

CITY CLERK
ORIGINAL

C-10573
01/13/2016

Artist Activity Agreement

Parties

“City”

Glendale Public Art Program
5850 West Glendale Avenue
Glendale, AZ 85301

“Artist”

Rachel Bowditch
and 12219 S. 44th Street
Phoenix, AZ 85044
917-597-4608

1. **Employment.** The Parties hereby enter into an Artist Activity Agreement (“Agreement”) for the following artist activity:

Performance: Aurora: Painted Night Desert Performance by Vessel
Location: Downtown Glendale – Glendale Glitter and Glow Block Party
Address: 58th Drive and Glendale Avenue
Dates and times: Saturday, January 09, 2016, 4-10 p.m.

2. **Compensation.**

City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with the artist invoice depicting the dates and times of the project(s).

In consideration for the Services described herein, City will pay artist \$4,000.00. The payment will be made within thirty (30) days after receiving an invoice from artist. The invoice must at a minimum contain the time(s) and location(s) of the Service.

3. **Indemnification.** Artist assumes the risk of all damage, loss, cost, and expense, and agrees to defend, indemnify and hold the City harmless from and against any and all liabilities, damage, loss, cost, and expense that may accrue to or be sustained related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions caused in whole or part by the Artist performing the work or services under this Agreement. This indemnity will be binding on Artist, its successors and assigns and will be in the benefit of and be available to the City. The above defense, indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City. This indemnification survives after the termination of the Agreement.

4. **Insurance.** Artist agrees to maintain general liability insurance with a limit of not less than \$1,000,000 for each occurrence while this Agreement is in effect if required below. The insurance shall name the City as an additional insured. Proof of insurance must be provided to the City no later than the effective date of this Agreement.

5. **Insurance Certification.** Artist certifies that the activities provided under this Agreement are casual or incidental in relation to the Artist’s other types of work or sources of compensation. Yes No

City Use Only. Activities evaluated under Risk Management insurance criteria? Yes No
Insurance Required? Yes No

6. **Independent Contractor.** Under the terms of this Agreement, Artist is an independent contractor and has and retains full control and supervision of the services performed. Furthermore, this Agreement is not intended to create, constitute, or otherwise to recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the parties rights and obligations shall be only those expressly set forth in this Agreement. Artist understands that no benefits are offered and hereby acknowledges that Artist expects no benefits during the term of this Agreement.
7. **Background Investigation.** By signing this Agreement the Artist expressly authorizes the City to conduct all necessary and appropriate investigations under the law. This includes, but is not limited to employment history, criminal history and educational history.
8. **Immigration Laws.** Artist warrants, to the extent applicable under A.R.S. § 41-4401, that
 - 8.1 Artist does not have employee, or
 - 8.2 Artist has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects Artist to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the Artist or any of its employees participating in this Agreement to ensure compliance with this paragraph.
9. **Jurisdiction/Conflicts.** This Agreement will be construed in accordance with the laws of the State of Arizona. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.
10. **Effective Date/Termination.** This Agreement is effective as of the date of the last signature affixed below and terminates upon the conclusion of the last performance described in the "Performance" section of this Agreement. The may immediately terminate the Agreement upon Artist's nonperformance or breach of a material term in this Agreement.
11. **Miscellaneous.** Artist agrees to use his/her best efforts to promote the interests of the City and to devote his/her full business time and energy to the position during the terms of this Agreement and to perform all functions in a professional manner.
12. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
13. **Assignment.** This Agreement is personal to the Artist, and cannot be assigned to another party without first obtaining the written consent of Glendale.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

I have read the foregoing and agree to the terms including the period and nature of my service, and rate of payment.

"Artist":

Rachel Bowditch 01/05/14
Rachel Bowditch

"City":

CITY OF GLENDALE

Erik Strunk 1.7.16
Erik Strunk, Director
Community Services Department

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
Michael B. Bailey
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/4/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Specialty Insurance Agency Performers of the U.S. P.O. Box 24 New Richmond, WI 54017	CONTACT NAME: Stephanie Weiss PHONE (A/C, No, Ext): 715-246-8908 E-MAIL ADDRESS: certs@specialtyinsuranceagency.com	FAX (A/C, No): 715-246-4257
	INSURER(S) AFFORDING COVERAGE	
INSURED Rachel Bowditch dba Rachel Bowditch 12219 South 44th Street Phoenix, AZ 85044	INSURER A: Evanston Insurance Company	NAIC # 35378
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	2CN0129-10815	01/06/2016	01/05/2017	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	BUSINESS PERSONAL PROPERTY - INLAND MARINE						AGGREGATE \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U.S.:
 Rachel Bowditch dba Rachel Bowditch
 Additional Insured: City of Glendale
 RE: Glendale Glitter and Glow event in downtown Glendale EVENT: January 9, 2016, 5:30pm - 9:30pm
 Attn: Mojgan Vahabzadeh

CERTIFICATE HOLDER City of Glendale 5850 W Glendale Avenue Glendale, AZ 85301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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