



ENTERTAINER CONTRACT

AGREEMENT IS HEREBY MADE, May 7th, 2025, between the Wasco County Fair and Buck Trout Entertainment Corp., referred to herein "Entertainer" according to the following terms, conditions and provisions:

Performance Terms: Performer will perform as follows at the Wasco County Fair and Rodeo:

Setup Date and Time(s): Wednesday, August 13th, 2025

Performance Date and Time(s): Thursday, August 14th – Sunday, August 17th,
6 times a day from 11am – 7pm strolling fairgrounds

Type of Entertainment: Puppet with Car Entertainment

Payment: Entertainer will be paid \$3600.00 and no more, which will be paid on last day of Wasco County Fair, August 17th, 2025. Check is payable to: Buck Trout Entertainment Corp.

STANDARD CONDITIONS:

- 1. COMPLETE AGREEMENT.** This Agreement contains the entire understanding of the parties and supersedes all prior agreements, oral or written, and all other communication between the parties relating to the subject matter of this Agreement.
- 2. WRITTEN NOTICE.** Any notice of termination or other communication having a material effect on this Agreement shall be served by U.S. Mail on the signatories listed.
- 3. GOVERNING LAW/VENUE.** This Agreement shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Agreement shall be in the Circuit Court of Wasco County. The prevailing party shall be entitled to reasonable attorney fees and costs, including an appeal. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of County according to law.
- 4. COMPLIANCE.** The Entertainer shall comply with all applicable Federal, State, and local laws, rules and regulations. All provisions of ORS 279B.220-235 (Public Contracts and Purchasing) are incorporated herein to the extent applicable to personal/professional service agreements.
- 5. INDEPENDENT CONTRACTOR.** Entertainer, in carrying out the services to be provided under this Agreement, is acting as an "independent contractor" and is not an employee of the County, and as such accepts full responsibility for taxes or other obligations associated with payment for services under this Agreement. As an "independent contractor", Entertainer will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Entertainer is free to contract with other parties, on other matters, for the duration of this Agreement.
- 6. INDEMNIFICATION.** Entertainer shall save harmless, indemnify, and defend County, its officials, employees, agenda and volunteers and Fair Board for any and all claims, damages, losses and expenses including but not limited to reasonable attorney's fees arising out of or resulting from Entertainer's performance of or failure to perform the obligations of this Agreement to the extent same are caused by the negligence or misconduct of Entertainer or its employees or agents.
- 7. INSURANCE.** Entertainer shall purchase and maintain at Entertainer's expense,



Comprehensive General Insurance. This insurance is to provide separate coverage for each of the required types of insurance at a minimum of \$300,000 for property damage and minimum of \$1,000,000 per person for bodily injury and no less than \$2,000,000 for each occurrence on the Fair Ground premises. In addition, all such insurance shall be primary and non-contributor and name County, the Fair Board, its members, employees and agents as **Additional Insured**. A current certificate of insurance acceptable to the County shall be submitted to the County.

The following insurance requirements are waived: N/A

8. NONDISCRIMINATION. No person shall be subjected to discrimination in receipt of the benefits of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, marital status, age or national origin. Any violation of this provision shall be considered a material violation of this Agreement and shall be grounds for cancellation, termination or suspension in whole or in part by the County.

9. TERMINATION OF AGREEMENT. This Agreement may be terminated under the following conditions:

- a. By written mutual agreement of both parties. Termination under this provision may be immediate.
- B. Upon sixty (60) calendar days written notice by either Party to the other of intent to terminate.
- c. Immediately on breach of the contract.

10. SUBCONTRACTING/NONASSIGNMENT. No portion of this Agreement may be contracted to or assigned to any other individual, firm, or entity without the express and prior written approval of the Fair Manager.

11. SURVIVAL. The terms, conditions, representations and all warranties contained in this Agreement shall survive the termination or expiration of this Agreement.

12. FORCE MAJEURE. Neither Fair nor Entertainer shall be held responsible for delay or default caused by fire, riot, acts of God or war where such cause was beyond the parties' reasonable control. Entertainer shall make all reasonable efforts to remove or eliminate such a cause of delay and shall diligently pursue performance under this contract.

13. VENUE REQUIREMENTS. Entertainer shall comply promptly with any requests by Fair Manager relating to the emphasis or relative emphasis to be placed on various aspects of the work or such other matters pertaining to said work, including but not limited to the sound levels projected by Entertainer.

14. TAX COMPLIANCE CERTIFICATION. Entertainer hereby certifies, under penalty of perjury, as provided in ORS 305.385(6), that to the best of Entertainer's knowledge, Entertainer is not in violation of any of the tax laws of this state or political subdivision of this state, including but not limited to ORS 305.380(4).

15. FAMILY APPROPRIATE. The Entertainer shall provide a performance suitable to meet the family friendly standards of a Wasco County Fair. All work shall be performed in a professional and family friendly manner.



16. COPYRIGHT. Entertainer shall be solely responsible for payment of any and all royalty fees payable as a result of the performance of any copyrighted music or matters performed pursuant to the copyright laws of the United States and will hold harmless and indemnify County and Wasco County Fair Board from any claims therefrom.

