

ADDENDUM TO THE FUSION TALENT GROUP MAGIC BEAN AG SHOW
Between
LARAMIE COUNTY AND FUSION TALENT GROUP

THIS ADDENDUM is made and entered into by and between Laramie County, 3967 Archer Parkway, Cheyenne, Wyoming 82009 ("COUNTY") and Fusion Talent Group, 344 William Street, Stratford, Ontario, N5A 4Y5, Canada ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Magic Bean Ag Show Contract (hereinafter "Agreement"), intended for obtaining a sanctioned event from CONTRACTOR, and incorporated into this Addendum by this reference as "Attachment A."

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in the Agreement.

V. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR no more than \$12,000.00 (twelve thousand dollars) for the services as set forth in the Agreement.

VI. MODIFICATIONS

1. The following language of the second paragraph of the agreement is omitted in its entirety and shall be of no force and effect:

~~THIS AGREEMENT IS PLAY OR PAY AND NON-CANCELABLE: FAILURE ON PART OF EITHER PARTY SIGNING THE AGREEMENT TO FULFILL SAME SHALL MAKE THE PARTY FAILING TO DO SO RESPONSIBLE FOR THE AMOUNT OF THE CONTRACT.~~

2. The following language of the third paragraph of the agreement is omitted in its entirety and shall be of no force and effect:

~~NOTWITHSTANDING ANYTHING CONTAINED HEREIN, INCLEMENT WEATHER SHALL NOT BE DEEMED FORCE MAJEURE OCCURRENCE, AND THE PURCHASER SHALL REMAIN RESPONSIBLE FOR THE FULL CONTRACTED SHOW FEE EVEN IF THE PERFORMANCE(S) CALLED FOR HEREIN ARE PREVENTED BY SUCH WEATHER CONDITIONS PROVIDED THAT THE ARTIST IS READY, WILLING AND ABLE TO PERFORM.—~~

VII. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the 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.

2. Entire Agreement: The Agreement (1 page) and this Addendum (4 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.

3. 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.

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

5. 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; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. 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.

7. 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 the COUNTY's governmental immunity as provided in this Agreement and Addendum.

8. **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.

9. **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.

10. **Governmental/Sovereign Immunity:** The 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.

11. **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.

12. **Indemnification:** To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless the 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 the COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide the COUNTY with proof of such insurance.

13. **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.

14. **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.

15. Limitation on Payment: The 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 the COUNTY at the end of the period for which funds are available. The COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected 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 the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the 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.

16. 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.

17. 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.

18. 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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Between

LARAMIE COUNTY AND FUSION TALENT GROUP

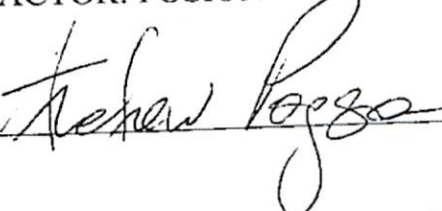
LARAMIE COUNTY

By: _____ Date _____
Troy Thompson, Chairman, Laramie County Board of Commissioners

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: FUSION TALENT GROUP

By:  Date July 6/22

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 7/9/22
Laramie County Attorney's Office



THIS AGREEMENT IS MADE ON April 28th 2022 BETWEEN ANDREW POGSON /FUSIONTalent Group
CONTACT NAME: Nicholle Watkins Laramie County Fair
SHOW DESCRIPTION: the Magic Bean Ag show
Venue. Laramie County Fairgrounds 3801 Archer Parkway Cheyenne WY
Date: Aug 6-13 2022
SET UP / SOUND CHECK: Aug 5th
SHOW FEE: \$1500 daily. 3 shows daily. \$12,000 total
HOTEL: 1 hotel Aug 5-14th
Deposit: N/A. Full payment due Aug 13th 2022 payable to FUSION Talent Group Inc.

PAYMENT PLEASE MAKE CHECK/PAYMENT PAYABLE TO "FUSION Talent Group ".IF PAYMENT IS NOT AVAILABLE AT THE REQUIRED TIME, THE ARTIST HAS AT THEIR SOLE DISCRETION THE OPTION TO REFUSE TO PERFORM. PURCHASER WILL BE RESPONSIBLE FOR THE ENTIRE SHOW FEE.

THIS AGREEMENT IS PLAY OR PAY AND NON-CANCELABLE: FAILURE ON PART OF EITHER PARTY SIGNING THE AGREEMENT TO FULFILL SAME SHALL MAKE THE PARTY FAILING TO DO SO RESPONSIBLE FOR THE AMOUNT OF THE CONTRACT. EXCEPT THAT NEITHER PARTY SHALL BE LIABLE FOR FAILURE TO PERFORM ANY OBLIGATIONS HEREUNDER IN THE EVENT EITHER IS PREVENTED OR INTERFERED WITH BY REASON OF ANY EVENT OF FORCE MAJEURE. "FORCE MAJEURE" AS USED HEREIN SHALL MEAN FAILURE AS CAUSED BY OR DUE TO THE PHYSICAL DISABILITY OF ARTIST, REGULATIONS OF PUBLIC AUTHORITIES, FIRE, FLOOD, ACCIDENT, FAILURE OF COMMON CARRIERS, WAR, ACT OF GOD, LABOR DISPUTE OR STRIKE, RIOT OR CIVIL DISTURBANCE OR ANY SIMILAR THING OR OCCURRENCE NOT WITHIN THE CONTROL OF EACH PARTY TO THIS AGREEMENT.
The party agrees that if and whenever and to the extent that the event may be presented, delayed or restricted in whole or in part from renting the facility by reason of any cause beyond the control of the event including, without limitation, strikes or work stoppages, Acts of God, pandemic or public health emergency or the passing of any statute law or regulation, the event shall have no responsibility for any loss or damages sustained by the party

NOTWITHSTANDING ANYTHING CONTAINED HEREIN, INCLEMENT WEATHER SHALL NOT BE DEEMED FORCE MAJEURE OCCURRENCE, AND THE PURCHASER SHALL REMAIN RESPONSIBLE FOR THE FULL CONTRACTED SHOW FEE EVEN IF THE PERFORMANCE(S) CALLED FOR HEREIN ARE PREVENTED BY SUCH WEATHER CONDITIONS PROVIDED THAT THE ARTIST IS READY, WILLING AND ABLE TO PERFORM.
THIS AGREEMENT IS COMPLETE WITH ALL AGREED TERMS INCLUDED ON ANY AND ALL ATTACHED OR SEPARATE TECHNICAL / HOSPITALITY RIDERS.

Signature of Client _____ Date _____

SIGNATURE OF Agency. FUSION Talent Group

SIGNATURE OF ANDREW POGSON INC. IRS
TAX ID # (EIN) 98-1219079 FUSION Talent Group Inc

CTR TAX ID # (BN) 845379304 RC 0001 HST Andrew Pogson Inc.

FUSION Talent Group. 344 William St, Stratford , ON , N5A 4Y5 519-275-1070