

**Fayetteville Advertising and  
Promotion Commission**

**October 23, 2023**

Location: Fayetteville Town Center, 15 W. Mountain Street

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

Staff: Molly Rawn, CEO

**Agenda**

- I. Call to order at 2:00 p.m.
- II. Old Business
  - A. Review and approval of September minutes.
- III. New Business
  - A. CEO Report. An executive overview of the previous month.
  - B. Financial Report. Jennifer Walker, Vice President of Finance.
  - C. Marketing Report. Sarah King, VP of Marketing and Communications, Mike Sells, Sells Agency.
  - D. Marketing Agency of Record Committee Update. Andrew Prysby.
  - E. Vote. Contract with Music Cities Events Unlimited. *A contract for Fayetteville to host the 2025 Music Cities Convention, memo attached.*
  - F. Folk School of Fayetteville Presentation. *Bernice Hembree will present an update on the project's progress thus far.*
  - G. Vote. Distribution of the final budgeted installment of \$15,000 to Folk School of Fayetteville.
  - H. Budget Preview. Jennifer Walker, Vice President of Finance.
  - I. Additions to the agenda may be added upon request from a majority of the commissioners.
- IV. Adjourn

# Fayetteville Advertising and Promotion Commission

Minutes September 25, 2023

Fayetteville Town Center

## Commissioners

### Present:

Andrew Prysby, Commissioner at-large  
Mike Wiederkehr, City Council Representative  
Chrissy Sanderson, Tourism & Hospitality Representative  
Katherine Kinney, Tourism & Hospitality Representative  
Sarah Bunch, City Council Representative  
Elvis Moya, Tourism & Hospitality Representative

## Commissioners

### Absent:

Todd Martin, Chair Tourism & Hospitality Representative

## Staff:

Molly Rawn, CEO; Jennifer Walker, VP of Finance; Sarah King, VP of Marketing and Communications

I. Commissioner Sanderson called the meeting to order at 2:00 pm and declared a quorum.

II. Old Business

A. Commissioner Sanderson presented the August minutes and hearing no additions or corrections, a motion was made by Commissioner Kinney and seconded by Commissioner Bunch, to approve them as presented.

III. New Business

A. CEO Report.

Rawn began by stating that we will be recommending Coraggio Group to lead our Master Tourism Plan and we will talk about it more in depth during this meeting.

We do not have an Agency of Record decision to share with you today but will for the October meeting; we appreciate Commissioner Prysby for helping with this project. Also in October, you will see a preview of the 2024 budget which we will vote on in November. The preview is a big picture overview of our spending and revenue with the detailed voting document to be received well in advance of the November meeting.

Rawn then gave an update on TheatreSquared stating that she has met with Shannon Jones, who recently began serving as the Executive Director of T2 and stated that it was a very productive meeting.

In Tourism, she stated that the sales team has already begun booking for 2024 and has two conferences booked with projected Economic Impact of close to \$600,000 and she appreciated the partnership with the Graduate and the town center.

She shared that we also staffed the U of A New Faculty Orientation and had a lot of engagement. Additionally, Griffin and Tina attended Connect Marketplace and

met with 27 organizations which resulted in 10 solid leads.

In the Visitors Center – attendance was 1,079 with visitors from Germany, Mexico, Canada, England and Scotland. Six Ale Trail passports were completed. We are continuing our partnership with Fayetteville Menstrual Dignity Program through the end of the year by serving as a drop off point.

Community Engagement – the season's last First Thursday is next week, Down the Rabbit Hole. Also, Lights of the Ozarks sponsorships are available if you know of an organization who would be interested, please contact either Chloe or Molly.

Cycling updates – Brannon Pack recently hosted the 5<sup>th</sup> Bicycle Bootcamp with good attendance. She also spoke about the first Ozark Randonnuer which is an endurance gravel cycling event drawing participants from 9 different states. This upcoming weekend is the Fayetteville Tandem Rally which involves 50 couples on tandem bikes, including a parade.

Rawn also shared updates from the Fayetteville Town Center. Since we last met, it has hosted 16 events with a high booking rate, particularly for midweek dates. Also this weekend, we hosted the Touge Con event which is a car show and a partnership between Experience Fayetteville and the town center. The event was very successful with over 3,000 people on the square on Friday night and an estimated 1,500 people at the Saturday event. Thank you to the U of A for allowing the organizers to park some of event trailers at the Baum Stadium parking lot.

Rawn also offered congratulations to the town center as they have landed a contract to host a national True Crime Podcast convention, previously held in a neighboring city. Additionally, the town center team is working with Startup Junkie to host the Startup Crawl.

Looking forward, we will be hosting the Chili Pepper on Saturday and this Sunday Falltoberfest on Dickson Street. Rawn is also talking this Saturday at the National Town Builders Association Convention at the Graduate and will also be a panelist at the Music Cities Convention in Huntsville AL. Finally, Lights of the Ozarks is coming up with Light Night on Friday, November 17<sup>th</sup>.

#### B. Financial Report. Jennifer Walker, VP of Finance

VP Walker stated that the financial report is in the packet with a P&L through August and a Balance Sheet. The target revenue and expense percentage is 67% and our revenue is at 65% with expenditures at 61%. Both of those are below target with our expenditures more under target, so we are in great shape. Our total revenue is about \$3.7 million and our YTD HMR tax collections are on target at 1% above the seasonally adjusted budget. Our net operating income is \$444,000 Year to Date. On the balance sheets, our cash and investments remain approximately \$4.7 million. Unearned revenue for the town center is \$262,000 for events still to be held in 2023.

#### C. Marketing Report. Sarah King, VP of Marketing and Communications

King reviewed some of the current ads we are running. We opted to run some ads in our opposing team's hometown so visitors could see some of our activities to catch while they were in town for football games.

She shared some preliminary Arrivalist data with insights into 2022-day trips. She then shared website traffic by metro area and overnight stays in the last year (August 2022 to July 2023) King pointed out the interesting note of those who are visiting our website but not necessarily visiting in person. Rawn stated that it's helpful to be able to not have to guess the conversion rate between visits to the website to visits to our area and is excited that Arrivalist will help with that.

Many commissioners and staff had good comments about the data being shared and we are looking forward to getting more data each month from the Arrivalist tool. Rawn thanked the commission for approving this investment. King ended with sharing an article that was in the New York Times last week about Fayetteville being one of 5 cities to trial a program about bike safety which recommends safety measures to keep cyclists safer. King pointed out the quote from Brannon Pack, our Director of Cycling Tourism and a link to Experience Fayetteville's website in the article.

Rawn also gave a thank you to our city leadership who invested time to implement this safety program.

Commissioner Bunch asked if we are considering the large number of retirees in the social media advertising we are doing, i.e. does the advertising match the demographics we want to reach? Rawn mentioned that our Tag a Long series might be a great, accessible product to use to feature retirees.

#### D. Vote. Bikepacking Roots Agreement

Rawn stated that this is an advertising spend, albeit a nontraditional one. This would be a digital route and resource product that is printable. The total cost is \$30,000. Rawn proposes to fund this through the Cyclocross Legacy Fund, which currently has a balance of \$686,664. We had earmarked \$40,500 in this year's budget for projects and this is a good fit for the purpose of those funds.

It was mentioned that we know people are going to be bikepacking and not necessarily staying in a hotel in Fayetteville but that many activities that bikepackers engage in do involve spending money in the local economy. Commissioner Moya asked questions concerning the specific deliverables listed. Rawn and Cope shared information to address these questions such as the assets to be gained - professional photographs and bikepacking guide/route development. Commissioner Moya asked if they would be able to come in and make a presentation to the commission summer of 2024 when they would be in town and Rawn said she could certainly talk with Brannon Pack about that.

With no further questions, Commissioner Bunch made a motion to authorize the CEO to sign the \$30,000 agreement with Bikepacking Roots to develop a bikepacking route to establish Fayetteville as a premier destination for bikepackers. Commissioner Kinney seconded this motion and it was approved unanimously via a roll call vote.

#### E. Vote. BOK Financial Retirement Solutions.

Rawn stated that we currently have a SIMPLE IRA which maxes out at a 3% employer match. We plan to switch to a 457b and 401 a in January which will allow us more flexibility in the employer match portion.

The contract we are asking to sign is to pay the plan fee which is a projected budget impact of \$12,000. This will start January 1, 2024. VP Walker spoke about the regulations placed on government retirement funds and that they will be highly protected. Commissioner Sanderson asked for a motion to give the CEO authority to accept and sign a proposal from BOK Financial for \$12,000. Commissioner Kinney made this motion with Commissioner Sanderson seconding it and it was approved unanimously.

#### F. Vote. Master Tourism Plan

Rawn stated that discussions about a Master Tourism Plan started in 2019 and we are glad to be at this point after a delay. Rawn read from the memo to describe the process and goal of doing a Master Tourism Plan. She stated that we received 4 qualified proposals and in working with staff and Commissioner Martin, we decided to recommend the Coraggio Group. We were impressed with their professionalism, their diversification of staff and the breadth of their proposal. One of the most impressive pieces was that Coraggio Group is very data driven. They will also utilize data and opinions from residents to understand the impact and any pain points tourism has on residents. Rawn pointed out the implementation coaching piece which she thinks will be invaluable to making the plan happen. She stated that this would have a budget impact of \$17,000 for 2023 and an impact of \$186,000 in 2024.

Discussion and questions from commissioners ensued including the long-term benefits of doing the proposed residents' sentiment survey. With the comments of how large NWA will be in 20 years, the benefits of knowing residents' sentiments will be very helpful as we position ourselves to handle that growth.

The commissioners asked about references for Coraggio Group and specific cities were listed and discussed. Other logistics of the proposal were discussed including the process of selecting Coraggio Group to present to the Commission, which included presentations from all four proposals which led to two proposals being selected for follow up and finally Coraggio Group being recommended.

With no other questions, Commissioner Sanderson asked for a motion to authorize the CEO to sign a contract with Coraggio Group for a Tourism Master Plan for \$203,613. Commissioner Weiderkehr made the motion which Commissioner Kinney seconded and it passed unanimously.

#### E. Announcements

With no other business or announcements, Commissioner Sanderson asked for a motion to adjourn the meeting. Commissioner Kinney made the motion to adjourn, with Commissioner Sanderson seconding. The meeting was adjourned at 3:37 pm.

## Executive Summary

- We currently have two open positions:
  - Event Coordinator I- Fayetteville Town Center, full-time
  - Tourism Sales Manager – Experience Fayetteville, full-time
- I am very pleased with the progress of the Downtown Fayetteville Coalition.
  - The Tyson Family Foundation donation, allowing DFC to begin a strategic plan process and governance update with Public Sphere Project.
- A committee met to review proposals from marketing agencies. Commissioner Prysby has an update on that later on the agenda.
- In November, staff will meet with Coraggio Group to plan for the launch of the master planning process.

## Tourism Activity

- Fayetteville was host to several events in September, bringing in a combined estimated economic impact of over 2.7 million dollars. The combined financial incentives invested from Experience Fayetteville for these events was \$16,000.
  - Hill City Rumble
  - Big Dog Volleyball Tournament
  - 35<sup>th</sup> Annual Chile Pepper Festival
  - Touge Con
  - Knock Out Summit
  - Fayetteville Tandem Rally
  - Arkansas Youth Expo
- We secured the bid for the 2024 National Interscholastic Cycling Association (NICA) Conference with a win over Reno, Nevada. The conference brings 200 attendees and an estimated impact of \$173,388.
- We hosted the September Hospitality in a Heartbeat focusing on the marketing options available to attractions on Arkansas Tourism's website and utilizing the Experience Fayetteville Calendar to engage guests in local events.
- Visitors Center
  - Welcomed 1,585 visitors in September
  - Welcomed visitors from Scotland, Mexico, England, New Zealand, Brazil, Colombia, Japan, Canada, Germany, Finland and Jordan
  - 9 Ale Trail Passports completed
  - We are hosting a new Spotlight Artist in the Visitors Center through the end of the year, Roxy Erickson

## **Community Engagement**

- Our final First Thursday of 2023 Down the Rabbit Hole was a huge hit! We've gotten great feedback on the event, particularly the lighting design by Lightworks Events, glow roll with Bike Fayetteville, Arkansas Circus Arts, music, and art installations.
- This season of First Thursday, we had \$24,550 in sponsorships, 100+ vendors and non-profit partners, and an average of 4,500 attendees per event.
- Installation has begun for the 30th Annual Lights of the Ozarks. Join us on November 17<sup>th</sup> at 6 p.m. for the Lighting Ceremony & Parade.

