

**Fayetteville Advertising and
Promotion Commission
May 24, 2021 2:00 p.m.**

Location: **Virtual Public Meeting, Via Zoom. Register in advance for this webinar:**

Commissioners: Katherine Kinney, Chair, Tourism & Hospitality Representative
Todd Martin, Tourism & Hospitality Representative
Chrissy Sanderson, Tourism & Hospitality Representative
Elvis Moya, Tourism & Hospitality Representative
Andrew Prysby, Commissioner at-large
Matthew Petty, City Council Representative
Sarah Bunch, City Council Representative

Staff: Molly Rawn, Chief Executive Officer; Jennifer Walker, Vice President of Finance; and Hazel Hernandez, Vice President of Marketing and Communications

Agenda

- I. Call to order at 2:00 p.m.
- II. Old Business
 - A. Review and approval of April 2021 minutes
- III. New Business
 - A. CEO Report, Molly Rawn
 - B. Financial Report from Jennifer Walker, VP of Finance
 - C. Marketing Report presented by Hazel Hernandez, Vice President of Marketing and Communications
 - D. Vote. Authorizing the CEO to enter into an agreement with Medalist Sports to produce the upcoming Cyclo-cross events. Contract attached.
 - E. Discussion. In-person meetings for the remainder of 2021.
 - F. Agenda Additions. Additions to the agenda may be added upon request from a majority of commissioners
- IV. Announcements
- V. Adjourn

Fayetteville Advertising and Promotion Commission
Minutes from April 26th, 2021 Meeting
Virtual Public Meeting, Via Zoom

Commissioners Present: Katherine Kinney, Chairperson, Matthew Petty, Todd Martin, Chrissy Sanderson, Andrew Prysby, Elvis Moya

Commissioners Absent: Sarah Bunch

Staff: Molly Rawn, CEO; Hazel Hernandez, VP of Marketing and Communications; and Jennifer Walker, VP of Finance

I. Chairperson Kinney called the meeting to order at 2:00 p.m. after a roll call vote noting that Commissioner Sarah Bunch was absent.

II. Old Business

- a. Commissioner Sanderson motioned to approve the February 2021 minutes with Commissioner Martin seconding them and they were unanimously approved via a roll call vote. Commissioner Martin motioned to approve the March 2021 minutes with Commissioner Sanderson seconding, and they also were unanimously approved via a roll call vote.

III. New Business

- a. Welcome to new commissioner, Andrew Prysby!
- b. Financial Report from Jennifer Walker, VP of Finance

Walker began by pointing out that the financial memo included in the packet includes the items she is highlighting with this report. She has also included the March financial statements and a PPP loan summary. At the end of March, our budget target is 25% as we are now a quarter of the way through the year. You will see that we are at 20% of projected revenue and our spending is at 23% of projected spending, so while we are continuing to miss our targets, the margins are quite small. On our balance sheet, you will notice increased unearned revenue for the town center, meaning that people continue to book us for events in the future.

Walker also pointed out a line item for our PPP loan payable. We have utilized approximately 20% of those funds by the end of March and we expect to have utilized all of our PPP loans by May and are beginning to work on the loan forgiveness documentation. You will also notice on the balance sheet that we have added both the capital and operating reserves. Walker concluded with pointing out that even with those additions, we still have a healthy fund balance. With no questions, Chair Kinney turned the meeting over to CEO Rawn.

c. CEO Report, Molly Rawn

HMR highlights. March collections are up over 9% over last year, this is significant as it compares February 2020 (a non-Covid month) to February 2021. Our lodging is still down while past dues collections amounts are quite high, showing us that some organizations are beginning to be able to catch up.

Rawn shared some tourism successes: The Oz Trails US Pro Cup was held for two weekends in April and was the first professional mountain biking we have had in the U.S. since Covid. We had over 1,300 participants with at least that many spectators. Our earned media exceeded our expectations and we had many busy lodging partners and we saw license plates from all over the country.

The Hyatt Hotel also opened and has enjoyed some sold out weekends. We have also had other leisure and sport travel so far in April and hope to have good reporting to share next month.

Rawn shared an update on Cyclo-cross. Experience Fayetteville has a contract with UCI to put on the January 2022 world championships. We are in regular communication with both UCI and our funder for this event, the Walton Family Foundation, and see this event moving forward successfully. We have parted ways with our previous race director and are in the process of securing a new race director, with a contract coming to the commission before or at our next meeting. We feel very positive about this and feel good about the economic impact the event will have for the city of Fayetteville.

Rawn also pointed toward another great thing to look forward to, we've been selected as a location for the Spartan Trail US Championship which will be held at Mt. Kessler. With four races and a \$12,000 purse, we expect to bring in 1,100 people. She is very proud of the work the team did to bring this event to Fayetteville.

Rawn addressed the recent state legislation that has come from the state that has painted our state in a bad light and created a lot of talk about negative impact on both tourism and our economy. The recent proposed and passed anti-LGBTQ+ legislation has caused a lot of concern. We will continue to speak out about it via our individual conversations and primarily through our memberships with both Arkansas Association of CVB's and the Arkansas Hospitality Association. You may be aware of several threats of boycott of travel to Arkansas, however, we are not aware of any business we have lost because of this legislation.

She reminded the group of the 2014 North Carolina bathroom bill which did a lot of economic damage until the law was repealed. She said that we are monitoring the situation and the potential impact.

Finally, Rawn pointed out how nice the Fayetteville Town Center plaza looks as it has now been resurfaced and has new lights. She greatly appreciates Wade Abernathy with the city for overseeing this project and is grateful for the bond

initiative that helped to fund this. Additionally, the town center bathrooms are open again during the week and on Saturdays for the farmers' market.

With Rawn concluding her report, she acknowledged that Chair Kinney may have items to add. Chair Kinney voiced her concern over the possibility or risk of organized groups boycotting, mentioning the NCAA. Rawn said we would certainly continue to talk about the impact this legislation could have and to stay in touch with organizations such as the university to understand what is happening.

- d. Marketing Report presented by Hazel Hernandez, Vice President of Marketing and Communications

We have started reaching back into our targeted markets of Little Rock and Dallas and have kept our local, Northwest Arkansas market. Our online guide requests remain heavy, and our site is seeing increased traffic.

Hernandez gave an overview of 2021 media plan. Our 2021 advertising budget is \$400,000 and our target markets remain Little Rock, Dallas/Ft. Worth, Tulsa, Kansas City, and NWA. We removed the Oklahoma City market because of budget. Something new we are doing this year is holding some of our media dollars; we are holding back about 44% for use later in the year. She also pointed out that most of our media is digital, 90%, with print being 10%. We are adding a Denver media flight this year and seeing good engagement.

Our Restaurant Flight, running January 18- May 4th is "Find Away, it's closer than you think" which is a promotion to our Northwest Arkansas market.

Our Spring flight, which ran March 15-28th, showed great engagement with Commissioner Prysby adding that he thinks it's great that we are using so much video as the engagement is always high.

- e. Chair Kinney opened the last agenda topic, discussion on returning to in person meetings in May and the ability to vote/participate virtually moving forward.

Many of the commissioners said they were ready to meet in person. To answer Commissioner Sanderson's question, Rawn will check in with the city on our ability to offer a hybrid meeting model post pandemic to address the possibility of attending and voting virtually when needed. Martin asked that we look at June thinking that the mask ordinance may be removed at that point as he would prefer to meet without a mask. Rawn will get more information on what the city council plans to do with the mask mandate and in person meetings as we follow the guidelines of the city with our commission meetings. Chair Kinney said we will host our May meeting in the virtual format. CEO Rawn shared the meeting schedule for the remainder of the year, which showed us meeting the 4th Monday of the month.

- f. Adjourn: With no further business or announcements, Chair Kinney ended the meeting at 2:42 p.m.

