

EXHIBIT PMA-3

FORM OF PROJECT CONSULTANT CONTRACT

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## CONSULTING AGREEMENT

This Consulting Agreement ("Agreement") is effective as of \_\_\_\_\_, \_\_\_\_\_, by and among \_\_\_\_\_ ("Consultant"), Tourism & Sports Authority, a corporate and political body of the State of Arizona ("TSA"), and B&B Holdings, an Arizona corporation, d/b/a Arizona Cardinals ("Cardinals") (TSA and Cardinals, jointly, "Clients").

### RECITALS:

A. Consultant is in the business of providing \_\_\_\_\_ services to private and governmental entities.

B. Clients are involved in the development of a multipurpose facility (the "Multipurpose Facility") suitable to be used to accommodate football games, other sporting events and entertainment, cultural, civic, meeting, trade show or convention events or activities (the "Project").

C. TSA, which will own and manage the Multipurpose Facility, has entered into a Use Agreement with the Cardinals dated November 14, 2001, as amended, and the Project Management Agreement dated February 11, 2003 wherein the Cardinals will contribute funds for and participate in the development of the Project.

D. Clients desire to engage the continued services of Consultant, and Consultant desires to accept such engagement, on the terms and conditions set forth herein.

### AGREEMENTS:

1. Engagement. Clients hereby retain Consultant to render the \_\_\_\_\_ services described in Exhibit A attached hereto, on the terms and conditions set forth herein, and Consultant hereby accepts such engagement and agrees to provide such services ("Services").

2. Nature of Services; Work Product.

(a) During the term of this Agreement, Consultant will render Services as requested by Clients and will give Clients the benefit of its knowledge, skills, and experience, all in connection with the Project.

(b) Consultant agrees that all drawings, specifications, reports, studies, budgets, models, renderings and other such work product previously prepared and to be prepared in connection with the Project ("Work Product") and all copyrights in the Work Product, are and shall at all times be owned by Clients, and Consultant's Work Product will be delivered to Clients promptly upon request of either of the Clients.

(c) Consultant warrants and represents that it and its personnel, throughout the term of this Agreement, will hold all licenses, registrations, and other approvals required for the lawful furnishing of \_\_\_\_\_ services in Arizona and that all Services will be provided in accordance with all applicable laws.

3. Limitation on Services/Relationship of Parties.

(a) Nothing in this Agreement shall be construed to create a joint venture, partnership, employer-employee relationship, or other association of any kind between Consultant and Clients. Consultant's relationship to Clients shall be solely that of an independent contractor.

(b) Consultant shall perform all activities under this Agreement in compliance with all applicable laws, rules, and regulations.

(c) Clients acknowledge that Consultant may currently and will, throughout the term of this Agreement, render consulting services to other individuals and entities. Consultant agrees that it will not, throughout the term of this Agreement, render consulting services to other individuals and entities where such consulting services would present a conflict of interest with Consultant's duties under this Agreement, without prior written approval from both Clients. Further, Consultant agrees to maintain strict confidentiality of all information disclosed to Consultant concerning the Project or Clients' activities, during and after the term of this Agreement. In construing the foregoing limitations on Consultant's activities during the term hereof, Consultant acknowledges and agrees that its first loyalty, in all cases, shall be to Clients.

4. Duration. The "Term" of this Agreement shall commence \_\_\_\_\_, \_\_\_\_\_, and shall continue through \_\_\_\_\_, \_\_\_\_\_ unless terminated earlier by either Client, which termination may be with or without cause. Consultant acknowledges that the provisions of Section 3(c) shall survive the termination of this Agreement for a period of three years.

5. Fee. For all Services to be rendered pursuant to this Agreement, Clients shall pay to Consultant a fee as described on Exhibit B attached hereto.

6. Expenses. In addition to the monthly fee, Clients are responsible for the payment of out-of-pocket expenses reasonably incurred in performing Consultant's duties, as provided in Exhibit B.

7. TSA and Cardinals Obligations. Notwithstanding anything to the contrary in this Agreement, Consultant acknowledges and agrees that the TSA shall be responsible for only 75% of Clients' obligations hereunder and the Cardinals shall be responsible for only 25% of Clients' obligations hereunder. Consultant agrees that neither the TSA nor the Cardinals shall have any liability with respect to the payment obligations of the other. Consultant shall submit duplicate copies of its invoices to each Client.

8. Remedies. In the event of a breach of this Agreement, a non-breaching party shall have all rights available at law, in equity, or under this Agreement, and such rights and remedies shall be cumulative. Consultant specifically agrees that the covenants under Section 3(c) shall be enforceable by suit for specific performance, as well as suit for monetary damages in the event of a breach thereof. If litigation is commenced for the purpose of enforcing or construing any provision of this Agreement, for recovering damages or equitable relief in the event of a breach, or for declaring such rights of the respective parties, the prevailing party in such action shall be entitled, in addition to all other available relief, to recover its reasonable attorneys' fees incurred therein.

9. Assignment. This Agreement may not be assigned in whole or in part by Consultant.

10. Descriptive Headings, Construction and Interpretation. The descriptive headings of this Agreement are for convenience of reference only and do not constitute a part of this Agreement and are not to be considered in construing or interpreting this Agreement. No party, or its counsel, shall be deemed the drafter of this Agreement for purposes of construing the provisions of this Agreement, and all provisions of this Agreement shall be construed in accordance with their fair meaning, and not strictly for or against any party.

11. Liability Limitation and Waiver. Notwithstanding and prevailing over any contrary provision, or implication in, this Agreement, no director, officer, employee, agent or consultant of either Client, or any successors in interest thereto, in the event of any default or breach by the Clients, shall have personal liability to Consultant for any amount which may become due to Consultant, or any successors in interest thereto, or on account of the breach of any other obligation to Consultant under the terms of this Agreement, and Consultant, or any successors in interest thereto, hereby forever waives any and all such claims against any director, officer, employee, agent or consultant of either of the Clients.

12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

13. A.R.S. § 38-511. Notice is hereby given of the provisions of Arizona Revised Statutes Section 38-511. By this reference, the provisions of said statute are incorporated herein to the extent of their applicability to contracts of the nature of this Agreement under the laws of the State of Arizona.

14. Approval and Ratification of TSA's Board of Directors. Notwithstanding the execution and delivery of this Agreement by the TSA, notice is hereby given that this Agreement must be ratified by the TSA's Board of Directors at a duly noticed and called public meeting.

15. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona. No provision of this Agreement shall

be amended, modified, or waived except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first set forth above.

CLIENTS:

Tourism & Sports Authority, a corporate and political body of the State of Arizona

By \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Address for Notices:

14500 North Northsight Boulevard, Suite 312  
Scottsdale, Arizona 85260

B&B Holdings, an Arizona corporation,  
d/b/a Arizona Cardinals

By \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Address for Notices:

8701 South Hardy Drive  
Tempe, Arizona 85284

CONSULTANT:

\_\_\_\_\_

By \_\_\_\_\_

Date Signed: \_\_\_\_\_, \_\_\_\_\_

Address for Notices:

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