17. GUESTS/PETS. The Entertainer shall not be accompanied by guests or pets unless written approval is obtained in advance from the Venue Manager. [Wife & daughter will be on site.](#)

19. ADDITIONAL TERMS – See Attached Exhibit A.


This Agreement will not be effective until approved by the Wasco County Fair Board.

FOR: Wasco County Fair Board

 5-20-2025
Signature Date

Fair Board President
Title

FOR ENTERTAINER:

 5/30/2025
Signature Date

President
Title

17328 Ventura Blvd – 230
Address

Encino, CA, 97316
City State Zip

(818) 219-8890
Phone Number

bucktroutshow@gmail.com
Email



Exhibit A

1. Wasco County Fairgrounds to reserve (1) RV site for Entertainers 40ft RV bus at no charge to Entertainer with 30 or 50 amp power and water.

BUCK TROUT SHOW
Performance Agreement
Aug. 14 - Aug. 17, 2025

THIS AGREEMENT, made and entered into April 30, 2025 by and between BUCK TROUT ENTERTAINMENT CORP (hereinafter referred to as the "PERFORMER"), and **WASCO COUNTY FAIR** (hereinafter referred to as the "PURCHASER").

PERFORMER AGREES:

- To provide strolling entertainment for the WASCO COUNTY FAIR on the following date(s) **Thursday August 14 through Sunday August 17, 2025.**
- To perform throughout the fair at the following time(s): **TBD - 6 shows per day between the hours of 11:00am and 7:00pm with each show lasting 30 minutes.**
- To arrive the day BEFORE fair opening, no later than **4 PM Wednesday August 13 .**
- To perform as **Buck Trout the puppet in his miniature vehicle and interacting with fairgoers on the grounds.**
- To provide a "Certificate of Liability Insurance" with a minimum of \$1,000,000 per occurrence coverage, listing the fair and its officers as additional insured. (Buck Trout is #565 on the California Fair Services Authority "Master Insurance List").

PURCHASER AGREES:

- To pay PERFORMER in the amount of **\$3,600.00 no later than August 17, 2025.**
Check is payable to: **Buck Trout Entertainment Corp. (Tax ID #: 59-3308902)**
- To provide a complimentary RV site with water and power (30 or 50 amp) that will accommodate a 40' motorhome.

PURCHASER:
Wasco County Fair
81849 Fairgrounds Rd
Tygh Valley, OR 97063

PERFORMER:
Buck Trout Entertainment Corp.
17328 Ventura Blvd - 230
Encino, CA 91316

By: _____ By: _____

Nikki Lucas, Manager
WASCO COUNTY FAIR
Phone: (541) 993-4123

Rick Leonard, President
BUCK TROUT ENTERTAINMENT CORP
Phone: (818) 219-8890



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pacolt Insurance Alliance 4415 Harrison Suite 311 Hillside IL 60162	CONTACT NAME: PIAI LLC PHONE (A/C, No, Ext): (708) 579-3128 E-MAIL ADDRESS: certificates@pacolt.com FAX (A/C, No): (888) 333-1234														
INSURED Buck Trout Entertainment Corp. Rick Leonard 17328 Ventura Blvd., #230 Encino CA 91316	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Northfield Insurance Co</td><td>27987</td></tr><tr><td>INSURER B:</td><td></td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Northfield Insurance Co	27987	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES**CERTIFICATE NUMBER:** 24-25 Buck Trout Ent**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		WS609255	10/6/2024	10/6/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$ 1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 2,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 5,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 2,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A					<table><tr><td>PER STATUTE</td><td>OTH-ER</td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr></table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
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E.L. DISEASE - POLICY LIMIT	\$																				


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Wasco County is listed as an additional insured when required by contract on the above General Liability policy.

Event Dates: August 13-18, 2025

Location: Wasco County Fairgrounds, 81849 Fairgrounds Rd., Tygh Valley, OR 97063

CERTIFICATE HOLDER**CANCELLATION**

Wasco County 401 E. 3rd St. The Dalles, OR 97058	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p>Randy Scheive/CARM</p> 
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ACORD 25 (2014/01)

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INS025 (201401)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): 401 E. 3rd St., The Dalles, OR 97058 Location: 81849 Fairgrounds Rd., Tygh Valley, OR 97063
Name Of Person(s) Or Organization(s) (Additional Insured): Wasco County Wasco County Fairgrounds
Additional Premium: \$
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule. However:
 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requester. Do not
send to the IRS.**

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Buck Trout Entertainment Corp

2 Business name/disregarded entity name, if different from above
NA

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate
☐ Other (see instructions) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
17328 Ventura Blvd #230

6 City, state, and ZIP code
Encino, CA 91316

7 List account number(s) here (optional)

8 Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[] [] [] - [] [] [] - [] [] []

or
Employer identification number
59-3308902

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here **Signature of U.S. person** *[Signature]* **Date** *6-1-15*

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.