

MARKETING AND SPONSORSHIP AGREEMENT

**Between
THE CITY OF COLUMBIA, MISSOURI
And
MIZZOU SPORTS PROPERTIES, LLC**

THIS AGREEMENT (hereinafter "Agreement") between the City of Columbia, Missouri, a municipal corporation (hereinafter "CITY") and Mizzou Sports Properties, LLC, designated multi-media rights holder for University of Missouri intercollegiate athletics ("UNIVERSITY"), with an address of 2120 Forum Boulevard, Suite 3, Columbia, Missouri 65203 (hereinafter, "MSP"), is entered into on the date of the last signatory noted below (the "Effective Date"). CITY and MSP are each individually referred to herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY desires to engage MSP to render certain sponsorship opportunities and inventory items ("Benefits") as outlined on **EXHIBIT A**, attached hereto; and

WHEREAS, MSP represents and warrants that MSP is equipped, competent, and able to provide the Benefits in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set out in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties agree as follows.

1. Benefits and Performance Standards.
 - a. Benefits. MSP will deliver to CITY, during the Term (as defined hereinafter), the Benefits set forth on **EXHIBIT A**.
 - b. Prior to beginning delivery of any Benefits, MSP shall resolve with CITY any perceived ambiguity with respect to such delivery. CITY shall issue a written notice to proceed. MSP shall not prepare a written report with respect to the delivery of Benefits unless the CITY directs MSP to do so.
 - c. MSP shall exercise reasonable skill, care and diligence in delivering the Benefits and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If MSP fails to meet the foregoing standards, then MSP will perform, at its own cost, and without reimbursement from CITY, the professional services necessary to correct errors and omissions, which are caused by MSP's failure to comply with the above standards.
 - d. Schedule. On or after the Effective Date, CITY shall issue the notice to proceed and MSP shall proceed with delivering the Benefits.

2. Additions or Deletions to Benefits. CITY may meet with MSP to discuss, in good faith, changes to the Benefits, which shall occur only to the extent MSP and CITY agree to any such changes, in writing.
3. Exchange of Data. To the extent applicable, all information, data, and reports in CITY's possession and necessary for the carrying out of the work, shall be furnished to MSP without charge, and the Parties shall cooperate with each other in every way possible to facilitate MSP's delivering the Benefits.
4. Personnel. MSP represents that MSP will secure, at MSP's expense, all personnel required to deliver the Benefits. Such personnel shall not be employees of or have any contractual relationship with CITY, except as employees of MSP. All of the services required hereunder will be performed by MSP or those under MSP's direct supervision. MSP's personnel engaged in delivering the Benefits shall be fully qualified to do so. None of MSP's work or services covered by this Agreement shall be subcontracted without the prior written approval of CITY.
5. Term. This Agreement shall commence on the Effective Date and continue for two (2) Contract Years (as defined hereinafter), through June 30, 2025. Either Party may terminate this Agreement effective as of the conclusion of the first Contract Year (June 30, 2024), via written notice due to the other Party no later than February 1, 2024. "Contract Year" is defined as each twelve (12) month period during the Term, beginning July 1 and ending June 30.
6. Costs not to Exceed. Pursuant to the Consideration section, as set forth on **EXHIBIT B**, attached hereto, the Parties have established a Sponsorship Fee of **(i) One Hundred Six Thousand Seven Hundred Twenty-Two Dollars (\$106,722)** for the Benefits delivered in the first Contract Year and **(ii) One Hundred Nine Thousand Nine Hundred Twenty-Three Dollars (\$109,923)** for Benefits delivered in the second Contract Year.
7. Payment.
 - a. MSP will issue invoices in accordance with the Installment Billing Schedule set forth on **EXHIBIT B**.
 - b. Conditioned upon acceptable performance. Provided MSP delivers the Benefits in the manner set forth in Paragraph 1 hereof, CITY agrees to pay MSP in accordance with the Installment Billing Schedule set forth on **EXHIBIT B**, which shall constitute complete compensation for the Benefits; provided, however, that where payments are to be made periodically to MSP for Benefits received, CITY expressly reserves the right to disapprove, in whole or in part, a request for payment where Benefits delivered during the period for which payment is claimed were not delivered in a timely and satisfactory manner.

c. CITY will have ten (10) days from the date of receipt of the invoice to register CITY's disapproval of the Benefits billed on that invoice. Following MSP's receipt of said disapproval, MSP will have ten (10) days to cure the issue(s) presented. If a cure cannot be obtained within ten (10) days, then MSP will notify CITY of the proposed amount of time to cure, and the Parties will work together, in good faith, to reach agreement as to an acceptable alternative deadline, which, upon mutual agreement, they will memorialize in writing.

d. CITY will pay MSP for Benefits received within thirty (30) days of receiving an applicable invoice.

