

CONTRACTOR: Neste Event Marketing, LLC d.b.a. Neste Live!  
CONTACT PERSON: Fran Romeo, Consultant/Talent Buyer  
ADDRESS: 410 Chestnut St, Nashville TN 37203  
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 83-3591589  
TELEPHONE/FAX NUMBER: 615-917-8400/fran@franromeoagency.com  
COUNTY DEPT: DCNR/Parks and Recreation (Fair Division  
DEPT. CONTACT PERSON: Debbie Donk, Programs Supervisor  
TELEPHONE/FAX NUMBER: 360-805-6705/Debbie.Donk@snoco.org  
PROJECT: Grandstand Entertainment Consultant  
AMOUNT: Refer to Schedule B  
FUND SOURCE: 2 509 541 4101  
CONTRACT DURATION: 5 years (2023-2027)  
With options to extend per Section 2

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT (the “Agreement”) is made by and between Snohomish County, a political subdivision of the State of Washington (the “County”) and Neste Event Marketing, LLC d.b.a. Neste Live!, a Live Nation Company, a Delaware limited liability company (the “Contractor”). In consideration of the mutual benefits and covenants contained herein, the parties agree as follows:

1. Purpose of Agreement; Scope of Services. The purpose of this Agreement is to provide grandstand entertainment consultant services for the Snohomish County Evergreen State Fair. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof the services shall be performed in accordance with the requirement. This Agreement is the product of County RFP No. 23-023RB.
2. Term of Agreement; Time of Performance. This Agreement shall be effective upon contract execution (the “Effective Date”) and shall terminate October 31, 2027, provided, however, that the County’s obligation after December 31, 2023, 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 an additional five-year term.
3. Compensation.
  - a. Services. The County will pay the Contractor on a fee basis for services as and when set forth in Schedule B, which is attached hereto and by this reference made a part of this Agreement.
  - b. Overhead and Expenses. The Contractor’s compensation for services includes overhead but does not include specific reimbursable expenses, which will be allowed only as and to the extent set forth in Schedule B.

- c. Invoices. The Contractor shall submit properly executed invoices to the County in accordance with Schedule B.
- d. Payment. The County's preferred method of payment under this contract is electronic using the County's "e-Payable" system with Bank of America. The Contractor is highly encouraged to take advantage of the electronic payment method.

In order to utilize the electronic payment method, the Contractor shall email [SnocoEpayables@snoco.org](mailto:SnocoEpayables@snoco.org) and indicate it was awarded a contract with Snohomish County and will be receiving payment through the County's e-Payable process. The Contractor needs to provide contact information (name, phone number and email address). The Contractor will be contacted by a person in the Finance Accounts Payable group and assisted with the enrollment process. This should be done as soon as feasible after County award of a contract or purchase order, but not exceeding ten (10) business days.

Department approved invoices received in Finance will be processed for payment within seven calendar days for e-Payable contractors. Invoices are processed for payment by Finance two times a week for contractors who have selected the e-Payable payment option.

In the alternative, if the Contractor does not enroll in the electronic ("e-Payable") payment method described above, contract payments will be processed by Finance with the issuance of paper checks or, if available, an alternative electronic method. Alternative payment methods, other than e-Payables, will be processed not more than 30 days from receipt of department approved invoices to Finance.

THE COUNTY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE COUNTY'S VISA PURCHASING CARD (PCARD).

Upon acceptance of payment, the Contractor waives any claims for the goods or services covered by the Invoice. No advance payment shall be made for the goods or services furnished by Contractor pursuant to this Contract.

- e. Payment Method. In addition to Payment section above, the County may make payments for purchases under this contract using the County's VISA purchasing card (PCARD).

Are you willing to accept PCARD payments without any fees or surcharges?

Yes  No

- 4. Independent Contractor. The Contractor agrees that Contractor will perform the services under this Agreement as an independent contractor and not as an agent, employee, or servant of the County. This Agreement neither constitutes nor creates an employer-employee relationship. 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 Contractor's own activities in providing the agreed services in accordance with the specifications set out in this Agreement. The County shall only have the right to ensure performance. Nothing in this Agreement shall be construed to render the parties as partners or joint venturers.

The Contractor shall furnish, employ, and have exclusive control of all persons to be engaged in performing the Contractor's obligations under this Agreement (the "Contractor personnel"), and shall prescribe and control the means and methods of performing such obligations by providing adequate and proper supervision. Such Contractor personnel shall for all purposes be solely the employees or agents of

the Contractor and shall not be deemed to be employees or agents of the County for any purposes whatsoever. With respect to Contractor personnel, the Contractor shall be solely responsible for compliance with all rules, laws and regulations relating to employment of labor, hours of labor, working conditions, payment of wages and payment of taxes, including applicable contributions from Contractor personnel when required by law.

Because it is an independent contractor, the Contractor shall be responsible for all obligations relating to federal income tax, self-employment or FICA taxes and contributions, and all other so-called employer taxes and contributions including, but not limited to, industrial insurance (workers' compensation). The Contractor agrees to indemnify, defend, and hold the County harmless from any and all claims, valid or otherwise, made to the County by Contractor's employees, subcontractors or agents because of these obligations.

The Contractor assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by the Contractor and as to all duties, activities, and requirements by the Contractor in performance of the work under this Agreement. The Contractor shall assume exclusive liability therefor and shall meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith, provided, however, that any sales and use taxes levied upon Contractor for which the County is the end user shall be passed onto the County as a reimbursable expense under Section 3.

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 Contractor or the Contractor's subcontractors or consultants for delivery to the County under this Agreement shall be the sole and absolute property of the County, subject to any existing rights of third parties (e.g., with respect to marketing materials, if applicable). 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, subject to the existing rights of third parties. Material which the Contractor 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 Contractor and is not "work made for hire" within the terms of this Agreement.
6. Changes. No changes or additions shall be made in this Agreement except as agreed to by both parties, reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
7. County Contact Person. The assigned contact person (or project manager) for the County for this Agreement shall be:

Name: Debbie Donk  
Title: Programs Supervisor  
Department: DCNR/Parks/Fair Division  
Address: 14405 179<sup>th</sup> Ave SE Monroe WA 98272  
Telephone: 360-805-6705  
Email: Debbie.Donk@snoco.org

8. County Review and Approval. When the Contractor has completed any discrete portion of the services, the Contractor shall verify that the work is free from errors and defects and otherwise conforms to the requirements of this Agreement. The Contractor shall then notify the County that said work is complete. The County shall promptly review and inspect the work to determine whether the work is acceptable. If the County determines the work conforms to the requirements of this Agreement, the County shall notify the Contractor that the County accepts the work. If the County determines the work contains errors, omissions, or otherwise fails to conform to the requirements of this Agreement, the County shall reject the work by providing the Contractor with written notice describing the problems with the work and describing the necessary corrections or modifications to same. In such event, the Contractor shall promptly remedy the problem or problems and re-submit the work to the County. The Contractor shall receive no additional compensation for time spent correcting errors. Payment for the work will not be made until the work is accepted by the County. The Contractor shall be responsible for the accuracy of work even after the County accepts the work.

If the Contractor fails or refuses to correct the Contractor's work when so directed by the County, the County may withhold from any payment otherwise due to the Contractor an amount that the County in good faith believes is equal to the cost the County would incur in correcting the errors, in re-procuring the work from an alternate source, and in remedying any damage caused by the Contractor's conduct.

9. Subcontracting and Assignment. The Contractor shall not assign or convey this Agreement without prior express written consent of the County. Any attempt by the Contractor to assign or convey this Agreement to another party in violation of the preceding sentence shall be null and void and shall constitute a material breach of this Agreement. The provisions of this section are no intended to preclude Contractor from utilizing subcontractors in the performance of this Agreement, including, without limitation, Fran Romeo or Fran Romeo Agency.
10. Records and Access; Audit; Ineligible Expenditures. The Contractor shall maintain adequate records to support billings. Said records shall be maintained for a period of seven (7) years after completion of this Agreement by the Contractor. The County or any of its duly authorized representatives shall have access at reasonable times to any books, documents, papers, and records of the Contractor which are directly related to this Agreement for the purposes of making audit examinations, obtaining excerpts, transcripts, or copies, and ensuring compliance by the County with applicable laws. Expenditures under this Agreement, which are determined by audit to be ineligible for reimbursement and for which payment has been made to the Contractor, shall be refunded to the County by the Contractor.

11. Indemnification.

Each party shall be responsible for its own intentional or negligent acts, errors and omissions and hereby agrees to indemnify, hold harmless and release the other party, its officers, officials, employees and agents and each of the heirs, personal representatives, successors and assigns of any of the foregoing from and against any and all liabilities, losses, claims, damages, costs, demands, fines, judgments, penalties, obligations and payments, together with any reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and reasonable costs and expenses of investigation) incurred in connection with any act or omission of the indemnifying party (or anyone directly or indirectly employed by the indemnifying party, including subcontractors).

The above indemnification obligations shall include, but are not limited to, all claims against the indemnifying party by an employee or former employee of the indemnifying party or its subcontractors, and the parties, by mutual negotiation, expressly waive all immunity and limitation on liability, as respects only the other party under any industrial insurance act, including Title 51 RCW, other Worker's Compensation act,

disability benefit act, or other employee benefit act of any jurisdiction which would otherwise be applicable in the case of such claim.

In the event that a party incurs any judgment, award and/or cost including attorney's fees arising from the act or omission of the other party, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the indemnifying party

The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment, or termination of this Agreement.

Nothing contained within this provision shall affect or alter the application of any other provision contained within this Agreement.

12. Insurance Requirements. The Contractor shall procure by the time of execution of this Agreement, and maintain for the duration of this Agreement, (i) insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the services hereunder by the Contractor, its agents, representatives, or employees, and (ii) a current certificate of insurance and additional insured endorsement when applicable.

a. General. Each insurance policy shall be written on an "occurrence" form.

By requiring the minimum insurance coverage set forth in this Section 12, the County shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

b. No Limitation on Liability. The Contractor's maintenance of insurance as required by this 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.

c. Minimum Scope and Limits of Insurance. The Contractor shall maintain coverage with limits no less than:

(i) General Liability: \$1,000,000 each occurrence and \$2,000,000 general aggregate and with umbrella/excess liability insurance of \$4,000,000 each occurrence/aggregate providing excess coverage over and following form of the primary liability policy.

(ii) Automobile Liability: \$1,000,000 combined single limit per accident, covering all owned, non-owned and hired or leased vehicles.

(iii) 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.

(iv) Employers' Liability or "Stop Gap" coverage: \$1,000,000.

d. Other Insurance Provisions and Requirements. The insurance coverage required in this Agreement for all liability policies except workers' compensation and Professional Liability, if applicable, must contain, or must be endorsed to contain, the following provisions:

(i) The County, its officers, officials, employees, and agents are to be listed on Contractor's general liability and auto liability policies as additional insureds as respects liability arising out of

activities performed by or on behalf of the Contractor in connection with this Agreement. Such coverage shall be primary and non-contributory insurance with respect to any insurance maintained by the County with respect to the liability assumed by Contractor pursuant to this Agreement..

- (ii) The Contractor's insurance coverage shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.
- (iii) Any deductibles or self-insured retentions must be declared to the County. The deductible and/or self-insured retention of the policies shall be the sole responsibility of the Contractor.
- (iv) Insurance coverage must be placed with insurers with a Best's Underwriting Guide rating of no less than A: VIII, or, if not rated in the Best's Underwriting Guide, with minimum surpluses the equivalent of Best's surplus size VIII.

30 Notice of any cancellation of such coverage shall be provided in accordance with policy provisions.

e. Subcontractors. Contractor will require its subcontractors to maintain general liability coverage and furnish separate certificates of insurance and any required policy endorsements.

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 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. Employment of County Employees. SCC 2.50.075, "Restrictions on future employment of County employees," imposes certain restrictions on the subsequent employment and compensation of County employees. The Contractor represents and warrants to the County that it does not at the time of execution of this Agreement, and that it shall not during the term of this Agreement, employ a former or current County employee in violation of SCC 2.50.075. For breach or violation of these representations and warranties, the County shall have the right to terminate this Agreement without liability.

16. Compliance with Other Laws. The Contractor shall comply with all other applicable federal, state, and local laws, rules, and regulations in performing this Agreement.
17. Compliance with Grant Terms and Conditions. The Contractor shall comply with any and all conditions, terms, and requirements of any federal, state, or other grant, if any, that wholly or partially funds the Contractor's work hereunder.
18. Prohibition of Contingency Fee Arrangements. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the County shall have the right to terminate this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
19. Force Majeure. The failure or inability of a party to comply with its obligations set forth herein due to a Force Majeure Event shall not be a breach of this Agreement. "Force Majeure Event" means any condition or circumstance, beyond either party's reasonable control, that renders performance of the Snohomish County Evergreen State Fair or one or more of the performances contemplated under this Agreement, impossible, impracticable, unfeasible, or unsafe. Force Majeure Events include, without limitation: fire; flooding; riot or civil commotion; lockout; strike or other labor dispute; act, order, rule, or regulation of any court, government agency, or public authority, including, but not limited to, those relating to any public health emergency, epidemic and/or pandemic (e.g., COVID-19); substantial interruption in, delay or failure of necessary transportation or technical facilities; war conditions; act of public enemy or terrorism; acts of God; and destruction of, or material damage to, a venue. If a Force Majeure Event occurs and the Snohomish County Evergreen State Fair is cancelled in whole or in part and not otherwise rescheduled: (a) the parties' respective obligations hereunder will be excused, without any additional obligations except as provided herein; (b) there shall be no claim for damages by either party against the other party; (c) the County shall pay to Contractor the applicable amount due for any artist performances occurring prior to the cancellation (if any); and (d) the County shall reimburse Contractor for any expenses actually incurred by Contractor prior to such cancellation that were pre-approved by the County in writing.
20. Suspension of Work. The County may, at any time, instruct the Contractor in writing to stop work effective immediately, or as directed, pending either further instructions from the County to resume the work or a notice from the County of breach or termination under Section 21 of this Agreement.
21. Non-Waiver of Breach; Termination.
  - a. The failure of the County to insist upon strict performance of any of the covenants or agreements contained in this Agreement, or to exercise any option conferred by this Agreement, in one or more instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.
  - b. If the Contractor breaches any of its obligations hereunder and fails to cure the same within 15 business days of written notice to do so by the County, the County may terminate this Agreement,

in which case the County shall pay the Contractor only for the services and corresponding reimbursable expenses, if any, accepted by the County in accordance with Sections 3 and 8 hereof.

- c. Intentionally deleted.
- d. Termination by the County hereunder shall not affect the rights of the County as against the Contractor provided under any other section or paragraph herein. The County does not, by exercising its rights under this Section 21, waive, release, or forego any legal remedy for any violation, breach, or non-performance of any of the provisions of this Agreement.

22. Notices. All notices and other communications shall be in writing and shall be sufficient if given, and shall be deemed given, on the date on which the same has been mailed by certified mail, return receipt requested, postage prepaid, addressed as follows:

If to the County:                      Snohomish County Evergreen State Fair  
14405 179<sup>th</sup> Ave SE  
Monroe, Washington 98272  
Attention: Kara Underwood, Division Manager

and to:                                      Snohomish County Purchasing Division  
3000 Rockefeller Avenue, M/S 507  
Everett, Washington 98201  
Attention:      Bramby Tollen, Purchasing Manager

If to the Contractor:                      Neste Event Marketing, LLC d.b.a. Neste Live!  
410 Chestnut St  
Nashville TN 37203  
Attention: Fran Romeo, Consultant

The County or the Contractor may, by notice to the other given hereunder, designate any further or different addresses to which subsequent notices or other communications shall be sent.

23. Confidentiality. The Contractor shall not disclose, transfer, sell or otherwise release to any third party any confidential information gained by reason of or otherwise in connection with the Contractor's performance under this Agreement. The Contractor may use such information solely for the purposes necessary to perform its obligations under this Agreement. The Contractor shall promptly give written notice to the County of any judicial proceeding seeking disclosure of such information.

24. 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 Contractor are needed for the County to respond to a request under the Act, as determined by the County, the Contractor agrees to make them promptly available to the County. If the Contractor 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 Contractor 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 Contractor and the County determines that release of the information is required by the



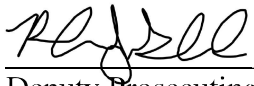
Act or otherwise appropriate, the County's sole obligations shall be to notify the Contractor (a) of the request and (b) of the date that such information will be released to the requester unless the Contractor obtains a court order to enjoin that disclosure pursuant to RCW 42.56.540. If the Contractor 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 Contractor to claim any exemption from disclosure under the Act. The County shall not be liable to the Contractor for releasing records not clearly identified by the Contractor as confidential or proprietary. The County shall not be liable to the Contractor for any records that the County releases in compliance with this section or in compliance with an order of a court of competent jurisdiction.

25. Interpretation. This Agreement and each of the terms and provisions of it are deemed to have been explicitly negotiated by the parties. The language in all parts of this Agreement shall, in all cases, be construed according to its fair meaning and not strictly for or against either of the parties hereto. The captions and headings of this Agreement are used only for convenience and are not intended to affect the interpretation of the provisions of this Agreement. This Agreement shall be construed so that wherever applicable the use of the singular number shall include the plural number, and vice versa, and the use of any gender shall be applicable to all genders.
26. Complete Agreement. The Contractor was selected through the County's RFP identified in Section 1. The RFP and the Contractor's response are incorporated herein by this reference. To the extent of any inconsistency among this Agreement, the RFP and the Contractor's response, this Agreement shall govern.
27. Intentionally deleted.
28. No Third-Party Beneficiaries. The provisions of this Agreement are for the exclusive benefit of the County and the Contractor. This Agreement shall not be deemed to have conferred any rights, express or implied, upon any third parties.
29. Governing Law; Venue. This Agreement shall be governed by the laws of the State of Washington. The venue of any action arising out of this Agreement shall be in the Superior Court of the State of Washington, in and for Snohomish County.
30. Severability. Should any clause, phrase, sentence, or paragraph of this agreement be declared invalid or void, the remaining provisions of this Agreement shall remain in full force and effect.
31. Authority. Each party to this Agreement represents that its respective undersigned has full and sufficient authority to execute this Agreement on behalf of the County or the Contractor, as the case may be, and that upon execution of this Agreement it shall constitute a binding obligation of the County or the Contractor, as the case may be.
32. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.
33. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which shall constitute one and the same Agreement.

SNOHOMISH COUNTY:

\_\_\_\_\_  
Snohomish County                      Date

Approved as to form only:  
                      06-22-2023  
\_\_\_\_\_  
Deputy Prosecuting Attorney      Date

Reviewed by Risk Management  
 Approved                       Other

\_\_\_\_\_

|                         |                      |
|-------------------------|----------------------|
| <b>COUNCIL USE ONLY</b> |                      |
| Approved                | <u>7/19/2023</u>     |
| ECAF #                  | <u>2023-0774</u>     |
| MOT/ORD                 | <u>Motion 23-283</u> |

CONTRACTOR:

|                       |                             |
|-----------------------|-----------------------------|
|                       | June 27, 2023               |
| <i>Gil Cunningham</i> |                             |
| <i>Fran Romeo</i>     | June 27, 2023               |
| _____                 |                             |
| Contractor            | Date                        |
| Gil Cunningham        | President Neste Live!       |
| Fran Romeo            | Neste Live Consultant/agent |
| _____                 |                             |
| Print Name and Title  |                             |

## SCHEDULE "A"

### SCOPE AND TERM OF SERVICES

1. Contractor agrees to present quality, professional grandstand entertainment for the 2023, 2024, 2025, 2026 and 2027 Evergreen State Fairs in Monroe, Washington. Grandstand entertainment must meet Fairground Manager's approval and limits set forth by the Evergreen State Fairground's budget as approved by the County Council. Performance dates and times are to be mutually negotiated each year by the Fairgrounds Programs Supervisor and Contractor. A minimum number of three days of entertainment will be booked each year.

- a. Fair dates for years 2023-2027 will be as follows:

| Year | Fair Dates              |
|------|-------------------------|
| 2023 | August 24 – September 4 |
| 2024 | August 22 – September 2 |
| 2025 | August 21 – September 1 |
| 2026 | August 27 – September 7 |
| 2027 | August 26 – September 6 |

2. Contractor will book the entertainment which will be mutually negotiated each year between Fairgrounds Programs Supervisor and Contractor. Pursuant to the instruction of County, Contractor will execute necessary entertainment contracts and contract riders, upon Fair Management's review of these documents on the County Fair's behalf. Also, Contractor will provide entertainment and production for the 2023-2027 Evergreen State Fairs as set forth in this Agreement.
3. Contractor, or a representative mutually agreeable to both parties, will remain on-site for the period during which the grandstand entertainment is scheduled.
4. Contractor, or its representative, will produce the shows by coordinating with the entertainer and production companies. To produce the shows is further explained to mean that Contractor under the Fairground Program Supervisor's direction will arrange for and be solely responsible for providing the following:
  - A. All equipment, which includes but is not limited to sound and light requirements, backline and tuning of same.
  - B. Set up of the grandstand stage, stage covering, necessary coverings required by entertainers, and coverings needed for equipment or other purposes.
  - C. All catering, ground transportation, lodging, backstage and other matters required by entertainers and other entertainment personnel.
  - D. All entertainment support personnel i.e. stage and production labor, runners, etc.
  - E. Entertainers to perform shows as set forth in this Schedule A.
  - F. All contractual requirements to the entertainers and other entertainment personnel.
  - G. Contractor will advance the shows by August 1.
  - H. Contractor will secure and supply all available promotional marketing materials on behalf of County.

**SCHEDULE "B"**  
**COMPENSATION**

Upon receipt of final invoice after the final show for each year of the Evergreen State Fair as set forth in Schedule "A", the Contractor will be paid the amount for all services rendered by the Contractor under this Agreement.

1. Booking & Production Services Fee: Amount paid to Contractor shall be as follows for all contracted services, not including expenses described in Section 2-4 below, as set forth in this Agreement: 2023 Fair: \$20,000; 2024 Fair: \$21,000; 2025 Fair: \$22,000; 2026 Fair: \$23,000; and 2027 Fair: \$24,000.
  
2. With a copy of a contract, detailed invoice and/or receipts, the County will pay the production companies directly for the following services provided, including sales tax:
  - a) Stage
  - b) Sound
  - c) Lights
  - d) Risers
  - e) Backline
  - f) Catering
  - g) Runners
  - h) Stage Manager
  - i) Production Manager
  - j) Labor
  - k) Video/LED Screens
  
3. With a copy of a contract, detailed invoice and/or receipts, the County will reimburse the Contractor for the following production services provided, including sales tax:
  - a) Lodging
  - b) Transportation and Fuel
  - c) Misc. Catering, Supplies, etc.
  - d) Entertainer Dressing Rooms and Restrooms
  
4. The County will contract and pay these production services directly:
  - a) Ticket sellers and ushers
  - b) Production Offices/RV/Storage
  - c) M.C.
  - d) Furniture, decorations, supplies
  - e) Security
  
5. County will pay entertainers after the show. County also agrees to pay entertainers, per agreement, should entertainers not be able to perform due to inclement weather, electrical or mechanical failure of facilities or materials provided by County, riots, epidemic, natural disasters or any other act of God, providing the entertainers are present, on-site and ready to perform.

6. The Contractor shall submit a written summation of projected costs for the above services listed in Section 2, by March 31 of each year. The projected costs provided by the Contractor must be within the Fairground's annual budget approved by the County Council. The fair grandstand entertainment budget shall be submitted to Contractor in writing by January 31 of each year.
7. County shall state its intent to charge admission to a Grandstand entertainment show when tendering an offer to an entertainer. At such time, County shall state the number of seats to be sold and price per seat. County retains all revenue from concert and fair admission charged for the show, unless mutually agreed to under separate contract with the entertainer.
8. County will receive 25% (10% of DVD/CD/Books) from gross sales of entertainer merchandise sold on the day of show, or as agreed upon with entertainer management.