

UNIVERSITY OF MISSOURI NAMING RIGHTS/SPONSORSHIP AGREEMENT

The Curators of the University of Missouri on behalf of University of Missouri Health Care (hereinafter referred to as “MUHC”) and the City of Columbia (hereinafter referred to as “the City”) hereby enter into this Naming Rights/Sponsorship Agreement (Agreement) within the Clary-Shy Agricultural Park (hereinafter referred to as “Park”) per the terms and conditions set forth herein.

I. SPONSORSHIP RIGHTS/BENEFITS

During the term of this Agreement, the City hereby grants MUHC naming exclusivity within the health care industry to name the Pavilion to be constructed in the Park located at 1701 W. Ash Street, Columbia, MO 65203, pursuant to the terms of this Agreement.

- a. The Pavilion shall be named “MU Health Care Pavilion”, or such other substantially similar name mutually agreed upon by the parties. The signage installed by the city will be constructed out of materials consistent with the final overall design of the structure approved by the City Council and will not be internally illuminated. The name will be placed at four locations on the structure above prominent public entrances as generally shown on Exhibit A. The parties anticipate construction of the Pavilion to occur in two Phases with the first two signs installed during Phase 1 construction. It is anticipated the remaining two signs will be installed during Phase 2 construction; provided however, if Phase 2 is not constructed within the term of this agreement there shall be no obligation of the City to construct more than two signs on the Pavilion. In the event the design of the Pavilion is altered prior to construction it hereby declared to be the intent of the parties that the sponsorship of the Pavilion by MUHC be prominently be displayed at least once above each major entrance into the Pavilion on all four sides of the structure. The City will design and pay for all costs associated with construction, installation and maintenance of the signage for the Pavilion. If MUHC changes its name or logo during the term of this Agreement and desires to update the signage, the City shall allow MUHC to remove and replace the signage with the cost of the updated signage and installation paid by MUHC. “Home of the Columbia Farmer’s Market”, or such other name mutually agreed upon by both parties may also be placed on the Pavilion. Both parties must mutually agree upon final renderings.
- b. MUHC will be granted permission, at no additional facility rental cost, to hold up to five (5) events per year at the Pavilion, or at other locations within the Park to be determined to promote various outreach, educational or marketing efforts. A space to be determined, either adjacent to or within the Pavilion structure, will be made available for said events. MUHC shall coordinate with the Columbia Parks and Recreation Director, or designee, to reserve the Pavilion or adjacent areas at least six

(6) months in advance of the event. Events planned with less notice shall be accommodated by the City if no scheduling conflict exists.

- c. In addition, MUHC receives the first right of refusal for all health care industry naming rights at the Park on items highlighted on Exhibit B during the term of this Agreement. If the City is unsure if a naming opportunity would fall under the health care industry exclusivity, the City should contact MUHC for determination.

II. TERM OF AGREEMENT

This Agreement shall be in effect for ten (10) years following the date the first signage is placed on the Pavilion during Phase 1 construction. The City shall notify MUHC, in writing, of the date of installation of the signage. MUHC may terminate this Agreement and receive back full payment paid if the City elects not to pursue construction of Phase 1 of the Pavilion for any reason. Failure of the City to construct Phase 2 of the Pavilion shall not be deemed a breach of this agreement. MUHC and the City may mutually agree in writing to terminate this Agreement prior to the expiration of the Term. If Agreement is terminated by the City prior to expiration, MUHC will receive a pro-rated amount of money back based upon the date of the termination.

In the event of a material breach of this Agreement by either party, the non-breaching party may give the breaching party ninety (90) days' prior written notice of the breaching party's default, and the non-breaching party's intent to terminate this Agreement. If the breaching party has not cured such breach during such 90-day period, then this Agreement shall automatically terminate effective at the end of such 90-day period. Upon the expiration or earlier termination of this Agreement, the parties shall have no further obligations hereunder, save for those incurred prior to the expiration or earlier termination of this Agreement.

MUHC and the City may from time negotiate and mutually agree to make changes or additions to the provisions of this Agreement, each of which shall be memorialized in writing as an amendment to, or an amendment and restatement of, this Agreement and signed by a duly authorized representative of MUHC and the City. MUHC and the City hereby agree and acknowledge that no future amendments, changes or revisions to this Agreement will be deemed effective based solely on oral understandings or courses of dealing by the parties over time.

III. PAYMENT OBLIGATION OF SPONSOR

In consideration of the rights and benefits to be provided, MUHC agrees to pay the total amount of \$495,000. This amount will be paid as one lump sum upon execution of the Agreement and receipt of an invoice. Payment shall be made to the City of Columbia.

IV. USE OF MARKS

- a. *Grant of License to use the MUHC Licensed Marks.* Subject to MUHC's policies on licensing as in effect from time to time, MUHC hereby grants to the City the non-exclusive right and license during the Term of this Agreement to use the MUHC Licensed Marks owned by the MUHC in connection with the City's affiliation and promotion of the Pavilion for printed business, marketing and press materials, as set forth in this Agreement. MUHC shall use its reasonable best efforts to protect the MUHC Licensed Marks and shall, to the extent permitted by law and without waiving sovereign immunity, defend any claims of infringement or unfair competition brought against the City in connection with any proper use of the MUHC Licensed Marks by the City. MUHC Licensed Marks and any goodwill associated therewith are and shall at all times remain the property of MUHC. The City shall not contest or challenge the validity of any MUHC Licensed Mark or the ownership thereof by MUHC. MUHC is not granting the City any right, title, or interest in the MUHC Licensed Marks except the right to use the MUHC Licensed Marks during the Term of this Agreement. The City shall use the MUHC Licensed Marks at all times in accordance with the terms and conditions of this Agreement, and solely in connection with the performance of its obligations under this Agreement. MUHC reserves the right to approve in advance all public uses of the MUHC Licensed Marks other than use on materials in connection with the City's affiliation and promotion of the Pavilion or materials prepared by MUHC or previously approved by MUHC, provided that MUHC may revoke, in writing, any approval to the use of the MUHC Licensed Mark previously given by it.

- b. *Grant of License to use the City's Licensed Marks.* The City hereby grants to MUHC the non-exclusive right and license during the Term of this Agreement to use the City Licensed Marks owned by the City in connection with MUHC's affiliation with and promotion of the Pavilion, as set forth in this Agreement. The City shall use its reasonable best efforts to protect the City's Licensed Marks and shall, to the extent permitted by law and without waiving sovereign immunity, defend any claims of infringement or unfair competition brought against MUHC in connection with any proper use of the City's Licensed Marks by MUHC. The City's Licensed Marks and any goodwill associated therewith are and shall at all times remain the property of the City. MUHC shall not contest or challenge the validity of any City Licensed Mark or the ownership thereof by the City. The City is not granting MUHC any right, title, or interest in the City's Licensed Marks except the right to use the City's Licensed Marks during the Term of this Agreement. MUHC shall use the City's Licensed Marks at all times in accordance with the terms and conditions of this Agreement, and solely in connection with the performance of its obligations under this Agreement. The City reserves the right to approve in advance all public uses of the City's Licensed Marks other than uses on materials in connection with MUHC's affiliation and promotion of the Pavilion or materials prepared by the City or previously approved by the City, provided that the City may revoke, in writing, any approval to the use of the City's Licensed Marks previously given by it.

