

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Supreme Tournaments, LLC, a Limited Liability Company organized in the State of Nebraska (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 Dollars (\$ 7,500.00) 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:

Supreme Tournaments, LLC
ATTN: Scott Thompson
8800 Tralee Road
Lincoln, NE 68520

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'Carlton 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: Scott Thompson
Printed Name: Scott Thompson
Title: VP of Marketing

IRS-EIN: 87-1472460

Date: 10-7-24

ATTEST:

FY2024 TOURISM DEVELOPMENT FUNDING APPLICATION
City of Columbia – Convention & Visitors Bureau Tourism Development Fund
SPORTS DEVELOPMENT (SDF)

Applications must be typed.

Event Name: TBD COLUMBIA Tournament - NXTPRO/PUMA Shoe Circuit
Event Organizer: NXTPRO Sports
Event Date: July 4-6, 2025
Event Location: Columbia, MO (Columbia Sports Fieldhouse)

Amount of SDF Requesting: \$7,500

Total Event Cost: \$60,500

Describe in detail how the SDF Funds would be used: The funds will be used to off-set the rental of the Columbia Sports Fieldhouse.

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

If Yes, how much and when? _____

Narrative:

1.	Thoroughly Describe the Event: Columbia will be an event stop of the NXTPRO PUMA Shoe Circuit. We are the largest youth basketball circuit in the US. Each team will play 5 games over the course of the 3 day event.
2.	How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance? We have a sales team that will push our teams to the event. We will use social media to promote local restaurants and tourist attractions.
3	How will your event increase overnight stays? Of the anticipated 85-90 teams coming to Columbia... 70% will be from outside of the 85 miles radius and will each book a minimum of 4 rooms per night in Columbia.

4.	<p>How many overnight stays do you estimate the event will generate?: <u>1,040</u> (# of rooms x # of nights) 65 out of town teams x 4 rooms (minimum stay-to-play requirement outside 75 miles) = 520 rooms x 2 nights (minimum stay-to-play requirement) = 1,040 room nights</p> <p># of estimated local participants: 350 # of estimated out-of-town participants: 910 # of local friends/family/fans: 700 (estimated 2 spectators per participant) # of out of town friends/family/fans: 1,820 (estimated 2 spectators per participant)</p>
5.	<p>Have you contacted local hotels? <u>Yes</u> or <u>No</u> Are you using third-party housing company? <u>Yes</u> or <u>No</u> Is your event "Stay to Play"? <u>Yes</u> or <u>No</u></p>
6.	<p>What method will you use to track overnight stays? Post Event Report from Housing Company</p>
7.	<p>Will your event increase retail, food & beverage expenditures by out of market visitors and in increase tourism overall? <u>Yes</u>. Our events offer substantial down time away from the contest. Most of our teams will shop and have dinner on Friday and Saturday night together as a team.</p>
8.	<p>Have you secured event sponsorships? (attach any sponsorship materials)</p> <p>Puma is our biggest investor. All PRO16 teams are fully funded by Puma brand. I would anticipate our Columbia event attracting a few PRO16 teams (Michael Porter Jr.'s team is PRO16). PUMA Branding will be displayed throughout the facility. Our social media team will be promoting the Puma brand all weekend. We have a national sponsorship with Peacock (NBC). All games will be streamed online nationwide. We are working on a couple other Circuit wide sponsorship deals, which I will update you on as they progress.</p>
9.	<p>List any other important factors or issues about this event that you feel we should know about: Our circuit has a massive following on social media... Our 2024 spring events reached over 1.5 million accounts. Team Porter (Michael Porter's Team) will participate in the tournament. His team will feature some of the top high school players in the region.</p>

**SPORTS DEVELOPMENT (SDF)
EVENT BUDGET - REVENUES**

Round to the nearest dollar

ORGANIZATION NAME: **NXTPRO Sports**

EVENT NAME: **TBD COLUMBIA Tournament - NXTPRO/PUMA Shoe Circuit**

	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. Sports Development Fund	7,500		7,500
3. Program Fees: Spectator Admission Admissions/Tickets	\$50 per weekend pass		50,000
Sales of items			
Other			
4. Other Misc. (be specific)			
5. Team Admission Fees	\$250 per team		18,750
TOTAL REVENUE	\$	\$	\$76,250

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

**Name of program	Source of donation	Estimated value
Sports Development Sponsorship (SDF)	Columbia CVB	\$7,500
		\$
		\$

EVENT BUDGET - EXPENDITURES

Round to the nearest dollar

ORGANIZATION NAME: NXPTR0 Sports

EVENT NAME: TBD COLUMBIA Tournament - NXPTR0/PUMA Shoe Circuit

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: NXT Staff		5,000		5,000
Technical: Officials/Medial/Score		35,000		35,000
Administrative				
2. Equipment Rental				
Facility	7,500	5,000		12,500
3. Supplies & Materials				
Awards				
4. Travel				
Staff Travel		5,000		5,000
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)				
Outside Boone County				
Printing: Banners		3,000		3,000
6. Other (be specific)				
TOTAL EXPENDITURES				60,500
TOTAL REVENUES (from page 7)				76,250

*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.

Scott Thompson
Applicant Authorized Signature

8/5/24
Date

Print Name: Scott Thompson

Title: VP of Marketing

Email: marketing@nxtprosports.com

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

Legal name of Organization: NXTPRO Sports

Name of Organization President/or Chair of Board: Matt Reynolds

Address: 8800 Tralee Rd, Lincoln, NE 68520

Phone: 210-214-2491

Email: matt@nxtprosports.com

Web Site: www.nxtprohoops.com

Federal ID Number (required): 87-1472460

This organization is:

Independently chartered Private X Non-Profit Other (please describe)