

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 for 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  
On behalf of Art in the Park  
207 S. Ninth Street  
Columbia, MO 65204  
Attn: Kelsey Hammond

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: Kelsey Hammond

Printed Name: KELSEY HAMMOND

Title: Exec. Director, Columbia AA League

IRS-EIN: 43-1103761

Date: 3/6/23

ATTEST:

\_\_\_\_\_

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FY2023 Tourism Development Application  
*Signature Series Events*

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EVENT NAME: Art in the Park 2023

EVENT ORGANIZER: Columbia Art League

EVENT DATES: June 3<sup>rd</sup> + 4<sup>th</sup>, 2023

Please provide detailed answers to the following questions:

1. Describe in detail how Tourism Development funds 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 experimented with advertising on Spotify and would like to also advertise on Hulu (we intended to last year, but we had some technical issues with the format of the ads and what we had available to us from pre-pandemic footage). 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 that are highly Instagrammable, 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 the success of places like the Ice Cream Factory or the Color Museum that are immersive arts experiences 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. Last year we had 3 local artists and 2 national artists (one from Seattle and one from New York).

\$3000 will go towards live music + entertainment to round out the event and keep people in the park longer. Last year we had 4 bands perform during the weekend to create an intimate and mellow space to hang out, eat food, and enjoy the weekend. We also worked with a musician who hosts a percussion workshop for kids to try out different kinds of instruments.

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

We send out a survey via email the week after our event to all artists at Art in the Park to determine several things -- overall sales, satisfaction with the event, and where they stayed while in Columbia for Art in the Park. We had about a 30% respondent rate from artists this year. 50% of respondents stayed in a hotel. Of those artists, 80% stayed 2 nights, 13%

stayed one night, and 1% stayed three+ nights. Specifically, artists stayed at the Ramada (2), Drury (6), Holiday Inn (2), Hilton Garden, Hampton, Staybridge, Stoney Creek (1 each).

I'm working on changing how we collect this data – for this group it might be more successful to have them fill out a paper evaluation at the event. We know that only 18% of the artists who attended Art in the Park are from Columbia, so the numbers reported are most likely smaller than actual number of hotel stays.

3. What was the attendance of your event last year 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, two times per hour on Saturday (10, 10:30, 11:00, 11:30, 12:00, 12:30, 1:00, 1:30, 2:00, 2:30, 3:00, 4:00, 4:30 and 5:00) and for Sunday (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) 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 10% 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 and Sun: 10 am – 4 pm) as the flow of attendees was fairly constant over the course of each day.

Number of attendees by day: Approximately 15,000 people were counted as entering the festival from the main entrance (n=7902 on Saturday and n=6372 on Sunday) with about 5% more coming on Saturday compared to Sunday. The more popular day seems to vary between the two days over the course of five years of data collection.

Estimated number of attendees, taking into account arrival at other points of entry was about 17,000 (increase by 25% as was used to calculate previous year's attendance) but stronger data collection this year which captured all attendees coming from Old 63 entrance suggests 15,000 is a more realistic approximation. This was the highest attendance to AIP in recent history – the last largest number is estimated to be 14,000 in 2017.

4. How many years has your event been held?

This is the 65<sup>th</sup> year of Art in the Park!

5. What is the economic impact of your event?

Art in the Park is a regional Fine Arts & Craft Fair that supports about about 110 artists (81 artists in 2022) who pay sales tax for sales made in Missouri. Traditionally over 75% of the artists who exhibit are from out of the Columbia area and stay locally in hotels – 89% in 2022. Because our event is so close to downtown, it's easy for visitors to spend the day at Stephens Lake Park and then head to restaurants downtown to have dinner or grab a drink.

Our events hours are very conducive to visitors grabbing breakfast at a local restaurant as well (10AM-5PM on Saturday and 10AM-4PM on Sunday). While at the park, visitors can enjoy Food Truck snacks and beverages, local music, and entertainers from all over the region. We are able to work with several local vendors like Fretboard Coffee and Shortwave Coffee to keep everyone plied with caffeine throughout the festival

According to the 2014 CVB survey, 25.35% of Art in the Park attendees were true out of market visitors.

