

**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 2023 Pacific County Fair for all stage performers for the following dates:

**AUGUST 24-26, 2023  
(ENTERTAINMENT SCHEDULE  
WILL BE PROVIDED PRIOR TO FAIR- Performances are 11am-9:30pm daily)**

**IT IS AGREED** that the FAIR will pay the SOUND TECHNICIAN **\$3000.00** total, to be paid at the conclusion of the SOUND TECHNICIAN'S duties Saturday, August 26, 2023.

**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

\_\_\_\_\_  
Jason Sansom Date

\_\_\_\_\_  
Jennifer Oatfield Date  
Director of Public Works

\_\_\_\_ - W9 Submitted

BOARD OF COUNTY COMMISSIONERS

X - WAIVER REQUESTED Insurance

\_\_\_\_\_  
Lisa R. Olsen, Chair Date

**2023 ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND JERRY BREEDEN**

**THIS AGREEMENT** is made by and between Jerry Breeden, Ventriloquist, ("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 two shows per day:

**Show dates:** August 24<sup>th</sup>-26<sup>th</sup>, 2023

**Location:** Pacific County Fair, 5 Fair Lane, Raymond (Menlo) WA – Main Stage

**IT IS AGREED** that the ENTERTAINER will arrive thirty (30) minutes prior to the start of the show and will coordinate with the FAIR to use their sound/lighting technician.

**IT IS FURTHER AGREED** that the FAIR will pay entertainer **\$2400.00** at the conclusion of ENTERTAINER'S scheduled performance: Performance times to be confirmed with the fair manager no later than August 1st, 2023.

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- One (1) non-smoking hotel room, for four (4) nights, August 23-26, 2023, in Raymond or South Bend, in an amount not to exceed \$600 including tax.
- Water/soda for stage performances

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

**A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.

**B. 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 ENTERTAINER's indemnity obligations under the Contract.

- C. **Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 2. INSURANCE

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## 3. 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.

- A. **Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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.**
- B. **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.

- C. 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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 all terms of this Agreement and rules of the FAIR, the FAIR may cancel this Agreement and payments will be forfeited.

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 ENTERTAINER: Jerry Breeden  
4503 W Crescent Ct  
Spokane, WA 99205  
509-998-1638

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

ENTERTAINER

PACIFIC COUNTY FAIR

\_\_\_\_\_  
Entertainer                      Date

\_\_\_\_\_  
Jennifer Oatfield                      Date  
Director of Public Works

\_\_\_\_ W9 Submitted

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_ Insurance Submitted

\_\_\_\_\_  
Lisa Olsen, Chair

ATTEST

\_\_\_\_\_  
Amanda Bennett                      Date  
Clerk of the Board

**2023 - ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR AND DEBORAH & JASON LURIE,  
"THE BUTTERFLY ENCOUNTER & LADY BUGS"**

**THIS AGREEMENT** is made by and between Deborah & Jason Lurie "The Butterfly Encounter & Lady Bugs" ("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 display their butterfly encounter and lady bugs on:

**Show date:** August 24th – 26<sup>th</sup>, 2023

**Location:** Pacific County Fair – 5 Fair Lane, Menlo, WA 98561

**IT IS AGREED** that the ENTERTAINER will arrive August 23<sup>rd</sup>, 2023 set up their display and will coordinate with the FAIR. The display will be open 10am-8pm daily, August 24-26, 2023.

**IT IS FURTHER AGREED** that the FAIR will pay Entertainer \$74000.00 at the conclusion of ENTERTAINER'S event Saturday, August 26<sup>th</sup>, 2023.

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- Four nights lodging not to exceed \$800 (2 beds)
- Water as needed
- 2 – 15' x 25' spaces for the exhibits
- 110-watt power
- Flowers and plants for the exhibit
- 3-4 bales of straw or hay for the exhibit

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

- A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.

- B. 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 ENTERTAINER's indemnity obligations under the Contract.
- C. Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 2. INSURANCE

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## 3. 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.

- A. Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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.**
- B. 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.

