

**ADDENDUM TO CHEYENNE FRONTIER DAYS, INC. FACILITY RENTAL AGREEMENT
LARAMIE COUNTY, WYOMING /CHEYENNE FRONTIERS DAYS, INC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, WY 82003-0608, ("CONTRACTOR") and Cheyenne Frontier Days, Inc., P.O. Box 2477, Cheyenne WY 82003 ("COMPANY"). The parties agree as follows:

I. PURPOSE

This Addendum is meant to modify the Cheyenne Frontier Days Facility Rental Agreement and Proposal No.355, both of which are incorporated into this Addendum by this reference as "the Agreements," for purposes of leasing COMPANY's facility located at Frontier Park to Laramie County Clerk's Office from November 1st through the 3rd.

II. TERM

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

III. MODIFICATIONS

A. The fourth paragraph titled "Insurance," of the Agreement is excluded in its entirety and is of no force and effect, and shall be replaced with the following:

"CONTRACTOR is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. §1-42-201, *et seq.*, and shall provide a letter verifying its participation in WARM or LGLP to COMPANY."

B. The paragraph titled "Indemnification/Hold Harmless" is excluded and is of no force and effect, and shall be replaced with the following:

"Each party to this Agreement assumes the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other."

IV. GENERAL PROVISIONS

A. 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.

B. Entire Agreement: This Addendum (2 pages) and the Agreements (6 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Modification: This Agreement shall be modified only by a written agreement, duly

executed by all parties hereto.

D. Governmental/Sovereign Immunity: CONTRACTOR does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. '11-39-101 et seq., by entering into this Agreement. CONTRACTOR 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 except as to actions brought by a party to enforce the terms and conditions herein.

E. 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.

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

LARAMIE COUNTY, WYOMING

By: _____
Gunnar Malm, Chairman, Laramie County Commissioners

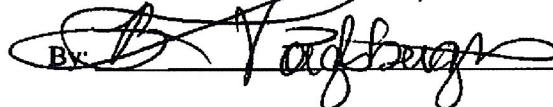
Date _____

ATTEST:

By: _____
Debra, Lee Laramie County Clerk

Date _____

CHEYENNE FRONTIER DAYS, INC.

By:  _____

Date 9/15/21

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____
Laramie County Attorney's Office

Date 9/21/21



Cheyenne Frontier Days, Inc.

1230 W. 8th Ave, Cheyenne, WY 82001 ~ PO Box 2477, Cheyenne, WY 82003

Proposal No.355

Cheyenne Frontier Days Event Center Rental - Laramie County Clerks Special Election 11.2.21

CLIENT	PROPOSAL TOTAL	PROPOSAL DATE
Debra Lee Laramie County Clerk	\$190.00	09/02/2021

INTRODUCTION/TERMS

Thank you for considering the Cheyenne Frontier Days Event Center for your event!

Rental of the Event Center includes the following:

- On-site staff person for the duration of your event
- Tables, Chairs, and Highboy Tables
- Catering/Warming Kitchen
- Stage
- Dance Floor
- Projector & Screen
- Televisions
- Sound System
- Wi-Fi
- Coat Room
- Bar Tending Services
- Room Set-Up and Clean-Up

Renters are responsible for:

- Catering
 - Caterers are responsible for removing all items they brought to the facility, including emptying their own garbage from the kitchen area
- Linens
- Table Settings
- Decorations
- Parking
- Event security (if needed)
- Comply with all terms, conditions, and requirements of the Laramie County Recovery Plan
- Liability Insurance




We do not allow the following:

- Sparklers
- Pyrotechnics of any kind
- Smoke Machines

- Open flames, with the exception of Sterno® chafing dish fuel. Sterno® type devices is only allowed by qualified individuals and specifically use under chaffing pans properly filled with water.
- Confetti
- Loose Glitter
- Helium balloons
- Balloons with glitter or confetti inside of them
- Rice, birdseed, or sand
- Hay or straw bales
- Pinning or nailing items to walls
- Hanging items from the ceiling
- Outside alcohol
- Alcohol to leave the building, this includes into the parking lot and front steps of the building

All decorations must be pre-approved by Cheyenne Frontier Days.