## **Cycling Tourism**

- Brannon Pack is traveling to Europe representing the organization at the UCI Mobility & Bike City Forum. As a representative of Experience Fayetteville, Brannon accepted an invite by the UCI to serve as a panelist and assist with workshops throughout the conference being held in Bruges, Belgium.
- Fall time continues to be a popular season for cycling and outdoor events with a robust calendar in Fayetteville that includes:

## **Fayetteville Town Center**

- Since our last meeting, the Fayetteville Town Center has hosted twenty events, with the American Cancer Society's Suits and Sneakers being a standout success.
- The booking pace has continued with a consistently positive trend. Currently, there are only two weekend dates available for the remainder of the year, one of them being December 30th.
- We have been chosen as the host for the Northwest Arkansas Travel and Meeting Planners meeting and will be leading discussions on sustainability, showcasing our role as a standard-setter in the meetings market for sustainable meetings and events.

## **Looking forward**

- UofA will host three home football games in November, versus only one in October
- Chinkapin Hollow Gravel Grinder, October 28 at Lake Wedington Recreation Area
- Arkansas NICA State Championship, October 28-29 at Centennial Park
- Beast of Burden, November 4-5 at Mount Kessler Regional Park
  - Year one event expected to draw over 200 trail runners and mountain bikers for a 24-hour endurance race

September Collection  
(August Activity)

**\$63,178** + **\$324,192**

Lodging

Restaurant

**\$18,348**

Prior Dues Collected

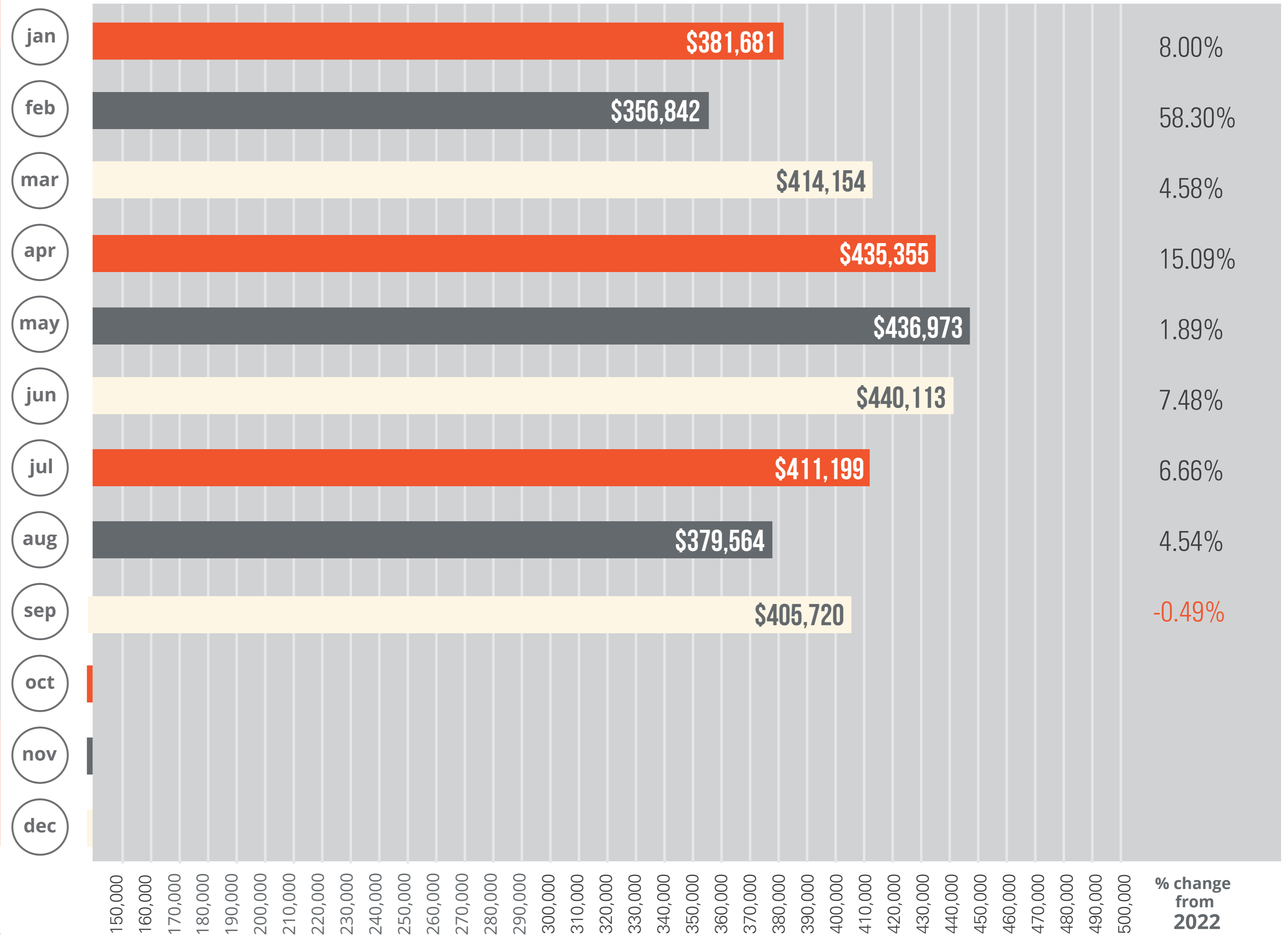
**\$405,720**

Total HMR Collected

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

2019	2020	2021	2022	2023
\$2,732,040	\$2,202,778	\$2,835,682	\$3,347,781	<b>\$3,661,602</b>
4.26%	-19.37%	28.73%	18.06%	<b>9.37%</b>
% change over previous year				

Monthly A&P Tax Collections 2023\*\*



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



# Memo



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

**From:** Jennifer Walker, VP Finance, Experience Fayetteville

**Date:** October 15, 2023

**Re:** Financial Statements – September 2023

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This packet contains Experience Fayetteville Financial Statements for the month ended September 30, 2023. The following reports are included in the packet:

- Summary P&L Financials for month ended September 30, 2023
- Balance Sheet for month ended September 30, 2023

Target Budget September – 75%

Revenue target 75% of budget or higher by the end of September 2023.

Expenditures target 75% or lower at September 2023.

Total Revenue YTD: \$4,165,067 or 73%; We are 1.7% below target.

Tax Receipts - \$3,661,602 (under budget by 1% ytd)

Town Center - \$ 377,707 (under budget by 2% ytd)

Other - \$125,758

Total Operating Expenditure YTD: \$3,702,855 or 70%; this is 5% under budget.

EF Main - \$3,028,028

Town Center - \$674,827

HMR tax – YTD September Collections (August activity) are now 0.4% above the seasonally adjusted budget.

Operating Net Income is \$462,212 year to date.

**Fayetteville A and P Commission**  
**Statement of Budget, Revenue and Expense**  
**Year-to-Date @ September 30, 2023**

	<b>CONSOLIDATED</b>			
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
<b>Revenue</b>				
Hotel, Motel, Restaurant Taxes Revenue	3,661,602	4,960,000	(1,298,398)	73.8%
Rental Revenue	350,902	485,500	(134,598)	72.3%
Event Revenue	37,064	56,500	(19,436)	65.6%
Visitor Center Store Revenue	32,941	40,700	(7,759)	80.9%
Parking Revenue	18,088	26,000	(7,912)	69.6%
Advertising Revenue	2,405	3,500	(1,095)	68.7%
Grant/Other Revenue	27,100	83,000	(55,900)	32.7%
Interest and Investment Revenue	34,966	25,050	9,916	139.6%
<b>Total Revenue</b>	<b>4,165,067</b>	<b>5,680,250</b>	<b>(1,515,183)</b>	<b>73.3%</b>
<b>Expenses</b>				
<b>Operating Expenses</b>				
Rental Expenses	52,066	208,000	(155,934)	25.0%
Event Expenses	88,528	140,600	(52,072)	63.0%
Visitor Center & Museum Store	18,010	34,700	(16,690)	51.9%
Personnel	1,366,720	1,968,562	(601,842)	69.4%
Sales & Marketing	884,210	1,218,423	(334,213)	72.6%
Office and Administrative	625,772	825,756	(199,984)	75.8%
Bond Payments	523,350	700,000	(176,650)	74.8%
Contribution to Capital Reserves	-	-	-	0.0%
Other grants	144,197	223,000	(78,803)	64.7%
<b>Total Operating Expenses</b>	<b>3,702,855</b>	<b>5,319,041</b>	<b>(1,616,186)</b>	<b>69.6%</b>
<b>Net Operating Income/(Loss)</b>	<b>462,212</b>	<b>361,209</b>	<b>101,003</b>	<b>128.0%</b>
<b>Other Income</b>				
Unrealized Gain/(Loss) on Investments	(28,406)			0.0%
<b>Other Expenses</b>				
FFE & Improvements	342,999	921,000	(578,001)	37.2%
Depreciation Expense	142,657			0.0%
Cost of Goods Sold	(7,679)			0.0%
<b>Net Income/(Loss) (without CX Grants)</b>	<b>(44,172)</b>	<b>(559,791)</b>	<b>544,025</b>	<b>7.9%</b>

**Fayetteville A and P Commission**  
**Statement of Budget, Revenue and Expense**  
**Year-to-Date @ September 30, 2023**

	<b>Experience Fayetteville</b>			
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
<b>Revenue</b>				
Hotel, Motel, Restaurant Taxes Revenue	3,661,602	4,960,000	(1,298,398)	73.8%
Rental and Event Revenue	28,440	49,000	(20,560)	58.0%
Visitor Center Store Revenue	32,941	40,700	(7,759)	80.9%
Advertising Revenue	2,405	3,500	(1,095)	68.7%
Grant & Other Revenue	27,100	83,000	(55,900)	32.7%
Interest and Investment Revenue	34,872	25,000	9,872	139.5%
<b>Total Revenue</b>	<b>3,787,360</b>	<b>5,161,200</b>	<b>(1,373,840)</b>	<b>73.4%</b>
<b>Expenses</b>				
<b>Operating Expenses</b>				
Event Expenses	76,623	110,600	(33,977)	69.3%
Visitor Center & Museum Store	18,010	34,700	(16,690)	51.9%
Personnel	984,308	1,399,952	(415,644)	70.3%
Sales & Marketing	876,291	1,191,902	(315,611)	73.5%
Office and Administrative	405,248	498,257	(93,009)	81.3%
Bond Payments	523,350	700,000	(176,650)	74.8%
Contribution to Capital Reserve	-	-	-	0.0%
Other Grants	144,197	223,000	(78,803)	64.7%
<b>Total Operating Expenses</b>	<b>3,028,028</b>	<b>4,158,411</b>	<b>(1,130,383)</b>	<b>72.8%</b>
<b>Net Income/(Loss) Before Other Revenue and Expenses</b>	<b>759,332</b>	<b>1,002,789</b>	<b>(243,457)</b>	<b>75.7%</b>
<b>Other Income</b>				
Unrealized Gain/(Loss) on Investments	(28,406)	-	(28,406)	0.0%
<b>Other Expenses</b>				
FFE & Improvements	15,697	545,000	(529,303)	2.9%
Depreciation Expense	76,829			
Cost of Goods Sold	(7,679)			
<b>Net Income/(Loss)</b>	<b>646,079</b>	<b>457,789</b>	<b>216,696</b>	<b>141.1%</b>

**Fayetteville A and P Commission**  
**Statement of Budget, Revenue and Expense**  
**Year-to-Date @ September 30, 2023**

