

**ADDENDUM TO THE OUTLAW TRUCK AND TRACTOR PULLING ASSOCIATION
EVENT CONTRACT**

Between

**LARAMIE COUNTY AND THE OUTLAW TRUCK AND TRACTOR PULLING
ASSOCIATION**

THIS ADDENDUM is made and entered into by and between the Laramie County, 3967 Archer Parkway, Cheyenne, Wyoming 82009 ("COUNTY") and Outlaw Truck and Tractor Pulling Association, 745 Riverview Drive, Rock Valley, Iowa 51247 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Outlaw Truck and Tractor Pulling Event 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.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR fourteen thousand seven hundred dollars (\$14,700) for the services detailed in "Attachment A."

IV. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in "Attachment A."

V. MODIFICATIONS

1. Section 1 is hereby modified as follows:

You will be required to carry liability insurance. ~~This insurance must be purchased through the OTTPA.~~

2. Section 8 is omitted in its entirety and shall be of no force and effect.
3. Section 9 is omitted in its entirety and shall be of no force and effect.

4. Section 16 is hereby modified as follows:

- An ambulance or EMT Personnel
- A maintainer (road grader) & wheel operator to prepare the track
- Fire truck and fire personnel
- Heartland will supply lime
- ~~A box blade with tractor and operator~~
- ~~Large tow motor, backhoe or loader tractor able to handle 2000 lb. weights~~
- ~~2 people per track to hook and unhook vehicles to sled~~
- ~~A person to measure drawbars~~
- ~~A disc/field cultivators and water truck to prepare track~~
- ~~A roller with operator (prefer rubber)~~
- ~~A person to weigh vehicles at scales~~
- ~~Tow vehicles with drivers~~
- ~~A person to weigh vehicles at scales~~

5. On the Page 2, the section entitled "INSURANCE" is hereby stricken and of no force effect.

6. On Page 3, the following language is modified as follows:

~~Promoter to purchase OTTPA/Heartland Division promoter insurance, which includes general liability, participant accident & excess liability coverage. OTTPA/Heartland will add lessor as additional insured on their policy. LESSOR/promoter/Fair agrees to release & hold OTTPA/Heartland harmless for claims & liabilities alleged to arise out of or related to defects in portions of the leased premises not directly under its control including but not limited to grandstands/bleachers/walkways/parking lots.~~

VI. 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 (4 pages) and this 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.

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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

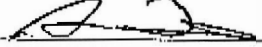
LARAMIE COUNTY

By:  Date July 31, 2023
Troy Thompson, Chairman, Laramie County Board of Commissioners

ATTEST:

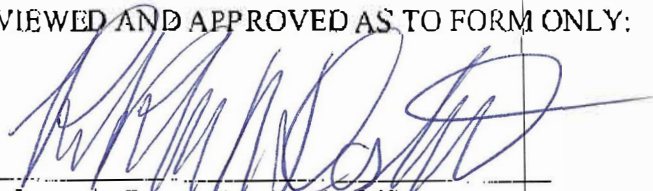
By:  Date July 31, 2023
Debra Lee, Laramie County Clerk

CONTRACTOR: OUTLAW TRUCK AND TRACTOR PULLING ASSOCIATION

By:  Date 7/29/2023

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 7/31/23
Laramie County Attorney's Office



OUTLAW TRUCK AND TRACTOR PULLING ASSOCIATION

Heartland Division (West)

2023 SANCTIONING CONTRACT

The Outlaw Truck and Tractor Pulling Association (OTTPA)/Heartland Division in 2021 had approximately 310 members from 17 states. We pride ourselves on the cooperation of our pullers with our promoters. The following are the rules concerning a sanctioned pull:

1. You will be required to carry liability insurance. This insurance must be purchased through the OTTPA.
2. Spectators must be kept 15 feet or more from the track with a barrier.
3. To sanction an OTTPA/Heartland pull, you must have a minimum of **two (2) classes with five (5) hooks per class**. The classed and minimum purse are on the following page. **Any promoter can add any additional amount of prize money to encourage more vehicles to participate.**
4. No entry fees are to be charged to OTTPA/Heartland pulls. A hook fee is paid by each puller to go into an end-of-season points fund for pullers.
5. Each sanctioned pull must use sleds approved by the North American Sled Owners Association and by the OTTPA/Heartland. The following is a list of OTTPA/Heartland recommended sleds:
 - **Ironman:** Kevin Bauer— (515) 370-1809
 - **Red Rock:** Gary Sabotka— (641) 202-0947
 - **Bungart:** Donnie Bungart— (573) 619-7573
 - **Big Red Sled** – Angie Moss (402) 720-7064
 - **Greg Lussetto** — (308) 279-0232
6. All pulling participants **must be an OTTPA/Heartland member** or purchase a **1-day membership** through OTTPA/Heartland.
7. **Four (4) free admissions** are to be given to **each OTTPA/Heartland member/one day membership will receive 2 free passes**. Any adult or child accompanying the vehicle, in addition to the four, shall not be charged more than an adult or child general admission.
8. **Upon cancellation of a pull—the insurance is refundable—the sanctioning fee, sled deposit, and announcer deposit are not refundable.**
9. The back page of this contract must be **filled out completely** and **signed by a member of your organization** and a **check sent** to OTTPA/Heartland for the sanctioning fee and insurance and any deposits **before we will reserve a date for your pull**.
10. OTTPA/Heartland will have a secretary at the pull to keep the records.
11. The OTTPA/Heartland will be allowed to **sell t-shirts, hats and souvenirs at your pull**. This is our way of raising money for our annual meeting and banquet at the end of the pulling season.
12. OTTPA/Heartland hands out **sponsor passes for our series sponsors to invite guest to attend**. These passes are **all access and free gate admission** to the tractor pull. Copy attached as Exhibit A.
13. **Other non-OTTPA/Heartland sanctioned pull classes will need to operate before or after the OTTPA/ Heartland event. No OTTPA/Heartland officials or equipment or personnel will assist with the nonOTTPA/Heartland sanctioned pull and you must provide your own insurance to cover the class or classes.**
14. OTTPA/Heartland reserves the right for the association sponsors to set up a maximum of 4 on-site displays in high traffic areas.
15. OTTPA/Heartland maintains all media rights. OTTPA/Heartland will livestream all shows.
16. This is a general list of things that Promoter will need to furnish for your OTTPA/Heartland pull. Any questions contact OTTPA/Heartland Event & Tech Operations Manager: Greg Lussetto (308) 279-0232 or email: lussetto@gmail.com
 - An ambulance or EMT Personnel
 - A maintainer (road grader) & wheel operator to prepare the track
 - Fire truck and fire personnel
 - Heartland will supply lime
 - A box blade with tractor and operator
 - Large tow-motor, backhoe or loader tractor able to handle 2000 lb. weights
 - **2 people per track to hook and unhook vehicles to sled**
 - **A person to measure drawbars**
 - A disc/field cultivators and water truck to prepare track
 - A roller with operator (prefer rubber)
 - Tow vehicles with drivers
 - **A person to weigh vehicles at scales**

Promoter to purchase OTTPA/Heartland Division promoter insurance, which includes general liability, participant accident & excess liability coverage. OTTPA/Heartland will add lessor as additional insured on their policy. LESSOR/promoter/Fair agrees to release & hold OTTPA/Heartland harmless for claims & liabilities alleged to arise out of or related to defects in portions of the leased premises not directly under its control including but not limited to grandstands/bleachers/walkways/parking lots.

PLEASE FILL IN THE FOLLOWING INFORMATION COMPLETELY:

Date of Pull: August 5, 2023

Mailing Address and who should be contracted for information:

Name: _____ **Street:** _____

City: _____ **State:** _____ **Zip Code:** _____

Phone #: _____ **Email:** _____

This contract entered into between _____ **and OTTPA/Heartland on**
(date) _____

The event is being held at (event location): _____

The officials of (organization) _____ **agree to abide by all**
the sanctioning rules set by OTTPA/Heartland in this contract.

The Contract is accepted by (Pull Committee Chairperson or authorized signor): _____

The Contract is accepted by (OTTPA/Heartland Representative): _____

Pull Profile

Event Contact if different than person listed above: _____

Phone number: _____ **Email:** _____

Gates Open: _____ **Event Start Time:** _____

Adult Admission: _____ **Child Admission (Age):** _____

Additional Insureds to be added to the OTTPA/Heartland Insurance: _____

Please mail this form and deposit OTTPA Attn: Greg Lussetto, PO Box 431, Bridgeport, NE 69336 -
(308) 279-0232