

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and The Columbia Book Festival, Inc., a Nonprofit Corporation organized in the State of Missouri (hereinafter "Grant Recipient") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Grant Recipient are each individually referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, Grant Recipient has submitted its application for event funding to the Columbia Convention and Visitors Bureau ("CVB"); and

WHEREAS, the event proposed by Grant Recipient (the "Event") together with the Tourism Fund funding request is more fully set forth in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, the use of tourism funds proposed by Grant Recipient will further the planning and promotion of a tourist event which will have a substantial potential to generate overnight visitations.

NOW, THEREFORE, the Parties hereto, for good and sufficient consideration, the receipt of which is hereby acknowledged, intending to be legally bound, do hereby agree as follows:

1. City agrees to provide tourism funding to Grant Recipient in the amount of Ten Thousand Dollars (\$ 10,000.00) in exchange for Grant Recipient conducting the Event and providing the services set forth in Exhibit A. Grant Recipient agrees that it is responsible for all funds made available to Grant Recipient by this Agreement and further agrees that it will reimburse to City any funds expended in violation of city, state, or federal law or in violation of this Agreement. Should the Event be cancelled, Grant Recipient shall, within thirty (30) days, refund to the City all money paid by the City.
2. Grant Recipient agrees that it will make no material changes in the approved Event unless such changes are approved in writing by City prior to the Event.
3. Grant Recipient agrees that it is subject to audit and review on request by City. If Grant Recipient has a financial audit prepared, that report shall be furnished to the CVB.
4. Grant Recipient agrees that all funds received from City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the CVB's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the Event described in Grant Recipient's proposal shall be kept and

open to City inspection during regular business hours.

5. Grant Recipient agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than ninety (90) days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures established by the CVB. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Grant Recipient does not provide financial documentation, Grant Recipient may not be eligible for future funding. This paragraph does not limit other remedies available to the City in the event Grant Recipient breaches this Agreement.

6. Grant Recipient agrees that the CVB and City will be recognized as outlined in Grant Recipient's proposal.

7. Termination Provisions.

- a. By Mutual Agreement. This Agreement may be terminated at any time during its Term upon mutual agreement by both Parties.
- b. By Convenience. With ten (10) days written notice, either Party may terminate this Agreement for convenience. If terminated by Grant Recipient, Grant Recipient shall return all grant proceeds.
- c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

8. **HOLD HARMLESS AGREEMENT.** To the fullest extent not prohibited by law, Grant Recipient shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of Grant Recipient, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Grant Recipient or a subcontractor for part of the services), of anyone directly or indirectly employed by Grant Recipient or by any subcontractor, or of anyone for whose acts the Grant Recipient or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Grant Recipient to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of this Agreement.

9. Miscellaneous Clauses

- a. No Assignment. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- b. Amendment. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in

writing and signed by a duly authorized officer or representative of the applicable Party or Parties.

- c. **Governing Law and Venue.** This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- d. **General Laws.** Grant Recipient shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
- e. **Employment of Unauthorized Aliens Prohibited.** If this Agreement is an award of a contract or grant in excess of five thousand dollars, Grant Recipient agrees to comply with Missouri State Statute Section 285.530 in that Grant Recipient shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract or grant, Grant Recipient shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Grant Recipient shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Grant Recipient shall require each subcontractor to affirmatively state in its contract with Grant Recipient that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Grant Recipient shall also require each subcontractor to provide Grant Recipient with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
- f. **No Waiver of Immunities.** In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
- g. **Nondiscrimination.** During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, or any other protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.

- h. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Convention and Visitors Bureau
P.O. Box 6015
Columbia, MO 65205-6015
Attn: Director

If to Grant Recipient:

Unbound Book Festival, Inc.
Attn: Alex George
608 Westmount Avenue
Columbia, MO 65203

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

10. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Grant Recipient's Event Proposal

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

11. Entire Agreement. This Agreement represents the entire and integrated Agreement between Grant Recipient and City. All previous or contemporaneous agreements, representations, promises and conditions relating to Grant Recipient's Event and services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
John Glascock, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *NT*

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, account number 22904820-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Matthew Lue, Director of Finance

GRANT RECIPIENT

By signing below I certify that I have the authority to bid the Grant Recipient to the Terms of this Agreement.

By: _____
[Signature]

Printed Name: _____
Matthew Lue

Title: _____
Director

IRS-EIN: _____
47 - 2530900

Date: _____
1/30/20

ATTEST:

**FY2020 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
FESTIVALS & EVENTS (TDFE)**

Applications must be typed.

Event Name: UNBOUND BOOK FESTIVAL

Event Organizer: COLUMBIA BOOK FESTIVAL, INC.

Event Dates: 4/23/20 – 4/26/20 Event Location: MISSOURI THEATRE, STEPHENS COLLEGE

Total Event Cost \$171,100.00

Amount Requesting: \$10,000.00

Describe how the funds will be used: We will use funds to meet a portion of the costs of travel and accommodation to bring visiting authors and poets to Columbia for the festival.

For the past several years we have gratefully received \$5,000 from the CVB Community Event Sponsorship fund, but as the festival continues to grow, and as we continue to plan for increased growth moving forward, we would now like to apply for funding through TDFE, with the ultimate goal of applying to join the CVB Signature Series after the appropriate qualifying period.

	Last Fiscal Year	Current Fiscal Year	Next Fiscal Year
Organization's Operating Income	\$155,875	\$171,100 (budgeted)	TBD
Organization's Operating Expenses	\$177,402	\$171,230 (budgeted)	TBD

- | | |
|--|--------------------------------------|
| Will this event be held without tourism development funding? | X Yes <input type="checkbox"/> No |
| Is this a new event? | <input type="checkbox"/> Yes X No |
| Have all required permits, licenses, etc. been secured? | X Yes <input type="checkbox"/> No |
| Have you received tourism development funds before? | X Yes <input type="checkbox"/> No |

If Yes, how much and when? _We have received \$5,000 from the CVB discretionary fund every year of the festival.

Narrative:

1.	<p>Briefly Describe the Event:</p> <p>The fifth Unbound Book Festival will take place from Thursday, April 23, to Sunday April 26, 2020. It will take place at a variety of downtown venues, Columbia Public Schools, the Missouri Theatre, and the campus of Stephens College.</p> <p>The purpose of the festival is to raise awareness of the literary arts, to celebrate books, and to encourage a love of reading. Nationally-acclaimed and bestselling authors and poets will come to Columbia to participate in readings, interviews, panels, and other book-related activities. Last year 57 authors and poets were guests at the festival, and over 9,500 people attended an Unbound event. All events are open to the public and are completely free for everyone to attend.</p>
2.	<p>How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance?</p>

The 2020 marketing campaign will be far-reaching and comprehensive. In addition to a wide variety of local advertising (including media sponsorships with KBIA, KOPN, the Columbia Tribune, CoMo Magazine, etc.) it will include:

- Active and engaged use of social media (Facebook, twitter, Instagram)
- An easy to use website (www.unboundbookfestival.com)
- A short video showing highlights of previous festivals
- A regularly updated blog
- Regular e-newsletter sent out to subscribers
- Media editorial coverage
- Press Release drafted and disseminated nationally by The Beenders Walker Group
- Promotions with Skylark Bookshop, whose customers are spread across the country
- Increasing national awareness of the event, evidenced by national coverage on popular websites like Lithub, and Southern Living, and a listing as one of the "most literary places on earth":
 - <https://lithub.com/celebrating-literature-in-william-stoners-college-town/>
 - <https://lithub.com/dreaming-of-being-a-writer-when-youve-never-actually-met-one/>
 - <https://www.southernliving.com/travel/best-bookstores?slide=86f34039-0076-4073-b387-534b1efe0171#86f34039-0076-4073-b387-534b1efe0171>
 - <https://www.quora.com/Whats-the-most-literary-place-on-earth>
- We also ask our authors to promote the festival to their readers, which greatly increases the event's visibility nationwide.
- We have a newly-established and very dynamic Outreach Committee who are focused on spreading word about Unbound beyond its traditional customer base, with the hope of attracting a wider range of ages and a more diverse audience to attend. This goal is being pursued on multiple fronts, from social media initiatives to new promotional events.

3 How will your event increase overnight stays?

In addition to the visiting authors, the festival attracts increasing numbers of visitors from outside the Boone County area. See attached sheet for most recent demographic information about visitors, garnered from an online survey following this year's festival in April.

As we expand the festival from two days (Friday to Saturday) to four (Thursday to Sunday), we anticipate that this will also increase the number of rooms booked as a result of the festival.

4. How many overnight stays do you estimate the event will generate?: 620 (# of rooms x # of nights)

We have a block booking for festival authors at the Broadway Hotel of 40 rooms for Friday and Saturday nights; this will be increased as a number of authors will be arriving on Thursday to participate in either Thursday evening or Friday activities. Some authors may also stay a little later and leave on Monday, rather than Sunday. Assume a total of

	<p>100 overnight stays in total for authors.</p> <p>Our attendance number of 9,500 reflects the number of seats occupied, so a single visitor could attend four events and be counted four times. Assuming that on average a visitor will attend 3 events, and ignoring for these purposes the 3,500 local school children who participated in "Authors in the Schools," that would suggest that our 9,500 attendance figure represents approximately 2,000 unique individuals. (Given that the Missouri Theatre alone holds 1,100 people, this seems like a conservative estimate.)</p> <p>Last year's demographic survey (attached) suggests that approximately 13% of festival visitors lived either out of state or more than 90 miles from Columbia. That would represent 260 people. Assuming people traveling would probably stay two nights (Friday and Saturday), that would represent 520 overnight stays.</p> <p>Total estimated overnight stays: 100 + 520 = 620</p>
5.	<p>Have you contacted local hotels? Yes</p> <p>If yes, which ones? The Broadway, Columbia will be hosting our authors for the fourth year. We have a block of 40 rooms reserved. We would also like to partner with other local hotels to encourage out-of-town visitors to book rooms with them. We would be happy to include participating hotels' information on the website.</p>
6.	<p>What method will you use to track overnight stays?</p> <p>We will use an online survey after the event again, but we will be much more insistent that people complete it this year! We will offer some kind of drawing to encourage people to complete the survey. We would be happy to include a specific question about hotel stays if that would be helpful.</p> <p>We will also have non-online survey cards specifically asking about location and hotels available onsite during the festival and encourage these to be completed as well.</p> <p>We will also work with all hotels to try and gauge the extent to which visitors coming in that weekend are here for the festival.</p>
7.	<p>Will your event increase retail, food & beverage expenditures by out of market visitors and in increase tourism overall?</p> <p>Yes.</p> <p>Retail: book festival attendees are, almost by definition, a well-educated crowd, and our demographic information suggests that they skew significantly older. Consequently many have disposable income to spend. Book sales by Skylark Bookshop confirm this analysis; visitors also spend in other retail establishments while they are visiting Columbia.</p> <p>Food and beverage: there is <i>very</i> limited food and drink available on the campus of</p>

Stephens College and so all festival goers will need to visit downtown establishments in order to be fully watered and fed. As the event on Saturday goes on throughout the day, people have plenty of opportunity to eat. The proximity of Stephens College to the District is tremendously helpful in this regard.

Tourism overall: in addition to drawing visitors from well beyond Boone County for the festival itself, Unbound's continually increasing reputation helps put Columbia on the map in other ways.

8. Have you secured event sponsorships? (attach any sponsorship materials)

As at the date of writing, we have secured the following sponsorships:

Christian Fellowship Church
Central Bank of Boone County
Columbia Tribune (in kind)
CoMo Magazine (in kind)
Daniel Boone Regional Library
KBIA (in kind)
Kinder Institute
Mid-Missouri Assistance League
Missouri Cotton Exchange (in-kind)
MU College of Arts and Science
MU Honors College
MU Libraries
N.H. Scheppers (in kind)
Orr Street Studios (in kind)
Restoration Eyecare
Skylark Bookshop
Stephens College (in kind)
University of Missouri Press

We continue to discuss sponsorship opportunities with a variety of parties and anticipate that this list will continue to grow.

9. List any other important factors or issues about this event that you feel we should know about:

The festival has shown significant year-on-year growth in attendance since we began, and we anticipate that this trend will continue, especially as this year we have created a young and dynamic Outreach Committee, referred to above, who are working in innovative ways to continue to spread the word about the festival to new constituencies and audiences.

Our planning continues to develop and every year we introduce new kinds of events, ideas and topics, all of which are designed to increase the appeal of the festival in as broad a way as possible.

In 2021 we plan to bring the festival to the District on Saturday. We are very excited by this development and all the possibilities for growth that it represents. We will seek to

partner with local businesses and venues to greatly increase the size and nature of literary events throughout the downtown area. We believe that this will greatly increase the festival's economic impact on Columbia as a whole. We are already planning a significantly higher focus on Missouri writers to celebrate the Bicentennial in 2021 and we believe that this will also serve to boost interest and attendance.

Of course, as the festival continues to grow, we need to bring in more authors and poets, and this represents a significant drain on resources. At present we have no paid staff – we are 100% volunteer-run – and so every dollar we receive goes directly to meeting the expenses of bringing authors to Columbia. The increase in funding that we are requesting will be hugely helpful in meeting those additional expenses.

We are very proud of what we have accomplished over a relatively short space of time. The festival has quickly earned a national reputation among readers and writers alike, and as word spreads so more people will view Columbia as a destination for Unbound. We are excited by the possibilities that lie ahead of us, especially with the move downtown, and we are hopeful that increased funding from the TDFE will enable us to fully grasp the opportunity ahead of us and to deliver maximum literary joy, both to the residents of Columbia, and beyond. We believe that Unbound has the potential to become an integral part of the city's cultural landscape, like the other members of the CVB Signature Series.

TOTAL BUDGET FY 2020
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
FESTIVALS & EVENTS (TDFE)

EVENT BUDGET - R E V E N U E S

Round to the nearest dollar

ORGANIZATION NAME: **COLUMBIA BOOK FESTIVAL INC.**

EVENT NAME: **UNBOUND BOOK FESTIVAL 2020**

	1	2	3
REVENUES	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$95,000	\$41,600	\$136,600
2. Government Support** (city, county, schools, etc.)	\$4,430		\$4,430
A. City of Columbia, OCA			
B. City of Columbia, CVB	\$10,000		\$10,000
C.			
3. Program Fees: Admissions/Tickets			
Sales of items	\$1,500		\$1,500
Other	\$1,200		\$1,200
4. Other Misc. (be specific)	\$17,500		\$17,500
5.			
6.			
TOTAL REVENUE	\$129,630	\$41,600	\$171,230

*In-kind good or service anticipated	Source of donation	Estimated value
Media (radio, newspaper, magazine)	KBIA, Tribune, CoMo	\$32,250
Hospitality	N.H. Scheppers	\$1,500
Venue Rental	Stephens College, Orr St. Studios	\$6,650
Merchandise	Mo Cotton Exchange	\$1,200
		\$

**Name of program	Source of donation	Estimated value
Office of Cultural Affairs	City of Columbia	\$4,430
Convention and Visitors Bureau	City of Columbia	\$10,000
		\$

EVENT BUDGET continued, - EXPENDITURES
FESTIVALS & EVENTS (TDFE)

Round to the nearest dollar

ORGANIZATION NAME: COLUMBIA BOOK FESTIVAL, INC.

