

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 Company 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 Twelve Thousand Five Hundred Dollars (\$ 12,500.00) 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:

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'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: Bill Reinking

Printed Name: Bill Reinking

Title: President

IRS-EIN: 46-1360816

Date: November 19, 2024

ATTEST:

\_\_\_\_\_



**FY2025 TOURISM DEVELOPMENT FUNDING APPLICATION**  
**City of Columbia – Convention & Visitors Bureau Tourism Development Fund**  
**SPORTS DEVELOPMENT (SDF)**  
 Applications must be typed.

**Event Name:** 2025 Missouri Middle School Basketball Championship.  
**Event Organizer:** National Middle School Basketball Association LLC dba State Basketball Champion  
**Event Date:** 03/07/2025 to 03/23/2025  
**Event Location:** Columbia, MO

**Amount of SDF Requesting:** \$14,000

**Total Event Cost:** \$238,000

**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 \$15k-cancelled/applied to 22; 23 \$7500; 24 \$7500

**Narrative:**

1.	<p><b>Thoroughly Describe the Event:</b>                  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.</p>
2.	<p><b>How do you plan to market and promote the event to attract visitors from outside Boone County and increase attendance?</b>                  We dedicate significant resources in hiring 20+ State Tourney Reps in 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 paid over \$36000 in 2024.</p>
3.	<p><b>How will your event increase overnight stays?</b>                  The number of event room nights will continue its growth due a continued increase in participating teams. We expect our event to generate over 1,700 room nights: 1,300 as reported by EventConnect pick-up software plus another 400+ nights from folks that inevitably book outside our blocks.</p>
4.	<p><b>How many overnight stays do you estimate the event will generate?:</b> <u>1700</u> (# of rooms x # of nights).                  Estimated local participants: 250;                  Estimated out-of-town participants: 2000.                  Estimated local friends/family/fans: 668.                  Estimated out of town friends/family/fans: 5340</p>
5.	<p>Have you contacted local hotels? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                  Are you using third-party housing company? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No                  Is your event "Stay to Play"? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>

6.	<p>What method will you use to track overnight stays?</p> <p>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.</p>
7.	<p>Will your event require security? If so, please provide a detailed security plan.</p> <p>State Basketball Championship provides its own court supervisory personnel who've been instructed on specific situational deescalation. Additional security personnel is required at Mizzou Rec. there at our expense.</p>
8.	<p>Will your event increase retail, food &amp; beverage expenditures by out of market visitors and in increase tourism overall?</p> <p>Yes, with 88% of teams requiring a 2-night stay, local business and restaurant sales will certainly increase.</p>
9.	<p>Have you secured event sponsorships? (attach any sponsorship materials)</p> <p>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</p>
10.	<p>List any other important factors or issues about this event that you feel we should know about:</p> <p>In 2024 (just our 3rd year of the event), we welcomed 200 teams, up from 157 teams in 2023. In 2025, we expect 225+ teams which has created a challenge in securing enough basketball courts, hotel rooms and referees. Thus, in 2025, we are dividing the event into two weekends: one for Girls and one for Boys. We've planned around the MSHSAA state tournaments hosted in Columbia to ensure a sufficient inventory of courts and hotel rooms.</p>

**TOTAL BUDGET FY 2025**  
 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: 2025 Missouri Middle School Basketball Championship

REVENUES	1 CASH	2 *IN-KIND <small>should net to zero</small>	3 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. CVB Sports Development Sponsorship	14,000		14,000
B.			
C.			
3. Program Fees	78,000		78,000
A. Admission/Tickets	157,000		157,000
B. Sales of Items	6,000		6,000
C. Other (describe)			
4. Other (be specific)			
A. Hotel Rebates	14,000		14,000
B.			
<b>TOTAL REVENUE</b>	<b>\$ 269,000</b>	<b>\$ 0</b>	<b>\$ 269,000</b>

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

Name of Government Program	Source of donation	Estimated value
CVB Sports Development Sponsorship	City of Columbia CVB	\$ 14,000
		\$
		\$

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

Round to the nearest dollar

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

EVENT NAME: 2025 Missouri Middle School Basketball Championship

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	Midwest Tourney D	25,000		
B. Technical	referees + fees:	52,000		
C. Administrative		0		
D. Other	tourney staffing:	39,000		
2. Equipment Rental				
A. University of Missouri SRC rental	14,000	10,000		
B. All other gym rentals		10,000		
C.				
D.				
3. Supplies & Materials				
A. Awards		5,000		
B. Other Tournament supplies		5,000		
C.				
D.				
4. Travel		4,000		
A.				
B.				
5. Promotion and Publicity				
A. Advertising/Marketing	State Rep pay:	36,000		
- Local (in Boone County)				
- Outside Boone County	Qualifier sponsorsi	14,000		
B. Printing				
C. Postage		1,000		
D. State Rep promo materials		14,000		
6. Other (be specific)				
A. Liability and Cancellation Insurance		3,000		
B. Merchant fees + software		6,000		
<b>TOTAL EXPENDITURES</b>	14,000	224,000	0	238,000
<b>TOTAL REVENUES (from page 7)</b>	14,000	255,000	0	269,000

\*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 Sports Development Fund expenditures as required.

Bill Reinking

10/07/2024

Applicant Authorized Signature

Date

Print Name: Bill Reinking

Title: President

Email: Bill Reinking

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

Legal name of Organization: National Middle School Basketball Association LLC dba State Basketball Championship

Address: National Middle School Basketball Association LLC dba State Basketball Championship

Phone: 573-303-9343 ext 6

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)