

**ADDENDUM TO LEASE AGREEMENT  
BETWEEN  
LARAMIE COUNTY, WYOMING and CEW ENTERPRISES**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("LESSEE") and CEW Enterprises Inc., 880 Darko Drive, Bennett, Colorado 80102 (hereinafter referred to as "LESSOR"). The parties agree as follows:

**I. PURPOSE**

This Addendum modifies the Lease Agreement dated June 13, 2022 for the purpose of leasing to the Laramie County Events Department temporary bleachers for the Laramie County Fair, and incorporated by this reference is Attachment A (hereinafter referred to as "Agreement") between LESSEE and LESSOR.

**II. TERM**

This Addendum and Agreement 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 and effect for the duration of the 2022 Laramie County Fair.

**III. MODIFICATIONS**

The Agreement/Attachment A is modified as follows.

A. The section entitled "INDEMNIFICATION" is omitted in its entirety and shall be of no force and effect.

B. The section entitled "COMPLETE AGREEMENT/INTERPRETATION/TIME" is omitted in its entirety and shall be of no force and effect.

**IV. RESPONSIBILITIES OF LESSEE**

The Laramie County Events Department shall pay LESSOR as provided in Attachment A, and modified by this Addendum. No payment shall be made before the last signature is affixed to the Addendum/Agreement. Payments shall be in accordance with W. S. § 16-6-602 (amended).

**V. RESPONSIBILITIES OF LESSOR**

LESSOR shall provide equipment and services described in the Attachment A, which is attached and fully incorporated herein.

**VI. ADDITIONAL PROVISIONS**

1. **Entire Agreement:** The Agreement (1 page) and Addendum (3 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.
2. **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.
3. **Modification:** This Agreement and Addendum shall be modified only by a written agreement, duly executed by all parties hereto.
4. **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.
5. **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.
6. **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.
7. **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.
8. **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.
9. **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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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

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

*Signature Page*

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

LESSOR: CEW ENTERPRISES, INC.

By: Wayne Clark Date 6-21-22  
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 6/27/22  
Laramie County Attorney's Office

# **CEW Enterprises Inc.**

880 Darko Dr, Bennett Co 80102

**June 14, 2022**

Wayne Clark 303-748-5573  
Clark93042@msn.com

## **LEASE AGREEMENT**

This contract (hereinafter "Lease") is made this 13 day of June, 2022, in Bennett Colorado 80102, pursuant to the terms and conditions stated herein, by and between Lessee, identified below, and CEW Enterprises., Inc. (hereinafter "Lessor").

### **Identification of Lessee**

Full legal name of Lessee: Laramie County Events Department

D/B/A Name: \_\_\_\_\_

Billing Address: 3801 Archer Parkway

City: Cheyenne \_\_\_\_\_ County: Laramie \_\_\_\_\_ State: WY Zip Code: 82009 \_\_\_\_\_

Business Phone: (307)- 633-4670

Authorized Representative: Dan Ange

Cell Phone Number: 307-287-4598 Dan for grounds

### **Property Leased**

Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all those items of equipment and materials named and described in Schedule A (hereinafter the "Property") attached hereto and incorporated herein.

### **Lease Term**

Lessor shall have adequate access to the location where its Property shall be installed and/or used on and after the 3rd day of August, 2022, until the delivery and/or installation of the Property is completed. The installation of the Property by Lessee, if any, shall be completed on or before the 5th day of Aug, 2022. Property removal shall occur after August 15<sup>th</sup>, 2022, unless otherwise authorized by Lessee.

### **Rental Payments**

The rental fee is a flat fee of **\$35,880.00** (hereinafter "Rental Fee"), plus any monetary obligations described in this Lease, if any. Partial payment of the Rental Fee in the amount of **\$10,000.00** has been provided with Lessee's executed offer of this contract to Lessor. Should

Lessor agree to this contract by signing it, Lessor is authorized to apply the said partial payment to the Rental Fee. The remaining amount of the Rental Fee shall be due and payable to Lessor upon substantial completion of the delivery and installation, if any, of the Property. Under no circumstances shall Lessee be authorized to use, or possession of the Property until the Rental Fee is paid in full. Any payment past due shall bear interest at the rate of eighteen (18%) percent per annum.