EVENT NAME: UNBOUND BOOK FESTIVAL 2020

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic	10,000	66,930		76,930
Technical				
Administrative				
Other				
2. Equipment Rental				
Walkie Talkies		120		120
Venue Rental			6,650	6,650
3. Supplies & Materials				
Merch		1,500	1,200	2,700
Sundry Office Supplies		550		550
Volunteer T-shirts, lanyards, etc.		2,250		2,250
Books		3,000		3,000
4. Travel				
Author Travel		12,000		12,000
Author Accommodation		13,000		13,000
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)		1,200	32,250	33,450
Outside Boone County				
Printing		6,500		6,500
Postage		50		50
6. Other (be specific)				
Hospitality		3,000	1,500	4,500
Photo, video, signers, accountant		6,000		6,000
Website, CoMoGives		900		900
Car Service, gifts, misc fees		2,500		2,500
TOTAL EXPENDITURES	10,000	119,500	41,600	171,100
TOTAL REVENUES (from page _____)	10,000		41,600	171,230

*In-kind should net to zero

SIGNATURE/DISCLAIMER

We, the undersigned, hereby certify that we have read and understand the Tourism Development Program Policies and Procedures and that all information included with our application is true and correct. We do hereby agree to submit all financial documentation regarding TDFE expenditures as required.



Applicant Authorized Signature

1/20/20

Date

Print Name: ALEX GEORGE

Title: Director

Email: mail@unboundbookfestival.com

Name of Primary Contact & Email: (if different than above):

As above

Legal name of Organization: COLUMBIA BOOK FESTIVAL, INC.

Name of Organization President/or Chair of Board: Cathy Salter recently stepped down as Board President and the Board is yet to elect a successor.

Address: 608 WESTMOUNT AVENUE, COLUMBIA, MO 65203

Phone: (573) 239 3734

Email: mail@unboundbookfestival.com

Web Site: www.unboundbookfestival.com

Federal ID Number (required): 47-2530900

This organization is: Independently chartered Private Non-Profit X

Other (please describe) :

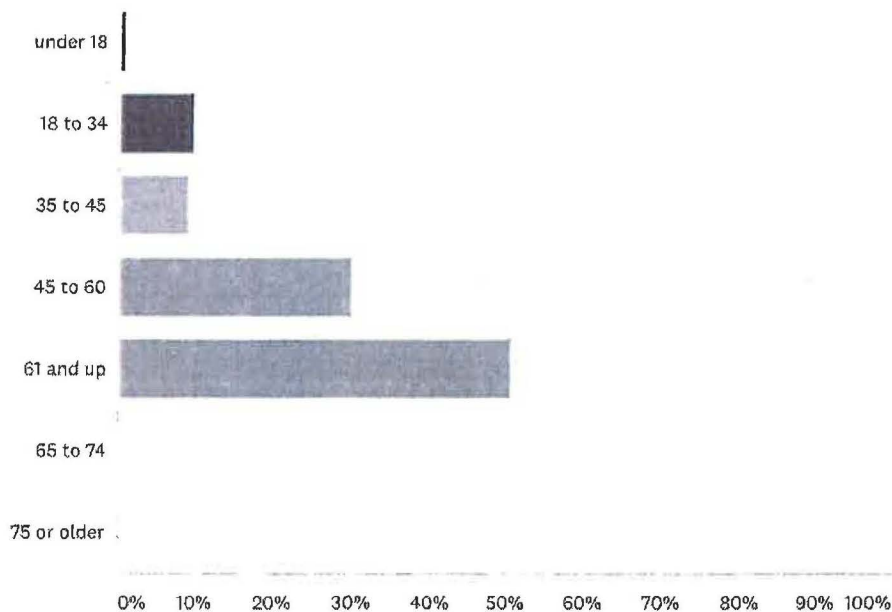
UNBOUND BOOK FESTIVAL

DEMOGRAPHICS

We asked festival guests to go online after the festival and complete a very brief questionnaire, although note that these numbers do not include students who attended the "Authors in the Schools" program.

Age

These are the ages of those who responded. Again, please note that this only relates to guests who attended the festival on Saturday: it does NOT take into account students who participated in the "Authors in the Schools" event on Friday, which would obviously hugely increase the Under 18 category.



Geographical Information

76% of respondents were residents of Columbia, which marks a slight increase in out-of-town visitors from previous surveys. Of the remaining 24%, 11% were non-Columbia residents of central Missouri and 11% were from Missouri towns over 90 miles from Columbia, including Cape Girardeau, Kirksville, St. Louis and Springfield. Just over 2% of respondents were from out of state, including visitors from Oklahoma, Minnesota, Illinois, and Kansas.