March Activity

\$37,424 + **\$319,663**
Lodging Restaurant

\$30,892

Prior Dues Collected

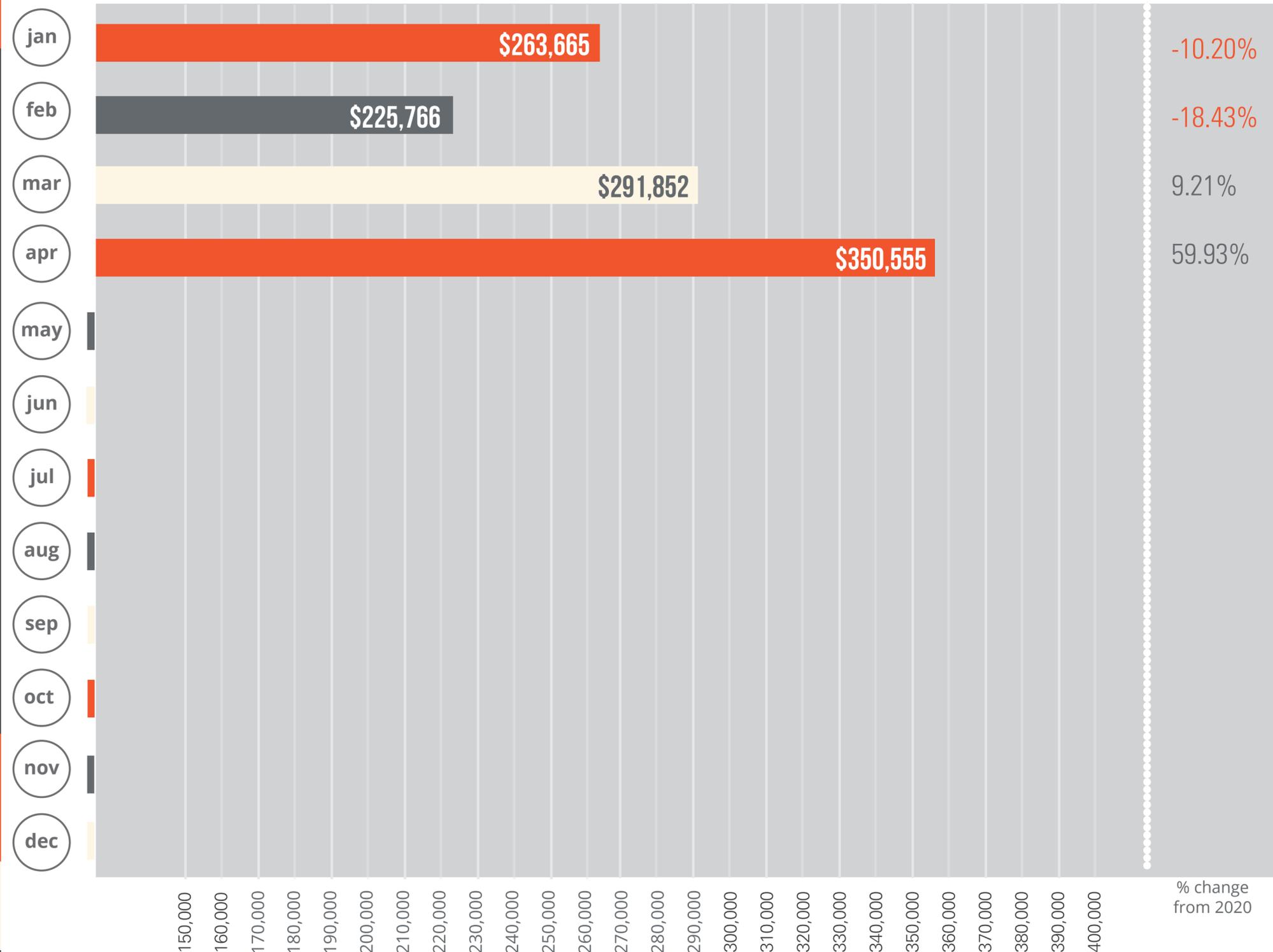
\$350,555

Total HMR Collected

Previous YTD (Jan-Apr) HMR A&P Tax Collection Totals

2017	2018	2019	2020	2021
\$771,185	\$1,114,680	\$1,154,470	\$1,056,837	\$1,131,838
1.63%	5.75%	3.57%	-8.46%	7.10%
% change over previous year				

Monthly A&P Tax Collections 2021**



** This represents one half of the total HMR collections. The other half supports the Parks and Recreation department.

CEO's Report
April 2021

- I. HMR collections for the month of April (representing March activity)
 - A. Lodging represents an 100% increase over April 2020
 - B. Restaurants show an 55% increase over April 2020
 - C. Past due amounts continue to come in

- II. Visitor Activity
 - A. Our average daily rate (ADR) is down 12% year to date
 - B. Our occupancy rate is down 5%
 - C. This gap between 2020 and current continues to narrow each month
 - D. April saw 455 in the visitors center. The most recent year for comparison is April 2018, and we are down 45%
 - E. We captured \$2,044 in sales

- III. Finance Snapshot
 - A. Total Revenue YTD: \$1,174,744 or 29.5%
 1. April 2021 Revenue target 33% of budget or higher

 - B. Total Expenditure YTD: \$1,182,621 or 30%
 1. April 2021 Expenditures target 33% or lower

- IV. Town Center
 - A. We hosted 20 events for clients in April
 - B. Awaiting guidance from the city regarding the mask ordinance. At this time do not intend to foresee we will require masks once the ordinance is repealed. Staff will remain masked until further notice
 - C. Capacity remains reduced, but we are regularly evaluating
 - D. The ballrooms have been repainted; airwall repair is underway. Thank you for your support of these important capital improvements.
 - E. The search for a full-time Events Manager has closed and we believe we have a robust pool of qualified candidates.

- V. Tourism around town
 - A. NCAA announces Fayetteville as host for softball regionals
 - B. Razorback Athletics announces a return to full capacity venues for baseball and softball post-season
 - C. We announced a return of First Thursday on the square, August – October
 - D. Walton Arts Center and Theatre Squared live in-person ticket packages for the 20-21 season are on sale

Memo



To: Molly Rawn, CEO, Experience Fayetteville
Fayetteville Advertising & Promotion Commissioners

From: Jennifer Walker, VP Finance, Experience Fayetteville

Date: May 11, 2021

Re: Financial Statements – April 2021

This packet contains Experience Fayetteville Financial Statements for the month ended April 30, 2021. The following reports are included in the packet:

- Summary P&L Financial Statements for month ended April 30, 2021
- Balance Sheet for month ended April 30, 2021
- PPP Loan Summary

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ April 30, 2021

	CONSOLIDATED			
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
Revenue				
Hotel, Motel, Restaurant Taxes Revenue	1,131,838	3,460,576	(2,328,738)	32.7%
Rental Revenue	26,297	350,250	(323,953)	7.5%
Event Revenue	887	37,500	(36,613)	2.4%
Visitor Center Store Revenue	5,189	45,258	(40,069)	11.5%
Parking Revenue	4,716	21,500	(16,784)	21.9%
Advertising Revenue	200	8,000	(7,800)	2.5%
Other Revenue	1,363	-	1,363	0.0%
WFF Cycling Coordinator Grant	-	31,190	(31,190)	0.0%
Interest and Investment Revenue	4,253	21,500	(17,247)	19.8%
Total Revenue	1,174,744	3,975,774	(2,801,030)	29.5%
Expenses				
Operating Expenses				
Rental Expenses	2,991	68,690	(65,699)	4.4%
Event Expenses	11,575	73,800	(62,225)	15.7%
Visitor Center & Museum Store	10,570	41,560	(30,990)	25.4%
Personnel	365,011	1,329,680	(964,669)	27.5%
Sales & Marketing	283,634	961,675	(678,041)	29.5%
Office and Administrative	175,175	593,369	(418,194)	29.5%
Bond Payments	233,665	707,000	(473,335)	33.1%
TheatreSquared Contribution	100,000	200,000	(100,000)	50.0%
Total Operating Expenses	1,182,621	3,975,774	(2,793,153)	29.7%
Net Operating Income/(Loss)	(7,877)	-	(7,877)	0.0%
Other Income				
Unrealized Gain/(Loss) on Investments	351,710			0.0%
Other Expenses				
FFE & Improvements	21,834	155,000	(133,166)	14.1%
Depreciation Expense	46,667			0.0%
Cost of Goods Sold	(839)			0.0%
Net Income/(Loss) (without Cyclocross Grants)	276,171	(155,000)	79,461	-178.2%
Net Income/(Loss) for Cyclocross Events	407,479			
Total Net Income/(Loss)	683,650			

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ April 30, 2021

	Experience Fayetteville			
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
Revenue				
Hotel, Motel, Restaurant Taxes Revenue	1,131,838	3,460,576	(2,328,738)	32.7%
Event Revenue	1,894	26,500	(24,606)	7.1%
Visitor Center Store Revenue	5,189	45,258	(40,069)	11.5%
Advertising Revenue	200	8,000	(7,800)	2.5%
WFF Cycling Coordinator Grant	1,363	31,190	(29,827)	4.4%
Interest and Investment Revenue	3,777	19,000	(15,223)	19.9%
Total Revenue	1,144,261	3,590,524	(2,446,263)	31.9%
Expenses				
Operating Expenses				
Event Expenses	10,411	62,800	(52,389)	16.6%
Visitor Center & Museum Store	10,570	41,560	(30,990)	25.4%
Personnel	273,754	910,718	(636,964)	30.1%
Sales & Marketing	283,484	942,375	(658,891)	30.1%
Office and Administrative	90,222	302,799	(212,577)	29.8%
Bond Payments	233,665	707,000	(473,335)	33.1%
TheatreSquared Contribution	100,000	200,000	(100,000)	50.0%
Total Operating Expenses	1,002,106	3,167,252	(2,165,146)	31.6%
Net Income/(Loss) Before Other Revenue and Expenses	142,155	423,272	(281,117)	33.6%
Other Income				
Unrealized Gain/(Loss) on Investments	351,710	-	351,710	0.0%
Other Expenses				
FFE & Improvements	-	15,000	(15,000)	0.0%
Depreciation Expense	25,111			
Cost of Goods Sold	(839)			
Net Income/(Loss)	469,594	408,272	(290,388)	115.0%

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ April 30, 2021

	Town Center			
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
Revenue				
Rental Revenue	24,403	350,250	(325,847)	7.0%
Event Revenue	887	11,000	(10,113)	8.1%
Parking Revenue	4,716	21,500	(16,784)	21.9%
Interest and Investment Revenue	477	2,500	(2,023)	19.1%
Total Revenue	30,483	385,250	(354,767)	7.9%
Expenses				
Operating Expenses				
Rental Expenses	2,991	68,690	(65,699)	4.4%
Event Expenses	1,165	11,000	(9,835)	10.6%
Personnel	91,256	418,962	(327,706)	21.8%
Sales & Marketing	150	19,300	(19,150)	0.8%
Office and Administrative	84,953	290,570	(205,617)	29.2%
Total Operating Expenses	180,515	808,522	(628,007)	22.3%
Net Income/(Loss) Before Other Revenue and Expenses	(150,033)	(423,272)	273,239	35.4%
Other Expenses				
FFE & Improvements	21,834	140,000	(118,166)	84.4%
Depreciation Expense	21,556			
Net Income/(Loss)	(193,422)	(563,272)	369,850	34.3%

Fayetteville A and P Commission
Statement of Budget, Revenue and Expense
Year-to-Date @ April 30, 2021

