

AGREEMENT

This agreement made and entered into this 16th day of December, 2021 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Jeanie Sherman, dba X-Fest Northwest, hereinafter referred to as “X-Fest”.

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 Christian music festival.
3. X-Fest is uniquely qualified to manage a Christian music festival 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 X-Fest 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. X-Fest will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
 - a. X-Fest will plan and operate X-Fest Northwest as described on Exhibit A, incorporated herein by reference.
 - b. X-Fest 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. X-Fest will complete the work and provide the services to be performed under this agreement on or before December 31, 2021.
3. Payment.
 - a. The City will reimburse X-Fest up to \$1,000 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. Final invoice for this agreement must be received by the City on or before January 17, 2023. **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.
4. 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.

5. 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.
6. Financial Records. X-Fest 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.
7. Status of "X-Fest". It is hereby understood, agreed and declared that X-Fest 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.
8. Insurance and Liability. X-Fest 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.

X-Fest 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 X-Fest employees, agents, contractors, subcontractors or other representatives.
9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. 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.
11. Equal Opportunity and Compliance with Laws. X-Fest shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, X-Fest shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

12. 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.

13. 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.

14. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and X-Fest have legal authority to enter into this agreement on behalf of City and X-Fest respectively and have full authority to bind City and X-Fest 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

Jeanie Sherman

Scott Anderson, Mayor

X-Fest Owner

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

Tree of Life Church//XFest NW 93-1322228
Organization/Agency Federal Tax ID Number

Jeanie Sherman
Contact Name

PO Box 908 Stevenson, Wa 98648
Mailing Address

971-207-7416 XFestNW@gmail.com
Phone Email

XFestNW
Name of Proposed Event/Activity/Facility

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

Amount Requested: \$ 7,500

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:
X-Fest NW is a Christian arts, drama, dance, music and family festival. It is a showcase for independent Christian artists from all over the USA, Canada and the world.

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.

XFest NW is an established event on Labor Day Weekend. This coming year, 2022, the dates are September 2nd thru September 4th. For the past nineteen years we have attracted artists to the City from all over the US, Canada and the World. In 2021 we had Aron Noll from Israel. We also had the Extreme Tour out of Nashville stay the weekend. The Extreme Tour contracts bands and singer songwriters from all over the United States and Canada. We encourage

families to camp for the weekend to enjoy the beauty of Stevenson. There are workshops for adults and children's activities.

Our expected costs are around \$15,500.

3. Identify your top 5 sources of Revenue:

1. Morgan Stanley	\$ 2500
2. Private Donations	\$ 2500
3. Silent Auction and Raffle Tickets	\$ 1000
4. Rest Stop Fund Raiser	\$ 1500
5. Music Concert Fund Raiser	\$ 500

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

Yes, Our current fundraising efforts for X-Fest Northwest 2022 will consist of :

- 1) Supplying cookies and coffee at Washington state rest stops.
 - 2) Four or more music concerts at the Grange on St Johns Road, Vancouver, Wa.
 - 3) Seeking private donations from individuals and businesses.
 - 4) Applying for grants
 - 5) Silent auction and Raffle tickets
 - 6) We are considering charging at the gate. Right now it is a free event for families and artists.
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5. Describe your plans for advertising and promoting your proposed activity or facility.

A) Radio Advertising – Fish and KLOVE radio stations broadcasts in Oregon and Washington.

B) Postcards – Notifying churches and youth groups

C) Newspaper Ads – Christian News Northwest, distributed throughout the entire Northwest. A&E ad in Oregonian newspaper, distributed throughout Oregon and Washington.

D) Headline bands – Booking nationally known bands will draw a larger crowd. David Crowder

E) Posters and flyers - Distributed throughout the Northwest , The Extreme Tour distributes flyers, and posters and talks about XfestNW nationally while touring. They also have a seminar in Nashville, called the Objective where Xfest (located in Stevenson, Wa) is offered to bands as an option.

F) Internet Advertising - Our internet address is www.Xfestnw.org. We are listed with Twitter and Face book . All bands and artists advertise Xfest NW on their Facebook sites. We advertise with Sonicbids, and are also listed with several search engines. We use an e-mail list to personally invite more people to join us.

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

With advertising we will draw tourists due to the attraction of headlining and local bands in addition to individual artists and speakers and family activities. There is potential for patrons to stay five nights either by camping at the fairgrounds or in hotel rooms and utilizing local restaurants and shops. This past year there were several attendees with RV's that hooked up to the RV sites on the fairgrounds. Since we did not rent the RV side of the Fairgrounds, our attendees paid Skamania County Fairgrounds for their hook ups at \$25 a night or \$75 for three nights.

7. *List the number of tourists expected to attend your activity or facility in each of these categories(*required):
1. 250 Staying overnight in paid accommodations.
 2. 50 Staying overnight in unpaid accommodations (with friends or family) and traveling 50 miles or more from their place of residence or business.
 3. 100 Staying for the day only and traveling 50 miles or more from their place of residence or business.
 4. 50 Attend but are not included in any one of the categories above.
 5. 250 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 utilize all of the advertising opportunities available with the Chamber of Commerce including the weekly newsletters and materials that get distributed around Oregon and Washington. We plan on partnering as much as possible with the Chamber.

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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?
- Because we don't have vendors on sight, attendees will purchase commodities in town which adds to Stevenson's economy. Also Stevenson has wonderful quaint shops that attract our attendees. Not every one likes to camp for three nights so some attendees will utilize lodging in Skamania county. We also advertise A&J Select Grocery Store on our schedules.

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.

Forecasted Expenses:

Fairgrounds - 3100

Sound - 1750

Bands - 5000

Food for volunteers and bands - 750

Advertising - 3000

Insurance - 200

Updating Website -1200

Misc. - 500

(sanitizer, masks, water, coffee, paper plates & cups, plastic ware, cleaning products, schedules, wrist bands)

TOTAL - \$15,500

The amount requested is \$7,500.00 which is 48% of our budget.

12. Sign and date your proposal.


Signature

Jeanie Sherman

Printed Name

09/29/2021

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.