



Snohomish County

DCNR Department
Parks/Fair Division

14405 179th Ave SE
Monroe, WA 98272
(360) 805-6700
www.snoco.org

Dave Somers
County Executive

June 12, 2025

Fran Romeo
Neste Event Marketing, LLC
410 Chestnut Street
Nashville, TN 37203

Subject: Agreement for Contract Re-assignment

Dear Ms. Romeo,

This **Letter of Agreement for Contract Re-assignment** (the "Assignment") is made and entered into this 12th day of June, 2025, by and among:

1. **Neste Event Marketing, LLC**, with its principal address at 410 Chestnut St, Nashville TN 37203 ("Assignor"),
2. **Fran Romeo Agency**, with its principal address at 201 Harbor Dr, Old Hickory TN 37138 ("Assignee"), and
3. **Snohomish County Evergreen State Fair**, with its principal address at 14405 179th Ave SE, Monroe WA 98272 ("Counterparty").

Background

WHEREAS, Assignor entered into a contract with Counterparty dated July 21, 2023, titled Agreement For Professional Services ("Contract"), Project: Grandstand Entertainment Consultant; and

WHEREAS, Assignor wishes to assign all of its rights, responsibilities, and obligations under the Contract to Assignee; and

WHEREAS, Counterparty agrees to such assignment and to release Assignor from any further obligations under the Contract upon the effective date of this re-assignment;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the parties agree as follows:

1. Assignment

Assignor hereby assigns, transfers, and conveys all of its rights, duties, and obligations under the Contract to Assignee, effective as of June 12, 2025.

2. Acceptance

Assignee hereby accepts the assignment of the Contract and agrees to be bound by all terms and conditions of the Contract as if it were the original party thereto.

3. Consent

Counterparty and Assignor each hereby consent to the assignment described herein effective as of the Effective Date.

4. Indemnification and Release

(a) Indemnification by Assignee. Assignee shall indemnify, defend, and hold harmless Neste Event Marketing, LLC, Live Nation Worldwide, Inc., Live Nation Entertainment, Inc., and their respective parents, subsidiaries, divisions, and affiliates, and each of their respective officers, directors, members, and employees (collectively, the "Assignor Parties"), from and against any and all third-party claims, demands, suits, causes of action, judgments, damages, costs, expenses, and liabilities (including reasonable outside attorneys' fees and court costs) and including, without limitation, any claims for bodily injury, death, or property damage (collectively, "Claims") asserted against any of the Assignor Parties and caused by or arising out of any one or more of the following: (i) Assignee's breach of, or failure to comply with, any material obligation, covenant, representation, or warranty of Assignee, contained in the Contract; (ii) failure by Assignee or their employees, agents or contractors to comply with any applicable federal, state, or local laws, ordinances, or regulations in connection with the Contract; or (iii) the acts or omissions of Assignee or their employees, agents, or contractors in connection with the performance of the Contract. The foregoing indemnification obligation shall survive any termination or the expiration of the term of the Contract.

(b) Indemnification by Counterparty. Counterparty shall indemnify, defend, and hold harmless the Assignor Parties (as defined above), from and against any and all Claims (as defined above) asserted against any of the Assignor Parties and caused by or arising out of any one or more of the following: (i) Counterparty's breach of, or failure to comply with, any material obligation, covenant, representation, or warranty of Counterparty, contained in the Contract; (ii) failure by Counterparty or their employees, agents or contractors to comply with any applicable federal, state, or local laws, ordinances, or regulations in connection with the Contract; or (iii) the acts or omissions of Counterparty or their employees, agents, or contractors in connection with the performance of the Contract. The foregoing indemnification obligation shall survive any termination or the expiration of the term of the Contract.

(c) Release by Counterparty. As between the parties, the Assignor Parties (as defined above) shall be fully and unconditionally released and discharged by Counterparty from its responsibilities, duties and obligations arising from or related to the Contract and/or any acts, omissions or performance by Counterparty in connection therewith. Except as to claims by third parties, this release shall fully and finally settle all demands, charges, claims, accounts, or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that arose out of or in connection with the Contract, and it constitutes a release with respect thereto. The parties each expressly waive the provisions of California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

The release of liability contained in this paragraph shall not preclude a party from exercising any discovery rights it has against the other party in connection with any civil litigation or arbitration proceedings involving any third party.

(d) Release by Assignee. As between the parties, the Assignor Parties (as defined above) shall be fully and unconditionally released and discharged by Assignee from its responsibilities, duties and obligations arising from or related to the Contract and/or any acts, omissions or performance by Assignee in connection therewith. This release shall fully and finally settle all demands, charges, claims, accounts, or causes of action of any nature, including, without limitation, both known and unknown claims and causes of action that arose out of or in connection with the Contract, and it constitutes a release with respect thereto. The parties each expressly waive the provisions of California Civil Code Section 1542, which provides:

“A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.”

The release of liability contained in this paragraph shall not preclude a party from exercising any discovery rights it has against the other party in connection with any civil litigation or arbitration proceedings involving any third party.

5. Warranties

Assignor and Counterparty each represent and warrant that the Contract is in full force and effect, and that there are no existing breaches or defaults by any party.

6. Miscellaneous

All other terms and conditions of the Contract shall remain in full force and effect except as modified by this Assignment. The Contract, as modified by this Assignment, constitutes the entire agreement among the parties with respect to the subject matter herein and supersedes all prior discussions or agreements. This Assignment may be executed in counterparts and electronically.

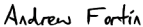
IN WITNESS WHEREOF, the parties have executed this Letter of Agreement for Contract Re-assignment as of the date first written above.

Assignor: Neste Event Marketing LLC

Name: Andrew Fortin

Title: President

Date: June 16, 2025


Signature: 

Assignee: Fran Romeo Agency

Name: Fran Romeo

Title: Owner

Date: June 13, 2025

Signature: 

Counterparty: Snohomish County (Evergreen State Fair)

Name: Ken Klein

Title: Executive Director

Date:

Signature:
