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Item 10

CITY COUNCIL REPORT

Meeting Date: **November 24, 2026**
General Plan Element: ***Economic Development***
General Plan Goal: ***Sustain Scottsdale as a tourist destination***

ACTION

Event Venue Fee Funding Program. Adopt Resolution No. 13823 authorizing funding for three event venue fee program events in an amount up to $36,000 from the portion of the FY 2026/27 Tourism Development Fund that is allocated toward event retention and development and approving the following contracts: 1. Contract No. 2026-179-COS, an event venue fee funding agreement, with Rated Sports Group, LP, in an amount not to exceed $12,000, related to the 2026 Desert Super Cup. 2. Contract No. 2026-180-COS, an event venue fee funding agreement, with Fusion Sports Ventures LLC, in an amount not to exceed $12,000, related to The Open-Soccer. 3. Contract No. 2026-181-COS, an event venue fee funding agreement, with Real Salt Lake AZ Corporation, in an amount not to exceed $12,000, related to the RSL AZ Holiday Classic.

BACKGROUND

2026 Desert Super Cup

Youth soccer tournament played at Scottsdale Sports, Bell 94 sports and Reata Sports Complexes November 27-29. Producers estimate over 1500 Scottsdale room nights.

The Open-Soccer

Youth soccer tournament played at Scottsdale Sports, Bell 94 sports and Reata Sports Complexes December 4-6. Producers estimate 600 Scottsdale room nights.

RSL AZ Holiday Classic

Youth soccer tournament played at Scottsdale Sports, Bell 94 sports and Reata Sports Complexes December 11-13. Producers estimate 600 Scottsdale room nights.

On June 9, 2026, City Council approved the FY 2026/27 event funding programs. The objectives, process, qualifying criteria, and approved fund use were presented and detailed in the FY 2026/27 program worksheets and supporting documentation. The resolutions approved by City Council directed that all event funding program agreements be presented for approval by City Council with funds allocated from the portion of Tourism Development Fund designation for event retention and development.

Action Taken _____

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ANALYSIS & ASSESSMENT

Events are an important component of Scottsdale's overall image and its product. They help increase national and international visibility for Scottsdale as a desirable tourist destination and enhance quality of life.

The Event Venue Fee Funding Program supports events that generate substantial room nights and take place at city owned, controlled, or operated venues. The maximum funding amount per event is $12,000.

On October 20, 2026, the Tourism Development Commission recommended funding the 2026 Desert Super Cup, The Open-Soccer, and RSL AZ Holiday Classic up to $12,000 each.

City staff have evaluated the application to identify the benefits for the city and the local tourism industry.

Following the conclusion of the event, the producer will provide the city with a post-event report evaluating the producer's performance under the event funding agreement and the benefits achieved for the city and the public. If the producer does not meet the funding criteria established in the agreement, the funding amount will be reduced accordingly, consistent with the terms of the agreement.

Community Involvement

Discussion regarding this event took place at the Tourism Development Commission meeting on October 20, 2026.

RESOURCE IMPACTS

Available Funding

The recommended city investment is up to $36,000 for the Event Venue Fee agreements. Based on Tourism Development Fund sources and uses included in the FY 2026/27 Operating Budget, funds are available.

Staffing, Workload Impact

No additional staffing or other resources are expected.

STAFF RECOMMENDATION

Staff recommends adoption of Resolution No. 13823, authorizing funding in an amount up to $36,000 from the portion of the Tourism Development Fund that is allocated toward event retention and development of events, and approving Contracts No. 2026-179-COS, 2026-180-COS, and No. 2026-181-COS.

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RESPONSIBLE DEPARTMENT

Tourism & Events

STAFF CONTACT

Steve Geiogamah, Tourism Development Manager, SGeiogamah@scottsdaleaz.gov

APPROVED BY

Signed by:
Ana Lia Johnson for Scott Selin
9827730CADBA419...
Scott Selin, Budget Director — 11/10/2026 Date
(For Financial Policies Compliance and Budget Appropriation)
480-312-2603, sselin@scottsdaleaz.gov

Signed by:
Kevin Burke
AF2373CA40B9455...
Kevin Burke, Senior Director Economic Development & Tourism — 11/10/2026 Date
480-312-2533, kburke@scottsdaleaz.gov

Signed by:
Judy Doyle
C1A0F780F8EB484...
Judy Doyle, Deputy City Manager — 11/10/2026 Date
480-312-2691, JDoyle@scottsdaleaz.gov

Signed by:
Greg Caton
844928DD3EAD4C9...
Greg Caton, City Manager — 11/10/2026 Date
480-312-7759, gcaton@scottsdaleaz.gov

ATTACHMENTS

1. Resolution No. 13823
2. Contract No. 2026-179-COS
3. Contract No. 2026-180-COS
4. Contract No. 2026-181-COS

RESOLUTION NO. 13823

A RESOLUTION OF THE COUNCIL OF THE CITY OF SCOTTSDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING FUNDING FOR THREE EVENT VENUE FEE PROGRAMS EVENTS IN AN AMOUNT UP TO $36,000 FROM THE PORTION OF THE FY 2026/27 TOURISM DEVELOPMENT FUND THAT IS ALLOCATED TOWARD EVENT RETENTION AND DEVELOPMENT AND APPROVING THE FOLLOWING CONTRACTS: 1. CONTRACT NO. 2026-179-COS, AN EVENT VENUE FEE FUNDING AGREEMENT WITH RATED SPORTS GROUP, LP, IN AN AMOUNT NOT TO EXCEED $12,000, RELATED TO THE 2026 DESERT SUPER CUP; 2. CONTRACT NO. 2026-180-COS, AN EVENT VENUE FEE FUNDING AGREEMENT WITH FUSION SPORTS VENTURES, LLC, IN AN AMOUNT NOT TO EXCEED $12,000, RELATED TO THE OPEN-SOCCER EVENT; 3. CONTRACT NO. 2026-181-COS, AN EVENT VENUE FEE FUNDING AGREEMENT WITH REAL SALT LAKE AZ CORPORATION, IN AN AMOUNT NOT TO EXCEED $12,000, RELATED TO THE RSL AZ HOLIDAY CLASSIC.

WHEREAS, City desires to provide funds for the 2026 Desert Super Cup, The Open-Soccer, and the RSL AZ Holiday Classic events ("events"); and

WHEREAS, City and the event producers wish to enter into an agreement for the events;

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 funding up to $36,000 from the portion of the FY 2026/27 Tourism Development Fund that is allocated toward event retention and development for the 2026 Desert Super Cup, The Open - Soccer, and the RSL AZ Holiday Classic.

Section 2. The City Council authorizes and directs the Mayor to execute, on behalf of the City, Contract No. 2026-179-COS with Rated Sports Group, LP, Contract No. 2026-180-COS with Fusion Sports Ventures, LLC, and Contract No. 2026-181-COS with Real Salt Lake AZ Corporation..

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

CITY OF SCOTTSDALE, an Arizona municipal corporation

_____
Lisa Borowsky, Mayor

ATTEST:

_____
Ben Lane, City Clerk

APPROVED AS TO FORM:

_____
Luis E. Santaella, City Attorney
By: William Hylen, Deputy City Attorney

Contract No. 2026-179-COS

EVENT VENUE FEE AGREEMENT

THIS EVENT VENUE FEE AGREEMENT (the "Agreement") is made this ____ day of _____, 20_____ by and between Rated Sports Group, LP ("Producer") and City of Scottsdale, an Arizona municipal corporation ("City").

RECITALS

A. Producer is the producer of a certain tourist-oriented event (the "Event") known as Desert Super Cup. The Event is oriented toward certain tourists (the "Out-of-town Tourists"). Out-of-town Tourists are people who reside outside of Maricopa County who visit Scottsdale and stay overnight in Scottsdale specifically to attend the Event.

