

**SPECIAL EVENT AGREEMENT  
BETWEEN  
THE CITY OF COLUMBIA, MISSOURI,  
AND  
EVENT ORGANIZER FOR  
TRUE FALSE FILM FESTIVAL 2018**

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and the Ragtag Film Society, a nonprofit corporation organized in the State of Missouri (hereinafter "Event Organizer") is entered into on the date of the last signatory noted below (the "Effective Date").

WITNESSETH:

WHEREAS, Event Organizer is planning to host a special event in the city of Columbia, Missouri; and

WHEREAS, pursuant to Section 24-73 of the City of Columbia Code of Ordinances, Event Organizer has submitted an application for a special event permit; and

WHEREAS, because Event Organizer's Event is either scheduled the day before or the day of any University of Missouri home football game or is an event that requires city services, equipment or support that is outside the ordinary course of business of the city, City and Event Organizer are entering into this Agreement.

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. Event. For purposes of this Agreement, the Event is identified in Exhibit A.
  - a. The rain dates of the event, if any, are specified in Exhibit A.
2. Roles and Responsibilities
  - a. Event Organizer. Event Organizer shall be responsible for complying with the terms of this Agreement and terms and plans set forth in the Attachments or Exhibits to the Agreement.
  - b. City. City shall have the responsibilities to support the Event as outlined in this agreement and Exhibit B.
3. Term of the Agreement. Except as set forth herein, this Agreement shall commence as of the Effective Date and shall continue in effect for a period of six (6) months after the last date of the Event, unless sooner terminated as stated herein.
4. Termination
  - 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 sixty (60) days written notice prior to the Event, City may terminate this Agreement for convenience.

- c. By force majeure. This Agreement may be terminated due to force majeure. The performance of each Party under the Agreement may be subject to interruptions or reductions due to an event of Force Majeure. The term “Force Majeure” shall mean an event or circumstance beyond the control of the Party claiming Force Majeure, which, by exercise of due diligence and foresight, could not reasonably have been avoided, including, but not limited to, flood, earthquake, storm, fire, lightning, epidemic, war, riot, civil disturbance, sabotage, strike, and act of God or any other cause beyond the control of the Party claiming Force Majeure. However, the obligation to use due diligence shall not be interpreted to require resolution of labor disputes by acceding to demands of the opposition when such course is inadvisable in the discretion of the Party having such difficulty. A Party shall not be liable to the other Party in the event it is prevented from performing its obligations hereunder in whole or in part due to an event of Force Majeure.
  - d. By default. Upon the occurrence of an event of Default, the non-Defaulting Party shall be entitled to immediately terminate this Agreement. A Party shall be considered in Default of this Agreement upon:
    - i. The failure to perform or observe a material term or condition of this Agreement, including but not limited to any material Default of a representation, warranty or covenant made in this Agreement;
    - ii. The Party (a) becoming insolvent; (b) filing a voluntary petition in bankruptcy under any provision of any federal or state bankruptcy law or consenting to the filing of any bankruptcy or reorganization petition against it under any similar law; (c) making a general assignment for the benefit of its creditors; or (d) consenting to the appointment of a receiver, trustee or liquidator;
    - iii. The purported assignment of this Agreement in a manner inconsistent with the terms of this Agreement;
    - iv. The failure of the Party to provide information or data to the other Party as required under this Agreement, provided that the Party entitled to the information or data under this Agreement requires such information or data to satisfy its obligations under this Agreement.
5. Fees and Other Responsibilities of Event Organizer. Event Organizer shall pay the fees set forth in Exhibit A. These fees shall be in addition to, not in lieu of, all other fees for permits required for the Event. Except as set forth in Exhibit B, Event Organizer shall obtain at Event Organizer’s sole expense any permits legally required for the Event. Event Organizers responsibilities include those set forth in Exhibit C.
6. **Hold Harmless Agreement. To the fullest extent not prohibited by law, Event Organizer 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 Event Organizer, of any subcontractor (meaning anyone, including**

**but not limited to consultants having a contract with Event Organizer or a subcontractor for part of the services), of anyone directly or indirectly employed or supervised by Event Organizer or by any subcontractor, or of anyone for whose acts the Event Organizer or its subcontractor may be liable, in connection with this Event (including Event volunteers). This provision does not, however, require Event Organizer to indemnify, hold harmless, or defend the City of Columbia from the City of Columbia's own negligence. This clause shall survive termination of the Agreement for a period of five (5) years from the last date the Event is held or until such time as any litigation is resolved, whichever is longer.**

7. Governing Law and Jurisdiction. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the United States as applicable. The venue for all litigation arising out of, or relating to this Agreement 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.
8. Compliance with ADA and Nondiscrimination Laws. Event Organizer shall comply with federal, state and local laws related to Equal Opportunity and Nondiscrimination. Event Organizer shall not discriminate on the basis of race, color, religion, sex, national origin, ancestry, marital status, disability sexual orientation or gender identity. In addition, Event Organizer shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices and public accommodations. Event Organizer shall make the Event accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.
9. Compliance with all Laws. Event Organizer shall comply with all federal, state, and local laws, rules, regulations, and ordinances.
10. Sunshine Law. City is subject to the Missouri Sunshine Law. The Parties agree that the Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law, as amended. Event Organizer shall not give any confidential or proprietary information to the City of Columbia to maintain.
11. 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.
12. Notices
  - a. 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  
P.O. Box 6015  
Columbia, MO 65205-6015  
ATTN: City Manager

If to Event Organizer:  
Ragtag Film Society  
c/o Tracy Lane, Registered Agent  
10 Hitt Street  
Columbia, MO 65201-5014

- b. 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.
13. 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.
14. 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.
15. No Third Party Beneficiary. No provision of the Agreement is intended to nor shall it in any way inure to the benefit of any customer, property owner or any other third party, so as to constitute any such Person a third-party beneficiary under the Agreement.
16. Facilities and Event Requirements. The City Manager or his designee is hereby authorized to grant a special event permit to Event Organizer for the Event to be held on the dates set forth above and in Exhibit A at the locations specified in the Venue and Event Maps outlined in Exhibit D. Per section 24-73, the city manager may cancel or postpone a special event permit if the manager thinks that any denial condition exists or is likely to exist or to otherwise protect people and property in the city. The special event permit is contingent upon Event Organizer complying with this Agreement and operating the Event according to terms set forth herein and in the Attached Exhibits, all permit requirements or conditions, and according to the terms of Event Organizer's insurance coverage.
17. Insurance. Event Organizer shall maintain, on a primary basis and at its sole expense, at all times during the life of the Agreement the insurance coverages, limits, including endorsements described in Exhibit E.
18. Warranties and representations of Event Organizer. Event Organizer hereby warrants and represents that:

- a. Event Organizer has the power and authority to enter into and perform this Agreement and is not prohibited from entering into this Agreement or discharging and performing all covenants and obligations on its part to be performed under and pursuant to this Agreement;
- b. Event Organizer has taken all action required by applicable law in order to approve, execute and deliver the Agreement;
- c. This Agreement is a legal, valid and binding obligation of Event Organizer enforceable in accordance with its terms, except as limited by laws of general applicability limiting the enforcement of creditor's rights or by the exercise of judicial discretion in accordance with general principles of equity.

19. Alcohol. Event Organizer has requested permission to provide alcoholic beverages as part of the operations agreement. All alcohol at the Festival shall comply with the following provisions:

- a. Waiver of alcohol is contained to the area defined by the 20x60 tent to be set up by A-1 Rentals as outlined in the Supplemental Materials (Exhibit A) and Map/Diagram (Exhibit D) and is valid on Thursday, March 1, 2018 from 5:30 p.m. until 7:30 p.m.
- b. Alcohol service is limited to two (2) alcoholic beverages per consumer per transaction.
- c. Alcoholic beverages shall not be served in glass bottles or glass containers. Alcoholic beverages shall be served only in clear, plastic and/or commemorative cups, plastic bottles or cans. Alcoholic beverages shall be served in containers that are distinctively different from each other.
- d. Event Organizer bartenders and festival staff are responsible for insuring that identifications are checked before serving alcoholic beverages. Event Organizer will have festival staff and security at all entry and exit points of the alcohol areas insuring open containers do not leave the area.
- e. All servers and event staff in the alcohol service areas are required to complete SMART training offered online by the University of Missouri on alcohol awareness and the restrictions listed above. Persons serving alcohol are required to carry a server certificate issued by the Department of Health and Human Services.
- f. Intoxicated individuals shall not be served.
- g. Event Organizer shall post signage stating "No Alcohol Permitted Past this Point" at all exit points of the alcohol areas.

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

<u>Exhibits</u>	<u>Description</u>
A	Supplemental Materials
B	City's Responsibilities in support of Special Event
C	Event Organizer's Other Responsibilities

- D Venue and Event Maps
- E Insurance Requirements

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

21. Entire Agreement. This Agreement represents the entire and integrated Agreement between Event Organizer and City relative to the Event herein. All previous or contemporaneous agreements, representations, promises and conditions relating to the Event described herein are superseded.

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

Event Organizer

By: \_\_\_\_\_  
Jeremy Brown, Executive Director

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

ATTEST:

\_\_\_\_\_

Special Event Agreement  
True False Film Festival 2018  
Exhibit A – Supplemental Materials



## **SUPPLEMENTAL MATERIALS FOR TRUE/FALSE SPECIAL USE APPLICATION FORM**

*Set Up and Tear Down dates/times:* February 23 - March 1, 2018, 8 AM - 10 PM daily; March 5, 2018, 8 AM - 10 PM; March 6 - 8, 2018, 9A - 6P.

*Event dates/times:* March 1, 2018, 4 PM - 1 AM; March 2 - 4, 2018, 9 AM - 1AM daily.

