

**SERVICES AGREEMENT
(Not Construction Related)**

Brochure Distribution Service and Warehouse Storage for the Glendale Convention & Visitors Bureau

This Services Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and Certified Folder Display Service, Inc, a California corporation, authorized to do business in Arizona ("Consultant") as of the ____ day of _____, 2022 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with services ("Services") consistent with industry-best practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City desires Council ratification of city expenditures with Consultant from FY2017 through FY2022 as set forth in Exhibit D. This ratification is necessary as, over the course of six (6) years, expenditures with Consultant have exceeded \$50,000 and therefore require Council approval; and
- E. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

2. Schedule. The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project. Nevertheless, this Agreement terminates one year from the effective date.

3. Consultant's Work.

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

- (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 Compliance.

- a. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- b. Consultant must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

3.4 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$16,606.22 for the term of this Agreement. This Agreement also serves to ratify previous expenditures with Consultant from FY2017 through FY2022 totaling \$76,626.85 that are paid in full by the City, and as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.

- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provisions of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **\$1,000,000** per accident for bodily injury or disease.

8.2 **Indemnification.**

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this

Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.

- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

8.3 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.4 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.5 **Waiver of Subrogation.** **Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire** from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.6 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

- 8.7 Subcontractors. Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.8 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

9. **E-verify, Records and Audits.** To the extent applicable under A.R.S. § 41-4401, the Consultant warrants its compliance and that of its Subconsultants with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). The Consultant or Subconsultant's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by the City under the terms of this Agreement. The City retains the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The Consultant and Subconsultant warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The Consultant and Subconsultant shall cooperate with the City's random inspections, including granting the City entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.
10. **No Boycott of Israel.** To the extent A.R.S § 35-393 through § 35-393.03 are applicable, the parties hereby certify that they are not currently engaged in, and agree for the duration of the Agreement to not engage in, a boycott of goods or services from Israel, as that term is defined in A.R.S § 35-393.
11. **Attestation of PCI Compliance.** When applicable, the Contractor will provide the City annually with a Payment Card Industry Data Security Standard (PCI DSS) attestation of compliance certificate signed by an officer of Contractor with oversight responsibility.

12. **Notices.**

- 12.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.
- 12.2 Representatives.
- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Certified Folder Display Service, Inc.
c/o Bill Deering, Sr. Vice President/General Manager
1120 Joshua Way
Vista, California 92081

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Danielle Dutsch, CVB Administrator
Glendale Convention & Visitors Bureau
9494 W. Maryland
Glendale, Arizona 85305

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

13. Entire Agreement; Survival; Counterparts; Signatures.

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts, if any, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every

other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

- 13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
- 13.5 Remedies. All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 13.6 Severability. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 13.7 Counterparts. This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. Term.

- 14.1 The term of this Agreement commences upon the effective date and continues for a one-year period. There are no automatic renewals.
- 14.2 Extension for Procurement Processes. Upon the expiration of the Term of this Agreement, including the initial term and any renewals, at the City's sole discretion, this Agreement may be extended on a month-to-month basis for a maximum of six (6) months to allow for the City to complete its procurement process to select a vendor to provide the services/materials similar to those provided under this Agreement. The City will notify the Contractor in writing of its intent to extend the Agreement at least thirty (30) calendar days prior to the expiration of the Term. Any extension provided under this subsection will continue under the same terms and conditions as in effect immediately prior to the expiration of the then-current term.

15. Dispute Resolution. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered according to the American Arbitration Association's Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

16. Exhibits. The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation

[SIGNATURES ON FOLLOWING PAGE.]

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

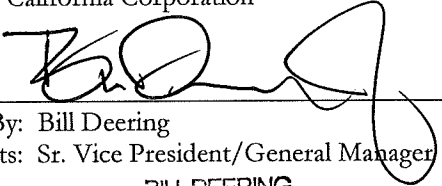
ATTEST:

Julie K. Bower
City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Certified Folder Display Service, Inc.,
a California Corporation



By: Bill Deering
Its: Sr. Vice President/General Manager

BILL DEERING
SR. VICE PRESIDENT

EXHIBIT A
Services Agreement

PROJECT

Consultant to distribute promotional brochures monthly for the Glendale Convention & Visitors Bureau throughout the Valley and other regions of the State of Arizona and Palm Springs area (Super Cities) in the State of California as well as provide warehouse storage and shipping services for the 2022 and 2023 Official Glendale Travel Guide.