V. LIABILITY

MUHC and the City carry no medical insurance and assume no liability for personal injuries or loss of personal property of persons participating in activities located at the Park. A participant's personal and/or family policy must cover any medical cost incurred.

VI. INDEMNIFICATION

To the extent permitted by Missouri law and without waiving sovereign immunity, each party agrees to indemnify, defend and hold the other party, including its members, officers, directors, employees, and other agents, harmless from any and all liability resulting from or related to any claim, complaint, and/or judgment for any negligent act or acts of intentional misconduct by the indemnifying party's employees or agents, or any breach of this Agreement.

VII. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Missouri without giving effect to the conflict of laws principles.

VIII. NOTICES

The City Manager, or designee, shall have the authority to provide any notice or consent required under this agreement on behalf of the City. Any notice, request, consent, or communication under this Agreement will be effective only if it is in writing and (a) personally delivered, (b) sent by certified mail, return receipt requested, postage prepaid, (c) sent by nationally-recognized overnight delivery service with delivery confirmed, or (d) sent via facsimile transmission or email, addressed as follows:

If to MUHC:

MU Health Care
Attn: University of Missouri System Supply Chain
2910 LeMone Industrial Blvd.
Columbia, MO 65201
Fax: 573-882-5417
Email: meadek@health.missouri.edu

If to the City:

City of Columbia
Attn: City Manager
PO Box 6015
Columbia, MO 65205-6015
Email: CMO@CoMo.gov

With a copy to:

City of Columbia
Attn: Director of Parks and Recreation
PO Box 6015
Columbia, MO 65205-6015
Email: Mike.Griggs@CoMo.gov

IX. ASSIGNMENT

Neither party may assign or transfer this agreement, any interest therein or claim thereunder, without the prior written approval of the other party; provided however, MUHC may assign this Agreement and its rights hereunder to an entity directly controlled by or under common control with MUHC without consent of City.

This Agreement is made and entered into as of the date of the last party to execute.

SIGNATURES:

**The Curators of the University of
Missouri on behalf of MU Health Care
One Hospital Drive
Columbia, MO 65212**

**City of Columbia
PO Box 6015
Columbia, MO 65205-6015**

BY: Tony A. Hall
TITLE: Asst. VP/Chief Procurement
Officer

BY: Mike Matthes
TITLE: City Manager

DATE

DATE

ATTEST:

By: _____
Sheela Amin, City Clerk

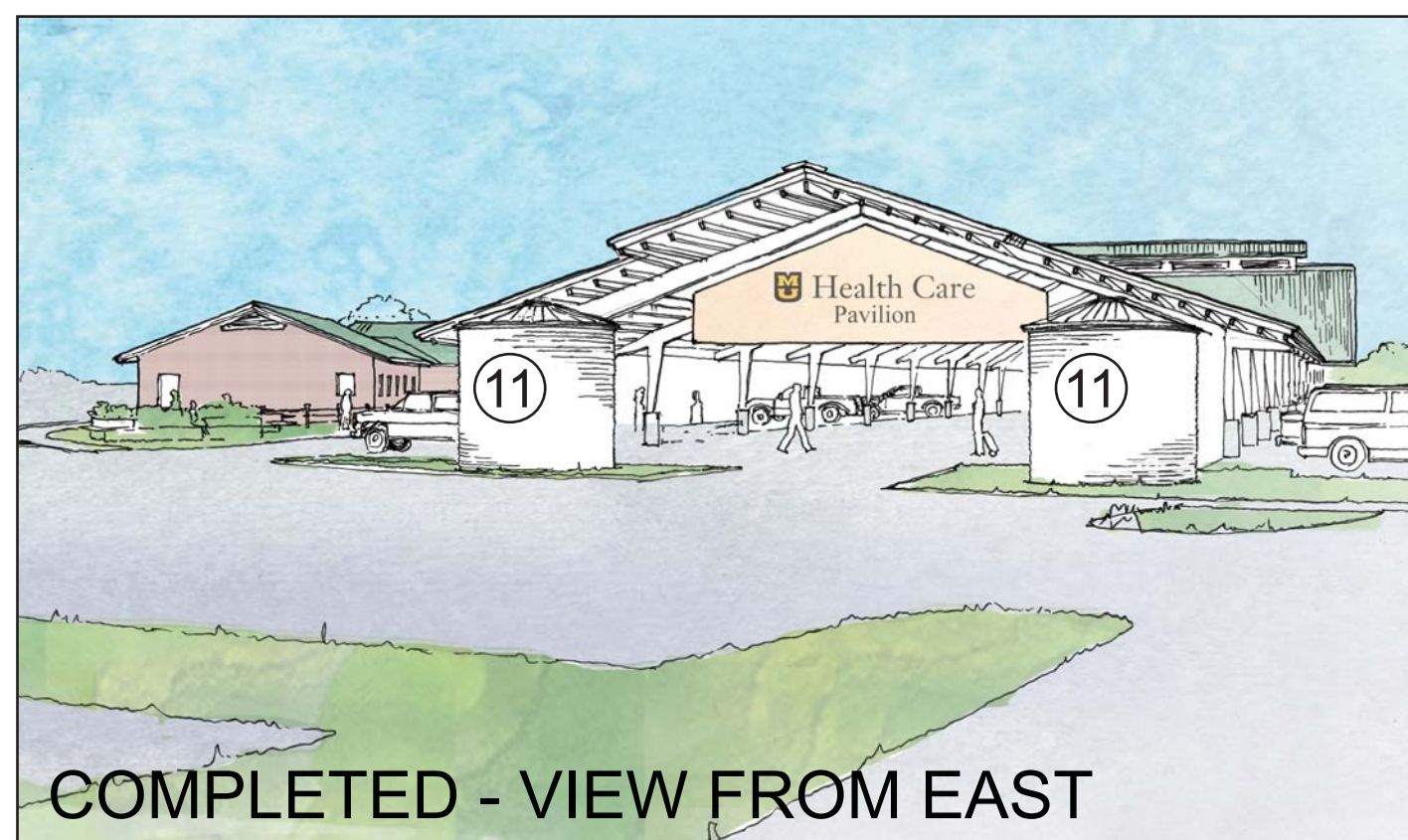
APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

