

March 8, 2022

Mayor Gerardo Sanchez and Council Members
City of San Luis
P.O. Box 1170
San Luis, Arizona 85349

Dear Mayor Sanchez and members of the Council,

I am hereby asking for your financial assistance to organize and celebrate the **2022 San Luis Film Festival** (SLFF) on November 2022 in San Luis, Arizona.

Despite the current world health crisis, the film festival just celebrated its 10th anniversary on November 2021. We have continued promoting the art and culture in the City of San Luis, Arizona and the region. During these years, we have featured thirty-five films from different countries that include the United States, Mexico, Spain, France, Cuba, Dominican Republic, Austria-Australia-Germany, and Spain. We have hosted more than thirty actors, directors and producers from; Argentina, Mexico, USA and Dominican Republic. Most films and the professionals taking part in the creation have received several awards in Mexico, the United States, France, Germany and many other countries.

In the past ten years, more than five thousand people have attended the screenings at the **San Luis Cesar Chavez Cultural Center**. The SLFF social media platforms currently have 1517 fans and 1578 followers on *Facebook*, 313 on *Twitter*, 222 on *Instagram* and 12 on *YouTube*. In 2020 and 2021 our virtual audience grew exponentially reaching 1700 viewers at the 2021 opening night live and 3600 viewers on the 2020 opening night live, on Facebook. Furthermore, and as part of the 10th year anniversary we had several Live! Presentations that included several artists such as *Jorge Luis Moreno* 6700 viewers, *Baltimore Beltran* 1200, *Jorge Leyva* 1100 viewers, 1200 viewers, *Alberto Trujillo* 838 viewers, *Guillermo Vejar* 664 viewers, *Laurie Coyle* 493 viewers, *Hill Diaz* 433 viewers, *Roy Dorantes* 344 viewers. Our virtual reach has highlighted San Luis, Arizona in an incredible positive way not only in our city and region but beyond our borders.

We firmly believe that this event contributes to the enrichment not only to the people of our communities but to all the people taking part in the planning, organizing and implementation of the event. Our gratitude to the city government, organizers, supporters and volunteers who have a crucial role in the implementation of the festival.

It is our intent to continue highlighting our city here and beyond, providing quality entertainment to our community, mentoring our youth, and serving as a platform for talented locals and international artists, but cannot do it without your help. Therefore, we are requesting your assistance in the amount of \$5000 for this purpose.

For further information, please contact me at your convenience at (928) 246-5212 or via email.

Sincerely,


Antonio C. Carrillo, M.A/M.Ed.
Email: Antonio@sanluisfilmfestival.com
Yuma County Arts and Cultural Group
P.O. Box 4293
San Luis, Arizona 85349

Cc: Mr. Lizandro Galaviz

AGREEMENT

This agreement (“Agreement”) made this _____ day of May 2022, and effective July 1, 2022. This Agreement is between Yuma County Arts and Cultural Group, a domestic nonprofit corporation organized under the laws of Arizona, of P.O. Box 4293 San Luis, Arizona 85349, (“Group”), and City of San Luis, a municipal corporation organized under the laws of Arizona, having its administrative offices at City Hall, 1090 East Union Street, P.O. Box 1170, San Luis, Arizona 85349 (“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 2022-2023 San Luis Film Festival event shall be held in San Luis, Arizona, on a date on or before June 30, 2023.

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 2022-2023 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 2022-2023 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, 2022, 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 (which is the date of the last signature of a Party).

City of San Luis, Arizona

Gerardo Sanchez, Mayor

Date: _____

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Kay Marion Macuil, City Attorney

Yuma County Arts & Cultural Group

Antonio Carrillo, President & CEO

Date: _____