*Detailed description of event:* The True/False Film Fest will run March 1 - 4, 2018, for its fifteenth edition. The festival conducts approximately 140 film screenings at 8 Columbia locations; those locations are: The Picturehouse, located inside the Missouri United Methodist Church on 9th Street; Missouri Theatre Center for the Arts; The Blue Note; Ragtag Cinema; the Forrest Theater at the Tiger Ballroom; Jesse Auditorium; Rhynsburger Theatre (on MU campus); and the Globe Theater, located at the First Presbyterian Church on Hitt Street. Each screening is preceded by a short musical performance. In addition, the festival puts on 15 special events, 1 parade, and 9 public art installations (see below for details), which includes 1 large sign that we consider to be art (see below for details). Additionally, the fest has a partnership with Columbia Public Transit to provide free rides to the public, including pass-holders, on a special T/F Go CoMO route during the festival (see below for agreement service details; route is included in our maps doc, TF\_maps2018.pdf). Columbia Public Transit will be installing temporary signs at all of the T/F Go CoMO stops, and T/F has worked with Architectural Design students at MU to build and install 6 temporary bus shelters for selected stops (see pages 20-22 for details).

### **Details about Go CoMO operation during T/F**

During the Fest, Go CoMO will run two routes: the shorter one stops near all T/F venues (total loop time: 20 minutes) and the other makes a wider loop that includes the University of Missouri and Stephens College campuses (total loop time: 30 minutes).

#### *T/F Go CoMO Loop Operating Hours:*

Thursday, March 1: 3:00pm to 1:30am

Friday, March 2: 9:00am to 1:30am

Saturday, March 3: 9:00am to 1:30am

Sunday, March 4: 9:00am to 1:30 am

#### *Go CoMO Loop Operating Hours:*

Thursday, March 1: 6:30am to 8:00pm

Friday, March 2: 6:30am to 8:00pm

Saturday, March 3: 10am to 8:00pm

Sunday, March 4: None

All Go CoMO buses will run for free during the festival weekend. Please see the TF Maps PDF for shuttle route and stops.

A series of festival-related maps and layouts are included in the TF\_maps2018.pdf document; a map of the festival area with all venues, art installations, and bus shelters intended for the 2018 Fest marked is attached; a map detailing the plan for the street closure (see below); the Go CoMO bus route; and a layout of the plan for the interior of the tent as required by the tent permit application.

A note about late-night parties -- as always, we will inform the Police Department of any late-night events (date & time, location, etc) that we will be hosting. All parties are private events.

### **Street Closure, Parade, and Tent**

As in 2017, for the 2018 Fest we would like to close the block on 9th Street between Elm and Locust for the entire festival weekend. This was a big success in 2017; all relevant parties were pleased with the results. Our reasons for wanting to have this street closure again are the same as in 2017, with the added reason that it was well-liked. Those reasons are as follows: in order to expand the capacity for the Jubilee (our opening night event), we placed a tent on 9th Street outside the Missouri Theatre, which required the street to be closed during that event; additionally, we would still intend to request a street closure for the parade and Reality Bites, held on Friday, regardless of the Thursday street closure; thus, we determined that it made more sense to request a longer street closure than to request two separate street closures (one Thursday, one Friday), and a closure for the entire weekend could precipitate an increased celebratory, community atmosphere, and that we could foster that atmosphere. Properties aligning the block will be providing power for art installations and other structures as needed; permission arrangements will be made with property owners (we have been in conversation with Missouri Theatre and the Methodist Church, and will talk to others as proves necessary). Extension/power cords run from buildings to objects in the street will be managed in such a way as to eliminate trip hazards.

As in 2017, we plan to install multiple interactive public art pieces on that block, to encourage community members and festgoers to spend time in that block throughout the festival weekend. Details about these pieces are included later in this document (see pages 10-13). In addition to the art pieces, we would also plan to include other structures that will serve various purposes.

#### **1. Trailer for Merchandise**

T/F has made arrangements to have a vintage airstream parked within the street closure to provide a mobile merch station and public gathering space. We would plan to bring in this trailer no earlier than Thursday evening, March 1, 2018.

#### **2. Parklet**

We plan to place the Parklet in the same place as we did in 2017; we will work with Parks and Recreation to coordinate the logistics of placing it. We would plan to install the parklet no earlier than Monday, February 26, 2018, and no later than Wednesday, February 28, 2018.

#### **3. Food Truck**

As in 2017 (note: this was not included in our TF 2017 Special Use Permit application because the sponsor came on board in February), we will plan to house the Fresh Ideas food truck within the street closure area. The food truck will be brought in on Thursday, March 1, 2018, and will be stationed on the south end of the tent (perpendicular to the sidewalk) for the time that the tent is up. Once the tent is removed on the morning of Friday, March 2, the food truck will be relocated to be stationed parallel to the sidewalk, and located approximately in front of the MO Theater Box Office/Columbia Art League. The truck is 8' wide, 24' long, and 11' tall; we will use power as noted above to power the food truck (rather than a generator, which is prohibitively loud). Please see the included map document for a planned layout of the street closure, including the food truck placement.

As noted above, we will have a tent installed outside Missouri Theatre for the Jubilee on Thursday, March

1. This tent will measure 20'x80' (comprised of four 20'x20' tents), and will be installed on Thursday by 10A, and taken down on Friday by 10A. This tent will be professionally installed by A1 Party & Event Rental; the tent permit paperwork is included in this application. The tent will have walls on all sides; on the side facing Missouri Theatre, there will be a large section without walls that will serve as the primary entry/exit. We plan to rope off the sidewalk between the tent entry/exit and the main Missouri Theatre doors so that we can better manage passholder entry/exit. The tent and adjacent sidewalk area will be open to Lux passholders and above only. Please see the included map document for a planned layout of the street closure, including the tent placement, as well as a planned layout of the interior of the tent.

As noted above, the parade will take place on Friday, March 2, 2018, beginning at 5:15P, and is scheduled to complete the journey by 6P. The parade will start at the Boone County Courthouse Square on Walnut and 8th St. It will traverse to 9th St and travel 4 blocks to Missouri Theatre (between Locust and Elm Streets). Pending City approval of the street closure request described above, there will be a block celebration kick off event on 9th Street (between Locust and Elm Streets) between 5:30P and 7P. We would also like to request police assistance for the 9th and Broadway intersection and/or the 9th and Cherry intersection during the parade, if available.

### **Open Container Waiver**

As in 2017, we will provide an exemption for open container waiver for True/False 2018. We will submit that paperwork to the City as soon as we receive it. This would be with regards to the interior of the 20x80 tented area and the section of the sidewalk between the tented area and the main doors to Missouri Theatre, which will be in place on Thursday, March 1, 2018. We have included the exemption documentation for True/False 2017 in this application.

### **Trash, Recycling, and Compost**

We have also requested additional trash and recycling receptacles to help assuage littering during the weekend. Pending approval of True/False's agreement with the City of Columbia, Solid Waste will, as in previous years, set and remove the receptacles for us in 2018; we request that they be set on March 1, and removed on March 5, and that they be set at the following locations: Blue Note/Coffee Zone; by Ragtag/Uprise; at corner of Walnut and Orr, by Sager Braudis Gallery (the 2018 TF Box Office); by Tiger Hotel; throughout Alley A (between Hitt & 8th); at corner of Cherry & Hitt by parking garage; by Yogo Love on 9th; at 9th & Elm by MOUMC; at corner of University and Hitt, by Rhynsburger; and at the TF Party space, location TBD. We also requested a dumpster, to be placed at the TF Lab (our workspace, located at 1600B Business Loop 70 East) for four total months (mid-Dec through mid-April); pending approval of our agreement with the City of Columbia, the City will cover the cost of two of those months (mid-February through mid-April, 2018). T/F also secures a dumpster for the Party Space (location TBD), which we cover all costs for. Finally, Solid Waste has agreed to lend TF 20 X-frame receptacles for use in our film venues and other spaces.

In previous years, Deputy City Manager John Glascock has granted permission for TF and CCUA to haul food waste during the festival weekend. We are requesting said permission again, pending approval of our Special Use Permit application.

### **Parking meter cloth covers**

As in prior years, we will also be utilizing several parking meters; again, pending approval of our agreement with the City of Columbia, cloth bags will be provided for 24 parking meters. All bags will be used for art installations and/or loading/unloading/parking Fest vehicles during T/F set up, the fest itself,

and break down. We are requesting the following parking meter numbers for Monday, February 26 through Monday, March 5, 2018 (except where noted):

- 1 - across the street from the Tiger Hotel on 8th: 8S16/8S14 (double)
- 2 - on the NW corner of Locust + 9th: L811/L809 (double)
- 2 - on the SW corner of Locust + 9th: L814/L816 (double)
- 2 - on the South side of Locust on the 800 block: L810/L812 (double)
- 1 - on the NE corner of Locust + 9th: L900 (one on a double)
- 2 - In front of MOUMC on 9th: 9S212/9S210 (double)
- 1 - In front of CAL on 9th: 9S209 (single)
- 2 - In front of Shakespeare's on 9th, for parklet: 9S217/9S219 (double) - *starting Fri Feb 23*
- 1 - on the SW corner of University + Hitt: U932 (one on a double)
- 1 - on the NE corner of 10th + Elm: TS220 (one on a double)
- 1 - on the SE corner of 10th + Locust: TS200 (one on a double)
- 3 - on the 200 block of 10th behind MOUMC: TS203 (one on a double), TS211/TS213 (double)
- 2 - on Cherry Street near Ragtag: C1011/C1009 (double)
- 1 - at 10th + Alley A on the West side of 10th: TS11 (single?)
- 1 - On 9th in front of the Blue Note: 9N13 (single?)
- 1 - TBD (music lounge)

We are also listing all meter requests as numbers for ease of use for the City Parking Utility: 8S16/8S14 (double), L811/L809 (double), L814/L816 (double), L810/L812 (double), L900 (one on a double), 9S212/9S210 (double), 9S209 (single), 9S217/9S219 (double), U932 (one on a double), TS220 (one on a double), TS200 (one on a double), TS203 (one on a double), TS211/TS213 (double), C1011/C1009 (double), TS11 (single?), 9N13 (single?).

## **Signs**

In addition to the "Globe" sign (see below), we will also have smaller directional and informational signs at our venues.

### *Box Office banners:*

The Berry Building (Walnut St.) will have (3) vertically oriented fabric banners, each approximately 30" wide x 12' tall, attached to the brick wall above the street-level picture windows and between the upper story windows. We have secured permission from the building owner and tenants to do so.

### *Sandwich boards:*

The following venues will have standard-size sandwich boards set outside for purposes of identifying events/films: the Blue Note, the Globe (First Presbyterian), Ragtag, Forrest (Tiger Hotel), Picturehouse (MOUMC), Missouri Theatre, Rhynsbarger Theatre (on MU campus), and Jesse Auditorium. There will be (2) smaller "no TF parking" signs for use by the First Presbyterian Church.

## **Parking Garages + T/F Volunteers**

True/False will provide volunteers as listed below to assist at 10th and Cherry and Short Street Garages. Volunteers will report directly to Tanner Morrell and will be trained by Tanner and/or his staff.

Every volunteer will be given a high visibility vest as well as a radio to communicate with one another as well as with Tanner and/or his staff.

Volunteers will be able to grab a gate-arm lever and pull to open/ close the gate, and may be required to stand/walk for long amounts of time.

Volunteers to be provided as listed below:

Thursday- 1 booth attendant at Short Street Garage from 4pm to midnight. At least 2 volunteers at 10th & Cherry Garage from 4pm to 6pm. (*Volunteers provided by TF Thursday: At least 1 for an 8-hour shift; and at minimum 2, and at maximum 3, for a 2-hour shift.*)

Friday- 1 booth attendant at Short Street Garage from 4pm to midnight. At least two volunteers at 10th & Cherry Garage from 10am to 6pm. If you can find a fourth volunteer to work 8am to 4pm at Short Street, it would be much appreciated. If not, one of my staff will cover. (*Volunteers provided by TF Friday: At minimum 3, at maximum 4, for an 8-hour shift.*)

Saturday- 1 booth attendant at Short Street Garage from 8am to 4pm, another from 4pm to midnight. (*Volunteers provided by TF Saturday: 2 for an 8-hour shift.*)

Sunday- 1 booth attendant at Short Street Garage from 8am to 4pm, another from 4pm to midnight. (*Volunteers provided by TF Sunday: 2 for an 8-hour shift.*)

The City will send a parking rep to the parking garages at the beginning of each volunteer shift to ensure that the volunteers have arrived and are comfortable with their role.

## **Temporary Art Installation Proposals**

We have numbered each of the proposals below; the numbers correspond with the numbers listed on the TF map, included in our materials.

### ***Alley A***

#### **1. Neon Sculpture (“All That is Possible is Real”) at 9th & Alley A**

##### *Description*

“All That is Possible is Real” is a piece by Texas-based artist Alicia Eggert. The piece consists of a neon sign whose words flash on and off between two similar but different messages: “All that is real is possible” and “All that is possible is real.” The sign is inspired by a passage from the philosopher Immanuel Kant’s *The Logic of Pure Reason*.



*A photo of the piece as installed for T/F 2016.*





*Artist's rendering of the piece; the neon flashes between the two statements.*

#### *Construction*

The sign has been constructed in such a way as to be easily installed and later disassembled at the conclusion of the festival. It consists of 18" tall red neon letters that were fabricated by Neon Time, a neon fabricator located in St Charles, MO. The letters will be mounted to metal rails that have been pre-assembled and painted. The rails will be anchored to the brick wall at a height of 8 feet, in order to keep the fragile glass letters out of reach. The neon transformers and custom controller will be housed in boxes which will be placed in the offices located immediately above the piece (their windows are easily accessible).

#### *Installation timing*

We plan to install the sculpture no earlier than Monday, February 26, 2018, and no later than Wednesday, February 28, 2018. We will remove it on Monday, March 5, 2018 or, if weather is a concern, on Tuesday, March 6, 2018.

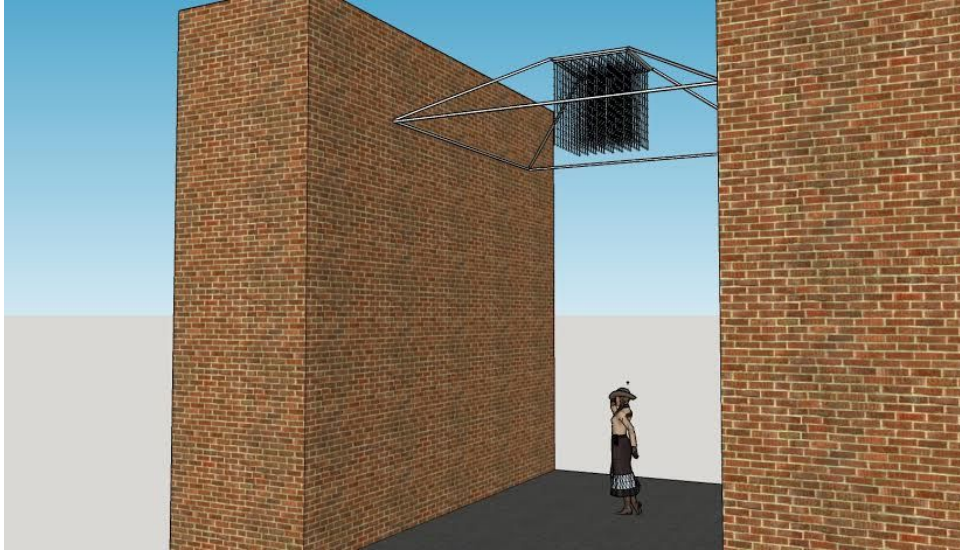
## **2. LCD Light sculpture ("LightRain") near I-beams at Hitt end of alley**

Local artist Ben Harris is creating an art installation using 1000 RGB LEDs to simulate rain. The structure consists of welded mild steel beams strung together with stainless steel wire attached to welded-on eyelets. There will be 1000 individually addressable LEDs controlled by a team of Electronic controllers running sectioned programming to simulate rain and other weather-related effects.

#### *Construction*

Construction will start off by cutting all materials to length and placing welds on individual components. Eye bolts will be then welded at all points where the cables will be attached. Stainless steel cable will be trimmed to length, fastened, crimped, tightened then crimped again to desired length. The backbone structure in the image below will then be welded together.

We will use G-Clamps (also known as C-Clamps) to attach the parallel lower struts to the the I-Beams, which will also serve to clamp the square base flat. Please note that the below image (artist's rendering) does not show the I-Beams; the sections of the structure that run perpendicular to the buildings at the bottom of the structure will be placed on top of the I-Beams and attached as indicated above.



*Artist rendition of approximate location and position of piece.*

#### *Installation timing*

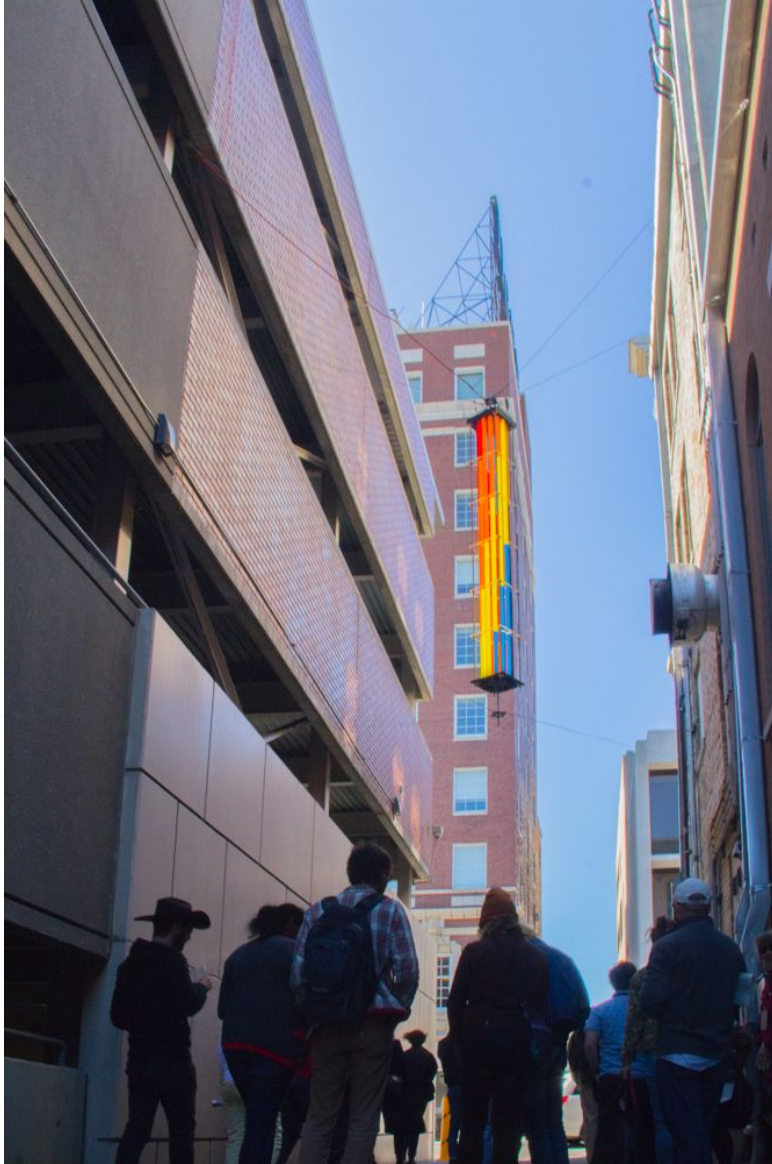
We plan to install the sculpture no earlier than Monday, February 26, 2018, and no later than Wednesday, February 28, 2018. We will remove it on Monday, March 5, 2018 or, if weather is a concern, on Tuesday, March 6, 2018.

#### **3. Light sculpture at Tiger Hotel end of alley**

For the 2018 festival, we would like to once again install the light sculpture on the Tiger Hotel end of the alley. We installed this piece in this spot in the same way for both TF 2016 and TF 2017. Below, we have included an image from TF 2016 to provide an idea of where/how the piece will be installed, as well as a description of the plan for installation. Obviously a big part of the location involves using the City parking garage located at 8th and Cherry; we hope that the City will be amenable to us once again utilizing the garage as we did in 2016 and 2017, and as outlined below. Additionally, we have secured permissions from the building and business owners adjacent to where the piece will be installed.

The sculpture's clear dimensions are 8'x1'x1'. It will be suspended vertically in the Alley using a hydraulic lift. Once installed, its lowest point will exceed 15'.





*Piece as installed in 2016.*

We plan to suspend the piece from cables between the City garage and the building across the alley. For the garage side attachments, we would use the big steel beams and various other suitable anchor points available on the parking garage. On the building across the alley, we will reuse existing masonry anchors and eye hooks, which we installed for the 2016 Fest. Cable harnesses are used on both top and bottom ends of the piece.



*Taken from inside the parking garage, looking out onto alley.*



*Potential Lightbox Power Source*

*Installation timing*

We plan to install the sculpture no earlier than Monday, February 26, 2018, and no later than Wednesday, February 28, 2018. We will remove it on Monday, March 5, 2018 or, if weather is a concern, on Tuesday, March 6, 2018.

**9th Street closure Art**

As noted elsewhere, we are hoping to close the block of 9th Street between Elm and Locust for the duration of the festival weekend. Rather than simply closing off the street, we wanted to make the space

interesting and dynamic, for our passholders and ticketholders, and for the general public. To that end, we're working with four different artists to create a temporary sculpture garden, with interactive installations suitable for all ages and open to the public.

#### **4. Gyro Kinetic Structure**

The basic structure of this installation is a house suspended within three rectangular rings; each ring will be made out of 2 inch square tubing. Each ring will rotate independently on a separate axis. The "home" will rotate on its own, independent axis. The stationary outside ring will be 14 feet tall and 14 feet wide. For stability, the largest 14 foot ring will be supported laterally by additional steel trellis bracing. Each additional ring will be considerably smaller to facilitate easy rotation. The second ring will be about 10 feet, the third ring will be about 8 feet, and the "home" will be about 6 feet. The specific dimensions will be determined based on aesthetic appeal and practical concerns.

Each physical axis will be common and proven Ford F150 wheel bearing hubs that have been chosen for their reliability and strength. The kinetic feature of the sculpture will be driven by an electric motor, isolated within the base of the structure. The rate of rotation is dictated by the transmission of the electric motor which will be specifically geared to be slow and consistent at the pace of about 2 rotations per minute.

The sculpture will be securely supported by a base structure of plywood decking and 2x6 boards, using common wood framing techniques. The base will be slightly elevated and extend past the width of the rotating parts, which along with additional barriers flanking the decking platform to insure that no attendees will be able to interfere with any moving parts.

The interior "home" structure will be made out of various found materials chosen specifically for their lightness, aesthetic appeal, and structural integrity. The structure of the "home" will be intentionally weighted to insure consistent and even movement in all of it's various rotations.

We will not allow attendees to rotate the structures; the staging and stationary exterior ring will discourage attendees from approaching the rotating interior portions. If needed, we will add additional barriers around the edge of the staging. We will turn the motor off and lock up the moving parts overnight for all three nights that the structure will be in the Street Closure Area.

The artists (locals Daniel Heggerty, Mark Steck, and Joseph Fischer) created a model of the intended design (note: model does not include the additional steel trellis bracing or the electric motor discussed above). Images from three angles:



#### *Installation timing*

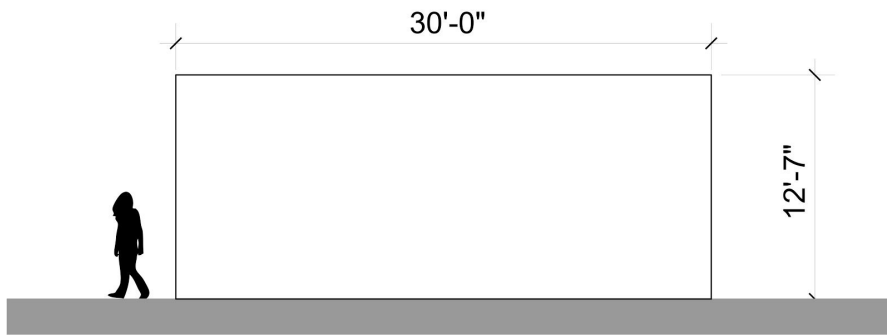
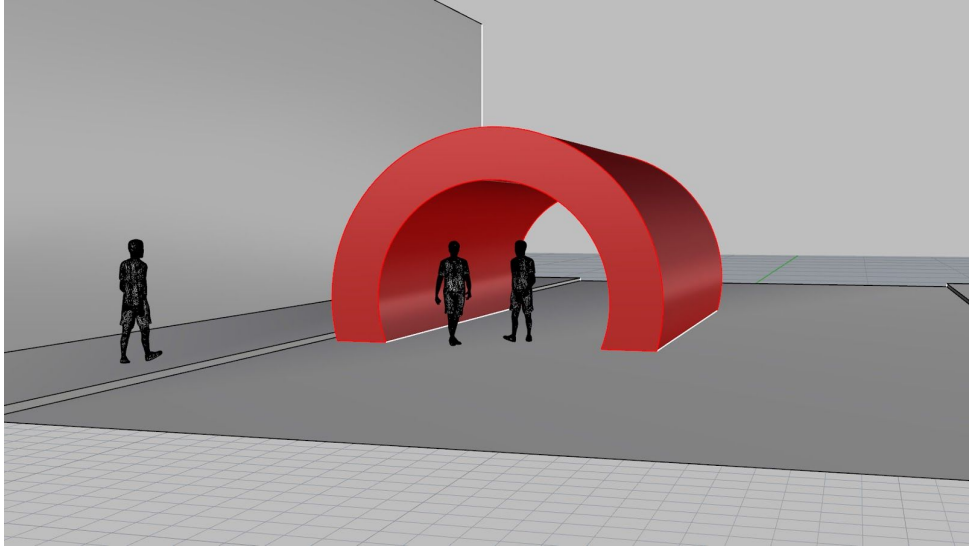
We plan to install the sculpture on Thursday, March 1. We will remove it by midnight on Sunday, March 4.

#### **5. Pneuhaus - FOG installation**

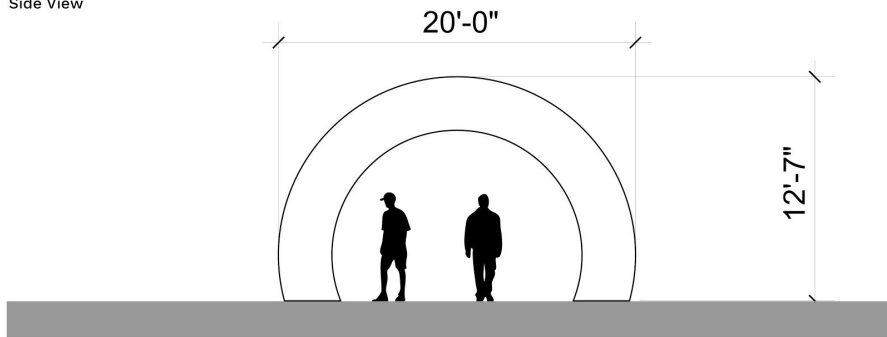
Pneuhaus (<http://www.pneu.haus/projects>) is an artist collective based out of Providence, RI. They create large-scale, immersive pieces that encourage interaction. With backgrounds in architecture, art, and design, they are very aware of the need to ensure that their pieces are structurally sound and safe for all participants, and we will work with them closely to ensure the safety of the piece and the install. They carry their own insurance.

They are fine-tuning their design, but have provided some rough details and schematics, below. We would install in the street closure area discussed above (9th St block between Elm and Locust). It will be similar in feel and construction to their other pieces, which can be viewed on their website.

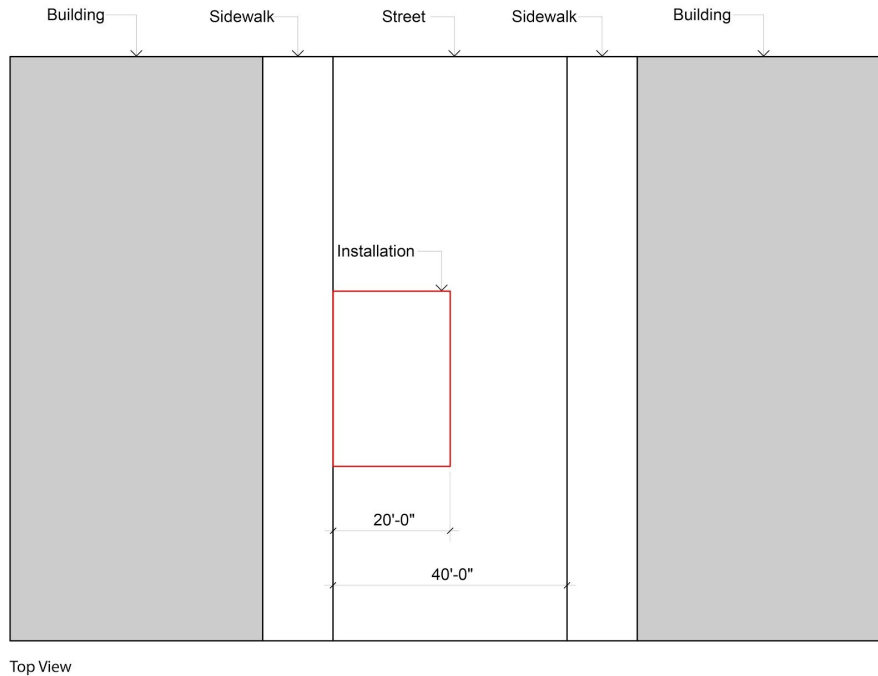
The fog installation will be a tunnel where visitors enter one end and exit the other. Inside the walls will be fog, giving the experience of the air as a fluid that can be interacted with. The wall will be inflated by a constant air blower (it will be turned on the whole time). The wall is welded PVC, with baffles (inner walls) to give the form. As noted above, the final form is still being designed, but the key elements, such as the tunnel-form and ensuring that there is room on the street for a fire-lane, will stay. If the form changes to be wider, since the piece is lightweight it can be dragged to make room for emergency vehicles.



Side View



Front View



*Installation timing*

We plan to install the sculpture on Thursday, March 1, 2018. We will remove it by midnight on Sunday, March 4, 2018, or, if that proves impossible due to weather or other concerns, on Monday, March 5, 2018.

**6. Radar Rugs**

The concept for Radar Walk is a path or area made up of a series of maps of typical mid-Missouri weather radar patterns; local artist Carrie Elliott will use archival weather maps (available from the National Weather Service) as the base for larger-scale visual interpretations of local weather patterns such as a summer thunderstorms and winter snowstorms. The maps will be painted on artificial turf or indoor/outdoor carpet and installed on the street. The installation would made up of approximately 12-15 cut out weather radar maps, approximately 6 feet by 8 feet, varying in size and shape by storm pattern. Each storm pattern will be cut out of substrate (artificial turf) separately and painted with spray paint (or, if spraypaint proves insufficient, weather-resistant outdoor paint) to represent an individual storm event.

The exact location of these pieces within the street closure area will be determined the day of the install, as they are very easy to move, but will likely be clustered in one area.



*Sample rug created by the artist*

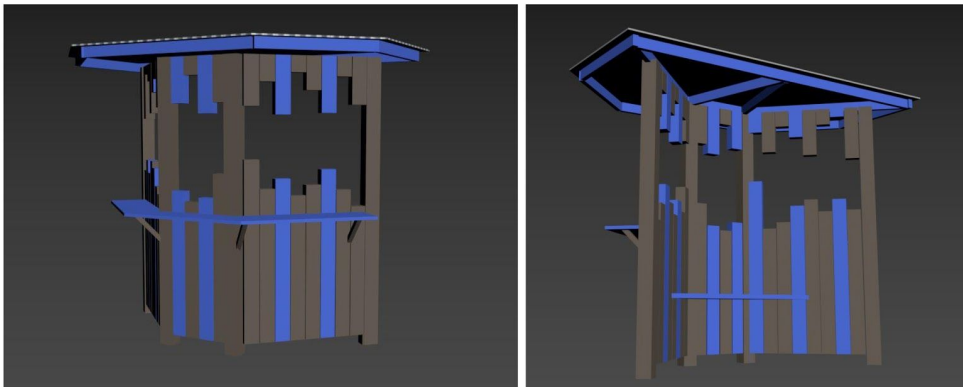
#### *Installation*

We plan to install/arrange the rugs on Thursday, March 1, 2018. We will remove them by midnight on Sunday, March 4, 2018.

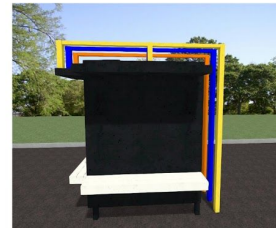
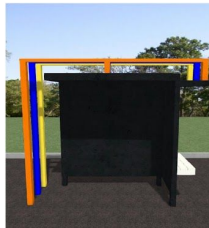
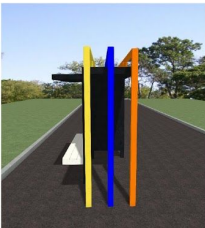
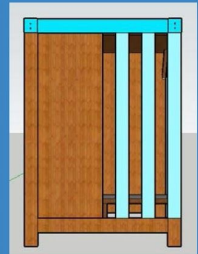
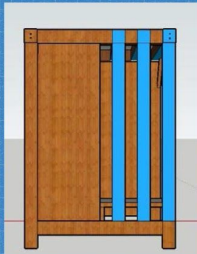
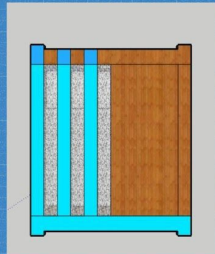
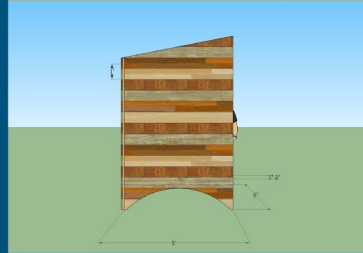
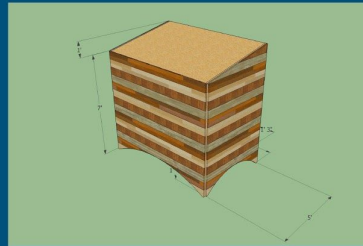
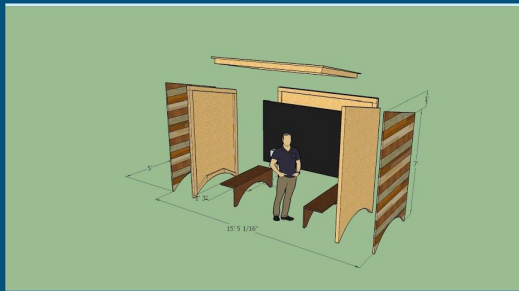
#### **7. Conversation Stations**

In conjunction with students from the University of Missouri Architectural Studies Department, we will construct 4 “Conversation Stations” to be installed in the street closure area. These structures will serve as resting spaces for attendees to utilize during the fest; our hope is that they will foster conversations among strangers and friends. Additionally, we aim for each structure to be visually appealing, works of art in their own right. Below are images of the Conversation Stations as proposed by the students.

### 3D Drawings



## True/False 2017 Conversation Station



Behind the colorful beams, there is plenty of room to stand and mingle.

The east elevation shows an area to sit on the structure's exterior. The bench wraps around both walls for maximum seating.

The north elevation shows the standing space and access point for wheelchairs.

The south elevation reveals a bench that has an overhang above it to protect people from the weather.

### *Installation*

We will install the Conversation Stations on Thursday, March 1, 2018, and will remove them from the street by midnight on Sunday, March 4, 2018. The exact location of each structure will be determined on site, but the accompanying map (see TF\_maps2018.pdf) indicates the approximate location of each.

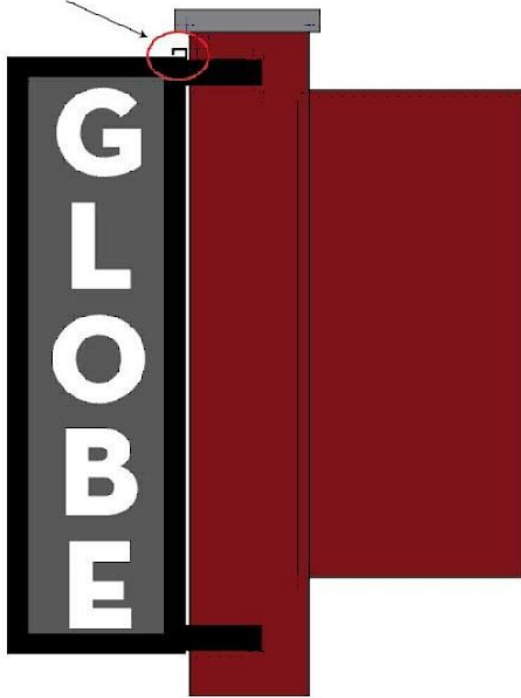
### **8. 10th & Cherry City Parking Garage - Temporary Sign**

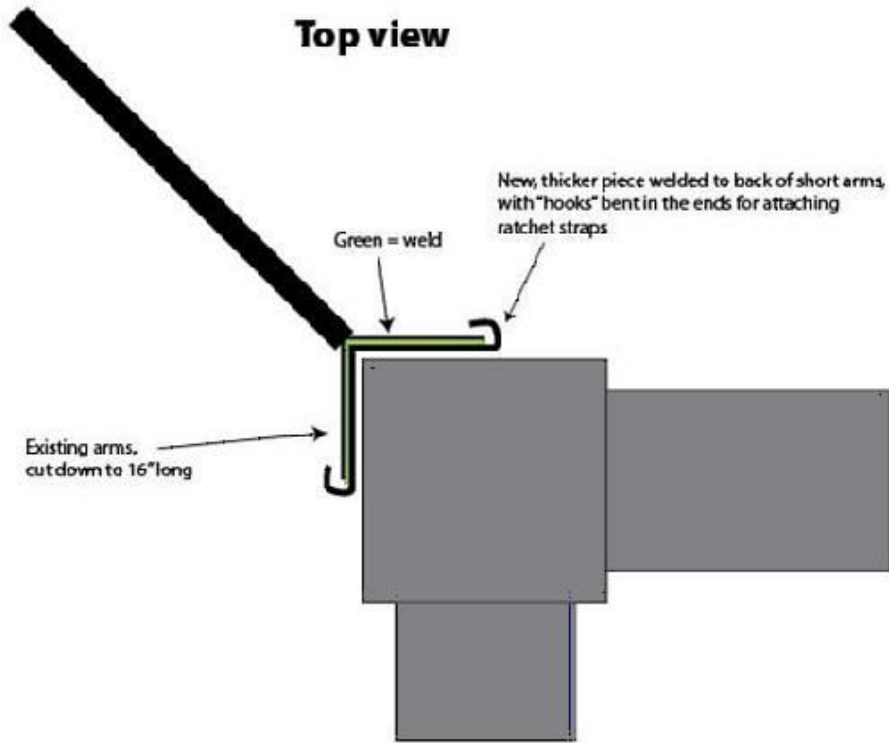
As we have since 2013, we plan to install a large sign, pointing towards the Globe Theatre (the First Presbyterian Church on Hitt St.), on the 10th and Cherry City Parking Garage. The sign comprises 5 illuminated letters in a vertical stack, 10' tall and 2.5' wide, along with an additional circular segment containing an illuminated arrow, 2' in diameter.



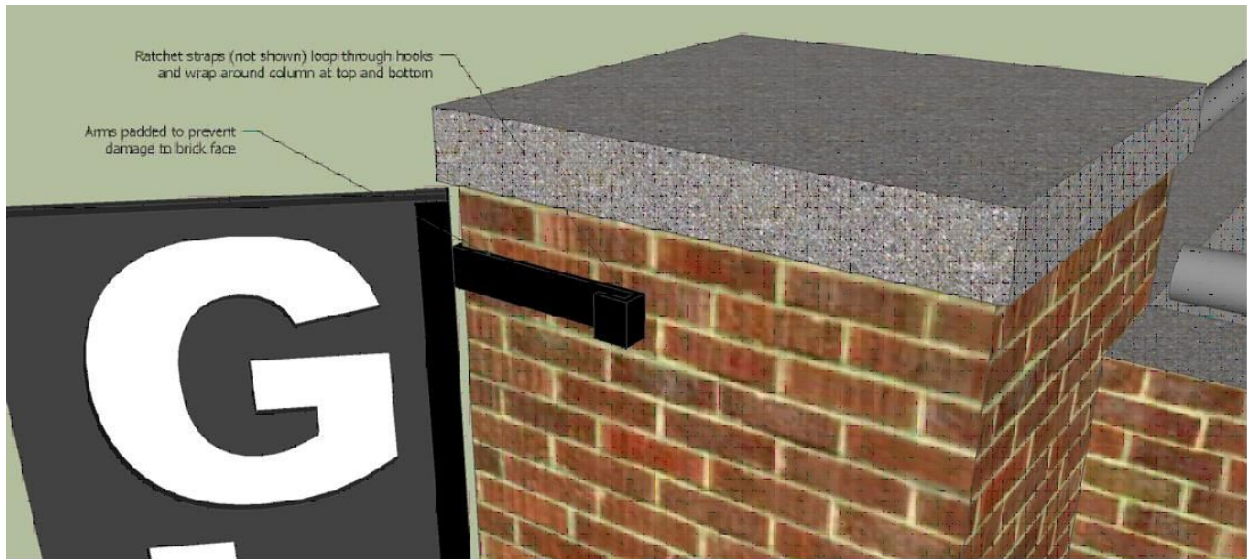
As in prior years, for the 2018 fest we would like attach the sign to the north-east corner of the garage. The metal frame used has been reinforced with additional material and (4) attachment points, (2) each at the top and bottom of the frame. Cable riggings will be used to secure the top and bottom of the frame to the garage, by looping through attachment hooks and around the garage corner column and cinching the sign frame tightly against the column.

Add hook or bent tab to top corners,  
for attaching to hoist for lifting & lowering

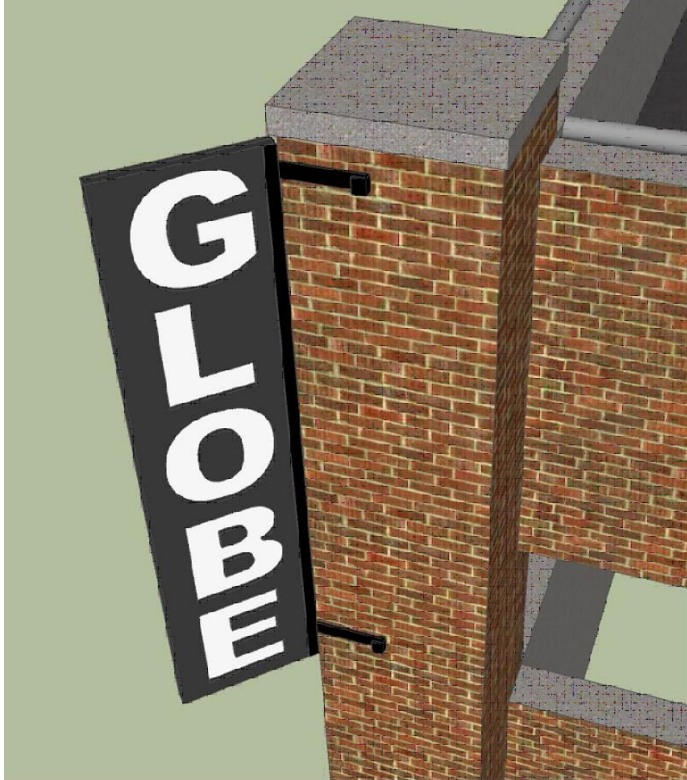




*Images above show the hanging mechanisms.*



*Images above show additional hanging mechanisms.*



*Artist rendition of installed sign.*

We will also be using the available power source in the garage. We estimate that the total usage would be 110 volts, 60-80 watts, about like running a light bulb all weekend.

Installation will occur no earlier than Monday, February 26, 2018 and no later than Thursday, March 1, 2018; we plan to take it down by the end of the day on Monday, March 5, 2018, or, if weather is an issue, Tuesday, March 6.

### **9. The Great Wall**

As in the past three years, we will install a large-scale projection, which we call The Great Wall, onto an existing wall. For 2018, we plan to project onto the north wall of The Rise (see below photo). The projector will be housed on the roof of the Hodapp building just north of The Rise. We have secured permission from the building and relevant business owners. The Great Wall is a carefully curated series of video art, created by visual artists hand-picked by True/False. It will run on Thursday, Friday, Saturday, and Sunday evenings during the fest (March 1 - 4, 2018) from 7-11pm.



We would like to request that the City turn off a streetlight on 9th Street -- see below photo -- during the planned presentation times.



### **Bus Shelters**

Over the past several years, in conjunction with students from the University of Missouri Architectural Studies Department, we have constructed 6 temporary bus shelters to be installed at various locations throughout the festival footprint. These shelters will serve as visual markers for those utilizing the Go CoMO T/F bus route; additionally, they are visually appealing, and are works of art within their own right. What immediately follows are images of shelters as installed in prior years; we plan to install them in the

same places for 2018.





*Examples of Bus Shelters installed during T/F 2017*

We have collaborated with Drew Brooks, Transit and Parking Manager for the City of Columbia, to determine the best spots for these temporary structures.

Please see the attached TF\_map2018.pdf document for details on the approximate placements of these six structures.

**Supplemental Document File Names**

TF2018-SpecialUseForm\_additional explanation.pdf  
 TF\_maps2018.pdf

TFSafety-plan2018.pdf  
 COI-CityOfCoMO\_TF2018.pdf  
 MO ATC Liqour License Exemption Feb 2017.pdf  
 street-closure-petition.pdf  
 TF2018tent-permit.pdf

*This document*  
 Map of festival footprint, map of street closure plan,  
 layout of tent interior, bus route  
 Additional information about our safety plan  
 Certificate of Insurance  
 T/F 2017 exemption documentation  
 completed Street Closure Petition  
 Tent permit application

## Special Event Agreement

### True False Film Festival 2018

#### Exhibit B - City's Responsibilities in support of Special Event

The City shall provide:

- a. Additional recycling and trash services throughout downtown during the four days of the festival. Utilities-Solid Waste Division will set up trash/recycling receptacles by March 1, 2018 and remove the receptacles on March 5, 2018. Sidewalk trash/recycling receptacles will be placed at the following locations: near Blue Note/Coffee Zone; near Ragtag/Uprise; at the corner of Walnut and Orr, by Sager Braudis Gallery (the 2018 TF Box Office; by Tiger Hotel; throughout Alley A, between Hitt and 8<sup>th</sup>; at corner of Cherry and Hitt by the parking garage; 9<sup>th</sup> Street/Locust at Yogo Luv; 9<sup>th</sup>/Elm by United Methodist Church; corner of University and Hitt, by Rhynsburger; and the T/F Party Space (TBD). A recycling drop-off container will be placed on Cherry Street between 8th and 9th Streets during the event. In addition to the trash/recycling receptacles, one dumpster shall be placed at the T/F Lab, at 1600B Business Loop 70 East for four months (mid – December through mid- April); the City will cover the cost of two months (mid-February through mid-April 2018). Event Organizer requests a dumpster for the Party Space (TBD) exact dates to be confirmed once space availability is confirmed by event staff – these costs will be covered by Event Organizer. City will provide 20 X-frame receptacles for use in film venues and other spaces at no additional cost.
- b. TF and CCUA are allowed to haul food waste during the festival weekend.
- c. Free admission for festival pass holders, attendees, and the public on Go CoMO during the four days of the festival.
- d. Advertising on the outside of Go CoMO buses beginning January 1 until March 6, 2018 (same size as last year; Event Organizer will provide the signage).
- e. 20 reserved parking meters 02/26/2018 – 3/06/18 (see below):
  - 8S16/8S14 – across the street from Tiger Hotel on 8th
  - L811/L809 – NW corner of Locust and 9th
  - L814/L816 – SW corner of Locust and 9th
  - L810/L812 – South side of Locust on the 800 block
  - L900 – NE corner of Locust and 9th
  - 9S212/9S210 – In front of MOUMC
  - 9S209 – In front of Columbia Art League
  - 9S217/9S219 – In front of Shakespeare's (parklet)
  - U932 – SW corner of University and Hitt
  - TS220 – NE corner of 10<sup>th</sup> and Elm
  - TS200 – SE corner of 10<sup>th</sup> and Elm
  - TS203 – 200 block of 10<sup>th</sup> behind MOUMC

## Special Event Agreement

### True False Film Festival 2018

- TS211/TS213 - 200 block of 10<sup>th</sup> behind MOUMC
  - C1011/C1009 – Cherry near Ragtag
  - TS11 – 10<sup>th</sup> and Alley A on west side of 10th
  - 9N13 – 9<sup>th</sup> Street in front of Blue Note
  - TBD – music lounge
- f. Up to \$1,000 in CoMo Park cards; Event Organizer will return previous years' cards to have them reloaded.
- g. Promotion at the Columbia Regional Airport through poster display(s), banner(s) as space is available one week prior, and during, event. Event organizer shall supply posters/banners.
- h. General assistance as outlined on CEC request.
- i. In lieu of permits secured through the City of Columbia Community Development Department, the Event Organizer is approved to place signage and art as proposed in Supplemental Materials (Exhibit A) on private property and in the right of way. Installations may be inspected for stability and compliance by Community Development.
- j. The Police Department shall provide necessary traffic management assistance during the March March parade as available.