	<b>Town Center</b>			
	Year-to-Date			
	Actual	Budget	Over/(Under) Budget	% of Budget
<b>Revenue</b>				
Rental Revenue	350,902	485,500	(134,598)	72.3%
Event Revenue	8,624	7,500	1,124	115.0%
Parking Revenue	18,088	26,000	(7,912)	69.6%
Interest and Investment Revenue	94	50	44	187.1%
<b>Total Revenue</b>	<b>377,707</b>	<b>519,050</b>	<b>(141,343)</b>	<b>72.8%</b>
<b>Expenses</b>				
<b>Operating Expenses</b>				
Rental Expenses	52,066	208,000	(155,934)	25.0%
Event Expenses	11,906	30,000	(18,094)	39.7%
Personnel	382,412	568,610	(186,198)	67.3%
Sales & Marketing	7,919	26,521	(18,602)	29.9%
Office and Administrative	220,524	327,499	(106,975)	67.3%
<b>Total Operating Expenses</b>	<b>674,827</b>	<b>1,160,630</b>	<b>(485,803)</b>	<b>58.1%</b>
<b>Net Income/(Loss) Before Other Revenue and Expenses</b>	<b>(297,119)</b>	<b>(641,580)</b>	<b>344,461</b>	<b>46.3%</b>
<b>Other Expenses</b>				
FFE & Improvements	327,303	376,000	(48,697)	13.0%
Depreciation Expense	65,828			0.0%
<b>Net Income/(Loss)</b>	<b>(690,250)</b>	<b>(1,017,580)</b>	<b>327,330</b>	<b>67.8%</b>

# Fayetteville A&P Commission

## Balance Sheet

As of September 30, 2023

### ASSETS

#### Current Assets

Cash		3,531,751
Investments		1,199,806
Accounts Receivable		592,862
Prepaid Expenses		35,437
Deposits		28,369
Inventory Asset		35,845

**Total Current Assets** 5,424,070

#### Other Assets

##### Capital Assets

Furniture & Fixtures	121,169
Equipment	723,463
EF/CVB Building	940,410
EF/CVB Land	198,621
Building Additions	1,142,641
Walker-Stone House	1,167,218
Vehicles	122,860
Construction in Progress	104,548
Accumulated Depreciation	<u>(1,669,026)</u>

**Total Other Assets** 2,851,903

**TOTAL ASSETS** 8,275,972

### LIABILITIES AND EQUITY

#### Current Liabilities

Accounts Payable	92,395
Unearned Revenue	<u>320,547</u>

**Total Liabilities** 412,942

#### Equity

Unreserved Fund Balance	5,431,416
Operating Reserve	1,000,000
Capital Reserve	1,100,000
Temporarily Restricted Funds	382,431
Net Revenue	
Gain/(Loss) on Investments	(28,406)
Net Revenue without Cyclocross	(14,493)
Net Revenue for Cyclocross	<u>(7,918)</u>

**Total Equity** 7,863,030

**TOTAL LIABILITIES AND EQUITY** 8,275,972

# Memo



**To:** Fayetteville Advertising & Promotion Commissioners  
**From:** Molly Rawn CEO, Experience Fayetteville  
**Date:** October 23, 2023  
**Re:** Music Cities Convention, 2025

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## Background

Earlier this year, Experience Fayetteville staff responded to an RFP from Music Cities Events Unlimited (d.b.a Sound Diplomacy) to be a host city of either the 2024 or the 2025 Music Cities Convention.

Music Cities Convention is an international event exploring the importance of music in the development of cities all around the world. The event brings together thought leaders from multiple disciplines including city planners, working musicians, economic developers, tourism officials, event planners, and non-profit leaders.

After much discussion between our two entities, Experience Fayetteville was informed of its winning proposal to host the international conference in September of 2025. We have steered the organizers toward a mid-week event, to take advantage of affordable hotel rates and avoid football home game weekends.

## Recommendation and budget impact:

It is the recommendation of the CEO that the commission authorize executing the agreement with Music Cities Events Unlimited.

There is no budgetary impact in 2023. There is a \$50,000 expense from the 2024 budget. There is an expense of \$50,000 in 2025.

Net budgetary impact is not yet known as it will depend upon which costs are offset by sponsorships.



## Event Agreement

### Fayetteville Music Cities Convention

This event agreement (the "Agreement") dated this 20th September 2023, 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)

Registered address: 21 S Block Ave, Fayetteville, AR 72701, United States (the "Host")

-AND-

#### **Music Cities Events Limited**

Registered address: 5th Floor 14-16 Dowgate Hill, London, England, EC4R 2SU (the "Provider")

#### **1. ENGAGEMENT OF THE PROVIDER**

- 11 The Host is of the opinion that the Provider has the necessary qualifications, experience and abilities to provide Services to the Host, as detailed in this Agreement.
- 12 The Provider is agreeable to providing such Services to the Host on the terms and conditions set out in this Agreement.

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Host and the Provider (individually the "Party" and collectively the "Parties" to this Agreement) agree as follows:

#### **2. NATURE OF AGREEMENT**

- 21 This Agreement is for the hosting of Music Cities Events' event, the Music Cities Convention (the "Event"), organised in Fayetteville (the "Host City") on 15th-18th September 2025 (the "Event Date").
- 22 The Host hereby agrees to engage the Provider to provide the Host with the services outlined herein and further described in the attached Scope of Services in Schedule A (the "Services").
- 23 The Host, without cost to the Provider, agrees to deliver the event requirements outlined herein and further described in the attached Schedule B (the "Event Requirements"). The Parties agree to do everything reasonably necessary to ensure that the terms of this Agreement take effect.

#### **3. REPRESENTATIONS AND WARRANTIES OF THE HOST**

The Host is validly existing and in good standing under the laws of its state of its formation. The Host has full power and authority to execute and deliver this Agreement. No other proceedings or actions on the part of the Host are necessary to approve and authorise its execution and delivery of this Agreement, or the performance of its obligations under this

Agreement. The Host and each of its agents and employees shall maintain in good standing at all times during the term of this Agreement any and all licences, insurances, permissions, certificates and/or approval required under state and federal law for the performance of the services required by this Agreement.