6. Marketing Plan: Please use the attached marketing grid to complete this question. \* **See Attached**

7. Sponsorship Plan: Describe your plan to attract event sponsors and attach information on Sponsorship levels.

**Attached is our 2023 Sponsorship packet.** We don't have a finalized list of sponsors yet, but we expect to have at least the following repeat sponsors:

Veterans United Foundation	\$10,000
Miller Family Foundation	\$5,000
Central Bank of Boone County	\$2,500
Commerce Bank	\$2,500
Coil Construction	\$1,000
TrueLine Title Co.	\$1,000
1canoe2 (located in Fulton)	\$1,000
Bond Life Science Center	\$300
pARTner in the Park*	\$2,100

\*private giving campaign asking for small donations from individual giving  
(See attached sponsorship packet)

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 - I N C O M E**

Event Name: **Art in the Park 2023**

Organization Name: Columbia Art League

INCOME:	1 CASH	2 *IN-KIND should net to zero	3 TOTAL BUDGET (COLUMN 1+2)
1. Direct Support – Sponsorships, Fundraising/Donations (document in-kind*)	\$25400	\$	\$25400
2. Government Support** (city, county, schools, etc.)	15000		15000
A. CVB Tourism Development			
B. Office of Cultural Affairs annual arts funding	5391		5391
C. Missouri Arts Council	15212		15212
3. Program Fees: Admissions/Tickets			
Sales of items: water bottle, tshirt, tote bag, bandanas, young collectors, tie dye, donations	9000		9000
Other			
4 Other Misc.			
5. Food vendors + non-artist vendors	4000		4000
6. Artist Booth Fees	28000		28000
<b>TOTAL REVENUE</b>	<b>\$102003</b>	<b>\$</b>	<b>\$102003</b>

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

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

## EVENT BUDGET - EXPENSES

Event Name: Art in the Park 2023

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
<b>1. Personnel</b>				
Artistic	5000	3600		8600
Technical		3500		3500
Administrative		26000		26000
Other				
<b>2. Equipment Rental</b>				
Golf carts, radios, tents, tables, portalets, handwashing stations, Uhaul box truck, etc.		11000		11000
<b>3. Supplies &amp; Materials</b>				
Awards		5500		5500
Kids art tents & other supplies		2000		2000
<b>4. Travel</b>				
Jurors – artist selection		500		500
Awards judges – weekend of event		760		760
<b>5. Promotion and Publicity</b>				
Advertising/Marketing				
Local (in Boone County)		6400		6400
Outside Boone County	7000			7000
Printing		10000		10000
Postage		2500		2500
<b>6. Other (be specific)</b>				
Entertainment	3000	2000		5000
Food expenses: artist + volunteer lunches		5643		5643
Water bottles, bandanas, tote bags, tshirts		3500		3500
Fees + permits		2500		2500 ✓
Overnight security		1600		1600 ✓
<b>TOTAL EXPENDITURES</b>	15000	87003		102003
<b>TOTAL REVENUES (from page 5 )</b>				102003

