

AGREEMENT

Between Pacific County Fair

and

Steve Brown

THIS AGREEMENT is made by and between Steve Brown ("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) 60 minute show on the "New Portable Stage" at the 2012 Pacific County Fair on the dates and times specified.

Friday, August 24, 2012 7:00 pm

IT IS AGREED the ENTERTAINER will arrive sixty (60) minutes prior to the start of the show and will provide his own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$400.00 (four hundred) dollars per show for a total of \$400.00 (four hundred) dollars, to be paid at the conclusion of the performance.

IT IS HEREBY FURTHER AGREED 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 \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The ENTERTAINER agrees that its liability insurance shall be primary to the COUNTY's and that the ENTERTAINER's liability insurance policy shall so state. 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 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 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 ENTERTAINMENT: Steve Brown

516 Myrtle St, Aberdeen, WA 98520

360-942-7315

AGREEMENT

Between Pacific County Fair and

Stormy the Clown and Professor Buzzy/Gayle and David Lindeblom

THIS AGREEMENT is made by and between Stormy the Clown and Professor Buzzy/Gayle and David Lindeblom ("ENTERTAINERS") 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 ENTERTAINERS to perform their "walk-Around" show at the 2012 Pacific County Fair from 1:00pm through 3:00pm and 4:00pm through 6:00pm on the dates specified. Thursday, August 23, 2012 Friday, August 24, 2012 Saturday, August 24, 2012

IT IS AGREED the ENTERTAINERS will arrive sixty (60) minutes prior to the start of each show and will provide their own props, gadgets, balloons, etc.

IT IS FURTHER AGREED that the FAIR will pay \$400.00 (four hundred) dollars per day for a total of \$1200.00 (twelve hundred) dollars, to be paid at the conclusion of the last performance. The FAIR will provide a space at no charge to set up a tent provided by ENTERTAINERS to use for a changing area and prop storage.

IT IS HEREBY FURTHER AGREED In accepting this AGREEMENT, the ENTERTAINERS, including their 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 ENTERTAINERS, or their 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 ENTERTAINERS, including their 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 ENTERTAINERS 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 ENTERTAINERS agree that their liability insurance shall be primary to the COUNTY's and that the ENTERTAINERS' liability insurance policy shall so state. The ENTERTAINERS shall be responsible at their 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 their 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 ENTERTAINERS 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.

ENTERTAINERS agree that ENTERTAINERS will perform services under this agreement as independent contractors and not as an agent, employee, or servant of COUNTY. The parties agree that ENTERTAINERS are not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINERS' 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. ENTERTAINERS agree that they shall not in any manner represent themselves or permit themselves 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 ENTERTAINMENT: Stormy the Clown and Professor Buzzy/Gayle and David Lindeblom
4403 22nd Ave SE, Olympia, WA 98503
360-491-3590

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

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

GAYLE and DAVID LINDEBLOM

BOARD OF COUNTY COMMISSIONERS

PACIFIC COUNTY, WASHINGTON

Gayle Lindeblom and David Lindeblom Date

Lisa Ayers, Chairman

APPROVED AS TO FORM:

Norman "Bud" Cuffel, Commissioner

David Burke Date

Beverly Olson, Interim Commissioner

Pacific County Prosecuting Attorney

SS# _____ SS# _____

ATTEST:

UBI # _____

TAX ID # _____

Clerk of the Board

Date

AGREEMENT

Between Pacific County Fair and

Loren Schulte and Michael Propsom

THIS AGREEMENT is made by and between Loren Schulte and Michael Propsom ("ENTERTAINERS") 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 ENTERTAINERS to demonstrate to the public the "art" of acoustical guitar building on Wednesday August 22, 2012 in the "Art Building" at the 2012 Pacific County Fair. After demonstrating the "art" of acoustical guitar building the ENTERTAINERS will perform with acoustical guitar. There will be at least 2 demonstrations and 2 performances during the course of the day. Each Demonstration/Performance should last 40-60 minutes. The ENTERTAINERS will be allowed to leave the fairgrounds after the final performance on Wednesday evening August 22, 2012.

IT IS AGREED the ENTERTAINERS will arrive at the fairgrounds and set up and be ready for the public by 10:00 am on Wednesday, August 22, 2012. **IT IS FURTHER AGREED** that the FAIR will pay \$200.00 (two hundred) dollars each for 2 demonstration/performances for a total of \$400.00 (four hundred) dollars, to be paid at the conclusion of the last performance. The FAIR will provide tables, and chairs necessary for demonstration purposes.

