



City of Glendale
Office of Special Events
Exchange for Services Agreement

CITY CLERK ORIGINAL

C-11427
12/19/2016

This Exchange for Services Agreement ("Agreement") is entered into and effective this 19th day of December, 2016, by and between the City of Glendale, an Arizona municipal corporation ("City"), and Excel Screen Printing (USA), Inc., an Arizona corporation ("Operator").

1. **Event.** City agrees to permit Operator to operate an event merchandise vending booth at the following Event(s) subject to the terms and conditions set forth below and for no other purpose:

Event Name	Event Dates	Vendor Type	Booth Size	Participation Fees Due to City
Glendale Glitters Spectacular	Nov. 25-26, 2016	Event merchandise	10' X 20'	\$700 trade value to city for booth space
Downtown Holiday Lighting Season	Dec. 2-3, 9-10, 16-17, 2016	Event merchandise	10' X 10'	\$400 trade value to city for booth space
Glendale Glitter & Glow	Jan. 7, 2017	Event merchandise	10' X 20'	\$350 trade value to city for booth space
Glendale Chocolate Affaire	Feb. 3 - 5, 2017	Event merchandise	10' X 20'	\$750 trade value to city for booth space

2. **Consideration.** In consideration for the privilege to operate the above-described booths provided by the City, Operator agrees to provide the City with event clothing merchandise such as, but not limited to, shirts, caps or pullovers with a value approximately equivalent to the retail trade value of a 10' X 20' crafts booth space for Glendale Glitters, Glendale Glitter & Glow Block Party and Glendale Chocolate Affaire and the retail trade value of a 10' X 10' crafts booth space for Jingle Bell Rockin' Nights, Winter Wonderland Weekend and the Spirit of Giving Weekend to be used for each festival named above. The value of the booth space for all festivals is \$2,200. The City will order merchandise from the Operator in the quantity, brand and style of event clothing merchandise, in addition to embroidery services and delivery charges, during the events as identified above which will be approximately equal to the \$2,200 total value of the booth space indicated in this Agreement.
3. **Insurance.** Before commencing any services under this Agreement, Operator shall provide City with verification of general liability insurance with a limit of not less than \$1,000,000 for each occurrence while this Agreement is in effect. Insurance must name the City as an additional insured and must provide primary coverage.
4. **Indemnity.** To the extent permitted by law, Operator agrees to indemnify and hold harmless City (its officers, officials, agents and employees) from any and all claims, actions liabilities, damages, losses or expenses ("claims") arising out of the acts or omissions of Operator or Operator's agents, employees, or authorized volunteers in connection with the services under this Agreement. It is the specific intention of the parties that the City will, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Operator from and against any and all claims.

5. **Nonperformance.** If the services under this Agreement are prevented or interfered with by weather or other circumstances that make it impractical or unfeasible to conduct or finish the Event, City will have no obligation to Operator.
6. **Independent Contractor.** Operator is an independent contractor and not an employee of City. Operator is responsible for paying all state and federal and social security taxes and any applicable royalties or fees.
7. **Jurisdiction/Conflict.** 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.
8. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Operator warrants its compliance and that of its subcontractor with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. §23-214(A). The Operator or subcontractor's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the Operator to ensure that it is complying with the above-mentioned warranty. The Operator and subcontractor will keep their respective papers and records open for random inspection during normal business hours by the City.
9. **Non-discrimination.** Operator must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Operator will require any Sub-contractor to be bound to the same requirements as stated within this section. Operator, and on behalf of any subcontractors, warrants compliance with this section.
10. **Effective Date/Notice.** This Agreement is effective as of the date of the last signature affixed below and terminates upon the conclusion of the services required. This Agreement may be terminated by either the City or Operator by providing no less than thirty (30) days written notice to the other party to the addresses as listed in this Agreement. Notice must be provided by personal delivery or by United States Postal Service, certified mail, return receipt requested and delivered or mailed to the addresses listed below. Any notice by Operator to the City concerning potential violation or termination of this Agreement must also be sent to: City Attorney, 5850 West Glendale Avenue, Glendale, Arizona 85301.
11. **No Boycott of Israel.** The Parties agree that they are not currently engaged in, and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.
12. **Authority.** The following person shall have full authority to act on behalf of Operator at Events:

Name:	Steve Burnett
Address, City, State, Zip:	2105 S. Hardy Dr., #4, Tempe, AZ 85282
Phone:	480-966-1158
Email:	excelscreen@juno.com

(Signatures appear on the following page.)

Executed to be effective on the date listed above.

OPERATOR:

Steve Burnett

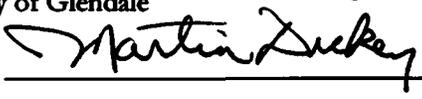
By: 

Its: Owner

Date: 11/24/16

CITY:

City of Glendale

By: 

Its: Authorized Representative

Date: 12/16/16

ATTEST:


Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:


Michael D. Bailey, City Attorney