CITY C... ORIGINAL

C-10373
09/07/2015

GLENDALE

PERFORMANCE AGREEMENT
Office of Special Events

This Performance Agreement ("Agreement") is entered into and effective this 7 day of September, 2015, by and between the City of Glendale, an Arizona municipal corporation ("City"), and Fry's Sun City Poms, the Performer ☒, Performer's Agent ☐, or Responsible Party ☐, ("Performer").

1. Performance: City engages the Performer to provide the type of entertainment as stated below:

Date/Time	Location	Performer	Performance Type	Performance Length
12/11/2015 7:00:00 PM	City Hall Amphitheatre. 5850 W. Glendale Ave.	Fry's Sun City Poms	**Dance**	45 minutes

* **Arrival time/ Access:** Access to backstage and dressing rooms – 45 minutes prior to performance time.

2. Performance Group and Contact:

Performance Group:	Fry's Sun City Poms
Contact Name:	Ruth Pharris
Address:	po box 2287
City/State/Zip:	Sun City, Az 85372
Cell Phone:	602-938-0707
E-Mail:	scpoms@yahoo.com

3. City Contact and Notices.

Heidi Barriga
City of Glendale Communications Department
Office of Special Events
5850 West Glendale Avenue, Suite B63
Glendale, Arizona 85301
623-930-3063

A copy of all notices shall be sent to:

City of Glendale
City Manager
5850 West Glendale Avenue
Glendale, Arizona 85301

City of Glendale
City Attorney
5850 West Glendale Avenue
Glendale, Arizona 85301

4. Insurance. Insurance Required ☐, **No Insurance Required ☒**. Performer agrees to maintain general liability insurance with a limit of not less than $1,000,000 for each occurrence while this Agreement is in effect. Insurance shall name the City as an additional insured. Proof of insurance must be provided to the City no later than the effective date of this Agreement.

5. Indemnity. To the extent permitted by law, Performer agrees to defend, indemnify and hold harmless City (its officers, officials, agents and employees) from any and all claims, actions, liabilities, damages, losses or expenses, including attorneys' fees and costs ("claims"), arising out of the acts or omissions of Performer or Performer's agents, employees, or authorized volunteers in connection

with performance under this Agreement. It is the specific intention of the parties that the City will, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the City, be indemnified by Performer from and against any and all claims.

6. Release. To the extent permitted by law, Performer releases and discharges the City from any liability for personal injury or property damage whatsoever connected with the performance(s) under this Agreement. Performer understands that this release is a contract with legal consequences.

7. Non-performance. If the performance(s) under in this Agreement are prevented or interfered with by weather or other circumstances that make it impractical or unfeasible to conduct or finish the event, City will have no obligation to Performer.

8. Copyrights. City has copyright agreements with BMI and ASCAP. Performer is limited to performances licensed by the organizations above. Performer has the duty to verify the proper licensure of music. Performer agrees to defend, indemnify and hold City harmless of any fees, charges, penalties, or other costs that result from the performance of any materials subject to the copyrights for which the appropriate permission has not been secured. Performer understands that performances at Glendale festivals are taped for broadcast on the City's cable station, Glendale 11, and submitted to YouTube for the City's YouTube channel.

9. Independent Contractor. Performer is an independent contractor and not an employee of City. Performer is responsible for paying all State and Federal and Social Security taxes and any applicable royalties or fees.

10. Immigration Laws. Performer(s) or his/her/their agent warrant, to the extent applicable under A.R.S. § 41-4401, that he/she/they have registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program; that he/she/they warrant compliance with all federal immigration laws and understand that any breach of this warranty subjects Performer(s) and their agent to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the Performer(s)' or their agent's papers or of any of their employees participating in this Agreement to ensure compliance with this paragraph.

11. Jurisdiction/Conflicts. This Agreement will be construed in accordance with the laws of the State of Arizona. This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

12. Effective Date/Termination. This Agreement is effective as of the date of the effective date listed above and terminates upon the conclusion of the performances required, inclusive of the removal of all persons and equipment associated with the performance from City premises. This Agreement may be terminated by either the City or Performer by providing no less than 30 days written notice to the other party. Notice must be provided by personal delivery or by United States Postal Service, certified mail, return receipt requested and delivered or mailed to the addresses listed within this Agreement.

(Signatures appear on the following page.)

CITY OF GLENDALE:

Name: Heidi Barriga
Title: Special Events Program Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

PERFORMER:

Name: Ruth Pharris
Title: Director, Fry's Sun City Poms