

CITY COUNCIL REPORT



Meeting Date: July 1, 2026
 General Plan Element: *Economic Vitality*
 General Plan Goal: *Sustain Scottsdale as a tourist destination*

ACTION

Hospitality and Promotional Agreement with Experience Scottsdale and Fiesta Sports Foundation. Adopt Resolution No. 13734 authorizing Contract No. 2026-122-COS with Scottsdale Convention & Visitors Bureau, Inc. dba Experience Scottsdale and Fiesta Sports Foundation for hospitality, promotional, tourism, and destination marketing services associated with Fiesta Sports Foundation events.

BACKGROUND

The City of Scottsdale, Experience Scottsdale, and Fiesta Sports Foundation have maintained a long-standing relationship that has supported tourism, hospitality, destination awareness, and economic activity in Scottsdale. Fiesta Sports Foundation events and activities, including the Fiesta Bowl and Cactus Bowl, generate hotel stays, visitor spending, national and regional media attention, and destination exposure during a period of significant visitor demand.

The proposed Agreement has a three-year term, with an optional three-year extension. While the initial commitment is three years, the extension framework recognizes the long-term nature of the College Football Playoff "New Year's Six" bowl game structure and provides the parties with an opportunity to align the partnership with future semifinal and quarterfinal rotations. The agreement formalizes each party's role and ties payments to measurable tourism, economic development, and destination branding outcomes, subject to annual appropriation and performance review, adjustment, and termination provisions.

ANALYSIS & ASSESSMENT

Under the proposed agreement, Fiesta Sports Foundation is required to ensure a minimum of 2,200 verified, contracted room nights annually in Scottsdale hotels and resorts that pay bed tax to the City. Qualifying room nights may be associated with the Fiesta Bowl, Cactus Bowl, bowl teams, bands, media, affiliated groups, and other Fiesta Sports Foundation-controlled, secured, or sponsored events.

The parties acknowledge that Scottsdale hotels and resorts may not be able to accommodate the full lodging demand generated by Fiesta Sports Foundation events and related activities. Room

Action Taken _____

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nights in Paradise Valley hotels and resorts that are members of Experience Scottsdale must be reported and may count toward the incentive payment calculation. Paradise Valley room nights do not count toward the annual minimum requirement of 2,200 Scottsdale room nights.

The Agreement is structured as a performance-based tourism and promotional agreement and is not unrestricted operating support. For each year that Fiesta Sports Foundation provides at least 2,200 qualifying Scottsdale room nights, the City will pay Fiesta Sports Foundation \$275,000 and Experience Scottsdale will pay Fiesta Sports Foundation \$75,000, for a total annual base payment of \$350,000.

For verified room nights between 2,201 and 3,000, Experience Scottsdale will pay an additional incentive of \$250 per room. Qualifying Scottsdale and Paradise Valley room nights may be included in calculating this incentive payment. Neither the City nor Experience Scottsdale is required to pay Fiesta Sports Foundation more than \$275,000 in any single fiscal year.

If Fiesta Sports Foundation provides fewer than 2,200 qualifying Scottsdale room nights, the City may, in its sole reasonable discretion, reduce its payment on a pro-rata basis proportionate to the reduction in documented room nights.

Fiesta Sports Foundation must make reasonable business efforts to collaborate with the City's Senior Director of Economic Development and Tourism and Senior Director of Parks and Recreation to identify and create a new event in Scottsdale that demonstrates measurable out-of-market visitation and documented room-night production. Fiesta Sports Foundation must also collaborate annually with the City and Experience Scottsdale on tourism-driven marketing initiatives intended to increase out-of-state visitation and extend visitor stays.

The Agreement establishes specific marketing and destination-branding deliverables. Fiesta Sports Foundation must include the City of Scottsdale logo in the official Fiesta Bowl game program and team manual, provide City logo placement in at least two designated digital assets, and include Scottsdale references in at least two national or regional media communications. Fiesta Sports Foundation must also incorporate Scottsdale destination messaging into selected event marketing materials and collaborate on creator campaigns, Fiesta Bowl Museum promotion, and destination recognition during marquee events and hospitality experiences.

Fiesta Sports Foundation will provide an annual hospitality allocation to the City, including 24 Fiesta Bowl tickets with pregame hospitality and 12 parking passes, 20 Cactus Bowl tickets with pregame hospitality and 10 parking passes, priority access to purchase National Championship Game tickets subject to availability, and up to 20 tickets annually for Fiesta Sports Foundation-controlled public events hosted in Scottsdale.

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The City may provide in-kind support with an estimated market value not to exceed \$150,000 annually unless otherwise approved by City Council. In-kind support may include access to City-owned or City-controlled outdoor advertising assets, tourism-focused marketing communications, activation opportunities, facility use, fee reductions, permitting coordination, and police or operational.

All in-kind support is subject to availability, City policies, operational capacity, public safety requirements, existing contractual obligations, applicable fee schedules, and annual documentation. The agreement does not grant Fiesta Sports Foundation automatic fee waivers, exclusive booking rights, preferential facility access, or guaranteed City services.

Fiesta Sports Foundation may request use of City facilities, including Scottsdale Civic Center, Scottsdale Stadium, WestWorld, Western Spirit: Scottsdale's Museum of the West, Indian School Park and other athletic facilities, and designated public spaces. The Agreement does not grant Fiesta Sports Foundation automatic fee waivers, preferential facility access, exclusive booking rights, or guaranteed City services.

The City and Experience Scottsdale will assist in identifying appropriate Scottsdale practice facilities for visiting teams, subject to availability, scheduling policies, maintenance considerations, and cost recovery requirements. Police transport assistance for College Football Playoff or NCAA-required team movements originating within Scottsdale may be provided subject to advance scheduling, staffing availability, operational capacity, public safety priorities, cost recovery requirements, and the annual in-kind cap.

Fiesta Sports Foundation must submit an Annual Compliance Report to the City by March 1 documenting compliance for the applicable April 1 through March 31 reporting year. The first report is due March 1, 2027. The report must document Scottsdale and Paradise Valley room nights separately, marketing and brand-integration deliverables, hospitality benefits, collaboration activities, and any City-provided in-kind support. The form of Annual Compliance Report is incorporated into the Agreement as Exhibit A.

The City will conduct a mid-term performance review before the fourth year of the Agreement. Following the review, the parties will meet and confer regarding Fiesta Sports Foundation's performance and any proposed changes to payments, in-kind support, performance measures, or other agreement terms. If the parties cannot agree on proposed modifications, any party may terminate the Agreement upon 90 days' written notice.

RESOURCE IMPACTS

The City's annual cash commitment is performance-based and will be paid from the Tourism Development Fund, subject to annual appropriation. The adopted FY 2026/27 budget contemplated

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an agreement with Fiesta Sports Foundation, and sufficient budget authority is included for the City's obligations under the proposed agreement.

If Fiesta Sports Foundation provides at least 2,200 verified, contracted Scottsdale room nights, the City will pay \$275,000 annually. If Fiesta Sports Foundation provides fewer than 2,200 qualifying Scottsdale room nights, the City may reduce the payment on a pro-rata basis. The City's maximum annual cash exposure is \$275,000.

Experience Scottsdale will pay \$75,000 annually upon achievement of the 2,200-room-night minimum and may pay an additional \$250 for each verified room night between 2,201 and 3,000. Experience Scottsdale's maximum annual cash exposure is \$275,000.

The City may also provide in-kind support with an estimated market value capped at \$150,000 annually unless otherwise approved by City Council. All City-provided in-kind support will be documented through the annual compliance reporting process.

The Agreement is intended to generate measurable tourism and economic benefits through verified room nights, visitor activity, destination marketing, brand exposure, and event-related promotion.

STAFF RECOMMENDATION

Adopt Resolution No. 13734 authorizing Contract No. 2026-122-COS with Scottsdale Convention & Visitors Bureau, Inc. dba Experience Scottsdale and Fiesta Sports Foundation for hospitality, promotional, tourism, and destination marketing services associated with Fiesta Sports Foundation-controlled events.

RESPONSIBLE DEPARTMENT

Tourism & Events

STAFF CONTACT

Kevin Burke, Senior Director Economic Development & Tourism, 480-312-2533,
kburke@scottsdaleaz.gov

APPROVED BY

Scott Selin

6/18/26 13:15 MST

Scott Selin
Budget Director
(For Financial Policies Compliance and Budget Appropriation)
480-312-2603, sselin@scottsdaleaz.gov

Date

Kevin Burke

6/18/26 13:24 MST

Kevin Burke
Senior Director Economic Development & Tourism
480-312-2533, kburke@scottsdaleaz.gov

Date

Judy Doyle

6/18/26 12:56 MST

Judy Doyle
Deputy City Manager
480-312-2691, jdoyle@scottsdaleaz.gov

Date

Greg Caton

6/18/26

Greg Caton
City Manager
480-312-2850, gcaton@scottsdaleaz.gov

Date

Attachments

1. Resolution No. 13734
2. Contract No. 2026-122-COS

RESOLUTION NO. 13734

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AGREEMENT NO. 2026-122-COS, A HOSPITALITY AND PROMOTIONAL AGREEMENT WITH EXPERIENCE SCOTTSDALE AND FIESTA SPORTS FOUNDATION TO SUPPORT THE FIESTA AND CACTUS BOWLS AND RELATED EVENTS.

WHEREAS, the City of Scottsdale ("City"), Experience Scottsdale and Fiesta Sports Foundation ("FSF") desire to enter into Contract No. 2026-122-COS related to support of the Fiesta and Cactus Bowls and related events ("Events"); and

WHEREAS, the Agreement is for a six-year term with a mid-term performance review occurring prior to the fourth year of the Agreement, after which any party may terminate the agreement if the parties are unable to agree on any contract modifications resulting from the mid-term review; and

WHEREAS, the City desires to provide funds and other support for the Events, along with Experience Scottsdale also providing funds and support, in exchange for FSF providing certain deliverables to the City; and

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

Section 1. The City Council authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2026-122-COS with Experience Scottsdale and FSF.

