AGREEMENT FOR OPERATION OF
CARNIVAL AND RELATED FACILITIES AT
THE KITTITAS COUNTY FAIR

I. PREAMBLE

1.1 Parties. THIS AGREEMENT is made and entered into this date by and between KITTIAS COUNTY, a political subdivision of the State of Washington, hereinafter referred to as "County", operator of the annual Kittitas County Fair, hereinafter referred to as "Fair", and Davis Amusement Cascadian an Oregon Corporation authorized to transact business in the State of Washington, hereinafter referred to as "Licensee".

1.2 Purpose. The purpose of this agreement is to provide for operation of a carnival and related facilities for family entertainment during the 2013, 2014, 2015, 2016 and 2017 Fairs. The carnival and related facilities shall include:

(a) Amusement rides,
(b) Novelty concessions,
(c) Game concessions, and
(d) Food concessions.

1.3 Grant of License. The County grants a license to Licensee to occupy and use certain real property at the times and for the purposes set out herein subject to all terms and conditions hereof.

1.4 Premises. The real property subject to this agreement consists of designated portions of the Kittitas County Fairgrounds, Ellensburg, Washington. Annually the Fairgrounds Administration will designate one or more specific areas within the fairgrounds, hereinafter referred to as "premises".

1.5 Dates of use and hours of operation.

(a) This agreement provides for operation of carnival and related facilities during the 2013, 2014, 2015, 2016, and 2017 Fairs. Licensee is licensed to occupy and use the premises for the purposes herein permitted on the following dates:

2013 Fair (including move-in/move-out time) – August 27– September 3
2014 Fair (including move-in/move-out time) – August 26 – September 2
2015 Fair (including move-in/move-out time) – September 1 – September 8
2016 Fair (including move-in/move-out time) – August 30 – September 6
2017 Fair (including move-in/move-out time) – August 28– September 5

(b) The County has the option to extend this agreement for an additional five (5) years (2017-2021 Fairs), subject to review and/or modification of the terms and conditions by the County; PROVIDED any changes to the terms and conditions shall be agreed to by both parties before the agreement may be extended.

(c) The hours of operation shall be determined by the Fairgrounds Manager no later than May 15 of each year of this agreement.

1.6 Possession. Possession of the premises shall at all times remain in the County and the rights of use and occupancy are subject to limitation, suspension, or revocation by the County when the County determines it has a need for the premises inconsistent with the rights herein granted; provided, the County shall give such notice as is reasonable under the circumstances.

1.7 Exhibits. The document titled "Financial Proposal Form" signed by Licensee, hereinafter referred to as "Proposal," is attached hereto and becomes part of this agreement.

II. AMUSEMENT RIDES

2.1 Basic Obligations. Licensee is obligated to bring to the Kittitas County Fairgrounds and cause to be operated during the hours of operation, determined by the Facilities Manager, a carnival consisting of at least the following minimum amusement rides. Minimum rides are:

(a) At least three (3) spectacular rides, as described and listed in the document titled "Amusement Rides List", which is attached hereto and becomes part of this agreement;

(b) At least eleven (11) major adult rides, as described and listed in the document titled "Amusement Rides List", which is attached hereto and becomes part of this agreement;;

(i) Each year a Ferris Wheel will be included

(c) At least eight (8) kiddie rides, defined as amusement rides designed to accommodate small children or families, and described and listed in the document titled "Amusement Rides List", which is attached hereto and becomes part of this agreement;

2.2 Kiddie Land obligation. Licensee will operate a separate carnival facility to be known as "Kiddie Land" which will contain kiddie rides.

2.3 Amusement ride and show price and duration. The gross price to be charged for an amusement ride or show shall include any local, state or federal taxes collected by Licensee in connection with selling admission tickets for the amusement ride or show. The gross price charged by Licensee must be approved by the Facilities Manager as provided for in paragraph 6.4. The period of each ride shall be not less than three minutes, including loading and unloading.

2.4 Tickets. Licensee shall obtain (order and purchase) for all amusement rides and shows, sequentially numbered tickets within each denomination to be sold. The Fair's logo shall be printed on each ticket. Ticket color and format will be determined on an annual basis.

