

**SPECIAL EVENT AGREEMENT BETWEEN  
BISBEE PRIDE, INC., AND THE CITY OF BISBEE**

THIS SPECIAL EVENT AGREEMENT ("Agreement") is made by and between BISBEE PRIDE, INC., an Arizona corporation (the "Event Promoter") and the City of Bisbee, an Arizona municipal corporation (the "City"), and is entered into this \_ day of July 2023 (the "Effective Date"). Event Promoter and the City may hereinafter be referred to individually as a "Party" or collectively as the "Parties."

**RECITALS**

**WHEREAS**, Event Promoter is the sponsor and promotor of the Bisbee Pride Festival (Bisbee Pride), consisting of an approximately 3–4-day festival primarily in Old Bisbee; and,

**WHEREAS**, Bisbee Pride started in June of 1994 and is held annually each year during the third week of June, garnering national and international attention and attendance; and

**WHEREAS**, the City recognizes special events, such as Bisbee Pride, are an important part of the City's history and quality of life, together with the contribution they make to a sustainable tourism industry; and,

**WHEREAS**, Special events also provide economic benefits to local businesses and residents, together with unique civic, cultural, educational recreational, and entertainment experiences; and,

**WHEREAS**, the City and Event Promotor desire to enter into this Agreement to recognize and reserve the third week of June for Bisbee Pride Festival event, to provide priority for Bisbee Pride Festival as a special event in the City for the third week of June in order to avoid other conflicting special events during that time period that may interfere with the Bisbee Pride Festival.

**NOW THEREFORE**, in consideration of the foregoing Recitals and the mutual terms and conditions contained in this Agreement the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**AGREEMENT**

1. Incomoration of Recitals. The Event Promoter and the City agree the Recitals set forth above are true and accurate and are hereby incorporated by reference.
2. Responsibility of Event Promoter: Event Promoter shall:
  - a. Event Promoter will organize, run and manage Bisbee Pride Festival and coordinate with the City to ensure that the impacts of Bisbee Pride are minimized to the surrounding community.

- b. Event Promoter shall submit for and obtain all necessary special event permits, which may include, but are not limited to, special event liquor licenses, sign plan approval, security plan approval, and waste/recycling plans, and all other required permits, approvals, etc. that may be encompassed by Bisbee Pride event. These permits shall be obtained each year prior to each annual Bisbee Pride Festival pursuant to the City's then existing special event permit requirements.
- c. Deliver and set up necessary equipment approximately twenty-four (24) hours before the Bisbee Pride Festival, such that the equipment is fully functional and may be operated safely no later than eight (8) hours before the commencement of the Bisbee Pride event. Event Promoter will take all actions necessary to avoid conflicts with others' use of the City's venues during the equipment setup and event Promoter shall disassemble and remove all equipment within 24 hours after the conclusion of the Bisbee Pride event.
- d. Not cause or permit any City property to be injured, marred, or defaced in any manner. If any City property is damaged by an act, default or negligence of the Event Promoter, or Event Promoter's agents, employees, contractors, or any person admitted to the Bisbee Pride Festival event by the event Promoter, Event Promoter shall pay the City, within thirty (30) days invoice, the cost necessary to restore repair and/or replace the City property to its present condition.
- e. Pay the required fees for the special event permits and services provided by the City pursuant to the City's then current standard fee schedule and comply with all other provisions of this Agreement.
- f. Event Promoter shall work with the City to assist in the restoration and maintenance of the facilities used for the Bisbee Pride event.

3. Responsibility of City: The City shall:

- a. The City will provide Event Promoter with exclusive special event permitting for the third weekend of June during the Term of this Agreement for Bisbee Pride Festival event and such City property necessary for Bisbee Pride Festival event and will not grant additional special event permits that may interfere with the Bisbee Pride Festival , including no additional special events

during the three (3) day period of the Bisbee Pride Festival for the following City property locations:

- i. Grassy Park
  - ii. Naco Road
  - iii. Main Street
  - iv. Goar Park
  - v. City Park
  - vi. Various parking spaces adjacent to the designated Bisbee Pride Festival as necessary for unrestricted access to the Bisbee Pride venues. Event Promoter will take all necessary steps to limit the number of parking spaces reserved and necessary for Bisbee Pride event.
- b. Provide Event Promoter access to the various parks and event locations twenty-four (24) hours before Bisbee Pride to deliver and set up necessary equipment and signage for the day of the event.
  - c. Provide necessary police and fire department presence during Bisbee Pride event, including necessary traffic control, subject to the City's then current fee schedule for such services and subject to available resources at the time.
  - d. Provide event Promoter with necessary right-of-way use permits for Bisbee Pride venues throughout Old Bisbee during the days of the event.
4. Payment. Event Promoter shall pay the required fees for the special event permits and services provided by the City, which will be based on the then existing City fee schedule and necessary City services for Bisbee Pride Festival event. Such fees will be calculated each year based on the criteria for each annual event.
5. Term. This Agreement shall be for a term of five (5) years, terminating following Bisbee Pride event in June 2028 (the "Term"), or unless otherwise terminated as provided in this Agreement. Thereafter, this Agreement will be automatically renewed and extended for an additional three (3), two-year terms, unless written notice of non-renewal is provided by either Party sixty (60) calendar days prior to the then expiring Term.

6. Termination. This Agreement may be terminated at any time by either Party upon written notice given no later than one hundred eighty (180) prior to the Bisbee Pride event.
7. Default. If Event Promoter fails to fulfill Event Promoter's obligations under this Agreement properly and on time, or otherwise violates any provision of this Agreement, the City may terminate this Agreement by written notice to Event Promoter. The City's notice shall specify the acts or omissions relied upon as cause for termination.
8. Insurance: Not less than thirty (30) days Before the commencement of each annual Bisbee Pride Festival event, Event Promoter shall carry public liability and property damage insurance for a combined single limit of at least one million dollars (\$1,000,000.00 per occurrence), two million dollars (\$2,000,000.00) in the aggregate while the Agreement is in effect, and shall name and endorse the City as an additional insured and include an endorsed waiver of subrogation in favor of the City. The policy provided hereunder shall: 1) contain a provision whereby the insurance company agrees to give all named insureds thirty (30) days written notice before the insurance is cancelled or reduced; 2) be written on an occurrence basis; 3) provide, or be endorsed to provide, for primary coverage without right of contribution from any insurance of the City; and 4) be maintained with companies either rated no less than A- in the most recent edition of "Best's Insurance Guide" or otherwise reasonably acceptable to the City. If Event Promoter maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limit maintained. Failure to provide required coverage and failure to comply with the terms and conditions of this Agreement shall not waive the contractual obligations herein. The amount of insurance required in this Section does not operate to limit Event Promoter's liability in this Agreement or during any of the annual Bisbee Pride Festival events.
9. Workers Compensation. Event Promoter understands and agrees that Event Promoter's employees, agents, contractors, volunteers, and directors, are not serving as employees of the City in any manner and therefore are not entitled to any of the City's industrial benefit coverages, including Workers' Compensation coverages. Event Promoter acknowledges that any injury its employees/volunteers sustain in the performance of this Agreement will not be eligible for industrial benefits and any necessary treatment will be Event Promoter or Event Promoter's insurer's, sole responsibility.
10. Indemnification Obligations. Event Promoter shall indemnify defend, save and hold harmless the City and its officers, directors employees, and elected officials from and against all suits or claims that may be based upon any damage or injury or death, to any person or property that may occur, or that may be alleged to have occurred (collectively "Damages"), in the course of Bisbee Pride event, unless such Damages are the result of the

City and/or its officers and/or its employees' sole negligence or willful misconduct thereof. Event Promoter shall indemnify, defend, save, and hold harmless the City and its officers, directors, employees, and elected officials, from and against all suits or claims that may be based upon any liability of the City. Event Promoter shall, at the Event Promoter's own expense, pay all charges of attorneys, and all costs and other expenses arising therefrom or incurred in connection therewith, and if any judgment shall be rendered against the City and its officers, directors, employees, and elected officials in any such action, or actions ("Fees"), Event Promoter, at the Event Promoter's own expense, shall satisfy and discharge the same, unless such Fee is the result of the City and its officers, directors, employees, and elected officials sole negligence or willful misconduct.

The City shall not, under any circumstances, be required to indemnify or hold Event Promoter harmless for any claims, losses or liabilities of any kind, and any provision to this or any other contract purporting to impose such liability upon the City shall be null and void.

11. Successors and Assigns. This Agreement is not assignable unless both Parties mutually consent otherwise in writing and signed by both Parties and approved by the City Council. An assignment for purposes of this provision shall include any change in ownership, control, or management of the Event Promoter's corporation from what currently exists as of the Effective Date of this Agreement. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
12. Non-Waiver. The failure or delay of either Party to insist upon strict performances of any of the provisions of this Agreement or to exercise any of the rights or remedies provided by this Agreement, shall not release either Party from any of the responsibilities or obligations imposed by law or by this Agreement, and shall not be deemed a waiver of any right of either Party to insist upon strict performance of this Agreement
13. Severability. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
14. Conflict of Interest. The Agreement is subject to all provisions of A.R.S. § 38-511.
15. Compliance with non-Discrimination Laws. Event Promoter shall comply with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and State Executive Order No. 99-4 which mandates that all persons, regardless of race, color religion,

sex, age national origin or political affiliation, shall have equal access to employment opportunities. Event Promoter shall comply with the Rehabilitation Act of 1973, as amended which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap, and the Americans with Disabilities Act.

