

Ashley Swearingin or designee
Mayor's Office
3/31/14



AGREEMENT TO USE THE CITY OF FRESNO STADIUM SKYBOX LUXURY SUITE NO. 24 AND GRIZZLIES TICKETS FOR CALENDAR YEAR 2014

In consideration of the limited and revocable use rights granted by the City of Fresno ("City") for the use of the City Stadium Luxury Suite No. 24 and Grizzlies Tickets (collectively "Skybox"), the undersigned designated user, individually and on behalf of those using the Skybox with the permission of the Designated User (collectively "Designated User"), agrees to abide by and be responsible for the following:

1. Designated User shall comply with Resolution No. 2009-80 limiting the use of the Skybox for official City business and with City Manager's Policy, which are attached.
2. Designated User shall be primarily responsible to the City for (i) any damage to the Skybox, and (ii) costs and expenses arising from use of the Skybox.
3. Prior to incurring any Skybox concession costs, the Designated User shall identify to the concessionaire the source of payment.
4. The City shall not be responsible for any costs, expenses, claims or liabilities arising from the use of the Skybox by the Designated User, unless otherwise required by law or consented to in writing by the City.
5. The City makes no representation or warranty regarding any disclosure and/or taxation requirements arising from the use of the Skybox, and will consult with its legal counsel, or the City Attorney's Office, as appropriate.
6. In its use of the Skybox, Designated User shall not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.
7. Designated User shall reasonably furnish to City such statements, records, reports, data, and information as City may request pertaining to use of the Skybox.
8. Designated User agrees to assume all risks inherent in using the Skybox, and shall indemnify, hold harmless and defend the City from any and all loss, liability, fines, penalties, forfeitures, costs and damages arising from the Designated User's use of the Skybox except to the extent caused by the negligence or willful misconduct of the City.

By: _____ Date: _____
Signature of Designated User

Print Name:

Designated User shall complete below, to acknowledge receipt of the Grizzlies Tickets.

____ Place initials here to acknowledge receipt of 84 Grizzlies Tickets for the 2014 season.