Please let us know if you have any questions.

Line Items						
	DATE	ITEM	QTY/HRS	UNIT COST	MRKP/DISC	TOTAL
	10/25/2021	Proof of Liability Insurance, per below, no later than 10.25.21	--	\$0.00	--	\$0.00
	--	Event Center Damage Deposit (Refundable) Please make your damage deposit payment in a separate form of payment from the rental fees. Following the event, if no damages have occurred, your check will be voided and returned back to you via postal mail.	--	\$1,000.00	--	\$0.00
	11/01/2021	All-Around Room Full Day Rental Fee, Set Up	1.00	\$1,400.00	\$-1,400.00	\$0.00
	11/02/2021	Entire First Floor Event Center Space Full Day Rental Fee	1.00	\$2,000.00	\$-2,000.00	\$0.00
	--	Entire First Floor Event Center w/ Kitchen Cleaning Fee	1.00	\$190.00	--	\$190.00
PROPOSAL TOTAL						
				Cost	\$3,590.00	
				Mrkp/Disc	\$-3,400.00	
				Total	\$190.00	

CLIENT MESSAGE

This AGREEMENT is made and entered into between Cheyenne Frontier Days, Inc. (CFD) hereinafter referred to as the COMPANY, and the Client listed above, hereinafter referred to as the CONTRACTOR

Rent. In consideration of the use of the facilities and in addition to all other amounts due under this contract, CONTRACTOR shall pay twenty-five percent (25%) of the rent amount within two (2) weeks of signing this proposal. The remaining seventy-five percent (75%) of the rental amount is due thirty (30) days prior to the date of the event.

Damage Deposit. Damage deposit must be received by COMPANY no later than thirty (30) days prior to the event. If no damage is done upon CONTRACTOR'S vacation of the facilities, this deposit is refundable upon approval of CFD Grounds Superintendent. COMPANY reserves the right to retain 100% of the damage deposit, at the sole discretion of CFD Management and CFD Grounds Superintendent, to pay the costs of repairing or replacing any items or facilities damaged by CONTRACTOR. If the damage deposit required under this paragraph is insufficient to cover the cost of repair or replacement, CONTRACTOR agrees to pay the full cost of such repair or replacement, including any amount above the deposit required in this paragraph. At no time shall CONTRACTOR attempt to repair any item or facility damaged without the consent of the COMPANY. Rather, CONTRACTOR agrees to immediately notify the CFD Grounds Superintendent of the damage as soon as the damage is discovered.

Insurance. At least ten (10) days prior to the first rental day under this agreement, CONTRACTOR shall provide to the COMPANY a certificate of insurance verifying that the CONTRACTOR has obtained liability insurance insuring against personal injury, property damage and other damages to all persons, including spectators and participants, covering all facilities and locations provided under this agreement and valid for the rental dates plus any days when the CONTRACTOR is present for set-up or tear-down. This insurance shall be in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, and CHEYENNE FRONTIER DAYS, INC. and the CITY OF CHEYENNE shall be named as additional insureds.

If CONTRACTOR is unable to obtain coverage through their own insurance, it can be purchase from CFD's insurance company, USI Insurance, for a fee of \$105.00. Please contact Valarie Roybal at USI at valerie.roybal@usi.com or 307-637-2539 to purchase coverage.

Alterations to Facilities. The CONTRACTOR shall not make any alterations, modifications, improvements, or additions to the facilities. Unless otherwise agreed in writing, the CONTRACTOR will be responsible for all costs incurred for alterations authorized by the COMPANY. Both the method of completion and estimated cost shall be determined and set forth in writing by both parties prior to the commencement of any alterations and shall become a part of this agreement. The CONTRACTOR acknowledges that any improvement or addition approved by the COMPANY becomes the property of Cheyenne Frontier Days and should not be removed from the premises. The parties acknowledge that no alterations, modifications, improvements, or additions to the facilities of a permanent or substantial nature are contemplated for the event.

