

## PARTNERSHIP AGREEMENT

### Charles James Kirk Memorial Bench Project

This Partnership Agreement ("**Agreement**") is entered into by and between Lake Havasu City, an Arizona municipal corporation, ("**City**") and the Havasu Freedom Foundation ("**Partner**"), collectively referenced as the "**Parties.**" The Parties agree as follows:

#### 1. Purpose:

Partner is organizing and coordinating the creation and locating of a memorial bench in Lake Havasu City to honor Charles James Kirk as depicted in the attached Exhibit A ("**bench**") and wishes to partner with the City to publicly display the bench to be known as the Charles James Kirk Memorial Project ("**Project**").

#### 2. Responsibilities:

##### 2.1 City agrees as follows:

- A. To allow and facilitate the installation and to publicly display the bench as shown on the attached Exhibit A.
- B. To be responsible for the maintenance of the bench.
- C. To relocate the bench in the event the City requires the relocation and if the bench will continue to be displayed on City property.

##### 2.2 Partner agrees as follows:

- A. To install the bench as shown on the attached Exhibit A. All installation and construction activities must be approved in writing by the City prior to commencement.
- B. To remove or take possession of the bench if the City can no longer display the bench on City Property or Partner dissolves. In any of these events if Partner is unable to take possession of the bench, the bench will be provided to Virgil Venditto.

#### 3. Term:

This Agreement shall commence on June 9, 2026, and shall continue unless terminated by either Party upon 30 days' notice.

#### 4. Miscellaneous:

- 4.1 **Cancellation for Conflict of Interest.** This Agreement is subject to cancellation for conflict of interest according to A.R.S. § 38-511.

- 4.2 Non-assignability.** No Party may assign any of its duties or responsibilities under this Agreement to another entity without the prior written consent of the other Party.
- 4.3 Compliance with Laws.** The Parties shall comply with all federal, state and local laws rules, regulations, standards and Executive Orders, without limitation to those designated within this Agreement. The laws and regulations of the State of Arizona shall govern the rights of the Parties, the performance of this Agreement and any disputes hereunder. Any action relating to this Agreement shall be brought in an Arizona court.
- 4.4 Entire Agreement.** This Agreement contains the entire understanding of the Parties. There are no representations or other provisions other than those contained in this Agreement, and any amendment or modification of this Agreement shall be made in writing and signed by the Parties.
- 4.5 Severability.** The Parties agree that should any part of this Agreement be held invalid or void, the remainder of the Agreement shall remain in full force and effect with those offending portions omitted.
- 4.6 No Joint Venture.** It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any joint venture or employment relationship between the Parties or create any employer-employee relationship between a Party and the employees of the other Party. No Party shall be liable for any debts, accounts, obligations or other liabilities whatsoever of any other, including (without limitation) another Party's obligation to withhold Social Security and income taxes for itself or any of its employees.
- 4.7 Notice.** Any notice required or permitted to be given under this Agreement shall, unless indicated otherwise in this Agreement, be in writing and shall be served by delivery or by certified mail upon the other Party at the addresses set forth below, or such other address as a Party may designate in writing by prior notice.

**Partner**

Havasu Freedom Foundation  
1351 London Bridge Rd #8  
Lake Havasu City, AZ 86404

**City**

City Attorney  
2330 McCulloch Blvd. N.  
Lake Havasu City, AZ 86403

- 4.9 Execution of Agreement.** This Agreement may be executed in multiple counterparts.

**5. Signatures:**

**LAKE HAVASU CITY**

\_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kelly Williams, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kelly Garry, City Attorney

**PARTNER**

Havasu Freedom Foundation

*For + On Behalf of Gary Meyers*  
*Thomas J. Kirchner, Secretary*

*Thomas J. Kirchner*

By: Gary Meyers

Its: President/Director

Date:

**Exhibit A**