

## AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Big Bam, LLC, a limited liability company organized in the State of Missouri (hereinafter "Contractor") is entered into on the date of the last signatory noted below (the "Effective Date"). City and Contractor are each individually referred to herein as a "Party" and collectively as the "Parties".

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. Contractor shall provide the services outlined in its proposal for the Event as submitted to City's Convention and Visitors Bureau, a copy of Contractor's Event Proposal is attached as Exhibit A, at a cost to City of **seven thousand five hundred dollars (\$7,500.00)**. Contractor agrees that it is responsible for all funds made available to Contractor 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, Contractor shall, within thirty (30) days, refund to the City all money paid by the City.

2. Term. The "Term" of this Agreement shall commence on the Effective Date and shall continue until the date that is one hundred twenty (120) days after the Event.

3. Contractor agrees that it will make no changes in the approved Event until the changes are approved in writing by City.

4. Contractor agrees that it is subject to audit and review on request by City. If contractor has a financial audit prepared, that report shall be furnished to City's Convention and Visitors Bureau.

5. Contractor 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 Convention & Visitors Bureau'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 Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor 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. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, Contractor may not be eligible for future funding.

7. Contractor agrees that the Convention and Visitors Bureau and City will be recognized as outlined in Contractor's proposal.

8. 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.
  - c. By Default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement.

9. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, Contractor 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 Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with Contractor or a subcontractor for part of the services), of anyone directly or indirectly employed by Contractor or by any subcontractor, or of anyone for whose acts the Contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require Contractor to indemnify, hold harmless, or defend the City of Columbia from its own negligence. This clause shall survive termination of this Agreement.

10. 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. Contractor 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, Contractor

agrees to comply with Missouri State Statute Section 285.530 in that Contractor 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, Contractor 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. Contractor 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. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor 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. Contractor shall also require each subcontractor to provide Contractor 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  
Law Department  
P.O. Box 6015  
Columbia, MO 65205-6015  
ATTN: City Counselor

If to Contractor:

Big Bam, L.L.C.  
c/o Registered Agent Garrett Taylor  
1103 East Broadway  
Columbia, Missouri 65201

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.

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

Exhibit	Description
A	Contractor'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.

12. Entire Agreement. This Agreement represents the entire and integrated Agreement between Contractor and City. All previous or contemporaneous agreements, representations, promises and conditions relating to Contractor'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: \_\_\_\_\_  
Mike Matthes, 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.

\_\_\_\_\_  
Director of Finance

CONTRACTOR

By: \_\_\_\_\_

IRS-EIN: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

## Official Big BAM 2019 LOA for Overnight Town Sponsorship Agreement for Columbia, MO

Event Area will be Stephen's Lake Park

Event Dates: Participants will arrive June 9<sup>th</sup> and ride out on approved route the morning of June 10; Participants will return to Columbia on approved route on June 14; event area will be available for participant use until 10 a.m. June 15.

Event operations and logistics provided by Big BAM LLC at no cost to your town:

1. Full support crews to handle all aspects of the event including gear transport, shower trailer, manned information and registration tent.
2. All event logistics and event direction needs.
3. Liability insurance for the two days the event is held in your town.
4. Event staff to oversee and manage support crews including set-up and break-down of event infrastructure.
5. Longterm parking space.
6. Shuttles as needed.
7. Adequate food vendors and supply for attendees.
8. Road barriers and signage for areas you wish to block off for the event.
9. Event stage (if needed) and sound production.
10. Port-a-potties as needed.
11. Dumpster at event area.
12. Final trash and equipment check of event venue.
13. Inclusion and meetings as needed with local safety, emergency management and law enforcement authorities.
14. Consulting with your town representative and safety team on route into and out of town.
15. Consulting on ideal event location and set-up.
16. On-site visit with Big BAM event director and the shower and gear transport vendor.

In addition, Big BAM and Missouri Life will provide:

Print, Digital Media, and Promotion

1. Promotion for this event, including a statewide press release to all media naming your town as an Overnight Town Sponsor, will begin at official route announcement in August 2018. Other promotions will include Facebook advertising, promotion at booths at Bike Expos in Des Moines and St. Louis. Email marketing to over 20,000 bicyclists who have registered and paid for recreational rides.
2. Two full pages advertorial, produced by Missouri Life Media in consultation with someone you designate, in the Big BAM 2019 Town Guide to be published in the April 2018 edition of *Missouri Life Magazine*. The Big BAM guide will feature the overnight towns.
  - a. 37,000 copies of *Missouri Life Magazine*
  - b. 7,000 copies of the Big BAM 2019 Guide distributed to bike retailers, cycling clubs, and cycling expos in September
3. Your live-linked logo featured in the following places
  - a. On [www.bigbamride.com](http://www.bigbamride.com) (includes click through to your website) and linked from [www.missourilife.com](http://www.missourilife.com)
  - b. On all Big BAM 2019 promotional materials and infrastructure. Including but not limited to: Posters, flyers, Stage Banners, Print Radio and TV Advertising
    - c. Including your logo on advertisements for Big BAM 2019 in *Missouri Life Magazine* starting in the October 2018 issue.
4. Your town will be mentioned on stage every night before the concert begins.
5. Use of the Big BAM logo for merchandising and promotion.
  - a. Examples could include but are not limited to:
    - b. Hats, koozies, T-shirts, etc.
  - c. Excluding use of Big BAM Logo on Bike Jerseys

Alcohol and Food Vending

1. Big BAM provides the official beer, wine, cider and distilled products vending for the event area from 1 p.m. to 10:30 p.m. the day the event is held in your town. No other alcohol vendors are allowed in this area. Our official alcohol vendor will work with the officials in your town directly to acquire required permits and permissions.
2. Big BAM will have up to two food vending trucks that follow the ride and can set up in the event area.
3. Your town can provide as many food vendors as you wish in addition to the Big BAM food vendors.
4. Big BAM will coordinate with a vendor of their choosing to provide a full-board breakfast at the event area. Breakfast must be available starting at 5:30 a.m. of the morning the cyclists leave your town. We ask for you to recommend local vendors who would want to serve breakfast. We just want to insure a good breakfast is served at the event location. Riders will pay for their breakfasts.

We, the undersigned agree to provide the items and services listed above as well \$7,500 to Big BAM LLC by Please provide the soonest date when fee would be processed.     

Greg Wood date 11-9-18

Print: Name official title:

Greg Wood, President  
MissouriLife, Inc.  
Big BAM LLC