

ADDENDUM TO FUSION TALENT GROUP KIDS PEDAL TRACTOR AGREEMENT

Laramie County/Fusion Talent Group

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Fusion Talent Group Inc. (EIN 98-1219079), 344 William Street, Stratford, Ontario N5A 4Y5, Canada (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Fusion Talent Group Agreement – Kids Pedal Tractor Pull Show, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement"), to provide *Kids Pedal Tractor Pull* at the Event Center at Archer.

II. TERM

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

III. RESPONSIBILITIES

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR a total of \$7,000.00 (1,000.00 daily), plus lodging (1 hotel room from August 4-12, 2023) and reimbursement for rental car, upon proper invoice. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. 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. MODIFICATIONS

A. 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. 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 DIABILITY FO ARTIS, 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 OCCURANCE NOT WITHIN THE CONTROL OF EACH PARTY TO THIS AGREEMENT."

IV. ADDITIONAL PROVISIONS

1. 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.
2. 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.
3. Entire Agreement: The Agreement (1 page) 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.
4. 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.
5. Modification: This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.
6. 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.
7. 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.

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

9. 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.

10. 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.

11. 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 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.

12. 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.

13. 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.

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: 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.

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.

***THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK.**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

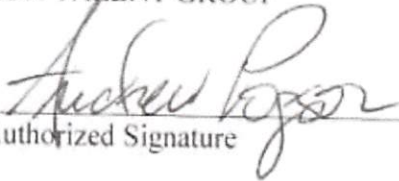
Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

FUSION TALENT GROUP

By:  _____
Authorized Signature

Date Sept 25/23

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 9/27/23



THIS AGREEMENT IS MADE ON July 8 2023 BY AND BETWEEN ANDREW POGSON /FUSIONTalent Group
CONTACT NAME: Dan Ange
SHOW DESCRIPTION: Kids Pedal Tractor Pull
Venue. Laramie County Fairgrounds. 3801 Archer Parkway. Cheyenne WY 82009
Date: Aug 5-11, 2023
SET UP / SOUND. Aug 3
SHOW FEE: \$1000 Daily X 7. 3 shows daily
HOTEL: 1 hotel Aug 4-12 2023
DEPOSIT: N/A. Full payment due after performance Aug 11th

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.

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Signature of Client _____ Date _____

SIGNATURE OF Agency. FUSION Talent Group

A handwritten signature in blue ink, appearing to read "Andrew Pogson", is written over a faint blue line.

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.