

CITY OF MARSHALL

RED BARON ARENA & EXPO AND AMATEUR SPORTS COMPLEX SERVICE

AGREEMENT WITH MARSHALL VISITORS AND CONVENTION BUREAU

THIS AGREEMENT, made and entered into this 1st day of January 2025 by and between the Marshall Visitors and Convention Bureau, whose address is 1651 Victory Drive, Marshall, MN 56258 (hereinafter referenced as CVB), and the City of Marshall, Marshall, MN 56258, (hereinafter referenced as CITY) as follows:

WHEREAS, the parties desire to enter into a service agreement for the purpose of marketing, promoting, sponsor relations and scheduling the City of Marshall owned facilities of the Red Baron Arena & Expo and Amateur Sports Complex in accordance with the City Code of Ordinances Chapter 70 Taxation Article IV Food and Beverage Tax; and

WHEREAS, the private-public partnership outlined in this agreement will create operational efficiencies, maximize limited financial resources, and create a more coordinated community effort to increase users of the Red Baron Arena & Expo and Amateur Sports Complex; and

WHEREAS, we must foster relationships which allow contribution of our individual skills toward the common goal, and promote the individual strengths and unique characteristics of each entity to best provide a full service experience for our visitors and users; and

WHEREAS, CVB will serve as a facilitator, and will provide the services pursuant to terms and conditions as set forth herein; and

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- 1) CVB Scope of Services Subject to the terms and conditions of this agreement, CVB agrees to provide administrative services to market, promote and schedule the City of Marshall's Red Baron Arena & Expo and Amateur Sports Complex including, but not limited to:
 - a. CVB will assist in the development of an annual budget, updated as needed with input and approval from the Parks and Recreation Superintendent, City Administrator, and City Council.
 - b. CVB will assist in the development of a marketing plan, updated as needed with input and approval from the Parks and Recreation Superintendent and City Administrator. The plan will identify the marketing and promotions of these facilities. The plan shall include clearly articulated vision, goals, objectives, and tasks as well as ongoing performance measures.
 - c. CVB will assist in the development of all related user fees and sponsorships.
 - d. The CVB shall directly involve the designated sports commission in planning and pursuit of strategic alliances, partnerships, and agreements as it may relate to this Agreement and future amendments.
 - e. CVB will provide staff to compose letters, memorandum, and other business correspondence, assist with the management of the designated sports commission related

files and projects, coordinate meeting agendas, and participate in presentation of information at meetings.

- f. CVB will provide staff to maintain the Red Baron Arena & Expo’s website and social media.
- g. CVB will assist in maintaining facility schedules and related contracts for users at the Red Baron Arena & Expo.
- h. CVB will provide an annual presentation (written and/or oral) of outcomes/status updates to the City Council.
- i. City of Marshall will have final approval on large bookings as they have the ability to negatively impact the budget.

2) Event Roles:

ROLES	RESPONSIBLE PARTY	DESCRIPTION
Recruiting/Event sourcing	CVB	Develop and maintain solid relationships with organizations/exhibitors.
Online Scheduling/rschool calendar	CVB	Confirm/deny date and time. Add to calendar. *City meetings/events are booked through City staff
Concession/Studio 1 Communications	CVB	Identify which dates need coverage for events.
Event Contracts/Documents	CVB	CVB originates the schedule, sends out the contract and secures the signed contracts.
Advertising and Marketing	CVB	Create plan to market and communicate the event. Update website and social media outlets. Implement traditional and digital marketing campaigns.
Event Planning Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Detailed description of event needs. Coordinate logistics (food, location, participants, supplies needed, etc.).
Set-up	City Maintenance Crew	Coordinate event needs (set-up chairs/tables/etc.).
Event Manager	CVB	Attends event.
Tear Down	City Maintenance Crew	Clean up.
Post-event Meeting	CVB Rep/Event Manager --Develop Agenda City Rep Maintenance Sound Technician	Review the successes and challenges of the event and determine areas needing improvement.