IT IS HEREBY FURTHER AGREED In accepting this AGREEMENT, the ENTERTAINERS, including their successors and assigns, do 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 ENTERTAINERS, or their 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 ENTERTAINERS, including their 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 ENTERTAINERS 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 ENTERTAINERS agree that their liability insurance shall be primary to the COUNTY's and that the ENTERTAINER's liability insurance policy shall so state. The ENTERTAINERS shall be responsible at their 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 their 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 ENTERTAINERS 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.

ENTERTAINERS agree that ENTERTAINERS will perform services under this agreement as independent contractors and not as agents, employees, or servants of COUNTY. The parties agree that ENTERTAINERS are not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control ENTERTAINERS' 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. ENTERTAINERS agree that they shall not in any manner represent themselves or permit themselves to be represented to the public as agents 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 ENTERTAINMENT: Loren Schulte, 253300 NE 133rd Ct., Battleground, WA 98694 360-666-0728

Michael Propsom, 206 E. 29th St., Vancouver, WA 98663 360-694-9786

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

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

LOREN SCHULTE

BOARD OF COUNTY COMMISSIONERS

MICHAEL PROPSOM

PACIFIC COUNTY, WASHINGTON

Loren Schulte and Michael Propsom Date

Lisa Ayers, Chairman

APPROVED AS TO FORM:

Norman "Bud" Cuffel, Commissioner

David Burke Date

Beverly Olson, Interim Commissioner

Pacific County Prosecuting Attorney

SS# _____ SS# _____

ATTEST:

UBI # _____

TAX ID # _____

Clerk of the Board

Date

AGREEMENT

Between Pacific County Fair

and

3 Chord Country/Carol Stibbie

THIS AGREEMENT is made by and between 3 Chord Country/Carol Stibbie ("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 two (2) 60 minute shows on the "Mini Stage" at the 2012 Pacific County Fair on the dates and times specified.

Friday, August 24, 2012	2:00 pm	Saturday, August 25, 2012	2:00 pm
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IT IS AGREED the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide his own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$150.00 (one hundred fifty) dollars per show for a total of \$300.00 (three hundred) dollars, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED 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 \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The ENTERTAINER agrees that its liability insurance shall be primary to the COUNTY's and that the ENTERTAINER's liability insurance policy shall so state. 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 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 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 ENTERTAINMENT: Carol Stibbie
PO Box 461, Tokeland, WA 98590
360-267-0891

AGREEMENT

Between Pacific County Fair

and

Don Fowler

THIS AGREEMENT is made by and between Don Fowler (“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 two (2) 60 minute shows on the “Mini Stage” at the 2012 Pacific County Fair on the dates and times specified.

Wednesday, August 22, 2012 3:00 pm Thursday, August 23, 2012 7:00 pm

IT IS AGREED the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide his own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$100.00 (one hundred) dollars per show for a total of \$200.00 (two hundred) dollars, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED 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 \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The ENTERTAINER agrees that its liability insurance shall be primary to the COUNTY’s and that the ENTERTAINER’s liability insurance policy shall so state. 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 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 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,
Board of Pacific County Commissioners
PO Box 187
South Bend, WA 98586-0187
360-875-9337

For the ENTERTAINMENT: Don Fowler
219 E. Curtis Street
Aberdeen, WA 98520
360-533-8381

IT IS FURTHER UNDERSTOOD by the ENTERTAINER this AGREEMENT is subject to the Public Records Act 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.

DON FOWLER

**BOARD OF COUNTY COMMISSIONERS
PACIFIC COUNTY, WASHINGTON**

Don Fowler Date

Lisa Ayers, Chair

APPROVED AS TO FORM:

Norman "Bud" Cuffel, Commissioner

David Burke Date
Pacific County Prosecuting Attorney

Beverly Olson, Interim-Commissioner

SS# _____

ATTEST:

UBI # _____

Clerk of the Board Date

TAX ID # _____

AGREEMENT

Between Pacific County Fair

and

Jerry Zumbuhl and Friends

THIS AGREEMENT is made by and between Jerry Zumbuhl and Friends ("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 four (4) 60 minute shows on the "New Portable Stage" at the 2012 Pacific County Fair on the dates and times specified.

