

**2023 COUNTY FAIR ENTERTAINMENT AGREEMENT  
BETWEEN  
PACIFIC COUNTY FAIR  
AND  
JEFF EVANS**

**THIS AGREEMENT** is made by and between Jeff Evans, dba Simply Magic 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 on the Main Stage at the Fair on the date and time specified:

**SHOW DATES: August 25 and 26, 2023**

**SHOW TIMES: 1:30 PM AND 5:00 PM Stage Show**

NOTE: ENTERTAINER may walk around performing magic tricks at their leisure outside of scheduled show times.

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

**IT IS FURTHER AGREED** that the FAIR will pay the ENTERTAINER \$\_\_\_\_\_, to be paid at the conclusion of the ENTERTAINER'S scheduled performance(s) Saturday, August 26, 2023, provided all requirements of the Agreement have been met.

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

- water/soda for performances
- One (1) hotel room, for the night of August 25, 2023, not to exceed one hundred fifteen dollars (\$115.00) per night, excluding applicable taxes

**IT IS HEREBY FURTHER AGREED** that in accepting this Agreement the ENTERTAINER agrees, to the fullest extent permitted by law, 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.

**IT IS HEREBY FURTHER AGREED** that the ENTERTAINER shall comply with the following:

- (a) Shall obtain, maintain and provide 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.
- (b) Shall maintain professional liability insurance that covers the services to be performed in connection with this Agreement, 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 Agreement and ENTERTAINER agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement.
- (c) 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.
- (d) Shall provide the required insurance at least fifteen (15) days prior to first scheduled show date.

**THE COUNTY** may terminate this Agreement if:

- (a) The FAIR is unable to present an agricultural fair on the date(s) specified in this Agreement.
- (b) The ENTERTAINER fails to abide by all terms of this Agreement and rules of the FAIR and may cancel this Agreement without reimbursement of any fees collected.

**THE 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  
360-875-9368  
dgraves@co.pacific.wa.us

For ENTERTAINMENT: Jeff Evans  
Simply Magic LLC  
2423 Abernethy Rd NE  
Olympia, WA 98516

