

ADDENDUM TO FUZION ENTERTAINMENT

Laramie County/Fuzion Entertainment

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Fuzion, Inc., 144-49 87th Road Briarwood, NY 11435 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify Agreement # 1842, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement"), to provide *Los Chicos del 512: The Selena Experience* 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, the Rider and Agreement and shall remain in full force pursuant to the terms of the Agreement, the Rider 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 a total of \$12,000.00, plus lodging (6 rooms for 2 nights each) and reimbursement for rental car, upon proper invoice. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. COUNTY shall pay CONTRACTOR \$6,000.00, for booking and reservation, 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

A. House Sound/Lights and Backline will be produced by the third party stage, sound, and lights vendor contracted with COUNTY. COUNTY shall ensure reasonable compliance with the terms in the Technical & Tour Rider (hereinafter "Rider"), attached hereto as Attachment 'B'.

B. Ground Transportation will be provided by CONTRACTOR. COUNTY agrees to reimburse CONTRACTOR for a rental vehicle, upon CONTRACTOR'S invoice to COUNTY. Along with CONTRACTOR'S invoice for the rental vehicle, CONTRACTOR shall provide



COUNTY with any and all receipts used for the creation of CONTRACTOR'S invoice in which CONTRACTOR seeks reimbursement.

C. Standard Hospitality shall be defined as the terms listed on page 6 of the Rider, Attachment B, under Dressing Rooms and Catering. Any additional Standard Hospitality terms must be in writing and approved by COUNTY at least thirty (30) days prior to the performance.

V. 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 (4 pages), the Rider (7 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.

4. Assignment: Neither this Agreement, the Rider 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, the Rider 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, the Rider 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, the Rider 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, the Rider 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, the Rider 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, the Rider 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, the Rider 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, the Rider 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, the Rider and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement, the Rider and Addendum shall operate only between the parties to the Agreement, the Rider and Addendum, and shall inure solely to the benefit of the parties to this Agreement, the Rider 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, the Rider 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, the Rider 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.



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Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners

Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

FUZION, INC

By: Indy Bachu
Authorized Signature

Date 05-01-23

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date 5/2/2023



AGREEMENT # 1842

Name of Act:

***Los Chicos del 512:
The Selena Experience***

Purchaser/Venue:

Laramie County Events/
Event Center at Archer
Cheyenne, WY

Date:

Saturday,
September 9th, 2023
Time: TBD

Service to be provided:

One, 120-minute performance with an intermission.

Promo/Advertising:

Performers will be available for TV/Press within acceptable timeframe of performance date.

--- Meet & Greet optional

Fee: \$12,000.00 plus the following:

1. House Sound/Lights
2. Backline as per rider
3. Lodging (6 rooms 2 nights)
4. Ground Transportation (airport-hotel-venue or buyout)
5. Standard Hospitality

Fee to be paid the following way (W-09's enclosed):

50% (\$6,000.00) due upon signing – Payable to Fuzion, Inc.

Balance (\$6,000.00) to be paid to artist onsite – 512 Productions, LLC.

Cancellation:

Should the engagement be cancelled by Purchaser prior to said engagement without cause from act of God (Covid-19) or other cause beyond Purchaser's control, the Purchaser shall forfeit any and all deposits, or fifty (50%) of the total contract, whichever is greater. Should the engagement be cancelled by Purchaser due to Covid-19 or other cause beyond Purchaser's control, both parties will make every effort to reschedule and if rescheduling is deemed impossible, all deposits will be promptly returned to Purchaser with any non-refundable/transferable expenses being deducted. If Artist is onsite, willing and able to perform and Purchaser cancels engagement for any reason within its reasonable control, Artist shall be paid in full.



Confidentiality and Future Booking: All future bookings of "*Los Chicos del 512: The Selena Experience*" only to be done through Fuzion, Inc provided that Fuzion, Inc continue to represent the act. All terms in this contract to remain confidential between Laramie County Events, 512 Productions, LLC and Fuzion, Inc.

SIGNATURES:

Indy Bachu For *Los Chicos del 512: The Selena Experience* (Date)

Dan Ange for Event Center at Archer (Date)

Thank you for booking *Los Chicos del 512: The Selena Experience*!

We appreciate your business.