#### **Miscellaneous Terms and Conditions**

##### **LOCATION AND CARE OF PROPERTY:**

Lessee shall not, without the prior written consent of Lessor, permit any of the Property to be removed from the delivery/installation location of **Laramie County Fair Grounds** \_\_\_\_\_ (hereinafter the "Site"). Lessee shall use the Property in a careful and proper manner and comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the Property.

##### **LESSOR'S RIGHT OF INSPECTION AND RIGHT TO PROTECT ITS PROPERTY:**

Lessor shall, at all times during business hours or while the Property is in use, have the right to enter upon the Site for the purpose of inspecting the property or observing its use. Until the Rental Fee is paid in full, Lessor shall also have the right to use self-help to prevent Lessee and all others from using or possessing the Property.

##### **DELIVERY AND ACCEPTANCE OF PROPERTY:**

Lessee shall provide adequate access to the Site for Lessor's equipment, vehicles and personnel, so as to allow for proper delivery and/or installation of the Property. Once Lessor notifies Lessee's authorized representative that the delivery or installation, if any, of the Property is substantially complete or once the Rental Fee is paid in full, whichever occurs first, Lessee shall have 24 hours to notify Lessor in writing of any apparent defect in Lessor's performance of its obligations under this Lease up to that point in time. Thereafter, Lessee shall not be heard to complain in any litigation or proceeding between the parties to this Lease that Lessor's apparent performance up to that point was defective in any fashion not identified in such a timely writing.

##### **RISK OF LOSS:**

Lessee assumes the risk of loss for the Property from any cause and agrees to return it to Lessor in as good a condition as when received, normal wear and tear accepted. In the event of loss or damage to any of the Property, Lessee, at the option of Lessor, shall replace the same with like Property in good repair or pay the replacement cost of the Property to Lessor within thirty (30) days from the date such loss or damage is reported to Lessee's authorized representative.

##### **INDEMNIFICATION:**

If any person (including employees of Lessee or employees of Lessor) suffers injury or death or any property is damaged, lost or destroyed, as a result, in whole or in part, of Lessee's acts or omissions, whether or not involving negligence of Lessee, its employees, agents or contractors, Lessee assumes the liability therefore and shall indemnify and hold harmless therefrom Lessor and its agents, servants, employees and sureties. With respect to any action involving Lessee's acts or omissions, (1) Lessee shall at its own expense defend Lessor and all other indemnified persons, and (2) Lessee shall pay all costs and expenses, including attorneys' fees, of, and satisfy

all judgments entered against, Lessor and all other indemnified persons. Nothing herein shall preclude Lessor from participating in any such defense. Lessee's assumption of liability herein is in addition to assumption of any other liability on account of or in any way related to any other contracts, provisions, clauses or agreements concerning the Property or the Site.

In the event that Lessee or any of its agents, employees, suppliers, or contractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of Lessor, Lessee shall be liable to Lessor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be due solely to the negligence of Lessor operating Lessor-owned or Lessor-leased equipment.

Lessee's assumption of liability is independent from and not limited in any manner by any insurance coverage, if any, otherwise required or available. Lessor has reduced the otherwise fair and reasonable fee it would have charged for this lease by \$100.00 as specific consideration for the indemnification provisions provided for herein.

Lessee consents to additional \$100 charge to opt out of indemnification provision as provided above. Lessee requires Lessor to provide a Certificate of Insurance listing Lessee Certificate Holder and Additional Insured. \_\_\_\_\_

**ASSIGNMENT:**

Lessee shall not assign or convey any interest in this Lease or the Property without Lessor's written consent and confirmation of the same.

**COMPLETE AGREEMENT/INTERPRETATION/TIME:**

This Lease contains the entire agreement between the parties hereto with respect to the matters covered herein. It shall not be amended or modified except by a writing signed by Lessor and Lessee. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. It is the intent of the parties that all terms of this lease are to be considered as complementary. However, in the event that such an interpretation is not possible, the order of precedence shall be the term that creates the higher standard or greater requirement for Lessee. Time is of the essence with regard to this Lease.

**OWNERSHIP OF THE PROPERTY:**

The Property is and at all times shall remain the sole Property of Lessor, and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease.

Witness the hands and seals of Lessor and Lessee:

LESSOR:  
CEW Enterprises Inc.

LESSEE:  
Laramie County Fair

## Schedule A

Stairs at each end -1000 + seats

1	5 Row, Non-Elevated	168'	Net Seating 520
1	7 Row, Non-Elevated	186'	Net Seating 812
			Total 1,332

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