PASSED AND ADOPTED by the Council of the City of Scottsdale, Maricopa County, Arizona this ____ day of _____, 2026.

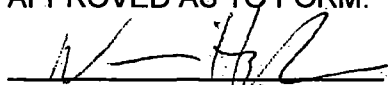
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:



Luis E. Santaella, City Attorney
By: William Hylén
Deputy City Attorney

Hospitality and Promotional Agreement

THIS AGREEMENT is made and entered into this ___ day of _____, 2026, by and between the City of Scottsdale, a municipal corporation, (the "City"), Scottsdale Convention & Visitors Bureau, Inc., dba Experience Scottsdale, an Arizona non-profit corporation ("Experience Scottsdale"), and Fiesta Sports Foundation, an Arizona non-profit corporation ("FSF").

WITNESSETH

- A. The Fiesta Sports Foundation and the Scottsdale community have had a long, mutually beneficial relationship.
- B. The City, Experience Scottsdale and FSF desire to enter into an Agreement whereby FSF guarantees certain deliverables, including that a minimum number of rooms will be occupied in Scottsdale and Paradise Valley in connection with the FSF events and activities, including the Fiesta Bowl and Cactus Bowl, in exchange for monetary and in-kind support by the City and Experience Scottsdale.
- C. This Agreement is intended to benefit the City and Experience Scottsdale by promoting measurable tourism, economic development and destination branding benefits for the City of Scottsdale.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. **TERM.** The term of this Agreement is from July 1, 2026, through June 30, 2032, subject to earlier termination under Section 5 of this Agreement.

2. **FSF'S DELIVERABLES.** FSF shall do the following during the entire term of this Agreement:

2.1 FSF shall ensure a minimum of 2,200 room nights (as defined in Section 3) annually in resorts and hotels that pay bed tax to the City, including but not limited to, bowl team, band, media and affiliated group stays and attendees of other FSF controlled, secured or sponsored events. The City, FSF, and Experience Scottsdale acknowledge that resorts and hotels that pay bed tax to the City may not be able to accommodate the full lodging demand generated by the events and related activities. To the extent lodging demand exceeds available capacity within the City, the parties recognize that such excess demand may be accommodated by resorts and hotels located in Paradise Valley that are members of Experience Scottsdale; provided, however, that such Paradise Valley room nights shall count towards achievement of incentive payments under subsection 3.3, but shall not count toward FSF's annual minimum Room Night obligation under subsection 3.2.

2.2 FSF shall make all reasonable business efforts to collaborate with the City's Senior Director of Economic Development and Senior Director of Parks and Recreation to identify and create a new event to occur within the City of Scottsdale that demonstrates measurable out-of-market visitation and documented room night production.

2.3 FSF shall make all reasonable business efforts to collaborate annually with the City and Experience Scottsdale on tourism-driven marketing initiatives intended to increase out-of-state visitation and extend visitor stays. Such initiatives may include, but not be limited to, co-branded

feeder market campaigns, collaboration on influencer campaigns, digital content integration across web platforms, and development of a co-branded Scottsdale Fan Guide or similar tourism-focused marketing materials.

2.3.1 All marketing initiatives under this subsection shall be subject to written agreement by the parties (which approval shall not be unreasonably conditioned, withheld, or delayed), annual marketing planning by the parties, and shall reasonably align with the City's tourism objectives.

2.4 FSF shall provide annually by March 1 a report to the City that documents FSF's compliance with the terms of this Agreement for the calendar year April 1 through March 31, including documented evidence of room night requirements under subsection 2.1 and if applicable, subsections 3.2, 3.3, and 3.4; and satisfaction of the requirements of Section 2.5. The first such report shall be due March 1, 2027 for the year commencing April 1, 2026 and ending March 31, 2027. The form of Annual Compliance Report is incorporated into this agreement as Exhibit A.

2.5 Enhanced Marketing and Brand Integration. FSF shall annually include Scottsdale branding and destination recognition in marketing materials, media communications, and digital content associated with FSF-controlled events, consistent with mutually agreed branding guidelines. At a minimum, FSF shall:

2.5.1 Include City of Scottsdale logo in official Fiesta Bowl game program and team manual.

2.5.2 Provide visible City of Scottsdale logo placement in not less than two designated digital assets.

2.5.3 Include Scottsdale references where appropriate, but in not less than two national and regional media communications.

2.5.4 Include Scottsdale destination messaging and branding in select event marketing materials, digital advertising, social media content, email communications, and event collateral, subject to available inventory and mutually agreed-upon guidelines.

2.5.5 Collaborate on mutually beneficial creator campaigns that authentically showcase both Fiesta Sports Foundation events and the Scottsdale destination experience. Opportunities may include coordinated creator itineraries, hosted experiences, local business features, and destination storytelling throughout bowl season and other key events.

2.5.6 Feature Scottsdale promotion at Fiesta Bowl Museum during bowl season.

2.5.7 Provide not less than two opportunities for Scottsdale destination recognition during marquee FSF events and experiences, including hospitality programs, fan-facing activations, VIP experiences, and tourism-related programming, where feasible.

2.6 Hospitality Benefits. FSF shall provide an annual hospitality allocation to the City, including at a minimum:

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2.6.1 Twenty-Four (24) Fiesta Bowl tickets, inclusive of pregame hospitality and twelve (12) parking passes.

2.6.2 Twenty (20) Cactus Bowl tickets, inclusive of pregame hospitality, and ten (10) parking passes.

2.6.3 Priority access to purchase National Championship Game tickets, subject to availability.

2.6.4 Up to twenty (20) tickets annually for FSF-controlled public events hosted in Scottsdale.

2.7 Sports and Event Bid Collaboration. FSF shall make all reasonable business efforts to collaborate with the City and Experience Scottsdale in identifying and evaluating sports and entertainment event opportunities that align with Scottsdale's tourism objectives. Such collaboration shall be non-exclusive and advisory in nature. If FSF assistance rises to the level of contracted services, a separate written agreement establishing the terms of engagement will be required. Final decisions regarding event pursuit, resource allocation, and contractual commitments are exclusively at the discretion of the City.

3. ROOM NIGHT THRESHOLDS AND PAYMENTS. Subject to adjustment in years 4, 5 and 6 as set forth in Section 5 of this Agreement, City and Experience Scottsdale shall make the following payments annually during the term of the Agreement:

3.1 For the purposes of Subsection 2 and this Section 3, "room nights" means verified, contracted room nights in hotels or resorts that pay bed tax to the City of Scottsdale that are occasioned by a group booking for the Fiesta Bowl, Cactus Bowl or another FSF-controlled, secured, or sponsored event. As used herein a "room night" is one hotel or resort room purchased for one night. Room nights shall include contracted room nights in hotels or resorts in Paradise Valley for purposes of calculating FSF's achievement of incentive payment room night thresholds of Section 3.3.

3.2 For each fiscal year during the term that FSF provides not less than 2,200 room nights required by subsection 2.1 of this Agreement, the City shall pay to FSF Two Hundred Seventy-Five Thousand Dollars (\$ 275,000) and Experience Scottsdale shall pay to FSF Seventy-Five Thousand Dollars (\$75,000). Such payments are due annually by March 31. If FSF's documented room nights are below 2,200, the City may, at its sole reasonable discretion, make a reduced payment on a pro-rata basis to FSF, proportionate to the reduction in booked room nights for the applicable period.

3.3 If FSF provides between 2,201-3,000 room nights, during a fiscal year, then in addition to the payment specified in subsection 3.2, Experience Scottsdale shall pay to FSF an additional incentive payment of Two Hundred Fifty Dollars (\$250) per room.

3.4 For the avoidance of doubt, neither City nor Experience Scottsdale shall be required to pay FSF more than Two-Hundred Seventy-Five Thousand Dollars (\$275,000) under Section 3 in any single fiscal year during the term of this Agreement.

4. IN-KIND SUPPORT. The City and where noted, Experience Scottsdale, may provide in-kind support as described in this Section 4. Subject to adjustment under Section 5 of this Agreement, the total estimated market value of City-provided in-kind support shall not exceed One Hundred Fifty Thousand Dollars (\$150,000) annually (the "in-kind cap") unless otherwise approved by City Council.

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4.1 Outdoor Advertising. In the exercise of the City's reasonable discretion, the City may allow FSF access to City-owned or City-controlled outdoor advertising assets, including, but not limited to, light banners, kiosks and designated parks' signage. All in-kind placements shall be subject to availability and scheduling constraints, must comply with City branding and design standards, shall be included within the annual in-kind cap, and must not conflict with existing City sponsorship agreements, which will be provided to FSF annually for planning purposes. Specific inventory, duration, and placement locations will be mutually agreed upon by the City and FSF each year.

4.2 Marketing Initiatives. The City, Experience Scottsdale and FSF shall meet not less than annually during the term to discuss tourism-driven marketing initiatives intended to increase out-of-state visitation and extend visitor stays. Such initiatives shall include (and at the respective discretion of City and Experience Scottsdale, may be limited to) the following:

4.3.1 Up to two (2) coordinated email placements annually through tourism marketing channels for special ticket offers.

4.3.2 Inclusion in designated travel and holiday tourism content.

4.3.3 Inclusion in media pitches and destination storytelling where appropriate.

4.3 Activation Opportunities. FSF may annually request of the City four (4) activation opportunities in mutually agreed upon designated public spaces to promote the Fiesta Bowl and up to four (4) activation opportunities in mutually agreed upon designated public spaces to promote other FSF-controlled events. Such requested activations are subject to the following:

4.4.1 Require standard permitting and operational review by the City.

4.4.2 Compliance with public safety and logistical requirements as determined by the City.

4.4.3 May, in the City's discretion, receive reduced use fees, subject to the in-kind cap.

4.4 Ancillary Events. The City and FSF may collaborate on ancillary events, such as fan events, culinary activations and entertainment programming intended to drive earlier visitor arrivals and extend stays in Scottsdale. Ancillary events are subject to the following:

4.5.1 Shall require separate written event agreements.

4.5.2 Must address budget, cost recovery, City service impacts, and permitting requirements.

4.5.3 Are not guaranteed but subject to the City's discretion.

4.5.4 Shall not create additional financial or staffing obligations for the City without the City's consent.

4.5 Local Business Promotional Activities. The City, in its reasonable discretion, may collaborate with FSF and interested Scottsdale businesses to support optional, privately initiated promotional activities during Fiesta Bowl week. Participation by local businesses shall be voluntary and

coordinated independently by FSF or participating merchants. The City shall not be responsible for merchant recruitment, product development or event media.

4.6 Use of City Facilities. FSF may request of the City use of City facilities, including, but not limited to Scottsdale Civic Center, Scottsdale Stadium, WestWorld, Western Spirit: Scottsdale's Museum of the West, Indian School Park and other athletic facilities, and designated public spaces such as Marshall Way Bridge, Stetson Plaza, Canal Banks, Soleri Plaza, and West Paseo. In coordination with the Senior Director Economic Development, FSF requests for use of City facilities shall be made directly to the responsible City department, or outside agency.

4.7.1 The City, in its reasonable discretion, may grant or deny FSF's request. FSF's use of facilities shall be subject to the following:

4.7.1.1 Standard reservation and permitting procedures.

4.7.1.2 Shall not displace previously contracted events.

4.7.1.3 Shall comply with operational, public safety, and staffing requirements.

4.7.1.4 Shall be subject to applicable rental fees unless otherwise approved by the City under subsection 4.9.

4.7.2 Nothing in this Agreement grants FSF preferential or exclusive booking rights for the City's facilities.

4.7 Practice Facilities. The City and Experience Scottsdale shall assist in identifying appropriate practice facilities, located in the City of Scottsdale, for visiting teams subject to availability, Parks & Recreation scheduling policies, maintenance considerations, and cost recovery requirements. The City does not guarantee exclusive or priority access to such facilities.

4.8 Fee Reductions. The City, in its reasonable discretion, may reduce fees for use of City facilities. The City does not guarantee any reduction in fees. Any reductions in fees shall be in writing and shall be included in the annual in-kind cap.

4.9 Provision of City Services. City services provided under this agreement shall be subject to availability, operational capacity, and applicable policies. Nothing in this Agreement guarantees automatic fee waivers or preferential treatment.

4.10.1 Police Transport Assistance. The City will provide police transport assistance for CFP/NCAA-required team movements originating within Scottsdale, subject to description of required movements, advance scheduling, staffing availability, and public safety priorities.

4.10.1.1 Transport services shall be provided at cost recovery rates, unless otherwise approved, are included within the annual in-kind cap, and shall not exceed a mutually agreed annual service threshold.

4.10.1.2 The City retains discretion to modify or decline service requests based on operational needs and will provide FSF notice of such changes as far in advance as possible, but not later than forty-five (45) days prior to the CFP/NCAA sanctioned event.

4.10.2 Police Security for Events. Police security for FSF-controlled events within

Scottsdale shall be provided in accordance with established City fee schedules. The City will consider reduced rates for police security for the Fiesta Bowl and the Cactus Bowl on an annual basis and may exercise the same consideration for other FSF-controlled events on a case-by-case basis, subject to the annual in-kind cap, event size, economic impact, and budget availability.

4.10.3 Permitting. The City shall coordinate internally to facilitate efficient review of permit applications for FSF events. All permitting shall comply with applicable City codes and regulations, follow standard review procedures, and be subject to operational and public safety requirements. The City may expedite permit application processing, when feasible, but any such expedited processing shall comply with all applicable regulations and be subject to public safety considerations.

5. MID-TERM PERFORMANCE REVIEW; TERMINATION; ADJUSTMENT. The City shall perform a mid-term performance review prior to the fourth year of this Agreement in which the City will evaluate FSF's performance under this Agreement. Following such review, the Parties shall meet and confer in good faith regarding FSF's performance and any proposed adjustments to the payment obligations, in-kind support, performance metrics, or other terms of this Agreement. If the Parties are unable to agree on any proposed modifications following the mid-term performance review, any Party may terminate this Agreement upon ninety (90) days' prior written notice to the other Parties. In addition, any Party may terminate this Agreement upon thirty (30) days' written notice to the other Parties if it reasonably determines that another Party has materially failed to perform its obligations under this Agreement, provided that such failure remains uncured at the expiration of such notice period. Notwithstanding anything in this Agreement to the contrary, in the event that the Destination Marketing Services Agreement by and between City and Experience Scottsdale is terminated or lapses during the term hereof, as of the date of such lapse or termination, Experience Scottsdale shall have no further obligations or liabilities hereunder and the City shall have no obligation to perform any of Experience Scottsdale's obligations under this Agreement.

6. INDEMNIFICATION. To the fullest extent permitted by law, each party, its successors, assigns and guarantors (as "Indemnifying Party"), shall defend, indemnify and hold harmless the other party, its agents, representatives, officers, directors, officials and employees ("Indemnified Party") from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred by the Indemnified Party related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by the Indemnifying Party, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others of the Indemnifying Party connected with the Event 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 Indemnifying Party's customers or employees. .

7. INSURANCE. FSF shall purchase and maintain insurance during the term of this Agreement and shall include and comply with coverages and limits as follows:

7.1 The following coverages are required as applicable:

7.1.1 If any vehicle is used in the performance of the scope of work that is the subject of this contract, FSF must maintain Commercial/Business Automobile Liability insurance with a limit of not less than \$1,000,000 each occurrence with respect to FSF's owned, hired, and non-owned vehicles.

7.1.2 Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of FSF's employees; and Employers' Liability insurance of not less than 19216982

\$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit. If any work is performed by third parties, FSF will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of FSF.

7.1.3 Commercial General Liability insurance on a per occurrence form 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 and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying.

7.1.4 If valet parking is offered by FSF, Garagekeepers Legal Liability with limits of not less than \$75,000 per vehicle.

7.1.5 If alcohol is sold at the Event by FSF or its subcontractor, liquor liability insurance with a limit of not less than \$5,000,000 for each occurrence and \$5,000,000 aggregate.

7.2 For all insurance policies except Workers Compensation, City shall be included as an additional insured. The policies must contain a waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from work performed related in any way to the event

7.3 The policies must contain a waiver of subrogation in favor of the City, its officers, officials, agents, and employees for losses arising from work performed related in any way to the event

7.4 FSF's insurance coverage, including any excess insurance policies, must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees must be in excess of the coverage provided by the FSF and must not contribute to it

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

7.6 City's Risk Management Division may increase or change required insurance coverage and limits from time to time depending on the size, scope and nature of the activities of the Event. No reduction in coverage or policy limits is effective without the written approval of City's Risk Manager or designee.

7.7 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, FSF shall execute a written agreement with Subcontractor that does not negate the indemnification and insurance protections afforded the City under this Agreement. FSF shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

7.8 Required insurance shall be issued by insurance companies licensed to do business in the State of Arizona, or from qualified non-admitted insurers who are authorized to do business in the State of Arizona.

7.9 By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect FSF. City of Scottsdale reserves the right to review any and all of the insurance policies and/or endorsements required by in this Contract but has no obligation to do so. Failure to demand any evidence of full compliance with the insurance requirements stated in this Contract or failure to identify any insurance deficiency does not relieve FSF from, nor shall it be considered

a waiver of, its obligation to maintain the required insurance at all times during the performance of this Contract.

7.10 FSF shall provide City, within thirty (30) days of the start date of this Agreement, certificates of insurance and the accompanying endorsements as evidence that the required insurance coverages and limits are in full force and effect.

8. RECORDS AND AUDIT RIGHTS. FSF's records (hard copy, as well as computer readable data), and any other supporting evidence considered necessary by the City to substantiate charges and claims related to this contract are open to inspection and subject to audit and/or reproduction by City's authorized representative to the extent necessary to adequately permit evaluation and verification of the cost of the work, and any invoices, change orders, payments or claims submitted by FSF or any of FSF's payees in accordance with the terms of the contract. The City's authorized representative must be given access, at reasonable times and places, to all of FSF's relevant records and concerned personnel in accordance with the provisions of this Section throughout the term of this contract and for a period of 3 years after last or final payment.

FSF shall ensure that records necessary to substantiate changes and claims by subcontractors who perform work under this contract are made available for City inspection and subject to audit and/or reproduction by: inserting a provision requiring subcontractors to comply with this Section in a written agreement between FSF and subcontractor; or obtaining the relevant documents from the subcontractor.

If an audit in accordance with this Section discloses overcharges of any nature by the FSF to the City in excess of 1% of the total contract billings, the cost of the City's audit, but not exceeding the amount of the overcharge, will be reimbursed to the City by the FSF. Any adjustments and/or payments which must be made as a result of any audit or inspection of the FSF's invoices and/or records will be made within a reasonable amount of time (not to exceed 90 days) from presentation of City's findings to FSF.

9. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives of each party.

10. ARIZONA LAW. This Agreement shall be governed and interpreted according to the laws of the State of Arizona.

11. ASSIGNMENT. Services covered by this Agreement shall not be assigned or sublet in whole or in part without the prior written consent of the other party.

12. SUCCESSORS AND ASSIGNS. This Agreement shall extend to and be binding upon both parties, its successors and assigns, including any individual, company, partnership, or other entity with or into which either party shall merge, consolidate, or be: liquidated, or any person, corporation, partnership, or other entity to which either party shall sell its assets.

13. ATTORNEY'S FEES. In the event any party to this Agreement brings any action for any relief, declaratory or otherwise, arising out of this Agreement, or on account of any breach or default hereof, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees and reasonable costs and expenses, determined by the court sitting without a jury, which shall be deemed to have accrued on the commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment. Should either party believe any breach or default has occurred, it shall notify the other party in writing as to the nature of the dispute. The parties will have a 30-day period, upon receipt of notice, to

remedy the breach or default.

14. INDEPENDENT CONTRACTOR. The relationship between the Parties shall be that of independent contractors for purposes including tax law purposes and engagement law purposes and not that of employer-employee, principal-agent, partners, joint ventures, or otherwise.

