

Purchase Order Number 12319

This Number Must Appear on all
Invoices, Packing Lists, and Packages

ADAMS COUNTY PURCHASE ORDER

Page 1 of 1
Order Date: 02/26/15
Requested Date: 02/26/15
Cost Center: 5041


Vendor Address	Vendor and Shipping Information	Ship To Information
ANDREW POGSON INC 344 WILLIAM ST STRATFORD ON N5A4Y5	Phone: FAX: e-mail: Delivery: FOB DESTINATION	ADAMS COUNTY PARKS AND OPEN SPACE 9755 HENDERSON ROAD BRIGHTON CO 80601
VENDOR NUMBER: 381430		

Purchase Order is for Stunt Dog Show to be held at ADCO Fair from August 5-9. Fusion Talent Group Agreement attached hereto as reference.

Ln	R	Description / Supplier Item	QTY	UOM	Unit Price	Extended Price	Account Number	Req. No.
1	0	Stunt Dog Show		EA	0.0000	15,000.00	5041.7330	00006091
Original								

Term	Tax Rate	Sales Tax	Total Order
Net 30 Days	*NA*	0.00	15,000.00

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	 350103DEROMANIS, BENJAMIN R ADAMS COUNTY AUTHORIZED SIGNATURE
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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 AGREEMENT IS MADE ON Jan 31 2015 BY AND BETWEEN ANDREW POGSON /FUSIONTalent Group and
(HEREAFTER "PURCHASER").

PURCHASER NAME: Adams County Fair

CONTACT NAME: Melanie Snodell

EMAIL:

ADDRESS: 9755 Henderson Rd. Brighton, CO. 80601 303-637.8000

SHOW DESCRIPTION: the CANINE STARS Stunt Dog Show

VENUE NAME: Adams County Fair

VENUE ADDRESS: 9755 Henderson Rd. Brighton, CO. 80601

SHOW DATE AND TIME: Aug 5-9th 2015

SET UP / SOUND CHECK TIME: Aug 4th

SHOW FEE: \$3,000 daily X 5 Days.

HOTEL: plus 1 hotel room Aug 4-10th.

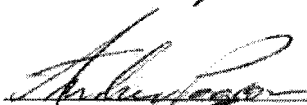
A. CHECK/PAYMENT IS TO BE AVAILABLE AT SHOW TIME AND HANDED TO THE ARTIST IMMEDIATELY. DO NOT MAIL PAYMENT. PLEASE MAKE CHECK/PAYMENT PAYABLE TO "ANDREW POGSON INC ".IF PAYMENT IS NOT AVAILABLE AT THE REQUIRED TIME, THE ARTIST HAS AT THEIR SOLE DISCRETION THE OPTION TO REFUSE TO PERFORM. PURCHASER WILL BE RESPONSIBLE FOR THE ENTIRE SHOW FEE.

THIS AGREEMENT IS PLAY OR PAY AND NON-CANCELABLE: FAILURE ON PART OF EITHER PARTY SIGNING THE AGREEMENT TO FULFILL SAME SHALL MAKE THE PARTY FAILING TO DO SO RESPONSIBLE FOR THE AMOUNT OF THE CONTRACT. EXCEPT THAT NEITHER PARTY SHALL BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATIONS HEREUNDER IN THE EVENT EITHER IS PREVENTED OR INTERFERED WITH BY REASON OF ANY EVENT OF FORCE MAJEURE. "FORCE MAJEURE" AS USED HEREIN SHALL MEAN FAILURE AS CAUSED BY OR DUE TO THE PHYSICAL DISABILITY OF ARTIST, REGULATIONS OF PUBLIC AUTHORITIES, FIRE, FLOOD, ACCIDENT, FAILURE OF COMMON CARRIERS, WAR, ACT OF GOD, LABOR DISPUTE OR STRIKE, RIOT OR CIVIL DISTURBANCE OR ANY SIMILAR THING OR OCCURRENCE NOT WITHIN THE CONTROL OF EACH PARTY TO THIS AGREEMENT.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, INCLEMENT WEATHER SHALL NOT BE DEEMED FORCE MAJEURE OCCURRENCE, AND THE PURCHASER SHALL REMAIN RESPONSIBLE FOR THE FULL CONTRACTED SHOW FEE EVEN IF THE PERFORMANCE(S) CALLED FOR HEREIN ARE PREVENTED BY SUCH WEATHER CONDITIONS PROVIDED THAT THE ARTIST IS READY, WILLING AND ABLE TO PERFORM.!

