

CONTRACT FOR SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into on June____, 2026, by and between LEWIS COUNTY (the “County”) and Plus1 Productions (the “Rodeo Producer”).

RECITALS

WHEREAS, the County is hosting a Rodeo for the community to take place at the Southwest Washington Fair; and

WHEREAS, the County desires to engage the Rodeo Producer to produce the Lewis County Rodeo on August 13TH & 14TH 2026; and

WHEREAS, the Rodeo Producer has the ability to assist the County through its professional expertise, knowledge, and experience and is ready, willing, and able to provide such services, subject to the conditions hereinafter set forth.

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the parties agree as follows:

1. LINE OF AUTHORITY: Alex Murray, the Lewis County Facilities Director (the “Authorized Representative”), is designated as Authorized Representative of the County for the purpose of administering, coordinating, and approving the work performed by the Rodeo Producer under this Agreement.

2. SCOPE OF SERVICES: All services described in Exhibit A, attached hereto and incorporated herein, shall be performed by Rodeo Producer.

The County may, from time to time, request changes to the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Rodeo Producer’s compensation which are mutually agreed upon between the County and Rodeo Producer, shall be in writing and shall become part of this Agreement upon execution.

The Rodeo Producer agrees to diligently and professionally perform all the services described herein in a manner satisfactory to the Authorized Representative. It is also understood and agreed that the Rodeo Producer shall not, in performing services hereunder, undertake any action or activity prohibited by the terms of any lease, permit, license, or other agreement in effect during the term hereof between the Rodeo Producer and the County for the use and occupancy by the Rodeo Producer of any County facilities or space.

3. COMPENSATION: Subject to the maximum contract liability and all other provisions of this Agreement, the County agrees to pay to the Rodeo Producer, and the Rodeo Producer agrees to accept payment as described in Exhibit B, attached hereto and incorporated herein, during the term hereof, in accordance with the terms set forth herein.

4. MAXIMUM CONTRACT EXPENDITURE: The amount of funds appropriated for this Agreement is not to exceed Seventy-Six Thousand Five Hundred Dollars (\$76,500.00) for fiscal year 2026. In no event shall the County be liable for payment under this Agreement for any amount in excess thereof. The County is not under obligation to make any future appointment or allocation to this Agreement nor is anything set forth herein a limitation of liability for Rodeo

Producer. Any potential expenditure for this Agreement outside the current fiscal year is subject to future annual appropriation of funds for such proposed expenditure.

5. TERM: It is mutually agreed by the parties that the term of this Agreement shall be the summer of 2026, commencing with the Lewis County Rodeo on August 13th & 14th, 2026, and ending with the site being cleared of all equipment, material, and livestock by 9:00 am, August 16th, 2026. The County **may, at its sole discretion, renew this Agreement for up to two (2) additional one-year terms by giving written** notice to the Rodeo Producer by November 30th of each year for the following year. This Agreement and/or extension of its original term shall be contingent upon annual funding being appropriated, budgeted, and otherwise made available for such purposes and subject to the County's satisfaction with all products and services during the preceding term.

6. INVOICES: Payments shall be made to the Rodeo Producer based upon invoices submitted by the Rodeo Producer, provided such invoices have been approved by the Authorized Representative. Payments will be made to the Rodeo Producer within thirty (30) days, or within a mutually agreed upon period after County has received the completed invoices from the Rodeo Producer and is subject to the terms of Exhibit B. The County reserves the right to require additional documentation such as winner payouts. The signature of an officer of the Rodeo Producer shall appear on all invoices certifying that the invoice has been examined and found to be correct.

7. CONFLICT OF INTEREST: The Rodeo Producer agrees that no official, officer, or employee of the County shall have any personal or beneficial interest whatsoever in services or property described herein, and the Rodeo Producer further agrees not to hire, pay, or contract for services any official, officer, or employee of the County. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or work of the Rodeo Producer by placing the Rodeo Stock Contactor's own interests or interest of any party with whom the Rodeo Producer has a contractual arrangement, in conflict with those of the County.

