

Permit Contract

Coconino County Parks and Recreation
2446 Fort Tuthill Loop
Flagstaff, AZ 86005
Phone: (928) 679-8000
FAX: (928) 774-2572
Email: parksrec@coconino.az.gov

Permit #7578, Approved

Jul 25, 2022 8:44 AM



Paul Kent
23 E 15th St
Tempe, AZ 85281
Email: paul_a_kent@yahoo.com

Customer Type: Private Individual
Prepared By: Randy Clark

Customer ID: 19
Work: (480) 213-7231 Home: (480) 921-1733

Summary table with columns: Charges, Taxes, Discounts, Total Charges, Deposits, Deposit Taxes, Total Payments, Refunds, Balance. All values are \$0.

RESERVATIONS

Table with columns: Event, Resource, Center, Notes. Includes event details for Flag X Orienteering and a summary of dates and time.

CHARGES

Table with columns: Description, Event / Resource, Unit Fee, Units, Tax, Charge. Shows a charge of \$0 for Facility Daily Rental Fee.

WAIVERS

Special Event Contract

Due Date: Jul 29, 2022

Coconino County Use Permit

The following is a Special Event Contract (hereinafter "Use Permit") between COCONINO COUNTY, a political subdivision of the State of Arizona, of 219 East Cherry Avenue, Flagstaff, Arizona 86001, (hereinafter the "County"), and

(hereinafter the "Event Producer").

USE AREA

Subject to the terms hereof, County hereby grants Event Producer the use of facilities owned and managed by Coconino County Parks and Recreation, shown in the sections titled RESERVATIONS, hereinafter referred to as the "Use Area." This Use Permit is not assignable, and no portion of the Use Area shall be sublet, unless approved

herein, provided however, that the Event Producer may charge admission to the event that is being conducted and charge exhibitors for exhibit space. Event Producer may use the Use Area for the purpose of the event described in the submitted Event Application and for no other, and which herein is referred to as "Special Event".

USE PERIOD

The "Use Period" of this Use Permit is listed under the sections titled RESERVATIONS and includes Move-In Days, Event Days, and Move-Out Days. See Special Event Rules and Procedures for definitions. A Use Period may be altered if received in writing and so long as it does not impact other operations of the facility, such as partner operations, other rentals, maintenance, etc. Additional charges may apply.

PAYMENTS

Payment of all fees and applicable deposits is due no later than 90 days prior to the first day in the Use Period or upon receipt of this Use Permit if the event is to occur within 90 days.

POST-EVENT BILLING

Post-event billing information, including registration, entry, admission, alcohol sales, etc. is due no later than 14 days after the Event Use Period.

Payment of the Facility Fee, required for any event charging admission, entry, or registration fees, is due within 30 days after receipt of invoice. Event Producer must include a report showing the number of paid participants.

Parties agree that County has the right to audit financial and participant records of this event and Event Producer agrees to provide County with these records (separate from business accounting records not related to this event), as requested. Financial and participant records must be suitable to County at its sole discretion.

If alcohol sales are involved during any portion of the Special Event, the Event Producer shall pay CCPR 30% of gross alcohol sales within 30 days of last day of Use Period, charged as part of the post-event billing.

If Event Producer returns facilities unclean or damaged and/or fails to remit payment to County for post-event billing charges within stated 30 days, Event Producer will be categorized as "probationary" or "poor standing" for next event or year, therefore being assessed a higher deposit, losing its priority reservation status, and potentially putting future rental eligibility at risk.

ALCOHOLIC BEVERAGES

The sale of alcoholic beverages or distribution of alcoholic beverages with a paid entry shall be permitted only with the approval of CCPR and after applicable liquor licenses are procured and security requirements are met.

Events selling alcoholic beverages are required to pay a percentage of gross revenue to CCPR pursuant to the Fee Schedule.

Event Producers who choose to offer alcoholic beverages to the general public at their event shall:

Obtain a Series 15 Special Event License from the Arizona Department of Liquor Licenses and Control – due 30 days prior to first day of event.

Provide at least \$1,000,000 liquor liability insurance, naming Coconino County as additional insured.

Abide by safety and security guidelines.

