LARAMIE COUNTY CLERK BOARD OF COUNTY COMMISSIONERS AGENDA ITEM PROCESSING FORM

1. DATE OF PROPOSED ACTION: June 6, 2017

2. AGENDA ITEM: A	opointments	☐Bids/Pu	rchases	Claims		
☑Contracts/agreements/leases ☐Grants ☐ Land Use: Variances/Board App/Plats						
☐ Proclamations ☐ Public Hearings/Rules & Reg's ☐ Reports & Public Petitions						
Resolutions Othe	r					
3. DEPARTMENT: Lara	mie County					
APPLICANT: CFD		AGENT: Jeff Ketcham				
4. DESCRIPTION: Cons Cheyenne Frontier Days ar			pment, and	grounds agreement betwee		
Amount \$	F	rom	То	6/30/2018		
5. DOCUMENTATION:	2 Originals		RECEIVE TO FO LARAMIE	ED AND APPROVED AS ORM ONLY BY THE E COUNTY ATTORNEY		
Commissioner	Clerks	s Use Only:	Signatures			
Ash Heath Holmes Kailey Thompson Action Postponed/Tabled			Grants Mana	tny ager ency		

BUILDING, FACILITIES, EQUIPMENT AND GROUNDS AGREEMENT between CHEYENNE FRONTIER DAYS, INC. and LARAMIE COUNTY, WYOMING

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("County") and Cheyenne Frontier Days, Inc. 4610 Carey Avenue, Cheyenne Wyoming 82001 ("CFD"). The parties agree as follows:

I. PURPOSE

- 1. The purpose of this Agreement is to allow for the use by CFD, a private non-profit corporation, of certain County grounds, facilities, and buildings located at the Cheyenne Frontier Days Facility and complex, which are described on Schedule I attached hereto (hereinafter "County Facilities"), and for the use by the County of certain CFD grounds, facilities, and buildings located at the Cheyenne Frontier Days Facility, which are described on Schedule II attached hereto (hereinafter "CFD Facilities") for the benefit of the Laramie County Fair. The County Facilities and the CFD Facilities are sometimes collectively referred to herein as the "Facilities." This Agreement also provides for the use of the County Facilities for non-County affiliated uses and by non-County affiliated parties and use of the CFD Facilities for certain County affiliated uses and events, described in Schedule III attached hereto. Schedule IV attached hereto describes CFD uses of County facilities at the County's Archer Complex.
- 2. The intent of this Agreement is to (a) allow for the exchange in use between CFD and the County of the use of County Facilities for Cheyenne Frontier Days and the use of CFD Facilities for the Laramie County Fair and to (b) set the conditions and terms of the use of County Facilities and the CFD Facilities for time outside Cheyenne Frontier Days and the Laramie County Fair.

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 June 30, 2018 or unless otherwise terminated in accordance with the provisions of this Agreement.

III. TERMS

1. <u>Definition of season</u>: The period of time commencing approximately June 1st of any year and ending on the final day of the County Fair, which includes both the activities of the annually occurring Cheyenne Frontier Days and the Laramie County Fair, shall be referred to as the "season." All other times of the year outside the "season" shall be referred to as the "off-season."

2. <u>Insurance</u>: County shall maintain and provide proof of its participating membership in a public entity risk-sharing pool for liability coverage and an insurance-purchasing pool for property coverage as well as Wyoming Workers Compensation insurance. Coverage will apply to the real and personal property of the CFD Facilities and liability arising out of their use by County and its employees, elected and appointed officials, and volunteers, while acting within the course and scope of their duties, during the Laramie County Fair, along with members of the public attending or participating in the Laramie County Fair, including all clean up and preparation associated therewith.

CFD shall maintain and provide proof of an insurance program to include commercial general liability, auto, commercial property, and Wyoming Workers Compensation insurance. Insurance will apply to the real and personal property of the County Facilities and liability arising out of their use by CFD employees and their agents and volunteers, while acting within the course and scope of their duties, along with use by the public attending or participating in the Cheyenne Frontier Days and Non-County Affiliated Uses, including all clean up and preparation associated therewith.

