

AGREEMENT

This agreement made and entered into this 21st day of June, 2018 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, 2018.
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 11, 2019. **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 Johnson, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

2018 TOURISM FUNDING APPLICATION FORM

Submitted by:

Contact person: Jeanie Sherman

Mailing Address: PO Box 908 Stevenson, Wa. 98648

Phone: 971-207-7416

Email: XfestNW@gmail.com

Name of proposed event: X-Fest Northwest

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

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

TIN/EIN: 93-1322228

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the Call for Proposals for criteria and items to be prioritized by the Tourism Advisory Committee.

X-Fest Northwest has always been Labor Day Weekend. This year the dates are August 31st thru September 2nd. For the past fifteen years we have attracted visitors to the City from all over the United States and Canada. One year we had two boys from Africa. Last year we had a family from Israel. Because we are an established event, many people look forward to it and plan on attending.

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

\$5,000.00

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

Forecasted Revenue:

Washington Dept. of Transportation rest stop fund raiser - 2000

Solid State Ministry fund raiser music concerts - 500.00

Morgan-Stanley - 2000

Private Donations - 4084

TOTAL - \$8584

Forecasted Expenses:

Fairgrounds - 3334

Sound - 1750

Bands - 1775

Food for volunteers and bands - 750

Advertising - 5025

Insurance - 300

Stage rental - 100

Misc. items (paper plates, plastic ware, cleaning products, etc.) - 550

TOTAL - 13584.

This request for funds represents 36.81% of our budget.

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

Our current fundraising efforts for X-Fest Northwest consist of :

- 1) supplying cookies and coffee at Washington state rest stops.
- 2) four or more music concerts at Solid State Ministry Outreach
- 3) seeking private donations from individuals and businesses.
- 4) applying for a google grant

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.

In the future we will raise revenues by advertising and selling online tickets, which will increase attendance and sales. We will raise funds by supplying cookies and coffee at the Washington state rest stops and continuing fundraising concert series. We will also continue to seek out individuals and businesses for donations

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

- A) Radio Advertising – KPDQ radio covers 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
- E) Posters and flyers - Distributed throughout the Northwest , The Extreme Tour distributes flyers, and posters and talks about X-fest nationally while touring. They also have a seminar in Nashville, called the Objective where X-fest (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 Northwest on their Facebook sites. We advertise with Sonicbids, and are also listed with several search engines. We use the old TOM e-mail list to personally invite more people to join us.
- G) Utilize the help of the company H2 to update web design and Facebook maintenance and advertising.
- H) Tim Shampoe from the Bridge Church in Stevenson, Wa, will be in involved in local advertising

8. 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. 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.

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

- a. Staying overnight in paid accommodations. - 100 people
- b. Traveling 50 miles or more from their place of residence or business. - 500 people
- c. Traveling from another state or country. - 500 people

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 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 also will utilize street light pole advertising in Stevenson. We plan on partnering as much as possible with the Chamber.

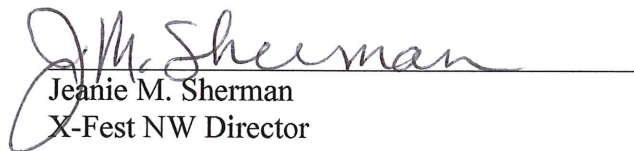
11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

NA

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

Because we don't have vendors on sight, attendees will purchase commodities in town which adds to Stevenson's economy. Residents of Stevenson can attend for one day free.

13. Sign and date your proposal. You may attach additional information to help the Tourism Advisory Committee evaluate your proposal.


Jeanie M. Sherman
X-Fest NW Director

5-23-2018
Date