Comply with all Coconino County Health & Human Services guidelines and permit requirements.

Submit an accurate and detailed alcohol sales report to CCPR within 14 days of the completion of the event.

Submit payment to CCPR within 30 days of invoice.

Event Producers who choose to offer alcoholic beverages at their event shall contact the Coconino County Sheriff's Office and Arizona Department of Liquor Licenses and Control at least two (2) months prior to event to discuss Event Site Plans and safety precautions.

Private events offering alcoholic beverages to their guests are not required to obtain a Special Event Liquor License.

INSURANCE

A certificate of insurance is required from Event Producer for commercial general liability and liquor liability (if applicable). Certificates must evidence that the required insurance will be in effect for the duration of the Use Period.

The limits below are the minimum coverage requirements and may be amended to higher limits by the Coconino County Risk Manager. In no event will the total coverage be less than the minimum insurance coverage specified below:

Commercial General Liability occurrence version in an amount not less than One Million Dollars (\$1,000,000) per occurrence/Two Million Dollars (\$2,000,000) aggregate. The policy shall include coverage for bodily injury, property damage, personal injury, and products and completed operations and shall include the following:

General Aggregate - \$2,000,000
Products/Completed Operations Aggregate - \$2,000,000
Personal and Advertising Injury - \$1,000,000
Fire Legal Liability - \$50,000
Each Occurrence - \$1,000,000

Automobile Liability in an amount not less than One Million Dollars (\$1,000,000) combined single limit (CSL) per occurrence to include either "any auto" or "scheduled, owned, hired, and or non-owned vehicles. Such insurance shall include coverage for loading and unloading hazards.

A Certificate of Insurance for workers' compensation coverage or Sole Proprietor Waiver if the Event Producer has no employees. If a Certificate of Insurance is provided, the insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees, and volunteers for losses arising from work performed by the Event Producer for the County.

Professional Liability (if applicable) in an amount not less than One Million Dollars (\$1,000,000) per occurrence/One Million Dollars (\$2,000,000) aggregate with a retroactive liability date (if applicable to claims made coverage) the same as the effective date of the Use Permit or earlier. The policy shall contain an Extended Claim Reporting Provision of not less than two years following termination of the policy.

The Event Producer will name the County, its agents, officials and employees, and volunteers as additional insureds for general liability including premises/operations, personal and advertising injury, products/completed operations, and as additional insured for automobile liability, and will specify that the insurance afforded by the Event Producer is primary insurance and that any insurance coverage carried or self-insurance by the County, any department or any employee will be excess coverage and not contributory insurance to that provided by the Event Producer. Said policies must contain a severability of interest provision. will comply with statutory requirements for both workers' compensation and unemployment insurance coverage during the term of this agreement. A Certificate of Insurance for workers' compensation coverage, or Sole Proprietor Waiver, will be provided within ten (10) days of signing this agreement. The insurer must agree to waive all rights of subrogation against the County, its officers, agents, employees, and volunteers for losses arising from work performed by the Event Producer.

County reserves the right to continue payment of premium for which reimbursement will be deducted from amounts due or subsequently due Event Producer.

Additional insurance may be required after review of Event Application and Event Site Plan. Event Producer shall be notified in writing of any additional requirements.

INDEMNIFICATION

Event Producer will at all times, to the fullest extent permitted by law, indemnify, keep indemnified, defend and save harmless the County and/or any of its agents, officials and employees from any and all claims, demands, suits, actions, proceedings, losses, costs and/or damages of every kind and description, including any attorney's fees and/or litigation expenses, which may be brought or made against or incurred by the County on account of loss of or damage to any property or for injuries to or death of any person or animal(s) caused by, arising out of, or contributed to, in whole or in part, by reason of any alleged act, omission, professional error, fault, mistake, or negligence of the Event Producer, its employees, agents, representatives, subcontractors, volunteers or volunteer entities engaged by the Event Producer, their employees, agents, or representatives in connection with or incidental to the performance of this agreement or arising out of Workers' Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of the Event Producer and/or its subcontractors or claims under similar such laws or obligations. The Event Producer's obligations under this paragraph do not extend to any liability caused by the sole negligence of the County or its employees.