16. Jurisdiction Venue. Any action to enforce any provision of this Agreement or to obtain any remedy with respect this Agreement shall be brought exclusively in the Superior Court, Cochise County Arizona (or, as may be appropriate, in the Justice Courts of Cochise County Arizona, or in the United States District Court for the District of Arizona, if but only if the Superior Court lacks jurisdiction over such action). The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.
17. Entire Agreement and Amendments. This instrument contains the entire Agreement between the Parties hereto and supersede all prior and contemporaneous agreements, discussions and representations related thereto. No supplement, modification or amendment hereof shall be binding and effective unless in writing and signed by both Parties.
18. No Partnership. It is not intended by this Agreement to, and nothing contained in this Agreement shall create any partnership, joint venture, or other arrangement between the Parties.
19. No Third Parties. The terms of this Agreement are intended only to define the respective rights and obligations of the Parties hereto. Except as provided for herein, no term or provision of this Agreement is intended to, or shall be for the benefit of any person or entity not a Party hereto, and no such other person or entity shall have any right or cause of action hereunder, except for permitted successors in interest to the extent that they assume or succeed to the rights and/or obligations under this Agreement.
20. Notices. Unless otherwise provided in this Agreement all notices, demands, requests, consents, approvals, and other communications (collectively notices) required or permitted hereunder shall be in writing and delivered by registered or certified U.S. mail, postage prepaid, or personally delivered at the address shown below. Notices shall be deemed received at the time of actual receipt, which shall be evidenced by a copy of receipt (in the case of notices that are personally delivered), or as evidenced by the United States Postal

Service receipt; or ten (10) calendar days after mailing, whichever comes first, in the case of notices that are mailed:

City:

City of Bisbee  
Attn: City Manager  
76 Erie Street  
Bisbee, Arizona 85603

Event Promoter:

BISBEE PRIDE, INC.  
Attn: Ramon M. Garcia  
105 Park Ave.  
Bisbee, AZ 85603

21. Force Majeure. Neither Party shall be responsible for complying with any provision of this Agreement or amendment to this Agreement when prevented from complying with such provision due to an act of God or any other legitimate condition beyond the control of such Party. A Force majeure event shall include: Any act of terrorism, severe weather, natural disaster or the imminent threat of such natural disaster, pandemics or epidemics, industry-wide labor or equipment shortages, quarantines, civil disturbances, acts of the public enemy, wars blockades, public riots, labor unrest (e.g., strikes, lockouts, or other labor disturbances), acts of domestic or foreign governments or governmental restraint or other causes, whether of the kind enumerated or otherwise and whether foreseeable or unforeseeable, that are not reasonably within the control of a Party.
22. Compliance with Law. Event Promoter shall comply with all City rules and regulations and with all federal, state, and local laws, regulations, and ordinances applicable to Event Promoter's activities and obligations under this Agreement.
23. Attorney's Fees. In the event of litigation under this Agreement, the prevailing Party shall be entitled to recover its costs and fees, including reasonable attorney's fees as determined by the court in such action.
24. Authorized Signatory. Each Party warrants that the person signing this Agreement on behalf of the Party is authorized to execute and accept contracts of this nature.
25. E-Verify Requirements. To the extent applicable under A.R.S. § 41-4401, Event Promoter and its subcontractors warrant compliance with

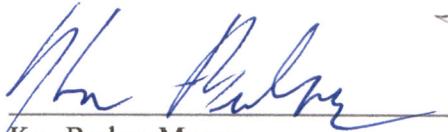
all federal immigration laws and regulations that relate to their employees and their compliance with the E-Verify requirements under A.R.S. § 23-214(A). Event Promoter or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

26. Boycott of Israel. To the extent A.R.S. § 35-393 through § 35-393.03 are applicable, the Parties hereby certify that they are not currently engaged in, and agree for the duration of this Agreement, to not engage in, a boycott of goods or services from Israel as that term is defined in A.R.S. § 35-393.
27. Provisions Required by Law. Each and every provision of law and any clause required by law to be in this Agreement will be read and enforced *as* though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party this Agreement will promptly be physically amended to make such insertion or correction.
28. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of any provision of this Agreement.
29. Counterparts and Signatures. This Agreement may be executed in any number of counterparts, and when each Party has executed a copy thereof, such copies, taken together, shall be deemed to be a full and complete original contract between the Parties. An electronic transmission or other facsimile of this Agreement shall be effective and binding upon the Parties as if such signatures were originals, and shall be admissible as evidence of the document and the signer's execution thereof; provided that such Party shall upon request of any other Party, immediately provide an original signature to such other Party.

IN WITNESS WHEREOF, the Parties have caused to be affixed the signatures of their respective authorized officials on the Effective Date written above.

**CITY OF BISBEE**, an Arizona  
municipal corporation

**BISBEE PRIDE, INC.** an Arizona  
corporation

  
Ken Budge, Mayor

  
Ramon M. Garcia, President & CEO

ATTEST:

APPROVED AS TO FORM:

  
Ashlee Coronado, City Clerk

  
Joseph D. Estes, City Attorney