

ADDENDUM TO SHOWBARNFIX CONTRACT
Between
Laramie County & ShowBarnFlix

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, (“COUNTY”) and Landree Trehal d/b/a ShowBarnFlix, P.O. Box 391, Ault, CO 80610 (hereinafter, “CONTRACTOR”).

I. PURPOSE

The purpose of this Addendum is to modify the proposal to assist Laramie County with livestreaming of events at the Laramie County Fair, attached hereto as Attachment ‘A’ and fully incorporated herein (hereinafter “Agreement”).

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 OF CONTRACTOR

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

B. COUNTY shall pay CONTRACTOR an amount not to exceed \$8,450.00. 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. ADDITIONAL 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 (4 pages) and 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.

D. 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.

E. Modification: This Agreement and Addendum 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 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.

H. 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.

I. 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.

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 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.

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 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.

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 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.

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. 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.

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

Rest of Page Intentionally Left Blank

ADDENDUM TO SHOWBARNFIX CONTRACT
Between
Laramie County & ShowBarnFlix

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

ShowBarnFlix Representative

By: Jandee Tuhel
Authorized Signature

Date 3-7-23

REVIEWED AND APPROVED AS TO FORM ONLY

By: W. Ulses
Laramie County Attorney's Office

Date 3-9-23



Nicholle Watkins
Laramie County Fair
Cheyenne, Wyoming

February 10, 2023

Thank you for allowing us to submit a proposal for the Laramie County Fair! We are grateful for the opportunity and would love to join you in Cheyenne this year!

In just a few short years ShowBarnFlix has been recognized as one of the highest quality Live Webcast companies in the industry. With all of our staff being involved in the livestock industry, we understand each individual specie, which allows us to provide the best possible viewing experience for every show. We pride ourselves on our attention to detail, providing the most ideal manned camera angles, full HD resolution and also having the ability to customize show details such as: on screen graphics with class numbers and divisions, rolling banner ads and video roll-ins. Our goal is to make the viewers at home feel like they are sitting ringside!

ShowBarnFlix has had the privilege of webcasting livestock shows at every level including county, state, and national shows including the 2020 and 2021 American Royal, The North American International Livestock Exposition for the last five years, and the 2023 National Western Stock Show. We would be honored to provide this service for the 2023 Laramie County Fair!

We not only have viewing available through our website and Youtube, but also the advantage of utilizing Facebook Live on ShowBarnFlix, as well as your personal website and Facebook page if desired. All shows will be archived and will be FREE for viewers to go back and re-watch!

Below you will find a detailed proposal for the schedule I created from your email. I have also attached the ring breakdown below. If there are any changes we can easily adjust!

I appreciate your time and consideration!

Cydney Whiteus
Show Coordinator
740-610-1167
cydney@showbarnflix.com

2023 Laramie County Fair Webcast Proposal

Live Webcast Details August 4-10, 2023:

- 7 days / 7 total rings
- Class, division and class winners on screen
- Video roll-ins, announcements, and banner ads on screen
- Social media posts
- All archives will be free to watch after the show

Pricing: \$850 per ring per day

Total: \$5,950 (plus travel)

Travel expenses would include: hotel, airfare or gas, and rental car for all technicians if needed. We will attempt to keep expenses very low! We will provide all receipts and travel costs will not exceed \$2,500. In the attempt to keep expenses low, if you have any discounted hotel rates we would be glad to book through that.

Estimates based on a search for those dates:

Hotel approx. \$1,350 (\$160/night x 8 nights + tax), Airfare approx. \$475, Rental Car approx. \$530. If we have a tech that is close enough to drive, we will multiply the number of miles by the 2023 mileage rate.

To ensure a successful show, The Laramie County Fair will need to provide ShowBarnFlix:

- Power, hardwire internet and audio connections at all webcast stations
- Entrance and parking passes for staff for the run of the show
- Class list for each individual show

Advertising/Sponsorships:

A. Laramie County Fair (LCF) Advertisement Sales

(The dollar amount per webcast ad can be determined by LCF). Any advertising dollars that are sold by LCF will be kept by LCF. Banner ads will be in a continuous rotation throughout the show at the bottom of the screen and any pre-made videos sent to us can be played before, during, or at the end of each ring per day, per your request.

B. Major Sponsors

Should the LCF secure a major sponsor(s) to cover the total webcast fees (\$5,950) for the whole event, we have the ability to put 3-4 major sponsor logos on the screen during all shows that will not rotate with any others. Example: During the National Western, Purina, Sullivans and CCI.live all had a static logo on the left side of the screen that did not rotate with any others.

C. ShowBarnFlix Advertisement Sales

SBF would like to keep any advertisement dollars that are sold by SBF. This typically includes individual breeders or feed/supply companies. If there is a major sponsor and they request for no other advertisement to be sold, we are willing to accommodate.

Ring Breakdown for Livestock Only:

August 4:

Ring 1: Breeding Beef, Bucket Calf, Feeders, Supreme Cow

August 5:

Ring 1: Dairy Goat, Breeding Sheep, Breeding Meat Goats

August 6:

Ring 1: Goat B&R

August 7:

Ring 1: Market Goats

August 8:

Ring 1: Market Lambs, Beef B&R

August 9:

Ring 1: Market Hog, Lamb B&R

August 10:

Ring 1: Market Beef, Hog B&R

Total Rings: 7

Please let me know if the above webcast schedule is correct or if anything needs added or taken out.

Please initial here to confirm that the above webcast schedule is correct _____

BETWEEN

**1. The Laramie County Fair (the LCF);
And ShowBarnFlix (the SBF); Collectively referred to as the "Parties".**

A. This Agreement shall be effective on the date here of and shall continue, unless terminated sooner in accordance.

B. Either Party may terminate this Agreement upon notice in writing if:

i. the other is in breach of any material obligation contained in this Agreement, which is not remedied (if the same is capable of being remedied) within 15 days of written notice from the other Party so to do; or

ii. a voluntary arrangement is approved, a bankruptcy or an administration order is made or a receiver or administrative receiver is appointed over any of the other Party's assets or an undertaking or a resolution or petition to wind up the other Party is passed or presented (other than for the purposes of amalgamation or reconstruction) or any analogous procedure in the country of incorporation of either party or if any circumstances arise which entitle the Court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding-up petition or make a winding-up order in respect of the other Party.

C. LCF shall pay a fee of \$5,950 plus hotel, airfare and rental car (not to exceed \$2,500) for all technicians to SBF for webcast services for the dates of August 4-10, 2023.

D. LCF and SBF shall adhere to all that is listed above in the proposal sent on Feb. 10, 2023.

2. AS WITNESS the hands of the Parties hereto or their duly authorized representatives the day and year first above written.

SIGNED by: _____ Print Name: Nicholle watkins Date: _____
for and on behalf of [Laramie County Fair]

SIGNED by: _____ Print Name: _____ Date: _____
for and on behalf of [ShowBarnFlix]