

## AGREEMENT

This agreement made and entered into this 1<sup>st</sup> day of March, 2017 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and Tabitha Wiggins, dba Walking Man Brewing, hereinafter referred to as “Walking Man”.

### Recitals

1. The City of Stevenson desires to increase the distribution of information about the City to attract visitors to the City and to increase tourism.
2. The City of Stevenson does not have qualified staff to manage a “Hoptoberfest” event.
3. Walking Man is uniquely qualified to manage a Hoptoberfest event, to meet the requirements specified herein, and to provide such services with the degree of reasonable skill and diligence normally required to manage such events.
4. It is in the City’s interest to contract with Walking Man to perform certain activities relating to the design and management of this event that will encourage increased tourism, promote interest in the City and the local region and to act on the City’s behalf in disseminating information about the City.

Now, therefore, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Performance. Walking Man will perform the work set forth below and submit requests for payment within forty-five days of each accepted task:
  - a. Walking Man will plan and operate the Hoptoberfest event as described on Exhibit A, incorporated herein by reference.
  - b. Walking Man will complete the tourism funding expenditure report(s) required by the Washington State Legislature. All required reports are to be submitted before final payment under this contract is made.
2. Completion. Walking Man will complete the work and provide the services to be performed under this agreement on or before December 31, 2017.
3. Payment.
  - a. The City will reimburse Walking Man up to \$4,000 for services performed under this agreement. Payments will be made on a reimbursement basis only, following submittal of detailed invoices with back up documentation to the City.
  - b. At least 50% of the \$4,000 total contracted amount (\$2,000) must be spent on advertising or promoting this event.
  - c. Final invoice for this agreement must be received by the City on or before January 12 2018. **INVOICES RECEIVED AFTER THIS DATE WILL NOT BE PAID.**
  - d. The Tourism Funding Expenditure Report required by section 1 above shall be submitted before final payment under this contract is made.

4. Default. Upon default by either party of any of the terms of this agreement, the non-defaulting party may terminate the agreement after written notice to the defaulting party identifying the default. Failure by the non-defaulting party to exercise the right to terminate or take any action upon default shall not constitute a waiver of any rights of the non-defaulting party hereunder and shall not excuse any such default. However, upon default and termination, the non-defaulting party is excused from further performance hereunder.
5. Termination. This agreement may be terminated by either party giving the other party written notice of its intent to terminate at least thirty (30) days prior to the effective date of termination. Reimbursement for work completed prior to the effective date of termination shall be made in accordance with the terms of this agreement.
6. Financial Records. Walking Man shall maintain financial records of all transactions related to this agreement for six years after contract completion. The financial records shall be made available at all times for auditing by any City, State of Washington or federal auditors.
7. Status of "Walking Man". It is hereby understood, agreed and declared that Walking Man is an independent contractor and not the agent or employee of City and that no liability shall attach to City by reason of entering into this agreement, except as may be provided herein.
8. Insurance and Liability. Walking Man shall indemnify and save harmless City from any and all liability arising hereunder, including costs, damages, expenses and legal fees incurred by City in connection therewith, for injury (including death) to persons or damage to or loss of property (including equipment) caused by or arising out of the work performed under this agreement.

Walking Man further agrees, and has specifically negotiated, to waive its immunity under the State Industrial Insurance Act (RCW Title 51) and to indemnify and hold the City harmless from any claims made against the City by Walking Man employees, agents, contractors, subcontractors or other representatives.

9. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
10. Completeness of Agreement and Modification. This document contains all of the terms and conditions of this agreement, and any alterations or variation of the terms of this agreement shall be invalid unless made in writing and signed by both of the parties hereto. There are no other understandings, representations, or agreements, written or oral, not incorporated herein.
11. Equal Opportunity and Compliance with Laws. Walking Man shall not discriminate against any employee employed under this agreement because of race, color, religion, age, sex or national origin. Further, Walking Man shall comply with all local, state and federal laws and regulations in all aspects of fulfilling this agreement.

