

AGREEMENT – FOOLS FEST

This agreement made and entered into this 20th day of December, 2018 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, 2019.
3. Term. The term of this agreement shall begin January 1, 2019 and end upon the completion of the project, but no later than December 31, 2019.
4. Payment.
 - a. The City will reimburse Walking Man up to \$2,000 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 13 2020. **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

Exhibit A

2019 TOURISM FUNDING APPLICATION FORM

Submitted by: Tabatha Wiggins, Walking Man Brewing

Contact Person: Tabatha Wiggins

Mailing Address: PO Box 337, Stevenson, WA 98648

Phone: (509) 427-5520

Email: twiggins@walkingmanbeer.com

Name of Proposed Event: Fools Fest 2018

1. Describe your organization. Include your TIN/EIN if applicable.

Walking Man Brewing has been a destination for beer enthusiasts, outdoor adventurers and Stevenson travellers for nearly 18 years. It is often described as being an integral business in “putting Stevenson on the map” and drawing tourists from near and far.

EIN: 91-1985615

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.

FOOLS FEST will be held at Walking Man Brewing on Saturday, April 6, 2019, from 12:00pm to 10:00pm. The event will feature live music all day, kicking off with a call to the city by the Skamania Pipers. The event will take place indoors at Walking Man Brewing and under a tent covering the outdoor beer garden and stage. 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 festive costumes and invite those who want to increase the fun and folly with their “Fools”. The event is free for all ages. This year we also hope to make the event an outreach event and development opportunity for the Stevenson Downtown Association, A Main Street Organization (SDA).

3. How much are you requesting from City of Stevenson Lodging taxes?

To help fund marketing and advertising to promote the event and encourage travel to Stevenson, we are requesting the amount awarded for the 2018 event. \$2000.

4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

In 2018 we spent roughly \$2200 on promotion and advertising, approximately \$2,000 on musicians, sound tech, fun décor elements including laser lights, smoke machine and bubble machine. The event is intended as a fun event to promote Walking Man Brewing and The City of Stevenson as a destination. It is not intended to be a source of revenue for Walking Man. The 2018 event was free for all ages and provided a fundraising opportunity for the Stevenson Volunteer Firefighters Association.

Walking Man covers the expenses of staff, set up, tear down, security, permitting, licensing, insurance, food and beverages, propane for heaters, table and chair rentals, decor and all other misc. expenses. We were able to borrow a tent from the Fair Board, helping to cut costs in 2018 and hope to do so again (especially with the new tent without holes in it ☺). We estimate our \$2000 request is approximately 25% of the total expenses.

5. Please describe your current fund-raising efforts for this project.

We are seeking support from the SDA, the Fair Board (via borrowing equipment / tent) and community volunteers. The TAC funding will help make it possible for Walking Man to continue hosting an event for the benefit of Stevenson, the community and our visiting guests.

6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

We hope that with the support of the SDA and other community groups and personal volunteers that we can continue to reduce costs, attract more visitors and make our community a more welcoming and vibrant place to visit.

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

Social Media campaign, press release to local and regional media, print ads in local and regional publications, posters and flyers, radio advertising, cross-promotion with our community partners at the the Skamania Chamber of Commerce and the Stevenson Downtown Association, promotion at the brewpub and in Stevenson via coasters and print materials and soliciting promotional support from our Breweries in the Gorge partners and North Bank Brewer's Guild partners.

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

Fun events bring visitors!

9. List the number of tourists expected to attend your activity or facility in each of these categories:

- a. Staying overnight in paid accommodations. 15
- b. Traveling 50 miles or more from their place of residence or business. 50
- c. Traveling from another state or country. 30

10. 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.

We will continue to utilize and appreciate the partnerships we've developed and as described above, hope to make this an outreach and development event for the SDA.

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

Walking Man would love to collaborate with any eligible agency who could construct or provide a site

to store event materials including tents, staging, lighting, tables, seating, etc. Additionally, fencing and other items we currently own and loan to other local events could be stored there for the community to utilize for other events. We would also love to see a nice sign board(s) constructed at the edge of town for upcoming event signage that looks appealing and professional and represents the aesthetic we hope will encourage return visitors and participants to our events and projects.

12. How will the Stevenson community benefit from your project?

We all benefit by working together to continue to provide innovating reasons for travelers to enjoy visiting our beautiful town. We have so much to offer and Walking Man has been a central gathering space for many in our community for nearly 18 years.

13. Sign and date your proposal.

A handwritten signature in black ink, appearing to read 'T. Wiggins', written in a cursive style.

Tabatha Wiggins, Managing Partner
Walking Man Brewing
10-17-2018