Conditions of Facilities. THE CONTRACTOR ACKNOWLEDGES THAT IT HAS INSPECTED THE FACILITIES TO BE RENTED PURSUANT TO THIS AGREEMENT AND THAT THEY ARE RENTED TO THE CONTRACTOR "AS IS." THERE IS NO WARRANTY OR REPRESENTATION BY THE COMPANY, EITHER EXPRESSED OR IMPLIED, THAT THE FACILITIES ARE FIT FOR THE CONTRACTOR'S PARTICULAR PURPOSE OR THAT THE FACILITIES ARE WITHOUT DEFECT OR OTHER CONDITION WHICH MAY MAKE THEM UNSAFE FOR THE CONTRACTOR'S PARTICULAR PURPOSE. CONTRACTOR ASSUMES THE RESPONSIBILITY OF INSPECTING THE FACILITIES TO ASSURE THAT THEY ARE APPROPRIATE AND SAFE FOR THE ACTIVITIES FOR WHICH CONTRACTOR IS RENTING THE FACILITIES.

Concessions. The CONTRACTOR agrees that it may sell food during the event and the COMPANY grants to the CONTRACTOR permission to sell during the event without compensation to the COMPANY.

Permits and Compliance with Law. The CONTRACTOR will obtain and pay any required fees for any and all permits required for the use and operation of the facility including, but not limited to, health, beverage, or operation permits as required for the term of rental. CONTRACTOR agrees to obtain and or maintain any licenses or permits required for activities on or in the rented facilities and agrees to obtain and maintain any and all worker's compensation or unemployment benefits required under the law. CONTRACTOR further agrees to comply with all other state and federal laws and regulations applicable to it. CONTRACTOR agrees and acknowledges that, unless otherwise expressly assumed by the COMPANY in this agreement, CONTRACTOR is responsible to perform every act necessary to assure CONTRACTOR'S compliance with state and federal law and regulation and that COMPANY assumes no such obligation to take any act on CONTRACTOR'S behalf.

It shall be Contractor's sole obligation, responsibility, and duty, to fully comply with all terms, conditions, and requirements of the Laramie County Recovery Plan, in connection with the Contractor's rental of facilities. Company shall have no obligation or duty related to Contractor's compliance with all terms, conditions, and requirements of the Laramie County Recovery Plan.

Admission Fee and Parking. The CONTRACTOR acknowledges that admission may be charged for the event. Likewise, the COMPANY and CONTRACTOR may charge a fee for parking at the rented facilities during this event. The CONTRACTOR agrees to supervise all parking in designated areas in accordance with the established parking layout provided by the COMPANY and that no parking fees will be collected for public or exhibitor parking.

Security Precaution. If required, the CONTRACTOR agrees to provide, at its own expense, all security personnel and equipment and to take all other precautions reasonably necessary to assure the security of all rented facilities. This would include security personnel inside the event center hall and outside the event center. The CONTRACTOR will be responsible for maintaining control of all personnel and visitors within the rented facilities to ensure a secure environment and to ensure that the whereabouts of all visitors are known.

First Aid. If required, the CONTRACTOR shall employ at its own expense a sufficient number of personnel in order to provide adequate medical attention for those attending the event.

Release and Acceptance of Risk. The CONTRACTOR understands and agrees that a risk of injury and property damage are inherent to the activities for which CONTRACTOR is renting the facilities provided in this agreement. This contract is made with full contemplation of such risk and CONTRACTOR, therefore, agrees to hold the COMPANY harmless and release the COMPANY from any and all liability arising in any way from CONTRACTOR'S performance under this agreement, presence in the rented facilities and/or activities in or at the rented facilities.

Indemnification / Hold Harmless. Contractor agrees hereby to indemnify and hold harmless the Company, its successors, agents, representatives, board of directors, employees, assigns and affiliates from any and all claims, demands and/or causes of action, of every kind and character, without regard to the causes thereof or the negligence of any party or parties, which may arise in any way out of the performance of Contractor's duties under this Contract or from Contractor's presence at Cheyenne Frontier Days™. Contractor's duty of indemnity shall extend to any claim, demand or cause of action arising from the act or omission of any person or entity acting as Contractor's subcontractor or from any person or entity acting on Contractor's behalf. The indemnification required herein under shall include payment of all reasonable attorney's fees incurred by the Company, whether or not suit is filed.

