

# CITY COUNCIL REPORT



**Meeting Date:** November 13, 2018  
**General Plan Element:** *Economic Vitality*  
**General Plan Goal:** *Sustain Scottsdale as a tourist destination*

## ACTION

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**Noriega Livery Stable Indoor Space Lease Agreement.** Adopt Resolution No. 11290 approving and adopting Contract No. 2018-181-COS, a Lease Agreement between the City and Parada del Sol Inc., for use of the indoor space of the Noriega Livery Stable located at 3806 N. Brown Ave as a rodeo and western-themed museum.

## BACKGROUND

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The purpose of this action is to approve a Lease Agreement between the City and Parada del Sol Inc. (Parada Rodeo) for use of the Noriega Livery Stable as the Old Town Scottsdale Parada del Sol Rodeo Museum (Scottsdale Rodeo Museum).

On Nov. 28, 2017, City Council adopting contract No. 2017-168-COS, a Revocable License Agreement between the city and Scottsdale Arts, for use of the Noriega Livery Stable as a studio space for an artist-in-residence program. Scottsdale Arts has located an alternative site for programming and the space is currently vacant.

Parada Rodeo had a prior lease agreement with the city for a rodeo clubhouse at a city building located at 8102 E. Jackrabbit, where they showcased rodeo memorabilia. Parada Rodeo moved out of that space in 2010 so that the building could be used for the city's Adaptive Services Center.

The city has been working with the Parada Rodeo to establish small museum focused on the history of the Parada Rodeo in Scottsdale. City staff determined that the indoor space of the Noriega Livery Stable would be well suited for use as a museum space and other western themed community activities.

## ANALYSIS & ASSESSMENT

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The purpose of the lease agreement between Parada Rodeo and the city is to authorize the use of the Noriega Livery Stable for the Scottsdale Rodeo Museum.

The annual lease fee for use of the space is \$15,048 and was determined by fair market value of similar downtown Scottsdale spaces and adjusted for lack of in-house restroom facilities. As part of this lease agreement, Parada Rodeo will be remodeling the space to create a public restroom. Additionally, Parada Rodeo will provide the following non-cash and cash considerations for use of

the space as outlined in the proposed three-year lease agreement between Parada Rodeo and the city:

- The official title of the museum will be the “Old Town Scottsdale Parada del Sol Rodeo Museum” and the museum will be referred to by this title in all initial references in print, advertising and other promotion materials. Any subsequent references may use the shortened title, “Scottsdale Rodeo Museum.”
- Parada Rodeo shall include the city’s name and/or logo and the Old Town Scottsdale logo in all media including television, local and national public relations, radio, print, tickets, schedules, press material and digital media.
- Parada Rodeo shall develop and carry out 12 rodeo or western-themed events, demonstrations, activities or other programming annually.
- Parada Rodeo shall ensure that city literature and/or promotional materials, including materials that promote Old Town Scottsdale and the City-maintained website for Old Town Scottsdale, will be made available to museum attendees.
- Parada Rodeo shall ensure that a minimum of two paid social media posts (such as on Facebook, Twitter or Instagram) promoting Old Town Scottsdale occur each month during months in which the facility is open to the public.
- Without limitation, all publicity, messaging and other activities that occur shall clearly and prominently indicate that the museum is in Scottsdale. All publicity and messaging that acknowledges any museum event sponsor shall acknowledge the city as a sponsor and shall utilize (where appropriate in city’s discretion) a logo provided by city. No other use of city’s name is allowed in any form of advertising or public relations without prior city approval.
- Parada Rodeo shall distribute materials promoting the museum at all events held by Parada Rodeo in Maricopa County.
- The official museum website shall have a prominent link to city’s website, the city-maintained website for Old Town Scottsdale and Experience Scottsdale’s website. The website shall also contain museum information sufficient to promote programming and the day(s), time and location of museum programming.
- The museum will be open for a minimum of 1,100 hours per contract year.
- Parada Rodeo shall also ensure that the premises is available for use by community organizations and the city year round on the evenings, and during the day and evenings from June 1 through August 31 for permitted activities, and for no other purpose.

There is a public purpose for the establishment of a Scottsdale Rodeo Museum honoring the contributions of Parada Rodeo to the city of Scottsdale and the city’s waiver of the rental fee for the space, in return for the volunteer hours, and the marketing and promotional benefits required under the agreement which provide direct consideration substantially equal to, or above, the city’s expenditures and fair market value of the space.

The lease agreement will be reviewed quarterly, through a report from Parada Rodeo, by the contract administrator to ensure goals and objectives are being met.

## **RESOURCE IMPACTS**

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Parada Rodeo will be responsible for all tenant improvements and operational costs. The city will continue to encumber utility cost that are tied into the adjacent public parking garage.

### **Staffing, Workload Impact**

No additional staffing or other resources are anticipated to support the lease agreement for the use of the space.

### **Future Budget Implications**

Per the terms of the agreement any damage to the property is covered by the lessee and any significant change to the agreement would require City Council approval.

## **OPTIONS & STAFF RECOMMENDATION**

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Adopt Resolution No. 11290 approving and adopting Contract No. 2018-181-COS, a Lease Agreement between the City and Parada del Sol Inc., for use of the indoor space of the Noriega Livery Stable located at 3806 N. Brown Ave as a rodeo and western-themed museum.

If the resolution is not adopted and the lease agreement not approved, staff would like additional direction on the proposed future use of the Noriega Livery Stable space.

## **RESPONSIBLE DEPARTMENT(S)**

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Tourism and Events, Capital Project Management (Real Estate)

## **STAFF CONTACTS (S)**

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Jackie Contaldo, Downtown Specialist, [jcontaldo@scottsdaleaz.gov](mailto:jcontaldo@scottsdaleaz.gov);

Steve Geiogamah, Tourism Development Manager, [sgeiogamah@scottsdaleaz.gov](mailto:sgeiogamah@scottsdaleaz.gov);

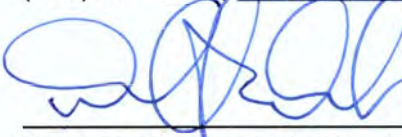
Laurel Edgar, Real Estate Management Specialist, [ledgar@scottsdaleaz.gov](mailto:ledgar@scottsdaleaz.gov)

**APPROVED BY**

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\_\_\_\_\_  
Karen Churchard, Tourism & Events Director  
(480) 312-2890, [kchurchard@scottsdaleaz.gov](mailto:kchurchard@scottsdaleaz.gov)

10.24.18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Daniel J. Worth, Public Works Director  
(480) 312-5555, [dworth@scottsdaleaz.gov](mailto:dworth@scottsdaleaz.gov)

10.25.18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Brent Stockwell, Assistant City Manager  
(480) 312-7288, [bstockwell@scottsdaleaz.gov](mailto:bstockwell@scottsdaleaz.gov)

10/25/18  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Jim Thompson, City Manager  
(480) 312-2811, [jthompson@Scottsdaleaz.gov](mailto:jthompson@Scottsdaleaz.gov)

10/25/18  
\_\_\_\_\_  
Date

**ATTACHMENTS**

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1. Resolution No. 11290
2. Lease Agreement No. 2018-181-COS

RESOLUTION NO. 11290

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, ARIZONA, APPROVING AND ADOPTING CONTRACT NO. 2018-181-COS, A LEASE AGREEMENT BETWEEN THE CITY AND PARADA DEL SOL INC., FOR USE OF THE INDOOR SPACE OF THE NORIEGA LIVERY STABLE LOCATED AT 3806 N. BROWN AVENUE AS A RODEO AND WESTERN-THEMED MUSEUM.

WHEREAS, the City and Parada del Sol, Inc. wish to enter into a lease agreement for use of the indoor space in the Noriega Livery Stable as a rodeo and western-themed museum; and

WHEREAS, as a part of the lease agreement Parada del Sol, Inc. will be required to construct a restroom on the premises and provide the City with specified marketing and promotional benefits; and

WHEREAS, City Council has considered the City's expenditure authorized by the Agreement and the direct consideration the City will receive and finds that there is a clearly identified public purpose for the City's expenditure and the City will receive direct consideration substantially equal to its expenditure.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Scottsdale, Arizona, as follows:

Section 1. The City Council authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2018-181-COS with Parada del Sol, Inc.

PASSED AND ADOPTED by the City Council of the City of Scottsdale, Arizona this \_\_\_\_ day of \_\_\_\_\_, 2018.

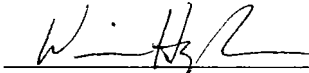
CITY OF SCOTTSDALE, an Arizona  
municipal corporation

ATTEST:

\_\_\_\_\_  
W. J. "Jim" Lane, Mayor

\_\_\_\_\_  
Carolyn Jagger, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: William Hylan  
Senior Assistant City Attorney



**CITY OF SCOTTSDALE  
LEASE AGREEMENT**

THIS AGREEMENT, entered into this \_\_\_ day of November, 2018, by and between the City of Scottsdale, an Arizona Municipal Corporation, the "City," and Parada del Sol, Inc., an Arizona nonprofit corporation, the "Lessee."

**WITNESSETH:**

The City is the owner of a building, known as the Noriega Livery Stable building, situated on a parcel of real property located at 3806 N. Brown Ave., Scottsdale, Arizona, at the southeast corner of a public parking garage and comprising approximately 3125 square feet; and

There is a space (identified in Exhibit "A" as Noriega Livery Stable Space), in the north 1368 square feet of this building that also contains an office or storage space that is approximately 8' x 10' (these combined spaces are referred to herein known as the "the Premises"); and

The City desires to make the Premises available to the Lessee to operate a museum featuring the history of the Parada del Sol Rodeo and similar rodeo and western-themes (the "Museum").

The City has considered the city expenditure authorized by this Agreement and the direct consideration that the City will receive and finds that there is a clearly identified public purpose for the City's expenditure and that the City will receive direct consideration substantially equal to its expenditure.

IN CONSIDERATION of the mutual promises and obligations, the parties agree as follows:

1.0 Recitals. The foregoing recitals are incorporated into this Agreement.

2.0 Grant of Lease. City grants to Lessee a lease to use the Premises for the sole and exclusive purpose of operating a museum featuring the history of the Parada del Sol Rodeo ("Rodeo") and similar rodeo and western themes and promoting the Rodeo provided that Lessee shall also ensure that the Premises are available for use by community organizations and the City year round in the evenings and during the day and evenings from June 1 through August 31 (the Permitted Activities), and for no other purpose.

The Lessee shall allow the public to view the mural, known as *The Stable*, by Arizona artist Joel Coplin, during the hours that the Premises are open. This mural must remain a part of the Premises and may not be disturbed.

3.0 Term. This Agreement and the lease granted pursuant to it will remain in effect for three (3) years from the date of this Agreement. The Agreement term may be extended up to two one (1) year periods by mutual written consent of City's contract administrator and Lessee.



4.0 Termination. Either party shall have the right to terminate this Agreement for any reason or no reason at any time upon thirty (30) days' written notice or immediately in the event of a default by the other party.

4.1. "Holding Over." In any circumstance whereby the Lessee would remain in possession or occupancy of the Premises after termination or expiration of this Agreement, such "holding over" shall not be deemed to operate as a renewal or extension of this Agreement, but shall only create a use right from day to day which may be terminated at any time by the City upon one (1) day's notice to the Lessee, or by the Lessee upon seven (7) days' notice to the City. Except as provided in this Section, such use of the Premises shall otherwise be subject to the terms and conditions specified in this Agreement, so far as applicable. Nothing contained herein shall be construed as the City's permission for the Lessee to remain in the Premises or as limiting the City's remedies as to such "holdover."

4.2. Confirmation of Lessee's Obligations. Termination of this Agreement for any reason does not terminate the Lessee's obligations arising prior to or simultaneous with, or attributable to, the termination.

4.3. Rights at Termination. The following provisions shall apply upon expiration or termination of this Agreement for any reason:

4.4. Delivery of Possession. The Lessee shall, within five days of the expiration of the Term or upon any sooner termination of this Agreement, without demand, peaceably and quietly quit and deliver up the Premises to the City thoroughly cleaned, in good repair, maintained and repaired and in as good order and condition, reasonable use and wear excepted, as the same now are or in such better condition as the Premises may hereafter be placed by the Lessee or the City. All keys to Premises shall be returned to City.

4.5. Lessee's Personal Property; Re-entry. At the expiration of the term or upon any sooner termination of this Agreement, the Lessee shall remove all its property from the Premises. The City, at its election, may re-enter the portion of the Premises occupied by the Lessee pursuant to this Agreement and may immediately demand that any property or personnel of the Lessee found therein be removed by the Lessee. If such property is not removed within ten (10) working days, the City may remove and store any such property in a public warehouse or at a place selected by the City at the expense of the Lessee, and may dispose of it as it sees fit, subject only to the limitations of state law. Lessee agrees to reimburse City for such removal of property and restoration of the Premises.

5.0 Programming and Advertising. Lessee shall ensure that the following activities occur during the term of this Agreement:

5.1. The museum will be open for a minimum of 1,100 hours per contract year. Lessee shall provide all volunteers or paid staff required to properly staff the museum. Lessee shall submit proposed museum operating hours to the Contract Administrator for approval within 60 days of the effective date of this Agreement and by July 1<sup>st</sup> of each year, thereafter.

5.2. Lessee's Promotion of Scottsdale. Lessee shall ensure the following for the duration of this Agreement:

5.2.1. The official name of the museum will be the "Old Town Scottsdale Parada

del Sol Rodeo Museum” and will be referred to by this title in all initial references in print, advertising and other promotional references. Any subsequent references may use the shortened title, “Scottsdale Rodeo Museum.”

5.2.2. Lessee shall include the City’s name and/or logo and the Old Town Scottsdale logo in all media including television, local and national public relations, radio, print, tickets, schedules, press material and digital media. Lessee shall ensure that the City logo is at least fifty percent the size and the name in the title of the Event Lessee shall not use the City logo in any manner other than as authorized by the subsection.

5.2.3. Lessee shall ensure that City literature and/or promotional materials, including materials that promote downtown Scottsdale and the City-maintained website for downtown Scottsdale, will be made available to museum attendees.

5.2.4. Lessee shall ensure that there are a minimum of two paid social media posts (such as on Facebook, Twitter or Instagram) promoting Scottsdale per month during months in which the facility is open to the public.

5.2.5. Without limitation, all publicity, messaging and other activities that occur shall clearly and prominently indicate that the museum is in Scottsdale. All publicity and messaging that acknowledges any museum event sponsor shall acknowledge the City as a sponsor and shall utilize (where appropriate in City’s discretion) a logo provided by City. No other use of City’s name is allowed in any form of advertising or public relations without prior City approval.

5.2.6. Lessee shall distribute materials promoting the museum at all events held by Lessee in Maricopa County.

5.2.7. The official museum website shall have a prominent link to City’s website, the City-maintained website for downtown Scottsdale and Experience Scottsdale’s website and contain museum information that is sufficient to promote programming and the day(s), time and location of museum programming.

5.2.8. Lessee shall provide the City with benefits, including recognition and publicity, commensurate with benefits provided to other sponsors.

5.2.9. Lessee will develop and carry out 12 rodeo or western-themed events, demonstrations, activities or other programming annually.

6.0 Security/Damage Deposit. Upon execution of this Agreement, Lessee will provide to City, and maintain with City at all times during the term of this Agreement, a cash security deposit in the amount equal to one thousand dollars (\$1,000.00) to guarantee Lessee’s faithful performance of this Agreement. This deposit is refundable at the termination of this License, provided the Premises are returned in good condition, reasonable wear and tear excepted. This section will not act as a limitation on Lessee’s indemnification obligations under Section 19.0, below.

7.0 Quarterly Report. Lessee will provide to City a quarterly report or at such other times as the Contract Administrator may require, not later than the 15<sup>th</sup> of the month following the end of a quarter. The report shall describe how the Premises has been utilized by the Lessee, including how the Lessee satisfied the requirements of section 5.0, during the previous reporting period. Reports shall be emailed to both the, Tourism and Events Department at [JContaldo@scottsdaleaz.gov](mailto:JContaldo@scottsdaleaz.gov) and [SGeiogamah@scottsdaleaz.gov](mailto:SGeiogamah@scottsdaleaz.gov) and to Real Estate at



[ledgar@scottsdaleaz.gov](mailto:ledgar@scottsdaleaz.gov). The Lessee and Contract Administrator agree to use the report attached as Exhibit "B" or such other report that may be agreed upon, but the report shall provide, at a minimum, the following information:

7.1. Information regarding the use of the Premises, hours open to the public, numbers of visitors to the museum, total number of calls inquiring about use of the Premises, total number of inquiry emails, and social media activity related to the Museum and Premises.

7.2. How Lessee satisfied the requirements of section 5.0 of this Agreement. .

8.0 Records and Audit. During the term of this Agreement, and for five years after the Agreement terminates, Lessee shall maintain all information about this Agreement and all information about City's and Lessee's rights, obligations and performances under this Agreement. Lessee's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by City, will be open to inspection and subject to audit or reproduction by City's authorized representatives to the extent necessary to adequately permit evaluation and verification of Lessee's income under this Agreement. City's authorized representatives will be afforded access, at reasonable times and places, to all of Lessee's records and personnel pursuant to the provisions of this section throughout the term of this Agreement and for a period of three years after the last or final payment.

9.0 Prior Contracts and Condition of Title. Lessee's rights hereunder are subject to all covenants, conditions, restrictions, easements, agreements, liens, reservations and encumbrances upon, and all other recorded or unrecorded matters or conditions of title to or agreements or documents regarding the Premises (collectively the "Site Documents"). Lessee's rights to use the Premises under this Agreement are limited to a subset of the interests held by City under the Site Documents.

10.0 Maintenance and Repairs. Lessee will, at its sole expense, maintain the interior of the Premises in good repair and in a clean and safe condition at all times. Lessee will perform all necessary maintenance and repairs to the Premises within 5 days after receiving notification from City that such maintenance or repairs are necessary. In addition to Lessee's affirmative maintenance obligations,

10.1. Lessee will be responsible for:

10.1.1. All janitorial and cleaning services, including the exterior windows and sidewalks;

10.1.2. Taking out all trash and recyclables to appropriate containers;

10.1.3. Monthly replacement of A/C filter;

10.1.4. Repair or replacement of any interior fixture; including plumbing and lighting fixtures;

10.1.5. Any phone/data/internet service to Premises; and

10.1.6. Any security system that Lessee may install (code to be provided to City Facilities Department to allow access for maintenance).

10.2. City will be solely responsible for:

- 10.2.1. All structural and cosmetic repairs to the exterior portion of the Premises, including but not limited to the roof, walls, doors, electrical systems, and HVAC systems;
- 10.2.2. Inspection, maintenance and repairs to the fire sprinkler and fire alarm system;
- 10.2.3. All electrical and water service provided through meters that also serve adjacent public parking garage; and
- 10.2.4. Lessee shall contact the City's Real Estate Department by email or telephone for any repairs that are the City's responsibility. At the time of execution of this agreement, the contact person in the Real Estate Department is Laurel Edgar, Real Estate Management Specialist, [ledgar@scottsdaleaz.gov](mailto:ledgar@scottsdaleaz.gov), 480-312-7692. City shall provide Lessee with two (2) keys to premises.

10.3. Lessee may make such non-structural tenant improvements to the Premises, at its sole cost and expense, as it considers appropriate in carrying out its desired purposes for the Premises, provided, however, that it obtains the prior written approval from the City's Contract Administrator, and all such Tenant Improvements are done in accordance with approved plans and required permitting.

11.0 Improvements by Lessee. Lessee shall improve the Premises by adding a one stall handicapped accessible unisex restroom ("Restroom Project").

12.0 Lessee's Work Generally. All of Lessee's Work and other construction work to the Premises, including the Restroom Project (collectively "Lessee's Work"), shall comply with the following:

12.1. Lessee's Work. Lessee's Work includes, without limitation all construction, installation, alteration, modification, replacement, repair, grading, removal, demolition or other cumulatively significant construction or similar work of any description to existing or future improvements upon or related to the Premises or environs whether or not specifically described herein.

12.2. Zoning and Similar Approval Process. The zoning processes, building permit processes, and similar regulatory requirements that apply to Lessee's Work are completely separate from the plans approval processes under this Agreement. Lessee's satisfaction of any requirement of this Agreement does not count toward any compliance with any regulatory requirement. Lessee's satisfaction of any regulatory requirement does not count toward compliance with any requirement of this Agreement. Lessee must make all submittals and communications regarding the requirements of this Agreement through Lessor's contract administrator for this Agreement, and not through planning, zoning, building safety or other staff. Lessee must make all submittals and communications regarding planning, zoning, building safety, and other regulatory requirements through planning, zoning, building safety or other applicable staff and not through Lessor's contract administrator for this Agreement. Lessee shall be responsible to directly obtain all necessary permits and approvals from any and all governmental or other entities having standing or jurisdiction over the Premises. Lessee bears sole responsibility to comply with all stipulations and conditions that are required in order to secure such rezoning and other approvals.

12.3. Relationship of Plans Approval to Regulatory Processes. Lessee's submission of

plans under this Agreement, Lessor's approval of plans for purposes of this Agreement, and the plans approval process under this Agreement shall all be separate and independent of all development, zoning, design review and other regulatory or similar plans submittal and approval processes, all of which shall continue to apply in addition to the requirements of this Agreement and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THIS AGREEMENT.

12.4. Design Requirements. All Lessee's Work shall comply with the following design requirements:

12.4.1. All Lessee's Work shall conform to the standards of the Maricopa Association of Governments and of the City of Scottsdale Design Standards and Practices Manual, as either may be amended from time to time.

12.4.2. All Lessee's Work shall be designed so as to present uniformity of design, function, appearance and quality throughout.

12.4.3. Lessee shall perform any and all construction work on the Premises in a workman-like manner as reasonably determined by Lessor and in conformance with all building codes and similar rules.

12.4.4. Lessee must leave the Premises in as good or better condition as they may be on the date of this Agreement, or such better condition as the Premises may hereafter be placed.

12.4.5. All Lessee's Work shall be contained entirely within the Premises and without any encroachment or dependence upon any other property.

12.4.6. Any changes to utility facilities and shall be undertaken by Lessee at its sole cost and expense.

12.5. Approval Required. Lessee shall not perform any Lessee's Work (including work on adjacent public lands, if applicable) without having first received written plans approval from Lessor. Lessor may withhold approval in Lessor's sole and absolute discretion. Such consent requirement shall apply to design, aesthetics, functionality, land use for all improvements, equipment, fixtures, utilities of every description, cabling, lighting and other construction work of any description as described in all plans heretofore or hereafter delivered by Lessee to Lessor.

12.6. Effect of Plans Approval. Lessor's approval of plans submitted shall be for purposes of this Agreement only and shall constitute irrevocable approval (but only at the level of detail of the applicable stage of the review process) of the matters plainly shown on the plans approved. Lessor shall not reject subsequent plans to the extent the matter to which Lessor objects was plainly shown on plans previously approved by Lessor. However, Lessor is not precluded from objecting to matters not previously approved, matters not previously plainly disclosed on approved plans, changes to plans, or refinements or implementation of matters previously approved.

12.7. Plans Required. Lessee's design of all Lessee's Work shall occur in two stages culminating in final working construction documents for the Lessee's Work (the "Final Plans"). The two stages are, in order of submission and in increasing order of detail, as follows:

12.7.1. Conceptual plans showing the general layout, locations, elevations,

configuration, and capacities of all significant improvements, walls, passageways, doors, windows, utilities, water systems, and other features significantly affecting the appearance, design, function or operation of each element of Lessee's Work.

12.7.2. Final plans showing all surface finishes and treatments, finished elevations, general internal and external building design and decoration schemes (including without limitation colors, textures and materials), mechanical, communications, electrical, plumbing and other systems, building materials, landscaping and all other elements necessary prior to preparation of final working construction documents and showing compliance with all requirements of this Agreement.

12.8. Approval Process. The following procedure shall govern Lessee's submission to Lessor of all plans for Lessee's Work, including any proposed changes by Lessee to previously approved plans:

12.8.1. All plans Lessee submits under this Agreement shall show design, appearance, capacity, views, and other information reasonably deemed necessary by Lessor for a complete understanding of the work proposed, all in detail reasonably deemed appropriate by Lessor for the level of plans required by this Agreement.

12.8.2. All plans must comply with all requirements of law, any applicable insurance policies and this Agreement.

12.8.3. Lessee shall deliver all plans submissions for non-regulatory approvals under this Agreement directly to Lessor's contract administrator and shall clearly label the submissions to indicate that they are submitted pursuant to this Agreement and not for building permits, zoning or other approvals. Lessee shall submit for Lessor's review three (3) complete sets of the plans on paper, and, if Lessor requests, two (2) copies of the plans in an electronic form.

12.8.4. Within ninety (90) days after completion of any Lessee's Work, Lessee shall deliver to Lessor one (1) copy on paper and one (1) copy in electronic form of "as-built" plans for the Lessee's Work showing that the construction is completed according to the approved plans.

12.8.5. Lessee shall resolve significant design issues with Lessor prior to preparing plans to be submitted.

12.8.6. In addition to other submissions required under this Agreement, Lessee shall simultaneously deliver to Lessor's contract administrator copies of all applications and approvals and supplemental, supporting and related materials for all zoning, development review, building permits, and similar processes for the Lessee's Work (excluding building permits).

12.8.7. If Lessor requests, construction plans for Lessee's Work shall be prepared by qualified registered engineers acceptable to Lessor.

12.8.8. All construction and plans preparation for Lessee's Work from initial proposals through final construction documents and completion of construction shall be performed by professionals selected and paid by Lessee. All of Lessee's design and construction contractors shall have substantial experience in timely and successfully constructing projects similar to Lessee's Work.

12.8.9. If Lessor requests, the engineer shall place these words on each sheet of

engineering work for Lessee's Work: "The engineer has performed this work for the benefit and reliance of the City of Scottsdale and assures the City of Scottsdale that the engineer's work is properly performed and that it complies with any engineering requirements set out in Lease Agreement (No. 2018-181-COS)."

12.8.10. All Lessor plans reviews, inspections, standards and other rights and actions with relation to Lessee's Work are for Lessor's sole and exclusive benefit and neither Lessee nor any other person shall rely thereon or have any rights related thereto.

12.8.11. Lessor has the right to require Lessee to obtain approval for any Lessee Work from the City of Scottsdale Development Review Board and any similar body.

12.8.12. Submission dates shall be such dates as are necessary for Lessee to timely obtain the approvals required by this Agreement. Lessee is responsible to allow adequate time for all communications and plans revisions necessary to obtain approvals and shall schedule its performances hereunder and revise its plans as necessary to timely obtain all approvals.

12.8.13. No plans shall be deemed approved by Lessor for purposes of this agreement until Lessor's contract administrator stamps them "APPROVED ONLY FOR PURPOSES OF THE PLANS APPROVED REQUIREMENTS OF LEASE AGREEMENT NO. 2018-181-COS", and Lessor's contract administrator initials and dates the stamp (collectively "Stamped"). The Contract Administrator will not stamp plans as approved until the City's Facilities Management Department has approved the plans.

12.8.14. Within thirty (30) days after Lessor receives plans from Lessee, Lessor shall make available to Lessee one (1) copy of such plans either Stamped or marked to indicate the reasons that Lessor does not approve the plans.

12.8.15. If changes are required, Lessee shall revise the plans incorporating the changes requested by Lessor and shall within thirty (30) days after Lessor returns the marked up plans to Lessee submit revised plans to Lessor. Within twenty-one (21) days after Lessor's receipt of the revised plans, Lessor shall make available to Lessee one (1) copy of the revised plans either Stamped or marked to indicate the reasons that Lessor does not approve the plans.

12.8.16. The parties shall endeavor to resolve design and construction issues to their mutual satisfaction but, if an impasse arises for any reason, in light of Lessor's reversion in the Premises, and as a condition of Lessor's entering into this Agreement, final decision authority regarding all design and construction issues shall rest with Lessor.

12.8.17. Lessee shall provide to Lessor copies of any and all designs or plans for improvements upon the Premises for Lessor's unrestricted use at the Premises or elsewhere.

12.9. Lessee shall timely pay for all labor, materials, work, and all professional and other services related thereto and shall pay, protect, indemnify, defend and hold harmless Lessor, Lessor's employees, officer's, contractors and agents against all claims related thereto.

12.10. Cost of Lessee Work. All Lessee's Work shall be designed and constructed by Lessee at Lessee's sole cost and expense. In no event, including without limitation termination of this Agreement for any reason, shall Lessor be obligated to compensate Lessee in any manner for any of Lessee's Work or other work provided by Lessee during or related to this Agreement. The preceding sentence does not excuse Lessor from paying the Termination Fee, if any, in the

circumstances this Agreement specifically requires Lessor to do so, if any. Lessee shall bear the cost of all work required from time to time to cause the Premises to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws. Lessee shall also bear the cost of all work required from time to time to cause any nearby property owned by Lessor to comply with all such laws if such work is required because of work performed by Lessee, by Lessee's use of the Premises, or by any exercise of the rights granted to Lessee under this Agreement.

12.11. Improvement Quality. Lessee shall perform and diligently pursue to completion any and all work on the Premises in a workman-like manner as reasonably determined by Lessor in conformance with all building codes and similar rules. All of Lessee's Work shall be high quality, safe, fire resistant, modern in design, and attractive in appearance, all as approved by Lessor through the plans approval processes described in this Agreement in addition to any zoning, building code or other regulatory processes that may apply.

12.12. Ownership of Lessee Work. All Lessee's Work shall be and become part of the realty and the real property of Lessor "brick by brick" as constructed. Lessee shall cause all labor and materials warranties to run in favor of Lessee and Lessor.

12.13. Damage During Removal. Upon removal of any item installed in or attached to the Premises at any time (including without limitation, upon termination of this Agreement if applicable), Lessee shall simultaneously restore the Premises to their prior condition, or to a condition matching Lessor's surrounding improvements, as directed by Lessor, and repair any holes, mounting surfaces or other damage whatsoever to the Premises. Such work shall include revegetation and appropriate irrigation systems for revegetated areas. All such work shall be subject to the plans approval and other requirements of this Agreement. Lessee shall not remove any item at any time without first submitting to Lessor at least fourteen (14) days in advance a notice describing the item to be removed. Said notice shall describe the work to be done to restore the Premises and be accompanied by a cash bond in an amount determined by Lessor to completely protect Lessor and the Premises from any failure by Lessee to fully and timely perform its obligations under this Agreement relating to said items or their removal.

12.14. Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Lessee shall cause the Premises to be inspected to prevent disturbance of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Lessee shall cause the contractor or other person performing such work to give to Lessor notice by the method described in this Agreement to the effect that the person will inspect for such materials, will not disturb such materials, and will indemnify, defend and hold Lessor harmless against any disturbance in such materials in the course of the contractor's or other person's work. Lessee shall cause any on-site or off-site storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Lessee in connection with the Premises to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services.

12.15. Construction Reports. Lessee shall provide to Lessor a monthly narrative report of the progress of design and construction of Lessee's Work.

12.16. Construction Coordination. Lessee shall conduct all of its construction activities at and about the Premises so as not to interfere with uses, activities, operation, and other construction upon the adjacent streets or elsewhere in the vicinity of Lessee's work.

12.17. Contract Administrators. Upon execution of this Agreement, Lessor and Lessee shall each designate a contract administrator to coordinate the respective party's participation in designing and constructing any Lessee's Work and otherwise administering this Agreement. Each contract administrator shall devote such time and effort to the Lessee's Work as may be necessary for timely and convenient coordination among the parties and their representatives involved with the Lessee's Work and compliance with this Agreement.

12.18. Lessor's Contract Administrator. Lessor's contract administrator's authority with respect to the Premises is limited to the administration of the requirements of this Agreement. Without limitation:

12.18.1. No approval, consent or direction by Lessor's contract administrator or other persons affiliated with Lessor inconsistent with this Agreement shall be binding upon Lessor. Lessee shall keep Lessor's contract administrator informed of any communication that Lessor may have with other Lessor representatives regarding the requirements of this Agreement and shall follow Lessor's contract administrator's directions regarding such communication.

12.18.2. Lessee shall be responsible for securing all zoning approvals, development review, and other governmental approvals and for satisfying all governmental requirements pertaining to the Lessee's Improvements and all other activities related to the Premises and shall not rely on Lessor or Lessor's contract administrator for any of the same.

12.18.3. Lessor's contract administrator will not be exclusively assigned to this Agreement.

12.18.4. Lessee acknowledges that Lessor's contract administrator's authority with respect to the Lessee's Work is limited to the administration of the requirements of this Agreement. Lessee shall not rely on City or City's contract administrator for any zoning approvals, design revisions, or other governmental approvals. Lessor's project manager does not have authority to issue or commit to zoning, building safety or other regulatory permits or approvals.

12.18.5. Unless otherwise specified by Lessor's city manager, Lessor's initial contract administrator shall be the City's Downtown Specialist.

12.19. Construction Notification. Lessor may establish requirements for notification of nearby residents and property owners prior to construction.