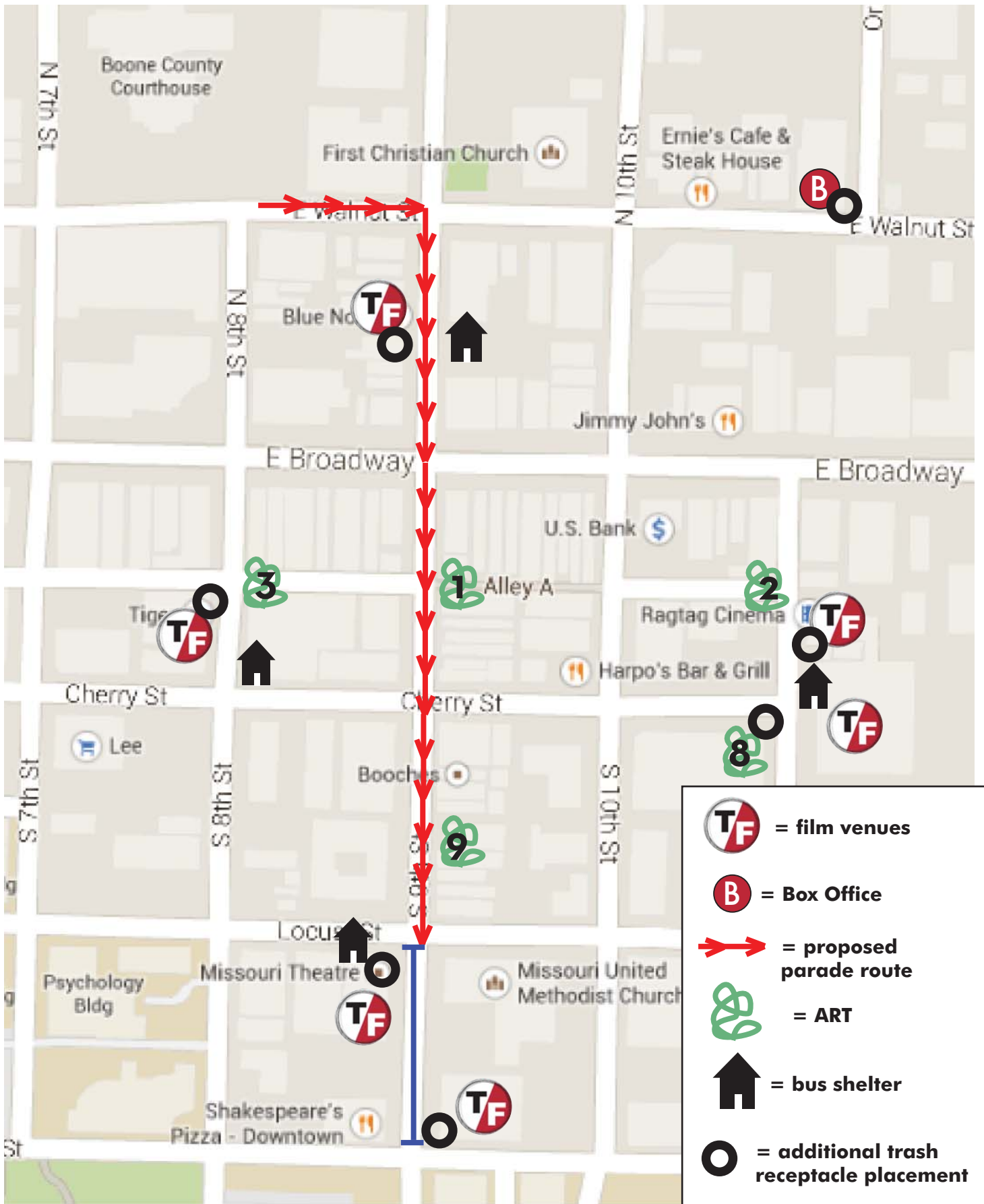
## Special Event Agreement








### True False Film Festival 2018

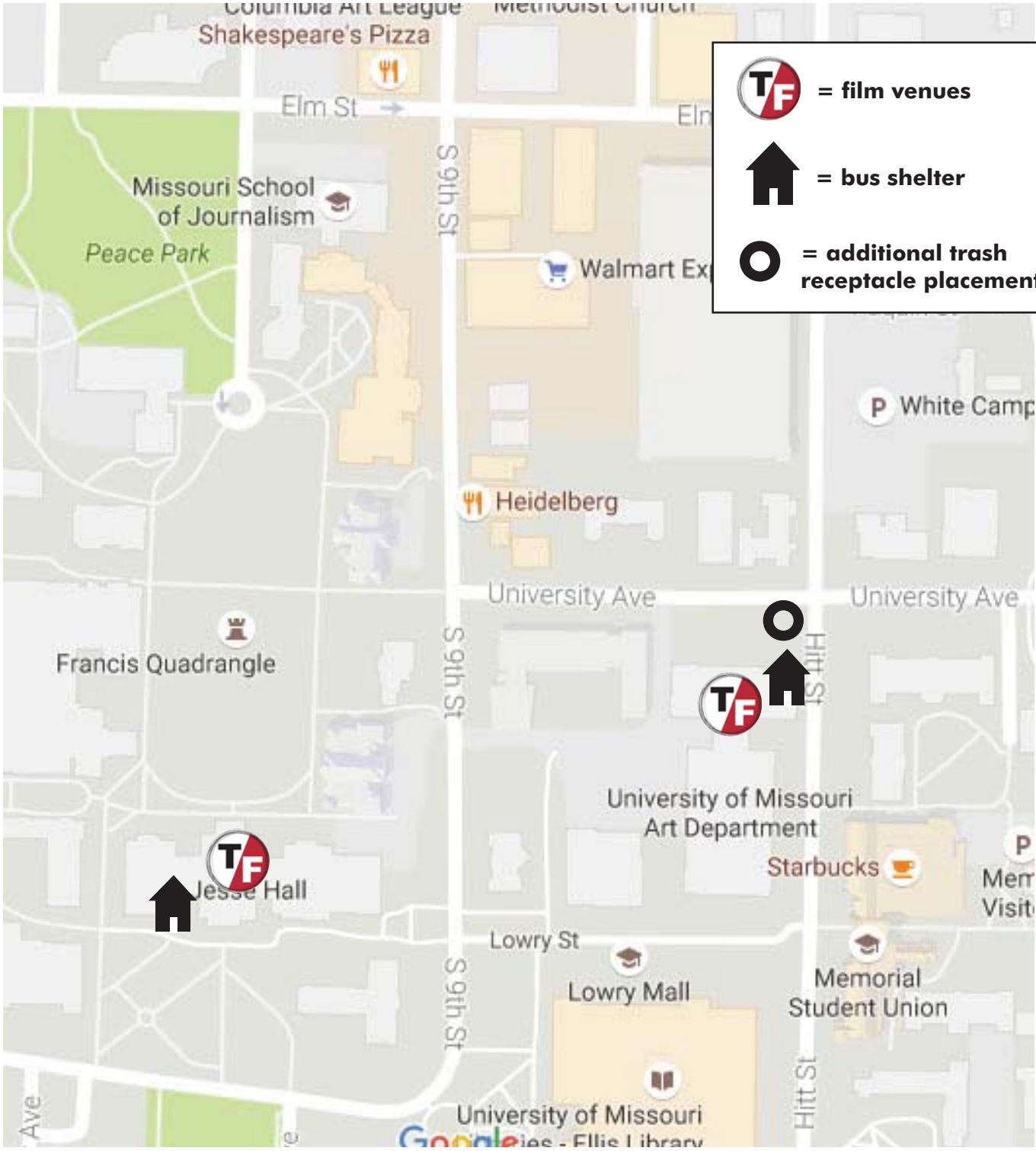
#### Exhibit C - Event Organizer's Other Responsibilities




1. Event Organizer shall provide a Lux sponsorship package valued at \$12,000, which includes:
  - a. Full-page ad in the festival program
  - b. Logo placement on the "Navigating T/F" page of the festival program
  - c. Logo placement, with hyperlink, on the "Getting Around" section of the festival website, as well as on the sponsors listing on the website.
  - d. Logo placement on festival print ads in the remaining Columbia Daily Tribune ads available and in the Inside Columbia Magazine ads.
  - e. 8 Lux passes to the festival
  - f. Opportunity to include an item in Super and Silver passholder "swag" bags (approx 300); item must have value and not be solely promotional.

