



Holiday Inn
EXECUTIVE CENTER

CONVENTION AGREEMENT

The following represents an agreement between the Holiday Inn Executive Center, hereinafter referred to as "Hotel", and City of Columbia, hereinafter referred to as "Group", and outlines specific conditions and services to be provided. It is mutually understood and agreed as follows:

Account Name: City of Columbia
 Name of Contact: Andrea Jira
 Address: 1 S. Seventh St
 Columbia, MO 65201
 Phone: (573) 874-6387
 Email: andrea.jira@como.gov

Post As: Columbia Values Diversity Celebration
Arrival Date: Tuesday, January 28, 2025

BILLING ARRANGEMENTS

The following billing arrangements apply:

Master Account to pay Events

MASTER ACCOUNT

Hotel must be notified in writing at least 30 days prior to arrival of the authorized signatories and the charges that are to be posted to the Master Account. Any cancellation or attrition fees will be billed to the Master Account.

TAX EXEMPTIONS

If City of Columbia maintains tax exempt status, a valid tax exemption certificate must be on file with hotel two weeks prior to arrival in order to be exempt from tax charges. If not on file, City of Columbia must provide Hotel with a valid tax exemption certificate with the signed agreement. Tax exemption does not apply to the county lodging tax, currently at 5%.

ADVANCE PAYMENT SCHEDULE

The payment schedule for your Event is outlined below:

Transaction Type	Charge Type	Date	Amount
Charge	1st Deposit	10/20/24	\$6,300.00
Charge	2nd Deposit	12/23/24	\$5,850.00
Charge	Final Deposit	1/20/25	Remaining balance of estimated balance (prior to sales tax and service charges)

Advance payments will be credited toward your Master Account. Payments may be paid with an authorized credit card, money order, or organization / company check. Additionally, a cash or credit deposit may be required to guarantee payment of any additional charges incurred during the Event.

APPROVED BILLING STATUS- Must fill out a New application

If City of Columbia continues to have Approved Billing Status at the time of the Event, Hotel will invoice City of Columbia for any part or all of City of Columbia’s Master Account charges. If not, then the method of payment of the Master Account will be established upon approval of City of Columbia’s credit. In the event that credit is disapproved, City of Columbia agrees to pay an advance deposit in an amount to be determined by the Hotel in its reasonable discretion.

The outstanding balance of the City of Columbia’s Master Account (exclusive of disputed charges) will be due and payable upon receipt of invoice. City of Columbia will raise any disputed charge(s) within 10 days after receipt of the invoice. The Hotel will work with City of Columbia in resolving any such disputed charges, the payment of which will be due upon receipt of invoice after resolution of the dispute. If payment of any invoice is not received with 30 days of the date on which it was due, Hotel will impose a finance charge at the rate of the lesser of 1-1/2% per month (18% annual rate) or the maximum allowed by law on the unpaid balance commencing on the invoice date.

Hotel Credit Manager will contact City of Columbia if direct billing is unavailable and an alternative means of payment must be arranged.

FUNCTION INFORMATION AGENDA

Date	Time	Event	Room	Setup	Agreed	Rental
Tue, 01/28/25	6:00 AM - 11:45 PM	Group Setup - Do Not Post	Expo I & II & III	Round Tables of 10		\$0
Wed, 01/29/25	6:00 AM - 9:00 AM	Breakfast & Program	Expo I & II & III	Round Tables of 10		\$4000
Wed, 01/29/25	6:00 AM - 9:00 AM	Green Room	Polo			\$0

Meeting room locations are intended not guaranteed. Please contact your Convention Service Manager prior to publishing locations.

Hotel will not provide any AV equipment or services for this event

MINIMUM BANQUET FOOD REQUIREMENTS

City of Columbia will be responsible for planned catered meal purchases totaling at least \$14,000.00 (prior to tax and service charge). If less than \$14,000.00 is purchased (prior to tax and service charge), City of Columbia will be responsible for payment of the difference which will be billed as meeting room rental.

MEETING ROOM RENTAL

Meeting room rental of \$4,000.00 (prior to service charge and current applicable tax) will be assessed for use of the meeting space as outlined in the above function space schedule.

Should the conference agenda change and require the addition of meeting space, the Holiday Inn Executive Center will assess additional meeting room rentals as dictated by space requirements.

