

**2022 - ENTERTAINMENT AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND MAT SMACIARZ, HUMPTULIPS**

THIS AGREEMENT is made by and between Mat Smaczarz, Humptulips ("Entertainer") 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 ENTERTAINER to perform on the Main Stage at the Fair on the date and time specified:

August 24TH, 2022 - Time: 8:00PM – 9:30 PM Stage Show

IT IS AGREED that the ENTERTAINER will arrive thirty (30) minutes prior to the start of the show and will provide and operate his own sound system or can use our system and technician for the stage performance.

IT IS FURTHER AGREED that the ENTERTAINER the FAIR will pay \$ 2000.00 total, to be paid at the conclusion of the ENTERTAINER'S scheduled performance(s).

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, 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 ENTERTAINER, 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 ENTERTAINER, 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 ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000 or greater per occurrence or \$1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and that ENTERTAINER'S liability insurance policy shall so state. The ENTERTAINER 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 the Agreement and the parties stipulate that any lawsuit regarding this Agreement must be brought in Pacific County, Washington.

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 ENTERTAINER fails to comply with this provision, the FAIR may cancel this Agreement without reimbursement of any fees collected.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER'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. ENTERTAINER 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
bmonohon@co.pacific.wa.us

For ENTERTAINMENT: Mat Smaciarz
matdrums@comcast.net

IT IS FURTHER UNDERSTOOD by the ENTERTAINER 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 ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

ENTERTAINER

PACIFIC COUNTY

Mat Smaciarz Date

William H. Monohon, Fair Manager Date

W9 Submitted

Lisa Olsen, Chair Date