

ADDENDUM TO SPEAKER SERVICES AGREEMENT

Laramie County/Peterson Farm Brothers LLC

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, 3801 Archer Parkway, Cheyenne, Wyoming 82009, ("COUNTY") and Peterson Farm Brothers LLC, 2951 13th Ave, Lindsborg, KS 67456 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the speaker services agreement to assist Laramie County with providing comedy entertainment 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. CONTRACTOR shall maintain insurance that is compliant with Attachment 'B', as required by Laramie County or the Director of Laramie County Events, and provide proof of insurance prior to the event.

C. COUNTY shall pay CONTRACTOR a total of \$4,500. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. COUNTY shall pay CONTRACTOR \$1,000.00, 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. MODIFICATIONS

1. The following language of the last sentence of Paragraph 4 - Cancellation of the agreement shall be omitted in its entirety and shall be of no force and effect:

~~"In the event the meeting is cancelled due to events beyond the control of Client, Client agrees to pay only for out of pocket expenses that the Speaker has incurred for travel to the meeting."~~

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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

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Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners


Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

PETERSON FARM BROTHERS LLC

By:  _____
Authorized Signature

Date 2-29-24

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 3/7/24

Speaker Services Agreement

This is an agreement made on February 21, 2024 between Laramie County Events (referred to as Client) and Peterson Farm Brothers (referred to as Speaker).

The Client and the Speaker agree to the following:

1. **Work.** The Speaker will appear and present in Cheyenne, WY on August 9, 2024. 2 Brothers will attend.
2. **Price.** Speaker agrees to charge and Client agrees to pay \$4,500. \$1,000 deposit is due at booking and \$3,500 is due at time of performance.
3. **Warranty/Quality of Work.** Speaker hereby warrants that he will prepare a program that aligns with the requested theme or subject matter communicated to Speaker by Client.
4. **Cancellation.** If Speaker cancels appearance for any reason, Speaker shall refund Client any deposit that has been paid to Speaker by Client. In the event the meeting is cancelled due to events beyond the control of Client, Client agrees to pay only for out-of-pocket expenses that the Speaker has incurred for travel to the meeting.

Client: _____

Speaker: _____

Date: _____

Date: 2-21-24

Checks payable to:
Peterson Farm Brothers LLC
2951 13th Ave
Lindsborg, KS 67456