15. NOTICES. All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of FSF:

Attention: Erik Moses, Executive Director & CEO
Fiesta Sports Foundation
7135 E Camelback Rd #190
Scottsdale, AZ 85251

In the case of Experience Scottsdale:

Attention: Rachel Sacco, President & CEO
Scottsdale Convention & Visitors Bureau
4250 N. Drinkwater Blvd. Ste. 300
Scottsdale, AZ 85251

In the case of City:

Attention: Senior Director Economic Development & Tourism
City of Scottsdale
7447 E. Indian School Road, Suite 300
Scottsdale, AZ 85251

Notices shall be deemed received on date delivered if delivered by hand and on the delivery date indicated on receipt if delivered by certified or registered mail.

16. APPROPRIATION. The City's obligations under this Agreement are conditioned on the availability of funds, appropriated or allocated, for the payment of such obligation. The City may terminate this Agreement with reasonable advance notice if the City Council fails to appropriate funds sufficient to allow the City to fulfill its obligations under this Agreement.

17. CAPTIONS. The captions used in this Agreement are solely for the convenience of the parties, do not constitute a part of this Agreement, and are not to be used to construe or interpret this Agreement.

18. SEVERABILITY. If any term or provision of this Agreement shall be found to be illegal or unenforceable, then notwithstanding such illegality or unenforceability, this Agreement shall remain in full force and effect and such term or provision shall be deemed to be deleted.

19. AUTHORITY. Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been

properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

20. INTELLECTUAL PROPERTY. Each party hereby grants the other party a non-exclusive license to use the trademarks, trade names and related intellectual property rights related to the promotion requirement and obligations under this Agreement; provided, however, no party shall use the trademarks, trade names, logos or other intellectual property rights of another party without such other party's prior written consent in each instance, which consent may be granted, withheld, conditioned, or revoked in such party's reasonable discretion. All approved uses shall comply with the applicable party's branding guidelines and instructions, as may be provided from time to time, so as to maintain the integrity and goodwill of the parties to this Agreement. Notwithstanding anything contained herein, neither party shall have any ownership rights in the other party's trademarks, trade names, logos or other intellectual property rights.

21. CONFLICT OF INTEREST. This Agreement is subject to cancellation for conflict of interest as provided by A.R.S. § 38-511.

22. MISCELLANEOUS.

22.1 Employment of Unauthorized Workers. FSF shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to FSF's employees (collectively, the "Unauthorized Worker Laws"). FSF shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, FSF warrants and represents pursuant to A.R.S. §41-4401(A)(1) that FSF and its contractors comply with A.R.S. §23-214(A). Pursuant to A.R.S. §41-4401(A)(2), a breach of this paragraph shall be a material breach of this Agreement and an event of default, which shall entitle City to exercise any and all remedies described in this Agreement or otherwise available at law or equity, including without limitation termination of this Agreement. However, pursuant to A.R.S. §41-4401(C), FSF shall not be deemed to be in material breach of the warranty if FSF and its contractors establish that they have complied with the employment verification provisions prescribed by §274A and §274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). City shall have the right to inspect the records and papers of FSF and its employees, and of FSF's contractors and their employees, to ensure that FSF and its contractors are in compliance with this paragraph.

22.2 Force Majeure. If any of the obligations of either party is hindered or prevented, in whole or in substantial part, because of a "Force Majeure Event", such party shall not be liable to the other party or be in breach of this Agreement; provided, however, that all other obligations of the parties shall continue and when such Force Majeure Event has ceased, the parties shall negotiate in good faith regarding an adjustment of their rights and obligations under this Agreement. In each such case, the party affected by a Force Majeure Event shall promptly notify the other party of such event or occurrence and shall exert commercially reasonable efforts to overcome such event or occurrence, and resume performance of its obligations with all possible speed. A "Force Majeure Event" shall mean causes beyond the control of the parties, including, but not limited to: an act of God; inevitable accident; fire; labor dispute; riot or civil commotion; act of public enemy; governmental act; acts or significant threats of war or terrorism; regulation or rule; failure of technical facilities; national day of mourning; emergency announcement or news bulletin; inability to obtain supplies; delays in transportation; embargoes; increase in the national terror alert level that prohibits holding the events; or any other reason beyond the control of the parties that is generally regarded as force majeure. Delays or non-performance excused by this provision shall not excuse performance of any other obligation which is outstanding at the time of occurrence.

22.3 Counterparts; E-Sign. This Agreement may be signed in one or more counterparts which, taken together, shall constitute one and the same instrument. This Agreement may be signed or delivered electronically, including via DocuSign.

