CITY CLERK ORIGINAL

No. 1210011

C-8200
10/11/2012

Revised

Glendale Civic Center
USE AGREEMENT

5750 W. Glenn Drive
Glendale, AZ 85301
(623) 930-4300, fax (623) 930-4319

THIS USE AGREEMENT, made and entered into October 3, 2012
by and between the City of Glendale (hereinafter referred to as "**CITY**"),
and

Jodie Epperson
American Express Travel Related Services Company, Inc.
200 Vesey Street
New York, NY 10285
770-246-3681

(Hereinafter referred to as "**USER**"),

WITNESSETH:

1. PURPOSE AND EVENT NAME The USER shall have the right to occupy and use said premises for the following purposes and no other: **American Express AmexSELLence 2012 Learning Forum.**

2 **The CITY hereby grants to USER the right to use** the following portions, and no other, of the Glendale Civic Center Complex located in the City of Glendale, Arizona, for and in consideration of the rents and charges hereinafter provided, and the mutual agreements contained herein, and subject to the terms and conditions hereinafter stated The use date and rate along with a description of the rented space and use of the rented space are as follows

Date	Day	Room	Type of Use	Times		Cost
Oct. 11, 2012	Thursday	All Areas	Move-in	6.00 AM	8.30 AM	
		Boardroom	Staff Office	6:30 AM	5:30 PM	
		Foyer Area	Continental Breakfast	7:30 AM	8:30 AM	
		Garnet/Emerald/Sapphire	General Session	8:30 AM	5:00 PM	
		Crowne/Topaz/Onyx	Tradeshow	8:30 AM	5:00 PM	
		Garnet/Emerald/Sapphire	Luncheon	11:45 AM	1:15 PM	
		All Areas	Move-Out	5:00 PM	6:00 PM	
					Room Rental	$2,532.00
					Facility Eqmt. Rental	$486.00
					Audio-Visual Eqmt.	$460.00
					WIFI	$125.00
					Electrical for Vendor Rm.	$1,080.00
					Audio-Visual Technician	$450.00
					Subtotal	$5,133.00
					Facility Service Charge	$126.60
					Sales Tax	$273.75
					Total Rent Due	**$5,533.35**

3. TIMELY ACCEPTANCE OF AGREEMENT AND DEPOSITS· This USER agrees to return this license upon receipt, properly signed on the last page, together with the following payment. Such payments will be made payable to the Glendale Civic Center

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Rental Deposit	***$2,766.68***	***Due:***	***Upon Receipt of Contract***
Balance of Rent	***$2,766.67***	***Due:***	***Upon Conclusion of Event within 10 days***

4. ARRANGEMENTS AND DETAILS: All facility setups, catering needs and function details should be finalized at least ten (10) days prior to the event with the Event Coordinator (623) 930-4300 If such information is not given, the CITY will determine needs based upon available information Changes requested less than ten days in advance are subject to surcharges.

5. SERVICES PROVIDED: One basic setup of chairs, head table, lectern and one microphone, general house lighting, heating, air conditioning and custodial service for banquets and meetings only.

6 EXTRA SERVICES, STAFF AND EQUIPMENT: Other optional services, staff and equipment are available for additional charge(s) Such fees are shown in the Facility Rental Sheet and the Personnel, Optional Equipment and Utility Rate Sheet Optional services and equipment must be finalized at least ten (10) days prior to the event with the Event Coordinator. Items requested after the ten (10) day period will be provided only if manpower and equipment are available

7 CATERING, ALCOHOL BEVERAGE AND CONCESSIONS. The rights to all catering, alcohol beverage and concessions are the exclusive rights of Glendale Civic Center on-site caterer They have a full-time manager on site to service all your food and beverage needs. No food or beverage may be brought into the facility, unless provided by Glendale Civic Center's exclusive caterer

8. DAMAGE TO BUILDING OR CONTENTS USER is responsible for damage to the facility, furnishings, fixtures or equipment, whether caused by USER, his guests, exhibitors or contractors, ordinary wear exempted. USER shall take all precautions to maintain the rented premises in good repair, and shall restore and yield same back to the CITY upon the termination of this Agreement. If the premises are not so kept by the USER, the CITY may enter the premises and do all things necessary to restore the premises to the prior condition, charging the cost to USER.

9. DECORATIONS AND FLAMMABLE MATERIALS:

- No decorations are allowed on any fixed glass surface in the facility *No pins, staples, nails or similar fasteners are permitted* on curtains or stage and table skirting. On walls and surfaces other than glass and tackboard, decorations may be *applied only with masking tape* User may apply decorations only in those rooms rented and shall not include hallways, lobbies, restrooms or other common areas.
- Any type of tape applied to the floor must be approved in advance by the Event Coordinator. Caution: Many brands do not come off the floor cleanly. User will be charged a cleanup fee for such tape.
- No staples or nails are to be driven into the Civic Center's tables, walls or other fixtures
- All decorations must be flame-retardant. Proof of a satisfactory flame retardant may include a flame test. Materials not passing will be prohibited.

10. PUBLIC SAFETY: USER agrees that at all times they will conduct their activities with full regard to public safety and will observe and abide by all applicable regulations and requests by CITY and duly authorized governmental agencies responsible for public safety

11. SAMPLES: Neither USER nor User's exhibitors shall give away or sell food items under the terms of this Use Agreement without the express written consent of CITY

12. NOVELTY ITEMS: Novelty items may be sold by USER and must be approved in advance by CITY. Unless otherwise agreed in writing, in addition to the rent user shall pay twenty-five percent (25%) of the gross sales of novelty items to the CITY immediately after completion of the day's sales CITY shall designate stand location for merchandising such items, and reserves the rights to inventory all merchandise in and out.

13 TAXES. The CITY shall not be responsible for the payment of any taxes arising out of or connected with the use of the premises by the USER. USER shall be responsible for the payment of said taxes

14. PROPERTY LIABILITY: CITY assumes no responsibility whatsoever for any property placed by USER in the Civic Center. USER hereby expressly releases and discharges CITY from any and all liabilities for any loss, injury or damages to property which may or do arise out of or be related to the occupancy and use of said premises under this agreement All watchmen or other protective service desired by the USER must be arranged for by special agreement with the CITY and the USER is responsible for all costs connected therewith.

15. LOST & FOUND /PROPERTY LEFT The Civic Center assumes no responsibility for personal items, meeting room equipment or decorations left in the meeting rooms. Items left will be maintained in the Administration Office for a period of thirty (30) days If not claimed in thirty (30) days, items will become CITY property and sent to the City of Glendale Materials Management Department for disposal in accordance with applicable laws and regulations. The facility reserves the right to charge storage for large items left during the initial period of (30) days.

16 ACCESS: It is understood and agreed that the CITY hereby reserves the right to control and manage the Glendale Civic Center and to enforce all necessary and proper rules for its management and operation The Civic Center Manager and employees supervised by the Manager shall have free access at all times to all spaces occupied by the USER

17. OBJECTIONABLE PERSONS. CITY reserves the right to eject or cause to be ejected from the premises any objectionable person or persons; and neither CITY nor any of its officers, agents or employees shall be liable to USER for any damages that may be sustained by USER through the exercise by CITY of such right.

18. ASSIGNMENT: The USER shall not assign or sublet this agreement without the written consent of the CITY.

19. COMPLIANCE WITH LAW. The USER shall use and occupy said premises in a safe and careful manner and shall comply with all applicable municipal, state and federal laws, and all rules/regulations (as prescribed by the Glendale Civic Center, fire and police departments and other governmental authorities), as may be in force and effect during the rental

20 NOTICE OF DEFAULT. The USER and CITY mutually agree to provide reasonable notice and time to cure or remedy a default under this agreement, with the exception of situations involving personal safety, immediate waste and damage to the facilities.

