

This Facilities Use License (“License” or “Agreement”) is made and entered into by the City of Scottsdale, an Arizona municipal corporation (“City”), which operates indoor and outdoor meeting/special event space at the Scottsdale Airport Aviation Business Center Building located at 15000 N. Airport Drive, Scottsdale, Arizona herein after referred to as the “Facilities” and the Facilities user (“Licensee”), identified in Section 1.0 and Exhibit “A”. From time to time in this Agreement the City and Licensee may each be referred to individually as a “Party” and collectively may be referred to as “Parties.”

In consideration of the mutual promises, covenants and undertakings contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1.0 LICENSEE INFORMATION.** The Licensee information contained in Exhibit A has been provided by Licensee and describes and identifies the Licensee and the Licensee’s Event including the purpose of the use. Exhibit A is fully incorporated into this Agreement as if fully repeated herein.

**2.0 SCOPE OF LICENSE.** The City grants Licensee the right to use the Facilities, which includes, but which is limited to the space and premises described in Exhibit A and subject to the terms and conditions contained in this License. The Facilities shall be used solely for the use described in Exhibit A (“the Event”) and no others and shall be subject to the limitations set forth herein.

**3.0 TERM OF USE.**

3.1. This License permits Licensee to use the Facilities specified and described in Exhibit A and limited to the times specified and described in Exhibit A. Licensee shall be considered as having moved-out of the Facilities after it has fully vacated the Facilities and completely removed all of its property and equipment.

3.2. Licensee agrees that should the Event not be completely moved out of the Facilities, including all property, equipment, and signage, by the time specified in Exhibit A, additional move-out fees shall apply.

3.3. Licensee understands that other scheduled events and business operations may be utilizing areas of the Facilities and the Scottsdale Aviation Business Center Building and premises during the Licensee’s Event, including during its move-in and move-out. Licensee agrees to avoid any undo interference with other Scottsdale Aviation Business Center uses and operations and specifically agrees to minimize any noise or disruption to other events or business operations.

3.4. Licensee agrees that if required, Certificate(s) of Insurance, as defined in Section 13 and Exhibit B, shall be submitted to City prior to moving into the Facilities.

3.5. Licensee agrees that it shall comply with the Americans with Disabilities Act of 1990 when determining set up of the Event providing reasonable accommodations to protect the rights of those with disabilities. Should fencing, vehicles, vendors, or some other barrier

negatively impact accessibility, the Licensee's Event shall offer reasonable alternatives and accommodations.

3.6. Licensee agrees that all live music, recorded music or amplified sound must be specifically approved in the Scope of the License (Please note that some live entertainment events may require an additional permit). All music or other amplified sound must comply with the City's zoning ordinance and noise ordinance and must be contained inside the Facilities' building. If in the Aviation Director or designee's discretion, the amplified noise is so loud that it is potentially disruptive to the Airport, its surrounding businesses or neighborhood, the City may require that the amplified noise be turned down or turned off.

3.7. Licensee agrees that they will not exceed or alter the existing electrical power available at the Facilities.

3.8. Licensee agrees that the Aviation Director or designee must first approve all on site signage and all signage shall be removed prior to the Event move-out.

3.9. Licensee agrees that it is the responsibility of Licensee to complete all clean-up during and after the Event. If clean-up is not completed to the satisfaction of the Aviation Director or designee, including the pick-up and removal of all trash and equipment, by midnight on the last day of the Event move-out, Aviation staff will complete the clean-up, and the Licensee will be billed at current posted hourly staff rates for their time.

3.10. Any adjustment to the Facilities Use Fees as indicated in this Agreement shall be made on final billing.

#### **4.0 FACILITIES USE FEES; PAYMENT.**

4.1. Licensee shall pay to City the amount set forth in Exhibit A for the use of the Facilities ("Facilities Use Fees").

4.2. All Facilities Use Fees shall be paid by Licensee to the Aviation Department, 15000 N. Airport Drive, Suite 100, Scottsdale, Arizona 85260.

(a) Upon execution of this Agreement, Licensee shall be billed by City of Scottsdale a non-refundable deposit in the amount of \_\_\_\_\_ dollars ("Facilities Deposit"), which constitutes 100 percent (100%) of the estimated base Use Fees plus taxes.

4.3. At the conclusion of Licensee's use, any unpaid charges, fees and assessments for the use of the Facilities shall be paid in full not later than thirty (30) days following the date of the final invoice. Interest in the amount of two percent (2%) per month on any portion thereof shall be assessed on all amounts delinquent until paid in full. A charge of twenty-five dollars (\$25.00) shall be assessed on all returned checks.

4.4. Neither weather nor default by Licensee shall relieve Licensee of Use Fees as defined under this Agreement. Should Licensee cancel Event, or any portion of Event, less than 180 days prior to contracted move-in date, and City is unable to contract with alternate user(s), Licensee shall pay any and all Facilities Use Fees as defined herein as well as any reimbursable expenses incurred by City.

**5.0 LOSS OR DAMAGE FEES.** City reserves the right to charge fees for lost or damaged items or property.

**6.0 USE RESTRICTIONS.** Licensee's use and occupation of the Facilities shall in all

respects conform to all and each of the following cumulative provisions:

6.1. Permitted Event. Licensee shall use the Facilities solely for the Permitted Event set forth in Section 2.0. and Exhibit A. No other activity shall be conducted at or from the Facilities by the Licensee.

6.2. Compliance with Laws. Licensee shall comply with all laws of the United States, the State of Arizona, all ordinances of the City of Scottsdale, Maricopa County, or any other political jurisdiction, and all applicable federal, state, city and Maricopa County rules and regulations. Licensee shall not do nor permit anything to be done at or adjacent to the Facilities and its larger premises in violation of any such laws, ordinances, rules or regulations.

6.3. Rules and Regulations. Licensee agrees to abide by the Airport's Rules and Regulations. Licensee and Licensee's agents shall also strictly observe all reasonable rules and regulations now or hereafter adopted by City for the use, regulation, care, protection, cleanliness and operation of the Facilities and other City property.

## **7.0 ACCEPTANCE OF FACILITIES.**

7.1. Signature and Deposit Requirements. This Agreement shall have no force nor effect whatsoever until it is signed and returned by Licensee with the Facilities Deposit and is thereafter executed by City.

7.2. Inspection of Facilities. It is the responsibility of Licensee to inspect the Facilities and ensure they meet all the safety guidelines for the Event. Prior to the move-in date, Licensee or Licensee's designated representative and a City representative shall walk through the Facilities to record the state of the Facilities and to make a written record of any visible damages. At conclusion of move-out, the Aviation staff and Licensee shall complete second walk-through. At this time, any damages caused during the Licensee's occupancy, if any, shall be identified and the amount necessary to restore the Facilities to their condition prior to the Licensee's use and occupancy shall be determined within a reasonable time thereafter.

7.3. Acceptance by Licensee. By executing this Agreement, Licensee accepts on an as-is basis, the condition of all parking lots on and adjacent to the Scottsdale Aviation Business Center Building and the Facilities. Any deviation made by Licensee of existing materials will be at the sole cost and expense of Licensee.

7.4. Other Events. Licensee acknowledges and understands that other events may be taking place in adjacent and shared areas during the course of its use of the Facilities. In addition, other events may be scheduled by the City immediately before and immediately after the Licensee's Event.

## **8.0 USE AND MAINTENANCE.**

8.1. Facilities Maintenance. Licensee agrees to maintain the Facilities and any other City property to which it, its employees, agents, licensees or any member of the public has access to by reason of this Agreement in good condition. Reasonable wear and tear, act of God, or casualties beyond the control of Licensee are excepted. Licensee agrees to pay the costs of repair or replacement for any and all damages caused by Licensee's use of the Facilities that occurred during the term of this Agreement in order to restore the Facilities and any other City property affected by the Event to a condition equal to that before use of the same was permitted hereunder.

8.2. Licensee's Agent. Licensee designates \_\_\_\_\_ (Licensee's Agent)

as the individual to act as its representative during the Event. This is the only person whose authority will be recognized for the operation and administration of the Event. Licensee's Agent shall at all times during the Event be on call and available to City to supervise all activities for the Event. The Licensee's Agent shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and the day-to-day operation of the Event and all activities under this Agreement. Licensee's Agent may authorize, in writing, another Event representative to act in his or her place.

8.3. Public Access. No portions of the sidewalks, entries, passage vestibules, halls, or ways of access to public utilities for the Facilities or its surrounding premises shall be obstructed or caused to be obstructed by Licensee, nor shall same be caused or permitted to be used for any purpose other than ingress and egress to and from the Facilities. The doors, skylights, stairways, openings that reflect or admit light into any portion of the building, hallways, corridors, passageways, radiators and hour-lighting attachments, shall in no way be obstructed by Licensee. The water closets and water apparatus shall not be used for any purpose other than for which they were constructed, and no sweepings, rubbish, rags, papers or other substances shall be placed therein. Any damage resulting from any misuse of any portion of the Facilities or any City equipment or property within, on or adjacent to the Facilities shall be paid for by Licensee.

8.4. Defacing of Facilities. Licensee shall not do, nor permit to be done upon the Facilities or surrounding City property, anything that will tend to injure, mar, or in any manner deface the Facilities or any City equipment or property within, on or adjacent to the Facilities and will not drive or install, or permit to be driven or installed, any nails, hooks, staples, tacks, or screws into any part of the Facilities or adjacent City property and will not make or allow to be made any alterations of any kind to said buildings or to any equipment or property therein.

8.5. Licensee's Property. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Facilities or City, either prior to, during, or after using the Facilities by Licensee and its agents or employees, neither the City nor its agents or principals shall be liable for any cost, loss, damage or injury to such property. The removal of move-in/move-out packing materials is the sole responsibility of Licensee. If work materials are not removed by Licensee, then the cost of removal shall be added to the clean-up cost and charged to Licensee.

## **9.0 LICENSES AND PERMITS.**

9.1. Required Permits and Licenses. Licensee shall obtain all permits and/or licenses required by the laws, ordinances and rules or regulations, to engage in the Event or any Event related activities.

## **10.0 CITY'S RIGHTS.**

10.1. Right to Refuse Admission. City reserves the right to refuse admission, to effect or cause to be ejected from the Facilities any person or persons displaying inappropriate behavior, drunkenness, deliberate disregard for the Facilities' Rules and Regulations, creating excessive noise or disturbance or engaging in any activity that creates or results in a potential threat to public health or safety.

10.2. City Staff Access to the Facilities. Licensee shall admit authorized City staff members to the Facilities and/or the Event upon the presentation of City staff identification cards.

## **11.0 TRAFFIC, PARKING AND SECURITY CONTROLS.**

11.1. City has Control of the Facilities. The City shall at all times exercise control over the Scottsdale Aviation Business Center Building and surrounding City property, including the Facilities, and shall maintain possession and control of keys to the Facilities. The City shall have the right to enter any of the Facilities at all times during the period covered by this Agreement. The entrances and exits of City Property shall be locked and unlocked at such times as may be required. Licensee shall be solely responsible, at its own expense, to maintain sufficient watchmen and security at all entrances and exits when unlocked.

11.2. Provision of Security. Licensee shall provide security and surveillance to adequately ensure the reasonable safety of the general public. Event security and crowd control shall be commensurate with current public assembly standards and shall be based on the projected total attendance for the Event.

11.3. Qualified Personnel & Responsibility for Costs. Licensee is responsible for all costs associated with all on-site and off-site traffic control, which includes parking, and shall coordinate with City of Scottsdale and seek prior approval for all ushering, watchmen, and security needed for its traffic control. This includes any special requirements to separate the general public from areas to which Licensee desires to restrict access; to enforce all parking rules and regulations and to the extent necessary to ensure the security, safety and well-being of all patrons, exhibitors, and Facilities.

All of the above services must be performed by qualified personnel of a licensed, bonded company with current active Liability and Worker's Compensation Insurance. City shall provide Licensee with an approved list from which the above contractors may be selected. Should City determine the need for additional personnel due to Licensee not meeting its obligations for the above services, City shall first notify Licensee's agent to provide Licensee the opportunity to address and correct the situation prior to the City taking action. In all matters pertaining to public health and safety, City staff, including Aviation staff, uniformed police and fire department personnel, shall have final authority.

11.4. Restricted Access. City reserves the right, at its sole discretion, to designate off limit areas. City will work with Licensee during the development of a site plan for determination of those areas.

## **12.0 FOOD AND ALCOHOL.**

Licensee understands and acknowledges there is a restaurant concessionaire ("Concessionaire") at the Aviation Business Center that holds a State of Arizona Series #12 (Restaurant) Liquor License. The Concessionaire shall have the right to sell, dispense, purchase or handle alcoholic beverages at the Aviation Business Center subject to the limitations set forth in its agreement with the City. If the Licensee desires to hire the Concessionaire to cater its event, no additional City approval is required. If the licensee desires to use another properly licensed caterer to cater its Event, the desired caterer/concessionaire must first be approved by the City. Licensee further agrees not to allow anyone associated with the Event to take out or bring into the Event any other alcoholic beverages. Any individual violating these rules may be ejected from the property.

## **13.0 INDEMNIFICATION.**

13.1. To the fullest extent permitted by law, Licensee, its successors, assigns and guarantors, shall defend, indemnify, and hold harmless City, their agents, representatives, officers, directors, officials and employees from and against all allegations, demands,

proceedings, suits, actions, claims, damages, losses, expenses, including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or in part by Licensee relating to the subject Event, work, or services in the performance of this Agreement, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Licensee's and Subcontractor's employees. Insurance provisions set forth in this Agreement are separate and independent from the indemnity provisions of this paragraph and shall not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph shall not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

13.2. Insurance Requirements. Insurance requirements set forth on Exhibit B are required and incorporated herein as if fully set forth in the body of this Agreement.

#### **14.0 FACILITIES CHANGE, DEFAULT, DISRUPTION & CANCELLATION.**

14.1. Relocation and/or Cancellation of Events by City. Should any portion of the Facilities be unavailable or unsafe for use, City reserves the right to reschedule the Event to a mutually acceptable future date at no additional cost to Licensee. Should no alternate date be acceptable to Licensee, the Event shall be canceled at the option of the City and all deposits returned to Licensee. Determination of whether or not the Facilities are safe for use is totally at the discretion of the City, and Licensee agrees to abide by the City's decision. The City may, in its sole and absolute discretion, terminate this Agreement, and the License granted under it, at any time with, or without, cause, upon ninety (90) days written notice.

14.2. Noise. Licensee acknowledges that aircraft noise, construction activities and/or related work may occur during the Event and may affect use of the Facilities and the Event.

14.3. Licensee's Failure to Perform. City may terminate this Agreement and be relieved of any further performance if Licensee fails to perform any covenant herein contained at the time and in the manner provided in this Agreement.

14.4. Licensee's Cancellation. Cancellation by Licensee due to weather, or cancellation caused by default of Licensee, shall not relieve the Licensee of the obligations to perform the terms of this Agreement.

14.5. Termination of Agreement. In the unlikely event the Facilities shall be destroyed or damaged by fire, flood, or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of this Agreement by City impracticable, including, but without limitation thereto, the requisitioning of the Facilities by any arm or instrumentality of the United States, state or municipal governments, or by reason of labor disputes, then and thereupon this Agreement shall terminate and Licensee shall pay prorated rental for the Facilities based upon actual time of occupancy until termination, at the rate herein specified. Licensee hereby waives any claim against City or its principles for damages or compensation should this Agreement be terminated.

#### **15.0 MISCELLANEOUS.**

15.1. Notices. Notices hereunder shall be given in writing personally served upon the other Party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

If to City:       Scottsdale Airport  
                    15000 N. Airport Drive, Suite 100  
                    Scottsdale, AZ 85260  
                    Attn: Aviation Director

If to Licensee: Licensee at the mailing address shown in Section 1.0

ATTN: \_\_\_\_\_  
\_\_\_\_\_

or to such other street address within Maricopa County, Arizona as may be designated by the respective Parties in writing from time to time. In the event of any service by mail, notice shall be deemed to be complete forty-eight (48) hours after the notice is deposited in the United States mail.

15.2. No Agency. The Parties hereto agree that Licensee, and any agents and employees of Licensee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of City.

15.3. Assignment. Neither this Agreement nor any of the rights of Licensee hereunder may be assigned, transferred or sublet without written consent of City.

15.4. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their legal representatives, successors and assigns.

15.5. Time of Essence. Time is of the essence of each and every provision of this License.

15.6. Invalid Provisions. In the event any term, condition, covenant, stipulation, or provision herein contained is held to be invalid or unenforceable for any reason, the invalidity of any such term, condition, covenant, stipulation, or provision shall in no way affect any other term, condition, covenant, stipulation, or provision herein contained.