APPLICABLE LAW

This agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

VENUE

Venue for any claims relating to this Use Permit or arising from activities at the demised Use Area shall be exclusively in Coconino County.

ASSIGNMENT

This Use Permit shall not be assigned, in whole or in part, to any other party. Any attempt to do so shall be void.

LANGUAGE AND CONSTRUCTION

The language of the Use Permit shall be construed according to its fair meaning and not strictly for nor against either party. All singular and plural words shall be interpreted to refer to the number consistent with circumstances and context. The word Event Producer as used herein shall include the plural as well as the singular. The marginal captions or headings in the Use Permit are for convenience only, and in no way shall be construed to define, limit, or describe the scope or intent of any provisions or sections of this Use Permit.

AGREEMENTS, ENTIRE AGREEMENT, AND MODIFICATIONS IN WRITING

All negotiations, considerations, representation, and understandings between the parties are incorporated and expressly stated herein (including specified attachments and addenda, if any) and may be modified and altered only by agreement in writing between the parties.

This Use Permit, any attached exhibits, and any addenda or supplements signed by the parties shall constitute the entire agreement between County and Event Producer and shall supersede any other written or oral agreement between County and Event Producer. This Use Permit may be modified or altered only by a writing signed by both parties. A fully executed facsimile copy of the entire Use Permit shall be treated as an original agreement.

TIME OF THE ESSENCE

Time is of the essence of this Use Permit and each and all of its provisions.

FORCE MAJEURE

In the event either County or Event Producer is unable to perform its obligations under the terms of the Special Event Use Permit because of acts of God, strikes, failure of carrier or utilities, equipment or transmission failure or damage that is reasonably beyond its control, or any other cause that is reasonably beyond its control, County or Event Producer shall not be liable for damages to the other for any damages resulting from such failure to perform or otherwise from such causes. In the event of a Force Majeure, County and Event Producer agree to reschedule the event at a mutually convenient date and time and any deposit, prepayments, and reservation fees shall be applied to the rescheduled event without penalty. In the instance that the event is unable to be rescheduled for mutual convenience date and time, all monies remitted to County, not including the non-refundable application fee, will be refunded to the Event Producer.

WAIVER

No waiver by County of any provision of the Use Permit or of any breach by Event Producer hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Event Producer of the same or any other provision. County's consent to or approval of any act by Event Producer requiring County's consent or approval shall not be deemed to render unnecessary the obtaining of County's consent to or approval of any subsequent act by Event Producer.

CANCELLATION

Pursuant to A.R.S. 38-511, the provisions of which are incorporated herein by reference, this Use Permit is subject to cancellation by County if any person significantly involved in initiating, negotiating, securing, drafting, or creating the agreement on behalf of the County is any employee or agent of any other party to the agreement in any capacity or a consultant to any other party of the agreement with respect to the subject matter of the agreement.

SEVERABILITY

If any term or provision of this agreement is held to be unenforceable, all other terms and provisions shall remain in full force and effect, and the invalid or unenforceable term or provision shall be deemed replaced by a term or provision that is valid and enforceable and most closely expresses the intent of the invalid term or provision. Such finding shall not render unenforceable nor invalidate any other provision thereof.

NON-INTERFERENCE

Nothing herein contained is intended by the parties to give Event Producer any right, title, license, or other interest or privilege in or to County facilities which would in any way interfere with the right, duty or privilege of County, or its agents.

EXCLUSIVE USE

During the Use Period specified in this agreement, Event Producer shall have and be entitled to the exclusive use and occupation of the Use Area as noted in this Use Permit. The County defines Exclusive Use as the granted sole use of a Use Area during a defined Use Period by an Event Producer for the purpose of hosting a Special Event. The County will honor Exclusive Use by not granting a Use Permit to a Facility for which a permit has already been issued.

Throughout the term of this permit, Event Producer must coordinate their activities with those of County, its partners, and other Event Producers and avoid conflict or interference as contemplated under the above provision.

County shall take all reasonable measures to protect Event Producer's said right of exclusive use and occupation to certain areas during the specified Use Period. However, County shall reserve the right to utilize whatever facilities that may be necessary to conduct its business.

