

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution 95-10


Authorizing a request to enter into a Professional Services Agreement between the Metropolitan Exposition-Recreation Commission and Mr. Ken Wilson of Wilson Sports Marketing.

The Metropolitan Exposition-Recreation Commission finds:

1. Decisions regarding the future of Civic Stadium or a replacement facility require the formation of a Stadium Task Force designed to explore community need, location, design requirements and funding mechanisms needing an estimated timeline of five years;
2. As an aging facility Civic Stadium faces major renewal/replacement capital needs within the next five years;
3. Anchor tenants, the Portland Rockies Baseball Club and Portland State University who is making a bid to enter the Big Sky Conference, need several years of assured facility space in order for each to successfully build its program;
4. Although cost cutting measures have been implemented and new business secured, Civic Stadium continues to run at a deficit in the range of \$ 250,000 to \$ 350,000, and at the current rate, the Stadium strategic reserve fund will be depleted in Fiscal Year 1997-98;
5. Consistent with Civic Stadium's Business Plan, staff has researched and identified the marketing of on-site corporate signage as a significant revenue resource;
6. Staff has entered into an RFP process, made a contractor selection and successfully negotiated contract terms;


BE IT THEREFORE RESOLVED that the Commission approves and authorizes the General Manager to sign the attached Professional Services Agreement: Corporate Marketing Program and direct contractor to begin service.

Passed by the Commission on March 8, 1995.


Chairman


Secretary-Treasurer

APPROVED AS TO FORM:
Daniel B. Cooper, General Counsel

By: 
Mark B. Williams
Senior Assistant Counsel

MERC STAFF REPORT

Agenda Item/Issue: Approval of a Professional Services Agreement with Mr. Ken Wilson, Wilson Sports Marketing

DATE: March 8, 1995

Presented by: Candy Cavanagh

Background and Analysis: As part of the Civic Stadium Business Plan, staff was directed to seek out additional sources of revenue. Realizing there are potential revenue dollars in the marketing of on-site corporate signage, staff initiated a two-phase Request for Proposal process. The first phase sought the services of an industry professional to survey, analyze and report back to MERC the potential revenue and costs attached to a corporate signage program. Further, the successful proposer was to make recommendations as to the type of corporate packages which would work well at Civic Stadium and how best to coordinate our efforts with those of anchor tenants, Portland Rockies and Portland State University. After staff review of submitted proposals, Phase One was awarded to Mr. Ken Wilson who has produced a comprehensive report on Stadium signage potential.

Phase Two asked proposers to respond to our request to provide for the development and implementation of a Corporate Marketing Program, i.e., the sales process and corporate account maintenance. An Advisory Committee, consisting of staff, a Portland Rockies representative, a PSU representative and a Port of Portland representative, reviewed proposal submissions and concluded Ken Wilson's proposal was the strongest but suggested the proposed compensation rate needed further discussion. MERC's General Manager and the Stadium Manager met with Ken Wilson and have concluded successful negotiations which are outlined in the Professional Services Agreement. Built into the agreement is a six-month review which allows MERC to terminate the project if revenue potential is not being realized.

Fiscal Impact: Overall equipment costs could run in excess of \$300,000 with additional start-up costs in the \$50,000 range. The contractor suggests a "buy as you sell" approach to acquiring signage hardware or to finance the purchase and amortize the cost over 5 years. The annual revenue potential is \$400,000. If full revenue potential is reached, after expenses, management fee and commissions MERC could expect to average \$189,000+ per year in net revenues. Year One would be the least profitable year because of start-up costs. If the project is terminated at 6 months, our financial commitment is \$27,000 paid out in management fees.

Discussions with Commission Liaisons and/or User Groups: Both Jack Cain of the Rockies and Randy Nordlof, who was until very recently PSU Athletic Director, have been included in discussions both with staff and with the contractor as he developed his suggested approach to coordinated sales. Commissioner Gary Conkling and staff met first with industry experts and again with Jack Cain and Randy Nordlof early in the development of this project. Commissioner Conkling and Liaison Commissioners Middleton and Foster have been sent copies of the Phase One report.

Recommendation: Staff recommends approval of the Professional Services Agreement for a Corporate Marketing Program at Civic Stadium.

**Professional Services Agreement Contract
Corporate Marketing Program**

THIS AGREEMENT is between the Metropolitan Exposition - Recreation Commission (MERC), a commission organized under the laws of the state of Oregon and the 1992 Metro charter, located at 777 NE Martin Luther King Jr. Blvd., Portland, OR 97232, and Wilson Sports Marketing, referred to herein as "Contractor", located at 2765 SW Scenic Dr. Portland, OR 97225.

In exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Purpose. To provide for the development and implementation of a Corporate Marketing Program for Civic Stadium to acquire sponsored signage revenue.
2. Duration. This professional services agreement shall be a one (1) year agreement as approved by MERC resolution beginning March 8, 1995. A six (6) month review by MERC of Contractor Scope of Services and sales goals, outlined in Exhibit "A", shall take place by September 6, 1995 to determine, at MERC's sole discretion, continuance or termination of this agreement. An additional six (6) months extension option to this one year agreement may be initiated by MERC under the same terms as outlined in Exhibit "A".
3. Scope of Services. At the discretion of the Civic Stadium Manager, Contractor shall develop and implement a Corporate Marketing Program for Civic Stadium as set forth in Exhibit "A: Scope of Services," attached hereto. All services and materials shall be provided by Contractor in accordance with the Scope of Services in a competent and professional manner. To the extent that the Scope of Services contains additional provisions or waives any provisions in the body of this Agreement, the Scope of Services shall control.
4. Compensation and Expenses.
 - a. The total compensation for such services performed by Contractor pursuant to this Agreement shall be computed in the manner described in Exhibit "A" attached hereto. Payments will be made by MERC in the manner described in Exhibit "A" attached hereto.
 - b. All expenses related to this Agreement shall be at Contractor's expense.
 - c. In no event shall the total compensation to Contractor for work performed and reimbursement of expenses incurred pursuant to this Agreement exceed the amounts MERC agrees to pay described in Exhibit "A" attached hereto.

5. Materials and Supplies. Except as otherwise specifically set forth in Exhibit "A", attached hereto, Contractor shall, at its sole expense, furnish all sales materials and supplies which are or may be required for performance of services pursuant to this Agreement.

6. Maintenance of Records. Contractor shall maintain all of its records relating to the Scope of Service on a generally recognized accounting basis and allow MERC the opportunity to inspect and/or copy such records at a convenient place during normal business hours. All required records shall be maintained by Contractor for three years after MERC makes final payment and all other pending matters are closed.

7. Ownership.

Contractor agrees that all work products including, but not limited to, notes, designs, drawings, reports, memoranda, and all other tangible personal property of whatever nature produced in the performance of this Agreement shall be the sole property of MERC, provided that Contractor may retain file copies of said work products. Contractor shall provide said work products to MERC upon request.

Contractor represents and warrants that all materials or work product to be furnished to MERC will be produced by Contractor or that required permissions and license agreements will be obtained and paid for by Contractor and that MERC is free to use, reuse, publish or otherwise deal with all such materials except as otherwise specifically provided in Exhibit "A", attached hereto.

8. Limitation of Compensation. MERC is not obligated to employ Contractor or pay royalties or other compensation of any kind to Contractor as result of the use by MERC of the work products referred to in Section 7 hereof, whether or not said use relates to the project for which said work product was prepared.

9. Insurance.

a. Contractor shall purchase and maintain at the Contractor's expense, the following types of insurance, covering the Contractor, its employees, and agents:

(1) Automobile bodily injury and property damage liability insurance.

b. Contractor, its subcontractors, if any, and all employers working under this Agreement that are subject employers under the Oregon Workers' Compensation Law shall comply with ORS 656.017, which requires them to provide Workers' Compensation coverage for all their subject workers.

c. Contractor shall complete and return either NO EMPLOYEE CERTIFICATE (Exhibit "C") or SMALL CORPORATIONS CERTIFICATE (Exhibit "D").

10. Indemnification. Contractor shall indemnify and hold the City of Portland, Metro, MERC, their agents, employees and officials harmless for any and all claims, demands, damages, actions, losses and expenses, including attorney fees, arising out of or in any way connected with its performance of this Agreement, or with any patent infringement or copyright claims arising out of the use of Contractor's designs or other materials by MERC and for any claims or disputes involving subcontractors.

11. Independent Contractor Status. Contractor shall be an independent contractor for all purposes and shall be entitled only to the compensation provided for in this Agreement. Under no circumstances shall Contractor be considered an employee of MERC. Contractor shall provide all tools or equipment necessary to carry out this Agreement, and shall exercise complete control in achieving the results specified in the Scope of Services. Contractor is solely responsible for its performance under this Agreement and the quality of its work; for obtaining and maintaining all licenses and certifications necessary to carry out this Agreement; for payment of any fees, taxes, royalties, or other expenses necessary to complete the work except as otherwise specified in the Scope of Services; and for meeting all other requirements of law in carrying out this Agreement. Contractor shall identify and certify tax status and identification number through execution of IRS form W-9 prior to submitting any request for payment to MERC.

12. Right to Withhold Payments. MERC shall have the right to withhold from payments due to Contractor such sums as are necessary, in MERC's sole opinion, to assure the performance required of Contractor under this Agreement or to hold MERC harmless from any failure to perform under this Agreement or the failure of Contractor to make proper payment to any suppliers or subcontractors.

13. State and Federal Law Constraints. Both parties shall comply with the public contracting provisions of ORS chapter 279, and the recycling provisions of ORS 279.545 - 279.650, to the extent those provisions apply to this Agreement. All such provisions required to be included in this Agreement are incorporated herein by reference. Contractor shall comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations including those of the Americans with Disabilities Act.

14. Situs. The situs of this Agreement is Portland, Oregon. Any litigation over this agreement shall be governed by the laws of the State of Oregon and shall be conducted in the Circuit Court of the State of Oregon for Multnomah County or, if jurisdiction is proper, in the U.S. District Court for the District of Oregon.

15. Assignment. This Agreement is binding on each party, its successors, assigns, and legal representatives and may not, under any circumstance, be assigned or transferred by either party.

16. **Termination.** This Agreement may be terminated by mutual consent of the parties. In addition, **MERC** may terminate this Agreement for convenience and without cause by giving Contractor seven (7) days prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Termination shall not excuse payment for expenses properly incurred prior to notice of termination, but neither party shall be liable for indirect or consequential damages arising from termination under this section.

17. **No Waiver of Claims.** The failure to enforce any provision of this Agreement shall not constitute a waiver by **MERC** of that or any other provision.

18. **Modification.** Notwithstanding and succeeding any and all prior agreement(s) or practice(s), this Agreement constitutes the entire Agreement between the parties, and may only be expressly modified in writing(s), signed by both parties.

19. **Compliance with MERC Minority and Women-Owned Business Program.**

a. **MERC MBE/WBE Program Requirements:** **MERC** is committed to provide Maximum opportunities to State of Oregon certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in contracting activities. In the procurement of any subconsultants and subcontracting that may result from contract award, Contractor will be required to comply with the requirements of **MERC's** MBE/WBE Business Utilization Program as contained in the **MERC's** Purchasing Policies and Procedures.

b. **MERC First Opportunity Target Area Policy:** Contractor shall, consistent with Oregon law and policies adopted by **MERC**, pursue a policy of providing first opportunity for available jobs to economically disadvantaged residents living in economically distressed neighborhoods in the vicinity of the Oregon Convention Center and Portland Memorial Coliseum. Contractor shall cooperate, to the maximum extent possible, with local job training and economic development agencies to identify, solicit, assist and, if necessary, train such persons to qualify for and receive employment with Contractor.

MERC First Opportunity Target Area District Map and Target Area Certified MBE/WBE Directory are available from **MERC** Administration.

MERC reserves the right, at all times during the period of this agreement, to monitor compliance with the terms of this agreement and **MERC's** First Opportunity Target Area Policy and MBE/WBE Business Utilization Program. Also, Contractor must document and report to **MERC** every six months on the implementation and results of these requirements.

Failure on the part of the Contractor to carry out the applicable provisions of **MERC's** MBE/WBE Business Utilization and First Opportunity Program may result in contract termination or such other remedy as **MERC** deems appropriate.

20. Exhibits. All exhibits referred to herein are attached hereto and are incorporated herein by reference.

21. Additional Services Provided by Contractor. Should Contractor successfully conduct full inventory sales within the terms of this agreement, MERC may re-negotiate with Contractor to provide for an on-going corporate account maintenance and sponsorship renewal program.