15.7. Waiver. Waiver by a Party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed to be a waiver of such term, covenant, or condition or of any subsequent breach of the same or of any other term, covenant or condition contained in this Agreement. A Party's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of that Party's consent to, or approval of, any subsequent act by the other Party.

15.8. Exhibits. All the exhibits referred to in this Agreement are hereby incorporated into it, as is fully set forth.

15.9. Paragraph Headings. The paragraph headings contained herein are for convenience in reference only and not intended to define or limit the scope of any provision of this License.

15.10. Attorneys' Fees. In the event any action or suit or proceeding is brought by City to collect the Facilities Use Fees due or to become due hereunder or any portion hereof or to take possession of the Facilities or to enforce compliance with this License or for Licensee's failure to observe any of the covenants of this License or to vindicate or exercise any of City's rights or remedies hereunder, Licensee agrees to pay all costs of such action or suit and all expenses of such action or suit together with such sum as the court may adjudge reasonable as attorneys'

fees to be allowed in said suit, action or proceeding.

15.11. Contract Administrator. The contract administrator ("Contract Administrator") for the City shall be the Aviation Director, or his/her designee.

15.12. No Third Party Beneficiaries. No person or entity shall be a third party beneficiary to this License.

15.13. Further Assurances. Licensee agrees to do such further acts and things and to execute and deliver such additional licenses and instruments as City may reasonably require to consummate, evidence, confirm or carry out the License contained herein.

15.14. Survival of Liability. All obligations of Licensee hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Licensee for any reason.

15.15. Choice of Law. This License shall be governed by the laws of the State of Arizona. Proper venue for any action regarding this License shall be Maricopa County.

15.16. Approvals and Inspections. All approvals, reviews and inspections by City under this License, or otherwise, are for City's sole benefit and not for Licensee's benefit.

15.17. Statutory Cancellation Right. In addition to its other rights hereunder, City shall have the rights specified in A.R.S. Sec. 38-511.

**16.0 ENTIRE AGREEMENT.** This Agreement and Exhibits "A" through "B", attached hereto, contain the entire agreement between the Parties. This Agreement supersedes and cancels or includes all prior negotiations, representations, arrangements, brochures, plans, promotional materials, understandings and agreements made or displayed to Licensee with respect to the Facilities. Any amendment to this Agreement shall be in writing and signed by Licensee and City. ***Note: This agreement is not effective until signed below by Licensee and City Management.***

\_\_\_\_\_, Licensee

CITY OF SCOTTSDALE,  
an Arizona municipal corporation,

By: \_\_\_\_\_

\_\_\_\_\_  
Gary P. Mascaro  
City of Scottsdale Aviation Director

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**Aviation Business Center**  
Exhibit A - Facility Use Request

EVENT DATE: \_\_\_\_\_

**LICENSEE:**

Licensee Name: \_\_\_\_\_

Representing: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Purpose of Use: \_\_\_\_\_

Event Date: \_\_\_\_\_

Expected # of Attendees: \_\_\_\_\_

Move-In Time: \_\_\_\_\_ am/pm

Move-Out Time: \_\_\_\_\_ am/pm

Event Start: \_\_\_\_\_ am/pm

Event End: \_\_\_\_\_ am/pm

Rental Period: \_\_\_\_\_ hours @ \$ \_\_\_\_\_ / hour = TOTAL FEE \$ \_\_\_\_\_

**AVIATION BUSINESS CENTER – FACILITY RENTAL RATES**

Facility	Square Footage	Weekday Hourly Rate	After Hours/Weekend Hourly Rate
		Sun-Fri 7:00 am – 5:00 pm	Sun-Fri after 5:00 pm; Saturdays
<b>Room 1 -The Stearman</b>	1343 Total: <b>1343 SF</b>	\$110.00	\$160.00
<b>Room 2 + Patio -The Thunderbird</b>	1895   932 Total: <b>2827 SF</b>	\$220.00	\$300.00
<b>Room 1, 2 + Patio-Stearman/Thunderbird Combined</b>	1343   1895   932 Total: <b>4170 SF</b>	\$325.00	\$450.00
<b>Meeting Room Lobby Area</b>	770 Total: <b>770 SF</b>	\$83.00	\$83.00
<b>Airport Property Special Event Fee</b>	As determined per event	\$.60 / SF per day	

