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09/19/2012

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 July 13, 2012
by and between the City of Glendale (hereinafter referred to as "**CITY**"),
and

**Ms. Kim Swayman** + Beverly Swayman
**Healthy Baby Happy Earth**
**623-847-0590**
**7149 North 57th Drive**
**Glendale, AZ 85301**

(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: **New Parenting Classes.**

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 |
|---|---|---|---|---|---|---|
| 9-15-12 | Saturday | Ruby | Move-In | 9:00 AM | 10:00 AM | |
| | | | Meetings | 10:00 AM | 4:30 PM | $125.00 |
| | | | Move-Out | 4:30 PM | 5:00 PM | |
| | | | | | Subtotal | $125.00 |
| | | | | | Sales Tax | **$3.38** |
| | | | | | **Total Rent Due** | **$128.38** |

3. TIMELY ACCEPTANCE OF AGREEMENT AND DEPOSITS: This USER agrees to return this Use Agreement, properly signed on the last page, no later than, ***July 27, 2012***, together with the following payment:

***Total Rent*** ***$128.38*** ***Due:*** ***August 15, 2012***

Such payments will be made payable to the Glendale Civic Center.

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 Civic Center 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 CITY 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. PUBLIC LIABILITY INSURANCE REQUIRED: Comprehensive Liability Insurance required for events using the facility. Insurance certificates must meet the following conditions: (a) provide at least $1 million combined single limit per occurrence of Comprehensive Liability Insurance from an insurance company acceptable to the Civic Center Manager and the CITY's Risk Manager; (b) If a USER provides an Aggregate Policy, the combined limit must be at least $2 million. (c) name the "City of Glendale" as an additional insured, (d) specify the dates applicable inclusive of move-in to move-out; and (e) be on file with the Civic Center ten (10) days prior to the start of the event.

19. INDEMNIFICATION/LIABILITY: The USER shall indemnify and hold harmless the City from all loss, cost, and expense, including attorneys' fees, arising out of any liability, or claim of liability, for injury or damages to persons or property sustained, or claimed to have been sustained, by anyone whomsoever, resulting in whole or in part from any act or omission of USER or any of its officers, agents, employees, guests, patrons or invitees and USER shall pay for any and all damage to the property of the CITY, or loss or theft of such property, done or caused by such persons: any claim arising out of or related to negligence of or by CITY, it's officers or employees shall be the CITY's responsibility to the extent such negligence is attributed to the CITY.

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

21. 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

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

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

29. ENTIRE AGREEMENT: The pa[illegible] ereto agree that all of their agreement[illegible] ully 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:** | Beauly ~~Kim~~ Swayman<br>**Healthy Baby Happy Earth** |
| **By** | | **By** | |
| **Title:** | **Civic Center Manager** | **Title** | |
| **Date:** | 9.17.12 | **Date** | 8/31/12 |