#### 4. **TERM OF AGREEMENT**

41 The term of this Agreement (the "Term") will begin on the date this Agreement is fully executed and will remain in full force and effect until the completion of the Services, or when otherwise terminated by either party, in accordance with this clause.

42 In the event that either Party breaches a material provision under this Agreement, the non-defaulting Party shall give the defaulting Party notice that on the date specified in such notice, which date shall be not less than ten (10) days after the giving of such notice, all of the defaulting Party's rights under this Agreement shall terminate unless such default is curable and is in fact cured within the period specified in such notice, or unless such default is curable but cannot reasonably be cured within ten (10) days after the giving of such notice and the defaulting Party commences within such ten (10) days period to cure such default and prosecutes the same to conclusion with reasonable diligence. In the event the defaulting Party does not cure the default within the time provided in the notice, the non-defaulting Party may terminate this Agreement and require the defaulting party to indemnify the non-defaulting Party against all reasonable damages in accordance with Section 11.

43 This Agreement may be terminated at any time by mutual prior written agreement of both Parties. Except as otherwise provided in this Agreement, the obligations of the Provider will end upon termination of this Agreement.

#### 5. **PAYMENT TO THE PROVIDER**

51 For the Services rendered by the Provider as required by this Agreement, the Host will provide payment of \$100,000 USD (the "Fee") to the Provider.

52 Payment Procedure

(a) If the Event is held on 15th-18th September 2025 is as follows :

- (i) 50% of the Fee will be payable on 30th June 2024;
- (ii) 25% of the Fee will be payable on 31st January 2025;
- (iii) 25% of the Fee will be payable on completion of the Event as described in the services defined in Clause 2, above.

53 Invoices submitted by the Provider to the Host are due within 30 days of receipt and shall be paid in cash or by wire transfer of immediately available funds.

54 The Fee is exclusive of any sales tax, or other applicable duties and taxes as may be required by law. Any sales tax and duties required by law will be charged to the Host in addition to the Fee and invoiced.



55 The Host shall reimburse to the Provider all reasonable and necessary expenses, agreed in advance, incurred in providing the Services, such amounts to be invoiced to the Host.

56 All amounts payable pursuant to this clause 5 will be made by the Host to the Provider.

## 6. TICKETING AND PAYMENT

61 If the Event is cancelled by the Host, the Fee is payable in full together with any amounts accrued by the Provider of which have otherwise been committed to by the Provider pursuant to clauses 5.4 and 5.5.

62 If the Event is cancelled by the Provider, 100% of the Fee incurred by the Host will be refunded to the Host.

63 The Event must be ticketed, with the Provider responsible for ticketing. The Provider will provide the Host with 50x free tickets.

64 No delegates, with the exception of those persons hired or otherwise utilized by Host to execute responsibilities of Host required herein, will be allowed entrance to the Event without a valid ticket.

65 All ticket revenue will be kept by the Provider.

## 7. SPONSORSHIP

71 All Sponsor revenue that is sourced by the Provider is to be kept by the Provider.

- (a) The Provider agrees not to approach, or otherwise source, organisations based in Arkansas for sponsorship.

72 All Sponsor revenue that is sourced by the Host is to be kept by the host.

- (a) The Host agrees to only approach, or otherwise source, organisations based in Arkansas for sponsorship.

73 All Sponsors sourced by the Host need to be approved by the Provider, such approval to not be unreasonably withheld. Approval to be requested and given via email.

## GENERAL CONSIDERATIONS

THE PARTIES AGREE that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

## 8. DISPUTE RESOLUTIONS

81 In the event a dispute arises out of or in connection with this Agreement, the Parties will use their respective efforts to resolve the dispute within 10 business days of any such dispute arising.

82 If the dispute is not resolved pursuant to clause 8.1, any or all outstanding issues shall be submitted to non-binding mediation of the Parties mutual agreement within 10 business days. In the event the Parties cannot agree to a set of mediation rules, the matter will be submitted to the Centre for Effective Dispute Resolution (CEDR), to be held remotely via Zoom or similar web-based service. The administration of mediation shall be as mutually agreed by the Parties. The Parties shall use their commercially reasonable efforts to cause mediation to be concluded within thirty (30) business days after the conclusion of the negotiations described in Section 8.1 above. Either Party may terminate the mediation at any time after the first session by written notice to the non-terminating Party and the mediator. The cost of the mediation shall be shared equally by the Parties.

83 If the dispute is not resolved by the nonbinding mediation, the Parties shall submit the dispute to binding arbitration to be conducted in accordance with the Commercial Arbitration Rules of

the CEDR, or the Parties may mutually agree to select another set of arbitration rules. The arbitrator(s) shall have all powers and authority authorized by law and this Agreement, including the power and authority to award all legal and equitable relief available in a court of law or equity, including compensatory damages, an accounting, declaration of rights, injunctive relief, and other relief as may be appropriate based on the proof presented by the Parties. However, the arbitrator(s) shall not have the power or authority to award punitive damages, and the Parties hereby disclaim any right or claim to seek punitive damages. The arbitrator(s) shall have the power and authority to decide and set the procedure for arbitration, including the scope and timing of exchange of documents and information between the Parties and submission of position papers. The decision of the arbitrator(s) shall be final and nonappealable except upon such grounds as may exist for vacating an arbitrator's award. Any arbitration conducted hereunder shall be held remotely, with no travel required of either Party. The cost of the arbitration shall be shared equally by the Parties, with each Party paying its own attorneys' fees. The Parties understand and agree that they have the right to have disputes and claims decided by a jury in a court, however, they voluntarily and knowingly waive the right they have to trial by a jury in a court of law.

## **9. CONFIDENTIALITY**

91 Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Host which would reasonably be considered to be proprietary to the Host including, but not limited to, accounting records, business processes, contacts, and Host records and that is not generally known in the industry of the Host and where the release of that Confidential Information could reasonably be expected to cause harm to the Host.

92 The Provider agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Provider has obtained, except as authorised by the Host or as required by law. The obligations of confidentiality will apply during the term of this Agreement and will survive after termination of this Agreement.

93 All written and oral information and material disclosed or provided by the Host to the Provider under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Provider.

