

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

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

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

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

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

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

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

to City inspection during regular business hours.

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

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

7. Termination Provisions.

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

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

9. Miscellaneous Clauses

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

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

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

If to City:

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

If to Grant Recipient:

University of Missouri
University Concert Series
203 S. 9th Street
Columbia, MO 65211
Attn: Terri Harrison

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.

- i. Counterparts and Electronic Signatures. 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.
10. Contract Documents. This Agreement includes the following exhibits, which are incorporated herein by reference:

Exhibit	Description
A	Grant Recipient's Event Proposal

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

11. Entire Agreement. This Agreement represents the entire and integrated Agreement between Grant Recipient and City. All previous or contemporaneous agreements, representations, promises and conditions

relating to Grant Recipient's Event and services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

FY2021 Tourism Development Application
Signature Series Events

EVENT NAME: University Concert Series 2021-2022 Season

EVENT ORGANIZER: University Concert Series

EVENT DATES: The UCS Season consists of 25 events to be held between October 2021 and May 2022:

10/20/21 – St Louis Symphony Orchestra at Jesse Auditorium

10/29 and 10/30/21 – Missouri Contemporary Ballet at Missouri Theatre

11/18/21 – Choral Union at Jesse Auditorium

12/7/21 – A Carpenters Christmas at Missouri Theatre

12/14/21 – The Trans-Siberian Experience at Jesse Auditorium

1/27/22 – The Russian National Ballet at Jesse Auditorium

2/13/22 – The Juliani Ensemble at Missouri Theatre

2/15 and 2/16/22 – STOMPI at Jesse Auditorium

2/27/22 – Polish Wieniawski Philharmonic at Jesse Auditorium

2/12 and 2/13/22 – Show Me Opera at Missouri Theatre

3/22/22 – Fiddler on the Roof at Jesse Auditorium

4/8 and 4/9/22 – Missouri Contemporary Ballet at Missouri Theatre

4/19/22 – The Queen's Cartoonists at Jesse Auditorium

4/21/22 – Million Dollar Time Machine at Jesse Auditorium

4/28/22 – Choral Union at Jesse Auditorium

5/7/22 – Missoula Children's Theater at Missouri Theatre

5/8/22 – Waitress at Jesse Auditorium

5/20/22 – Ozark Mountain Daredevils 50th Anniversary Tour at Missouri Theatre

Several other potential events are still being negotiated.

Please provide detailed answers to the following questions:

1. Describe in detail how Tourism Development funds be used. **\$ 20,000**

Tourism Development funds will be directly applied toward our marketing and advertising efforts targeting potential ticket buyers from all over the state of Missouri as well as the rest of the region. This marketing campaign would be primarily in traditional media as well as online ads and social media marketing efforts. We would also utilize AdWords and search engine optimization to maximize engagement to out of market areas.

Previous CVB Survey results have indicated that 40% of our audience members attend due to digital marketing. Please see the attached marketing grid for more detail on our proposed usage of CVB funds.

2. How many overnight stays did your event generate last year and how did you track and determine this?

While we were able to present a few events for 2020-2021 it was not representational of our normal activities due to COVID-19. We are utilizing figures from our 2019-2020 season which was abruptly halted with 8 events canceled due to COVID-19. The 2019-2020 season generated 1,233 overnight hotel stays, plus over 1,100 others that stayed in other venues. This was generated by our ticketing software which tracks customer demographic and location information on personal accounts. It was also aided by the 2017 Survey commissioned by the Columbia Convention and Visitors Bureau Survey of the University Concert Series. Please note that we do not track customer demographic information for ticket window buyers on the night of each event or for customers who purchase through 3rd party websites or interpersonal sales.

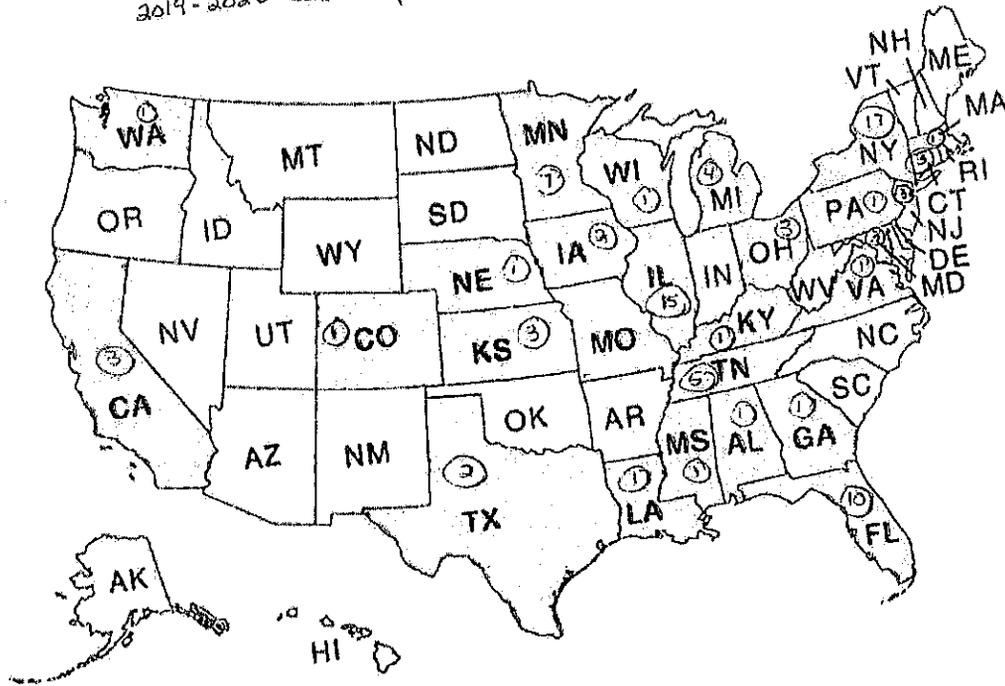
For the truncated season shut down by the pandemic, we welcomed over 17,409 total patrons with 5,461 attendees traveling from areas outside Boone County. Nearly one-third of our entire audience traveled from outside Boone County.

The 1,200 plus hotel rooms include hotel rooms used by touring performers, technical crews, and tour staff that are arranged and paid for by the University Concert Series. In the shortened season, we booked 287 artist and event staff hotel rooms at numerous local properties. The University Concert Series does pay the 4% lodging tax.

3. What was the attendance of your event last year and what method did you use to determine this?

17,409 total ticketed audience members attended our season in 2019-2020. We refunded over 4,600 tickets for canceled events. Given only 13 completed performances, the University Concert Series was thrilled to host visitors from 4 countries, 27 states plus the District of Columbia, 55 Missouri Counties plus the City of St. Louis. We know that 5,461 people came to Columbia from out-of-market areas and 761 of those visitors came from out of state. Our Ticketmaster systems provide us with accurate, but likely conservative attendance numbers and self-submitted customer demographic and location information. Maps of ticket buyer locations are attached.

2019-2020 University Concert Series Ticket Buyers



Adelaide, Australia
Dublin, Ireland
Offenbach, Germany

6. Marketing Plan: Please use the attached marketing grid to complete this question. See attached.
7. Sponsorship Plan: Describe your plan to attract event sponsors and attach information on Sponsorship levels.

The University Concert Series is in the process of hiring a new sponsor/donor specialist. The position is currently vacant and was not filled due to COVID-19.

The University Concert Series benefits from sponsorship of both individual/family and corporate support. Currently, 15 corporate show sponsors are committed to the levels below and more are being recruited.



Sponsorships

When you partner with the University Concert Series, you are showing your commitment to support the performing arts and help contribute to our mission to bring diverse performances that educate, engage, and entertain Mid-Missouri.

Benefits	\$15,000 5 shows	\$12,000 4 shows	\$9,000 3 shows	\$6,000 2 shows	\$3,500 1 show
Ad in the UCS program book	Full page	Full page	1/2 page	1/3 page	1/4 page
Print, broadcast, digital and social	●	●	●	●	●
Web presence on sponsored events on concertseries.org	●	●	●	●	●
Opportunity for visual display in lobby at sponsored events	●	●	●	●	●
Recognition in pre-show announcement	●	●	●	●	●
Free reprints on lost or misplaced tickets and free ticket exchange	●	●	●	●	●
Priority seating before the general public	●	●	●	●	●
Invitations to VIP receptions	●	●	●	●	●
Stage Giveaway opportunity (subject to approval)	●	●	●	●	
Opportunity to meet select performers	●	●	●	●	
Event Tickets	\$2,250	\$1,800	\$1,350	\$900	\$525

573.882.3781 | concertseries.org | tickets@concertseries.org

Over 90 local individuals/families support our efforts with nearly \$50,000 in support. Benefits of membership are included here.



Become a Concert Series Donor

Concert Series donors support diverse and engaging world class arts entertainment in Columbia. The giving spirit of donors has helped keep the University Concert Series a part of the community for over 100 years.

Join today and start enjoying your donor benefits!

Benefits	Member \$60+ MU Student \$30	Friend \$120+	Patron \$250+	Director \$500+	Presenter \$1,000+	Producer \$2,500+	Advisor \$5,000+	Partner \$10,000+
Free reprints on lost or misplaced tickets	●	●	●	●	●	●	●	●
Free ticket exchanges	●	●	●	●	●	●	●	●
Recognition in UCS Season Playbill	●	●	●	●	●	●	●	●
VIP Member Presale		●	●	●	●	●	●	●
Invitations for 2 to select private receptions and events			●	●	●	●	●	●
Backstage tour for 4 of the historic Missouri Theatre, upon request				●	●	●	●	●
Choose your favorite seats during presale					●	●	●	●
Personal message on Missouri Theatre marquee (subject to approval)						●	●	●
Opportunity to meet select performers							●	●
Opportunity to host 1 private event at the Missouri Theatre (staffing and catering fees apply)								●

573.882.3781 | concertseries.org | tickets@concertseries.org

8. Event Budget: Please use the two budget pages below (pages 5 & 6) to provide details of your Income and Expenses. (You may add lines or change the cell titles to better match your event.)

TOTAL BUDGET FY2021
TOURISM DEVELOPMENT FUND - *Signature Series Event*

EVENT BUDGET - I N C O M E

Event Name: University Concert Series 2021-2022 Season

Organization Name: University Concert Series

INCOME:	1 CASH	2 *IN-KIND should net to zero	3 TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$125000	\$50000	175000
2. Government Support** (city, county, schools, etc.) A. CVB Tourism Development	20000		20000
B.			
C.			
3. Program Fees: Admissions/Tickets	350000		350000
Sales of Items	5000		5000
Other	63500		63500
4. Other Misc. Endowment	58500		58500
5.			
6.			
TOTAL REVENUE	622000	\$50000	\$672000

*In-kind good or service anticipated	Source of donation	Estimated value
Advertising	Media Outlets	\$50000
		\$
		\$
		\$

**Name of program	Source of donation	Estimated value
		\$
		\$
		\$

EVENT BUDGET - EXPENSES

Event Name: University Concert Series 2021-2022 Season

Organization Name: University Concert Series

EXPENSES: (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic		250000		250000
Technical				
Administrative		125000		125000
Other				
2. Equipment Rental				
3. Supplies & Materials				
Awards				
4. Travel				
5. Promotion and Publicity		40000	50000	90000
Advertising/Marketing	20000			20000
Local (in Boone County)				
Outside Boone County				
Printing				
Postage				
6. Other (be specific)				
Operating Expenses		10000		10000
Ticketmaster fees		15000		15000
Credit Card fees		10000		10000
Show Expense		152000		152000
TOTAL EXPENDITURES	20000	602000	50000	672000
TOTAL REVENUES (from page 5)	20000	602000	50000	672000

*In-kind should net to zero

SIGNATURE PAGE:

Organization Name: University Concert Series

Primary Contact: Terri Harrison

(Person responsible for daily operation of this event. All correspondence and contact will be addressed to this person).

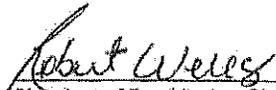
Email: harrisont@missouri.edu

Street Address: 203 S. 9th St.

Columbia, MO Zip: 65211

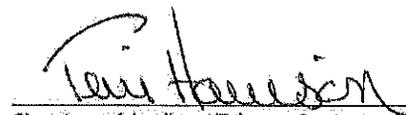
Phone: (573) 882-8339

I, the undersigned, do hereby agree to submit all financial documentation regarding TDP expenditures. I further agree that all TDP funds will be used for only those approved items as outlined in this application.



Signature of President or Chair of Organization

Date 7/23/21



Signature of Applicant/Primary Contact

Date 7/23/21

Event Name: University Concert Series 2021-2022 Season

Event Organization: University Concert Series

Marketing Tactics - Outlet or Vendor	# of ads	Total Reach/Circulation	Geography
Print			
LO Profile Magazine	6	70000	State
Missouri Life Magazine	6	136477	State
Museum Magazine	2	3,000	State
Relocating in Columbia Magazine	2	12000	State
The Add Sheet	6	33000	Local
Columbia Marketplace	3	42000	Local
Vox Magazine	8	8,000	Local
Columbia Visitors Guide	1	80,000	National
Digital - Social, Display, SEM, etc			
concertseries.org	25		National
facebook	50	12,284	National
Constant Contact Newsletter	18	24,138	Regional
Google Ad Words	8	150,470	National
Ticketmaster.com	25		National
Ticketmaster CEN	4	55000	Regional
KFRU.com	12		Local
KBXR.com	2		Local
KPLA.com	7		Local
KOMU.com	12		Local
Missourian Tourism Guide	2		Local
Missourian.com	6	269,074	Local
MissouriLife digital	9	22000	State
Broadcast - Radio & Television			
KOMU-TV8	381		Local
KBIA	834	37000	Local
KMUC	250	2500	Local
KFRU	349	42000	Local

KPLA	235	35000	Local
KBXR	107	27000	Local
KMOS-TV	30	116000	Local
93.1 Jack FM	372		Local
Other Marketing - Please specify			
The CW	224		Local
Pumptop Network	4		Local
Season Brochure Mailing	1	1500	Local
Season Postcard Mailing	1	10000	Local
MU Info	10	45,000	Local
MU Extension Offices	1	114	State
Posters in the District and campus	25	50	Local
Artist Websites	25	25	National
Artist Facebook	25	25	National
Display Screens across campus	5		Local
	Total Reach	1233657	