



EVENT/ACTIVITY LICENSE AGREEMENT

The undersigned sponsor is using the space, if any, identified below and/or conducting the activity, if any, identified below, at the Outlets at Anthem located at: 4250 West Anthem Way, Phoenix, Arizona 85086-7678 ("Center" or "Property").

<u>Activity/Licensed Area ("Activity")</u>	<u>Date(s) & Time(s)</u>	<u>Fee for Activity</u>	<u>Security Deposit</u>
<p><u>Contact:</u> Elena Molina Maricopa County Elections Polling Place Associate 510 S. 3rd Ave Phoenix, AZ 85003</p> <p>Phone: (602) 506-6527 Email: emolina@risc.maricopa.gov</p> <p>Location: Suite 110 – Subject to change.</p> <p>Suite used for Maricopa County elections.</p> <p>Suite 110 (subject to change) set-up will start on October 20th by vendor.</p> <p>A fee of \$100 per day for power will be charged October 19 - Nov. 3, 2020.</p> <p>No additional equipment will be set up by Outlets at Anthem.</p> <p>Six (6) professional printed signs including directional signage can be placed on property. Outlets at Anthem reserves the right to relocate signage as needed.</p>	<p>Event Dates: Oct. 22 - Nov. 3, 2020 8:00am-7pm</p> <p>Room Set-up: Oct. 19 - 21, 2020</p> <p>Room Tear Down: Nov. 4, 2020</p>	<p>Fee: \$1,600.00</p> <p>Due by: 10/10/20</p> <p>Make check payable to: CRG - Outlets at Anthem L.P.</p> <p>Sent to: Outlets at Anthem Management Office/Carrie Fortezzo 4250 West Anthem Way, Phoenix, Arizona 85086-7678</p>	<p>\$0</p>

"Owner" shall mean Craig Realty Group-Anthem LP, Outlets at Anthem, CRG Partners, Steven L. Craig, Eureka Realty Partners, Inc., and their respective agents, managers, employees, representatives, affiliates, officers, directors, partners, contractors, lenders and invitees. To the fullest extent permitted by the context, "the undersigned" shall mean the signatory below, and its agents, managers, employees, representatives, affiliates, officers, directors, partners, contractors, invitees, and any other person claiming through or under the undersigned.

The undersigned shall deposit a security deposit with the Center in the amount set forth above, if any, which shall be held as security by Owner without liability for interest or requirement to segregate, and may be applied against any costs incurred for damage or loss caused by the undersigned. The existence of the security deposit shall not affect Owner's rights or remedies in the event of loss or in any way limit the undersigned's responsibilities. Any unapplied security deposit shall be returned to the undersigned within thirty (30) days following completion of the Activity.

The undersigned shall not use the Center for any use other than the Activity in the location identified above and/or as shown on the map of the property attached hereto as Exhibit "C". The undersigned shall secure, maintain and provide to Owner all necessary permits, authorizations and approvals which may be required for the Activity and shall comply with the requirements of any insurer of the Center and with all governmental rules, regulations, ordinances, statutes, laws and orders pertaining to the Center, as well as with the Rules and Regulations attached hereto as Exhibit "A" and all of the rules and regulations otherwise established by the Center.

The undersigned shall indemnify, defend and hold Owner harmless from and against any and all claims, demands, liabilities, judgments, awards, fines, liens, losses, damages, penalties, expenses, charges or costs of any kind or character (including attorneys' fees, consultant fees, expert fees and court costs), whether for personal injuries, death, property damage or otherwise (collectively "Claims") arising directly or indirectly from or relating to the Activity and any other use of the Center by the undersigned, including without limitation, Claims caused by the concurrent negligent act or omission, whether active or passive, of Owner or its agents. All property of the undersigned shall be kept and stored at the sole risk of the undersigned and the undersigned assumes all risks and waives all Claims against Owner with respect thereto.

The undersigned, at its sole cost and expense, shall, prior to commencement of the Activity, procure, provide evidence to Owner of and thereafter keep in full force and effect until completion of the Activity (i) commercial general liability insurance with respect to the Activity and any other use by the undersigned in, on or about the Center with limits of not less than \$2,000,000 combined single limit for bodily injury, personal injury, death and property damage liability per occurrence, including without limitation, personal injury, blanket contractual, cross-liability, severability of interest, broad form property damage, products/completed operations and owned and nonowned automobile; (ii) worker's compensation coverage as required by law; and (iii) with respect to the undersigned's merchandise, inventory, stock, trade fixtures, furnishings, equipment, supplies and all other items of personal property ("Personal Property"), insurance against fire, extended coverage, vandalism and malicious mischief and such other additional perils as now are or may be included in standard "all risk" forms for an amount not less than the full actual replacement cost thereof. All such insurance shall (i) be written by insurance companies acceptable to Owner; (ii) cover the indemnity provisions above; (iii) be primary as respects any loss or claim arising directly or indirectly out of the operations of the undersigned; (iv) be excess and noncontributing with such policy or policies carried by Owner; and (v) name as additional insureds all parties constituting Owner (as defined above) and include a waiver of subrogation against all parties constituting Owner. Sample certificates and endorsements are attached hereto as Exhibit "B" and incorporated herein by reference.

Upon completion of the time set forth above for the Activity, the undersigned shall remove any and all Personal Property from the Center and repair any damage caused by such removal or otherwise and leave the area in which the Activity was located in broom clean good condition and repair. Any Personal Property not removed may be considered as abandoned and Owner may order same removed and/or stored at the undersigned's expense or take any other action with respect thereto permitted by law and Owner may repair any damage, including any cleaning required, at the sole cost and expense of the undersigned.

"Undersigned"	OUTLETS AT ANTHEM
Signature: _____	By: _____
Name: Elena Molina	Name: <u>Christina Henning</u>
Title: <u>Maricopa County Elections</u>	Title: <u>General Manager</u>
Address: <u>510 S. 3rd Ave</u>	Date: _____
<u>Phoenix, AZ 85003</u>	

Phone: (602) 506-6527

Date: _____

EXHIBIT "A"
RULES & REGULATIONS

The Outlets at Anthem, including all roadways and parking lots, is private property. These Rules & Regulations are set forth for the purpose of protecting the Center's interests. Entry constitutes your acknowledgement and consent to abide by all these rules and all posted rules governing conduct, traffic, and parking.

- ALL PERMITTEES MUST CHECK IN TO THE MANAGEMENT OFFICE PRIOR TO BEGINNING THE ACTIVITY. An approved Entry Permit must be maintained at the activity location for the duration of such activity and made available to Outlets at Anthem personnel (i.e., security/management personnel) upon request.
- All signage and distributed materials must be **pre-approved** by Outlets at Anthem management. Handwritten signage will not be allowed.
- Permittee and/or permittee representatives must remain in close proximity to designated area/table while conducting approved activity for which the entry permit expressly allows.
- Interception or disruption of Center customers/employees is not permitted.
- Solicitation for donations from Center customers/employees is not permitted.
- Installation of tents, canopies and banners are not permitted unless otherwise indicated in the Entry Permit.
- The following CODE OF CONDUCT is set forth for the purpose of protecting the Center's legitimate business interests and any violation of the Code interferes with the commercial nature and function of the Center. Center security will request those customers, employees, licensees and others visiting or working at the center to refrain from engaging in any of the following activities while on this property:
 1. Using physical force, obscene language, obscene gestures or racial, religious or ethnic slurs, which are likely to create a disturbance or impinge on the hearing or speech of other patrons in the Center.
 2. Physically or verbally threatening any persons fighting, annoying others through noisy or boisterous activities or by unnecessary staring, by following another person through the Center or by using sexually explicit language or conduct, or in any other way creating a disturbance which interferes, disrupts or endangers the Center's patrons or its commercial function.
 3. Running, skating, skateboarding, bicycling, obstructing or interfering with the free flow of pedestrian traffic or with other patron's view of windows and other tenant displays, or assembling for the purpose of disturbing the peace or committing any unlawful act.
 4. Creating litter, or throwing, discarding, or depositing any paper, glass or other matter of any kind on the property, except in designated trash receptacles.
 5. Defacing, damaging or destroying any real or personal property constituting part of or located in or on the Center and belonging to the Center, its patrons, or its tenants, including writing, spraying, scratching, or otherwise affixing graffiti on such property.
 6. Bringing onto Center property any animals, living or dead, that are not properly leashed or restrained, with the exception of animals in the company of and trained to assist physically challenged patrons of the Center.

7. Yelling, screaming, singing, playing of musical instruments, radios or tape players or otherwise communicating in a manner which creates noise of sufficient volume to impinge on the hearing or peace of other patrons of the Center.
8. Engaging in non-commercial expressive activity without the proper written permission of management of the Center.
9. Soliciting money or other contributions or donations, or distributing commercial advertising or promotional material of any kind, or offering samples of items which are sold, available for sale or available in exchange for a donation or contribution.
10. Failing to be fully clothed, or wearing apparel which is likely to provoke a disturbance or embroil other groups or general public in open conflict.
11. Sitting on floors, planters, handrails, stairs or trash receptacles.
12. Possessing any open can, bottle or other receptacle containing any alcoholic beverage, except in areas specifically designated for the consumption of alcohol.
13. Loitering, delaying, lingering, or remaining idle about the property without any useful business for being present.
14. Engaging in any unlawful activity or behavior.
15. Smoking inside any building or within any "No Smoking" areas of the center.
16. The possession or carrying of any firearms, simulated firearms, explosive or incendiary devices or weapons of any kind, (including firearms), openly or concealed, with or without a permit
17. Failure to comply with traffic control and posted speed limits.
18. Entering any area of the center not open to the public.
19. Violating any federal, state, or local laws.

ANYONE REFUSING TO FOLLOW THIS CODE OF CONDUCT, WILL BE ASKED TO LEAVE THE PROPERTY. IF THEY REFUSE TO LEAVE THE PROPERTY WHEN REQUESTED TO DO SO, THEY WILL BE PROSECUTED FOR CRIMINAL TRESPASS.

EXHIBIT "B"
INSURANCE CERTIFICATE AND ENDORSEMENTS

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)																																											
<p><small>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</small></p> <p><small>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</small></p>																																															
PRODUCER <div style="font-size: 2em; font-weight: bold; text-align: center;">* SAMPLE *</div>		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME:</td> <td colspan="2">FAX:</td> </tr> <tr> <td colspan="2">PHONE (A/C No. Ext.):</td> <td colspan="2">(A/C No.):</td> </tr> <tr> <td colspan="4">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="4" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td colspan="2">INSURER A:</td> <td colspan="2">RATED A- VII by AM Best</td> </tr> <tr> <td colspan="2">INSURER B:</td> <td colspan="2">RATED A- VII by AM Best</td> </tr> <tr> <td colspan="2">INSURER C:</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">INSURER D:</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">INSURER E:</td> <td colspan="2"></td> </tr> <tr> <td colspan="2">INSURER F:</td> <td colspan="2"></td> </tr> </table>				CONTACT NAME:		FAX:		PHONE (A/C No. Ext.):		(A/C No.):		E-MAIL ADDRESS:				INSURER(S) AFFORDING COVERAGE				INSURER A:		RATED A- VII by AM Best		INSURER B:		RATED A- VII by AM Best		INSURER C:				INSURER D:				INSURER E:				INSURER F:					
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<p><small>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</small></p> <p>Craig Realty Group - Anthem LP, Anthem CRG Partners, LLC and their constituent members and partners, and Eureka Realty Partners, Inc. are named as Additional Insureds per CG2010-1185 Endorsement (or equivalent) attached.</p> <p>Waiver of Subrogation Is included for General Liability and Workers Compensation</p>																																															
CERTIFICATE HOLDER Craig Realty Group - Anthem, L.P. Outlets at Anthem 4250 W. Anthem Way Phoenix, AZ 85086			CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE																																												

ACORD 25 (2010/05)

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POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – (FORM B)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Policy Number:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is hereby agreed that SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, Item 8. Transfer Of Rights Of Recovery Against Others To Us, is modified as follows:

Schedule:

Name of person or Organization: Any person or organization you have agreed to waive any right of recovery by Written Contract, Prior To An "occurrence" Or Offense

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization. This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN
CONTRACT OR AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV -- COMMERCIAL GENERAL LIABILITY CONDITIONS) is deleted and replaced by the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

CG7586(11-04)

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[illegible]

MARICOPA COUNTY FACILITY USE AGREEMENT

ELECTION DATE(S) **11/3/2020** DATE ISSUED: **8/20/2020**

PRECINCT NUMBER(S)

FACILITY #: **15607** TAX ID #:
 FACILITY NAME: **OUTLETS AT ANTHEM**
 FACILITY ADDRESS: **4250 W ANTHEM WAY** CITY/ZIP: **PHOENIX 85086**

PERMISSION IS HEREBY GRANTED TO MARICOPA COUNTY FOR ACCESS AND USE OF OUR FACILITY AS FOLLOWS:

27 Day Site Schedule 1 – 2 week site Schedule 2 – 1 week site

Specifications: The room where the Election will be held is known to the public as: Suite 110 - Subject to Cha

- ❖ Have there been any structural changes to your facility in the last year which would affect voter accessibility to the polling place? Yes ☐ No ☒
- ❖ Six chairs will be available for use by the Election Board? Yes ☒ No ☐
- ❖ Restroom facilities will be available to the Election Board? Yes ☒ No ☐
- ❖ Does your facility require a copy of our insurance? Yes ☒ No ☐
- ❖ Facility will be available for Election Day from 5:30AM-9:00PM*
**this is an estimated ending time* Yes ☒ No ☐

Dates/Hours of Access and Use by Maricopa County: This facility grants to and authorizes Maricopa County right of entry, full access and use as follows:

1. Equipment/Supplies: MCED will deliver and secure the equipment/supplies at the facility *M-F during the week preceding* the date of the election, between the hours of **7AM and 5PM**.

If this schedule is impossible, please indicate a date and time: _____.

