**FAIR MANAGEMENT AND OPERATIONS AGREEMENT**

**This Fair Management and Operations Agreement ("Agreement") is made and entered into as of [Date], by and between Sierra County ("County") and Fairs Are Us, a [State] corporation ("Fair Operator").**

**RECITALS**

WHEREAS, the County desires to contract with the Fair Operator to manage and operate the Sierra County Fair ("Fair"); and

WHEREAS, the Fair Operator has the expertise and experience to manage and operate the Fair; and

WHEREAS, the parties wish to establish the terms and conditions under which the Fair Operator will manage and operate the Fair.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

**1. Term**

The term of this Agreement shall commence on [Start Date] and continue through [End Date], unless terminated earlier in accordance with the provisions of this Agreement.

**2. Scope of Services**

The Fair Operator shall manage and operate the Fair, including but not limited to, organizing events, maintaining fairgrounds, providing staffing, and ensuring compliance with all applicable laws and regulations.

**3. Compensation**

The County shall pay the Fair Operator a management fee of [Amount] for the term of this Agreement, payable in [monthly/quarterly/annual] installments.

**4. Indemnification**

The Fair Operator agrees to indemnify, defend, and hold harmless the County, its officers, agents, and employees from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or related to the Fair, except to the extent such claims or losses are caused by the County's gross negligence or willful misconduct.

**5. Insurance**

**5.1 Insurance Coverage**

The Fair Operator shall procure and maintain, at its own expense, the following insurance coverage:

* **General Liability Insurance:** Coverage with limits of not less than $10,000,000 per occurrence and $10,000,000 aggregate for bodily injury, personal injury, and property damage.
* **Workers' Compensation Insurance:** Coverage as required by the laws of the State of [State].
* **Automobile Liability Insurance:** Coverage with limits of not less than $1,000,000 per occurrence for bodily injury and property damage.
* **Umbrella/Excess Liability Insurance:** Coverage with limits of not less than $10,000,000 per occurrence and aggregate.

**5.2 Additional Insured**

The County shall be named as an additional insured on all policies, except for Workers' Compensation Insurance.

**5.3 Waiver of Subrogation**

All insurance policies required under this Agreement shall include a waiver of subrogation in favor of the County.

**5.4 Proof of Insurance**

The Fair Operator shall provide the County with certificates of insurance evidencing the required coverage prior to the commencement of the term and upon renewal of any such policies.

**6. Compliance with Laws**

The Fair Operator shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of its obligations under this Agreement.

**7. Termination**

**7.1 Termination for Convenience**

Either party may terminate this Agreement for convenience upon [Number] days' prior written notice to the other party.

**7.2 Termination for Cause**

Either party may terminate this Agreement for cause if the other party breaches any material term or condition of this Agreement and fails to cure such breach within [Number] days after receipt of written notice thereof.

**8. Miscellaneous**

**8.1 Entire Agreement**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, and representations, whether written or oral, relating to the subject matter hereof.

**8.2 Amendments**

This Agreement may only be amended by a written instrument executed by both parties.

**8.3 Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of [State].

**8.4 Notices**

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified mail, return receipt requested, or sent by a nationally recognized overnight delivery service, to the addresses set forth below, or to such other addresses as may be specified in writing by either party to the other in accordance with this section.

**County:**

[Sierra County Address]  
[City, State, Zip]  
Attn: [Contact Person]

**Fair Operator:**

[Fairs Are Us Address]  
[City, State, Zip]  
Attn: [Contact Person]

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

**COUNTY:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: [Name]  
Title: [Title]  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FAIR OPERATOR:**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: [Name]  
Title: [Title]  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_