

CONVENTION AND VISITOR'S BUREAU TOURISM
DEVELOPMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT between the City of Columbia, Missouri, a municipal corporation (hereinafter "City") and Columbia Art League, a Nonprofit Corporation 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 Ten Thousand Dollars (\$ 10,000.00) 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, 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:
Columbia Art League
207 S. 9th Street
Columbia, MO 65201
Attn: Kelsey Hammond
Executive Director

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: _____
Kelsey Hammond

Printed Name: KELSEY HAMMOND

Title: Exec. Director, Columbia Art League

IRS-EIN: 43-1103761

Date: 3/6/2024

ATTEST:

FY2024 Tourism Development Application
Signature Series Events

EVENT NAME: Art in the Park 2024

EVENT ORGANIZER: Columbia Art League

EVENT DATES: June 1 + 2, 2024

Please provide detailed answers to the following questions:

Describe in detail how CVB Tourism Development funds will be used.

\$7,000 will go towards the cost of regional and national advertising. Our advertising audience is divided between artists exhibiting at Art in the Park and attendees to the event in June. In November we begin advertising to artists about applying to the event through Art Fair industry list-servs, websites, and newsletters. About 1/3 of our artists found out about our event from these ads. And then April + May are focused on getting the word out about attending Art in the Park.

Last year we continued advertising on Spotify and would like to also advertise on Hulu (I think we finally have a video that we can use). We're hoping to continue to build the awareness about Art in the Park through the standard advertising methods: newspapers, radio, TV to encourage a strong Midwest regional attendance. We are also hoping to increase attendees that fit in a younger demographic by continuing advertising on social media and through Spotify and Hulu.

\$5000 will go towards stipends given to our Creative Spaces artists.

We are looking to create artistic spaces and moments throughout Art in the Park, allowing attendees to share their experiences and encourage drive-in traffic from the region. I want to encourage younger folks to come out - to make Art in the Park a fun weekend getaway for the 25-35 age group where they can take selfies in front of cool art installations or a graffiti wall that they helped spray paint and then head downtown for food, bars, etc. in the evening. I'm looking specifically at an immersive arts experience which help create social media content which spreads interest around to attendee's social media followers.

We'd like to work with artists within the region to make these installations so that they can also advertise to their followers. We intend to give a \$1,000 stipend to each Creative Space artist. We will work with the artists to provide sneak peek posts and Instagram take overs to get people interested before the event - to entice them to visit in person - for Art in the Park.

\$5500 will go towards printing our festival map (\$4000) and our save the date postcard (1,500).

Our map features all the individual artists' booths as well as the special tents and art installations. Maps are handed out at the main entrance to the festival. The postcard goes out to 11,000 people both in and out of Columbia.

How many overnight stays does your event generate and how do you determine this?

We handed out a survey at Art in the Park to our artists to determine several things – overall sales, satisfaction with the event, and where they stayed while in Columbia, and more. We had about a 73% respondent rate from artists this year. 46% of respondents stayed in a hotel. Of those artists, 76% stayed 2 nights, 3% stayed one night, and 21% stayed three+ nights. Specifically, respondents stayed at the Holiday Inn (5), Ramada (3), Holiday Inn Express (2), Hilton (2), Best Western (2), Fairfield (2), Quality Inn (2). Drury East, Motel 8, Motel 6, Fredrick, Hampton – Clark, Wingate, Broadway, and Tiger each had 1.

What was the attendance of last year's event and what method did you use to determine this?

Attendance Collection Method: Volunteers noted number of patrons coming into the park for each hour for 15 minutes duration only on Saturday (9:45, 10:15, 10:45, 11:15, 11:45, 12:15, 12:45, 1:15, 1:45, 2:15, 2:45, 3:15, 3:45, 4:15 and 4:45) to count number of attendees from the Old 63 entrance. Old 63 entrance is the dominant point of entry but as this is an open park, people also can enter the festival from numerous directions. No assessment was done at any other entry point and one could argue that an increase of 5% is not unreasonable in the calculation of total attendees. Number of arriving patrons was interpolated (as a linear trend). Number of attendees was a summation of these 15 minute intervals (Sat: 10 am – 5 pm) as the flow of attendees was fairly constant within each hour of the day.

Number of attendees on Saturday: Approximately 14,000 people were counted as entering the festival from the main entrance (n=13236 on Saturday and an estimated at 13,898 if we add another 5% from patrons coming from other entrances)

We are missing the Sunday data so we looked at the past 5 Art in the Park Sundays to see what is the average number of attendees in relation to the number of attendees for that Sunday's Saturday. And then applied the equation to 2023's Sunday. In other words, we found that Sundays usually have a little over half the number of attendees that Saturday does. So we have interpolated that to mean that Sunday saw approximately, 8,000 attendees, making our overall number of attendees around **22,000**.

How many years has your event been held?

This is the 66th year of Art in the Park – 65th? There's been some debate about whether we count the years it was virtual during the pandemic. The first Art in the Park was in 1959.

How are you marketing your event? Complete & attach the Marketing Grid.

See attached

What method do you use to attract sponsors? Attach your sponsorship plan.

Attached is our 2024 Sponsorship packet – we have a couple of grants from the OCA and the Missouri Arts Council. A couple of foundations like Miller's and the Veterans United Foundation sponsor Art in the Park every year. We approach local businesses about sponsoring – especially at the Bronze level or to sponsor a Golf Cart.

