

## AGREEMENT

This agreement made and entered into this 17<sup>th</sup> day of January, 2025 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Gorgeous Ink Tattoo Convention**, hereinafter referred to as “Gorgeous Ink”.

### Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a Gorgeous Ink event.
3. Gorgeous Ink is uniquely qualified to manage a Stevenson Tattoo Convention event, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with Gorgeous Ink to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. **Performance.** Gorgeous Ink will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Gorgeous Ink will plan and operate the Gorgeous Ink Tattoo Convention event as described on Exhibit A, incorporated herein by reference.
  - b. Gorgeous Ink will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. **Completion.** Gorgeous Ink will complete the work and provide the services to be performed under this agreement on or before December 31, 2025.
3. **Term.** The term of this agreement shall begin January 1, 2025 and end upon the completion of the project, but no later than December 31, 2025.
4. **Payment.**
  - a. The City will reimburse Gorgeous Ink up to \$5,000 for services performed under his agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back-up documentation to the City.
  - b. Final invoice for this agreement must be received by the City on or before January 12 2026. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - c. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.
5. **Default.** Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party

identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.

6. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
7. Financial Records. Gorgeous Ink shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
8. Status of the "Gorgeous Ink". It is hereby understood, agreed and declared that Gorgeous Ink is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
9. Insurance and Liability. Gorgeous Ink shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

Gorgeous Ink further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Gorgeous Ink employees, agents, contractors, subcontractors or other representatives.

10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
12. Equal Opportunity and Compliance with Laws. Gorgeous Ink shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Gorgeous Ink shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.
13. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.

14. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.

15. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Gorgeous Ink have legal authority to enter into this agreement on behalf of City and Gorgeous Ink respectively and have full authority to bind City and Gorgeous Ink in a valid Agreement on the terms herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

Gorgeous Ink

\_\_\_\_\_  
Scott Anderson, Mayor

\_\_\_\_\_  
Name & Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Anders Sorestad Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert C. Muth, City Attorney



*City of Stevenson*  
**TOURISM FUNDING APPLICATION FORM**

**Organization/Agency Information**

Gorgeous Ink	88-2899095
Organization/Agency	Federal Tax ID Number

Bradley Klein
Contact Name

1542 Ryan Allen Rd Stevenson Wa 98648
Mailing Address

909-3746947	gorgeousinkconvention@gmail.com
Phone	Email

Gorgeous Ink/ Tattoo Convention/ Skamania County Fairgrounds
Name of Proposed Event/Activity/Facility

- Tourism Promotion Activities
- Tourism-Related Facility
- Events/Festivals

Amount Requested: \$ 5,000.00

**Supplemental Questions**

*You may type your answers in Word below or attach a separate sheet. If you attach a separate sheet, please answer all of the below questions and number your answers to correspond to the below question numbers.*

1. Describe your Tourism-Related Activities, Event or Facility:  
We are a non profit organization bringing people from other states to come to our 3 day event. These people will be spending money at stores/gas/food/lodging/camping. This will be our 4th year doing this event. Some people come as far as the east coast to participate in our event. We change the events each year to keep it entertaining.

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.  
September 12th-14th 2025 in Stevenson are the event dates. This is promoted through paid and solicited through social platforms to attract people from other states. Along with banners/fliers/billboards. The event was \$21,509.66 total this last year.

3. Identify your top 5 sources of Revenue:

1. 10x10 Artist/REtail Booth purchase	\$ 400 <sup>00</sup>	Artist \$150 <sup>00</sup> Retail
2. Entrance ticket sale (per day)	\$ 15 <sup>00</sup>	
3. Entrance ticket sale (weekend pass)	\$ 35 <sup>00</sup>	
4. food cart space for weekend	\$ 100 <sup>00</sup>	
5. Beer garden (varies on drink)	\$ 5 <sup>00</sup>	(Average price)

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.

With your help we plan to do more advertisement to attract people to Stevenson. We are an annual show and plan to keep attracting people to Stevenson to spend their money. Bringing tourists from other states to help fund our event by purchasing booths with us.

5. Describe your plans for advertising and promoting your proposed activity or facility.

We are doing paid social media platforms this year along with fliers and banners.

Soliciting on social platforms to attract participants to be involved with the show. IE: buying booths as artists/retail and entertainment.

6. Explain how your activity or facility will result in increased tourism and overnight stays.

Our event is 3 day's. The tourists and participants will be staying in motels and camping to participate in this event.

7. \*List the number of tourists expected to attend your activity or facility in each of these categories (\*required):

1. 20 Staying overnight in paid accommodations.
2. 25 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 10 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 100 Attend but are not included in any one of the categories above.
5. 50 Estimated number of participants in any of the above categories that attend from another state or country.

