

ENTERTAINMENT AGREEMENT
CHASING THE WIND
XANDRIA GREGORY

This Entertainment Agreement (hereinafter referred to as the "Agreement"), dated as of June 14, 2022, is by and between Routt County, Colorado, a body corporate and politic, (hereinafter referred to as the "County") acting by and through Jay Harrington, County Manager by delegation from the Board of County Commissioners, and "CHASING THE WIND/XANDRIA GREGORY" (hereinafter referred to as the "Entertainer").

Recitals

- A. County is sponsoring the Routt County Fair at the Routt County Fairgrounds in Hayden, Colorado from August 18, 2022 through August 21, 2022 (the "2022 Fair").
- B. Entertainer is engaged in the business of providing entertainment ("Entertainment Services").
- C. County desires to obtain Entertainment Services during the 2022 Fair.
- D. Entertainer and County intend by this Agreement to set forth the terms and conditions to govern the relationship between Entertainer and County in connection with the Entertainment Services to be provided at the 2022 Fair.

Terms and Conditions

- 1. Entertainer shall provide the following Entertainment Services: Performance by **CHASING THE WIND** on **August 18, 2022 between 7:00 p.m. ("Event Start Time") and 11:00 P.M.**
- 2. Entertainer shall obtain and pay for all permits and licenses that Entertainer may be required to obtain for any and all of its operations in connection with the Entertainment Services and the other services including, without limitation, any license or use permit required by the copyright holders of any music or other copyrighted materials used in Entertainer's performance.
- 3. County shall pay a total of \$900.00 to Entertainer for the Entertainment Services, due in full at the conclusion of the performance. County shall assure that the Fair venue is available to the band for equipment set up and sound check purposes at least 2 hours before the Event Start Time, during which time the performers and sound/light technician(s) shall have the reasonable use of the Fair venue. County shall provide entertainer with complimentary food and beverages commensurate with that available to the fair volunteers and staff. County shall provide a level, hard surface stage area.
- 4. Entertainer agrees to comply with any and all current County, State or Federal

Public Health Orders in effect at the time of the provision of the Entertainment Services.

5. If Entertainer is prevented from producing the Entertainment Services by an Act of God, riot, strikes, fire, war, lockouts, blackouts, or if by any law or act of the United States or the State of Colorado or any political subdivision thereof, now, or hereafter to be passed or adopted, or if by any order or command of any of the military or naval forces of the United States or said state, the regular ordinary course of business of Entertainer is curtailed, suspended, interrupted or interfered with and Entertainer is thereby prevented from carrying on its usual course of business in whole or in part, then this Agreement, at the option of either party, shall become null and void and each party released therefrom.

6. Entertainer and County shall release, defend, indemnify and hold harmless County and Entertainer respectively, and their officers and employees from any and all claims, losses and damages resulting from the negligence or willful misconduct of the indemnifying party arising from or relating to this Agreement.

7. A determination by a court of competent jurisdiction that any section, provision or portion of this Agreement is illegal shall not effect the legality or enforceability of the remaining sections, provisions or portions of this Agreement.

8. At all times and for all purposes hereunder, Entertainer and its employees are independent contractors and not employees of County. Entertainer shall be responsible for providing all workers' compensation and unemployment insurance coverages for its employees as may be required by law. **Neither Entertainer nor any employee of Entertainer shall be entitled to unemployment insurance benefits through County and Entertainer shall be obligated to pay any federal or state income taxes due with respect to any sum payable by Entertainer hereunder.**

9. This Contract is subject to the provisions of the Workers with Authorization – Prohibition – Public Contracts for Services - Rules found at C.R.S. Section 8-17.5-101 *et seq.* By execution of this Contract, Contractor certifies that it does not knowingly employ or contract with a worker without authorization who will perform work under this Contract and that Contractor will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Specifically, Contractor shall not:

(1) Knowingly employ or contract with a worker without authorization to perform work under this Contract; or

(2) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with a worker without authorization to perform work under this Contract.

B. Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

C. Contractor shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.

D. If Contractor obtains actual knowledge that any of its subcontractors performing work under this Contract knowingly employs or contracts with a worker without authorization, Contractor shall:

(1) notify the subcontractor and County, within three days of discovery of such fact, that Contractor has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and

(2) terminate the contract with the subcontractor if, within three days of receiving the notice required by subpart D.(1) above, the subcontractor does not stop employing or contracting with the worker without authorization; except that Contractor need not terminate the contract with the subcontractor if, during such three days, the subcontractor provides information establishing that the subcontractor has not knowingly employed or contracted with a worker without authorization.

E. Contractor shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. Section 8-17.5-102(5).

F. If Contractor violates any of the provisions of this section, County shall have the right to terminate the Contract for breach of contract and, in such case, Contractor shall be liable to County for all actual and consequential damages incurred by County as a result of such breach and the termination of this Contract.

G. County will notify the Office of the Secretary of State if Contractor violates this provision of this Contract and the County terminates this Contract for such breach.

As used in this provision, "Department" means the Colorado Department of Labor and Employment.

10. This Agreement shall be binding on and extend to the successors and assigns of the respective parties.

11. This Agreement and the rights and obligations contained herein may not be assigned or modified by either party without the express written consent of both parties.

12. In the event either party to this Agreement brings suit to enforce or interpret any portion of this Agreement, the party substantially prevailing in such action shall be entitled to recover all costs incurred in such action, including without limitation reasonable attorney's fees.

13. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Colorado without reference to choice of laws rules. The parties agree that venue in any action to enforce or interpret this Agreement shall be in the District Court in the Fourteenth Judicial District for the State of Colorado.

ROUTT COUNTY, COLORADO

CHASING THE WIND/XANDRIA
GREGORY

By: Jay Harrington, County Manager

By: CHASING THE WIND/XANDRIA
GREGORY