

**ADDENDUM TO PERFORMANCE AGREEMENT
FOR LARAMIE COUNTY FAIR 2025
Between
LARAMIE COUNTY and KCG ENTERTAINMENT, LLC.**

THIS ADDENDUM is made and entered into by and between Laramie County 309 W. 20th Street, Cheyenne, WY 82001, (COUNTY) and KCG Entertainment LLC., 3506 Concord Rd., Amarillo, TX 79109, (CONTRACTOR) (COUNTY and CONTRACTOR collectively known as "Parties" herein). The Parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Performance Agreement ("Agreement") for the Laramie County Fair 2025, attached and incorporated herein as 'Attachment A'. The Agreement is for CONTRACTOR to perform magic shows and run a mobile escape room for the Laramie County Fair, August 2-8, 2025. For purposes of clarity Contractor is referred to as "KCG Entertainment" and County is referred to as "Laramie County Fair" in the Agreement.

II. TERM

This Addendum 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 and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF CONTRACTOR

CONTRACTOR shall provide and complete the services as fully described in "Attachment A."

IV. RESPONSIBILITIES OF COUNTY

A. COUNTY shall pay CONTRACTOR a total of fourteen thousand seven hundred (\$14,700.00). for the services described in Attachment A. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

B.. COUNTY shall provide obligations in Attachment as modified herein in this Addendum.

V. MODIFICATIONS

A. Page 3 of Attachment A, under "Force Majeure" is hereby removed as those terms are pursuant to this Addendum, under Section VI. "Additional Provisions", Paragraph "Q", below.

B. Page 4 of Attachment A, under "Funding", as it relates to hotel accommodation between August 1 and August 9, is hereby modified as the Parties agree that COUNTY shall provide hotel accommodations depending on availability as they have reserved a limited block of rooms for vendors, performers and announcers at the Fair and said reservations may be expanded or retracted as COUNTY deems appropriate or necessary. Accommodations on pricing may be negotiated by the Parties in the event there is a limitation on hotel space.

C. Page 4 of the Attachment A, dictating final payment being made prior to the final performance is hereby removed, as payment limitations for Laramie County are pursuant to this Addendum, under Section VI. "Additional Provisions", Paragraph "R", below.

VI. ADDITIONAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of 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. Preference-Wyoming Labor: Should the subject of this Addendum or Agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below CONTRACTOR 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.

C. Entire Agreement: The Addendum (7 pages) and Agreement (Attachment A) (4 pages) represent 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.

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

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

F. Termination: This Addendum and Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of this agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

G. Invalidity: If any provision of this Addendum and 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 and Addendum are fully severable.

H. Applicable Law and Venue: The parties mutually understand and agree this Addendum and 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 Addendum and 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 COUNTY's governmental immunity as provided in this Addendum and Agreement.

I. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of this Addendum and Agreement because of race, color, gender, creed, handicapping condition, or national origin.

J. 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.

K. 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 Addendum and 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 Addendum and Agreement.

L. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Addendum and Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Addendum and Agreement shall operate only between the parties to the Addendum and Agreement, and shall inure solely to the benefit of the parties to this Addendum and Agreement.

M. 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. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

N. Danger and risk of loss: CONTRACTOR understands and acknowledges the potentially dangerous nature of a magic show performance and escape room are to its 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'S disclaimer of, and agreement that, no "bailment" is created by the provision of vehicles or property pursuant to this agreement.

O. Insurance: CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this Addendum and 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.

1. 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 \$5,000,000 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.
2. 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.
3. 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.

4. 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.

P. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Addendum and Agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from this Addendum and Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Addendum and Agreement.

Q. Force Majeure: Neither party shall be liable to perform under this Addendum and 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 on 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 COUNTY at the end of the period for which funds are available. 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 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 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 Addendum and Agreement in order to acquire similar services from another party.

S. Notices: All notices required and permitted under this Addendum and 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. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement ('Attachment A'), the provisions and conditions set forth in this Addendum shall control.

U. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

V. Insurance and Warranty: CONTRACTOR, by signing below asserts they have general business insurance and liability insurance and will provide a certificate of insurance (COI) upon request and any warranties for parts used during this agreement will be assigned to COUNTY wherever possible.

W. Assertion of Agency, Personal Guarantee: By signing below, for CONTRACTOR, the individual (hereinafter "signor") asserts they have authority to bind CONTRACTOR to this Addendum and Agreement and that the asserted entity is not defunct or dissolved. If the Company for CONTRACTOR is a "dba" or trade name, and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by the CONTRACTOR to the COUNTY under this Addendum and Agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this Addendum and Agreement.

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ADDENDUM TO PERFORMANCE AGREEMENT
FOR LARAMIE COUNTY FAIR 2025
Between
LARAMIE COUNTY and KCG ENTERTAINMENT, LLC.

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

KCG Entertainment, LLC:
By:  Date 2/01/2025
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  Date 2/21/25
Laramie County Attorney's Office



KCG
Entertainment LLC

Performance Agreement

Laramie County Fair 2025

November 20, 2024

Overview:

The Laramie County Fair has requested entertainment services for Seven (7) days (August 2, 2025—August 8, 2025) in Cheyenne, WY. This agreement is provided by KCG Entertainment, LLC, Kyle Groves, 3506 Concord Rd Amarillo, TX 79109

Provider:

KCG Entertainment, LLC is a Limited Liability Corporation located at 3506 Concord Rd, Amarillo, TX 79109. KCG Entertainment specializes in fun and amazing magical productions that inspire good times and great experiences. The programs are perfect for fairs, festivals, exhibitions, and organizations, large and small.

Scope of Work:

KCG Entertainment, LLC will provide the following:

Disgo Wild West Magic Show

This innovative, interactive ground act was conceived, developed and is delivered by Professional Magician, Kyle Groves aka Disgo. Each program is 30 minutes in length and includes magic, comedy, music, audience participation and a large dose of family fun.

Three (3) performances each day for Seven (7) days as referenced above (total of 21 performance). These programs will be staged at a suitable shaded location and performed at the time mutually agreed upon by the Laramie County Fair and KCG Entertainment.

Mystery Mania Mobile Escape Room

Event Overview and Objective

- **Objective:** To provide an immersive and interactive escape room experience that draws fairgoers into a world of mystery and problem-solving, generating excitement, and creating memorable moments for all ages.
- **Operating Hours:** Open from 11 a.m. to 6 p.m. daily.
- **Location:** Laramie County Fairgrounds (specific site location to be designated by fair organizers).

All personnel, equipment including sound equipment and costuming associated with the actual shows will be provided by KCG Entertainment, LLC.

The Laramie County Fair will provide the following:

Disgo Wild West Magic Show:

A shaded, minimum 40'-wide X 30' deep performance area for the performances of The Disgo Wild West Magic Show if performed outdoors.

Access to power (110V) within 50'

Adequate seating in the form of hay bales, chairs or bleachers

Easy access to the performance area for the unloading and loading of props each day of the event.

Parking permits and a parking location for one (1) vehicle inside of fairgrounds.

Bottled water available at the performance location daily

Mystery Mania Mobile Escape Room:

Escape Room Setup

- **Tent and Equipment Setup:**
- Space to Erect a 10x10 pop-up tent for the escape room experience.
- **Power Requirements:**
- Coordinate with fair organizers to secure access to 100 volt power sources by 9:30 a.m. each day.
- Power is essential for lighting, sound effects, and any electronic puzzles.
- Provide Bottled Water throughout the duration of the fair.

Person of Contact

KCG Entertainment, LLC will be provided with the name and phone number of a person of contact throughout the engagement in case of emergency, questions or needs. KCG Entertainment will contact the venue prior to arrival to coordinate, load in and set up.

Merchandise

KCG Entertainment, LLC reserves the right to sell merchandise after performances.
KCG Entertainment, LLC will be responsible for all state and federal taxes as required by law.

Advertising

Any and all advertising done by The Laramie County Fair in the form of print, media or social media will include The Disgo Wild West Magic Show. KCG Entertainment will provide to The Laramie County Fair a poster that can be used for print, media and social media as well as promotional photos that may be used for advertising. In the event social media is used Disgo's Wild West Magic Show or KCG Entertainment will be tagged on Facebook or a link to DisgoMagic.com will be provided.

Force Majeure

If, by reason of any caused beyond the reasonable control of either party hereto, including, but not limited to, strikes, failure of major subcontractors, fire, hurricane, flood or other acts of natural or acts of God, accidents, war, acts of terrorism, civil unrest, embargo or other governmental act, regulation or request, pandemic, or other legal restrictions, such party is delayed in its performance, in whole or part, of its obligations under this agreement (other than monetary obligations), then such party shall be excused from such performance and such nonperformance will not make the party liable to the other party. The party delayed shall, as promptly as possible, notify the other party of the reasons for delay and its estimated duration.

Insurance

During the term of this agreement KCG Entertainment, LLC will provide insurance coverage and limits as listed below:

<u>Insurance Type</u>	<u>Coverage</u>
Commercial General Liability (Written on an occurrence-based form)	\$1,000,000 per occurrence or more (bodily injury or property damage)
General Aggregate limit per policy	\$5,000,000
Workers Compensation	N/A

Venue will not be listed as additionally insured unless specifically asked not to.

Funding

Total Daily Amount Due for Three (3) Performances Per Day Disgo Wild West Magic Show	\$1500.00 / Day
Mystery Mania Mobile Escape Room	\$1000.00 / Day
Discount For Booking Both Attractions	-400.00 / Day
Total per Day for Both Attractions	\$2100.00 / Day
One hotel room. Checking in August 1, 2024 and Checking out August 9, 2025	Provided By Fair
Seven (7) Day, Twenty-one (21) Performance and Mobile Escape Room	14,700.00

***The total amount in full is due in \$US Dollars following the final performance.
Payment will be made to Kyle Groves, 3506 Concord Rd, Amarillo, TX 79109 per
attached W-9. Payment to be made prior to final performance.***

Payment may be made with credit card upon request.

We look forward to working with The Laramie County Fair. Thank you for once again considering the services of KCG Entertainment.

Please direct any questions to Kyle Groves, KCG Entertainment at (719) 289-0315 or (806) 414-0282 or email us at KyleGrovesEntertainment@gmail.com.

Kyle Groves

KCG Entertainment, LLC

Laramie County Fair

11/20/2024

Date

Date