	Cyclocross Events			
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
Revenue				
Other Revenue				
Cyclocross Grant Funds	750,666	675,000	75,666	111.2%
Cyclocross Events Revenue	-	288,500	(288,500)	0.0%
Interest and Investment Revenue	725	3,000	(2,275)	24.2%
Total Revenue	751,390	966,500	(215,110)	77.7%
Expenses				
Operating Expenses				
Marketing	260	-	260	0.0%
Office and Administrative Expenses	133	2,500	(2,367)	5.3%
Cyclocross Events	343,519	1,342,089	(998,570)	25.6%
Total Operating Expenses	343,911	1,344,589	(1,000,678)	25.6%
Net Income/(Loss)	407,479	(378,089)	785,568	-107.8%

Fayetteville A&P Commission

Balance Sheet

As of April 30, 2021

ASSETS

Current Assets

Cash		1,749,812
Investments		1,199,080
Accounts Receivable		378,111
Prepaid Expenses		19,253
Deposits		30,617
Visitors Guide Trade		3,502
Inventory Asset		12,905

Total Current Assets 3,393,280

Other Assets

Capital Assets		
Furniture & Fixtures	96,641	
Equipment	498,597	
EF/CVB Building	940,410	
EF/CVB Land	198,621	
Building Additions	971,952	
Walker-Stone House	1,167,218	
Accumulated Depreciation	(1,267,947)	

Total Other Assets 2,605,491

TOTAL ASSETS 5,998,771

LIABILITIES AND EQUITY

Current Liabilities

Accounts Payable	31,207	
Unearned Revenue	158,908	
PPP Loan Payable	245,900	

Total Liabilities 436,016

Equity

Unreserved Fund Balance	2,879,105	
Operating Reserve	1,000,000	
Capital Reserve	1,000,000	
Temporarily Restricted Funds	-	
Net Revenue		
Gain/(Loss) on Investments	351,710	
Net Revenue without Cyclocross	(75,539)	
Net Revenue for Cyclocross	407,479	683,650

Total Equity 5,562,755

TOTAL LIABILITIES AND EQUITY 5,998,771

Fayetteville A and P Commission
PPP Loan Program Summary
Year-to-Date @ April 30, 2021

PPP Loan 2021				
Year-to-Date, April 30 2021				
	Actual	Budgeted	Variance	Percent Spent
Inflows				
Loan Funds Received	245,900	245,900	-	100.0%
Total Inflows	245,900	245,900	-	100.0%
Outflows				
Personnel				
Payroll	126,543	200,000	73,457	63.3%
Benefits	12,229	23,900	11,671	51.2%
Other				
Rental Expenses (Town Center)	2,000	2,000	-	100.0%
Utilities	13,178	20,000	6,822	65.9%
Total Operating Expenses	153,950	245,900	91,950	62.6%
Remaining Funds Available	91,950	-		

MARKETING OVERVIEW

**JAN-APRIL 2021 VS
JAN-APRIL 2020**

Overall Users:

90,010 VS 59,436: +51%

Overall Sessions:

103,930 VS 69,181: +50%

Organic Search (Users):

41,649 VS 28,706: +45%

Landing Page Views:

14,508 VS 10,402: +39%

Online Guide Requests:

3,634 VS 2,377: +53%

ONLINE GUIDE REQUESTS JAN-APRIL 2021

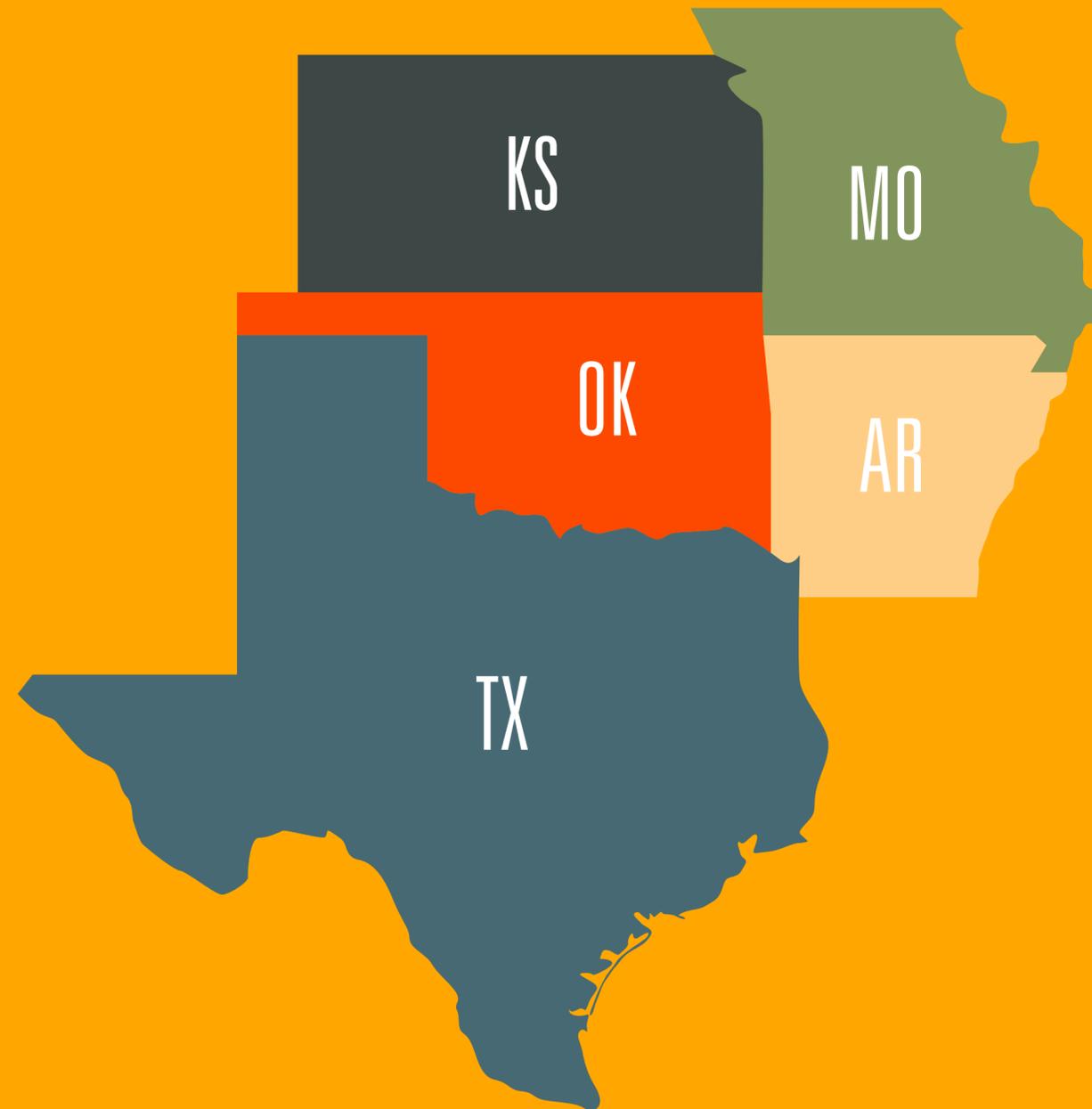
PDF: 1,401 (39%)

Flipbook: 1,726 (47%)

Mail: 507 (14%)

Total: 3,634

- 1. Arkansas: 29%**
- 2. Texas: 18%**
- 3. Missouri: 9%**
- 4. Oklahoma: 8%**
- 5. Kansas: 5%**



PAID SEARCH JAN-APRIL 2021

Consumer/Leisure

Impressions: 186,162

Clicks: 17,911

CTR: 9.62%

CPC: \$0.76

Spanish

Impressions: 15,967

Clicks: 1,082

CTR: 6.78%

CPC: \$3.74

Town Center

Impressions: 23,700

Clicks: 2,187

CTR: 9.23%

CPC: \$2.17

Fayetteville Together

Impressions: 306

Clicks: 16

CTR: 5.23%

CPC: \$6.83

RESTAURANT FLIGHT: FINAL SUMMARY JAN 18-MAY 2

Display (1/8 - 3/21)

Impressions: 214,292

Clicks: 310 (69% mobile)

CTR: 0.14%

Social: Static (1/8 - 3/21)