8. **Termination of Agreement for Breach.** Failure of a Party to fulfill its obligations under this Agreement in a timely and satisfactory manner in accordance with the terms set forth herein, as agreed to by the Parties, shall constitute a breach of this Agreement, and the non-breaching Party shall thereupon have the right to immediately terminate this Agreement; provided, however, the non-breaching Party first delivered to the breaching Party written notice of its breach, which the breaching Party then failed to cure within ten (10) days of receiving such notice. In the event of termination for breach, CITY, at its sole option, may utilize all Benefits delivered by MSP under this Agreement prior to the date of termination. MSP shall not be relieved of liability to CITY for damages sustained by CITY by virtue of any such breach of this Agreement by MSP.

Termination of Agreement for Convenience. CITY shall have the right, at any time, by written notice to MSP, to terminate and cancel this Agreement, without cause, for the convenience of CITY, and MSP shall immediately stop work. In such event, CITY shall not be liable to MSP, except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by MSP for the performance of the cancelled portions of this Agreement, including a reasonable allowance of profit applicable to the actual work performed and such preparations. In the event of termination for convenience, CITY, at its sole option, may purchase, for just and equitable compensation, any and all finished or unfinished documents, data, studies, and reports or other materials prepared by MSP under this Agreement. Any reuse of any satisfactory work completed prior to the termination for convenience shall be at CITY's own risk and without any liability to MSP. Anticipatory profits and consequential damages shall not be recoverable by MSP.

9. **Ownership of Intellectual Property and Work Product.**

a. Any software, research, reports, studies, data, photographs, videos, negatives or other documents, drawings or materials prepared by MSP in the performance of its obligations under this Agreement, as applicable, shall be the exclusive property of CITY and all such materials shall be delivered to CITY by MSP upon completion, termination or cancellation of this Agreement. MSP may, at its own expense, keep copies of all such materials for its files. MSP shall not use, willingly allow, or cause to have such materials used for any purpose other than

the performance of MSP's obligations under this Agreement without the prior written consent of CITY; provided, however, that MSP shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use written works.

b. Notwithstanding CITY's ownership of the work product, CITY acknowledges and agrees that (i) MSP has the right to re-use any of its pre-existing know-how, ideas, concepts, methods, processes, or similar information, however characterized, whether in tangible or intangible form, and whether used by MSP in delivering the Benefits or not, at any time and without limitation, and (ii) MSP retains ownership of any and all of its intellectual property rights that existed prior to the Effective Date, including, but not limited to, all methods, concepts, designs, reports, programs, and templates.

c. Pre-existing works include inventions (whether or not patentable), works of authorship, trade secrets, techniques, know-how, ideas, concepts, algorithms, and other intellectual property, which existed prior to commencement of this Agreement. No property rights to any pre-existing works shall inure to the CITY. To the extent that MSP incorporates pre-existing work into a derivative work for CITY, MSP will retain ownership of such derivative work, except for those items identified in Paragraph 9.a, above, and provided that it hereby grants CITY a royalty free, nonexclusive, perpetual, non-transferable, non-assignable, limited license to use the work solely for internal purposes. The work product cannot be used for any outside jurisdiction without written permission from MSP.

10. Insurance. MSP shall maintain, on a primary basis and at its sole expense, during the Term, the following insurance coverages and limits, including endorsements described herein. The requirements contained herein, as well as CITY's review or acceptance of insurance maintained by MSP is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by MSP under this Agreement. Coverage must be provided as follows by a carrier with A.M. Best minimum rating of A-VI:

a. Workers' Compensation and Employers' Liability. MSP shall maintain Workers' Compensation in accordance with Missouri State Statutes or provide evidence of monopolistic state coverage. Employers Liability with the following limits: \$500,000 for each accident; \$500,000 for each disease for each employee; and \$500,000 disease policy limit.

