PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 28th day of MAY 2015, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and B&B Investments dba BST Promotions, located at 1881 West 149th Avenue, Broomfield, Colorado 80023, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. SERVICES OF THE CONTRACTOR:

   1.1. All work shall be in accordance with the Event Proposal attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

   1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of the Contractor) to be performed by the Contractor. If the County requests such additional services, the Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, the Contractor shall bill for such services at the rates provided for in this Agreement.

2. 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.

3. TERM:

   3.1. Term of Agreement: The Term of this Agreement shall be from the date of this Agreement through August 8, 2015.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: $25,000.00

   4.1. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. 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.

6. NONDISCRIMINATION:

6.1. 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. Adams County is an equal opportunity employer.

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. 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.

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

8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
   8.1.1. Each Occurrence: $1,000,000
   8.1.2. General Aggregate: $2,000,000

8.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
   8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
   8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services, as applicable.
   8.4.1. Each Occurrence: $1,000,000
   8.4.2. This insurance requirement applies only to the Contractors who are performing services under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health professionals.
providers, and any other licensed professionals.

8.5. 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:

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

8.5.2. 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.

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

8.6. 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.

8.7. 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.

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

9. TERMINATION:

9.1. 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.

9.2. 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.
10. MUTUAL UNDERSTANDINGS:

10.1. 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 Adams County, Colorado.

10.2. 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. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. 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).

10.3. OSHA: The 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.

10.4. 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.

10.5. 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.

10.6. 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.

10.7. 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.

10.8. 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 an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:
10.9. **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.

10.10. **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.

10.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

11. **CHANGE ORDERS OR EXTENSIONS:**

11.1. **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. 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.

11.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.
12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

12.1. 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.

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

12.3. 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.

12.4. 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.

12.5. 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.

12.6. If the 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 (3) 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

12.7. 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).

12.8. 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.

The remainder of this page is left blank intentionally.
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

Adams county Parks and Open Space

Signature

Raymond H. Generales

Printed Name

Deputy County Manager

Date

5.27.2015

B&B Investment dba. BST Promotions

Signature

Joe Better

Printed Name

Owner

Date

5.21.15

Attest:

Stan Martin, Clerk and Recorder

Deputy Clerk

Approved as to Form:

Adams County Attorney’s Office

NOTARIZATION OF CONTRACTOR’S SIGNATURE:

COUNTY OF Adams

STATE OF Colorado SS.

Signed and sworn to before me this 25th day of May, 2015,

by Harold Joseph Brinn III

Notary Public

My commission expires on: Aug 19, 2017

JOSHUA RAMOS
Notary Public
State of Colorado
Notary ID 20134048973
My Commission Expires Aug 19, 2017

4586011 Revised 1/12/15
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et.seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

\[\text{BST Promotions} \quad 5-21-15\]

Company Name \hspace{1cm} Date

\[\text{Signature}\]

\[\text{Joe Bell}\]

Name (Print or Type)

\[\text{Owner}\]

Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
EXHIBIT A

Blood, Sweat & Tears

Promotions

Event Proposal
Extreme Motorsports Show
Adams County Fair
August 8, 2015

INTRODUCTION

Who is BST Promotions? We are a professional, creative team of event management specialists. BST has over 20 years of experience producing high-quality events of every type. Our passion is managing the behind-the-scenes details to deliver a superior show. Our goal is to host an event that will meet or exceed your goals.

EVENT SUMMARY

Every event is different and special. After our meeting on January 29th these are the expressed needs for your event:

- Motorsports Event: Demolition Derby, Freestyle, Monster Trucks, and Extreme/Tough Trucks
- Date: August 8, 2015
- Location: Grandstand Arena
- Time: 6:30 pm
- Length of Show: 2 hours
- Projected number of attendee: 5,000

We will work to put on the best event for the Adams County Fair. Below are the items BST will provide and the items the County Fair will provide to ensure a successful event.

BST Responsibilities:

- 2 Demolition Derby Classes
- Motocross Freestyle show with 2-3 riders and ramps provided
- Monster Truck show with 2 B type trucks or 1 A type truck
- Extreme Trucks and Tough Truck Show
- Retain pit pass money from contestants and entry fees
- Insurance for event
- Put on at least a minimum of 2 hour event
• Announcer for event
• Purse for Demolition Derby and Extreme/Tough Truck Drivers

County Fair Responsibilities:

• Pay BST $25,000 in exchange for proposed event, broke down, 7,000 for Monster Trucks, 5,000
  For Trick Bike Riders, 5,000 2 classes of Demo, 5,000 2 Classes of Extreme Trucks, 1,000
  Insurance, 2,000 to BST Promotions.
• Cars for the Monster Trucks to crush... the more the better the show...
• Build the obstacle course for Extreme/Tough Trucks Show... we will assist and help...
• Equipment needed for event: 3 Tow Trucks, Water Truck, Skid steer, and Loader
• Clean up after event and responsible for any debris left behind
• Fireworks show to conclude event (optional)
• Marketing of event... BST will help as well...

Professional References:

Suzan McCoy, Special Event Coordinator, El Paso County Fair (719) 520-7882 or
suzanmccoy@elpasoco.com

Misha Geisert, Tony Stewart Racing (317) 432-4110

Bill Brack, Buckeye Welding Supply (303) 710-1630

Contact Information:
Joe Bollm, President
2205 W. 136th Avenue, Suite 106
Broomfield, CO 80023
Office: (720) 404-0400
Cell: (720) 422-5244
joe@bstripping.com
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ACCEPANCE 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

350103 DEROMANS, 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)
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   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. (Abuse of Public Office), as amended, and §§ 18-8-401, 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.

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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 Contractor 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.
A Motorized Mayhem Show is planned for Saturday night at the Adams County Fair. Meetings were held with three vendors to provide this all inclusive show.

Only one company could provide all the entertainment aspects that we were looking for which included a demolition derby, freestyle motor cross, monster trucks, and tough trucks. The vendor that was able to provide all the elements we requested was Blood, Sweat & Tears Promotions, a local company from Broomfield.

I authorize Mary Willis to process a purchase order in the amount of $25,000.00 to Blood, Sweat & Tears Promotions to produce the Motorized Mayhem Show at the Adams County Fair on Saturday, August 8, 2015.
Date: 2-9-15

TO: Melanie Sandell

FAX: 303-637-8015

FROM: BST Racing Series & Promotions

FAX: (720) 929-1619

PHONE: (720) 404-0400 Joe Bellm

PAGES:

RE:

CC:

COMMENTS: Call me when you review this.

720-404-0400

Thank you.

Joe Bellm
January 28, 2015

Mary Willis
Adams County Fair
9755 Henderson Road
Brighton, CO 80601

Dear Mary,

I would like to formally submit a bid for the opportunity to produce the 2015 demolition derby & motocross show at the Adams County Fair on Saturday, August 8th.

Management of the derby will include the following:

1. Driver registration
2. Inspection
3. Insurance
4. Trophies
5. Judging of all derby heats
6. Professional announcer
7. Flags, stop watches, radios

The heats would consist of 3 classes:

1. Full weld
2. Mini truck
3. Compact cars

Adams County will provide:

1. Build and maintain the track
2. Provide the purse for each class
3. Equipment to remove disabled cars/trucks
4. EMT on site for the duration of event
5. 

My fee to produce this event is $8,000.00 with a $1,500.00 deposit to secure said event.

Sincerely,

Gregory Wertz
From: MSnodell@adcogov.org
To: allstarmonster@live.com
Date: Wed, 17 Dec 2014 17:18:59 -0700
Subject: Re: Adams County Fair

Do u also have availability for Friday the 7th as back up

Sent from my IPhone

On Dec 12, 2014, at 11:15 AM, Bryan Wagner <allstarmonster@live.com> wrote:

Hello Melanie!

Thanks for reaching out to us. I've been making phone calls since we connected at the convention and I've got a couple of different options available for you to review as an "added value" to your demolition derby.

OPTION #1 - Monster Truck Car Crushing Exhibition
- 1 Professional Quality Monster Truck, doing 2 car crushing exhibitions in between Demolition Derby heats
- 1 Safety Certified Monster Ride Truck: Gives fans rides before & after the Demolition Derby (Video example: https://www.youtube.com/watch?v=fgwU5-0kiw)
- Professional Staff Member On-Site to Coordinate the Monster Truck Aspects of the event
- Full Marketing Assistance (Promotional Photos & Videos, Press Release, Viral Marketing on our Social Media Pages and more)
Normal Investment: $6,000
Your Investment: $5,000 (First time event discount)

This is our basic monster truck car crushing package, which would feature 1 monster truck doing 2 car crushes in between Demolition Derby heats. This option also comes with 1 monster ride truck, which is a great marketing tool as well for your event (promoting that your fans can take a ride in a monster truck). This package also comes with a professional staff member to coordinate the monster truck aspect of the event plus a full marketing package that will help you promote your event.
OPTION #2 - 2 Truck Monster Truck Competition
- 2 Professional Quality Monster Truck, monster trucks will battle in head-to-head competitions
- 1 Safety Certified Monster Ride Truck: Gives fans rides before & after the Demolition Derby (Video example: https://www.youtube.com/watch?v=jfgwUS-0kiw)
- Professional Staff Member On-Site to Coordinate the Monster Truck Aspects of the event
- Full Marketing Assistance (Promotional Photos & Videos, Press Release, Viral Marketing on our Social Media Pages and more)
Normal Investment: $10,000
Your Investment: $9,000 (First time event discount)

This option would provide 3 different monster truck competitions where 2 monster trucks will compete "head-to-head", competitions will include:
- Wheelee Competition: Monster Trucks try to get a vertical wheel stand
- Donut Competition: Monster Trucks will compete to spin the best/fastest 360 degree donuts
- Freestyle Competition: Anything goes, monster trucks will crush cars and jump high in the air
This option also comes with the monster ride truck, staff member, and full marketing assistance.

OPTION #3 - Fire Thrill Show
- 1 Professional Stuntman, performing 2 fire stunts, Fire-Breathing and a "Body Burn"
- 1 Safety Certified Monster Ride Truck: Gives fans rides before & after the Demolition Derby (Video example: https://www.youtube.com/watch?v=jfgwUS-0kiw)
- Professional Staff Member On-Site to Coordinate the stunt show aspect of the event
- Full Marketing Assistance (Promotional Photos & Videos, Press Release, Viral Marketing on our Social Media Pages and more)
Normal Investment: $3,500
Your Investment: $3,000 (First time event discount)

This option is a cheaper option, it includes a professional stuntman who will perform an amazing fire-breathing exhibition plus he will also light himself on fire and run across the arena floor in a "body burn" stunt. This also comes with the monster ride truck, professional staff member, and marketing assistance.

Let me know your thoughts on these package options and if you have any additional questions. I look forward to hearing from you soon, thanks!
Hi Bryan,

Wanted to follow up after the convention and get some pricing for adding monster trucks into our existing Demolition Derby. Our date is Saturday, August 8th in Brighton Colorado. Please send me a proposal and information. Thank you

Melanie Snodell
Excellent! If there are any questions at the meeting feel free to call me live at 941-780-1972 and I will gladly answer any questions anyone has at the meeting on the spot. Talk to you soon!

Bryan Wagner
All Star Motorsport Productions
(941)-780-1972
Sent from my iPhone

On Jan 2, 2015, at 3:37 PM, "Melanie Snodell" <MSnodell@adecogov.org> wrote:

Hi Bryan,

We are meeting with our demo guys on Tuesday and then can firm this up next week. We are sticking to the 8th so let me know if that will work for you.

Thanks

Melanie

We do have availability on the 7th as well as the 8th. We will have monster trucks and our fire stunt man in Eastern Utah on Tuesday August 4th which is the reason why I can give you such great pricing. I could send the trucks or the stuntman to you on the 7th or the 8th.

Let me know when your next meeting will be to discuss our potential event. If anyone has a question about the package proposals, feel free to call me at 941-780-1972 and I will be happy to answer any question live on the phone at the meeting. I ask for the date/time so I can put a reminder in my phone to be prepared for a call.

In the meantime, if you have any questions on the packages please do not hesitate to contact me, even over the holidays. I'll be available all the way up through December 31st, after that we start our busy winter indoor tour helping manage big events (including Loveland CO April 3-4, if you would like free tickets to the event let me know and I can have that arranged). Even while we're busy helping manage the big indoor tour, we will still be available by phone or e-mail to answer any questions you may have.

