

ADDENDUM TO LIGHTING, SOUND AND PRODUCTION AGREEMENT
Between
LARAMIE COUNTY EVENTS DEPARTMENT and DYNAMIC SOUND & LIGHTING

THIS ADDENDUM is made and entered into by and between the Laramie County Events Department, 3801 Archer Parkway, Cheyenne Wyoming 82009, ("COUNTY") and Dynamic Sound and Lighting, 6510 State Highway 220, Casper, WY 82604 hereinafter referred to as ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is for CONTRACTOR to provide lighting, sound, and production services at the concert held by Laramie County Events. The date, time, and location for said event are to be determined by the COUNTY in consultation with CONTRACTOR and are reflected on the accompanying invoice, attached hereto as "Exhibit 1," and fully incorporated herein by this reference.

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and shall remain in full force and effect until completely performed.

III. TERMS

A. CONTRACTOR hereby agrees to provide lighting, sound, and production services at the concert held by Laramie County Events on the terms and conditions agreed upon by the parties herein.

B. COUNTY agrees to pay eleven thousand (\$10,200.00) for the provision of lighting, sound, and production services at the concert held by Laramie County Events. COUNTY shall pay CONTRACTOR deposit of \$3,400.00, 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 Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. MODIFICATIONS TO AGREEMENT

A. Paragraph 2 of the Agreement is amended as follows:

2. In consideration for the services, Buyer shall pay to Contractor the sum of \$10,200.00. Payment is to be made as follows: ~~Buyer shall pay to Contractor the amount of \$3,400.00 upon the execution of this agreement as a non-refundable deposit for Contractor's services. The balance shall be due upon arrival on contract date prior to setup. Full amount shall be paid by check at the conclusion of the event.~~ All payments are to be made by cash or check payable to Dynamic Sound and

Lighting. In the event of cancellation less than 15 days prior to the event date, Contractor shall be entitled to 100% of the amount due hereunder, unless otherwise agreed to in writing by Contractor or due to weather outlined in section 10 below.

B. Paragraph 13 shall be stricken and have no force and effect. It will be replaced with language contained in this addendum, Section IV, Paragraph S.

C. Paragraph 14 shall be stricken and have no force and effect. It will be replaced with language contained in this addendum, Section IV, Paragraph S.

IV. GENERAL TERMS

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 of 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. Acceptance Not Waiver: COUNTY's approval of the work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the competent and safe performance of the work. COUNTY approval of payment for any of the services hereunder shall not be construed to operate as a waiver of any rights under this Addendum or of any cause of action arising out of the performance of this Addendum.

C. Termination: This Addendum 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 addendum; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Addendum (5 pages), the accompanying Agreement referenced at "Exhibit 1" (3 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. Assignment: Neither this Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

F. Modification: This Addendum shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this 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 that the provisions of this

Addendum are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this 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 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to COUNTY in executing this Addendum. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Addendum.

I. Contingencies: CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Addendum, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Addendum.

J. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Addendum because of race, color, gender, creed, handicapping condition, or national origin.

K. 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.

L. 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 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 Addendum.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend 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. No services may be performed under this Addendum and no payment shall be tendered in the absence of CONTRACTOR's submission of valid proof of insurance to COUNTY.

N. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Addendum shall operate only between the parties to the Addendum and shall inure solely to the benefit of the parties to this Addendum.

O. 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 Addendum, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Addendum.

P. Force Majeure: Neither party shall be liable to perform under this 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.

Q. 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 Addendum 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.

R. Notices: All notices required and permitted under this Addendum 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.

S. Insurance: CONTRACTOR shall carry special event insurance for this event in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate. Laramie County Events Center shall be named as an additional insured on this policy and a copy of the policy shall be provided to the COUNTY in advance of the event.

T. 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.

U. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

Rest of Page Intentionally Left Blank

LIGHTING, SOUND AND PRODUCTION AGREEMENT
Between
LARAMIE COUNTY EVENTS DEPARTMENT and DYNAMIC SOUND & LIGHTING

Signature Page

LARAMIE COUNTY

By: _____ Date _____
Chairman, County Board of Commissioners

ATTEST:

By: _____ Date _____
Clerk, Laramie County

DYNAMIC SOUND & LIGHTING:

By:  _____ Date 2/22/24
Name: JEFF SCUTTHORN
Title: OWNER

This Agreement is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 2.27.24
Laramie County Attorney's Office

DYNAMIC SOUND & LIGHTING

Agreement for Services

6150 STATE HWY 220 CASPER ,
WYOMING 82604 307-315-3682
office.dynamicwy@gmail.com

Agreement made this 26th day of January, 2024 by and between
DYNAMIC SOUND & LIGHTING LLC (hereinafter referred to as the "**Contractor**") and,
LARAMIE COUNTY EVENTS, Dan Ange (hereinafter referred to as the "**Buyer**") for the purpose
of contracting staging, lighting & sound reinforcement between the undersigned parties.