Impressions: 597,691

Clicks: 3,200

CTR: 0.54%

Post Reactions: 610

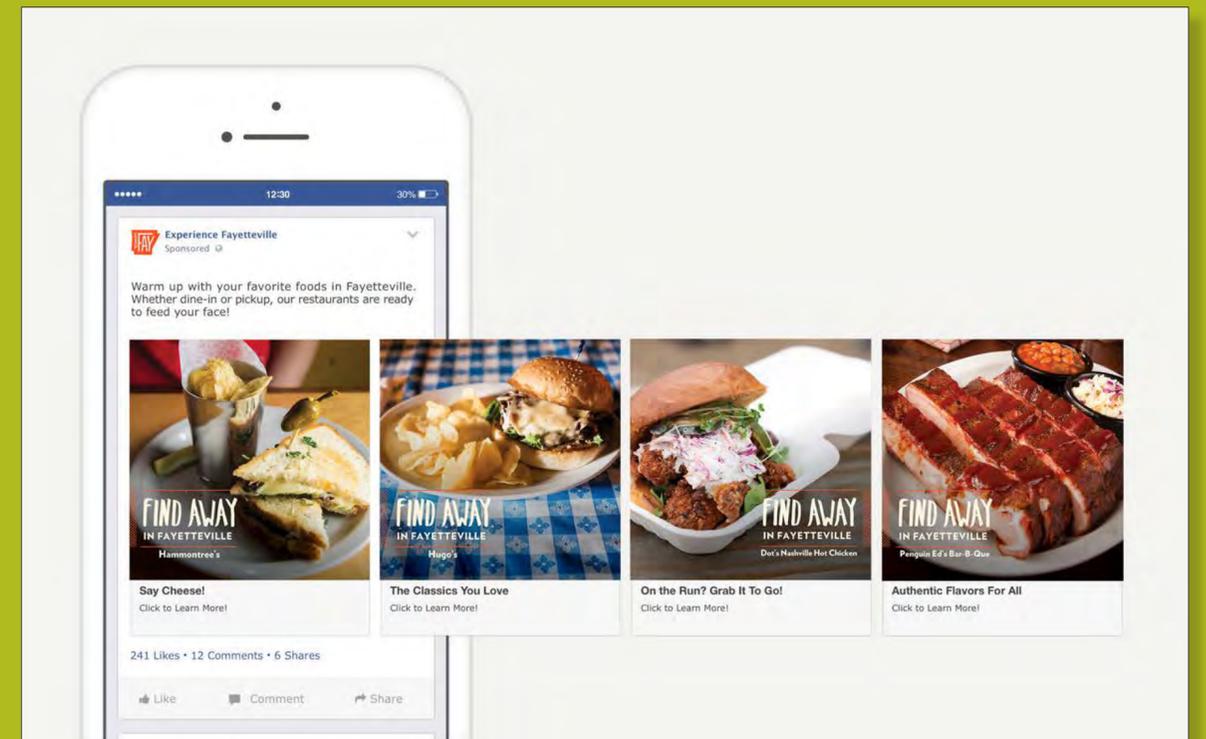
Social: Video (2/15 - 5/2)

Impressions: 220,354

Clicks: 3,795

CTR: 1.72%

Post Reactions: 393



SUMMER FLIGHT: DISPLAY & SOCIAL APRIL 12-30

DMAs: LR, DFW, TUL, KC, NWA

Display

Impressions: 676,435

Clicks: 1,132

CTR: 0.17%

Social - Static

Impressions: 659,525

Clicks: 2,024

CTR: 0.31%

Post Reactions: 224

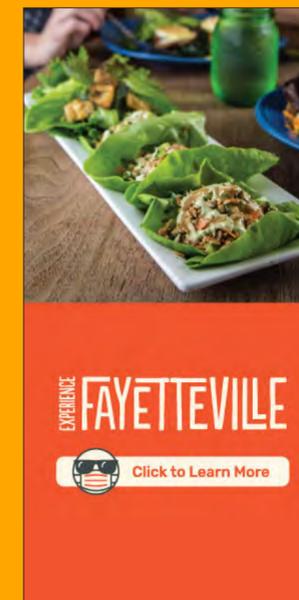
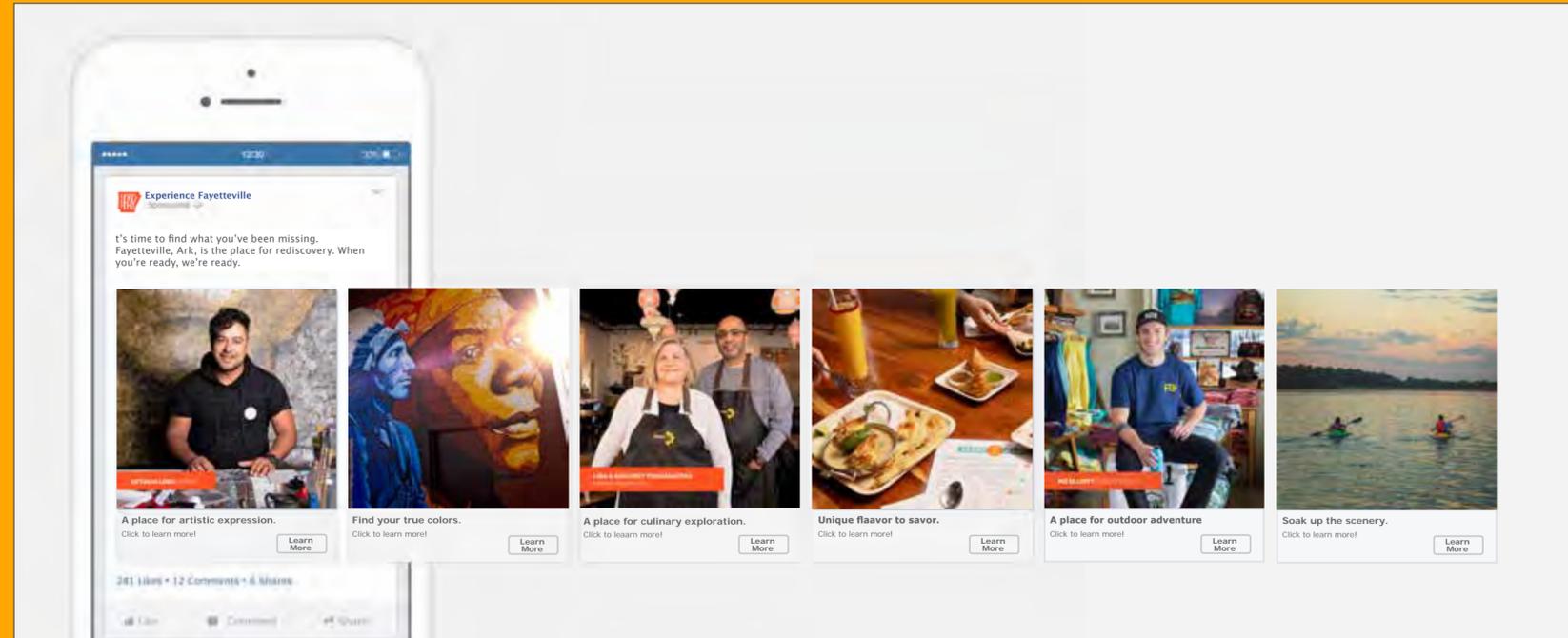
Social - Video

Impressions: 234,205

Clicks: 1,718

CTR: 0.73%

Post Reactions: 102



SUMMER FLIGHT: PRE-ROLL, CTV & YOUTUBE APRIL 12-30

DMA: LR, DFW, TUL, KC, NWA

Pre-roll

Impressions: 241,117

Clicks: 1,104

CTR: 0.46%

VCR: 59%

Connected TV

Impressions: 189,697

Clicks: 683

CTR: 0.36%

VCR: 91.7%

YouTube

Impressions: 341,406

Clicks: 222,601

CTR: 0.01%

VCR: 65%



Bike Arkansas: Feb & May



CHINKAPIN HOLLOW
FAYETTEVILLE, ARK
Gravel Grinder

NWA'S NEWEST GRAVEL-FOCUSED EVENT | SUNDAY, OCT. 24

Registration now open!
42, 63 & 109-mile courses
35% entries reserved for women

EXPERIENCE **FAYETTEVILLE**
Learn more at experiencefayetteville.com

REGISTRATION OPEN FOR 2021 CHINKAPIN HOLLOW GRAVEL GRINDER

Ozarks dirt road adventure in Fayetteville Oct. 24



Gravel riders rejoice! Registration is now open for the 2021 Chinkapin Hollow Gravel Grinder, a popular gravel-racing experience not to be missed.

Chinkapin Hollow Gravel Grinder, the region's newest gravel-focused event, returns to Fayetteville for its second installment. The event will be held Sunday, Oct. 24, with a festive morning mass start at Lake Wedington Recreation Area just west of town.

Route options include 42, 63 and 109-mile courses, all of which wind through hardwood timber forests in the Ozark National Forest. The two longer routes cross over into Oklahoma for a two-state dirt road adventure.

Courses also feature long stretches of rolling and canopy covered gravel roads that descend through historic Ozark communities and hamlets, some of which were settled in the 1800s. With different course lengths for different comfort levels, everyone will have a full day of gravel racing.

Taking the lead in diversifying the sport of gravel, the Chinkapin Hollow Gravel Grinder has a stated goal to double the number of women participants to exceed its 2020 total, with a minimum of 350 entries being held for women cyclists.

For more information, including race schedule, course details and how to register, visit experiencefayetteville.com and look for the Chinkapin Hollow Gravel Grinder under the events listing.

THE TRAIL TO TOKYO 2021



OZ TRAILS™
U.S. PRO CUP

GOES THROUGH OZ

PRESENTED BY
EXPERIENCE FAYETTEVILLE

2021 US PRO CUP SCHEDULE

US PRO CUP - UCI C3 MARCH 12-14 TEMECULA, CA
OZ TRAILS US PRO CUP - UCI C1 APRIL 8-11 FAYETTEVILLE, AR
OZ TRAILS US PRO CUP - UCI C1 APRIL 16-18 FAYETTEVILLE, AR

REGISTER NOW
USCUPMTB.COM

KENDA
SCOTT
ESTgrips.com
Violich Farms

FAYETTEVILLE TO HOST 2021 OZ TRAILS U.S. PRO CUP

Qualifier for Tokyo Olympic Games



A rider descends one of the new trails at Centennial Park in Fayetteville (Photo: Casey Crocker)

Fayetteville will be the home to the inaugural Oz Trails U.S. Pro Cup presented by Experience Fayetteville. Over back-to-back race weekends April 9-11 and 16-18, prominent professional cross-country mountain bikers will have their skills on display at Centennial Park in Fayetteville!

Dreaming of gold, Olympic hopefuls will be vying for critical qualifying points ahead of this summer's Tokyo Games while select junior level athletes compete for a chance to represent Team USA at the 2021 UCI Mountain Bike World Championships in Italy.

With racecourses purpose-built to meet international race specifications, Centennial Park is positioned to become the country's premier destination for world-caliber cycling events.

In 2021, the trail to Tokyo goes through OZ at Centennial Park in Fayetteville! Start making your plans to attend this once-in-a-lifetime event here in Arkansas.

