

AGREEMENT

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

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

1. Contractor shall provide the services outlined in its proposal for the Event as submitted to City's Convention and Visitors Bureau, a copy of Contractor's Event Proposal is attached as Exhibit A, at a cost to City of **Ten Thousand Dollars (\$10,000)**. Contractor agrees that it is responsible for all funds made available to Contractor by this Agreement and further agrees that it will reimburse to City any funds expended in violation of city, state, or federal law or in violation of this Agreement. Should the Event be cancelled, Contractor shall, within thirty (30) days, refund to the City all money paid by the City.

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

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

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

5. Contractor agrees that all funds received from City will be expended as approved by City Council and none of the funds shall be diverted to any other use or purpose, except as recommended by the Convention & Visitors Bureau's Advisory Board and as approved by the City Council. Full records of all expenditures and disbursements and any income from the provision of the Event described in Contractor's proposal shall be kept and open to City inspection during regular business hours.

6. Contractor agrees to provide the Convention and Visitors Bureau with copies of all financial documentation no later than ninety (90) days following the last day of the funded event, as outlined in the Post-Event Documentation Procedures. Documentation must include copies of checks issued for payment of services or items, copies of corresponding invoices and copies of any required contracts. If Contractor does not provide financial documentation, Contractor may not be eligible for future funding.

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

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

9. **Termination Provisions.**

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

10. **Miscellaneous Clauses**

- a. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
- b. **Amendment.** No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
- c. **Governing Law and Venue.** This contract shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.
- d. **General Laws.** Contractor shall comply with all federal, state, and local

- laws, rules, regulations, and ordinances.
- e. Employment of Unauthorized Aliens Prohibited. If this Agreement is an award of a contract or grant in excess of five thousand dollars, Contractor agrees to comply with Missouri State Statute Section 285.530 in that Contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of this contract or grant, Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Contractor shall require each subcontractor to affirmatively state in its contract with Contractor that the subcontractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the State of Missouri. Contractor shall also require each subcontractor to provide Contractor with a sworn affidavit under the penalty of perjury attesting to the fact that the subcontractor's employees are lawfully present in the United States.
 - f. No Waiver of Immunities. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
 - g. Nondiscrimination. During the performance of this Agreement, Consultant shall not discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, or national origin, or any other protected category. Consultant shall comply with all provisions of laws, rules and regulations governing the regulation of Equal Employment Opportunity including Title VI of the Civil Rights Act of 1964 and Chapter 12 of the City of Columbia's Code of Ordinances.
 - h. Notices. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:

City of Columbia
Law Department
P.O. Box 6015
Columbia, MO 65205-6015
ATTN: City Counselor

If to Contractor:

Curators of the University of MO

121 University Hall
Columbia, MO 65211

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

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

Exhibit	Description
A	Contractor's Event Proposal

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

12. **Entire Agreement.** This Agreement represents the entire and integrated Agreement between Contractor and City. All previous or contemporaneous agreements, representations, promises and conditions relating to Contractor's Event and services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have hereunto executed this Agreement in triplicate the day and the year of the last signatory noted below.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor *NT*

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, account number 22904820-504990, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Director of Finance

CONTRACTOR

By: _____

IRS-EIN: _____

Date: _____


ATTEST:

FY2019 Tourism Development Application
Signature Series Events

EVENT NAME: University Concert Series 2018-2019 Season

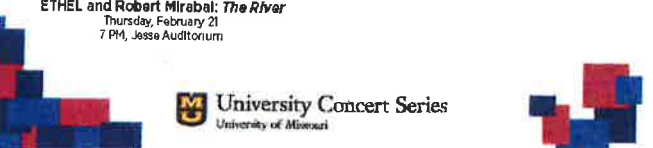
EVENT ORGANIZER: University Concert Series