Event Producer is responsible for the signage, staffing, equipment, or any other resources required to prohibit access to any Use Area.

In all circumstances, access to private operations, including, but not limited to, Flagstaff Extreme, Flagstaff Snow Park, the Amphitheater, Luke Air Force Base, and the Campground at Fort Tuthill County Park, and specific park amenities, including trails, the Bike Park at Fort Tuthill County Park, the Disc Golf Course at Fort Tuthill County Park, playgrounds, restrooms, and walkways shall remain open to the public.

COMPLIANCE WITH LAWS AND REGULATIONS

Event Producer agrees that it will at all times during the term hereof comply with and observe all laws, statutes, ordinances, rules, regulations, policies, and other legal requirements, whether federal, state, or local, relating to use of the demised premises, and warrants that it will not permit or suffer the demised premises or any portion thereof to be used for the purpose of carrying on any illegal business, occupation or activity of any kind or character.

TERMINATION

This agreement may be terminated upon any of the following occurrences:

Cessation of Event Producer's intended uses referred to in Paragraph Two (2) above.

Expiration of the period of Event Producer's right of exclusive use and occupation.

Event Producer does not make agreed payments.

Event Producer does not furnish County with required proof of insurance.

Upon termination, Event Producer shall surrender and deliver to County the Use Area, which shall be in clean and orderly condition and in as good of condition as when received, subject only to ordinary wear and tear and actions of the elements, strikes, labor disturbances, war, and unavoidable casualties beyond Event Producer's control.

Either party may terminate the permit with written notice. Facility rental fees shall be refunded at the following rates:

100% - cancellations occurring 60 or more days prior to Use Period.

50% - cancellations occurring between 30 and 59 days prior to Use Period.

25% - cancellations occurring between 15 and 29 days prior to Use Period.

Rental fees will be forfeited for cancellations made less than 14 days prior to Use Period.

Event Producers may decide up to twenty-four (24) hours prior to use to request a postponement of the event due to weather and reschedule for another available date during the same Event Season at no additional charge. The County is not obligated to provide an alternate date to Event Producers who postpone their event.

ENVIRONMENTAL CLAUSE

During Event Producer's occupancy of the rented property, the use of any toxic substances shall be subject to all state, federal and local environmental laws. Event Producer bears full responsibility for notification of appropriate authorities of the spillage or release of toxic material and for the costs of any remediation required due to such spillage or release. County reserves the right to add a requirement for event producer to carry pollution liability insurance and endorse County as additional insured on a primary and non-contributory basis and will communicate this in writing should this be needed.

INSPECTION

Event Producer acknowledges that it has had an opportunity to inspect the premises and accepts them "as is" without reliance upon any representation by Coconino County as to their fitness for any particular purpose or suitability for any activity contemplated by this rental agreement. Event Producer understands that it has sole responsibility for all claims arising from the use or condition of the Use Area pursuant to paragraph 4.

I/We hereby agree to the following (initials only):

1.  I/We will abide by all Fort Tuthill County Park "Special Event – Rules and Procedures," including the

applicable Coconino County Health Department requirements.

2. I/We will restrict my/our event activities to facilities indicated on the Use Permit and the approved application.

3. I/We will abide by all Coconino County Parks and Recreation's "Park Rules and Procedures" and any specific Use Area rules, policies, and procedures.

4. I/We will be responsible for the behavior of our members and guests and will be responsible for all damages.

5. I/We have read and agree to all provisions of this agreement and all of its referenced policies, which are available online at <http://www.coconino.az.gov/parks>.

6. I certify that I am authorized to sign this agreement on behalf of the organization named below and obligate the organization to the terms herein.

AGREED to on this _____ day of _____, 20_____.

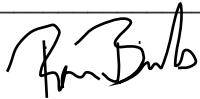
COCONINO COUNTY:

[PRINT NAME AND TITLE]

[SIGNATURE]

EVENT PRODUCER:

[PRINT NAME]



[SIGNATURE]

If for and on behalf of an organization, print clearly:

[NAME OF ORGANIZATION]

[TITLE OF SIGNATORY]