CONVENTION AND VISITOR'S BUREAU TOURISM DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Trio Presents, LLC, a Limited Liability Company 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, Consultant 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:

Trio Presents, LLC

Attn: Shay Jasper

201 W. Broadway

Bldg. 3, Suite C

Columbia, MO 65203

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:

_____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

_____
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: Shay Jasper

Title: Co-producer Roots N Blues

IRS-EIN: 26-1885725

Date: 9/7/2022

ATTEST:

_____

Signature Series Events

Exhibit A

EVENT NAME: Roots N Blues Festival

EVENT ORGANIZER: Trio Presents, LLC

EVENT DATES: October 7, 9, and 9 of 2022

Please provide detailed answers to the following questions:

1. Describe in detail how Tourism Development funds be used.

Funds from the CVB Signature Series will be utilized to promote the event in popular pass sales markets via social media and digital search and display ad campaigns.

2. How many overnight stays did your event generate last year and how did you track and determine this?

Historically, we rely on reports generated by the CVB to determine overnight stays. However, anecdotally we hear that hotels in Columbia reach capacity during all three nights of the event.

3. What was the attendance of your event last year and what method did you use to determine this?

5521 weekend passes purchased. An additional 1,800 sponsors, guests, artist, crew and staff in attendance.

4. How many years has your event been held?

2022 will mark the 15th annual event.

5. What is the economic impact of your event?
The latest Economic Impact Study (2019) conducted by the CVB reported a daily impact of nearly $1 million on our local economy over the three day event.

6. Marketing Plan: Please use the attached marketing grid to complete this question.
In 2022, we have increased our out of pocket marketing expenditures by 300% over previous years. Details attached in grid.

7. Sponsorship Plan: Describe your plan to attract event sponsors and attach information on Sponsorship levels.
We do not operate by "levels", but rather individual investments and long-term relationships.

8. Event Budget: Please use the two budget pages below (pages 5 & 6) to provide details of your Income and Expenses. (You may add lines or change the cell titles to better match your event.)

TOTAL BUDGET FY2023
TOURISM DEVELOPMENT FUND - Signature Series Event

EVENT BUDGET – *INCOME*

Event Name:

Organization Name:

	1	2	3
INCOME:	CASH	*IN-KIND should net to	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/ Donations (document in-kind*)	$620,000	$65,000	$685,000
2. Government Support** (city, county, schools, etc.) A. CVB Tourism Development	20,000		20,000
B.			
C.			
3. Program Fees: Admissions/Tickets	1,825,000		1,825,000
Sales of items - concessions	432,000		432,000
Other			
4.Other Misc. (be specific)			
5. % of vendor sales	22,000		22,000
6.			
TOTAL REVENUE	$2,919,000	$65,000	$2,984,000

*In-kind good or service anticipated	Source of donation	Estimated value
Local radio and print ads	Cumulus, Missourian, Tribune	$30,000
Public water stations	Culligan Water	$5,000
Labor, flooring materials	Huebert Builders	$5,000
Equipment and Supplies, storage	Ford Restaurant, Premier Storage	$25,000

**Name of program	Source of donation	Estimated value
		$
		$
		$

EVENT BUDGET - *EXPENSES*

Event Name: Roots N Blues Festival

Organization Name: Trio Presents, LLC

EXPENSES: (itemize items in excess of $100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1.Personnel				
Artistic		$1,093,591.00		
Technical		45,000		
Administrative		150,000		
Other				
2. Equipment Rental				
Fencing, tents, restroom trailers,		37,265		
Lights & power		20,000		
Stages and a/v equipment		120,000		
3. Supplies & Materials				
Wristbands and RFID equipment		38,000		
Refuse, recycling and refuse supplies		6,000		
Concession inventory		120,000		