EVENT DATES: October 23, 2018 – June 2, 2019



2018-2019 SEASON

<p>Roomful of Teeth Tuesday, October 23 7 PM, Jesse Auditorium</p> <p>Alley II Tuesday, October 30 7 PM, Jesse Auditorium</p> <p>Rosario Andino, Piano Friday, November 2 7 PM, Missouri Theatre</p> <p>US Army Jazz Ambassadors Wednesday, November 7 7 PM, Jesse Auditorium</p> <p>MU Choral Union: Handel's <i>Messiah</i> Thursday, November 15 7 PM, Jesse Auditorium</p> <p>Missouri Contemporary Ballet Friday, November 16 Saturday, November 17 7 PM, Missouri Theatre</p> <p>Great Russian Nutcracker Wednesday, November 28 7 PM, Jesse Auditorium</p> <p>Noel Wednesday, December 5 7 PM, Jesse Auditorium</p> <p>The Ultimate Christmas Show (Abridged) Wednesday, December 12 7 PM, Missouri Theatre</p> <p>St. Louis Symphony Sunday, January 20 7 PM, Jesse Auditorium</p> <p>Legally Blonde, The Musical Friday, February 1 7 PM, Jesse Auditorium</p> <p>Peg + Cat Live! Wednesday, February 6 6:30 PM, Jesse Auditorium</p> <p>Canadian Brass Monday, February 11 7 PM, Jesse Auditorium</p> <p>ETHEL and Robert Mirabal: <i>The River</i> Thursday, February 21 7 PM, Jesse Auditorium</p>	<p>Shanghai Opera Symphony Orchestra Tuesday, February 26 7 PM, Jesse Auditorium</p> <p>Celtic Nights: <i>Oceans of Hope</i> Tuesday, March 5 7 PM, Jesse Auditorium</p> <p>Show Me Opera: <i>The Magic Flute</i> Friday, March 15 Saturday, March 16 7 PM, Missouri Theatre</p> <p>Russian String Orchestra Tuesday, March 19 7 PM, Missouri Theatre</p> <p>Plowmen Chamber Music Competition Finals + Award Ceremony Sunday, March 24 1:30 PM, Missouri Theatre</p> <p>Missouri Contemporary Ballet: <i>Carmine Burana</i> Friday, April 5 Saturday, April 6 7 PM, Missouri Theatre</p> <p>Glenn Miller Orchestra Saturday, April 13 7 PM, Missouri Theatre</p> <p>MU Choral Union, Mozart's <i>Requiem</i> Thursday, April 25 7 PM, Missouri Theatre</p> <p>Ozark Mountain Daredevils Big Smith Reunion, Opener Friday, May 3 7 PM, Missouri Theatre</p> <p>Missouri Children's Theatre: <i>The Frog Prince</i> Saturday, May 11 3 PM, 6 PM, Jesse Auditorium</p> <p>Missouri Contemporary Ballet, <i>Alice in Wonderland</i> Saturday, June 1 7 PM, Jesse Auditorium Sunday, June 2 3 PM, Jesse Auditorium</p>
--	---



University Concert Series
University of Missouri

Please provide detailed answers to the following questions:

1. How will Tourism Development funds be used (be specific)?

TD Funds will be utilized for advertising both the series as a whole and individual performances on the series. Nearly \$100,000 in advertising buys have been placed for the season. The advertising plans include traditional media, digital platforms, including AdWords and Search Engine Optimization. More information on marketing plans is provided in Section 5.

