

TOWN OF QUEEN CREEK

COMMUNITY SERVICES AGREEMENT WITH FRIENDS OF HORSESHOE PARK

This Community Services Agreement (the "Agreement") is made and entered into as of the 1st day of July, 2017 by and between the Town of Queen Creek, an Arizona municipal corporation ("Town"), and the Friends of Horseshoe Park, a non-profit agency, ("FOHP"). Town and the FOHP may be referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

RECITALS

The Town wishes to enter into an agreement for event production services for production of the 2018 Roots N' Boots Queen Creek event, which includes a Professional Rodeo Cowboy Association ("PRCA") Rodeo and Family Rodeo, at Horseshoe Park & Equestrian Centre ("HPEC") from Wednesday March 14, 2018 through Sunday March 18, 2018 (the "Event"); and

The FOHP is qualified to perform the Services; and

Now therefore, in consideration of the mutual promises and obligations set forth in this Agreement, the Parties agree as follows:

AGREEMENTS

ARTICLE 1. SCOPE OF SERVICES

1. The FOHP shall produce the Roots N' Boots Queen Creek special event at HPEC, as further described herein and on **Exhibit A** (the "Services" or the "FOHP Services").

2. The Town shall provide support in addition to the services, as further described herein and on **Exhibit C** (the "Town Services").

3. The Town will make available the HPEC facilities through a temporary special event permit for the use of HPEC, without costs or fees to FOHP, and such special event permit to be effective beginning at 12:01, a.m. Wednesday, March 14, 2018 and terminating at 11:59 p.m. Monday, March 19, 2018 (the "Special Event Permit") and shown on the HPEC event calendar. As long as the FOHP is in compliance with the covenants, conditions and terms of the Special Event Permit and this Agreement, FOHP shall collect Event revenue including, but not limited to, concession sales, vendor fees, ticket sales, parking fees, and subcontracted activity sales (the "Event Revenues"), subject to Article 2 of this Agreement; except for fees collected for the RV stalls, barns stalls and bedding. Reservations, shavings and fees collected for these items will be the responsibility of HPEC staff during normal business hours (8:00 – 5:00 p.m. Wed-Sun). After hours reservations, shavings and fee collection will be

handled by FOHP with all fees submitted to Town. Use of HPEC under the Special Event Permit shall include the event site, all arenas (including public arena), barn stalls, cattle pens, modular show office, parking areas (including overflow parking), use of the sound system, readily available electricity, readily available water, and restroom facilities. In the event the Town wishes to hold an event at HPEC during the Special Event Permit period defined above, the Town will give FOHP 90 days' notice that such an event will occur and details of that event (e.g. dates, times, and facilities).

4. All permanent HPEC sponsor advertising will remain intact and unobstructed.

5. All FOHP Services will be reviewed and approved by the Contract Administrator to determine acceptable completion. Review and approval by the Contract Administrator shall not relieve the FOHP of any liability for improper, negligent or inadequate Services rendered pursuant to this Agreement.

6. Town shall have the right to review all publicity prior to publication or use, including, but not limited to, press releases and advertising, for a time period of not more than seven days from receipt. FOHP shall have the right of use of the Town of Queen Creek name and logo. The use of the Town of Queen Creek Name and logo must meet the guidelines set forth in the Town of Queen Creek Logo Standards, attached hereto as Appendix 1, at all times.

7. All promotion stands must have proof of proper sales tax permits, licensing and health inspection permits prior to start of the Event. FOHP agrees on behalf of itself and its subcontractors to comply with and be solely responsible for all provisions of all applicable laws regarding sales and use taxes as to FOHP's or its subcontractor's sales. FOHP and its subcontractors are responsible for any and all damage to the HPEC facilities and improvements connected to the Event including without limitation damage caused during set-up, the Event, and tear-down activities. All costs and expenses resulting from the failure of FOHP to comply with the terms of the Special Event Permit or this Agreement will be billed to FOHP for prompt payment by FOHP and include clean-up labor and repair or replacement of facilities, equipment, improvements and materials.