21. CANCELLATION BY USER: Should USER cancel an event, no refund of the deposit shall be made.

22. TERMINATION BY CITY: The CITY reserves the right to terminate the use granted by this Use Agreement for good cause In the event CITY exercises the right retained by it hereunder, it shall refund, or, as the case may be, release USER from liability for payment of any amount bearing the same proportion to the total payment provided for in this use as the period in which the facilities are in fact not utilized bears to the total duration of use. Should the CITY exercise said right to terminate this Use Agreement for cause, USER agrees to forego any and all claims for damages against CITY and further agrees to waive any and all rights which might arise by reason of the terms of this use; and USER shall have no recourse of any kind against CITY

23. PATENTS, TRADEMARKS, LICENSES: USER will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. USER agrees to indemnify, defend and hold harmless CITY from any claims or costs, including, but not limited to, penalties and legal fees, which might arise from question of use of any such material described above

24. EVENT INTERRUPTION: CITY shall retain the right to cause the interruption of any performance in the interests of public safety, and to likewise cause the termination of such performance when in the sole judgment of CITY such act is necessary in the interest of public safety. Should it become necessary in the judgment of CITY to evacuate the premises because of a bomb threat or for other reasons of public safety, the USER will retain possession of the premises for sufficient time to complete presentation of his activity without additional rental charge providing such time does not interfere with another users event. If it is not possible to complete presentation of the activity, rental shall be forfeited, prorated, or adjusted, at the discretion of the Civic Center Manager, based on the situation, and the USER hereby waives any claim for damages or compensation from the CITY.

25. SCHEDULING OF OTHER EVENTS; RESERVATION OF RIGHTS: CITY may schedule and contract with other events in parts of the Glendale Civic Center that are not part of the USER'S Use Agreement. The Glendale Civic Center may schedule and contract for similar events both before and after the dates of a User's Use Agreement without notice to the USER, unless otherwise specified in writing in the Use Agreement CITY may schedule and contract for similar events both before and after the dates of this Use Agreement without notice to USER, unless otherwise specified in writing CITY reserves the right to re-assign meeting space to an equivalent or better space, or upon more favorable terms, as the CITY, in its sole discretion, deems necessary.

26. LEGAL CONSTRUCTION: The laws of the state of Arizona shall govern this Use Agreement.

27. ENTIRE AGREEMENT. The parties hereto agree that all of their agreements are fully set forth herein and that no oral statement or representations of any kind have been made upon which either party shall have the right to rely. This shall not limit the CITY from imposing any reasonable additional rules or regulations that may be necessary in the best interest of the operations of the facilities

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed and dated the day and year first above written.

CITY:	**CITY OF GLENDALE**	**USER:**	Susan Proctor ~~Jodie Epperson~~ **American Express Travel Related Services Company, Inc.**
By		**By**	
Title:	**Civic Center Manager**	**Title**	
Date:	10/11/12	**Date**	10/11/12

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VENUE CONTRACT ADDENDUM

For: AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC
Vendor Name: Glendale Civic Center
Address:
5750 W. Glenn Dr.
Glendale, AZ 85301

Program: AmexSELLence PHX

Contact: Diane Williams
Tel: 623.930.4312
Email: DWilliams@GLENDALEAZ.com

Program Dates: Thursday, October 11, 2012
From: Alanna Caron, Meeting Manager
Tel: 561.967.8541
Email: Alanna.caron@maxvantagemeetings.com
Program Number: Starcite# AXG06126 **MOC#**12498

Should there be any conflict between this Addendum and any other written agreement governing the meeting/incentive, this Addendum shall take precedence.

I. CANCELLATION
AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. may cancel the Agreement for any other reason ("Without Cause") at its sole discretion. If AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. cancels the Agreement Without Cause, AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. will pay VENUE a Cancellation Fee calculated using the following Cancellation Fee:

Duration Prior to Operation	Cancellation Payments
181 days or more	No cancellation fees imposed
180 - 91 days	25% of anticipated Net Profit less any space/ services as stated in the contract resold*
31 - 90 days	50% of anticipated Net Profit less any space/ services as stated in the contract resold*
30 days - 7 days	75% of anticipated Net Profit less any space/ services as stated in the contract resold*
7 days or less	100% of anticipated Net Profit less any space/services as stated in the contract resold*

"Net Profit" is defined as 70% of estimated total revenue (excluding tax).
*AMERICAN EXPRESS agrees to pay, in addition to Net Profit, any reasonable, non-refundable expenses incurred, provided VENUE can substantiate expenses with auditable proof.