REPORTING: Licensee shall use such ticket as it may need for operation of the amusement rides, and shall account for such use on a daily basis by submittal of a Daily Ticket Sales Report. Daily reports must include, at a minimum, seller name/number, ticket type, gross ticket price, starting and ending ticket number,

quantity sold and total receipts. Report shall include seller reports with all types of tickets sold on that date, with summary indicating quantities by ticket type and gross receipts. Licensee shall submit daily reports to Fair Administration by 12:00 Noon the day following sales.

2.5 Special Promotions. Licensee will provide for the presentation of special days featuring reduced prices for amusement rides. Special days during each fair will be determined between the Fair and Licensee.

(a) Pre-Sale Descriptions. Licensee will provide for the Kittitas County Fair on or before June 15th of each year of the contract, pre-printed carnival ride tickets for Pre-sale. These tickets will be consecutively numbered by either ticket or book. These tickets will have the name of the Kittitas County Fair and the Licensee on each ticket and will be printed in different colored ink than tickets sold during Fair.

(b) "Pay one price" days shall be provided. On all days of the Fair, Licensee shall make available, in addition to regular tickets, a unit price ticket for all amusement rides. The Licensee shall develop and implement a supplemental ticketing system for "pay one price" tickets. The "pay one price" ticket price and supplemental ticketing system shall be presented to and approved by the County, which approval may be granted or denied at the County sole discretion, on or before May 15 or each year.

2.6 Payment. Licensee hereby agrees to pay the County each year of this agreement for amusement rides according to the attached Proposal.

(a) The term "gross receipts" as used herein or elsewhere in this agreement shall mean all receipts from sales of goods and services, before any deduction of any nature whatsoever.

2.7 Condition. All rides will be in good working condition during the duration of the Fair each year. All rides will be free of excess dirt/dust/grease etc. Lights will be functioning and maintained throughout the Fair.

III. NOVELTY AND GAME CONCESSIONS

3.1 Concession obligation. Licensee shall provide no more than one (1) miscellaneous novelty, and no more than fifteen (15) or less than eight (8) game concessions. Additional novelty and game concessions may not be provided unless authorized by a separate "Concessionaire License Agreement".

3.2 Restrictions. Licensee shall not operate any games which are in violation of state laws or regulations; offer cash prizes or re-purchase prizes in any game; offer as prizes live ducks, chicks, or other live animals, (goldfish are permitted); knives, firearms, or any items which could be used as a weapon; offer as prizes, or display, drug paraphernalia, posters or other items deemed to be inappropriate by the Facilities Manager.

3.3 Payment. Licensee hereby agrees to pay the County each year of this agreement for novelty and game concessions according to the attached Proposal.

IV. FOOD CONCESSIONS

4.1 Concessions Obligation. Licensee may operate no more than two (2) food concessions in main area and one (1) food concessions in "Kiddie land". Additional food concessions may not be provided unless authorized by a separate "Concessionaire Percentage Licensee Agreement". All food concessions must submit to the Fairgrounds Administration a list of menu items for approval on an annual basis. All concessions shall conform to the State Board of Health, County Health District and other regulatory agencies' rules and regulations. Licensee shall not sell beer or alcoholic beverages. All concessions will be located within the carnival area as designated by the County and/or Fairgrounds Administration.

4.2 Payment. Licensee hereby agrees to pay the County each year of this agreement according to the attached "Financial Proposal Form", Exhibit "A", which is incorporated herein and made part of this contract for food concessions.

V. PAYMENT PROCEDURE

5.1 Payments due. Final payment of the amounts owed to the County each year shall be made on or before the fifth day following the closure of the fair in that year, except as otherwise provided in paragraphs 7.4.

5.2 Annual report and adjustment. The Licensee shall annually provide the County a verified statement of its gross receipts from the operation of the amusement rides at the fair. The verified statement shall be submitted to the County at the end of each fair and in no event shall be later than five (5) days following the closing date of each fair. Gross receipts from amusement rides and shows will be subject to adjustment as provided in paragraph 2.4.

VI. CONDITIONS OF USE

6.1 Location of Carnival. The amusement rides, and concessions shall be operated exclusively within the areas designated annually by the County and Fair Administration, which designation shall be made at least thirty (30) days prior to the fair opening day. The County will designate a separate area to be known as "Kiddie Land". This separate area may be within, adjacent to, or separated from the general carnival area and other rides, within the discretion of the County and Fair Administration.

6.2 Operation Terms. The Licensee shall:

(a) Pay City License.

(b) Conform to and comply with all federal, state, county and local sanitation and health rules, regulations and laws governing such use.

(c) Report and pay all federal, state, county and local taxes that may be due or payable by reason of any operation hereunder.

(d) Reduce the volume of sound amplifying devices when determined necessary by the Fairgrounds administration.

(e) Restrict all activities, signs, and advertising matter to the space assigned and place no signs or advertising on the outside of permanent buildings. All prices and number of tickets must be conspicuously posted at all appropriate locations. Appropriate signage must be displayed as a form of information. Signage must be neat and displayed in a professional manner that enhances the appearance of the carnival.

(f) Post in a conspicuous place a plainly printed placard showing menus and the prices of all menu items.

(g) Provide a public relations area with personnel, to deal with complaints/concerns from the general public.

(h) Licensee must use the Fairgrounds' soft drink exclusive contractor. All drinks shall be served in paper containers.

(i) Maintain designated area free of all garbage and debris at all times. Garbage and debris to be bagged and deposited in designated collection area.

(j) Provide bench seating throughout the main carnival and "Kiddie Land" for guest seating.

(k) Promptly close operation of concessions which in the opinion of the County and Fairgrounds Administration are offensive to good taste or in any particular way objectionable.

(l) Abide by all general conditions and rules and regulations, written or orally made by the County from time to time and at any time governing the conduct of concessionaires during the fair, agreeing especially that future oral or written conditions and rules and regulations shall become part of this contract the same as now published.

(m) Use only fire resistant materials for decorating.

(n) Put grease in designated containers.

(o) Provide own extension cords and hoses for water and sewer hookup to County facilities where necessary.

(p) Be responsible for and remove any hazardous products generated during the fair and comply with all laws, rules and regulations concerning hazardous waste.

(q) Require all employees to wear distinctive uniforms in a color and design approved in advance by the County, which uniforms shall be maintained and laundered as necessary. The cost of such uniforms and their maintenance and laundering shall be borne by Licensee.

(r) Have all employees provide courteous, efficient, sanitary, and safe service to patrons. Abusive language will not be tolerated. Persons handling and vending products under this agreement shall meet all applicable county and state health regulations.

(s) Licensee is required to provide portable showers for carnival employees in an area designated by the County.

(t) No bicycles, skateboards, or roller blades will be allowed on the main fairgrounds.

(u) Licensee shall provide their own power source i.e. (generators) and wiring for rides, games, and equipment operation.

(v) The quality of the carnival rides, games, attractions and concessions is expected to improve each year of this license agreement.

(w) No dogs, except physical assistance dogs (i.e. Seeing Eye, etc.) will be permitted at any time on the fairgrounds, including in vehicles or living quarters.

6.3 Alterations. The Licensee shall:

(a) Permit no electrical wiring to be done on any portion of the fairgrounds electrical system without permission from the County and/or Fair Administration and then only under the supervision of the County and Fair Administration. Licensee must comply with all laws, rules, and regulations including local ordinances and electrical codes.

(b) Make no alterations to County property without prior approval of the Fairgrounds Administration.

6.4 County Approval. Only those amusement rides and concessions approved by the County shall be allowed on the fairgrounds and operated by Licensee under this agreement.

(a) On or before May 15th of each year of this agreement, Licensee shall submit to the County for its approval a written listing of all amusement rides which Licensee intends to operate, and the prices which it intends to charge for each ride. The County shall on or before June 1 of each year of this agreement, indicate its approval or disapproval of the listing, or portion thereof. If the County disapproves any amusement ride or price, Licensee shall on or before June 15 of each year of this agreement submit an alternative to meet the approval of the County.

(b) On or before May 15 of each year of this agreement, Licensee shall submit to the County for its approval a written listing of all concessions that Licensee intends to operate and items to be sold. The County shall on or before June 1 of each year of this agreement, indicate its approval or disapproval of the listing or portion thereof. If the County disapproves any concession or item to be sold, Licensee shall on or before June 15 of each year of this agreement submit an alternative to meet the approval of the County.

(c) Approval of all amusement rides and concessions shall be at the sole discretion of the County. Only Licensee and wholly owned equipment will be used to service this agreement. Any request for sub-contracting must be submitted by June 15th of each year with type of equipment and who owns equipment explained. Failure of Licensee to submit the listings as required by this paragraph shall constitute a breach of this agreement.

(d) The Licensee, with written consent of the County may add additional or substitute amusement rides, of their own, up to seven (7) days prior to the fair when, in the opinion of the County, such addition or substitution would materially enhance the overall quality of the fair.