CANCELLATION

The performance of this contract by either party is subject to acts of God, war, government regulations, disaster, strikes, or civil disorder making it inadvisable or impossible to provide the facilities or hold the meeting. It is provided that this contract may be terminated only for one or more of the above reasons by written notice from one party to the other. If either party should cancel this contract for reason(s) other than the

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above, a cancellation fee will be assessed on convention revenues including guest rooms, food & beverage charges, exhibit rental/fees and meeting room rental fees as follows:

More than 730 days prior to scheduled event	40%
366 days to 730 days prior to scheduled event	50%
180 days to 365 days prior to scheduled event	60%
90 days to 179 days prior to scheduled event	70%
60 days to 89 days prior to scheduled event	80%
30 days to 59 days prior to scheduled event	90%
Less than 30 days prior to event	100%

This penalty will be paid by the canceling party and will be based upon total convention revenues (prior to taxes and service charge) as shown below.

Breakdown of Revenue:	Food	\$14,000.00
	Rental	\$4,000.00

Total Convention Revenue: \$ 18,000.00 (prior to taxes and service charge).

FOOD AND BEVERAGE REQUIREMENTS

Please make note of the following in preparation for your catered event:

- Hotel will confirm prices for catered functions 90 days prior to the actual event date.
- Menu selections for your catered events must be confirmed to the Hotel 30 days prior to the first event. Function room requirements must be made no later than two weeks prior to the first event.
- All food, beverage, audiovisual charges and rental fees are subject to applicable Service Charge (currently 22%).
- All food and beverage prices, as well as the Service Charge, are subject to applicable state sales tax (currently 7.975%).
- A guaranteed number of guests is required by 2:00 pm no later than four (4) working days prior to all food and beverages functions. If a guarantee is not received by this time, the Hotel will charge and prepare for the estimated number of guests on your Banquet Event Orders. Guaranteed numbers are not subject to reduction; however, attendance increases will be accommodated if possible.
- All food and beverages served at functions associated with your group must be provided, prepared, and served by Hotel. Food and beverages purchased at the Hotel for group functions may not be removed from the assigned Hotel function room.
- All audiovisual equipment can be contracted through the Hotel’s Audiovisual Department. Outside companies will be permitted to service groups within the Hotel.
- Function guests will be admitted to the banquet room and expected to depart at the times stated on the Banquet Event Order.
- No item(s) may be attached to floors, walls, ceilings, etc., in the meeting rooms or lobby areas. City of Columbia is responsible for the protection of walls, furnishings, and carpeting in the meeting rooms to prevent damage, both during preparation and continuation of activities. Damages or loss will be billed to City of Columbia.
- Confetti or glitter in any of the banquet rooms or public space is prohibited. A minimum of a \$500 cleaning fee will apply if glitter/confetti is found during or after an event.
- Fire exits, aisles and equipment cannot be blocked in any manner.
- No powered vehicles or heavy equipment may be brought into, operated or run in the building without prior approval from the Hotel.

Initials: _____ Date: _____

- The use of pyrotechnics, fireworks, any electrical device intended to cause sparks or any other material or devices that could initiate flames and/or fire or use of any other flammable materials are strictly prohibited on hotel property.
- The Hotel shall not bear any liability for the loss, theft or damage to any property belonging to the function sponsor or any function participant before, during or after the function.
- The hotel reserves the right to assign all function space based on estimated attendance, general requirements and maximization of meeting space.

LIQUOR LICENSE

The Hotel’s liquor license requires that alcoholic beverages served in our function space can only be dispensed by Hotel employees or bartenders. Alcoholic beverage service may be denied to those guests who appear to be intoxicated or are underage.

USE OF OUTSIDE VENDORS

If you wish to hire outside vendors to provide any goods or services at the Hotel during the Event, the Hotel may, in its sole discretion, require that such vendor provide the Hotel, in form and amount reasonably satisfactory to the Hotel, an indemnification agreement and proof of adequate insurance.

PERFORMANCE LICENSES

You will be solely responsible for obtaining any necessary licenses or permission to perform, broadcast, transmit, or display and copyrighted works (including without limitation, music, audio, or video recordings, art, etc.) that you may use or request to be used at the Hotel.