Go to experiencefayetteville.com for event details and to find out where to stay and what to do while you are in Fayetteville!

AY Magazine: March

ay ABOUT YOU

Get Out of Town: Experience Downtown Fayetteville



Butterfield Overland Trail Auto Tour

Discover the

BUTTERFIELD OVERLAND TRAIL

AUTO TOUR



« MISSOURI | ARKANSAS | OKLAHOMA | TEXAS »
« NEW MEXICO | ARIZONA | CALIFORNIA »

Discover The Butterfield Overland Trail!
Go to OCTA-Trails.org/Butterfield-Trail

Experience Fayetteville

Event Management Consulting and Operations Agreement

This Event Management Consulting and Operations Agreement together with the Exhibits attached hereto (“Agreement”) is made and entered into effective as of April 21, 2021, by and between Fayetteville Advertising and Promotion Commission, d.b.a. Experience Fayetteville, a governmental agency established by Ordinance No. 2310 of the City of Fayetteville pursuant to Arkansas law (Ark. Code Ann. § 26-75-605) , having its principal offices at 21 S. Block Ave., Fayetteville, AR (“Experience Fayetteville”), and Medalist Sports, LLC (“Medalist”), having an office at P.O. Box 415, Tyrone, GA 30290.

WHEREAS, Experience Fayetteville is an entity with an intention to host and facilitate the 2021 UCI World Cup Cyclocross (‘FayetteCross’) event October 13th, as well as the 2022 UCI Cyclocross World Championships, January 29-30, 2022.

WHEREAS, Experience Fayetteville owns the rights to host the two Events (each, the “Event”);

WHEREAS, Experience Fayetteville desires Medalist to become the exclusive official operator, marketing and management consulting group for the two Events, hosted by Experience Fayetteville.

WHEREAS, Experience Fayetteville and Medalist desire to enter into a mutually beneficial agreement allowing Medalist to use the Experience Fayetteville and Event names and logos in connection with its status as the official operators of the event.

THEREFORE, in consideration of the terms and conditions set forth below, the following is agreed mutually agreed upon:

Scope of Work

Medalist agrees to provide to Experience Fayetteville those services and other deliverables as described in this Agreement (collectively, the "Deliverables").

Medalist acknowledges and agrees that any Deliverables (and all associated documentation) that are produced or result from any work under this Agreement shall be owned solely by Experience Fayetteville upon creation and Medalist shall have no rights in such property and Medalist agrees to execute any and all documents or to take any actions which may be necessary to fully effectuate the terms and conditions of this paragraph. Exclusive of this statement are such work products designed, procured or financed by Medalist Sports, LLC for the benefit of Experience Fayetteville, such as an operational database.

During the Term of this Agreement, Medalist shall assist Experience Fayetteville with the management and operation of the Event as described in Exhibit A and as summarized below:

Areas of Consultation and Management Responsibility (in support of Experience Fayetteville)

Executive Management
Project Management
Ancillary Event Development
Sponsorship Development
Administrative Support
Client Service/Sponsor Fulfillment
Hospitality Management
Television Broadcast/Production
Technical Services
Ticketing Management
Site Production/Venue
Operations
LOC Communications
UCI + USA Cycling Liaison and Communications

Experience Fayetteville shall be generally responsible for those items listed on Exhibit B.

Duration of Agreement

The Agreement with Medalist shall be for the period **April 21, 2021** through March 31, 2022.

Delivery and Payment

All of the Deliverables shall be completed and provided to Experience Fayetteville no later than the dates specified in Medalist's Proposal and this Agreement. Subject to review and approval by Experience Fayetteville of the Deliverables as well as satisfactory progress toward timely completion of the Deliverables, payment for the Deliverables shall be made upon review and approval of the Deliverables by Experience Fayetteville in the amounts set forth in Medalist's Proposal in accordance with the terms set forth in this Agreement.

Cure & Cover

If Medalist fails or Experience Fayetteville reasonably concludes that there is a reasonable likelihood that Medalist will not be able to timely perform all of its obligations under this Agreement, Experience Fayetteville may (in addition to any other contractual, legal or equitable remedies) proceed to take any of the following actions after written notice to Medalist and five (5) days for Medalist to respond and/or remedy the condition:

Withhold any monies then or next due to Medalist; or;

Obtain the services and Deliverables (or equivalent) or portion thereof (or equivalent) from a third party, pay the third party for same, and withhold the amount so paid from any money then or thereafter due Medalist.

Subcontract(s)

Medalist will negotiate, but Experience Fayetteville will be responsible for entering into, all Event-related contracts, including contracts with vendors, suppliers and subcontractors who will be providing products and services in support of the Event. All expenses associated with these Event-related contracts will be paid from within the Experience Fayetteville Event Operations Budget

(Exhibit C). Any expenses which occur outside of the Event Operations Budget shall be specifically identified as such by Medalist and presented to Experience Fayetteville for approval.

All contracts with Event vendors, suppliers and subcontractors will need to include appropriate insurance and indemnification requirements so that Experience Fayetteville and Medalist are adequately protected against claims arising out of the products and/or services of said parties.

No Assignment

Medalist shall not subcontract, assign or otherwise permit anyone other than Medalist personnel to perform any of the work and/or provide any of the deliverables under this Agreement, or assign any of its rights or obligations hereunder, without the prior written consent of Experience Fayetteville. No subcontract, which Medalist enters into with respect to the performance of work and/or provision of deliverables under the Agreement, shall in any way relieve Medalist of any responsibility for any performance under the Agreement.

Medalist will subcontract, at Medalist's expense, some of its Event Management and Operations Consulting obligations to individuals with the required expertise. Such personnel shall dedicate their non-exclusive efforts for the fulfillment of all of Medalist's obligations as set forth herein.

Termination

In the Event that Medalist breaches any material term or condition of the Agreement or any other event occurs which demonstrates a reasonable likelihood that Medalist is unable or unwilling to fulfill its obligations under this Agreement, Experience Fayetteville may immediately terminate this Agreement without further notice.

This Agreement may also be immediately terminated without further notice in the event that any of the following occurs:

1. Medalist becomes insolvent or liquidation or dissolution of Medalist begins;
2. A voluntary or involuntary bankruptcy petition is filed by or against Medalist under the U.S. Bankruptcy Code or any similar petition under any state insolvency law;
3. An assignment is made by Medalist for the benefit of creditors; or;
4. A proceeding for the appointment of a receiver, custodian, trustee or similar agent is initiated with respect to Medalist.

Termination By Experience Fayetteville

Experience Fayetteville may terminate this Agreement at any time without cause upon thirty (30) days prior written notice to Medalist stating the intended date of termination.

Payments Due In The Event of Termination By Experience Fayetteville

In the event this Agreement is terminated by Experience Fayetteville without cause, Experience Fayetteville shall pay Medalist for any outstanding monthly management/service fees related to that month of cancellation.

Medalist will also be compensated by Experience Fayetteville for any outstanding expenses incurred on behalf of Experience Fayetteville.

Upon any termination or other expiration of this Agreement, Medalist shall return to Experience Fayetteville all papers, materials and other documents used or developed in connection with

providing the Deliverables under this Agreement prior to the effective date of termination or expiration of the Agreement.

Initial Budget

Attached to this Agreement, as Exhibit C, is the Initial Budget for Experience Fayetteville as proposed by Medalist and agreed to by Experience Fayetteville. Any modifications or revisions of the Initial Budget must be approved in writing by Experience Fayetteville.

Reporting Requirements

In addition to any reporting requirements, Medalist shall provide as part of the invoicing process monthly reports to Experience Fayetteville to report the status of Medalist's performance under the Agreement and Medalist's progress toward fulfilling the requirements of the Agreement.

Records Retention

Medalist agrees to make available at all reasonable times during the period set forth below any of the records of the contracted work for inspection or audit by any authorized representative of Experience Fayetteville or its authorized accounting firm. Medalist shall preserve and make available its records for a period of five years from the date of final payment under this Agreement, and for such longer period, if any, as is required by applicable statute. If the Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement. Records which relate to appeals, litigation, or the settlements of claims arising out of the performance of this Agreement, or costs and expenses of any such agreement as to which exception has been taken by the Arkansas State Auditor or any of his duly authorized representatives, shall be retained by Medalist until such appeals, litigation, claims or exceptions have been disposed of.

Relationship of the Parties

Medalist warrants that all work performed by or on behalf of Medalist under this Agreement shall be performed as an independent contractor. Medalist shall be responsible for compliance with all laws, rules and regulations involving its respective employees, including (but not limited to) employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. Medalist agrees to indemnify and hold harmless Experience Fayetteville from any loss resulting from the breach of these warranties. This Agreement shall not be construed so as to create a partnership or joint venture between Medalist and Experience Fayetteville or any of the agencies of the State of Arkansas.

Indemnification

Medalist shall indemnify, defend and hold harmless Experience Fayetteville and their officers, directors, employees, agents and volunteers (the "Experience Fayetteville Parties") from and against any and all claims, demands, damages, liabilities, lawsuits, losses or expenses, including without limitation, interest, penalties, reasonable attorney's fees, and all amounts paid in the investigation, defense or settlement of the foregoing (the "Claim" or "Claims") arising out of or in connection with (i) any negligent acts or misconduct by Medalist in the performance of its services pursuant to this Agreement; or (ii) the breach or nonperformance of any obligation of Medalist under this Agreement. Medalist's obligation to indemnify, defend and hold harmless does not apply to the extent that any such Claim arises solely out of the negligence or misconduct of Experience Fayetteville or the Experience Fayetteville Parties.