**Private Citizen – Invitation Only Private Events With / Without Liquor**  
(Weddings, Anniversaries, Retirement, Birthday Celebrations)

**1.0 INSURANCE REPRESENTATIONS AND REQUIREMENTS.**

- 1.1 General. Licensee agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Agreement at City's option.
- 1.2 No representation of coverage adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Licensee. The City reserves the right to review all the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor be construed or considered a waiver of, its obligation to maintain the required insurance always during the performance of this Agreement.
- 1.3 Coverage term. All insurance required by this Agreement shall be maintained in full force and effect until all work or Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- 1.4 Policy deductibles and or self-insured retentions. The policy requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Licensee shall be solely responsible for any such deductible or self-insured retention amount. The City, at its option, may require Licensee to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 1.5 Use of subcontractors. **If any work under this Agreement is subcontracted in any way, Licensee shall execute a written agreement with its subcontractors requiring they provide commercial general liability, auto liability, workers compensation and liquor liability as outlined below. The contract between the licensee and the subcontractor must contain the subcontractors assumption of the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting the City and Licensee.** Licensee is responsible for executing the agreements with its subcontractors and obtaining Certificates of Insurance verifying the insurance requirements.
- 1.6 Subcontractors for alcohol. If an event involves the serving of alcoholic beverages, the liquor liability insurance requirement of the Licensee may be satisfied by providing the Licensor a copy of a written agreement between the licensee and its liquor subcontractor. The agreement needs to state that the subcontractor will assume the liability of the Licensee as relates to the serving of alcohol. It shall also document that the subcontractor will indemnify, defend, and hold harmless the Licensee and Licensor. That contract must also include insurance provisions for the Licensor to be an additional insured on the liquor liability insurance of the subcontractor.

## **2.0 EVIDENCE OF INSURANCE.**

- 2.1 Prior to using the Facility, Licensee shall furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Licensee's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Agreement and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City shall reasonably rely upon the Certificate of Insurance as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificates shall identify the title of this Agreement, the date of this Agreement and the Parties' names, and shall be sent to the designated City Contract Administrator. Certificates of Insurance submitted without referencing the title of this Agreement will be subject to rejection and may be returned or discarded. If any of the above-cited policies expire during the life of this Agreement, it is Licensee's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.
- 2.2 Certificates shall contain the specific provisions to evidence the insurance includes these endorsements:
- 2.2.1 City of Scottsdale, its agents, representatives, officers, directors, officials and employees are endorsed onto the insurance as an Additional Insured under the following policies:
- a. Commercial General Liability.
  - b. Auto Liability.
  - c. Excess Liability - Follow Form to underlying insurance as required.
  - d. Liquor Liability.
  - e. Personal Homeowners Liability Insurance.
- 2.2.2 Licensee's insurance and that of any Licensee subcontractor shall be primary insurance as respects performance of subject Agreement. Any insurance or self-insurance the Licensor maintains shall be excess, non-contributing coverage.
- 2.2.3 All policies required under this section shall waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Licensee or their subcontractors.
- 2.2.4 If Licensee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Licensee's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

## **3.0 REQUIRED COVERAGE LIMITS.**

- 3.1 Commercial General Liability. Licensee shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, bodily injury, property damage, and contractual liability. For any Services that involve children or at-risk individuals, the commercial general liability must include coverage for sexual abuse and molestation. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 3.2 Personal Homeowners Liability Insurance. If the event is a private citizen celebration of an invitation only birthday, retirement, wedding or anniversary or similar celebration the Licensee may substitute their personal liability policy for the commercial liability insurance requirement. The amount of insurance is to be a minimum of \$100,000 per occurrence with a \$5,000 medical payments provision. Higher limits may be required depending upon the details of the event. The personal liability policy must contain the same endorsements for additional insured, primary insured, and waiver of subrogation as noted above.

