

AGREEMENT
between
Pacific County Fair
and
Sandy Saunders Band/Alistair Case

THIS AGREEMENT is made by and between the Sandy Saunders Band/Alistair Case ("ARTIST") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR",

THIS AGREEMENT provides for the ARTIST to perform two (2) sixty (60) minute shows on the Main Stage at the 2011 Pacific County Fair on the date and time specified:

Friday, August 26, 2011 at 5:00pm and 8:30pm

IT IS AGREED the ARTIST will arrive sixty (60) minutes prior to the start of each show and will provide its own sound system and lighting.

IT IS FURTHER AGREED that the FAIR will pay ARTIST \$625 (six hundred twenty-five) dollars per show to be paid at the end of the last show, for a total of \$1,250 (one thousand two hundred fifty) dollars.

IT IS HEREBY FURTHER AGREED In accepting this AGREEMENT, the ARTIST, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s) or omission(s), or strict liability of the ARTIST, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the ARTIST, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The ARTIST agrees that its liability insurance shall be primary to the COUNTY's and that ARTIST's liability insurance policy shall so state. The ARTIST shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to, unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

The laws of the State of Washington shall govern this agreement and the parties stipulate that any lawsuit regarding this agreement must be brought in Pacific County, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit or proceeding against the other party by reason of any breach of this agreement.

THIS AGREEMENT may be terminated by the COUNTY if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the ARTIST that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this agreement.

ARTIST agrees that ARTIST will perform services under this agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ARTIST is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ARTIST's own activities in providing services in accordance with the specifications set out in this agreement. COUNTY shall only have the right to ensure performance. ARTIST agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

THIS AGREEMENT may not be modified orally and modification must be accomplished with the same formalities as are required for the execution of this agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY:

Clerk of the Board
Pacific County Board of Commissioners
P O Box 187
South Bend, WA 98586-0187
360.875.9337

For ARTIST:

Sandy Saunders Band
Alistair Case
14010 SW Butner Road
Beaverton, OR 97006
503.348.4624

IT IS FURTHER UNDERSTOOD by the ARTIST this Agreement is subject to the Public Records Act governed by RCW 42.56.

IN WITNESS WHEREOF, representatives of both the COUNTY and the ARTIST executed this AGREEMENT on the date(s) so noted below.

SANDY SAUNDERS BAND
Alistair Case

Alistair Case

Date

BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON

Norman "Bud" Cuffel, Chairman

APPROVED AS TO FORM:

Jon Kaino, Commissioner

David J. Burke
Pacific County Prosecuting Attorney

Date

Lisa Ayers, Commissioner

ATTEST:

Clerk of the Board

Date