Experience Fayetteville shall indemnify, defend and hold harmless Medalist, its Owner/President, shareholders, employees and agents (the "Medalist Parties") from and against all Claims arising out of or in connection with (i) any negligent acts or misconduct by Experience Fayetteville or the Experience Fayetteville Parties; or (ii) the breach or nonperformance of any obligation of Experience Fayetteville under this Agreement. Experience Fayetteville's obligation to indemnify, defend and hold harmless does not apply to the extent that any such Claim arises solely out of the negligence or misconduct of Medalist or the Medalist Parties.

Insurance

(a) Medalist Provided Insurance: Throughout the term of this Agreement, Medalist shall provide and maintain, at its expense, the following insurance:

(i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability (applying to the terms and conditions of this Agreement), products-completed operations, personal and advertising injury, premises damage legal liability, property damage and bodily injury liability (including death).

(ii) Workers' Compensation insurance covering Medalist's employees with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.

(iii) Auto Liability insurance covering liability arising out of the use, maintenance or operation of any hired, owned and non-owned vehicles by Medalist in the performance of its Services, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage.

(iv) Umbrella and/or Excess Liability insurance with limits not less than \$2,000,000 each occurrence shall apply in excess of and on a following form basis to the primary Commercial General Liability, Employer's Liability and Auto Liability policy limits.

All such insurance to be maintained by Medalist shall be (1) secondary to the insurance coverage afforded through sanctioning by USA Cycling and any supplemental insurance coverage placed by Experience Fayetteville to protect the Event organizers and sponsors in connection with the Event,; (2) shall be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; and (3) shall provide that coverage may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Experience Fayetteville.

(b) Experience Fayetteville Provided Insurance: Throughout the term of this Agreement and for the duration of the Event, Experience Fayetteville shall provide and maintain as an Event expense the following policies of insurance which shall protect Experience Fayetteville and Medalist on a primary and "Named Insured" basis from any and all Claims arising out of or in connection with the Event:

(i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability (applying to the terms and conditions of this Agreement), products-completed operations,

personal and advertising injury, participant legal liability, premises damage legal liability, fireworks liability (if applicable), liquor liability (if applicable), contingent/incidental medical professional liability, property damage and bodily injury liability (including death).

(ii) Automobile Liability insurance covering liability arising out of the use, maintenance or operation of any vehicles (including motorcycles) in connection with the Event, with limits not less than \$1,000,000 each accident combined single limit for bodily injury and property damage; and Auto Physical Damage providing coverage for Comprehensive and Collision related damages to the Vehicles used in connection with the Event.

(iii) Workers' Compensation insurance covering Experience Fayetteville's employees who are providing support in connection with the Event, with limits as required by statutory law, including Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.

(iv) Umbrella and/or Excess Liability insurance with limits not less than \$4,000,000 each occurrence shall apply in excess of and on a following form basis to the primary Commercial General Liability, Automobile Liability and Employer's Liability policies.

(v) Participant Accident insurance covering all athletes, coaches, officials and Event volunteers participating in the Event with limits not less than \$10,000 per participant for Accident Medical coverage and \$1,000 per participant for AD&D coverage.

(vi) Any other insurance necessary and appropriate for the organization and staging of the Event and related functions and activities.

All insurance to be maintained by Experience Fayetteville shall be (1) primary to any insurance maintained by Medalist with respect to Claims arising out of the Event; (2) shall include both Experience Fayetteville and Medalist as Named Insureds (except for the Workers' Compensation policy); (3) shall be written by insurance companies with ratings of "A" or better in the latest edition of the A.M. Best key rating guide; and (4) shall provide that coverage may not be materially changed, reduced or canceled unless thirty (30) days prior written notice thereof is furnished to Experience Fayetteville and Medalist.

Experience Fayetteville shall be responsible for the cost of (1) any deductibles under the Event insurance policies; and (2) any Claims that are not covered under or have the potential for liability in excess of the limits afforded through the USA Cycling and supplemental insurance policies covering the Event.

At least 30 days prior to the Event, Experience Fayetteville shall deliver to Medalist copies of the insurance policies placed in connection with the Event.

In the event that Experience Fayetteville neglects, refuses or fails to provide or maintain any of the insurance required under this Agreement or if such insurance is canceled for any reason, Medalist shall have the right, but not the duty, to procure or maintain the same. In the event Medalist does procure or maintain such insurance, Medalist shall have, in addition to any and all other available remedies, the right to recover from Experience Fayetteville all of the costs associated with procuring or maintaining such insurance.

Inclusion and Priority of Documents

The Medalist's Proposal (and any documents referenced therein) are incorporated into this Contract by reference and form an integral part of this Contract. In the Event of a conflict between Medalist's Proposal and the Contract, the Contract shall govern.

Taxes

Medalist will pay all taxes lawfully imposed upon it with respect to this Agreement. By this paragraph, Experience Fayetteville makes no representation whatsoever as to the liability or exemption from liability of Medalist to any tax imposed by any governmental entity.

Compliance with All Laws

Medalist shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to its performance pursuant to this Agreement.

Survival of Representations

The terms, provisions, representations and warranties contained in this Agreement shall survive the termination of this Agreement.

Notice

All notices under this Agreement shall be deemed duly given: Upon delivery, if delivered by hand or overnight delivery (against receipt); or three days after posting, if sent by Registered or Certified Mail, Return Receipt Requested; to a party hereto at the address set forth below or to such other address as a party may designate by notice pursuant hereto:

Medalist Sports, LLC:

Medalist Sports, LLC
P.O. Box 415
Tyrone, GA 30290
Attn: Chris Aronhalt

Experience Fayetteville:

Experience Fayetteville
Attn: Molly Rawn
21 S. Block Ave.
Fayetteville, AR

Time Is Of The Essence

Time is of the essence in this Agreement. Any reference to "days" shall be deemed calendar days unless otherwise specifically stated.

Severability

Any section, subsection, paragraph, term, condition, provision or other part (hereinafter collectively 'part') of this Agreement which is judged, held, found or declared to be voidable, void, invalid, illegal or otherwise not fully enforceable shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect as set out herein. Any agreement of the parties to amend, modify, eliminate or otherwise change any part of this Agreement shall not affect any other part of this Agreement, and the remainder of this Agreement shall continue to be of full force and effect as set out herein.

Publicity

Any publicity pertaining to or produced for this Agreement, including, but not limited to, notices, information pamphlets, press releases, research, reports, signs, print media and similar public notices prepared by or for Medalist shall identify Experience Fayetteville and Experience Fayetteville as sponsoring institution, and shall not be released prior to approval by Experience Fayetteville; however, Medalist may reference this Agreement in proposals for other contracts without approval.

Authority

Experience Fayetteville's Executive Director, is authorized to sign this Agreement on behalf of Experience Fayetteville pursuant to the provisions of Experience Fayetteville operating agreement. Medalist warrants that it has full power and authority to enter into and perform this Agreement, and the person signing on behalf of Medalist has been properly authorized and empowered to enter into this Agreement. Medalist further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

Parties Bound

This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective heirs, executors, administrators, legal representatives, successors and assigns.

Choice of Law and Venue

This Agreement shall be governed in all respects by the laws of the State of Arkansas. Any lawsuit or other action based upon or arising from this Agreement shall be brought in a Court or other forum of competent jurisdiction in the State of Arkansas.

Amendments in Writing

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

NO REPRESENTATION, REQUEST, INSTRUCTION, DIRECTIVE OR ORDER, MADE OR GIVEN BY ANY OFFICIAL OF MEDALIST OR THE EXPERIENCE FAYETTEVILLE, WHETHER VERBAL OR WRITTEN, SHALL BE EFFECTIVE TO AMEND THIS AGREEMENT OR EXCUSE OR MODIFY PERFORMANCE HEREUNDER UNLESS REDUCED TO A FORMAL AMENDMENT AND EXECUTED AS SET FORTH ABOVE. MEDALIST SHALL NOT BE ENTITLED TO RELY ON ANY SUCH REPRESENTATION, REQUEST, INSTRUCTION,

DIRECTIVE OR ORDER AND SHALL NOT, UNDER ANY CIRCUMSTANCES WHATSOEVER, BE ENTITLED TO ADDITIONAL COMPENSATION, DELAY IN PERFORMANCE, OR OTHER BENEFIT CLAIMED FOR RELYING UPON OR RESPONDING TO ANY SUCH REPRESENTATION, REQUEST, INSTRUCTION, DIRECTIVE OR ORDER.

Other Provisions

Additional obligations of Medalist not specified in the agreement or in Medalist's proposal:

- a. All requirements described in this Agreement and all representations set forth in Medalist's Proposal.
- b. Medalist agrees not to start any new work which is not within the scope of the approved budget without the prior written approval of the Managing Member of Experience Fayetteville
- c. Within the scope of the approved budget, Medalist is authorized to purchase necessary materials and services required to produce and stage the Experience Fayetteville event, requested by Experience Fayetteville. All such materials and services shall become the Experience Fayetteville's property upon purchase, except in such cases when it is impossible or impractical to purchase such materials. In such cases, Medalist is authorized to negotiate and purchase the rights to lease and/or rent materials and services, as approved by Experience Fayetteville
- d. Medalist agrees to exercise its best judgment in the preparation of and recommendations for executing the Event for Experience Fayetteville, with a view toward avoiding any claims, proceedings, or suits being made or instituted against Experience Fayetteville or Medalist. All Operational/Advertising/Marketing/Public Relations/Communications efforts or materials by Medalist related to the Event shall be approved by the Experience Fayetteville prior to public dissemination.
- e. Nothing contained in the Agreement shall be deemed to require that Medalist undertake any action (operational activities, prepare any advertising material or publicity, or cause the publication of any advertisement or article, etc.) which, in Medalist's judgment, would be misleading, indecent, libelous, unlawful, or otherwise prejudicial to either Experience Fayetteville or Medalist's interest.
- f. Except as described in section 1.B, all work products and materials created for this Agreement or for the Event are the sole property of the Experience Fayetteville, and are to be surrendered to the Experience Fayetteville upon demand.
- g. Neither Medalist nor any of its agents, servants, or employees shall become or be deemed to become servants or employees of the Experience Fayetteville. Medalist and all such agents, servants, and employees shall for all purposes be deemed to be independent contractors, and this Agreement shall not be construed so as to create partnership or joint venture between Medalist and Experience Fayetteville, or any of its other contractors.
- h. Direct Reimbursable Expenses - Prior Approval of Experience Fayetteville

Medalist agrees to secure the Experience Fayetteville's prior written approval of all direct reimbursable efforts.