WILSON SPORTS MARKETING

MERC/PORTLAND CIVIC STADIUM

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Scope of Services/Rate of Compensation

A. Contractor shall perform the following services:

1. Represent Civic Stadium advertising opportunities to potential corporate sponsors to include the following:
 - a) Develop and maintain corporate sponsor prospect list.
 - b) Develop Civic Stadium sponsorship sales presentation and collateral material. To the extent available, MERC design and copy editing resources may be utilized. Civic Stadium name, logo and other identifying design elements shall be incorporated into all presentation material.
 - c) Include and incorporate MERC administrative staff as participants in the sales process.
 - d) Develop for review and approval by MERC administrative staff and MERC's legal counsel a standard sponsorship advertising contract to include signature approval by Sponsor, Contractor and MERC Stadium Manager.
 - e) Negotiate financially viable sponsored on-site signage contracts in behalf of Civic Stadium. All negotiated contract terms and conditions must be approved by Stadium Manager before contract signing and initiation of Sponsor payments to MERC.
 - f) Provide on-going customer service to sponsor clients to include MERC administration in the process as is necessary to maintain healthy contract renewal prospects.
2. Sales Goals. Contractor shall provide best efforts to secure signed corporate contracts with gross sponsor signage revenue amounts of two hundred thousand dollars (\$200,000) on or before September 6, 1995 and totalling four hundred thousand dollars (\$400,000) annually by March 8, 1996. Contractor makes no guarantee to achieve these sales goals by the dates listed.
3. Provide assistance in acquisition of signage equipment and services which may include:
 - a) Conduct research and make recommendation on equipment acquisition and help develop an acquisition strategy.
 - b) Participate as part of team formed to develop equipment RFP.
 - c) Provide recommendations and advice in the equipment RFP evaluation process.
 - d) Assist in the negotiation of final equipment provider(s) pricing.
4. Report sales activities. Contractor shall provide weekly reports to include signage sales analysis, and signage prospects as outlined in Exhibit "B" pages 8-11, attached.

5. Recordkeeping and accounting: Upon sponsor contract signing, **MERC** Accounting Department shall maintain accounts receivable records for all sponsor accounts per the terms and conditions set forth in each sponsor contract. **MERC** shall initiate all invoicing, and payments shall be made directly to **MERC** according to the payment schedule set forth in each sponsor contract.

B. Compensation. For the Scope of Services and sales goals described in this agreement, Contractor shall receive the following compensation:

1. Management Fee

- a) Months one (1) through six (6), March 8, 1995 through September 7, 1995: Twenty-seven thousand dollars (\$27,000) to be paid in equal monthly installments of four thousand five hundred dollars (\$4,500) each. Installments shall be paid out on the 15th of each month with the first payment due to Contractor on March 15, 1995.
- b) If agreement is continued upon six (6) month review, months seven (7) through twelve (12), September 8, 1995 through March 7, 1996: Twenty-seven thousand dollars (\$27,000) to be paid in equal monthly installments of four thousand five hundred dollars (\$4,500) each. Installments shall be paid out on the 15th of each month.

2. Sales Commissions.

- a) A sales commission on gross sponsor sales shall be paid according to the following schedule:

<u>Gross Sponsored Signage Revenue</u>	<u>Commission Paid to Contractor Retroactive to Dollar One</u>
\$ 0 to \$100,000	0%
\$100,001 to \$200,000	5%
\$200,001 to \$300,000	7.5%
\$300,001 to \$400,000	10%
\$400,001 and above	15%

- b) Commission fees shall be paid only upon **MERC**'s receipt of sponsor payments. Contractor shall receive commissions from sponsor payments received by **MERC** between the 1st and 15th on the 30th of the same month, and from payments received by **MERC** between the 16th and 30th on the 15th of the following month.
- c) No Contractor commission fees shall be paid upon "team permanent signage" (TPS) sales conducted by the Portland Rockies or Portland State University.

EXHIBIT B

Signage

(Signage for field and scoreboard)

Signage Sales Analysis

Source	Beginning Inventory		Remaining Inventory		Sales To-Date		
	Units	Max. Gross	Units	Gross	Units	Amount	% Sold
Mac Club Wall of Fame	1.00	\$75,000	1.0	\$75,000	0.0	\$0	0.00%
Center Field Billbaord	1.00	\$15,000	3.0	\$35,000	0.0	\$0	0.00%
Scoreboards	3.00	\$35,000	1.0	\$15,000	0.0	\$0	0.00%
Exit Way Signage	22.00	\$29,000	22.0	\$29,000	0.0	\$0	0.00%
Entry Way Signage	22.00	\$51,000	22.0	\$51,000	0.0	\$0	0.00%
Concession Stand Signs	36.00	\$60,000	36.0	\$60,000	0.0	\$0	0.00%
Concourse Entry	5.00	\$12,000	5.0	\$12,000	0.0	\$0	0.00%
Concourse Wing Wall	31.00	\$37,500	31.0	\$37,500	0.0	\$0	0.00%
Condiment Stand	10.00	\$17,000	10.0	\$17,000	0.0	\$0	0.00%
Exterior Ticket Booth	3.00	\$72,000	3.0	\$72,000	0.0	\$0	0.00%
TOTAL	134.00	\$403,500	134	\$403,500	0.0	\$0	0.00%

MAC CLUB WALL OF FAME

Client	Pos.	Units	Amount	Ctrct. Sgnd.	Term	Rep.	Comments
TOTAL Wall of Fame							
		0.00	\$0				

CENTERFIELD BILLBOARD

Client	Pos.	Units	Amount	Ctrct. Sgnd.	Term	Rep.	Comments
TOTAL C.F. BILLBOARD							
		0.00	\$0				

SCOREBOARDS

Client	Pos.	Units	Amount	Ctrct. Sgnd.	Term	Rep.	Comments
TOTAL SCOREBOARD							
		0.00	\$0				

EXIT WAY SIGNAGE SOLD

Client	Pos.	Units	Amount	Circt Sgnd	Term	Rep	Comments
TOTAL EXITWAY		0.00	\$0				

ENTRY WAY CONCOURSE Signage Sold

Client	Pos.	Units	Amount	Circt Sgnd	Term	Rep	Comments
TOTAL ENTRY WAY		0.00	\$0				

CONCESSION STAND SIGNAGE Sold

Client	Pos.	Units	Amount	Circt Sgnd	Term	Rep	Comments
TOTAL CONCESSION STAND		0.00	\$0.00				

CONCOURSE ENTRY WAY SIGNAGE SOLD

Client	Pos.	Units	Value	Circt Sgnd	Term	Rep	Comments
TOTAL CONL ENTRY SOLD		0.00	\$0				

CONCOURSE WING WALL SOLD

Client	Pos.	Units	Amount	Circt Sgnd	Term	Rep	Comments
TOTAL CON WING WALL SOLD		0.00	\$0.00				

CONDIMENT STAND SIGNAGE SOLD

Client	Pos.	Units	Amount	Circt Sgnd	Term	Rep	Comments
TOTAL CONDIMENT SOLD		0.00	\$0.00				

EXTERIOR MESSAGE CENTER TRIVISION SOLD

Client	Pos.	Units	Amount	Circt Sgnd	Term	Rep	Comments
TOTAL E. TRIVISION SOLD		0.00	\$0.00				

Signage Inventory

Client	Pos.	Units	Amount	Circt Sgnd	Term	Rep	Comments
MAC CLUB WALL OF FAME							
Available MAC Club Wall of Fame		1.00	\$75,000				
Total MAC CLUB Wall of Fame		1.00	\$75,000				
SCOREBOARDS							
Available Main Scoreboard Upper Main		1.00	\$20,000				
Available Right Field /Endzone Scoreboard		1.00	\$7,500				
Available Left Field/Endzone Scoreboard		1.00	\$7,500				
Total Scoreboards		3.00	\$35,000				
CENTERFIELD BILLBOARD							
Available Centerfield Billboard		1.00	\$15,000				
TOTAL C.F. BILLBOARD		1.00	\$15,000				
EXIT WAY SIGNAGE							
Available High Visible		Sec 9-14	7.00	\$14,000			
Available Variable Exit		Sec 1-8	8.00	\$8,000			
Available Variable Exit		Sec 15-22	7.00	\$7,000			
TOTAL EXIT WAY SIGNAGE		22.00	\$29,000				
ENTRY WAY SIGNAGE							
Available High Visible		Sec 9-14	7.00	\$21,000			
Available Variable		Sec 1-8	8.00	\$18,000			
Available Variable		Sec 15-22	7.00	\$14,000			
TOTAL ENRY AVAILABLE		22.00	\$51,000				