12.20. Time for Completion. Lessee shall diligently and expeditiously pursue to completion all approved Lessee's Work. Lessee shall complete initial construction of the Restroom Project no later than 60 days after issuance of the permit to construct. Lessee shall complete construction of all of other Lessee's Work no later than the earlier of i) ninety (90) days after the date of plans approval, or ii) any earlier date required by this Agreement. The time period for completing work to restore damage to the Premises is the time reasonably necessary to complete the work, but in no event longer than ninety (90) days after the damage.

12.21. Worksite Safety. Lessee shall cause all construction and similar work related to this Agreement to be conducted in a safe and cautious manner. Without limitation, Lessee shall cause such work to be conducted in compliance with established industry safety standards and practices.

12.22. Construction Assurances. In addition to any other payment or performance required under this Agreement, at Lessor's exclusive option, Lessee shall, prior to any construction work by



Lessee at the Use Areas, provide to Lessor bonds, letters of credit, or other assurances ("Improvement Assurances") acceptable to Lessor in Lessor's sole and absolute discretion that the contractor will properly and timely complete the work and that Lessee will pay for the work. Lessee shall deliver directly to Lessor's legal department (together with a copy to Lessor as provided for notices under this Agreement) a full and complete draft of all Improvement Assurances and all related and supporting documentation at least thirty (30) days prior to the date the Improvement Assurance is required.

13.0 Museum Opening. The Lessee shall ensure that museum will be open to the public within 20 days of the final City inspection that closes the construction permit.

14.0 Signage. Lessee will have the right to install and operate not more than two (2) signs at the Premises to identify Lessee's business, provided that all of the following conditions are met:

14.1. The location, size, content and style of each such sign will be subject to the provisions of the applicable City sign ordinance and will comply with the City's sign code as the same may change from time to time and with the overall aesthetics and utility of the facilities and grounds, as determined by City, and will be designed, permitted, made, installed, and maintained in a professional manner.

14.2. No sign will be erected, installed, or displayed until Lessee has submitted a written request, together with descriptions and drawings showing the intended locations, size, style, and colors of such signs, to the Contract Administrator, and has received prior written approval from the City.

14.3. Lessee will bear all costs pertaining to the erection, installation, operation, maintenance, and removal of all signs, including, but not limited to, any required building permits.

15.0 Breach by Lessee. Lessee shall comply with, perform and do each performance and thing required of Lessee herein and Lessee's failure to do so shall be a breach by Lessee of this Agreement.

16.0 Release of Claims. Lessee acknowledges that engaging in approved activities in the Premises creates inherent risks of damage to or loss of personal property, which risks are beyond the power of City to control. Lessee hereby waives and releases all claims of whatever nature that it may otherwise have against City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees for property damage or any other loss relating directly or indirectly to Lessee's use of the Premises pursuant to this Agreement and the license granted under it.

17.0 Liens. Lessee will not, directly or indirectly, create or permit to be created or to remain on or against the Premises or any part thereof, or any other City property, and will promptly discharge at its sole cost and expense, any mortgage, lien, encumbrance, charge on, or pledge of such Premises, or any improvements or fixtures thereon. Lessee will notify City promptly of any such lien or encumbrance which has been created on or attached to the Premises or any improvements or fixtures thereon, whether by act of Lessee or otherwise. Lessee may contest any lien or similar encumbrance provided that there is no threat of loss of title or other liability to City.

18.0 No Assignment. The license granted under this Agreement is personal to Lessee. It is not assignable and any attempt to assign said license will, notwithstanding any other provision of this Agreement, immediately terminate this Agreement and the license granted to Lessee under this

Agreement. Lessee will immediately remove its advertising displays and any other equipment, property, signs, effects or other things set-up, erected, installed or otherwise placed in or upon the Premises, and will yield up the Premises to City in the same condition as when they were first entered upon by Lessee pursuant to this Agreement. Upon Lessee's failure to do so, City may do so at the sole expense and cost of Lessee and Lessee agrees to reimburse City for such removal and/or restoration.

19.0 City Access to Premises. City may access the Premises at all times upon reasonable notice and in such manner as will minimize disruption to the extent reasonably practicable, for purposes of:

Performing maintenance, administering or enforcing this Agreement.

Performing City's regulatory, law enforcement and other governmental duties.

20.0 Indemnification. To the fullest extent permitted by law, the Lessee, its successors, assigns and guarantors, shall defend, indemnify and hold harmless the City, its 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, related to, arising from or out of, or resulting from any acts, errors, mistakes or omissions or negligent, reckless or intentional actions caused in whole or in part by the Lessee relating to or arising from work or Services in the performance of this Agreement and use of the premises, including but not limited to anyone that Lessee allows to access the Premises, 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 the Lessee's or subcontractor's agents or employees.

20.1. 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.

21.0 Insurance Representations and Requirements.

21.1. General. The Lessee agrees to comply with all applicable City ordinances and state and federal laws and regulations. Without limiting any obligations or liabilities of the Lessee, the Lessee 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 the City. Failure to maintain insurance as specified may result in termination of this Agreement at the City's option.

21.2. No Representation of Coverage Adequacy. By requiring insurance herein, the City does not represent that coverage and limits will be adequate to protect the Lessee. The City reserves the right to review any and all of 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 the Lessee from, nor be construed or considered a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

21.3. 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

are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.

21.4. 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.

21.5. 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. The Lessee shall be solely responsible for any deductible or self-insured retention amount. The City, at its option, may require the Lessee to secure payment of the deductible or self-insured retention by a surety bond or irrevocable and unconditional Letter of Credit.

21.6. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Lessee shall execute written agreements with its subcontractors containing the same Indemnification Clause and Insurance Requirements as stated in this Agreement protecting the City and the Lessee. The Lessee is responsible for executing the agreement with its subcontractors and obtaining Certificates of Insurance verifying the insurance requirements.

## 22.0 Evidence of Insurance.

Prior to using the Facility and on or before the annual anniversary date of this Agreement, the Lessee shall furnish the City with Certificate(s) of Insurance, or formal endorsements as required by this Agreement, issued by the Lessee'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, 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 contract number, the date of this Agreement and the Parties' names, and shall be sent to the designated City Contract Administrator and the City of Scottsdale Senior Real Estate Manager. All certificates required by this Agreement shall be sent directly to City of Scottsdale, Capital Projects Management-Real Estate, 7447 East Indian School Road, Suite 205, Scottsdale, AZ 85251, ATTN: Laurel Edgar, Real Estate Management Specialist, [ledgar@scottsdaleaz.gov](mailto:ledgar@scottsdaleaz.gov), FAX: 480-312-7971. The certificate of insurance shall include the COS contract number. City reserves the right to require complete, certified copies of all insurance policies and endorsements required at any time. Certificates of Insurance submitted without referencing the appropriate contract number and reference to 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 the Lessee's responsibility to forward renewal Certificates within ten (10) days after the renewal date containing all the aforementioned insurance provisions.

22.1. Certificates shall contain the specific provisions that follow:

22.1.1. City of Scottsdale, its agents, representatives, officers, directors, officials and employees is an Additional Insured under the following policies:

22.1.2. Commercial General Liability

22.1.3. Auto Liability

22.1.4. Workman's Compensation

22.1.5. Excess Liability - Follow Form to underlying insurance as required.

22.2. The Lessee's insurance shall be primary insurance as respects performance of subject agreement.

22.3. All policies, except Professional Liability, if applicable, 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 the Lessee under this Agreement.

22.4. If the Lessee receives notice that any of the required policies of insurance are materially reduced or cancelled, it will be the Lessee's responsibility to provide prompt notice of same to the City, unless such coverage is immediately replaced with similar policies.

23.0 Required Coverage.

23.1. Commercial General Liability. The Lessee 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 service or use that involves 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.

23.2. Professional Liability. If the Lessee or any of the Lessee's employees or subcontractors are licensed professionals, the Lessee shall maintain Professional Liability insurance covering errors and omissions arising out of the work or services performed by the Lessee, or anyone employed by the Lessee, or anyone for whose acts, mistakes, errors and omissions the Lessee is legally liable, with an unimpaired liability insurance limit of \$1,000,000 each claim and \$2,000,000 all claims.

23.3. Automobile Liability. If vehicles are used by the Lessee in connection with use of the Premises, the Lessee shall maintain Business Automobile Liability insurance with a limit of \$1,000,000 each occurrence on the Lessee's owned, hired, and non-owned vehicles assigned to or used in use of the premises. If vehicles are not used by the Lessee in connection with use of the Premises, 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.

23.4. Workman's Compensation. If the Lessee has employees, the Lessee shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the Lessee's employees engaged in the Use 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.

23.5. Insurance No Limitation on Indemnification. Insurance provisions set forth in this license are separate and independent from the indemnity provisions of this license and will not be construed in any way to limit the scope and magnitude of the indemnity provisions. The indemnity provisions of this paragraph will not be construed in any way to limit the scope and magnitude and applicability of the insurance provisions.

23.6. Compliance With Law. Lessee agrees that it will strictly comply with any and all statutes, laws, ordinances and regulations of the United States, the State of Arizona, the County of Maricopa and City, now in force or which may hereafter be in force, which in any manner affect this Agreement or the license granted under it.

23.7. Contract Administrator. The Contract Administrator for City will be Jackie Contaldo, Downtown Specialist, Tourism & Events Department, who will be authorized to represent City on all matters relating to the performance of this Agreement.

24.0 General Provisions.

24.1. Notices. All notices, waivers, demands, requests and other communications required or permitted by this Agreement (collectively, "Notices"), to be effective, will be in writing and will be given by (a) personal delivery, (b) established overnight commercial courier with delivery charges prepaid or duly charged, or (c) registered or certified mail, return receipt requested, first class postage prepaid, to the addresses set forth below, or to any other address or addresses as any party entitled to receive notice under this Agreement will designate, from time to time, by notice given to the others in the manner provided in this section:

To Lessee: Dave Alford  
Parada del Sol, Inc.  
5245 E. Charter Oak  
Scottsdale, AZ 85254

To City: City of Scottsdale  
Contract Administrator  
Downtown Specialist  
7506 E. Indian School Road  
Scottsdale, Arizona 85251  
jcontaldo@scottsdaleaz.gov

With copy to: City of Scottsdale  
Office of the City Attorney  
3939 N. Drinkwater Blvd.  
Scottsdale, Arizona 85251

With copy to: City of Scottsdale  
Senior Real Estate Manager  
7447 E. Indian School Rd. Suite 205  
Scottsdale, Arizona 85251  
mwest@scottsdaleaz.gov

Notices given by personal delivery will be considered to have been received upon tender to the respective party. Notices given by overnight courier will be deemed to have been received the next business day after delivery to such overnight commercial courier. Notices given by certified or

registered mail will be deemed to have been received on the third day after deposit into the United States Postal System.

24.2. Applicable Law. The laws of the State of Arizona will govern the interpretation and enforcement of this Agreement.

24.3. Attorneys' Fees and Court Costs. In the event that either City or Lessee will commence an action to enforce the terms and conditions of this Agreement or to obtain damages against the other party arising from any default under or violation of this Agreement, then the prevailing party will be entitled to and will be paid all court costs and reasonable attorneys' fees as determined by the court.

24.4. Severability. If any provision of this Agreement will be adjudged invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.

24.5. Waiver. The waiver by either party of the enforcement or performance of any provision of this Agreement will not affect in any way the full right or obligation with respect to such provision at any time thereafter. Nor will the waiver by either party of a breach of any provision constitute a waiver of the provision itself, or of any other provision of this Agreement.

24.6. Amendments. All amendments of the provisions of this Agreement must be in writing and signed by the appropriate authorities of City or Lessee. Amendments that only expand the area Licensee may use as depicted in Exhibit A or change the due date of any event in 60 day increments may be done administratively and are not required to be approved by the City Council.

24.7. Relationship Created. The parties specifically acknowledge and agree that the sole and exclusive relationship between the parties is that of licensor and Lessee. Nothing contained within this Agreement will be deemed or construed to create a partnership, joint venture, principal and agent, landlord and tenant, or any other relationship between the parties. Notwithstanding any of the terms and conditions of this Agreement, or the acts or omissions of the parties that may occur after its execution, this Agreement will always be construed and deemed to be a revocable license, and under no circumstances will this license be construed to be either an executed license or a license coupled with an interest.

24.8. Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties, subject, however, to the restrictions on assignment contained herein.

24.9. Third Party Beneficiaries. No term or provision of this Agreement is intended to, or will, be for the benefit of any person or entity not a party hereto, and no such other person or entity will have any right or cause of action hereunder.

24.10. Joint Participation in Negotiation of Agreement. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement will be construed as if drafted jointly by the parties, and no presumption or burden of proof will arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

24.11. References to Law. Any reference to any federal, state, local or foreign statute, law or ordinance will be deemed also to refer to all rules and regulations promulgated thereunder, unless

the context requires otherwise. The word "including" will mean including without limitation.

24.12. Headings. Captions and headings in this Agreement are solely for ease of reference and do not constitute a part of this Agreement.

24.13. Calendar Days. Unless otherwise indicated, any reference to a period of days will mean calendar days (e.g., "14 days" will mean 14 calendar days).

24.14. Counterparts. This Agreement may be executed in counterparts, and each counterpart executed by any of the undersigned, together with all other counterparts so executed, will constitute a single instrument and agreement of the undersigned.

