AGREEMENT NO. 082013
BETWEEN
GILA COUNTY
AND
THE GLOBE HIGH SCHOOL ALUMNI ASSOCIATION

THIS AGREEMENT is made and entered into effective this 21st day of August, 2013, by and between Gila County, hereinafter referred to as "County" and the Globe High School Alumni Association, hereinafter referred to as "the GHSAA".

RECITALS

WHEREAS, the parties desire to enter into an agreement whereby Gila County will provide the use of three hundred (300) chairs and thirty (30) tables, owned by Gila County, for the use of the GHSAA Hall of Fame Alumni Dinner to be held on September 23, 2013; and

WHEREAS, pursuant to A.R.S. § 11-254.04, the County may expend public money for and in connection with economic development activities; and

WHEREAS, The County has determined that providing the use of table and chairs for the GHSAA Hall of Fame Alumni dinner will assist in the creation or retention of jobs or will otherwise improve or enhance the economic welfare of the inhabitants of the county by drawing visitors from outside of Gila County to attend the dinner.

SCOPE

NOW, THEREFORE, in consideration of the mutual promises contained in this agreement, and of the mutual benefits to result therefrom, the parties agree as follows:

1. Gila County, will provide three hundred (300) chairs and thirty (30) tables to the GHSAA for use in their Hall of Fame Alumni dinner to be held on September 23, 2013;

2. The GHSAA will provide the labor and transportation to pick up the tables and chairs from Gila County, set them up for their use at the dinner, take them down upon completion of the event, and return them to Gila County.

3. Notices
All notices or demands upon any party to this agreement shall be in writing, unless other forms are designated elsewhere, and shall be delivered in person or sent by mail addressed as follows:

Globe High School Alumni Association
Attn: Tom Vineyard
453 E. Maple Street
Globe, Arizona 85501

Gila County Board of Supervisors
Attn: Don McDaniel, Jr.
1400 E. Ash Street
Globe, Arizona 85501

GENERAL TERMS

1. Indemnification: The GHSAA shall indemnify, defend and hold harmless, the County, its officers, employees, and agents from and against any and all suits, actions, legal administrative proceedings, claims or demands and costs attendant thereto, arising out of any act, omission, fault of negligence by Gila County, its agents, employees or anyone under its direction or control or on its behalf in connection with performance of this Agreement.

2. Termination: Either party may, at any time and without cause, cancel this Agreement by providing 30 days written notice to the other party.

3. Cancellation: This Agreement may be canceled pursuant to the provisions of A.R.S. §38-511. The parties hereby acknowledge notice of A.R.S. §38-511 which provides for cancellation of contracts for violation of the conflict of interest statute.

4. Compliance with All Laws: The parties shall comply with all federal, state and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. Any changes in the governing laws, rules and regulations during the term of this agreement shall apply but do not require an amendment.

5. Entire Agreement: This document constitutes the entire agreement between the parties pertaining to the subject matter hereof, and all prior or contemporaneous agreements and understandings, oral or written, are hereby superseded and merged herein. This Agreement may be modified, amended, altered or extended only by a written amendment signed by the parties.

IN WITNESS THEREOF, the parties to this Agreement No. 082013 have caused their names to be affixed hereto by their proper offices on the date indicated above.

GILA COUNTY

Don E. McDaniel, Jr.
County Manager

GLOBE HIGH SCHOOL ALUMNI ASSOCIATION

Tom Vineyard
Chairman

GILA COUNTY

USE OF EQUIPMENT

WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Waiver: In consideration of permission to use the equipment and/or services of Gila County, I, for myself, my heirs, personal representatives or assigns and as a duly authorized representative of the **Globe High School Alumni Association do hereby release, waive, discharge, and covenant not to sue** Gila County and any and all of its trustees, directors, officers, employees, and agents **from any and all claims including the negligence of the Globe High School Alumni Association** resulting in personal injury, accidents or illnesses (including death), and damage to property arising from, but not limited to, participation in activities, classes, observation, and use of equipment at the Globe Hall of Fame Alumni dinner, on September 23, 2013.

Assumption of Risk: This use of Gila County's equipment and/or services carries with it certain inherent dangers and risks that cannot be eliminated regardless of the care taken to avoid injuries, accidents or illnesses, (including death), and damage to property. The Globe High School Alumni Association is aware of these risks.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by Gila County at the Globe Hall of Fame Alumni Dinner. **I hereby assert that my participation and the participation of the Globe High School Alumni Association is voluntary and that I and the Globe High School Alumni Association knowingly assume all such risks.**

Indemnification and Hold Harmless: The Globe High School Alumni Association further agrees to **indemnify and hold Gila County harmless** from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorneys' fees brought as a result of my use of Gila County's equipment, and to reimburse them for any such expenses incurred.

Severability and Choice of Law: The Globe High School Alumni Association further expressly agrees that the foregoing agreement is intended to be as broad and inclusive as is permitted by Arizona law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I further agree that this Release shall be governed for all purposes by Arizona law, without regard to such law on choice of law.

Acknowledgment and Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, for and in behalf of the Globe High School Alumni Association and I fully understand its terms, and **understand that the Globe High School Alumni Association is giving up substantial rights, including its right to sue.** I acknowledge that the Globe High School Alumni Association has authorized me to sign this agreement on its behalf freely and voluntarily and the Globe High School Alumni Association **intends my signature to be a complete and unconditional release of all liability.**

Tom Vinyard

Signature of User

Tom Vinyard

Print Name