6.5 Annual Review. There will be an annual review for a period of forty-five (45) days after the close of each fair during which either party may cancel this agreement. Written notice of such cancellation shall be effective if mailed to the other party within the same time period by certified or registered mail.

6.6 Approvals Conditional. Any approval by County under this agreement is conditioned upon the amusement rides and concessions meeting the requirements of all federal, state and local laws and the County reserves the right at any time without liability or penalty, to disapprove any ride or concession upon its sole determination that there is or may be a violation of any law. The responsibility and cost of obtaining any and all permits as may be necessary to assure compliance with law shall be borne entirely by the Licensee.

6.7 Compliance With Law Required. Licensee covenants that its carnival and all amusement rides, novelty and game concessions, and food concessions or those of any sub-licensee or subcontractor shall strictly comply in all particulars with every provision of this agreement, and with applicable city, county, state and federal laws, rules and regulations, in any matter concerning the operations contemplated by this agreement. Licensee further covenants that in operation of its carnival and in the operation of all amusement rides, sideshows, and concessions under this agreement there shall be no obscene, immoral or objectionable devices or practices, shows, or exhibits of any kind whatsoever. Licensee will immediately upon demand of the county close and remove from the fairgrounds any such device or practice, show or exhibit that is operated in violation of any city, county, state or federal law, rule or regulation, or which is, in the County's opinion, in any manner obscene, immoral or otherwise objectionable. Licensee agrees to save the County and its elected and appointed officials, officers, employees, agents and volunteers harmless from any liability or damage for closure or removal from the

fairgrounds. Such closure or removal will in no way reduce the amount of money due the County from Licensee under this agreement.

6.8 Exclusivity of Licensee's Rights. The County shall not permit any commercial carnival offering mechanized amusement rides, except animal rides, to be operated on the fairgrounds during the fair, except that of Licensee, unless Licensee fails to comply with the terms and conditions of this agreement, thereby making it necessary for the County to obtain the services of another operator; PROVIDED THAT the County or its other contractors may operate any activity classed as transportation, motorized or otherwise, to convey visitors to or from the fair, to or from the parking lot, and to or from various points on the fairgrounds; and PROVIDED FURTHER that such exclusivity of right shall not apply to the operation of novelty, game, and food concessions, and the County shall be free to authorize such additional concessions as it may deem necessary so long as said concessions are not located within the designated carnival area, and, PROVIDED FURTHER that the County may operate or cause to be operated a specialty ride which the Licensee cannot or will not provide, such operation to be no less than fifteen (15) yards away from the designated carnival area.

6.9 Abide by Rules and Regulations. Licensee shall cause all its agents, employees, and any sub-licensee or subcontractor to abide by all rules and regulations prescribed by the County, County Safety Personnel, or the Fairgrounds Administration governing the operation of and admission to and exit from the fairgrounds during the fair or providing for parking or traffic control and by such other reasonable rules and regulations of the Fairgrounds Administration as may be communicated to Licensee prior to or during the fair.

6.10 Vehicles. Personal vehicles and business vehicles of the Licensee, Licensee's agents, employees and any sub-licensee or subcontractor, not needed for actual carnival operation shall at no cost to Licensee be parked only in a parking area to be designated annually by the Fairgrounds Administration.

6.11 Clean Premises. Licensee agrees to clean at Licensee's expense, the designated carnival area and dispose of all refuse within twenty-four (24) hours of the close of the fair and to repair all damage to such area and restore it to the same condition as originally found. Additionally, during the period which the fair is operating, Licensee shall observe good housekeeping practices and keep the area provided for operation of its facilities and those of its subcontractors and sub-Licensees neat and clean at all times so that they will be in a presentable condition as will be deemed reasonably satisfactory to the Fairgrounds Administration. All refuse shall be placed in containers to be provided by the County, with the County to assume the expense of transportation for disposal of such waste at an approved landfill site. Any failure to comply gives the County authority to restore and clean the premises at Licensee's expense.

VII. GENERAL CONDITIONS

7.1 Payments. All payments due and owing under this contract shall be paid to the County by the Licensee, and all documents required to substantiate such payments shall be Provided, no later than five (5) days after the closing of each annual fair.

7.2 Liquidated Damages.

(a) In the event that any required item of equipment, or its equivalent, herein agreed to be furnished by Licensee should not be so available during the Fair, the sum FIVE THOUSAND DOLLARS ($5,000.00) for each spectacular, FOUR THOUSAND DOLLARS ($4,000.00) for each major, TWO THOUSAND DOLLARS ($2,000.00) for each kiddie ride shall be paid by Licensee to the County, in addition to other amounts herein provided for. This subsection shall not apply where unavailability is no longer than two (2) days.

(b) If Licensee fails or refuses to bring its carnival to the fair in accordance with this agreement, Licensee will pay to the County the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00) each year Licensee defaults and County may terminate this agreement upon notice to Licensee.

7.3 County or State Auditor may Audit Sales.

(a) The County or State Auditor, or others as designated by the County, may take steps it deems reasonable and necessary to monitor and to audit ticket sales and any other business records relating to business of the Licensee, including but not limited to auditing receipts by:

(1) Stationing its representative in any booth;
(2) Checking cash register totals or subtotals;
(3) Examining Licensee's ticket sales booths;
(4) Checking ticket inventories; and
(5) Taking all other steps necessary or appropriate to monitor the use and distribution of tickets and audit the amount of gross receipts from sales of goods and services.

(b) Licensee agrees to keep accurate and complete books and records of accounts including but not limited to payroll and general ledgers that will be available on reasonable notice for inspection by agents or employees of the County or State Auditor. Licensee shall keep all records required by this agreement for five (5) years after termination of this agreement.

7.4 Advertising for Carnival and Kittitas County Fair. Licensee shall pay to the County the first year of this agreement TWO THOUSAND DOLLARS ($2,000.00), and for each year of this agreement thereafter TWO THOUSAND DOLLARS ($2,000.00), for a total of TEN THOUSAND DOLLARS ($10,000.00), to be used by the County for advertising the Kittitas County Fair and Carnival. Payment shall be made on or before June 1 of each year.

7.5 County to Furnish Water. The County agrees to furnish to Licensee for use on the fairgrounds reasonable quantities or potable water for domestic purposes only. All other utilities and services required or convenient to Licensee for the operation of its amusement rides,

concessions, and equipment will be arranged for, obtained and furnished by at the expense of Licensee.

7.6 Hold Harmless Agreement. Licensee shall protect, save harmless, indemnify, and defend at its own expense, Kittitas County, its elected and appointed officials, officers, employees, agents, and volunteers from any loss or claim for damages of any nature whatsoever, arising out of the performance of this agreement, including claims by Licensee's employees or third parties, except for those damages solely caused by the negligence or willful misconduct of Kittitas County, its elected and appointed officials, officers, employees, agents, or volunteers. Neither Kittitas County, nor it's elected and appointed officials, officers, employees, agents, or volunteers shall be liable for any damage or injury to the Licensee, its sub-Licensees or sub-contractors, or its or their employees, or its or their properties occurring through, or caused by a defect to the premises used or property licensed pursuant to this agreement. Licensee shall assume the entire risk by loss of or damage to its property or property of its sub-Licensees or sub-contractors used in connection with this agreement. Property shall include but not be limited to the amusement rides, side shows, novelty and game concessions, and food concession booths together with all of their fixtures, supplies, and inventory of merchandise for sale, owned or leased by or consigned to the Licensee or his sub-Licensees or sub-contractors.

7.7 Insurance.

(a) Licensee shall obtain, and maintain continuously for the term of this agreement, occurrence form Commercial General Liability Insurance with endorsements and/or other insurance to indemnify for the activities and services of this contract, with a carrier subject to the approval of the County. Minimum limit of coverage shall be SIX MILLION DOLLARS ($6,000,000.00) combined single limit, each occurrence and TWELVE MILLION DOLLARS ($12,000,000.00) aggregate exclusive to this contract with Kittitas County.

(b) Such insurance shall be endorsed to include Kittitas County, its officers, elected officials, employees, agents, and volunteers as an additional insured, and shall not be reduced or canceled without forty-five (45) days written prior notice to the County.

(c) Such insurance shall be endorsed to include a "cross liability", "severability or interests", or "separation of insured's" indicating essentially that "except with respect to the limits of insurance, and any rights or duties specifically assigned in this coverage part to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought.

(d) Licensee shall provide to County a certified copy of the insurance policy with all endorsements as evidence of coverage. Approval of insurance documentation is a condition precedent to full execution of this agreement.

