

**BISBEE VOGUE INC.
(FORMERLY SAVE OUR STAIRS)
AGREEMENT 2014**

THIS AGREEMENT, entered into this ___ day of _____ 2014, by and between the County of Cochise, State of Arizona, a body politic, hereinafter called the “COUNTY”; and Bisbee Vogue, Inc. (formerly Save Our Stairs, Inc.), a nonprofit corporation organized under the laws of Arizona, hereinafter called the “SPONSOR”.

RECITALS

WHEREAS, the SPONSOR is sponsoring the Bisbee 1000 Stair Climb, hereinafter called “THE EVENT”, to be held Saturday October 18, 2014; and

WHEREAS, the “Event” will take place, in part, on the Superior Courthouse steps, plaza and lawn area, and in County parking lots surrounding the Courthouse and the Administration Building in Bisbee (the “COUNTY PREMISES”), it is understood by all parties that the County does not own or have a current lease on the parking lot between the Courthouse and the Administration Building and so the County cannot give permission to use that particular lot; and

WHEREAS, preparation and clean-up for the event, including placement of temporary restroom facilities, may commence on the morning of Friday, October 17, 2014, and conclude on the afternoon of Sunday, October 19, 2014,

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

A. DUTIES OF THE PARTIES

1. It shall be the sole responsibility of the SPONSOR to undertake any inspection or preparation of the COUNTY PREMISES required for the EVENT.

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2. The SPONSOR agrees to fully perform, at the SPONSOR's sole expense, all support activities in conjunction with the conduct of the EVENT including, but not limited to, placement and removal of portable restroom facilities at the parking lot between St. Patrick's Church, the Courthouse, and the old convent building (currently County Attorney Civil Division Office), clean up of the COUNTY PREMISES after the EVENT, and procurement and placement of traffic control signs and devices in and around COUNTY PREMISES, which are necessary to warn, regulate or guide traffic during the conduct of the EVENT and the removal of such signs and devices following the conclusion of the EVENT.

3. Notwithstanding the required insurance as set forth herein, the SPONSOR agrees to indemnify and hold harmless the COUNTY, its officers, employees, and agents, and at SPONSOR'S sole expense, to defend the COUNTY, its officers, employees, and agents against all liability, losses, damages, claims, motions, cost and expenses (including but not limited to, reasonable attorney's fees), and whatsoever kind of nature which, in any way, relates to the parties' performance pursuant to this Agreement, or which otherwise arises or relates to the conduct of the EVENT regardless of whether it is cause in part by a party indemnified hereunder.

4. The SPONSOR shall name the COUNTY, its officers and employees as additional insured in an all-risk policy with a minimum face value of one million dollars (\$1,000,000.00), and shall submit a copy of said policy to the COUNTY for approval no less than ten (10) days prior to the starting date of the EVENT.

B. RELATIONSHIP OF THE PARTIES

The parties intend and understand that pursuant to this agreement, the COUNTY is an independent supplier of services to the SPONSOR, limited to a temporary license to use the COUNTY PREMISES. No officer, employee or agent of the COUNTY or the COUNTY itself, shall be deemed or considered an employee or agent or a participant with SPONSOR in any respect regarding sponsor's conduct of the EVENT. Except as COUNTY enforcement statutes, regulations or procedures which may affect COUNTY rendering of services hereunder may require, the COUNTY shall not in any manner, participate in or share in any profit or proceeds arising from Sponsor's conduct of the EVENT. SPONSOR will be solely and entirely responsible for the acts of the Sponsor's event. No officer, employee or agent of one party shall be empowered to bind or obligate the other party unless specifically authorized by mutual written consent of the parties.

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C. ADHERENCE TO APPLICABLE LAWS

SPONSOR agrees that the EVENT shall be conducted in accordance with all applicable federal, state, and local statutes, rules and ordinances including, but not limited to those applicable to the operation of bicycles on public highways.

D. TERM OF AGREEMENT

1. This agreement shall be in full force and effect from the date of its execution and until 5 p.m. on the day following the completion of the EVENT or until cessation of all of SPONSOR's obligations to the COUNTY under this Agreement, whichever is later, unless otherwise terminated as provided in this Agreement.

2. SPONSOR shall be permitted to begin setting up portable toilets and necessary signage at 7 a.m. on Friday, October 17, 2014 and shall have removed all such toilets and signage prior to 4 p.m. on Sunday, October 19, 2014.

E. TERMINATION OF AGREEMENT

Either party upon thirty (30) days written notice of such intent may terminate this Agreement. Such termination shall not relieve the SPONSOR of liability under this Agreement for the effective term prior to this termination. This Agreement may also be subject to termination pursuant to A.R.S. 38-511.

F. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the express written consent of the other party. Any assignment in violation of this provision will automatically terminate this Agreement.

G. WAIVER

The failure of either party at any time to require performance by the other party of any provision hereof shall in no way affect the party's subsequent rights and obligations under that provision. Waiver by either party of the breach of any provision hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of such provision itself.

H. ENTIRE AGREEMENT

This document constitutes the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writings, agreements and all

other communications between the parties. It may not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each party.

I. APPROVAL BY THE BOARD

Before this Agreement shall become effective and binding upon the COUNTY, the BOARD OF SUPERVISORS must approve it. In the event that the Board of Supervisors fails or refused to approve this Agreement, it shall be null and void and have no effect whatsoever.

IN WITNESS WHEREOF, the COUNTY has caused this instrument to be executed by the Chairman of the Board of Supervisors and attested to by the Clerk of said Board, and SPONSOR has caused this instrument to be executed by its duly authorized representative on the day and year first above written.

APPROVED:

Patrick Call, Chairperson
Cochise County Board of Supervisors

APPROVED:



Cynthia Conroy, President
Bisbee Vogue, Inc.

ATTEST:

Arlethe G. Rios
Clerk of the Board

APPROVED AS TO FORM:



Elda E. Orduno,
Civil Deputy County Attorney