CITY CLERK
ORIGINAL

C-10820
04/28/2016

Artist Activity Agreement

Parties

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

and

"Artist"
Bang Bang Balloon Company
c/o Ric Fout
P.O. Box 8961
Surprise AZ 85474
(480) 980-3242

1. **Employment.** The Parties hereby enter into an Artist Activity Agreement ("Agreement") for the following artist activity:
   Performance: Arizona Rick: The Great Grand Canyon Balloon Show
   Location: Foothills Public Library, Glendale, AZ in the Roadrunner Room
   Address: 19055 North 57th Avenue Glendale, AZ 85308
   Dates and times: July 25th 2016, 2:00 pm - 3:00 pm

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 $300. 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 ☐

(Revised 3/10/16)

6. **Independent Contractor.** Under the terms of this Agreement, Artist is an independent contractor and has and retains full control and supervision of the services performed. Furthermore, this Agreement is not intended to create, constitute, or otherwise to recognize a joint venture agreement or relationship, partnership, or formal business organization of any kind, and the parties rights and obligations shall be only those expressly set forth in this Agreement. Artist understands that no benefits are offered and hereby acknowledges that Artist expects no benefits during the term of this Agreement.

7. **Background Investigation.** By signing this Agreement the Artist expressly authorizes the City to conduct all necessary and appropriate investigations under the law. This includes, but is not limited to employment history, criminal history and educational history.

8. **Immigration Laws.** Artist warrants, to the extent applicable under A.R.S. § 41-4401, that

   8.1 Artist does not have employee, or

   8.2 Artist has 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 it warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects Artist to penalties, including termination of this Agreement; and finally, understands that City has the right to inspect the papers of the Artist or any of its employees participating in this Agreement to ensure compliance with this paragraph.

9. **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.

10. **Effective Date/Termination.** This Agreement is effective as of the date of the last signature affixed below and terminates upon the conclusion of the last performance described in the "Performance" section of this Agreement. The may immediately terminate the Agreement upon Artist's nonperformance or breach of a material term in this Agreement.

11. **Miscellaneous.** Artist agrees to use his/her best efforts to promote the interests of the City and to devote his/her full business time and energy to the position during the terms of this Agreement and to perform all functions in a professional manner.

12. **Entire Agreement.** This Agreement represents the entire agreement of the Parties with respect to the subject matter hereof. This Agreement may not be changed, modified or rescinded except in writing, signed by all Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

13. **Assignment.** This Agreement is personal to the Artist, and cannot be assigned to another party without first obtaining the written consent of Glendale.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

"Artist":

Richard L. Foth

"City":

CITY OF GLENDALE

for Kevin R. Phelps

Kevin R. Phelps
City Manager

ATTEST:

Pamela Hanna
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

(Revised 3/10/16)