



## PROFESSIONAL SERVICES AGREEMENT

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*Between:*

Gallatin County, Montana  
dba Big Sky Country State Fair  
901 North Black  
Bozeman, MT 59715  
p) 406.582.3270 f) 406.582.3273  
e) fairgrounds@gallatin.mt.gov

*And:*

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This Professional Services Agreement (“Agreement”) is entered between Gallatin County, dba Big Sky Country State Fair, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Contractor.”

**1. Relationship of the Parties:** The Big Sky Country State Fair is hosted by the Gallatin County Fair Commission, an administrative body of Gallatin County. Gallatin County is a political subdivision of the State of Montana. The County has the need for and the authority to contract for the Services specified below and desires to have Contractor perform those Services.

Contractor is a [type of company], organized in the State of \_\_\_\_\_ and acting as an independent contractor. Contractor is authorized to conduct business in the State of Montana and the undersigned has authority to enter into this Agreement on Contractor’s behalf.

**2. Services:** Contractor shall provide the services described in the Scope of Work attached as Exhibit “A and incorporated herein by this reference (the “Services”).

**3. Term:** Contractor shall commence the Services no later than \_\_\_\_\_ and continue the Services through \_\_\_\_\_, on which date this Agreement expires. Contractor shall perform the Services without delay, time being of the essence.

**4. Compensation:** The County agrees to pay Contractor \_\_\_\_\_ for the Services. Contractor agrees the Services will be performed for this amount.

**5. Payment Schedule:** Payment requests by Contractor shall include a billing statement specifically detailing all Services completed. Upon receipt of Contractor’s written payment request, the County will assess the Services and approve the payment request or provide the Contractor with a written statement detailing items not approved by the County and the reason for disapproval. The County may only disapprove the payment request or a portion thereof based upon: (i) unsatisfactory performance of the Services; (ii) disputed Services; or (iii) failure to comply with material provisions of this Agreement. The County shall pay all properly submitted invoices within 30 days from receipt, subject to the County’s standard claims processing and review, including, but not limited to, the examination required by § 7-6-2407, Montana Code Annotated.

**6. Representatives.** The County names \_\_\_\_\_, and Contractor names \_\_\_\_\_, as contact persons who shall act as the liaisons between the County and Contractor and

respond to requests from the other party promptly in writing to prevent unreasonable delay in the progress of the Services and Payment Schedule.

- 7. Insurance:** Contractor shall carry Commercial General Liability insurance in the amount no less than \$1,500,000.00 for each occurrence and Automobile Liability in the amount of \$1,500,000.00 combined single limit. All insurance policies shall be primary and noncontributory and shall name Gallatin County as additional insured. Certificates of Insurance evidencing Gallatin County as additional insured and endorsement thereof must be supplied with the signed return of this Agreement. Such certificate shall require no less than fifteen (15) days' notice of cancellation to the County. Contractor shall put the County on immediate notice of any material changes or cancellation in coverage.
- 8. Marketing:** Contractor agrees to supply marketing and promotional materials, such as, but not limited to, high resolution images, video, content and website links for all entertainers appearing at the Big Sky Country State Fair by \_\_\_\_\_. Contractor guarantees and provides all rights to the County to use all logos and other materials provided by Contractor. No materials or logos used exclusively for the Big Sky Country State Fair and produced by Contractor may be copyrighted or patented without the prior written approval of the County.
- 9. Public Access to Information:** Contractor acknowledges that the County is a local government unit and its records are public and subject to disclosure under Montana law. Certain information may be protected from disclosure, such as information concerning an individual privacy interest, legitimate trade secrets, protected proprietary information, and certain information relating to individual or public safety
- 10. Default and Termination:** The parties agree each term and condition contained in this Agreement is material and of the essence. This agreement may be terminated by either party immediately should either party fail to perform in accordance with any term or condition of this Agreement and after such party has failed to cure within ten (10) calendar days' written notice. Should this Agreement terminate for any reason, payment to Contractor shall be made on the basis of services performed to the date of termination.
- 11. Contractor Additional Obligations:** Contractor agrees to the additional obligations, in addition to its performance of the Services: (a) provide all labor, materials, equipment, supplies and incidentals necessary to perform and complete the Services; (b) prepare and present such information as may be pertinent and necessary for the County to pass critical judgment on the quality of the Services; (c) perform the Services in accordance with generally accepted commercial or accepted industry standards regarding similar type services; and (d) allow the County, upon reasonable notice and at reasonable times, the right to review, inspect and examine Contractor's records pertaining to this Agreement. If Contractor utilizes any County property to perform and complete the Services, with or without the permission of the County, Contractor does so at its own risk.
- 12. Waiver and Indemnification:** Contractor waives any and all claims and recourse against the County and its officers, agents and employees, including the right of contribution for loss or damage to person or property arising from, growing out of, or in any way connected with or incident to the performance of this Agreement, except claims arising from the intentional, wrongful, or negligent acts of the County or its officers, agents or employees. Contractor will indemnify, hold harmless, and defend the County and its officers, agents, and employees against any claim, damage, liability, loss, expense, fee, action or charge, including attorney's fees, arising out of Contractor's acts, errors, omissions, or negligence or from Contractor's failure to comply with the requirements of this Agreement or with any applicable law relevant to the performance of this Agreement. In the event of an action filed against the County resulting from the Contractor's performance under this Agreement, the County may elect to represent itself and incur all costs and expenses of suit. These obligations shall survive termination of this Agreement.
- 13. Compliance with Laws:** Contractor agrees to comply with all applicable federal, state and local laws, rules and regulations. Contractor specifically acknowledges the County must comply with the Governmental Code of Fair Practices Act (Title 49, Chapter 3, MCA). Accordingly, Contractor agrees that it will not