THIS AGREEMENT IS COMPLETE WITH ALL AGREED TERMS INCLUDED ON ANY AND ALL ATTACHED OR SEPARATE TECHNICAL / HOSPITALITY RIDERS.!

 DATE 2/10/15 AUTHORIZED
SIGNATURE OF PURCHASER

 DATE Feb 1/15 AUTHORIZED
SIGNATURE OF ANDREW POGSON INC.
TAX ID # (EIN) 98-1219079
TAX ID # (BN) 845379304 RC 0001 HST

WWW.FUSIONTALENTGROUP.COM

344 WILLIAM ST. | STRATFORD, ONTARIO | N5A 4Y5 | CANADA

CANADA 519-275-1070 | U.S.A. 305-877-3983 | EMAIL info@fusiontalentgroup.com



THIS AGREEMENT IS MADE ON Jan 31 2015 BY AND BETWEEN ANDREW POGSON /FUSIONTalent Group and (HEREAFTER "PURCHASER").

PURCHASER NAME: Adams County Fair
CONTACT NAME: Melanie Snodell
EMAIL:
ADDRESS: 9755 Henderson Rd. Brighton, CO. 80601 303-637.8000

SHOW DESCRIPTION: the CANINE STARS Stunt Dog Show
VENUE NAME: Adams County Fair
VENUE ADDRESS: 9755 Henderson Rd. Brighton, CO. 80601
SHOW DATE AND TIME: Aug 5-9th 2015
SET UP / SOUND CHECK TIME: Aug 4th
SHOW FEE: \$3,000 daily X 5 Days.
HOTEL: plus 1 hotel room Aug 4-10th.

A. CHECK/PAYMENT IS TO BE AVAILABLE AT SHOW TIME AND HANDED TO THE ARTIST IMMEDIATELY. DO NOT MAIL PAYMENT. PLEASE MAKE CHECK/PAYMENT PAYABLE TO "ANDREW POGSON INC ".IF PAYMENT IS NOT AVAILABLE AT THE REQUIRED TIME, THE ARTIST HAS AT THEIR SOLE DISCRETION THE OPTION TO REFUSE TO PERFORM. PURCHASER WILL BE RESPONSIBLE FOR THE ENTIRE SHOW FEE.

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 DATE 2/19/15 AUTHORIZED
SIGNATURE OF PURCHASER

 DATE Feb 1/15 AUTHORIZED
SIGNATURE OF ANDREW POGSON INC.
TAX ID # (EIN) 98-1219079
TAX ID # (BN) 845379304 RC 0001 HST

WWW.FUSIONTALENTGROUP.COM

344 WILLIAM ST. | STRATFORD, ONTARIO | N5A 4Y5 | CANADA

CANADA 519-275-1070 | U.S.A. 305-877-3983 | EMAIL info@fusiontalentgroup.com

RIDER & REQUIREMENTS

TO BE PROVIDED BY EVENT:

- ▶ **Flat, smooth, level area at least 60' x 75'**, see map for location of pool, trailer, RV and bleachers. We bring our own turf. Shows can also be performed on soft grass area on request.
- ▶ **Bleachers** for ample seating along front 75' of area, and optionally along both sides.
- ▶ **24hr Power** to pool, trailer and RV: **Two 30 amp outlets** for sound system, and A/C in RV and Trailer.
- ▶ Lighting for stage area if shows are to be scheduled after dark.
- ▶ Credentials and parking passes for 2-4 people, 1 RV/Trailer, and 1-2 passenger vehicles.
- ▶ **Dock Diving Shows:**
 - **15,000 gallons of water** will need to be supplied approx. **48 hours before the first show**.
 - Must be clean, **potable water from a fire hydrant** with fire hoses or delivered by fire truck loads.
 - If a fire hydrant and hoses are not available, please contact us to make other arrangements.
 - **Fire hoses and trash pump** requested for draining pool, with **drain access** for tear-down.
 - Additional separate **grounded 15 amp outlet** for pool pump/filter may be required by local codes.