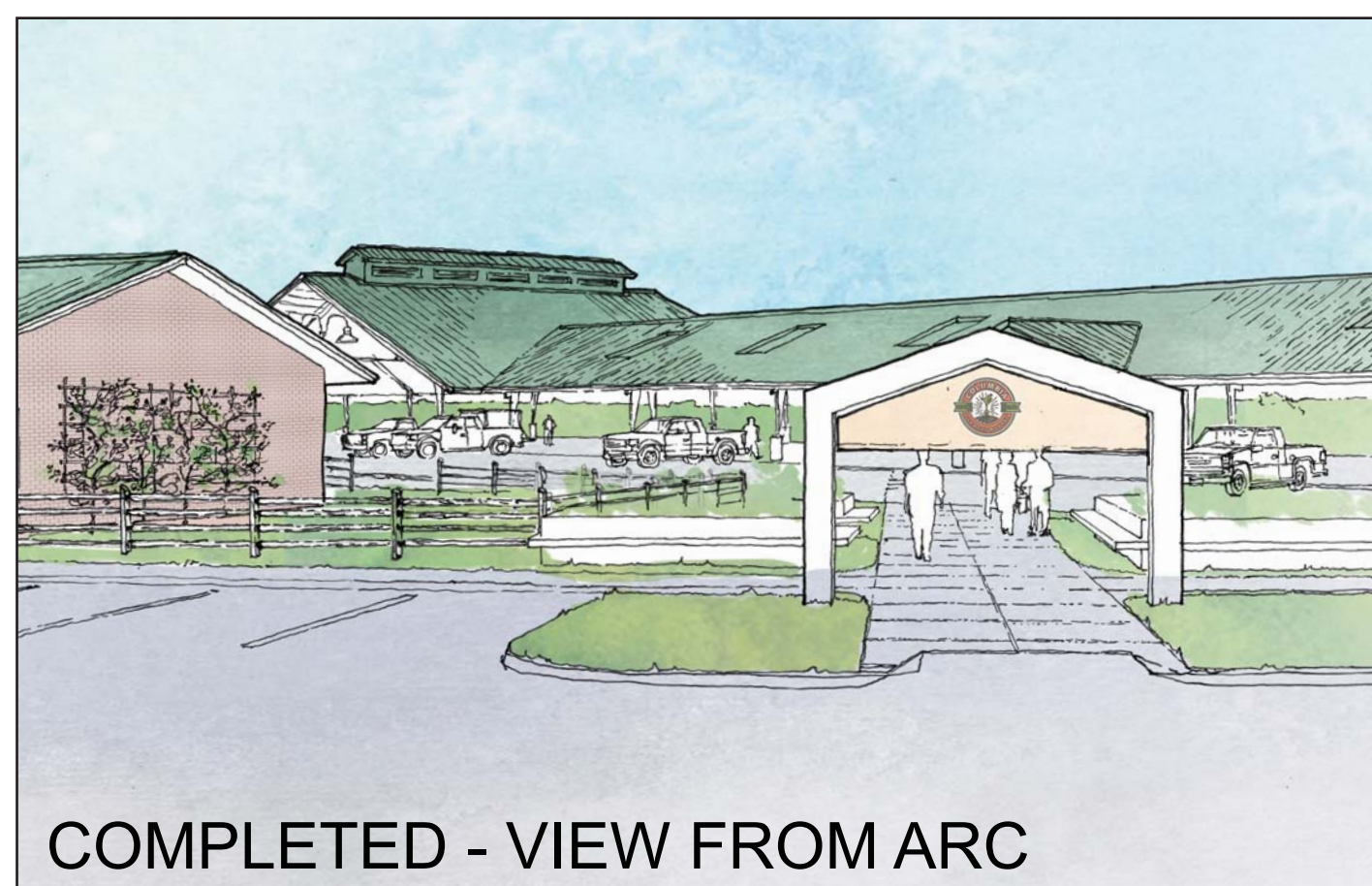
DRAFT CLARY-SHY MASTER PLAN: Farmers Market Shelter & Urban Agriculture Park



COMPLETED PROJECT - AERIAL VIEW



COMPLETED - VIEW FROM EAST



COMPLETED - VIEW FROM ARC

The Park Sales Tax approved in 2015 allocates \$400,000 to the Clary-Shy Park. City Council will review this plan to decide how to distribute these funds for maintenance of the ARC and initial funding for a Farmers Market Shelter & Urban Agriculture Park.

Parks and Recreation, along with the three organizations below, have partnered to form the "Friends of the Farm" to fundraise the remaining capital necessary to complete the project.