Billing/Collection	City	Send invoices for event and collect payment.
Manage Sponsorship agreements/ add additional revenue dashers/bb/sb complex/outfield signage	CVB	Create and market sponsorship programs.
Tracking of reservations on a shared platform outside of Finnly to be updated in a timely manner by all parties	CVB / Studio 1 / City Staff	Utilize external spreadsheet or platform that all parties have access to fully list all events and due dates.

3) Governance

- a. The CVB Director or their designee shall coordinate with designated City officials in preparation of agendas and be responsible for presentations at the Marshall Sports Commission meetings.

4) Staff

- a. The staffing and management of the CVB is the responsibility of the CVB Board of Directors, who will assume full responsibility for employment, discharge and day-to-day management of the CVB.
- b. The CVB represents that it is skilled in the matters addressed in the Scope of Services and is performing independent functions and responsibilities within its field of expertise. The CVB and its personnel are independent contractors and not employees of the City. As an independent contractor, the CVB is responsible for its own management. The City's administration and enforcement of this Agreement shall not be deemed an exercise of managerial control over the CVB or its personnel.

5) Reports and Information: In addition to Marshall Ordinance Article II Section 70-22, when requested by the City, the CVB shall furnish periodic reports and documents on matters covered by this Agreement. The reports and documents shall be furnished in the time and form requested. Such reports and documents shall include: list of special events sponsored by the CVB with the amount of revenue expended on each festival, special event or tourism-related facility; the estimated number of tourists and/or persons traveling over fifty miles to the destination, and the estimated number of lodging stays generated per festival or tourism-related event.

- a. Collaboration with the Parks & Recreation Superintendent, Executive Committee of the designated sports commission and CVB Director is essential.
- b. CVB will provide other staff or consultants as determined necessary to provide services as outlined herein within given budget.
- c. CVB will facilitate regular quarterly meetings with City staff to discuss business projects, share information on pending projects, develop appropriate responses and provide updates.
- d. CVB staff is expected to participate in regional and state organizations and efforts related to activities of the designated sports commission.

- 6) Payment and Terms Monthly payments for services in the amount of \$7,000 shall be paid by the 1st of the month for that service month, on a monthly basis by the City of Marshall. These payments will cover all costs associated with providing all related costs.

All payments shall be made to Marshall Convention & Visitors Bureau, 1651 Victory Drive, Marshall, MN 56258.

- 7) Indemnity and Duty to Defend Each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law. CVB agrees to defend, indemnify and hold the City, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of CVB or of its agents or contractors related to the performance of this Agreement. The City agrees to defend, indemnify and hold CVB, its officers, employees, and agents harmless from any and all liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the negligent acts or omissions of the City or of its agents or contractors related to the performance of this Agreement. The party seeking to be indemnified and defended shall provide timely notice to the other party when the claim is brought. The indemnifying party shall retain all rights and defenses available to the indemnified party. Nothing in this Agreement constitutes a waiver of any limits on liability, immunities, or exemptions from liability available to either party under Minnesota Statutes, chapter 466 or other law.
- 8) General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.
- 9) Termination Provision The Agreement shall become effective January 1st 2025 and continue until December 31st, 2025. Both parties hereto reserve the right to terminate or amend the terms of this Agreement by providing thirty (30) days written notice to the other party. Written notice of termination shall be provided to the parties at the following addresses:

Marshall Convention and Visitors Bureau
1651 Victory Drive
Marshall, MN 56258

Office of the City Administrator
344 West Main Street
Marshall, MN 56258

Upon termination of this Agreement, all electronic and hard files and their content shall be provided to the City of Marshall at no cost.

IN WITNESS WHEREOF, the parties have hereinto executed this Agreement the date and year first above written.

