

**LEASE AGREEMENT BETWEEN LARAMIE COUNTY
and
THE EVENT AT ARCHER**

THIS LEASE AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003 (“COUNTY”), by and through the Laramie County Board of Commissioners (BOCC) and The Event at Archer 2139 Iron Mountain Road, Cheyenne Wyoming, 82009 (“LESSEE”). The parties agree as follows:

I. PURPOSE/PREMISES DESCRIPTION/OVERSIGHT

A. Laramie County is the sole owner of the 876 acre Archer Research Station property, located in Sections 27 and 28 Township 14 North, Range 65 West of the 6th PM, Laramie County, Wyoming (hereinafter referred to as the “Archer Property”). By and through the terms herein LESSEE agrees to lease a portion of the property (hereinafter referred to as the “Leased Premises,” the “Premises” or the “property”) for the purposes of operating and conducting horse trials and other equine activities. (See Attachment A-Map) The “Leased Premises consist of approximately 54.3 acres” (56.5 acres with 2.2 acres for the Laramie County Sheriff’s Department ‘dog area’ subtracted) Address of Leased Premises: **11215 Thunder Road, Cheyenne, Laramie County Wyoming.**

B. In consideration of LESSEE’s representations, LESSEE’s payment of the lease fees and LESSEE’s performance and adherence to the other provisions of this Lease Agreement, COUNTY agrees to lease said leased premises to LESSEE, subject to the terms and conditions herein.

C. LESSEE agrees and understands that all oversight and responsibility for the operation and the terms of this Agreement shall be held and exercised by Laramie County BOCC or their designee, who will have the authority and responsibility to enforce the terms of this Agreement. For the term of this agreement, unless otherwise indicated by the BOCC in writing to the LESSEE, the designee shall be the Laramie County Director of Public Works or their Designee (Director). The parties intend that all issues, disputes and/or problems resulting from the LESSEE’s obligations and operations pursuant to this Agreement are to be resolved between the Director and the LESSEE, if possible. The Director hereby has the authority delegated to it by the Laramie County Commissioners to interpret and enforce the terms of this Agreement. In the event of non-compliance with the terms of this Agreement or in the event that the Director determines that issues cannot be resolved between the Director and LESSEE, the Director shall bring the matter before the Board of Laramie County Commissioners for final decisions regarding enforcement, modification or termination of this Agreement.

II. TERM

A. This Agreement shall commence on the day the last signature is affixed to this agreement and all terms and conditions precedent have been accomplished including, but not limited to review and approval of sufficient insurance coverage as required herein and shall remain in full force and effect until January 1, 2025, subject to termination and/or modification

as described herein. LESSEE acknowledges that renewal of this Agreement after the lapse of any time period is not guaranteed, and is subject to the restrictions provided by applicable law, and to the requirements and terms contained here including, but not limited to, compliance with the terms of this lease agreement, applicable law and regulation, consistent and adequate use of the leased premises, the operation of a viable and lawful equine recreational and/or competitive facility on the Leased Premises, participation in an Archer Maintenance District, payment of fees, dues and taxes related to the operation of the facility within the Archer Complex, coordination of events, operation and maintenance of the facility in accordance with requirements set herein or by the BOCC and an assessment of the use of the leased premises in accord with the interests of the general health and welfare of the community.

III. PAYMENT

A. UTILITIES:

1. Currently, any utility services available to or used by LEASSEE are unmetered and no charges are made by COUNTY to LEASSEE for such use. However, LESSEE understands and agrees that may be subject to change or modification. LESSEE agrees and understands that this may change at any time during the pendency of this lease. In the event the COUNTY determines a need to impose such costs the COUNTY shall inform LESSEE in advance in writing. In the event that costs for water or electricity are imposed or necessary, LESSEE shall reimburse COUNTY for any such costs including any cost fees or charges imposed by utility providers. Said payments to the county shall be determined at the time of imposition along with any required schedule of payments.
2. In the event utility services become metered or COUNTY determines to impose costs for same, LEASSEE shall reimburse COUNTY for any costs, fees and charges by for provision of utilities whether incurred or assessed by COUNTY any utility providers and on a monthly or as required by COUNTY for all costs to maintain and provide said utilities services to the property should COUNTY maintain control over the ownership or be the named payor of the utility services used on the Leased Premises, or;
3. If LESSEE desires to arrange for the provision of utility services, COUNTY must be advised in advance and must consent to such installation or provision in writing. In such a circumstance, LESSEE shall initiate, contract for and obtain, in its name, all utility services required on the leased premises, including gas, electricity, telephone, water, and sewer connections and services, and LESSEE shall pay all charges for those services as they become due. Upon termination of this Agreement for any reason COUNTY shall take and maintain control and/or ownership of any and all utility fixtures and installations installed on the leased premises during the pendency of this Agreement.
4. LESSEE shall submit a construction plan for all proposed utility installations to the COUNTY for approval prior to initiation of any utility installation or construction.

COUNTY approval of said plans shall be a condition precedent to installation or construction of utilities on the leased premises. Utility installation shall be underground.

B. LEASE FEES: As consideration, LESSEE shall pay COUNTY a fee of ONE HUNDRED DOLLARS (\$100) annually, within 30 days from the full execution of this lease agreement and subsequently, on or before January 1 for each subsequent year for use of the leased premises, at the commencement of this lease agreement and through January 1, 2025.

1. As additional consideration, LESSEE shall provide equine recreational opportunities in Laramie County consistent with its mission and in accordance with its governing charter and/or bylaws. At the end of the lease period, should renewal be granted, the lease fee shall be renegotiated between the parties. All payments of lease fees or other sums due COUNTY under this Agreement shall be made at the Laramie County Treasurer's Office, 309 West 20th Street, Cheyenne, Wyoming.

C. MAINTENANCE FEES: At the discretion of the BOCC, the LESSEE may be directed to make periodic maintenance payments to the County or its maintenance designee, for the maintenance and upkeep of the existing and constructed facility improvements in the Archer Complex. LESSEE shall be informed a reasonable time in advance by writing of the intent to impose any such fees, the basis therefore and amounts. The fees shall provide for road and infrastructure maintenance, not including on site premise improvements completed by the LESSEE. The maintenance fees may be negotiated based on overall percentage of traffic generated by each participating facility, or by other means Said fees shall be renegotiated at the end of the lease term and prior to any thereof.

D. COMPLIANCE WITH P.U.D. OR OTHER REGULATIONS: LESSEE agrees that in the event of approval and implementation of any additional or new regulations associated with the Archer Complex, whether as part of the Archer PUD or otherwise, LESSEE shall be required to comply with said regulations or ordinances.

E. PROPERTY TAXES: LESSEE agrees and acknowledges that its uses of the property are those of a private entity and therefore the leased premises are subject to property taxation. LESSEE shall pay all taxes, whether real or personal with respect to the Leased Premises and LESSEE's personal property.

IV. RESPONSIBILITIES OF LESSEE

A. LESSEE shall use the Leased Premises solely for purposes of constructing, operating and maintaining an equine recreational and/or competition facility, in compliance with and subject to the terms of this Agreement.

B. LESSEE agrees and understands that it is the intent of the parties that LESSEE's obligations extend to the appropriate control and usage of the leased premises. This includes the obligation that individuals or entities using the premises for equine activities do so in accord with LESSEES obligations under this agreement, including but not limited to the requirement for

waivers to be executed by said individuals or entities using the leased premises and that their use be authorized by lease.

C .Unless otherwise indicated and as provided in the terms herein, to LESSEE warrants and agrees that all users of the leased premises, in the absence of clear and convincing evidence of trespass, shall be considered invitees and authorized users of the LESSEE and shall subject to the terms and obligations in this lease agreement.

1. LESSEE may not sublease the leased premises or assign its rights under this agreement to any other person or entity without the express written consent of COUNTY, in advance of such assignment and or sublease. Violation of this provision shall be considered a material breach of this agreement and will result in its termination.
2. In addition to the foregoing, LESSEE is specifically prohibited from sub-leasing, renting, loaning or otherwise providing access to the Leased Premises to any other organization, club, association or entity for any use without prior written approval by the COUNTY. Approval must be sought sufficiently far in advance that COUNTY may review the request. obtain sufficient details in regard to any proposed use and to consider conditions to be imposed upon such rental or use by other organizations or or entities.
3. LESSEE understands and agrees that such approval, if granted in the sole discretion of COUNTY, will be conditioned upon the full indemnification of the COUNTY by LESSEE for said use. It may be further conditioned upon COUNTY's review and approval of any agreement between LESSEE and any other user by the COUNTY, including but not limited to, approval of insurance provided by the outside entity for its indemnification of either LESSEE or COUNTY. LESSEE agrees and warrants that the COUNTY may in its sole discretion determine any necessary requirements for outside users including, but not limited to, the posting of a bond in an amount to be set by COUNTY, the sufficiency of which shall be adjudged solely by COUNTY. COUNTY shall determine whether said bond is to be provided by either LESSEE or the organization, club, individual, association or entity to which LESSEE wishes to provide use of the Leased Premises.

D. FENCING: LESSEE shall construct and maintain a perimeter fence on the Leased Premises as one of the conditions for occupation and use of the Leased Premises. Said fence shall be maintained, at a minimum, in accord with the requirements of a "lawful fence" pursuant to W.S. § 11-28-102. Said fence shall remain a fixture on the Leased Premises and revert to the ownership of COUNTY upon termination of this Agreement.

1. LESSEE has been advised of COUNTY's consent to expand the area of the leased premises from a point on the west end to Thunder Road, North to the North fence line of the Archer property. LESSEE understands and agrees that the use of this additional

property (approximately 9.5 acres) is temporary in nature, subject to the terms and conditions of this lease regarding the future use and development of archer property and specifically in regard to this area in the event the county makes a determination to sell or otherwise make use of the property for other purposes. In the event COUNTY should invoke this clause, it shall provide reasonable written advance notice to LESSEE of its intent to do so. In the event this area is reduced or removed under this provision, the leased premises shall be correspondingly reduced in size all other terms and conditions of this lease agreement shall remain in full force and effect.

2. LESSEE further agrees that this fence shall reasonably assure that access to the Leased Premises is limited to individuals who are allowed to enter the area. LESSEE further agrees that such fence shall be maintained in a manner to reasonably restrict access to only authorized persons.
3. LESSEE further agrees that it will install suitable entrance gates on to the Leased Premises. These gates shall remain locked, in order that **that only users authorized by LESSEE pursuant to the terms of this agreement users may be provided access to said locks.** LESSEE further agrees to require that all members and other authorized users to shut and lock the gate immediately upon entry into or exit from the Leased Premises.

F. COUNTY shall not be liable for any personal injury or property damage resulting from any negligent operation or faulty installation of gates or fences provided for use on the Leased Premises, nor shall COUNTY be liable for any injury or damage suffered by LESSEE as a result of any failure to make necessary repairs to the fences or utility facilities.

G. LESSEE shall use only those parts of the property described in the terms of this Agreement and its attachments. Access to the leased premises shall be along roads currently designated as public in the Archer Complex and such other routes as permitted by the Laramie County Director of Public Works. Said access roads shall be used solely for ingress and egress to the Leased Premises, not for any other use in connection with the LESSEE's use of the Leased Premises; provided, however, that agents, volunteers, members, invitees, spectators and other 3rd parties involved in the event may use the area located immediately east of the north-south fence line of the leased premises extending from the west end of Thunder Road for temporary parking during an event or other times the leased premises is being used by LESSEE.

LESSEE shall be responsible for all traffic management involving their agents, volunteers, members, invitees, spectators and or other third parties coming to and from the property. Said traffic management shall be conducted in and safe and organized manner to ensure traffic is confined to existing roads, access ways and designated parking areas on the Leased Premises.

1. Should LESSEE desire to install or create additional ingress or egress rights-of-way, LESSEE shall require the consent of the BOCC and/or its Designee and applicable COUNTY agencies. LESSEE shall be further required to execute, obtain and comply with any applicable permits, including, but not

limited to, those required by Laramie County access routes and driveways which requires submission of plans or specifications of any planned access way.

2. LESSEE agrees to prevent or minimize any damage of disturbance to this area. LESSEE shall further consult with operators of the adjacent motocross track for purposes of scheduling and use of this area and the leased premises to minimize or avoid conflict or crowding.

H. LESSEE has consulted with the Laramie County Planning Department and will complete the appropriate site plan process required for this use of the leased premises.

I. LESSEE shall be liable for any injury or damages to the equipment or service lines of any utility suppliers that are located or shall be located on the Leased Premises, whether owned installed or maintained by county or by other providers, resulting from the acts of LESSEE, or the agents or invitees of LESSEE.

J. LESSEE shall construct, operate and maintain the Leased Premises and any facilities or fixtures thereon in complete accord with all applicable laws, regulations and statutes whether state, local or federal as amended. Further LESSEE shall operate its facilities in accord with all applicable national or industry standards, as may be amended from time to time.

K. LESSEE shall fully defend, indemnify and hold harmless COUNTY from and against any and all claims, demands, actions, suits of any kind or nature whatsoever arising from any environmental damage to the Leased Premises caused by LESSEE's use, including, but not limited to, the discharge, release or contamination of the property by hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 - 42 U.S.C. §§ 9601-9675 and 40 C.F.R. Part 302.

L. LESSEE will use and occupy the Leased Premises in a clean and wholesome manner and in compliance with all applicable governmental requirements and all rules promulgated by COUNTY or other governmental entities relating to such occupancy.

M. LESSEE agrees that no representation as to condition or repair of the Leased Premises, and no promise to alter, repair, or improve the Leased Premises has been made except as contained in this Agreement.

M. LESSEE shall keep the Leased Premises, during the term of this Agreement, in good repair, and at the expiration of this Agreement, shall yield and deliver up the Leased premises and any improvements existing at the time of the granting of this Agreement in like condition as when taken, reasonable wear and tear excepted.

O. At the termination of this Agreement any improvements or fixtures on the Leased Premises created, installed or constructed by LESSEE, including but not limited to buildings and structures, shall be the property of the COUNTY and may be required to be removed at the

expense of LESSEE within ninety (90) days of the date of termination and in accord with any applicable law, regulation or statute, unless the parties agree, in writing, to some other disposition of said fixtures or improvements. Any fixtures or improvements which the parties agree may be left on the Leased Premises shall be in good repair, as determined by COUNTY. Upon termination, Lessee shall be entitled to remove all horse jumping obstacles placed on the Leased Premises by Lessee.

P. LESSEE accepts full responsibility for loss to any improvement on and to the Leased Premises whether existing at the time of the initiation of this Agreement or subsequently installed.

Q. COUNTY will not be liable for damages to persons or property sustained by LESSEE or LESSEE's agents, volunteers, invitees, or other persons due to the Leased Premises becoming out of repair or compliance with applicable laws and codes or industry standards, or those arising from leakage of gas, steam, water, or sewer pipes, or from defective wiring, the operation of any equipment on the Leased Premises, or from the conduct of LESSEE's activities.

R. COUNTY shall not be responsible or liable to LESSEE for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased Premises.

S. COUNTY shall not be liable for any damage or injury to any person or property that occurs on the Leased Premises resulting from the use of the Leased Premises by LESSEE. LESSEE shall fully defend, indemnify and hold harmless COUNTY from and against any and all claims, demands, actions, suits of any kind or nature whatsoever arising from any damage or injury to any person or property that occurs on the Leased Premises resulting from the use of the Leased Premises and shall maintain at all times during the term of this Agreement sufficient insurance to support and ensure compliance with this obligation.

T. LESSEE agrees and warrants that it is a validly formed and lawfully authorized corporate entity. LESSEE agrees to notify COUNTY immediately and in writing of any termination, loss, dissolution or modification of its corporate status. Loss or dissolution of said corporate status, in the absence of additional agreements in writing between the parties, grounds for the termination of this Agreement.

U. LESSEE agrees to obtain and maintain adequate insurance covering all aspects of its operation on the Leased Premises. The amounts of insurance required shall be as required herein. LESSEE shall provide a copy of the current, in-force policy, including the declarations page and all endorsements to COUNTY prior to April 1, (and/or the annual renewal date of the relevant insurance policies) of the Lease term. LESSEE agrees to notify COUNTY immediately in writing if the insurance lapses or is cancelled for any reason. LESSEE further agrees to notify COUNTY, in writing, sixty (60) days prior to termination of or any change to its insurance.

1. Insurance coverage shall be on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$3,000,000** per occurrence. The

general aggregate limit shall apply separately and shall be a minimum of \$4,000,000..

2. Insurance coverage shall provide Laramie County as an additional named insured identifying the County as follows: "Laramie County Government." The additional named insured endorsement shall further indicate that Laramie County is considered an "Additional named insured on a primary and noncontributory basis."
3. Any insurance policy shall provide the coverage shall not be canceled except with notice to Laramie County.
4. **All insurance obtained by LESSEE must be and shall state that it is "Primary and Non-contributory" as to the additional named insured, Laramie County and shall include** waiver of any right to subrogation which any insurer may acquire against the COUNTY by virtue of the payment of any loss under such insurance. LESSEE 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.

V. **WAIVERS:** LESSEE shall ensure that **no individual, whether an invitee, a participant in a sponsored event, or other authorized person, shall participate in any activity on the Leased Premises without signing an appropriate waiver and release of liability**, which waiver shall be duly dated and witnessed by an officer or agent of the LESSEE. **WITHOUT WAIVER OR ABROGATION OF ANY AVAILABLE REMEDY OR CAUSE OF ACTION: A FAILURE TO COMPLY WITH THIS SUBSECTION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT**

1. Said release and waiver should be as reflected in Attachment C to this agreement or a substantially similar and no less than fully encompassing and binding waiver, which in addition to its other contents should contain a release of Laramie County, its elected and appointed individuals, volunteers and employees. LESSEE agrees to maintain copies of all executed waivers and allow access to COUNTY for review and copying purposes. Said records of waivers shall be maintained for a minimum of three years after the expiration of any existing lease agreement between the parties in regard to the leased premises.
2. LESSEE, as a material condition of this lease, shall retain copies of all executed waivers in a safe and secure location. LESSEE further agrees that COUNTY and/or its designated representatives may inspect and/or copy any or all of said waivers.
3. LESSEE has represented to COUNT and agrees that individuals making use of the premises shall be 'members' of the organization of entity controlled by LESSEE and subject to LESSEE's rules and policies regarding use, including but not limited to the

execution of waivers as indicated herein.

W. LESSEE shall notify COUNTY in writing as far in advance as possible, and in any event no later than thirty (30) days in advance, of all proposed event days, in order to facilitate usage of the complex wherein the Leased Premises are located. LESSEE's hosting of events at the Leased Premises under the auspices of different organizations is permitted but shall not abrogate LESSEE's obligations and responsibilities pursuant to this lease agreement including but not limited to provision related to indemnification.

V. COUNTY'S RESPONSIBILITIES

A. COUNTY shall have the right to make the following adjustments in this Agreement upon written notice to LESSEE of not less than thirty (30) days:

1. Changes required by federal, state, or local law or rule or regulation.
2. Changes needed to reflect current standards in the industry or organizations governing or representative of the standards required or expected of the type of operations conducted by LESSEE on the property.
3. Changes mandated by LESSEE's failure to meet guidelines, regulations or standards set by COUNTY or the terms of this Agreement for the improvement, maintenance, construction and conduct of the operations, programs or facilities on the Leased Premises.

B. COUNTY reserves the right to inspect the Leased Premises, any fixtures or improvements thereto, and the manner and mode of LESSEE's operation of the facility, to determine compliance with all aspects of this Agreement, at any time and without notice.

C. COUNTY agrees that it may provide water and sanitary infrastructure to the edge of the leased area at such time as it develops that infrastructure on the Archer property. LESSEE shall pay any and all fees required or determined by COUNTY for tap fees, development fees and monthly service charges as may be required by the water or sewer provider or as required under the conditions of any P.U.D. covering the Archer property. LESSEE is free to terminate this leases in lieu of paying such fees. During such times as COUNTY or its contractors or designees are engaged in development of, and construction upon, the Archer property, COUNTY shall make reasonable efforts to ensure no damage occurs to the Leased Premises, and that necessary access is maintained to the Leased Premises to enable LESSEE to continue operations.

D. COUNTY shall maintain Thunder Road from the entrance of the Laramie County Riders Association property to the Leased Premises.

E. COUNTY's only obligations to LESSEE are contained in the express language of this Lease Agreement and COUNTY will not provide LESSEE with any additional buildings, infrastructure or space.

VI. SPECIAL PROVISIONS

A. LESSEE agrees that it is its intention to use the Leased Premises for the operation of an equine recreational and competition facility. LESSEE **shall annually**, or more frequently as requested by the BOCC, **provide a written report on its operations**, including but not limited to number of shows held, the number of contest is admitting evidence shows, and the approximate number of spectators. LESSEE further agrees to appear before the BOCC as requested, and in any event no less frequently than annually, to provide a report of the operations and progress made by LESSEE in its utilization of the Leased Premises for the intended purpose. In the event the BOCC finds, at any time, that LESSEE's operations have become injurious to the general welfare of the citizens of Laramie County in any manner, this Agreement may be terminated by COUNTY.

B. LESSEE agrees and warrants that its use of the Leased Premises is conducted for the benefit of the general public. LESSEE agrees it will not discriminate against any person who wishes to participate in the activities on the Leased Premises because of race, color, gender, creed, disability, or national origin. LESSEE's fees, guidelines and rules for the use of the Leased Premises for its intended purpose shall not be set, created or enforced in such a manner as to exclude members of the public wishing to make use of the property. This clause shall not be interpreted to prevent LESSEE from setting rules and regulations in place for the safe and prudent operation of the facilities nor to prevent LESSEE from excluding or removing individuals not complying with said rules or otherwise violating law, the terms of this Agreement or applicable regulation or presenting a risk of harm to themselves or others.

C. LESSEE agrees to maintain financial, operational and construction records and to make such records available for inspection by the COUNTY at all reasonable times.

D. COUNTY reserves the right to negotiate alternate uses of the leased area during the duration of this agreement, so long as such uses do not substantially interfere with LESSEE's use, as determined in consultation with LESSEE. LESSEE acknowledges that a portion of the leased area may be subject to existing and future mowing leases, and that land nearby the leased premises is and may be used for other purposes, including a motocross facility. Any future use of the leased area must be compatible with, coordinated with, and approved by the LESSEE. If the LESSEE disapproves of a proposed future use, then the COUNTY will negotiate in good faith to accommodate the LESSEE, and if the parties cannot agree, either party shall be entitled to terminate the lease.

E. In the event that the lease area is annexed into the City of Cheyenne, the LESSEE agrees to abide and conform to any provisions or regulations of the City.

F. LEASEE agrees that use of the leased premises pursuant to this lease agreement is separate from and entirely unrelated to, use by LESSEE of other facilities located at the archer complex under the control of the Laramie County Events Department. This agreement does not affect, abrogate or modify in any way the requirements, policies and required agreements for those facilities.

VII. GENERAL PROVISIONS

A. Independent Contractor: The services, activities and operations to be performed by LESSEE are those of an independent contractor and not as an employee of COUNTY. LESSEE and its agents or volunteers will be treated as an independent contractor for federal tax filing purposes. Neither LESSEE nor its agents or volunteers are eligible for Laramie County Employee benefits. LESSEE assumes responsibility for its personnel who provide services in relation to or 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. LESSEE is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, work or activities furnished, conducted or provided pursuant to this Agreement shall not in any way relieve LESSEE of responsibility for its compliance with the terms of this Agreement. COUNTY approval or acceptance of, or payment for, any of the reports, work or activities 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 Lease Agreement; (b) by either party, with ninety (90) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties. If LESSEE should default under or violate the terms of this Agreement, COUNTY shall have the right, among others, to terminate this Agreement and to repossess the Leased Premises and cause LESSEE to vacate the leased premises in the manner provided by law. If this should occur, LESSEE will pay COUNTY the expenses incurred in obtaining possession of the leased premises and all other damages sustained by COUNTY as a result of having taken such action. Notwithstanding the foregoing, LESSEE shall be allowed a reasonable opportunity to remove its personal property, including but not limited to, horse jumping obstacles, from the Leased Premises.

D. Entire Agreement: This Lease Agreement, consisting of fourteen (14) pages, and the Attachments listed below, represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

Attachment A: Map describing a portion of the Archer property

Attachment B: Minimum Insurance requirements

Attachment C: Model Request to Participate and Release

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 Lease 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 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 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 LESSEE and to COUNTY in executing this Agreement. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

I. Contingencies: LESSEE 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. 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, disability, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with a disability, pursuant to law as set forth in the Americans With Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, as amended, and/or any properly promulgated rules and regulations relating thereto.

L. Governmental/Sovereign Immunity: 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. 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. Indemnification: To the fullest extent permitted by law, LESSEE agrees to fully defend, 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, including attorneys' fees and expenses, arising from or in connection with this Agreement or arising from LESSEE's or its agents, volunteers and/or invitee's use of the Leased Premises. Further, LESSEE 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 any hazardous substances present on the property as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9675 and 40 C.F.R. Part 302, as amended. LESSEE shall carry liability insurance sufficient to cover its obligations under this provision, as set forth more fully in Paragraph IV R above.

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 Lease Agreement, and shall inure solely to the benefit of the parties to this Agreement.

O. Conflict of Interest: COUNTY and LESSEE affirm, to their knowledge, no LESSEE employee, volunteer or agent has any personal beneficial interest whatsoever in the Agreement described herein. No member of LESSEE, 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 Obligations: COUNTY's obligations under this Agreement are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify LESSEE 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 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 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. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this Agreement.

T. Compliance with Laws: LESSEE shall comply with all applicable laws, regulations and ordinances, whether federal, state or local.

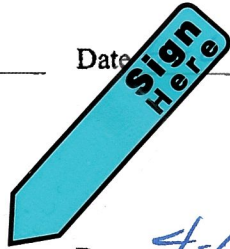
U. Ambiguity and/or Conflict: In the event any of the attachments hereto are ambiguous or in conflict with this Agreement, the Agreement itself shall control.

**LEASE AGREEMENT BETWEEN LARAMIE COUNTY
and
THE EVENT AT ARCHER
Signature Page**

LARAMIE COUNTY, WYOMING

By: [Signature]
Chairman, Laramie County Commissioners

Date: 4-6-2022



ATTEST:

By: [Signature]
Debra Lee, Laramie County Clerk

Date: 4-6-2022

THE EVENT AT ARCHER

By: [Signature]
Title: Allison Murphy - President Event at Archer

Date: 4/6/2022

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature]
Laramie County Attorney's Office

Date: 4/6/2022

ATTACHMENT A
MAP



THUNDER RD

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PKS

Attachment B
Insurance Requirements for Lessees

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 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 **\$3,000,000** per occurrence. 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 a minimum of \$4,000,000. The limits may be reached by association of primary and excess policies.

2. **Workers' Compensation** insurance as required by the State of Wyoming with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. (for lessees with employees)

3. **Property insurance** against all risks of loss to any tenant improvements or betterments, at full replacement cost with no coinsurance penalty provision.

If the Lessee maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Entity, its officers, officials, employees and volunteers are to be covered as additional insured's on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Lessee 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 Lessee's insurance (at least as broad as ISO Form CG 20 10).

Primary Coverage

For any claims related to this contract, the Lessee's insurance coverage shall be primary insurance as respects the Entity, 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 Lessee's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice of Entity.

Waiver of Subrogation

Lessee hereby grants to Entity a waiver of any right to subrogation which any insurer of said Lessee may acquire against the Entity by virtue of the payment of any loss under such insurance. Lessee 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.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Entity. At the option of the Entity, either: the Lessee shall obtain coverage to reduce or eliminate such deductibles or self-insured retentions as respects the Entity, its officers, officials, employees, and volunteers; or the Lessee shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Verification of Coverage

Lessee shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required above. All certificates and endorsements are to be received and approved the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Lessee's obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

ATTACHMENT C
REQUEST TO PARTICIPATE AND RELEASE

I hereby request permission to participate in recreational activities including horse trials and other equine activities (activity). I understand that participation in recreational activities including horse trials and other equine activities (activity) is an inherently dangerous activity. Risks include, but are not limited to, property damage or destruction, serious physical injury and/or death.

In exchange for the opportunity to participate in recreational activities including horse trials and other equine activities (activity), I do hereby, for myself, my heirs, personal representatives and assigns release and discharge The Event at Archer, its employees owners and agents, and Laramie County, its elected and appointed officials, their employees, volunteers, and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events. Laramie County does not waive its Governmental/ Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., and fully retains all immunities and defenses provided by law for any action, whether in tort, contract or any other theory of law.

By my signature below, I certify and warrant that I have read and fully understand the foregoing statements and **Release** and that I have read and agree to abide by any and all **rules and instructions from _____ (Vendor) governing participation in recreational activities including horse trials and other equine activities.**

I am signing this REQUEST TO PARTICIPATE AND RELEASE, voluntarily and without coercion and in consideration of the permission to participate and/or any other consideration provided to me in connection with the activities and or events described herein. I further certify that I am 18 years of age or older. If I am a minor, my parent or guardian, by signature below, fully participates in and acknowledges the contents and effect of this waiver and release on my behalf.

Participant Date

Parent/Guardian of Participant Date