

**Lake Havasu City
Military Tribute Banner Program
Partnership Agreement**

This Partnership Agreement (“**Agreement**”) is entered into by and between Lake Havasu City, an Arizona municipal corporation, (“**City**”), and the Lake Havasu City Military Moms Organization, an Arizona nonprofit corporation (“**Partner**”), collectively referenced as the “Parties.” The Parties agree as follows:

1. Purpose:

To establish an agreement between City and Partner to foster, support, and enhance the Military Tribute Banner Program (“**Program**”).

2. Responsibilities

2.1 City agrees as follows:

- A. To install within Wheeler Park Program banners provided by Partner that meet the Program honoree eligibility and banner specification requirements outlined in the attached **Exhibit A** incorporated herein.
- B. To display and remove Program banners provided by Partner for the display periods and display locations as outlined in Exhibit A.
- C. To install and maintain the installation poles in which Program banners are displayed. City has the sole discretion on the number of poles installed for the Program. The timing of installation and replacement of Program banners is subject to City staffing and available resources.
- D. To inspect Program banners periodically and remove Program banners that are in disrepair, damaged, or destroyed and notify Partner when replacement banners are needed.

2.2 Partner agrees as follows:

- A. To create, accept, evaluate, and verify applications for the Program based on the honoree eligibility requirements contained in Exhibit A.
- B. To include on the Program application a statement that the Program may be discontinued and banners retired at any time.
- C. To retain and provide to City upon request all Program application, evaluation, and verification records.
- D. To provide to City Program banners of successful applications meeting the specifications contained in Exhibit A.
- E. To monitor the honoree eligibility requirements of displayed honorees and notify the City of banners that need to be retired in accordance with Exhibit A.
- F. To repair or provide to City replacement Program banners when needed.
- G. To provide the Program banner to honoree or sponsor upon retirement.

3. **Liability:**

The City is not responsible for damage to or loss of any banners for any reason.

4. **Term:**

This Agreement shall commence on September 1, 2025, and shall continue for one year, terminating on August 30, 2026, unless earlier terminated by the Parties.

5. **Miscellaneous:**

5.1 Cancellation. Any Party may cancel this Agreement for any reason upon sixty (60) days' notice to the other party. Notice of cancellation must be in writing to the other Party.

5.2 Responsibility. Each Party agrees to be responsible for the conduct of its operations and performance of contract obligations and for any accidents or injuries to persons or property arising out of acts of omissions by its officers, agents or employees acting in the course or scope of their employment while performing duties under this Agreement.

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

5.4 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.

5.5 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.

5.6 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.

5.7 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.

5.8 No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall be construed to, create any partnership, 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.

5.9 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

Lake Havasu City Military Moms Organization
P.O. Box 2771
Lake Havasu City, Arizona

City

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

5.10 Execution of Agreement. This Agreement may be executed in multiple counterparts.

6. Signatures.

LAKE HAVASU CITY

Date:_____

ATTEST:

APPROVED AS TO FORM:

Kelly Williams, City Clerk

Kelly Garry, City Attorney

PARTNER

Date:_____

Exhibit A
Military Tribute Banner Program