City of Marshall, Minnesota

By: Robert J. Byrnes
Its: Mayor

City of Marshall, Minnesota

By: Steven Anderson
Its: City Clerk

Marshall Convention and Visitors Bureau

By: Keith Petermeyer
Its: Board Chair

By: Cassi Weiss
Its: Executive Director

MARSHALL CONVENTION AND VISITORS BUREAU SERVICE AGREEMENT

WITH THE CITY OF MARSHALL

THIS LEASE AGREEMENT, made and entered into this 1st day of January 2025 by and between the City of Marshall, whose address is 344 West Main Street, Marshall, MN 56258, and the Marshall Convention and Visitors Bureau, whose address is 1651 Victory Drive, Marshall, MN 56258, a 501 (c)(6) Corporation (hereinafter referenced as CVB) as follows:

NOW, THEREFORE, in consideration of the mutual agreements as set forth herein, the parties hereto agree as follows:

- A. Rental Agreement: Subject to the terms and conditions of this agreement, City of Marshall agrees to provide rental services to the CVB, including but not limited to:
 - Office space, Wireless internet, meeting space (if rental schedule allows) cleaning, garbage, recycling, & snow removal to the Convention & Visitor Bureau.
 - Utilities. The City of Marshall agrees to provide such heat, electricity, water, and sewage services as are reasonably necessary for Tenant's operations at no additional cost to Tenant.
 - This agreement allows the CVB to utilize the meeting rooms in the arena, but the community rentals will take priority over the CVB rentals.
- B. Payment and Terms CVB shall pay to City of Marshall monthly payments for Rent in the amount of \$400 per month on the first day of each and every month.
 - a. All payments shall be made to City of Marshall, 344 West Main Street, Marshall, MN 56258.
- C. Mutual Indemnification Obligations City of Marshall agrees to defend, indemnify, and hold harmless CVB against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of CVB and/or those of its employees or agents. CVB agrees to defend, indemnify, and hold harmless City Of Marshall against any and all claims, liability, loss, damage, or expense arising under the provisions of this agreement and caused by or resulting from negligent acts or omissions of City of Marshall and/or those of its employees or agents. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
- D. Liability Insurance the CVB will carry public liability insurance with 1,000,000 per occurrence & 3,000,000 general aggregate.
- E. Marshall Convention & Visitors Bureau shall obtain and maintain continuously in effect at all
 - a. times during the term of this Lease, at their sole expense, insurance written by a company licensed to do business in the State of Minnesota of the type and having limits at least as large as those set forth herein.

- b. Such insurance shall name the City Of Marshall/ Red Baron Arena & Expo as an additional insured thereunder and shall contain provisions requiring at least thirty (30) days advance notice to the Landlord of the termination or cancellation of all such insurance. Tenant shall provide Landlord with copies of certificate of insurance for all policies required herein evidencing such policies. Tenant shall deliver certificates of such insurance to Landlord before occupying the Facility and installing any equipment.

(1) Owner's, landlord's and tenant's insurance: Tenant shall insure or self-insure their own personal property located on the lease premises.

- Workers' compensation insurance: meeting or exceeding statutory requirements.
 - General liability insurance in the amount of \$1,000,000 for injuries to any one person, \$1,000,000 for any one accident and \$100,000 for property damage or, in the alternative, combined single limit coverage of at least \$1,000,000.
 - It is understood that the specified amounts of insurance stated herein shall in no way limit the liability of the Tenant.
 - Except in the case of the willful or negligent act or omission of Landlord, its agent or employee, Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, damages, liabilities and expenses (including attorney's fees) brought or incurred because of any injury to person(s) or damage to property arising from the use, occupancy or control of the Facility by Tenant.
- F. General Provisions This Agreement shall be governed by the substantive laws of the State of Minnesota without regard to conflict of law principles. The Agreement constitutes the entire understanding and agreement between the parties hereto and their affiliates with respect to its subject matter and supersedes all prior or contemporaneous agreements, representatives, warranties and understandings of such parties (whether oral or written). No promise, inducement, representation or agreement, other than as expressly set forth herein, has been made to or by the parties hereto. This letter may be amended only by written agreement, signed by the parties to be bound by the amendment. Evidence shall be inadmissible to show agreement by and between such parties to any term or condition contrary to or in addition to the terms and conditions contained in this letter. This letter shall be construed according to its fair meaning and not strictly for or against either party.
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