

CITY CLERK ORIGINAL

C-9679
01/23/2015

SMALL PURCHASE CONTRACT BETWEEN THE CITY OF GLENDALE, ARIZONA AND GOLF TOURNAMENTS, INC.

THIS SMALL PURCHASE CONTRACT (this "CONTRACT") is made this 23 day of January, 2015, between the CITY OF GLENDALE, an Arizona municipal corporation (the "City") and GOLF TOURNAMENTS, INC., (the "Contractor"). City and Contractor agree as follows:

1. Scope of Work. Contractor shall provide services as set forth in the work order ("Services"), attached and incorporated by reference. **Any terms or conditions contained in such invoice are void where they conflict with this Contract.**

\$3,911.45 w/TAX

2. Compensation. City shall pay Contractor a maximum contract price of ~~\$3,250.00~~ for the Services. This Contract may be modified only by a written amendment, addendum or change order signed by persons authorized to enter into contracts on behalf of City and Contractor. The original purchase price and any amendment, addendum or change order may not equal or exceed \$3,250.00 in the aggregate.

3. Term. This Contract shall be effective as of the date set forth above and shall remain in full force and effect until services are complete, or one year from the above date, whichever time is shorter.

4. Performance Warranty. Contractor warrants that the Services rendered will conform to the requirements of this Contract and to the highest professional standards in the field.

5. Applicable Law; Venue. This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought in Maricopa County, Arizona.

6. Termination; Cancellation. This Contract has been entered into for the City's convenience and may be terminated at any time by the City without cause by providing the Contractor five (5) business days' written notice. Upon termination, Contractor shall be paid for all undisputed services performed prior to the termination date.

7. Conflict of Interest. This Contract is subject to A.R.S. § 38-511.

8. Independent Contractor. The Contractor acknowledges and agrees that it is providing the Services under this Contract as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City.

9. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

10. Pick-up and Return. The Contractor will deliver the carts to the University Of Phoenix Stadium (UPS) and have them available for pick up by G.P.D. on or before January 24, 2015, at 9:00 a.m. G.P.D. will return the carts to the pick-up point at UPS on February 2, 2015 at 9:00 a.m. and the Contractor will remove the carts from that location.

////

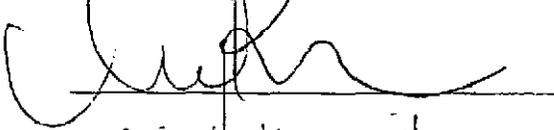
////

////

11. Repair and Replacement. The Contractor will repair on site any inoperable cart and/or will provide replacements for inoperable carts.

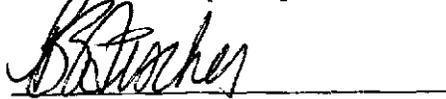
The parties enter into this Contract effective as of the date shown above.

Golf Tournaments, Inc.,
an Arizona corporation



By: Misty Kemmit
Its: Operations Manager

City of Glendale, Arizona
an Arizona municipal corporation



By: Brenda S. Fischer
Its: City Manager

ATTEST:

City Clerk

Approved as to form


City Attorney



GOLF TOURNA MENTS, INC

5301 Quebec St.
Commerce City, CO 80022
(303) 288-1979

3640 W Whitton Ave.
Phoenix, AZ 85019
(602) 233-3685

Car # 1
Serial # 1
Type 7 Pass

1-800-477-0467

www.golfcarsales.com

303-288-2129 Fax

2015 Pro Bowler Super Bowl
SHORT TERM RENTAL AGREEMENT

1. It is expressly understood the title to the equipment is retained by GTI, free and clear of all claims of the customer or others.
2. Rental payments are payable in advance or upon end of lease by previous agreement. Payment shall be by cash, check, or credit card.
3. A security deposit may be required. This amount will be returned when the equipment is returned in the same condition it was in when delivered, normal wear tear expected.
4. The equipment shall be maintained in good working order, and shall be returned in the same condition as when it was delivered, normal wear and tear expected. Any tampering with the engine (governor) of any kind will result in a \$500.00 fine or cost of repair whichever is greater and may result in loss of rental without refund.
5. The lessee agrees that only licensed drivers (age 16 and older) will operate the equipment and that the vehicle will be used in a safe and prudent manner.
6. **NO SIGNS OR DECALS SHALL BE AFFIXED TO THE EQUIPMENT WITH ANY KIND OF ADHESIVE.**
7. By signature below, the Lessee agrees to the payment terms stated below and that GTI shall not be responsible for loss, damage, theft, or replacement once Lessee takes possession. Further, upon default by Lessee, GTI shall be entitled to recover all costs of collection, attorney's fees, and 18% interest per annum. Venue of all collection or default actions shall be in Adams County, State of Colorado.
8. All passenger cars are restricted to their specific passenger limits: DO NOT EXCEED CAPACITY. Passenger golf cars are not to be used as maintenance vehicles (maintenance vehicles are available for the specific use).
9. Lessee agrees to indemnify and hold GTI and employees and assignees harmless from any and all losses, damages, injuries, claims, demands, and expenses (including but not limited to attorneys fees, court costs, and any claim made under strict liability) arising out of use or operation of the equipment, by Lessee from and after delivery of the equipment, but not arising from defects in the car.
10. Lessee shall designate one person to be responsible for contacting GTI in the event there are mechanical problems during the lease period.

OFFERED BY: Tom Vickers NAME: Tom Vickers COMPANY: CITY OF GLENDALE CONTACT: 623-690-8624

ADDRESS: 5350 W. Glendale Ave Glendale, AZ 85301

DELIVER TO: Pro Bowler Super Bowl Golf Car Compartment

DELIVERY DATE: 1/14/15 TIME: AM PICK-UP DATE: 2/12/15 TIME: 9:00 AM

DESCRIPTION: (2) 4 Passenger w/ TOPS - GAS OPERATED

RENTAL RATE: 2-PASSENGER \$ _____ 4-PASSENGER \$ 50/day TRUCKS \$ _____ 6-PASSENGER \$ _____

NUMBER OF CARS: 2 NUMBER OF DAYS: 9 TOTAL RENTAL AMOUNT \$ 3,150

SALES TAX OR TAX EXEMPTION NUMBER: IT SALES TAX 8.3 % \$ 261.45

Dated: 1/16/15 % Fuel Surcharge \$ 0

DEPOSIT/DELIVERY/PICK UP \$ 100

LESSOR: GOLF TOURNA MENTS, INC
5301 QUEBEC ST.
COMMERCE CITY, CO 80022

TOTAL RENTAL DUE \$ 3,250.34 11.45

LESSEE: **NO REFUNDS**

BY: Nancy Hobbes
1/23/15

BY: Tom Vickers
9965