

## **AGREEMENT**

This agreement ("Agreement") made this \_\_\_\_\_ day of September 2020, between Comite De Bienestar, Inc., an Arizona non-profit corporation, 963 East B Street, P.O. Box 7170, San Luis, Arizona 85349) ("Comite") and the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 ("City"). Comite and the City may be referred to singularly as the "Party" and collectively as the "Parties."

### **SECTION ONE. OFF-ROAD EXPO SAN LUIS EVENT**

Under the terms and conditions of this Agreement, the Off-Road Expo San Luis event shall be held in San Luis, Arizona, before June 30, 2021, when in-person gatherings are safe, considering that at the time of the execution of this Agreement, we are experiencing the coronavirus disease 2019 (COVID-19) pandemic. If 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 Comite or liability or obligation to Comite whatsoever.

### **SECTION TWO. DUTIES OF COMITE**

Comite shall advertise and promote the Off-Road Expo San Luis event and do or cause to be done all other things necessary or advisable to make the event a success.

Comite shall use all-volunteer labor to perform this Agreement.

### **SECTION THREE. ADVERTISING OF THE CITY'S NAME**

Comite shall cause the City's name to appear prominently in all advertising and publicity in connection with the Off-Road Expo San Luis event.

### **SECTION FOUR. DUTIES OF THE CITY**

- A. The City shall pay \$10,000.00 to Comite. Payment shall be made out to Off-Road Expo San Luis in care of Lizeth Chavez.
- B. The City shall make the Joe Orduño Park, 1015 North Main Street, San Luis, Arizona, available for the Off-Road Expo San Luis event. It is understood that the event may take place as an outdoor event or a virtual event.
- C. The City staff shall work with Comite to make the Off-Road Expo San Luis event successful, such as promotion on the City's website and its L.E.D. sign, and assistance with set-up and tear down.
- D. Otherwise, all expenses in any way pertaining to the Off-Road Expo San Luis event shall be the sole and separate liability of Comite. The City assumes no financial responsibility of any kind or nature relative to the Off-Road Expo San Luis event.

- E. City will provide trash containers for the event and traffic control during the event

#### **SECTION FIVE. LIABILITY INSURANCE**

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

#### **SECTION SIX. BOOKS AND RECORDS**

Comite 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 the City, and the City shall have access to and the right to examine such books at any and all reasonable times. Comite shall prepare a report and submit it to the City, to the City's Public Information Officer, on or before the first business day following forty-five (45) days after the event, showing an accounting of the City's Sponsorship and providing copies of receipts. Also, by that date, Comite shall prepare a presentation for the City Council showing either photographs or video or both of the Off-Road Expo San Luis and submit it to the City's Public Information Officer.

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

**SECTION TEN. GOVERNING LAW**

It is agreed this Agreement shall be governed by, construed, and enforced under the laws of Arizona. This Agreement is subject to the cancellation for conflict of interest 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 interpreting 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.

[Intentionally left blank, signature page follows]

The Parties have executed this Agreement at San Luis, Arizona, the day and year first set forth above, which is the date of the signature of the last Party to sign.

**City of San Luis, Arizona**

\_\_\_\_\_  
Gerardo Sanchez, Mayor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Sonia Cornelio, City Clerk

\_\_\_\_\_  
Kay Marion Macuil, City Attorney

**Comite De Bienestar, Inc.**

\_\_\_\_\_  
By authorized representative