AGREEMENT
BETWEEN PACIFIC COUNTY FAIR
AND
CODY RAY AND THE NEW FAVORITES

THIS AGREEMENT is made by and between **CODY RAY AND THE NEW FAVORITES** ("Entertainer") 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 ENTERTAINER to perform one (1) 90-minute show on the Main Stage at the 2016 Pacific County Fair on the date and time specified:

SATURDAY, AUGUST 27, 2016 AT 4 PM

IT IS AGREED that the ENTERTAINER will arrive sixty (30) minutes prior to the start of each show and will provide its own sound system.

IT IS FURTHER AGREED that the FAIR will pay $500 (FIVE HUNDRED AND NO/100 DOLLARS) for one (1) show, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED that in accepting this AGREEMENT, the ENTERTAINER, 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 ENTERTAINER, 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 ENTERTAINER, 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 ENTERTAINER shall maintain, and upon request of the COUNTY, provide proof of occurrence based general business professional liability insurance in the amount of $500,000 or greater per occurrence or $1,000,000 aggregate for the term of this AGREEMENT. The ENTERTAINER must name the COUNTY as an additional insured. <u>The ENTERTAINER agrees that its liability insurance shall be primary and non-contributory to the COUNTY'S and that ENTERTAINER'S liability insurance policy shall so state.</u> The ENTERTAINER 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 ENTERTAINER 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.

ENTERTAINER agrees that ENTERTAINER will perform services under this Agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINER'S own activities in providing services in accordance with the specifications set out in this Agreement. COUNTY shall only have the right to ensure performance. ENTERTAINER 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 modifications 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:

Pacific County Fair
PO Box 142
Menlo, WA 98561
360-875-9300 Ext 2288 or 360-942-7455

For ENTERTAINMENT:

Cody Ray and the New Favorites
2400 NE Red Sunset Dr, Apt #108
Gresham, OR 97030

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act as governed by RCW 42.56

IN WITNESS WHEREOF, representatives of both the COUNTY and the ENTERTAINER executed this AGREEMENT on the date(s) so noted below.

CODY RAY AND THE NEW FAVORITES

_____

By: Cody Ray Date

PACIFIC COUNTY FAIR

_____

By: Dotsi Graves, Fair Manager Date

PACIFIC COUNTY
BOARD OF COMMISSIONERS

_____

Frank Wolfe, Chair

_____

Lisa Ayers, Commissioner

_____

Steve Rogers, Commissioner

ATTEST:

_____

Marie Guernsey, Clerk of the Board