CONVENTION AND VISITOR'S BUREAU TOURISM DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Ragtag Film Society, a Nonprofit Corporation 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. 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, Grant Recipient 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:

True False Film Fest

A program of Ragtag Film Society

10 Hitt Street

Columbia, MO 65201

Attn: Arin Liberman

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

i. Counterparts and Electronic Signatures. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.

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

Exhibit	Description
A	Grant Recipient's Event Proposal

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

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representations, promises and conditions relating to Grant Recipient's Event and services described herein are superseded.

[SIGNATURE PAGE FOLLOWS]

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'Carlon Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
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: _____

Printed Name: Arin Liberman

Title: Executive Director, Ragtag Film Society

IRS-EIN: 04-3770411

Date: February 7, 2024

ATTEST:

_____

Exhibit A

COLUMBIA, MO
WHAT YOU UNEXPECT

FY2024 Request for Tourism Development Funding

Signature Series Events

EVENT NAME: True/False Film Fest 2024 - "The Human Paradox"

EVENT ORGANIZER: Ragtag Film Society

EVENT DATES: February 29 - March 3, 2024

Please provide detailed answers to the following questions:

Describe in detail how Tourism Development funds will be used.

Since its inception in 2004, the True/False Film Fest has captivated and engaged communities in immersive arts experiences. Over the past 20 years, the Fest has expanded its artistic focus to include art installations, live music performances, filmmaker mentorships, and a robust education program. The international reputation of the Fest as a place for people to connect, debate and share diverse viewpoints has grown with many filmmakers, critics, journalists and other visitors who return year after year for the unparalleled hospitality and creative spirit of our city. The 2024 festival will look similar to 2023 in scope and scheduling: it will span four days, feature approximately 96 screenings of 32 full-length and 25 short films, and bring out an audience of approximately 10,000 individuals. We will host over 150 filmmakers, artists, and musicians from across the globe.

One special element that contributes to the Fest's lore is the accessibility and interaction between filmmakers and attendees—engagement that is unique in the film festival world. Both organic run-ins at coffee shops and restaurants, and True/False programs intentionally designed to provide attendees with a heightened experience with film—post-film Q&As, dinner with filmmakers for students and teachers that participate in Camp True/False, Campfire Stories and Gimme Truth, among others—are made possible by the funding provided by the CVB Signature Series grant. **True/False will divide the Signature Series funds it receives between ground transportation for artists, promotional and marketing outside of Boone County, and the printed program books which includes ads and information on local attractions.** As a direct result from these funds, not only is True/False able to bring exquisite films and high caliber filmmakers, musicians and artists to Columbia, it also invites new and returning passholders and guests for an unforgettable experience while enjoying the local establishments.

To extend our reach as far as possible, T/F crafts events and outreach that cast a wide net and reflect the ever-evolving art form that we champion: creative nonfiction film. We do this by engaging new filmmakers with our biennial artist development program, Confluence, and special events such as the game show Gimme Truth! We partner with local business owners to support our service industry and our entrepreneurship community, and offer state-of-the-art educational opportunities that feature direct interactions between students and filmmakers.

Additionally, in an effort to increase ADA accessibility of our programming to a wider range of individuals, True/False continues to improve the Fest by having wheelchair accommodations at all venues, sign-language interpretation at select screenings and events, and assistive listening devices available at several film venues.

By approaching film as an art form and promoting media literacy, education, and new ideas, Fest guests and attendees alike are inspired to expand their understanding of art, explore their assumptions on crucial contemporary issues, and critically analyze media messages. Going into its 21st year, the Fest's reputation has grown from a DIY film festival to a hallmark cultural event, a direct result of the generous funding from organizations like the CVB, and continued support from our community, whose hearts and hands have had an important role in cultivating the Fest's signature spirit of hospitality.

How many overnight stays does your event generate and how do you determine this?

According to our 2023 post-Fest survey results, 48 percent of attendees have a primary residence outside of mid-Missouri. Of those who traveled and stayed overnight, 29 percent stayed in a hotel, 18 percent stayed in a short-term rental, and 53 percent stayed with family or friends. Of those guests staying in Columbia for True/False, 62.8 percent of them stayed for three or more nights.

The Fest Hospitality team manages all guest bookings, and according to our records, we utilized a total of 270 room nights at the Drury Plaza Hotel and a total of 358 room nights at The Broadway in 2023. Room night totals include the four days of the Fest as well as the few days in advance of the Fest when guests are in town for pre-Fest programming and events. Beyond our official hotel partners, we also direct Fest attendees to stay at other CVB identified hotels throughout Columbia during the days leading up to and including the Fest. That list of hotels and their rates are listed on our website for booking convenience.

What was the attendance of last year's event and what method did you use to determine this?

The headcount for the 2023 festival is estimated around 10,000 people and is based on 28,900 tickets. In addition to our guests, we relied on the generosity, creativity, and hard work of 575 volunteers.

To determine the total number of tickets used (or seats taken), we track tickets sold, clicker counts at the door and passes and tickets scanned by our venue staff, which are then checked against our box office reports. While there is always some room for human error, we have confidence in our projections due to our consistency as well as the real-time element of how many seats are filled from the Q lines measured against what capacity remains unfilled. To calculate the festival attendance for unique individuals, we add the number of passholders to an informed estimation of non-passholder individuals. In 2023 the passholder numbers were: 239 Super and Silver Circle; 422 Center; 656 Spring, 1,225 Classic, and 175 Stay Up Late. Additionally, we had 126 Guest passholders, 180 Artist passholders, 617 staff & volunteers, for a total of 3,640 passholders. Non-passholder individuals are estimated based on the following data: general admission tickets redeemed, vouchers redeemed, and attendance at unticketed, free events such as Synapses, Field Sessions, Buskers Last Stand, Toasted, and the free music showcases. We estimate the 2023 attendance to be approximately 10,000 individuals. While this number is still down from pre-pandemic years, it is a notable increase from the 2022 number.

How many years has your event been held?

2024 will be the 21st annual event.

How are you marketing your event? Complete & attach the Marketing Grid.

The unique artistic aesthetic True/False Film Fest has become known for—from reimagined theater venues and larger than life art installations at the Fest to the poster, outreach and marketing materials—is meticulously curated by a team of artistic directors, a marketing team, and graphic designers. For 2024, these promotional materials and programming—including the TV commercial, print ads, poster, and website—focus on the theme: *The Human Paradox*.

Our marketing and design teams create visually appealing marketing materials that draw attendees, both new and returning, to the Fest and our hometown. We are excited to partner with the CVB's PR company, Turner, to help increase our reach and breadth of festival press coverage. Fest advertisement timeline begins on October 1 (online ads) and continues through early March: November 1 (print advertising), December 1 (radio advertising), and January 1 (TV advertising). Our anticipated media buy (cash and trade) for the 2024 Fest is approximately $143,000.

The True/False Film Fest website, truefalse.org, provides prospective and returning attendees and guests with detailed information about Fest films, events, music, ticketing, passes, art installations, educational programming, community programming, and more. Never missing an opportunity to intentionally and simultaneously promote our hometown, our website features Columbia travel, lodging, and dining options, including direct web links, increasing the likelihood that attendees engage with and utilize community businesses and organizations during the Fest. Our social media presence provides significant reach with 15,700 followers on our Facebook page, with similar numbers for both our Instagram and Twitter accounts, which currently have 14,000 (T/F Film Fest, True/False Art, and True/False Music accounts combined) and 24,700 followers, respectively. Lastly, Fest updates and event details are provided in our e-newsletter, via Constant Contact, to our 4,052 subscribers on a monthly basis, increasing in frequency to bi-weekly in January and February.

*Please note that ad placements for the 2024 Fest are still being negotiated. Publications and platforms listed in the grid are based off of the 2023 marketing budget and contracts as well as 2024 information we have so far.

What method do you use to attract sponsors? Attach your Sponsorship plan.

True/False Sponsorship goals are driven by Executive Director, Arin Liberman and Natalie Hantak, the True/False Sponsorship Manager. The team works diligently year-round to secure national, local, and in-kind sponsors. True/False's local, national, and international reputation as a leader and champion for cutting-edge nonfiction cinema—and utopian-esque celebration of film, art, and music—coupled with the expertly crafted marketing aesthetic (one that results in our posters and program books gracing the walls and bookshelves of attendees across the globe), assures sponsors that their support of the Fest will be cared for and highlighted with the same intentionality. Sponsors choose from ready-made packages or, as in the case of large sponsorships, customized branding for the Fest. The Fest's Programming and Sponsorship teams pair sponsors with enduring, impactful festival programming that aligns with their organizational interests, including our growing partnership with Paytient, heading into their second year as the presenting sponsor of the True Life Fund.

For T/F 2024, we have set a cash goal of $325,000, plus an additional $435,000 of in-kind sponsorship. As of January 1, we have confirmed $175,000 in cash (**53.8%** of our goal) and $233,000 in-kind (**53.5%** of our goal) sponsorships. The team will continue to nourish past relationships as well as develop new ones to meet the needs of this year's event. As the team builds support for the 2024 Fest, sponsorship opportunities are broadening locally, regionally, and nationally as well.

Sponsors who have committed this year include:
Simmons Bank
MU Healthcare
Paytient
The Jonathan B. Murray Center for Documentary Journalism
NBCU Academy
Veterans United Home Loans

National Geographic
The District
Missouri Film Office

Shakespeare's Pizza
Shortwave Coffee

True/False's various in-kind partnerships include:
Media: KBXR, KFRU, KBIA, KOMU, KMOS, KOPN, and Columbia Missourian
Local hotels: The Broadway and Drury Plaza Hotel
Venues, food, and other: Addisons, The Blue Note, Cafe Berlin, Calvary Episcopal Church, Columbia Area Career Center Culinary Arts, Columbia Art League, Dogmaster Distillery, Film Streams, Film Scene, First Presbyterian Church, Harpo's Bar & Grill, Rockin' Rents, Sager Reeves Gallery, and Son of a Gun.

