

# **BISBEE VOGUE INC. AGREEMENT 2015**

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_ 2015, by and between the County of Cochise, State of Arizona, a body politic, hereinafter called the "COUNTY"; and Bisbee Vogue, 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 17, 2015; 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 16, 2015, and conclude on the afternoon of Sunday, October 18, 2015,

**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.

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) of whatsoever kind, 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 caused 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.

## **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 16, 2015 and shall have removed all such toilets and signage prior to 4 p.m. on Sunday, October 18, 2015.

#### **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 refuses 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:**

**APPROVED:**

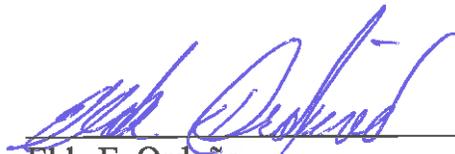
\_\_\_\_\_  
Patrick Call, Chairperson  
Cochise County Board of Supervisors

  
\_\_\_\_\_  
Cynthia Conroy, President  
Bisbee Vogue, Inc.

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Arlethe G. Rios  
Clerk of the Board

  
\_\_\_\_\_  
Elda E. Orduño,  
Civil Deputy County Attorney



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER:**  
**FRANCIS L. DEAN & ASSOCIATES OF COLORADO, LLC.**  
9362 TEDDY LN STE 203  
LONE TREE, CO 80124-2871  
www.fdeanco.com  
(800) 986-5350

<b>CONTACT NAME:</b>	
<b>PHONE (A/C, No, Ext):</b> (800) 986-5350	<b>FAX (A/C, No):</b> (303) 773-0111
<b>E-MAIL ADDRESS:</b> infoco@fdean.com	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> United States Fire Insurance	<b>NAIC #</b> 21113
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED** SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS:

**Bisbee Vogue, Inc.**  
P.O. Box 1099  
Bisbee, AZ 85603

**COVERAGES**                      **CERTIFICATE NUMBER:** USP185265                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			SRPGP-101-0715	10/16/2015 12:01 AM	10/18/2015 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$0.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTO						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							
	<input type="checkbox"/> NON-OWNED AUTOS							
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							
	<input type="checkbox"/> CLAIMS-MADE							
	DED							
	RETENTION \$							
A	Liquor Liability			SRPL-101-0715/ USL303427	10/16/2015 12:01 AM	10/18/2015 12:01 AM	EACH OCCURRENCE	\$1,000,000.00
							GENERAL AGGREGATE	\$2,000,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Bisbee Great Stair Climb, Ironman Ice Competition, and Craft Beer Festival

### CERTIFICATE HOLDER

Bisbee Vogue, Inc.  
P.O. Box 1099  
Bisbee, AZ 85603

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Francis L. Dean*



# ADDITIONAL INTEREST SCHEDULE

DATE (MM/DD/YYYY)  
6/30/2015

AGENCY		CARRIER United States Fire Insurance Company		NAIC CODE 21113
POLICY NUMBER SRPGP-101-0715/USP185265		EFFECTIVE DATE 10/16/2015 12:01 AM	NAMED INSURED(S) Bisbee Vogue, Inc.	

**ADDITIONAL INTEREST (Not all fields apply to all scenarios -- provide only the necessary data)**

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Cochise County 1415 Meadowlone Bldg A PO Box 4249 Bisbee, AZ 85603							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		City of Bisbee 118 Arizona St. Bisbee, AZ 85603							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		Bisbee Hospitality Group 2 Main Street Bisbee, AZ 85603							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
		St. Patrick Catholic Parish 100 Quality Hill Bisbee, AZ 85603							LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

<b>INTEREST</b> <input checked="" type="checkbox"/> ADDITIONAL INSURED <input type="checkbox"/> BEACH OF WARRANTY <input type="checkbox"/> CO-OWNER <input type="checkbox"/> EMPLOYEE AS LESSOR <input type="checkbox"/> LEASEBACK OWNER <input type="checkbox"/> LIENHOLDER	<input type="checkbox"/> LOSS PAYEE <input type="checkbox"/> MORTGAGEE <input type="checkbox"/> OWNER <input type="checkbox"/> REGISTRANT <input type="checkbox"/> TRUSTEE	NAME AND ADDRESS	RANK:	EVIDENCE:	CERTIFICATE	POLICY	SEND BILL	INTEREST IN ITEM NUMBER	
									LOCATION:
		REFERENCE / LOAN #:	INTEREST END DATE:				VEHICLE:	BOAT:	
REASON FOR INTEREST:		LIEN AMOUNT:	PHONE (A/C, No, Ex):				AIRPORT:	AIRCRAFT:	
		E-MAIL ADDRESS:				ITEM CLASS:	ITEM:	ITEM DESCRIPTION	
						FAX (A/C, No):			

The above are added as additional insured but only with respect to liability arising out of operations of the named insured during the policy period.