CONCESSION STANDS SIGNAGE

High Volume	Sec 9-10	8.00	\$16,000
High Volume	Sec 16-17	8.00	\$16,000
High Volume	Sec 5-6	8.00	\$16,000
Low Volume	Sec 20	4.00	\$4,000
Low Volume	Sec 32	4.00	\$4,000
Variable	Sec 4	4.00	\$4,000

TOTAL CONCESSION STANDS		36.00	\$60,000
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CONCOURSE ENTRY WALL

Primary Concourse Wall	Sec 9	1.00	\$3,000
Main Concourse Wall	Sec 15	1.00	\$3,000
Storage Area Wall	Sec 7	1.00	\$2,000
Concourse Wall	Sec 18	1.00	\$2,000
First Air/Security Wall	Sec 11	1.00	\$2,000

TOTAL CONCOURSE ENTRY WALL		5.00	\$12,000
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CONCOURSE WING WALL

Available Historic Photo	Sec 7-6	2.00	\$3,000
Available Historic Photo	Sec 8-7	2.00	\$3,000
Available Historic Photo	Sec 9-8	1.00	\$1,500
Available Historic Photo	Sec 11-10	1.00	\$1,500
Available Historic Photo	Sec 13-12	1.00	\$1,500
Available Historic Photo	Sec 13-14	2.00	\$3,000
Available Historic Photo	Sec 14-15	2.00	\$3,000
Available Historic Photo	Sec 15-16	2.00	\$3,000
Available Historic Photo	Sec 3	1.00	\$1,000
Available Historic Photo	Sec 3-4	2.00	\$2,000
Available Historic Photo	Sec 4-3	2.00	\$2,000
Available Historic Photo	Sec 5	2.00	\$2,000
Available Historic Photo	Sec 6-5	2.00	\$2,000
Available Historic Photo	Sec 17-16	1.00	\$1,000
Available Historic Photo	Sec 18-17	2.00	\$2,000
Available Historic Photo	Sec 19-18	2.00	\$2,000
Available Historic Photo	Sec 20-19	1.00	\$1,000
Available Historic Photo	Sec 21-20	1.00	\$1,000
Available Historic Photo	Sec 23-22	2.00	\$2,000

		31.00	\$37,500
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Condiment Stand Signage

Available Condiment	Sec 22	1.00	\$1,500
Available Condiment	Sec 21	1.00	\$1,500
Available Condiment	Sec 20	1.00	\$1,500
Available Condiment	Sec 17	1.00	\$1,500
Available Condiment	Sec 16	1.00	\$2,000
Available Condiment	Sec 10	1.00	\$2,000
Available Condiment	Sec 9	1.00	\$2,000
Available Condiment	Sec 7	1.00	\$2,000
Available Condiment	Sec 5	1.00	\$1,500
Available Condiment	Sec 4	1.00	\$1,500

TOTAL CONDIMENT STANDS		10.00	\$17,000
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EXTERIOR SIGNAGE

Available Trivision #1		1.00	\$24,000
Available Trivision #2		1.00	\$24,000
Available Trivision #3		1.00	\$24,000

TOTAL EXTERIOR SIGNAGE		3.00	\$72,000
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Total Available Signage		134.00	\$403,500
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Signage Prospects

Prospects	Pos.	Units	Amount	Age	Rep	Probability
Signage Presented		0.00	\$0			

**NO EMPLOYEE CERTIFICATE
EXHIBIT C**

The undersigned Contractor in the attached Metropolitan Exposition-Recreation Commission agreement certifies:

1. I provide services under my own name or under the assumed business name(s) shown on the attached MERC agreement.
2. I have no employees.
3. I am not incorporated.
4. No employees of any employer will provide services in the performance of the attached MERC agreement.
5. I have medical coverage.
6. I understand that I will not be covered Metro/MERC.

Dated: _____

Contractor: _____

**SMALL CORPORATIONS CERTIFICATE
EXHIBIT D**

I certify that all labor necessary to complete the services described in the attached Agreement will be performed by the undersigned and _____, and that each such person is an officer, director and owner of a substantial interest in _____, corporation organized under the laws of the state of Oregon.

I further certify that all those providing services are covered by medical insurance and understand they will not be covered by Metro/MERC.

Dated: _____

Contractor: _____