CFD shall require that Non-County Affiliated Parties intending to use or using County Facilities maintain and provide proof of insurance to CFD for general liability, auto, commercial property, and Wyoming Workers Compensation insurance, as appropriate to its business type. Insurance will apply to the real and personal property of both the County Facilities and CFD Facilities and their use by the Non-County Affiliated Party and its employees and agents and volunteers, while acting within the course and scope of their duties, and members of the public participating in such Non-County Party Use in using County facilities.

Non-County Affiliated Parties may be required to pay a rental fee for the use of County facilities used in the off-season. Payment of such fees shall be directly to the County upon notice from CFD of the use of the facility. This provision refers to fees beyond the normal and customary CFD established costs. Such fees shall be set by separate agreement between the non-county party and Laramie County. Other such fees to be charged to non-county parties for use in the off-season shall be accord with the requirements of this agreement and may include reasonable assessments by CFD for damage deposits, hard costs such as electricity and water and any clean up costs associated with the use. It is the intent of this Agreement that all non-CFD and non-county affiliated parties be provided equal treatment and have only reasonable costs imposed for use of County facilities in the off-season.

CFD shall provide copies of any applications and/or notice of approval of Non-County Affiliated parties reservation and use of county facilities prior to the use of the facilities to the Laramie County Director of Public Works. County must agree and consent to such use by Non-County affiliated parties and establish any charges/rental fees, if any, as noted in the preceding paragraph.

County shall require that County Affiliated Parties under the terms of this Agreement and/or any other agreement with the County, intending to or using CFD Facilities, maintain and provide proof of insurance to the County and CFD for general liability, auto, commercial

property, and Wyoming Workers Compensation insurance, as appropriate to its business type. Insurance will apply to the real and personal property of both the CFD Facilities and County Facilities and its use by the County Affiliated Party and its employees, agents and volunteers, while acting within the course and scope of their duties, and members of the public participating in such County Party Use in using CFD Facilities.

CFD has exclusive control of scheduling of all use of County Facilities other than the Laramie County Fair, and any person or entity desiring to use CFD Facilities or County Facilities, regardless whether Non-County Affiliated or County Affiliated Parties shall be based on first in time, first in right, determined by the submission of a satisfactory and completed facilities use application, to CFD, as well as payment of any rents and deposits. If application is not given, based on the above, then no use of the County or CFD Facilities shall be allowed.

- Transitions: A "transition" shall be considered the change in use of the County Facilities by CFD, or CFD Facilities by County, from uses for the purpose of Cheyenne Frontier Days to the uses for Laramie County Fair purposes as well as the commencement of use at the end of the "off-season" on June 1st and the end of the County Fair use upon the completion of the Fair. All transitions shall be accompanied and not considered completed or authorized by the parties without completion of a "walk through" as separately described herein. Transition shall include, without limitation, (a) cleaning of all stalls and barns and removal of refuse (manure, bedding, and hay), and all other paper and trash from the CFD Facilities and the County Facilities. (b) return and storage of materials and equipment to the locations where such materials and equipment were found, including repair to any damage to such equipment and materials of the other party caused by use; (c) cleaning of restrooms, grandstands, and barns, and (d) inspecting Facilities for damage, including without limitation bathrooms and pedestals at the campground. Responsibilities of CFD for clean up and preparation following Chevenne Frontier Days and transition to the County Fair and County for clean up and preparation following the County Fair and transition to off-season shall be accomplished within 1 week after the end of the event from which the transition is occurring, unless the parties mutually agree otherwise.
- 4. Walk Through: At each transition, and after completion of the applicable clean up and preparation activities for such transitions the designated agent of the County and the designated agent of CFD shall perform a "walk through" of the respective or relevant facilities, including without limitation reading of electrical meter(s). The "walk through" shall be an inspection of the respective facilities and is designed and intended to note the condition of the respective facilities, including recording any damage, need for repair and maintenance or any other item which needs to be addressed prior to the completion of the transition. It is the intent and purpose of this Agreement that County Facilities and CFD Facilities shall be returned upon completion of transition in the same condition as delivered, normal wear and tear excepted. A transition shall be deemed complete when all clean up and preparation is completed and any damage is repaired, and the designated agent of the party to whom custody and control of its Facilities are being returned, provides in writing to the other party that transition is complete. If such written approval is not provided, based on the above, then no use of the County Facilities or CFD Facilities shall be allowed.

- A. <u>Authority of Agents</u>: The parties agree that the designated agents of the parties pursuant to this section shall have full and complete authority to agree and decide on matters pertaining to the walk through, and such mutual decisions shall be binding, to the extent permitted at law, on the parties. All such decisions shall be in writing and submitted by each party to the other promptly after such decision is made. During or at the completion of any walk through, the respective agents of the parties shall note in writing provided to the other party the need for repairs, correction for damage or other condition required of the other party which had custody and control of the Facilities, or will state in writing that the transition is complete.
- B. Timing of Corrections: Corrections of damage and repair necessary for the commencement of activity connected to Frontier Days or the Fair shall be presumed pursuant to this Agreement to require immediate correction, replacement and/or repair unless otherwise agreed to in writing by the designated agents. Other repairs, replacements or corrections shall be performed as agreed to by the designated agents. Transition responsibilities of the party charged with the obligation of correction, replacement or repair shall not be deemed complete until such work is completed to the reasonable satisfaction of the other party. Each party shall be responsible for the collection and retention of documentation or evidence needed for submittal to their respective insurers if necessary. Costs for repairs or replacement shall be borne by the party using or responsible for the use of the Facilities at the time the damage or loss was sustained. The costs of normal wear and tear and normal maintenance shall be borne by the party owning the Facilities. The distinction between damage and loss and normal wear and tear shall be the mutual decision of the designated agents. CFD shall be notified of any maintenance or capital improvements to County facilities to be performed by County in order to avoid scheduling conflicts.
- C. <u>Additional Inspection</u>: Either party can request a walk through to be performed at any time throughout the year for the purposes of ascertaining and addressing the state and condition of its Facilities. Each party agrees to timely provide an agent for the purposes of any requested walk through upon request of the other party.
- D. Reimbursement of Hard Costs: County and County affiliated parties shall reimburse CFD for hard costs incurred by CFD as a result of County's use of CFD Facilities for the County Fair. Hard costs for purposes of this Agreement shall mean costs incurred by CFD for electrical usage (based on the number of days the County Fair is conducted and the square footage of CFD Facilities used), and for use of water, sewer, trash receptacle and pick up, grounds crew (if County requests equipment or service) and supplies (including without limitation hand towels, toilet paper, paper towels, soap, and garbage bags). The above explanation for "reimbursement of hard costs" will also apply to County

and non-county affiliated parties. CFD and County will develop an agreeable and accurate method of cost estimate for electric usage.

- E. <u>Disagreement</u>: If the designated agents disagree on any matters pertaining to the walk through, then such matters shall be addressed and resolved between the governing bodies of the parties or their other representatives.
- Cleanup and Preparation; Custody: Unless otherwise authorized through the designated agents, CFD shall be responsible for clean up and preparation of all Facilities, both County and CFD, at the end of Cheyenne Frontier Days. County shall be responsible for clean up and preparation of all Facilities, both County and CFD, after the Laramie County Fair. Due to the need for rapid re-use of Facilities both parties acknowledge that time is of the essence in completion of clean up and preparation. Walk through shall be required during and/or after clean up and preparation by either party. The same provisions applied to repair, replacement and correction pursuant to transition walk throughs in Section 5 shall be applied to clean up and preparation walk throughs. Only after satisfactory completion of all walk throughs will turnover of the Facilities to the other party be permitted or considered complete. Satisfactory completion will be deemed to have occurred when all clean up and preparation activities have been completed and all necessary corrections, replacements and repairs have been made, all as determined by mutual agreement of each party's designated agent, and the designated agent for the party to whom custody and control of its Facilities are being returned states in a writing delivered to the other party that such activities have been completed to its reasonable satisfaction.
 - A. <u>Removal of Animal Waste</u>: During use of Facilities each party agrees to remove accumulated animal waste on a daily basis. At the conclusion of CFD and County Fair, animal waste will be removed in a timely manner.
 - B. <u>Underground Tanks</u>: Underground tanks located in the barn area: CFD shall pay for pumping post-CFD and Laramie County shall pay for pumping tanks post-Laramie County Fair. Laramie County shall order the pumping of tanks and submit an invoice to CFD for its obligations
 - √ C. <u>Use of Panels</u>: CFD shall allow Laramie County the use of approximately 150 white panels owned by CFD for the use of the Laramie County Fair
- 6. <u>Seasonal Fees</u>: During the period of time that CFD occupies and uses the County Facilities for Cheyenne Frontier Days, CFD shall be responsible for all utility costs and costs of day-to-day operation, cleaning and maintenance of County Facilities.

For the period of time that the Laramie County Fair occupies and uses both County Facilities and CFD Facilities, CFD shall maintain and provide to County an itemized invoice for payment of utility costs (water and electric) based on meter readings and all other costs specified

in Section 4(D). The taking of meter readings for this purpose shall be a responsibility of the designated agents at the walk throughs. County or its designee, including the Laramie County Fair Board, shall be responsible for the costs of day-to-day operation, cleaning and maintenance of all Facilities used by the Fair. CFD shall provide to County an itemized invoice for payment of all materials and labor costs of day-to-day operation of the County Fair and cleaning and maintenance for the County Fair and all other costs specified in Section 4(D). Payment shall be made within 45 days of the receipt of invoice or notice of charges in the absence of any disputed charges.

7. Off-Season:

- A. The parties agree that CFD shall have primary responsibility for operation of the County Facilities during the off-season. It is the understanding and agreement of the parties that CFD will schedule, operate and collect fees and revenues generated by any off-season use of County Facilities for any purpose subject to the terms of this Agreement.
- B. CFD agrees and understands that the County will not require the payment of any rental for the use of County Facilities by County Affiliated Parties. This waiver of rental fees does not apply to the collection and/or retention of damage deposits, utility costs or cleaning and repair or replacement costs to which the County Affiliated Parties will be subject.
- C. Other organizations or groups aside from County Affiliated Parties making use of the County Facilities by scheduling through CFD may be required to pay to the Laramie County Treasurer a rental fee as set separately by Laramie County, for the use of the County Facilities. Such organizations or groups making use of the County Facilities will be required to pay all utility and maintenance costs associated with the use of the County Facilities. Utility and maintenance costs are set, determined and billed by CFD.
- D. All County Affiliated Parties and Non-County Parties making use of the County Facilities during the off-season will be required to supply proof of insurance to CFD.
- E. CFD shall be responsible for the reservation and scheduling of the use of County Facilities in the off-season. Reservation shall be on a strict "first in time, first in right" basis with rights to use determined by the submission of a satisfactory and completed application and payment of any required deposits within time periods and in accordance with the policies and procedures of CFD.
- F. CFD agrees to retain and keep accurate records of all scheduled uses including but not limited to security deposits, applications and itemized utility billings for each scheduled use of County Facilities during the off-season.

- G. The parties agree that County will assume no responsibility for property present on or in County Facilities placed there by any other person without direct authorization by County. This includes, but is not limited to, property stored in Barn 13, placed there by any person other than County or without direct authorization by County which is recognized by the parties as being used primarily for storage. The parties further agree that no personal items (i.e. belonging to an individual and not property of CFD or other recognized group or entity) shall be stored on or in any County Facilities. Notwithstanding the foregoing, all storage on or in County Facilities must be approved by County.
- H. All use of Facilities by a County Affiliated Party shall require the same clean up and preparation and corrections, replacements and repairs to Facilities by such County Affiliated Party, as provided in Section 5, and all use of Facilities by a Non-County Party shall require the same clean up and preparation and corrections, replacements and repairs of Facilities by such Non-County Party as provided in Section 5. Designated agents of each party shall perform all walk throughs with County Affiliated Parties and Non-County Parties and the decision of such "designated agents" shall be binding for such purposes.
- 8. <u>Barn 13</u>: Within 90 days following the execution of this Agreement, CFD agrees to inventory and account for all Non-County property stored in Barn 13. The County and CFD designated agents shall participate jointly in this exercise. Upon completion of the inventory, CFD shall notify any Non-County Parties whose property is stored in Barn 13 by certified mail, return receipt requested, to arrange for its removal or insure the property for any loss or damage. Further, such owners must notify CFD and the County of any continued need to store said property within Barn 13. Any storage costs shall be as set by Laramie County.
- 9. <u>Audit/Records</u>: CFD agrees to retain all required records relating to the use of County Facilities for three (3) years after their creation. CFD agrees to permit access by the County or any of its duly authorized representatives to any books, documents, papers, utility billings and records of the CFD which are related to this specific Agreement for purposes including, but not limited to, audit, examination, excerpts, and transcriptions.

County agrees to retain all required records relating to the use of CFD Facilities for three (3) years after their creation. County agrees to permit access by CFD or any of its duly authorized representatives to any books, documents, papers, utility billings and records of the County which are related to this specific Agreement for purposes including, but not limited to, audit, examination, excerpts, and transcriptions.

IV. GENERAL PROVISIONS

A. <u>Independent Contractor</u>: The obligations or services to be performed by CFD and County hereunder are those of an independent contractor and not as an employee of the other. CFD is not eligible for Laramie County employee benefits, and County is not eligible for CFD

employee benefits, and each will be treated as an independent contractor for federal tax filing purposes. CFD assumes responsibility for its personnel who act for or on behalf of CFD pursuant to this Agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. County assumes responsibility for its personnel who act for or on behalf of County pursuant to this Agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CFD and County are each free to perform the same or similar services for others.

- B. Acceptance Not Waiver: County approval of the reports, and work or materials furnished hereunder or approval or acceptance of, or payment for, any of the uses of Facilities or 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. CFD or County approval of the reports, and work or materials furnished hereunder or approval or acceptance of, or payment for, any of the services hereunder, respectfully, 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. <u>Termination</u>: This Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the material 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. <u>Entire Agreement</u>: This Agreement (12 pages) and Schedules I, II, III, and IV (1 page each) represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.
- E. <u>Assignment</u>: 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. <u>Modification</u>: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.
- G. <u>Invalidity</u>: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction or if the County or CFD 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. <u>Applicable Law and Venue</u>: The parties mutually understand and agree this Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.

- I. <u>Contingencies</u>: CFD certifies and warrants no gratuities, kick-backs 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. <u>Discrimination</u>: 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. <u>ADA Compliance</u>: 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. <u>Governmental/Sovereign Immunity</u>: County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including Wyo. Stat. § 1-39-101 *et seq.*, by entering into this Agreement, except with respect to CFD for any failure by County to perform the provisions of this Agreement or its breach of the terms hereof. 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, except with respect to CFD for any failure by County to perform the provisions of this Agreement or its breach of the terms hereof.
- Indemnification: To the fullest extent permitted by law, CFD agrees to indemnify and hold harmless County, its elected and appointed officials, employees and volunteers, while acting within the course and scope of their duties, from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with negligence in the performance by CFD, and the negligence of these persons acting for or on behalf of CFD, of CFD's obligations hereunder to County except to the extent liability is caused by the sole negligence or willful misconduct of County or its employees or those acting for or on behalf of County. To the fullest extent permitted by law, County agrees to indemnify and hold harmless CFD, its elected and appointed officials, employees and volunteers, while acting within the course and scope of their duties, from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with negligence in the performance by County and the negligence of those persons acting for or on behalf of the County, of the County's obligations hereunder to CFD, except to the extent liability is caused by the negligence or willful misconduct of CFD or its employees or those acting for or on behalf of CFD. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.
- N. <u>Third Parties</u>: 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 County and CFD as parties to this Agreement, and shall inure solely to their benefit.

- O. <u>Conflict of Interest</u>: County and CFD affirm, to their knowledge, no CFD employee has any personal beneficial interest whatsoever in this Agreement. No staff member of CFD, 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. <u>Force Majeure</u>: Neither party shall be liable to perform under this Agreement if such failure arises out of causes beyond their reasonable control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Acts 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 reasonable control and without the fault or the negligence of said party.
- Q. <u>Limitation on Payment</u>: County's obligations are conditioned upon the availability of funds which are appropriated or allocated for these obligations. If funds are not allocated and available for the continuance of the terms of this Agreement, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CFD at the earliest possible time of the County services or obligation 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 obligations or for any damages as a result of termination under this provision.
- R. <u>Notices</u>: 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 party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.
- S. <u>Compliance with Laws</u>: CFD and County shall each comply with all applicable laws, regulations and ordinances whether federal, state or local in the performance of their respective obligations under this Agreement.
- T. <u>Time is of the Essence</u>: Time is of the essence in the performance of the obligations imposed on either party under this Agreement.
- U. <u>Non-Assignability</u>: This Agreement shall not be assigned by either party without the prior written approval of the other.
- V. <u>General</u>: All Schedules referenced herein are deemed incorporated herein and made a part of this Agreement by such reference.

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BUILDING, FACILITIES, EQUIPMENT AND GROUNDS AGREEMENT between CHEYENNE FRONTIER DAYS, INC. and LARAMIE COUNTY, WYOMING

Signature Page

LARAMIE COUNTY, WYOMING	
By: Troy Thompson, Chairman, Laramie County Commissioners	Date
ATTEST:	
By:	Date
CHEYENNE FRONTIER DAYS, INC.	
By: Name (printed): Tom Hirsig Title: CEO/President of CFD	Date 5/3//7
This Agreement is effective the date of the last signature affixed to	o this page.
REVIEWED AND APPROVED AS TO FORM ONLY:	
By: Mark T. Voss, Laramie County Attorney	Date S/31/17

<u>SCHEDULE I</u>

County Facilities

Barns 13, 14 and 15 and Lots 3 and 4

SCHEDULE II

CFD Facilities

Chuckwagon Barns (2)

Barn 12

AA Barn

BB Barn

Cowboy restrooms Chuckwagon restrooms

Arena

Grandstands

Exhibit Hall

B Lot

C Lot

F Lot

D Lot

G Lot

Campgrounds and pedestals

All other facilities including committee buildings located on Frontier Park, by permission only

SCHEDULE III

County Affiliated Uses and Parties:

4 - H and Future Farmers of America

Examples of Non County Uses and Parties

(Requiring County approval)
Rabbit Show

Goat Show

Cub Scouts

Boy Scouts

CFD sponsored events

SCHEDULE IV

County Facilities at Archer Complex 3967 Archer Parkway Cheyenne, WY 82007

Camping and Stalls for Contestants during Cheyenne Frontier DaysTM
Arena for Contestants during Cheyenne Frontier DaysTM
Parking for Carnival overflow tractors and trailers, location at Archer Complex as determined by LCF (CFD will notify LCF as to the number of units when the information is available from the carnival contractor)

Note: Cheyenne Frontier DaysTM will provide a volunteer, in an RV, staged at the Archer Complex Campground, during Cheyenne Frontier DaysTM to provide information and answer questions, during daytime hours, as agreed upon by Cheyenne Frontier Days TM and Laramie County Fair.