C-8690
10/09/2013

CITY CLERK
ORIGINAL

GLENDALE

City of Glendale
Office of Special Events

Operator Agreement

This Operator 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, Cindy Schilling as Mrs. Clause and Santa's Photographer ("Operator"). City agrees to permit Operator to provide photographs for Santa at the following Event(s) subject to the terms and conditions set forth below.

Event(s):
Glendale Glitters Spectacular, November 29 & 30, 2013, from 5:00 pm – 10:00 pm both nights.
Downtown Holiday Lighting Season, December 6-December 21, 2013 from 6:00 pm – 10:00 pm each Friday and Saturday night.

Place: Downtown Glendale and surrounding areas

Address: 58th and Glendale Avenues

Type of Booth: Photo Booth with Santa

Items to be Sold: Pictures with Santa

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 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.

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.

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.

Signatures are on the following page.

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

Name: Cindy Schilling
Phone: 623-570-5554

City of Glendale:

Martin Dickey — Date
Special Event Manager
5800 W. Glenn Drive, Suite #150
Glendale, AZ 85301

Operator:

Cindy Schilling — 10-10-13
Cindy Schilling — Date
Mrs. Claus or Santa's Photographer
[redacted]
Glendale, AZ 85303

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney