

**ADDENDUM TO ENGAGEMENT AGREEMENT  
BETWEEN  
LARAMIE COUNTY FAIR AND LEDBETTER MAGIC**

THIS ADDENDUM is made and entered into by and between the Laramie County, Wyoming Fair, 3967 Archer Parkway, Cheyenne Wyoming 82009, ("FAIR") and LEDBETTER MAGIC, 2452 60<sup>th</sup> Ave SE, Mercer Island, WA 98040 [GAI] ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the Agreement to Engage LedBetter, attached and incorporated into this Addendum as "Attachment A" (hereinafter "Agreement"), intended to provide magic and mindreading shows at a location that is agreed upon by the parties.

**II. TERM**

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until the Agreement and Addendum are completely performed or are terminated as provided herein.

**III. RESPONSIBILITIES OF FAIR**

FAIR shall pay CONTRACTOR a sum not exceeding four thousand two hundred dollars for the services described in Attachment A. No payment shall be made before the last signature is affixed to the Agreement and this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

**IV. RESPONSIBILITIES OF CONTRACTOR**

A. CONTRACTOR shall provide the services described in Attachment A which is attached and fully incorporated herein by reference, as modified by this Addendum.

**V. GENERAL PROVISIONS**

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of FAIR. CONTRACTOR is not eligible for Laramie County Fair 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. Entire Agreement: The Agreement ( Attachment A 1 page) and this Addendum (4 pages) represent the entire and integrated agreement and understanding between the parties in

regard to the subject matter herein and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

3. 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.

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

5. 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; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement and Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the FAIR 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.

7. Applicable Law and Venue: The parties mutually understand and agree that 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 FAIR's governmental immunity as provided in this Agreement and Addendum.

8. 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.

9. 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.

10. Governmental/Sovereign Immunity: FAIR 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, FAIR 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.

11. 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.

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless FAIR, 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 FAIR except to the extent liability is caused by the sole negligence or willful misconduct of FAIR or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide FAIR with proof of such insurance upon request.

13. Conflict of Interest: FAIR 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.

14. 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.

17. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions of this Addendum shall control.

18. 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

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Board of Commissioners

ATTEST:


By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

CONTRACTOR: LEDBETTER MAGIC

By:  \_\_\_\_\_ Date 3/16/21  
Name: Brian Ledbetter  
Title: Independent Contractor

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 3/19/21  
Gladys Ayokosok, Deputy Laramie County Attorney



360.333.2941 [www.ledbettermagic.com](http://www.ledbettermagic.com) [magic@ledbettermagic.com](mailto:magic@ledbettermagic.com)



### AGREEMENT TO ENGAGE LEDBETTER

**CLIENT:** Laramie County Fair - Cheyenne, WY

**CONTACT PERSON:** Nicholle Watkins

**VENUE:** Laramie County Fairgrounds/Event Center

**SHOW DATE(S):** August 7-August 13, 2021

**SHOW TYPE:** "Dazzling Deceptions" magic show and "MindSpy" mindreading show

**SHOW TIME(S):** up to three performances per day, per fair schedule

**SHOW RUNNING TIME:** 40-50 minutes

**LOAD IN TIME:** TBD

**SHOW FEE:** Total fee including travel routed with other regional clients: \$4200

**TRAVEL EXPENSES:** CLIENT to provide single occupancy lodging at no expense to Ledbetter for duration of stay.

**RETAINER:** NA

**BALANCE:** \$4200

1. Retainer is due and payable on specified date. The balance shall be due and payable on date of final performance, prior to conclusion of the event.
2. In the event of cancellation of this Agreement by LEDBETTER due to illness or an unforeseen emergency, LEDBETTER will attempt to provide a comparable performer who is acceptable to the CLIENT. LEDBETTER'S Retainer will be returned to the CLIENT within 7 days of cancellation.
3. In the event of breach or cancellation of this Agreement by the CLIENT, the total Show Fee shall be due to LEDBETTER within 7 days of cancellation (less the paid Retainer).
4. Stage/performance area is to be clear of all furniture, debris, etc. in order to facilitate an efficient load in. The exit door nearest to stage/performance area should be available for load-in and load-out, with the closest parking space reserved for LEDBETTER's vehicle during load-in and load-out times.
5. CLIENT to provide a minimum space of 8 feet deep by 16 feet wide for stage/performance area, and nearby power source. If a raised platform/stage, CLIENT should furnish steps leading into the audience from the front center of the stage
6. LEDBETTER will provide at no additional expense to CLIENT all props, costumes, equipment, and personnel pertaining to the show.
7. LEDBETTER is working as an Independent Contractor and is responsible for all required taxes and withholdings.

*Please sign contract and return to: [magic@ledbettermagic.com](mailto:magic@ledbettermagic.com) or 2452 60<sup>th</sup> Ave SE; Mercer Island, WA 98040*

ACCEPTED AND AGREED

DATE

ACCEPTED AND AGREED

DATE

\_\_\_\_\_  
(Signature of LEDBETTER)

\_\_\_\_\_  
(Signature of CLIENT)