

LIGHTING, SOUND AND PRODUCTION AGREEMENT
Between
LARAMIE COUNTY EVENTS DEPARTMENT and DYNAMIC SOUND & LIGHTING

THIS AGREEMENT is made and entered into by and between the Laramie County Events Department, 3801 Archer Parkway, Cheyenne Wyoming 82009, ("COUNTY") and Dynamic Sound and Lighting, 6510 State Highway 220, Casper, WY 82604 hereinafter referred to as ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to provide lighting, sound, and production services at the concert held by Laramie County Events. The date, time, and location for said event are to be determined by the COUNTY in consultation with CONTRACTOR and are reflected on the accompanying invoice, attached hereto as "Exhibit 1" and fully incorporated herein by this reference.

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 and effect until completely performed.

III. TERMS

1. CONTRACTOR hereby agrees to provide lighting, sound, and production services at the concert held by Laramie County Events on the terms and conditions agreed upon by the parties herein.

2. COUNTY agrees to pay eleven thousand (\$11,000.00) for the provision of lighting, sound, and production services at the concert held by Laramie County Events. COUNTY shall pay CONTRACTOR deposit of \$3,700.00, for booking and reservation described herein, upon CONTRACTOR'S invoice. CONTRACTOR shall invoice as described herein for the remainder upon completion of the service. 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. GENERAL TERMS

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 of 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. Acceptance Not Waiver: COUNTY's approval of the work or services furnished

hereunder shall not in any way relieve CONTRACTOR of responsibility for the competent and safe performance of the work. COUNTY approval of payment for any of the services hereunder shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. 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.

D. Entire Agreement: This Agreement (4 pages), the accompanying Invoice (1 page) and Liability Insurance represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. 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.

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

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 that 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. 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.

K. 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.

L. 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.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend 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. No services may be performed under this Agreement and no payment shall be tendered in the absence of CONTRACTOR's submission of valid proof of insurance to COUNTY.

N. 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.

O. 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.

P. 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.

Q. 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 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 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.

R. 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.

S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY

By: _____ Date _____
Chairman, County Board of Commissioners

ATTEST:

By: _____ Date _____
Clerk, Laramie County

DYNAMIC SOUND & LIGHTING:

By: [Signature] Date 9/2/2023
Name: JEFF SCHAFER
Title: OWNER DYNAMIC SOUND & LIGHTING

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 9/8/23
Laramie County Attorney's Office

DYNAMIC SOUND

& LIGHTING

Estimate

ESTIMATE #: E0602231
DATE: 06/02/2023

AN EVENT PRODUCTION COMPANY

6150 State Hwy 220 - Casper, WY. 82604
Phone 307-315-3682 office.dynamicwy@gmail.com
www.dynamicssoundandlightingwy.com

TO: Laramie County Events
Event Center at Archer
C/O Dan Ange
3801 Archer Parkway
Cheyenne, WY 82009

VENDOR: Dynamic Sound and Lighting
6150 State Highway 220
Casper, WY 82604

TERMS:	ESTIMATE NUMBER	ESTIMATE DATE	EVENT DATE
NET 30	E0602231	06/02/2023	Saturday, September 9, 2023

QTY	ITEM #	DESCRIPTION	UNIT PRICE	DISCOUNT	LINE TOTAL
1	APEX	Apex 3224 Stage	\$5,000.00		\$5,000.00
1	SOUND	Meyer Line Array Sound Reinforcement with tech for mains and monitors.	\$2,500.00		\$2,500.00
1	LIGHTING	Intelligent Stage Lighting Services for APEX 3224 with tech for lighting console	\$1,500.00		\$1,500.00
1	ESTIMATE	Estimated Charges for Backline & Travel Fees	\$2,000.00		\$2,000.00
Deposit Required to Lock In The Event Date					\$3,700.00
Balance Remaining, Due 2 Weeks Before Set Up					\$7,300.00
TOTAL ESTIMATE					\$11,000.00