

ENTERTAINMENT CONTRACT

THIS CONTRACT is made and entered into this _____ day of _____, 2025, by and between SNOHOMISH COUNTY, a political subdivision of the State of Washington and operator of the annual Evergreen State Fair in Monroe, Washington (the “Fair”), hereafter referred to as the “COUNTY”, and The International Lumberjack Show LLC, a Washington limited liability company, hereafter referred to as the “CONTRACTOR,” for the considerations recited herein.

1. SCOPE AND TERM.

This Contract shall be effective upon contract execution (the “Effective Date”) and shall terminate September 3, 2029, provided, however, that the County’s obligation after December 31, 2025, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law. The County may extend this Contract, with approval of the CONTRACTOR, for one (1) additional five (5) year term (2030-2034).

The CONTRACTOR agrees to produce at the Fair Lumberjack Show Entertainment (hereafter “Entertainment” or “Show”) on the dates of:

2025 Fair Dates: August 21 – September 1 (closed on Wednesday August 27)

2026 Fair Dates: August 27 – September 7

2027 Fair Dates: August 26 – September 6

2028 Fair Dates: August 24 – September 4

2029 Fair Dates: August 23 – September 3

The CONTRACTOR will be notified at least six (6) months in advance of the above Fair dates if the Fair will close one of the days during the Fair. This Contract is the product of County RFP No. 24-0370SB.

The CONTRACTOR may begin set-up at 8:00am on the Monday before the Fair opens and shall be set-up and ready to perform no later than 10:00 a.m. on Fair Opening Day. The CONTRACTOR may commence tear-down at 8:00 p.m. (Fair ends at 7:00 p.m.) on Labor Day and must vacate the Fair no later than 5:00 p.m. on the Wednesday after Labor Day, or as otherwise designated necessary by the Fair Programs Supervisor or designee.

2. SHOW DAY MINIMUM REQUIREMENTS. The CONTRACTOR must provide the following minimum:

- a. For each day the Fair is open, three (3) scheduled Shows (with two (2) Shows on Labor Day).
- b. Each Show will run approximately thirty (30) minutes.
- c. Shows will commence at 12pm, 4pm and 7pm (12pm and 4pm on Labor Day) 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. Announcer.
- b. Personnel: All performers; set-up and teardown crew. All personnel must sign hold harmless waiver.
- c. All wood.
- d. All necessary specialized show equipment.
- e. Clean-up all County-owned facilities provided for changing room and storage (inside and outside of said facilities) and Show area.
- 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 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 for use as a changing room and storage room.
- g. Refuse container for wood.
- h. Axe throwing target fencing. All fencing will be of sufficient height to ensure the safety of the spectators.
- i. Ten yards of planer shavings (not sawdust) for under the climbing trees.
- j. Two (2) parking locations at or near Show area. Unless an emergency, cars may not leave inside Fairgrounds (at Show area) between 11am-8pm.
- k. Rope type barrier around Show area and reasonable security around Show area.
- l. Equipment needed for set-up and tear-down (such as a 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. Additional materials and equipment as requested annually CONTRACTOR and as deemed appropriated in the sole opinion of the COUNTY, i.e., dumpster, straw bales, tables, chairs, clothes rack, garden hose, wheelbarrow, rake, shovels and showtime sign.

5. COMPENSATION. The COUNTY agrees to pay the CONTRACTOR, one half of the payment for services of \$17,000 on Tuesday, August 26, 2025, and the final payment of \$17,000 balance upon completion of the final performance on Labor Day, September 1, 2025, 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 for the 2025 Fair. Compensation will be \$34,000 for the 2026 fair; \$34,000 for the 2027 fair; \$35,000 for the 2028 fair; and \$35,000 for the 2029 fair; plus, \$500 ticket trade each year for the 2026-2029 fairs.

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 A 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, which may be granted or withheld in the COUNTY'S sole discretion.

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

The International Lumberjack Show, LLC

By: _____

By: _____

Print Name: _____

Print Name: Jessica Karraker

Title: _____

Title: Owner

Date: _____

Date: _____

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

Address: 1107 S Industrial Way
Ellensburg WA98926

Telephone: 360-805-6700

Telephone: 509-899-6969

Approved as to form only:


E-mail: jesskarraker@gmail.com

Deputy Prosecuting Attorney

Reviewed by Risk Management

[] Approved [] Other

EXHIBIT A
(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: (Fair Dates, including set up and tear down dates).

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

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