

AGREEMENT for INSANITY FEST MOTORSPORTS THRILL SHOW
Between
LARAMIE COUNTY AND LIVE A LITTLE PRODUCTIONS, INC.

THIS AGREEMENT is made and entered into by and between Laramie County, P.O. Box 608, Cheyenne, Wyoming 82003, Wyoming 82009 (County) and Live a Little Productions, Inc., Skyler Neibaur, 111 N. 3962 E, Rigby, ID 83442-5709 (CONTRACTOR). The Parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for CONTRACTOR to hold a motorsport and truck event at the Laramie County Motocross Park 11425 Thunder Rd., Cheyenne, WY 82009 on the 9th of August 2025 in accordance with the terms herein. This agreement comprises a total of seven (7) pages. For purposes of reference and interchangeability: CONTRACTOR may be referred to "Live a Little Entertainment Group" for marketing but at all times is a pseudonym for CONTRACTOR. It is understood that COUNTY shall receive 100% of all concession, ticket and sponsorship sales.

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 the Agreement is completed or terminated as provided below.

III. RESPONSIBILITIES OF COUNTY

- A. COUNTY shall provide CONTRACTOR with bleacher seating, restrooms, and access to a power source for CONTRACTOR'S sound system.
- B. COUNTY shall provide for the cost of distribution of marketing materials.
- C. COUNTY shall provide for the distribution of all ticket sales.
- D. COUNTY shall provide event security, fire crew, and EMS in accordance with COUNTY policy and procedure.
- E. COUNTY shall provide a wheel loader (front-end loader with a 3-4-yard bucket), water truck, tractor/box blade, and 1 skid steer as track equipment.
- F. COUNTY shall provide approximately 200 yards of screened dirt for track construction, which may be piled.

- G. COUNTY shall provide 3 full sized cars as crush obstacles, which shall retain their engines but be drained of all fluids, have all glass removed, tires removed, and batteries removed.
- H. COUNTY shall provide cleanup of grandstand and bleachers.
- I. COUNTY agrees to pay nineteen thousand eight hundred and eighty dollars (\$19,880.00) to CONTRACTOR, for CONTRACTOR'S fulfillment of its responsibilities in Section IV of this Agreement.

IV. RESPONSIBILITIES OF CONTRACTOR

- A. CONTRACTOR shall hold a motorsport and truck event at the Laramie County Motocross Park 11425 Thunder Rd., Cheyenne, WY 82009
- B. CONTRACTOR shall provide all vehicles, performance drivers and staffing including, but not limited, to event announcer, E.E.I.C., Full Boogie Tilt Motorsports Entertainer, and staff.
- C. CONTRACTOR shall provide for per-show pit party, post-show autograph session.
- D. CONTRACTOR shall provide all copies of flyers, radio ads, and social media promo videos & graphics for advertising.
- E. CONTRACTOR shall carry insurance subject to the terms of the General Provisions of this Agreement.
- F. CONTRACTOR shall provide for track construction and clean-up, including but not limited to dirt placement and removal, with guidance and partnership from COUNTY.
- G. CONTRACTOR shall provide audio systems and tour branding.
- H. CONTRACTOR shall conduct a final arena walkthrough with on-site venue personnel.
- I. CONTRACTOR agrees that COUNTY shall receive 100% of concession sales.
- J. CONTRACTOR agrees that COUNTY shall receive 100% of ticket and sponsorship sales.

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 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. Entire Agreement: This Agreement, (7 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.

C. Assignment: Neither this Agreement, nor any rights or obligation hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

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

E. 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.

F. 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 to be fully severable.

G. 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 the COUNTY's governmental immunity as provided in this.

H. 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.

I. 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.

J. 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 ENTERTAINMENT 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.

K. Acceptance/Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services 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.

L. Governmental/Sovereign Immunity: The 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.

M. 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.

N. 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 motorsport and truck events for its event, 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 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:

O. 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.

P. 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.

Q. 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.

R. Limitation of 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 the COUNTY at the end of the period for which funds are available. The 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 the COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the 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.

S. 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.

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

[remainder of page intentionally left blank, signatures on following page]

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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: LIVE A LITTLE PRODUCTIONS, INC.

By:  _____ Date 12.13.24
Kaedon Berry, President of Touring Properties.

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 12/16/24
Laramie County Attorney's Office