8. Explain how you will coordinate with the Skamania County Chamber of Commerce for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

We have organized with the Chamber of Commerce. We have a listing on their events page of their calender events, their brocure and the Skamania County Visitors Guide. In 2025 we are looking to become chamber members to recieve more benifits for promoting.

9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.


We construct our own 10x10 booths (pipe and drape) for artists/retail, as well as set up and tear down space for the beer garden/stage. All trash is taken out and floors are swept up. Tables and chairs are put away. Leaving the facility clean and as we got it.

10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?

The tourists will be buying gas/food/lodging/camping in Stevenson over the 3 days the event is to be held. There will be some that stay days before and/or after the event.

11. Submit an itemized revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

12. Sign and date your proposal.

  
\_\_\_\_\_  
Signature

Bradley Klein  
Printed Name

10/14/24  
Date

*You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.*

*If multiple activities are planned, please submit a separate application for each activity.*

**PROJECT BUDGET**

Activity	City Lodging Funds	Other Funds	Total
Administration (office operation expenses)	\$1,000.00	\$7,665.91	\$8,665.91
Personnel (salaries/benefits)		\$3,243.75	\$3,243.75
Marketing/Promotion	\$4,000.00	\$600.00	\$4,600.00
Travel		\$2,000.00	\$2,000.00
Consultants			
Other Activites (describe below)			
<b>TOTAL PROJECT BUDGET</b>	<b>\$5,000.00</b>	<b>\$13,509.66</b>	<b>\$18,509.66</b>

**REVENUE DETAIL** (please include admission charges, donation/sponsorships, grant funds, etc.)

Source	Amount	Projected or Confirmed
Donations and Royalties	\$5,000.00	projected
Camping/Vendor Fees/Merchandise	\$15,000.00	confirmed from our past events
<b>TOTAL INCOME</b>		<b>\$20,000.00</b>
What Percentage of Your Total Project Budget Does Your Request for Funding Represent?		25%

Activity	City Lodging Funds	County Lodging Funds	Other Funds	Total
Administration (office operation expenses)	\$1,000.00	\$2,000.00	\$7,665.91	\$10,665.91
Personnel (salaries/benefits)			\$3,243.75	\$3,243.75
Marketing/Promotion	\$4,000.00	\$6,000.00	\$10,100.00	\$20,100.00
Travel			\$2,000.00	\$2,000.00
Consultants				
Other Activites (describe below)			\$4,726.66	\$4,726.66
<b>TOTAL PROJECT BUDGET</b>	<b>\$5,000.00</b>	<b>\$8,000.00</b>	<b>\$27,736.32</b>	<b>\$40,736.32</b>

**REVENUE DETAIL (please include admission charges, donation/sponsorships, grant funds, etc.)**

Source	Amount	Projected or Confirmed
Donations and Royalties	\$13,000.00	projected
Camping/Vendor Fees/Merchandise	\$15,000.00	confirmed from past events
<b>TOTAL INCOME</b>		<b>\$28,000.00</b>
What Percentage of Your Total Project Budget Does Your Request for Funding Represent?		32%

**SUMMARY**

Please Feel Free to Provide Additional Information That Will Help the Skamania County Lodging Tax Advisory Committee (SLTAC) to Evaluate Your Proposal:

Here is the projected budget for the city and county lodging tax funds applications together. We did receive the \$8,000.00 from the county funds last year. \$6,000.00 went to TV commercials and the other \$2,000.00 went towards banners, fliers, website, insurance and licensing. We put out 5,000 fliers last year. This year I am wanting to do radio commercial promotions through Pandora, I heart Radio and their affiliations. The starting rate for this is \$1,500 per month minimal for the basic package. Obviously more depending on what all you want in your "package". I am looking into doing at least three months of the radio advertisement which would be a minimum of \$4,500.00. We will be wanting to get the most we can with the money we receive. I have talked with an advertising consultant and was informed that paid advertisement on social platforms is the way to go these days. Everyone is on social platforms and has their phones in hand consistently. Adds are rated by how much you spend. Determined by Radio, social media paid advertising, banners along hwy 14, plus the 5,000 fliers are the proposed advertisement avenues for this years event. We are wanting to bring side acts to help attract the people to come and attend our event. The side acts in the past had cost a minimum of \$2,000.00 to perform at the event. With the money I am asking for I want to expand on the pipe and drape to make more 10x10 booths for artists/vendors. Therefore expanding the event. Gorgeous Ink owns the pipe and drape we have now. The cost was \$41,000.00. We have 20 booths now and I would like to add up to 10 more booths making it a count of 30 total. The total for the 10 more booths would be \$2726.66.