

## AGREEMENT – FOOLS FEST

This agreement made and entered into this 19<sup>th</sup> day of December, 2019 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Walking Man Brewing, LLC**, TIN 91-1985615, hereinafter referred to as “Walking Man”.

### 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 “Fools Fest” event.
3. Walking Man is uniquely qualified to manage a Fools Fest 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 Walking Man 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. Walking Man will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Walking Man will plan and operate the Fools Fest event as described on Exhibit A, incorporated herein by reference.
  - b. Walking Man 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. Walking Man will complete the work and provide the services to be performed under this agreement on or before December 31, 2020.
3. Term. The term of this agreement shall begin January 1, 2020 and end upon the completion of the project, but no later than December 31, 2020.
4. Payment.
  - a. The City will reimburse Walking Man up to \$2,500 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. The funds must be spent on marketing, advertising or promoting this event and cannot be used for staff time.
  - c. Final invoice for this agreement must be received by the City on or before January 12 2021. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**

- d. 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. Walking Man 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 "Walking Man". It is hereby understood, agreed and declared that Walking Man 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. Walking Man 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.

Walking Man 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 Walking Man 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. Walking Man shall not discriminate against any employee employed under this agreement because of race, color, religion,

age, sex or national origin. Further, Walking Man 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 Walking Man have legal authority to enter into this agreement on behalf of City and Walking Man respectively and have full authority to bind City and Walking Man 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

Walking Man

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

\_\_\_\_\_  
Tabitha Wiggins, for Walking Man Brewing

ATTEST

\_\_\_\_\_  
Leana Kinley, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney



City of Stevenson  
TOURISM FUNDING APPLICATION FORM

**Organization/Agency Information**

WALKING MAN BREWING

91-1985615

Organization/Agency

Federal Tax ID Number

TABATHA WIGGINS

Contact Name

PO BOX 337, STEVENSON, WA 98648

Mailing Address

(509) 427-5520

twiggins@walkingmanbeer.com

Phone

Email

5<sup>TH</sup> ANNUAL FOOLS FEST 2020

Name of Proposed Event/Activity/Facility

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

Amount Requested: \$2500.00

**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:  
The 5<sup>th</sup> Annual Fools Fest is scheduled to take place at Walking Man Brewing on Saturday, April 4, 2020. The event will feature local musicians through live music performances throughout the day, a silent auction to highlight local businesses and artists, food, craft beer, bubbles, lights and folly for all ages. We will have heaters and a fire, weather permitting, to create a cozy environment to celebrate the start of the spring season in Stevenson. We will encourage and offer prizes for the most “foolish” and festive costumes.
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.  
In its fifth year, Fools Fest draws tourists to an event that features fun and folly in Stevenson during the shoulder season. Through marketing and promotion, we hope to highlight local musicians though live music, feature our local businesses and artists through a silent auction and offer special beer releases and menu items to attract visitors to enjoy the event and experience our town. Expenses include staffing for planning, set up, day of execution and tear down, live music, promotion and marketing, security, permitting, licensing, insurance, food and beverage costs,

propane, table and chair rentals, decor and all other misc. expenses. Estimated total expenses for the event are \$9600. Expenses for 2020 are expected to be higher than 2019 due to increased minimum wage increase, increase in COGS and event glassware and coasters will need to be re-ordered.

3. Identify your top 5 sources of Revenue:

1. Beer & Wine Sales	\$ 3200
2. Food Sales	\$ 3000
3. Wine & Cider Sales	\$ 530
4. Raffle Ticket Sales for Silent Auction	\$ 500
5. Merchandise Sales	\$ 130

4. Do you plan to become self-funded? If yes, please describe your plan and progress to date.  
Due to the expenses and labor involved in putting on this event, it would not be possible to host this event without funding and support from The City and available TAC funding.
5. Describe your plans for advertising and promoting your proposed activity or facility.  
Through promotion to our patrons, local and regional print, digital and radio advertising, social media, press outreach, beer bloggers, printed posters and through the support of our community partners including the City of Stevenson, the Skamania County Chamber of Commerce and the Stevenson Downtown Association.
6. Explain how your activity or facility will result in increased tourism and overnight stays.  
Walking Man will attract visitors from out of town to visit and enjoy Stevenson as well as provide an event for our local community to congregate and celebrate the start of the spring season. By featuring local musicians and artists, Fools Fest is an excellent event to highlight a piece of the talent our small community has to offer. In its fifth year, it has become a welcome tradition.
7. List the number of tourists expected to attend your activity or facility in each of these categories:
1. 12 Staying overnight in paid accommodations.
  2. 20 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
  3. 350 Staying for the day only and traveling 50 miles or more from their place of residence or business.
  4. 125 Attend but are not included in any one of the categories above.
  5. 300 Estimated number of participants in any of the above categories that attend from another state or country. (Including Oregon in this estimate)
8. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.  
This event would not be possible without the support of our community partners. We will continue, to seek promotion and marketing support for Fools Fest. In addition, we have partnered with the Skamania County Fairgrounds who have generously donated an outdoor tent and fencing panels, saving us over \$1000 on tent rental fees. We will continue to partner with local businesses and artists to highlight an offer, item or gift certificate for our silent auction.

9. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility. *N/A*
10. Describe how you will encourage support of Stevenson businesses, restaurants, retail and lodging?  
*We will continue to partner with local businesses (including existing and planned lodging facilities) to highlight an item, offer or gift certificate for our silent auction, as well as items from our many talented local artists.*
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.  
*Our request for funding represents approximately 25% of the total expenses. Expenses shown below do not include taxes, insurance, licensing or my time to organize and administrate for the event.*  
 2020 Fools Fest Budget:

<b>EXPENSES:</b>	<b>2019 Actual</b>	<b>2020 Budget</b>
Live Music	\$1,800.00	\$2,000.00
Sound Engineer	\$500.00	\$500.00
Outdoor Tent Set Up & Heaters	\$250.00	\$250.00
Banners/Flyers	\$300.00	\$300.00
Silent Auction	\$300.00	\$300.00
Portable Toilets Rental	\$110.00	\$110.00
Event Glassware	\$0.00	\$450.00
Estimated Labor and Staffing	\$1,600.00	\$1,800.00
Miscellaneous Items	\$250.00	\$150.00
Advertising	\$1,200.00	\$1,500.00
F&B COGS	\$1,600.00	\$1,800.00
Promotional Coasters	\$0.00	\$500.00
<b>TOTAL EXPENSES:</b>	<b>\$7,910.00</b>	<b>\$9,660.00</b>
<b>REVENUE:</b>		
Retail Sales	\$6,500.00	\$7,000.00
City of Stevenson Funding	\$2,000.00	\$2,500.00
Raffle Auction Ticket Sales	\$500.00	\$1,000.00
<b>TOTAL REVENUE:</b>	<b>\$9,000.00</b>	<b>\$10,500.00</b>
<b>NET PROFIT:</b>	<b>\$1,090.00</b>	<b>\$840.00</b>

12. Sign and date your proposal.

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	<b>TABATHA WIGGINS</b>	October 16, 2019
Signature	Printed Name	Date