1. The Contractor shall provide an APEX 3224 Stage, Sound, Lighting, Backline for "Back to The Eighties Event" featuring opener, The Coveralls band & headliner, "Noise Pollution". Stage will remain in place from State FFA Convention. Sound Checks TBD mid afternoon of the 20th. Performances starting April 20th at 7:00 pm. Load out to be completed the by the night of the 21st.

Venue Name: Archer Event Center Street:
3967 Archer Parkway
City: Cheyenne
State: Wyoming
Zip: 82009
Venue Phone: 633-4670

2. In consideration for the services, Buyer shall pay to Contractor the sum of \$10,200.00. Payment is to be made as follows: Buyer shall pay to Contractor the amount of \$3,400.00 upon the execution of this agreement as a non-refundable deposit for Contractor's services. The balance shall be due upon arrival on contract date **prior to setup**. All payments are to be made by cash or check payable to Dynamic Sound and Lighting. In the event of cancellation less than 15 days prior to the event date, Contractor shall be entitled to 100% of the amount due hereunder, unless otherwise agreed to in writing by Contractor or due to weather outlined in section 10 below.

***** Outdoor Events – Buyer is responsible for obtaining all permits for event and failure to do so is not justified reason to cancel event or to receive refund.**

3. Contractor will provide personnel to operate all equipment provided for in this Agreement. No other personnel, including Buyer and/or his employees, shall operate the Contractor's equipment without the express consent of Contractor.

4. Buyer shall be responsible for any theft or damage to Contractor's equipment except for normal usage.

5. Buyer shall provide adequate 24-hour security to protect the Contractor's equipment and personnel during the term of this Agreement.

6. Buyer shall designate one of his representatives to be responsible for decisions necessary to complete any and all aspects of this contract. This person shall be on-site and fully available from the beginning of event through the completion of event. This person shall have full authority to make any and all final decisions without the need to consult others in the Buyer's organization.

Buyer's Official Representative:

Name: Dan Ange Title: Director Laramie County Events

E-mail: dange@laramiecounty.com

Office Number: 633-4670

Mobile Number: 2 8 7 - 4 5 9 8

If buyer's official representative has any issues with performance of this contract, he shall only contact Contractor's Official Representative for resolution.

7. Contractor shall designate a representative(s) to be responsible for decisions necessary to complete any and all aspects of this contract. This person shall have full authority to make any and all final decisions without the need to consult others in the Contractor's organization.

Contractor's Official Representative:

Name: JEFF SCHAFER Title: Owner / Stage Technician

E-mail: office.dynamicwy@gmail.com Office Number: 307-315-3682

If Contractor's Representative(s) have any issues with performance of this contract, he shall only contact's buyer's official representative for resolution.

8. Buyer shall provide the electrical power and circuits necessary for Contractor to perform his duties hereunder. Buyer will use only licensed and bonded electricians in preparing the Contractor's electrical requirements. If Generators are used Contractor will handle all hookups and permits as necessary.

9. Buyer will provide adequate parking immediately adjacent to the venue or property for the loading and unloading of equipment and parking/vehicle(s) access permits to Contractor and his designated vehicles. Parking shall be reserved in advance for any vehicle the Contractor may need in the performance of his duties hereunder. It is Buyer's responsibility to retain access to and from the venue and to secure Contractor's parking during the entire term of this Agreement.

10. This Agreement is for service rendered rain or shine. Contractor has the right to interrupt the performance of any duties hereunder in the event of inclement weather, safety, or any other conditions which Contractor regards as hazardous. Any such interruption, postponement or cancellation of services shall not affect the Contractor's compensation specified herein. If Contractor arrives at event with no call for cancellation Buyer will be responsible for payment in full. If Buyer cancels event within 48 hours due to weather Contractor will receive 50% of contract agreement as compensation.

11. NO PART OF THIS DOCUMENT MAY BE CROSSED-OUT OR OTHERWISE ELIMINATED OR MODIFIED. Should any portion of this Agreement prove to be invalid, illegal or unenforceable, it shall not affect the balance of this Agreement.

12. This Agreement is the complete understanding between the parties and supersedes and replaces all previous agreements or representations both written and oral.

13. **INSURANCE-** Buyer will provide contractor, proof of Liability Insurance in the form of a Certificate of Insurance for contracted Venue/Event with minimum liability limits of \$1,000,000 per occurrence, \$2,000,000 Aggregate naming **Dynamic Sound & Lighting, LLC** as an additional insured for exposures and hazards outside of the services contracted.

14. **INSURANCE-** Buyer will provide contractor proof of Liability Insurance in the form of a Certificate of Insurance for contracted for each Sound and/or Lighting Company with minimum liability limits of \$1,000,000 per occurrence, \$2,000,000 Aggregate naming **Dynamic Sound & Lighting, LLC** as an additional insured for exposures and hazards outside of the services contracted.

THE UNDERSIGNED PARTIES have read and understand the terms and conditions of this Agreement and do hereby set their hands.

BUYER

CONTRACTOR

Signature


Signature

Company Name

Dynamic Sound & Lighting LLC

Address

Company Name

6150 State Hwy 220

City, State, Zip

Address

Casper, WY 82604

Telephone

City, State, Zip

307-315-3682

FAX

Office

970-324-9403

Cell