8. INDEMNIFICATION: To the fullest extent permitted by law, the Rodeo Producer agrees to indemnify, defend, and hold the County and its departments, elected, and appointed officials, agents, and volunteers, harmless from and against any and all claims, damages, losses, and expenses, including but not limited to court costs and attorney's fees, , for any personal injury, for any bodily injury, sickness, disease, or death and for any damage to or destruction of any property (including the loss of use resulting therefrom) which 1) are caused in whole or in part by any act or omission, negligent or otherwise, of the Rodeo Producer, its employees, agents or volunteers, and/or Rodeo Producer's subcontractors and their employees, agents or volunteers; or 2) are directly or indirectly arising out of, or resulting from, the performance of this Agreement. This indemnification obligation of the Rodeo Producer shall not apply if the claim, damage, loss, or expense is caused by the sole negligence of the County. This indemnification obligation shall not be limited in any way by the Washington State Industrial Insurance Act, RCW Title 51, or by application of any other workmen's compensation act, disability benefit act, or other employee benefit act, and the Rodeo Producer hereby expressly waives any immunity afforded by such acts. The foregoing indemnification obligations of the Rodeo Producer are a material inducement to

County to enter into this Agreement, are reflected in the Rodeo Producer's compensation, and have been mutually negotiated by the Parties.

9. INDEPENDENT CONTRACTOR: The Rodeo Producer is an independent contractor and is free to perform services for other clients. Notwithstanding any provision of this agreement, all personnel assigned by the Rodeo Producer to perform work under this agreement shall be and remain at all times employees of the Rodeo Producer for all purposes. THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKER'S COMPENSATION OR UNEMPLOYMENT BENEFITS THROUGH THE COUNTY.

Rodeo Producer assumes full responsibility to ensure that all its employees, agents, representatives, and subcontractors, if any, who perform work or provide services under this agreement are eligible to work according to all applicable state and federal laws and regulations.

Rodeo Producer shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives, if any. No subcontractor, employee, agent, or representative of Rodeo Producer, if any, shall be or deemed to be or act or purport to act as an employee, agent, or representative of the County.

Rodeo Producer assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes, fees, licenses, excises, or payments required by any city, county, state, or federal law which is nor or may during the term of this agreement be enacted as to all Rodeo Producer's employees, agents, or representatives, and as to all Rodeo Producer's duties, activities, and requirements in performance of the work on under this agreement. Rodeo Producer shall at all times maintain such unemployment insurance and workers' compensation insurance as may be required by applicable law in full force and effect for all of its members principals and employees who may, from time to time, perform work or services pursuant to this agreement.

10. ASSIGNMENT: The Rodeo Producer covenants and agrees that it will not assign or transfer its rights hereunder, or subcontract any work hereunder, either in whole or in part, without the prior written approval of the Authorized Representative. Any attempt by the Rodeo Producer to assign or transfer its rights hereunder shall, at the option of the Authorized Representative, void the assignment or automatically terminate this Agreement and all rights of the Rodeo Producer hereunder.

12. COUNTY REVIEW OF RECORDS: The Rodeo Producer agrees upon request of the Authorized Representative, at any time during the term of this Agreement, or seven (7) years thereafter, it will make full disclosure to the County and make available for inspection and audit upon request by the Authorized Representative, the County Auditor, or any of their authorized representatives, all of its records associated with work performed under this Agreement for the purposes of making an audit, examination, or excerpts. The Rodeo Producer shall maintain such records until the expiration of seven (7) years following the end of the term of this Agreement.

13. OWNERSHIP OF DOCUMENTS: Drawings, specifications, guidelines, and any other documents prepared by the Rodeo Producer in connection with this Agreement shall be property of the County.

14. ASSIGNMENT OF COPYRIGHTS: The Rodeo Producer assigns to the County the copyrights to all works prepared, developed, or created pursuant to this Agreement, including the right to: 1) reproduce the work; 2) prepare derivative works; 3) distribute copies to the public by sale, rental, lease, or lending; 4) perform the works publicly; and 5) display the work publicly. The Rodeo Producer waives its rights to claim authorship of the works, to prevent its name from being used wrongly in connection with the works, and to prevent distortion of the works.

15. TERMINATION: The County shall have the right to terminate this Agreement, without cause, for its convenience by giving written notice to the Rodeo Producer of such termination and specifying the effective date thereof, which notice shall be given at least sixty (60) days before the effective date of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Rodeo Producer pursuant to this Agreement shall become the County's property. The Rodeo Producer shall be entitled to receive compensation in accordance with this Agreement for any satisfactory work completed pursuant to the terms of this Agreement prior to the date of notice of termination. Notwithstanding the above, the Rodeo Producer shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Rodeo Producer.