4. Travel				
Staff travel		9,000		
Artists' and staff accommodations		10,000		
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)		30,000	20,000	
Outside Boone County	20,000	20,000	25,000	
Printing		7,000		
Postage (wristband shipping)		82,000		
6. Other (be specific)				
City Fees (rent, ticket fees & police)		59,900		
Work comp, liability, cancellation and health insurance policy premiums		99,722		
Artist, staff and guest hospitality		40,000	20,000	
Accounting and office expenses		18,250		
TOTAL EXPENDITURES	20,000		65,000	
TOTAL REVENUES (from page 5___)	20,000	2,005,728	65,000	2,090,728

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

SIGNATURE PAGE:

Legal Name of Organization: Trio Presents, LLC

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

Email: Sjasper@triopresents.com

Street Address: 201 W Broadway Bldg 3 Ste C

Columbia, MO Zip: 65203

Phone: 573-476-4948

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 8-19-2022

Signature of Applicant/Primary Contact Date 8-19-2022

ROOTS N BLUES FESTIVAL

STEPHENS LAKE PARK | COLUMBIA, MISSOURI

2022 MARKS THE 15TH YEAR OF THIS EVENT

8,000-10,000 ATTENDEES EXPECTED EACH DAY

2022 LINEUP: WILCO, JON BATISTE, BLEACHERS, TANYA TUCKER, CHAKA KHAN, OLD CROW MEDICINE SHOW, HIPPO CAMPUS, LARKIN POE, HOUNDMOUTH, JAIME WYATT, TANK AND THE BANGAS, THE STEELDRIVERS, CAUTIOUS CLAY, BRITTNEY SPENCER, JACKIE VENSON, LIZ COOPER, THE DIP, THE HEAVY HEAVY, KASSI ASHTON, AND MORE

PREVIOUS ARTISTS: JOHN PRINE, MAREN MORRIS, JASON ISBELL, MAVIS STAPLES, BUDDY GUY, TROMBONE SHORTY & ORLEANS AVENUE, LEON BRIDGES, EMMYLOU HARRIS, BAND OF HORSES, THE AVETT BROTHERS, BRANDI CARLILE, THE BLACK CROWES, TEDESCHI TRUCKS BAND, TAJ MAHAL AND MANY MORE

ECONOMIC IMPACT: THE FESTIVAL BRINGS ALMOST $1 MILLION IN ECONOMIC IMPACT TO BOTH THE CITY OF COLUMBIA AND THE STATE OF MISSOURI EACH DAY OF THE EVENT.

PASSHOLDER INFO: IN 2021 WE SIGNIFICANTLY EXPANDED OUR DEMOGRAPHICS. 57% IDENTIFY AS FEMALE • 54% ARE BETWEEN THE AGES OF 25-55 • 36% ARE FROM OUT OF STATE • OVER 50% ARE REPEAT ATTENDEES • LIFESTYLE/HOBBIES INCLUDE FOOD AND DINING, SHOPPING, MEDIA & ENTERTAINMENT, HOME & GARDEN

OURCES:

019 ECONOMIC IMPACT STUDY | CVB, COLUMBIA, MO

022 GOOGLE ANALYTICS DATA | ROOTSNBLUESFESTIVAL.COM, FRONTGATETICKETS.COM/ROOTSNBLUESFESTIVAL

Marketing Grid - Tourism Development Signature Series Even

Event Name: Roots N Blues Festival

Event Organization: Trio Presents, LLC

Marketing Tactics - Outlet or Vendor	# of ads	Total Reach/Circulation
Print		
LO Profile	1	70,000
Missourian		Not Shared
Columbia Tribune		16,288
Digital - Social, Display, SEM, etc.		
Missourian/Vox	10	36,000
Tradable Bits - Social, Display, SEM	55	1,200,000
Missouri Sports Properties - Social	12	400,000
Broadcast - Radio & Television		
Cumulus - 102.3 BXR	22	154,000

ts

Geography
State
Local
Local
Regional
National
State
Local

Other Marketing - Please specify		
Printed Banners and Posters	300	unknown
Fan365 - Missouri Sports Properties	1	500,000
Street Signage - Stadium Blvd	1	50,000 per day x 90 days
In-Game Signage - MU Stadium	3	162,378
	Total Reach	2,538,666

Local
State
Local
State