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

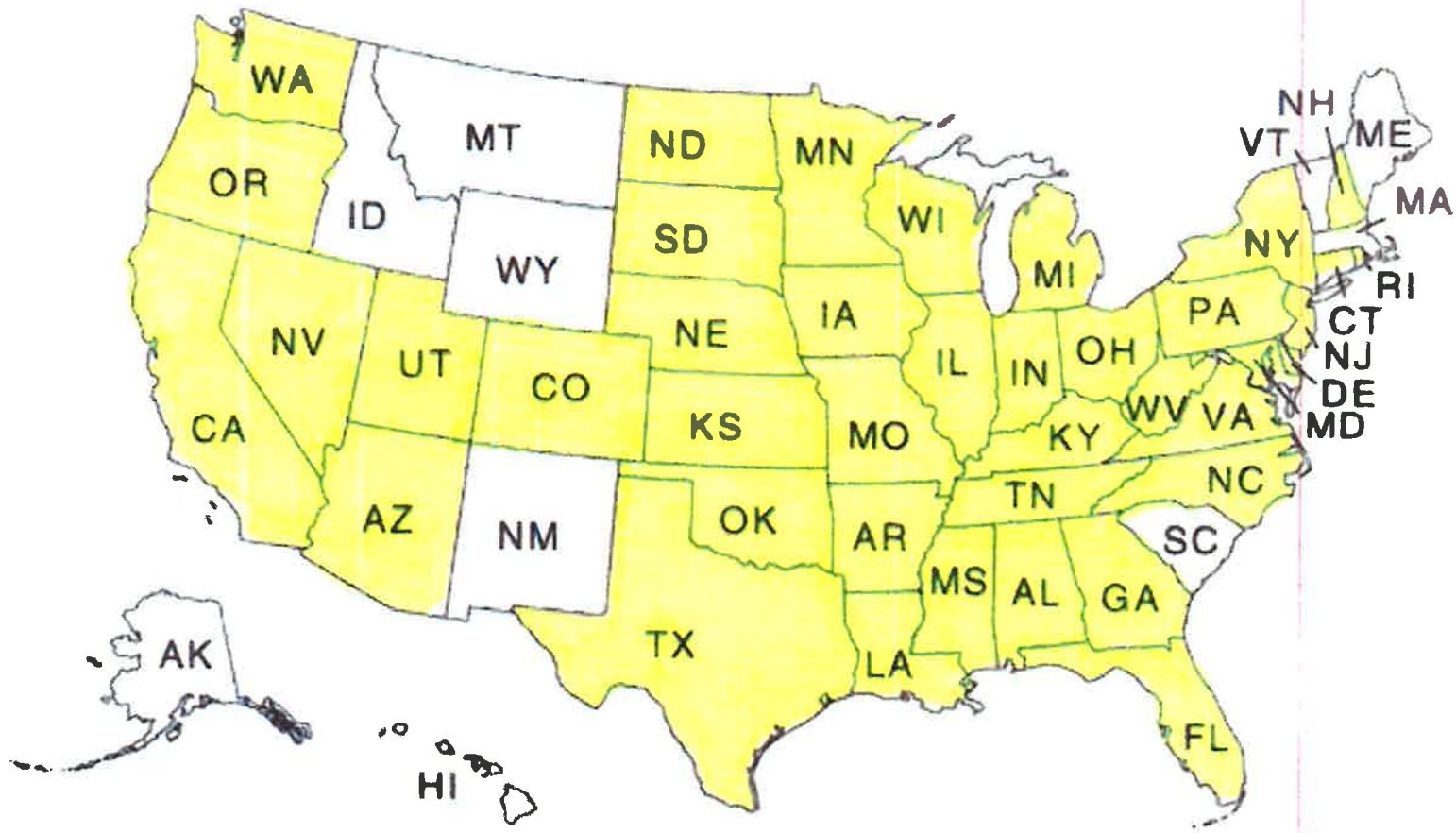
In the 2017-2018 season, the University Concert Series used 389 hotel rooms in Columbia for artists and out-of-town production crews. This data was collected through invoices sent from the hotels and our own recordkeeping of artists. An additional group of 75 performers were able to obtain hotel rooms in a neighboring community as there was no block of rooms available to them during Homecoming week 2017.

Our visiting patrons generally handle their own travel arrangements, but using the data from the 2016-2017 visitor survey report commissioned by the Columbia Convention and Visitors Bureau and knowing that we had 7,600 out-of-market visitors, we can reliably estimate that 3,420 people (45%) stayed in a local hotel. Given the average party size of 2.63, we can reasonably estimate that 1,300 hotel rooms were used by those patrons.

