

## WEBER COUNTY FAIR AGREEMENT FOR EMPLOYMENT OF INDEPENDENT CONTRACTOR

Contracted By: Animal Cracker Conspiracy

Event: Weber County Fair Contact Person: Bridget Rountree

Address: 2041 Franklin Ave. San Diego, CA 92113

Phone: (619) 770-7719

Email: animalcrackerconspiracy@mail.com

Event Dates: August 6-9, 2025

 This agreement, made November 6, 2024, made between WEBER COUNTY CORP, hereinafter referred to as COUNTY and ANIMAL CRACKER CONSPIRACY, hereinafter referred to as CONTRACTOR.

This agreement covers the term of the Weber County Fair on the above dates.

3. Duties and Obligations of the COUNTY:

A. Pay CONTRACTOR \$6,800 (\$1,700/day) for strolling performances, payable on the last day of the fair.

Provide entrance and parking passes for performers daily.

C. Provide a lockable dressing room, (1) 6' table, (2) chairs, and water.

Duties and Obligations of CONTRACTOR:

A. Provide (2) stilt walking animal performers daily, including sound and bubble guns.

B. Perform (3) - (30) minute strolling shows per day within a (6) hour window.

C. Provide completed W9 for payment to be processed.

D. Lodging and transportation.

5. CONTRACTOR agrees to abide by the rules and regulations of the FAIR, including all federal, state, and local laws. If CONTRACTOR violates any terms of this agreement, either before or during the event, FAIR may terminate this agreement, not allow the performance, pro-rate, or make no payment. CONTRACTOR acknowledges that CONTRACTOR has received a copy of the rules and regulations governing use of the GOLDEN SPIKE EVENT CENTER and agrees that all employees, staff, volunteers, or any individual involved with the promotion or production of CONTRACTOR's event will be made aware of the rules and regulations and agrees in their behalf to abide by such rules and regulations.

## INITIAL: BR

- 6. In the event the CONTRACTOR defaults on its obligations to the COUNTY under this agreement, CONTRACTOR agrees to assume liability for any claim, injury, damages, losses and costs, whether direct, indirect, or consequential, arising out or resulting from such default. Furthermore, in the event of any breach of this agreement, the party at fault shall pay all costs of enforcing the provisions of this agreement, including costs and attorney's fees. CONTRACTOR shall also indemnify and hold harmless the COUNTY and its agents and employees from and against any and all claims arising out of or resulting from CONTRACTOR'S negligent or intentional acts or omissions shall also include negligent or intentional acts or omissions by any subcontractor, any person or organization directly or indirectly employed by CONTRACTOR or any subcontractor, or anyone for whose acts any of them may be liable. CONTRACTOR'S obligation to indemnify the COUNTY is not limited or waived in any way by compliance or non-compliance with the insurance requirements of this agreement. CONTRACTOR will be required to indemnify the COUNTY to the fullest extent allowed by law, regardless of whether CONTRACTOR has sufficient insurance to cover this obligation.
- 7. For the duration of this agreement, CONTRACTOR shall maintain at its own expense, and provide proof of said insurance (at least two weeks prior to event) to the COUNTY, the following types of insurance:
  - A. CONTRACTOR shall provide Commercial General Liability ("CGL") insurance with contractual liability coverage to cover its obligations under the indemnification section of this agreement in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate. The policy shall be primary and noncontributory to any other policy(ies) or coverage available to COUNTY, whether such coverage be primary, contributing, or excess. If CONTRACTOR'S CGL coverage is provided on a claims-made basis, CONTRACTOR shall maintain such policy for no less than four years after termination of this agreement.

WEBER COUNTY FAIR

CONTRACTOR

11.7.24

Date

ASHTON WILSON
Manager of Events, GSEC

WEBER COUNTY, a body, corporate and politic.

Attest:

RICKY HATCH
CPA, Weber County Clerk/Auditor

Date

18. By signing, I agree that I have read and understand all information contained in this agreement.