12. Governing Law and Venue. The laws of the State of Washington shall govern the construction of this agreement and any dispute arising hereunder. The parties agree that the Superior Court of Skamania County shall be the venue for any litigation brought in relation to this agreement.
13. Costs and Attorney Fees. If either party shall be in default under this contract, the non-defaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, enforce any remedy, or otherwise protect or enforce its rights under this contract. The defaulting party hereby promises to pay all costs and expenses so incurred by the non-defaulting party, including, without limitation, reasonable attorneys' costs and fees. The failure of the defaulting party to promptly pay the same shall constitute a further and additional default. In the event either party hereto institutes, defends, or is involved with any action to enforce the provisions of this contract, the prevailing party in such action shall be entitled to reimbursement by the losing party for its court costs and reasonable attorney costs and fees at trial and on appeal.
14. Certification of Authority. The undersigned certify that the persons executing this agreement on behalf of City and Walking Man have legal authority to enter into this agreement on behalf of City and Walking Man respectively and have full authority to bind City and Walking Man in a valid Agreement on the terms herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day and year first above written.

CITY OF STEVENSON

Walking Man

\_\_\_\_\_  
Frank Cox, Mayor

\_\_\_\_\_  
Tabitha Wiggins, for Walking Man Brewing

ATTEST

\_\_\_\_\_  
Nick Hogan, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Kenneth B Woodrich, PC  
City Attorney

## City of Stevenson 2017 TOURISM FUNDING REQUEST

Submitted by: **Walking Man Brew Pub**  
Contact Person: **Tabatha Wiggins**  
Mailing Address: **240 First Street, Stevenson, WA 98648**  
Phone: **636.725.8448**  
Email: **t.wiggins108@gmail.com**  
Name of Proposed Event: **Hoptoberfest (16th Annual)**

CRITERIA SCORING: For tourism marketing, special events and festivals:

- a. Broad tourism efforts will be given priority over the promotion of a single event.
- b. Priority will be given to those proposals that leverage other funds.
- c. Priority will be given to events that will generate multiple overnight stays.
- d. Priority will be given to events that attract visitors during the shoulder seasons.

1. Describe your organization. Include your TIN/EIN if applicable.

**Walking Man Brewing was established in 1999 and served its first beer in in November 2000. Walking Man beer has won numerous awards including entries in the World Beer Cup and the Great American Beer Festival as well as regional competitions and Peoples Choice awards. The brewpub was rated by the industry standard RateBeer.com as “the best brewpub in Washington” for 4 consecutive years. Most recently Walking Stick Stout took the silver medal for the 2015 North American Brewer’s Association Awards. The 20-barrel brew house was designed with a single infusion mash tun, steam fired kettle and open fermenters. The process requires every batch be stirred by hand, requiring dedication and love of the craft. Walking Man remains a small production brewery on target to produce just over 1,000 barrels a year. For the past 16 years Walking Man has been a destination for beer enthusiasts from across the globe. With a renaissance of energy, the small brewery continues to be a relevant part of one of the most prestigious beer markets in the world.**

2. Describe your proposal to attract visitors to the City, including dates and expected costs. Please see the *Call for Tourism Promotion Proposals* for criteria and items to be prioritized by the Tourism Advisory Committee.

**Hoptoberfest will be held at Walking Man Brewing on Saturday, September 9, 2017, from 2:00 pm to 10:00 pm. This will leverage 14 previous years of the event’s momentum since it is our 15th year. We will continue to invite BIG (Breweries in the Gorge) to participate by providing their beer at the festival. The involvement of these breweries draws additional craft beer lovers to Stevenson for the event. By advertising for and promoting the event, we also promote Stevenson as a destination and encourage visitors to take advantage of all we have to offer. Our intent is to encourage out of town attendees to enjoy the weekend in our community, increasing overnight accommodations and commerce.**

3. How much are you requesting from City of Stevenson Lodging taxes?

**\$4,000**



4. Submit a brief revenue and expense budget. What percentage of your revenue budget does this request for funding represent? List any other expected revenue sources and amounts.

