

**CONTRACT
BETWEEN WASCO COUNTY FAIR AND
RAINBOW TAVERN**

THIS CONTRACT is made by and between **R. L. K. and Company dba** Rainbow Tavern ("VENDOR") and WASCO COUNTY FAIR AND RODEO, an agent of Wasco County, a political subdivision of the State of Oregon, hereinafter referred to as "COUNTY", operator of the annual Wasco County Fair, hereinafter referred to as "FAIR".

THIS CONTRACT allows the VENDOR to operate a "beer garden" at the County Fair from August 16th through 18th, 2024, inclusive, from the hours of 3:00PM to 11:30PM.

THE VENDOR AGREES AS FOLLOWS:

1. The VENDOR will temporarily occupy the following described space during the period of August 14th through 19th, 2024 for the 2024 Wasco County Fair and Rodeo: *Fenced enclosure on Southeast side of rodeo arena to the Southwest end of the Grandstands.* VENDOR shall work with the Fair Manager and Fair Board on a schedule for access to the Fairgrounds to set up for the Fair.
2. Pay a ten percent (10%) of total profits (after reasonable expenses) to Wasco County due upon completion of the Fair and Rodeo and no later than September 1, 2024. An accounting shall be provided to Fair Board upon payment.
3. A Certificate of Liability Insurance (in accordance with Section 17) and Form W-9 (attached) shall be submitted to the County Fair Manager with the signed Contract by 12:00PM on Friday, August 2nd, 2024.
4. To provide staff to assure safety during the hours of operation (2:00 PM – 12:00am) daily. This includes, but is in no way limited to, at least one employee or contractor trained in and designated to oversee security at all times.
5. Be in compliance with Chapter 845 Oregon Administrative Code for the Oregon Liquor Control Commission and any and all applicable Oregon Liquor Control Commission rules or regulations.
6. Post in a conspicuous place a placard, plainly printed, showing menus and prices of all drinks sold.
7. VENDOR shall ensure that no alcoholic beverages are removed from the designated beer garden area by patrons.
8. Provide the Fair Board with a copy of Liquor License issued by the Oregon Liquor Control Commission enabling the sale of alcohol at the Wasco County Fairgrounds before opening.

9. Refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 21 years of age.
10. The beer garden shall be cordoned off at all times and minors shall not be allowed to enter at any time.
11. Perform no electrical wiring on the Fairgrounds without the permission of the FAIR. Electrical work permitted by the FAIR must be done under the supervision of an electrician appointed by the FAIR.
12. Agree to decorate leased space, furnish booth signs and to provide all extra carpenter work and material used. VENDOR must keep leased area neat and orderly at all times. VENDOR and its help must be neat and tidy in their dress and fully clothed, including shoes. Courteous, professional behavior is required.
13. Remove all refuse, waste, debris and temporary structures from County Fair property by 2:00PM on August 19th, 2024, or secure written permission to further hold leased space and later remove said property, or said property shall be forfeited to the County at its option.

14. INDEMNIFICATION/HOLD HARMLESS

- A) Indemnification by Vendor.** To the fullest extent permitted by law, the VENDOR agrees to indemnify, defend and hold the COUNTY and its departments, elected and appointed officials, employees, agents and volunteers, harmless from and against any and all claims, damages, losses and expenses, including but not limited to court costs, attorney's fees and alternative dispute resolution costs, for any personal injury, for any bodily injury, sickness, disease or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any action or omission, negligent or otherwise, of the VENDOR, its employees, agents or volunteers or VENDOR's sub-vendors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, resulting from, or in connection with performance of this CONTRACT; or 3) are based upon the VENDOR'S or its sub-vendors' use of, presence upon or proximity

to the property of the COUNTY. This indemnification obligation of the VENDOR shall not apply in the limited circumstance where the claim, damage, loss or expense is caused by the sole negligence of the COUNTY. The foregoing indemnification obligations of the VENDOR are a material inducement to COUNTY to enter into the CONTRACT and have been mutually negotiated by the parties.

- B) Survival of VENDOR's Indemnity Obligations.** The VENDOR agrees all VENDORS' indemnity obligations shall survive the completion, expiration or termination of this CONTRACT.

15. ATTORNEY'S FEES/COST OF SUIT AND VENUE

If either party files suit to enforce this CONTRACT, parties agree that the prevailing party in any such action shall be entitled to collection costs, reasonable attorney's fees, and costs of suit.

- A) Disputes.** Differences between the VENDOR and the COUNTY, arising under and by virtue of this CONTRACT, shall be brought to the attention of the COUNTY at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken.
- B) Choice of Law, Jurisdiction and Venue.** This CONTRACT has been and shall be construed as having been made and delivered within the State of Oregon and it is agreed by each party hereto that this CONTRACT shall be governed by the laws of the State of Oregon, both as to its interpretation and performance.

Any action at law, suit in equity, or judicial proceeding arising out of this CONTRACT shall be instituted and maintained only in any of the courts of competent jurisdiction in Wasco County, Oregon.

- C) Severability.** If a court of competent jurisdiction holds any part, term or provision of this CONTRACT to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the CONTRACT did not contain the particular provision held to be invalid.

If any provision of this CONTRACT is in direct conflict with any statutory provision of the State of Oregon, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision.

Should the COUNTY determine that the severed portions substantially alter this CONTRACT so that the original intent and purpose of the CONTRACT no longer exists, the COUNTY may, in its sole discretion, terminate this CONTRACT.

