

AGREEMENT

This Agreement ("Agreement") made this _____ day of March 2024. This Agreement is between:

**Pueblo Housing and
Community Development**
234 West Main Street
Somerton, Arizona 85350,
P.O. Box 6840
San Luis, Arizona 85349,
an Arizona non-profit corporation
("Contractor" or "Concessionaire") and

The City of San Luis,
1090 East Union Street
P.O. Box 1170
San Luis, Arizona 85349, an Arizona
Municipal Corporation,
("City" or "City of San Luis").

The Contractor and the City may be referred to singularly as the "Party" and collectively as the "Parties."

SECTION ONE. SOUTHWEST OFF-ROAD SERIES EVENT

Under the terms and conditions of this Agreement, the Contractor shall hold the Southwest Off-Road Series event in the City of San Luis, Arizona, on April 13, 2024 ("Event"). The Parties agree that if the Event is held outside the City of San Luis, Arizona city limits, the Contractor shall release the City of the obligation to pay, and the City shall release the Contractor of its obligations under this Agreement.

SECTION TWO. BASIC TERMS OF THE PARTIES

- A. The City shall pay the Contractor \$5,000.00 in consideration of the covenants under this Agreement to hold the Event in the City of San Luis, Arizona, to promote the City and benefit its residents. Payment shall be made out to Pueblo Housing and Community Development.
- B. The City assumes no liability or financial responsibility of any kind or nature relative to the Event other than the payment of \$5,000.00 for the Event to take place in the City of San Luis, Arizona.
- C. The Contractor shall create a family-friendly Event that is open to the public.
- D. The Contractor shall advertise and promote the Event and do or cause to be done all other things necessary or advisable to make the Event a success.
- E. The Contractor shall cause the City's name to appear prominently in advertising and publicity in connection with the Event.

F. The Contractor shall be responsible for all expenses beyond \$5,000.00 in any way pertaining to the Event. The Event shall be the sole and separate liability of the Contractor. Expenses shall include impacts including but not limited to trash removal and traffic control by trained personnel.

G. The Contractor shall keep accurate and current books showing disbursements and the purpose of disbursements and retain all receipts to account for the City's \$5,000.00. 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. The Contractor shall prepare a report and submit it to the City Manager's Office on or before the first business day following forty-five (45) days after the Event, showing an accounting of the City's funds, and providing copies of receipts. Also, by that date, the Contractor shall provide the City Manager's Office with photographs and videos of the Event.

SECTION THREE. TERMINATION ON DEFAULT

If the Contractor 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 the Contractor.

SECTION FOUR. LIABILITY INSURANCE

The Contractor shall provide the City Risk Division and City Manager with a Certificate of Insurance and policy endorsements naming the City of San Luis as an additional insured. The Contractor shall carry the below liability insurance in the amounts shown and with companies acceptable to the City, fully protecting and indemnifying the City from every possible claim for accidents or other liabilities that might arise in connection with the Event, including set-up, tear-down, and any acts in any way connected with the Event.

[Intentionally left blank. Insurance Policies Descriptions follow]

Policy Type	Coverages	Limits	Required Language
Commercial General Liability – Occurrence Form	General Aggregate	\$2,000,000	The policy shall be endorsed to include the following additional insured language: “The City of San Luis shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Concessionaire.”
	Products-Completed Operations Aggregate	\$1,000,000	
	Personal and Advertising Injury	\$1,000,000	The policy shall contain a waiver of subrogation against the City of San Luis for losses arising from work performed by or on behalf of the Concessionaire/Professional.
	Each Occurrence	\$1,000,000	
Business Automobile Liability	Combined Single Limit (C.S.L.)	\$1,000,000	
Worker’s Compensation and Employer’s Liability	Workers’ Compensation	Statutory Requirement	
	Employer’s Liability		
	Each Accident	\$1,000,000	
	Disease – each employee	\$1,000,000	
	Disease - policy limit	\$1,000,000	
Liquor Liability	Host Liquor Insurance	1,000,000	
	Occurrence	\$2,000,000	
	Aggregate		

SECTION FIVE. MISCELLANEOUS

- A. 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.
- B. 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.
- C. Governing Law. It is agreed that this Agreement shall be governed by, construed, and enforced under the laws of Arizona, including Arizona's choice of law provisions. This Agreement is subject to the cancellation under the conflict-of-interest provisions of A.R.S. Sec. 38-511.
- D. 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.
- E. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding if placed in writing and signed by each Party or an authorized representative of each Party.
- F. 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.
- G. 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 Agreement.

[Intentionally left blank. Signature page follows.]

The Parties have executed this Agreement in San Luis, Arizona, on the day and year first set forth above, which is the date of the last Party's signature.

City of San Luis, Arizona

Nieves Riedel, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Sonia Cornelio, City Clerk

Kay Marion Macuil, City Attorney

**Pueblo Housing and
Community Development**

Jesus Lopez, President

Date: _____