

LARAMIE COUNTY FAIR BALLOON TWISTING AGREEMENT

**between
Laramie County and Alpacoglobo, LLC.**

THIS AGREEMENT (hereinafter "Agreement") is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (COUNTY) and Alpacoglobo, LLC. 1903 S. Greely, Hwy, #125, Cheyenne, WY 82007, (CONTRACTOR) in the alternative COUNTY and CONTRACTOR hereinafter may be referred to as "Parties" for this Agreement.

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to assist COUNTY by providing balloon twisting entertainment, operated by CONTRACTOR at the Laramie County Fair, located at 3801 Archer Parkway, Cheyenne, WY 82009, as outlined in the proposal known as "Alpacaglobo Balloons INVOICE" attached hereto as Attachment as incorporated and modified herein. (hereinafter "Attachment"). For purposes of clarity Contractor is referred to as "Alpacoglobo, LLC." and County is referred to as "Laramie County Fair" in the Attachment.

II. TERM

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

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall host balloon twisting entertainment from August 2, 2025, through August 8, 2025, at the Laramie County Fair Grounds, 3801 Archer Parkway, Cheyenne, WY 82009.

B. Entertainment hosted by CONTRACTOR shall occur every day from August 2, 2025, through August 8, 2025.

C. Entertainment hosted by CONTRACTOR shall be available free of charge to the public.

D. CONTRACTOR shall provide all balloons and equipment necessary for the entertainment described in Attachment A, such balloons and equipment will be of quantity, quality and condition as necessary for a reasonable event.

E. CONTRACTOR shall provide all employees necessary to setup and operate the balloon twisting entertainment, including maintenance of equipment.

F. CONTRACTOR shall provide all licenses necessary to operate the balloon twisting entertainment.

G. CONTRACTOR shall provide services outlined within Attachment in addition to the responsibilities outlined above.

IV. RESPONSIBILITIES OF COUNTY

A. COUNTY shall pay CONTRACTOR a total of six thousand one hundred twenty (\$6,120.00). Payment shall be paid to CONTRACTOR upon satisfactory completion of this Agreement. 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).

B. COUNTY shall provide CONTRACTOR access to the Laramie County Fair Grounds, 3801 Archer Parkway, Cheyenne, WY 82009 between August 2, 2025, through August 8, 2025, for loading, unloading, set up, and storage of balloon twisting equipment.

C. COUNTY shall provide CONTRACTOR with reasonable parking accommodations.

D. COUNTY shall provide hotel accommodations depending on availability as they have reserved a limited block of rooms for vendors, performers and announcers at the Fair and said reservations may be expanded as COUNTY deems appropriate or necessary.

V. GENERAL 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 (6 pages) and Attachment (1 page) 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, 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 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 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 are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Agreement 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 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.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement 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. 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.

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 shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only

between the parties to the Agreement and shall inure solely to the benefit of the parties to this Agreement.

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

T. Assertion of Agency, Personal Guarantee: By signing below, for CONTRACTOR, the individual (hereinafter "signor") asserts they have authority to bind CONTRACTOR to this agreement and that the asserted entity is not defunct or dissolved. If the Company for CONTRACTOR is a "dba" or trade name, and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by the CONTRACTOR to the COUNTY under this agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this agreement.

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LARAMIE COUNTY FAIR BALLOON TWISTING AGREEMENT
between
Laramie County and Alpacoglobo, LLC.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

Alpacaglobo Balloons, LLC.

By:  _____
Authorized Signature

Date 2/4/25

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 2/13/25

Alpacaglobo Balloons

INVOICE

1903 South Greeley Hwy., #125
Cheyenne, WY 82007

(760) 577-4163

SOLD TO: Laramie County Fair
3967 Archer Parkway
Cheyenne, WY 82009

INVOICE NUMBER | CV0681

INVOICE DATE | January 14, 2025

DURATION | 51 Hours
20% Discount

Contact: Nicholle Watkins
[307-633-4671](tel:307-633-4671)
nwatkins@laramiecountyfair.com

PREPAID or COLLECT | COLL

Sales Tax Rate:

N/A

QUANTITY	DESCRIPTION	PRICE	Discount	AMOUNT DUE
51 Hours	Balloon Twisting Entertainment	150 an hour	\$1,530.00	\$ 6,120.00
	Laramie County Fair 2025 Dates & Times		Disc. 20%	
8 Hours	8/2/2025, 11:00 am to 7:00 pm	\$ 1,200.00		
8 Hours	8/3/2025, 11:00 am to 7:00 pm	\$ 1,200.00		
7 Hours	8/4/2025, 11:00 am to 6:00 pm	\$ 1,050.00		
7 Hours	8/5/2025, 11:00 am to 6:00 pm	\$ 1,050.00		
7 Hours	8/6/2025, 11:00 am to 6:00 pm	\$ 1,050.00		
7 Hours	8/7/2025, 11:00 am to 6:00 pm	\$ 1,050.00		
7 Hours	8/8/2025, 11:00 am to 6:00 pm	\$ 1,050.00		
	TOTAL	\$ 7,650.00		
			SUBTOTAL	6,120.00
			TAX	N/A
				\$6,120.00
DIRECT ALL INQUIRIES TO: Cecilia Villar Baldera			MAKE ALL CHECKS PAYABLE Alpacaglobo, LLC	PAY THIS AMOUNT

(760) 577-4163
email: alpacaglobo@gmail.com

Owner: Cecilia Villar Baldera
Address 1903 South Greeley Hwy., #125
Cheyenne, WY 82007

THANK YOU FOR YOUR BUSINESS!