Wednesday, Aug. 22, 2012	5:00 pm	Thursday, August 23, 2012	5:00pm
Friday, August 24, 2012	1:00 pm	Saturday, August 25, 2012	1:00 pm

IT IS AGREED the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide his own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$100.00 (one hundred) dollars per show for a total of \$400.00 (four hundred) dollars, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED 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 \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The ENTERTAINER agrees that its liability insurance shall be primary to the COUNTY's and that the ENTERTAINER's liability insurance policy shall so state. 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 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 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 yhis 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 ENTERTAINMENT: Jerry Zumbuhl and Friends

8 Holt Street, Raymond, WA 98577

360-934-6345

AGREEMENT

Between Pacific County Fair

and

Jason Whited, Elvis Tribute Artist

THIS AGREEMENT is made by and between Jason Whited, Elvis Tribute Artist ("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 two (2) 60 minute shows on the "New Portable Stage" at the 2012 Pacific County Fair on the dates and times specified.

Friday, August 24, 2012 5:00 pm

Saturday, August 25, 2012 3:00 pm

IT IS AGREED the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide his own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$300.00 (three hundred) dollars per show for a total of \$600.00 (six hundred) dollars, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED 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 \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The ENTERTAINER agrees that its liability insurance shall be primary to the COUNTY's and that the ENTERTAINER's liability insurance policy shall so state. 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 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 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 ENTERTAINMENT: Jason Whited, Elvis Tribute Artist
301 N. Rogers St., Aberdeen, WA 98520
360=942-7623

AGREEMENT

Between Pacific County Fair

and

LuLu LaFever

THIS AGREEMENT is made by and between LuLu LaFever ("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 two (2) 60 minute shows on the "New Portable Stage" at the 2012 Pacific County Fair on the dates and times specified.

Friday, August 24, 2012 3:00 pm Saturday, August 25, 2012 5:00 pm

IT IS AGREED the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide his own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$225.00 (two hundred twenty five) dollars per show for a total of \$550.00 (five hundred fifty) dollars, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED 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 \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The ENTERTAINER agrees that its liability insurance shall be primary to the COUNTY's and that the ENTERTAINER's liability insurance policy shall so state. 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 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 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 ENTERTAINMENT: LuLu LaFever
PO Box 189, Naselle, WA 98638
623-337-1280

AGREEMENT

Between Pacific County Fair

and

Jerry Roper, Country Poet

THIS AGREEMENT is made by and between Jerry Roper, Country Poet ("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 two (2) 40-60 minute shows on the "Mini Stage" at the 2012 Pacific County Fair on the dates and times specified.

Friday, August 24, 2012 8:00 pm

Saturday, August 25, 2012 5:30 pm

IT IS AGREED the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide his own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$100.00 (one hundred) dollars per show for a total of \$200.00 (two hundred) dollars, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED 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 \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The ENTERTAINER agrees that its liability insurance shall be primary to the COUNTY's and that the ENTERTAINER's liability insurance policy shall so state. 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 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 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 yhis 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 ENTERTAINMENT: Jerry Roper, Country Poet
4900 Willapa Road, Raymond, WA 98577
360-942-5105 or 360-942-7657

AGREEMENT

Between Pacific County Fair

and

Jason Pollard and Dominique

THIS AGREEMENT is made by and between Jason Pollard and Dominique ("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 two (2) 60 minute shows on the "Mini Stage" at the 2012 Pacific County Fair on the dates and times specified.

Friday, August 24, 2012 4:00 pm

Saturday, August 25, 2012 4:00 pm

IT IS AGREED the ENTERTAINER will arrive sixty (60) minutes prior to the start of each show and will provide his own sound system.

IT IS FURTHER AGREED that the FAIR will pay \$100.00 (one hundred) dollars per show for a total of \$200.00 (two hundred) dollars, to be paid at the conclusion of the last performance.

IT IS HEREBY FURTHER AGREED 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 \$500,000.00 or greater per occurrence and \$1,000,000.00 aggregate for the term of this AGREEMENT. The ENTERTAINER agrees that its liability insurance shall be primary to the COUNTY's and that the ENTERTAINER's liability insurance policy shall so state. 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 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 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 ENTERTAINMENT: Jason Pollard and Dominique

1202 Paulding St., Raymond, WA 98577

360-590-2677