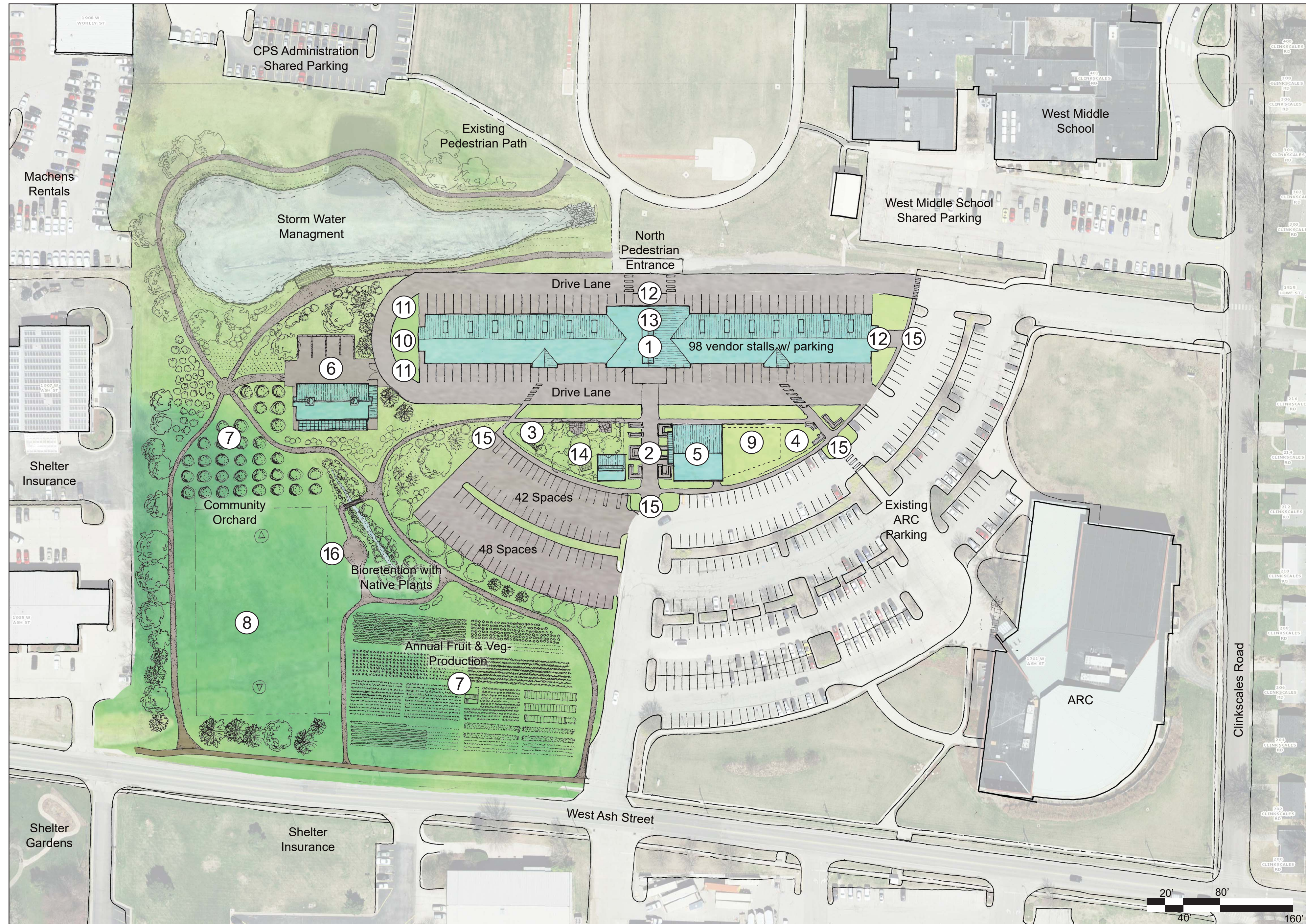


COMPLETED PROJECT
VIEW OF PEDESTRIAN PLAZA




DRAFT CLARY-SHY AGRICULTURE PARK: Master Plan | May 6, 2017

SITE MASTER PLAN




MASTER PLAN FEATURES

- ① FARMERS MARKET SHELTER

- ② PEDESTRIAN PLAZA, SHADED SEATING & EDIBLE LANDSCAPING

- ③ PLAY STRUCTURES

- ④ OUTDOOR GATHERING SPACE

- ⑤ CCUA & CFM OFFICE

- ⑥ CCUA BARN, GREENHOUSE & STORAGE

