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11/22/2011

City of Glendale
Office of Special Events

# Operator Agreement

This Operator Agreement ("Agreement") is entered into and effective this 22nd day of November, 2011, by and between the City of Glendale, an Arizona municipal corporation ("City"), and, Excel Screen Printing (USA), Inc., an Arizona corporation ("Operator"). City agrees to permit Operator to operate a vending booth at the following Event(s) subject to the terms and conditions set forth below:

**Event(s):**
Glendale Glitters Spectacular, November 25—26, 2011
Downtown Holiday Lighting Season, December 2—3, 9—10, 16—17, 2011
Glendale Glitter & Glow Block Party, January 14, 2012
Glendale Chocolate Affaire, February 3—5, 2012
Glendale Jazz & Blues Festival, April 14—15, 2012

**Place:** Historic Downtown Glendale/Murphy Park **Address:** 58th and Glendale Avenues
**Type of Booth:** Event merchandise i.e. clothing **Items to be Sold:** T-shirts, sweatshirts, caps

Consideration. In consideration for the privilege to operate the above-described booth 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 the 10′ X 20′ booth space to be used for each festival named above. The value of the booth space for all festivals is $4,000. The City will order merchandise from the Operator in the quantity, brand and style of event clothing merchandise, in addition to embroidery services & delivery charges, during the events as identified above which will be approximately equal to the total value of the booth space indicated in this Agreement.

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.

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 shall have full authority to act on behalf of Operator at Events:

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

Operator:

Excel Screen Printing (USA), Inc.

11/22/11

Steve Burnett
President/CEO
2105 South Hardy Drive, #4
Tempe, Arizona 85282

Date

City:

City of Glendale

Martin Dickey 11/22/11

Martin Dickey
Special Event Division Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

Date

ATTEST:

Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall, City Attorney