

ADDENDUM TO RINGSIDE LIVE CONTRACT
Between
Laramie County & Ringside Live f/k/a ShowBarnFlix

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Landree Trehal d/b/a Ringside Live f/k/a ShowBarnFlix, P.O. Box 391, Ault, CO 80610 (hereinafter, "CONTRACTOR")(hereinafter collectively referred to as the 'Parties'). The Parties hereby agree:

I. PURPOSE

The purpose of this Addendum is to modify the proposal to assist Laramie County with livestreaming of events at the Laramie County Fair, attached hereto as Attachment 'A' titled "2025 Laramie County Fair Webcast Proposal", and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and shall remain in full force pursuant to the terms of this Addendum and Agreement.

III. RESPONSIBILITIES OF CONTRACTOR AND COUNTY

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR an amount not to exceed \$7,200.00 plus travel as limited by this Addendum. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. MODIFICATIONS to ATTACHMENT A

- A. Reasonable hotel, car rental and/or mileage expenses will be reimbursed. Airfare will not be reimbursed.
- B. Section C under Advertising/Sponsorships is hereby removed.

V. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for

federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

B. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR acknowledges the requirement for the use of Wyoming labor pursuant to W.S. §16-6-203 as amended, except in circumstances as provided by law including, but not limited to W.S. §16-6-201 et seq.

C. Entire Agreement: The Agreement (2 pages) and Addendum (5 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

D. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

E. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

F. Termination: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

G. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of this Agreement and Addendum are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Addendum because of race, color, gender, creed, handicapping condition, or national origin.

J. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

K. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum and shall inure solely to the benefit of the parties to this Agreement and Addendum.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Agreement.

O. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

P. Limitation on Payment: COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If

funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

Q. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

R. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

S. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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ADDENDUM TO RINGSIDE LIVE CONTRACT
Between
Laramie County & Ringside Live f/k/a ShowBarnFlix

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

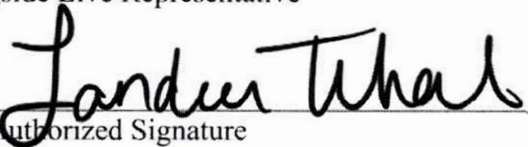
Date _____

ATTEST:

By: _____
Laramie County Clerk


Date _____

Ringside Live Representative

By: 
Authorized Signature

Date 6-10-25

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date 7-2-25



February 18, 2025

Nicholle Watkins
Laramie County Fair
Cheyenne, Wyoming

Hello Nicholle,

Thank you for the opportunity to submit a webcast proposal for the 2025 Laramie County Fair! We would absolutely love to make the trip to Cheyenne in August!

You might have noticed that we recently rebranded the business as Ringside Live. We are truly humbled by the positive feedback that we have received up to this point and we are excited about the future.

Although we are fortunate to webcast all around the country, it is imperative to us that each show be given individual attention and a personalized approach as we understand just how much work that goes on behind the scenes from the exhibitors, show staff and volunteers. For that reason, each show is not just another number to our business but rather an opportunity to build a lasting relationship and really showcase all of the hard work and dedication involved in producing a livestock show.

Due to the fact that all of our staff and interns have been involved in the livestock industry, we understand each individual specie which allows us to provide the best possible viewing experience for every show. We pride ourselves on our attention to detail, providing the most ideal manned camera angles, full HD resolution and also having the ability to customize show details such as: on-screen graphics with class numbers, divisions and winners, rolling banner ads and video roll-ins. Our goal is to make the viewers at home feel like they are sitting Ringside!

Below you will find a detailed proposal that is based off of the schedule you sent over. If there happen to be any changes or additions we can easily make an adjustment.

I appreciate your time and consideration and look forward to working with you!