## **10. OWNERSHIP OF INTELLECTUAL PROPERTY**

101 All intellectual property and related material (the "Intellectual Property") that is developed or produced under this Agreement, will be the property of the Provider.

102 The Host may not use the Intellectual Property for any other purpose other than that contracted for in this Agreement except with the written consent of the Provider. The Host will be responsible for any and all damages resulting from its unauthorised use of the Intellectual Property.

103 Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with the Provider.

## **11. RETURN OF PROPERTY**

Upon the expiry or termination of this Agreement, the Provider will return to the Host any property, documentation, records, or Confidential Information which is the property of the Host.

## **12. INDEMNITY AND INSURANCE**

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stakeholders, affiliates, officers, agents, employees,

and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or any material breach of this Agreement or the gross negligence or willful misconduct of the indemnifying party, its respective directors, stakeholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement for a period of two (2) years.

**13. STATUS AS AN INDEPENDENT CONTRACTOR**

The Provider acknowledges and agrees: (a) that it is an independent contractor and not an employee of the Host and hereby expressly waives participation in the Host's employee medical, health, disability, other benefit plans; and (b) that it will take actions consistent with such status (including paying all income and other taxes on payments received pursuant to this Agreement).

**MISCELLANEOUS PROVISIONS**

**14. GOVERNING LAW**

This Agreement shall be governed by the laws of England and Wales.

**15. INTENT AND INTERPRETATION**

151 This Agreement is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by contract.

152 Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

153 The words "include", "includes", or "including", as used in this Agreement, shall be deemed to be followed by the phrase, "without limitation".

154 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Agreement.

155 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

**16. TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The Parties understand and acknowledge that time is of the essence in completion of the Services.

**17. SUCCESSORS AND ASSIGNS**

171 Each Party binds himself and his partners, successors, executors, administrators and assigns to the other Party of this Agreement and to the partners, successors, executors, administrators and assigns to the other party, with respect of all covenants of this Agreement.

172 The Host shall not assign, sublet or transfer his interest in this Agreement without written consent of the Provider. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the Parties.

18. **NO THIRD-PARTY BENEFICIARIES**

This Agreement shall inure solely to the benefit of the Parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favour of, or any cause of action in favour of, against either Party.

19. **WAIVER**

No provision of this Agreement may be waived except by written agreement of the Parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

20. **SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

21. **ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the Host and the Provider and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Host and the Provider.

22. **NOTICE**

22.1 Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered, if delivered by telex, facsimile, or tele-copy, emailed, or is sent by mail, postage prepaid. All notices shall be given to the addresses set forth below.

22.2 All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

(a) **Provider:**

Music Cities Events Limited  
5th Floor 14-16 Dowgate Hill,  
London, England, EC4R 2SU

Email: [luke@sounddiplomacy.com](mailto:luke@sounddiplomacy.com)

(b) **Host:**

**Experience Fayetteville**

Registered address: 21 S Block Ave, Fayetteville, AR 72701, United States

Email: [mrawn@experiencefayetteville.com](mailto:mrawn@experiencefayetteville.com)

Or to such other address as any Party may from time to time notify the other and will be deemed to be properly delivered (a) immediately upon served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

**Music Cities Events Limited  
(Provider)**

**Experience Fayetteville  
(Host)**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## SCHEDULE A: SERVICES OF THE PROVIDER

1. The Provider will provide the following Services:
  - a. Lead on programming two full days of talks. Create the conference theme, topics, talk titles and blurbs.
  - b. Engagement of at least 30 speakers.
  - c. Lead on speaker communication, briefing and management.
  - d. Support on the wider curation and programme development, including evening events.
  - e. Support with pre-event production planning and timeline management.
  - f. Lead on design of event graphics & branding.
  - g. Support with speaker travel management.
  - h. Lead on sponsor and partner management.
  - i. Lead on national and international marketing and promotion of the Event and Host.
  - j. Create and manage the Event website.
  - k. Support with planning of Event photography, videography and any digital broadcasting.
  - l. Lead on the registration of delegates.
  - m. Lead on the post-event report, with economic impact analysis and marketing reach analysis.
  - n. Use of the Music Cities Convention brand, IP, data management systems, programming systems and all requisite Intellectual Property from the Agreement date until the Event. All use of such Music Cities Convention branding will require the Provider's pre-approval.
  - o. 50x free tickets for the Host for the Music Cities Convention.
  - p. Use of the Music Cities Community as part of the Event.
  
2. The Provider's aims when preparing and delivering presentations, panels and events follow the quality standards and guidelines of Music Cities Events:
  - a. Work to deliver the best possible conference experience.
  - b. Present a highly curated, bespoke programme with high calibre presentations and speakers.
  - c. Engage attendees as active participants, informing, inspiring and challenging their visions.
  - d. Promote the host location through the marketing and success of the event.
  - e. Further the debate around music cities in an educated, clear manner.
  - f. Provide gender-neutral, diverse and balanced panels and talks.
  - g. Liaise with the Host on event operations and logistics from start to finish, including but not limited to:
    - i. Overall curation and programme development
    - ii. Programme and content management
    - iii. Pre-Event production
    - iv. Event project management schedule
    - v. Design and printing of event venue signage
    - vi. Onsite management and delivery
    - vii. Speaker logistics and management

- viii. Delegate backend management
3. In addition, the Provider guarantees exclusivity for hosting the Music Cities Convention in the USA/Canada during the hosting year.

