

ADDENDUM TO AGREEMENT
Between
LARAMIE COUNTY AND
LITTLE AMERICA HOTELS & RESORTS, INC.
For 2023 Congressional Tour

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Little America Hotel & Resort, Inc, 2800 West Lincolnway, Cheyenne, WY 82009 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Agreement for hotel rooms to be provided by CONTRACTOR, 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. COUNTY shall pay CONTRACTOR a minimum of \$5,602.50 and a maximum of \$6,225.00 in accordance with the terms of Attachment A. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. 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 TO ATTACHMENT A

A. The following provisions contained in Attachment A shall be stricken and have no force and effect: Attorney's Fees, Indemnification, and Insurance.

V. ADDITIONAL PROVISIONS

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 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. 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.

C. Entire Agreement: The Agreement Attachment A (5 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.

D. 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.

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

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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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ADDENDUM TO AGREEMENT
Between
LARAMIE COUNTY AND
LITTLE AMERICA HOTELS & RESORTS, INC.
For 2023 Congressional Tour

Signature Page

LARAMIE COUNTY, WYOMING

By: 
BC774130BFC84F9...
Laramie County Commissioners

Date July 14, 2023

ATTEST:


By: 
Laramie County Clerk

Date July 14, 2023

LITTLE AMERICA HOTELS & RESORTS, INC.

By: 
Authorized Signature

Date 7/14/23

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date 7.14.23

9099056

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AGREEMENT BETWEEN

Laramie County Government

Known hereafter as Group or You

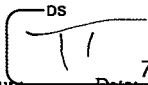
AND

Little America Hotels & Resorts, Inc.

Known hereafter as Hotel or We

Client Contact Name	Erin Andrews
Contact Title	Human Resources
Company	Laramie County Government
Address	310 West 19th Street Ste 140
City, State, Zip	Cheyenne, WY 82001
Telephone	307-633-4579
Email	erin.andrews@laramiecountywy.gov

Salesperson Name	Tyler McLachlan
Salesperson Title	Sales Manager
Company	LITTLE AMERICA HOTELS & RESORTS, INC.
Address	2800 West Lincolnway
City, State, Zip	Cheyenne, WY 82009
Telephone	307-775-8438
Fax	307-775-8446
Email	tyler.mclachlan@cheyyenne.littleamerica.com

Initial for Group:  Date: 7/14/2023 | 4:55 PM PDT

Initial for Hotel: _____ Date: _____

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Definitions

TERM	DEFINITION OF TERM
Sales Tax Rate	6% at present
Room Tax Rate	13% at present

Guarantee of Anticipated Revenue

We are pleased to offer the following accommodations for your event:
Sleeping Rooms and Rates

Contract Guestrooms & Rates

Little America Hotel Cheyenne		
Room Type	Monday	
	08-07-23	
Deluxe King/Two Queen		\$249.00
Preferred King/Two Queen		\$299.00
Total	25	

Total Room Block Reserved: **25 Room Nights**

Room rates are quoted exclusive of local taxes and fees. Room types are solely based off of hotel availability at the time reservations are booked.

Please advise Guests that check-in time starts at 4:00pm and check-out time is 11:00am. Guests arriving prior to 4:00pm will be given access to accommodations as they become available. **Toll free reservation number 800-235-6396.**

Sleeping Room Reservation Procedure

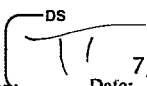
Reservations will be made by: Individuals ____; Rooming List ____ no later than July 14, 2023. After that date, you agree that we may offer unused rooms held in your block to other customers to reduce our losses and your obligations under the performance clause. Reservations requested by your attendees after this date will be accepted based upon availability.

Room and tax will be ____ paid by individuals or ____ charged to group's account.

The sleeping rooms listed above will be considered definite commitments upon signing of this agreement by both parties, and will be subject to all terms and conditions set forth herein. The persons signing below agree that they are authorized representatives of the above indicated group and Hotel who have authority to enter this contract. This agreement and the terms and conditions may not be changed or amended unless done so in writing and signed by both parties.

Performance

If the event is held, but the Hotel does not realize the total revenue anticipated from your event, you agree to pay performance damages. The damages owed will be the amount necessary for the Hotel to receive no less than 90% of the Total Anticipated Room Revenue from your event. (All revenue figures are net and not inclusive of taxes, service charge or commissions and shall be calculated separately).

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Anticipated Room Revenue	\$ 6,225.00
Total Guaranteed Revenue	\$ 5,602.50

Tax, Gratuity, and Service Charge

In addition to the anticipated charges set forth in the schedule of events, you agree to pay separately any and all federal, state, municipal or other taxes imposed on or applicable to your event. Tax rates are subject to change.

Deposits

You agree to pay a deposit of 25% of the Total Anticipated Revenue when you sign this agreement. This deposit is non-refundable but shall be applied to any cancellation fees you owe, if any.