- 3.3 Liquor Liability Insurance. If the event includes the giving, sale or service of alcohol, Licensee shall maintain Liquor Liability insurance in an amount not less than \$2,000,000 per occurrence.
- 3.4 Worker's compensation insurance. If Licensee has employees, Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's employees engaged in the performance of work or Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- 3.5 Other Insurance. Any other insurance Lessor may reasonably require for the protection of Lessor and Lessor's employees, officials, representatives, officers, directors, and agents (collectively "Additional Insureds"), the Premises, surrounding property, Lessee, or the activities carried on or about the Premises. Likewise, Lessor may elect by notice to Lessee to reduce or increase the amount of any insurance to account for inflation, changes in risk, or any other factor that Lessor reasonably determines to affect the prudent amount of insurance to be provided. Any modification or variation from these insurance requirements must be made by the Lessor's Risk Manager, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

### Commercial Events With / Without Liquor

(Includes Political Groups or Action Committees, Non-Profit Organizations and Educational Groups)

#### 1.0 INSURANCE REPRESENTATIONS AND REQUIREMENTS.

- 1.1 General. Licensee agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of Licensee, Licensee shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies duly licensed by the State of Arizona (admitted insurer) with an AM Best, Inc. rating of B ++ 6 or above or an equivalent qualified unlicensed insurer by the State of Arizona (non-admitted insurer) with policies and forms satisfactory to City. Failure to maintain insurance as specified may result in termination of this Agreement at City's option.
- 1.2 No representation of coverage adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect Licensee. The City reserves the right to review all the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements stated in this Agreement or failure to identify any insurance deficiency will not relieve Licensee from, nor be construed or considered a waiver of, its obligation to maintain the required insurance always during the performance of this Agreement.
- 1.3 Coverage term. All insurance required by this Agreement shall be maintained in full force and effect until all work or Services required to be performed under the terms of this Agreement is satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- 1.4 Claims made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three (3) years past completion and acceptance of the work or Services as evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the three year period.
- 1.5 Policy deductibles and or self-insured retentions. The policy requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Licensee shall be solely responsible for any such deductible or self-insured retention amount. The City, at its option, may require Licensee to secure payment of such deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.
- 1.6 Use of subcontractors. If any work under this Agreement is subcontracted in any way, Licensee shall execute a written agreement with its subcontractors containing the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting the City and Licensee. Licensee is responsible for executing the agreements with its subcontractors and obtaining Certificates of Insurance verifying the insurance requirements.
- 1.7 Subcontractors for alcohol. If an event involves the serving of alcoholic beverages, the liquor liability insurance requirement of the Licensee may be satisfied by providing the Licensor a copy of a written agreement between the licensee and its liquor subcontractor. The agreement needs to state that the subcontractor will assume the liability of the Licensee as relates to the serving of alcohol. It shall also document that the subcontractor will indemnify, defend, and hold harmless the Licensee and Licensor. That contract must also include insurance provisions for the Licensor to be an additional insured on the liquor liability insurance of the subcontractor.

## 2.0 EVIDENCE OF INSURANCE.

- 2.1 Prior to using the Facility, Licensee shall furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by Licensee's insurer(s) as evidence that policies are placed with acceptable insurers as specified in this Agreement and provide the required coverage, conditions, and limits of coverage and that such coverage and provisions are in full force and effect. If a Certificate of Insurance is submitted as verification of coverage, the City shall reasonably rely upon the Certificate of Insurance as evidence of coverage, but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. Such Certificates shall identify the title of this Agreement, the date of this Agreement and the Parties' names, and shall be sent to the designated City Contract Administrator. Certificates of Insurance submitted without referencing the title of this Agreement will be subject to rejection and may be returned or discarded. If any of the above-cited policies expire during the life of this Agreement, it is Licensee's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.
- 2.2 Certificates shall contain the specific provisions to evidence the insurance includes these endorsements:
- 2.2.1 City of Scottsdale, its agents, representatives, officers, directors, officials and employees are endorsed onto the insurance as an Additional Insured under the following policies:
- a. Commercial General Liability.
  - b. Auto Liability.
  - c. Excess Liability - Follow Form to underlying insurance as required.
  - d. Liquor Liability.
- 2.2.2 Licensee's insurance and that of any Licensee subcontractor shall be primary insurance as respects performance of subject Agreement. Any insurance or self-insurance the Licensor maintains shall be excess, non-contributing coverage.
- 2.2.3 All policies required under this section shall waive rights of recovery (subrogation) against City of Scottsdale, its agents, representatives, officers, directors, officials and employees for any claims arising out of work or services performed by Licensee or their subcontractors.
- 2.2.4 If Licensee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be Licensee's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

