

ENTERTAINMENT AGREEMENT
AMBERG ENTERTAINMENT DBA INFUNITY EVENTS

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 AMBERG ENTERTAINMENT COLORADO, INC., DOING BUSINESS AS INFUNITY EVENTS, a Colorado corporation (hereinafter referred to as the "Entertainer").

Recitals

A. County is sponsoring the Routt County Fair at the Routt County Fairgrounds Arena in Hayden, Colorado (the "Fair") from August 18, 2022 through August 21, 2022.

B. Entertainer is engaged in the business of producing entertainment, amusement devices and concessions including a variety of adult and children's inflatable rides, games, and novelties (the "Entertainment").

C. County desires to hire Entertainer to provide the Entertainment at the Fair on August 18, 2022 (12:00pm to 7:00pm), August 19, 2022 (10:00am to 7:00pm), August 20, 2022 (10:00am to 7:00pm), and August 21, 2022 (10:00am to 2:00pm).

D. Entertainer desires to provide the Entertainment at the Fair.

E. 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 Fair.

Terms and Conditions

1. Entertainer shall furnish all equipment necessary to provide the Entertainment with inflatable rides, games and novelties.

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.

3. County shall furnish, without costs or charges of any kind, a suitable location and exhibition site at the Routt County Fairgrounds and power for inflatable attractions including six 110/20 amp circuits. County agrees to schedule a utility locate for the purpose of safely setting up Entertainer's equipment. County agrees to provide THREE (3) volunteer attendants during all open times. County agrees to provide Entertainer access to the Fairgrounds no later than 12:00pm, Mountain Standard Time on Wednesday, August 17, 2022.

4. County agrees to provide Entertainer one hotel room with two beds for Wednesday, August 17; Thursday, August 18; Friday, August 19; and Saturday, August 20, 2021.

5. County agrees to pay Entertainer as follows for providing the Entertainment: \$4025.00 with

a 50% deposit due upon execution of this Agreement and the remaining 50% balance due at the end of the event.

6. Entertainer agrees to provide the Barnyard Petting Zone, Accelerator Slide (AasE), and the Mega Obstacle Run 1 (37'OC), and two (2) staff.

7. Entertainer agrees to comply with all County, State or Federal Public Health Orders in effect at the time of the provision of the Entertainment Services.

8. If Entertainer is prevented from producing the Entertainment 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.

9. 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.

10. Entertainer shall procure, at its sole expense, a comprehensive general public liability and property insurance policy naming Routt County as an additional insured, in limits of not less than \$1,100,000 per occurrence and \$1,100,000 aggregate. Entertainer shall furnish County with a certificate evidencing the insurance coverage on or before **July 1, 2022**.

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

12. 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.

13. 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.

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

15. 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.

16. 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.

17. 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

By: _____
Jay Harrington
County Manager

Amberg Entertainment Colorado, Inc.
DBA Infunity Events

By: _____

Title: _____