- ⑦ CCUA-OPERATED URBAN AG SPACES

- ⑧ PRACTICE FIELDS

- ⑨ MULTI-PURPOSE BUILDING


- ⑩ MARKET MUSIC PERFORMANCE AREA

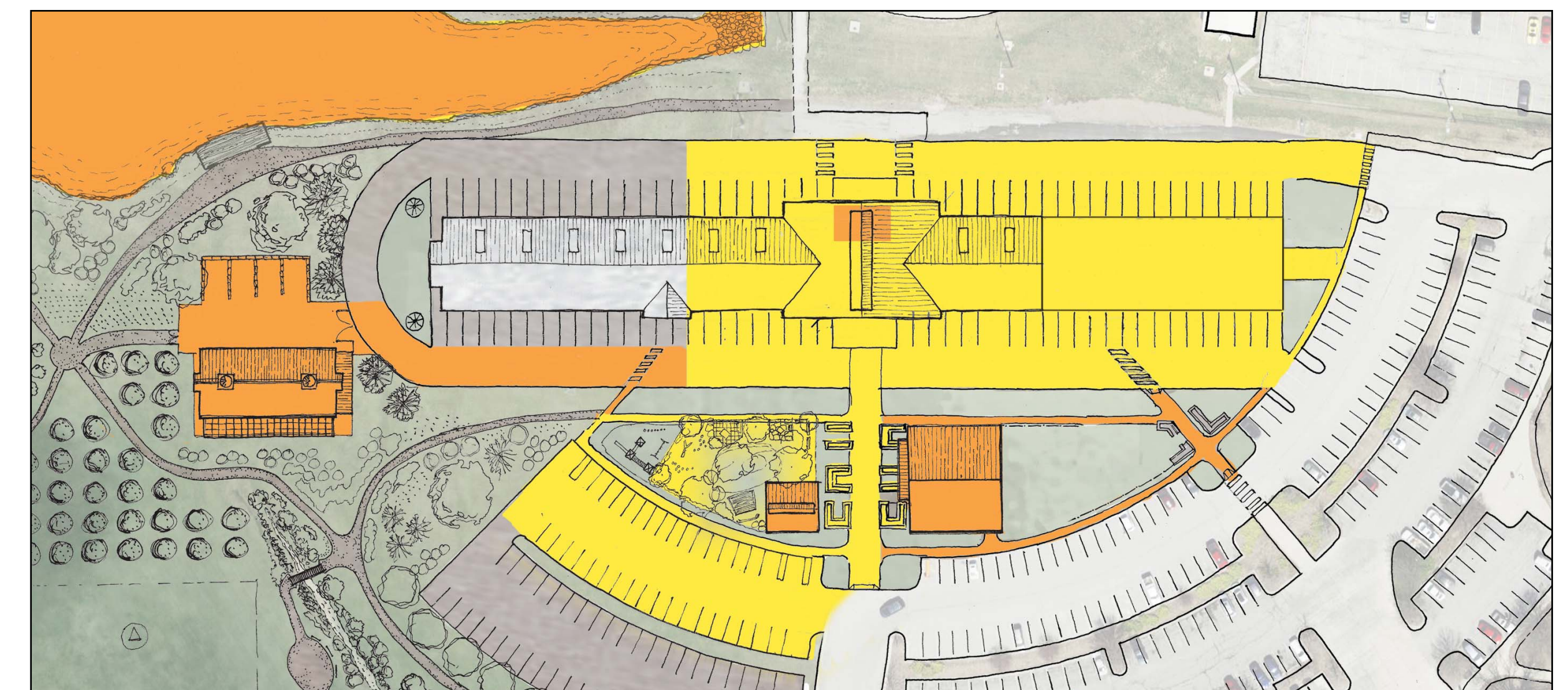
- ⑪ RAINWATER COLLECTION TANKS

- ⑫ BICYCLE PARKING

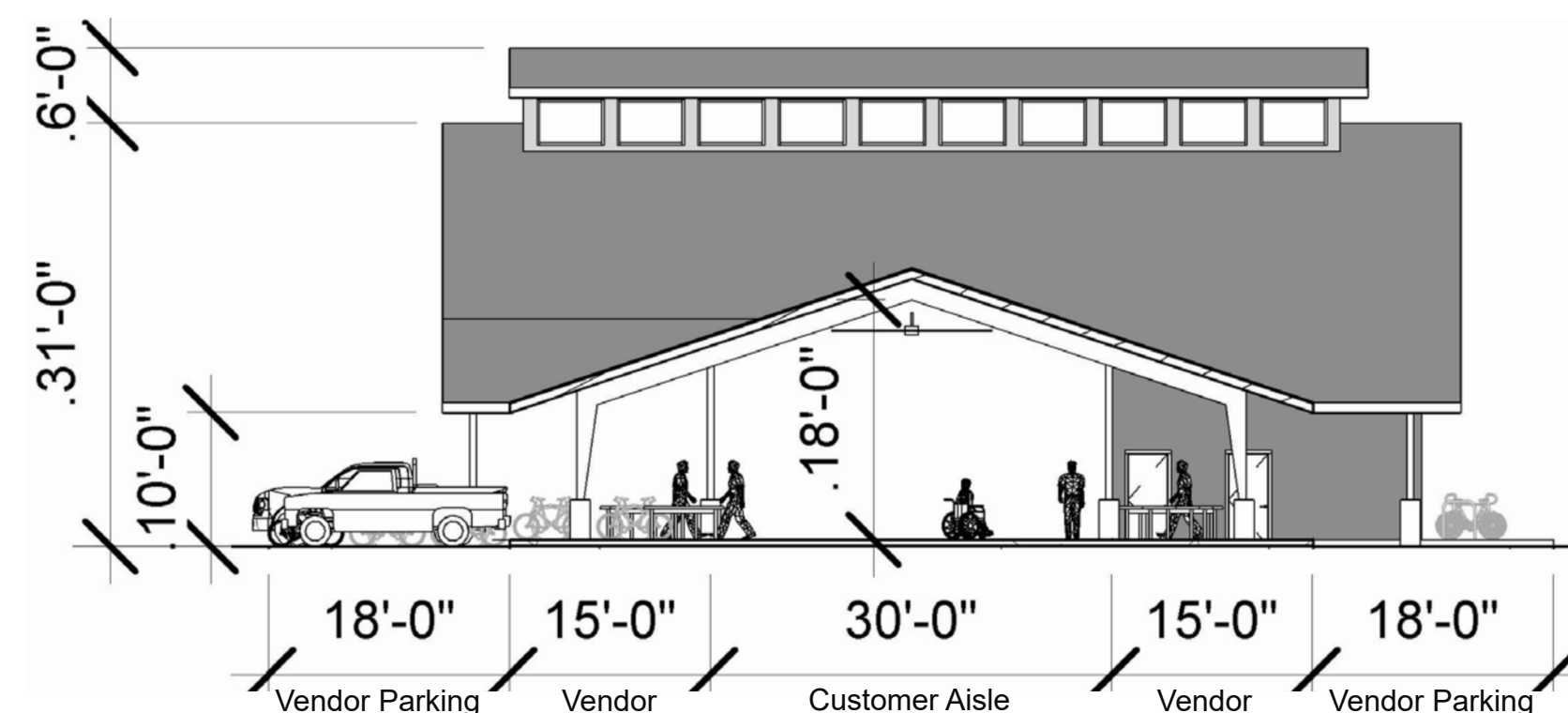
- ⑬ REST ROOMS

- ⑭ CCUA-OPERATED OUTDOOR CLASSROOM

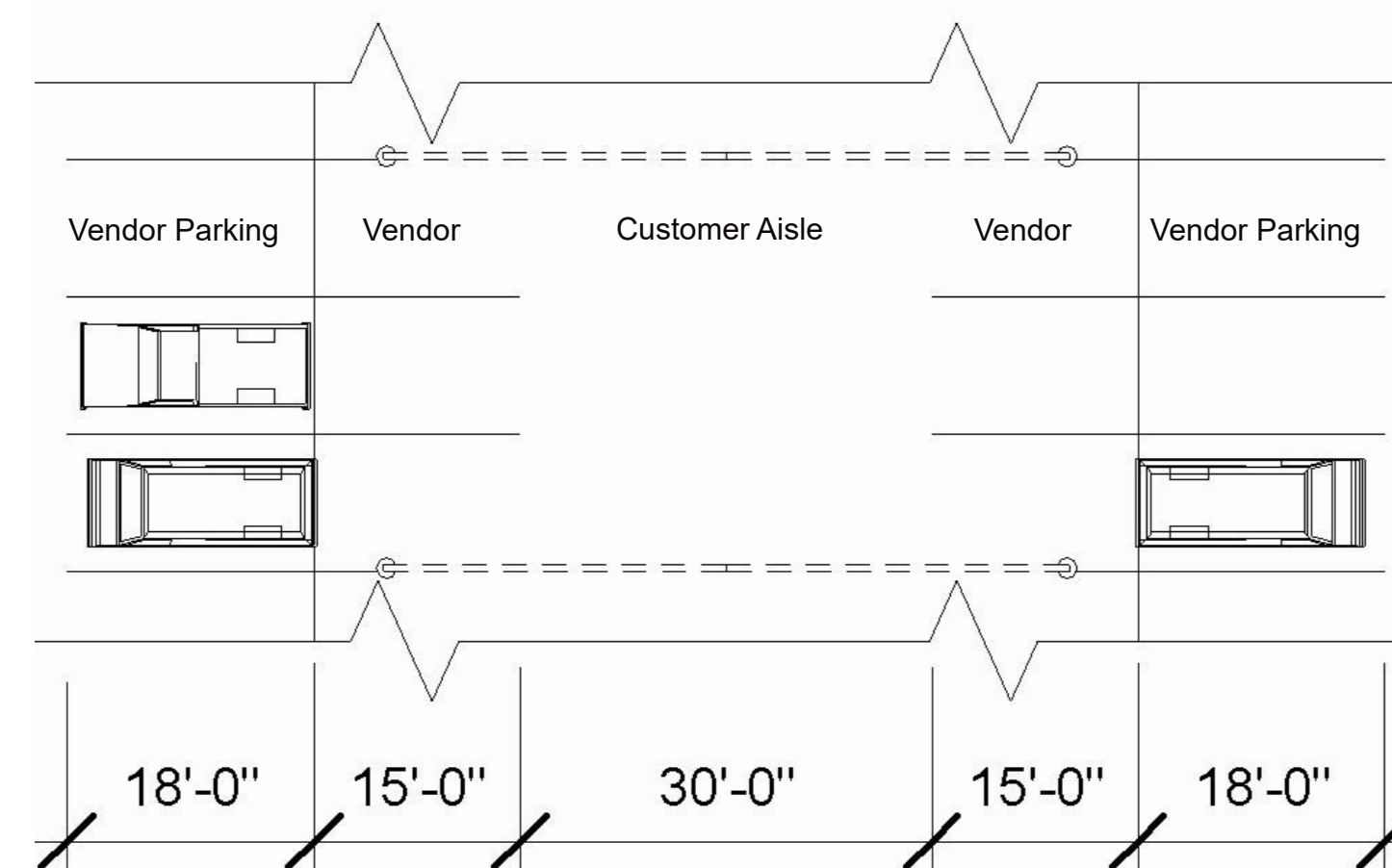
- ⑮ ENTRY "GATES"

