

Purchase Order Number 15677

This Number Must Appear on all
Invoices, Packing Lists, and Packages**ADAMS COUNTY
PURCHASE ORDER**Page - 1 of 1
Order Date: 04/04/18
Requested Date: 04/04/18
Cost Center: 5010

Vendor Address	Vendor and Shipping Information	Ship To Information
TOMMY G PRODUCTIONS LLC 23344 HWY 50 E PUEBLO CO 81006	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 699490		

Services to be performed in accordance with performance contract attached hereto as Exhibit A. Terms and conditions of Exhibit A and Services Purchase Order apply. Should there be any discrepancies between Exhibit A and terms and conditions of Services Purchase Order, terms and conditions of Services Purchase Order shall prevail. BD

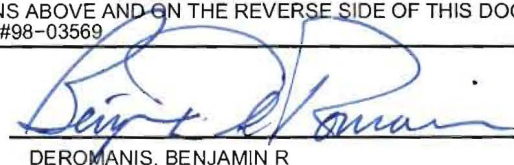
Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	mutton bustin		EA	0.0000	18,750.00	5010.8676.101	11903
Original								

Term Net 30 Days	Tax Rate *NA*	Sales Tax 0.00	Total Order 18,750.00
----------------------------	-------------------------	--------------------------	---------------------------------

ACCEPTANCE OF THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS ABOVE AND ON THE REVERSE SIDE OF THIS DOCUMENT
COLORADO TAX EXEMPT #98-03569

Invoice to:
Adams County A/P
4430 S. Adams County Pkwy.
Suite C4000A
Brighton, CO 80601-8212
720-523-6050

Inquiries to:
Adams County Purchasing Department
4430 S. Adams County Parkway,
Suite C4000A
Brighton, CO 80601-8212
720-523-6050



DEROMANIS, BENJAMIN R

ADAMS COUNTY AUTHORIZED SIGNATURE

SERVICE PURCHASE ORDER TERMS AND CONDITIONS

1. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

2. TERM: The term of this Agreement shall be for no more than one year from the date of this purchase order unless otherwise noted on the first page of this document.

3. INDEPENDENT CONTRACTOR: In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.

4. NONDISCRIMINATION: The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

5. INDEMNIFICATION: The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

6. INSURANCE: The Contractor agrees to maintain insurance of the following types and amounts:

6.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.

6.1.1. Each Occurrence \$1,000,000

6.1.2. General Aggregate \$2,000,000

6.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.

6.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)

6.2.2. Personal Injury Protection Per Colorado Statutes

6.3. Workers' Compensation Insurance: Per Colorado Statutes

6.4. Adams County as "Additional Insured": The Contractor's commercial general liability, comprehensive automobile liability, and professional liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:

6.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.

6.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.

6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

6.5. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

6.6. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

6.7. Proof of Insurance: At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverages or policies required under this Agreement.

7. TERMINATION:

7.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

7.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

8. MUTUAL UNDERSTANDINGS:

8.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

8.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

8.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.

8.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

8.5. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.

8.6. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.

8.7. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.

8.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received.

8.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

8.10. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

9. CHANGE ORDERS OR EXTENSIONS:

9.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. Such changes, including any increases or decreases in the amount of the Contractor's compensation, must be mutually agreed upon in writing by the County and the Contractor. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

9.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

10. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

10.1. Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

10.2. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

10.3. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.4. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

10.5. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

10.6. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

10.7. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

10.8. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

10.9. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

11. Quality: Seller warrants that the goods delivered hereunder will conform to the description stated in this Order and that the goods will be merchantable, of good workmanship and materials, and free from defects. These warranties shall survive inspection, testing and/or acceptance of the goods. At Buyer's option, and without prejudice to any other rights Buyer may have, Seller shall remedy any defective goods or reimburse Buyer for its costs for remedying or replacing defective goods.

12. Appropriation Clause: The payment of Buyer's obligation hereunder in fiscal years subsequent to the current year are contingent upon funds for this Order being appropriated and budgeted. If funds for this Order are not appropriated and budgeted in the year subsequent to the fiscal year of issuance of this Order, the Buyer may terminate this Order. Buyer's fiscal year is the calendar year. Termination under this provision shall not result in any penalty being imposed against Buyer.



This contract (the "Agreement") made and entered into this 20th Day of March 2018.

BETWEEN: Adams County (THE "Company") – and – Tommy G. Productions, LLC ("THE Act")

BACKGROUND:

"The Act" is a professional entertainer known as Wool Riders only; and

"The Company" wishes to engage the Act and is willing to undertake to do so, subject to the terms and conditions as follows:

IN CONSIDERATION OF and as a condition of the Company hiring the Act and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

Business Address of the Act

Tommy G. Productions, LLC

Address: 23344 Hwy 50 East, Pueblo, CO 81006

Telephone: 719-583-0844

Fax: 719-295-2960

Email: tommygproductions@comcast.net

Business Address of the Fair

Adams County

9755 Henderson Road

Brighton, CO 80601

Telephone: 303-637-8000

1. Venue

The place of performance (the "Venue") is located at the Adams County Fairgrounds at 9755 Henderson Road, Brighton, CO 80601.

2. Date and Times of Performances

The entertainment to be provided by the Act is generally described as Wool Riders Only (the "Performance"). Act will perform various performances per day for the duration of stay. Total number of performances is to be determined.

~~Attached insurance addendum and entertainment rider are hereby made a permanent part of this agreement.~~ DELETED BRD

Performances will start on August 1, 2018 and end on August 5, 2018 inclusive. The Venue will be available for set-up on (July 30, 2018). Performance times will be determined by the Company. Performances dates, times and frequency are subject to change with company schedule. The Act will not appear at any other events within 75 miles of the Company Venue.

3. Payment

In full consideration for all services rendered by the Act, Company agrees to pay the Act the fee of \$18,750.00 US Dollars (the "Fee") in 2018 with a fair check and full balance paid on August 5, 2018. The Adams County will retail \$3.00 per ride. Participants ride fees will be \$15.00 per ride.

4. Act Expenses

The Company agrees to provide at it sole cost and expense three double occupancy rooms for duration of fair including two days prior to start date for load-in and one date after the last day of fair for load-out. Water Truck with access to water, (2) 110 and (1) 220 power sources, implements to work arena dirt, portable lighting suited for capturing video and still photography if evening performances are scheduled, quality alfalfa mix, hay, and whole corn will be provided for animals and will be ready upon arrival. The quantity of feed will be determined. 150" x 150" are with 8" of clean dirt for Arena.

5. Payment of Balance

Promptly after the last set on the final date of the Performance, the Company will pay to the Act "Tommy G Productions" any outstanding balance of the fee with fair check.

6. Non-performance by the Purchase

Those obligations of the Company that are to be performed prior to the Performance of the Act are conditions precedent which must be performed in full by the Company before the Act is required to perform unless otherwise agreed to by all parties in writing. If the Company cancels or postpones any performance without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Company will be in breach of this Agreement and the Act will have no further obligations under this Agreement.

7. Sounds and Lighting Systems

The Act will provide all sound systems required to facilitate the Performance. The Act warrants that all equipment is in good working order, and fit for its purpose. The Act will designate a representative who will have solely authority in mixing and controlling all sound equipment during

the Performance and during each rehearsal. Notwithstanding the above, the adjustment of the volume and sound level of any equipment will be at the sole discretion of the Company.

The Company will provide all lighting systems if needed to facilitate afternoon or evening performances for the Act. Lighting must be suitable for video and still image capture.

8. Security Deposit

The Act will not be required to post a bond or security deposit against any or all possible damage related to or arising from the Performance. The Act requires a non-refundable deposit that will be applied to balance owed in the amount of \$5000 to secure the act for the dates listed above within one week of contract being signed by both parties.

9. Force Majeure

Neither the Act nor the Company will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Act and the Company.

10. Sickness and Accidents

The Act agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident. If act cannot meet its obligations under this agreement, Act shall not be paid for services and will refund all deposits paid. BRD

11. Key Personnel

The Purchaser agrees that any change in key personnel prior to the date of the Performance is the sole discretion of the Act. The Act agrees that any key personnel changes will be made in good faith and will reflect the spirit and intent of this Agreement.

12. No Recording of the Performance

Recording or transmitting of the Performance by anyone other than media outlets approved by Act will not be allowed under this Agreement.

13. Advertising

The Company will be responsible for all promotion of the Act; The Fair agrees to use its best efforts to promote the Act through appropriate media. The Act will not be permitted to promote the Performance in any way without the consent of the Company and will not be allowed to advertise or promote the Performance through any means that is prohibited by relevant statute or that could be construed as offensive.

The Act agrees that the Company may use the Act's name, photographs, and other likenesses to promote the Performance with the approval of Tommy G. Productions. The Act will provide the Company with copies of the Act promotional materials suitable for this purpose. The Company's right to use the Act's name is limited to the period beginning with the Execution Date and ending upon completion of the Performance or upon cancellation of this Agreement.

14. Indemnification(deleted portion per request BRD)

The Act warrants and represents that it has, sufficient personal injury and property damage liability insurance up to \$2,000,000 to protect against any harm or damages that may occur as a result of the activities of the Act in relation to the Performance. The Act will list the Company as additionally insured.

15. Permits

The Act warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

16. Security

The Company will take reasonable precautions for the safety of the Act, the Act's equipment and livestock during all aspects of the Performance and at all times while the Act, the Act's equipment and livestock is on the Venue premises.

17. Governing Law

The Company and the Act submit to the jurisdiction of the courts of Adams County in the State of Colorado for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement. This Agreement will be enforced or construed according to the laws of the courts of Adams County in the State of Colorado.

18. Covenant of Good Faith and Fair Dealing

The Company and the Act agree to perform their obligations under this Agreement, in all respects, in good faith.

19. Additional Terms

The purchaser agrees to provide, for the use of the Act, the amenities outlined in Section 4.

20. Miscellaneous Terms

This Agreement may be executed in counterparts.

No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. The Performance will not contain any lewd or indecent acts, images or language. If the Act violates this section, the Company may immediately cancel the Performance and this Agreement.

The Act warrants that by signing this Agreement it has the authority to bind the Act to the terms and conditions of this Agreement.

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the

provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.

This Agreement and the terms and conditions of the services purchase order contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Company by the Act or to the Act by the Company, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in the Agreement. Only the written terms of this Agreement will bind the parties.

This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Company's successors and assigns.


The Act specifically warrant and represents that all copyrighted material to be performed has been licensed or authorized by the copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

It is the intent of the parties to this Agreement that the Act is an independent contractor and will control the manner and means of the Performance. The Company will control the scheduling of the Performance. The Act is not an employee of the Company. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Act will enter other similar agreements with other purchasers.

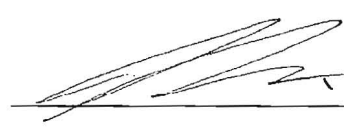
Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

IN WITNESS WHEREOF the Act and the Fair have duly affixed their signatures under hand and seal on this 20th day of March 2018.

Adams County

 4/2/18
Raymond H. Gonzales, County Manager

Wool Riders Only/Tommy G. Productions


Tommy Giodone, Owner
Tommy G. Productions

APPROVED AS TO FORM

COUNTY ATTORNEY