The Cancellation Fee described in section I will constitute AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. entire liability to VENUE in the event of a cancellation of the event for the harm, if any, caused to VENUE as a result of such cancellation AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. does not commit to any additional cancellation charges unless agreed in a signed amendment to this Addendum

I. ATTRITION – ATTENDANCE ATTRITION

Duration Prior to Program	Attrition Guidelines
Date this Addendum is signed to Event Date	AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. may reduce the number of attendees or contracted services by a minimum of 25% without any charge, at any time up to the day of the event.
In the event of a cancellation AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. this reduction will be taken before any cancellation fees are calculated Such payment will be made after conclusion of the program	

II. GENERAL

1. **Re-sell:** The VENUE will make every effort to resell services or space as stated in the contract, in order to reduce cancellation and/or attrition fees. Resold services as stated in the contract and/or space will be credited towards reducing any obligations that AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. may have incurred AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. will not pay any cancellation fees until after the Scheduled Event Date.

2. **Rebooking:** VENUE agrees that 100% of the cancellation fee, less audited expenses incurred, charged to AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. may be used as a credit toward any other program booked through AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC within 12 months of the canceled program.

3. **Service, Miscellaneous Fees & Taxes**: All fees and taxes must be in writing and in this Addendum or the VENUE'S Contract prior to signature. Once the VENUE Contract is signed, the VENUE cannot add additional charges to the group or its attendees for agreed up services or items provided by the VENUE.

4. **Indemnification and Insurance:**
   a. AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. and VENUE agree to defend, indemnify, and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including reasonable attorney's fees and costs arising from the defense of any claim, action, cause of action arising out of or resulting from any act taken or committed to AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. or VENUE pursuant to the performance of each party's obligations hereunder or which may be asserted by third parties, except for the willful misconduct or negligence of the other party.
   b. VENUE agrees to provide and maintain in effect at all times during the Term of the Agreement, at VENUE'S sole expense, the following minimum insurance coverage for liability which may arise out of or result from the services or operations of VENUE under this agreement. All insurance policies shall be issued by companies licensed to do business in the states where the services are delivered, must be rated "A-" "X" or better by A.M. Best and shall be primary to and non-contributory with any insurance maintained by AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.
   (1) Workers' Compensation and Employer's Liability Insurance providing for occupational disease and disability benefits covering each VENUE employee in accordance with applicable statutory, federal or other legal workers' compensation requirements. In the case of Employers' Liability, an amount of not less than $1,000,000 per accident for bodily injury by accident, $1,000,000 policy limit by disease and $1,000,000 per employee for bodily injury by disease, or as may be required by applicable law, whichever is greater.
   (2) Commercial General Liability Insurance written on an occurrence form and covering bodily injury, property damage, personal injury, products and completed operations and contractual liability arising out of the services provided under this agreement with minimum limits of $5,000,000 per occurrence and in the annual aggregate. The policy shall be endorsed to include AMERICAN EXPRESS TRAVEL RELATED SERVICES, INC, its subsidiaries, directors, officers, employees, agents and affiliates, as additional insured.
   (3) Liquor Liability with minimum limits of $5,000,000 per occurrence and in the annual aggregate The policy shall be endorsed to include AMERICAN EXPRESS TRAVEL RELATED SERVICES, INC, its subsidiaries; directors, officers, employees, agents and affiliates as additional insured. If VENUE does not own/operate the venue serving alcohol during this program, nor provide direct service or alcoholic beverages through a liquor license issued directly to VENUE, this requirement is not applicable to VENUE. However, this

does not relieve VENUE of its obligation to require liquor liability insurance coverage, as applicable, per section 6 (c) below).

(4) If transportation services will be provided, Commercial Automobile Liability providing coverage for owned, hired, and non-owned motor vehicles used in connection with this Agreement in an amount of not less than $1,000,000 per occurrence Combined Single Limit (CSL) for bodily injury and property damage. The policy shall be endorsed to name AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., its subsidiaries, directors, officers, employees, agents, and affiliates as Additional Insured.