ARTICLE 2. FEES

1. The amount provided to FOHP for FOHP Services under this Agreement shall be twenty thousand dollars (\$20,000.00) (the "Event Expenses Payment"), to be paid in one lump sum by check to FOHP within three weeks of signing of this Agreement and subject to the following conditions:

a. FOHP shall reimburse the Event Expenses Payment to Town, out of the Net Event Revenues (Gross Revenues minus Direct Event Costs). FOHP's obligation to reimburse Town shall be senior to any other claim against or payment from the Net Event Revenues. Direct Event Costs shall not include items such as, but not limited to, travel and accommodations for training conferences, compensation to FOHP Board Members, and lobbying, and mileage reimbursement for travel related to production of

the event.

b. Reimbursement of the Event Expense Payment and the Town Revenues shall be made to Town no later than 120 days after the Event.

2. The Town Services will include up to \$10,000 in value in the form of Town personnel services and Town contracted services as calculated by Town, which includes HPEC staff overtime wages, Fire Department hourly charges, and subcontracted personnel hired specifically because of this Event (the "Town Personnel Costs"), without charge to FOHP, and subject to the following conditions:

a. FOHP agrees that by arranging for any Town personnel services or Town contracted services beyond the Town Personnel Costs, FOHP is solely responsible for the payment of the total amount due and Town shall invoice FOHP for any Town personnel time or contracted services costs over \$10,000;

b. FOHP shall determine where Town personnel and contracted services should be used, with the agreement of Horseshoe Park & Equestrian Centre General Manager or Representative; and

c. FOHP shall agree in writing NLT February 1 2018 to the use and amount of Personnel time, staff duties, on-site HPEC representative during RNB, and contracted services..

d. Town agrees to pay all Town personnel and Town contracted services, including overtime, to be reimbursed by FOHP within 120 days of the Event.

e. Any modifications to the staffing agreement between FOHP and HPEC (2a and 2c) after 1 Feb., will be noted and signed by FOHP and HPEC representatives.

3. FOHP acknowledges and agrees that Town shall not be responsible for any Event expenses or losses.

4. All applicable federal, state and local taxes and charges which may be imposed on the Event are in addition to the Event expenses, shall be promptly and timely paid by FOHP, and FOHP agrees to be solely responsible for the payment of the same.

5. The Town shall provide a monthly report of in-kind hours worked, which are to be applied against the 30 hours of in-kind staff hours allocated.

6. The Town shall notify FOHP when the 30 hrs has been exhausted and not provide further hours until agreed to in writing by FOHP and the Town.

ARTICLE 3. TERM OF AGREEMENT

1. This Agreement shall be in full force and effect when approved by the Town Council of Queen Creek, Arizona and signed by its Mayor or Town Manager as attested by the Town Clerk, and an Officer of FOHP.

2. The FOHP shall proceed with providing the FOHP Services immediately upon receipt of a notice to proceed issued by the Contract Administrator. All FOHP Services shall be completed and approved on or before July 30, 2018.

3. The Town shall begin tracking and reporting in-kind staff labor hours upon same notice to proceed by the Contract Administrator.

ARTICLE 4. TERMINATION OF AGREEMENT OR PORTIONS OF SERVICES

1. The Town has the right to terminate this Agreement for cause or convenience or to abandon any portion of the Services that have not been performed by the FOHP. Upon such termination or abandonment, FOHP shall remain responsible for repayment to Town of the full amount of the Event Expenses Advance, less any Credit as herein defined.

2. In the event the Town terminates this Agreement or any part of the Services as herein provided, the Town shall notify the FOHP in writing ("Notice"), and immediately upon receipt of such Notice, the FOHP shall discontinue all work under this Agreement, shall refrain from incurring any new obligations, including contracts and subcontracts ("Obligations"), and shall cancel as many Obligations as possible.

3. Upon receipt of such Notice the FOHP shall immediately deliver to the Town any and all documents or work product generated by the FOHP under the Contract (collectively, the "Work Product"), together with all unused material supplied by the Town.

4. Within thirty (30) days of receipt of such Notice FOHP shall provide Town with a list of its expenditures made to the Notice Date, and for amounts owing pursuant to the Obligations that could not be cancelled (collectively, the "Actual Expenditures"), and shall submit the Actual Expenditures to the Contract Administrator for evaluation.

5. The FOHP shall receive as compensation in full for FOHP Services performed and accepted by the Contract Administrator to the date of such termination, a "Credit" to be subtracted from the total amount of FOHP's repayment to Town for Event Expenses Advance for the percentage of Services actually completed and accepted by the Town and for the Actual Expenditures. The Credit shall be in an amount to be mutually agreed-upon by the FOHP and the Town, based upon the Scope of Services set forth in Article 1, the payment schedule set forth in this Agreement and the Actual Expenditures. If mutual agreement between the Parties cannot be reached after reasonable negotiation, the Contract Administrator shall determine the percentage of satisfactory completion of each task set forth in the Scope of Services and the amount of credit FOHP is entitled to for such work, and the Contract Administrator's

determination in this regard shall be final.

6. If for any reason the FOHP fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the FOHP violates any of the covenants, agreements, or stipulations of this Agreement, the Town may withhold from payment due to the FOHP such amounts as are necessary to protect the Town's position for the purpose of set-off until such time as the exact amount of damages due to the Town from FOHP is determined by a court of competent jurisdiction.

ARTICLE 5. ASSIGNMENT AND SUBCONTRACTING

1. This Agreement may not be assigned in whole or in part without the prior written consent of the Contract Administrator, and any such attempted assignment shall be null and void and a material breach of this Agreement, and shall transfer no rights to the purported assignee.

2. The FOHP may engage such subcontractors or professional associates as FOHP may deem necessary or desirable for the timely and successful completion of this Agreement. However, the use of such subcontractors or professional associates for the performance of any part of the Services specified in Article 1 shall be subject to the prior written approval of the Town. FOHP will submit a complete list of subcontractors in **Exhibit B** and will update **Exhibit B** during the term of the Agreement, should the status of said subcontractors change. Employment of such subcontractors or professional associates in order to complete the Services set forth in Article 1 shall not entitle FOHP to additional compensation beyond that set forth in Article 2. The FOHP shall be responsible for and shall warrant all Services including those delegated to such subcontractors or professional associates.

ARTICLE 6. COMPLETENESS

1. The FOHP shall be responsible for and shall warrant the completeness and quality of all Services performed pursuant to the Agreement. The fact that the Town has accepted or approved the FOHP's Services shall in no way relieve the FOHP of any of FOHP's responsibilities.

ARTICLE 7. OWNERSHIP OF DOCUMENTS

1. All documents including but not limited to data computation, studies, reports, brochures, pamphlets, leaflets and notes prepared in the performance of this Agreement are to be and remain the property of the FOHP but will be delivered to the Agreement Administrator upon completion of this Agreement or upon termination of this Agreement for any reason.

ARTICLE 8. INDEMNIFICATION

1. To the fullest extent permitted by law, the FOHP shall defend, indemnify, save and hold harmless the Town and its elected officials, officers, employees, council members and agents (collectively the "Indemnitees") for, from and against any and all claims, demands, losses, damages, suits, actions, liabilities, fines, charges, penalties, obligations, costs (including, without limitation cleanup actions of any kind, and court costs, attorneys' fees, professional, expert or FOHP fees (including, but not limited to, such expenses incurred in any attempt to enforce this indemnification provision and the cost of appellate proceedings) (collectively, "Claims"), which may arise out of, in connection with, resulting from or related to in any manner, directly or indirectly, in whole or in part, out of the exercise of this Agreement by the FOHP including, without limitation, claims for bodily injury, death, damage to property, loss of use of property or defects in workmanship or materials and regardless of whether asserted as a breach of contract, breach of warranty, tort or any other theory of recovery. It is the specific intention of the Parties that the Indemnitees shall be indemnified by FOHP or by anyone for whose acts the FOHP may be legally liable, including employees, customers, agents, invitees, licensees, or guests. It is the specific intention of the Parties that the Indemnitees shall be indemnified by FOHP from and against all Claims other than those arising from the Indemnitees' sole willful or gross negligence.