Special Event Agreement  
True False Film Festival 2018  
Exhibit D Venue and Event Maps





-  = film venues
-  = Box Office
-  = proposed parade route
-  = ART
-  = bus shelter
-  = additional trash receptacle placement
-  = proposed street closure  
(see page 3 of this map for a detailed layout of plans for street closure area)

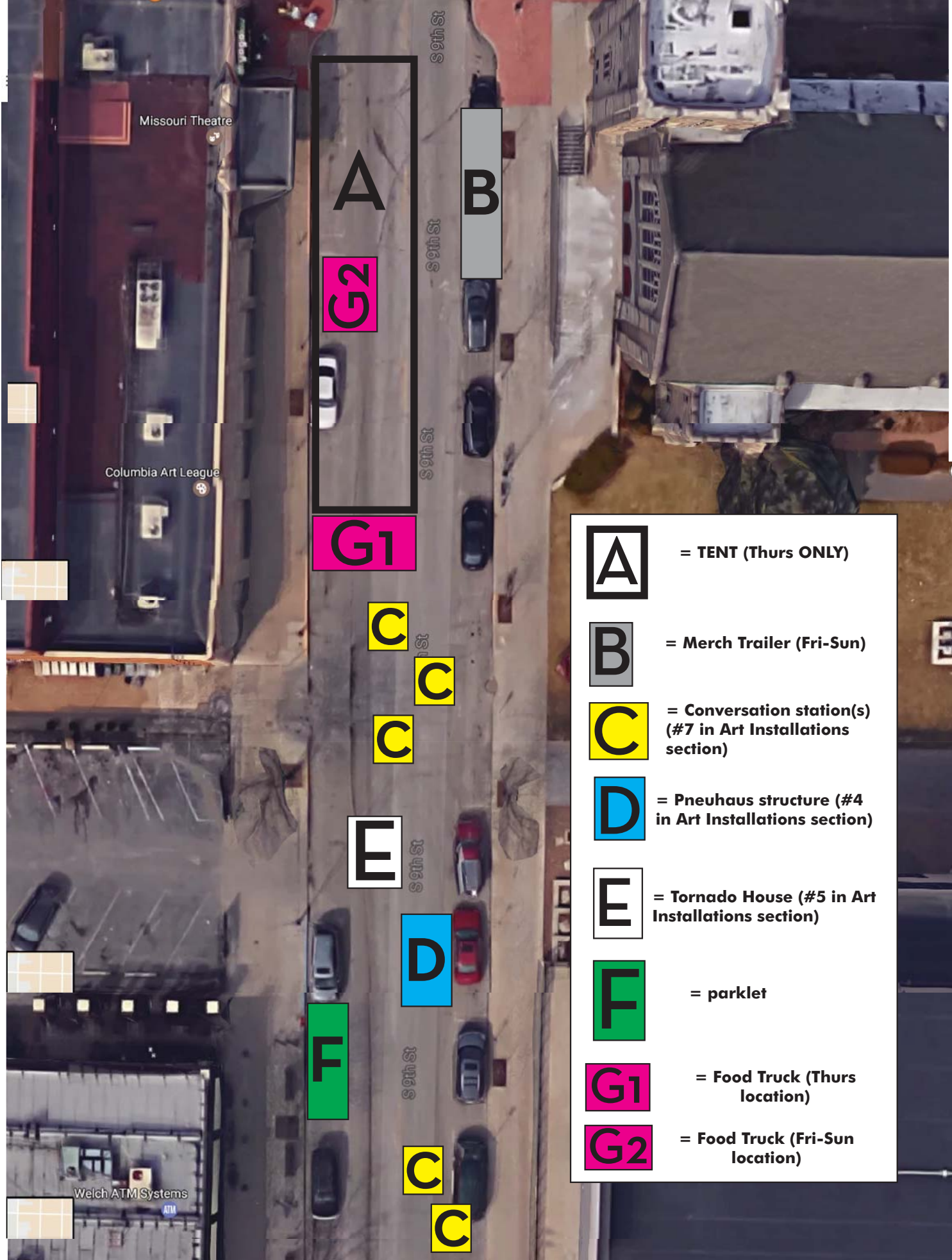


-  = film venues
-  = bus shelter
-  = additional trash receptacle placement

# Go CoMO T/F ROUTE



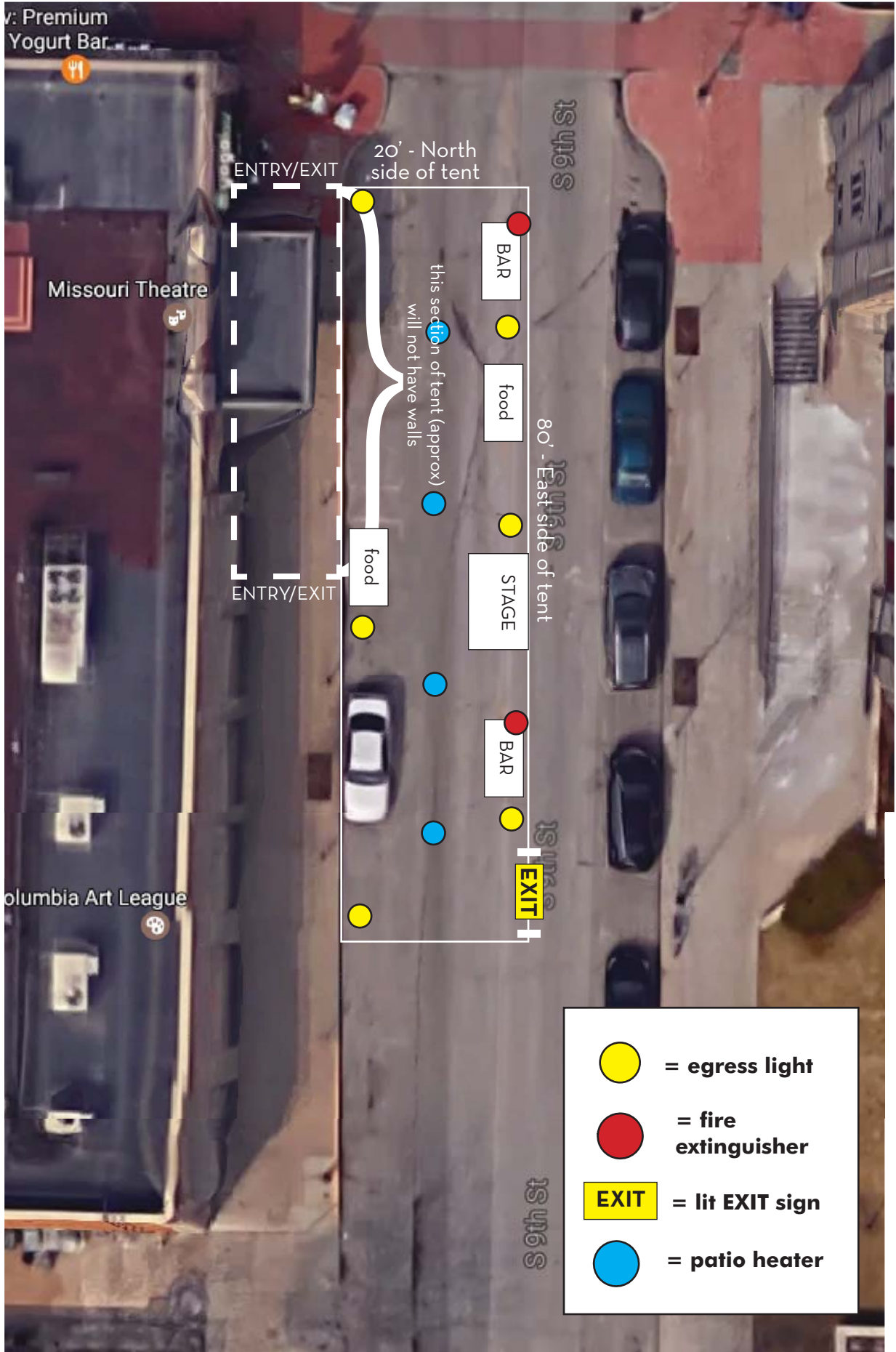
 = TF route stops  
 = Box Office



- A** = TENT (Thurs ONLY)
- B** = Merch Trailer (Fri-Sun)
- C** = Conversation station(s) (#7 in Art Installations section)
- D** = Pneuhaus structure (#4 in Art Installations section)
- E** = Tornado House (#5 in Art Installations section)
- F** = parklet
- G1** = Food Truck (Thurs location)
- G2** = Food Truck (Fri-Sun location)

**STREET CLOSURE DETAIL - see pg 4 for TENT LAYOUT detail**

# TENT LAYOUT



y: Premium  
Yogurt Bar

Missouri Theatre

Columbia Art League

ENTRY/EXIT

20' - North  
side of tent

S 9th St

this section of tent (approx)  
will not have walls

BAR

food

80' - East side of tent

STAGE

ENTRY/EXIT

food

BAR

EXIT

S 9th St

 = egress light

 = fire extinguisher

 = lit EXIT sign

 = patio heater

## Special Event Agreement

### True False Film Festival 2018

#### Exhibit E - Insurance Requirements

Event Organizer shall obtain the following insurance in connection with the festival:

- a. Event Organizer shall take out and maintain for the festival such Comprehensive General Liability insurance as shall protect it from claims for damages for personal injury including accidental death as well as from claims for property damage which may arise from festival operations, whether such operations be by itself or by anyone directly or indirectly employed or otherwise working for it. The amount of insurance shall be not less than \$2,000,000.00 combined single limit for anyone occurrence covering both bodily injury and property damage, including accidental death. The City of Columbia must be named as an additional insured for the duration of the event including event set-up and break-down.
- b. Event Organizer shall maintain for the festival Automobile Public Liability insurance in an amount not less than \$2,000,000.00 combined single limit for any one occurrence covering bodily injury, including accidental death and property damage, to protect itself from any and all claims arising from the use of motor vehicles operated by it in connection with the festival. The City of Columbia must be named as an additional insured for the duration of the event including event set-up and break-down.
- c. Participants in all related activities, including the parade, must be covered by the organizers insurance or provide insurance acceptable to the City.
- d. No later than January 23, 2018 Event Organizer shall furnish City with a certificate of insurance that names City as an additional insured in the amounts required in this agreement and that requires a 30-day mandatory cancellation notice.