

AMENDMENT TO THE ADVENTURE ZONE INC CONTRACT

Laramie County/The Adventure Zone Inc.

THIS AMENDMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and The Adventure Zone Inc., [address] (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Amendment is to modify the contract to assist Laramie County with providing games and attractions, including but not limited to 10-12 inflatable attractions and 3-5 carnival style games with 1200 prizes, hosted by CONTRACTOR at the Laramie County Fair, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Amendment shall commence on the date last executed by the duly authorized representatives of the parties to this Amendment and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Amendment.

III. RESPONSIBILITIES OF PARTIES

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 \$14,200.00. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. COUNTY shall pay CONTRACTOR 50% of the full price or \$7,100.00, 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

A. The following sentence shall be stricken and have no further force or effect:
"The Adventure Zone the exclusive on all rides and games."

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 (1 page) and Amendment (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 and Amendment, 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 and Amendment 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 and Amendment 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 Amendment are fully severable.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Amendment 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 Amendment 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 Amendment.

9. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Agreement and Amendment 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 and Amendment. 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 Amendment.

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 and Amendment shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Amendment shall operate only between the parties to the Agreement and Amendment, and shall inure solely to the benefit of the parties to this Agreement and Amendment.

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 and Amendment 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. Amendment Controls: Where a conflict exists or arises between any provision or condition of this Amendment and the Agreement, the provisions and conditions set forth in this Amendment 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.

***Remainder of this page was intentionally left blank.**

AMENDMENT TO THE ADVENTURE ZONE INC CONTRACT

Laramie County/The Adventure Zone Inc.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

THE ADVENTURE ZONE, INC.

By: David Gordon _____ Date _____
Authorized Signature 3/6/2024

David Gordon
REVIEWED AND APPROVED AS TO FORM ONLY

By: _____ Date 3/8/24
Laramie County Attorney's Office

Contract between The Adventure Zone Inc.
&
Laramie County Fair, Cheyenne, Wyoming
August 3-9, 2024

The Adventure Zone agrees to provide:

- All games and attractions as discussed. *
- Employees and liability insurance for said games and attractions.
- All federal licenses as needed to operate amusements.

Laramie County Fair agrees to provide:

- A \$14,200.00 payment for operating the Zone "free" to the public during the event (\$7100.00 paid upon receipt of this contract to insure booking and \$7100.00 paid upon arrival).
- Required space for games and attractions.
- Permission to arrive Thursday August 1, 2024, and stay until Sunday, August 11, 2024, at midnight. **
- Permission to camp with attractions from arrival through departure.
- (3) 220-volt 50-amp outlets or enough 110-volt outlets (16 separate) within 150' of area to be used by the Adventure Zone. If outlets are not available, we can hard wire our spider boxes into an available breaker box or a 50kw generator will also suffice.
- One water faucet within 150' to be used by the Adventure Zone for water rides and cleaning.
- Space and permission for the Adventure Zone to camp with said attractions from set-up to tear-down.
- The Adventure Zone the exclusive on all rides and games.
- 24-hour access to restroom facilities (can be port-o-potty) from arrival till departure.
- Any and all costs associated with local and state licensing, permits, and regulations needed to operate the Zone.

Signed, Dave Gordon



Date: November 16, 2023

Date: _____

Signature of Authorized Event Representative

Please Print Name _____

- The Adventure Zone reserves the right to add, subtract or change the attractions listed as necessary for safety, mechanical, or financial reasons without penalty.
- Neither the Adventure Zone nor the sponsoring event shall be held responsible for any Act of God that would impede its ability to do or affect the outcome of business.
- ** In some instances, our arrival and/or departure time may be delayed due to logistics of the previous/next event. The arrival time does NOT reflect actual event dates and will NOT affect the validity of this contract.
- Safety requires a number of 3-foot-long stakes to secure the equipment for operation. When it is determined that we cannot use those stakes, an alternative method meeting our specifications MUST be provided by sponsoring body (i.e., 55-gallon drums of water, cement blocks, etc.) at no charge to the Adventure Zone.

Attraction List

* 10-12 inflatable attractions

3-5 carnival style games with 1200 prizes included with above pricing.