

**AGREEMENT FOR
FALL LMP BASEBALL IN SAN LUIS, ARIZONA 2019**

This agreement ("Agreement") made this ___ day of March, 2019 (the date of the last signature) between Radikal Magazine, L.L.C., P. O. Box 2197, San Luis, Arizona ("RADIKAL MAGAZINE"), and the City of San Luis, Arizona P.O. Box 1170, 1090 East Union Street, San Luis, Arizona ("CITY"). RADIKAL MAGAZINE and the CITY may be referred to singularly as the "Party" and collectively as the "Parties."

**SECTION ONE.
EVENT**

Under the terms of this Agreement, a baseball game shall be held in San Luis, Arizona on September 27, 2019, with the teams Tomateros de Culiacan, Sinaloa vs. Cañeros de Los Mochis, Sinaloa or Mayos de Navojoa Sonora. The teams will arrive at 4:00pm, September 27, 2019.

**SECTION TWO.
DUTIES OF RADIKAL MAGAZINE**

- 2.1 RADIKAL MAGAZINE shall provide the participating teams for the game at the on the date, time and place described in Section One above.
- 2.2 RADIKAL MAGAZINE shall coordinate media interviews with participating players and team staff with the CITY.
- 2.3 RADIKAL MAGAZINE shall manage and oversee all communication with both teams, including all travel logistics, and coordination with teams on site in San Luis, Arizona.
- 2.4 RADIKAL MAGAZINE shall provide support and advice regarding public relations (P.R.), social media, marketing, and advertising.
- 2.5 RADIKAL MAGAZINE shall assist in game broadcast communication with the teams and LMP league office.

**SECTION THREE.
DUTIES OF THE CITY**

- 3.1 Food: The CITY shall provide dinner for both teams (40 to 60 per team including players, coaches and staff per team) for a maximum of 100 people per meal, 1 meal total on September 27, 2019 (dinner).
- 3.2 Game Expenses: The CITY shall supply, baseballs, shall pay umpires, and shall pay any other normal game operations expenses.

3.5 Fee: The CITY shall pay \$8,000 U.S. dollars to RADIKAL MAGAZINE. The first payment of \$4,000.00 will be made upon signing of this Agreement and will save the September 27, 2019 date the second payment of \$4,000.00 U.S. dollars will be made on September 27, 2019, before the start of the event.

**SECTION FOUR.
REVENUE**

The CITY will retain 100 percent of game revenue, including gate receipts, sponsorships, concessions, parking and any other income related to the game.

**SECTION FIVE.
INSURANCE**

5.1 RADIKAL MAGAZINE agrees to indemnify and defend the CITY its officers, agents, representatives, and employees and to release and hold them harmless from and against all liability or loss, and from and against all claims or actions based on or arising out of damage or injury (including death) to the players on the participating teams, their staff, their coaches and or their property caused by or sustained in connection with the September 29, 2017 game and associated room and meals being contracted for herein.

5.2 Liability pursuant to the indemnification in this Agreement, the CITY shall purchase and maintain insurance during the term of this contract, the insurance coverage listed below with the CITY as principle and RADIKA MAGAZINE as an additional.

<u>Coverage</u>	<u>Minimum Limits</u>
<u>Commercial General Liability, including:</u>	\$1,000,000 Combined Single Limit, per
Personal-Injury Liability	occurrence and \$2,000,000 general
Independent Contractors Liability	aggregate

**SECTION SIX.
COMPLIANCE WITH THE LAW**

6.2 Conflict of Interest. Under Arizona law, rules and regulations, no member, official or employee of the CITY shall have any personal interest, direct or indirect in this Agreement, nor shall any such member, official or employee participate in any decision relating this Agreement which affects his or her personal interest or the interest of any corporation, partnership or association in which he or she is, directly or indirectly, interested. This Agreement is subject to A.R.S. §38-511.

6.2 Employment Eligibility. RADIKAL MAGAZINE warrants it complies with all federal immigration laws and regulations that relate to its employees and with A.R.S. § 23-214 relating to verification of employment eligibility. A breach of this warranty shall be deemed a material breach of this Agreement. CITY retains the

legal right to inspect the papers of RADIKAL MAGAZINE to ensure that RADIKAL MAGAZINE complies with this warranty.

- 6.3 RADIKAL MAGAZINE certifies that it does not participate in, and agrees not to participate in during the term of this Agreement a boycott of Israel under A.R.S. § 35-393.01.
- 6.4 RADIKAL MAGAZINE agrees it will comply with all federal, state, and local laws, rules and regulation.
- 6.5 RADIKAL MAGAZINE shall obtain a San Luis Business License on or before the CITY issues its first payment under this Agreement

ARTICLE 7. MISCELLANEOUS PROVISIONS

7.1 Notices. All notices to be given under this Agreement, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of::

- deposit in the United States Postal Service by certified mail, return receipt requested, postage prepaid;
- personal delivery by a process server or
- sent by a nationally recognized courier (e.g., Federal Express, UPS)

and addressed to the respective Parties as follows:

If to the CITY: City Manager
 City of San Luis
 P.O. Box 1170 (by United States Postal Service)
 1090 East Union Street (by personal process or courier)
 San Luis, Arizona 85349

With a copy to San Luis City Attorney
 The City of San Luis
 P.O. Box 1170
 San Luis, Arizona 85349

If to RADIKAL MAGAZINE
 Gary Snyder
 Radikal Magazine, L.L.C.
 P.O. Box 2197 (by United States Postal Service)
 San Luis, Arizona 85349

Or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices,

approvals, changes of addresses and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid and addressed as set forth above.

All communication regarding coordination of event with RADIKAL MAGAZINE will be with Gary Snyder at snyderelitebaseballacadamy@gmail.com or by telephone at (928) 257-7290.

- 7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.
- 7.3 Headings. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of the Agreement.
- 7.4 Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement and that all necessary actions have been taken to give full force and effect to this Agreement. The RADIKAL MAGAZINE represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The RADIKAL MAGAZINE and the CITY warrant to each other that the individuals executing this Agreement on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.
- 7.5 Amendment. This Agreement may be amended, in whole or in part, only with the mutual written consent of the Parties to this Agreement or by their successor in interest or assigns.
- 7.6 Severability. If any other provision is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 7.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement. The Parties agree that venue for any action commenced in this Agreement shall be proper only in a court of competent jurisdiction in Yuma County, Maricopa County or Pima County, Arizona, and the Parties waive any right to object to such venue.
- 7.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this Agreement or to enforce a provision, the prevailing Party will be entitled to reasonable attorney's fees and court costs.

- 7.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement, and no person or entity not a Party shall have any right or cause of action.
- 7.10 No Agency Created. Nothing in this Agreement shall create any partnership, joint venture, agency or similar relationship between the Parties.
- 7.11 Force Majeure. If RADIKAL MAGAZINE or the CITY are prevented or materially restricted from performing any of their obligations under this Agreement by an event of force majeure, then the obligations of each Party shall be suspended, rescheduled or reduced to the extent made necessary by the event. As used in this section, "force majeure" means any act or cause not reasonably within the control of the Party whose ability to perform is impaired and which that Party could not have prevented by the exercise of reasonable diligence. This includes, but is not limited to, acts of God, weather events, fire, flood, explosions, strikes or labor disputes over which the affected Party has no control, sabotage, riots, civil commotion, acts of civil or military authority, wars or material changes in applicable business laws or regulations.
- 7.12 Time is of the essence.
- 7.13 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. This provision applies only to this entire Agreement only.
- 7.14 Counterparts. This Agreement may be executed in counterparts, any of which shall be deemed to be an original.

The Parties have executed this Agreement the day and year set forth above.

City of San Luis, Arizona

Tadeo A. De La Hoya, City Manager

ATTEST:

Sonia Cornelio, City Clerk

Radikal Magazine, L.L.C.

Gary Snyder

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney