

## **AGREEMENT**

This agreement (“Agreement”) made this \_\_\_\_\_ day of May 2022, and its effective date is July 1, 2022. This Agreement is between Comité De Bienestar, Inc., an Arizona non-profit corporation, 963 East B Street, P.O. Box 7170, San Luis, Arizona 85349) (“Comité”) and the City of San Luis, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (“City”). Comité 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, 2023.

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 Comité or liability or obligation to Comité whatsoever.

### **SECTION TWO. DUTIES OF COMITÉ**

Comité 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.

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

Comité shall use \$10,000.00 for post-secondary scholarships for eligible San Luis residents.

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

Comité shall cause the City’s name “San Luis” 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 \$20,000.00 to Comité. Payment shall be made out to Comité De Bien Estar for the purpose of the Off-Road Expo \$10,000 of which shall be used for scholarships as described in Section Two above.
- 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.
- C. The City staff shall work with Comité 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. City will provide trash containers for the event and traffic control during the event.

- E. Otherwise, all expenses in any way pertaining to the Off-Road Expo San Luis event shall be the sole and separate liability of Comité. The City assumes no financial responsibility of any kind or nature relative to the Off-Road Expo San Luis event.

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

Comité shall provide the City with a Certificate of Insurance. Comité 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**

Comité 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. Comité 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, Comité 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 Comité 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 Comité.

## **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 in 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

Date: \_\_\_\_\_

**ATTEST:**

**APPROVED AS TO FORM:**

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

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

**Comité De Bienestar, Inc.**

\_\_\_\_\_  
Signature of the authorized  
representative

\_\_\_\_\_  
Print name of the authorized  
representative

\_\_\_\_\_  
Title of the authorized representative

Date: \_\_\_\_\_