16. NOTICES: Notices concerning termination of this Agreement, notices of alleged or actual violations of the terms or provisions of the Agreement, and all other notices shall be made as follows:

By the Rodeo Producer

to: Alex Murray, Director
Lewis County Facilities
1909 South Gold Street
Centralia, WA 98531
Alex.murray@lewiscountywa.gov

By the County

To: John Jardine, Principal
Plus 1 Productions
2320 Airport Road
Montague, CA 96064
Productionsplusone@gmail.com

Said notices shall be delivered personally during normal business hours to the appropriated office above, or by prepaid first class U.S mail, via facsimile, email, or other method authorized in writing by the Authorized Representative. Mailed notices shall be deemed effective upon receipt or three (3) days after the date of mailing, whichever is earlier. The parties may from time to time designate substitute addresses or person where and to whom such notices are to be mailed or delivered, but such substitutions shall not be effective until actual receipt of written notification.

17. NONDISCRIMINATION: In connection with the performance of work under this Agreement, the Rodeo Producer agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matter of compensation against any person who otherwise qualifies, solely

because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability.

18. GOVERNING LAW; VENUE: In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the courts of the State of Washington in and for the County of Lewis. The Agreement shall be governed by the law of the State of Washington.

19. COMPLIANCE WITH ALL LAWS AND REGULATIONS: All of the work performed under this Agreement by the Rodeo Producer shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Washington. The Rodeo Producer shall also comply with all applicable ordinances, regulations, and resolutions of the County and shall commit no trespass on any public or private property in the performance of any of the work embraced by this Agreement.

20. SEVERABILITY: In the event any of the provisions of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining provisions shall not be affected. Should either party fail to enforce a specific term of the Agreement it shall not be a waiver of a subsequent right of enforcement, nor shall it be deemed a modification or alteration of the terms and conditions contained herein.

21. NO THIRD PARTY BENEFICIARIES: The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to the County and the Rodeo Producer, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person under such Agreement.

22. PRIORITY OF PROVISIONS: In the event that any terms of this Agreement and any Exhibit, attachment, or other referenced document are inconsistent, the following order of priority shall control:

1st This Agreement, sections 1 through 27

2nd Exhibit C- Insurance Requirements

3rd Exhibit A – Scope of Services

4th Exhibit B- Method of Payment

23. HEADINGS; RECITALS: The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. The Recitals to this Agreement are incorporated herein.

24. ENTIRE AGREEMENT: The parties acknowledge and agree that the provisions contained herein constitute the entire agreement and that all representations made by any commissioner, official, director, committee/commission member, agent, or employee of the respective parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement shall be valid unless they are contained in writing and executed by all the parties with the same formality as this Agreement. The parties hereto acknowledge, represent, warrant, and agree that they have read this agreement, fully

understand the terms thereof, and have had the opportunity to seek independent legal counsel with respect thereto before signing. This agreement is executed by the parties without reliance upon any statement or representation by the persons or parties herein, or their attorneys or representatives, if any, other than those set forth in this agreement.

25. INSURANCE: The Rodeo Producer shall be required to maintain the insurance requirement provided in Exhibit C attached hereto and incorporated herein by reference. Rodeo Producer shall provide evidence that such requirements have been met and shall provide updated information to the County in the event any changes are made to the Rodeo Producer's insurance coverage during the term of this Agreement.

26. FORCE MAJEURE: No party shall be liable for failure to perform hereunder if such failure is the result of force majeure. Any time limit shall be extended for the period of any delay resulting from any force majeure, or this Agreement may be terminated if such delay makes performance of the Agreement impossible or impracticable. Force majeure shall mean causes beyond the reasonable control of a party such as, but not limited to, weather conditions, faults by contractors, subcontractors, utility companies or third parties, fire or other casualty or action of government authorities.

27. COUNTY EXECUTION OF AGREEMENT: This Agreement is expressly subject to, and shall not be or become effective or binding on the County, until execution by all signatories of the County.

28. TIME IS OF THE ESSENCE: Time is of the essence for all terms, conditions, obligations, and duties set forth or referred to in this agreement.

29. WAIVER: Waiver. Waiver of any default or breach shall not be deemed a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this agreement unless stated to be such in writing and signed by the parties hereto or by their authorized representatives.

