

**CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT**

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and National Middle School Basketball Association LLC, a Limited Liability Corporation organized in the State of Oregon (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 Seven Thousand Five Hundred (\$ 7,500) 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:

William (Bill) Reinking
National Middle School Basketball Association LLC
Aka State Basketball Championship
8090 N 85TH WAY STE 102
Scottsdale AZ 85258

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

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

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

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.

Matthew Lue, Director of Finance

GRANT RECIPIENT

By signing below I certify that I have the authority to bind the Grant Recipient to the Terms of this Agreement.

By: _____
Bill Reinking

Printed Name: Bill Reinking

Title: President

IRS-EIN: 46-1360816

Date: 2/7/2023

ATTEST:

Connor Brannon, State Basketball Championship

FY2023 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)
 Applications must be typed.

Event Name: 2023 Missouri State Basketball Championship
Event Organizer: National Middle School Basketball Championship LLC dba State Basketball Championship
Event Date: March 17-19, 2023
Event Location: Columbia, MO

Amount of SDF Requesting: \$15,000

Total Event Cost: \$103,500

Describe in detail how the SDF Funds would be used:

Facility rental, tournament insurance, trophies & medals, event staff, referees, in-season event marketing

Will this event be held without tourism development funding? ☒ Yes ☐ No
 Is this a new event? ☐ Yes ☒ No
 Have all required permits, licenses, etc. been secured? ☒ Yes ☐ No
 Have you received tourism development funds before? ☒ Yes ☐ No

If Yes, how much and when? \$15,000 in FY2019. The event was cancelled due to COVID in March 2020, just one week before tip-off but after unrecoverable marketing expenses were incurred. Our 2021 event was cancelled also. In March 2022, we executed a successful tournament with approx. 110 teams with no SDF funds requested due to the situation in March 2020.

Narrative:

1.	Thoroughly Describe the Event: The youth state tournament will again bring the top basketball teams and their families from across Missouri ** See below (Page 2) for detail on what has made our state-specific events so successful.
2.	How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance? We dedicate significant resources in hiring up to 10 State Tourney Reps across Missouri to attend fall and winter State Qualifier tournaments. Our Reps promote the State tourney directly to Qualifying teams and their families. At \$20/hr and \$0.50/mile, we expect our Rep payroll to exceed \$18k
3	How will your event increase overnight stays? The number of event room nights will increase significantly this March, due in part to an increase in teams but more due to the power of our new hotel provider, Event Connect. See page 3 for explanation.
4.	How many overnight stays do you estimate the event will generate?: 1,170 (# of rooms x # of nights) # of estimated local participants: 200 # of estimated out-of-town participants: 1,200 # of local friends/family/fans: 534 # of out of town friends/family/fans: 3,204
5.	Have you contacted local hotels? <u>Yes</u> or No Are you using third-party housing company? <u>Yes</u> or No Is your event "Stay to Play"? <u>Yes</u> or No

6.	What method will you use to track overnight stays? Our third-party housing company, Event Connect, offers real-time reporting for Event Owners and sponsoring Sports Commissions. Their reporting is very robust and data can be filtered on many fields.
7.	Will your event increase retail, food & beverage expenditures by out of market visitors and in increase tourism overall? Yes, with 80%+ of teams requiring a 2-night stay, local business and restaurant sales will certainly increase.
8.	Have you secured event sponsorships? (attach any sponsorship materials) Not yet – but we are trying! We are very open to all kinds of sponsorship (in-kind, cash, etc). However, it is challenging getting to corporate sponsorship decision-makers
9.	List any other important factors or issues about this event that you feel we should know about: For additional history and details of our events, please see the attached flyer used by our organization in presentations to CVB's and Sports Commissions in potential future host cities.

****1. continued. Thoroughly Describe the Event**

The 2nd annual Missouri Middle School Basketball Championship will bring the top youth teams and families to Columbia on March 17-19, 2023. The tournament is for boys and girls in grades 3rd through 8th and is a three day event that begins on Friday evening, runs all day Saturday and wraps up late Sunday afternoon. The event's uniqueness is based on a Qualifier-based tournament which ensures competitively balanced play from teams hailing from Kansas City, St. Louis, and all points in between. To our knowledge, there are no youth basketball tournaments in the U.S. that employ a Qualifier-based model.

Our event is designed to include one or two "marquee" venues to host semifinals and championship games. Such venues in the Columbia area are the Mizzou Rec Center and the Columbia Fieldhouse, both of which have been reserved for our weekend in March. To accommodate the expected Year-Two 130+ teams and the necessary 14-15 courts, we will look to add several smaller facilities such as local Columbia College and Columbia middle and high school gyms.

A major key to our Year One success of over 100 teams was an aggressive marketing strategy that secured partnerships with existing leagues and weekend tournaments across the state where their top teams qualified for our tournament. These partners are referred to as State Qualifiers.

Our marketing plan is executed via website and email, and more importantly, via the hiring of State Tourney Representatives to attend the season long, weekly Qualifiers. While onsite, our Reps scout each championship game to identify and award State Tournament invites to all 1st and 2nd place teams. The qualifying coaches, players and families then soon learn that the State Championship is a rare opportunity to enjoy a winter season-ending bonding experience and to compete against fresh teams from all corners of Missouri.

Given the popularity of youth basketball in Missouri, and similar to our longer-standing tournaments in other states, we feel strongly that the event will grow to 200-300 teams in a few short years!

****2. Continued. How will your event increase overnight stays?**

We've recently partnered with Event Connect (EC) to handle all team registrations, *plus* booking all lodging for our event. EC is a nationally recognized leader in sports tourism and has a software platform that allows a team manager to book a block of rooms at the same time as registering a team for the tournament. This is very unique in an industry that to this point has required event operators to use multiple software companies for team registrations, hotels, ticketing and game scheduling. EC handles all components in an easy-to-use format.

Per Justin Roach, our EC Account Manager, we expect over 1,100 room nights to be consumed in the Columbia area. That projection is based on the following historical assumptions:

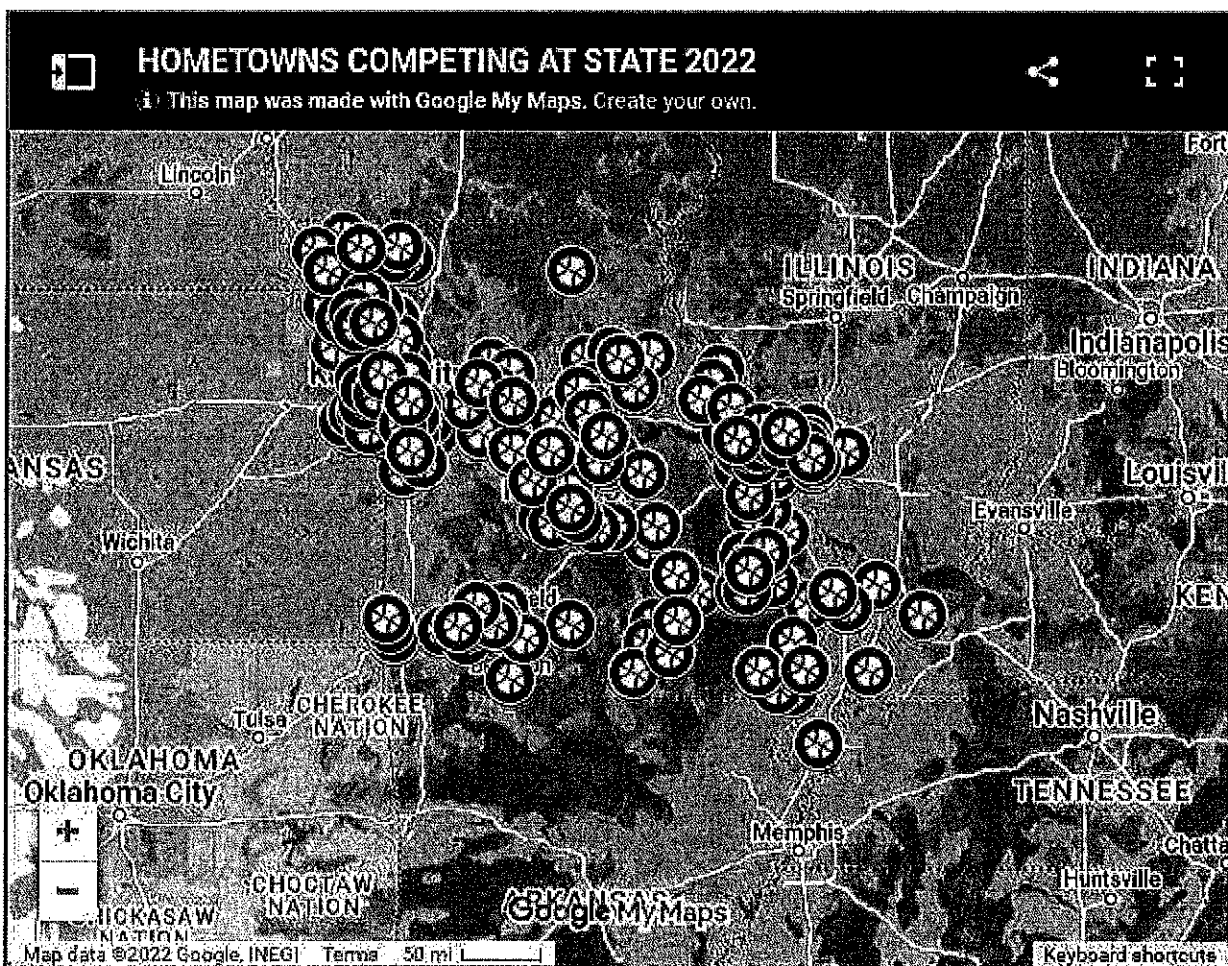
130 total teams registered with 86% traveling from 50+ miles away = 112 traveling teams

With a blocking goal of 80%, that yields 89 teams blocking 7 rooms each = 626 rooms consumed

With our 3-day event creating a room nights consumed factor of 1.8 = **1,127 room nights**

Given the additional new Qualifier leagues and tournaments secured by our Tournament Director (which feed teams to our event), we believe 130 teams in 2023 to be conservative.

Below is a map of the hometowns represented at last season's tournament, which gives a flavor of how geographically diverse our first-year event was!



TOTAL BUDGET FY 2023
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF).

EVENT BUDGET - R E V E N U E S

Round to the nearest dollar

ORGANIZATION NAME: National Middle School Basketball Association LLC dba State Basketball Championship

EVENT NAME: 2023 Missouri Middle School Basketball Championship

	1	2	3
REVENUES	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations, (list in-kind below*)	\$	\$	\$
2. Government Support** (city, county, schools, etc.) (This includes tourism development funds.)	\$15,000		\$15,000
A. Potential SDF Grant			
B.			
C.			
3. Program Fees: Admissions/Tickets	\$59,000		\$59,000
Sales of items (Apparel Revenue Share)	\$ 5,000		\$ 5,000
Other (Team Registration Fees)	\$38,000		\$38,000
4. Other Misc. (be specific)			
5. Hotel Rebates	\$ 5,000		\$ 5,000
6. Streaming Video Revenue Share	\$ 2,000		\$ 2,000
TOTAL REVENUE	\$124,000	\$0	\$124,000

*In-kind good or service anticipated	Source of donation	Estimated value
		\$
		\$
		\$
		\$
		\$

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

EVENT BUDGET continued, - EXPENDITURES
SPORTS DEVELOPMENT (SDF)

Round to the nearest dollar

ORGANIZATION NAME: National Middle School Basketball Association LLC dba State Basketball Championship

EVENT NAME: 2023 Missouri Middle School Basketball Championship

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds (only include the amount of your request)	CASH Other (minus tourism development fund request)	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic				
Technical (game referees + fees)		\$19,000		
Administrative				
Other (onsite admissions, timeclock and scoresheet operators)		\$15,000		
2. Equipment Rental				
University of Missouri SRC rental	\$9,000	\$3,000		
Columbia Sports Fieldhouse rental	\$6,000			
Other Local Facilities rentals		\$7,000		
3. Supplies & Materials				
Awards		\$1,700		
4. Travel		\$5,400		
5. Promotion and Publicity				
Advertising/Marketing (State Rep pay)		\$18,000		
Local (in Boone County)		\$6,500		
Outside Boone County				
Printing (Reps promo materials)		\$6,500		
Postage		\$1,000		
6. Other (be specific)				
Liability & Cancellation Insurance		\$2,000		
Credit Card fees		\$3,200		
TOTAL EXPENDITURES	\$15,000	\$88,300	\$0	\$103,500
TOTAL REVENUES (from page <u>3</u>)	\$15,000	\$109,000	\$0	\$124,000

*In-kind should net to zero

SIGNATURE/DISCLAIMER

We, the undersigned, hereby certify that we have read and understand the Tourism Development Program Policies and Procedures and that all information included with our application is true and correct. We do hereby agree to submit all financial documentation regarding TDFE expenditures as required.

Bill Reinking
Applicant Authorized Signature

10/27/2022
Date

Print Name: Bill Reinking

Title: President

Email: bill@statebasketballchampionship.com

Name of Primary Contact & Email: (if different than above): n/a

Legal name of Organization: National Middle School Basketball Association LLC dba State Basketball Championship

Name of Organization President/or Chair of Board: Bill Reinking, President

Address: National Billing Office
8090 N 85th Way, Suite 102, Scottsdale, AZ 85258

Phone: 573-303-9343 x6

Email: bill@statebasketballchampionship.com

Web Site: www.statebasketballchampionship.com

Federal ID Number (required): 46-1360816

This organization is: Independently chartered ☐ Private ☒ Non-Profit ☐
Other (please describe) ☐.