SIGNATURE PAGE:

Legal Name of Organization: Ragtag Film Society

Primary Grant Contact: Arin Liberman
(Person responsible for daily operation of this event. All correspondence and contact will be addressed to this person).

Email: arin@truefalse.org

Street Address: 10 Hitt St.

Columbia, MO Zip: 65201

Phone: 573-441-8504

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

Signature of Applicant/Primary Contact — Date 01/12/2024

2024 EVENT BUDGET – *INCOME*
TOURISM DEVELOPMENT FUND - Signature Series Event

Event Name: True/False Film Fest

Organization Name: Ragtag Film Society

	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*)	$548,000	$435,000	$548,000
2. Government Support** (city, county, schools, etc.) A. CVB Tourism Development	$20,000		$20,000
B.City- OCA	$ 4,803		$4803
C.State- MAC	$ 56,712		$56,712
D.Federal- NEA	$ 30,000		$30,000
3. Program Fees: Admissions/Tickets	$ 535,000		$535,000
Sales of items	$54,000		$54,000
Other; entry fees	$45,000		$45,000
4.Other Misc. (be specific)			
TOTAL REVENUE	$1,293,515	$435,000	$

*In-kind good or service anticipated	Source of donation	Estimated value
Sponsorship team secures various in-kind support	Local, regional, national businesses	$435,000

**Name of program	Source of donation	Estimated value
Grants for Arts Projects 1	National Endowment for the Arts	$30,000
Established Institution Annual Grant	Missouri Arts Council	$56,712
Annual Arts Funding	Office of Cultural Affairs	$4,803

EVENT BUDGET - *EXPENSES*
TOURISM DEVELOPMENT FUND - Signature Series Event

Event Name: True/False Film Fest

Organization Name: Ragtag Film Society

EXPENSES: (itemize items in excess of $100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1.Personnel				
Artistic		204,000		204,000
Technical		83,600		83,600
Administrative		210,800		210,800
Other		138,000		138,000
2. Equipment Rental				
Digital Projection + audio equip.		65,000	*30000*	65,000
lighting, pipe & drape, trucks,		12000		12000
and other.		14700		14700
3. Supplies & Materials				
General operational supplies		10000		10000
venue and program supplies		13000	*10000*	13000
venue design materials		3000		3000
4. Travel				
filmmakers, musicians & guests		55000		55000
Shuttles & other travel	$10,000	15000		25000
lodging		65000	*35000*	65000
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)			*130,000*	
Outside Boone County	$2,000	5000	*6000*	7000
Printing	$8,000	16915		24915
Postage		8000		8000
6. Other (be specific)				
film rental & filmmaker honorarium		27300		27300
hospitality - food, bev, events		14000	*200000*	14000
merchandise costs		28200		28200
rent, utilities, insurance, other		285000	*24000*	285000

TOTAL EXPENDITURES	$20,000	1,273,515	*435,000*	$1,293,515
TOTAL REVENUES (from page 5___)		$1,293,515	*435,000*	$1,293,515

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

Event Name: True/False Film Fest
Event Organization: Ragtag Film Society

Marketing Tactics - Outlet or Vendor	# of ads	Total Reach/Circulation	Geography
Print			
Missourian	2/wk & 1/mo	66,384	Local
Vox Magazine	4	8000	Local
Digital - Social, Display, SEM, etc.			
Facebook	4	80k impressions — 20K engagement (ads) 15.8K followers (around 25K reach)	Regional
Instagram	4	11.1K	National
Twitter	0	no paid ads - 24.7K followers	National
Missourian website	1 supercube for 2 mos, 1 sliding billboard for 1 month		Local
Vox Website		78,500	Local
KMOS website	19	218,000	Local
KOMU website			Local
website	na	675,795	National
Chicago Reader	1 newsletter /	25k	Regional
Feast Magazine		400,000	Regional
newsletters	14	7,647	National
Broadcast - Radio & Television			
BXR	388	170,000	Local
KFRU	118	68,000	Local
Columbia: KBIA	338	30,000/week	Local
KOPN	225	1000 donors and potentially 200,000 listeners	Local
KCUR - Kansas City Public Radio	16	170,000	State
KOMU	244	1, 276,000	Regional
KMOS	14	490,000	State
KWMU - St. Louis Public Radio	12	170,000	State
Other Marketing - Please specify			
True/Love	150 postcards	150	Local
Arthouse Cinema Screens: Film Streams	2 months	6633 impressions	Regional
Arthouse Cinema Screens: Liberty Hall	2 months	4,200	Regional
Arthouse Cinema Screens: FilmScene	2 months	5833 impressions	Regional
Arthouse Cinema Screens: Moxie	2 months		State
	Total Reach	2,526,676	