30. SURVIVAL: Survival of Contract. This Agreement shall be binding upon and inure to the benefit of the parties hereto and all of their respective heirs, successors, and assigns. The terms, conditions, and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation, or termination of this Agreement shall so survive.

31. INTERPRETATION OF THIS AGREEMENT: This agreement was negotiated and drafted jointly by the parties, and it shall not be construed against either party in case of any dispute.

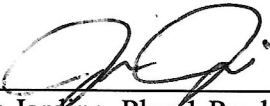
32. AUTHORITY. The parties each acknowledge, represent, and warrant that they have the full right, power, and authority to enter into this agreement. Each person signing this agreement on behalf of an entity represents and warrants that he or she has the full right, power, and authority to bind their respective entity, their respective entity has approved this Agreement and authorized them to sign it, and their respective entity is duly formed and in good standing.

33. **SAFETY:** County delegates to Rodeo Producer, and Rodeo Producer agrees to assume, any duty County has to exercise reasonable care to make the premises and work area safe, and Rodeo Producer agrees to: abide by all applicable laws, be solely responsible for health and safety of all persons providing service, and create and post a site-specific worker safety plan in advance of gaining access to the work area. Rodeo Producer represents that it is a professional company with the knowledge and experience to reasonably assume such a delegation and to work in the presence of any known or obvious dangers by taking appropriate precautions and by using and providing proper equipment for itself and its employees.

IN WITNESS WHEREOF. The County and the Rodeo Producer have executed this Agreement as of the above date.

PLUS 1 PRODUCTIONS

LEWIS COUNTY WASHINGTON

BY: 
John Jardine, Plus 1 Productions

BY: _____
Alex Murray, Director,
Lewis County Facilities

DATE: 6/16/26

DATE: _____

Exhibit A

SCOPE OF SERVICES

Rodeo Production Producer shall furnish the following:

- I. Rodeo Producer shall produce a performance rodeo to take place during the 2026 Southwest Washington Fair commencing on the 13th & 14th of August, 2026 at the Southwest Washington Fairgrounds, Centralia, WA

Performance rodeo to include:

- i. A full rodeo with events consisting of Bull Riding, Bareback Riding, Saddle Bronc Riding, Breakaway Roping, Team Roping, Barrel Racing, Tie Down Roping, Steer Wrestling, plus the crowd-pleasing mutton busting. There is an expectation of increased audience participation events.
- ii. The Rodeo Producer will apply within ten (10) days of signed contract to have the rodeo sanctioned by the NPRA with a request for it to be dual sanctioned by Pro-West. Rodeo Producer will make good faith efforts to meet the requirements for sanctioning.
- iii. Mutton Busting will be facilitated and arranged by the Lewis County Rodeo Advisory Committee. Time during the Rodeo must be arranged between producer and the County. Support from the producer as far as pens for the sheep, and moving them within the pens and arena will be needed.
- iv. Event must be a minimum of two hours, no longer than 4 hours from start to finish.

- II. Rodeo Producer shall furnish all supervision, quality stock, and equipment necessary to operate and organize all rodeo productions and slack including the following:

- i. Stock to cover all entries excluding sheep for mutton busting.
- ii. Announcer, at least two pick up men, arena directors, judge and timer, rodeo equipment, flags, barrier, electric eye, at least two bull fighters, time keepers, arena secretary, barrel man, rodeo clown assistance with rough stock chutes and sorting bulls.
- iii. Rodeo arena and chutes (including staff for complete set up/tear down and site must be cleared by 9AM August 15th, 2026)
- iv. Rodeo Producer agrees that all livestock furnished under this agreement shall meet industry standards and be comparable in quality and condition to stock used at similar rodeo events within the region.

Producer's Initials:



County Initials: _____

- III. Rodeo Producer shall be responsible for all feeding and watering of livestock. Rodeo Producer is responsible for all injured livestock or for the loss of any livestock.
- IV. Rodeo Producer is responsible for the proper disposal of deceased livestock.
- V. Prize money (winnings and buckles) for each event is included as part of the payment from the County to the Rodeo Producer. If an event does not have a winner, the prize money of said event will be forwarded to the NPRA for the "finals fund" per NPRA sanction requirements.
- VI. Entry fees from all participants will be paid to Rodeo Producer who will then ensure that 100% of the entry fees are paid back to the winning contestants in each event.
- VII. The rodeo shall be under the sole supervision control and responsibility of the Rodeo Producer.
- VIII. Rodeo Producer will provide by May 31, 2026, the order of events. The contestant list will be provided by August 8th, 2026.

