

CITY CLERK  
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Artist Activity Agreement

C-8747

01/09/2014

Parties

**“City”**

Glendale Public Art Program  
5850 West Glendale Avenue  
Glendale, Arizona 85301

and

**“Artist”**

Rachel Stegman  
Circus School of Arizona, LLC  
8083 East Via Del Desierto  
Scottsdale, Arizona 85258  
480-285-9635

- 1. Employment.** The Parties hereby enter into an Artist Activity Agreement (“Agreement”) for the following artist activity:  
Performance: Pop Up Glow Circus Parade and Shows  
Location: Downtown Glendale in partnership with City Special Events, Glitter and Glow Block Party  
Address: 58<sup>th</sup> Drive and Glendale Avenue  
Dates and times: Saturday, January 11, 4-10 p.m.
- 2. Compensation.** The City agrees to pay the Artist \$4,000 in two installments for the performance/artist activity titled Pop Up Glow Circus Parade and Shows. The first payment will be \$2,000 due within 14 calendar days of the effective date this agreement. The second installment will be \$2,000 due within 14 calendar days after completion of the project.
- 3. Indemnification.** Artist assumes the risk of all damage, loss, cost, and expense, and agrees to defend, indemnify and hold the City harmless from and against any and all liabilities, damage, loss, cost, and expense that may accrue to or be sustained related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions caused in whole or part by the Artist performing the work or services under this Agreement. This indemnity will be binding on Artist, its successors and assigns and will be in the benefit of and be available to the City. The above defense, indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City. This indemnification survives after the termination of the Agreement.
- 4. Insurance.** Artist 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 if required below. The 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.
- 5. Insurance Certification.** Artist certifies that the activities provided under this Agreement are casual or incidental in relation to the Artist’s other types of work or sources of compensation. Yes X No \_\_\_\_\_

<p><i>City Use Only.</i> Activities evaluated under Risk Management insurance criteria? Yes <u>X</u> No _____ Insurance Required? Yes <u>X</u> No _____</p>
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- 6. Independent Contractor.** Under the terms of this Agreement, Artist is an independent contractor and has and retains full control and supervision of the services performed. Furthermore, this Agreement is not intended to create, constitute, or otherwise to recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the parties rights and obligations shall be only those expressly set forth in this Agreement. Artist understands that no benefits are offered and hereby acknowledges that Artist expects no benefits during the term of this Agreement.
- 7. Background Investigation.** By signing this Agreement the Artist expressly authorizes the City to conduct all necessary and appropriate investigations under the law. This includes, but is not limited to employment history, criminal history and educational history.

8. **Immigration Laws.** Artist warrants, to the extent applicable under A.R.S. § 41-4401, that
  - 8.1 Artist does not have employee, or
  - 8.2 Artist 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 Artist to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the Artist or any of its employees participating in this Agreement to ensure compliance with this paragraph.
9. **Prohibitions.** Artist certifies, certifies under A.R.S. §§ 35-391 *et seq.*, and 35-393 *et seq.*, that he/she does not have, and during the term of this Agreement will not have, “scrutinized” business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
10. **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 A.R.S. § 38-511.
11. **Effective Date/Termination.** This Agreement is effective as of the date of the last signature affixed below and terminates upon the conclusion of the last performance described in the “Performance” section of this Agreement. The may immediately terminate the Agreement upon Artist’s nonperformance or breach of a material term in this Agreement.
12. **Miscellaneous.** Artist agrees to use his/her best efforts to promote the interests of the City and to devote his/her full business time and energy to the position during the terms of this Agreement and to perform all functions in a professional manner.
13. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
14. **Assignment.** This Agreement is personal to the Artist, and cannot be assigned to another party without first obtaining the written consent of Glendale.

I have read the foregoing and agree to the terms including the period and nature of my service, and rate of payment.

"Artist":

Circus School of Arizona, LLC

Rachel Stegman 12-31-2013  
Rachel Stegman

"City":

CITY OF GLENDALE  
Erik Strunk 1.6.14  
Erik Strunk  
Executive Director  
Parks, Recreation and Library Services

ATTEST:

[Signature]  
City Clerk

APPROVED AS TO FORM.

[Signature]  
MICHAEL BAILEY  
City Attorney

ENDORSEMENT # 011

This endorsement, effective 12:01 AM 04/25/2013

Forms a part of policy no.: 014245891

Issued to: PERFORMERS OF THE U.S.  
CLOWNS OF THE U.S.

By: LEXINGTON INSURANCE COMPANY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY POLICY, COVERAGE APPLICABLE TO COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (SECTION I - COVERAGES) ONLY

- A. Section II - Who Is An Insured** is amended to include any person or organization you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B. The insurance provided to the above described A additional insured under this endorsement is limited as follows.**
1. COVERAGE A BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
  2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product".
  3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance shown in the Declarations pertaining to the coverage provided herein.
  4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services, including, but not limited to:
    - i. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
    - ii. Supervisory, inspection, architectural, or engineering activities.
- 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product" included in the "product-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.**
- 6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis.**
- C. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions. Failure to comply with this provision may, at our option, result in the claim or "suit" being denied.**



Authorized Representative OR  
Countersignature (In states where applicable)

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/16/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MMA - Minneapolis 7225 Northland Dr N #300 Minneapolis, MN 55428 Phone 763-746-8000 Colleen Johnson	<b>CONTACT NAME</b> Stephanie Weiss <b>PHONE (A/C, No, Ext)</b> 715-246-8908 <b>FAX (A/C, No)</b> 715-246-4257 <b>E-MAIL ADDRESS</b> certs@specialtyinsuranceagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Lexington Insurance Company</td> <td>19437</td> </tr> <tr> <td>INSURER B</td> <td></td> <td></td> </tr> <tr> <td>INSURER C</td> <td></td> <td></td> </tr> <tr> <td>INSURER D</td> <td></td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Lexington Insurance Company	19437	INSURER B			INSURER C			INSURER D			INSURER E			INSURER F	
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<b>INSURED</b> Performers of the U S and Club Members Phone. 715-246-8908 Fax 715-246-4257 Attn Stephanie Weiss PO Box 24 New Richmond, WI 54017																					

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE	\$ 3,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
	<input checked="" type="checkbox"/> LX9776 08/04	X	X	014245891	04/25/13	04/25/14	PERSONAL & ADV INJURY	\$ 3,000,000
	<input checked="" type="checkbox"/> LX0404						GENERAL AGGREGATE	\$ 5,000,000
	GENL AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	\$ 5,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR						AGGREGATE	\$
	<b>EXCESS LIAB</b>							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DED							\$
	RETENTION \$							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						WC STATU-TORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in Nh)		Y/N	N/A			E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E L DISEASE - EA EMPLOYEE	\$
							E L DISEASE - POLICY LIMIT	\$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

PERFORMER IS A NAMED INSURED AS A MEMBER OF PERFORMERS OF THE U S (FORM LEXDOC021 LX0404)  
Rachel B Stegman dba The Circus School of Arizona, LLC and CSA Events  
Additional Insured City of Glendale, Glendale Public Art Program, A Division of Parks, Recreation & Library Services, Glendale Glitter and Glow, Gregangelo & Velocity Arts and Entertainment

Attn Mojgan Vahabzadeh (Glendale Public Art Program) Email rmvahabzadeh@glendaleaz.com, achel@circusschoolofarizona.com

<b>CERTIFICATE HOLDER</b>  City of Glendale 5850 West Glendale Avenue Glendale, AZ 85301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Stephanie Weiss</i>
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