

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Thumper Productions, LLC, a Limited Liability Company organized in the 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 Twenty Thousand Dollars (\$ 20,000.00) 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. 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. 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.
4. 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.
5. 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.

6. 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.

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

8. 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.

9. **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.

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.** 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:

Thumper Productions, LLC
201 W. Broadway, Suite 3C
Columbia, MO 65203
Attn: Tracy Lane

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	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.

12. 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]

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: _____
John Glascock, Interim 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

GRANT RECIPIENT

By: _____

IRS-EIN: _____

Date: _____

ATTEST:

FY2020 Tourism Development Application
Signature Series Events

EVENT NAME: Roots N Blues N BBQ Festival

EVENT ORGANIZER: Thumper Productions

EVENT DATES: October 2-4, 2020

Please provide detailed answers to the following questions:

How will Tourism Development funds be used (be specific)? To support artists' expenses for travel and lodging; and for festival marketing and promotions outside of Boone County through geo-targeted digital marketing advertising campaigns.

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

All rooms at our partner hotels were sold out for all three nights of the festival these include The Broadway Hotel, The Hampton Inn & Suites at the University of Missouri, The Tiger Hotel, Courtyard Marriott, and Stony Creek Inn. We estimate that most hotels in the area were at or near capacity.

What was the attendance of your event last year?

We estimate approximately 8,000 guests per day including all ticketed and guest passes for each of the three days of the festival (approximately 24,000 total).

What method do you use to determine total attendance?

Intellitix activation data which includes both comped as well as purchased festival passes.

Describe your marketing plan and explain media coverage.

Outlets:

Social Media Campaigns on multiple platforms : Facebook, Twitter, Instagram from November-September -

Paid Facebook advertising targeting interests and areas based on ad content

- Boosted posts targeting interests and areas based on ad content
 - Online Advertising: Retargeting through Bucket Media
 - Geographically targeted based on ad timing and content for artist announcements and stage schedule announcement and ticket sales
 - Radio Media Partners: 102.3 BXR, KPLA, KFRU, Nash FM, KOPN, KCLR Ads and live reads focused on artists, ticket sales, and volunteer recruitment - Live interviews with radio personalities. On air promotion and giveaways. Event coverage during festival weekend.
 - Print Media Partners: The Missourian/VOX Magazine, Lo Profile (Lake of the Ozarks & Mid Missouri area); Print advertising and online campaigns to promote ticket sales, artist announcements and stage schedule announcement.
 - TV Media Partner: KRCG ads to promote ticket sales, artist announcements and stage schedule announcement from Nov-Sept. Additional coverage during festival weekend.
- Digital Media Partner: Ticket IQ Digital promotions and giveaways - E-blasts and social media posts

Outreach

- Distribution of printed materials across the State of Missouri through National and Regional Sponsors including Missouri Lottery, Great Southern Bank, Storage Mart, Break Time Convenience Stores, The Columbia CVB

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

Please see attached outline of sponsorships.

What is the total event Budget? Please use the budget grid below.

EVENT BUDGET – INCOME

Event Name: **Roots N Blues N BBQ Festival 2020**

Organization Name: **Thumper Productions**

	1	2	3
INCOME:	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/ Donations (document in-kind*)	\$350,000	\$155,000	\$400,000
2. Government Support** (city, county, schools, etc.)	20,000	0	20,000
A. CVB Tourism Development			
B.			
C.			
3. Program Fees: Admissions/Tickets	1,200,000	0	1,000,000
Sales of items			
Other			
4. Other Misc. (be specific) merchandise sales	55,000	0	55,000
5. food and drink sales	400,000	0	350,000
TOTAL REVENUE	2,025,000	\$155,000	2,180,000

*In-kind good or service anticipated	Source of donation	Estimated value
Media	Local TV/Radio/Print	\$55,000
Vehicles	Head Motor, Polaris, Jones	10,000
Staff/ meals	Local restaurants/caterers	20,000
Misc. Supplies	volunteer shirts, construction, printing, misc. supplies	70,000

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

EVENT BUDGET - EXPENSES

Event Name: **Roots N Blues N BBQ Festival 2020**

Organization Name: **Thumper Productions**

EXPENSES: (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic		900,000		880,000
Technical		65,000		65,000
Administrative	██████████	250,000		
Box office, bartenders, security (contract labor)		55,000		50,000
2. Equipment Rental				
Vehicles		20,000	10,000	30,000
Stages, sound, lighting, videography, generators and fuel,		200,000		200,000
Tents, tables chairs, portable toilets		50,000		50,000
Fencing		40,000		40,000
3. Supplies & Materials				
Artist meals		30,000		30,000
Wristbands		20,000		20,000
staff/vip meals			20,000	20,000
Misc. supplies			70,000	70,000
4. Travel				
Artist travel		5,000		
Artist lodging		20,000		

**5. Promotion
and Publicity**

**Advertising/
Marketing**

Local (in Boone County)			55,000	
Outside Boone County	20,000	40,000		60,000
Printing		10,000		
Postage		3,000		
Website		12,000		

**6. Other (be
specific)**

Licenses, permits (city, state, ascap, bmi)		10,000		
Ticketing fees		100,000		
Office rent, insurance, accounting, utilities, park rent		135,000		

TOTAL EXPENDITURES 20,000 1,965,000 155,000 2,140,000

TOTAL REVENUES (from page 5) 20,000 2,005,000 155,000 2,180,000

***In-kind should net to zero**

SIGNATURE PAGE:

Organization Name:

Thumper Productions LLC

Primary Contact

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

Tracy Lane

Email:

tracy@thumperentertainment.com

Street Address:

201 W. Broadway, Ste. 3C

Columbia, MO Zip: 65203

Phone: 573-442-5862

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
Co-Owner

Date 10-11-19

Signature of Applicant/Primary Contact

Date _____