

Riverside County
Regional Park and Open-Space District
Entertainment Services Agreement

This Agreement is made and entered into on the _____ day of _____, 20____ by and between the Riverside County Regional Park and Open-Space District (DISTRICT) and _____ (CONTRACTOR). The parties agree as follows:

1. Documents Made Part of This Agreement: This Agreement is comprised of the following documents: This Agreement, Exhibit A, and Exhibit B, incorporated herein by this reference. Should there be any conflict between this Agreement and any Exhibits attached or incorporated herein, this Agreement shall control.

2. Services To Be Provided:

A. CONTRACTOR shall provide all services related to provision of entertainment (hereinafter referred to as "Event") as more fully defined in Exhibit A, attached hereto and incorporated herein, and fulfill all other requirements as specified in this Agreement. CONTRACTOR has the expertise, special skills, knowledge and experience to fully perform these services and requirements in a professional manner.

B. The time for provision of services by CONTRACTOR shall be: CONTRACTOR shall immediately commence performance of services upon notification from DISTRICT, and shall perform such services throughout the term of this Agreement in a diligent, timely and prompt manner.

C. Provision of additional services beyond those stated in this Agreement shall require a written amendment to this Agreement signed by authorized representatives of both parties.

3. Compensation: DISTRICT shall pay CONTRACTOR for all services performed in accordance with the payment terms of this agreement as contained in Exhibit A. Full payment and financial obligation on the part of DISTRICT, including the full negotiated amount plus amendments thereto, shall be paid in lump sum by County Warrant at the conclusion of show. Unless otherwise stated in this agreement, CONTRACTOR shall be responsible for all costs and expenses associated with performance or compliance with the terms of this Agreement.

4. County Representative: The following DISTRICT representative shall be the contact for CONTRACTOR with regard to the services to be provided pursuant to this Agreement:

Name: _____ Title: _____

5. Compliance with Laws; Licensing: CONTRACTOR shall comply with all applicable laws, rules and regulations related to performance of this Agreement, including but not limited to all applicable fair employment, civil rights, access, health and safety laws, rules and regulations. CONTRACTOR represents and warrants that it has all licenses, permits and qualifications as are legally or professionally required to perform the services stated in this Agreement. CONTRACTOR shall comply with all applicable DISTRICT policies, procedures, rules and regulations.

6. Termination:

A. This Agreement may be terminated by DISTRICT for any reason (with or without cause) upon giving **30** days written notice to CONTRACTOR.

B. DISTRICT may terminate this Agreement immediately when any of the following occurs: (1) DISTRICT determines that CONTRACTOR's activities are resulting in or may result in discredit to DISTRICT; (2) CONTRACTOR has acted dishonestly; (3) CONTRACTOR is unwilling or unable for any reason to properly perform; or (4) CONTRACTOR has breached a material provision of this Agreement.

C. After receipt of a notice of termination from DISTRICT, CONTRACTOR shall: (1) stop all work under this Agreement on the date specified in the notice of termination; (2) deliver to DISTRICT any equipment, materials, data, reports or other work which, if the Agreement had been continued, would have been required to be furnished to DISTRICT by CONTRACTOR; and (3) take any additional actions which may be reasonably requested by DISTRICT. Following termination, DISTRICT shall make payment to CONTRACTOR for all services which have been properly rendered up to the date of termination. No other payments shall be due to CONTRACTOR upon termination. In the event of termination, DISTRICT may proceed with the work in any manner it deems to be proper and in the best interest of DISTRICT.

D. If for any reason the Event is not held on the planned dates, this Agreement shall be considered to be terminated, and DISTRICT shall not be liable to CONTRACTOR for any further payments (other than payments for services which have already been properly rendered). This shall apply regardless of the cause of why the Event is not held on the planned dates. This shall also apply if the Event is interrupted or delayed, in part or in full.

E. This section shall not limit any other legal rights the DISTRICT may have against CONTRACTOR.

7. Independent Contractor:

A. CONTRACTOR is acting as an independent contractor, and no relationship of employer-employee exists between CONTRACTOR (including its employees, agents or representatives) and DISTRICT. CONTRACTOR assumes full and exclusive responsibility for its acts and the acts of its employees, agents and subcontractors related in any way to this Agreement. CONTRACTOR (including its employees, agents or representatives) shall not be entitled to any benefits payable to employees of DISTRICT, including but not limited to workers' compensation, retirement, leave or other similar benefits. CONTRACTOR assumes full responsibility for payments of all federal, State and local taxes or other contributions imposed or required under social security, workers' compensation, income tax, disability, unemployment, retirement or similar laws or regulations, related to CONTRACTOR, its employees, agents or representatives. CONTRACTOR shall indemnify DISTRICT against any and all claims that may be made against DISTRICT based upon a contention by any person or entity that an employer-employee relationship exists by reason of this Agreement, including but not limited to any federal, State or other payments which DISTRICT may be required to make related to such a claim. CONTRACTOR shall immediately reimburse DISTRICT for any payments which DISTRICT may be required to make related to any such claim.

B. CONTRACTOR and its agents, servants, employees, subcontractors or other representatives shall not act and shall not in any manner be construed to be agents, officers, or employees of DISTRICT; shall not in any manner incur or have the power to incur any debt, obligation or liability against or on behalf of DISTRICT; and shall in no way represent themselves to be officers, employees or agents of DISTRICT. DISTRICT shall not in any way be liable for any debts, acts, obligations or other liabilities or actions of CONTRACTOR, its agents, servants, employees, subcontractors or other representatives.

8. Insurance: Prior to the start of Event the following needs to be provided: Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors/Directors, employees, elected or appointed officials, agents or representatives as Additional Insured.

A. Workers' Compensation:

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

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D. Professional Liability: (ONLY TO BE INCLUDED IN CONTRACTS WITH SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO ENGINEERS, DOCTORS, AND LAWYERS)

Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. General Insurance Provisions - All lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - 2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
 - 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
 - 4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
 - 5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.
 - 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
 - 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.
 - 8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.
9. Indemnification: CONTRACTOR shall indemnify and hold harmless the DISTRICT, County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors/Directors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives

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arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, DISTRICT, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors/Directors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of DISTRICT; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to DISTRICT as set forth herein. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to DISTRICT the appropriate form of dismissal relieving DISTRICT from any liability for the action or claim involved. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the DISTRICT herein from third party claims. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the DISTRICT to the fullest extent allowed by law.

10. Right to Audit or Monitor; Records; Ownership of Documents:

A. DISTRICT shall have the right to audit and monitor the activities or procedures of CONTRACTOR. CONTRACTOR shall maintain accurate records related to the activities performed by CONTRACTOR pursuant to this Agreement for a period of three years after termination of this Agreement, or such federal and state provisions in effect. If, at the end of three years, there is ongoing litigation or an audit involving those records, the DISTRICT shall retain original copies of the records until the resolution of such litigation or audit. DISTRICT may at any time audit any of CONTRACTOR's records related to activities performed by CONTRACTOR pursuant to this Agreement.

B. All documents, reports and materials prepared by CONTRACTOR pursuant to this Agreement shall become the property of the DISTRICT. Upon termination of this Agreement or completion of services, CONTRACTOR shall furnish to DISTRICT all documents, reports and materials (including any uncompleted reports or unfinished work).

11. Governing Law; Jurisdiction: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court for the State of California located in Riverside County, California. Should action be brought to enforce or interpret the provisions of the Agreement, the prevailing party shall be entitled to attorney's fees in addition to whatever other relief are granted.

12. Confidentiality: CONTRACTOR and DISTRICT shall maintain the confidentiality of all information and records to the extent allowed by law. CONTRACTOR understands that should DISTRICT receive a request under the Public Records Act to divulge information relating to this agreement, DISTRICT will not be inhibited from complying based on any provision contained in this agreement.

13. Miscellaneous:

A. CONTRACTOR cannot subcontract with any third party for furnishing any of the services described in this Agreement without the prior written approval of DISTRICT.

B. CONTRACTOR cannot assign any interest in or part of this Agreement without the prior written consent of DISTRICT. Any attempt to assign or delegate any obligation or benefit hereunder without said consent shall be void and of no force or effect.

C. CONTRACTOR shall ensure that there shall be no discrimination against or segregation of any person, or group of persons, on account of disability, sex, marital status, race, religion, color, creed, national origin, or ancestry in performing the services specified in this Agreement.