- ⑯ AMPHITHEATER

FARMERS MARKET SHELTER



SECTION



PLAN

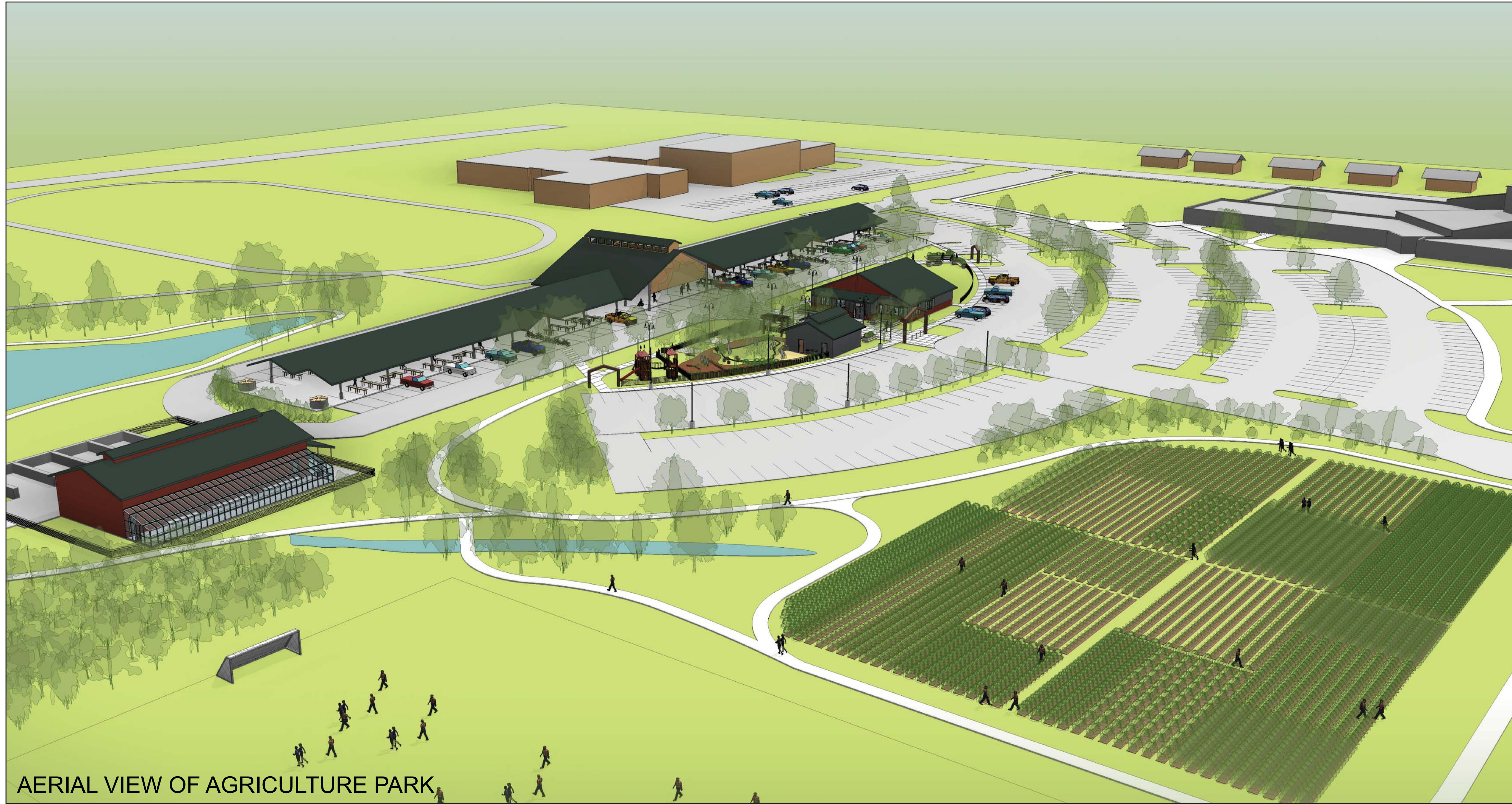
PHASED FEATURES

Phase 1: \$1.2 million - \$1.65 million
 36 covered vendor stalls + 31 uncovered vendor stalls (out of 98 total)
 42 customer parking spaces
 Pedestrian Plaza & Outdoor Classroom initial plantings

Phase 2: \$2.1 million - \$2.8 million
 Stormwater Management Area
 CCUA Office & Kitchen
 CCUA Barn, Greenhouse & Storage
 Farmers Market Restrooms & Storage



