

**AGREEMENT**  
between  
Pacific County Fair  
and  
Cramer's Classics  
Tim Cramer

**THIS AGREEMENT** is made by and between the Cramer's Classics/Tim Cramer ("CRAMER") 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 CRAMER to display four to six (4-6) Percheron Draft Horses for viewing and provide free horse drawn trolley rides to patrons during the fair.

**IT IS AGREED** that the FAIR will provide the following:

One (1) box stall for each horse with hay and bedding  
One (1) RV space for CRAMER  
Parking for transport trailers

**IT IS FURTHER AGREED** that the FAIR will pay CRAMER a total of \$4,000 (four thousand dollars) to be dispersed as follows:

March 25, 2011	\$1,000 Deposit
August 25, 2011	\$1,700 Transportation costs
	\$2,300 Display costs (\$575 per day/4 days)

**IT IS HEREBY FURTHER AGREED** that CRAMER promises to have the horses on-site August 23, 2011 for veterinary check. CRAMER understands that if the horses fail to pass the veterinary check they will not be allowed to be displayed during the fair and all payments made by the COUNTY shall be refunded.

**IT IS HEREBY FURTHER AGREED** that CRAMER shall obtain, and maintain continuously for the term of this agreement, occurrence form Commercial General Liability Insurance with endorsements and/or other insurance to indemnify for the activities and services of this agreement, with a carrier subject to the approval of the COUNTY. Minimum limit of coverage shall be ONE MILLION DOLLARS (\$1,000,000.00) combined single limit, each occurrence and TWO MILLION DOLLARS (\$2,000,000.00) aggregate exclusive to this agreement with Pacific County.

Such insurance shall be endorsed to include Pacific County, its officers, elected officials, employees, agents, and volunteers as an additional insured, and shall not be reduced or canceled without forty-five (45) days written prior notice to the COUNTY.

Such insurance shall be endorsed to include a "cross liability", "severability or interests", or "separation of insured's" indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.

CRAMER shall provide to the COUNTY a certified copy of the insurance policy with all endorsements as evidence of coverage. Approval of insurance documentation is a condition precedent to full execution of this agreement.

The laws of the State of Washington shall govern this 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 or proceeding against the other party by reason of any breach of this agreement.

CRAMER agrees to indemnify the COUNTY for any and all damage caused by its negligence.

**THIS AGREEMENT** may be terminated by the COUNTY and all payments made by the COUNTY shall be refunded, 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 CRAMER 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.

CRAMER agrees that CRAMER will perform services under this agreement as an independent contractor and not as an agent, employee, or servant of COUNTY. The parties agree that CRAMER is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control CRAMER'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. CRAMER 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  
P O Box 187  
South Bend, WA 98586-0187  
360.875.9337

For CRAMER: Cramer's Classics  
Tim Cramer  
111 Sable Drive  
Everson, WA 98247  
425.487.9591

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

**CRAMER'S CLASSICS**  
Tim Cramer

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

\_\_\_\_\_  
Tim Cramer Date

\_\_\_\_\_  
Norman "Bud" Cuffel, Chair

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Jon Kaino, Commissioner

\_\_\_\_\_  
DR. DAVID J. BURKE Date  
Pacific County Prosecuting Attorney

\_\_\_\_\_  
Lisa Ayers, Commissioner

**ATTEST:**

\_\_\_\_\_  
Clerk of the Board Date