(e) If the cost to Licensee of insurance necessary to comply with (a) through (d) of this paragraph increases after the 2013 fair in an amount that could not reasonably

have been anticipated by Licensee upon execution of this agreement, Licensee may request that the County enter into negotiations with Licensee, which negotiations shall be limited to the subject of insurance and shall not affect application of (a) through (d) of this paragraph. If the parties do not enter into a written agreement concerning insurance before the first of March after such request, then either party may terminate this agreement by giving written notice of termination to the other party within 15 days thereafter. If the increase in the cost to Licensee of insurance could reasonably have been anticipated or if notice or termination id not given between March 1 and 15 as provided herein, this agreement including the requirements of (a) through (d) of this paragraph shall remain in full force and effect.

7.8 Governing Law and Stipulation of Venue. The laws of the State of Washington shall govern this agreement and the parties stipulate that any lawsuit regarding this agreement must be brought in Kittitas County, Washington.

7.9 Attorney's Fees. The losing party agrees to pay reasonable attorney fees and costs to the prevailing party in the event it is necessary to commence any legal action, suit or proceeding against the other party by reason of any breach of this agreement.

7.10 Indemnification for Damage to County. The Licensee agrees to indemnify the County for any and all damage caused by its negligence to the County's property.

7.11 Termination. This agreement may be terminated by the County if:

(a) In the judgment of the County, it is unable to present an agricultural fair on the dates specified in this agreement.

(b) There is failure to make payment as required or violation of any term of condition provided for herein which Licensee, having been given written notice or any such violation, has failed to correct within a reasonable period of time;

(c) There occurs an assignment for the benefit of creditors by, or an institution of bankruptcy proceedings for or against, the Licensee;

(d) There is shown to exist fraud, collusion, or conflict of interest on the part of any of the parties and/or their agents in obtaining this agreement or carrying out the provisions hereof. For these purposes, the above terms are as defined by the laws of the State of Washington, including, but not in lieu of these laws, conflict of interest is also defined to include the giving or receiving of any gratuity or the entering of any employment relationship between a county officer or employee and the Licensee that is not first disclosed and approved by the County in public meeting.

(e) There is compelling governmental need for the premises which the County determines is inconsistent with the privileges granted herein.

(f) There is a sale of more than forty-nine percent (49%) of the stock of Licensee Corporation to a person not now a shareholder, or the officers or directors of Licensee Corporation are changed. Licensee agrees to promptly inform the County of any such sale or change.

(g) Termination by the County is otherwise provided for in this agreement.

7.12 Termination Rights. In the event of termination, the Licensee shall be obligated to pay all sums due and owing at the date of termination and the County shall not be liable for any damages resulting from the termination.

7.13 Agreement is Personal. It is agreed that the personal and business integrity of Licensee's officers and directors is a major consideration on the part of the County in entering into this agreement, and that the agreement is personal to Licensee and may not be assigned, delegated, transferred or seized by or through any legal proceedings, either voluntarily or involuntarily without express written approval of the County.

7.14 Independent Contractor. Licensee agrees that Licensee will perform services under this agreement as an independent contractor and not as an agent, employee, or servant of County. The parties agree that Licensee and its employees are not entitled to any benefits or rights enjoyed by employees of County. Lessee specifically has the right to direct and control Licensee's own activities in providing services in accordance with the specifications set out in this agreement. County shall only have the right to ensure performance. Lessee agrees that neither it nor its employees, agents, sub-contractors or sub-Licensees shall in any manner represent itself or themselves or permit itself or themselves to be represented to the public as an agent of the County.

7.15 Modifications. This agreement may not be modified orally and modification must be accomplished with the same formalities as are required for the execution of this agreement.

7.16 Correspondence. All correspondence concerning this agreement to be forwarded to Kittitas County Fairgrounds, 512 N. Poplar, Ellensburg, WA 98926 for the County and to Davis Amusement Cascadia, PO Box 1585, Clackamas, OR 97015 for the Licensee.

Dated this _____ day of _____, 2013.

DAVIS AMUSEMENT CASCADIA

_____
Michael S. Davis, President

BOARD OF COUNTY COMMISSIONERS
KITTITAS COUNTY, WASHINGTON

_____
Obie O'Brien, Chairman

_____
Paul Jewell, Commissioner

_____
Gary Berndt, Commissioner

Attest:

_____
Clerk of the Board