

CANYON FAIR FIND YOUR FUN™

ENTERTAINMENT CONTRACT

THIS AGREEMENT, made and entered into this 24 day of March, 2024 by and between Wilma June Madison. (hereinafter referred to as "CONTRACTOR") and Canyon County, Idaho (hereinafter referred to as "COUNTY").

WHEREAS, COUNTY desires CONTRACTOR to provide entertainment during the Canyon County Fair on Thursday, July 25, 2024, through Sunday, July 28, 2024; and

WHEREAS, CONTRACTOR possesses particular knowledge or talent in such areas of entertainment desired; and

WHEREAS, the parties mutually agree as follows:

I. Duties of the CONTRACTOR

A. CONTRACTOR shall perform as a clown including balloon animals and children's facepainting.

Performances shall take place on Canyon County Fairgrounds as directed by the County 12:30PM- 6:30PM each day including 4/ 6 hour strolling performances in total. Performances shall be equivalent to or exceed those provided in any promotional materials received by the Fair.

B. CONTRACTOR shall supply any specialized equipment required for CONTRACTOR's performance and such staff required to run the specialized equipment.

C. CONTRACTOR agrees to hold harmless, defend, and indemnify COUNTY and the Canyon County Fair Board, their officers, agents, and employees from and against all claims, losses, actions or judgments for damages or injury to persons or property arising out of or in connection with any activities of CONTRACTOR, CONTRACTOR's agents, employees, or representatives under this Agreement.

D. CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement a comprehensive general liability insurance policy in the minimum amount of \$1,000,000, which shall name and protect CONTRACTOR, all CONTRACTOR's employees, COUNTY, and its officers, agents and employees, from and against any and all claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the CONTRACTOR's acts. CONTRACTOR shall provide proof of liability coverage as set forth

above to COUNTY prior to commencing its performance as herein provided, and require insurer to notify COUNTY ten (10) days prior to cancellation of said policy.

E. CONTRACTOR shall obtain and maintain all necessary licenses, permits and other Authorizations necessary to perform the required work.

F. CONTRACTOR shall comply with and abide by any reasonable and lawful directives issued by any authorized agent of the COUNTY.

G. It is agreed and understood that CONTRACTOR shall fully cooperate with the COUNTY and any sponsor that the COUNTY obtains for the Event and CONTRACTOR shall do all things reasonably necessary to accommodate that sponsorship.

H. CONTRACTOR shall make no commercial endorsements of any product or business during any performance at the Canyon County Fair unless specifically approved in writing by the Fair Director.

I. CONTRACTOR shall be present on the Canyon County Fairgrounds and shall be ready, willing, and able to perform each and every performance under this Agreement. COUNTY and CONTRACTOR shall mutually determine and agree in good faith to delay, suspend, or cancel any of the CONTRACTOR's performance or performances when conditions are present that would render the performance or performances impossible, hazardous, or unsafe.

II. Duties of the COUNTY

A. COUNTY shall provide a site, standard sound and lighting equipment for each performance, and crew necessary to operate the sound and lighting equipment. Provided, however, CONTRACTOR may provide its own sound and lighting equipment at its option and its own expense.

B. COUNTY may, at its option, provide a site in addition to the General Grounds where CONTRACTOR shall be allowed to sell merchandise bearing CONTRACTOR's logo.

C. The COUNTY shall not participate in the sales of the merchandise bearing CONTRACTOR's logo, and the COUNTY shall not take or receive any fee based on the amount of merchandise sold.

D. The COUNTY shall provide -0- nights of hotel accommodations.

E. The COUNTY shall pay to CONTRACTOR, \$ 660.00 , in the form of a check. Unless otherwise specifically provided, COUNTY's authorized representative will make payment hereunder to and in the name the CONTRACTOR as stated above.

III. Miscellaneous Provisions

It is further understood that:

A. All performances by CONTRACTOR are to be family friendly and suitable for audiences of all ages. COUNTY reserves the right to cancel performances of any act that does not meet these standards.

B. COUNTY reserves the right to cancel prior to performance without penalty.

C. CONTRACTOR is not an employee of COUNTY, but is, and shall be considered an independent contractor.

D. There shall be no deductions from the payment made to CONTRACTOR for taxes, either state or federal, and the CONTRACTOR shall be solely responsible for the payment of any wages, taxes, or insurance as may be required, based on the payment received.

E. There is to be no commission deducted from the payment for any other agent or agency. The COUNTY is aware and the CONTRACTOR represents to COUNTY that CONTRACTOR is acting as CONTRACTOR's own agent.

F. It is understood and anticipated that any and all sponsorship money shall be the sole property of the COUNTY.

G. This Agreement shall be governed and interpreted by the laws of the state of Idaho.

H. In the event of any litigation arising under, or as a result of, this Agreement, the prevailing party shall recover its costs and reasonable attorney fees.

I. This Agreement may be modified or amended only by a writing duly executed by both parties.

J. This writing embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained in this Agreement. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the parties are superseded by this Agreement.

K. All notices required hereunder shall be in writing and sent to the following:

CONTRACTOR:

[name]

Wilma June Madison

269 Checola Circle

Boise, ID 83713

[address]

COUNTY:

Canyon County Fair Director

P. O. Box 1269

Caldwell, Idaho 83606

(208) 455-8500

DATED this 24 day of June, 2024

Wilma J. Madison "Billie"
CONTRACTOR "Bobbie The Clown"
[signature]

Please sign and return all
pages of the contract.
Thank you

DATED this 24 day of June, 2024.

CANYON COUNTY BOARD OF COMMISSIONERS

- ☒ Motion Carried Unanimously
☐ Motion Carried/Split Vote Below
☐ Motion Defeated/Split Vote Below

	Yes	No	Did Not Vote
<u>did not participate</u> Commissioner Leslie Van Beek	_____	_____	_____
<u>Brad Holton</u> Commissioner Brad Holton	<u>/</u>	_____	_____
<u>Zach Brooks</u> Commissioner Zach Brooks	<u>X</u>	_____	_____

ATTEST: RICK HOGABOAM, CLERK

By: JROSS
Deputy Clerk