2. In the event that any action or proceeding shall at any time be brought against any of the Indemnitees by reason of any Claim referred to in this Article, FOHP, at FOHP's sole cost and upon at least 10 days' written notice from Town, shall defend the same with counsel acceptable to Town, in Town's sole discretion.

3. Except for Town's sole willful or gross negligence, FOHP, on its own behalf and on behalf of its successor and assigns, shall and does hereby release Town and the Indemnitees for all liabilities and Claims FOHP shall, and does hereby agree to indemnify, defend and save the Indemnitees harmless against all claims arising directly or indirectly, in whole or in part, from any breach or default on FOHP's part in the performance of any covenant or agreement of FOHP under this Agreement.

4. FOHP's indemnification, obligations and release under this Article shall survive the expiration or termination of this Agreement.

5. The insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this Agreement and shall not be construed in any way to limit the scope and magnitude of the indemnification obligations, nor shall

FOHP'Ss indemnification obligations be construed in any way to limit the scope, magnitude or applicability of the insurance provisions.

ARTICLE 9. INSURANCE

1. The FOHP shall secure and maintain during the life of this Agreement, insurance coverage which shall include comprehensive general and automobile liability, and FOHP's liability insurance. The comprehensive general and automobile liability limits shall be no less than one million dollars (\$1,000,000.00) combined single limit. The FOHP's general liability limits shall be no less than one million dollars (\$1,000,000.00) for each occurrence and no less than one million dollars (\$1,000,000.00) policy aggregate naming the Town as an additional insured. The Town shall be named as an additional insured on all policies.

2. The FOHP shall secure and maintain during all event hours, included event setup, site prep, event cleanup and equipment breakdown, insurance coverage which shall include special event liability, and supplemental coverage for rough stock. The FOHP's event insurance shall be no less than one million dollars (\$1,000,000.00) for each occurrence and no less than two million dollars (\$2,000,000.00) policy aggregate naming the Town as an additional insured. The FOHP's supplemental rough stock coverage shall be no less than five million dollars (\$5,000,000.00) for each occurrence and no less than five million dollars (\$5,000,000.00) policy aggregate naming the Town as an additional insured. The Town shall be named as an additional insured on all policies.

3. The FOHP shall secure and maintain during all event hours, included event setup, site prep, event cleanup and equipment breakdown, liquor liability insurance coverage if they procure a Special Event Liquor License from the State of Arizona. The liquor liability policy shall be no less than one million dollars (\$1,000,000.00) for each occurrence and no less than one million dollars (\$2,000,000) policy aggregate naming the Town as an additional insured.

4. All insurance coverage shall be written through carriers licensed in Arizona, or on an approved non-admitted list of carriers published by the Arizona Department of Insurance, and possessing an A.M. Best rating of at least B+7 or better through Lloyd's of London.

5. Should coverage be written on a claims-made basis, the FOHP shall provide, prior to commencement of any Services, an initial certificate of insurance evidencing required coverage limits from date of contract execution through date of policy expiration. Subsequently, a certificate of insurance or a renewal quotation accompanied by evidence of premium payment shall be presented a minimum of ten (10) days prior to date of expiration of current certificate.

6. In the event the FOHP fails to provide such certificate of coverage retroactive to the beginning date of this Agreement, the Town may, but shall not be required to, purchase insurance, if available, to protect itself against any losses which would have been covered by policies FOHP is required to maintain under this Article. If the Town elects to purchase the insurance under this provision, FOHP shall be liable to the Town for all costs incurred by the Town for purchasing such insurance.

7. Contemporaneously with the effective date, the FOHP shall submit to the Town a certificate of insurance evidencing the coverage and limits stated in the foregoing paragraph. Insurance evidenced by the certificate shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the Town, and a statement to that effect must appear on the face of the certificate and the certificate shall be signed by a person authorized to bind the insurer. The amount of any deductible shall be stated on the face of the certificate. The Contract Administrator may require the FOHP to furnish a financial statement establishing the ability of FOHP to fund the deductible. If in the judgment of the Contract Administrator the financial statement does not establish FOHP's ability to fund the deductible, and no other provisions acceptable to the Contract Administrator are made to assure funding of the deductible, the Contract Administrator may, in his/her sole discretion, terminate this Agreement without further liability to the Town.

ARTICLE 10. ADDITIONAL WARRANTIES AND DISCLOSURES BY FOHP

1. The FOHP hereby warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FOHP, to solicit or secure this agreement, and that the FOHP has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for the FOHP any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement.

2. The FOHP shall comply with Executive Order No. 11246 entitled "Equal Opportunity Employment" as amended by Executive Order No. 11375, and supplemented Department of Labor Regulations 41 CFR, Part 16.

ARTICLE 11. CONTRACT ADMINISTRATOR

1. The Town's Contract Administrator for this Contract shall be the Town Manager or his/her designee(s).

ARTICLE 12. NOTICE

Town: John Kross, Town Manager 22350 South Ellsworth Road
Queen Creek, AZ 85242 Facsimile: (480) 358-3189

With a copy to:
Dickinson Wright PLLC
Town Attorneys

1850 N. Central Ave., Suite 1400
Phoenix, AZ 85004
Attn: Fredda J. Bisman, Esq.

FOHP: Jon Wootten, President Friends of Horseshoe Park
PO Box 1062
Queen Creek, AZ. 85142

With a copy to: Facsimile: () _____

1. All notices or demands required to be given, pursuant to the terms of this Agreement, shall be given to the other Party in writing, delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested or deposited with any commercial air courier or express service at the addresses set forth below, or to such other address as the Parties may substitute by written notice, given in the manner prescribed in this paragraph.

2. Notice shall be deemed received on the date delivered, if delivered by hand, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express services or, if mailed, three (3) working days (exclusive of United States Post Office holidays) after the notice is deposited in the United States mail as above provided, and on the delivery date indicated on receipt, if delivered by certified or registered mail. Any time period stated in a notice shall be computed from the time the notice is deemed received. Notices sent by facsimile transmission shall also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission. E-mail is not an acceptable means for meeting the requirements of this section unless otherwise agreed in writing.

ARTICLE 13. GENERAL PROVISIONS

1. RECORDS AND AUDIT RIGHTS. FOHP records (hard copy, as well as computer readable data), and any other supporting evidence deemed necessary by the Town to substantiate charges and claims related to this agreement shall be open to inspection and subject to audit and/or reproduction by Town's authorized representative to the extent necessary to adequately permit evaluation and verification of cost of the Services, and any invoices, change orders, payments or claims submitted by the FOHP or any of its payees pursuant to the execution of the contract. The Town's authorized representative shall be afforded access, at reasonable times and places, to all of the FOHP's records and personnel pursuant to the provisions of this article throughout the term of this agreement and for a period of three years after last or final payment.

2. INCORPORATION OF RECITALS AND EXHIBITS. The Recitals are acknowledged by the Parties to be substantially true and correct, and hereby incorporated as agreements of the Parties. The Exhibits are attached hereto and incorporated herein by this reference.