TO BE PROVIDED BY ENTERTAINERS:

- ▶ The Canine Stars will present up to **3 shows per day**, approx. 20 minutes each and a 5-10 minute "meet & greet" with the audience after the show.
- ▶ Two or more trainers and their performing dogs (5-10) will entertain to music and announcing with multiple canine sports including frisbee freestyle disc, agility, flyball, high jumping, tricks, and dock diving (optional).
- ▶ **Shows shall be spaced at least 1.5 hrs apart**. Showtimes to be determined by event and submitted to performers at least a week before the first show. Please publish in event schedule.
- ▶ Media appearances with the dogs are available on show days, 24 hrs advance notice requested.
- ▶ The Canine Stars offers dog discs and misc. memorabilia available for sale after each show.
- ▶ Dogs and trainers are housed in the RV at performance area.

We understand that every event is different and unique, so we have evolved into a very flexible team. We try to accommodate special requests, and we are known for happily adapting and "making it work" with a smile!

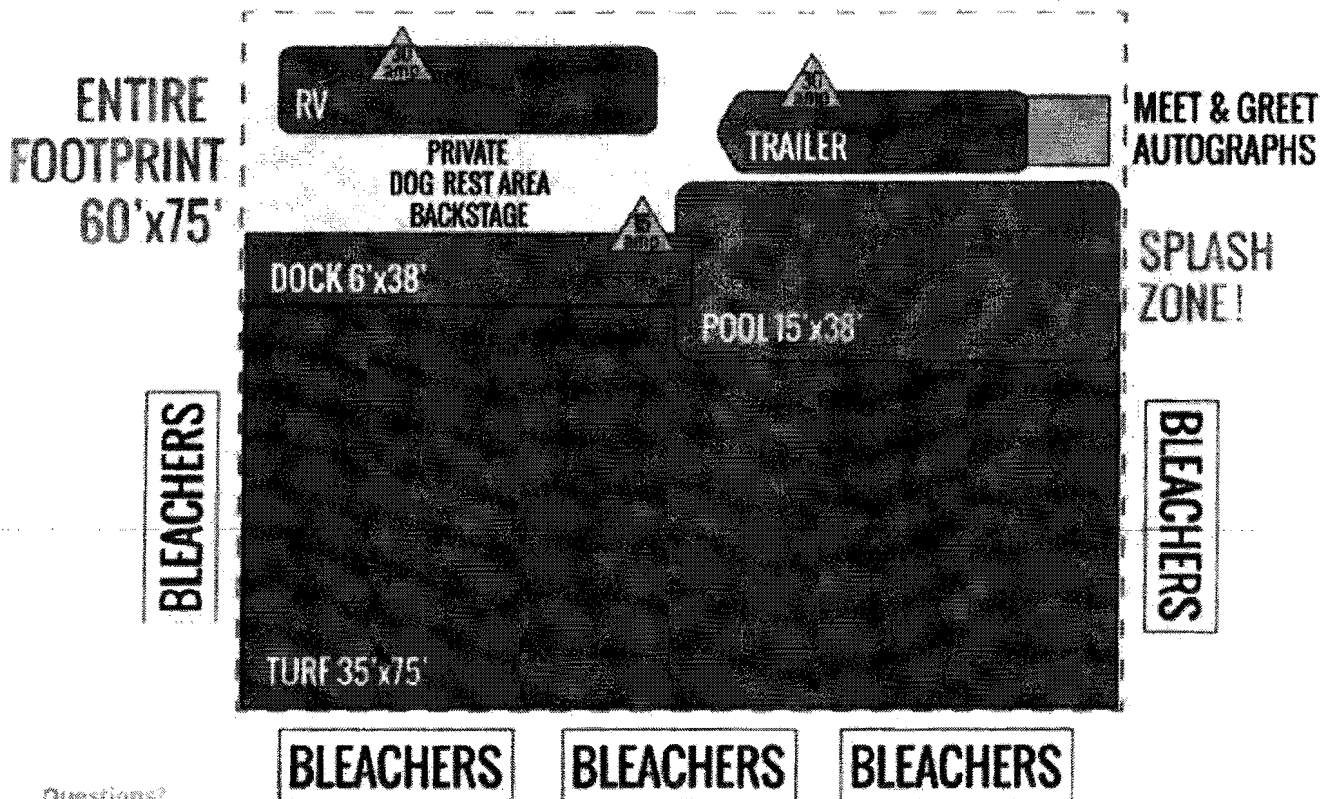
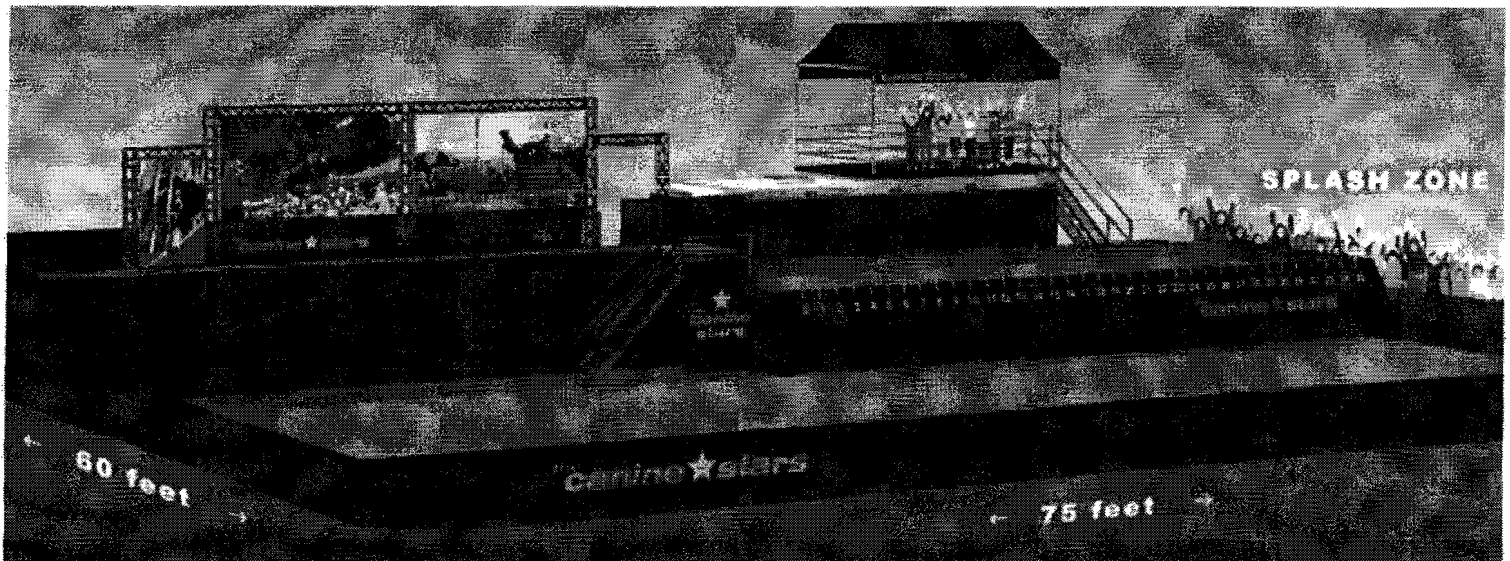
Questions?

