

LARAMIE COUNTY FAIR AGREEMENT
between
Laramie County and The Adventure Zone Inc.

THIS AGREEMENT 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., 41 E. 400 N., #243, Logan, UT 84321, (CONTRACTOR) in the alternative COUNTY and CONTRACTOR hereinafter may be referred to as "Parties" for this Agreement.

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to assist COUNTY by providing games and inflatable attractions at the Laramie County Fair, located at 3801 Archer Parkway, Cheyenne, WY 82009. This Agreement incorporates and modifies the document known as "Contract between the Adventure Zone Inc. & Laramie County Fair, Cheyenne WY" attached hereto as Attachment A.

II. TERM

This Agreement 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 this Agreement.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide games and attractions including 12 inflatable attractions, 5 carnival style games, and 500 prizes.

B. CONTRACTOR shall provide all employees necessary to run and operate the inflatable attractions, carnival style games, and distribute prizes.

C. CONTRACTOR shall provide liability insurance necessary as outlined in this Agreement.

D. CONTRACTOR shall provide all licenses necessary to operate the attractions and event.

E. CONTRACTOR shall operate the above stated attractions and games from August 2nd to August 9th.

F. CONTRACTOR shall arrive on Thursday, July 31, 2025, and stay until Sunday August 9, 2025, at midnight.

G. CONTRACTOR shall provide all necessary 3-foot stakes, or alternatives necessary to safely secure all attractions and games.

IV. RESPONSIBILITIES OF COUNTY

A. COUNTY agrees to pay CONTRACTOR a total of seventeen thousand seven hundred (\$17,700.00) COUNTY shall pay CONTRACTOR 50% of the full price or eight thousand eight hundred and fifty (\$8,850.00), for booking and reservation described herein, upon receipt of CONTRACTOR'S invoice. COUNTY agrees to pay the remaining 50% or eight thousand eight hundred and fifty (\$8,850.00) for CONTRACTOR'S fulfillment of its responsibilities in Section III of this Agreement.

B. COUNTY shall provide access to the Laramie County Fair Grounds for CONTRACTOR to set up the attractions and games.

C. COUNTY shall provide appropriate power for CONTRACTOR to use for the event.

D. COUNTY shall provide access to water for CONTRACTOR for water rides and cleaning.

E. COUNTY shall allow CONTRACTOR to camp at the location of the attractions for the duration of their stay in accordance with CONTRACTOR'S Responsibility F.

F. COUNTY shall provide access to restroom facilities from Thursday, July 31, 2025, and stay until Sunday August 9, 2025, at midnight.

V. MODIFICATIONS

A. COUNTY specifically removes the following terms and conditions listed on Attachment A from this Agreement:

- 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.

VI. GENERAL 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 (8 pages) and Attachment A (1 page) 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, 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 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 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 are fully severable.

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

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

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

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. These provisions apply and are not abrogated regardless of whether or not the CONTRACTOR has obtained or has insurance coverage in accord with the requirements contained herein. To wit: Inadequacy, failure to obtain, withdrawal, limitations or absence of insurance coverage does not abrogate or modify in any way CONTRACTOR'S obligation under the instant indemnification provision herein.

1. Inherent danger and risk of loss: CONTRACTOR understands and acknowledges the inherently dangerous nature of inflatable attraction events and games to its attendees and the venue. CONTRACTOR accepts these risks and agrees to indemnify COUNTY and renounce any claim against COUNTY in the event of loss or damage to persons or property subject to this agreement. This indemnification includes but is not limited to CONTRACTOR'S disclaimer of, and agreement that, no "bailment" is created by the provision of vehicles or property pursuant to this agreement.
2. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this Agreement, CONTRACTOR shall furnish COUNTY with the entire policy, original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences.

However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

- a. Minimum Limits of Coverage: Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence with a **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.
- b. Primary and Non-Contributory: For any claims related to this contract, the CONTRACTOR's **insurance coverage shall be primary insurance** as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- c. Waiver of Subrogation: CONTRACTOR hereby grants to COUNTY a **waiver of any right to subrogation** which any insurer of said CONTRACTOR may acquire against the Entity by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
- d. Additional Named: COUNTY, its officers, officials, employees and volunteers are **to be covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later

edition is used. **Additional Named status shall be reflected on any certificate of insurance** and/or CONTRACTOR will provide COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.

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 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. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

S. Insurance and Warranty: CONTRACTOR by signing below asserts they have general business insurance and liability insurance and will provide a certificate of insurance (COI) upon request and any warranties for parts used during this agreement will be assigned to COUNTY wherever possible.

T. Assertion of Agency, Personal Guarantee: By signing below, for CONTRACTOR, the individual (hereinafter "signor") asserts they have authority to bind CONTRACTOR to this agreement and that the asserted entity is not defunct or dissolved. If the Company for CONTRACTOR is a "dba" or trade name, and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by the CONTRACTOR to the COUNTY under this agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this agreement.

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LARAMIE COUNTY FAIR AGREEMENT
between
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Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date Jan 21, 2025
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date Jan 21, 2025
Laramie County Clerk

THE ADVENTURE ZONE, INC.

By:  _____ Date 1/06/25
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 1/9/25
Laramie County Attorney's Office

Contract between The Adventure Zone Inc.
&
Laramie County Fair, Cheyenne WY
Aug 2-9, 2025

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 discounted \$17,700.00 payment for operating the Zone "free" to the public during the event (\$8,850.00 paid upon receipt of this contract to ensure booking and \$8,850.00 paid upon arrival).
- Required space for games and attractions (11K to 15K sq. ft.).
- Permission to arrive Thursday, July 31, 2025, and stay until Sunday, August 10, 2025, 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 hardwire our spider boxes into an available breaker box, or a 50kw generator will also suffice.
- One water faucet within 75' 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 14, 2024

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 Assorted Inflatable Rides (Selection of Slides, Bounce Houses, Obstacle Courses. Some wet, some dry)
3-5 carnival style games and access to 100-500 prizes (Additional fees apply if discounted or free to the public)