B. The Event is described in the Event Venue Fee Program application that Producer has submitted to City (the "Event Description") dated July 15, 2026, attached as **Exhibit A**.

C. City's City Council has approved the expenditure of a portion of certain funds collected under Scottsdale Revised Code Sections 2-285 and 288 (the "Bed Tax Funds") to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona. Bed Tax Funds are limited to the portion of such funds that the city council allocates to event development.

D. Producer has requested that City pay to Producer a portion of the Bed Tax Funds (the "Event Funds") in a maximum amount of twelve thousand dollars ($12,000) (the "Event Amount") to secure the public benefits provided by the Event.

E. City's willingness to provide the Event Funds is conditioned upon Producer's executing and performing this Agreement and delivering to City after the Event a report (the "Post Event Report") accompanied by a separate invoice (the "Invoice").

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to the various limits contained elsewhere in this Agreement and the following cumulative conditions and limitations:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount, minus setoffs and other amounts to which City may be entitled.

1.2 City's payments shall be made only from Bed Tax Funds. City is not obligated to provide funding from any other source.

1.3 Without detracting from limits contained elsewhere in this Agreement, Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse Event Funds, taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

1.4 If the Producer's Post-Event Report does not provide sufficient evidence, as determined by the City, that the Event generated at least 645 room nights as specified in the Event Description ("minimum room nights") in hotels that pay bed tax to the City of Scottsdale the

maximum Event Funds payable shall be reduced based on the ratio of room nights generated, as determined by the City, to the minimum room nights.

1.5 The City may reduce payment or make no payment of Event Funds if the City determines that the Producer has failed to fulfill all terms of this Agreement.

2. Event Requirements. Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event shall be of the same scale, quality, attendance, economic benefit to the public and provide other public benefits, or better, as are described in the Event Description and as were provided by the Event last year (if the event occurred last year).

2.2 The Event shall conform to the Event Description.

2.3 The Event shall be open to the public. Producer may elect to charge admission for the Event.

2.4 The Event shall be held on the date or dates stated in the Event Description. The date of the Event may be postponed as follows:

2.4.1 Postponement is not allowed unless due to war; insurrection; strikes, lock-outs; other major industrial disturbances; civil disturbances; riots; floods; earthquakes; fires; casualties; acts of the public enemy; blockades; epidemics; quarantine restrictions; freight embargoes; widespread transportation system failure; or extremely unusually severe weather.

2.4.2 If the Event is postponed, it shall be rescheduled to a date that is acceptable to both Producer and City. If within sixty (60) days after the originally scheduled Event date Producer and City do not agree to a new Event date, then this Agreement shall terminate.

2.5 The Event or portion of the Event specified in the Event Description shall be held within the corporate limits of the City of Scottsdale.

2.6 Producer shall publicly acknowledge the City support represented by this Agreement. Without limitation, all Event publicity, messaging and other activities that occur before and during the Event shall clearly and prominently indicate that the Event will occur in Scottsdale. All Event publicity and messaging that acknowledges any Event sponsor shall acknowledge the City as a sponsor and shall utilize (where appropriate in City's discretion) a logo provided by City provided that at a minimum, Producer shall acknowledge the City as a sponsor at least twice in publicity and messaging. No other use of City's name is allowed in any form of advertising or public relations without prior City approval. Consistent with this Agreement's requirement that Producer publicize and promote the City, Producer and its officers, directors and agents will not disparage the City or its officers, agents or employees during the term of this Agreement.

2.7 If the Producer distributes an Event program, Producer shall publish in the Event program at least one reasonably prominent advertisement that is at least a full page. The advertisement shall use content provided by City promoting Scottsdale.

2.8 Beginning at least sixty (60) days prior to the Event, the official Event web site shall have a prominent link to City's selected web site and contain Event information that is sufficient to promote Event programming and the day(s), time and location of the Event.

2.9 Producer shall provide the City with benefits, including recognition and publicity, commensurate with the benefits provided to other sponsors at a similar sponsorship level as the City.

3. Reimbursable Activities. Producer shall perform certain additional activities (the "Reimbursable Activities") at Producer's own expense, subject to reimbursement by Event Funds, as follows:

3.1 Producer shall rent from City use of City's sports complex facility and shall use the facility for the Event as described in the Event Description. Funds will not be disbursed for field(s) that are reserved but not used to capacity, as determined by the Parks and Recreation Department.

3.2 No changes to the Reimbursable Activities, such as additions, deletions or variations are allowed unless Producer gives City written notice of the request for a change and receives written notice from City approving the change, in City's sole and absolute discretion. City will not pay for unapproved changes.

4. Invoice Requirements. Producer shall report the Reimbursable Activities by providing an invoice (the "Invoice") to City as follows:

4.1 City shall make a single payment for all Reimbursable Activities. The Invoice shall be addressed from Producer to City and shall request the payment.

4.2 City shall not be obligated to pay any part of a late Invoice.

4.3 The Invoice shall be accompanied by the following evidence for all of the Reimbursable Activities:

4.3.1 A formal, written invoice issued by the person who supplied goods and services for the Event to Producer that includes a list of the goods or services provided and the amount the person charged Producer for the goods or services.

4.3.2 A copy of a cancelled check from Producer to the person who provided the goods or services showing that Producer has paid the payment described on the person's invoice.

4.3.3. Such other evidence as City may request.

5. Delivery and Follow up. Producer shall inform City of its activities under this Agreement as follows:

5.1 Producer shall deliver to City a Post Event Report in the form attached hereto as **Exhibit B** and the Invoice no later than the earlier of sixty (60) days following the Event or the May 31 first following the Event.

5.2 Producer shall deliver the Post Event Report and the Invoice simultaneously.

5.3 Subject to section 5.4, City shall pay the Event Funds within sixty (60) days after receiving all of the following:

5.3.1 The Post Event Report.

5.3.2 The Invoice.

5.3.3 All supporting and other materials required by this Agreement.

5.4 If the City determines that an audit under Section 6 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in Section 5.3 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

5.5 After the Event, Producer shall make oral reports to City's Tourism Development Commission and City Council, if City requests.

6. Records and Audit Rights. Producer'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 the Producer or any of Producer'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 the Producer's records and 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.

Producer 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 Producer 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 Producer 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 Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer'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 Producer.

7. Termination. This Agreement shall terminate upon Producer providing to City a satisfactory Post Event Report, complying with all other requirements of this Agreement, and City paying to Producer the Event Funds. However, City may, without further obligation, terminate the Agreement at any earlier time for convenience or cause by giving Producer ten (10) days written notice of the termination.

8. Other City Contracts and Resources. City's obligations to Producer are limited to the specific items detailed in this Agreement. For example, this Agreement does not obligate City to provide road closures, road closure equipment, hydrant water, emergency medical service, route clean-up service or other operations support. This Agreement does not allow Producer to conduct the Event at a City park or right-of-way or on other City land. If Producer desires use of City resources, then Producer must pursue those City resources through normal processes. Without limitation, City's support of the Event is not a commitment that such City resources will be available, even if the City resources are discussed in this Agreement or are necessary to conduct the Event in the manner contemplated by this Agreement. Without limitation, this Agreement does not authorize any use of any land or facilities owned, controlled or operated by City or any third

party. Producer shall not use such land or facilities without first entering into separate contracts for such use. City has not promised Producer any such contracts or use. This Agreement is not a promise to make City venues or other resources available for the Event. Any use of City property for the Event would require a separate contract. If Producer enters into any other agreements with City, including without limitation agreements for the same event, for other events, or for use of city venues or resources for any event, then any violation of this Agreement or any of the other agreements by Producer shall be a violation by Producer of all such agreements and this paragraph shall be deemed to be included in all such other agreements. If any other such agreement imposes on Producer different requirements than this Agreement, then the stricter requirements shall apply.

9. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless 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, and all claim adjusting and handling expense, 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 Producer relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others 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 Producer's customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

10. Insurance. Producer shall purchase and maintain during the Event and during all setup and takedown of the Event insurance with coverages and limits as follows:

10.1 The following coverages are required:

10.1.1 "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 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.

10.1.2 If any vehicle is used in the performance of the scope of work that is the subject of this contract, commercial/business automobile liability insurance with a limit of not less than $1,000,000, each accident with respect to the Producer owned, hired, and non-owned vehicles.

10.1.3 Workers compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than $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, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

10.1.4 If valet parking is offered, garage keepers legal liability with limits of not less than $75,000 per vehicle.

10.1.5 If alcohol is sold at the Event, liquor liability insurance with a limit of not less than $5,000,000 for each occurrence and $5,000,000 aggregate.

10.3 For all insurance policies except Workers Compensation, City shall be named as additional insured and coverage shall extend to the full limits of liability purchased by the Producer even if those limits of liability are in excess of those required by this Contract

10.4 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

10.5 The Producer'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 Producer and must not contribute to it.

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

10.7 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 his designee.

10.8 Producer shall purchase and maintain all required insurance from 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.

10.9 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

10.10 By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect the Producer. 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 Producer 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.

10.11 Producer shall provide City, prior to the Event, certificates of insurance as evidence that the required insurance coverages and limits are in full force and effect. However, if the Event occurs at a City-owned or managed site or if the event receives a special event permit and a certificate evidencing the required insurance is provided to the City's contract administrator for

the venue agreement or the special event permit, a separate certificate does not need to be provided to the contract administrator for this Agreement.

11. Miscellaneous. The following additional provisions shall apply:

11.1 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, proposal, draft agreement, discussion outline, correspondence, memoranda or representation regarding the payment of City funds for the Event.

11.2 Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or other regulatory approval to hold the Event.

11.3 Candidates for Office. Producer shall not allow the Event to feature or otherwise spotlight a candidate who is currently running for election or re-election for any political office.

11.4 Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated in whole or in part without City's prior written consent.

11.5 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. Section 38-511.

11.6 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

11.7 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

11.8 Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

11.9 Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

11.10 Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

If to City:
Steve Geiogamah-Contract Administrator
Tourism Development Manager
Tourism and Events Department
City of Scottsdale
7447 E Indian School Rd
Scottsdale, AZ 85251

If to Producer:
Rated Sports Group LP
Tara Pielaet
1575 Spinnaker Drive, Suite 208

Ventura, CA 93001

By notice from time to time, City or Producer may designate any other address for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

11.11 Third Parties. There are no third party beneficiaries to this Agreement.

11.12 Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to A.R.S. §41-4401(A)(1) that Producer 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), Producer shall not be deemed to be in material breach of the warranty if Producer 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 Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

11.13 Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

PRODUCER:

Signed by:
Tara Pielaet
1B3FC39C68104F6...
Signature

By: Tara Pielaet
Print Name

Its: Owner
Title

CITY: CITY OF SCOTTSDALE, a municipal corporation

By: _____
Lisa Borowsky, Mayor

ATTEST:

By: _____
Ben Lane, City Clerk

APPROVED AS TO FORM:

_____
Luis E. Santaella, City Attorney
By: William Hylen, Deputy City Attorney

_____
George Woods, Safety and Risk Management Director

_____
Steve Geiogamah, Tourism Development Manager

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Docusign Envelope ID: 48EC2411-3A00-833B-801C-F92EC56C3992

EVENT VENUE FEE FUNDING APPLICATION

APPLICANT INFORMATION

Application Date: 7/15/2026		
Organization Name: Rated Sports Group		**Legal Description** (Corporation, LLC, etc.) Lp
Business Address: 1575 Spinnaker Drive , Suite 208		
City: Ventura	**State:** CA	**Zip Code:** 93001
Event Contact: Madison Kissner		
Phone: 619-961-6141	**Email:** madison@ratedsports.com	

EVENT INFORMATION

Event Name: 2026 Desert Super Cup		
Event Website: https://desertsupercup.com/		
Event Date(s): November 27th - 29th	**Event Times(s):** 9AM - 9PM	
Scottsdale event venue location(s) (list all): Scottsdale Sports Complex, Bell 94 Sports Complex, Reata Sports Complex		
Admission Cost: N/A	**Projected Attendance:** 12,000	**Attendance tracking method:** Registration System
Years in Scottsdale: 10	**Expense for Venue(s):** 20,000	**Requested Funding Amount:** 12,000

Brief description of event:

Desert Super Cup is an annual soccer tournament over Thanksgiving Weekend. Attracting over 400 teams all over the US and Canada. The event is open for teams U7 - U19.

EVENT VENUE FEE FUNDING APPLICATION

Estimated number of measurable room nights in Scottsdale hotels:	**Tracking method of room night data** (Room Blocks, or Room Pickup Reports):
1,500	Rooming List Report

Does your event have a charitable component? If so, please explain.

N/A

If you have previously received funding from the City of Scottsdale, list years and amounts below (list only up to the last three years).

Year	Amount
2025	12,000
2024	12,000
2023	12,000

FUNDING REQUEST

City of Scottsdale cannot be the full funding source for an event. The contract requires that the producer perform other activities with no reimbursement from the City to conduct the event as promised to the City. Details about fully reimbursable activities are in the Event Agreement and should be reviewed carefully.

MARKETING INFORMATION

Provide a brief description of any event advertising or promotions (include marketing budget):

Marketing budget includes staffing, social media campaigns, mailers, and on-site branding and websites.

SUBMISSION INFO

Is this application being submitted at least 90 days before your event? YES (●) NO ( )

I authorize the verification of the information provided on this form.

Signature of applicant (Required): Signed by: Madison Kissner 8FF5302056874F6... **Date:** 7/16/2026

Name Madison Kissner

FY 2026/27 Event Venue Fee Funding Program
Post-Event Report

The Post-Event Report is due 60 days following your event or May 31, whichever is earlier. Event producers are to provide a Post Event Report as identified in the event agreement.

Instructions:
Please submit with the following required documentation:

- Event producers are to provide a final invoice, as identified in the event agreement, as well as a W-9 that has been signed within the last year.
- Include invoicing and records demonstrating payment in full for facility rental. Funds will not be disbursed for field(s) that are reserved but not used to capacity, as determined by the Parks and Recreation Department.
- Provide a list of contracted Scottsdale hotels and property room night reports, verifying required room nights. The report must include hotel **name and address** for verification.
- Submit tear sheets, air-time logs, website content, distribution or viewing logs, and other evidence of media publication or distribution, all in form and content acceptable to city.
- Payment is contingent upon submitting the appropriate documentation.

Questions, Post-Event Report, and Invoice should be submitted to:
City of Scottsdale Tourism & Events Department
Attention: Holli Shannon
hshannon@scottsdaleaz.gov
480-312-7177

EVENT VENUE FEE POST-EVENT REPORT

Post-Event Submit Date:	
Event Name:	
Event Dates:	
Total Marketing Expense:	
Actual attendance, both participants and attendees:	**Attendance tracking method:** Include supporting documentation, such as but not limited to, venue records, attendance logs, receipts, and/or survey data.
Total amount paid for the City of Scottsdale facility:	**Date that facility payment was made:**

Please provide the following:

A. **Effects on City Hotels. Provide a list of contracted *Scottsdale hotels and addresses* and property room night reports, verifying at least 645 rooms. Include any documentation from Scottsdale hoteliers confirming the actual number of rooms sold in room blocks set aside for the event.**

B. **A description of the Performance under Agreement. Provide number of teams and out-of-state players.**

EVENT VENUE FEE POST-EVENT REPORT

C. Benefits to the City of Scottsdale and the public. Provide quality of life and local business benefits.

D. Positive & Negative Effects on City Services, Facilities and Neighborhoods

EVENT VENUE FEE POST-EVENT REPORT

E. Describe any additional information such as survey or economic impact results that might be useful in understanding the event's impact on Scottsdale and its Tourism Industry.

F. What could be done to improve the event in the future?

Did you produce an event program?

YES ☐ **NO** ☐

If YES, (per contract) **submit a copy of the full-page advertisement promoting the City of Scottsdale.**

Did your event website have a prominent link to the City of Scottsdale 60 days prior to the event? (per contract)

YES ☐ **NO** ☐

If YES, please include the hyperlink to the webpage:

SUBMISSION INFO

I authorize the verification of the information provided on this form.

Signature (Required):	**Date:**
Name	

Docusign Envelope ID: 8608D8FA-395E-8DAE-83D0-A68A28AF4A9F

EVENT VENUE FEE AGREEMENT

THIS EVENT VENUE FEE AGREEMENT (the "Agreement") is made this ____ day of _____, 20_____ by and between Fusion Sports Ventures LLC ("Producer") and City of Scottsdale, an Arizona municipal corporation ("City").

RECITALS

A. Producer is the producer of a certain tourist-oriented event (the "Event") known as The Open. The Event is oriented toward certain tourists (the "Out-of-town Tourists"). Out-of-town Tourists are people who reside outside of Maricopa County who visit Scottsdale and stay overnight in Scottsdale specifically to attend the Event.

B. The Event is described in the Event Venue Fee Program application that Producer has submitted to City (the "Event Description") dated August 12, 2026, attached as **Exhibit A**.

C. City's City Council has approved the expenditure of a portion of certain funds collected under Scottsdale Revised Code Sections 2-285 and 288 (the "Bed Tax Funds") to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona. Bed Tax Funds are limited to the portion of such funds that the city council allocates to event development.

D. Producer has requested that City pay to Producer a portion of the Bed Tax Funds (the "Event Funds") in a maximum amount of twelve thousand dollars ($12,000) (the "Event Amount") to secure the public benefits provided by the Event.

E. City's willingness to provide the Event Funds is conditioned upon Producer's executing and performing this Agreement and delivering to City after the Event a report (the "Post Event Report") accompanied by a separate invoice (the "Invoice").

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to the various limits contained elsewhere in this Agreement and the following cumulative conditions and limitations:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount, minus setoffs and other amounts to which City may be entitled.

1.2 City's payments shall be made only from Bed Tax Funds. City is not obligated to provide funding from any other source.

1.3 Without detracting from limits contained elsewhere in this Agreement, Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse Event Funds, taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

1.4 If the Producer's Post-Event Report does not provide sufficient evidence, as determined by the City, that the Event generated at least 645 room nights as specified in the Event Description ("minimum room nights") in hotels that pay bed tax to the City of Scottsdale the

maximum Event Funds payable shall be reduced based on the ratio of room nights generated, as determined by the City, to the minimum room nights.

1.5 The City may reduce payment or make no payment of Event Funds if the City determines that the Producer has failed to fulfill all terms of this Agreement.

2. Event Requirements. Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event shall be of the same scale, quality, attendance, economic benefit to the public and provide other public benefits, or better, as are described in the Event Description and as were provided by the Event last year (if the event occurred last year).

2.2 The Event shall conform to the Event Description.

2.3 The Event shall be open to the public. Producer may elect to charge admission for the Event.

2.4 The Event shall be held on the date or dates stated in the Event Description. The date of the Event may be postponed as follows:

2.4.1 Postponement is not allowed unless due to war; insurrection; strikes, lock-outs; other major industrial disturbances; civil disturbances; riots; floods; earthquakes; fires; casualties; acts of the public enemy; blockades; epidemics; quarantine restrictions; freight embargoes; widespread transportation system failure; or extremely unusually severe weather.

2.4.2 If the Event is postponed, it shall be rescheduled to a date that is acceptable to both Producer and City. If within sixty (60) days after the originally scheduled Event date Producer and City do not agree to a new Event date, then this Agreement shall terminate.

2.5 The Event or portion of the Event specified in the Event Description shall be held within the corporate limits of the City of Scottsdale.

2.6 Producer shall publicly acknowledge the City support represented by this Agreement. Without limitation, all Event publicity, messaging and other activities that occur before and during the Event shall clearly and prominently indicate that the Event will occur in Scottsdale. All Event publicity and messaging that acknowledges any Event sponsor shall acknowledge the City as a sponsor and shall utilize (where appropriate in City's discretion) a logo provided by City provided that at a minimum, Producer shall acknowledge the City as a sponsor at least twice in publicity and messaging. No other use of City's name is allowed in any form of advertising or public relations without prior City approval. Consistent with this Agreement's requirement that Producer publicize and promote the City, Producer and its officers, directors and agents will not disparage the City or its officers, agents or employees during the term of this Agreement.

2.7 If the Producer distributes an Event program, Producer shall publish in the Event program at least one reasonably prominent advertisement that is at least a full page. The advertisement shall use content provided by City promoting Scottsdale.

2.8 Beginning at least sixty (60) days prior to the Event, the official Event web site shall have a prominent link to City's selected web site and contain Event information that is sufficient to promote Event programming and the day(s), time and location of the Event.

2.9 Producer shall provide the City with benefits, including recognition and publicity, commensurate with the benefits provided to other sponsors at a similar sponsorship level as the City.

3. Reimbursable Activities. Producer shall perform certain additional activities (the "Reimbursable Activities") at Producer's own expense, subject to reimbursement by Event Funds, as follows:

3.1 Producer shall rent from City use of City's sports complex facility and shall use the facility for the Event as described in the Event Description. Funds will not be disbursed for field(s) that are reserved but not used to capacity, as determined by the Parks and Recreation Department.

3.2 No changes to the Reimbursable Activities, such as additions, deletions or variations are allowed unless Producer gives City written notice of the request for a change and receives written notice from City approving the change, in City's sole and absolute discretion. City will not pay for unapproved changes.

4. Invoice Requirements. Producer shall report the Reimbursable Activities by providing an invoice (the "Invoice") to City as follows:

4.1 City shall make a single payment for all Reimbursable Activities. The Invoice shall be addressed from Producer to City and shall request the payment.

4.2 City shall not be obligated to pay any part of a late Invoice.

4.3 The Invoice shall be accompanied by the following evidence for all of the Reimbursable Activities:

4.3.1 A formal, written invoice issued by the person who supplied goods and services for the Event to Producer that includes a list of the goods or services provided and the amount the person charged Producer for the goods or services.

4.3.2 A copy of a cancelled check from Producer to the person who provided the goods or services showing that Producer has paid the payment described on the person's invoice.

4.3.3. Such other evidence as City may request.

5. Delivery and Follow up. Producer shall inform City of its activities under this Agreement as follows:

5.1 Producer shall deliver to City a Post Event Report in the form attached hereto as **Exhibit B** and the Invoice no later than the earlier of sixty (60) days following the Event or the May 31 first following the Event.

5.2 Producer shall deliver the Post Event Report and the Invoice simultaneously.

5.3 Subject to section 5.4, City shall pay the Event Funds within sixty (60) days after receiving all of the following:

5.3.1 The Post Event Report.

5.3.2 The Invoice.

5.3.3 All supporting and other materials required by this Agreement.

5.4 If the City determines that an audit under Section 6 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in Section 5.3 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

5.5 After the Event, Producer shall make oral reports to City's Tourism Development Commission and City Council, if City requests.

6. Records and Audit Rights. Producer'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 the Producer or any of Producer'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 the Producer's records and 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.

Producer 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 Producer 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 Producer 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 Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer'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 Producer.

7. Termination. This Agreement shall terminate upon Producer providing to City a satisfactory Post Event Report, complying with all other requirements of this Agreement, and City paying to Producer the Event Funds. However, City may, without further obligation, terminate the Agreement at any earlier time for convenience or cause by giving Producer ten (10) days written notice of the termination.

8. Other City Contracts and Resources. City's obligations to Producer are limited to the specific items detailed in this Agreement. For example, this Agreement does not obligate City to provide road closures, road closure equipment, hydrant water, emergency medical service, route clean-up service or other operations support. This Agreement does not allow Producer to conduct the Event at a City park or right-of-way or on other City land. If Producer desires use of City resources, then Producer must pursue those City resources through normal processes. Without limitation, City's support of the Event is not a commitment that such City resources will be available, even if the City resources are discussed in this Agreement or are necessary to conduct the Event in the manner contemplated by this Agreement. Without limitation, this Agreement does not authorize any use of any land or facilities owned, controlled or operated by City or any third

party. Producer shall not use such land or facilities without first entering into separate contracts for such use. City has not promised Producer any such contracts or use. This Agreement is not a promise to make City venues or other resources available for the Event. Any use of City property for the Event would require a separate contract. If Producer enters into any other agreements with City, including without limitation agreements for the same event, for other events, or for use of city venues or resources for any event, then any violation of this Agreement or any of the other agreements by Producer shall be a violation by Producer of all such agreements and this paragraph shall be deemed to be included in all such other agreements. If any other such agreement imposes on Producer different requirements than this Agreement, then the stricter requirements shall apply.

9. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless 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, and all claim adjusting and handling expense, 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 Producer relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others 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 Producer's customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

10. Insurance. Producer shall purchase and maintain during the Event and during all setup and takedown of the Event insurance with coverages and limits as follows:

10.1 The following coverages are required:

10.1.1 "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 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.

10.1.2 If any vehicle is used in the performance of the scope of work that is the subject of this contract, commercial/business automobile liability insurance with a limit of not less than $1,000,000, each accident with respect to the Producer owned, hired, and non-owned vehicles.

10.1.3 Workers compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than $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, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

10.1.4 If valet parking is offered, garage keepers legal liability with limits of not less than $75,000 per vehicle.

10.1.5 If alcohol is sold at the Event, liquor liability insurance with a limit of not less than $5,000,000 for each occurrence and $5,000,000 aggregate.

10.3 For all insurance policies except Workers Compensation, City shall be named as additional insured and coverage shall extend to the full limits of liability purchased by the Producer even if those limits of liability are in excess of those required by this Contract

10.4 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

10.5 The Producer'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 Producer and must not contribute to it.

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

10.7 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 his designee.

10.8 Producer shall purchase and maintain all required insurance from 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.

10.9 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

10.10 By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect the Producer. 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 Producer 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.

10.11 Producer shall provide City, prior to the Event, certificates of insurance as evidence that the required insurance coverages and limits are in full force and effect. However, if the Event occurs at a City-owned or managed site or if the event receives a special event permit and a certificate evidencing the required insurance is provided to the City's contract administrator for

the venue agreement or the special event permit, a separate certificate does not need to be provided to the contract administrator for this Agreement.

11. Miscellaneous. The following additional provisions shall apply:

11.1 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, proposal, draft agreement, discussion outline, correspondence, memoranda or representation regarding the payment of City funds for the Event.

11.2 Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or other regulatory approval to hold the Event.

11.3 Candidates for Office. Producer shall not allow the Event to feature or otherwise spotlight a candidate who is currently running for election or re-election for any political office.

11.4 Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated in whole or in part without City's prior written consent.

11.5 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. Section 38-511.

11.6 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

11.7 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

11.8 Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

11.9 Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

11.10 Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

If to City:	Steve Geiogamah-Contract Administrator Tourism Development Manager Tourism and Events Department City of Scottsdale 7447 E Indian School Rd Scottsdale, AZ 85251
If to Producer:	Fusion Sports Ventures LLC Andrew Weber 2604 N. 27th Street, Unit #16

Phoenix, AZ 85008

By notice from time to time, City or Producer may designate any other address for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

11.11 Third Parties. There are no third party beneficiaries to this Agreement.

11.12 Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to A.R.S. §41-4401(A)(1) that Producer 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), Producer shall not be deemed to be in material breach of the warranty if Producer 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 Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

11.13 Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

PRODUCER:

Signed by:
Andrew Weber
FA5853332498445...
Signature

By: Andrew Weber
Print Name

Its: PRESIDENT-OWNER
Title

CITY: CITY OF SCOTTSDALE, a municipal corporation

By: _____
Lisa Borowsky, Mayor

ATTEST:

By: _____
Ben Lane, City Clerk

APPROVED AS TO FORM:

_____
Luis E. Santaella, City Attorney
By: William Hylen, Deputy City Attorney

_____
George Woods, Safety and Risk Management Director

_____
Steve Geiogamah, Tourism Development Manager

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EVENT VENUE FEE FUNDING APPLICATION

APPLICANT INFORMATION

Application Date: August 12, 2026

Organization Name:	**Legal Description** (Corporation, LLC, etc.)
Fusion Sports Ventures LLC	Limited Liability Company (Arizona)

Business Address: 2604 N. 27th Street, Unit #16

City:	**State:**	**Zip Code:**
Phoenix	AZ	85008

Event Contact: Andrew Weber, Founder & CEO

Phone:	**Email:**
480-294-4465	andrew@fusionsportsventures.com

EVENT INFORMATION

Event Name: The Open - Soccer

Event Website: www.fusionsportsevents.com/theopen

Event Date(s):	**Event Times(s):**
December 4-6, 2026	Fri 8:00 AM - Sun 6:00 PM

Scottsdale event venue location(s) (list all):

Scottsdale Sports Complex; Bell Road 94; Reata Sports Complex

Admission Cost:	**Projected Attendance:**	**Attendance tracking method:**
Free to spectators; team entry $800-$1,200 by division	5,000-7,000	GotSport registration + on-site check-in; roster counts x travel party

Years in Scottsdale:	**Expense for Venue(s):**	**Requested Funding Amount:**
4	$22,480	$12,000

Brief description of event:

The Open is the year-end premier showcase of the Fusion Series, produced annually by Fusion Sports Ventures LLC, and runs December 4-6, 2026 in Scottsdale. Competition is structured in three tiers - Super Group (invitation and application only), Premier and Classic - for boys and girls U9 through U19, playing 7v7, 9v9 and 11v11 by age group, with a minimum of three games guaranteed and four in the Super Group.

The invitational top tier draws regional and national travel, and the early-December date falls outside *Scottsdale's peak spring season, delivering multi-night hotel demand in a softer period. The event is open* to the general public with no spectator admission charge, is non-discriminatory, accommodates those with special needs, and supports the City's sports and recreation tourism driver.

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EVENT VENUE FEE FUNDING APPLICATION

Estimated number of measurable room nights in Scottsdale hotels:	**Tracking method of room night data** (Room Blocks, or Room Pickup Reports):
600	Room blocks contracted through the event's official housing partner, Traveling Teams, with Scottsdale bed-tax paying hotels; verified by post-event room pickup reports supplied by Traveling Teams and, for the featured division, from the partner's EventConnect housing platform.

Does your event have a charitable component? If so, please explain.

No.

If you have previously received funding from the City of Scottsdale, list years and amounts below (list only up to the last three years).

Year	Amount
2025 (The Open)	$10,313.18
2024 (The Open)	$10,581.00

FUNDING REQUEST

City of Scottsdale cannot be the full funding source for an event. The contract requires that the producer perform other activities with no reimbursement from the City to conduct the event as promised to the City. Details about fully reimbursable activities are in the Event Agreement and should be reviewed carefully.

MARKETING INFORMATION

Provide a brief description of any event advertising or promotions (include marketing budget):

Channels: the event website (www.fusionsportsevents.com), Constant Contact email campaigns to the Fusion club, coach and family database, direct team and coach messaging inside GotSport, SMS, organic and paid social, and printed flyers with scannable registration QR codes distributed through partner clubs in AZ, CA, NV and TX. Creative is produced in-house on the Fusion Series brand system.

Scottsdale is named as host city in all event creative, on the event website, and in registration and travel communications. The City of Scottsdale and Experience Scottsdale can be recognized in event marketing, on-site signage and digital channels as agreed.

Total marketing budget: $5,000.

SUBMISSION INFO

Is this application being submitted at least 90 days before your event? YES (●) NO ( )

I authorize the verification of the information provided on this form.

Signature of applicant (Required): Andrew Weber **Date:** August 12, 2026

Name Andrew Weber, Founder & CEO, Fusion Sports Ventures LLC

Docusign Envelope ID: 8608D8FA-395E-8DAE-83D0-A68A28AF4A9F

FY 2026/27 Event Venue Fee Funding Program
Post-Event Report

The Post-Event Report is due 60 days following your event or May 31, whichever is earlier. Event producers are to provide a Post Event Report as identified in the event agreement.

Instructions:
Please submit with the following required documentation:

- Event producers are to provide a final invoice, as identified in the event agreement, as well as a W-9 that has been signed within the last year.
- Include invoicing and records demonstrating payment in full for facility rental. Funds will not be disbursed for field(s) that are reserved but not used to capacity, as determined by the Parks and Recreation Department.
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Questions, Post-Event Report, and Invoice should be submitted to:
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Attention: Holli Shannon
hshannon@scottsdaleaz.gov
480-312-7177

EVENT VENUE FEE POST-EVENT REPORT

Post-Event Submit Date:	
Event Name:	
Event Dates:	
Total Marketing Expense:	
Actual attendance, both participants and attendees:	**Attendance tracking method:** Include supporting documentation, such as but not limited to, venue records, attendance logs, receipts, and/or survey data.
Total amount paid for the City of Scottsdale facility:	**Date that facility payment was made:**

Please provide the following:

A. **Effects on City Hotels. Provide a list of contracted *Scottsdale hotels and addresses* and property room night reports, verifying at least 645 rooms. Include any documentation from Scottsdale hoteliers confirming the actual number of rooms sold in room blocks set aside for the event.**

B. **A description of the Performance under Agreement. Provide number of teams and out-of-state players.**

EVENT VENUE FEE POST-EVENT REPORT

C. Benefits to the City of Scottsdale and the public. Provide quality of life and local business benefits.

D. Positive & Negative Effects on City Services, Facilities and Neighborhoods

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EVENT VENUE FEE POST-EVENT REPORT

E. Describe any additional information such as survey or economic impact results that might be useful in understanding the event's impact on Scottsdale and its Tourism Industry.

F. What could be done to improve the event in the future?

Did you produce an event program?

YES ☐ **NO** ☐

If YES, (per contract) **submit a copy of the full-page advertisement promoting the City of Scottsdale.**

Did your event website have a prominent link to the City of Scottsdale 60 days prior to the event? (per contract)

YES ☐ **NO** ☐

If YES, please include the hyperlink to the webpage:

SUBMISSION INFO

I authorize the verification of the information provided on this form.

Signature (Required):	**Date:**
Name	

EVENT VENUE FEE AGREEMENT

THIS EVENT VENUE FEE AGREEMENT (the "Agreement") is made this ____ day of _____, 20_____ by and between Real Salt Lake AZ Corporation ("Producer") and City of Scottsdale, an Arizona municipal corporation ("City").

RECITALS

A. Producer is the producer of a certain tourist-oriented event (the "Event") known as RSL – AZ Holiday Classic. The Event is oriented toward certain tourists (the "Out-of-town Tourists"). Out-of-town Tourists are people who reside outside of Maricopa County who visit Scottsdale and stay overnight in Scottsdale specifically to attend the Event.

B. The Event is described in the Event Venue Fee Program application that Producer has submitted to City (the "Event Description") dated September 17, 2026, attached as **Exhibit A**.

C. City's City Council has approved the expenditure of a portion of certain funds collected under Scottsdale Revised Code Sections 2-285 and 288 (the "Bed Tax Funds") to be used to help promote certain events supporting tourism and the hospitality industry in Scottsdale, Arizona. Bed Tax Funds are limited to the portion of such funds that the city council allocates to event development.

D. Producer has requested that City pay to Producer a portion of the Bed Tax Funds (the "Event Funds") in a maximum amount of twelve thousand dollars ($12,000) (the "Event Amount") to secure the public benefits provided by the Event.

E. City's willingness to provide the Event Funds is conditioned upon Producer's executing and performing this Agreement and delivering to City after the Event a report (the "Post Event Report") accompanied by a separate invoice (the "Invoice").

NOW, THEREFORE, in consideration of the foregoing and good and valuable consideration received, the parties hereto agree as follows:

1. Funding Limitation. Payment of the Event Funds is subject to the various limits contained elsewhere in this Agreement and the following cumulative conditions and limitations:

1.1 The total amount of Event Funds City pays under this Agreement shall not exceed the Event Amount, minus setoffs and other amounts to which City may be entitled.

1.2 City's payments shall be made only from Bed Tax Funds. City is not obligated to provide funding from any other source.

1.3 Without detracting from limits contained elsewhere in this Agreement, Event Funds shall be disbursed only to the extent City determines, in its sole and absolute discretion, that City has collected adequate Bed Tax Funds to disburse Event Funds, taking into account all circumstances including, without limitation, competing uses for the Bed Tax Funds.

1.4 If the Producer's Post-Event Report does not provide sufficient evidence, as determined by the City, that the Event generated at least 645 room nights as specified in the

Event Description ("minimum room nights") in hotels that pay bed tax to the City of Scottsdale the maximum Event Funds payable shall be reduced based on the ratio of room nights generated, as determined by the City, to the minimum room nights.

1.5 The City may reduce payment or make no payment of Event Funds if the City determines that the Producer has failed to fulfill all terms of this Agreement.

2. Event Requirements. Producer shall cause the Event to comply with all of the following requirements:

2.1 The Event shall be of the same scale, quality, attendance, economic benefit to the public and provide other public benefits, or better, as are described in the Event Description and as were provided by the Event last year (if the event occurred last year).

2.2 The Event shall conform to the Event Description.

2.3 The Event shall be open to the public. Producer may elect to charge admission for the Event.

2.4 The Event shall be held on the date or dates stated in the Event Description. The date of the Event may be postponed as follows:

2.4.1 Postponement is not allowed unless due to war; insurrection; strikes, lock-outs; other major industrial disturbances; civil disturbances; riots; floods; earthquakes; fires; casualties; acts of the public enemy; blockades; epidemics; quarantine restrictions; freight embargoes; widespread transportation system failure; or extremely unusually severe weather.

2.4.2 If the Event is postponed, it shall be rescheduled to a date that is acceptable to both Producer and City. If within sixty (60) days after the originally scheduled Event date Producer and City do not agree to a new Event date, then this Agreement shall terminate.

2.5 The Event or portion of the Event specified in the Event Description shall be held within the corporate limits of the City of Scottsdale.

2.6 Producer shall publicly acknowledge the City support represented by this Agreement. Without limitation, all Event publicity, messaging and other activities that occur before and during the Event shall clearly and prominently indicate that the Event will occur in Scottsdale. All Event publicity and messaging that acknowledges any Event sponsor shall acknowledge the City as a sponsor and shall utilize (where appropriate in City's discretion) a logo provided by City provided that at a minimum, Producer shall acknowledge the City as a sponsor at least twice in publicity and messaging. No other use of City's name is allowed in any form of advertising or public relations without prior City approval. Consistent with this Agreement's requirement that Producer publicize and promote the City, Producer and its officers, directors and agents will not disparage the City or its officers, agents or employees during the term of this Agreement.

2.7 If the Producer distributes an Event program, Producer shall publish in the Event program at least one reasonably prominent advertisement that is at least a full page. The advertisement shall use content provided by City promoting Scottsdale.

2.8 Beginning at least sixty (60) days prior to the Event, the official Event web site shall have a prominent link to City's selected web site and contain Event information that is sufficient to promote Event programming and the day(s), time and location of the Event.

2.9 Producer shall provide the City with benefits, including recognition and publicity, commensurate with the benefits provided to other sponsors at a similar sponsorship level as the City.

3. Reimbursable Activities. Producer shall perform certain additional activities (the "Reimbursable Activities") at Producer's own expense, subject to reimbursement by Event Funds, as follows:

3.1 Producer shall rent from City use of City's sport complex facility and shall use the facility for the Event as described in the Event Description. Funds will not be disbursed for field(s) that are reserved but not used to capacity, as determined by the Parks and Recreation Department.

3.2 No changes to the Reimbursable Activities, such as additions, deletions or variations are allowed unless Producer gives City written notice of the request for a change and receives written notice from City approving the change, in City's sole and absolute discretion. City will not pay for unapproved changes.

4. Invoice Requirements. Producer shall report the Reimbursable Activities by providing an invoice (the "Invoice") to City as follows:

4.1 City shall make a single payment for all Reimbursable Activities. The Invoice shall be addressed from Producer to City and shall request the payment.

4.2 City shall not be obligated to pay any part of a late Invoice.

4.3 The Invoice shall be accompanied by the following evidence for all of the Reimbursable Activities:

4.3.1 A formal, written invoice issued by the person who supplied goods and services for the Event to Producer that includes a list of the goods or services provided and the amount the person charged Producer for the goods or services.

4.3.2 A copy of a cancelled check from Producer to the person who provided the goods or services showing that Producer has paid the payment described on the person's invoice.

4.3.3. Such other evidence as City may request.

5. Delivery and Follow up. Producer shall inform City of its activities under this Agreement as follows:

5.1 Producer shall deliver to City a Post Event Report in the form attached hereto as **Exhibit B** and the Invoice no later than the earlier of sixty (60) days following the Event or the May 31 first following the Event.

5.2 Producer shall deliver the Post Event Report and the Invoice simultaneously.

5.3 Subject to section 5.4, City shall pay the Event Funds within sixty (60) days after receiving all of the following:

5.3.1 The Post Event Report.

5.3.2 The Invoice.

5.3.3 All supporting and other materials required by this Agreement.

5.4 If the City determines that an audit under Section 6 of the Agreement will be conducted, payment will be made within 120 days of the City receiving the information in Section 5.3 provided the Producer fully cooperates in the audit. The Producer's failure to fully cooperate in the audit may delay payment beyond 120 days.

5.5 After the Event, Producer shall make oral reports to City's Tourism Development Commission and City Council, if City requests.

6. Records and Audit Rights. Producer'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 the Producer or any of Producer'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 the Producer's records and 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.

Producer 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 Producer 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 Producer 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 Producer. Any adjustments and/or payments which must be made as a result of any audit or inspection of the Producer'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 Producer.

7. Termination. This Agreement shall terminate upon Producer providing to City a satisfactory Post Event Report, complying with all other requirements of this Agreement, and City paying to Producer the Event Funds. However, City may, without further obligation, terminate the Agreement at any earlier time for convenience or cause by giving Producer ten (10) days written notice of the termination.

8. Other City Contracts and Resources. City's obligations to Producer are limited to the specific items detailed in this Agreement. For example, this Agreement does not obligate City to provide road closures, road closure equipment, hydrant water, emergency medical service, route clean-up service or other operations support. This Agreement does not allow Producer to conduct the Event at a City park or right-of-way or on other City land. If Producer desires use of City

resources, then Producer must pursue those City resources through normal processes. Without limitation, City's support of the Event is not a commitment that such City resources will be available, even if the City resources are discussed in this Agreement or are necessary to conduct the Event in the manner contemplated by this Agreement. Without limitation, this Agreement does not authorize any use of any land or facilities owned, controlled or operated by City or any third party. Producer shall not use such land or facilities without first entering into separate contracts for such use. City has not promised Producer any such contracts or use. This Agreement is not a promise to make City venues or other resources available for the Event. Any use of City property for the Event would require a separate contract. If Producer enters into any other agreements with City, including without limitation agreements for the same event, for other events, or for use of city venues or resources for any event, then any violation of this Agreement or any of the other agreements by Producer shall be a violation by Producer of all such agreements and this paragraph shall be deemed to be included in all such other agreements. If any other such agreement imposes on Producer different requirements than this Agreement, then the stricter requirements shall apply.

9. Indemnification. To the fullest extent permitted by law, Producer, its successors, assigns and guarantors, shall defend, indemnify and hold harmless 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, and all claim adjusting and handling expense, 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 Producer relating to the Event, and any work or services in the performance of this Agreement including, but not limited to, any subcontractors, suppliers or others 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 Producer's customers or employees. Producer's indemnification obligations shall extend beyond and will not be affected by any termination of this Agreement.

10. Insurance. Producer shall purchase and maintain during the Event and during all setup and takedown of the Event insurance with coverages and limits as follows:

10.1 The following coverages are required:

10.1.1 "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 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.

10.1.2 If any vehicle is used in the performance of the scope of work that is the subject of this contract, commercial/business automobile liability insurance with a limit of not less than $1,000,000, each accident with respect to the Producer owned, hired, and non-owned vehicles.

10.1.3 Workers compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Producer's employees; and Employers' Liability insurance of not less than $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, Producer will cause the third parties to provide Workers Compensation and Employers' Liability to at least the same extent as required of Producer.

10.1.4 If valet parking is offered, garage keepers legal liability with limits of not less than $75,000 per vehicle.

10.1.5 If alcohol is sold at the Event, liquor liability insurance with a limit of not less than $5,000,000 for each occurrence and $5,000,000 aggregate.

10.3 For all insurance policies except Workers Compensation, City shall be named as additional insured and coverage shall extend to the full limits of liability purchased by the Producer even if those limits of liability are in excess of those required by this Contract

10.4 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

10.5 The Producer'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 Producer and must not contribute to it.

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

10.7 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 his designee.

10.8 Producer shall purchase and maintain all required insurance from 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.

10.9 Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Producer shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as required by this Agreement which protects City and Producer. Producer shall be responsible for executing the agreement with Subcontractor and obtaining Certificates of Insurance verifying the insurance requirements.

10.10 By requiring the insurance stated in this Contract, the City of Scottsdale does not represent that coverage and limits will be adequate to protect the Producer. 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 Producer 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.

10.11 Producer shall provide City, prior to the Event, certificates of insurance as evidence that the required insurance coverages and limits are in full force and effect. However, if the Event occurs at a City-owned or managed site or if the event receives a special event permit and a certificate evidencing the required insurance is provided to the City's contract administrator for the venue agreement or the special event permit, a separate certificate does not need to be provided to the contract administrator for this Agreement.

11. Miscellaneous. The following additional provisions shall apply:

11.1 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, proposal, draft agreement, discussion outline, correspondence, memoranda or representation regarding the payment of City funds for the Event.

11.2 Compliance With Law. This Agreement does not waive and is not a substitute for Producer's obligation to comply with all state, local and federal laws, policies and regulations applicable to the Event. This Agreement is not a permit or other regulatory approval to hold the Event.

11.3 Candidates for Office. Producer shall not allow the Event to feature or otherwise spotlight a candidate who is currently running for election or re-election for any political office.

11.4 Assignment. Producer's obligations and rights hereunder shall not be assigned or delegated in whole or in part without City's prior written consent.

11.5 Cancellation. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. Section 38-511.

11.6 Modifications. Any amendment or modification from the terms of the Agreement shall be in writing and shall be effective only upon approval of all parties.

11.7 Severability. If any term or provision of this Agreement shall be found to be illegal or unenforceable, the remainder of this Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted.

11.8 Attorney's Fees. If any party brings any action for any relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party reasonable attorney's fees, costs, and expenses, determined by a court sitting without a jury, which shall be deemed to have accrued on the commencement of such action.

11.9 Authority. The person executing this Agreement on behalf of Producer warrants and represents to have full power and authority on behalf of Producer to enter into and perform this Agreement.

11.10 Notices. Notices hereunder shall be given in writing by hand delivery or by United States mail, return receipt requested, postage prepaid addressed to:

If to City: Steve Geiogamah-Contract Administrator
Tourism Development Manager
Tourism and Events Department
City of Scottsdale
7447 E Indian School Rd
Scottsdale, AZ 85251

If to Producer: Real Salt Lake AZ Corporation
Brent Erwin
10613 N Hayden Road, Suite J
Scottsdale, AZ 85260

By notice from time to time, City or Producer may designate any other address for receiving mailed notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) days (excluding Saturday, Sunday and legal holidays) after the notice is deposited in the United States mail.

11.11 Third Parties. There are no third party beneficiaries to this Agreement.

11.12 Employment of Unauthorized Workers. Producer shall comply with A.R.S. §23-211, et seq. and all other applicable federal, state and local laws and regulations that relate to Producer's employees (collectively, the "Unauthorized Worker Laws"). Producer shall cause its contractors to comply with the Unauthorized Worker Laws as respects the contractors' employees. Without limitation, Producer warrants and represents pursuant to A.R.S. §41-4401(A)(1) that Producer 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), Producer shall not be deemed to be in material breach of the warranty if Producer 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 Producer and its employees, and of Producer's contractors and their employees, to ensure that Producer and its contractors are in compliance with this paragraph.

11.13 Producer certifies that it is not currently engaged in and agrees for the duration of the contract to not engage in a boycott of Israel as defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date first stated above.

PRODUCER:

DocuSigned by:
Brent Erwin
31967A7A97594BC...
Signature

By: Brent Erwin
Print Name

Its: Executive Director RSL AZ
Title

CITY: CITY OF SCOTTSDALE, a municipal corporation

By: _____
Lisa Borowsky, Mayor

ATTEST:

By: _____
Ben Lane, City Clerk

APPROVED AS TO FORM:

_____
Luis E. Santaella, City Attorney
By: William Hylen, Deputy City Attorney

_____
George Woods, Safety and Risk Management Director

_____
Steve Geiogamah, Tourism Development Manager

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Docusign Envelope ID: 018EA6C6-0769-8BE1-83A2-3B4E13DBD6F4

EVENT VENUE FEE FUNDING APPLICATION

APPLICANT INFORMATION

Application Date: September 17, 2026		
Organization Name: Real Salt Lake AZ Corp		**Legal Description** (Corporation, LLC, etc.) 401C3
Business Address: 10613 N Hayden Road, Suite J		
City: Scottsdale	**State:** AZ	**Zip Code:** 85260
Event Contact: Doug Shank		
Phone: (919) 475-2487	**Email:** dshank@rslaz.org	

EVENT INFORMATION

Event Name: RSL-AZ Holiday Classic		
Event Website: https://www.rsl-az.com/holidayclassic		
Event Date(s): December 11, 12, 13 - 2026		**Event Times(s):** Fri (4pm to 10pm), Sat (8am to 10pm), S
Scottsdale event venue location(s) (list all): Scottsdale Sports Complex, Bell Road 94, Reata Sports Complex		
Admission Cost: Team Entry Fee ($150 to $1,000	**Projected Attendance:** 650 plus teams	**Attendance tracking method:** Team Registrations
Years in Scottsdale: 41	**Expense for Venue(s):** $44,205	**Requested Funding Amount:** $12,000

Brief description of event:
This is the single largest torunament in the State of Arizona. We have hosted the event for over 40 years and it has now risen above the 600 team mark in 2025. We anticipate that in 2026 we will have close to 700 teams. We have used the City of Scottsdale facilities every year and plan to utilize all fields at our disposal for this event.

EVENT VENUE FEE FUNDING APPLICATION

Estimated number of measurable room nights in Scottsdale hotels:	**Tracking method of room night data** (Room Blocks, or Room Pickup Reports):
600	We use a hotel agency that books our guests and submits a reprot at the end of every event.

Does your event have a charitable component? If so, please explain.

A portion of the proceeeds go to support our scholarship foundation that helps s

If you have previously received funding from the City of Scottsdale, list years and amounts below (list only up to the last three years).

Year	Amount
2026	$7,426.21

FUNDING REQUEST

City of Scottsdale cannot be the full funding source for an event. The contract requires that the producer perform other activities with no reimbursement from the City to conduct the event as promised to the City. Details about fully reimbursable activities are in the Event Agreement and should be reviewed carefully.

MARKETING INFORMATION

Provide a brief description of any event advertising or promotions (include marketing budget):
We utilize all social media channels and rely on direct email solicitation from previous years registration lists. In addiiton we utilize club relationships, in and out of state.

SUBMISSION INFO

Is this application being submitted at least 90 days before your event? YES ◉ NO ○

I authorize the verification of the information provided on this form.

Signature of applicant (Required): Signed by: [signature] 151EC6C6BF5A6451... **Date:** 9/17/26

Name Douglas M Shank

Docusign Envelope ID: 041751EC-EB97-82B9-8254-3A66A7B25286

CITY OF SCOTTSDALE

FY 2026/27 Event Venue Fee Funding Program
Post-Event Report

The Post-Event Report is due 60 days following your event or May 31, whichever is earlier. Event producers are to provide a Post Event Report as identified in the event agreement.

Instructions:
Please submit with the following required documentation:

- Event producers are to provide a final invoice, as identified in the event agreement, as well as a W-9 that has been signed within the last year.
- Include invoicing and records demonstrating payment in full for facility rental. Funds will not be disbursed for field(s) that are reserved but not used to capacity, as determined by the Parks and Recreation Department.
- Provide a list of contracted Scottsdale hotels and property room night reports, verifying required room nights. The report must include hotel **name and address** for verification.
- Submit tear sheets, air-time logs, website content, distribution or viewing logs, and other evidence of media publication or distribution, all in form and content acceptable to city.
- Payment is contingent upon submitting the appropriate documentation.

Questions, Post-Event Report, and Invoice should be submitted to:
City of Scottsdale Tourism & Events Department
Attention: Holli Shannon
hshannon@scottsdaleaz.gov
480-312-7177

EVENT VENUE FEE POST-EVENT REPORT	
Post-Event Submit Date:	
Event Name:	
Event Dates:	
Total Marketing Expense:	
Actual attendance, both participants and attendees:	**Attendance tracking method:** Include supporting documentation, such as but not limited to, venue records, attendance logs, receipts, and/or survey data.
Total amount paid for the City of Scottsdale facility:	**Date that facility payment was made:**

Please provide the following:

A. **Effects on City Hotels. Provide a list of contracted *Scottsdale hotels and addresses* and property room night reports, verifying at least 645 rooms. Include any documentation from Scottsdale hoteliers confirming the actual number of rooms sold in room blocks set aside for the event.**

B. **A description of the Performance under Agreement. Provide number of teams and out-of-state players.**

EVENT VENUE FEE POST-EVENT REPORT

C. Benefits to the City of Scottsdale and the public. Provide quality of life and local business benefits.

D. Positive & Negative Effects on City Services, Facilities and Neighborhoods

EVENT VENUE FEE POST-EVENT REPORT

E. Describe any additional information such as survey or economic impact results that might be useful in understanding the event's impact on Scottsdale and its Tourism Industry.

F. What could be done to improve the event in the future?

Did you produce an event program?

YES ☐ **NO** ☐

If YES, (per contract) **submit a copy of the full-page advertisement promoting the City of Scottsdale.**

Did your event website have a prominent link to the City of Scottsdale 60 days prior to the event? (per contract)

YES ☐ **NO** ☐

If YES, please include the hyperlink to the webpage:

SUBMISSION INFO

I authorize the verification of the information provided on this form.

Signature (Required):	**Date:**
Name	