

Letter of Agreement

This document outlines the working agreement between the event RIVERFEST, and JAMES MILLER, who has been selected to expedite the series of events that comprise RIVERFEST.

Length of Contract:

March 10 – September 15, 2008

Scope of work:

Participate, organize and coordinate activities related to Willamette RiverFest, including but not limited to:

- Fund raising, with specific goals to be set by JAMES MILLER and RIVERFEST based on final event budget.
- Oversight and management of all events produced by RIVERFEST
- Oversight of sanctioned events not produced by RIVERFEST
- Website management and oversight
- Marketing and promotion
- Permit coordination and oversight
- Oversight of any and all financial resolution, in cooperation with fiscal agent Oregon Trout.

Deliverables:

- Site management and expedition of all infrastructure for events produced by RIVERFEST
- Manage CORE committee meetings
- Marketing plan and expedition, including media design, production and placement
- Management and report of equipment and labor costs
- Acquire funding goals for expedition and promotion of events
- Prepare a detailed work plan and timeline for the major components of RIVERFEST for the May 15 HELM meeting.
- Provide a written monthly progress report to HELM, as well as a final report after the event including evaluation and recommendations for future RIVERFEST events.
- Work with fiscal agent Oregon Trout to secure event insurance for RIVERFEST that includes adequate provisions for liability, indemnification of RIVERFEST supporters and volunteers, etc.
- Reach break even point

Fee and Payment Schedule:

\$24,000.00, to be delivered in 6 monthly increments of \$4,000.00. This fee is all inclusive for event coordination for RIVERFEST, and JAMES MILLER is responsible for any and all hiring and paying of his personal staff. Any and all other direct event expenses, such as web site development, advertising, equipment rental and set up, talent fees, etc., must be approved in advance by the RIVERFEST fiscal agent, Oregon Trout.


Schedule of payments:

March 10 (paid)	June 10
April 10 (paid)	July 10
May 10	August 10

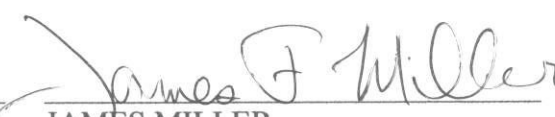
Dispute Resolution:

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable rules, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Agreed this date 5-21, 2008 5-21, 2008



Alan Horton, Managing Director
Oregon Trout (fiscal agent for RIVERFEST)



JAMES MILLER