Looking forward to hearing from you soon. Have a safe and happy holiday!
Hello!

Thank you for stopping by the Monster X Tour, Booth #539 last week at the 2014 IAFE Convention in Las Vegas. The time spent has been valuable, and I would appreciate the opportunity to visit further. It is a very exciting time in our industry, considering the privilege to serve communities with safe, quality, fun family entertainment.

Here are a few links of Monster X Tour action your community may enjoy, our website and references. Also, attached is Fair Material for your perusal. I also took the liberty of attaching our Fair Cost Options we recently developed for 2015 that apply to most of the United States. If you have requested a specific show and performance schedule, we are in process building that quote. Monster X World Tour has also been a successful and proven source of motor sports entertainment for international events.

We look forward to custom building your rodeo and/or motor sports event. As grandstand entertainment demands, we also provide bleacher rental and sales. Should you need a professional announcer, light, sound system or even staging, please communicate. I will be in touch soon, or please feel free to call or email. Again, thank you for your time and consideration of Monster X Tour.

Monster X Indoor Highlights

Monster X Tour Aerial Highlights

Monster X Tour

3 Fairs MXT has performed in the last 2 years with contact information:
Scott Stoller, Silver Dollar Fair, Chico, CA, 530-895-4467
Cindy Beedingfield, Redwood Acres Fairgrounds, Eureka, CA, 707-445-3037
Tawny Tesconi, Sonoma County Fair, Santa Rosa, CA, 707-545-4218.

More references are available upon request.

Sincerely,
Randy Taylor
ProAnnouncer/Event Booking
Monster X Tour
O: 480.773.6822
C: 605.431.6600
F: 480.907.2700
randy@monsterxtour.com
www.monsterxtour.com
COST OF ATTRACTION, PLEASE CONSIDER OPTIONS I, II, III, IV, V:

This is a starting point a more accurate number can be given with specific event package information, including Event Adds, which is located below.

I. 2 Race Trucks / 1 Ride Truck
A. Stand Alone $12,500
B. 1 other show near (within 3 day period) $10,500
C. 2 other shows near (within 3 day period) $9,500

II. 3 Race Trucks / 1 Ride Truck
A. Stand Alone $15,500
B. 1 other show near (within 3 day period) $12,500
C. 2 other shows near (within 3 day period) $11,000

III. 4 Race Trucks
A. Stand Alone $19,500
B. 1 other show near (within 3 day period) $15,500
C. 2 other shows near (within 3 day period) $13,500

IV. 5 Race Trucks / 1 Ride Truck
A. Stand Alone $24,500
B. 1 other show near (within 3 day period) $22,500
C. 2 other shows near (within 3 day period) $20,500

V. Stand-Alone Freestyle Motorcross Event – Up to 3 half hour Performances PER DAY
A. Stand Alone $9,000 (2 Riders)
B. 1 other show near (within 3 day period) $6,500 (2 Riders)
C. 2 other shows near (within 3 day period) $8,000 (2 Riders)

Event Adds:
1. Additional Rider Add $2,500
2. Add Back-flip Rider Add $4,000

VI. Stand-Alone Ride Truck – Can be operated All day, and at Sponsor locations
A. We keep 100% of Ride Fee Add $3,500
B. $500 per hour for “Free” rides Add $3,000
C. Multiple shows near (within 3 day period) Negotiable

Venue to provide the following: Junk Cars, Required Equipment, Operators to build Track, Host Hotel, PA System, Announcer, and Event Insurance.

KEEP IN MIND THESE ARE BARE BONES COSTS! WE WILL NEED TO ADD IF WE ARE GETTING CARS ETC...

Event Adds:
A. Freestyle Motor Cross (2 Riders) Add $6,500
B. Truck being Big Foot Add $7,000
C. Additional Act – Tank Add $3,000
D. Additional Act – Jet Truck Add $3,000
E. Experienced Monster X Announcer Add $1,000
F. 4 Speaker PA System Add $900
G. $5 Million Spectator Liability Insurance Add $2,000