## 3.0 REQUIRED COVERAGE LIMITS.

- 3.1 Commercial general liability. Licensee shall maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products and Completed Operations Annual Aggregate, and a \$2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, bodily injury, property damage, and contractual liability. For any Services that involve children or at-risk individuals, the commercial general liability must include coverage for sexual abuse and molestation. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 3.2 Professional liability. If Licensee or any of Licensee's employees or subcontractors are licensed professionals, Licensee shall maintain Professional Liability insurance covering errors and omissions arising out of the work or Services performed by Licensee, or anyone employed by Licensee, or anyone for whose acts, mistakes, errors and omissions Licensee is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims. In the event the Professional Liability insurance policy is written on a "claims made" basis, coverage shall extend for three (3) years past completion and

acceptance of the work or Services, and Licensee shall be required to submit Certificates of Insurance evidencing proper coverage is in effect as required above.

- 3.3 Automobile liability. If vehicles are used by Licensee to perform any Services related to this event, Licensee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on Licensee's owned, hired, and non-owned vehicles assigned to or used in the performance of the Services. If vehicles are not used by Licensee to perform the Services, this requirement for Automobile Liability may be waived. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- 3.4 Liquor Liability Insurance. If the event includes the giving, sale or service of alcohol, Licensee shall maintain Liquor Liability insurance in an amount not less than \$2,000,000 per occurrence.
- 3.5 Worker's compensation insurance. If Licensee has employees, Licensee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Licensee's employees engaged in the performance of work or Services under this Agreement and shall also maintain Employers Liability Insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee and \$500,000 disease policy limit.
- 3.6 Other Insurance. Any other insurance Lessor may reasonably require for the protection of Lessor and Lessor's employees, officials, representatives, officers, directors, and agents (collectively "Additional Insureds"), the Premises, surrounding property, Lessee, or the activities carried on or about the Premises. Likewise, Lessor may elect by notice to Lessee to reduce or increase the amount of any insurance to account for inflation, changes in risk, or any other factor that Lessor reasonably determines to affect the prudent amount of insurance to be provided. Any modification or variation from these insurance requirements must be made by the Lessor's Risk Manager, whose decision is final. Such action will not require a formal Contract amendment, but may be made by administrative action.

## Facility Use General Information

### Facility Scheduling:

Scheduling is on a first come, first serve basis. Permission to use the Scottsdale Airport Aviation Business Center does not imply endorsement of the organization or approval of the program contents by the City of Scottsdale. Neither the name or address of the Scottsdale Airport may be used as an official address or headquarters of any organization. All facility use must have an applicant present (at least 18 years or older) who is responsible for the participants attending.

### Facility Set-Up:

Facility set-up is the responsibility of the Licensee. Fees for the meeting rooms includes the use of projector/drop-down screen, reception lobby/lounge area, and use of meeting room tables/chairs. The Scottsdale Airport will not provide additional A/V equipment. Licensee may bring their own A/V equipment or order from an outside vendor, however the Scottsdale Airport offers no guarantee on compatibility of outside equipment. If additional A/V equipment is required, Licensee is responsible for arranging rental of equipment, set-up and dismantling.

The Scottsdale Airport wants to make every event here a special and welcome experience, and every effort will be made to allow renter to prepare decorations reflecting their creative requirements. No nails, screws, staples or penetrating items are to be used on our walls or floors. Only low tack tape is allowed on our floors and wall. Any damage will be charged after the event.

### Facility Clean-Up:

Licensee is responsible for the cleanliness of meeting facility upon conclusion of event:

- All used paper, plastic ware, bottles and cans must be placed in trash receptacles
- Leftover food must be placed in trash receptacles and/or taken away
- Decorations installed by the Licensee must be removed

### Food and Beverages:

Licensee may coordinate food and beverages from our on-site restaurant, Volanti Restaurant and Lounge, LLC or may bring in food. Please note there is no food storage or kitchen prep room on-site should you bring in food from the outside. The arrangements for food delivery are solely the responsibility of the applicant.

By signing below, I acknowledge I have read and fully understand the terms and conditions thereof:

\_\_\_\_\_  
LICENSEE or Legally Authorized Representative

**Airport Approval:** \_\_\_\_\_ **Date:** \_\_\_\_\_