

CONTRACT

for

September 14, 2023

Los Cañeros de Los Mochis and AWC Matadors Exposition Baseball Game

This agreement (“CONTRACT”) made this __ day of August 2023 (the date of the last signature) between Gary Snyder, doing business as Southern Winter League, L.L.C., an Arizona limited liability company (“LEAGUE”) and the City of San Luis, Arizona, an Arizona municipal corporation (“CITY”) whose main mailing and physical addresses are:

Gary Snyder dba Southern Winter League, L.L.C P.O. Box 2191 San Luis, Arizona 89349 2416 Aguirre Street San Luis, Arizona	City of San Luis Attention: City Manager P.O. Box 1170 San Luis, Arizona 89349 San Luis City Hall 1090 East Union Street San Luis, Arizona
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The LEAGUE represents the baseball team, Los Cañeros de Los Mochis of Sinaloa, Mexico, champions of the *Liga ARCO Mexicana del Pacifico* (“CAÑEROS”) for an exposition game in the CITY. The LEAGUE and the CITY may be referred to singularly as the “Party” and collectively as the “Parties.”

**SECTION ONE.
EVENT**

The CAÑEROS will play an exposition baseball game with the Arizona Western College baseball team, the Matadors (“MATADORS”):

- Date Thursday, September 14, 2023
- Time 7:00 p.m.
- Place Joe Orduño Park
Baseball Field
965 N. Park Avenue
San Luis, Arizona

(“EVENT”).

**SECTION TWO.
DUTIES OF THE LEAGUE**

- 2.1 The LEAGUE shall cause MATADORS and the CAÑEROS to perform the EVENT described in Section One above. The LEAGUE shall cause the CAÑEROS and the MATADORS to arrive on the day and place of the EVENT at 4:00 p.m.

- 2.2 The LEAGUE's obligation under this CONTRACT is to publicize the EVENT. **THE CITY REQUIRES THE EVENT'S TICKET PRICE IN ALL OF THE LEAGUE'S PUBLICITY AS A CONDITION PRECEDENT TO USING THE EVENT PLACE IF THERE WILL BE A CHARGE FOR THE EVENT.** To assist the CITY in supporting the LEAGUE in its publicity for the EVENT, the LEAGUE shall coordinate media interviews with the CAÑEROS and their participating players and staff with the CITY. The LEAGUE shall provide materials and information for the CITY's press conference on August 29, 2023, or another date as the Parties may agree in writing.
- 2.3 The LEAGUE shall manage and oversee all communication with the CAÑEROS, including, but not limited to, all travel logistics and coordination with the CAÑEROS to arrive at the EVENT place on time.
- 2.4 If there will be a charge for the event, the LEAGUE shall be responsible for ticket sales. The LEAGUE may seek sponsorships for the EVENT but shall be solely responsible for obtaining them.
- 2.5 The LEAGUE shall pay for and reserve the CITY's baseball field and any other CITY facilities the LEAGUE shall require for the EVENT in a timely manner as the CITY's facilities are on a first-come, first-served basis.
- 2.6 The LEAGUE guarantees that the CITY shall ***not*** incur any expenses above the compensation described in Section Three of this CONTRACT, including but not limited to compensation for umpires, insurance, reservation of the place of the EVENT, field preparation, equipment, acquiring vendors, acquiring an alcohol permit.: transportation to and from the EVENT, meals, lodging, laundry, for the CAÑEROS, the MATADORS, and the LEAGUE.
- 2.7 The LEAGUE is responsible for following all laws, regulations, and rules, including those of the CITY's Parks and Recreation Department, applicable and related to the EVENT.

SECTION THREE. COMPENSATION AND OTHER DUTIES OF THE CITY

The CITY shall pay \$4,990.00 U.S. dollars to the LEAGUE for the EVENT on or before September 14, 2023, the LEAGUE will reimburse funds to the CITY if the EVENT does not take place as per contract..

SECTION FOUR. REVENUE

The LEAGUE will retain one hundred percent (100%) of ticket sales for the EVENT and any other income related to the EVENT that the LEAGUE negotiates. The LEAGUE

shall use the proceed to pay any costs related to the EVENT that this CONTRACT does not cover. Any leftover proceeds shall compensate for the LEAGUE's services in providing the EVENT.

**SECTION FIVE.
INSURANCE**

5.1 The LEAGUE agrees to indemnify and defend the CITY, its elected officials, officers, agents, representatives, and employees and to release and hold them harmless from and against all liability or loss and from and against all claims or actions based on or arising out of damage or injury (including death) to the umpires, spectators, by-standers, players, the player's staff, coaches and to any property caused by or sustained in connection with the September 14, 2023 EVENT.

5.2 For the liability under the indemnification in this CONTRACT, the LEAGUE shall purchase and maintain insurance during the term of this CONTRACT, the insurance coverage listed below with the LEAGUE as the principle and the CITY as an additional insured.