DRAFT CLARY-SHY AGRICULTURE PARK: Master Plan | May 6, 2017



AERIAL VIEW OF AGRICULTURE PARK

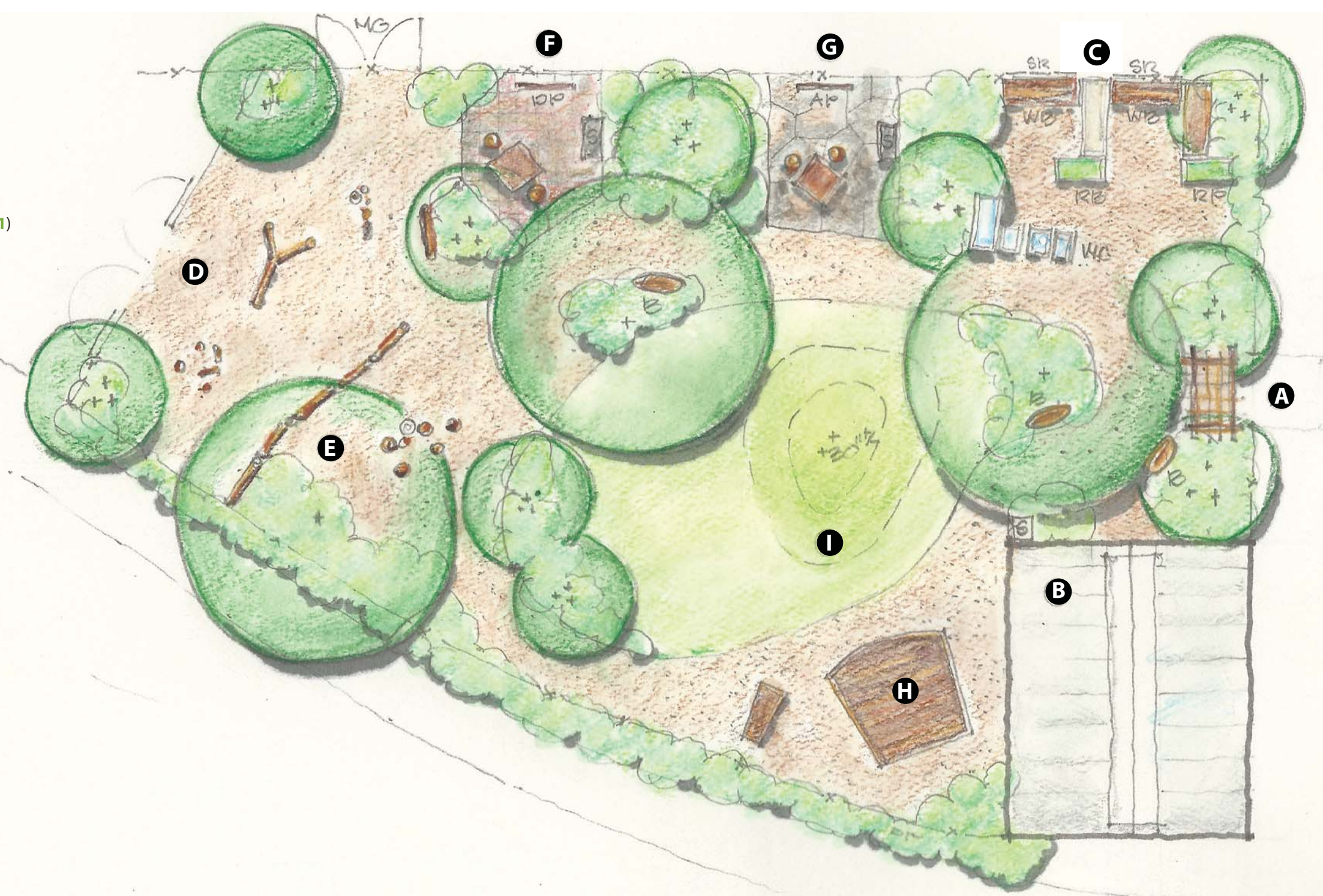


FARMERS MARKET ENTRANCE



OUTDOOR CLASSROOM

- A ENTRY**
 - CONTEXTUAL ARBOR WITH GATE (picture 1)
 - PLANTINGS
- B GATHERING**
 - FLEXIBLE TABLES/ SEATING (picture 11)
 - STORAGE
- C GARDEN/ SENSORY**
 - RAISED GARDEN BEDS (picture 2)
 - RAISED PLANTER BOX FOR DIRT DIGGING
 - WORK BENCHES WITH STORAGE PANELS
 - WATER TABLE (picture 3) OR COMMUNITY PLAYTHINGS
 - CASCADE WATER FEATURE
 - SENSORY PLANTINGS
- D MESSY MATERIALS**
 - 10"-20" DIAMETER X 4'-8" LONG LOGS AT PERIMETER (picture 4)
 - 10"-18" DEPTH EWF AT CENTER
 - "LOG OF INTEREST"
 - MIXED/ VARIOUS LOOSE PARTS
 - STORAGE
- E CLIMB/ BALANCE**
 - LOG STEPS - VARIED HEIGHT AND SPACING (picture 5)
 - 12" DEPTH EWF
 - 6' CLEAR USE ZONE



- F BUILDING**
 - TABLE (picture 8) & SEATING
 - DISPLAY PANEL
 - STORAGE
 - MODULAR PAVER FLOOR
 - PERGOLA/ SHADE FABRIC/ ROOF?
- G NATURE ART**
 - TABLE (picture 7) & SEATING
 - ART PANEL (picture 6)
 - STORAGE
 - LOCAL/ REGIONAL FLAGSTONE FLOOR
 - PERGOLA/ SHADE FABRIC/ ROOF?
- H MUSIC & MOVEMENT**
 - TUNED MUSICAL INSTRUMENT (picture 10)
 - ACCESSIBLE STAGE (picture 9)
 - STORAGE
- I OPEN**
 - SHAPED LAWN
 - PLANTINGS

LEGEND

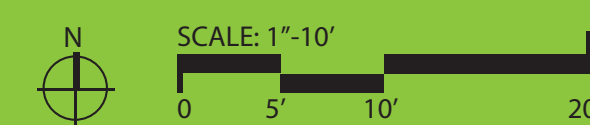
- S: STORAGE
- RB: RAISED BED
- DP: DISPLAY PANEL
- SR: STORAGE RACK
- AP: ART PANEL
- WB: WORKBENCH
- WC: WATER CASCADE
- B: BENCH