Holiday Inn Executive Center

SHIPPING POLICY AND MATERIALS HANDLING / STORAGE INFORMATION

STORAGE FEES

The Hotel will receive and store shipments up to 48 hours (2 Business Days) prior to a show or meeting without assessing a storage fee. If shipments arrive prior to this time, storage fees will be assessed. Large shipments (i.e. crated goods) must be delivered on the function arrival date when an organization representative is in-house to accept the shipment.

Storage Fees: \$30 per 100 pounds per day (\$30 minimum charge will apply and combined weight calculated if multiple boxes/per shipment). All weights rounded up to the next 100 lbs.

Packages with storage fees will not be delivered to the booth or meeting until payment of the storage fee is received. The Hotel will not be held responsible for materials in storage or damage to materials.

HANDLING FEES

A Fee will be assessed to deliver and remove pre-packaged materials to and from the loading dock area to the necessary booth or meeting room. Handling fees will be charged on materials received less than 48 hours prior to set-up date.

Handling Fees: \$15 per 50 pounds, with a \$15 minimum charge. You will only be charged for either storage or handling. You will not be charged for both. All weights rounded up to the next 50 lbs.

SHIPPING ARRANGEMENTS

It is the responsibility of the Exhibitor/Exhibiting Company to make the arrangements for exhibit materials to be shipped out of the Holiday Inn Executive Center/Columbia Expo Center upon completion of the show.

Initials: _____ Date: _____

This includes:

1. Packing the materials
2. Provide and Complete Paperwork/Bill of Lading
3. Affix labels to containers
4. Call shipping company to arrange pick up

All shipping is the responsibility of the exhibitor and MUST be prepaid. Columbia Expo Center personnel will not assume any responsibility for shipping items left in a booth after a show.

Materials that have not been collected within 48 hours (2 business days) of show completion will be shipped COD to the originating sender and storage fees will be assessed.

Shipments should be scheduled for delivery 8:00 am-4:00 pm Monday through Friday.

SHIPPING LABEL: "Name of Conference" Hold for arrival on _____
"Exhibitor Name", Company Name & Booth #
Holiday Inn Executive Center/Columbia Expo Center
2200 I-70 Drive SW
Columbia, MO 65203

Holiday Inn Executive Center / Columbia Expo Center FACILITY RULES AND REGULATIONS

The management of the Holiday Inn Executive Center and the Columbia Expo Center requests cooperation to the following Rules and Regulations which have been adopted for the mutual benefit of all Employees and Exhibitors. Charges for infractions of these rules resulting in damage will be assessed to the Exhibitor.

EXHIBITOR LOAD-IN: All Exhibitors will load-in booth equipment through the loading dock door located on the Northeast corner of the building. The dock can be accessed from Knipp Street. Use of the doors will not be permitted unless approved in advance by management.

HEIGHT AND ARRANGEMENT OF EXHIBITS: The maximum height of displays shall not exceed nine feet unless otherwise approved by the Columbia Expo Center. All Exhibits must be free standing. No supporting wires from ceiling pipes or ducts will be permitted.

EXPO CENTER FACILITIES AND EQUIPMENT: Exhibitors and their employees will not be permitted to use or otherwise handle any Columbia Expo Center equipment in a manner that will in any way injure, mar, or deface any part of the building.

TABLES, CHAIRS, BOOTH PARTITIONS are not to be moved or otherwise handled except by authorized show management. No tacks, nails or staples are permitted to be used on this equipment, or the equipment otherwise used beyond its intended purpose unless approved by the Columbia Expo Center management.

LIGHTING FIXTURES: Overhead lighting necessary to supplement the general lighting may be used provided it is attached and connected in accordance with Columbia Expo Center instructions and charged accordingly.

ELECTRICAL AND MECHANICAL SERVICES shall be connected by authorized and qualified personnel and at the instructions of the Columbia Expo Center and charged accordingly. All devices or equipment plugged into any outlet requires the use of a power surge protector. Securing a surge protector is the responsibility of the group/client or the group's participant accessing the electricity. The Holiday Inn Executive Center or

Initials: _____ Date: _____

Columbia Expo Center will not be responsible for any damages incurred by the group/client, group participant or vendor to any device or equipment should a power surge protector not be used to access electricity within the hotel's meeting space or the Columbia Expo Center.

DISPLAY EQUIPMENT ASSEMBLY: Columbia Expo Center personnel are not permitted to assemble or otherwise handle exhibitor equipment except to move to and from booth space where specified in contract with show management.

AISLES AND EXITS designated by show layouts shall in no way be obstructed.

FLOOR AND FLOOR COVERINGS: Cartons, crates and equipment are not permitted to be moved over floor area except with the use of wheeled equipment. Floor coverings for individual booth space are allowed. Hotel shall not be responsible for the removal of tape residue marks on the show floor/or Expo Center Equipment. Columbia Expo Center employees do not vacuum carpeted areas. Damage to the expo floor resulting from dragging equipment or exhibit materials will be assessed to the exhibitor. All carpet tape must be approved by expo management.

PARKING: All Exhibitors and Visitors to the Columbia Expo Center must abide by posted regulation signs.

TRUCKS OR VEHICLES will not be allowed inside the exhibit hall at any time unless approved by Columbia Expo Center management.

MISCELLANEOUS RULES: No Exhibitor shall do or permit anything to be done in said premises, or bring or keep anything therein, which will in any way increase the rate of fire insurance on said building, or no property kept therein, or obstruct or interfere with the rights of other Exhibitors, or in any way injure or annoy them, or conflict with the laws relating to fire, or with regulations of the fire department, or with any insurance policy on said building or any part thereof, or conflict with any of the rules or ordinances of the City of Columbia, Missouri.

The parking lot, entrance, halls, passages, ramps, elevators, and stairways shall not be obstructed or used by exhibitor for any other purpose than for ingress and egress.

The Management reserves the right to make further reasonable rules and regulations as in its judgment may from time to time be needful for the safety, care, cleanliness of the premises and for the preservation of good order therein.

ACCEPTANCE

Please sign and return one copy of this contract by **Monday September 23, 2024**.

Until a signed contract is received, rooms and space are being held on a tentative basis. Failure to return signed contract by the above date may result in cancellation of this agreement by the hotel. Should the Hotel have another request for your guest rooms or meeting space prior to the return date of this contract, City of Columbia will be given 24 hours to sign the contract. The execution of this contract by the function sponsor constitutes agreement to all terms and conditions herein. This contract supersedes all written and oral communications and may not be amended except in writing signed by both parties.

When signed by, and on behalf of, the parties, this agreement shall constitute a binding contract between the parties. Each individual signing this Agreement represents and warrants that they have the authority to legally bind the Hotel and/or Group hereunder.

This Contract shall be binding upon the successors and assigns of all parties hereto; may be entered into together with any number of counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same instrument; and, further, any facsimile or electronic signatures hereon shall be accorded the full force and effect of original signatures.

Initials: _____ Date: _____

Please add the following clauses to the contract prior to the signature blocks.

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.

General Laws. The Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

Employment of Unauthorized Aliens Prohibited. Hotel agrees to comply with Missouri State Statute Section 285.530 in that Hotel 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, Hotel 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. Hotel 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. Hotel shall require each subcontractor to affirmatively state in its contract with Hotel 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. Hotel shall also require each subcontractor to provide Hotel 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.

Americans With Disabilities Act. Hotel shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. If this Contract involves Hotel providing services directly to the public, Hotel shall make the services, programs, and activities governed by this Agreement accessible to persons with disabilities as required by the Americans with Disabilities Act and its implementing regulations.

Nature of Group's Obligations. All obligations of the Group under this Agreement, which require the expenditure of funds, are conditional upon the availability of funds budgeted and appropriated for that purpose.

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.

Initials: _____ Date: _____

HOTEL
Endeavor Hotel Group
dba Holiday Inn Executive Center

By: _____
Elba Nelly Delgado Rea, Authorized Representative
2200 I-70 Drive SW Phone: 573-445-8531
Columbia, MO 65203

Date: _____

GROUP
City of Columbia

By: _____
De'Carlon Seewood, City Manager
Duly Authorized Representative of City of Columbia
701 E Broadway,
Columbia, MO 65201
Phone: (573) 874-7375

Date: _____

Initials: _____ Date: _____

APPROVED AS TO FORM:

Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11004640-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial term.

By: _____
Matthew Lue, Finance Director