#### **SCHEDULE B: RESPONSIBILITIES OF THE HOST**

1. The Host hereby agrees to deliver the following Event Requirements:
- a. Host City Location and Suitability
    - i. The Host City must have an international airport or access to one through other transport means.
    - ii. The Host City must be vibrant and supportive of the music cities discussion and topics.
    - iii. The Host City will have an engaged creative community.
    - iv. The city must have an engaged Mayoral office and policy 'buy in' to support music and music industries in the city's master plan.
    - v. The city must have the infrastructure to host the planned number of delegates and events.
  - b. Venue Procurement and Liaison
    - i. A bright, airy conference centre, with PA / speaking facilities, wifi, and breakout areas.
    - ii. Seats for 400 people, with disability seating and access for all. Target delegate number can be decreased/increased with agreement by the Host & Provider.
    - iii. Options for either round table seating and theatre style seating. Round table seating can also be for smaller workshop sessions.
    - iv. A venue which is ideally in a central location, close to nightlife districts.
    - v. A suitable date and venue for the conference and lead on contract negotiations with venue providers which does not clash with other major sector conferences.
    - vi. Direct liaison with the venue to ensure that the Event will run smoothly, including but not limited to:
      - 1. Appropriate access by guests
      - 2. Contributors and suppliers
      - 3. Facilities for setup
      - 4. Staging and audio/visual during the Event
      - 5. Security
    - vii. Written confirmation that all venues and suppliers have or take out and maintain all necessary insurance protection, including but not limited to professional indemnity insurance of not less than \$3,000,000 USD worth of cover and public liability insurance of not less than \$3,000,000 USD worth of cover, or according to and for the amounts specified by the laws and regulations of the host country or city, whichever is the higher level of financial cover.
      - 1. Have the Provider covered by the Host's Event Insurances.
    - viii. Written confirmation that all venues have all the necessary regulatory consents, licences and permits required for the purposes of the Event.
    - ix. Site visits (to include a thorough and comprehensive review of health and safety and security measures at the venue) and to promptly deliver a written report summarising any such site visit at the request of the Provider.
  - c. Production Partners

- i. A local lead who will lead on the local production organisation, from contracting venues to booking speaker travel & accommodation, to arranging the evening events (all with support from the Provider).
  - ii. A conference hotel partner or partners with a preferred rate for delegates and speakers, ideally within walking distance from the centre of the Host City, which must be at least 3\* and offer breakfast and good wifi to conference guests.
  - iii. Organise high quality catering whenever catering is provided, with as much of a focus as possible on providing sustainably grown and locally sourced food, with vegetarian/vegan options provided in each case catering is provided.
  - iv. Organise high quality printing, videographer, photographer, hospitality, and entertainment partners.
  - v. Organise transport partners for any moving of delegates between venues or Event locations.
- d. PR and Local Industry Engagement
  - i. An open dialogue with the Host City officials across economic development, tourism, regeneration and arts / cultural policy.
  - ii. Promotion of the Event by all relevant partners
  - iii. Lead on local promotion of the Event, and support with developing extra promotional initiatives for the Event.
- e. Sponsor and Partner Management
  - i. Liaise with the MCE Project Manager regarding other potential offerings sponsors could bring to enhance the convention.
  - ii. Work with the Provider on the operational elements of any sponsorship packages developed.
- f. Delivery and Execution
  - i. Provide a project manager or production team to work on the event from start to finish, including to lead on discussions with venues and associated contractors on all aspects of event management, including set up of all AV requirements, printing, delivery, catering, reception, staging and any speaker gifts
  - ii. Attend regular planning meetings with the MCE team via an online meeting platform.
- g. Speakers & Musicians
  - i. Any non-governmental speakers, specifically small independent music business/private organisation speakers to be paid to present. Fees to be confirmed between the Parties.
  - ii. All musicians who perform at the event to be paid fairly for their performance.
- h. Environmental Sustainability
  - i. Client to ensure the Event has as neutral an impact on the environment as possible, with an environmental plan for the event developed alongside the Provider.
- i. Reporting Requirements
  - i. Provide regular progress reports to the Provider.
  - ii. Produce a post-Event evaluation report to also include a detailed breakdown of costs, environmental impact and recommendations for improvements.



2. The Host hereby agrees to cover the cost of the following Event Requirements:
  - a. Convention venue with a capacity for 400x delegates for two days, including all audio/visual, seating, tables, security, cleaning & other costs. Venue capacity can be decreased/increased with agreement by the Host & Provider.
  - b. Options for either roundtable seating or theatre style seating at the conference venue. Roundtable seating can be agreed to be provided just for breakout areas.
  - c. At least 1x local lead to work on the event from agreement signing until the live dates, and to be the key contact from the Host's side for the Provider.
  - d.
  - e. Up to 30x hotel nights in total for the Provider's team during the Event. Nightly stay to include breakfast, wifi, and be booked at the main Event hotel.
  - f. Catering for both convention days. Including coffee, water, & snacks during breaks and a lunch on both days.
  - g. Economy class Flights and/or ground transport for up to 10x international speakers.
  - h. Economy class Flights and/or ground transport for up to 10x national speakers.
  - i. Up to 90x hotel nights in total for speakers. Nightly stay to include breakfast, wifi, and be booked at the main Event hotel.
  - j. 2x or 3x evening events/receptions (including entertainment, catering and drinks).
  - k. Any necessary local transport for speakers during the event.
  - l. Delegate event shuttles between venues and hotels if necessary.
  - m. Printing & signage costs.
  - n. Local promotional efforts.
  - o. Interpretation services for international speakers if required.
  - p. Videographer and photographer to cover all aspects of the event, including filming all talks as well as creating a post-event recap video, with all footage and photos provided to the Provider.
  - q. All necessary Event insurances.
  - r. Fees for any musicians that perform at the event.

# Memo



**To:** Fayetteville Advertising & Promotion Commissioners  
**From:** Molly Rawn CEO, Experience Fayetteville  
**Date:** October 23, 2023  
**Re:** Walker Stone House, Funding installment

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## Background

Music is an important part of our creative and tourism economy, and is also a critical piece of Fayetteville's authentic identity.

In January of this year the A&P Commission entered into a two-year lease agreement with the Folk School of Fayetteville, establishing their residency at the Walker Stone House.

In addition, a financial investment of \$30,000 was budgeted in the 2023 operating budget, with funds to be distributed as follows:

- \$15,000 upon execution of the lease
- \$15,000 following a presentation from Folk School of Fayetteville to the A&P Commission and submission of an operating plan.

Folk School organizers established that year one will largely be a planning year, hosting small workshops and meetings with other music organizations and spending time developing a robust operating plan for year two.

## Recommendation and budget impact:

It is the recommendation of the CEO that the commission distribute the remaining \$15,000 to the Folk School of Fayetteville, pending the aforementioned presentation