EXHIBIT B
Services Agreement

SCOPE OF WORK

The scope of work requires the following:

Consultant will be responsible for monthly distribution of Visit Glendale's brochures. Distribution Program areas include:

- 353 sites in the Phoenix Area
- 27 sites-Arizona Local Marketing
- 223 sites-Arizona I-40/Grand Canyon areas
- 149 sites-Tucson/Nogales areas
- 1-Phoenix-Mesa Gateway Airport
- 172 sites in the Palm Springs Area (Super Cities)
- 30 sites-Picacho/Casa Grande areas
- 1-VisitorTips.com Banner Ad-Phoenix Area (Online listing)
- Federal Express-Shipping

Warehouse storage for the 200 and 2023 Official Glendale Travel Guide

EXHIBIT C
Services Agreement

SCHEDULE

The schedule for this project is for a one-year period beginning July 1, 2022 ending on June 30, 2023. All brochures are to be distributed on a monthly basis.

EXHIBIT D
Services Agreement

COMPENSATION

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the contract term of this Project must not exceed \$16,606.22. Furthermore, this Agreement, and its subsequent approval by City Council serves to ratify total expenditures of \$76,626.85 with Consultant from FY2017 to FY2022.

Total expenditures for each of the years from FY2017 through FY2022 were as follows:

2017:	\$12,335.95	
2018:	\$12,506.89	
2019:	\$11,883.90	
2020:	\$12,818.87	
2021:	\$11,986.37	
2022:	\$15,094.87	
	Total expenditures to ratify for above listed years:	\$76,626.85 (Paid in Full)
	Plus compensation for this agreement:	<u>\$16,606.22</u>
	TOTAL:	<u>\$93,233.07</u>

DETAILED PROJECT COMPENSATION

Consultant to provide an invoice for the services included in this Project in an amount not to exceed \$16,606.22. No terms set forth in any invoice, purchase order, or similar document issued by Contractor will be deemed accepted by City; the terms of the contractual relationship between the Parties are as set forth in this Agreement.



DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 041400 - David Whitten
 ADVERTISER ID: 111233
SHIP TO:
 ADVERTISER: City of Glendale
 CONTACT: Danielle Dutsch, Tourism Manager
 EMAIL: DDutsch@glendaleaz.com
 ADDRESS1: 9494 W. Maryland Ave, 3rd Flr
 ADDRESS2:
 CITY: Glendale
 STATE: AZ ZIP: 85305
 PHONE: (623) 930-4500 FAX: (623) 463-2337

FEDERAL TAX ID: 86-6000247 REF: 21-0122294
 PO NUMBER:
BILL TO:
 ADVERTISER: City of Glendale
 CONTACT: Danielle Dutsch
 WEB SITE: www.visitglendale.com
 ADDRESS1: 9494 W. Maryland Ave, 3rd Flr
 ADDRESS2:
 CITY: Glendale
 STATE: AZ ZIP: 85305
 PHONE: (623) 930-4500 FAX: (623) 463-2337

RENEWAL
 DATE: 07/25/2022
 CONTRACT: 22-0126305 REV: 00001
 START DATE: 07/01/22
 END DATE: 06/30/23

NAME OF BROCHURE / PUBLICATION:
 Glendale Brochure Distribution/OVG Storage
 INVENTORY ID NUMBER: 001622

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MNTH	GROSS FEE	OVER2M	SPEC	VT100	NET FEE

COMMENTS/SPECIAL INSTRUCTIONS:
 We've included your City of Glendale Visitor Guide Storage for the next FY on this agreement. We've added \$500.00 for FEDEX shipping 2/1/23. This will cover FEDEX shipping when we receive your new OVG Feb. '23 through Jun '23- Thank you! Certified Folder and Team AZ!