3. ATTORNEYS' FEES. In the event either Party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or an account of any breach or default hereof, the prevailing Party shall be entitled to receive from the other Party reasonable attorneys' fees and reasonable costs and expenses (including expert witness fees), determined by the arbitrator or court sitting without a jury, which fees shall be deemed to have accrued on the commencement of such action and shall be enforced whether or not such action is prosecuted through judgment.

4. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties and supersedes all previous representations, written or oral, with respect to the Services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each Party.

5. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Arizona, without reference to conflict of laws and principles. Exclusive jurisdiction and venue for any action brought to enforce or construe any provision of this Agreement shall be proper in the Superior Court of Maricopa County, Arizona and both Parties consent to jurisdiction and venue in such court for such purposes.

6. INDEPENDENT CONTRACTOR. The Services FOHP provides under the terms of this Agreement to the Town are that of an Independent Contractor, not an employee, or agent of the Town. As an independent contractor, FOHP shall:

- a. Have discretion in deciding upon the method of performing the Services provided;
- b. Not be entitled to worker's compensation benefits from the Town;
- c. Not be entitled to any Town sponsored benefit plan;
- d. Shall select the hours of its work;
- e. Shall provide its own equipment and tools; and
- f. To the extent required by law, be responsible for obtaining and remaining licensed to provide the Services.

7. TAXES. FOHP shall be solely responsible for any and all tax obligations which may result out of the FOHP's performance of this agreement. The Town shall have no obligation to pay any amounts for taxes, of any type, incurred by the FOHP. The Town will report the value paid for these Services each year to the Internal Revenue Service (I.R.S.) using Form 1099. The Town shall not withhold income tax as a deduction from contractual payments. FOHP acknowledges that it may be subject to I.R.S. provisions for payment of estimated income tax. FOHP is responsible for consulting the local I.R.S. office for current information on estimated tax requirements.

8. AMENDMENTS. Any amendment, modification or variation from the terms of this Agreement shall be in writing and signed by all Parties hereto.

9. COMPLIANCE WITH LAW. The FOHP specifically agrees that in the performance of the Services rendered hereunder by FOHP or anyone acting on its behalf, FOHP will comply with all state, federal and local statues, ordinances and regulations, and will obtain all permits and licenses applicable for performance under this Agreement.

10. SEVERABILITY. In the event that any provision of this Agreement shall be held to be invalid and/or unenforceable, the remaining provisions shall be valid and binding upon the Parties.

11. WAIVER. No waiver by any Party of a breach of this Agreement will be construed as a waiver of a succeeding breach of the same or any other covenant of this Agreement. No delay in exercising any right granted by this Agreement will constitute a waiver of that right. No waiver shall be effective unless it is in writing and is signed by the Party asserted to have granted such waiver.

12. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

13. COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS.

a. Pursuant to the provisions of A.R.S. § 41-4401, the FOHP warrants to the Town that the FOHP and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. § 23-214(A). FOHP acknowledges that a breach of this warranty by the FOHP or any of its subcontractors is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any subcontract. The Town retains the legal right to inspect the papers of any employee of the FOHP or any subcontractor who works on this Agreement to ensure compliance with this warranty. ,

b. The Town may conduct random verification of the employment records of the FOHP and any of its subcontractors to ensure compliance with this warranty.

c. The Town will not consider FOHP or any of its subcontractors in material breach of the foregoing warranty if FOHP and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

d. The provisions of this section must be included in any contract the FOHP enters into with any and all of its subcontractors who provide Services under this Agreement or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

15. CANCELLATION FOR CONFLICT OF INTEREST. Pursuant to the provisions of A.R.S. § 38-511, the Town may cancel any contract or agreement, without penalty or obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Town is, at any time while the contract or any extension thereof is in effect, an employee of any other party to the contract in any capacity or a FOHP to any other party to the contract with respect the subject matter of the contract.

16. CONSTRUCTION. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and neither of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and the Parties each hereby waive the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party whose attorney prepared the executed Agreement or any earlier draft of the same, including any exhibits.

