

AGREEMENT –SKAMANIA PIRATE FESTIVAL

This agreement made and entered into this 10th day of December, 2020 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Choice Events**, EIN 46-3780908, hereinafter referred to as “Choice Events”.

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 “Pirate Festival” event.
3. Choice Events is uniquely qualified to manage a Pirate Festival 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 Choice Events 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. Choice Events will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. Choice Events will plan and operate the Pirate Festival event as described on Exhibit A, incorporated herein by reference.
 - b. Choice Events 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. Choice Events will complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Term. The term of this agreement shall begin January 1, 2021 and end upon the completion of the project, but no later than December 31, 2021.
4. Payment.
 - a. The City will reimburse Choice Events up to \$8,400 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 2022. **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. Choice Events 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 "Choice Events". It is hereby understood, agreed and declared that Choice Events 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. Choice Events 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.

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

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

CHOICE EVENTS

Scott Anderson, Mayor

Rusty Hoyle, for Choice Events

ATTEST

Leana Kinley, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2021 TOURISM FUNDING APPLICATION

Submitted by: Choice Events/Craft Nation

Contact Person: Rusty Hoyle

Mailing Address: 1330 Grand Pl, Vancouver, WA 98661

Phone: 503-758-7273

Email: theCraftWinefest.Rusty@gmail.com

Stevenson/Skamania Pirate Festival - August 27-29, 2021

Choice Events was founded in 2013. We are the producers of the Craft Beer & Wine Fest of Vancouver, USA. We specialize in outdoor events to attract tourism. EIN: 46-3780908 UBI: 603-336-270

We wish to have a pirate festival at the Port of Stevenson, where we will have family activities, pirate acts, live music, beer garden, snack food and a cannon fight between the shore and Lady Washington. The boat will dock at the port which will be overtaken by pirates, and then people can tour the ship. These types of events draw about 5,000 unique people annually to like festivals, and there is a need for one in our area. Pirate festivals on water tend to draw the maximum crowd. This will take about \$16,800 to produce, which will attract visitors from out of state, a bunch of festival goers from the Seattle Metro area, Idaho, Oregon and California. These are traveling festival goers. After collecting entrance fees from attendees, our company will have enough capital to be self sufficient to bring back the pirate festival in future years.

We will be seeking local and corporate sponsors to raise funds to support the festival. Sponsorships along with vendor booth fees and help from the Tourism Advisory Committee will make this event possible.

Please see the attached paperwork for budget goals. \$16,800 is the cost to put this on, we'll match \$16,800 through sponsorships to pay for supplies to run the festival.

This event will be advertised on Facebook and other social media channels, targeted to pirate groups. We've also spoken with the owners of the big renaissance fair in Bonney Lake and Olympia, they have agreed to help spread the

word to their festival goers, as we are connected through family members. There is no competition for like festivals in the region August 27-29.

People travel to these types of festivals, stay the night, and attend multiple days. We will have multiple day passes available for purchase. Please see application for potential hotel stays.

We are working with the Chamber of Commerce and Skunk Brothers Spirits to include any local business that would like to participate. Our goal is to build relationships with many local businesses and hold this festival annually.

We expect to pack the town for this festival.



City of Stevenson
TOURISM FUNDING APPLICATION FORM

Organization/Agency Information

Choice Events EIN:46-3780908
Organization/Agency Federal Tax ID Number

Rusty Hoyle
Contact Name

1330 Grand Pl, Vancouver, WA 98661
Mailing Address

503-758-7273 thecraftwinefest.rusty@gmail.com
Phone Email

Skamania Pirate Festival-Port of Stevenson
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 16,800

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 want to have a pirate festival on the waterfront near the pier. We're working with Skunk Brothers Spirits.
Activities include live music, food, balloon swords, pirate activities, family friendly with a beer garden.
We're looking to get Lady Washington to come dock at the port for this event. All local businesses will be featured
in one way or another to promote Stevenson.

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.
August 13-15, 2021. We use targeted Facebook ads to create awareness and interest in the event. We work
with an ad agency to ensure our ads are targeted to the right people. We also know the other
pirate festivals in the PNW, they have agreed to help us get our message out to their festival goers. We would like

to promote other Stevenson events at our Pirate Festival to raise awareness within the new people we attract to the event.

3. Identify your top 5 sources of Revenue:

1. Ticket Sales	\$ 80,000
2. Beer Garden	\$ 10,000
3. Sponsorships	\$ 8,000
4. Vendor Booths	\$ 2,000
5. Concessions	\$ \$1,500

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

Yes. We are asking for a one time injection of \$25,000 for marketing, production and permits. Proceeds will benefit future pirate festivals in Stevenson, and a local non-profit 501(c)3 from beer sales. We will keep funds in our account to be used for next year's Pirate Fest in the same location.

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

Facebook, print ads, emails. We are very well connected (family) with other pirate festivals in the PNW. They have agreed to be a part of this event, so we have access to pirate ships, axe throwing, a fun jail, as well as the email list those festivals, and can easily get a pirate audience. They love these events, and are eager to try new venues. Stevenson is perfect for this event.

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

This is a 2 day festival. Our audience travels from Idaho, Oregon, Seattle, and all over the West coast. They are die hard pirate festival goers, they are known for traveling to these types of events and staying in a hotel.

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

1. 1200 Staying overnight in paid accommodations.
2. 1000 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
3. 800 Staying for the day only and traveling 50 miles or more from their place of residence or business.
4. 800 Attend but are not included in any one of the categories above.
5. 2000 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 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 work with all Stevenson businesses to make sure they have an equal opportunity to participate.

We are all inclusive, especially with local businesses. If a business can provide a service at the festival, we will not allow competing vendors in from out of town. We invite all local parties that wish to participate in this festival.

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 have advertising available with priority on Stevenson businesses. Advertising comes with an optional booth at the event. It's in our best interest that people stay the night, and return to the festival the second day. Our food will be somewhat limited, encouraging people to stop into a local business for breakfast and dinner.

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.

	Rusty Hoyle	9/29/2020
Signature	Printed Name	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.