b. Commercial General Liability. MSP shall maintain Commercial General Liability at a limit of \$2,000,000 each occurrence, \$3,000,000 annual aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

c. **Business Auto Liability.** MSP shall maintain Business Automobile Liability at a limit of \$2,000,000 each occurrence. Coverage shall include liability for owned (if applicable), non-owned and hired automobiles. In the event MSP does not own automobiles, MSP agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

d. **Professional Liability.** If delivering the Benefits requires the work of a licensed professional, MSP agrees to maintain Professional (Errors and Omissions) Liability at a limit of liability not less than \$2,000,000 per occurrence and \$3,000,000 aggregate. For policies written on a "Claims-Made" basis, to the extent applicable, MSP agrees to maintain a retroactive date prior to or equal to the Effective Date of this Agreement. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or in the event of any other event triggering the right to purchase a supplemental extended reporting period ("SERP") during the life of this Agreement, MSP agrees to purchase a SERP with a minimum reporting period of not less than two (2) years. The requirement to purchase a SERP shall not relieve MSP of the obligation to provide replacement coverage.

e. MSP may satisfy the liability limits required for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum per occurrence limit of liability under the Umbrella or Excess Liability; provided, however, the annual aggregate limit shall not be less than the highest "each occurrence" limit for either Commercial General Liability or Business Auto Liability. MSP agrees to endorse CITY as an additional insured on the Umbrella or Excess Liability.

f. CITY, its elected officials and employees are to be listed as additional insureds on a certificate of insurance evidencing all coverage required hereunder. Such certificate is to be provided to CITY at least ten (10) days prior to the Effective Date. MSP is required to maintain coverages as stated and is required to notify CITY of a carrier change or cancellation as practicably as possible. CITY reserves the right to request a copy of MSP's policies.

g. The Parties understand and agree that CITY is relying on, and does not waive, or intend to waive, by any provision of this Agreement, any monetary limitations or any other rights, immunities, and protections provided by the State of Missouri, as from time to time amended, or otherwise available to CITY, or its elected officials or employees.

h. Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event MSP fails to maintain and keep in force the required insurance or to obtain coverage from its subcontractors, CITY shall have the right to cancel and terminate this Agreement via written notice to MSP.

- i. The insurance required by the provisions of this Paragraph is required in the public interest and CITY does not assume any liability for acts of MSP and/or MSP's employees and/or MSP's subcontractors in the performance of this Agreement.
11. **Compliance.** In connection with CITY's activities hereunder, during the Term, each Party shall comply with the policies, rules and regulations of University and any athletics conference to which University belongs (with respect to CITY, solely to the extent MSP provides CITY such materials, as applicable), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at www.ncaa.org).
 12. **Conflicts.** No salaried officer or employee of CITY and no member of CITY's City Council shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision will render this Agreement void. Any federal regulations and applicable provisions in Section 105.450 et seq. RSMo shall not be violated. MSP covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with delivering the Benefits. MSP further covenants that in performing under this Agreement, no person having such interest shall be employed.
 13. **Assignment.** Neither Party shall assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the other Party. Notice of such assignment or transfer shall be furnished in writing promptly to the other Party. Any such assignment is expressly subject to all rights and remedies of CITY under this Agreement, including the right to change or delete activities from this Agreement or to terminate the same as provided herein, and no such assignment shall require CITY to give any notice to any such assignee of any actions, which CITY may take under this Agreement, though CITY will attempt to so notify any such assignee.
 14. **Compliance with Laws.** Each Party agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to its obligations hereunder, including those listed in the attached **EXHIBIT C**.
 15. **Employment Of Unauthorized Aliens Prohibited.** Each Party agrees to comply with Missouri State Statute section 285.530 in that it 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 Agreement, MSP 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 this Agreement. MSP 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. MSP shall require each subcontractor to affirmatively state in its contract with MSP 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. MSP

shall also require each subcontractor to provide MSP 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.

16. **General Independent Contractor Clause.** This Agreement does not create an employee/employer relationship between the Parties. It is the Parties' intention that MSP will be an independent contractor of CITY and not CITY's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, and Missouri workers' compensation and unemployment insurance laws. MSP will retain sole and absolute discretion in the judgment of the manner and means of delivering the Benefits. MSP agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to deliver the Benefits. This Agreement shall not be construed as creating any joint employment relationship between MSP and CITY, and CITY will not be liable for any obligation incurred by MSP, including, but not limited to, unpaid minimum wages and/or overtime premiums.
17. **Hold Harmless Agreement.** To the fullest extent not prohibited by law, MSP shall indemnify and hold harmless CITY, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including, but not limited to, attorneys' fees) arising by reason of any act or failure to act, negligent or otherwise, of MSP, of any subcontractor (meaning anyone, including, but not limited to, MSP's having a contract with a subcontractor for delivering Benefits), of anyone directly or indirectly employed by MSP or by any subcontractor, or of anyone for whose acts MSP or its subcontractor may be liable, in connection with delivering the Benefits. This provision does not, however, require MSP to indemnify, hold harmless, or defend CITY from CITY's own actions, inactions (willful or otherwise), or negligence.
18. **No Waiver of Sovereign Immunity.** 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 constitution or law.
19. **Professional Oversight Indemnification.** MSP understands and agrees that CITY has contracted with MSP based upon MSP's representations that MSP is a skilled professional and fully able to deliver the Benefits. In addition to any other indemnification set forth in this Agreement, MSP agrees to defend, indemnify and hold and save harmless CITY from any and all claims, settlements, and judgments whatsoever arising out of CITY's alleged negligence in hiring or failing to properly supervise MSP.

20. **Professional Responsibility.** MSP shall exercise reasonable skill, care, and diligence in delivering the Benefits. If MSP fails to meet the foregoing standard, then MSP shall perform, at its own cost, and without reimbursement from CITY, the professional services necessary to correct the errors and omissions caused by MSP's failure to comply with the above standard.
21. **Governing Law and Venue.** This Agreement 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 Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. Each Party irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. Each Party agrees to waive any defense of forum *non conveniens*.
22. **No Third-Party Beneficiary.** No provision of this 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 this Agreement.
23. **Notices.** Any notice, demand, request, or communication required or authorized by this 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
ATTN: Michael Parks,
Columbia Regional Airport
Manager
 P.O. Box 6015
 Columbia, MO 65205-6015
 Fax: [click here to enter fax.](#)

If to MSP:

Mizzou Sports Properties, LLC
ATTN: General Manager
2120 Forum Boulevard, Suite 3
Columbia, MO 65203

The designation and title of the person to be notified or the address of such person may be changed by a Party at any time by written notice to the other Party. 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.

24. **Public Records Act.** CITY is subject to the Missouri Sunshine Law as amended. The Parties agree that this Agreement shall be interpreted in accordance with the provisions of the Missouri Sunshine Law as amended and MSP agrees to maintain the confidentiality of information, which is not subject to public disclosure under the Missouri Sunshine Law.
25. **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 each Party.

26. **Audit.** MSP shall maintain financial records according to generally accepted accounting standards. CITY has the right, at its sole expense and during normal working hours, upon ten (10) days' written notice to MSP, to examine MSP's records in MSP offices and in the presence of MSP's General Manager, with respect to this Agreement, to the extent reasonably necessary to verify the accuracy of any statement, charge or computation made pursuant to this Agreement.
27. **Nondiscrimination.** During the performance of this Agreement, neither Party shall discriminate against any employee, applicant for employment or recipient of services because of race, color, religion, sex, sexual orientation, gender identity, age, disability, national origin, or any other legally protected category. Each Party 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.
28. **Missouri Anti-Discrimination Against Israel Act.** To the extent required by Missouri Revised Statute Section 34.600 and not in violation of the state or federal constitution, MSP certifies it is not currently engaged in and shall not, for the duration of this Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel. If any provision of this paragraph, or the application of such provision to any person or circumstance, shall be held invalid, then the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby. This paragraph shall not apply to contracts with a total potential value of less than one hundred thousand dollars (\$100,000.00), during a Contract Year, or to contractors with fewer than ten (10) employees.
29. **Counterparts and Electronic Signatures.** This Agreement may be signed in one (1) or more counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one (1) 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.
30. **Contract Documents.** The Contract Documents include this Agreement and the following exhibits, which are incorporated herein by reference:

Exhibit:

- A Benefits
- B Consideration
- C FAA Required Federal Provisions

In the event of a conflict between the terms of any Contract Document and the terms of this Agreement, the terms of this Agreement control. In the event of a conflict between the terms of Contract Documents, the terms of the applicable Contract Document controls in the order listed above.

31. Entire Agreement. This Agreement represents the entire and integrated agreement between the Parties. All previous or contemporaneous contracts, representations, promises and conditions relating to the Benefits are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have set their hands on the day and year written below.

CITY OF COLUMBIA, MISSOURI

By: _____

Name: De'Carlon Seewood

Title: City Manager

Date: _____

APPROVED AS TO FORM:

[Handwritten Signature]
8/10/23

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I, hereby certify that this Agreement is within the purpose of the appropriation to which it is to be charged, Account Number 55406210-504310, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Director of Finance

(Seal)

MIZZOU SPORTS PROPERTIES, LLC

By: *Caleb Huffman* *Caleb Huffman*

Date: 8/10/2023

ATTEST:

By: _____

Name: _____

EXHIBIT A
Benefits

Provider	Sport	Product	Item Name	Quantity	Events
Mizzou Sports Properties, LLC	Baseball	Promotions	On-Field Promotion Description: Season long promotion	1	Season
Mizzou Sports Properties, LLC	Baseball	Radio	In-Game Spot (Network) (30 Seconds) Description: :30 Network In-Game Spot during each Baseball broadcast	1	Season
Mizzou Sports Properties, LLC	Baseball	Tickets/Suites/Parking	Season Ticket Description: Season Ticket to all Regular Season Home Games	2	Season
Mizzou Sports Properties, LLC	Basketball - Men's	Promotions	On-Court Promotion Description: Tailored promotion Note: Audit - Parachutes	1	Season
Mizzou Sports Properties, LLC	Basketball - Men's	Radio	Post-Game Spot (Local Jefferson City/Columbia) (30 Seconds) Description: :30 Local Jefferson City/Columbia Post-Game Spot during each Men's Basketball broadcast	1	Season
Mizzou Sports Properties, LLC	Basketball - Men's	Tickets/Suites/Parking	Single Game Ticket Description: Ticket(s) to one selected regular season Men's Basketball home game	2	1
Mizzou Sports Properties, LLC	Basketball - Women's	Radio	In-Game Spot (Network) (30 Seconds) Description: :30 Network In-Game Spot during each Women's Basketball broadcast	2	Season
Mizzou Sports Properties, LLC	Basketball - Women's	Tickets/Suites/Parking	Season Ticket Description: Season Ticket(s) to all regular season Women's Basketball home games Note: Tickets for WBB Seat Upgrade	2	Season
Mizzou Sports Properties, LLC	Football	Promotions	In-Stadium Promotion Description: Tailored promotion	1	Season
Mizzou Sports Properties, LLC	Football	Radio	In-Game Spot (Local Jefferson City/Columbia) (30 Seconds) Description: :30 Local Jefferson City/Columbia In-Game Spot during each Football broadcast	1	Season
Mizzou Sports Properties, LLC	Football	Signage	South Videoboard Column LED	1	Season

Mizzou Sports Properties, LLC	Football	Tickets/Suites/Parking	Description: Minimum of 15 minutes real time, simultaneous exposure on east and west column locations - rotated in 5:00 increments Season Ticket Description: Season Ticket to all Regular Season Home Games	2	Season
Mizzou Sports Properties, LLC	Olympic Sports	Promotions	In-Game Promotion Description: Season long promotion Note: WBB Seat Upgrade Promotion	1	Season
Mizzou Sports Properties, LLC	Olympic Sports	Promotions	In-Game Promotion Description: Season long promotion Note: Softball Seat Upgrade	1	Season
Mizzou Sports Properties, LLC	Social Media	Digital	Lead Generation Description: Enter-to-win sweepstakes; includes landing page, promotional social graphic(s), paid social media impressions (100K), and post-campaign entrant database.	1	Season
Mizzou Sports Properties, LLC	Social Media	Digital	Organic Entitlement Series Description: High-volume time-sensitive year-long series of organic social media posts <i>i.e.</i> Final Scores, Starting Lineups, etc.	1	Season
Mizzou Sports Properties, LLC	Softball	Tickets/Suites/Parking	Single Game Ticket Description: Ticket to one selected Regular Season Home Game Note: Two (2) season tickets (12 games x 2)	24	1
Mizzou Sports Properties, LLC	Website Entitlement	Digital	Logo Inclusion Description: Logo inclusion in website footer Note: Inclusion on Travel Center Page	1	Season
Mizzou Sports Properties, LLC	Basketball - Men's	Signage	Ribbon Board LED Description: Two (2) minutes of digital signage on upper ribbon board (:30 rotations)	1	Season
Mizzou Sports Properties, LLC	Basketball - Women's	Signage	Ribbon Board LED Description: Two (2) minutes of digital signage on upper ribbon board (:30 rotations)	1	Season
Mizzou Sports Properties, LLC	Gymnastics	Signage	Courtside LED Description: Minimum of 2:00 LED courtside signage exposure during each home meet	1	Season

Mizzou Sports Properties, LLC	Volleyball	Signage	Courtside LED Description: Minimum of 2:00 LED courtside signage exposure during each home game	1	Season
Mizzou Sports Properties, LLC	Wrestling	Signage	Courtside LED Description: Minimum of 2:00 LED courtside signage exposure during each home meet	1	Season

Postseason Radio. If, due to a University team’s postseason participation (*i.e.*, any game played once the regular season has concluded, whether the Southeastern Conference Football Championship Game or Basketball Tournament or a bowl game(s) (including the College Football Playoff) or a national basketball tournament) during a Contract Year, MSP, and/or its authorized radio affiliates, transmits radio broadcasts associated with any such participation (including games and/or coaches’ shows), then Sponsor agrees its advertisements and/or sponsor recognitions will air on any such broadcasts at the same advertising frequency as during the regular season, based on the below rates:

- \$400 net per football broadcast.
- \$400 net per men’s basketball broadcast.
- \$240 net per women’s basketball broadcast.

Each such amount will (a) be additional to the fees payable as otherwise set forth in this Agreement, (b) be due and payable to MSP within thirty (30) days following CITY’s receiving an invoice from MSP and (c) as applicable, increase five percent (5%) per Contract Year.

Postseason Presenting Sponsorship Opportunities.

- If, during a Contract Year, University’s football team qualifies for postseason participation, then CITY will have until November 1 of such Contract Year to provide MSP written notification of its desire to become a presenting sponsor of University’s postseason football for an incremental increase to such Contract Year’s Cash Amount of \$17,500.00 (payable within thirty (30) days following CITY’s receiving an invoice from MSP).
- If, during a Contract Year, University’s men’s basketball team qualifies for postseason participation, then CITY will have until February 1 of such Contract Year to provide MSP written notification of its desire to become a presenting sponsor of University’s postseason men’s basketball for an incremental increase to such Contract Year’s Cash Amount of \$17,500.00 (payable within thirty (30) days following CITY’s receiving an invoice from MSP).

EXHIBIT B
Consideration

Sponsorship Fee:

<u>Contract Year</u>	<u>Cash Amount</u>
2023-2024	\$106,722.00
2024-2025	\$109,923.00

INSTALLMENT BILLING
SCHEDULE

<u>Invoice Date</u>	<u>Invoice Amount</u>
upon execution	\$13,340.25
9/1/2023	\$13,340.25
10/1/2023	\$13,340.25
11/1/2023	\$13,340.25
12/1/2023	\$13,340.25
1/1/2024	\$13,340.25
2/1/2024	\$13,340.25
3/1/2024	\$13,340.25
8/1/2024	\$13,740.38
9/1/2024	\$13,740.38
10/1/2024	\$13,740.38
11/1/2024	\$13,740.38
12/1/2024	\$13,740.38
1/1/2025	\$13,740.38
2/1/2025	\$13,740.38
3/1/2025	\$13,740.34

MSP shall submit each payment by check or wire transfer. If CITY pays by check, then CITY shall send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until MSP directs otherwise: MIZZOU SPORTS PROPERTIES, LLC, c/o Learfield Communications, LLC, P.O. Box 843038, Kansas City, MO 64184-3038. If CITY pays by wire or funds transfer, then MSP shall request applicable account information from either MSP's chief financial officer or accounting department. With respect to processing CITY's payment(s) hereunder, MSP will not engage with any third-party payment processor (e.g., Ariba, PayModeX).

Terms: Due Net Thirty (30) Days
Checks made payable to MIZZOU SPORTS PROPERTIES, LLC

EXHIBIT C

COLUMBIA REGIONAL AIRPORT FEDERAL AVIATION ADMINISTRATION (“FAA”) FEDERAL CONTRACT PROVISIONS MIZZOU SPORTS PROPERTIES, LLC

These terms and conditions are Exhibit C to that certain Marketing and Sponsorship Agreement between the City of Columbia, Missouri, owners and operators of the Columbia Regional Airport (“CITY”) and Mizzou Sports Properties, LLC (“MSP” or for the purposes of identification in this exhibit hereinafter “Contractor”) and any and all subcontractors.

CIVIL RIGHTS - GENERAL

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

CIVIL RIGHTS – TITLE VI ASSURANCE

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the

contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The Contractor himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the List of discrimination Acts And Authorities.

Title VI List of Pertinent Nondiscrimination Acts

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).