[Signature page follows]

In WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly authorized officers on this 11th day of July 2017.

TOWN: TOWN OF QUEEN CREEK, an Arizona
Municipal Corporation

By: Gail Barney
Gail Barney, Mayor

ATTEST:

By: Jennifer Robinson
Jennifer Robinson, Town Clerk

APPROVED AS TO FORM:

By: Freddie P.
Dickinson Wright Town Attorneys

Friend of Horseshoe Park: [Signature]

By: Jon Grotten

Its: President

EXHIBIT A

Production Aspects of the 2018 Roots N' Boots Queen Creek ("Event")

- 1) FOHP shall produce a PRCA Rodeo;
- 2) FOHP shall produce Family activities in similar fashion to the 2017 Roots N' Boots Queen Creek event, with the capability to adjust hours of service and activities to best serve the interest of the Event;
- 3) FOHP may procure sponsorships for the Event,
 - a) FOHP shall remove all traces of Event sponsorships from HPEC within one day of the end of the Special Event period, unless requested otherwise by the HPEC Representative;
- 4) FOHP shall procure food and beverage vendors;
- 5) FOHP (or through its subcontractor) shall procure a Special Event Liquor License from the State of Arizona, if one does not exist, if the intent is to sell alcohol at the event
 - a) Town Council approval is required for any spirituous liquor sales (hard liquor) prior to obtaining the State of Arizona Special Event Liquor License;
 - b) FOHP shall operate alcohol sales in a fashion as determined by Town Council direction and by Town staff and MCSO through the Special Event Permit Process;
 - c) FOHP shall obtain liquor liability insurance as described in Article 10;
- 6) FOHP may procure other event activities such as, but not limited to, carnival rides, pony rides, petting zoo, spectator events, etc.
 - a) All procured activities must fall within provided insurance coverage as described in Article 10;
- 7) FOHP shall produce a parking plan to be reviewed and approved by Town staff through the Special Event Permit process;
- 8) FOHP shall produce a traffic plan to be reviewed and approved by Town staff through the Special Event Permit process;
- 9) FOHP shall produce a dust control plan to be reviewed and approved by Town staff through the Special Event Permit process;

10) FOHP shall produce a public safety plan to be reviewed and approved by Town staff through the Special Event Permit process;

11) FOHP shall procure all necessary electric and water services not readily available at HPEC;

12) FOHP shall procure all necessary equipment and supplies to produce the event;

13) FOHP shall have appropriate staff to manage the event;

14) FOHP shall ensure that all subcontractors and vendors required to provide insurance list to the Town and FOHP as additionally insured for the duration of the event and for any time periods required by Article 10;

a) Subcontractors and vendors required to provide insurance include, but may not be limited to, food and beverage vendors, booths with activities, carnival rides, inflatable rides, activities involving animals, competitions, races, equestrian activities, and active displays such as inflatable advertising;

EXHIBIT B LIST OF SUBCONTRACTORS

There are no subcontractors at this time. There will be amendments to the contract if any occur throughout the term.

EXHIBIT C

Town Provided Support for the 2018 Roots N' Boots Queen Creek ("Event")

- 1) The Town shall make available the HPEC facilities through a temporary special event permit for the use of HPEC, without costs or fees to FOHP, and such special event permit to be effective beginning at 12:01 a.m. Wednesday, March 14, 2018 and terminating at 11:59 p.m. Monday, March 19, 2018.
- 2) The Town shall provide to FOHP for Services under this Agreement twenty thousand dollars (\$20,000.00), to be paid in one lump sum by check to FOHP within three weeks of being invoiced by FOHP.
- 3) The Town shall provide up to 30 hours of in-kind services.
- 4) The Town shall provide up to \$10,000 in value in the form of Town personnel services and Town contracted services without charge to FOHP.
- 5) Declaring the week prior to Roots N' Boots Queen Creek as "Roots N' Boots Week", or some other proclamation publicizing Roots N' Boots Queen Creek.