SUB TOTAL: 16,606.22
 APPLICABLE SALES TAX: 0.00
 TOTAL NET FEE: 16,606.22

APPROVED BY ADVERTISER
 AGREEMENT TO TERMS. Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.
 Your Signature: [Signature]
 Name (print): [Signature]
 Title: [Signature] Date: [Signature]

MONTHLY BILLING SCHEDULE (Including applicable sales tax)
 Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Jun	Jul	Aug	Sept	Oct	Nov
0.00	2,972.86	1,186.43	1,186.43	1,320.17	1,320.19
Dec	Jan	Feb	Mar	Apr	May
1,264.62	1,964.62	1,464.62	1,464.61	1,230.88	1,230.79

TERMS. The agreed payment is NET CASH. Payment shall be made not later than 30 days from invoice date. If unpaid, a late charge of 1 1/2% per month or 18% annually will be added on the unpaid balance and monthly thereafter until paid. Advertiser agrees to pay all collection costs including reasonable attorney's fees.

APPROVED BY (Certified Folder Display corporate office)
 Signature: [Signature]
 Name (print): BILL DEERING
 Title: SR. VICE PRESIDENT Date: 9/9/22

PREPAYMENT OPTION
 PREPAYMENT DISCOUNT (Please check one) Yes No (8.00% on all applicable programs) : (1,032.50)
TOTAL PREPAID FEE

PLEASE SELECT

TOTAL NET FEE: 16,606.22
 SUBTOTAL: 15,573.72
 APPLICABLE SALES TAX: 0.00
 15,573.72



DISTRIBUTION SERVICE AGREEMENT

SALESPERSON: 041400 - David Whitten
 ADVERTISER ID: 111233
SHIP TO:
 ADVERTISER: City of Glendale
 CONTACT: Danielle Dutsch, Tourism Manager
 EMAIL: DDutsch@glendaleaz.com
 ADDRESS1: 9494 W. Maryland Ave, 3rd Flr NEW ADDRESS:
 ADDRESS2:
 CITY: Glendale
 STATE: AZ ZIP: 85305
 PHONE: (623) 930-4500 FAX: (623) 463-2337

FEDERAL TAX ID: 86-6000247 REF: 21-0122294
 PO NUMBER:
BILL TO:
 ADVERTISER: City of Glendale
 CONTACT: Danielle Dutsch
 WEB SITE: www.visitglendale.com
 ADDRESS1: 9494 W. Maryland Ave, 3rd Flr NEW ADDRESS:
 ADDRESS2:
 CITY: Glendale
 STATE: AZ ZIP: 85305
 PHONE: (623) 930-4500 FAX: (623) 463-2337

RENEWAL

DATE: 07/25/2022
 CONTRACT: 22-0126305 REV: 00001
 START DATE: 07/01/22
 END DATE: 06/30/23

NAME OF BROCHURE / PUBLICATION:
 Glendale Brochure Distribution/OVG Storage
 INVENTORY ID NUMBER: 001622

We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SITES	START DATE	END DATE	MONTHLY FEE	#MNTH	GROSS FEE	OVER2M	SPEC	VT100	NET FEE	
1-VM-1-SW/P	Phoenix Area	353	07/01/22	06/30/23	771.00	12	9,252.00	-1,387.80	-1,415.56	0.00	0.00	6,448.64
1-LM-7-SW/A	Arizona - Local Marketing	27	07/01/22	06/30/23	102.75	12	1,233.00	-184.95	-188.65	0.00	0.00	859.40
1-VM-1-SW/F	Arizona I-40/Grand Canyon	223	07/01/22	12/31/22	438.70	6	2,632.20	-394.83	-402.73	0.00	0.00	1,834.64
1-VM-1-SW/T	Tucson/Nogales	149	11/01/22	04/30/23	335.35	6	2,012.10	-301.82	-307.85	0.00	0.00	1,402.43
11-BR-11-AP/PMG	Phoenix-Mesa Gateway Airport	1	07/01/22	06/30/23	30.00	12	360.00	0.00	-64.80	0.00	0.00	295.20
1-VM-2-SC/PS	Palm Springs Area (Super Cities)	172	01/01/23	06/30/23	359.00	6	2,154.00	-323.10	-329.56	0.00	0.00	1,501.34
1-VM-1-SW/PI	Picacho/Casa Grande	30	07/01/22	06/30/23	67.50	12	810.00	-121.50	-123.93	0.00	0.00	564.57
2-VT-TB-SW/P	VTips Top Banner Ad - Phoenix Area	1	07/01/22	06/30/23	250.00	12	3,000.00	0.00	0.00	-3,000.00	0.00	0.00
8-0-0-FDXG	Federal Express Shipping		07/01/22	07/31/22	600.00	1	600.00	0.00	0.00	0.00	0.00	600.00
8-0-0-STOR	Glendale VG Storage		07/01/22	10/31/22	200.00	4	800.00	0.00	0.00	0.00	0.00	800.00
8-0-0-STOR	Glendale VG Storage		11/01/22	01/31/23	100.00	3	300.00	0.00	0.00	0.00	0.00	300.00
8-0-0-STOR	Glendale VG Storage		02/01/23	06/30/23	300.00	5	1,500.00	0.00	0.00	0.00	0.00	1,500.00
8-0-0-FDXG	FEDEX Ground - From 2/1/23 - 6/30/23		02/01/23	02/28/23	500.00	1	500.00	0.00	0.00	0.00	0.00	500.00