Lewis County will provide the following:

- I. Guidance from the Lewis County Rodeo Advisory Committee.
- II. Administrative business promotion and advertising of the rodeo, including ticket sales. Paid for by the County
- III. Arrange for EMT, Ambulance and Fire Watch to be on site for the duration of the event. Paid for by the County.
- IV. Facilitate the Mutton Busting event including the coordination of entries, sheep & awards. Time must be allowed for this event within the Rodeo production.
- V. Provide a sound system for the event. Does not include hands-free device but has the capability.
- VI. Provide ticketing and crowd control staff with any costs incurred paid for by the county.
- VII. Camping spaces for Rodeo Production Team (up to 8 dry camping spots).
- VIII. County will keep all sponsorship funds received.

Producer's Initials:



County Initials: _____

Exhibit B
METHOD OF PAYMENT

The County shall pay the Rodeo Producer a deposit of fifty percent (50%) of the contracted amount upon receipt of an invoice and proof of insurance. The invoice may be submitted no earlier than thirty (30) days prior to the event.

The additional fifty percent (50%) shall be paid at the conclusion of the event.

The agreed amount includes:

- A full rodeo production with the following events: Bull Riding, Saddle Bronc Riding, Bareback Riding, Breakaway Roping, Team Roping, Tie-Down Roping, Steer Wrestling, Barrel Racing, Mutton Busting and additional audience interaction activities.
- All required roughstock and timed event livestock.
- All required arena and back pen components (roping chute/boxes, panels, gates, bucking chutes, barrels, etc).
- High energy opening ceremony
- Announcer – approved by Lewis County
- Sound Tech
- Pickup People
- Bullfighters
- Judges
- Secretary
- Timers
- All production labor
- Contestant awards (buckles for each event and men's/women's all-around)
- Added money in the amount of \$2,500 per riding event, \$500 per timed event) to ensure quality contestants. In the event there is not a winner in an event, the final amount to be paid by the County will be reduced by the purse amount for that event.
- Required general liability insurance as indicated in Exhibit C.

Payouts (if sanctioned, will follow the payout rules of the sanctioning body):

Additionally, the Payouts will be 100% of the Entry Fees (as specified below) with a guaranteed purse from the Rodeo Producer of at least as indicated in the chart below:

Roughstock Events – Added money \$2500 for a total purse of \$3500 based on 10 contestants at \$100 per contestant.

1st=\$1,400

3rd = \$700

2nd = \$1,050

4th = \$350

Timed Events – Added Money \$500 for a total purse of \$1500 based on 10 contestants at \$100 per contestant.

1st=\$840

2nd = \$560

3rd = \$100

Producer's Initials:



County Initials: _____

Exhibit C

INSURANCE REQUIREMENTS

A. Insurance Requirements

The Rodeo Producer shall maintain commercial general liability insurance from an insurer licensed to do business in the State of Washington with coverage of not less three million dollars (\$3,000,000) per occurrence/five million dollars (\$5,000,000) aggregate. In addition, the following requirements shall apply:

- I. Lewis County, the Southwest Washington Fair, and Lewis County's elected or appointed officials, officers, employees, agents, and volunteers shall be included as Additional Insureds either by way of a specific endorsement naming these parties, or by way of a blanket additional insured endorsement applicable when required by written contract or agreement.
- II. All insurance coverage maintained or procured pursuant to this Agreement shall be primary and non-contributory as to the above-named Additional Insureds either by way of a specific endorsement, or by way of a blanket waiver of subrogation provision applicable when required by written contract or agreement. Producer hereby waives its right of recovery against County.
- III. The policy will include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for sub-contractors and employee acts). The policy will contain a severability of interest's provision.
- IV. The Rodeo Producer shall send the insurance policy and certificate of insurance naming Lewis County as "primary, non-contributory" additionally insured, whose address is: 1909 South Gold Street, Centralia, WA 98531.
- V. The Rodeo Producer, and not the County, shall be responsible for loss or damage to the Rodeo Producer's equipment and belongings while upon the Fairgrounds. The Rodeo Producer is advised, but not required, to obtain suitable insurance at their own expense.

Producer's Initials: 

County Initials: _____