

**ENTERTAINMENT AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND JASON SANSOM**

THIS AGREEMENT is made by and between Jason Sansom (“SOUND TECHNICIAN”) 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 SOUND TECHNICIAN to provide sound service for the Main Stage at the 2022 Pacific County Fair for all stage performers for the following dates:

**AUGUST 24-27, 2022
(ENTERTAINMENT SCHEDULE
WILL BE PROVIDED PRIOR TO FAIR- Performances are 11am-9:30pm daily)**

IT IS AGREED that the FAIR will pay **\$3000.00** to be paid \$1500.00 when agreement is signed and the balance \$1500.00 on August 24, 2022.

PUBLIC RECORDS ACT

This Agreement and all public records associated with this Agreement shall be available from the COUNTY for inspection and copying by the public where required by the Public Records Act, Chapter 42.56 RCW (the “Act”). To the extent that public records then in the custody of the SOUND TECHNICIAN are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the SOUND TECHNICIAN agrees to make them promptly available to the COUNTY. If the SOUND TECHNICIAN considers any portion of any record provided to the COUNTY under this Agreement, whether in electronic or hard copy form, to be protected from disclosure under law, the SOUND TECHNICIAN shall clearly identify any specific information that it claims to be confidential or proprietary. If the COUNTY receives a request under the Act to inspect or copy the information so identified by the SOUND TECHNICIAN and the COUNTY determines that release of the information is required by the Act or otherwise appropriate, the COUNTY’s sole obligations shall be to notify the SOUND TECHNICIAN (a) of the request and (b) of the date that such information will be released to the requester unless the SOUND TECHNICIAN obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the SOUND TECHNICIAN fails to timely obtain a court order enjoining disclosure, the COUNTY will release the requested information on the date specified.

The COUNTY has, and by this section assumes, no obligation on behalf of the SOUND TECHNICIAN to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the SOUND TECHNICIAN for releasing records not clearly identified by the SOUND TECHNICIAN as confidential or proprietary. The COUNTY shall not be liable to the SOUND TECHNICIAN for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

SOUND TECHNICIAN agrees to indemnify and, to the greatest extent legally possible, to hold harmless the COUNTY in any action by a third party due to the negligence, recklessness or intentional actions by the SOUND TECHNICIAN relating to is performance of this contract. This includes any

lawsuit filed by a third party for the COUNTY's allegedly improper release of confidential or proprietary information pursuant to a public records request.

OWNERSHIP

Any and all data, reports, analyses, documents, photographs, pamphlets, plans, specifications, surveys, films or any other materials created, prepared, produced, constructed, assembled, made, performed or otherwise produced by the SOUND TECHNICIAN or the SOUND TECHNICIAN's subcontractors or consultants for delivery to the COUNTY under this Agreement shall be the sole and absolute property of the COUNTY. Such property shall constitute "work made for hire" as defined by the U.S. Copyright Act of 1976, 17 U.S.C. § 101, and the ownership of the copyright and any other intellectual property rights in such property shall vest in the COUNTY at the time of its creation. Ownership of the intellectual property includes the right to copyright, patent, and register, and the ability to transfer these rights. Material which the SOUND TECHNICIAN uses to perform this Agreement but is not created, prepared, constructed, assembled, made, performed or otherwise produced for or paid for by the COUNTY is owned by the SOUND TECHNICIAN and is not "work made for hire" within the terms of this Agreement

INDEMNIFICATION/HOLD HARMLESS

- 1. Indemnification by Sound Technician.** To the fullest extent permitted by law, the SOUND TECHNICIAN agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property, including the loss of use resulting therefrom. The indemnity includes but is not limited to: 1) liability arising in whole or in part by any action or omission, negligent or otherwise, of the SOUND TECHNICIAN, its employees, agents or volunteers or SOUND TECHNICIAN's subcontractors and their employees, agents or volunteers; or 2) liability directly or indirectly arising out of, resulting from, or in connection with performance of this Contract; or 3) liability based upon the SOUND TECHNICIAN'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the SOUND TECHNICIAN shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. This indemnification obligation of the SOUND TECHNICIAN shall not be limited in any way by the Washington State Industrial Insurance Act RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the SOUND TECHNICIAN hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the SOUND TECHNICIAN are a material inducement to COUNTY to enter into the Contract, are reflected in the SOUND TECHNICIAN's compensation, and have been mutually negotiated by the parties.
- 2. Participation County – No Waiver.** The COUNTY reserves the right, but not the obligation, to participate in the defense of any claim, damages, losses or expenses and such participation shall not constitute a waiver of SOUND TECHNICIAN's indemnity obligations under the Contract.

3. **Survival of SOUND TECHNICIAN's Indemnity Obligations.** The SOUND TECHNICIAN agrees all SOUND TECHNICIAN's indemnity obligations shall survive the completion, expiration or termination of this Contract.

INSURANCE

Without limiting the SOUND TECHNICIAN'S indemnification of COUNTY, and prior to commencement of this Contract, SOUND TECHNICIAN shall obtain, provide and maintain during the term of this Contract, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

1. **General Liability Insurance.** SOUND TECHNICIAN shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$500,000 per occurrence, \$1,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
2. **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow SOUND TECHNICIAN or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. SOUND TECHNICIAN hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

The SOUND TECHNICIAN shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. SOUND TECHNICIAN agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that SOUND TECHNICIAN's liability insurance policy shall so state.

ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this Contract, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

1. **Disputes.** Differences between the SOUND TECHNICIAN and the COUNTY, arising under and by virtue of this Contract, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Any dispute relating to the quality or acceptability of performance and/or compensation due SOUND TECHNICIAN shall be decided by the COUNTY'S Contract representative or designee. All rulings, orders, instructions and decisions of the COUNTY'S contract representative shall be final and conclusive, subject to their right to seek judicial relief pursuant to **Choice of Law, Jurisdiction and Venue.**
2. **Choice of Law, Jurisdiction and Venue.** This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Washington, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Pacific County, Washington.

- 3. Severability.** If a court of competent jurisdiction holds any part, term or provision of this Contract to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.

If any provision of this Contract is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

CONTRACT PROVISIONS

Payments due to the SOUND TECHNICIAN under this Agreement are expressly conditioned upon the SOUND TECHNICIAN's strict compliance with all insurance requirements under this Agreement.

Payment to SOUND TECHNICIAN shall be suspended in the event of non-compliance. Upon receipt of evidence of full compliance, payments not otherwise subject to withholding or set-off will be released to SOUND TECHNICIAN.

THIS AGREEMENT may be terminated by the FAIR if:

- (a) In the judgment of the FAIR, it is unable to present an agricultural fair on the date(s) specified in this Agreement.
- (b) Abide by all terms of this Agreement and rules of the FAIR. If the SOUND TECHNICIAN fails to comply with this provision, the FAIR may cancel this Agreement without reimbursement of any fees collected.

SOUND TECHNICIAN agrees that SOUND TECHNICIAN will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that SOUND TECHNICIAN is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control SOUND TECHNICIAN'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. SOUND TECHNICIAN 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 only be modified in writing with the consent of both parties.

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: Pacific County Fair
P O Box 142
Menlo, WA 98561
360-942-3713 or 360-208-4183

For ENTERTAINMENT: Jason Sansom
737 Bradford St
Raymond, WA 98577
360-875-1196

IT IS FURTHER UNDERSTOOD by the SOUND TECHNICIAN this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56.

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

SOUND TECHNICIAN

PACIFIC COUNTY FAIR

Date

William H. Monohon, Fair Manager Date

___ W9 Submitted

Lisa R. Olsen, Chair Date