perform any part of this Agreement in a manner that discriminates against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin. Any hiring by Contractor for the purposes of this lease must be on the basis of merit and qualifications directly related to the requirements of the particular position being filled.

14. **Independent Contractor:** Contractor, its consultants and subcontractors, shall at all times be considered independent contractors engaged in an independently established business or profession and rendering work and services in the course of such business as an independent contractor. Notwithstanding its obligation to perform the Services, Contractor and its consultants and subcontractors have been and will continue to be free from control or direction over their performance under this Agreement and in fact. The County will not be responsible for withholding any state or federal taxes or social security, nor will the County extend any of the benefits to Contractor that it extends to its employees. Contractor is required to maintain necessary records and withholding.
15. **Workers Compensation:** As an independent contractor, Contractor must provide Workers Compensation for all employees in the amount required by Montana law. A Certificate of Insurance showing compliance with Montana Workers Compensation law (or exemption therefrom) must be supplied to the County with the signed return of this Agreement.
16. **Venue:** An action to enforce this Agreement shall be brought in the District Court of the Eighteenth Judicial District, Gallatin County, Montana. The Parties hereby consent to the jurisdiction of such court.
17. **Notice:** All notices and certifications made pursuant to this Agreement shall be delivered to the persons identified in Paragraph 6 and at the addresses on page 1 by certified mail or personal delivery in care of the party's representative named above. A party shall give the other prompt notice of any change in address.
18. **Interpretation:** This Agreement shall be governed and interpreted according to the laws of the State of Montana. Section headings are for convenience only and are not intended to define or limit any provisions of this Agreement. The provisions of this Agreement are independent and severable, and the invalidity, partial invalidity, or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision. Both parties having been given an opportunity to have this Agreement reviewed by others, the Rule of Construction providing that the Agreement shall be construed against the drafter will not be used in the interpretation of this Agreement.
19. **Entire Agreement:** This document represents the entire and integrated agreement between the County and Contractor and supersedes all prior negotiations, agreements or representations, either written or oral.
20. **Non-Waiver:** Delay, waiver or failure to enforce or assert any claim, defense or provision of this agreement shall not operate as a waiver of any of the County's rights and remedies at law or equity.
21. **Non-Assignment:** It is expressly agreed that this Agreement shall not be assigned, in whole or in part, without the prior written consent of the County. Such consent shall not be unreasonably withheld.
22. **Successors:** This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto and their respective heirs, successors, and assigns.
23. **Execution of Agreement:** The Gallatin County Clerk and Recorder will keep the original Agreement. An exact unaltered copy of the original Agreement has the same force and effect as the original.
24. **Amendment:** This Agreement may only be amended by mutual written consent of both parties.
25. **Remedies Cumulative:** The remedies given in this Agreement to either party shall be cumulative, and the exercise of any one remedy by either party shall not be to the exclusion of any other remedy.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF** the parties have signed this Agreement:

**CONTRACTOR**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name, Title

**GALLATIN COUNTY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_, Chair, Gallatin County Board of County Commissioners  
Printed Name

**EXHIBIT A**  
**SCOPE OF WORK**

Contractor agrees to provide the County with the following services in accordance with the Agreement

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