Contract Nbr: 22-0126305

Revision Nbr: 00001

1. **Brochure Placement.** The actual placement and positioning of Advertiser's brochure in Certified's brochure display rack(s) and/or website(s) under this Agreement shall be within the sole and absolute discretion of Certified. Certified shall use its reasonable efforts to maintain adequate numbers of the brochures at each physical display rack, but Certified shall have no liability to Advertiser where the number of brochures is reduced or completely depleted due to special events or due to other circumstances beyond Certified's reasonable control.
2. **Fuel Surcharge.** Certified may, from time to time, impose a temporary fuel surcharge equal to 3.0% of the net monthly fee specified in the monthly billing schedule, upon 30 days written notice to Advertiser. Advertiser may elect to cancel contract on five day's written notice without penalty if surcharge is deemed unacceptable.
3. **Rights of Location Management.** The person or entity which owns or controls the physical premises at which a physical display rack is located shall have the right to object to the display of Advertiser's brochures. If Certified is informed of such objection, then it may in its sole and absolute discretion, without notice to Advertiser, remove the brochures from such location and place them at another location with no reduction in the fees due from Advertiser.
4. **No Representations or Warranties.** Certified does not make and specifically disclaims any representation, warranty or guarantee to Advertiser, including without limitation, any representation or warranty that: (a) any particular number of brochures will actually be distributed; (b) any particular amount of website traffic will be realized; (c) use of Certified's website(s) will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data; (d) Certified's website(s) will meet Advertiser's requirements or expectations; or (e) the servers that make Certified's website(s) available will be free of viruses or other harmful components.
5. **Shipment of Brochures.** All tangible brochures and/or publications to be distributed under this Agreement shall be shipped to Certified warehouse location(s), freight prepaid at Advertiser's expense. Any freight costs incurred by Certified on behalf of the Advertiser will be billed back to the Advertiser.
6. **No Other Rights.** This Agreement does not constitute a distributorship, joint venture, partnership, franchise, or other form of business relationship. Advertiser shall have no rights to renew or extend this Agreement. Any offer to renew or extend this Agreement by Certified shall be in its sole and absolute discretion and subject to any terms or conditions that Certified may impose in connection therewith.
7. **Reproduction of Materials; Compliance with Laws; Indemnity.** Advertiser hereby authorizes and grants to Certified and its affiliates a non-exclusive, royalty-free, worldwide license to scan, digitize, modify, reproduce and distribute Advertiser's marketing materials, including but not limited to Advertiser's advertising brochures, trademarks, service marks and copyrighted materials, for the promotional purposes contemplated by this Agreement. Advertiser represents and warrants that (i) all materials provided or made available to Certified comply with all applicable laws and regulations, including copyright, publicity and trade secrecy laws; (ii) such materials are solely and exclusively owned by Advertiser and do not infringe upon the rights of any third party; and (iii) Advertiser has the sole and exclusive right and authority to grant the rights provided herein. Advertiser shall indemnify, defend and hold Certified harmless against any loss, damage, claim, liability or expense, including but not limited to legal fees and court costs, arising out of or related to the contents of Advertiser's materials and/or Advertiser's breach of any representation or warranty provided in this Agreement.
8. **Partial Invalidity.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be read as though the invalid or unenforceable portion or provision was never included. The remainder of this Agreement excluding the invalidity or unenforceable portion or provision shall continue in full force and effect.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict or law principals.
10. **Attorney's Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.
11. **Limitation on Damages.** Certified will not be liable for any failure to fulfill its obligations under this Agreement due to causes beyond its reasonable control and without its fault or negligence, including but not limited to acts of God and other force majeure events. In no event shall Certified be liable for lost profits or other consequential or incidental damages sustained by Advertiser as a result of a breach of this Agreement by Certified. In the event Certified materially breaches this Agreement, then it is agreed that Advertiser will be entitled to recover a maximum amount equal to one month of the fees due from Advertiser to Certified as liquidated damages.