2. Pick-up: MCED will pick up **within five (5) business days** (excluding the Wednesday after election day) after the election between the hours of **7AM and 5PM**. (Equipment will be picked up in the same order it was delivered). If this schedule is **absolutely** impossible, please indicate the time and date: _____.

3. Setup: In the week prior to the start of voting, board members are required to set-up the facility for voting and we will need access for **approximately 2 hours**. Please list the earliest we can set up the equipment. _____

4. Voting Hours: The facility must be open for the Election Board a ½ hour prior opening to the public. Please fill out the allotted open and closed times in the calendars below.

Comments:

NOVEMBER ELECTION DATES AND HOURS:

				Oct 22 9am-7pm	Oct 23 9am-7pm	Oct 24 9am-7pm
Oct 25 CLOSED	Oct 26 9am-7pm	Oct 27 9am-7pm	Oct 28 9am-7pm	Oct 29 9am-7pm	Oct 30 9am-7pm	Oct 31 9am-7pm
Nov 1 CLOSED	Nov 2 9am-5pm	Nov 3 5:30am - 9:00pm				

4A. Election Day: Facility **MUST** be open for the election board no later than **5:30 AM on Election morning**. The County's right of entry extends to access determined necessary by the County to ensure voting begins promptly at **6:00 AM** on Election Day and all acts necessary thereto. Voting hours are 6:00 AM – 7:00 PM as required by law; Facility is needed from 5:30AM – 9:00PM or later as necessary.

PLEASE COMPLETE THE BACK OF THIS FORM AND RETURN IT WITHIN 10 BUSINESS DAYS

111 S 3RD AVENUE, PHOENIX, AZ 85003

(Please Retain a Copy for Your Records)

5. Signs and Electioneering: (ARS §16-411 H) The facility Owner/Agent agrees that during the election cycle the Owner/Agent permits signs or allows private persons to conduct election related activities of Facility premises outside the 75-foot polling place perimeter (§ARS 16-515) controlled by the elections department. The Owner/Agent agrees that such signs and activities on Facility property will be allowed on an impartial and nondiscriminatory first come, first served basis, in accordance with any regulations or directions given by the Facility/Owner/Agent shall advise the Elections Department at least 45 days prior to the election so that the election board workers can be aware of the Facility's signage/activity restrictions.

NOT Allowed

Initial _____

Payment Agreement for Privately Owned Facilities: (i.e. church, recreation center, clubhouse, etc.)

Maricopa County will reimburse for custodial assistance at a rate of \$ 1000 per election. Electricity

DO YOU WISH TO WAIVE THE CUSTODIAL FEE AND DONATE YOUR FACILITY AS A COMMUNITY SERVICE? YES _____ NO ☒

Christina Hanning General Manager [Signature] 8/20/20
PRINTED NAME & TITLE OF AUTHORIZED AGENT SIGNATURE DATE

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MAIN CONTACT INFORMATION:

NAME: Carrie Fortezzo TITLE: Mktg. + Spec. Events Mgr.

WORK #: 623 / 465-9563 HOME #: _____ / _____ CELL # 480 / 204-2500

Name / title / phone # of person opening election morning: Security: 623-465-1444

Name / title / phone# of person closing election night: Security! 623-465-1444

EMERGENCY CONTACT INFORMATION: (i.e. no one is there to open facility at 5:30 AM on election morning)

Name: Security Emergency # 623-465-1444

FOR OFFICIAL USE ONLY:

SIGNATURE (Director of Elections)

Date

INDEMNITY AGREEMENT:

This Agreement of Indemnity is hereby entered into as a part of the Maricopa County Facility Use Agreement heretofore entered into by the parties hereto and concerns the use of the premises as described which will be used as a polling place or election site;

Whereas, and in consideration of the fact that the owners of the described property have entered into an agreement for the use of said property as a polling place or election site;

Whereas, the Maricopa County Board of Supervisors wishes to encourage owners of this property to allow the County to utilize their premises as a polling place or election site;

Whereas, the Maricopa county Board of Supervisors does not wish to impose any additional liability upon owners of this property designated as a polling place or election site;

Maricopa County shall indemnify, save, and hold harmless the owners of said property, their officers, agents, and employees, or any of them from and against any judgment, loss, damage, liability, cost, charge, expense or attorney's fees arising out of the designation and utilization of said property as a polling place or election site, unless such claims shall arise through the negligent act or omission of the owner of said property.

This indemnification shall not be constructed so as to relieve any insurer of its obligation to pay any insurance proceeds in accordance with the terms and conditions of valid and collectible insurance policies. This indemnification is secondary to any available primary insurance or coverage.

THE ABOVE SITE INDEMNITY AGREEMENT APPLIES TO MARICOPA COUNTY ELECTIONS ONLY
JURISDICTION INDEMNIFICATION IS PROVIDED BY THE INDIVIDUAL JURISDICTION