24.15. Authority. The parties represent to each other that the undersigned have full power and authority to enter into this Agreement on behalf of the entity for which each has signed and that all necessary actions have been taken to give full force and effect to this Agreement.

24.16. Cancellation. This Agreement is subject to cancellation pursuant to the conflict of interest provisions of A.R.S. § 38-511.

24.17. Entire Agreement. This Agreement contains the entire agreement and understanding between the parties. There are no promises, agreements, conditions, undertakings, understandings, warranties, covenants or representations, oral or written, express or implied, between them with respect to this Agreement or the license granted under it, other than as set forth in this Agreement. Any prior representations or agreements with respect to the subject matter of this Agreement are of no effect and void.

24.18. Survival of Liability. All obligations of Lessee hereunder and all warranties and indemnities of Lessee hereunder will survive termination of this Agreement for any reason.

24.19. Parking. The Lessee will park in compliance with all current and future laws and regulations. City is providing no dedicated parking for the Lessee as a part of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

**PARADA DEL SOL, INC.,**  
**An Arizona non-profit corporation**

By:   
Dave Alford, President

**CITY OF SCOTTSDALE**

By: \_\_\_\_\_  
W.J. "Jim" Lane, Mayor

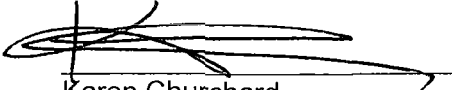
ATTEST:


By: \_\_\_\_\_  
Carolyn Jagger, City Clerk

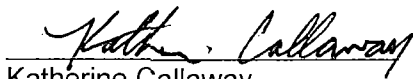


REVIEWED AND APPROVED:

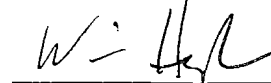
  
\_\_\_\_\_  
Jackie Contaldo  
Downtown Specialist  
Contract Administrator

  
\_\_\_\_\_  
Karen Churchard  
Tourism and Events Director

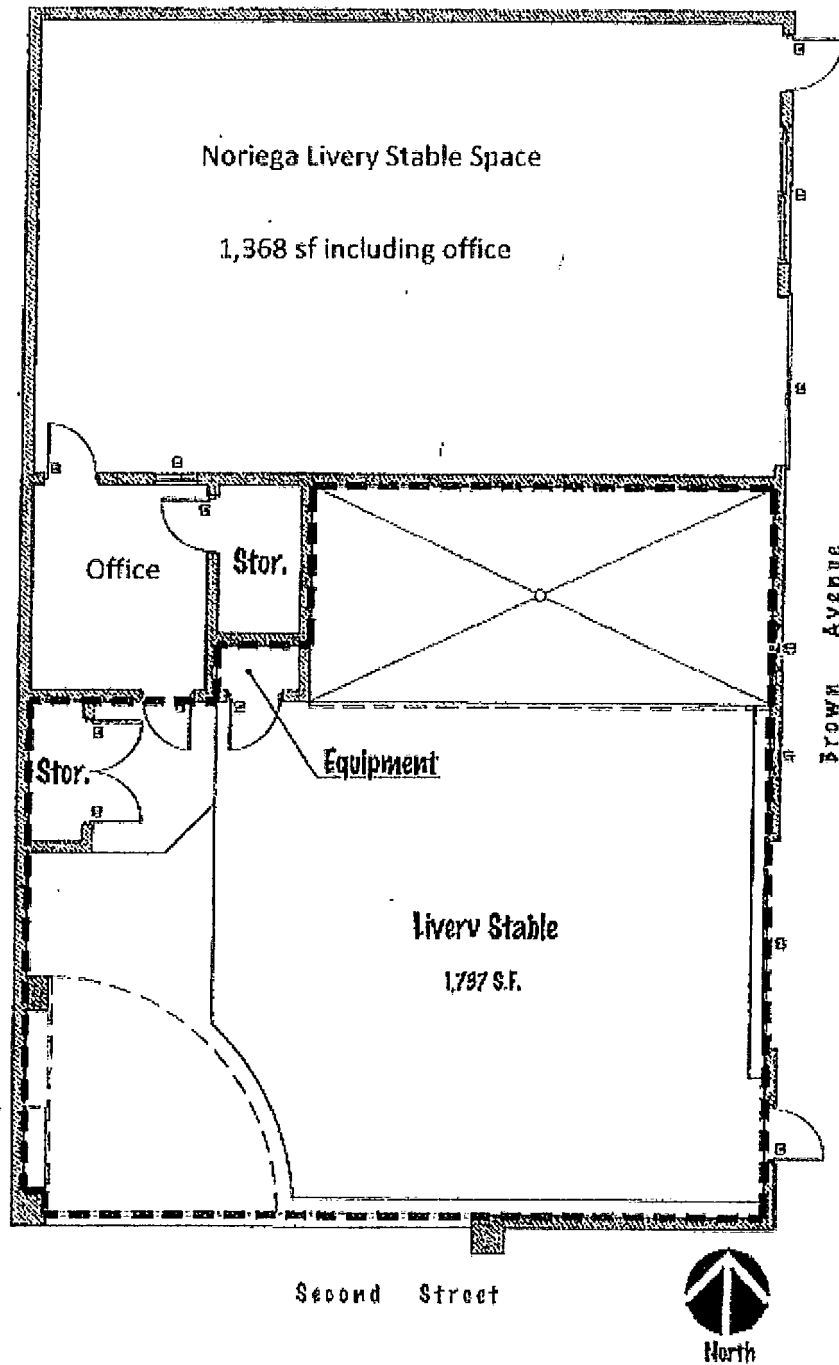
  
\_\_\_\_\_  
Daniel J. Worth  
Public Works Director

  
\_\_\_\_\_  
Katherine Callaway  
Risk Management Director

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bruce Washburn, City Attorney  
By: William Hylen  
Senior Assistant City Attorney

NORIEGA LIVERY STABLE  
3806 N. Brown Avenue, Scottsdale



Parada del Sol Old Town Scottsdale Rodeo  
Museum

	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19
<b>Website Analytics</b>												
Sessions												
Percentage of New Visits												
Avg Session Duration												
Bounce Rate												
Top 5 Cities	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.	1. 2. 3. 4. 5.
<b>eNewsletter</b>												
Signups												
<b>Visitors</b>												
Museum Visitors												
<b>Hours</b>												
Hours Open												
<b>Inquiries</b>												
Phone Calls												
Emails												
<b>Staffing</b>												
Paid Staff Hours												
Volunteer Hours												
<b>Exhibit Rotation; min 1x year</b>												
Exhibit Name												
Exhibit Details												
<b>Programming; min 12x year</b>												
Program Name (A)												
Program Details (A)												
Program Name (B)												
Program Details (B)												
Program Name (C)												
Program Details (C)												
<b>Advertising</b>												
To come from Parada de Sol												
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