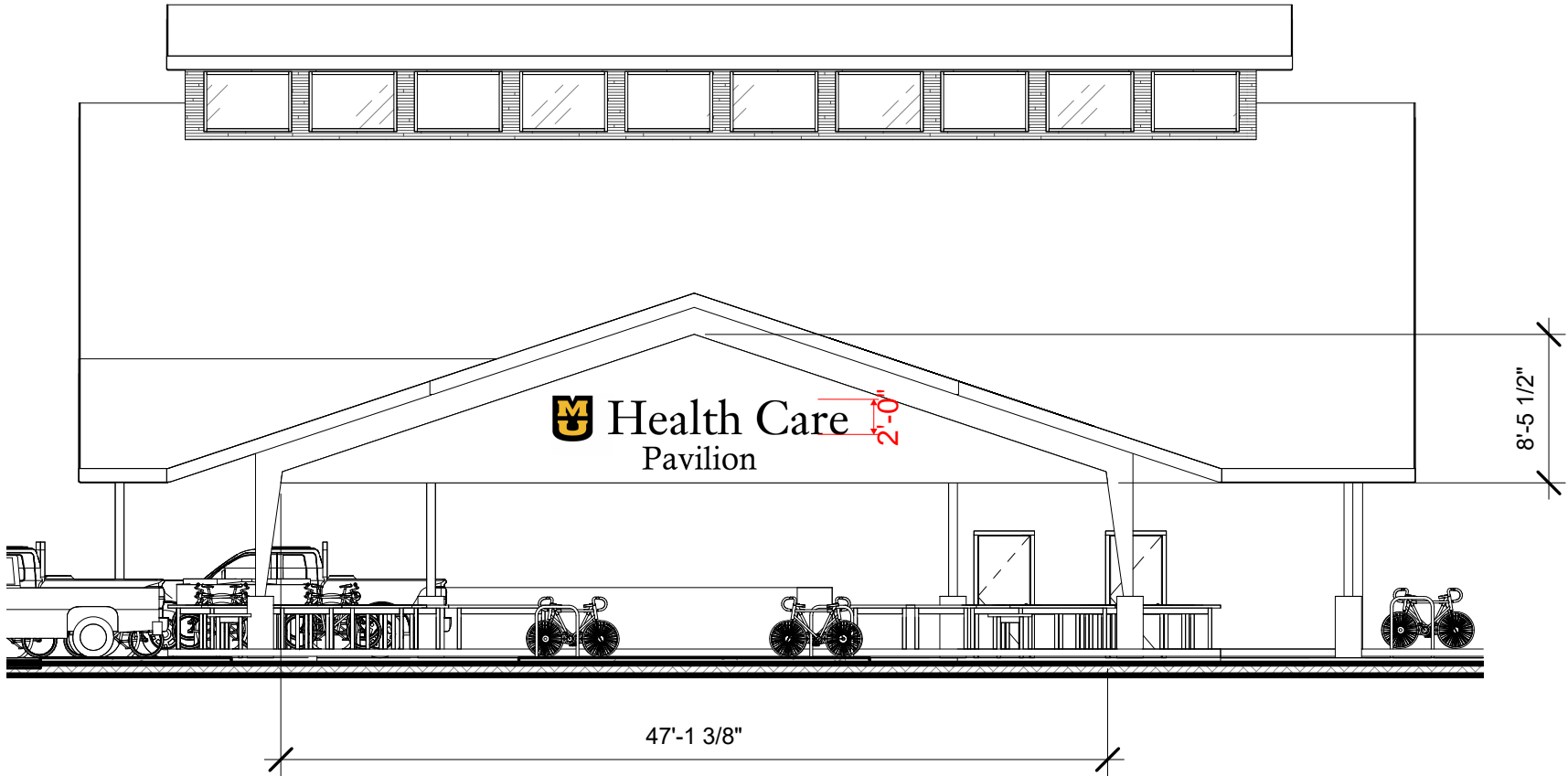
INSIDE FARMERS MARKET LOOKING EAST



OUTDOOR CLASSROOM AT CLARY-SHY Concept Plan | 11.3.16



NOT INTENDED FOR CONSTRUCTION





Naming Opportunities within the Clary-Shy Agriculture Park

Note: The length of naming term for “Sponsorships” may vary

NOTE 2: Items MU Health Care receives naming exclusivity within the health care industry are highlighted in **YELLOW**

PHASE 1 Items

ITEMS	COUNT	AMOUNT PER	TOTAL	TYPE OF LABEL NEEDED	Sponsorship/ Permanent naming
Name of Market Structure (Signage on the North, South, East and West entrances)	1	\$495,000	\$495,000	Large Signage	Sponsorship
Plaza Area (Region)	1	\$250,000	\$250,000	Medium Signage	Sponsorship
Outdoor Classroom Nature Play area	1	\$200,000	\$200,000	Large Signage	Sponsorship
Drive Lanes around Market	1	\$200,000	\$200,000	Metal Plaque	Sponsorship
Shed within Outdoor Classroom	1	\$45,000	\$45,000	Medium Signage	Sponsorship
Water Catchment	4	\$25,000	\$100,000	Metal Plaque	Sponsorship
Bio-retention Basin	1	\$25,000	\$25,000	Metal Plaque	Permanent
Teaching Raised Beds within Outdoor Classroom	10	\$5,000	\$50,000	Metal Plaque	Permanent
Parking Spaces	1	\$126,000	\$126,000	Metal Plaque	Permanent
Benches	10	\$2,000	\$20,000	Metal Plaque	Permanent
Educational Signage	5	\$1,000	\$5,000	On Educational Signage	Permanent
Pond	1	\$100,000	\$100,000	Metal Plaque	Permanent
Native Trees	100	\$250	\$25,000	Metal Plaque	Permanent

Exhibit B

DRAFT 4-27-17

Sidewalks	1	\$12,500	\$12,500	Metal Plaque	Permanent
Native Wildflowers	100	\$100	\$10,000	Metal Plaque	Permanent
TOTAL			\$1,663,500		

PHASE 2 Items

ITEMS	COUNT	AMOUNT PER	TOTAL	TYPE OF LABEL NEEDED	Sponsorship/ Permanent naming
CCUA Office Building	1	\$150,000	\$150,000	Medium Signage	Sponsorship
CCUA Production Greenhouse	1	\$75,000	\$75,000	Metal Plaque	Sponsorship
CCUA Production Walk-in Cooler	1	\$75,000	\$75,000	Metal Plaque	Permanent
Bathrooms	4	\$50,000	\$200,000	Metal Plaque	Permanent
CCUA Production Barn	1	\$30,000	\$30,000	Metal Plaque	Sponsorship
Plaza Planter Benches	8	\$10,000	\$80,000	Metal Plaque	Permanent
"Gateway" entry arches to park	3	116,667	\$350,000	Large Signage	Sponsorship
Vinyl Sidewalls for winter market configuration	1	\$100,000	\$100,000	Printed on sidewalls	Sponsorship
Drive Lanes around Market	1	\$200,000	\$200,000	Metal Plaque	Sponsorship
Demonstration Gardens	3	\$50,000	\$150,000	Metal Plaque	Sponsorship
Outdoor Classroom Teaching Area (bioswale)	1	\$50,000	\$50,000	On Educational Signage	Sponsorship
Water Catchment	4	\$25,000	\$100,000	Metal Plaque	Sponsorship
Parking Spaces	1	\$144,000	\$144,000	Metal Plaque	Permanent
Benches	30	\$2,000	\$60,000	Metal Plaque	Permanent
Educational Signage	15	\$1,000	\$15,000	On Educational Signage	Permanent

Exhibit B

DRAFT 4-27-17

Community Orchard (trees)	100	\$500	\$50,000	Metal Plaque	Permanent
Plaza Area (Pavers)	500	\$500	\$250,000	Name on Paver	Permanent
Native Trees	100	\$250	\$25,000	Metal Plaque	Permanent
Sidewalks	1	\$15,000	\$15,000	Metal Plaque	Permanent
TOTAL			\$1,769,000		

PHASE 3 Items

ITEMS	COUNT	AMOUNT PER	TOTAL	TYPE OF LABEL NEEDED	Sponsorship/ Permanent naming
Vinyl Sidewalls for winter market configuration	1	\$100,000	\$100,000	Printed on sidewalks	Sponsorship
Multi-Purpose Building	1	\$600,000	\$600,000	Large Signage	Sponsorship
Kitchen Space	1	\$100,000	\$100,000	Large Signage	Sponsorship
Kitchen Equipment Suite	5	\$25,000	\$125,000	Large Signage	Sponsorship
Amphitheater	1	\$100,000	\$100,000	Large Signage	Sponsorship
Playground Equipment	1	\$50,000	\$50,000	Metal Plaque	Sponsorship
Outdoor classroom teaching area #3	1	\$50,000	\$50,000	On Educational Signage	Sponsorship
Bio-retention Basin	1	\$25,000	\$25,000	Metal Plaque	Permanent
Site Lighting	10	\$7,500	\$75,000	Metal Plaque	Permanent
Educational Signage	10	\$1,000	\$10,000	On Educational Signage	Permanent
Plaza Area (Pavers)	500	\$500	\$250,000	Name on Paver	Permanent
TOTAL			\$1,485,000		