

## **CARNIVAL AT CANYON COUNTY FAIR**

### **CANYON COUNTY, IDAHO**

**THIS AGREEMENT** is made between Paul Maurer Shows, 302 Washington St. #1219, San Diego, California 92103 (hereinafter "CONTRACTOR") and Canyon County, a political subdivision of the State of Idaho, having offices at 1115 Albany St. Caldwell, Idaho 83605 (hereinafter "COUNTY").

**WHEREAS**, CONTRACTOR is an independent professional carnival and midway operator with demonstrated expertise in the county fairs committed to conduct a carnival at the annual Canyon County Fair; and

**WHEREAS**, COUNTY desires to enter into Agreement with CONTRACTOR for this personal/professional service.

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the Parties hereby understand and agree as follows:

1. **PURPOSE:**

- 1.1 COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the following project and work:

Operation of a carnival to include major and children's rides, shows, and games as well as food and beverage concessions in the midway area during the annual Canyon County Fair ("Project") for dates certain and specified herein.

- 1.2 CONTRACTOR agrees to provide all materials and services for the Project as requested by COUNTY and in accordance with CONTRACTOR's proposal, attached hereto as "Attachment 1" and incorporated fully by reference.

2. **CONTRACTOR REPRESENTATIONS:**

- 2.1 CONTRACTOR agrees to comply with all federal, state, city, and local laws, rules and regulations.
- 2.2 CONTRACTOR agrees to comply with all terms and specifications of its proposal including, but not limited to safety, complaint and crises procedures; equipment; personnel; layout; menus; advertising and marketing; accounting; unless otherwise superseded by this Agreement.

3. **COMPENSATION:**

3.1 Compensation for CONTRACTOR and COUNTY under this Agreement shall be made according to the CONTRACTOR's proposal as follows:

- (a) CONTRACTOR shall pay COUNTY twenty-five percent (25%) of all (advance and onsite) wristband-ticket to the first fifty thousand dollars (\$50,000);
- (b) CONTRACTOR shall pay COUNTY thirty percent (30%) of wristband-ticket sales over fifty thousand dollars (\$50,000);
- (c) Idaho sales tax shall not be included in the calculation of wristband-ticket sales;
- (d) CONTRACTOR shall pay COUNTY one thousand dollars (\$1,000.00) for game and food concessions;
- (e) CONTRACTOR shall provide for advertising in conformance with the specifications in CONTRACTOR's proposal, attached hereto as "Attachment 1";
- (f) CONTRACTOR shall charge Fair patrons and offer promotions according to the specifications in CONTRACTOR's proposal.

3.2 CONTRACTOR shall submit their payments to:

Canyon County  
Board of County Commissioners  
Canyon County Courthouse  
1115 Albany Street  
Caldwell, Idaho 83605

4. **TIME OF PERFORMANCE:**

4.1 Time is of the essence in the performance of the work as specified in this Agreement.

4.2 The Project is scheduled for the following dates certain:

- Thursday, July 24, 2025, through Sunday, July 27, 2025;
- Thursday, July 23, 2026, through Sunday, July 26, 2026; and
- Thursday, July 29, 2027, through Sunday, August 1, 2027.

The COUNTY understands and agrees that CONTRACTOR requires a preparatory term before the Project and a term following the Project to remove its equipment, and the COUNTY will cooperate with CONTRACTOR to establish these preparatory and removal periods.

4.3 This Agreement is subject to termination by either party without cause upon thirty (30) days written notice. In no event shall CONTRACTOR be entitled to anticipated profits if the Agreement is terminated for convenience.

4.4 The underlying Agreement may, by mutually executed writing, be renewed for additional one year terms commencing October 1 and ending September 30 of the next calendar year.

5. **INSURANCE:**

5.1 CONTRACTOR agrees to obtain and keep in force during its acts under this Agreement insurance as specified below or as otherwise required by law.

(a) Workers' Compensation insurance meeting the statutory requirements of the state of Idaho.

(b) Employers' Liability insurance providing limits of liability in the following amounts:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$500,000 policy limit
Bodily Injury by Disease:	\$100,000 each employee

(c) Commercial General Liability insurance providing limits of liability in the following amounts, with aggregates applying separately on a "per project" basis:

General Aggregate:	\$4,000,000
Product/Completed Operations Aggregate:	\$2,000,000
Personal & Advertising Injury Liability:	\$1,000,000
Per Occurrence:	\$2,000,000
Fire Legal Liability:	\$ 50,000

The Commercial General Liability ("CGL") insurance policy shall be written on an "Occurrence" form and shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, advertising injury, and liability assumed under an insured contract (including tort liability of another assumed in a contract). COUNTY and its elected officials, agents, employees, successors and assigns shall be included as Additional Insureds under the CGL with the Additional Insured endorsement providing coverage for completed operations.

(d) Business Automobile Liability insurance providing bodily injury and property damage liability coverage for not less than \$1,000,000

each accident limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or an equivalent form, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement.

- (e) Commercial Umbrella Liability insurance providing liability coverage of \$2,000,000 each occurrence and \$5,000,000 aggregate with a retained limit not to exceed \$100,000. The Commercial Umbrella Liability policy must include in its Schedule of Underlying Insurances policies providing coverage as described in subparagraphs 5.1 (a) through (d) above.

5.2 Each of the CONTRACTOR subcontractors, independent contractors, and suppliers shall procure and maintain equivalent insurance coverage as described in subparagraphs 5.1 (a) through (d) above and certificates evidencing such coverage must be presented to the COUNTY before the subcontractors, independent contractors, or suppliers are permitted on the site of the project. If the subcontractors, independent contractors, and suppliers do not have the required insurance, CONTRACTOR policies must provide equivalent coverage for the subcontractors, independent contractors, and suppliers and their work.

5.3 CONTRACTOR shall procure and maintain the insurance described above with an insurance company or companies with AM Best rating(s) of A VIII or better. All insurance companies must be authorized to do business in the state of Idaho. By requiring insurance herein, the COUNTY does not represent that coverage and limits are necessarily adequate to protect CONTRACTOR, and such coverage and limits shall not be deemed as a limitation on CONTRACTOR liability under the indemnities granted to the COUNTY in this Agreement.

6. **INDEMNIFICATION:**

CONTRACTOR shall indemnify and hold harmless the COUNTY from and against all liability, claims, loss, costs, and expenses arising out of, or resulting from, the services of the CONTRACTOR. In the event the COUNTY is alleged to be liable on account of alleged acts or omissions, of CONTRACTOR, CONTRACTOR shall defend such allegations and CONTRACTOR shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

7. **INDEPENDENT CONTRACTOR:**

7.1 The parties agree that CONTRACTOR is an independent contractor of COUNTY and in no way an employee or agent of County and is not entitled to worker's compensation or any benefit of employment with COUNTY.

- 7.2 COUNTY shall have no control over the performance of this Agreement by CONTRACTOR or its employees, except to specify the time and place of performance, and the results to be achieved. COUNTY shall have no responsibility for security or protection of CONTRACTOR supplies or equipment.

8. **PERSONNEL AND SECURITY REQUIREMENTS:**

- 8.1 CONTRACTOR reserves the right to designate its resources and personnel for under this Agreement. Notwithstanding the above, CONTRACTOR shall provide a list of the individuals assigned to the project team to COUNTY.
- 8.2 COUNTY shall have the right to direct removal of a CONTRACTOR employee for cause, if in the opinion of COUNTY, such employee demonstrates non-performance or inappropriate conduct, which jeopardizes security, safety, or other Agreement requirements. COUNTY shall provide CONTRACTOR with written justification as to the reason(s) for the directed removal.