16. INSURANCE

Without limiting the VENDOR'S indemnification of COUNTY, and prior to commencement of this CONTRACT, VENDOR shall obtain, provide and maintain during the term of this CONTRACT, policies or insurance of the type and amounts described below and in a form satisfactory to the COUNTY.

- A) **General and Liquor Liability Insurance.** VENDOR shall maintain commercial general and liquor liability insurance in an amount not less than \$2,000,000 per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.
- B) **Workers' Compensation Insurance.** VENDOR shall, at its own expense, maintain Workers' Compensation Insurance (statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000).
- C) **Waiver of Subrogation.** All insurance coverage maintained or procured pursuant to this CONTRACT shall be endorsed to waive subrogation against COUNTY, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow VENDOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. VENDOR hereby waives its own right of recovery against COUNTY, and shall require similar written express waivers and insurance clauses from each of its sub- vendors.

The VENDOR must name the COUNTY as an additional insured. The VENDOR agrees that its liability insurance shall be primary and non-contributory to the COUNTY's and that VENDOR's liability insurance policy shall so state.

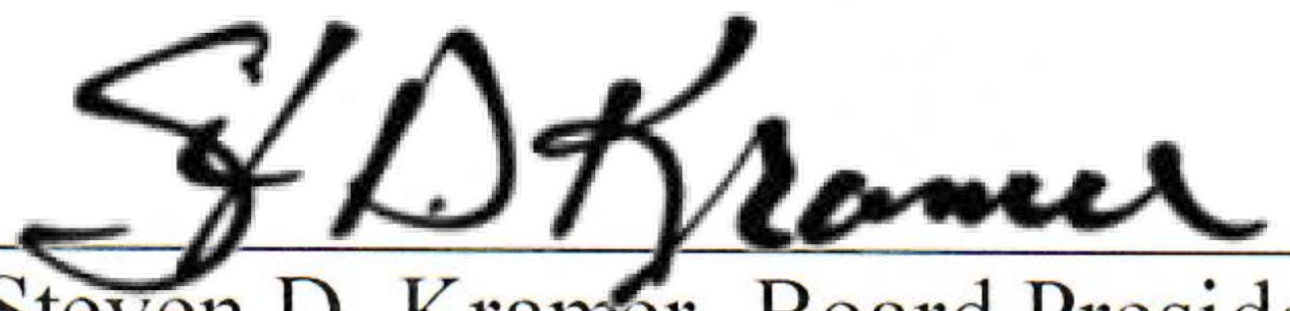
17. CAUSE FOR TERMINATION: This contract may be terminated by the COUNTY if:

- A) In the judgment of the COUNTY, it is unable to present a fair on the dates specified in this CONTRACT.
- B) Termination by the COUNTY as otherwise provided for in this CONTRACT.

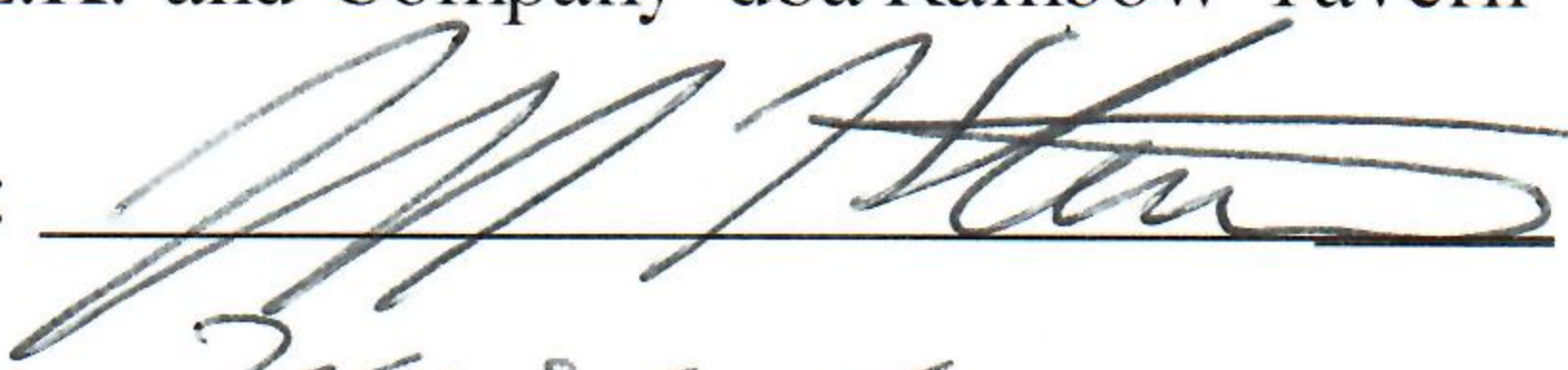
VENDOR agrees that VENDOR will perform services under this CONTRACT as an independent VENDOR and not as an agent, employee, or servant of COUNTY. The parties agree that VENDOR is not entitled to any benefits or rights enjoyed by employees of COUNTY. COUNTY specifically has the right to direct and control VENDOR'S own activities in providing services in accordance with the specifications set out in this CONTRACT. COUNTY shall only have the right to ensure performance. VENDOR 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 CONTRACT may not be modified orally and modifications must be accomplished with the same formalities as are required for the execution of this CONTRACT.

WASCO COUNTY FAIR BOARD


Steven D. Kramer, Board President

R.L.K. and Company dba Rainbow Tavern

By: 

Title: PRESIDENT

Address: PO BOX 275 G.L. DC 97028

Phone: 503 748 1769

Date: 8/5/24