Andrew Pogson U.S. 305-877-3983, Canada: 519-275-1070
Keri Caraher 970-518-4375, Keri@TheCanineStars.com
Ethan Wilhelm 970-366-9776, Ethan@TheCanineStars.com

canine stars

LAYOUT - DOCK DIVING SHOW

The Canine Stars are proud to present our new dock diving set for 2015, with a 60'x75' footprint.



Questions?

Andrew Pogson U.S. 305-877-3983, Canada: 519-275-1070

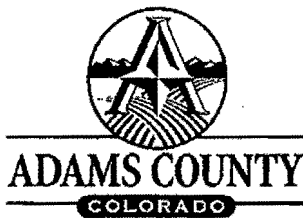
Keri Caraher 970-518-4375, Keri@TheCanineStars.com

Ethan Wilhelm 970-366-9776, Ethan@TheCanineStars.com

Fun Dog Show

Layout

2



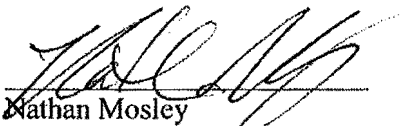
Parks & Open Space Department
Adams County Regional Park
9755 Henderson Road, Brighton, CO 80601
PHONE 303.637.8000 FAX 303.637.8015

MEMORANDUM

Date: February 19, 2015
To: Ben DeRomanis, Purchasing Agent
From: Mary Willis, Co-Fair Manager
Through: Nathan Mosley, Parks & Open Space Director

I authorize Mary Willis to process a purchase order in the amount of \$15,000.00 to Fusion Talent Group.

Fusion Talent Group will provide the Canine Stars Stunt Dog Show at the Adams County Fair from August 5th through August 9th.


Nathan Mosley
Parks & Open Space Director