

## AIRPORT SPONSORSHIP AGREEMENT

The Curators of the University of Missouri on behalf of University of Missouri (hereinafter referred to as "Sponsor") and the City of Columbia (hereinafter referred to as "the City") hereby enter into this Sponsorship Agreement (Agreement) within the Columbia Regional Airport, 11300 South Airport Drive, Columbia, Missouri 65201 (hereinafter referred to as "COU") per the terms and conditions set forth herein.

### I. SPONSORSHIP RIGHTS/BENEFITS

During the term of this Agreement and contingent upon the payment of the Sponsorship fees designated herein, the City hereby grants Sponsor the right to have its logo and approved signage, in the COU terminal at the locations identified in Exhibit 1, pursuant to the terms of this Agreement. Approved signage includes the use of a vinyl photograph mural, a mounted television/audiovisual device displaying a Sponsor themed message, or a combination of both. The City further grants Sponsor the right to place ten (10) chairs outfitted with Sponsor's Licensed Marks in the COU terminal baggage claim area at the location as generally shown on Exhibit 1. The City further grants Sponsor the right to play Sponsor official music in the baggage claim area to be timed with the operation of the conveyor belt. The duration and volume of said music must be mutually agreed upon by both 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 and/or logo will be placed at the locations as generally shown on Exhibit 1. The City will design and pay for all costs associated with construction, installation and maintenance of the signage. If Sponsor changes its name or logo during the term of this Agreement and desires to update the signage, the City shall allow Sponsor to remove and replace the signage with the cost of the updated signage and installation subject to a separate agreement between the parties. Both parties must mutually agree upon final renderings, design and materials to be installed in connection with the Sponsorship prior to construction or installation.

### II. TERM OF AGREEMENT

This Agreement shall be in effect for five (5) years following the date the first signage is placed in the COU terminal, with any future sponsorship obligations subject to negotiations and agreement by the parties. The City shall notify Sponsor, in writing, of the date of installation of the signage. Sponsor may terminate this Agreement and receive back full payment paid if the City elects not to pursue construction or installation of the signage for any reason. Sponsor 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, Sponsor 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.

Sponsor and the City may from time to 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 Sponsor and the City. Sponsor 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, Sponsor agrees to make a one-time payment in the total amount of seventy-two thousand seven hundred thirty-seven dollars and fifty cents (\$72,737.50). Payment shall be made to the City of Columbia within 30 days of execution of this agreement.

### **IV. USE OF MARKS**

- a. *Grant of License to use the Sponsor's Licensed Marks.* Subject to Sponsor's policies on licensing as in effect from time to time, Sponsor hereby grants to the City the non-exclusive right and license during the Term of this Agreement to use the Sponsor Licensed Marks owned by the Sponsor in connection with the City's affiliation and promotion of COU for business, marketing and press materials, as set forth in this Agreement. Sponsor shall use its reasonable best efforts to protect the Sponsor'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 the City in connection with any proper use of the Sponsor's Licensed Marks by the City. Sponsor's Licensed Marks and any goodwill associated therewith are and shall at all times remain the property of Sponsor. The City shall not contest or challenge the validity of any Sponsor Licensed Mark or the ownership thereof by Sponsor. Sponsor is not granting the City any right, title, or interest in the Sponsor's Licensed Marks except the right to use the Sponsor's Licensed Marks during the Term of this Agreement. The City shall use the Sponsor'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. Sponsor reserves the right to approve in advance all public uses of the Sponsor's Licensed Marks other than use on materials in connection with the City's affiliation and promotion of COU or materials prepared by Sponsor or previously approved by Sponsor, provided that Sponsor may revoke, in writing, any approval to the use of the Sponsor's Licensed Mark previously given by it.
- b. *Grant of License to use the City's Licensed Marks.* The City hereby grants to Sponsor 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 Sponsor's affiliation with and promotion of COU, 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 Sponsor in connection with any proper use of the City's Licensed Marks by Sponsor. The City's Licensed Marks and any goodwill associated therewith are and shall at all times remain the property of the City. Sponsor shall not contest or challenge the validity of any City Licensed Mark or the ownership thereof by the City. The City is not granting Sponsor 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. Sponsor 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 Sponsor's affiliation and promotion of COU 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**

Sponsor 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 COU.

## **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.

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.

## **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 Sponsor:

With a copy to:

University of Missouri  
Attn: President  
Jesse Hall  
Columbia, MO 65211  
Email: president@umsystem.edu

University of Missouri  
Attn: VC of Communications  
Jesse Hall  
Columbia, MO 65211  
Email: farwellk@umsystem.edu

If to the City:

With a copy to:

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

City of Columbia  
Attn: Economic Development Director  
PO Box 6015  
Columbia, MO 65205-6015  
Email: Stacey.Button@CoMo.gov

**IX. ASSIGNMENT**

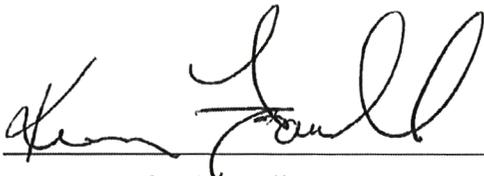
Neither party may assign or transfer this agreement, any interest therein or claim thereunder, without the prior written approval of the other party; provided however, Sponsor may assign this Agreement and its rights hereunder to an entity directly controlled by or under common control with Sponsor without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

**X. ELECTRONIC SIGNATURE.** This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

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

**The Curators of the University of Missouri**

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



BY: Kamrhan Farwell

Date: 1/31/2022

BY: De'Carlton Seewood

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



ATTEST:

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

Approved as to form:

\_\_\_\_\_  
City Counselor