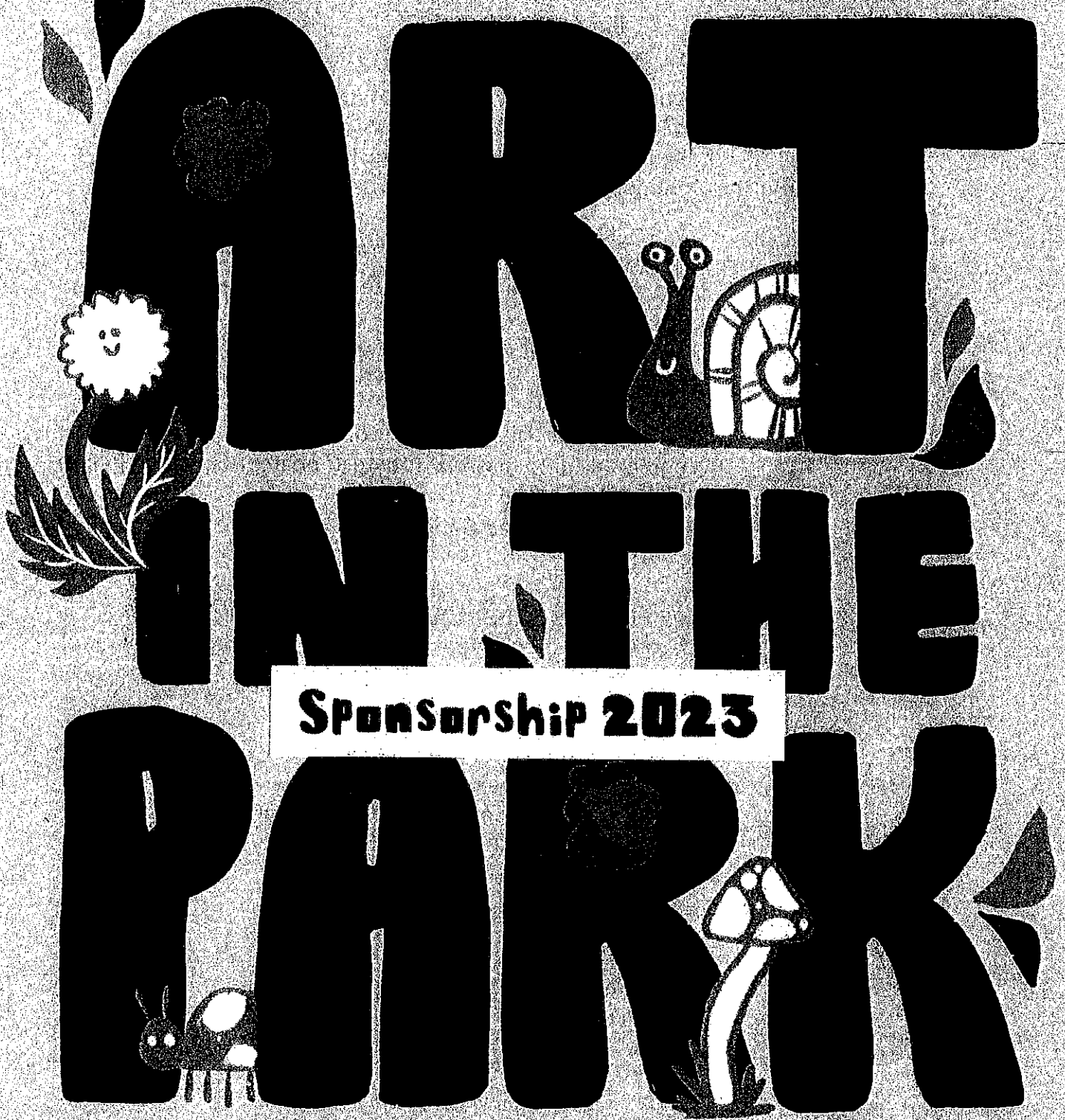
\*In-kind should net to zero

CVB AIP 2023 Marketing plan (out of market)

Columbia Art League - Art in the Park 2023		Cost
Channel	Details	
Missouri Life	1/2 or full page ads, April and May issues	\$1,000.00
Missouri Life web banner ads	800x200, runs between May 18 - June 4 (in kind = \$1000)	\$0.00
Central MO newspapers inc	ads on JC News Tribune and Fulton Sun	\$2,500.00
Social media (Facebook/Instagra	ads on social media to festival attendees outside of the Columbia-Jeff City DMA from April	\$970.00
Hulu	connected TV ads in St. Louis, KC, Springfield and surrounding states in May	\$500.00
Spotify	radio ads on streaming device St. Louis, KC, Springfield and surrounding states in May	\$800.00
Zapplication		\$1,010.00
Art Fair Source Book		\$127.00
Festival Net		\$68.00
Midwest Art Fairs		\$25.00
		\$7,000.00

**COLUMBIA ART LEAGUE PRESENTS**

**ART  
IN THE  
PARK**



**Sponsorship 2023**

**STEPHENS LAKE PARK**

**June 3 & 4 2023**

# ART IN THE PARK: BE A 2023 SPONSOR

Art in the Park has been an iconic summer event in Columbia since 1959. Each year more than 15,000 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 (TV, print & website)
- Logo on printed material (posters, postcards, festival map)
- Signage at festival
- Recognition via social media

**SILVER**  
**\$1,000**

- Logo on print ads and our website
- Logo on printed material (posters, postcards, festival map)
- Signage at festival
- Recognition via social media

**BRONZE**  
**\$500**

- Logo listed with link on our website
- Name listed on printed material (posters, postcards, map)
- Signage at festival
- Recognition via social media

**GOLF  
CART**  
**\$250**

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**  
**\$100**

- Logo with link on event website
- Recognition via social media

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

For more information or to sponsor, contact Kelsey at [Kelsey@ColumbiaArtLeague.org](mailto:Kelsey@ColumbiaArtLeague.org)