

PARTNERSHIP AGREEMENT

Main Street Commons Audio System

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

1. Purpose:

To establish an agreement between City and Partner to facilitate the installation and operation of a professional audio system to enhance the community gathering space known as the Main Street Commons. The audio system will provide light background music and public announcements played through speakers within Main Street Commons (“**Program**”). The professional audio system consists of hardware (light-pole mounted amplifiers, speakers, and player) and software (cloud-based, fully licensed music service with scheduling and messaging capabilities) components (“audio system”).

2. Responsibilities

2.1 City agrees as follows:

- A. To accept the audio system from Partner and facilitate its installation within the Main Street Commons.
- B. To operate and manage the audio system for the Program.
- C. To inspect and maintain all hardware components of the audio system located within Main Street Commons.

2.2 Partner agrees as follows:

- A. To purchase and donate all necessary hardware and software for the audio system to the City for its sole use.
- B. To secure and pay for any ongoing subscription and internet service costs associated with the audio system for the Program.
- C. To house the audio system player within the Nomadic IT room located at 2119 McCulloch Blvd. N, Lake Havasu City, AZ 86403.
- D. To provide the City with a contact available at all times the audio system is in use to address issue that may arise with the audio system player or software/internet service.

3. Liability:

The City is not responsible for damage to or loss of any of the audio system that is housed within the Nomadic IT room.

4. Term:

This Agreement shall commence on December 9, 2025, and shall continue for one year, terminating on December 31, 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

Partnership for Economic Development
2119 McCulloch Blvd N
Lake Havasu City, Arizona 86403

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

Jess Knudson, City Manager
Date:_____

APPROVED AS TO FORM:

Kelly Garry, City Attorney

PARTNER

Printed Name: _____

Its: _____

Date: _____