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 Combined Single Limit per occurrence and \$2,000,000 general aggregate

**SECTION SIX.
COMPLIANCE WITH THE LAW**

6.1 Conflict of Interest. Under Arizona law, rules, and regulations, no member, elected official, officer, or employee of the CITY shall have any personal interest, direct or indirect, in this CONTRACT, nor shall any such member, elected official, officer, or employee participate in any decision relating this CONTRACT which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This CONTRACT is subject to A.R.S. § 38-511.

6.2 Employment Eligibility. The LEAGUE warrants it complies with all federal immigration laws and regulations related to its employees and with A.R.S. § 23-214 relating to employment eligibility verification. A breach of this warranty shall be deemed a material breach of this CONTRACT. CITY retains the legal right to inspect the papers of LEAGUE to ensure that LEAGUE complies with this warranty.

6.3 A.R.S. § 35-394 Certification. The LEAGUE certifies that it does not currently, and agrees for the duration of this CONTRACT that it will not use: (1) the forced labor of ethnic Uyghurs in the People's Republic of China, (2) any goods or services produced by the forced labor of the ethnic Uyghurs in the People's

Republic of China, and (3) any contractors, subcontractors or supplies that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

- 6.4 All laws. The LEAGUE agrees it will comply with all federal, state, and local laws, rules, and regulations.
- 6.5 Business License. The LEAGUE shall obtain a San Luis Business License on or before the CITY issues any payment under this CONTRACT.

ARTICLE 7. MISCELLANEOUS PROVISIONS

- 7.1 Notices. All notices to be given under this CONTRACT, or which may be given by either Party to the other, shall be considered validly given and fully received when made in writing and delivered or refused delivery by means of:
- deposit in the United States Postal Service by certified mail, return receipt requested, postage prepaid;
 - personal delivery by a process server or
 - sent by a nationally recognized courier (for example., Federal Express, U.P.S.)

and addressed to the respective Parties at the addresses given in the first paragraph of this CONTRACT as follows:

If to the CITY: San Luis City Manager
With a copy to San Luis City Attorney

If to LEAGUE
 Gary Snyder, Manager

Or such other addresses as either Party may from time to time designate in writing and deliver in a like manner. Any such change of address notice shall be given at least ten (10) days before the date on which the change is to become effective. Notices, approvals, changes of addresses, and other communications provided for herein shall be effective upon receipt as hereinabove provided, prepaid, and addressed as set forth above.

- 7.2 Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof. No waiver by the Parties of the breach of any provision of this CONTRACT shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this CONTRACT.

- 7.3 Headings. The descriptive headings of the paragraphs of this CONTRACT are inserted for convenience only. The headings shall not control or affect the meaning or construction of the CONTRACT.
- 7.4 Authority. The undersigned represent to each other that they each have full power and authority to enter into this CONTRACT and that all necessary actions have been taken to give full force and effect to this CONTRACT. The LEAGUE represents and warrants it is duly formed and validly existing under the laws of the State of Arizona and that it is duly qualified to do business in the State of Arizona and is in good standing under state laws. The LEAGUE and the CITY warrant to each other that the individuals executing this CONTRACT on behalf of their respective Parties are authorized and empowered to bind the Party on whose behalf each individual is signing.
- 7.5 Amendment. This CONTRACT may be amended, in whole or in part, only with the Parties' mutual written consent to this CONTRACT or by their successor in interest or assigns.
- 7.6 Severability. If any other provision is declared void or unenforceable by a court of competent jurisdiction or by operation of law by controlling legislation, such provision shall be severed from this CONTRACT, and the remainder of the CONTRACT shall continue in full force and effect.
- 7.7 Governing Law. The laws of the State of Arizona shall govern the interpretation and enforcement of this CONTRACT, including Arizona's conflict of laws provisions and interpretations. The Parties agree that the venue for any action commenced in this CONTRACT shall be proper only in a court of competent jurisdiction in Yuma County, and the Parties waive any right to object to such venue.
- 7.8 Attorney's Fees and Costs. If either Party brings a legal action because of a breach of this CONTRACT or to enforce a provision, the prevailing Party will be entitled to reasonable attorney's fees and court costs.
- 7.9 No Third-Party Beneficiaries. There are no third-party beneficiaries to this CONTRACT, and no person or entity not a Party shall have any right or cause of action.
- 7.10 No Agency Created. Nothing in this CONTRACT shall create any partnership, joint venture, agency, employer-employee, or similar relationship between the Parties.

- 7.11 Time is of the essence. Time is of the essence in this CONTRACT. Failure to perform in a timely manner so that the EVENT occurs as publicized is a material breach of this CONTRACT.
- 7.12 Entire Contract. This CONTRACT constitutes the entire CONTRACT between the Parties. No prior written or verbal agreements are valid. The Parties are bound only by the terms of this CONTRACT.
- 7.13 Counterparts. This CONTRACT may be executed in counterparts, any of which shall be deemed to be an original.

The Parties have executed this CONTRACT on the day and year set forth above.

City of San Luis, Arizona

Nieves Riedel, Mayor

ATTEST:

Sonia Cornelio, City Clerk

APPROVED AS TO FORM:

Glenn J. Gimbut, Assistant City Attorney
for Kay Marion Macuil, City Attorney

Gary Snyder, doing business as
Southern Winter League, L.L.C.

Gary Snyder, Manager