

CONTRACT ADDENDUM
Between
LARAMIE COUNTY EVENTS DEPT. and TIM MOFFETT

THIS CONTRACT ADDENDUM is made and entered into by and between the Laramie County Events Department, 3967 Archer Parkway, Cheyenne Wyoming 82009, ("EVENTS DEPT.") and Tim Moffett, 2203 70th Street, Ct. E. Bradenton, Florida 34208, hereinafter referred to as ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the terms of the contract between the parties to allow for the CONTRACTOR to provide a comedy performance at the Laramie County Fair, on Friday, August 11, 2023.

II. TERM

This Agreement 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 completely performed.

IV. RESPONSIBILITIES OF PARTIES

A. CONTRACTOR hereby agrees to perform a comedy show at the Laramie County Fair, on the terms and conditions specified and agreed upon by the parties and as provided in CONTRACTOR'S contract dated March 17, 2023.

B. EVENTS DEPT. agrees to pay CONTRACTOR five thousand one hundred forty-five dollars (\$5,145) and provide two (2) nights lodging for the provision of comedy show at the fairgrounds. Payment will be made after receipt of the CONTRACTOR'S invoice to the Events Dept. 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).

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of the Events Dept. CONTRACTOR is not eligible for Laramie County of Laramie County EVENTS DEPT. 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: EVENTS DEPT. 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. EVENTS DEPT. approval of payment for any of the services hereunder shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. 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.

D. Entire Agreement: This Agreement (5 pages) and CONTRACTOR's Invoice (1 page) 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 Agreement, 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 Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the EVENTS DEPT. 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 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to EVENTS DEPT. in executing this Agreement. This provision is not intended nor shall it be construed to waive EVENTS DEPT.'s governmental immunity as provided in this Agreement.

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

J. 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.

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: EVENTS DEPT. 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, EVENTS DEPT. 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.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless EVENTS DEPT., 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 EVENTS DEPT. except to the extent liability is caused by the sole negligence or willful misconduct of EVENTS DEPT. or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide EVENTS DEPT. with proof of such insurance. No services may be performed under this Agreement and no payment shall be tendered in the absence of CONTRACTOR's submission of valid proof of insurance to EVENTS DEPT.

N. 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.

O. Conflict of Interest: EVENTS DEPT. 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.

P. 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.

Q. Limitation on Payment: EVENTS DEPT.'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 EVENTS DEPT. at the end of the period for which funds are available. EVENTS DEPT. 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 EVENTS DEPT. knows of the shortage at least thirty (30) days in advance. No penalty shall accrue

to EVENTS DEPT. in the event this provision is exercised, and EVENTS DEPT. 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 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.

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

T. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Contract between the parties, the provisions and conditions set forth in this Addendum shall control.

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Between
LARAMIE COUNTY EVENTS DEPT. and TIM MOFFETT

Signature Page

LARAMIE COUNTY GOVERNMENT

By: _____ Date _____
Troy Thompson, Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: TIM MOFFETT

By: Timothy Moffett Date 5-16-2023

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: W. W. W. W. W. Date 5-24-23
Laramie County Attorney's Office

TIM MOFFETT/ LARAMIE COUNTY EVENTS COMEDY CONTRACT 2023

*The Artist TIM MOFFETT and Purchaser LARAMIE COUNTY EVENTS agreed to a FEE OF \$5,000.+ TWO NIGHTS LODGING for comedy show on FRIDAY AUGUST 11, 2023 at THE LARAMIE COUNTY FAIR in CHEYENNE, WY. for a comedy performance.

*A deposit of \$0,000. is due before the Artist will CONFIRM AND BOOK THE DATE with Purchaser. Upon payment of deposit and this contract signed and returned to Artist, Artist will make travel arrangements for performance. Balance due at performance.

Make check payable to: Tim Moffett
2203 70th St. Ct. E.
Bradenton, FL 34208

*If Purchaser cancels the performance for any reason, the purchaser forfeits the total amount of the deposit. If the Artist cancels for any reason the total amount of the deposit will be paid in full within 14 days.

*In the event of a sickness or of accident to Artist, or if a performance is prevented, rendered impossible or infeasible by any act or regulation of any public authority or bureau, civil tumult, strike, epidemic or pandemic, interruption in or delay of transportation services, war conditions or emergencies or any other similar or dissimilar cause beyond the control of either Party ("Force Majeure"), it is understood and agreed that there shall be no claim for damages by either Party and Artist's obligations as to such performances shall be deemed waived during a Force Majeure event. In the event of such non-performance for Force Majeure, both parties will work together to determine a later date for this performance under this Agreement or Artist will immediately return to Purchaser all compensation, expenses, deposits or other sums or items received from Purchaser.

*Purchaser will provide, at its cost, comprehensive liability and property damage insurance covering operation of the comedy performance and hold Artist harmless from any claims arising from the operation of the comedy night.

*Artist and Purchaser agree that any amendment of this contract must be in writing and signed by both parties.

Purchaser _____ Artist Timothy L. Moffett

Date _____ Date March 17, 2023

Tim Moffett
Farmer/Comedian
www.agcomedian.com

March 17, 2023

To: Attn: Nicholle Watkins
c/o Laramie County Events

From: Tim Moffett
2203 70 th St. Ct. E.
Bradenton, FL 34208

Ph. 941-737-4255
e-mail- tim@agcomedian.com
website- www.timthedairyfarmer.com

INVOICE AND CHARGES FOR:

Comedy Show at the 2023 Laramie County Fair on Friday August 11, 2023.

We agreed to a fee of \$5,000. + two nights hotel for services.	\$5,145.00
No Deposit Paid	- <u>\$0,000.00</u>
TOTAL DUE AUGUST 11, 2023.	\$5,145.00

*Please make check to:
Tim Moffett
2203 70th ST. Ct. E.
Bradenton, FL 34208

-OR-

Pay with PayPal or Credit card
To: sales@agcomedian.com

**If you have any questions about this statement please feel free to contact me at any time.

THANK YOU!