12. **Indemnification.** Advertiser shall indemnify, defend and hold Certified harmless from and against any and all claims, threats, suits or liability (including legal fees and costs incurred by Certified in defending or responding to any claim, threat, or suit and any amounts paid by Certified in satisfaction of any judgment or other award incurred or expended by Certified) in any way related to, connected with, or arising out of the services provided to Advertiser in connection with this Agreement, including the posting of Advertiser's materials on Certified's website(s), and all publication, production and/or print design work produced for or used on behalf of Advertiser by Certified, its agents, assigns and subcontractors, concerning or related to this Agreement.
13. **Jurisdiction and Venue.** Advertiser consents to the exclusive jurisdiction of the superior courts of the State of California, County of San Diego, in connection with any dispute arising under or related to this Agreement.
14. **Modification in Writing.** This Agreement may be modified only by a writing executed by the party to this Agreement against whom enforcement of such modification is sought.
15. **Transfer of Rights.** Advertiser may not transfer its rights under this Agreement without the prior written consent of Certified, which consent shall not be unreasonably withheld.
16. **Prior Understandings.** This Agreement and the documents attached hereto contain the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supercedes all prior understandings, agreements, representations and warranties, whether oral or written, with respect to such subject matter.
17. **Notices.** All notices and/or communications regarding this Agreement other than a change of address, shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid and return receipt requested, FAX'd to Certified's corporate office, or by an overnight express courier service that provides written confirmation of delivery to such party at such party's address shown on the front of this Agreement.
18. **Waiver.** No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver, nor will any single or partial exercise of any right preclude the further exercise of any other right.
19. **Failure to Provide Brochures.** Failure on the part of Advertiser to provide a sufficient number of brochures and/or to submit electronic copies of brochures in digital format(s) as requested by Certified shall in no way affect Advertiser's obligation to pay Certified under the terms and conditions of this Agreement.
20. **Loss of Material.** Certified is not responsible for the loss of, or damage to, Advertiser's brochures and/or other literature under any circumstances. Advertiser is responsible for securing appropriate insurance coverage to protect against any loss or damage to its brochures and/or other literature.
21. **Print & Advertisement Disclaimer.** In no event shall Certified be liable for color variance in any part or whole of Advertiser's publications, whether in print or included on Certified's website(s). Also, Certified will not be liable for errors in Advertiser's publications after Advertiser has signed approval to print and/or provided electronic copies, as applicable. If Advertiser does not indicate specific color preference, Certified reserves the right to specify color of advertisement.
22. **Website Content.** Advertiser shall, at Certified's request, submit electronic copies of brochures to be included on Certified's website(s) in digital format(s) as reasonably requested by Certified from time to time.
23. **Cancellation.** This Agreement may be cancelled by either party with at least thirty (30) days written notice to other party; provided, however, if this Agreement includes an advertisement in a publication, the parties acknowledge that cancellation is not possible within 30 days of the publication date or at any time following publication. Adjustment will be made to the actual earned rate. If paid in advance, any unearned fees will be refunded less any adjustment to the actual earned rate. Additionally, if an invoice for advertising space on the Washington State Ferry System (WSF) or BC Ferries (BCF) is not paid by Advertiser within 30 days, Certified may cancel this Agreement immediately without notice.
24. **Washington State Ferry Program (WSF), BC Ferries Program (BCF) & California Welcome Center Program (CWC).** In the event Certified Folder Display Service, Inc. is unable to provide advertising space in either the (WSF), (BCF), or (CWC) programs as contracted for, this Agreement may be cancelled immediately by either party without penalty.
25. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Advertiser and Certified and nothing in this Agreement may be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right.

APPROVED BY ADVERTISER

Signature:

Name (print):

Date: