

PACIFIC COUNTY FAIR AGREEMENT MENLO, WASHINGTON

THIS AGREEMENT is made and entered into this date by and between 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" and the Willapa Harbor Chamber of Commerce, hereinafter referred to as the "WHCOC".

The WHCOC agrees to have their "Oyster Van" on-site during the BMW Motorcycle Rally Event to provide and sell oysters on Friday, July 20, 2012 through Saturday, July 21, 2012.

The WHCOC agrees to the following:

- 1) Obtain all required permits from the Department of Community Development; they can be contacted at 360/875.9356
- 2) Keep area around van free of debris and hazards
- 3) All garbage will be placed in agreed upon receptacles and area cleaned at the end of the event
- 4) Provide a copy of Certificate of Insurance two weeks prior to the event

The FAIR agrees to the following:

- 1) Allow access to the fairgrounds at 9:00am on Friday, July 20, 2012
- 2) Provide all electrical and plumbing as needed
- 3) Responsible for opening and closing of the fairgrounds
- 4) Service restrooms as needed
- 5) Waive 10% of the gross sales from this event as per Pacific County Resolution #2012-006

INDEMNIFICATION

In accepting this Agreement, the WHCOC, including its successors and assigns, does hereby covenant and agree to indemnify and protect and save 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 WHCOC 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 WHCOC, including its successors or assigns, shall defend the suit or action at his or her 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.

INSURANCE

The WHCOC 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 and \$1,000,000 aggregate for the term of this CONTRACT. The WHCOC agrees that its liability insurance shall be primary to the COUNTY's and that WHCOC's liability insurance policy shall so state. The WHCOC 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.

Dated this _____ day of _____, 2012.

PACIFIC COUNTY
BOARD OF COMMISSIONERS

WILLAPA HARBOR CHAMBER OF
COMMERCE
P O Box 1249
South Bend, WA 98586

Lisa Ayers, Chair

Darlene Jungar

Date

Norman B. Cuffel, Commissioner

APPROVED AS TO FORM:

Vacant

Commissioner

David Burke, Prosecuting Attorney

ATTEST:

Clerk of the Board

Date