\$1,556.25 Deposit Due on 06-19-23

Cancellation

In the event of a group cancellation occurring between the time of acceptance of this contract and arrival, liquidated damages will be due calculated based on the date of cancellation as a percentage of Total Anticipated Room Revenue plus applicable taxes, governmental assessments.

- Cancellation between 89 and 30 days in advance of the event: 75% **\$ 4,668.75**
 - Cancellation between 29 and 0 days of the event: 90% **\$ 5,602.50**
- Applicable taxes will be added to all amounts. Additional damages may be owed for cancellation of your sleeping rooms.

Payment

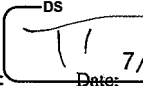
Upon signing this agreement, you must inform us, in writing, which of the following payment options you select.

- ☐ Cash, wire, or certified check: If paying by this method, you will pay 90% of Total Anticipated Revenue at least five business days prior to your function.
- ☐ Personal bank check: If paying by this method, you will pay 90% of Total Anticipated Revenue at least two weeks prior to your function.
- ☐ Credit card: *You will provide us with the credit card upon signing this agreement.
- ☐ Direct Bill: A direct billing account has been established for you by Hotel. Hotel will send final bill completion of event.
- ☐ Individual Pay: Individuals on own for all room charges.

If the actual event charges exceed the amounts previously collected by us, you agree to pay the difference. If payment is not made as agreed, we may terminate this agreement, retain your deposit, and seek additional amounts necessary to equal the cancellation fee provided in the Cancellation paragraph.

*Charge card payments in excess of \$20,000, whether for deposit or payment of any final settlement due to Hotel, will be subject to a surcharge of 2.5% on the total payment being processed. This surcharge applies to all charge, credit and debit card payments.

If you have established credit, payment in full will be due within thirty (30) days of your function. If payment of all undisputed charges is not received within thirty (30) days after your receipt of the final invoice, a finance charge of 1.5% per month, or the maximum amount allowed by law, whichever is less, will accrue on the unpaid, undisputed amount, commencing on the date of

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issue of the final invoice. The final invoice shall include but not be limited to all remaining event charges under this contract.

Deliveries

Arrangements for delivery of packages should be made through Hotel well in advance of visit. Hotel should be provided with shipping information including number of packages and anticipated delivery or shipment date. On property transport fees will apply. No COD packages will be accepted.

Security

You agree the Hotel is a reasonably secure facility. If you feel the size and/or nature of your visit requires additional security measures, you will supplement with, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons.

Miscellaneous Provisions**Attorney's fees:**

The parties agree that in the event that any dispute arises in any way relating to or arising out of this contract, the prevailing party in or court proceeding will be entitled to recover an award of its reasonable attorney's fees and costs.

Force Majeure

The performance of this agreement by either party is subject to acts of God, Government regulations, terrorist acts, disaster, riot, strikes, and civil disorder that make it commercially impractical or impossible to provide the facilities for the event or conduct the meeting.

Indemnification

Both the Group and Hotel agree to indemnify and hold harmless both the Group and Hotel, its officers, directors, partners, agents, members and employees, from and against any and all claims, losses, liabilities and damages, including without limitation amounts paid in settlements, costs of investigation, and attorney's fees, arising out of or caused by the gross negligence or willful misconduct of the Group, Hotel and/or its guests, attendees, invitees, exhibitors, agents, outside contractors or vendors, in connection with the use of the Hotel facilities or services. The Group and Hotel shall not have waived or be deemed to have waived any defense that it may have with respect to such claims.

Insurance

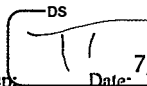
You represent that you have obtained reasonable insurance protection. You agree to include Hotel (listed as Little America Hotels & Resorts, Inc.) in such policies as additional insured's thereunder. Your insurance will be considered primary of any similar insurance carried by us.

Hotel Policies

We have the right to review and approve any advertisements or promotional materials in connection with your function which specifically reference the Hotel name or logo.

Return of Contract

If this contract is not signed and returned by the option due date of **06-19-2023**, the terms and conditions described can be withdrawn or modified. Should the Hotel have another group request the Group's space prior to the Group's return date, the Group will be given 48 hours to sign the contract or the space will be released.

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Initial for Hotel: _____ Date: _____

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We look forward to hosting your memorable stay at Little America!

FOR HOTEL(S)		FOR GROUP
		DocuSigned by: 
Signature of Representative		Signature of Representative
		Chairman
Title		Title
		7/14/2023 4:55 PM PDT
Date		Date

Tyler McLachlan
Sales Manager
LITTLE AMERICA HOTELS & RESORTS, INC.
2800 West Lincolnway
Cheyenne, WY 82009
307-775-8438
307-775-8446

Erin Andrews
Human Resources
Laramie County Government
310 West 19th Street Ste 140
Cheyenne, WY 82001
307-633-4579

Initial for Group:  7/14/2023 | 4:55 PM PDT

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