



**ENTERTAINMENT AGREEMENT
ADAMS COUNTY FAIR**

August 4-8, 2021

9755 Henderson Road, Brighton CO 80601

www.adamscountyfair.com

Phone 303.637.8027

This Agreement is entered into this ____ day of _____, 202_, by and between the Board of County Commissioners of the County of Adams, State of Colorado, hereinafter the “County” and _____, hereinafter the “Contractor”, consisting of ____ members.

For and in consideration of the covenants, agreements, and conditions hereinafter set forth, the County and the Contractor hereby mutually agree as follows:

1. Contractor will perform on the free stage at the Adams County Fair located at 9755 Henderson Road, Brighton, Colorado 80601 on the ____ of _____, at a.m. /p.m. The performance shall last a minimum of ____ minutes. Contractor shall report 30 minutes prior to the performance.
2. The County agrees to pay, at the conclusion of the above referenced performance, the sum of _____ by check payable to _____.
3. If, for any reason (including force majeure), the Contractor does not perform at the Adams County Fair as set forth above, no payment will be made by the County.
4. Contractor agrees to comply with all ordinances, rules and regulations of the County and all statutes of the State of Colorado and other applicable laws.
5. Contractor shall indemnify, hold harmless and defend the County, its officers, agents and employees for, from and against all losses, claims and liabilities arising from the performance of this agreement.
6. 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). 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.
7. Each party acknowledges that this agreement cannot be assigned or transferred without the written consent of both parties to this agreement.
8. Each party hereto acknowledges that this agreement is entered into within the State of Colorado and that the courts of the County of Adams, State of Colorado, shall have jurisdiction and venue, over any and all claims, controversies, disputes and disagreements arising out of this agreement of the breach thereof.

9. Each party represents and warrants that each has the power and ability to enter into this agreement, to grant the rights granted herein, and to perform the duties and obligations described herein.
10. If, for any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this agreement or if contractor shall violate any of the covenants, agreements or stipulations of the agreement, the County shall thereupon have the right to terminate this agreement immediately by providing a written notice.
11. Number of parking passes allocated (____).
12. **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, flood earth quakes, or other acts of God.
13. Contractor shall comply with all requirements outlined in the attached documents titled "Compliance with C.R.S. § 8-17.5-101, et. seq." and "Contractor's Certification of Compliance" at all times during the course of this agreement, and said documents are fully incorporated into this agreement as if fully written herein by this reference.

BOARD OF COUNTY COMMISSIONERS

By: _____
Casandra Vossler
Fair & Special Events Manager
9755 Henderson Road
Brighton, CO 80601

CONTRACTOR:

Please Print

By: _____

Address: _____

Phone: _____

Social Security Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to or affirmed before me this ____ day of _____, 202_ in the
County of _____, State of _____.

Signature of Notary or other Qualified Officer

My Commission Expires: _____

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 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- A. 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.
- B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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).
- H. If Contractor violates this Section II 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.

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:

Company Name

Date

Name (Print or Type)

Signature

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.