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C-10753
03/22/2016

Artist Activity Agreement

Parties

“City”

City of Glendale
c/o Greg Kinder
Velma Teague Library
7010 N. 58th Avenue
Glendale, AZ 85301
(623) 930-3441

and

“Artist”

Susan Smith
15970 W Dale Lane
Surprise, AZ 85387
(623) 556-1075

1. **Employment.** The Parties hereby enter into an Artist Activity Agreement (“Agreement”) for the following artist activity:

Performance: Tell Your Story: Discover Your Roots

Location: Velma Teague Library

Address: 7010 N 58th Avenue, Glendale, AZ

Dates and times: March 16, March 30, and April 13, 2016 at 1:00 p.m.

2. **Compensation.**

City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with the artist invoice depicting the dates and times of the project(s).

In consideration for the Services described herein, City will pay artist \$250.00. Glendale will pay the artist no later than 30 days after the last date of the service. The payment is all inclusive of supplies and materials for the activity.

3. **Indemnification.** Artist assumes the risk of all damage, loss, cost, and expense, and agrees to defend, indemnify and hold the City harmless from and against any and all liabilities, damage, loss, cost, and expense that may accrue to or be sustained related to, arising from or out of, or resulting from any negligent or willful actions, acts, errors, mistakes or omissions caused in whole or part by the Artist performing the work or services under this Agreement. This indemnity will be binding on Artist, its successors and assigns and will be in the benefit of and be available to the City. The above defense, indemnity and hold harmless obligations do not apply to claims resulting from the sole negligence of the City. This indemnification survives after the termination of the Agreement.

4. **Insurance.** Artist 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 if required below. The 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. **Insurance Certification.** Artist certifies that the activities provided under this Agreement are casual or incidental in relation to the Artist’s other types of work or sources of compensation. Yes No

City Use Only. Activities evaluated under Risk Management insurance criteria? Yes No

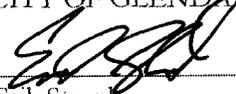
Insurance Required? Yes No

I have read the foregoing and agree to the terms including the period and nature of my service, and rate of payment.

"Artist":


Susan Smith

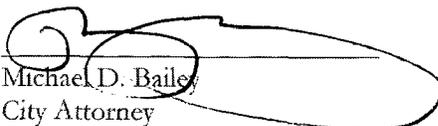
"City":

CITY OF GLENDALE
 3.17.16
Erik Strunk
Director, Community Services Dept.

ATTEST:


Pamela Hanna
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney