Attachment A

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 Corportation 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 $7,500 ($ Seven Thousand Five Hundred Dollars) 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:

William (Bill) Reinking

National Middle School Basketball Association, LLC

8777 E Via de Ventura

Suite 115

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 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: Bill Reinking

Printed Name: Bill Reinking

Title: President

IRS-EIN: 46-1360816

Date: January 31, 2024

ATTEST:

_____

Exhibit A

FY2024 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)
Applications **must** be typed.

Event Name: 2024 Missouri Middle School Basketball Championship
Event Organizer: National Middle School Basketball Association LLC dba State Basketball Championship
Event Date: March 15-17, 2024
Event Location: Columbia, MO (20 courts) and Jefferson City, MO (4 courts)

Amount of SDF Requesting: ~~$7,500~~ $10,100
BR

Total Event Cost:

Describe in detail how the SDF Funds would be used:
Facility rentals, 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? 2020 $15000 canceled due to Covid; 2021 canceled due to Covid
2022 $0 due to 2020 cancellation
2023 $7500

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 15 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 $27k
3	How will your event increase overnight stays? The number of event room nights will continue its significant growth due a continued increase in participating teams. We expect our event to generate over 1,500 room nights: 1,300 as reported by EventConnect pick-up software plus another 200+ nights from folks that inevitably book outside our blocks.
4.	How many overnight stays do you estimate the event will generate?: 1,500 (# of rooms x # of nights) # of estimated local participants: 200 # of estimated out-of-town participants: 1800 # of local friends/family/fans: 534 # of out of town friends/family/fans: 4806
5.	Have you contacted local hotels? Yes or No Are you using third-party housing company? Yes or No Is your event "Stay to Play"? Yes 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 86% 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 3rd annual Missouri Middle School Basketball Championship will bring the top youth teams and families to Columbia on March 15-17, 2024. 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. There are no youth basketball events 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 we've reserved for our weekend in March. To accommodate the expected Year-Three 200+ teams and the necessary 20-24 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 Two success of over 150 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.

NOTE FOR 2024
Due to the MSHSAA State high school tournament being played during Friday and Saturday of our event, we've lost access to all local high school gyms. Those schools are reserved for visiting high school team practices. To replace our usage of these courts, we found it necessary to book 4 courts at The Linc in Jefferson City. As the Linc's 4 courts represent a small number of our 24 total courts, we anticipate there will be minimal impact on the City of Columbia's economy, i.e. businesses and hotels.

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

We've again 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 typically requires event operators to use multiple software companies for team registrations, hotels, ticketing and game scheduling.

We expect our event to generate over 1,500 room nights: 1,300 as reported by EventConnect pick-up software plus another 200+ nights from folks that inevitably book outside our room blocks.

TOTAL BUDGET FY 2024

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

EVENT BUDGET - REVENUES

Round to the nearest dollar

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

EVENT NAME: 2024 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.)** A. Potential SDF Grant	$7,500		$7,500
B.			
C.			
3. Program Fees: Admissions/Tickets	$110,000		$110,000
Sales of items (Apparel Rev Share)	$4,000		$4,000
Other (Team Registration Fees)	$60,000		$60,000
4.Other Misc. (be specific)			
5. Hotel Rebates	$11,000		$11,000
6. Streaming Video Rev Share	$500		$500
TOTAL REVENUE	$193,000	$0	$193,000

*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

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

EVENT NAME: 2024 Missouri Middle School Basketball Championship

EXPENDITURES (itemize items in excess of $100.00) ** Midwest Tournament Director salary allocation + payroll taxes	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)		$36,000		
Administrative**see salary note above		$25,000		
Other (admissions, clock/book workers)		$27,000		
2. Equipment Rental				
Univeristy of Missouri SRC rental	$10,100			
All other Facilities rentals		$21,500		
3. Supplies & Materials				
Awards		$3,000		
4. Travel		$4,200		
5. Promotion and Publicity				
Advertising/Marketing (State Rep pay)		$27,000		
Local (in Boone County)				
Outside Boone County				
Printing (State Rep promo materials)		$11,000		
Postage		$1,000		
6. Other (be specific)				
Liability and Cancellation Insurance		$3,000		
Other (Merchant fees + Software)		$6,000		
TOTAL EXPENDITURES	$10,100	$164,700	$0	$174,800
TOTAL REVENUES (from page 7)		$193,000	$0	$193,000

***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

12/31/2023
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 Championsh

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

Address: National Billing Office
8777 E Via de Ventura, Suite 115, 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)** ☐: