



Special Event Application

9/3/2023

Standard

105-SE-2023

Event Information

Event Name SCOTTSDAZZLE HOLIDAY SING-ALONG AND TREE LIGHTING
Event Location 7124 E STETSON DR
Event URL SCOTTSDAZZLE.COM
Event Description THE KICKOFF EVENT FOR THE CITY'S ANNUAL SCOTTSDAZZLE HOLIDAY PROMOTION.

Event Dates

Event Dates (1)	Start Date	End Date	Participant Attendance	Other Attendance
	SAT 11/25/2023 7:00 PM	SAT 11/25/2023 9:00 PM	5000	0

Setup Date FRI 11/24/2023 7:00 AM - 08:00 PM

Teardown Date SAT 11/25/2023 9:00 PM - 12:00 AM

Applicant Information

Applicant CITY OF SCOTTSDALE
Applicant Address 7447 E. INDIAN SCHOOL ROAD
Applicant City SCOTTSDALE, AZ 85251
Applicant Name CHERYL SUMNERS
Title EVENTS MANAGER
Phone (480) 312-7834 Email CSUMNERS@SCOTTSDALEAZ.GOV
On-Site Contact KEVIN KOZIEL
Title VICE PRESIDENT, ENTERTAINMENT SOLUTIONS
Phone (480) 663-0700 Email KKOZIEL@ENTERTAINMENTSOLUTIONSINC.COM
Applicant Experience TOURISM & EVENTS DEPT. WORKING WITH OUR EVENT PRODUCER, ESI, TO SUCCESSFULLY EXECUTE.

Prior Events

Has this event been produced before? YES

Is this an annual event? YES Previous Years : 6

Are there any changes from previous years? YES CLOSING MARSHALL WAY FOR TWO DAYS TO ALLOW FOR SETUP AND TRUCKS, EQUIPMENT DELIVERIES ON BOTH FRIDAY AND SATURDAY.

Event Elements

Elements CIVIC, CULTURAL, ENTERTAINMENT
Description COMMUNITY HOLIDAY EVENT FREE, OPEN TO THE PUBLIC.

Public Property Criteria

Are there any cross promotions or collaborations with local businesses to encourage sales or visibility? NO
FOOD AND BEVERAGE VENDORS ARE SCOTTSDALE BUSINESSES.



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Explain any anticipated regional, national, or international attendance.

HOLIDAY KICKOFF EVENT FOR BOTH LOCALS AND THEIR VISITORS/GUESTS IN TOWN FOR THE THANKSGIVING HOLIDAY SEASON.

Is Scottsdale promoted in the special event marketing? YES

CITY EVENT

Explain how the community benefits from the event from a civic or cultural perspective.

FREE EVENT FOR THE COMMUNITY TO ENJOY THE FESTIVITIES OF THE HOLIDAY SEASON.

Does your event require a paid fee for participants and/or spectators? NO

Event Equipment

Stages	YES QTY: 1	Tables, Chairs, Furniture	YES
Generators	YES KW SIZE: 20 QTY: 3	Inflatables	NO
Portable Bars	NO	Amplified Sound	YES
Speakers	YES QTY: 5+	Temporary Restrooms	YES QTY: 12
Fencing	NO	BBQ Grills or Propane Use	NO
Lighting	YES	Tents/Canopies	YES
		10' x 10' QTY: 6	

Vendor Sales

Retail Merchandise	YES QTY: 1	Food And Non-Alcoholic Beverages	YES QTY: 3
Food Trucks	NO	Alcohol	NO
Services	NO		

Signage Plan

On-Site Signs? YES QTY: 4 TYPE: PORTABLE (A-FRAME- SITS ON TOP OF GROUND)

Off-Premise Signs? YES QTY: 4 TYPE: PORTABLE (A-FRAME- SITS ON TOP OF GROUND)

Signage Plan Description:

MISCELLANEOUS SIGNAGE ON SITE ALONG WITH NO PARKING, NO STOPPING SIGNS POSTED ALONG SCOTTSDALE ROAD TO AID IN PREVENTING VEHICLES FROM DROPPING OFF OR PICKING UP PASSENGERS.

Parking Plan

City parking lot	YES	City parking garage	YES
On-street parking	YES	On-site parking	NO
Off-site parking	NO	Shuttle service from off-site parking areas	NO
Valet service	NO	Rider Provider	NO



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Parking Plan Description

ATTENDEES WILL BE DIRECTED TO THE NUMEROUS PUBLIC PARKING GARAGES LOCATED NEARBY.

Street Use

Street or Alley Use

Street Closure : YES

Number of Lanes : 2

Direction : S

Street Name : MARSHALL WAY LOCATED SOUTH OF VIA SOLERI

Closure Dates : 11/24/2023 6:00:00 AM - 11/26/2023 6:00:00 AM

Public Parking Use

Parking Closure : NO

Sidewalk Use

Sidewalk Closure : NO

Barricade Company

Company Name : SOUTHWEST BARRICADE

Contact Name : TBD

Phone Number : (602) 788-2222

Entertainment - Amplification/Sound Plan

Entertainment

LIVE BAND, PRE-RECORDED MUSIC, DJ, SPEAKER/ANNOUNCER

Sound Monitoring

Name : KEVIN KOZIEL

Company : ESI

Phone Number : (602) 620-3351

Time and type of outside sound and sound check times

SOUND CHECKS ON DAY OF EVENT. (AFTERNOON)

Plan for sound monitoring, containment, and mitigation

SPEAKERS AIMED EAST TOWARDS SCOTTSDALE RD WITH SMALLER SPEAKERS LINING BOTH SIDES OF THE CANAL BANK FOR THE PUBLIC TO HEAR THE MUSIC AND SONGS (AND THE MC).

Police/Security

Security Personnel

Inhouse Security NO

Hired Security NO

Off Duty Police YES Estimated Number : 4 Scottsdale Police : YES Other Agency : NO

Scottsdale Fire Department and Medical Standby Services

Fire Department Permit Required NO

Medical Standby NO



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Fire Apparatus/Personnel Standby Required NO

Insurance

Insurance: Event activities on City/public property must be covered by insurance that protects the event sponsor/applicant and the City of Scottsdale. Various types and levels of liability insurance are required depending on the event. The required coverage and limits will be at the discretion of the Risk Management Division depending on the size and scope of the event. It is recommended that you submit your application and receive a determination on coverage and amounts before purchasing insurance coverage. Please refer to the Special Events Users Guide for more detailed information.

The following is a general guideline of the minimum limits that will be required:

Commercial General Liability Insurance coverage is required for all events with minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 Products & Completed Operations Aggregates, \$2,000,000 General Aggregate. Liquor Liability Insurance of \$1,000,000 to \$5,000,000 Per Occurrence is required for any event where liquor is being served.

All Insurance must endorse the City of Scottsdale as an Additional Insured. A separate insurance addendum with additional insurance requirements may be added to this application and become part of this contract.

I have a race event and have submitted a copy of the participant waiver that includes waiving liability against the city of Scottsdale and holding the city of Scottsdale harmless? NO

I have included a copy of the insurance certificate showing appropriate limits and coverages as required and naming City of Scottsdale as additional insured? NO

Application Authorization

WARRANTY: Applicant warrants that the information provided in this application is true and accurate to the best of Applicant's knowledge and belief.

INDEMNIFICATION: To the fullest extent allowed by law, the Applicant agrees to defend, indemnify and hold harmless the City, its officers, officials, representatives, agents, employees and volunteers from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, attorney fees, court costs, the cost of appellate proceedings, and all claim adjusting and handling expenses, arising from or related to any acts or omissions of the permit holder or its agents, contractors and subcontractors related to the Special Event including any claims, damages, or losses resulting from the City's or its employees' or agents' negligence.

The Applicant's signature below authorizes a City representative to inspect a special event on City or private property at any time, including setup.

AUTHORITY: For special events on public property, the Applicant warrants:

I am the permittee or an authorized agent of the permittee with authority to legally bind the permittee (an agent may sign only if the event is on private property) and agree to the conditions of this permit.

☒ Signature of Applicant - must be the same person listed on application.

Printed Name CHERYL SUMNERS

Date 9/3/2023

Title of Applicant EVENTS MANAGER, CITY OF SCOTTSDALE



Imagery Date: 10/4/2016

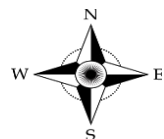


7542 E. Camelback Rd.
Scottsdale, AZ 85251
Phone: 480.663.0700
Fax: 480.663.0718

info@solutionsaz.com

SCOTTSDAZZLE
HOLIDAY SING-ALONG & TREE LIGHTING
SCOTTSDALE WATERFRONT
Saturday, November 25th 2023
7:00pm-9:00pm
V.2 as of 10/11/2023

Scottsdazzle





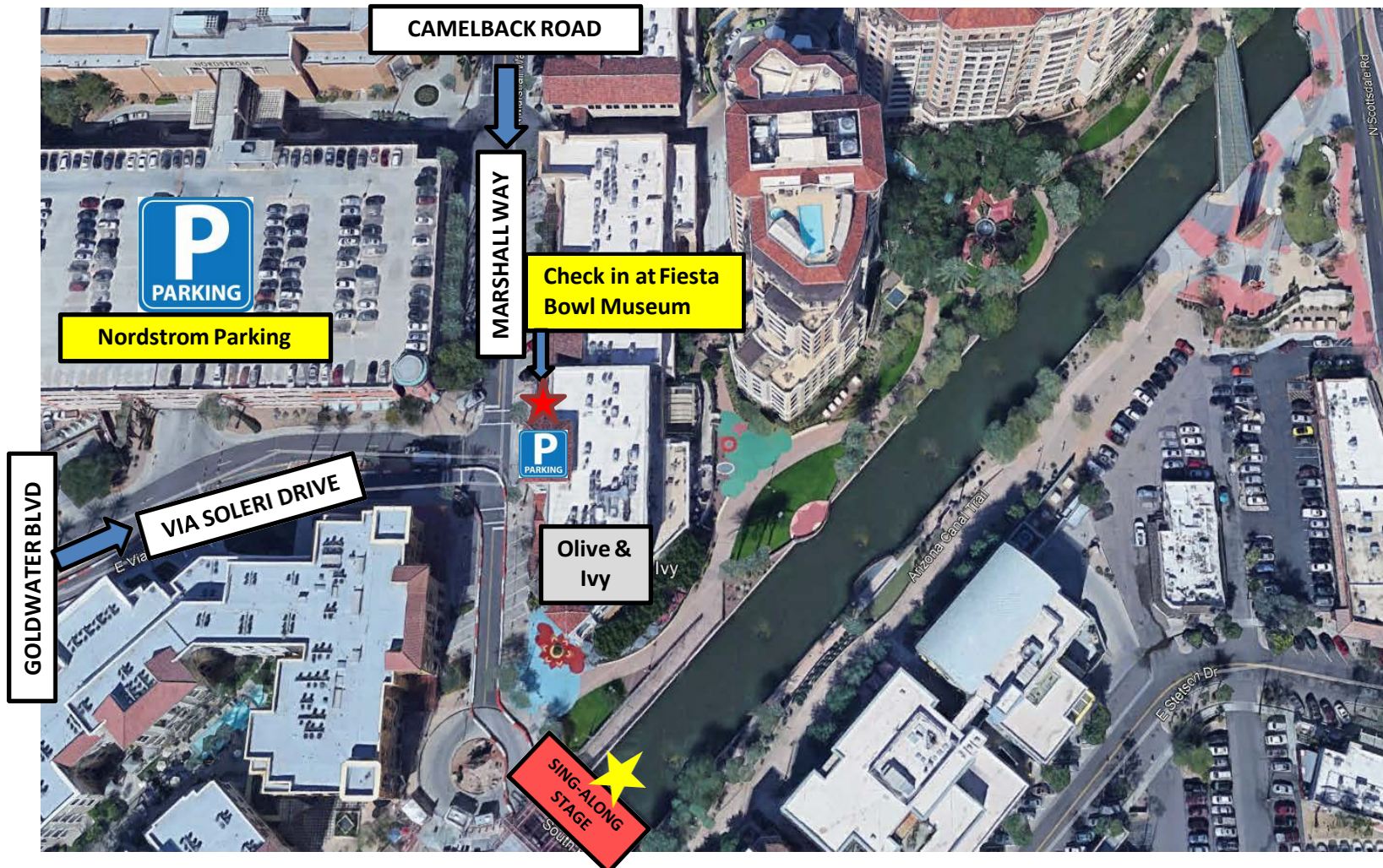
Scottsdale

Holiday Sing-Along & Tree Lighting

VIP/Performer/Vendor Arrival Instructions

Saturday, November 25th, 2023, 7:00pm – 9:00pm

7135 E Camelback Rd., Scottsdale, AZ 85251



1. Take Marshall Way South from Camelback Rd. (or head East onto Via Soleri Drive from Goldwater)
2. Park in Nordstrom garage or underground next to Fiesta Bowl Museum
3. Check in at Fiesta Bowl Museum



Drop-off: Friday 11/24/23 @ 6AM

Pick-up: Monday 11/27/23

Marshall Way

Scottsdale Rd

Location #1

Soleri Bridge

4420 N Scottsdale Rd, Scottsdale, AZ

85251

(10 Trash / 8 Recycle)

Location #2

(*Please Refer to Page 2 for placement*)

Marshall Way Bridge

Closest Address (Broadstone)

7025 E Via Soleri Dr. Scottsdale, AZ 85251

(10 Trash / 8 Recycle)

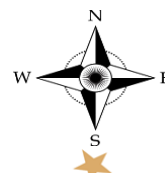
Stetson Dr



Scottsdazzle

Holiday Tree Lighting & Sing-Along

Saturday, November 25th, 2023, 7:00pm – 9:00pm



**ENTERTAINMENT
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Location #2

(*Please Refer to Page 2 for placement*)

Marshal Way Bridge

Closest Address (Broadstone)

7025 E Via Soleri Dr. Scottsdale, AZ 85251

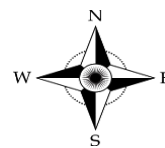
(10 Trash / 8 Recycle)



Scottsdazzle

Holiday Tree Lighting & Sing-Along

Saturday, November 25th, 2023, 7:00pm – 9:00pm



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EQUIPMENT LEGEND

- Sign Symbol

Vertical Panel

Type 1

Type 3
- "A" Lights

"B" Lights

"C" Lights

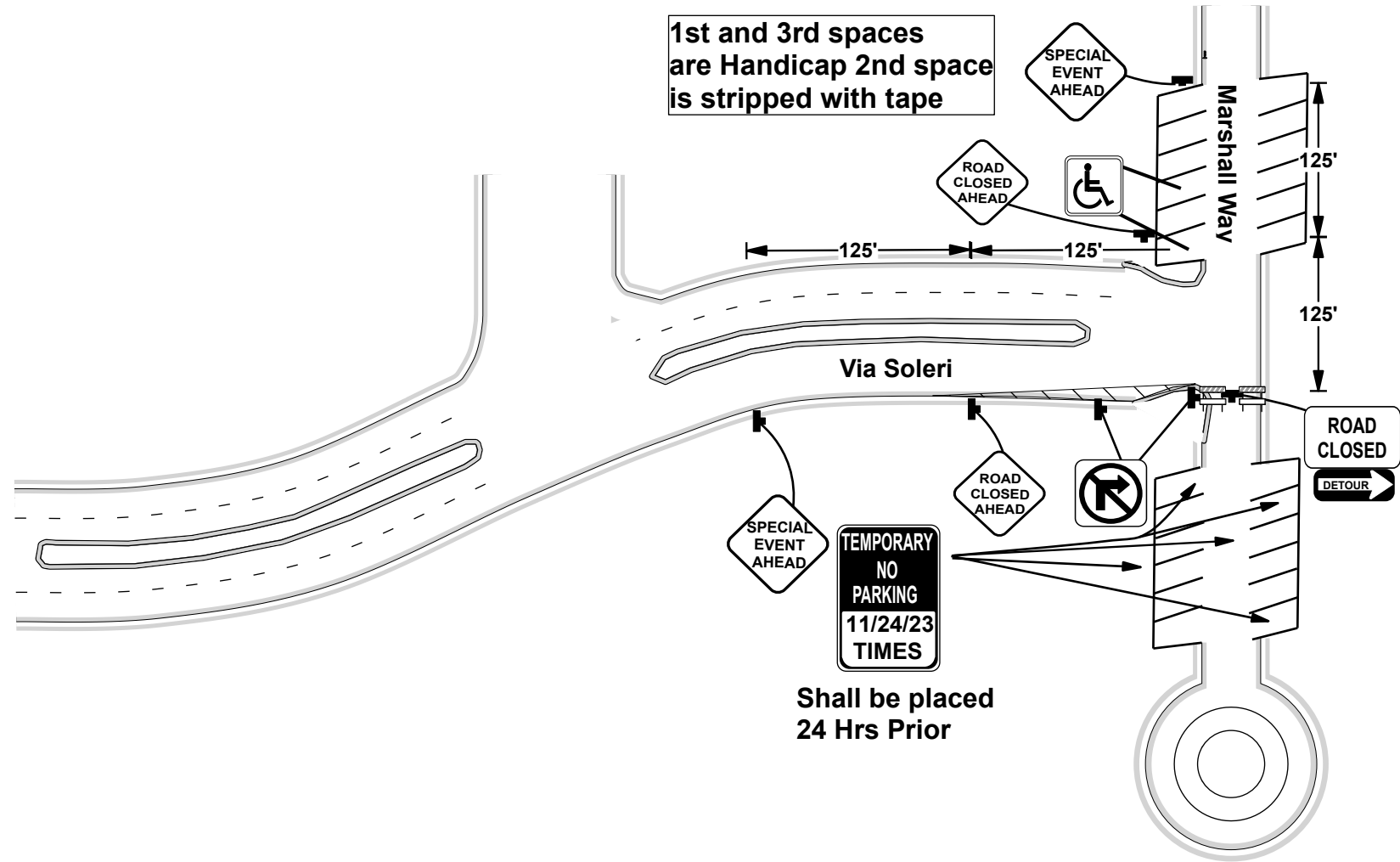
Arrow Panel

High Level

City of Scottsdale Approval

Field Engineering

Traffic Engineering



OFF-DUTY OFFICER IS REQUIRED IF WORKZONE IS WITHIN 300' OF SIGNALIZED INTERSECTION

 DRAWN BY Mark Lennartz Phone:602-788-2222 Email:tcp@swbarricades.com	T.C.P. NAME: 22-4273		9/30/22		COS Permit #	
	LOCATION: Via Soleri Mashall Way				Notes: NO parkings shall be placed 11/22	
	START DATE: 11/24/23		END DATE: 11/25/23			
	WORK HOURS:					
	<input type="checkbox"/> 8:30am-3:30pm Mon-Fri		<input checked="" type="checkbox"/> 24 HR 11/24 6am-4pm			
	<input type="checkbox"/> 10:00pm-5:00am Sun-Thur		<input type="checkbox"/> Other: 11/25 6am-11/27 @12am			
CONTRACTOR: Entertainment Solutions AZ		Contact person: Cody Koziol				
Contact Phone: 480-663-0700		Contact Email: cody@solutionsaz.com				

COMPASS

N

W

S

E

POSTED SPEED

SPEED LIMIT

25

IR



EQUIPMENT LEGEND

- Sign Symbol

Vertical Panel

Type 1

Type 3
- "A" Lights

"B" Lights

"C" Lights

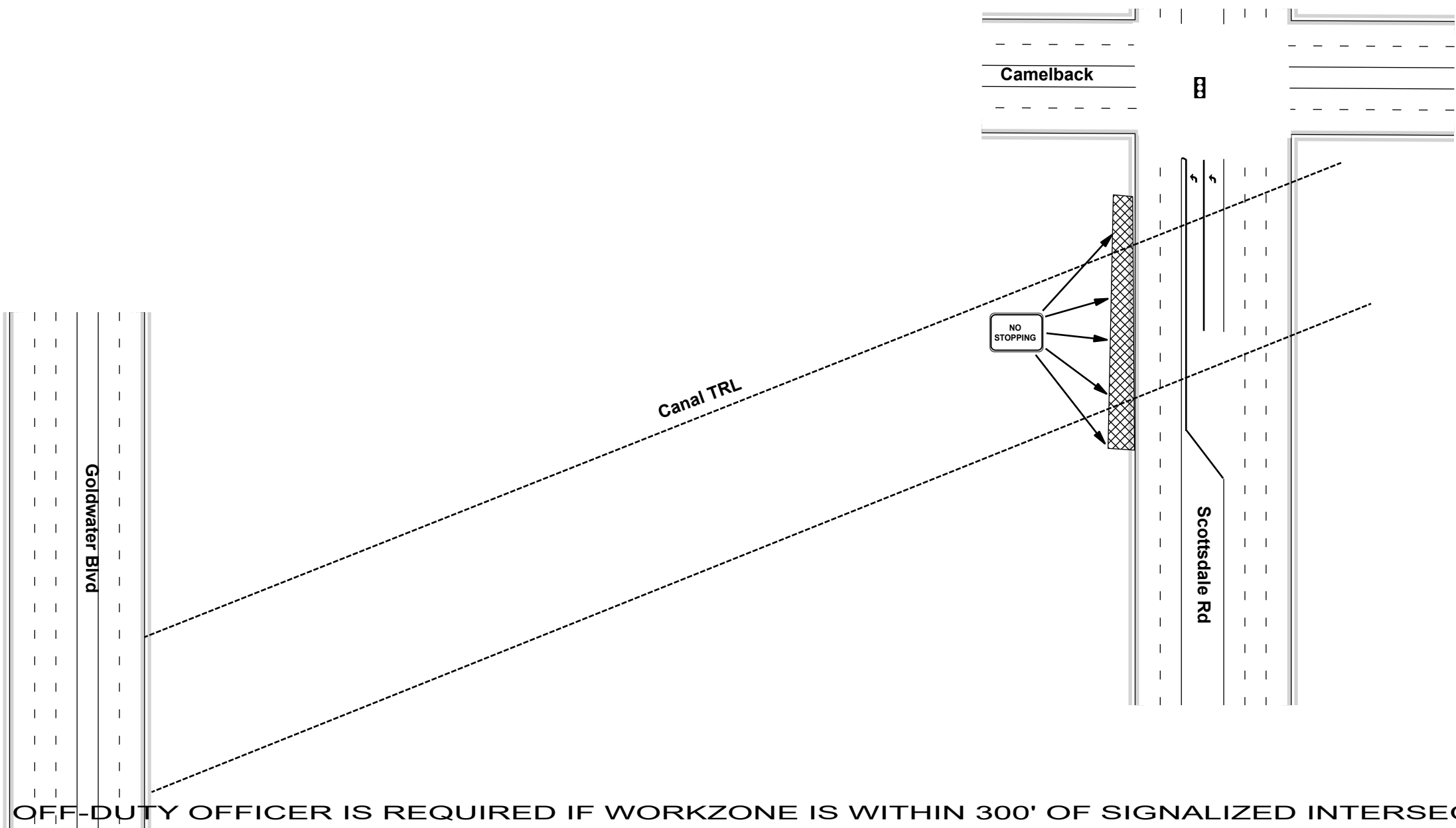
Arrow Panel

High Level

City of Scottsdale Approval

Field Engineering

Traffic Engineering



OFF-DUTY OFFICER IS REQUIRED IF WORKZONE IS WITHIN 300' OF SIGNALIZED INTERSECTION

 DRAWN BY Mark Lennartz Phone:602-788-2222 Email:tcp@swbarricades.com	T.C.P. NAME: 22-4610		10/17/22	COS Permit #
	LOCATION: Via Soleri Mashall Way			Notes:
	START DATE: 11/25/23		END DATE: 11/25/23	
	WORK HOURS:			
	<input type="checkbox"/> 8:30am-3:30pm Mon-Fri <input type="checkbox"/> 10:00pm-5:00am Sun-Thur			<input checked="" type="checkbox"/> 24 HR 4PM-10PM- 11/25/23 <input type="checkbox"/> Other: _____
CONTRACTOR: Entertainment Solutions AZ		Contact person: Cody Koziol		
Contact Phone: 480-663-0700		Contact Email: cody@solutionsaz.com		

COMPASS
N
W S E

POSTED SPEED
SPEED LIMIT 25

IR



2023 SCOTTSDAZZLE
TREE LIGHTING & SING ALONG
Irrigation Schedule
(as of 09 18 23)

Monday, November 20th

12:00pm Irrigation shut off @ Olive & Ivy/Marshall Way Bridge Grass

Wednesday, November 22nd

7:00am-1:00pm VIP Viewing Deck Installed @ Olive & Ivy/ Marshall Way Bridge Grass

Thursday, November 23rd

6:00pm Irrigation shut off @ following areas:
 - Bump out south of Fiesta Bowl Museum/ Resident Tower
 - Waterfront Fountain Area
 - Soleri Plaza Grass (COS)

Friday, November 24th

6:00am-4:00pm Marshall Way Roundabout Closed

8:00am – 6:00pm Production Load-in (Audio/Video/Staging/Lighting)

Saturday, November 25th

6:00am-12:00am Marshall Way Roundabout Closed

7:00pm-9:00pm Scottsdazzle Tree Lighting & Sing Along Event

Sunday, November 26th

6:00am Irrigation turned back on – All Areas



2023 HOLIDAY SING ALONG & TREE LIGHTING

Show Schedule

(as of 11 10 23)

SATURDAY, NOVEMBER 25, 2023

7pm	EVENT BEGINS
7pm-7:10pm	Scottsdale Community College Orchestra
7:10pm	Welcome Remarks (Emcee Cory McCloskey)
7:13pm	Mayor Ortega Remarks
7:15pm-7:50pm	SCOTTSDAZZLE SING-ALONG
7:15pm-7:17pm:	Cory McClosky: There's No Place Like Home for the Holidays
7:19pm-7:21pm:	Addison Bowman: Frosty the Snowman
7:23pm-7:25pm:	Mauricio Perusquia: Deck the Halls
7:27pm-7:29pm:	David Calzaretta: Jingle Bells
7:31pm-7:33pm:	Charlotte Mikalsky & Samuel Roalofs: We Need a Little Christmas
7:35pm-7:37pm:	Francine Reed: Rudolph the Red Nose Reindeer
7:39pm-7:41pm:	Andy Gonzales: Feliz Navidad
7:43pm-7:45pm:	Christian Hall: Sleigh Ride
7:47pm-7:49pm:	Melissa Solomon: Santa Claus is Coming to Town
7:50pm-7:53pm	CORY REMARKS/COUNTDOWN/TREE LIGHTING
7:53pm-7:55pm	MAYOR + ALL PERFORMERS---We Wish you a Merry Christmas
7:55pm-8pm	Cory McCloskey Remarks
8pm-9pm	Scottsdale Community College Orchestra--Main Stage
8pm-9pm	COCOPAH CHOIR--Soleri Park
	Cut PA System @ East End of Venue
9pm	Cory McCloskey Closing Remarks
9pm:	EVENT ENDS





2023 SCOTTSDAZZLE MICRO EVENTS SCHEDULE

Saturday, November 25th 2023

9am-12pm Farmers Market (1st & Brown)

Saturday, December 2nd 2023

9am-12pm Farmers Market (1st & Brown)

6pm-9pm Scottsdazzle Stroll #1 (Waterfront)

6:30pm-9pm Holiday Movie Night (Civic Center – East Bowl)

Saturday, December 9th 2023

9am-12pm Farmers Market (1st & Brown)

10am-11am Sugar Plum Tea Party (Marshall Way Bridge)

1pm-2pm Sugar Plum Tea Party (Marshall Way Bridge)

3pm-4pm Dazzling Magic Show (Marshall Way Bridge)

6pm-9pm Scottsdazzle Stroll #2 (Waterfront)

Sunday, December 10th 2023

9am-11am Sparkle & Spin Bicycle Scavenger Hunt (West Paseo – Scottsdale Civic Center)

10am-12pm Holly Jolly Painting Party (Marshall Way Bridge)

1pm-2pm Merry Centerpiece Making (Marshall Way Bridge)

3:30pm-5pm Ice it Up Cookie Decorating (Marshall Way Bridge)

Saturday, December 16th 2023

9am-12pm Farmers Market (1st & Brown)

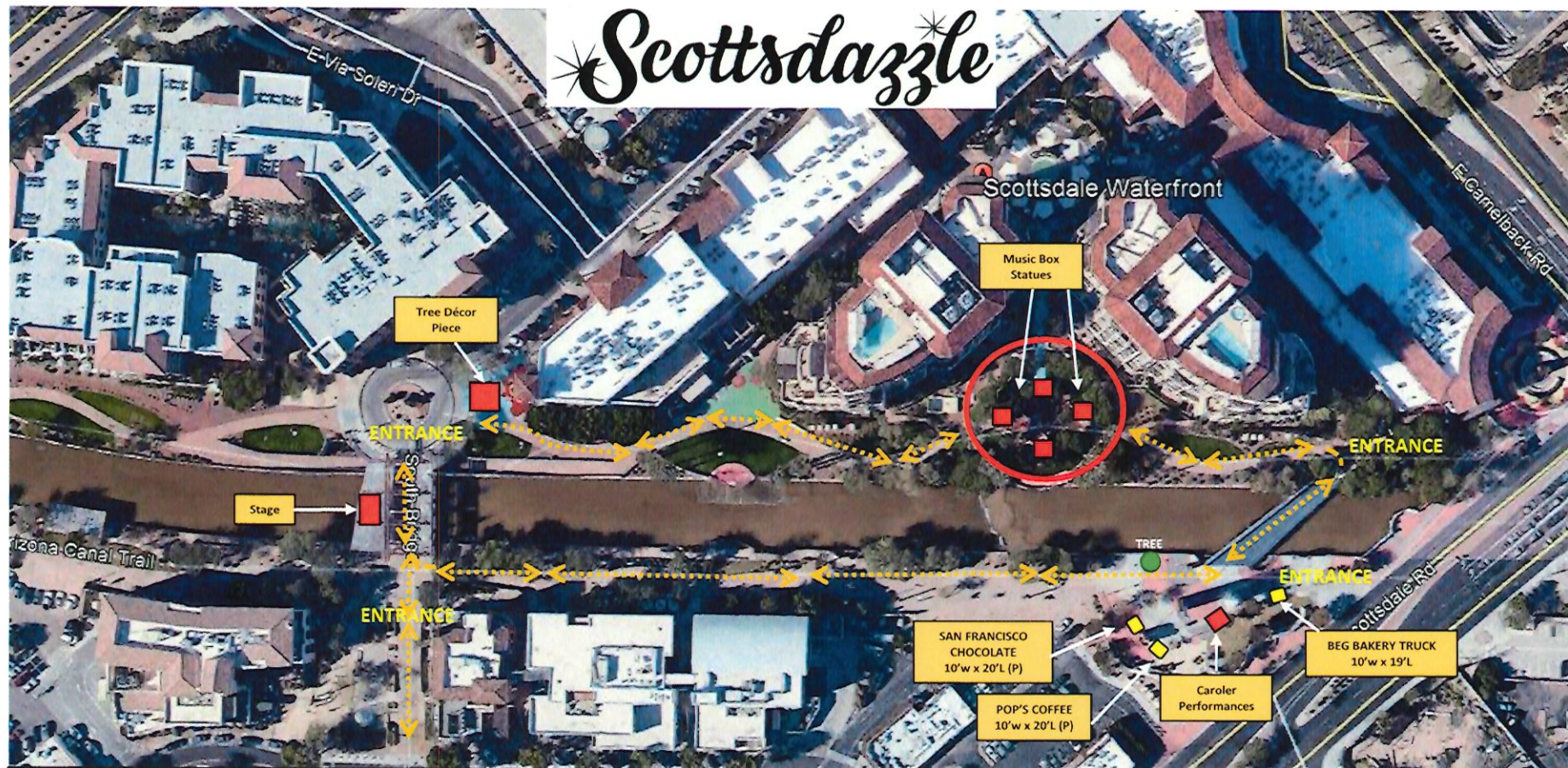
1-1:45pm Dazzling Magic Show (Marshall Way Bridge)

2pm-3pm Dazzling Magic Show (Marshall Way Bridge)

6pm-9pm Scottsdazzle Stroll #3 (Waterfront)

Sunday, December 17th 2023

9am-11am Sparkle & Spin Bicycle Scavenger Hunt (Civic Center - West Paseo)



Scottsdazzle

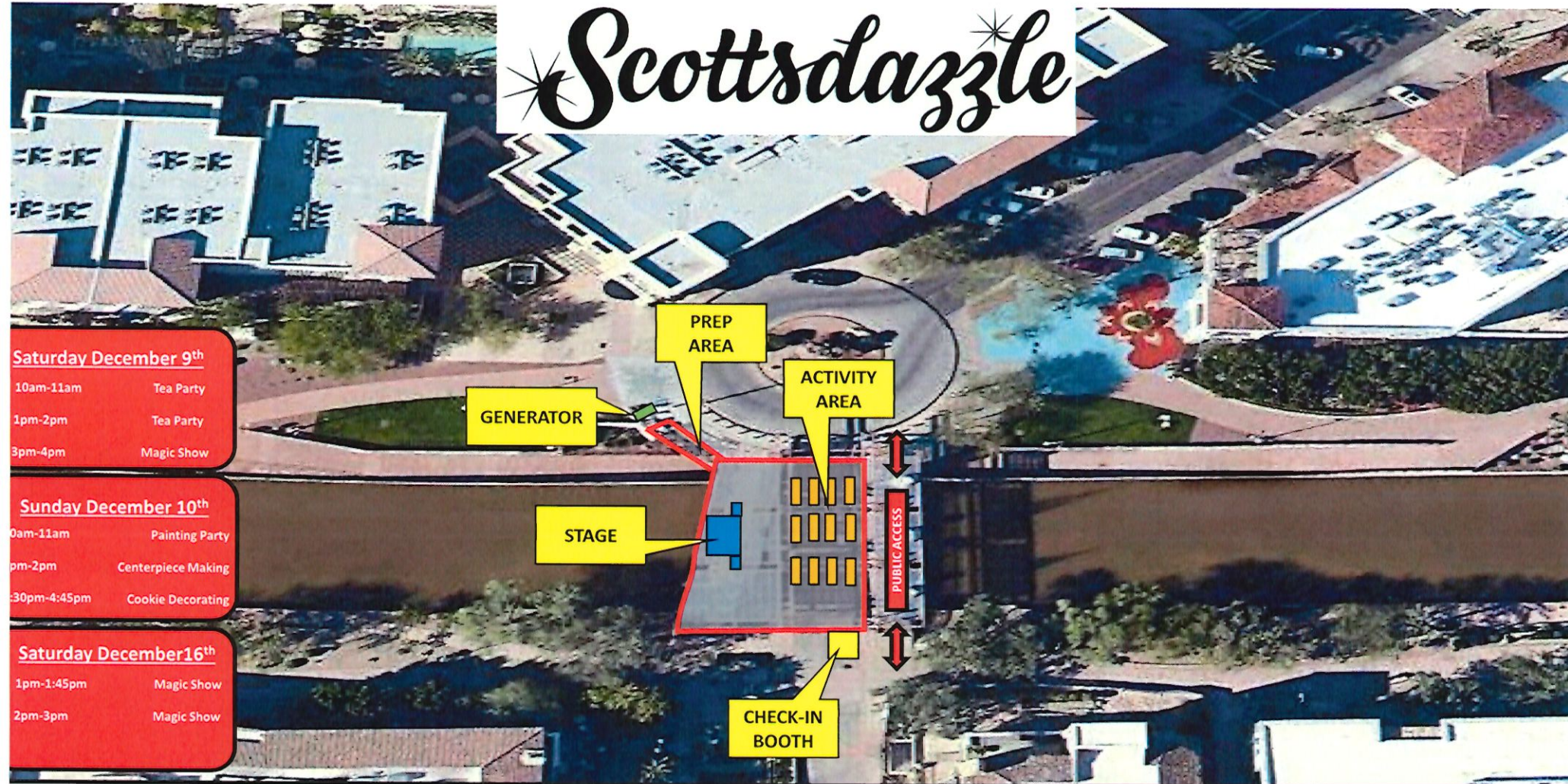


7542 E. Camelback Rd.
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Scottsdazzle Stroll
Scottsdale Waterfront
SITE MAP V.3 as of 11/14/2023

Event Location:
Scottsdale, AZ
Event Dates & Time:
Dec. 2, 9, 16, 2023
6:00PM- 9:00PM

Scottsdazzle



Saturday December 9 th	
10am-11am	Tea Party
1pm-2pm	Tea Party
3pm-4pm	Magic Show

Sunday December 10 th	
10am-11am	Painting Party
1pm-2pm	Centerpiece Making
3pm-4:45pm	Cookie Decorating

Saturday December 16 th	
1pm-1:45pm	Magic Show
2pm-3pm	Magic Show

Event Location:
Marshall Way Bridge

Event Date(s)/Time(s):
12/9/23 10am-4pm
12/10/23 10am-4:45pm

2023 SCOTTSDAZZLE – BRIDGE EVENTS

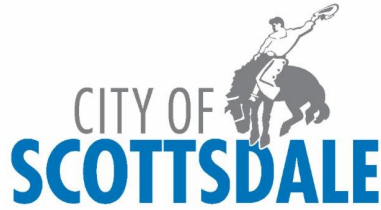
SITE MAP
NOT TO SCALE
V.1 as of 11/14/23

7542 E. Camelback Rd.
Scottsdale, AZ 85251
Phone: 480.663.0700
Fax: 480.663.0718
info@solutionsaz.com

**ENTERTAINMENT
SOLUTIONS**
Inc.



Scottsdazzle



Notification of Proposed Fall & Winter Special Events - Canal Banks area

The City of Scottsdale has received several special event applications and is programming holiday events to occur along the Old Town Scottsdale canal banks. The purpose of this email is to provide awareness to residents and businesses in the nearby area, relay details about the proposed events, and solicit feedback.

Please review the below information and if you have any comments, questions or concerns, contact [Cheryl Sumners](#) no later than **Wednesday, June 28, 2023.**

Scottsdazzle Tree Lighting & Sing-Along Event

Sat. - November 25

Scottsdazzle Canal Concert & Stroll Events

Sat. - December 2, 9, 16

Scottsdazzle 2023, produced by the city's Tourism & Events team, kicks off the holiday season with its 8th annual tree lighting and sing-along. This free community event includes seasonal décor, live entertainment, holiday trees, holiday characters and other activations for all to enjoy and share in holiday cheer. The first three Saturdays in December will have a live band performing holiday music on the Marshall Way bridge.

Additional event details and information include:

Community Tree Lighting & Sing-Along

- Event Hours - 7p – 9p
- Event Set-up - Nov. 22 - 25
- Tear down will begin immediately following the event. Some seasonal holiday décor will remain through December.
- Entertainment - Live music, pre-recorded holiday music, and other performers during event hours.

- Event Parking - Volunteers, vendors, staff, and attendees will be directed to the nearby public parking garages.
- Street Closures - A portion of Marshall Way located on the north side of the bridge (south of Via Soleri) will be closed on Nov. 25.

Canal Concerts & Strolls

- Event Hours – 6p – 9p
- Event Set-up – On event day. Dec. 2, 9, 16
- Tear down will begin immediately following the event.
- Entertainment - Live music performed on the bridge. Public encouraged to stroll the canal banks and experience the lighting and holiday décor.
- Event Parking - Volunteers, vendors, staff, and attendees will be directed to the nearby public parking garages.
- Street Closures – None

Event Info: Scottsdazzle.com



Certificate of Insurance

This certifies that the City of Scottsdale maintains for all its departments, divisions, boards, commissions and employees insurance and self-insurance of the types and amounts specified below in accordance with Revised Code of the City of Scottsdale § 2-166, *et seq.*

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. It neither affirmatively amends, extends, nor alters coverage. This certificate supersedes any previously issued certificates.

This certificate is issued by the City of Scottsdale, Risk Management Division, 7447 East Indian School Road, Suite # 225, Scottsdale, Arizona 85251 (480) 312-2490 / (480) 312-4232 FAX

COVERAGE	EFFECTIVE DATE	EXPIRATION DATE	LIMITS OF COVERAGE
Commercial General Liability Including:	7/1/23	7/1/24	Bodily Injury and Property Damage \$2,000,000
1. Premises Operations Liability			Per Occurrence/Per License
2. Blanket Contractual			Self-Insured
3. Personal Injury			
4. Broad Form Property Damage			
Commercial Auto Liability Including:	7/1/23	7/1/24	Bodily Injury and Property Damage \$2,000,000
1. Owned Vehicles			Per Accident Self-Insured
2. Non-Owned Vehicles			
3. Hired Vehicles			
Workers' Compensation	7/1/23	7/1/24	SELF-INSURED
All Risk Real Property: Replacement Cost			
All Risk Personal Property: Replacement Cost			
Other:			

Description of Event/Property/Contract: Certificate Holder is the equivalent of an Additional Insured under the City's General Liability and Auto Liability self-insured retention but only to the extent and magnitude of City's legal liability regarding SRP License/Contract Nos.:

01155	01353	01581	01813	85183	01981	86523
02446	02468	02507	77762	02530	68117	02640
65010	73599	52803	72717	63883	78986	

A waiver of subrogation applies to the Workers' Compensation and Employer's Liability Insurance against SRP Agricultural Improvement and Power District, its officers, agents, and employees. Each license number has a

DATE: 06/13/2023

Denise Plug

Risk Management Representative

Special Provisions:

CERTIFICATE HOLDER

Salt River Project
PAB348

P. O. Box 52025
Phoenix, AZ 85072-2025
LIC_COI@srpnet.com

LICENSE TO USE SALT RIVER PROJECT PROPERTY

Subject to the following terms and conditions, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT, an agricultural improvement district**, organized and existing under the laws of the State of Arizona (Licensor), hereby gives the undersigned, and **CITY OF SCOTTSDALE** (Licensee) hereby accepts a revocable and nonassignable license (License) to enter upon and use property of Licensor at the following location(s) **ARIZONA CANAL & SCOTTSDALE WATERFRONT**

TERMS AND CONDITIONS:

1. Licensee may use the Licensed Property for the following purpose and no other to conduct: **THE CITY OF SCOTTSDALE SCOTTSDAZZLE COMMUNITY SINGALONG & TREE LIGHTING** on Saturday November 25, 2023, between 7:00pm and 9:00 pm. **SCOTTSDAZZLE STROLLS** on December 2, 9, and 16, 2023, between 6:00pm and 9:00pm on the Arizona Canal & Scottsdale Waterfront.

****LICENSEE SHALL LEAVE A 10 FOOT WALKWAY CLEAR ON THE CANAL AND CROSSING BOTH ENDS OF THE BRIDGE AT ALL TIMES FOR OPERATION AND MAINTENANCE OF THE CANAL AND ELECTRICAL EQUIPMENT AND RECREATION USE BY OTHER PARTIES**

****Licensee shall not have any balloons on the canal.**

****Licensee shall not have any umbrellas, canopies or tents on the canal.**

**** Licensee shall be responsible for dust control issues.**

**** Licensee is responsible for all crowd control and safety participants.**

**** Licensee is aware that there are High Voltage Lines along the canal in this area.**

**** Licensee shall not impede access to the Licensed Property or any canals and electrical equipment by SRP personnel and service vehicles.**

**** Licensee shall not cause the introduction of any chemical substance or other pollutant into the waters of the canal.**

2. To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensor, Association and the United States of America ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this

License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensor in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensor shall indemnify, release and hold harmless Indemnitors. Licensor's obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.

3. Licensee shall cause no construction or no installation of improvements upon the Licensed Property without prior written approval of Licensor.
4. In the event that Licensee fails to comply with any condition of this License or upon revocation or termination of this license by Licensor, Licensee shall remove at its cost, within ten (10) days after written notice, any improvements or installation placed on the Licensed Property pursuant to this License.
5. In the event Licensee fails to cure any default of performance of this License or to remove its property as specified above, Licensor may remove Licensee's improvements from the Licensed Property and any and all cost and expense incurred by Licensor thereby shall be chargeable to Licensee and payable within ten (10) days after a statement of such expense and cost has been mailed to Licensee at the address designated beneath its signature below. Licensee hereby releases Licensor, the United States of America, and the Salt River Valley Water Users' Association from all claims for damages resulting from such removal.
6. Licensee shall keep in good maintenance and repair the Licensed Property and any improvement and installations situated thereon and shall maintain a neat public appearance for the Licensed Property.
7. Insurance:
 - a. Without limiting any liabilities or any other obligations of Licensee, Licensee shall provide and maintain, and require its contractors and agents to provide and maintain, with forms and insurers acceptable to Licensor, and until all obligations under the License are satisfied, the minimum insurance coverages, as follows:
 - i. Worker's compensation insurance to cover obligations imposed by applicable federal and state statutes and employer's liability insurance with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00).

- ii. Commercial general liability insurance with a minimum combined single limit of Two Million and No/100 Dollars (\$2,000,000.00) each occurrence. The policy shall include coverage for bodily injury liability, property damage liability, personal injury liability, and contractual liability for liability assumed under this License. The policy shall contain a severability of interest's provision.
 - iii. Comprehensive automobile liability insurance with a combined single limit for bodily injury and property damage of not less than Two Million and No/100 Dollars (\$2,000,000.00) each occurrence with respect to Licensee's vehicle, whether owned, hired or non-owned, assigned to or used in the performance of the work.
- b. The policies required by Sections 10(i) and 10(ii) hereof shall be endorsed to include Licensor, members of its governing bodies, its officers, agents and employees as additional insureds and shall stipulate that the insurance afforded for Licensor, members of its governing bodies, its officers, agents and employees shall be primary insurance and that any insurance carried by Licensor, members of its governing bodies, its officers, agents or employees shall be excess and not contributory insurance.
 - c. The Licensee shall require its contractors or agents to waive their rights of recovery and require their insurers providing the required coverages to waive all rights of subrogation against Licensor and members of its governing bodies, its officers, agents and employees for matters arising out of this License.
 - d. Prior to commencing activities under this License, Licensee and its contractors shall furnish Licensor with Certificates of Insurance as evidence that policies providing the required coverages, conditions and limits are in full force and effect. Such certificates shall provide that not less than thirty (30) days advance notice of cancellation, termination, or alteration shall be sent directly to Licensor addressed as follows:

Supervisor, Property Management, PAB10W
Salt River Project
P.O. Box 52025
Phoenix, Arizona 85072-2025


The insurance policies may provide coverages that include deductibles or self-insured retentions. Such deductibles or self-insured retentions must be declared to Licensor. Licensee and its contractors shall be solely responsible for deductibles and/or self-insured retentions, and SRP, at its option, may require Licensee to secure the payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

- 8. Licensee hereby assumes and accepts all liability and responsibility for initiation and completion of response, cleanup, and corrective and remedial action, and the cost thereof, required on the Licensed Property and any other affected premises due to any action taken during use of the Licensed Property that results in release of any hazardous substance within the meaning of the Federal Comprehensive Environmental Response, Compensation and Liability Act - 42 U.S.C. § 9601 et seq., or the Arizona Environmental Quality Act - A.R.S. § 49-101 et seq., as such laws have been or are amended from time to time, or regulated substance within the meaning of Subtitle I of the Federal Resource Conservation and Recovery Act (Underground Storage Tanks) - 42 U.S.C. § 6991 et seq., or the Arizona Underground Storage Tank Law - A.R.S. § 49-1001 et seq., as such laws have been or are amended from time to time. This Section 8 shall survive termination of this License.

9. This License may be terminated by Licensor at any time upon twenty-four hours' notice to Licensee, or in the event of a breach of any provision herein, such termination shall be effective immediately upon notice to Licensee.
10. Licensee shall comply with all requirements of all statutes, acts, ordinances, regulations, codes, and standards of legally constituted authorities with jurisdiction applicable to Licensee's use of the Licensed Property. Licensee shall obtain or cause to be obtained at its expense, all permits, approvals and authorizations required by Licensee's actions pursuant to this License.
11. THIS LICENSE IS NOT TO BE CONSTRUED OR INTERPRETED AS EXCLUSIVE IN ANY WAY, OR AS A "RESERVATION" OF THE LICENSED PROPERTY. THE CANAL BANKS ARE AT ALL TIMES TO REMAIN OPEN FOR PUBLIC RECREATIONAL AND OTHER AUTHORIZED USES. LICENSEE SHALL TAKE NO ACTION OR CONDUCT ITS ACTIVITIES IN A MANNER WHICH OBSTRUCTS OR IMPEDES THESE OTHER USES OF THE CANAL BANK.

LICENSOR:

**SALT RIVER PROJECT AGRICULTURAL
IMPROVEMENT AND POWER DISTRICT**

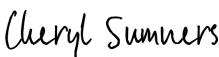
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LAND DEPARTMENT

Date: 11/20/2023 | 10:51:13 AM MST

LICENSEE:

CITY OF SCOTTSDALE

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Date: 11/20/2023 | 8:48:21 AM MST



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License, To Use SRP Property