

AMENDMENT NO. 7 TO THE
CITY OF GLENDALE PROPERTY USE AGREEMENT

This Amendment No. 7 to the City of Glendale – Fiesta Bowl Agreement (“Amendment No. 7”) is entered into and effective as of the date of the last signature affixed below, and modifies the terms and conditions of the City of Glendale—Fiesta Bowl Agreement, filed with the City Clerk on July 1, 2006 as document No. C-5945 (“Agreement”).

RECITALS

- A. The terms of the Agreement have previously been modified by Amendment No. 1, filed with the City Clerk on October 1, 2007 as document No. C-5945-1; Amendment No. 2, filed with the City Clerk on December 17, 2008 as document No. C-5945-2; Amendment No. 3, filed with the City Clerk on December 9, 2009 as document No. C-5945-3; Amendment No. 4, filed with the City Clerk on December 28, 2010 as document No. C-5945-4; Amendment No. 5, filed with the City Clerk on December 21, 2011 as document No. C-5945-5; and Amendment No. 6, filed with the City Clerk on December 7, 2012 as document No. C-5945-6 (collectively, the “Previous Amendments”).
- B. Fiesta Events has indicated to the City that contrary to previous years it desires not to use the Youth Sports Fields, the Expo Center, or the multi-level Parking Structure for the 2013/2014 Fiesta Bowl except as otherwise provided herein; and
- D. The parties now desire to amend the Agreement with this Amendment No. 7 for the purpose of conducting the Fiesta Bowl in December 2013 and January 2014 (the “2013/2014 Fiesta Bowl Events season”) Terms not otherwise defined herein shall have the meaning set forth in the Agreement.

AMENDMENT

NOW, THEREFORE, the parties agree to amend the Agreement as follows:

- 1. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Agreement.
- 2. **Amendment.** The Agreement is amended in accordance with this Section and, except as otherwise expressly provided herein, all of the terms and conditions of the Agreement remain unchanged and continue in full force and effect. All Previous Amendments are hereby voided and have no further effect.
 - 2.1 The following sections of the Agreement are not applicable to the 2013/2014 Fiesta Bowl Events season:
 - 3. Times and Manner of Use of Youth Sports Fields.
 - 6. Exclusive Use of Expo Center.
 - 7. Time and Manner of Use. (related to the use of the Expo Center)
 - 8. Term. (related to the use of the Expo Center)
 - 9. Expo Center Use Fees.
 - 2.2 Section 2, Exclusive Use of the Youth Sports Fields of the Agreement is deleted and replaced with the following provision:

2. Use of the Youth Sports Fields. The Youth Sports Fields will be made available for parking operations in accordance with the City's agreements with the Arizona Sports and Tourism Authority.
- 2.3 Section 10, Other Conditions for Use of the Event Facilities is amended to add the following:
- F. In exchange for a mutually agreed upon social media promotion campaign executed by the City, Fiesta Events will provide the City with two pairs of Fiesta Bowl Game Tickets.
- 2.4 Section 12, Exclusive Use of Street Light Posts is deleted in its entirety and replaced by the following:
12. Use of City Advertisement Facilities.
- A. The City will allow Fiesta Events to use the Street Light Posts shown on Exhibit C for the purpose of installing Fiesta Bowl related banners in accordance with this Agreement.
- B. The City will provide for the placement of a Fiesta Bowl related advertisement "in rotation" on the two electronic billboards at Glendale Avenue and the Loop 101.
- 2.5 Section 15, Street Light Post User Fees is deleted in its entirety and replaced by the following:
15. Street Light Post User Fees. Fiesta Events will compensate the City for use of the Street Light Posts and the billboard advertising by providing to the City, at no cost to the City:
- A. A full-page advertisement in the Fiesta Bowl entertainment guide,
- B. A full-page advertisement in the Fiesta Bowl game program; and
- C. A 968 x 60 pixels "banner advertisement" on the Fiesta Bowl.org website, which will be prominently displayed and rotated on the home page and throughout the site.
- 2.6 Section 24, Miscellaneous is amended by adding the following provisions:
- D. Fiesta Events will pay to the City the costs incurred by the City for inspections and granting of permits, including the assessed fees required for any activities conducted under this Agreement unless specifically stated otherwise herein.
- E. Immigration Law Compliance.
- (1) Fiesta Events, for itself and on behalf of any allowable subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations

that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- (i) Any breach of warranty of this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- (ii) The City retains the legal right to inspect the papers of any Fiesta Events or subcontractor employee who performs work under this Agreement to ensure that the Fiesta Events or any subcontractor is compliant with the warranty under this Section.
- (iii) The City may conduct random inspections, and upon request of the City, Fiesta Events must provide copies of papers and records of Fiesta Events demonstrating continued compliance with the warranty under this Section.
- (iv) Fiesta Events agrees to keep papers and records available for inspection by the City during normal business hours.
- (v) Fiesta Events must cooperate with the City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.
- (vi) Fiesta Events must incorporate into any subcontract agreements that are allowable under this Agreement, if any, the same obligations imposed upon Fiesta Events and expressly accrue those obligations directly to the benefit of the City.
- (vii) Fiesta Events must require any allowable subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

(viii) Fiesta Events' warranty and obligations under this Section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement

(2) The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

3. **Interpretation.** On and after the date hereof, each reference in the Agreement to "this Agreement," "herein," "hereof," "hereunder" or words of similar import mean and are a reference to the Agreement as amended and supplemented hereby.
4. **Counterparts.** This Amendment may be executed in one or more counterparts and by different parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature to this Amendment by facsimile or emailing of a pdf file shall be as effective as delivery of a manually executed counterpart of this Amendment.

IN WITNESS WHEREOF, the parties enter into and make effective this Amendment No. 7 as of the date of the last signature affixed below.

CITY OF GLENDALE

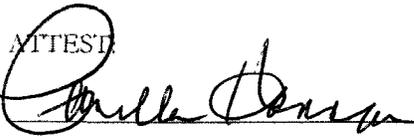
FIESTA EVENTS, INC.



Brenda S. Fischer, 11/18/13
City Manager Date

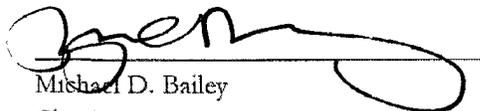


Dr. Robert Shelton, 11/18/13
Executive Director Date

ATTEST


Pam Hanna 11/21/13
City Clerk (SEAL)

APPROVED AS TO FORM:



Michael D. Bailey
City Attorney