Severability. The unenforceability or invalidity of a provision of this agreement shall not render any other provision of this agreement unenforceable.

Persons Bound and Amendment of Contract. This contract shall be binding upon the heirs, personal representatives, employees, agents, representatives and assigns of the parties hereto, and the provisions hereof may not be altered except in a writing signed by both parties.

Choice of Law. This contract shall be governed by and construed in accordance with the laws of the State of Wyoming. By executing this contract, CONTRACTOR submits to the jurisdiction of the Wyoming courts and agrees that venue as to any action concerning this contract is proper in Laramie County, Wyoming.

Obligation of Good Faith. The parties shall deal with each other and carry out their respective obligations imposed by this Contract openly, honestly, and in good faith.

Attorney Fees. Should any party hereto bring suit in court to enforce or interpret any of the terms hereof, the prevailing party shall be entitled to recover from the losing party all of the prevailing party's costs and reasonable attorney fees.

Force Majeure/Cancellation. For purposes of this Section, "force majeure" means an event beyond the control of a Party hereto (that is, for clarity, without the affected Party's fault or negligence), which by its nature could not have been foreseen and unavoidable by such affected Party (that is, for clarity, the consequences of the event must be unpreventable), and includes without limitation, storms, earthquakes, tornados, floods, riots, fires, terrorism, accident, destruction, outbreak of disease, sabotage, interference by civil or military authorities, telecommunications failure, and/or failure of energy sources in the proximity of the venue. Neither Party shall be under any liability for failure to fulfill any obligation under this Agreement, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered, or delayed as a consequence of circumstances of force majeure, provided always that the affected Party shall have exercised all due diligence to minimize to the greatest extent possible the effect of force majeure on its obligations hereunder. Promptly on becoming aware of force majeure causing a delay in performance or preventing performance of any obligations imposed by this Agreement (and termination of such delay), the Party affected shall give written notice to the other Party giving details of the same, including particulars of the actual and, if applicable, estimated continuing effects of such force majeure on the obligations of the Party whose performance is prevented or delayed. If such notice shall have been duly given, any actual delay resulting from such force majeure shall be deemed not to be a breach of this Agreement. Any informational or recognitional picket line, or permitted protest in the venue's designated protest zone, shall not be deemed a force majeure occurrence.

Relationship Between Parties. The CONTRACTOR is not employed by the COMPANY and the CONTRACTOR is not an agent of the COMPANY and has no power as an agent or by apparent authority to bind the COMPANY.

Breach of Contract and Remedies In the event either party should breach this agreement, the parties shall have each and every remedy available at law or in equity. In addition, the COMPANY shall have the remedy of specific performance. In the event of any litigation to enforce any provision hereof, the parties shall be entitled to recover reasonable attorney's fees as the Court shall determine are fair and equitable considering the claims and issues involved, the negotiations, and any other relevant factors.

Unauthorized Use of Logos and Trademarks. CONTRACTOR agrees that any unauthorized use of any COMPANY registered logo or trademark for any purpose, without the express written consent of Cheyenne Frontier Days™, Inc., will constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park. CONTRACTOR shall not use or permit the use of the official Cheyenne Frontier Days™ arrowhead or brand logos on any items for sale or display, written or electronic, without the express written consent of Cheyenne Frontier Days™, Inc. Neither shall the CONTRACTOR use or permit the use of the phrases: Daddy of 'em All®, Cheyenne Frontier Days™, Frontier Days™, CFD, Return to the West, the arrowhead logo, the brand C F reverse D, Cheyenne Rodeo, the stylized use of the word "Cheyenne" in which the letter "C" is a part of the brand within the arrowhead or other similar phrases without the express written consent of Cheyenne Frontier Days™, Inc. Use of such will constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park. Note: Any use of similar slogans (such as "Granddaddy of Them All", Cheyenne Frontier Rodeo, etc.) amounts to a material trademark infringement and consequently would constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park.

Non-Assignment of Contract. This agreement shall not be assigned by CONTRACTOR without the prior written approval and consent of the COMPANY.

SIGNATURES

By: Debra Lee	Date Signed	Signer IP Address
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By: Brandi Voigtsberger	Date Signed	Signer IP Address
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