

ENTERTAINMENT CONTRACT

THIS CONTRACT is made and entered into this 24th day of August, 2023, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington and operator of the annual Evergreen State Fair, hereafter referred to as the "COUNTY", and International Lumberjack Show LLC, a limited liability company, hereafter referred to as the "CONTRACTOR", for the considerations recited herein.

1. **SCOPE AND TERM.** The CONTRACTOR agrees to produce at the Evergreen State Fair in Monroe, Washington, Lumberjack Show Entertainment (hereafter "Entertainment" or "Show") on the dates of Thursday, August 24, 2023 through Tuesday, August 29, (Fair is closed Wednesday, August 30), and Thursday, August 31 through Monday, September 4, 2023. The CONTRACTOR may begin set-up at 8:00am on Monday, August 21, 2023 and shall be set-up and ready to perform no later than 10:00 a.m. on Thursday, August 24. The CONTRACTOR may commence tear-down at 8:00 p.m. (Fair ends at 7:00 p.m.) on Monday, September 4 and must be vacated no later than 5:00 p.m. on Wednesday, September 6.

2. **SHOW DAY MINIMUM REQUIREMENTS.** The CONTRACTOR must provide the following minimum for each Show Day:

- a. Each day with scheduled Entertainment ("Show Day") will include three (3) Shows (with two (2) Shows on September 4, 2023).
- b. Each Show will run approximately thirty (30) minutes.
- c. Shows will commence at 12pm, 4pm and 7pm (12pm and 4pm on September 4) daily or as otherwise designated necessary by the Fair Programs Supervisor.
- d. The Entertainment shall be conducted exclusively within the areas designated by the Fair Programs Supervisor.
- e. Each show must contain the following as a minimum:
 - i. Log rolling.
 - ii. Tree climbing.
 - iii. Chopping (springboard and underhand).
 - iv. Sawing (crosscut; double buck or single buck vs. single buck or chainsaw AND obstacle pole buck).
 - v. Axe throwing.
 - vi. Chair carving.

3. **OTHER CONTRACTOR REQUIREMENTS.** CONTRACTOR agrees to furnish, at no additional expense to COUNTY, the following:

- a. Announcers.
- b. Personnel: All performers; set-up and teardown crew.
- c. All wood.
- d. All necessary specialized show equipment.
- e. Clean-up inside all buildings & outside.
- f. Pool for log rolling with the minimum depth of the pool to be three (3) feet.
- g. All other services/personnel incidental to the "Lumberjack Show" and not otherwise provided herein.
- h. Acceptable public address (P.A.) system.
- i. Promotional materials, upon request.
- j. Insurance as set out below.
- k. Necessary accommodations and meals for International Lumberjack Show personnel.

4. COUNTY RESPONSIBILITIES. The COUNTY agrees to provide to the CONTRACTOR, at the COUNTY's expense, the following:

- a. Show area of approximately 90' deep x 70' wide, which includes seating area. Location # 409.
- b. Electricity.
- c. Admission and parking passes for performers.
- d. Advertising deemed necessary and appropriate in the sole opinion of the COUNTY.
- e. Filling of pool for log rolling.
- f. Facility to be used as a changing room and storage room.
- g. Refuse container for wood.
- h. The area surrounding the axe throwing target must have side fencing. All fencing must be of sufficient height to ensure the safety of the spectators. Fair management may in its discretion require additional fencing around axe throwing area.
- i. Ten yards of planer shavings (not sawdust) for under the climbing trees.
- j. Two (2) parking locations at or near show site. Unless an emergency, cars may not leave inside fairgrounds (at show site) between 11am-8pm.
- k. Rope type barrier around show area and reasonable security around show site.
- l. Equipment needed for set-up, tear-down (tractor with bucket or forklift).
- m. Pumping of pool upon closing of final show.
- n. Spectator bleachers.
- o. Two (2) approx. 72 foot high spar poles for tree climbing event. Note: new spar poles in 2022.
- p. See attached Materials List (Attachment "A"), which will be included as an addendum to this contract.

5. COMPENSATION. The COUNTY agrees to pay the CONTRACTOR, one half of the payment for services of \$17,000.00 on Tuesday August 29, 2023 and the final payment of \$17,000.00 upon completion of the final performance on Monday, September 4, 2023, for a total sum of **\$34,000.00 (Thirty-Four Thousand Dollars)**, plus \$500 Ticket Trade Value, which constitutes full payment for the services of CONTRACTOR provided for herein.

6. COMPLIANCE WITH LAWS, RULES AND REGULATIONS. The CONTRACTOR agrees to comply with all city, county, state and federal statutes, rules and regulations, in any matter concerning the Entertainment to be provided under this Contract. By executing this document, the COUNTY does not warrant that any other permits or licenses are necessary nor waive such requirements. In addition, the CONTRACTOR shall abide by and shall cause all its agents, employees and subcontractors to abide by all rules and regulations prescribed at any time by the County Council, County Safety Personnel or the Fairgrounds Manager governing fairground operations, including but not limited to admission to and exit from the fairgrounds during the Fair, parking and traffic control.

7. HOLD HARMLESS. CONTRACTOR shall protect, save harmless, indemnify, and defend, at its own expense, Snohomish County, its elected and appointed officials, officers, employees, and agents, from any loss or claim for damages of any nature whatsoever, arising out of or suffered, directly or indirectly, in connection with this Agreement or use of the premises, including claims by CONTRACTOR's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of Snohomish County, its elected and appointed officials, officers, employees, and agents. The CONTRACTOR specifically waives any immunity, as respects to the COUNTY only, under the state industrial insurance law, Title 51 RCW. The CONTRACTOR recognizes that this waiver was specifically entered into pursuant to mutual negotiation.

8. INSURANCE REQUIREMENTS. Prior to the execution of this Agreement, CONTRACTOR shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the use of the Premises.

a. NO LIMITATION. The CONTRACTOR's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the CONTRACTOR to the coverage provided by such insurance, or otherwise limit the County's recourse to any remedy available at law or in equity.

b. COMMERCIAL GENERAL LIABILITY. CONTRACTOR shall obtain Commercial General Liability insurance covering premises, products-completed operations and contractual liability. Snohomish County shall be named as an additional insured on CONTRACTOR's General Liability insurance policy. The General Liability insurance shall be written with limits of no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Claims made coverage will not be accepted.

c. CONTRACTOR shall provide proof of primary General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Insurance shall include and specifically name "Snohomish County, its officers, elected officials, agents, and employees" as additional insured, and include a copy of the Additional Insured Endorsement form CG 20 26, or its equivalent, with the Certificate of Insurance before using the Premises. (REFER TO EXHIBIT B FOR CERTIFICATE OF INSURANCE INSTRUCTIONS).

d. WORKERS COMPENSATION – CONTRACTOR shall provide workers' compensation coverage in conformance with Washington State law. The County shall not be responsible for the payment of workers' compensation premiums or for any other claim or benefit for the CONTRACTOR which might arise under the optional owner coverage provisions of the Washington State Industrial Insurance law.

e. ADDITIONAL COVERAGES (when required).

1. AUTOMOBILE LIABILITY - If the event includes any activities in the Statement of Work requiring the use of a vehicle on County property, the CONTRACTOR shall also obtain and maintain continuously for the term of any Contract incorporating this Agreement, at its own expense, automobile liability insurance, combined single limit, for bodily injury and property damage for any automobile accident that occurs during the scope of this Agreement.

2. ALCOHOL - Available for consumption on premises, whether sold or not:

i) Beer Gardens & Alcohol Being Sold - In addition to the required General Liability coverage, CONTRACTOR shall procure and maintain for the duration of the agreement Liquor Liability insurance in the amount of \$1,000,000 each occurrence. The County is to be named as an additional insured on Liquor Liability insurance.

ii) Host Liquor Liability coverage may be substituted when alcohol is consumed and not sold on premises with the prior written approval of the County.

3. ATHLETIC PARTICIPANT EVENTS - General Liability insurance shall include coverage for participant liability with limits of not less than \$1,000,000 per occurrence.

9. RECORDS. The COUNTY may, at reasonable times, inspect books and records of the CONTRACTOR relating to performance of this Contract.

10. NOTICES. Any notices required under this Contract shall be provided to the addresses provided below.

11. INDEPENDENT CONTRACTOR. The CONTRACTOR agrees that the CONTRACTOR will perform the services under this Contract as an independent contractor and not as an agent, employee, or servant of the COUNTY. The parties agree that the CONTRACTOR is not entitled to any benefits or rights enjoyed by employees of the COUNTY. The CONTRACTOR specifically has the right to direct and control the CONTRACTOR's own activities in providing agreed services in accordance with the specifications set out in this contract. The COUNTY shall only have the right to ensure performance.

12. NO ASSIGNMENT. The CONTRACTOR shall not subcontract, assign, or delegate any of the rights, duties, or obligations covered by this Contract without the prior express written consent of the COUNTY.

13. COUNTY NON-DISCRIMINATION. It is the policy of the County to reject discrimination which denies equal treatment to any individual because of his or her race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability as provided in Washington's Law against Discrimination, Chapter 49.60 RCW, and the Snohomish County Human Rights Ordinance, Chapter 2.460 SCC. These laws protect against specific forms of discrimination in employment, credit transactions, public accommodation, housing, county facilities and services, and county contracts.

The Contractor shall comply with the substantive requirements of Chapter 2.460 SCC, which are incorporated herein by this reference. Execution of this Agreement constitutes a certification by the Contractor of the Contractor's compliance with the requirements of Chapter 2.460 SCC. If the Contractor is found to have violated this provision, or to have furnished false or misleading information in an investigation or proceeding conducted pursuant to this Agreement or Chapter 2.460 SCC, this Agreement may be subject to a declaration of default and termination at the County's discretion. This provision shall not affect the Contractor's obligations under other federal, state, or local laws against discrimination.

14. FEDERAL (TITLE VI) NON-DISCRIMINATION. Snohomish County assures that no persons shall on the grounds of race, color, national origin, or sex as provided by Title VI of the Civil Rights Act of 1964 (Pub. L. No. 88-352), as amended, and the Civil Rights Restoration Act of 1987 (Pub. L. No. 100-259) be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any County sponsored program or activity. Snohomish County further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

15. TERMINATION.

a. If the CONTRACTOR breaches any of its obligations hereunder and fails to cure the same upon written notice to do so by the COUNTY, the COUNTY may terminate this Contract, in which case the COUNTY shall pay the CONTRACTOR a prorated portion of the amount set out in paragraph 5 representing only those services accepted by the COUNTY.

b. The COUNTY may terminate this Contract if, in the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in paragraph 1, in which case the COUNTY shall not be liable to the CONTRACTOR for damages resulting from the termination or otherwise.

c. If either party is unable to perform any of its obligations under this Contract as a direct result of an event beyond that party's reasonable control, including but not limited to an act of war, act of nature (including but not limited to earthquake and flood), embargo, riot, sabotage, epidemic, labor shortage, or dispute (despite due diligence in obtaining the same), or governmental restriction (collectively, a "force majeure event"),

then both party's obligations with respect to the performance of this Contract shall be excused and neither Party shall have any liability to the other in connection therewith.

d. Termination shall not affect the rights of the COUNTY under any paragraph herein.

e. If this contract is terminated or cancelled all Fair admission, parking, and event passes are to be returned intact to the COUNTY Fair Administration Office or CONTRACTOR will be invoiced for face value of all admission, parking and event passes not returned.

16. MODIFICATION. No changes or additions shall be made to this Contract except as agreed to by both parties and reduced to writing and executed with the same formalities as are required for the execution of this Contract.

17. GOVERNING LAW AND VENUE. This Contract shall be governed by the laws of the State of Washington and any lawsuit regarding this Contract must be brought in Snohomish County, Washington.

18. SEVERABILITY. Should any clause, phrase, sentence or paragraph of this contract be declared invalid or void, the remaining provisions of this agreement shall remain in full force and effect.

19. ENTIRE AGREEMENT. This Contract is the complete expression of the terms and conditions hereunder. Any oral or written representations or understandings not incorporated herein are specifically excluded.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have caused this Contract to be executed on the date first written above.

SNOHOMISH COUNTY

CONTRACTOR

By: Harper, Lacey Digitally signed by Harper, Lacey
Date: 2023.08.24 08:28:59 -07'00'

By: *Jessica Karraker*

Print Name: _____

Print Name: Jessica Karraker

Title: Executive Director

Title: Owner

Date: _____

Date: June 23, 2023

Address: 14405 179th Avenue SE
Monroe, WA 98272-1149

Address: 1107 S Industrial Way
Ellensburg, WA 98926

Telephone: 360-805-6700

Telephone: 509-899-6969

E-mail: jesskarraker@gmail.com

Approved as to form only:
Rebecca J. Guadamud 10/04/18
Deputy Prosecuting Attorney

Reviewed by Risk Management
 Approved Other

Barker, Sheila Digitally signed by Barker, Sheila
Date: 2023.08.02 06:16:27 -07'00'

Risk Management Designee

Approved as to form by Risk: 10/18/17 DB

COUNCIL USE ONLY	
Approved	<u>8/22/2023</u>
ECAF #	<u>2023-0904</u>
MOT/ORD	<u>Motion 23-344</u>

EXHIBIT B
(ENTERTAINMENT CONTRACT)

Snohomish County  Evergreen State Fair Park
14405 179th Avenue SE Monroe, WA 98272-1149 Phone 360-805-6700 Fax 360-794-8027

INSURANCE REQUIREMENTS:

Per Snohomish County Evergreen State Fairgrounds Entertainment Contract

1. Certificate of Liability Insurance; ***AND***
2. **CG 20 26** Additional Insured – Designated Person or Organization (***or its equivalent***)

Additional Insured: Snohomish County and Evergreen State Fairgrounds, its officers, elected officials, agents and employees

SUBMIT: Certificate of Insurance **AND Endorsement** to Evergreen State Fairgrounds.

QUESTIONS: Call Diane Baer, Snohomish County Risk Management, at (425) 388-3760

CERTIFICATE OF INSURANCE INFORMATION

INSURED must be the name of the “CONTRACTOR” listed on the Entertainment Contract.

MINIMUM SCOPE & LIMITS OF INSURANCE: The CONTRACTOR shall maintain coverage at least as broad as and with limits no less than:

General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage, and a \$2,000,000 aggregate limit. CG 00 01 current edition;

Automobile Liability: (Required if using automobiles in the course of your work). \$1,000,000 combined single limit per accident for bodily injury and property damage. CA 0001 current edition, Symbol 1;

Workers' Compensation: To meet applicable statutory requirements for workers' compensation coverage of the state or states of residency of the workers providing services under this Agreement;

DESCRIPTION OF OPERATION / LOCATIONS / VEHICLE must include:

Snohomish County and Evergreen State Fairgrounds, its officers, elected officials, agents and employees are additional insureds, as respects to the activities of the Named Insured at the Evergreen State Fair: August 24 – September 4, 2023.

CERTIFICATE HOLDER should read: Snohomish County
Evergreen State Fairgrounds
14405 179th Avenue SE
Monroe, WA 98272-1149

The Certificate of Insurance MUST include a copy of Additional Insured Endorsement

Attachment "A"
2023 EVERGREEN STATE FAIR
LUMBERJACK SHOW MATERIALS

Set-up/Teardown

Large forklift for use at 9:00am Tuesday, August 22 through Tuesday, September 5, 2023 – Rental Co.

Axe Target Backstop

2 – 4"x 4" x 12 timbers

Chainlink fence sections 5 custom built screen (fence sections) - Set up ahead

Springboard Chop

Post hole digger

2 – Long handle spade shovels

Security Fencing

12 Stations

Plastic Flagging

Changing Buildings

Lumberjack Show Barn (Men) and White Gate Ticket Bldg. w/blinds (Women)

2 8' Tables (folding legs)

8 Chairs

2 Clothes Racks

2 Picnic Tables with steel legs

Log Rolling Pool

100' 2 1/2" fire hose

Fittings and Y gate reducer for hook-up to hydrant

Hydrant wrench

6 Bales of straw

Water pump to drain pool following last show – after 4:30pm, September 4, 2023 (water to be drained into drains on roadway with area blocked off from the public).

Tree Climbing

Planer Shavings

Maintenance

Dumpster for wood chips and blocks

2 Wheel barrows

Garden Rake

Lawn Rake

Push Broom

1 D handle scoop shovel

2 good pallets

Pitch Fork (for fluffing planer shavings)

75'-100' Garden Hose

Signage

Showtime sign

Sponsor sign - Fair

Please Keep Off The Logs

Waiver Book – Fair to provide Binder for participants to sign hold harmless waiver

**2023 EVERGREEN STATE FAIR
LUMBERJACK SHOW SCHEDULE
(Frontierland #409)**

Thursday August 24	12:00 pm	4:00 pm	7:00 pm
Friday August 25	12:00 pm	4:00 pm	7:00 pm
Saturday August 26	12:00 pm	4:00 pm	7:00 pm
Sunday August 27	12:00 pm	4:00 pm	7:00 pm
Monday August 28	12:00 pm	4:00 pm	7:00 pm
Tuesday August 29	12:00 pm	4:00 pm	7:00 pm
Wednesday August 30	FAIR CLOSED		
Thursday August 31	12:00 pm	4:00 pm	7:00 pm
Friday September 1	12:00 pm	4:00 pm	7:00 pm
Saturday September 2	12:00 pm	4:00 pm	7:00 pm
Sunday September 3	12:00 pm	4:00 pm	7:00 pm
Monday September 4	12:00 pm	4:00 pm	