



**CITY CLERK
ORIGINAL**

City of Glendale
Office of Special Events
Operator Agreement

C-7785
09/19/2011

This Operator Agreement ("Agreement") is entered into and effective this 19 day of Sept, 2011, by and between the City of Glendale, an Arizona municipal corporation ("City"), and, Alternative Intervention Research Clinic, a non-profit corporation ("Operator"). City agrees to permit Operator to operate a horse and carriage ride at the following Event(s) subject to the terms and conditions set forth below.

Event(s):

Glendale Glitters Spectacular, November 25 & 26, 2011, from 5:00 pm – 10:00 pm both nights.
Downtown Holiday Lighting Season, December 2, 2011 – December 17, 2011, from 6:00 pm – 10:00 pm each Friday and Saturday night. (The three December weekend events to be designated as one event).

Glendale Chocolate Affaire, February 3, 2012, 5:00 pm - 10:00 pm; February 4, 2012, 10:00 am – 10:00 pm; and February 5, 2012, 12:00 pm – 5:00 pm.

Place: Downtown Glendale and surrounding areas

Address: 58th and Glendale Avenues

Type of Booth: Amusement Rides

Items to be Sold: Horse and Carriage Rides

Insurance. Prior to commencing any services pursuant to 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 provide primary coverage.

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.

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.

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.

Commission. In consideration for the privilege to provide the above-described services during Events, Operator agrees to pay City any required participation fee *and* Operator shall further pay to the City ten percent (10%) of gross sales net of taxes. Payment must be post marked to the City within 10 days of the conclusion of each Event identified above.

Promotions. In an effort to focus maximum promotional attention on the horse and carriage rides while promoting the Events, the City will exercise reasonable efforts to feature horse & carriage rides in radio and television promotions. Operator agrees to accept free horse and carriage ride certificates issued by the City, not to exceed 50 in number, at each Event. Additional events applicable to this promotion will be identified no later than 24 hours prior to the commencement of the Event. These certificates will be printed on paper, in color and in a manner designed to reduce chance of unauthorized duplication. A sample will be provided to Operator. Due to the advertising/promotional value these certificates provide to Operator, certificates presented to Operator by riders will not be considered to reduce gross income for the calculation of the Commission required above.

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.

Immigration Laws. Operator warrants, to the extent applicable under A.R.S. § 41-4401, that it 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 OPERATOR to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the Operator or any of its employees participating in this Agreement to ensure compliance with this paragraph.

Prohibitions. Operator certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.* that it does not have and during the term of this Agreement, will not have "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

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 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 W. Glendale Ave, Glendale, AZ 85301.

Authority. The following person has full authority to act on behalf of Operator at Events:

Name: Debbie Crews

Phone: 602-361-2964

City of Glendale:

Operator:

Martin Dickey 9/21/11

Debbie Crews Ketterling 9/19/11

Martin Dickey Date

Debbie Crews Ketterling Date

Special Event Manager
5800 W. Glenn Drive, Suite #150
Glendale, AZ 85301

Director
705 South El Dorado
Mesa, AZ 85202

ATTEST

[Signature]
City Clerk (SEAL)

APPROVED AS TO FORM:

[Signature]
City Attorney