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No. 1501003

# Glendale Civic Center
# CITY USE AGREEMENT

**5750 W. Glenn Drive**
**Glendale, AZ 85301**
**(623) 930-4300, fax (623) 930-4319**

THIS USE AGREEMENT, made and entered into January 20, 2015
by and between the City of Glendale (hereinafter referred to as "**CITY**"),
and

**Martin Dickey**
**City of Glendale**
**Special Events Department**
***5850 West Glendale Avenue***
**Glendale, AZ 85301**
**(623) 930-2959**

(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: **City of Glendale Chocolate Affaire.**

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 |
|---|---|---|---|---|---|---|
| 1-30-15 | Friday | | Move-In | 11:00 AM | | |
| | | Diamond B | Special Event Use | 11:00 AM | 10:00 PM | $288.00 |
| | | Ruby | | | | $150.00 |
| | | | Move-Out | 10:00 PM | 10:30 PM | |
| 1-31-15 | Saturday | | Move-In | 9:00 AM | | |
| | | Diamond A | Special Event Use | 9:00 AM | 10:30 PM | $288.00 |
| | | Ruby | | | | $150.00 |
| | | | Move-Out | 10:30 PM | 11:00 PM | |
| | | | | | Subtotal | $876.00 |
| | | | | | Facility Service Charge | $43.80 |
| | | | | | Facility Equipment Rental | $35.00 |
| | | | | | Sales Tax | $34.49 |
| | | | | | **Total Rent Due** | **$989.29** |

3. TIMELY ACCEPTANCE OF AGREEMENT AND DEPOSITS: This USER agrees to return this license, properly signed on the last page, **Upon Receipt.** City Department will complete the information below and have the responsible party sign in Authorized Signature section.

4.

***Transaction Date:** _____ *The date entered here indicates effective date funds will be transferred.

| **IFRA #:** 553<br>**Transfer from: (Debit)** | | | *By signing here and indicating Fund, Department, and Account Number, Accounting can transfer funds to pay for your event. If you choose, the cost of your event may be split between different accounts.* | | |
|---|---|---|---|---|---|
| Fund | Dept | Account | Authorized Signature | Employee Number | Amount |
| 1870 | 14324 | 518200 | Martin Duckey | 14104 | ($ 989.29) |
| | | | | | ($ ) |
| **Total** | | | | | **($989.29 )** |

| **Transfer to: Credit** | | | | |
|---|---|---|---|---|
| Fund | Dept | Account | Description | Amount |
| 1740 | 01740 | 424400 | Rental Income | $876.00 |
| 1740 | 01740 | 424850 | Facility Service Charge | $43.80 |
| 1740 | 01740 | 426600 | Equipment Rental Revenue | $35.00 |
| 1740 | 01740 | 214800 | Sales Tax | $34.49 |
| **Total** | | | | **$989.29** |

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 Use 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 permitted 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. 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 *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.

13. 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 Administration Office for a period of thirty (30) days. If not claimed in thirty (30) days, items will be sent to the City of Glendale Materials Management Department for disposal. The facility reserves the right to charge storage for large items left.

14. 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.

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

16. 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 contract. CITY may also 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.

17. ENTIRE AGREEMENT: The parties hereto agree that all of their agreements are fully 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**

**By** _____

**USER:** **Martin Dickey**
**Special Events Division Manager**
**City of Glendale**

**By** Martin Dickey

| | | | |
|---|---|---|---|
| **Title:** | **Civic Center Manager** | **Title** | |
| **Date:** | 2-9-15 | **Date** | |