

AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

THIS AGREEMENT, is made and entered into this ____ day of September 2025, between Robert B. Norris, Kootenai County Sheriff, and Kootenai County, a political subdivision of the State of Idaho (hereinafter collectively referred to as the "County") and Silverwood, Inc., dba Silverwood Theme Park, a privately owned theme park, located at 27843 N. Highway 95, Athol, Idaho, 83801 (hereinafter referred to as the "Silverwood").

WHEREAS, Silverwood desires to enter into a contract with the County for the performance of additional law enforcement services in the general area of Silverwood Theme Park during the time period when Silverwood Theme Park is transformed into "Scarywood" during the 2025 Halloween season; and

WHEREAS, the County agrees to render such services under the terms and conditions set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. **COST REIMBURSEMENT.** Silverwood agrees to reimburse the County for any wages paid to its County's law enforcement personnel engaged in law enforcement activities in the general area and on behalf of Silverwood during the Scarywood event. The reimbursement shall be calculated at the deputy's overtime rate of pay, plus the costs of associated benefits.

2. **LAW ENFORCEMENT SERVICES.** The County agrees to employ, furnish, and supply all necessary personnel, together with their equipment, supplies and supervision, vehicles and equipment, and such other items as are reasonably necessary to provide law enforcement services in the general area of Silverwood under the following terms and conditions:

a. The County shall provide law enforcement services (2 deputies each shift) for the general area around and inside of Silverwood Theme Park from October 3rd, 2025, through Midnight on November 2nd, during the following dates and hours:

Friday (7pm-12am)
Saturday (7pm-12am)
Sunday (7pm-11pm)

Week #1 October 3rd, 4th, 5th
Week#2 October 10th, 11th, 12th
Week #3 October 17th, 18th, 19th
Week#4 October 24th, 25th, 26th

*Not open on Halloween night
Week #5 November 1st and 2nd (Saturday and Sunday)

b. The services to be provided shall include vehicle patrols of the parking lot and public roadways in the general area during the hours indicated above for the purposes of keeping the peace and enforcing the criminal and traffic laws in the general area of Silverwood Theme Park. It shall also include foot patrols inside Silverwood.

In addition, the County will provide a static car for display near the Silverwood Theme Park entrance to suggest the presence of law enforcement in the area and to serve as a deterrent for illegal activity. The Kootenai County Sheriff's Office, located at 2451 W. Dakota Ave. Hayden, Idaho 83835, will be used as an operations base for the services contemplated herein. In addition, County deputies shall perform such community service tasks as may be necessary to aid in delivering such services to the patrons of Silverwood.

- c. Notwithstanding any provision in this Agreement, the parties understand and agree that the Sheriff may, in his sole discretion, divert the assigned personnel and equipment to other locations within Kootenai County in the event of an emergency or on occasion as service demands require.
- d. The personnel used by the County to provide law enforcement services shall remain under the jurisdiction and control of the County while these services are being rendered. The County shall be responsible for setting and maintaining the standard of performance of such personnel.
- e. The scope of the law enforcement services shall be to enforce all laws of the State of Idaho and all applicable ordinances, including animal control ordinances, and to preserve the peace within the general area.
- f. It is understood and agreed that in the event that a deputy makes an arrest while working during Scarywood, that deputy may be required to physically leave the location to complete the arrest, and another deputy may not be dispatched to the location during the arresting deputy's absence.
- g. It is understood and agreed that shifts scheduled during the above-described time periods may last longer than expected, especially on Saturday nights, depending upon the number of patrons attending the event. The parties agree that in such event, the deputies will remain and provide law enforcement services at Silverwood until such time as the event is over, the patrons have dispersed, and/or the Silverwood Security personnel have informed the deputies their services are no longer needed.

3. **GENERAL LIABILITY.** Silverwood agrees to indemnify and hold the County harmless from any and all liability, loss, damage or claims, excluding that arising from the negligent or intentional acts of the County's officers, that it may suffer arising out of or in connection with the actions of Silverwood, its agents and employees, rendered pursuant to this Agreement. It is understood that the County law enforcement officers are not employees of Silverwood, and that the County is responsible for performance of the law enforcement services addressed thereby. Both parties agree to cooperate with the other to the greatest extent possible in the defense of any claim brought against either party.

4. **INSURANCE.** Both the County and Silverwood agree to obtain and keep in force during their performance under this Agreement a comprehensive general liability insurance policy in an amount not less than \$1,000,000.00. Such policies shall name and protect each respective party, all employees, officers, agents and employees, from and against claims, losses, actions, and judgments for damages or injury to persons or property arising out of or in connection with the acts of Silverwood or the County law enforcement officers pursuant to this Agreement.

5. **TERM OF AGREEMENT.** This Agreement shall be effective, commencing on the 3rd day of October, 2025, and continue in full force and effect through 12:00 a.m. on the 3rd day of November, 2025.

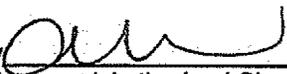
6. **GENERAL PROVISIONS.** This Agreement represents the entire agreement of the parties hereto and supersedes all other contracts, oral agreements or any other memoranda. This Agreement may be modified only by a writing executed in the same form and manner as this Agreement has been executed. The terms and conditions of this Agreement shall be governed by the laws of the State of Idaho. Jurisdiction and venue for any legal action arising from the terms of this Agreement shall be in the District Court in Kootenai County, Idaho.

7. **RECITALS.** The above and foregoing recitals shall be considered a part of this Agreement for all purposes and interpretations.

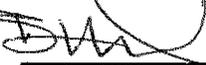
IN WITNESS WHEREOF, the parties have approved this Agreement by their respective governing bodies on the dates set forth below, and this Agreement has been signed and attested by the authorized officials of each party.

DATED this 24 day of September, 2025.

SILVERWOOD, INC. aka SILVERWOOD THEME PARK

By  Annie Van Vliet, CFO
Silverwood Authorized Signer

DATED this 29TH day of SEPTEMBER, 2025.

 FOR ROBERT NORRIS
Robert B. Norris, Kootenai County Sheriff

DATED this _____ day of _____, 2025.

**KOOTENAI COUNTY
BOARD OF COMMISSIONERS**

**ATTEST:
JENNIFER LOCKE, CLERK**

By _____