**Criterion “b.” above, leveraging local private funding.**

ITEM	EXPENSE	REVENUE
Live Music	\$2,000	
Sound Engineer	\$800	
Tent Rental/Tables & Chairs	\$2,850	
Banners/Flyers	\$375	
Raffle Items	\$150	
Portable Toilets Rental	\$220	
Event Glassware	\$1,050	
Event Staff & Security	\$550	
Miscellaneous Items	\$150	
<b>TOTAL EXPENSES:</b>	<b>\$8,145</b>	
<b>REVENUE:</b>		
City of Stevenson Funding		\$4,000
Retail Profit (ESTIMATE)		\$4,700
<b>TOTAL REVENUE:</b>		<b>\$555</b>

**Non-Itemized expenses covered by Walking Man:**

**Event Coordination/Set Up and Tear Down Staff**

**Venue/Insurance/Liquor License/Fencing/Lighting/Jockey Box/Beer Equipment/In-house marketing, press release, poster distribution**

**Items donated by Chamber of Commerce: Tables, Cash Boxes, Sandwich Boards**

5. Please describe your current fund raising efforts for this project.

**Walking Man Brewing provides continuous marketing for the City of Stevenson as a vibrant local business, attracting outdoor enthusiasts and tourists.**

6. If your project is an on-going project (multi-year), explain how you plan to generate revenues in the future to make the project self supporting.

**Criterion “d.” above:**

**This event takes place during a “shoulder season,” leveraging the low level of local activities at this time of the year as summer is winding down, providing local options for visitors to local lodging businesses.**

7. Describe your plans for advertising and promoting your proposed activity or facility.

**A. press release to local and regional media and national craft beer organizations and publications. b. Print ads and event listings in local and regional publications, visitor guides**



and craft beer publications. c. Website and social media promotion with info/links on local lodging websites, participating breweries, vendors, and musical groups. d. Printed banners and flyers distributed throughout the Gorge and Portland/Vancouver Metro. e. Exposure through participating breweries websites and social media. f. Chamber of Commerce support throughout the Gorge.

**Criterion “a.” above:** This event also supports broad tourism efforts in that visitors come from all over just to visit Walking Man throughout the year and the brewery keeps visitors apprized throughout the year of local happenings. Visitors then learn of other cool events/businesses in Stevenson.

8. Explain how your activity or facility will result in increased tourism and overnight stays.

**Criterion “b.” above:** The event will attract visitors deciding where to visit, especially when it is advertised through the local lodging businesses, encouraging a two-night stay.

9. List the number of tourists expected to attend your activity or facility in each of these categories:

- a. Staying overnight in paid accommodations. **15**
- b. Traveling 50 miles or more from their place of residence or business. **25**
- c. Traveling from another state or country. **10**

10. Explain how you will coordinate with the Skamania County Chamber of Commerce and/or the Stevenson Business Association for promotion of your proposed activity or facility. Describe any other partnerships you plan to develop to help ensure the success of your project.

**Walking Man greatly appreciates the assistance, support and cross-promotion the Skamania County Chamber and SBA have provided. We will continue to work together to promote our wonderful events and our wonderful community and local artisans.**

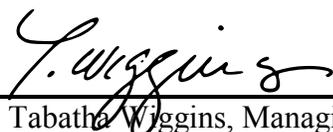
11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

**This is a good spot to reiterate that Walking Man would love to support any eligible agency who could construct a site to store event materials including tents, staging, lighting, tables, seating, etc. Additionally, fencing and other items we currently own and loan to other local events could be stored there for the community to utilize for other events.**

12. How will the Stevenson community benefit from your project?

**The community benefits by working together to continue innovating reasons for travelers to visit and enjoy our beautiful town. We have a lot to offer and Walking Man is a central gathering space for many in the community. Walking Man will strive to meet musician union’s suggested minimum of \$100 per musician per 2-hour event. A community that likes to gather in its own spaces is much more attractive than one who doesn’t.**

13. Sign and date your proposal.



10-19-16

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Tabatha Wiggins, Managing Partner  
Walking Man Brewing