Cydney Whiteus
Show Coordinator
740-610-1167
Cydney@Ringsidelive.co

2025 Laramie County Fair Webcast Proposal

Live Webcast Details, August 1-8, 2025:

- 8 webcast days / 8 total rings
- Class, division and class winners on screen
- Video roll-ins, announcements, and banner ads on screen
- Social media posts
- All archives will be free to watch after the show
- Live Commentary set up available (Commentators provided by the event)
- One camera angle per ring

Pricing: \$900 Ring/Day

Total: \$7,200 *(plus travel)

Travel expenses would include: hotel, airfare or gas, and rental car for all technicians. We will attempt to keep travel expenses as low as possible! We will provide all receipts and travel costs will not exceed **\$2,625**. In the attempt to keep expenses low, if you have any discounted hotel rates, we would be glad to book through that.

Estimates based on a search for those dates:

Hotel approx. \$1,550(1 room @ \$152/night x nights + tax), Airfare approx. \$430, Rental Car approx. \$600. If technicians are able to drive, we will calculate mileage to and from their location and multiply by the 2025 mileage rate.

To ensure a successful show, Laramie County Fair will need to provide Ringside Live:

- **Power, hardwire internet and audio connections at all webcast stations is imperative.**
 - Minimum internet speed of 25 mbps upload speed after testing on speedtest.net. However, the higher the number, the better the quality and consistency will be for the stream.
 - A password locked Wifi connection, that very minimal people have access to, at the same speed above is accepted. However, it can be more inconsistent and lead to dropped connections throughout the shows.
 - We must either be provided an audio cable coming from the PA System to our webcast station or have our webcast station within 30 feet of the PA System to allow us to plug into the output to get the announcer and judges mics on the stream.
- Entrance and parking passes for staff for the run of the show
- Class list for each individual show

Advertising/Sponsorships:

A. Major Sponsors

Should Laramie County Fair secure a major sponsor(s) to cover the total webcast fees for the whole event, we have the ability to put 3-4 major sponsor logos on the screen during all shows that will not rotate with any others. Example: During the NWSS, Purina, Sullivans and CCI.live all had a static logo on the left side of the screen that did not rotate with any others.

B. Laramie County Fair Advertisement Sales

Any advertising dollars that are sold by Laramie County Fair will be kept by Laramie County Fair. Banner ads will be in a continuous rotation throughout the show at the bottom of the screen and any pre-made videos sent to us can be played before, during, or at the end of each ring per day, per your request. (The dollar amount per webcast ad can be determined by the Laramie County Fair.)

C. Ringside Live (RSL) Advertisement Sales

RSL reserves the right to run advertisements sold by RSL in the form of rotating banner ads. This typically includes individual breeders or feed/supply companies that advertise with us throughout the year.

Ring Breakdown:

August 1:

Ring 1: Bucket Calf Contest, Youth Breeding Beef Showmanship & Show, Youth Feeder Calf Contest, Supreme Row Cow Contest, Western Plains Heifer Jackpot Show

August 2:

Ring 1: 4-H/FFA Dairy Goat Show & Showmanship, Youth Breeding Sheep Show & Showmanship, Youth Breeding Meat Goat Show & Showmanship

August 3:

Ring 1: 4-H Alpaca Show, Pee Wee Alpaca Show, Goat Born & Raised Youth Show

August 4:

Ring 1: FFA Market Goat Showmanship & Show, 4-H Market Goat Showmanship, Pee Wee Showmanship Contest, 4-H Market Goat Show

August 5:

Ring 1: FFA Market Sheep Showmanship & Show, 4-H Market Sheep Showmanship, Pee Wee Showmanship Contest, 4-H Market Sheep Show, Beef Born & Raised Youth Show

August 6:

Ring 1: FFA Market Hog Showmanship & Show, 4-H Market Hog Showmanship, Pee Wee Showmanship Contest, 4-H Market Hog Show, Lamb Born & Raised Youth Show

August 7:

Ring 1: FFA Market Beef Showmanship & Show, 4-H Market Beef Showmanship, Pee Wee Showmanship Contest, 4-H Market Beef Show, Hog Born & Raised Youth Show

August 8:

Ring 1: FFA Large Animal Round Robin, 4-H Large Animal Round Robin, PeeWee Sheep Lead, 4-H Small Animal Round Robin

Total Rings: 8

The Schedule above is based on the schedule you sent over. Please let me know if you see any changes, and we can easily adjust!