



PERFORMANCE AGREEMENT
Office of Special Events

This Performance Agreement ("Agreement") is entered into and effective this 9 day of October, 2013, by and between the City of Glendale, an Arizona municipal corporation ("City"), and Herbert Schilling, as Santa Claus, the Performer X Performer's Agent or Responsible Party ("Performer"). City engages the Performer to provide the type of entertainment as stated below:

TYPE OF PERFORMANCE

Santa Claus – meet and greets, appearances

TIME/DAY/DATE

Glendale Glitters Spectacular Weekend:

November 29 & 30, 2013 From 5:00pm- 10:00pm

December Weekend Events:

December 6 – December 21, 2013 from 6:00pm-10:00pm. Additional hours in the contract are for television appearances, commercial shoots, or anything for promotional value for the City of Glendale.

Location: Murphy Park, 5850 W. Glendale Avenue, Glendale AZ 85301 or where designated by City of Glendale employees.

Performer: Herbert Schilling

LENGTH OF PERFORMANCE. 52 hours Fee: \$40 per hour = \$2,080.00 (payable in two payments 50% before event and 50% at conclusion of December Weekend events)

PAYABLE TO. Herbert Schilling ADDRESS. [REDACTED] CITY Glendale STATE. AZ ZIP. 85303

City point of contact. Dory Ludwig, Marketing Department, Office of Special Events, 5800 W. Glenn Dr. Suite 150, Glendale, AZ 85301 623-930-2961. Any notice by Performer 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.

Note. Performer must complete a Tax Identification Number form The information provided on the form must be consistent with that listed above.

Insurance Insurance Required No Insurance Required Performer agrees to maintain general liability insurance with a limit of not less than \$1,000,000 for each occurrence while this Agreement is in effect. Insurance shall name the City as an additional insured. Proof of insurance must be provided to the City no later than the effective date of this Agreement.

Indemnity. To the extent permitted by law, Performer agrees to defend, 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 Performer or Performer's agents, employees, or authorized volunteers in connection with performance 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 Performer from and against any and all claims

Release. To the extent permitted by law, Performer releases and discharges the City from any liability for personal injury or property damage whatsoever connected with the performance(s) under this Agreement Performer understands that this release is a contract with legal consequences.

Nonperformance. If the performance(s) under in 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 Performer.

Copyrights. City has copyright agreements with BMI and ASCAP. Performer is limited to performances licensed by the organizations above. Performer has the duty to verify the proper licensure of music. Performer agrees to defend, indemnify and hold City harmless of any fees, charges, penalties, or other costs that result from the performance of any materials subject to the copy rights for which the appropriate permission has not been secured.

Independent Contractor Performer is an independent contractor and not an employee of City. Performer is responsible for paying all State and Federal and Social Security taxes and any applicable royalties or fees

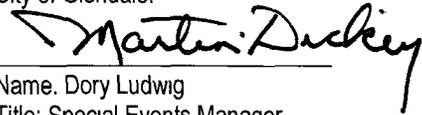
Immigration Laws. Operator warrants, to the extent applicable under A R S § 41-4401, that it has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects SPONSOR 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.

Jurisdiction/Conflicts. 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 *Arizona Revised Statutes* § 38-511.

Effective Date/Termination. This Agreement is effective as of the date of the last signature affixed below and terminates upon the conclusion of the performances required, inclusive of the removal of all persons and equipment associated with the performance from City premises. This Agreement may be terminated by either the City or Performer by providing no less than 30 days written notice to the other party. 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 within this Agreement.

City of Glendale.



Name: Dory Ludwig
Title: Special Events Manager
Date:

Performer:



Name: Herbert Schilling
Title: Santa Claus
Date:

09-10-13

ATTEST:


City Clerk (SEAL)

APPROVED AS TO FORM


Michael D. Bailey, City Attorney

Date