[SIGNATURE PAGE FOLLOWS]

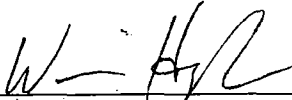
CITY OF SCOTTSDALE, an Arizona
municipal corporation

ATTEST:

Ben Lane, City Clerk

Lisa Borowsky, Mayor

APPROVED AS TO FORM:



Luis E. Santaella, City Attorney
By: William Hylan, Deputy City Attorney

SCOTTSDALE CONVENTION & VISITORS BUREAU, INC., dba Experience Scottsdale

By: _____
Rachel R. Sacco, President and CEO

FIESTA SPORTS FOUNDATION

By: _____
Erik Moses, Executive Director & CEO

FORM OF ANNUAL COMPLIANCE REPORT

Hospitality and Promotional Agreement
City of Scottsdale, Experience Scottsdale, and Fiesta Sports Foundation

1. Report Information

Field	Response
Reporting Year	
Date Submitted	
FSF Contact Name	
Title	
Email	
Phone	
City Agreement Reference	Hospitality and Promotional Agreement among the City of Scottsdale, Experience Scottsdale, and Fiesta Sports Foundation

2. Purpose of Report

This Annual Compliance Report is submitted by Fiesta Sports Foundation ("FSF") to the City of Scottsdale to document FSF's compliance with the Hospitality and Promotional Agreement ("Agreement") for the applicable April 1 through March 31 reporting year.

3. Room Night Summary

FSF shall report all verified, contracted room nights associated with the Fiesta Bowl, Cactus Bowl, or another FSF-controlled event, including room nights in hotels or resorts located in Scottsdale and Paradise Valley.

For purposes of determining compliance with the annual minimum requirement, qualifying Scottsdale room nights are verified, contracted room nights in hotels or resorts that pay bed tax to the City of Scottsdale. Paradise Valley room nights shall be reported separately. Paradise Valley room nights do not count toward the Agreement's 2,200 minimum room night threshold.

Hotel / Resort Name	Jurisdiction Scottsdale or Paradise Valley	Event or Group	Group Type	Arrival Date	Departure Date	Total Room Nights	Verification Attached?
Room Night Total				Amount			
Total Qualifying Scottsdale Room Nights							
Total Paradise Valley Room Nights							
Total Reported Room Nights							

- FSF met or exceeded the annual minimum requirement of 2,200 qualifying Scottsdale room nights.
- FSF did not meet the annual minimum requirement of 2,200 qualifying Scottsdale room nights.

4. Payment Threshold Summary

Based on the qualifying room nights reported above, FSF believes the following annual room-night threshold applies:

- Fewer than 2,200 qualifying Scottsdale room nights
- 2,201 to 3,000 qualifying Scottsdale and Paradise Valley room nights

Payment threshold claimed, if any: _____

5. Marketing and Brand Integration

Please check each item completed during the reporting year and identify the supporting attachment and provide a brief explanation.

Requirement	Completed?	Attachment / Brief Explanation
Scottsdale logo in official Fiesta Bowl game program and team manual	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	

Requirement	Completed?		Attachment / Brief Explanation
City of Scottsdale logo placement in at least two designated digital assets	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
Scottsdale references in at least two media communications	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
Scottsdale destination messaging in event marketing materials, social media, email communications, or event collateral	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
Collaboration on creator campaigns that showcase both FSF events and the Scottsdale destination experience	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
Scottsdale promotion at Fiesta Bowl Museum during bowl season	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		
At least two Scottsdale destination recognitions during marquee FSF events or hospitality experiences	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A		

6. Hospitality Benefits

Please identify the hospitality benefits provided to the City during the reporting year.

Benefit	Quantity Required	Quantity Provided	Date Provided	Notes
Fiesta Bowl tickets	24			
Fiesta Bowl parking passes	12			
Cactus Bowl tickets	20			
Cactus Bowl parking passes	10			
Priority access to purchase National Championship Game tickets, subject to availability	As applicable			
Tickets for FSF-controlled public events hosted in Scottsdale	Up to 20			

7. Collaboration with City and Experience Scottsdale

Please briefly summarize collaboration with the City and Experience Scottsdale during the reporting year.

Activity	Parties Involved	Date or Time Period	Status / Outcome	Notes
Tourism-driven marketing initiatives				
New Scottsdale event discussions				
Sports and entertainment event bid collaboration				
Other coordination				

8. City In-Kind Support, if Applicable

Please identify any City-provided in-kind support requested or received during the reporting year, including use of City facilities, outdoor advertising, activation opportunities, permitting support, police services, fee reductions, or other City services.

Type of Support	Date Requested	Date Provided	City Department or Contact	Estimated Value, if known	Notes

9. Attachments

Please check the supporting materials attached to this report.

- Hotel room block agreements
- Hotel pickup reports
- Hotel verification letters
- Group booking summaries
- Marketing screenshots or examples

- Social media or email examples
- Media communications
- Event collateral
- Hospitality benefit records
- Meeting summaries
- Permit, facility, or City service documentation
- Other: _____

10. Exceptions or Explanations

Please identify any incomplete, delayed, or not applicable items and provide a brief explanation.

11. Certification

By signing below, the undersigned authorized representative of Fiesta Sports Foundation certifies that, to the best of their knowledge, information, and belief, the information contained in this Annual Compliance Report and the supporting materials attached hereto are true, accurate, and complete, and are submitted to document FSF's compliance with the Hospitality and Promotional Agreement for the reporting year identified above.

Fiesta Sports Foundation _____

By: _____

Name: _____

Title: _____

Date: _____

12. City Use Only

Date Received: _____

Reviewed By: _____

- Room-night documentation complete
- Additional information requested
- Minimum room-night threshold met
- Minimum room-night threshold not met

Payment Recommendation / Notes:
