

AGREEMENT – FOOLS FEST

This agreement made and entered into this 21st day of December, 2017 between the **City of Stevenson**, a municipal corporation of the State of Washington, hereinafter referred to as “City”, and **Walking Man Brewing, LLC**, TIN 91-1985615, 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 “Fools Fest” event.
3. Walking Man is uniquely qualified to manage a Fools Fest 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 Fools Fest 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, 2018.
3. Term. The term of this agreement shall begin January 1, 2018 and end upon the completion of the project, but no later than December 31, 2018.
4. Payment.
 - a. The City will reimburse Walking Man up to \$2,000 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. The funds must be spent on marketing, advertising or promoting this event and cannot be used for staff time.
 - c. Final invoice for this agreement must be received by the City on or before January 11 2019. **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.
5. 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.
 6. 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.
 7. 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.
 8. 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.
 9. 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.

10. Assignment. This agreement shall not be transferred, assigned, or sublet by either party without prior written consent of the other party.
11. 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.
12. 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.

13. 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.
14. 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.
15. 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

Leana Johnson, City Clerk

APPROVED AS TO FORM:

Kenneth B Woodrich, PC
City Attorney

City of Stevenson 2017 TOURISM FUNDING REQUEST

Submitted by: **Walking Man Brewing**

Contact Person: **Tabatha Wiggins**

Mailing Address: **240 First Street, Stevenson, WA 98648**

Phone: **636.725.8448**

Email: **twiggins@walkingmanbeer.com**

Name of Proposed Event: **FOOLS FEST (3rd 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 Barefoot Brown won a gold medal from the Washington Beer Commission for its style and Walking Stick Stout took the silver medal for the 2015 North American Brewer’s Association Awards. The 17-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 17 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. Closer to home, it is and will remain simply, the pub.

EIN: 91-1985615

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.

FOOLS FEST will be held at Walking Man Brewing on Saturday, April 7, 2018, from 12:00 pm to 10:00 pm. The event will feature live music all day, kicking off with a call to the city by the Skamania Pipers. The event will take place indoors at Walking Man Brewing and under a tent covering the outdoor beer garden and stage. We will have heaters and a fire, weather permitting to create a cozy environment to celebrate the seqway into spring. We will encourage festive costumes and invite those who want to increase the fun and folly with their “Fools”. The event is free for all ages.

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

\$4000

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.

See budget below:



| ITEM | 2017 Proposed | 2017 Actual | 2018 Estimate |
|---|-------------------|-------------------|-------------------|
| Live Music | \$1,800.00 | \$1,400.00 | \$1,500.00 |
| Sound Engineer | \$800.00 | \$800.00 | \$800.00 |
| Tent Rental/Tables & Chairs | \$2,850.00 | \$950.00 | \$1,200.00 |
| Banners/Flyers | \$375.00 | \$500.00 | \$400.00 |
| Raffle Items | \$150.00 | \$0.00 | \$0.00 |
| Portable Toilets Rental | \$220.00 | \$110.00 | \$110.00 |
| Event Glassware | \$1,050.00 | \$1,080.00 | \$0.00 |
| Estimated Event Staff & Security | \$550.00 | \$800.00 | \$800.00 |
| Miscellaneous Items | \$150.00 | \$150.00 | \$150.00 |
| Print and Radio Ads | | \$1,090.00 | \$1,500.00 |
| Event Marketing - Staff | | \$500.00 | \$500.00 |
| Coasters | | | \$350.00 |
| TOTAL EXPENSES: | \$7,945.00 | \$7,380.00 | \$7,310.00 |
| Sponsorship | \$0.00 | \$100.00 | \$1,000.00 |
| City of Stevenson Funding | \$3,800.00 | \$3,800.00 | \$4,000.00 |
| Fools Fest Expense to Walking Man | \$4,145.00 | \$3,480.00 | \$2,310.00 |
| Gross Retail Sales | \$4,500.00 | \$3,990.00 | \$4,000.00 |
| Total Event Revenue* | \$355.00 | \$510.00 | \$1,690.00 |
| *This amount does not reflect regular business operation costs or indicate actual profit. | | | |

Non-Itemized expenses covered by Walking Man:

Planning and execution of the event including but not limited to band bookings, vendor coordination, sponsorship solicitation, volunteer staffing, event coordination, set up and break down, additional waste including trash and recycling disposal, marketing efforts, press release, poster distribution, venue use and cleaning, insurance, liquor licensing, fending, lighting, jockey box equipment and so forth.

Items donated by Chamber of Commerce: Tables, Cash Boxes, Sandwich Boards, Love and Support.

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

Seek larger sponsorship avenues including Riverview Bank who agreed to sponsor a portion of the tent rental for Hoptoberfest 2017 (cancelled due to fire conditions). We were also able to get \$450 in sponsorship from Your Party & Event Center as well. As we will not be hosting Hoptoberfest going forward, we feel confident these businesses will direct the intended funds toward Fools Fest 2018 Expenses.

In 2017 we were able to borrow a 10x20 tent from Thunder Island Brewing, saving tent rental fees. We hope we can impose on their generosity again in 2018.



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, so there is something for visitors to do when getting away from the big city to our local lodging businesses.

7. Describe your plans for advertising and promoting your proposed activity or facility.
- A. Press Release to local and regional media, craft beer specific publications and websites.**
 - B. Print Ads: Northwest Brewing News, Regional Newspapers**
 - C. Regional Event Listings and craft beer specific listings including Brewpublic**
 - D. Radio Ads: Gorge region, Bicoastal Media**
 - E. Distribution of Flyers and Posters, Banners at the end of town and at the brewpub**
 - F. Chamber of Commerce Support / Poster and Flyer Printing / Press Release to Media List**
 - G. Cross Promotion with Breweries in the Gorge / Musicians / Regional Business / Volunteers**
 - H. Update and Maintain Fools Fest Facebook event page created in 2016**

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.

Advertising and promoting the event also promotes Stevenson as a destination and encourages 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 and enhancing our reputation as a fun city.

Walking Man Brewing provides continuous marketing for the City of Stevenson as a vibrant local business, attracting outdoor enthusiasts and tourists. As this is a true shoulder season event, we will be able to focus the time and energy needed to promote the event, secure sponsorships, bring in volunteers and build on the success of the past two years.

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.

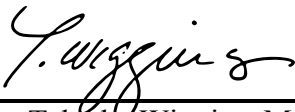
11. If your proposal is for construction of a tourism-related facility, explain your plans for operation and maintenance of the facility.

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.

Sign and date your proposal.



10/24/17

Tabatha Wiggins, Managing Partner
Walking Man Brewing