- C. 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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 ENTERTAINER: Deborah & Jason Lurie  
4100 Flamingo Blvd  
Hernando Beach, FL 34607  
727-580-9101

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

ENTERTAINER

PACIFIC COUNTY FAIR

\_\_\_\_\_  
Entertainer                      Date

\_\_\_\_\_  
Jennifer Oatfield                      Date  
Director of Public Works

\_\_\_\_ W9 Submitted

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_ Insurance Submitted

\_\_\_\_\_  
Lisa Olsen, Chair

ATTEST

\_\_\_\_\_  
Amanda Bennett                      Date  
Clerk of the Board

**2023 ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND ISAAC OLSON**

**THIS AGREEMENT** is made by and between Isaac Olson, The Olson Bros. LLC, ("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:

**Show dates:** August 25, 2023 – 7-9:30pm

**Location:** Pacific County Fair, 5 Fair Lane, Raymond (Menlo) WA

**IT IS AGREED** that the ENTERTAINER will arrive a minimum of thirty (30) minutes prior to the start of the show and will coordinate with the FAIR to use their sound/lighting technician.

**IT IS FURTHER AGREED** that the FAIR will pay entertainer **\$4000.00** at the conclusion of ENTERTAINER'S scheduled performance:

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- Meal Tickets
- Water/soda for stage performances

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

**A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.

**B. 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 ENTERTAINER's indemnity obligations under the Contract.



- C. **Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 2. INSURANCE

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## 3. 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.

- A. **Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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.**
- B. **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.

- C. 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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the

ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 all terms of this Agreement and rules of the FAIR, the FAIR may cancel this Agreement and payments will be forfeited.

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 ENTERTAINER: Isaac Olson  
The Olson Bros. LLC  
4408 Ridgewood Ct. #3  
Olympia, WA 98502  
Isaac Olson - (360) 789-6746  
Luke Olson - (360) 490-1773

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

ENTERTAINER

PACIFIC COUNTY FAIR

\_\_\_\_\_  
Entertainer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Oatfield

\_\_\_\_\_  
Date

Director of Public Works

X - W9 Submitted

WAIVER REQUESTED Insurance

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Olsen, Chair

ATTEST

\_\_\_\_\_  
Amanda Bennett

\_\_\_\_\_  
Date

Clerk of the Board

**2023 ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND NICHOLAS D MARDON**

**THIS AGREEMENT** is made by and between Nicholas D Mardon, Nick Mardon Music, ("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 one evening:

**Show dates:** August 26, 2023 – 7pm

**Location:** Pacific County Fair, 5 Fair Lane, Raymond (Menlo) WA

**IT IS AGREED** that the ENTERTAINER will arrive a minimum of thirty (30) minutes prior to the start of the show and will coordinate with the FAIR to use their sound/lighting technician.

**IT IS FURTHER AGREED** that the FAIR will pay entertainer \$2000.00 at the conclusion of ENTERTAINER'S scheduled performance:

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- Meal Tickets
- Water/soda for stage performances

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

**A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.

**B. 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 ENTERTAINER's indemnity obligations under the Contract.

- C. **Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 2. INSURANCE

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## 3. 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.

- A. **Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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.**
- B. **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.

- C. 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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the

ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 all terms of this Agreement and rules of the FAIR, the FAIR may cancel this Agreement and payments will be forfeited.

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 ENTERTAINER: Nicholas D Mardon  
Nick Mardon Music  
17225 435 Av SE  
North Bend, WA 98045



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

ENTERTAINER

PACIFIC COUNTY FAIR

\_\_\_\_\_  
Entertainer                      Date

\_\_\_\_\_  
Jennifer Oatfield                      Date  
Director of Public Works

X - W9 Submitted

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

WAIVER REQUESTED Insurance

\_\_\_\_\_  
Lisa Olsen, Chair

ATTEST

\_\_\_\_\_  
Amanda Bennett                      Date  
Clerk of the Board

**2023 ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND SCOTT PETERSEN**

**THIS AGREEMENT** is made by and between Scott Petersen, The Reptile Man ("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 one reptile show with hands on:

**Show date:** August 26<sup>th</sup>

**Time:** 6pm

**Location:** Pacific County Fair, **Main Stage**

**IT IS AGREED** that the ENTERTAINER will arrive thirty (30) minutes prior to the start of the show and will coordinate with the FAIR to use their sound/lighting technician.

**IT IS FURTHER AGREED** that the FAIR will pay entertainer **\$700.00** at the conclusion of ENTERTAINER'S scheduled performance.

