

## AGREEMENT

Between Pacific County Fair and Larry Meilke

**THIS AGREEMENT** is made by and between Larry Meilke ("DEMONSTRATOR") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR",

**THIS AGREEMENT** provides for the DEMONSTRATOR to perform various cattle sorting demonstrations on horseback in the "Horse Arena" at the 2012 Pacific County Fair on the date and time specified. Friday, August 24, 2012                      2:00 pm

**IT IS AGREED** the DEMONSTRATOR will arrive sixty (60) minutes prior to the start of cattle sorting demonstration and work with Pacific County Fair Horse Department Volunteers to set up portable fencing and unload cattle to be used for the demonstration.

**IT IS FURTHER AGREED** that the FAIR will pay \$10.00 per head of cattle for the use of 30 head of cattle to be procured and hauled by DEMONSTRATOR and Pacific County Horse Department Volunteers. A total of \$300.00 (three hundred) dollars will be paid to the DEMONSTRATOR at the conclusion of the last cattle sorting demonstration. Demonstrator and Horse Department Volunteers will remove the sorting cattle from the fairgrounds at the conclusion of cattle sorting demonstration. DEMONSTRATOR'S performance time and talent to be donated, at no charge to Pacific County Fair.

**IT IS HEREBY FURTHER AGREED** In accepting this AGREEMENT, the DEMONSTRATOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the DEMONSTRATOR, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the DEMONSTRATOR, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The DEMONSTRATOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The DEMONSTRATOR agrees that its liability insurance shall be primary to the COUNTY's and that the DEMONSTRATOR's liability insurance policy shall so state. The DEMONSTRATOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

The laws of the State of Washington shall govern the agreement and the parties stipulate that any lawsuit regarding this agreement must be brought in Pacific county, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this agreement.

**THIS AGREEMENT** may be terminated by the COUNTY, if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents In obtaining this agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the DEMONSTRATOR that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this agreement.

DEMONSTRATOR agrees that DEMONSTRATOR will perform services under this agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that DEMONSTRATOR is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control DEMONSTRATOR's own activities in providing services in providing services in accordance with the specifications set out in this agreement. COUNTY shall only have the right to ensure performance. DEMONSTRATOR agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

**THIS AGREEMENT** may not be modified orally and modification must be accomplished with the same formalities as are required for the execution of this agreement.

Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board, Pacific County Board of Commissioners  
PO Box 187, South Bend, WA 98586-0187  
360-875-9337

For the DEMONSTRATOR: Larry Meilke  
26 Abbott Road, Elma, WA 98541  
360-581-2460



## **AGREEMENT**

Between Pacific County Fair

and Marvin Pierce

**THIS AGREEMENT** is made by and between Marvin Pierce ("DEMONSTRATOR") and PACIFIC COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "COUNTY", operator of the annual Pacific County Fair, hereinafter referred to as "FAIR",

**THIS AGREEMENT** provides for the DEMONSTRATOR to perform various cattle sorting demonstrations with his working cattle dogs in the "Horse Arena" at the 2012 Pacific County Fair on the date and time specified.                      Saturday, August 25, 2012                      2:00 pm

**IT IS AGREED** the DEMONSTRATOR will arrive sixty (60) minutes prior to the start of cattle sorting demonstration and work with Pacific County Fair Horse Department Volunteers to set up portable fencing and unload cattle to be used for the demonstration.

**IT IS FURTHER AGREED** DEMONSTRATOR is a guest of the Pacific County Fair Horse Department Volunteers and there will be no charge to Pacific County Fair. DEMONSTRATOR will also provide cattle for sorting demonstration and have health papers for livestock in accordance with Washington State Veterinary Policy.

**IT IS HEREBY FURTHER AGREED** In accepting this AGREEMENT, the DEMONSTRATOR, including its successors and assigns, does hereby covenant and agree to indemnify and protect and hold harmless the COUNTY and its officers and employees from all claims, actions, or damages of every kind and description which may accrue to or be suffered by any person, partnership, corporation, or other entity of any kind that arise in whole or in part from intentional tort(s), or negligent act(s), or omission(s), or strict liability of the DEMONSTRATOR, or its employees, agents, successors, or assigns. If the above sentence applies and any suit or action is brought against the COUNTY, its officers, its employees, or any combination thereof, the DEMONSTRATOR, including its successors or assigns, shall defend the suit or action at its or their sole cost and expense and shall fully satisfy any judgment that is rendered against the COUNTY, its officers, its employees, or any combination thereof.

The DEMONSTRATOR shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The DEMONSTRATOR agrees that its liability insurance shall be primary to the COUNTY's and that the DEMONSTRATOR's liability insurance policy shall so state. The DEMONSTRATOR shall be responsible at its own expense to provide any and all employment insurance coverage, including but not limited to unemployment insurance, worker's compensation insurance, etc. for any and all of its employees as might apply.

The laws of the State of Washington shall govern the agreement and the parties stipulate that any lawsuit regarding this agreement must be brought in Pacific county, Washington.

The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit, and or proceeding against the other party by reason of any breach of this agreement.

**THIS AGREEMENT** may be terminated by the COUNTY, if:

(a) In the judgment of the COUNTY, it is unable to present an agricultural fair on the dates specified in this agreement.

(b) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents In obtaining this agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a COUNTY officer or employee and the DEMONSTRATOR that is not first disclosed and approved by the COUNTY in public meeting.

(c) Termination by the COUNTY as otherwise provided for in this agreement.

DEMONSTRATOR agrees that DEMONSTRATOR will perform services under this agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that DEMONSTRATOR is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control DEMONSTRATOR's own activities in providing services in providing services in accordance with the specifications set out in this agreement. COUNTY shall only have the right to ensure performance. DEMONSTRATOR agrees that it shall not in any manner represent itself or permit itself to be represented to the public as an agent of the COUNTY.

**THIS AGREEMENT** may not be modified orally and modification must be accomplished with the same formalities as are required for the execution of this agreement. Should the need arise during the term of this AGREEMENT for either party to notify the other for a change in address or otherwise, the following contacts shall be used:

For the COUNTY: Clerk of the Board, Pacific County Board of Commissioners  
PO Box 187, South Bend, WA 98586-0187 360-875-9337

For the DEMONSTRATOR: Marvin Pierce  
PO Box 911, Newburg, OR 97312 503-628-6049

