



City of Glendale  
Office of Special Events  
Operator Agreement

C-9583  
11/11/14

**CITY CLERK**  
**ORIGINAL**

This Operator Agreement ("Agreement") is entered into and effective this 11<sup>th</sup> day of November 2014, by and between the City of Glendale, an Arizona municipal corporation ("City"), and Cutco Cutlery ("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				
Downtown Holiday Lighting Season				
Glendale Glitter & Glow	Jan. 10, 2015	Commercial 2	10x10	\$600.00
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.



Executed to be effective on the date listed above.

OPERATOR:

Cutco Cutlery

By: Jason Jeffrey  
Its: Coordinator  
Date: 11/11/14

CITY:

City of Glendale

By: Martin Dickey  
Its: Special Event Division Manager  
Date: 1/7/15

ATTEST:

Pam Hanna  
Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael Bailey  
Michael Bailey, City Attorney