

ADDENDUM TO LEASE AGREEMENT
between
LARAMIE COUNTY FAIR and CEW ENTERPRISES, INC.

THIS ADDENDUM is made and entered into by and between Laramie County Events Department, 3801 Archer Parkway, Cheyenne, Wyoming 82009, (“FAIR” or “LESSEE”) and CEW Enterprises Inc., 880 Darko Dr., Bennett Colorado 80102 (hereinafter referred to as “LESSOR”). The parties agree as follows:

I. PURPOSE

This Addendum modifies the Lease Agreement dated April 26, 2021 for the purpose of leasing to the FAIR temporary bleachers, and incorporated by this reference as Attachment A (hereinafter referred to as “Agreement”) between LESSEE and LESSOR.

II. TERM

This Addendum and Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum, and shall remain in full force and effect for the duration of the 2021 Laramie County Fair.

III. MODIFICATIONS

The Agreement/Attachment A is modified as follows:

A. The section entitled “INDEMNIFICATION” is omitted in its entirety and shall be of no force and effect.

B. The section entitled “COMPLETE AGREEMENT/INTERPRETATION/TIME” is omitted in its entirety and shall be of no force and effect.

IV. RESPONSIBILITIES OF FAIR

FAIR shall pay LESSOR as provided in Attachment A, and modified by this Addendum. 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).

V. RESPONSIBILITIES OF LESSOR

LESSOR shall provide the equipment and services described in the Attachment A, which is attached and fully incorporated herein.

VI. GENERAL PROVISIONS

A. Entire Agreement: The Agreement, including Schedule A (4 pages) and this

Addendum (3 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.

B. 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.

C. 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.

D. 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.

E. Indemnification: Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other.

F. 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.

G. Limitation on Payment: FAIR'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 LESSOR the Agreement may be terminated by FAIR at the end of the period for which funds are available. FAIR shall notify LESSOR 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 FAIR knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to FAIR in the event this provision is exercised, and FAIR 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 FAIR to terminate this Agreement in order to acquire similar services from another party.

H. 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.

LARAMIE COUNTY

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

ATTEST:

By: _____ Date _____
Clerk, Laramie County

LESSOR: CEW ENTERPRISES, INC.

By: Wayne Clark _____ Date July 6 2021

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] _____ Date 7/19/2021
Laramie County Attorney's Office

CEW Enterprises Inc.

April 26,

2021 880 Darko Dr, Bennett Co 80102
748-5573
Clark93042@msn.com

Wayne Clark 303-

LEASE AGREEMENT

This contract (hereinafter "Lease"), is made this 26 day of April, 2021, in Bennett Colorado 80102, pursuant to the terms and conditions stated herein, by and between Lessee, identified below, and CEW Enterprises., Inc. (hereinafter "Lessor").

Identification of Lessee

Full legal name of Lessee: Laramie County Fair Grounds

D/B/A Name: _____

Billing Address: 3967 Archer Parkway

City: Cheyenne County: Laramie State: WY Zip Code: 82009

Business Phone: (307)- 633-4670

Authorized Representative: Nicholle Watkins

Cell Phone Number: 307-287-4598 Dan for grounds

Property Leased

Lessor hereby leases to Lessee and Lessee hereby rents from Lessor all those items of equipment and materials named and described in Schedule A (hereinafter the "Property") attached hereto and incorporated herein.

Lease Term

Lessor shall have adequate access to the location where its Property shall be installed and/or used on and after the 31st day of July, 2021, until the delivery and/or installation of the Property is completed. The installation of the Property by Lessee, if any, shall be completed on or before the 2nd day of Aug, 2021. Property removal shall occur after August 15th, 2021 unless otherwise authorized by Lessee.

Rental Payments

The rental fee is a flat fee of **\$29,900.00** (hereinafter "Rental Fee"), plus any monetary obligations described in this Lease, if any. Partial payment of the Rental Fee in the amount of

\$6,000.00 has been provided with Lessee's executed offer of this contract to Lessor. Should Lessor agree to this contract by signing it, Lessor is authorized to apply the said partial payment to the Rental Fee. The remaining amount of the Rental Fee shall be due and payable to Lessor upon substantial completion of the delivery and installation, if any, of the Property. Under no circumstances shall Lessee be authorized to use, or possession of the Property until the Rental Fee is paid in full. Any payment past due shall bear interest at the rate of eighteen (18%) percent per annum.

Miscellaneous Terms and Conditions

LOCATION AND CARE OF PROPERTY:

Lessee shall not, without the prior written consent of Lessor, permit any of the Property to be removed from the delivery/installation location of **Laramie County Fair Grounds** _____ (hereinafter the "Site"). Lessee shall use the Property in a careful and proper manner and comply with all laws, ordinances and regulations relating to the possession, use and maintenance of the Property.

LESSOR'S RIGHT OF INSPECTION AND RIGHT TO PROTECT ITS PROPERTY:

Lessor shall, at all times during business hours or while the Property is in use, have the right to enter upon the Site for the purpose of inspecting the property or observing its use. Until the Rental Fee is paid in full, Lessor shall also have the right to use self-help to prevent Lessee and all others from using or possessing the Property.

DELIVERY AND ACCEPTANCE OF PROPERTY:

Lessee shall provide adequate access to the Site for Lessor's equipment, vehicles and personnel, so as to allow for proper delivery and/or installation of the Property. Once Lessor notifies Lessee's authorized representative that the delivery or installation, if any, of the Property is substantially complete or once the Rental Fee is paid in full, whichever occurs first, Lessee shall have 24 hours to notify Lessor in writing of any apparent defect in Lessor's performance of its obligations under this Lease up to that point in time. Thereafter, Lessee shall not be heard to complain in any litigation or proceeding between the parties to this Lease that Lessor's apparent performance up to that point was defective in any fashion not identified in such a timely writing.

RISK OF LOSS:

Lessee assumes the risk of loss for the Property from any cause and agrees to return it to Lessor in as good a condition as when received, normal wear and tear accepted. In the event of loss or damage to any of the Property, Lessee, at the option of Lessor, shall replace the same with like Property in good repair or pay the replacement cost of the Property to Lessor within thirty (30) days from the date such loss or damage is reported to Lessee's authorized representative.

INDEMNIFICATION:

If any person (including employees of Lessee or employees of Lessor) suffers injury or death or any property is damaged, lost or destroyed, as a result, in whole or in part, of Lessee's acts or omissions, whether or not involving negligence of Lessee, its employees, agents or contractors, Lessee assumes the liability therefore and shall indemnify and hold harmless therefrom Lessor and its agents, servants, employees and sureties. With respect to any action involving Lessee's acts or omissions, (1) Lessee shall at its own expense defend Lessor and all other indemnified

persons, and (2) Lessee shall pay all costs and expenses, including attorneys' fees, of, and satisfy all judgments entered against, Lessor and all other indemnified persons. Nothing herein shall preclude Lessor from participating in any such defense. Lessee's assumption of liability herein is in addition to assumption of any other liability on account of or in any way related to any other contracts, provisions, clauses or agreements concerning the Property or the Site.

In the event that Lessee or any of its agents, employees, suppliers, or contractors utilize any machinery, equipment, tools, scaffolding, hoists, lifts or similar items belonging to or under the control of Lessor, Lessee shall be liable to Lessor for any loss or damage (including personal injury or death) which may arise from such use, except where such loss or damage shall be due solely to the negligence of Lessor operating Lessor-owned or Lessor-leased equipment.

Lessee's assumption of liability is independent from and not limited in any manner by any insurance coverage, if any, otherwise required or available. Lessor has reduced the otherwise fair and reasonable fee it would have charged for this lease by \$100.00 as specific consideration for the indemnification provisions provided for herein.

Lessee consents to additional \$100 charge to opt out of indemnification provision as provided above. Lessee requires Lessor to provide a Certificate of Insurance listing Lessee Certificate Holder and Additional Insured. _____

ASSIGNMENT:

Lessee shall not assign or convey any interest in this Lease or the Property without Lessor's written consent and confirmation of the same.

COMPLETE AGREEMENT/INTERPRETATION/TIME:

This Lease contains the entire agreement between the parties hereto with respect to the matters covered herein. It shall not be amended or modified except by a writing signed by Lessor and Lessee. No other agreements, representations, warranties, or other matters, oral or written, shall be deemed to bind the parties hereto. It is the intent of the parties that all terms of this lease are to be considered as complementary. However, in the event that such an interpretation is not possible, the order of precedence shall be the term that creates the higher standard or greater requirement for Lessee. Time is of the essence with regard to this Lease.

OWNERSHIP OF THE PROPERTY:

The Property is and at all times shall remain the sole Property of Lessor, and Lessee shall have no right, title or interest therein except as expressly set forth in this Lease.

Witness the hands and seals of Lessor and Lessee:

LESSOR:
CEW Enterprises Inc.

LESSEE:
Laramie County Fair

Schedule A

Stairs at each end -1000 + seats

1	5 Row, Non-Elevated	168'	Net Seating	520
1	7 Row, Non-Elevated	186'	Net Seating	812
4	5 Row, Non-Elevated	15'	Net Seating	200
			50 Seats Each	
			Total	1,532
