

## **AGREEMENT**

This agreement (“Agreement”) made this \_\_\_\_\_ day of August 2020, 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”). The Group and the City may be referred to singularly as the “Party” and collectively as the “Parties.”

### **SECTION ONE. ANNUAL SAN LUIS FILM FESTIVAL**

Under the terms and conditions of this Agreement, the 2020 San Luis Film Festival event shall be held in San Luis, Arizona, beginning on or about November 10, 2020, and ending on or about November 13, 2020, or a date before June 30, 2021, when in-person gatherings are safe, considering that at the time of the execution of this contract, we are experiencing the coronavirus disease 2019 (COVID-19) pandemic. And there is news of a possible flu pandemic. In the event that the City, in its sole discretion, determines that in person gatherings are not safe or this event should not be held, for whatever reason, including no reason at all, then the City reserves the right to terminate this agreement, in full, without legal recourse by Group or liability or obligation to Group whatsoever.

### **SECTION TWO. DUTIES OF GROUP**

Group shall 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 2020 San Luis Film Festival events. It is understood this event may be an outdoor event or a virtual event.
- C. City staff shall work with Group to make the 2020 San Luis Film Festival successful, such as promotion on the City’s website and led sign, and assistance with set-up and tear down.
- D. 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, 2020, showing an accounting of the City's Sponsorship and providing copies of receipts.

**SECTION SEVEN. ASSIGNMENT OF RIGHTS**

The rights of each Party under this Agreement are personal to that Party. They 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 EIGHT. 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 NINE. 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 TEN. GOVERNING LAW**

It is agreed that this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This agreement is subject to the cancellation provisions of A.R.S. Sec. 38-511.

**SECTION ELEVEN. 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 TWELVE. 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 THIRTEEN. SECTION HEADINGS**

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

**SECTION FOURTEEN. 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**

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Antonio Carrillo, President & CEO