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- Meal ticket
- Water/soda for stage performances.
- Parking space behind the fair office
- Sound technician for the main stage performance

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

**A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.

**B. 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 ENTERTAINER's indemnity obligations under the Contract.

- C. **Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 2. INSURANCE

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## 3. 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.

- A. **Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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.**
- B. **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.

- C. 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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 all terms of this Agreement and rules of the FAIR, the FAIR may cancel this Agreement and payments will be forfeited.

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 ENTERTAINER: Scott Petersen  
22715 U.S. Rte 2 B,  
Monroe, WA 98272  
[spetersen55@gmail.com](mailto:spetersen55@gmail.com)  
425-750-6660

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

ENTERTAINER

PACIFIC COUNTY FAIR

\_\_\_\_\_  
Entertainer                      Date

\_\_\_\_\_  
Jennifer Oatfield                      Date  
Director of Public Works

\_\_\_\_ W9 Submitted

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_ Insurance Submitted

\_\_\_\_\_  
Lisa Olsen, Chair

ATTEST

\_\_\_\_\_  
Amanda Bennett                      Date  
Clerk of the Board

**2023 ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND JASON SANSOM**

**THIS AGREEMENT** is made by and between Jason Sansom, band "Dusty Mojo", ("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 once each day:

**Show dates:** August 24th & 25<sup>th</sup>, 2023

**Location:** Pacific County Fair, 5 Fair Lane, Raymond (Menlo) WA

**IT IS AGREED** that the ENTERTAINER will arrive a minimum of thirty (30) minutes prior to the start of the show and will coordinate with the FAIR to use their sound/lighting technician.

**IT IS FURTHER AGREED** that the FAIR will pay entertainer **\$1000.00** at the conclusion of ENTERTAINER'S final scheduled performance:

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- Water/soda for stage performances

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

- A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.
- B. 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 ENTERTAINER's indemnity obligations under the Contract.
- C. Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 2. INSURANCE

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## 3. 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.

- A. **Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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.**
- B. **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.

- C. **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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 all terms of this Agreement and rules of the FAIR, the FAIR may cancel this Agreement and payments will be forfeited.

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

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

ENTERTAINER

PACIFIC COUNTY FAIR

\_\_\_\_\_  
Entertainer                      Date

\_\_\_\_\_  
Jennifer Oatfield                      Date  
Director of Public Works

\_\_\_\_ - W9 Submitted

X - WAIVER REQUESTED Insurance

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Olsen, Chair

ATTEST

\_\_\_\_\_  
Amanda Bennett                      Date  
Clerk of the Board

**2023 ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND NORM OLSEN**

**THIS AGREEMENT** is made by and between Norm Olson, Hold Card Truth, ("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:

**Show dates:** August 24, 2023 – 7-9:30pm

**Location:** Pacific County Fair, 5 Fair Lane, Raymond (Menlo) WA

**IT IS AGREED** that the ENTERTAINER will arrive a minimum of thirty (30) minutes prior to the start of the show and will coordinate with the FAIR to use their sound/lighting technician.

**IT IS FURTHER AGREED** that the FAIR will pay entertainer **\$2000.00** at the conclusion of ENTERTAINER'S scheduled performance:

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- Meal Tickets
- Water/soda for stage performances

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

**A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.

**B. 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 ENTERTAINER's indemnity obligations under the Contract.

**C. Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## **2. INSURANCE**

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## **3. 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.

- A. Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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**.
- B. 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.

- C. **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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the

ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 all terms of this Agreement and rules of the FAIR, the FAIR may cancel this Agreement and payments will be forfeited.

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 ENTERTAINER: Norm Olsen  
[jw3051@hotmail.com](mailto:jw3051@hotmail.com)  
360-942-7872





**2023 ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND MAT SMACIARZ**

**THIS AGREEMENT** is made by and between Mat Smaczarz, Boxcar Pete Band, ("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 one afternoon:

**Show dates:** August 25, 2023 – 3-5pm

**Location:** Pacific County Fair, 5 Fair Lane, Raymond (Menlo) WA

**IT IS AGREED** that the ENTERTAINER will arrive a minimum of thirty (30) minutes prior to the start of the show and will coordinate with the FAIR to use their sound/lighting technician.

**IT IS FURTHER AGREED** that the FAIR will pay entertainer \$1000.00 at the conclusion of ENTERTAINER'S scheduled performance:

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- Meal Tickets
- Water/soda for stage performances

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

**A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.

**B. 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 ENTERTAINER's indemnity obligations under the Contract.

C. **Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## 2. INSURANCE

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## 3. 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.

- A. **Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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.**
- B. **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.

- C. 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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the

ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 all terms of this Agreement and rules of the FAIR, the FAIR may cancel this Agreement and payments will be forfeited.

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 ENTERTAINER: Mat Smaczarz  
129 Newaukum Village Dr  
Chehalis, WA 98532  
matdrums@comcast.net

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

ENTERTAINER

PACIFIC COUNTY FAIR

\_\_\_\_\_  
Entertainer                      Date

\_\_\_\_\_  
Jennifer Oatfield                      Date  
Director of Public Works

X - W9 Submitted

WAIVER REQUESTED Insurance

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Olsen, Chair

ATTEST

\_\_\_\_\_  
Amanda Bennett                      Date  
Clerk of the Board

**2023 ENTERTAINMENT AGREEMENT  
BETWEEN PACIFIC COUNTY FAIR  
AND SPOON MAN INC.**

**THIS AGREEMENT** is made by and between "Spoon Man Inc.", ("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 three shows per day either on stage or stroll around performances. (Combined 3 performances a day)

**Show dates:** August 24-26, 2023

**Location:** Pacific County Fair, 5 Fair Lane, Raymond (Menlo) WA

**IT IS AGREED** that the ENTERTAINER will arrive thirty (30) minutes prior to the start of the show and will coordinate with the FAIR to use their sound/lighting technician.

**IT IS FURTHER AGREED** that the FAIR will pay entertainer \$3400.00 at the conclusion of ENTERTAINER'S scheduled performance: Performance times to be confirmed with the fair manager no later than August 1st, 2023.

**IT IS HEREBY FURTHER AGREED** the FAIR will provide the following:

- Five (5) nights of lodging in an amount not to exceed \$700.00 including tax.
- Water/soda for stage performances

**IT IS HEREBY EVEN FURTHER AGREED** that the ENTERTAINER agrees to the following conditions:

**1. INDEMNIFICATION/HOLD HARMLESS**

**A. Indemnification by Entertainer.** To the fullest extent permitted by law, the ENTERTAINER 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 ENTERTAINER, its employees, agents or volunteers or ENTERTAINER'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 ENTERTAINER'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the ENTERTAINER 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 ENTERTAINER shall not be limited in any way by the Washington State Industrial Insurance Action RCW Title 51, or by application of any other workmen's compensation act, disability benefit act or other employee benefit act, and the ENTERTAINER hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the ENTERTAINER are a material inducement to COUNTY to enter into the Contract, are reflected in the ENTERTAINER's compensation, and have been mutually negotiated by the parties.

**B. 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 ENTERTAINER's indemnity obligations under the Contract.

- C. **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.

#### **4. CONTRACT PROVISIONS**

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

#### **5. 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 ENTERTAINER or the ENTERTAINER'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 ENTERTAINER 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 ENTERTAINER and is not "work made for hire" within the terms of this Agreement.

#### **6. 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 ENTERTAINER are needed for the COUNTY to respond to a request under the Act, as determined by the COUNTY, the ENTERTAINER agrees to make them promptly available to the COUNTY. If the ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER 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 ENTERTAINER (a) of the request and (b) of the date that such information will be released to the requester unless the ENTERTAINER obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the

**C. Survival of Entertainer's Indemnity Obligations.** The ENTERTAINER agrees all ENTERTAINER's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## **2. INSURANCE**

Without limiting the ENTERTAINER'S indemnification of COUNTY, and prior to commencement of this Contract, ENTERTAINER 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.** ENTERTAINER 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 ENTERTAINER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. ENTERTAINER 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 ENTERTAINER shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured. 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.

## **3. 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.

- A. Disputes.** Differences between the ENTERTAINER 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 ENTERTAINER 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**.
- B. 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.



ENTERTAINER 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 ENTERTAINER to claim any exemption from disclosure under the Act. The COUNTY shall not be liable to the ENTERTAINER for releasing records not clearly identified by the ENTERTAINER as confidential or proprietary. The COUNTY shall not be liable to the ENTERTAINER for any records that the COUNTY releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

ENTERTAINER 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 ENTERTAINER relating to its 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.

**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 all terms of this Agreement and rules of the FAIR, the FAIR may cancel this Agreement and payments will be forfeited.

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 ENTERTAINER: The Spoon Man Inc  
Jim Cruise  
PO Box 53  
Jenison, MI 49429  
info@spoonman.biz  
1-888-859-6158

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

ENTERTAINER

PACIFIC COUNTY FAIR

\_\_\_\_\_  
Entertainer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jennifer Oatfield

\_\_\_\_\_  
Date

Director of Public Works

X - W9 Submitted

\_\_\_\_ Insurance Submitted

BOARD OF COUNTY COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Lisa Olsen, Chair

ATTEST

\_\_\_\_\_  
Amanda Bennett

\_\_\_\_\_  
Date

Clerk of the Board

**ENTERTAINMENT AGREEMENT  
WITH  
WENATCHEE YOUTH CIRCUS**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2023 by Pacific County Fair hereinafter called the OPERATOR and between the Wenatchee Youth Circus; hereinafter called the CONTRACTOR.

**FOR AND IN CONSIDERATION** of the mutual covenants as hereinafter set out, for the parties agrees as follows:

**CONTRACTOR** agrees to furnish to OPERATOR a performance by the WENATCHEE YOUTH CIRCUS consisting of ground and aerial circus acts.

Place of performance venue: Pacific County Fair

In the city of: Menlo WA

Commencing on this date: Arrive August 22, 2023 for set up - Fair performances begin August 24, 2023

For a period of: 4 days (one day of set-up and 3 days of performance).

CONTRACTOR will arrive: August 22, 2023 and depart August 26 or 27, 2023. Total number and duration of performances: four 30 – 45 minute shows daily.

PAYMENT: the OPERATOR agrees to pay the CONTRACTOR, and the CONTRACTOR agrees to accept as full payment, the sum of eight thousand eight hundred dollars and zero cents (\$8,800.00) payable immediately after the completion of the final performance. CONTRACTOR will also be permitted to sell and keep proceeds from circus related concessions including souvenirs such as t-shirts, programs, juggling balls.

CONTRACTOR represents that personnel used in and for the acts are under his sole and exclusive supervision, direction and further agrees;

- a) to furnish all equipment, riggings and costumes necessary to present the acts as required herein, which are to be in first-class condition, working order and general appearance. If CONTRACTOR or his performers, perform on any or with any riggings or use equipment which are property of the OPERATOR, said riggings or equipment shall be considered to be on loan to CONTRACTOR and CONTRACTOR agrees to hold harmless the OPERATOR from all claim arising from said use, unless said rigging or equipment are declared defective or not within safety standards.
- b) to handle, erect and dismantle all CONTRACTOR'S equipment at its own expense, and to leave all premises occupied or used by CONTRACTOR in as good condition as upon arrival.
- c) CONTRACTOR is liable and responsible for its own property, as well as property of the performers and families and agrees to hold harmless the OPERATOR from claims for bodily injury, or damage to property including the loss of use thereof, arising out of the CONTRACTOR'S and/or his performer's operations, whether by performance, maintenance, or while performing in the show. For the purpose of this agreement, operations shall include, but not be limited to (1) transportation of all persons, equipment and paraphernalia, (2) housing of all persons, equipment and paraphernalia which shall be on the grounds, (3) cooking and eating equipment and paraphernalia which shall be on the grounds, (4) actual performances, including the setting up and dismantling.

OPERATOR agrees to furnish at their own expense the grounds, seating for said shows and all costs incident thereto.

OPERATOR shall provide sanitary facilities sufficient to accommodate approximately 75 persons, including:

- a) Toilets or Porta Potties (including a wheel chair accessible facility) in the immediate vicinity of grounds. Porta potties must also have a sanitizer dispenser in each sani-can or a hand-washing station, and be maintained daily.
- b) Showers within reasonable vicinity of the grounds;
- c) Garbage containers on the grounds and pick-up of garbage at the end of the engagement;
- d) Potable Water outlets that are accessible by 400 feet or less of hose.
- e) Electricity: 2x50-amps service. We do have the ability to run a generator with some expected noise impact as it will run 24/7 during the length of our stay.

CONTRACTOR agrees to assume all expenses of promotion, printing, ticket taking, etc., incident to the performance(s).

OPERATOR agrees to actively promote this contract in a manner that it may successfully fulfill its obligations to the CONTRACTOR as well as its own purpose obligations.

