

AGREEMENT

This agreement (Agreement) made this _____ day of September 2019, between Yuma County Arts and Cultural Group, of P.O. Box 4293 San Luis, Arizona 85349, ("Group"), and City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona ("City").

SECTION ONE. ANNUAL SAN LUIS FILM FESTIVAL

The 2019 San Luis Film Festival event shall be held in San Luis, Arizona, beginning on or about November 12, 2019, and ending on or about November 15, 2019, pursuant to the terms and conditions of this Agreement.

SECTION TWO. DUTIES OF GROUP

Group shall properly advertise and promote the San Luis Film Festival and do or cause to be done all other things necessary or advisable to make the event a success.

SECTION THREE. ADVERTISING OF CITY'S NAME

Group shall cause City's name to appear prominently in all advertising and publicity in connection with the San Luis Film Festival.

SECTION FOUR. DUTIES OF CITY

- A. City shall pay \$5,000.00 to Group. Payment shall be made out to Yuma County Arts and Cultural Group in care of Antonio Carrillo.
- B. City shall make the Cesar Chavez Cultural Center, 1015 North Main Street, San Luis, Arizona available for the 2019 San Luis Film Festival events.
- C. Otherwise, all expenses in any way pertaining to the San Luis Film Festival shall be the sole and separate liability of Group. City assumes no financial responsibility of any kind or nature relative to the San Luis Film Festival.

SECTION FIVE. LIABILITY INSURANCE

Group shall provide City a Certificate of Insurance. Group shall carry proper liability insurance in an amount and with companies acceptable to City, naming City as an insured and fully protecting and indemnifying City from every possible claim for accidents or other liabilities, to employees and all other persons, that might arise in connection with the San Luis Film Festival including preparation for the events, the events themselves, and any acts in any way connected with the events.

SECTION SIX. BOOKS AND RECORDS

Group shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's Sponsorship. Such books shall be kept in a place convenient for City, and City shall have access to and the right to examine such books at any and all reasonable times. Group shall prepare a report and submit it to the City, to the City's Public Information Officer, by December 16, 2019, showing an accounting of the City's Sponsorship and providing copies of receipts.

SECTION EIGHT. COOPERATION OF PARTIES

City shall lend cooperation and support to and work with Group for the purpose of making the San Luis Film Festival successful.

SECTION NINE. ASSIGNMENT OF RIGHTS

The rights of each party under this Agreement are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

SECTION TEN. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as subsequently waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION ELEVEN. TERMINATION ON DEFAULT

If Group fails to comply with any of the terms and conditions of this Agreement, City may terminate this Agreement immediately, in which case City shall have no further liability or obligation to Group.

SECTION TWELVE. GOVERNING LAW

It is agreed that this Agreement shall be governed by, construed, and enforced in accordance with the laws of Arizona.

SECTION THIRTEEN. SEVERABILITY

The invalidity of any portion of this Agreement shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.

SECTION FOURTEEN. ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

SECTION FIFTEEN. MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

SECTION SIXTEEN. SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

SECTION SEVENTEEN. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

The parties have executed this Agreement at San Luis, Arizona the day and year first set forth above.

City of San Luis, Arizona

Gerardo Sanchez, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Arts & Cultural Group

Antonio Carrillo, President & CEO

