GLENDALE

CITY CLERK ORIGINAL

City of Glendale Office of Special Events Operator Agreement

C-9418
09/29/2014

This Operator Agreement ("Agreement") is entered into and effective this 29 day of September, 2014, by and between the City of Glendale, an Arizona municipal corporation ("City"), and Stone Harbor Bar and Grill ("Operator")

1 Event City agrees to permit Operator to participate at the following Event(s) subject to the terms and conditions set forth below and for no other purpose

Event Name	Event Dates	Vendor Type	Booth Size	Participation Fees Due to City
Glendale Glitters Spectacular	**November 28-29, 2014**	Food	**10x20**	$360.00
Downtown Holiday Lighting Season				
Glendale Glitter & Glow				
Glendale Chocolate Affaire				

2 Insurance Before commencing any services under 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 must provide primary coverage

3. 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

4 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

5 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

6 Commission In consideration for the privilege to provide the above-described services during Events, Operator agrees to pay to the City twenty percent (20%) of gross sales net of taxes Payment must be post marked to the City within five days of the conclusion of each Event identified above

7 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

(Revised 9/4/14)

8 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

9 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 West Glendale Avenue, Glendale, Arizona 85301

10 Authority The following person shall have full authority to act on behalf of Operator at Events

Name	Charles Ostrowsky
Address, City, State, Zip.	261 96th st Stone Harbor, NJ 08247
Phone	609-602-9981
Email	C ostrowsky@yahoo com

(Signatures appear on the following page)

Executed to be effective on the date listed above

OPERATOR

Stone Harbor Bar and Grill

By _____

Its Operator

Date 10/16/2014

CITY.

City of Glendale

By _____

Its Special Event Division Manager

Date 11/19/14

ATTEST

_____

Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM

_____

Michael Bailey, City Attorney

(Revised 9/4/14)