

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Columbia Art League, 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 Ten Thousand Dollars (\$ 10,000.00) 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. Grant Recipient 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:
Columbia Art League
Attn: Kelsey Hammond
207 S. 9th Street
Columbia, MO 65201

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.

By: 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: Kelsey Hammond

Printed Name: Kelsey Hammond

Title: Executive Director

IRS-EIN: 43-1103761

Date: 3/5/25

ATTEST:

Exhibit A

EVENT NAME: Art in the Park 2025

EVENT ORGANIZER: Columbia Art League

EVENT DATES: June 7 + 8, 2025

Please provide detailed answers to the following questions:

1. How much are you requesting? \$12,000
2. Describe in detail how CVB Tourism Development funds will be used.

\$7,000 will go towards the cost of regional and national advertising. Our advertising audience is divided between artists exhibiting at Art in the Park and attendees to the event in June. In November we begin advertising to artists about applying to the event through Art Fair industry listservs, websites, and newsletters. About 1/3 of our artists found out about our event from these ads. And then April + May are focused on getting the word out about attending Art in the Park.

We will continue to build awareness about Art in the Park through the standard advertising methods: newspapers, radio, TV to encourage a strong Midwest regional attendance. We are also hoping to increase attendees that fit in a younger demographic by continuing advertising on social media and through Spotify and Hulu.

\$5000 will go towards printing our festival map (\$3500) and our save the date postcard (1,500).

Our map features all the individual artists' booths as well as the special tents and art installations. Maps are handed out at the main entrance to the festival. The postcard goes out to 11,000 people both in and out of Columbia but this year we'll be sending it to arts organizations and businesses in St. Louis and Kansas City.

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

While we do evaluations for attendees, we have a captive audience from our artists. 74 out of 110 artists answered our evaluation about their experience. 47 artists stayed in hotels. 37 of them stayed 2 nights. 9 stayed 3+ nights. 1 stayed 1 night.

79% of attendees live in Boone County while the rest live outside Boone County. Very few reported living out of state.

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

Approx 18,000 – 20,000

Volunteers noted number of patrons coming into the park for each hour for 15 minutes duration only on Saturday (9:45, 10:15, 10:45, 11:15, 11:45, 12:15, 12:45, 1:15, 1:45, 2:15, 2:45, 3:15, 3:45, 4:15 and 4:45) and the same method on Sunday but ended at 3:45 to count number of attendees from the Old 63 entrance. Old 63 entrance is the dominant point of entry but as this is an open park, people also can enter the festival from numerous directions. No assessment was done at any other entry point and one could argue that an increase of 10% is not unreasonable in the calculation of total attendees. Number of arriving patrons was interpolated (as a linear trend). Number of attendees was a summation of these 15 minute intervals (Sat: 10 am – 5 pm or Sun: 10am – 4 pm) as the flow of attendees was fairly constant within each hour of the day. The most popular time of the festival is Saturday right when it opens with the most people flooding through the gates.

5. How many years has your event been held? Since 1959
6. How are you marketing your event? Complete & attach the marketing grid. (see attached)

7. What method do you use to attract sponsors? Attach your sponsorship plan. (see attached)
Attached is our 2025 Sponsorship packet – we have a couple of grants from the OCA and the Missouri Arts Council. A couple of foundations like Miller's and the Veterans United Foundation sponsor Art in the Park every year. We approach local businesses about sponsoring – especially at the Bronze level or to sponsor a Golf Cart. We also have a consistent group of individuals (our Partners in the Park) who donate to help keep the festival free for all to attend!

2025 EVENT BUDGET - I N C O M E
TOURISM DEVELOPMENT FUND - Signature Series Event

Event Name:

Organization Name:

	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*)	\$ 41000	\$	\$ 41000
2. Government Support** – City, County, Schools, etc. (this includes TDF Funding)			
A. CVB Signature Series (amount requested)	12000		12000
B. Columbia Office of Cultural Affairs	7100		7100
C. Missouri Arts Council	24276		24276
3. Program Fees			
A. Admission/Tickets			
B. Sales of items	7500		7500
C. Other (describe)			
4. Other (be specific)			
A. Entry & booth fees from artists	29000		29000
B. Food & business vendors	5500		5500
TOTAL REVENUE	\$126376	\$	\$126376

In-kind Good or Service Anticipated	Source of donation	Estimated value
		\$
		\$
		\$
		\$
		\$

**Name of Government Program	Source of donation	Estimated value
CVB Signature Series	City of Columbia CVB	\$
		\$
		\$

2025 EVENT BUDGET - EXPENSES
TOURISM DEVELOPMENT FUND - Signature Series Event

Event Name: Art in the Park 2025

Organization Name: Columbia Art League

EXPENDITURES (itemize items in excess of \$100.00)	CASH Tourism Development Funds (amount requested)	CASH Other (excluding TDF)	*IN-KIND should net to zero	TOTAL
1. Personnel				
A. Artistic		9800		9800
B. Technical		3500		3500
C. Administrative		38620		38620
D. Other		5000		5000
2. Equipment Rental				
A. Golf carts, radios, tents, outhouses, L		15000		15000
B. Insurance, security, cc servlce fees, stora		5000		5000
C.				
D.				
3. Supplies & Materials				
A. Awards		5750		5750
B. Tie dye + kids supplies, coolers, gas, spr		7000		7000
C. Tshirts _ waterbottles		9706		9706
D. Food for artists & vendors (snacks, l		7000		7000
4. Travel				
A.				
B.				
5. Promotion and Publicity				
A. Advertising/Marketing				
- Local (in Boone County)		5000		5000
- Outside Boone County	7000			
B. Printing	3500	2500		6000
C. Postage	1500	500		2000
D.				
6. Other (be specific)				
A.				
B.				
TOTAL EXPENDITURES	12000	114376	0	126376
TOTAL REVENUES (from page 6)	126376		0	126376

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

**COLUMBIA ART LEAGUE
PRESENTS**

ART

IN THE

PARK

SPONSORSHIP 2025!

STEPHENS LAKE PARK

JUNE 7 + 8

ART IN THE PARK: BE A 2025 SPONSOR

Art in the Park has been an iconic summer event in Columbia since 1959. Last year more than 20,000 people attend this two-day event at Stephens Lake Park, the first weekend in June.

Join the Columbia tradition – support Art in the Park!

DIAMOND \$5,000

- Logo on ALL advertising (TV, print, radio, website)
- Logo on printed material (posters, postcards, festival map)
- Logo at event entrance
- Booth space and signage at festival
- Recognition via social media
- Yard sign for your business
- Deadline: April 1, 2025

GOLD \$2,500

- Logo on advertising (print, radio, website)
- Logo on printed material (posters, postcards, festival map)
- Signage at festival
- Recognition via social media
- Yard sign for your business
- Deadline: April 1, 2025

SILVER \$1,000

- Logo on print ads and website
- Logo on printed material (posters, postcards)
- Signage at festival
- Recognition via social media
- Yard sign for your business
- Deadline: April 30, 2025

BRONZE \$500

- Logo listed with link on website
- Name listed on printed material
- Signage at festival
- Recognition via social media
- Deadline: May 12, 2025

GOLF CART \$300

It takes eight golf carts for our volunteer staff to cover the grounds of Stephens Lake Park. All weekend the golf carts are seen moving throughout the crowds. This is a fun and dynamic way of sponsoring Art in the Park!

Signage on cart + recognition on social media
Deadline: First come, first served

GEM \$250

- Logo with link on event website

Other sponsorship opportunities include award sponsors, art installations, kids' area, makers' market, young collectors' tent, and more!

For more information or to sponsor, contact Stacey at
Sponsorship@ColumbiaArtLeague.org

Columbia Art League - Art in the Park 2025		
		Predicted
In market advertising		
KRCG		
KBIA	See note to right	
KOMU		
Como 411	Free	
Out of market advertising		
Missouri Life	1/2 or full page ads, May issues + Dedicated e-newsletter	\$1,000.00
Missouri Life web banner ads	800x200, runs between May 18 - June 4 (in kind = \$2786)	\$0.00
Central MO newspapers inc	ads on JC News Tribune and Fulton Sun	\$1,200.00
Meta (Facebook + Instagram)	ads on social media to festival attendees outside of the Columbia-Jeff City DMA fr	\$1,300.00
Meta (Facebook + Instagram)	ads on social media to artists to apply for AIP + for Art Installations	\$500.00
Spotify	radio ads on streaming device St. Louis, KC, Springfield and surrounding states in M	\$1,000.00
Zapplication	Advertises to artists nationwide to apply to Art in the Park + application database	\$1,010.00
Festival Net	Advertising list for artists applications	\$68.00
Midwest Art Fairs	Advertising list for artists applications	\$122.00
Hulu	video ads on streaming device (States of Missouri) -	\$800.00
Subtotal		\$7,000.00

50 ads on KBIA, 200 on classical 90.5					
Art in the Park Volunteer in May-50 on KBIA and 40 on Classical					
Art in the Park Event in May-50 on KBIA and 40 on Classical					
Summer Camp-May-50 on KBIA and 40 on Classical					
Fall into Art-October-50 on KBIA and 40 on Classical					
Patron Party-later September-50 on KBIA and 40 on Classical					
4 interviews					
Total: \$2000 in cash billed at \$166.67 per month					
\$2000 in memberships to use in offers during pledge drive, etc.					

SIGNATURE PAGE:

Legal Name of Organization: **Columbia Art League**

Primary Contact: **Kelsey Hammond**

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

Email: **kelsey@columbiaartleague.org**

Street Address: **207 S. 9th St.**

Columbia, MO Zip: **65201**

Phone: **573-443-8838**

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



Signature of Applicant/Primary Contact

Date

2/4/2025

Date