(5) Property Insurance Policy insuring all VENUE real and personal property on a replacement cost basis. Notwithstanding any other provision in this Agreement, VENUE hereby waives any rights of recovery against AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. its subsidiaries, directors, officers, employee's agents, and affiliates for any losses covered under such property insurance, including any deductible or self-insured amounts. VENUE property insurance policy shall include a waiver of subrogation against AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. its subsidiaries, directors, officers, employees, agents and affiliates.

c. VENUE must require that each subcontractor, vendor, venue and/or other provider used in connection with this agreement maintain and evidence its own policies of insurance in accordance with the minimum requirements in this section 4 and such other insurance policies as are reasonable and customary for the business of and the services provided by such subcontractor, vendor, venue and/or provider. VENUE shall be liable to AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. for all damages incurred by AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. as a result of VENUE'S failure to require the subcontractors, vendors, venues and/or other providers to carry adequate insurance coverage as prescribed herein.

d. The insurance required in this section 4 (b) shall in no way relieve or decrease VENUE'S liability that may be set forth elsewhere in this Agreement or as may otherwise exist.

5. **Final Bill:** VENUE will send two (2) copies of the final master bill within ten (10) days of the close of the Program. Final payment will be paid to the VENUE only after receipt of invoice on all final and undisputed charges. AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. will not be responsible for any additional charges sent after the final bill has been reconciled.

6. **Restriction:** The VENUE confirms that services will not be rendered to a competing or related industry during the contracted services dates, without the written consent of AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. Competitors include: Citigroup, MasterCard Associations (US and International – including Eurocard), VISA Association (US and International), JP Morgan Chase, Bank of America, Diners Club, Capital One, Discover, Pay Pal and Carlson.

7. **Right of Termination:** AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC or VENUE (as described below) reserves the right to terminate this Agreement, by written notice to the other party at any time prior to Arrival Date, in the event one or more of the following occurs:

   a. The parties' performance under this Addendum and VENUE'S Contract is subject to acts of God, war, government regulation, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, or any other emergency beyond the parties' control making it inadvisable/impossible, illegal or which materially affects a party's ability to perform its obligations under this Addendum. This includes but is not limited to a travel warning imposed by the World Health Organization or the Center for Disease Control. Either party may terminate the Addendum and VENUE Contract for any one or more of such reasons upon written notice to the other party within ten (10) days of such occurrence without liability to the other party.

   b. In the event that either party shall enter into bankruptcy proceedings, become insolvent or subject to foreclosure, or take any other action for the benefit of creditors or relief of debtors prior to the Program, the other party shall have the right to terminate this contract without liability upon written notice to the other.

   c. Should a "red" alert by the Department of Homeland Security be in effect during the 30 day period prior to the Arrival Date, AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. may terminate this Addendum and VENUE Contract without liability.

   d. The VENUE shall promptly notify AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. if there is a change in the management which operates the VENUE or a change in ownership prior to the scheduled Program and AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. shall have the right to terminate this contract without liability upon written notice to the VENUE

8. **No Third Party Beneficiaries:** This Addendum A is for the sole benefit of the parties hereto and their successors and permitted assigns and nothing herein express or implied shall give or be construed to give any person other than the parties hereto any legal or equitable rights hereunder.

9. **LIMITATIONS OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION HEREOF, IN NO EVENT SHALL AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC., ITS DIRECT OR INDIRECT SUBSIDIARIES, CONTROLLED AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, NOR FOR ANY LOST PROFITS OR REVENUES, IN CONNECTION WITH OR ARISING OUT OF THIS ADDENDUM A

10. **Choice of Law:** This Addendum A shall be governed by and construed in accordance with the laws of the State of New York (without regard to the principles of conflicts of laws) and of the United States of America and any cause of action shall only be brought into a court of competent jurisdiction within New York, New York.

11. **Alternative Dispute Resolution;**
(A) Procedures: The Parties agree that any and all disputes, claims or controversies arising out of or related to this Addendum A, including any claims under any statute or regulation ("Disputes"), shall be submitted first to non-binding mediation. If the Disputes are not resolved through mediation, then, upon the election of either party, the Disputes shall be submitted for binding arbitration. Unless the parties agree otherwise, any mediation and/or arbitration shall take place in the State of New York, New York County, and shall be administered by, and pursuant to the rules of, the American Arbitration Association ("AAA").
(B) Restrictions on Arbitration: Disputes shall be arbitrated on an individual basis. There shall be no right or authority for any Disputes to be arbitrated on a class action basis or in a purported representative capacity on behalf of the general public or other persons or entities similarly situated. The arbitrator's authority to resolve Disputes and to make awards is limited to Disputes between the parties to this Addendum A alone, and is subject to the Limitations of Liability set forth in this Addendum A. Furthermore, Disputes brought by either party to this Addendum A against the other may not be joined or consolidated in arbitration with Disputes brought by or against any third party, unless agreed to in writing by all parties No arbitration award or decision on any Disputes shall be given preclusive effect as to issues or claims in any dispute with anyone who is not a party to the arbitration. Should any portion of this Section 28.B. be stricken from this Addendum A or deemed otherwise unenforceable, then this entire Section 28 shall be stricken from this Addendum A.
(C) Enforcement: The provisions of this Section 28 may be enforced in a court of competent jurisdiction.
(D) Costs of Arbitration Proceedings: The parties will be responsible for paying their respective shares of the arbitration fees (including filing, administrative, hearing and/or other fees) as provided by AAA rules.

12. **Americans with Disabilities Act:** VENUE and all vendors used must be in compliance with Americans with Disabilities Act (Public Law 101-336)

13. **Fire Safety:** VENUE warrants that all vendors and venues used have (or will have at the time of the Program) hard-wire smoke detectors in each room and an automated sprinkler system in compliance with applicable state and federal law. VENUE will provide the venues' or activities' emergency evacuation plan to the designated meeting planner

14. **Payment:** AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. meeting card/corporate card payment will be accepted for deposits (pre-payment), and final invoice (post-event payment). There will be no additional fees charged for using American Express card products for meeting payments. Upon receipt and reconciliation of final master bill, the meeting/corporate card holder will fax or e-mail a payment authorization letter to the VENUE. Charges will then be applied to the corporate/meeting card. No charges are authorized to be submitted on an American Express Meeting/Corporate Card until such authorization is received by the VENUE. Unauthorized charges will be considered fraudulent and will be disputed.

15. **Signature Requirements:** VENUE will provide countersigned original copies of this Addendum and the VENUE Contract within 3 business days of VENUE'S receipt of such. If a countersigned copy of the VENUE Contract is not received by AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. within 3 business days of VENUE'S receipt, all modifications performed by AMERICAN EXPRESS TRAVEL RELATED

SERVICES COMPANY, INC. will be deemed accepted by VENUE. If a signed copy of this Addendum is not received by AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. within 3 business days of VENUE'S receipt, this Addendum will be deemed accepted by VENUE in the form as it existed when delivered by AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC

16. **Order of Precedence:** Should there be any conflict between this Addendum and any other written agreement governing the Program (for example, the VENUE Contract), this Addendum shall take precedence. This addendum, along with any other written agreement governing the Program represents the entire agreement between VENUE and AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

17. **Confidentiality:** Subject to A.R.S. § 39-121 *et seq.* Each party agrees during the course of this Agreement to maintain confidential information and materials in confidence and limit disclosure on a need to know basis. to take all reasonable precautions to prevent unauthorized disclosure, and to treat such information as it treats its own information of a similar nature, until the information becomes rightfully available to the public through no fault of the non disclosing party.
The parties agree that neither will disclose the existence of this Agreement, nor any of its details, or the existence of the relationship created by this Agreement, to any third party without the specific, written consent of the other. The parties may disclose this Agreement in confidence to their respective legal counsel, accountants, bankers, and financing sources as necessary in connection with obtaining services from such third parties Neither party may use the other party's name or trademarks in any type of advertisement materials, web sites, press releases, interviews, articles, brochures, business cards, project reference or client listings without the other's written consent.

18. **Entire Agreement:** This Addendum A, along with any other written agreement governing the Program, represents the entire agreement between VENUE and AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC.

(VENUE): GLELNDALE CIVIC CENTER

ACCEPTED BY: _____ **DATE:** 8/22/12

(AMERICAN EXPRESS): _____

ACCEPTED BY: _____ **DATE:** 8/22/12

"This document has been approved and is supported by American Express Company Global Procurement".