Neither CONTRACTOR nor OPERATOR shall be liable for failure to perform all or any part of this agreement when such failure is attributable to government authority, act of God, war, riot, acts of the public enemy, strike, lockout, explosion, fire, and flood or for any other cause beyond his control.

The words CONTRACTOR and OPERATOR used herein include and apply to singular and plural parties and all genders wheresoever the context hereof will so admit.

The word "Grounds" used herein shall apply to the area to which CONTRACTOR is assigned use for performances, storage, eating, and sleeping.

### INSURANCE

Without limiting the CONTRACTOR'S indemnification of COUNTY, and prior to commencement of this Contract, CONTRACTOR 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.

- a) General Liability Insurance. CONTRACTOR 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 \$1,000,000 per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- b) Professional Liability (Errors & Omissions) Insurance. CONTRACTOR shall maintain professional liability insurance that covers the services to be performed in connection with this Contract, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Contract.
- c) Workers' Compensation Insurance. CONTRACTOR shall, at its own expense, maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).

CONTRACTOR shall submit to COUNTY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of COUNTY, its officers, agents, employees and volunteers.

- d) 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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its subcontractors.
- e) Automobile Liability Insurance. Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000 combined single limit for each accident.

The CONTRACTOR shall provide the COUNTY with properly executed certificate of insurance and provide a policy endorsement naming the COUNTY as an additional insured.

CONTRACTOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that CONTRACTOR'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.

- a) Disputes. Differences between the CONTRACTOR 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 CONTRACTOR 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.
- b) 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.

- c) 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.

## INDEMNIFICATION/HOLD HARMLESS

- A. Indemnification by Contractor. To the fullest extent permitted by law, the CONTRACTOR 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 CONTRACTOR, its employees, agents or volunteers or CONTRACTOR'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 CONTRACTOR'S or its subcontractors' use of, presence upon or proximity to the property of the COUNTY. This indemnification obligation of the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the CONTRACTOR are a material inducement to COUNTY to enter into the Contract, are reflected in the CONTRACTOR's compensation, and have been mutually negotiated by the parties.
- B. 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 CONTRACTOR's indemnity obligations under the Contract.
- C. Survival of Contractor's Indemnity Obligations. The CONTRACTOR agrees all CONTRACTORS's indemnity obligations shall survive the completion, expiration or termination of this Contract.

## PERMITS/INSPECTIONS

The CONTRACTOR agrees to comply with Chapter 67.42 RCW and Washington Administrative Code (WAC) 296-403A. CONTRACTOR further agrees to arrange for the Department of Labor & Industries inspection after construction of all equipment and have passed said inspection, with no deficiencies, prior to the first performance.

## SPECIAL PROVISIONS:

Lot for set-up that is large enough (approximately 200 feet x 200 feet) to accommodate circus equipment, including cookshack, RVs and tents for crew, and parking area for equipment truck.

OPERATOR will make arrangements to have no watering of the grounds for five days before show, to mark all underground utilities (any water, gas, and power lines) before arrival of CONTRACTOR, and to be available to give access to water and power hook-ups on set-up day.

THIS CONTRACT contains the entire agreement between the parties hereto and no promises, statements or inducements made by any party hereto which is not contained herein, shall be binding or valid and THIS CONTRACT may not be enlarged, modified or altered, except in writing by both parties hereto.

CONTACT INFORMATION

Wenatchee Youth Circus  
Charlie Brown, President  
P O Box 1733  
Wenatchee, WA 98807  
509/669-0030

Pacific County Fair  
Bill Monohon, Fair Manager  
5 Fair Lane  
Menlo, WA 98561  
360/942-3713

WITNESS WHEREOF, the parties have caused their names to be signed hereto on the date so stated.

WENATCHEE YOUTH CIRCUS

BOARD OF COMMISSIONERS  
PACIFIC COUNTY, WASHINGTON

\_\_\_\_\_  
Charlie Brown                      Date  
President

\_\_\_\_\_  
Lisa Olsen, Chair

\_\_\_\_\_  
Jerry Doyle, Commissioner

APPROVED AS FORM

\_\_\_\_\_  
David Tobin, Commissioner

\_\_\_\_\_  
Prosecutor's Office                      WSBA #

ATTEST

\_\_\_\_\_  
Amanda Bennett                      Date  
Clerk of the Board