9. **MISCELLANEOUS:**

- 9.1 *CONTROLLING LAW:* The Agreement shall be interpreted, and rights of the Parties determined, under the laws of the state of Idaho. The venue of any claim, litigation, or cause of action between the Parties shall be in the Third Judicial District Court of the State of Idaho in Canyon County.
- 9.2 *SEVERABILITY:* The terms of this Agreement are severable. Should a court of competent jurisdiction decide that any portion of this Agreement is unlawful or invalid, said decision shall only affect those specific sections and the remaining portions of this Agreement shall remain in full force and effect.
- 9.3 *ENTIRE AGREEMENT:* This is the entire Agreement of the Parties and can only be modified or amended in writing by the Parties.
- 9.4 *EQUAL EMPLOYMENT OPPORTUNITY:* CONTRACTOR shall comply with all provisions of federal, state, and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, marital status, age, disability, or national origin.
- 9.5 *COOPERATION:* CONTRACTOR shall, at all times, observe and comply with all federal, state, local, and municipal laws, ordinances, rules, and regulations in any way affecting the Agreement, or work performed under the Agreement.
- 9.6 *WARRANTY:* The materials and services provided by CONTRACTOR shall conform in all respects with the specifications in CONTRACTOR's proposal, attached hereto as "Attachment 1."
- 9.7 *NON-APPROPRIATIONS:* In order to comply with the requirements of Article VIII, Section 3 of the Constitution of the State of Idaho, the CONTRACTOR understands and agrees that the COUNTY may cancel this Agreement for any fiscal year when

the necessary funds for fulfillment of this Agreement are not budgeted for, and appropriated by, the COUNTY. The COUNTY may, solely at its option, at the end of any fiscal year of the COUNTY, cancel this Agreement, without penalty, if the COUNTY determines not to budget or appropriate funds from revenues legally available to it, for the goods and services contracted. COUNTY's fiscal year shall commence on the 1<sup>st</sup> day of October of each year and shall terminate on the 30<sup>th</sup> day of September of the following year.

9.8 *ASSIGNMENT:* This Agreement shall not be transferred by the CONTRACTOR to any other party.

9.9 *LEGISLATIVELY MANDATED CERTIFICATION CONCERNING BOYCOTT OF ISRAEL:* CONTRACTOR must select and initial at least one of the following certifications:

☐ Pursuant to Idaho Code § 67-2346, CONTRACTOR certifies that it "is not currently engaged in, and will not for the duration of the Agreement engage in, a boycott of goods or services from Israel or territories under its control." The terms in this section defined in Idaho Code § 67-2346 shall have the meaning defined therein.

☐ CONTRACTOR certifies that COUNTY'S payments under the Agreement will not exceed one hundred thousand dollars (\$100,000).

☐ CONTRACTOR certifies that CONTRACTOR does not employ more than nine (9) persons.

9.10 *LEGISLATIVELY MANDATED CERTIFICATION CONCERNING COMPANIES OWNED OR OPERATED BY THE GOVERNMENT OF CHINA.*

Pursuant to Idaho Code § 67-2359, CONTRACTOR hereby certifies that it "is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China." The terms in this section defined in Idaho Code § 67-2359 shall have the meaning defined therein.

DATED this 28 day of May, 2025.

CONTRACTOR

An binh H. Pham

all pham

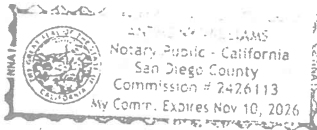
Paul Maurer Shows

Its: Booking Agent for Owner/CEO

STATE OF California  
County of San Diego ) ss.

On this 28 day of May, 2025, before me, a notary public, personally appeared An binh H. Pham, known or identified to me to be the Booking Agent for Paul Maurer Shows whose name is subscribed to the within instrument, and acknowledged to me that said corporation executed the same.

(SEAL)



[Signature]  
Notary Public for: San Diego County  
Residing at: San Diego CA 91911  
My Commission Expires: 11-10-26

DATED this 10<sup>th</sup> day of June, 2025.

**BOARD OF COUNTY COMMISSIONERS  
CANYON COUNTY, IDAHO**

  
\_\_\_\_\_  
Commissioner Leslie Van Beek

  
\_\_\_\_\_  
Commissioner Brad Holton

  
\_\_\_\_\_  
Commissioner Zach Brooks

ATTEST: RICK HOGABOAM, CLERK

By:   
\_\_\_\_\_  
Deputy Clerk