

GRAND JUNCTION COMMISSION ON ARTS AND CULTURE AGREEMENT

This AGREEMENT is made and entered into this 24th day of February 2022, by and between the CITY OF GRAND JUNCTION COMMISSION ON ARTS AND CULTURE, hereinafter referred to as the Commission, and the COLORADO NONPROFIT DEVELOPMENT CENTER DBA WE CREATE HEART, referred to as the Contractor. This contract end date is March 31, 2023.

1. EVENT/PROJECT/PROGRAM

The Contractor agrees to furnish all necessary efforts including artistic, technical, administrative, professional, and other labor, all supplies, materials, equipment, venue and facilities, and any other resources required to accomplish, facilitate, and stage the event, project, or program described in the application form. The Contractor agrees to execute and complete the event, project, or program according to the manner, information, and overall budget as set forth in the application, which shall be attached to and is part of this AGREEMENT.

For the Enchanted Planet program 2022 the Commission agrees to donate to the Contractor the sum of \$3,500.00 (Three Thousand Five Hundred Dollars).

2. INSURANCE

The Contractor agrees to secure and maintain adequate insurance as reasonably required by the activities of the Contractor, as well as worker's compensation insurance when applicable.

3. TAXES, LICENSES, AND COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Contractor promises that the event, project, or program funded under this agreement shall comply with applicable Federal, State, and City laws, rules, and regulations, including all applicable trademark and copyright laws, rules, regulations and codes. The Contractor agrees to pay, when they are due, all taxes, fees and charges applicable to the event, project, or program funded under this agreement, and to obtain and keep current all required licenses and permits.

4. TERMINATION UPON DEFAULT

This agreement may be terminated by the Commission upon default of the Contractor on any of the terms and conditions contained herein or those contained in the application form, which is a part of this AGREEMENT, and following written notice of such default and termination to the Contractor, the Contractor shall immediately deliver to the Commission all funds paid to them by the Commission for this event, project, or program.

5. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the City of Grand Junction, and the Commission on Arts and Culture thereof, and the officers, agents, and employees of both, from and against any and all loss of, or damage to, property, or injuries to, or death of any person or persons, and shall indemnify and hold harmless the City and the Commission, their respective officers, agents, and employees from any and all claims, suits, damages, costs, expenses, liabilities, actions or proceedings arising out of the Contractor's activities and/or the Contractor's negligence and including acts and omissions of the Contractor's officers, employees and representatives. The Contractor's obligation to indemnify and hold

harmless the City and the Commission, their respective officers, agents, and employees under this paragraph shall not apply to liability or damages resulting from the sole negligence of the City or the Commission, or the officers, agents, and employees of each. This paragraph shall survive the expiration of this AGREEMENT.

6. INSPECTION OF RECORDS

The Commission shall have the right, at no cost and at any reasonable time, to audit, examine, and copy the Contractor's records, receipts, ledgers, and licenses related to the event, project, or program funded under this AGREEMENT. The Contractor shall retain these records for three years after the completion of the project.

7. DISPUTE RESOLUTION

Disputes arising under or related to this AGREEMENT or the funding which is the subject of this AGREEMENT shall be resolved by mediation by the Commission. If mediation is unsuccessful, the parties expressly reserve the right to arbitrate or file a cause of action pursuant to the Colorado Rules of Civil Procedure. The parties hereby agree that they shall have, in good faith, made their best efforts to mediate a solution as a precondition to other action being taken. Venue shall be in Mesa County.

8. SEVERABILITY

In the event any of the provisions, or applications thereof, of this AGREEMENT are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

9. SPONSORSHIP CREDIT, PUBLIC DISCLOSURES, EVENT TICKETS, and PROMOTIONS

The Contractor shall include the Grand Junction Commission on Arts and Culture Commission's name and/or logo in any printed materials or published list of donors in all programs, brochures, or posters. If the activity being funded is an event, the Contractor shall furnish at least two tickets to the Commission at no charge. The Contractor is required to supply the Commission with promotional materials and photos.

10. FINAL REPORT

Within sixty (60) days following completion of the event/project/program the Contractor shall provide the Commission with a FINAL REPORT, in a form provided by the Commission, which details the actual revenues and expenditures incurred, and any other pertinent information requested by the Commission. Contractor will schedule a time to present to the Commission a creative summation of their project.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed:

CITY OF GRAND JUNCTION

CONTRACTOR:

COMMISSION ON ARTS AND CULTURE:

Marlene Godsey
Marlene Godsey, Recreation Coordinator

Date: 2/24/2022

DocuSigned by:



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Chief Operating Officer

Organization President/Chair/Executive Director

Date: 02/24/2022 | 4:29 PM MST