

Addendum to Show 22045
FIREWORKS DISPLAY CONTRACT AND PURCHASE ORDER JULY 4, 2022

ALL LAWS

LANTIS shall abide by all laws including but not limited to the following:

Conflict of Interest. This Contract is subject to cancelation for the reason of conflict of interest by the provisions of A.R.S. § 38-511(A)

Employment Eligibility. Under A.R.S. § 41-4401:

1. LANTIS warrants its compliance with all federal immigration laws and regulations that relate to its employees and its compliance with ARS § 23-214, subsection A.
2. Specifically, that a breach of a warranty under paragraph 1 shall be deemed a material breach of the Contract that is subject to penalties up to and including termination of the Contract.
3. That the CLIENT retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

INDEMNIFICATION

To the fullest extent permitted by law, LANTIS shall defend, indemnify and hold harmless the CLIENT, its elected official and its officers, agents and employees from and against for bodily injury and property damage claims, damages, losses and expenses (including but not limited to attorney fees, court costs and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from LANTIS's acts, errors, mistakes, omissions, work or service.

LANTIS's duty to defend, indemnify and hold harmless the CLIENT, its elected officials and its officers, agents and employees shall arise in connection with any claims, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment or destruction of property, including loss of use therefrom, caused in whole or in part by any act, error, omission, work or service of LANTIS, anyone LANTIS directly or indirectly employs or anyone for whose acts Lantis Fireworks and Laser may be liable.

INSURANCE REQUIREMENTS

Concurrently with the execution of this Contract, LANTIS will furnish the CLIENT a certificate of insurance on a standard insurance industry ACCORD form.

LANTIS must procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work by the LANTIS, its agents, representatives, employees, or subcontractors.

The insurance requirements are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract.

The CLIENT in no way warrants that the minimum limits are sufficient to protect LANTIS from liabilities that might arise out of the performance of the agreed contract services under this Contract by LANTIS, its agents, representatives, employees, subcontractors or sub consultants and LANTIS is free to purchase any additional insurance as may be determined necessary. The CLIENT will not pay for higher limits, but if LANTIS pays for insurance with higher limits, LANTIS will name the CLIENT as an additional insured on any additional insurance.

MINIMUM SCOPE AND LIMITS OF INSURANCE

LANTIS must provide coverage at least as broad and with limits of liability not less than those stated below.

Commercial General Liability-Occurrence Form

General Liability/Aggregate 2,000,000	\$ 1,000,000	\$
Products-Completed Operations Aggregate	\$ 2,000,000	
Personal & Advertising Injury	\$ 2,000,000	
Each Occurrence	\$ 1,000,000	
Fire Damage (Any one fire)	\$ 100,000	

Workers Compensation and Employers Liability:

Workers Compensation	Arizona Statutory
Employers Liability: Each Accident	\$ 100,000
Disease - Each Employee	\$ 100,000
Disease - Policy Limit	\$ 500,000

OTHER INSURANCE REQUIREMENTS

The policies are to contain, or be endorsed to contain, the following provisions:

The CLIENT, its officers, officials, agents and employees must be additional insureds to the full limits of liability purchased by LANTIS even if those limits of liability are in excess of those required by this Contract.

LANTIS's insurance coverage must be primary and non-contributory insurance with respect to the CLIENT, its elected officials and its officers, agents, and employees. Any insurance or self-insurance maintained by the CLIENT, its elected officials and its officers, agents and employees must be in excess of the coverage provided by the LANTIS and must not contribute to it.

LANTIS's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Coverage provided by the LANTIS must not be limited to the liability assumed under the indemnification provisions of this Contract.

The policies must contain a waiver of subrogation against the CLIENT, its officers, officials, agents, and employees, for losses arising from Work performed by the LANTIS for the CLIENT.

Workers' Compensation and Employers Liability Coverage: The insurer shall waive all rights of subrogation and contribution it may have against the CLIENT, its elected officials and its officers, agents and employees, volunteers, and their respective insurers for losses arising from work performed by LANTIS for the CLIENT.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with an A. M. Best's rating of no less than B++6. The CLIENT in no way warrants that the above required minimum insurer rating is sufficient to protect LANTIS from potential insurer insolvency.

VERIFICATION OF COVERAGE

LANTIS must furnish the CLIENT Certificate of Insurance ACORD form or equivalent approved by the CLIENT and with original endorsements effecting coverage as required by this Contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverages must be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by the CLIENT before Work commences. Each insurance policy required by this Contract must be in effect on or before the earlier of commencement of Work under the Contract Documents or the signing of this Contract. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All Certificates of Insurance required by this Contract shall be sent directly to the CLIENT's City Clerk's Office. LANTIS's name must be included on the Certificate of Insurance. The "City of San Luis, Arizona" shall be included as the "Certificate Holder." The CLIENT reserves the right to require complete, certified copies of all insurance policies required by this Contract, at any time.

APPROVAL

Any modification or variation from the insurance requirements in this Contract must be approved by the CLIENT, City of San Luis Risk Management Division, whose decision is final. This action will not require a formal contract amendment, but may be made by administrative action.

	<p>City of San Luis, Arizona</p> <hr/> <p>Gerardo Sanchez, Mayor</p> <p>Date: _____</p>
<p>ATTEST:</p> <hr/> <p>Sonia Cornelio, City Clerk</p>	<p>APPROVED AS TO FORM:</p> <hr/> <p>Kay Marion Macuil, City Attorney</p>
	<p>Lantis Productions, Inc.</p> <hr/> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Title</p> <p>Date: _____</p>