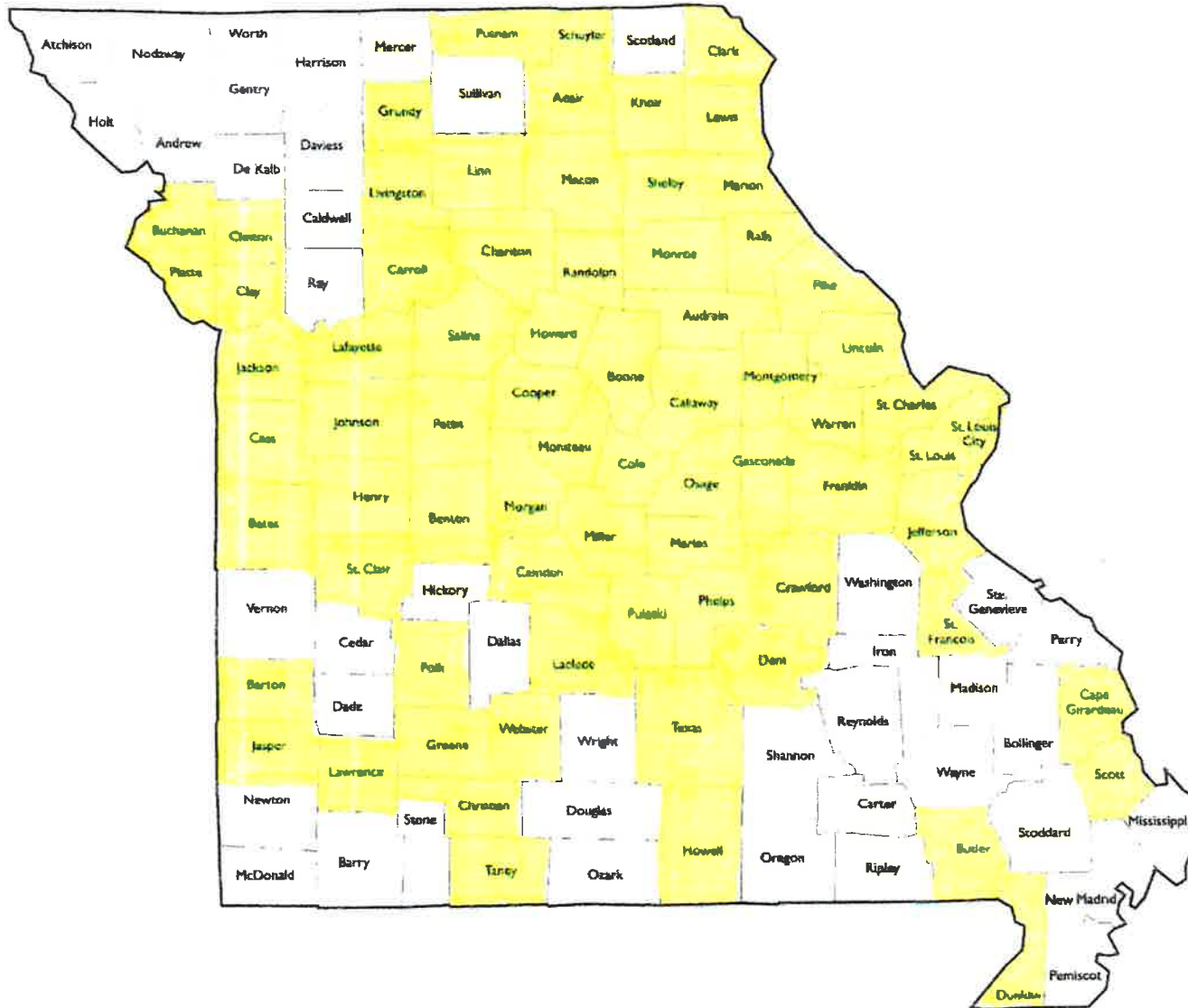
Total number of hotel rooms generated by the University Concert Series season last year was 1,689.

3. What was the attendance of your event last year?

Attendance at 2017-2018 series events was over 21,000 people. 7,600 people were out-of-market guests who came from 41 states, 73 Missouri counties and internationally from Canada. Maps of where those people reside are included here.



2017 - 2018 Ticket buyers came from States in Yellow



2017 - 2018 Ticket buyers came from Missouri Counties in Yellow

4. What method do you use to determine total attendance?

All of our events are ticketed through Ticketmaster Archtics, which provides a wide variety of in-system reporting options that allow us to track overall ticket sales by a variety of metrics; including ticket type, customer ZIP code, repeat customer status, average price paid, and many others. Archtics also allows us to distribute and track customizable complimentary ticket types at our discretion, which are also tracked and compiled into our overall attendance numbers. All of our distributed tickets are scanned into attendance for each event using Janam brand wireless barcode scanners. These scanners report attendance statistics directly to our Ticketmaster server and update our seating maps in real time. These methods allow us to monitor up-to-the-minute attendance statistics for all of our ticketed events.

5. Describe your marketing plan and explain media coverage.

Concert Series marketing is executed on three different levels: national, statewide and regional.

National: In most cases once an artist or show has arranged a national tour, the agency representing them issues a national press release discussing the tour and promoting the locations the tour will play. The press releases are sent to media outlets in the participating markets and are distributed by various industry media. Examples of press releases from last season and the coming season are attached in Exhibit A.

Most artists have fan groups or followers on their websites and social media and they promote the locations where they will be performing. Fan groups frequently travel as location and dates allow. Examples of where Columbia, Mo. appears on various websites around the world are shown in Exhibit B. Columbia, Mo., is a respected location in the entertainment industry.

State: Through our contract with Ticketmaster, the University Concert Series is able to participate in targeted marketing for specific shows or genres to registered ticket buyers of Ticketmaster. Ticketmaster mines data to provide unique lists of people who are interested in specific genres and is able to send an email campaign to patrons throughout the state of Missouri. The University Concert Series provides a discount or offer to Ticketmaster patrons that is unique to Ticketmaster users. The University Concert Series will be featured in up to 8 concerts this season with these statewide campaigns.

Regional: This is more traditional marketing through media partners of the University Concert Series which includes digital and social media advertising. Intended to reach a potential audience within a 60-mile radius of Columbia with video, print, social media and web advertising for specific shows. Our media partners for this season include:

KOMU-8	Cumulus Radio Stations
KBIA	KMUC
Columbia Daily Tribune	Columbia Missourian
KMOS-TV	LO Profile Magazine
Marketplace Magazine	PumpTop Advertising
The Add Sheet	Zimmer Radio Stations

Watt.
↓
Regnl.

In addition we will reach more than 16,000 opt-in email addresses on our email list, about 9,900 Facebook followers and an additional 4,800 Twitter followers,

6. Describe your sponsorship plan and attach a copy of your sponsorship packet.

The University Concert Series benefits from sponsorship of both individual/family and corporate support. We are blessed this season to have a major presenting corporate sponsor which covers a large portion of this season's expenses. An additional major sponsor is committed to a level well above our traditional show sponsorships. Currently, 15 corporate show sponsors are committed to the levels below and more are being recruited.

Over 90 local individuals/families support our efforts with nearly \$50,000 in support. Benefits of membership are included here. Sponsorship for the 2018-2019 season between Presenting sponsor, major outreach sponsor, show sponsors and donors should reach nearly \$350,000.

Show Sponsor Levels:

	\$15,000	\$12,000	\$9,000	\$6,000	\$3,500
Show Sponsors					
Benefits					
Number of Performances	5	4	3	2	1
Advertisement					
Ad in Program Book	Full Page	Full Page	1/2 Page	1/3 Page	1/4 Page
Corporate logo on all media for sponsored event(s)	x	x	x	x	x
Corporate logo on e-blasts	x	x	x	x	x
Opportunity for signage at event	x	x	x	x	x
Season brochure recognition if available prior to print	x	x	x	x	x
Corporate logo on web page for sponsored event(s) with link	x	x	x	x	x
Recognition in pre-show announcement	x	x	x	x	x
opportunity for visual display in lobby at sponsored event(s)	x	x	x	x	x
Corporate Logo in program notes	x	x	x	x	x
Stage giveaway opportunity if approved by artist management	x	x	x	x	
Poster of event/signed by artists if possible	x	x	x		
Tickets					
Priority Seating before the general public	x	x	x	x	x
Advance notification of special events	x	x	x	x	x
Free ticket exchange and replacement privileges	x	x	x	x	x
Event tickets/vouchers	\$2,250.00	\$1,800	\$1,350	\$900	\$525
Networking Opportunities					
Invitations to pre or post performance receptions	x	x	x	x	x
Opportunity to host a private reception at your expense	x	x	x	x	
Invitations to Meet the artists and other exclusive social events	x	x	x	x	
Ad in Program					
Cover Page	\$2,500				
Full Page	1,500				
1/2 Page	\$1,200				
1/3 Page	\$900				

Individual/Family Support:

BECOME A UNIVERSITY CONCERT SERIES DONOR

Every contribution brings us closer to reaching our mission to educate, engage and entertain the communities we serve.

The contributions of our generous donors help us to:

Ensure the best live performances and artists continue coming to Columbia

Keep ticket prices affordable

Connect children with live performances through our educational outreach programs

As your contribution increases, so do your exclusive benefits.

Member (\$60+) and Student (\$30+)

Free reprints on lost or misplaced tickets

Free exchanges on tickets returned for credit

Recognition in the UCS Season Playbill

Additional membership benefits listed include benefits of all previous categories.

Friends (\$120+) VIP Presale

Patron (\$250+) Registration for Souvenir Giveaways

Director (\$500+) Registration for two free tickets to select performances

Presenter (\$1,000+) Choose your favorite seats during donor pre-sale, prior to general public

Producer (\$2,500+) 20% discount off adult tickets on select shows

Advisor (\$5,000+) Opportunity to meet select performers

Partner (\$10,000+) Rent charges waived for four-hour private event on stage.

Business and individual event sponsorships: Additional benefits are available to businesses or individuals who would like to sponsor specific events. Call 573-882-3781 to inquire about rates.

7. What is the total event Budget? Please use the budget grid below. (You may attach any other supporting budget documentation.)

TOTAL BUDGET FY2019
City of Columbia – Convention & Visitors Bureau TOURISM DEVELOPMENT FUND
Signature Series Events

EVENT BUDGET – I N C O M E

Event Name: **University Concert Series 2018-2019 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*)	\$350,000	\$50,000	\$400,000
2. Government Support** (city, county, schools, etc.)	12,500		12,500
A. CVB Tourism Development			
B.			
C.			
3. Program Fees:	190,000		190,000
Admissions/Tickets			
Sales of items			
Other			
4. Other Misc. (be specific)			
5. Endowment Funds	56,500		56,500
6.			
TOTAL REVENUE	\$609,000	\$50,000	\$659,000

*In-kind good or service anticipated	Source of donation	Estimated value
Advertising	Regional Media Companies	\$50,000
		\$
		\$
		\$

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

EVENT BUDGET - EXPENSES

Event Name: Univeristy Concert Series 2018-2019 Season

Organization Name: _____

EXPENSES: (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic		250,000		250,000
Technical				
Administrative		81,000		81,000
Other				
2. Equipment Rentai		80,000		80,000
3. Supplies & Materials		20,000		20,000
Awards				
4. Travel				
5. Promotion and Publicity				
Advertising/Marketing	12,500	87,500	50,000	150,000
Local (in Boone County)				
Outside Boone County				
Printing				
Postage				
6. Other (be specific)				
Ticketmaster fees, credit card fees		28,000		28,000
Show expense		50,000		50,000
TOTAL EXPENDITURES	12,500	596,500	50,000	659,000
TOTAL REVENUES (from page 5___)	12,500	596,500	50,000	659,000

*In-kind should net to zero

SIGNATURE PAGE:

Organization Name:

Primary Contact: Marissa Maher

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

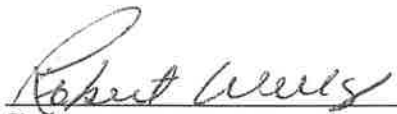
Email: Maherme@missouri.edu

Street Address: 203 S. 9th St.

Columbia, MO 65203

Phone: (573) 882-8824

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 10/8/18



Signature of Applicant/Primary Contact

Date 10/8/18