Obligations of Experience Fayetteville

- a. Experience Fayetteville agrees to aid Medalist in these efforts by making available to Medalist certain relevant information pertaining to the Event and to cooperate with Medalist in expediting its work.
- b. Experience Fayetteville shall be responsible for verifying the accuracy, completeness, and propriety of information concerning the event and its products and services that Experience Fayetteville furnishes to Medalist in connection with the performance of this Agreement.
- c. Experience Fayetteville agrees to be financially responsible for all expenditures approved by it and for any service charges relating thereto, in accordance with the provisions of this Agreement.

Costs and Expenditures

Experience Fayetteville shall reimburse Medalist for all costs incurred and expenditures made on behalf of Experience Fayetteville for approved work, except as specifically provided herein. In addition, Experience Fayetteville shall compensate Medalist as provided in "Compensation", below.

Experience Fayetteville will pay Medalist its Management Fee (Fee), invoices for direct reimbursable expenses and for subcontracts approved by and executed on behalf of Experience Fayetteville and Experience Fayetteville.

Experience Fayetteville will not reimburse Medalist for travel expenses unless such travel has the prior written approval of the Experience Fayetteville. All costs and direct reimbursable expenses will be billed as described below.

Medalist shall provide a monthly invoice to the Experience Fayetteville, which itemizes all costs and direct reimbursable expenses.

Compensation

Experience Fayetteville will compensate Medalist for the services provided under the terms of the agreement:

Management Fee ("Fee"):

- 1) A total fee of \$231,000, for production presented services as related to the 2021 and 2022 events. Management fee will be paid in the following schedule beginning with the month of May 2021 and concluding the month of April 2022, based upon successful completion of that month's services, and further based on the installment schedule as detailed in Medalist's Proposal.
 - a. Contract Period (April 2021 – March 31, 2022)
 - i. \$19,250 monthly payments
 - ii. Payments due 1st of each month
 - iii. First payment due May 1, 2020 and final payment due March 31, 2022

- 2) Direct Reimbursable Expenses: Authorized out-of-pocket and reimbursable expenses will be invoiced and paid on an actual cost basis. Detailed backup shall be provided to support all invoiced costs. NOTE: As Experience Fayetteville is primarily financed by private corporate sponsorships, all travel, lodging or meal reimbursement shall be subject - to the extent practicable - to the per diem limits established by the policies of Experience Fayetteville.

Payment

Medalist shall bill Experience Fayetteville on a monthly basis not earlier than the first day of the calendar month following completion of the work to be billed. Experience Fayetteville agrees to make payment in full on each invoice within fifteen (15) days of the Experience Fayetteville receipt and approval of the invoice, except as provided below:

Experience Fayetteville may withhold payment of any itemized amount appearing on Medalist's "Fee and Direct Reimbursable Expenses" statement which the Experience Fayetteville questions as a correct and reasonable expense, until such questions are resolved.

Experience Fayetteville and Medalist mutually agree that any billing problems arising under the provisions of subsections (a) will be resolved by the parties as expeditiously as possible.

Entire Agreement

This written Agreement, including all documents incorporated herein, constitutes the entire agreement between the parties with respect to the subject matter; and, all other prior and contemporaneous agreements, representations, statements, negotiations, and undertakings are superseded hereby.

THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT, AND AGREE TO BE BOUND BY ALL TERMS, CONDITIONS AND PROVISIONS OF THIS AGREEMENT, AS INDICATED BY THEIR SIGNING OF THIS AGREEMENT.

Experience Fayetteville:

By: _____ Date: _____

Name: Molly Rawn

Title: CEO

Medalist Sports, LLC:

By: _____ Date: _____

Name: Chris Aronhalt

Title: Owner/President

Exhibit A

Medalist Sports Scope of Services & Proposal Experience Fayetteville

Project Focus

2021 FayetteCross (UCI World Cup), Fayetteville, AR – October 13

2022 UCI Cyclo-cross World Championships, Fayetteville, AR – January 29/30

Term

April 21, 2021 – March 31, 2022

Proposal

- Monthly management fee for consultation services only (Operating Budget is separate)
- Reimbursement of pre-approved travel expenses (airfare, hotel, car rental, per diem, misc.)
- Medalist Sports to be listed as a Named Insured on the USAC permit, as well as Medalist insurance policy to be secondary to the primary policies provided by Experience Fayetteville.
- All contracts and payments to be executed by Experience Fayetteville.

Project Team (11-12 people), in coordination with Experience Fayetteville

- Owner/President – Medalist Sports
- VP, Finance – Medalist Sports
- Project Director (includes oversight of UCI Bid Manual requirements)
- COVID Officer (in coordination with local medical partner)
- Technical/Competition Director
- Operations Director
- Production/Venue Director
- TV/Broadcast Oversight
- Marketing/PR/Sponsorship (Sales) Oversight & Strategy
- Media Operations
- Client Service/Signage Manager
- Hospitality Director (and support of Ancillary Events)
- Ticketing Operations Manager
- Volunteer Management

Proposed Areas of Service

Project Management/UCI Liaison

- Input into the development, as well as implementation, of a project management plan including timelines, action items, project status calls and reports, as well as direct communication with key stakeholders – Experience Fayetteville, USA Cycling and UCI
- Development of a Local Organizing Committee, comprised of local leaders and enthusiasts (volunteer basis) focused on specific areas of function
- Oversight, communication and implementation of all requirements outlined in the UCI Bid Requirements Manual (dated 2019), as well as key liaison for communications and planning
- Input into the development, as well as tracking, of an operational budget
- Planning, collaboration and execution with the local MS Bike committee and volunteers, per market
- Develop written reporting mechanism
- Schedule and conduct regular update meetings/conference calls, as well as in-market site-visits
- Wrap Up Reports/Meeting – Medalist will submit wrap up report for the event in a timely manner (30 days). Report will provide a candid portrayal of event and ways to continually improve moving into future event.

Admin/Finance/Risk Management

- Development, coordination and frequent updates of overall project budget.
- Sourcing, hiring and managing all required staff (salary costs, including worker compensation fees, to be reimbursed by Experience Fayetteville operating budget).
- Distribution of staff per diems (final amount pre-approved by Client. Per diem costs to be reimbursed by operating budget).
- In coordination with the Client, Medalist to apply its expertise in the following areas of Risk Management, and develop proper plans:
 - Risk Identification and Exposure Analysis
 - Development of Risk Management Strategies
 - Insurance Placement and Consultation (Auto, Participant, GL, Umbrella, Participant Accident, Liquor Liability)
 - Contract Templates & Waiver Review
 - Certificate of Insurance Administration (COI)
 - Claims Management

COVID Protocols and Mitigation Plan

- In coordination with USA Cycling and the UCI, as well as State/County and City public health officials, Medalist to evaluate and identify areas of precaution, planning and execution with regard to proper standards, best practice and safety standards.
- In collaboration with the event medical partner, Medalist to contribute and create a working COVID Mitigation Plan, including proper testing and symptom monitoring.
- Medalist to collaborate with Experience Fayetteville, on areas of innovation as related to participant safety, interaction and communication.

Technical/Competition Director

- Assist with NGB team presentations and communications
- Assist with NGB team invites, inquiries and communications regarding travel & logistics
- Coordination of international team travel with Director of Operations, event travel partners and logistics company
- Oversight of international team needs – ie Visa applications, special travel requests, special vehicle requests
- Participation and support of Project Director during Team Manager's / Official's meeting
- Input into course design, technical aspects, etc (as necessary)
- Development and review of Event's Technical manual, Housing manual, etc
- Review, understanding and input on UCI regulations and protocol
- On-site team liaison and trouble-shooter
- Provision of directions and schedule instructions to NGB teams during event
- Assist with TV & production as related to gaining key interviews, etc
- Post event – assistant with reconciliation of NGB team expenses, as well as gaining proper feedback on event improvement
- Coordination and development of commercially utilized route & venue maps (as necessary)
 - For use on website, and appropriate marketing materials
- Create and update the following working items: (as necessary)
 - High quality printable maps (internal use only), Elevation profiles
 - Electronic maps and logs, as appropriate
- Produce Event Technical Guide to UCI specifications:
 - Creation of all UCI mandated materials (rules, profiles, maps, etc.)
 - Basic course logs for public distribution
- Coordinate and Communicate with Race Officials:
 - Act as liaison with officials and provide pre-event information
 - Attend all Officials meetings, including Managers Meeting
- Communications:
 - Work with radio contractor to assure appropriate equipment and frequencies
 - Coordinate with outside agencies on interoperability
- Coordinate with Arkansas Highway Patrol, and City of Fayetteville:
 - Consult on appropriate staffing for venue
 - Conduct training with event detail
 - Attend conference calls and meetings as needed
 - Act as liaison/manager on site
- Coordinate anti-doping procedures in conjunction with the UCI
 - Work with Doping Control Officer to assure needs are met
 - Coordinate staff in regard to locations, chaperones, etc.
 - Work with LOCs to secure doctors for testing
- Coordinate with Production Director to review start and finish line layouts
 - Reviews for safety and compliance with UCI rules
 - Review feasibility of layouts (parking, access, etc.)
 - Assists with developing and implementing parking plan
- Consult on Course aspects
 - Examines courses for dangerous areas and relays info to appropriate parties
 - Assures courses are in compliance with UCI rules
 - Makes competitive suggestions to Project Director and Experience Fayetteville

