

**2016 PACIFIC COUNTY FAIR CONTRACT AND AGREEMENT  
BETWEEN PARADISE AMUSEMENTS AND PACIFIC COUNTY**

This Contract and Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016, by and between the Pacific County hereinafter referred to as the "COUNTY" and Paradise Amusements, LLC, hereinafter referred to as "PARADISE."

The COUNTY, in consideration for a percentage of PARADISE's net profits hereinafter set forth, agrees to allow PARADISE to operate amusement rides, games and concessions at the 2016 Pacific County Fair.

THE COUNTY AGREES TO:

1. Permit PARADISE to occupy the Pacific County Fairgrounds Midway August 24 – 27, 2016, inclusively. The Midway is defined as that field that has traditionally served as the Fair's Midway. This Midway will be clear of debris and any obstructions or obstacles that may prevent PARADISE concessions from being properly and safely operated, assembled and disassembled.
2. Permit PARADISE to be the exclusive provider of amusement rides as defined in RCW 67.42.010(2), amusement games as defined in RCW 9.46.201, and cotton candy, caramel apples and corn dogs.
3. Provide reasonable access to the midway before these dates for PARADISE to set up, and after these dates for Paradise to remove their equipment and clean the grounds.
4. Use reasonable safeguards against fire, theft and accidents. The COUNTY does not assume any liability for damages to goods or property of PARADISE arising from fire, theft, water, storm, flood, or earthquake, or any liability for accidents to persons or property caused under or by virtue of the operations of PARADISE under this Contract and Agreement.
5. Provide adequate potable water for PARADISE within 100 feet of the location of PARADISE's attractions, and portable toilets and trash containers available upon arrival of PARADISE.
6. Provide free gate admission for all employees, their traveling families and vehicles necessary for the transport and operation of PARADISE.
7. Provide adequate security during the fair as determined by the Pacific County Sheriff or his designee.

PARADISE AGREES TO:

8. Obey all Federal and State laws and regulations, including but not limited to RCW 67.42, 296-403A WAC, RCW 9.46, RCW 69.06, 246-215 WAC, 246-217 WAC and shall reasonably monitor the behavior of employees and subcontractors for legal compliance.
9. Have no employees working at the Fair who are required to register under RCW 9A.44.130.
10. Submit a list of employees working for PARADISE to the COUNTY by August 1, 2016. COUNTY will conduct a Washington State Criminal Background check for the list of employees submitted by PARADISE. Any PARADISE employee with a history of sex related crimes, drug dealing, or violent crimes will not be allowed to work at the Pacific County Fair. Any employees hired after August 1, 2016 must pass a Washington State Criminal Background check before employment may commence with PARADISE.
11. Provide sufficient rides, at PARADISE's sole discretion, that fill the Midway.
12. Keep the Midway reasonably clear of debris and garbage during the contract period.
13. Leave the Midway in the state of cleanliness in which it was found.
14. Obtain the COUNTY'S written permission before assigning any right or privilege under this agreement.
15. Carry and maintain throughout the period of this Contract and Agreement comprehensive general liability insurance in the amount of \$5,000,000. Certificates demonstrating insurance coverage shall be furnished to the COUNTY prior to operation of the carnival under the executed Agreement. PARADISE shall also maintain statutory workers' compensation insurance and employer's liability insurance to cover employees and volunteers as required by state and federal law. All insurance required by this paragraph must be primary and non-contributory. Pacific County shall be named an additional insured.
16. Assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, workman's compensation, social security and income tax laws, for PARADISE and any employees of PARADISE.
17. Indemnify COUNTY and all directors against all liability or loss sustained in connection with PARADISE's performance of this Contract and Agreement including any and all negligence and tortious conduct, and violations of any law, code or regulation.

18. Participate and assist with advance sale and onsite promotions including, but not limited to the Special Wristband Day(s) Promotion. During the Wristband Promotion, wristbands shall be sold for \$20 each in advance and \$30 onsite, entitling the wearer to unlimited rides on PARADISE's amusement rides on that day alone for the specific time session redeemed for.

THE COUNTY AND PARADISE AGREE THAT:

19. PARADISE is an independent contractor and is solely responsible for the work performed under this Contract and Agreement. PARADISE shall have exclusive control of the operations of all shows, riding devices, and concessions; the feature and character of which shall be satisfactory to COUNTY.
20. The COUNTY shall not allow any other amusement ride or amusement game (as previously defined) to operate at the Pacific County Fairgrounds within 60 days prior nor 30 days following the Fair.
21. If PARADISE is prevented from exhibiting or operating any of its shows or attractions OR if COUNTY is prevented from operating the Fair by an act of God, riot, strike, fire, war, blackout, or if by order or command of any of the military forces of the United States or Washington State, the regular ordinary course of business of PARADISE or COUNTY is curtailed, suspended, interrupted or interfered with and said PARTY thereby prevented from carrying on its usual course of business in whole or in part, then this Agreement or Contract at the option of either, shall become null and void and each PARTY released therefrom.
22. If any paragraph or sentence of this Contract and Agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.
23. Parties agree that this Contract and Agreement shall be interpreted according to Washington State Law and the venue of any action shall be in the Superior Court for Pacific County, Washington. The prevailing party in any legal action shall be reimbursed for attorney fees and court costs by the other party.
24. At the completion of the contracted year 2016, there may be a two (2) year extension period to this agreement, at which time any changes to this agreement must be exercised and executed through writing by the PARTIES. In the event that PARADISE or COUNTY fail to appear or perform within reasonable expectation for this contracted event, both parties reserve the right to cancel this Contract and Agreement. This cancellation must be invoked in writing, with valid explanation of the nonperformance, within 30 days after the conclusion of the Fair each year, and may be exercised by either party. Notice shall be accomplished by certified USPS mail with return receipt.

PAYMENT

25. PARADISE agrees to pay FAIR 20% from the sale of ride admission tickets AFTER deducting any government and/or state tax required by Federal and State Laws, if any, plus 5.5% liability insurance and 5.5% fuel surcharge. PARADISE also agrees to pay COUNTY \$20 for each game and food concession operated for the duration of the Fair. PARADISE agrees to provide COUNTY with an accounting of their receipts and taxes paid on the receipts with payment.

PARADISE AMUSEMENTS, INC

PACIFIC COUNTY  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
By: Sherry McKay, Owner  
PO Box 1149  
Coeur d'Alene, ID 83816  
208/660-6829

\_\_\_\_\_  
Frank Wolfe, Chairman

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

\_\_\_\_\_  
Steve Rogers, Commissioner

ATTEST:

\_\_\_\_\_  
Marie Guernsey                      Date  
Clerk of the Board