

CONSULTANT: Etix, Inc.
CONTACT PERSON: Ben Wingrove
ADDRESS: 909 Aviation Blvd, Suite 900
Morisville, NC 27560
FEDERAL TAX ID NUMBER/U.B.I. NUMBER: 56-2177721
TELEPHONE/FAX NUMBER: 855-704-8976
COUNTY DEPT: Department of Conservation and Natural
Resources, Parks & Recreation Division
DEPT. CONTACT PERSON: Jana Notoa
TELEPHONE/FAX NUMBER: 360-805-6710
PROJECT: Ticketing, Evergreen State Fair Park
AMOUNT: Up to \$5,000 plus Fee per Ticket
FUND SOURCE: N/A
CONTRACT DURATION: Full execution through 12/31/2030
unless extended or renewed pursuant to
Section 2 hereof

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 Etix, Inc., a Delaware corporation registered to do business in the State of Washington (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 ticketing services and gate access systems to the Evergreen State Fair Park. The scope of services is as defined in Schedule A attached hereto and by this reference made a part hereof. This Agreement is the product of County RFP No. 26-0660JM.

The services shall be performed in accordance with the requirements of this Agreement and with generally accepted practices prevailing in the western Washington region in the occupation or industry in which the Contractor practices or operates at the time the services are performed. The Contractor shall perform the work in a timely manner and in accordance with the terms of this Agreement. Any materials or equipment used by the Contractor in connection with performing the services shall be of good quality. The Contractor represents that it is fully qualified to perform the services to be performed under this Agreement in a competent and professional manner.

The Contractor will prepare and present status reports and other information regarding performance of the Agreement as the County may request.

2. Term of Agreement; Time of Performance. This Agreement shall be effective upon full execution by the parties (the “Effective Date”) and shall terminate December 31, 2030, PROVIDED, HOWEVER, that the term of this Agreement may be extended or renewed for up to one (1) additional five (5) year term, at the sole discretion of the County, by written notice from the County to the Contractor. The Contractor shall commence work upon the Effective Date and shall complete the work required by this Agreement no later than December 31, 2030, PROVIDED, HOWEVER, that the County’s obligations after December 31, 2026, are contingent upon local legislative appropriation of necessary funds for this specific purpose in accordance with the County Charter and applicable law.

3. Compensation.

A. Services. The County will pay the Contractor 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 set forth in Section 3a above includes overhead and expenses and no separate claims for reimbursement of overhead or expenses will be allowed under this Agreement.

C. Invoices. The Contractor shall submit properly executed invoices to the County no more frequently than monthly. Each invoice shall include an itemization of the dates on which services were provided, including the number of hours and a brief description of the work performed on each such date. Each invoice shall also include an itemization of any reimbursable expenses incurred by the Contractor during the time period covered by the invoice, together with reasonable documentation substantiating such expenses, all in accordance with this Section 3 and Schedule C. Subject to Section 8 of this Agreement, the County will pay such invoices within thirty (30) calendar days of receipt.

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 SnocoEpaybles@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 ☒

F. Contract Maximum. Total charges under this Agreement, all fees and expenses included, shall not exceed \$5,000 plus fees per ticket for the initial term of this Agreement (excluding extensions or renewals, if any).

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 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 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.

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. 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 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: Jana Notoa
Title: Administration Analyst
Department: DCNR, Parks & Recreation Division
Telephone: 360-805-6710
Email: <jana.notoa@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 subcontract, assign, or delegate any of the rights, duties or obligations covered by this Agreement without prior express written consent of the County. Any attempt by the Contractor to subcontract, assign, or delegate any portion of the Contractor's obligations under 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.

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. To the maximum extent permitted by law and except to the extent caused by the sole negligence of the County and, if any funds for this Agreement are provided by the State, the Contractor shall indemnify and hold harmless the County and the State, their officers, officials, agents and employees, from and against any and all suits, claims, actions, losses, costs, penalties and damages of whatsoever kind or nature arising out of, in connection with, or incidental to the services and/or deliverables provided by or on behalf of the Contractor.

In addition, the Contractor shall assume the defense of the County and, if applicable, the State and their officers and employees in all legal or claim proceedings arising out of, in connection with, or incidental to such services and/or deliverables and shall pay all defense expenses, including reasonable attorneys' fees, expert fees and costs incurred by the County and, if applicable, the State, on account of such litigation or claims.

The above indemnification obligations shall include, but are not limited to, all claims against the County and, if applicable, the State by an employee or former employee of the Contractor or its subcontractors, and the Contractor, by mutual negotiation, expressly waives all immunity and limitation on liability, as respects only the County and, if applicable, the State, 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 the County or, if applicable, the State incurs any judgment, award and/or cost including attorneys' fees arising from the provisions of this section, or to enforce the provisions of this section, any such judgment, award, fees, expenses, and costs shall be recoverable from the Contractor.

In addition to injuries to persons and damage to property, the term "claims", for purposes of this provision, shall include, but not be limited to, assertions that the use or transfer of any software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in an unfair trade practice.

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, except that Professional Liability, Errors, and Omissions coverage, if applicable, may be written on a "claims made" basis. If coverage is approved and purchased on a "claims made" basis, the Contractor warrants continuation of coverage, either through policy renewals or the purchase of an extended discovery period, if such extended coverage is available, for not less than three (3) years from the date of completion of the work which is the subject of this Agreement.

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 at least as broad as, and with limits no less than:

i. General Liability: \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage, and for those policies with aggregate limits, a \$2,000,000.00 aggregate limit. CG 00 01 current edition, including Products and Completed Operations;

ii. Personal Injury/Advertiser's Liability:

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: \$1,000,000.00;

v. Crime Fidelity, theft, disappearance, destruction liability, and employee dishonesty: \$1,000,000.00;

vi. Cyber Liability: \$3,000,000 per claim; and

vii. Tech E&O (if separate from Cyber Liability): \$1,000,000 each occurrence and \$2,000,000 aggregate.

D. Other Insurance Provisions and Requirements. The insurance coverages 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 covered 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 as respects the County, its officers, officials, employees, and agents. Additional Insured Endorsement shall be included with the certificate of insurance, "CG 2026 07/04" or its equivalent is required.

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, and approved by, the County. The deductible and/or self-insured retention of the policies shall not limit or apply to the Contractor's liability to the County and 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. Professional Liability, Errors and Omissions insurance coverage, if applicable, may be placed with insurers with a Best's rating of B+:VII. Any exception must be approved by the County.

Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits until after forty-five (45) calendar days' prior written notice has been given to the County.

If at any time any of the foregoing policies fail to meet minimum requirements, the Contractor shall, upon notice to that effect from the County, promptly obtain a new policy, and shall submit the same to the County, with the appropriate certificates and endorsements, for approval.

E. Subcontractors. The Contractor shall include all subcontractors as insureds under its policies, or shall furnish separate certificates of insurance and policy endorsements for each subcontractor. **Insurance coverages provided by subcontractors instead of the Contractor as evidence of compliance with the insurance requirements of this Agreement shall be subject to all of the requirements stated herein.**

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. If either party is unable to perform any of its obligations under this Agreement as a direct result of an unforeseeable 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, labor shortage or dispute (despite due diligence in obtaining the same), or governmental restriction imposed subsequent to execution of the Agreement (collectively, a "force majeure event"), the time for performance shall be extended by the number

of days directly attributable to the force majeure event. Both parties agree to use their best efforts to minimize the effects of such failures or delays.

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 ten (10) 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. The County may terminate this Agreement upon five (5) business days' written notice to the Contractor for any reason other than stated in subparagraph b above, in which case payment shall be made in accordance with Sections 3 and 8 hereof for the services and corresponding reimbursable expenses, if any, reasonably and directly incurred by the Contractor in performing this Agreement prior to receipt of the termination notice.

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. At its sole option, the County may deduct from the final payment due the Contractor (i) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (ii) any other setoffs or credits including, but not limited to, the costs to the County of selecting and compensating another contractor to complete the work of the 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 Department of Conservation & Natural Resources, Parks & Recreation Division Fairgrounds
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14405 179th St SE
Monroe, Washington 98272
Attention: Jana Notoa

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

If to the Contractor: Etix, Inc.
909 Aviation Blvd, Suite 900
Morrisville, NC 27560
Attention: Ben Wingrove

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. To the extent of any inconsistency between the RFP and the Contractor's response, the RFP shall govern.

26. Conflicts between Attachments and Text. Should any conflicts exist between any attached exhibit or schedule and the text or main body of this Agreement, the text or main body of this Agreement shall prevail.

27. 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.

28. 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.

29. 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.

30. Authority. Each signatory to this Agreement represents that he or she 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.

31. Survival. Those provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive.

32. 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:

County Executive Date

Approved as to insurance
and indemnification provisions:

Risk Management Date

Approved as to form only:

Deputy Prosecuting Attorney Date

ETIX, INC.:

Ben Wingrove, President of Revenue
Benjamin Wingrove Date 05/08/2026

Approved as to form only:

Legal Counsel to the Contractor Date

Schedule A

Scope of Services

The Contractor will provide ticket sales services on behalf of the County for all Attractions occurring at the Evergreen State Fair Park. For purposes of this Agreement, “Attraction” shall mean the theatrical production, sporting events, permanent or temporary exhibit or other entertainment features produced or presented, in whole or in part, by or on behalf of the County at the Evergreen State Fairgrounds for which tickets are sold. “Annual Evergreen State Fair” or “Fair Time” will refer to the following estimated dates, which include one day before and one day after the annual Evergreen State Fair:

August 27 - September 7, 2026
August 26 - September 6, 2027
August 24 - September 4, 2028
August 23 - September 3, 2029
August 22 - September 2, 2030

A. The Contractor’s ticket sales services will include the following:

1. Point of Sale Services. The Contractor will provide a point of sale system to the County.
 - a. Each point of sale system (a “POS System”) will include the following components: (i) One (1) laptop or similar device for use year round at the Evergreen State Fair Park plus; (ii) One (1) Boca Thermal ticket printer or similar device; (iii) One (1) tap to pay or chip reading card termination with EMV capability; and (iv) All electrical cords and connections needed to operate the point of sale system.
 - b. Contractor will provide the County with one (1) POS System for year round use at the Evergreen State Fair Park.
 - c. Contractor will provide the County with two (2) additional POS Systems from May 1 to the Tuesday after Labor Day each year.
 - d. Contractor will provide the County with twenty-one (21) additional POS Systems during Fair Time each year.
 - e. Contractor will provide all ticket stock in quantities of 1000.
 - f. Contractor is solely responsible for the delivery, installation, setup, testing, and removal of all POS Systems.
 - g. Contractor will provide on-site technical support during Fair Time from approximately 7:00 a.m. to 10:00 p.m. each day. The rest of the year, the Contractor will provide technical support by phone.

The point of sale system must function with a low error rate. The point of sale system must work any internet connection (wifi or hard wired). The point of sale system must be user friendly and easily operated by limited technology seasonal County staff.

2. Credentials. From May 1 to the Tuesday after Labor Day each year, the Contractor will provide two (2) credential printers along with card stock,

credential stock, ribbon, roller replacements, and all electrical cords and connections needed to operate the credential printers to produce up to 1000 credentials. The County will be responsible for providing credential stock and ink for any credential printing beyond 1000 credentials.

Contractor will provide technical support by phone.

3. Scanners. The Contractor will provide to the County wireless access control scanning devices with chargers (a "Scanner") with the ability to read barcoded badges, point of sale tickets and e-tickets. Contractor will provide on-site technical support during Fair Time from approximately 7:00 a.m. to 10:00 p.m. each day. The rest of the year, the Contractor will provide technical support by phone.
 - a. Contractor will provide the County with two (2) Scanners for year round use at the Evergreen State Fair Park.
 - b. Contractor will provide the County with thirty-five (35) Scanners from Two days prior to the beginning of Fair to the Tuesday after Labor Day each year.
4. E-Tickets. The Contractor will provide a web-based e-ticketing system (the "E-Ticket System") accessible online year round. The County will link to the E-Ticket System on its Evergreen State Fair Park web page.
5. Phone Sales. The Contractor will provide phone sales of tickets on behalf of the County throughout the year for delivery by the Contractor to the purchaser by U.S. first class mail or two-day express delivery at the option of the ticket purchaser.

B. The Contractor will have exclusive authority to sell, on behalf of the County, all tickets for all Attractions at the Evergreen State Fair Park. No third party ticketing companies or brokers are authorized to sell any portion of the Ticket inventory for any Attraction, PROVIDED, HOWEVER, that the County may offer Tickets for sale at outlet locations from time to time, and that the Contractor shall be compensated as provided in Schedule B. The Contractor does not guarantee that any minimum or fixed number of tickets will be sold.

C. In delivering services outlined herein, the Contractor will:

1. Maintain PCI compliance as documented by a PCI compliance report or certificate produced by an external auditor specializing in PCI compliance;
2. Ensure all credit card readers have current EMV chip technology;
3. Ensure that no credit card information will be stored or transmitted over the County's networks;
4. Provide pre-transaction and post- transaction ticketing processing in order to prevent fraud; and
5. Maintain a business continuity plan and resources in case of network failure for the POS Systems (i.e. battery backup) and/or internet, including wifi issues and equipment failure. All issues must be resolved within thirty (30) minutes of discovery during Fair Time.

D. The Contractor will provide marketing opportunities available for print-at-home

tickets by reserving space on the 8 ½" x 11" print-at-home ticket template that can be used by the County for promotional opportunities.

- E. The Contractor will maintain records in accordance with Section 10 of the Agreement, including real-time reporting capabilities for revenue, tickets sales, and attendance.

Schedule B

Compensation

Except whereas otherwise stated herein, the Contractor will receive compensation for the services provided under this Agreement through fees charged to ticket purchasers as follows:

- A. For sales made online through the E-Ticket System or over the phone, the Contractor will collect from ticket purchasers a convenience fee in accordance with the following schedule:
1. Gate tickets: regular priced admission: \$1.00/ticket; child/denior: \$0.50/ticket;
 2. Rodeo tickets: 10% of the ticket price;
 3. Ride tickets/wristbands: \$1.00/ticket book or wristband;
 4. Concert, grandstand and special event tickets: 15% of the ticket price, not to exceed a cap of \$4.75/ticket in 2026, \$5.00/ticket in 2027 and 2028, \$5.25/ticket in 2029 and \$5.50/ticket in 2030;
 5. In addition to the above applicable fees, for ticket purchases made by phone the Contractor may collect an additional \$5.00 convenience fee per phone order.
 6. In addition to the above applicable fees, for ticket delivery by mail the Contractor may collect an additional \$5.00 convenience fee per mail delivery.

The County will pay any bank charges associated with POS System and E-Ticket System sales processed through the County's merchant account. The Contractor will invoice the County monthly for any convenience fees collected by the County and owed to the Contractor

- B. The Contractor will receive no compensation or convenience fee for sales made by the County (through the POS System or otherwise). The County is responsible for any bank charges associated with such sales.
- C. For credit card transactions processed by the Contractor, the Contractor shall utilize the County's merchant account. The County will be responsible for all merchant processing fees associated with the use of its merchant account.
- D. The Contractor will adhere to the County's refund policy as may be amended. In addition, in the event of any cancellation of an Attraction, the Contractor agrees to issue refunds for tickets purchased through the Contractor (less Contractor's convenience fees) for a period of 30 days after Contractor is notified of such cancellation. Upon the expiration of said 30-day period, the Contractor will remit to the County any unrefunded ticket amounts for the cancelled Attraction (less Contractor's convenience fees), and the County shall thereafter be solely responsible for making any further refunds. The County shall indemnify and hold the Contractor harmless from any loss, liability, cost or expense arising from refund claims made after the expiration of said 30-day period.
- E. The Contractor will provide, including delivery, all ticket stock and credential

stock at no cost to the County, PROVIDED, HOWEVER, the Contractor may charge for customization of ticket stock or credential stock as may be agreed upon by the parties.

- F. The Contractor will provide the County phone/email support, maintenance, and initial set up each year free of charge. The Contractor will cover all costs and expenses for travel associated with technical support.
- G. The Contractor will co-brand the County's website at no additional charge. The Contractor will invoice the County \$50 for any subsequent co-branding or changes to the initial co-brand.
- H. The Contractor offers the following additional services as the sole option of the County, the scope and cost of which will be agreed upon by the parties by a separate addendum to this Agreement, such cost not to exceed \$5,000 or below detailed per ticket fee:

Additional Service Offered	Period	Rate (USD)
Event Discovery Network which provides events to surface across multiple partner platforms increasing visibility and ticket sales (can be cut on/off anytime at the County's discretion)	Single Instance	\$.15/ticket added to online fee for Grandstand events only
3D Secure Fraud Protection which provides another layer of fraud protection by sending transaction details to the issuing bank of the customer card holder which then may require additional digital approval by the customer	Single Instance	\$.10/order added to online fee
SchedulePop staff scheduling and communications system for managing large staff schedules (creating and distributing schedules digitally)	Annual	Optional \$3000/year or add \$.20/ticket to grandstand event online ticket fee.
SchedulePop Punch/attendance on Demand time and attendance system a digital timecard punch system which may make payroll easier	Monthly	Optional: \$4.50/Per Employee Per Month
Optional Ticket Insurance Revenue share: \$.50/policy for customers opting in for additional insurance to cover the cost of tickets purchased that cannot be used or refunded	Single Instance	Optional: Revenue share \$.50/policy
Marketing Services Package provided by the Etix RockHouse Digital Marketing Department: one (1) custom website for	Annually	NO CHARGE; County will cover the cost of any ad

Fair, one (1) mobile app for Fair, email campaign management and creation through Hive (Contractor to cover licensing costs for Hive Email Marketing), contesting, advertising pixel placement, Google Analytics ecommerce integration with Contractor, cross-domain tracking set-up with your organization's website, one (1) custom reporting dashboard and paid digital advertising services and management.		spend
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