- Coordinate Race Medical Plan – ambulance services and race doctors
 - Coordinates with Race Doctors to assure appropriate coverage, supplies, etc.
 - Coordinates with ambulance contractor for coverage
 - Liaison with LOCs for medical questions and needs
- Coordinate with local officials traffic management plans
 - Advises contractors and Course Director when creating plans
 - Reviews plans for feasibility
- Supervise various on-site vendors and contractors, ie Timing/Photo Finish
- Works with Chief Marshal on security & volunteer needs
- Management and Supervision of Staff and Contractors
 - Neutral Support
 - Routing and Signs
 - Officials
 - State Police / City Police
 - Timing and Results
 - Medical Team
 - Anti-Doping staff
 - Security Team
 - Course Marshals / Volunteers
 - Communications
 - Command Center

Operations (in coordination with Experience Fayetteville)

- Identify, Establish and Manage hotel block for Entourage, UCI officials and appropriate NGBs. Areas of responsibility include facilitation contracts, rooming lists, relationships with hotels, housing manual, functional groups and travel patterns, key host relationships
- Reconcile hotel final invoices
- Manage NGB team advance/logistics – coordinate with Competition Director
- Create/Manage box lunches where appropriate
- Create/Manage Credentials & Uniforms: process and vendor selection
- Coordinate necessary Air Transportation, as necessary
- Oversight of Ground Transportation/Transportation Director (Experience Fayetteville budget line item) to create shuttle system for spectators, volunteers, VIPs
- Coordinate Vehicle Assignment: supply key information to Transportation Manager to distribute and manage vehicles
- Create/Manage Functional Space and Technical needs: arrange and manage functional space for team meals, race office, in-processing, ad hoc meetings
- Manage/Create In/Out processing
- Source and produce proper uniform packages (bids and production)
- Development of proper Credential system and access control zones for all functional groups

Production/Venue Director

- Coordinating and communications of all course details, specifics and timelines with the Local Organizing Committee (Experience Fayetteville).
- Provide support to Event for the execution of all necessary permits and approvals, from jurisdictions, venues and cities.

- Creating an electronic technical site plan for Start and Finish staging areas, course design and elements, ensuring all critical functions are integrated – including, but not limited to: Sponsor Expo, media and photographers, VIP Viewing, Hospitality/sponsors, local ancillary events and festivals, Television and Production, competitors, spectators, team parking, staff parking, vendor parking, concessions, portable toilets.
- Incorporating and utilizing, where necessary and practical, any staging equipment, barricades, stages, etc., that may be available from the host venue.
- Management of start/finish supplies and equipment to include, but not limited to, course-siding fencing, truss system, awards stage, registration stage, hospitality/VIP viewing stage, media viewing tent, officials and judges viewing tent, sound platform, announcers platform, timing/photo/results platform, run-in signs, signage, feed zone signage, feed-zone equipment, sandbags, genie systems, cones and barrels, snow fencing, hay bales, lap board sign frames, lap bell, light bars, and generators.
- Assistance in coordination of TV production needs in terms of placement, clearances, and lines of sight with necessary third-party vendors (Big Screens, VIP monitors, cabling, up and down links).
- Organizing timelines and schedules build production, including tent crew build times in accordance with local permits, staff call times, vendor call times, team arrivals, ceremonies, and tear down.
- Management of construction crew and build foreman, site decoration staff, site restoration crews, and security.
- The on-site management of the Start/Finish area support equipment (tenting, bleachers, crowd control, etc.), construction crew, site decoration staff, staging, sound, security (course and overnight).
- Coordinating local vendors – proposals, contracts, services, and COIs.
- Attend pre-race site visits to appropriate venue.
- Coordinating and communications of all course details, specifics and timelines with each properly identified Local Organizing Committee

TV Broadcast/Oversight

- Facilitation of all UCI broadcast requirements and expectations of right's holders
- Oversight with developing and managing on-site TV production needs and contract with necessary third-party vendors
- Assist with third-party organization hired to produce turnkey broadcast coverage and distribution

Marketing/Communications/Sponsorship Strategy (with Experience Fayetteville)

- Development of Revenue Strategy and Partner Management
- Assistance with Sponsorship Proposals and Solicitation
- Development of appropriate Merchandise partners and 3rd party licensing agreements
- Support of Marketing Strategy/Plan (Regional, Local, Industry, National, International)
 - Marketing Activation
 - Brand Management (led by Experience Fayetteville)
 - Development of Key Artwork (led by Experience Fayetteville), excludes graphic design costs
 - Website Development and Content Management

- Development of a Post Event Summary of key stats, results and photos for sponsors, government officials, etc
- Support of Communications Strategy/Plan (led by Experience Fayetteville)
 - Public Relations
 - Press Releases
 - E-Newsletters
 - Social Media
 - Crisis Communications Plan
- Media Operations (Event)
 - Press conferences and media workroom
 - Photog relations

Client Service – Sponsor Fulfillment, Signage and Hospitality Program

- Assist with the identification of proper inventory and sales assets.
- Coordinate with Experience Fayetteville the management and tracking of remaining and sold assets.
- Development and input into sponsor presentations and benefit strategy.
- In coordination with Experience Fayetteville and UCI, management of the delivery and fulfillment of sponsor packages and benefits.
- Oversight of production of all signage, including, but not limited to, banners, decals, technical signage, etc.
- Support of Sponsor Symposium (video call)
- Oversight of Start and Awards Ceremonies.
- Oversight of hospitality program (event budget to pay for support hospitality staff, catering, etc)
- Development and input into overall Hospitality budget, including catering
- Coordinate all ice and beverage product orders and delivery
- Coordinate wine and beer orders with vendor
- Secure security staff, with help from Production Director
- Coordinate hospitality staff and VIP tent set-up, and access control
- Coordinate décor and floral options
- Coordinate VIP ticketing/credential process with Project Director

Volunteer Program/Oversight

Pre-Event

- Work with Experience Fayetteville to define volunteer program and approach
- Coordinate with all functional areas within the organization to determine volunteer needs
- Work with Experience Fayetteville on best methods to recruit volunteers
- Manage volunteer matrix and work with client to interface volunteer needs with volunteer registration software
- Manage the volunteer registration system – reports, updates, changes and volunteer numbers
- Recruit and schedule volunteers per volunteer matrix
- Create volunteer communications timeline
- Create and distribute Volunteer Handbook
- Communications – communicate shift times to volunteers and updates that may occur.
- Confirm volunteers event week
- Host volunteer orientation and training
- Facilitate the signing and collection of all volunteer waiver forms

- Work with marketing team to create grassroots marketing effort and timeline
- Manage day of volunteer check-in, t-shirt distribution, volunteer lunch program and shift changes
- Collect signed volunteer waiver forms during event

Post Event

- Inventory all left over volunteer t-shirts
- Turn in signed volunteer waiver forms
- Send post event “Thank You” to all volunteers
- Create demographic report and database to Experience Fayetteville

Ticketing Management / Operations

- Development and oversight of proper ticketing system for spectators, VIPs, sponsors, and including UCI requirements
- Input into proper ticketing system for spectators and Hospitality

Ancillary Events (in coordination with Experience Fayetteville and UCI)

- Medalist will support the planning, production and execution elements related to respective ancillary events at the venue.
 - UCI Management Committee Meeting
 - Kick-off / UCI Gala

Operating Budget

Proposed Cost of Services includes costs associated with staff time and consultation services only. Operating line items and reimbursable expenses are separate.

Proposed operating budget to be developed and controlled by Experience Fayetteville, with appropriate input from Medalist.

EXHIBIT B

Experience Fayetteville

GENERAL DUTIES

Experience Fayetteville will oversee the following areas related to the Event:

- Secure all necessary revenue for the agreed-upon annual Event operating budget.
- Establish financial procedures for all areas of Event accounting including, revenues, VIK support, expenses, per diem, freelance contractors, service providers, management fees and general policies.
- Establish guidelines and policies for travel and entertainment.
- Establish guidelines for VIP protocol and gifts.
- Organize and secure all Event and sub-contractor insurance policies required by the sanctioning bodies, city and state authorities and necessary to conduct an Event of this scope.
- In coordination with Medalist, review certificates of insurance issued by third parties to ensure compliance with the contractual insurance requirements.
- Oversee, organize and conduct a sponsorship sales program including solicitation, presentations, and fulfillment of benefits.
- Maintain an Event website.
- Oversee and conduct an Event marketing program which advertises, promotes and activates the Event to spectators, fans, media and sponsors.
- Oversee and develop an Event logo, look and mission.
- Secure the multi-agency cooperation from the City of Fayetteville (in coordination with Medalist).
- Prepare and execute all agreements relating to the Event.
- In coordination with Medalist, develop waiver and release forms for use with participants and volunteers.
- Collaborate with Medalist to coordinate all event risk management efforts, including, but not limited to, safety and loss control initiatives, emergency medical response plans, claims reporting procedures and forms and on-site claims management.

EXHIBIT C

Operating Budget

Proposed Cost of Services includes costs associated with above staff time and services only (as listed on page 3). Operating line items and reimbursable expenses to be mutually agreed upon and added as an Exhibit C (Operating Budget) to this contract.