D. Any waiver by DISTRICT of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent breach of the same or of any other term hereof. Failure on the part of DISTRICT to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms of this Agreement or estopping DISTRICT from enforcement of such terms.

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- E. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of the Agreement will continue in full force without being impaired or invalidated in any way.

- F. This agreement is intended by the parties as the final, complete and exclusive statement of their understanding with respect to the subject matter of this Agreement, and supersedes any and all prior or contemporaneous oral or written understandings or statements. This Agreement may be changed or modified only pursuant to a written document signed by the authorized representatives of both parties.

By: _____ Dated: _____

Print Name: _____ Title: _____

Riverside County Regional Park and Open-Space District
4600 Crestmore Road
Riverside, CA 92509

By: _____ Dated: _____

General Manager/Park Director

Exhibit "A"
Scope of Services

Contractor shall:

The Contractor will provide entertainment services for the _____
at the _____, located at _____
on the _____ day of _____, 20____, for _____.

The Riverside County Regional Park and Open-Space District will issue one lump-sum payment of _____ dollars to _____ on the _____ day of _____, 20____, upon satisfactory completion of services.

The Services Agreement and attached Terms and Conditions are hereby acknowledged and made part of the Agreement between the parties. The Riverside County Regional Park and Open-Space District reserves the right to broadcast, televise and photograph the above Contractor for the purpose of advertising.

All contractors must sign a general release of liability in consideration of granting permission to participate in activities conducted by and/or with the employees of the County of Riverside and Riverside County Regional Park and Open-Space District (See Exhibit B).

CONTRACTOR INITIALS: _____

Exhibit "B"

RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I/We, _____ fully understand that our participation in the _____ at the _____ (hereinafter "event/class") exposes me to the risk of personal injury, death or property damage. I/We hereby acknowledge that I am/we are voluntarily participating in this event/class and agree to assume any such risks.

I/We hereby release, discharge and agree not to sue the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors/Directors, employees, elected or appointed officials, agents or representatives from any liability whatsoever for any injury, death or damage to or loss of personal property arising out of, or in connection with our participation in the event/class from whatever cause, including the active or passive negligence of the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors/Directors, employees, elected or appointed officials, agents and representatives or any other participants in the event/class.

In consideration for being permitted to participate in the event/class, I/We hereby agree, for myself/ourselves, my/our heirs, administrators, executors and assigns, that I/we shall indemnify and hold harmless, the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors/Directors, employees elected or appointed officials, agents and representatives from any and all claims, demands actions or suits arising out of or in connection with our participation in the event/class.

I/WE HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I/WE AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND I SIGN IT ON OUR OWN FREE WILL.

Contractor Signature

Date

Entertainment Services Agreement Instructions

Information needed to prepare agreement.

Page One

- Box:
 1. Day (Number) Agreement is entered into (this should be the date you anticipate the complete packet to be approved, not the day you prepare the agreement)
 2. Month Agreement is entered into
 3. Year Agreement is entered into
 4. Contractor Business Name
 5. Name of District Contact
 6. Title of District Contact

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- Box:
 1. Contractor Business Name
 2. Contractor Address
 3. Contractor City, State, and Zip
 4. For Contractor: Insert Name and Title of person authorized to sign
 5. Name of District General Manager/Parks Director

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- Box:
 1. Name of Event
 2. Name of Event Location
 3. Address of Event Location
 4. Day (Number) of Event
 5. Month of Event
 6. Year of Event
 7. Length of performance and/or time
 8. Payment Amount in Words
 9. Contractor Business Name (auto fill from page one)
 10. Day (Number) payment is to be released
 11. Month Payment is to be released
 12. Year Payment is to be released

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- Box:
 1. Contractor Business Name (auto fill from page one)
 2. Name of Event (auto fill from page six)
 3. Location of Event (auto fill from page six)

Once agreement form is filled out:

1. Print 2 copies of agreement. (Typed data cannot be saved to this form.) If emailing to contractor, filled form will need to be printed and scanned.
2. Send agreement to contractor for signature and insurance. If emailing to contractor, please request two copies with original signatures be returned.
3. Upon receipt of all requested documents submit to Contracts Unit for review.