We also have a consistent group of individuals (our Partners in the Park) who donate to help keep the festival free for all to attend!

**2024 EVENT BUDGET - I N C O M E
TOURISM DEVELOPMENT FUND - Signature Series Event**

Event Name: **Art in the Park 2024**

Organization Name: Columbia Art League

	1	2	3
INCOME:	CASH	*IN-KIND should net to zero	TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$28,000	\$	\$28000
2. Government Support** (city, county, schools, etc.)	17,500		17,500
A. CVB Tourism Development			
B. Columbia Office of Cultural Affairs	4,800		4,800
C. Missouri Arts Council	24,276		24,276
3. Program Fees: Admissions/Tickets			
Sales of items (water bar, young collect tent, tie dye, general donations at event)	9,000		9,000
Other			
4. Other Misc. Business booths	2,500		2,500
5. Food Vendor	3,000		3,000
6. Artist Booth Fees	29,000		29,000
TOTAL REVENUE	\$118,076	\$	\$118,076

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

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

EVENT BUDGET - EXPENSES
TOURISM DEVELOPMENT FUND - Signature Series Event

Event Name: Art in the Park 2024

Organization Name: Columbia Art League

EXPENSES: (itemize items in excess of \$100.00)	CASH Tourism Development Funds	CASH Other	*IN-KIND should net to zero	TOTAL
1. Personnel				
Artistic	5,000	3,600		8,600
Technical		3,500		3,500
Administrative		36,620		36,620
Other – small stipends for some core planning positions		5,000		5,000
2. Equipment Rental				
Golf carts, radios, tents, outhouses, uhaul		11,000		11,000
3. Supplies & Materials				
Awards		5,450		5,450
Tie dye, kids supplies, igloo coolers, gas, spray paint, office supplies, pop up tents, all last minute expenses, etc.		7,776		7,776
Tshirts, waterbottles		10,700		10,700
4. Travel				
5. Promotion and Publicity				
Advertising/Marketing				
Local (in Boone County)		5,000		5,000
Outside Boone County	7,000			7,000

Printing	4,000	2,500		6,500
Postage	1,500			1,500
6. Other (be specific)				
Park rental, permits		2,830		2,830
Food (artists + volunteer)		5,000		5,000
Security		1,600		1,600
TOTAL EXPENDITURES	17,500	100,576		118076
TOTAL REVENUES (from page 5__)	17,500	100,576		118,076

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

SIGNATURE PAGE:

Legal Name of Organization: Columbia Art League

Primary Contact: Kelsey Hammond

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

Email: kelsey@columbiaartleague.org

Street Address: 207 S. 9th St.

Columbia, MO Zip: 65201

Phone: 573-443-8838 | cell: 650-575-9216

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

2/1/24

Date



Signature of Applicant/Primary Contact

2/1/24

Date

ART IN THE PARK: BE A 2024 SPONSOR

Art in the Park has been an iconic summer event in Columbia since 1959. Last year more than 22,000 people attend this two-day event at Stephens Lake Park, the first weekend in June.

Join the Columbia tradition – support Art in the Park!

**DIAMOND
\$5,000**

- Logo on ALL advertising (TV, print, radio, website)
- Logo on printed material (posters, postcards, festival map)
- Logo at event entrance
- Booth space and signage at festival
- Recognition via social media

**GOLD
\$2,500**

- Logo on advertising
- Logo on printed material (posters, postcards, festival map)
- Signage at festival
- Recognition via social media

**SILVER
\$1,000**

- Logo on print ads and website
- Logo on printed material (posters, postcards)
- Option to sponsor specific feature (ex: kids' area, award, etc.)
- Recognition via social media

**BRONZE
\$500**

- Logo listed with link on website
- Name listed on printed material (poster)
- Signage at festival
- Recognition via social media

**GOLF
CART
\$300**

It takes eight golf carts for our volunteer staff to cover the grounds of Stephens Lake Park. All weekend the golf carts are seen moving throughout the crowds. This is a fun and dynamic way of sponsoring Art in the Park!

**AD
\$250**

- Logo with link on event website

Other sponsorship opportunities include award sponsors, art installations, kids' area, makers' market, young collectors' tent, and more!

For more information or to sponsor, contact Stacey at

Marketing Grid - Tourism Development Signature Series Events

Event Name: Art in the Park 2024

Event Organization: Columbia Art League

Marketing Tactics - Outlet or Vendor	# of ads	Total Reach/Circulation	Geography
Print			
Central MO newspapers inc (JC News Tribune, Fulton Sun)	8-10	50000	State
Missouri Life Magazine	2	100000	State
Digital - Social, Display, SEM, etc.			
Meta (Facebook & Instagram)	4-6	80000	Regional
Spotify		50000	Regional
Hulu		20000	Regional
Broadcast - Radio & Television			
Other Marketing - Please specify			
Zapplication - nationwide application / advertisement for artists	4 months	10000	National
Festival Net - nationwide advertisement for artists	4 months	5000	National
Midwest Art Fairs - regional advertisement for artists	4 months	1200	Regional
	Total Reach	316200	

I'm starting to meet with different outlets so I'm not sure what the ad buys will be yet.