

ADDENDUM TO ROBERT SMITH PRESENTS, LLC. AGREEMENT

Laramie County/Robert Smith Presents, LLC.

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Robert Smith Presents, LLC, P. O. Box 65122, Albuquerque, NM 87193-5122 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the proposal to assist Laramie County with providing *Play with Giants Game & Activity Center* at the Laramie County Fair, attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and Agreement and shall remain in full force pursuant to the terms of the Agreement and this Addendum.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. COUNTY shall pay CONTRACTOR \$8,750.00. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. 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).

IV. ADDITIONAL PROVISIONS

1. 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.

2. Preference-Wyoming Labor: Should the subject of this agreement constitute the construction, reconstruction, improvement, enlargement, alteration, or repair, of any public works project or improvement, by signature below 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.

3. Entire Agreement: The Agreement (3 pages) and Addendum (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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

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

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

7. Invalidity: If any provision of this Agreement and Addendum 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.

8. Applicable Law and Venue: The parties mutually understand and agree this Agreement and Addendum shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this Agreement and Addendum or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement and Addendum.

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

10. 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.

11. 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 and Addendum. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement and Addendum.

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

13. 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.

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

15. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

16. 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 Agreement in order to acquire similar services from another party.

17. 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.

18. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum shall control.

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

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Chairman, Laramie County Commissioners


Date _____

ATTEST:

By: _____
Laramie County Clerk

Date _____

ROBERT SMITH PRESENTS, LLC

By:  _____
Authorized Signature

Date 1/21/23

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____
Laramie County Attorney's Office

Date 1/23/23

THIS AGREEMENT is made and entered into by and between **ROBERT SMITH PRESENTS, LLC.**
("ARTIST"), and the LARAMIE COUNTY FAIR, CHEYENNE, WY ("CLIENT").

1. Scope of Work:

A. ***Event & Dates:** August 5-11, 2023 (Arrival approx Aug 3, Departure Aug 12)

B. **ARTIST Shall Provide (*herein Attraction*):**

Play with Giants Game & Activity Center

Approx. 40x60 (dimensions may vary slightly based on Client's available space)
Staffed Exhibit.

Hours: Daily 10am-8pm

C. **CLIENT Shall Provide:**

Indoor space appropriate for the attraction.
Parking passes and daily admission for Attraction staff.
Dedicated access to 2 standard 110-volt outlets.
Half-wall pipe & drape to surround perimeter of exhibit.
20 folding chairs.

D. **ACCOMMODATIONS:**

Client shall provide at their own expense an RV space including water & electric (30amp or 50amp, within 50' of the space) as well as sewer pump out as needed with one scheduled for the final day of the fair. Trailer has driver side slide out and is 29'L and approx 12'W when slide is open.

2. Compensation:

A. The agreed payment amount of this agreement shall be: **\$8,750.00 USD.**

B. Client shall pay the Artist in full upon completion of performances pursuant to the Scope of Work. The Artist shall be directly responsible for any applicable taxes. Payment shall be issued on the last contract day of the performance and made payable to:
ROBERT SMITH PRESENTS, LLC.

3. Term:

A. This agreement shall not become binding until signed by both parties and shall terminate at 12:01am on the day following the last day of the event listed in section 1A.

CLIENT: (PRINT NAME): _____

CLIENT: (SIGN HERE): _____

DATE: _____

ARTIST: _____

DATE: _____

Robert Smith for Robert Smith Presents, LLC.

*****CONTRACT MUST BE RETURNED WITHIN 30 DAYS OF ISSUANCE*****

4. Termination:

Client may terminate this agreement within thirty (30) days of signing this agreement and be fully relieved of any obligation under this agreement. In the event of cancellation beyond thirty (30) days of the signing of the agreement, the Client shall be responsible for a cancellation fee equal to 20% of the compensation listed in 2A. Should the cancellation occur within sixty (60) days of the date of the event listed in 1A, the Client shall be responsible for a cancellation fee equal to 100% of the compensation listed in 2A.

5. Force Majeure:

Neither party shall be held liable or responsible to the other party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement when such failure or delay is caused by or results from unforeseeable causes beyond the reasonable control of the affected party, including but not limited to fire, floods, embargoes, war, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or acts of God; provided, however, that the party so affected shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either party shall provide the other party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure.

6. Pandemic, Endemic & Covid Related Cancellation:

Both Client and Artist acknowledge that the current Covid-19 pandemic was declared by the World Health Organization on March 11, 2020. As such, the Covid-19 shall no longer be considered an unforeseeable cause where Force Majeure is concerned. Should the Client cancel the event due to Covid-19, the following cancellation policy shall apply: Cancellation prior to 90 days before the event shall relieve the Client of all obligation under this agreement; Cancellation within 90 days of the event shall result in the Client paying 10% of the compensation listed in 2A; Cancellation occurring upon or after arrival of the Artist at the Client's venue shall result in the Client paying 20% of the compensation listed in 2A. However, if the Client is forced to cancel the event by order of local, state or federal health officials, they shall be relieved of any obligation under this section.

7. Photography & Publicity Rights:

Artist acknowledges that marketing of the Client's event and/or venue requires the use of photography and video. Artist hereby grants the Client the license to take, use and publish images and video of the Artist for the sole purpose of promoting the Client's event. No license or permission is granted for any other use.

8. Status of Artist:

Artist is an independent contracting party and nothing in this Agreement shall be deemed to create a partnership or joint venture with the Client.

9. Insurance:

Artist is responsible for providing their own general liability insurance. A copy of the certificate or an additional insured certificate will be provided to the Client upon request. If specific language for the additional insured certificate is required, Client shall provide such language so that the Artist may order the certificate.

Client Initials: _____

10. Delay or Cancellation of Certain Show Times:

In the event of delay or cancellation of certain show times, appearances or availability of an attraction due to rain, wind or other inclement weather, the Artist may, at their discretion, attempt to make up the show time on the same day of the delay or cancellation. If for whatever reason the show can not be made up this will not relieve the Client of their obligations under this agreement.

11. Amendment:

This Agreement shall not be altered, changed or amended except in writing and executed by both parties to this Agreement.

12. Signature Binding:

The signing parties hereby warrant and assert that they have the authority to bind the Client and Artist to the term and conditions of this Agreement.

13. Contact Information:

CLIENT:

Nicholle Watkins
Laramie County Fair
NWatkins@laramiecounty.com
(307) 633-4670

ARTIST:

Robert Smith
robert@robertsmithpresents.com
Office: (505) 750-8190
Cell: (505) 385-0453

Robert Smith Presents, LLC.
PO Box 65122
Albuquerque, NM 87193-5122
USA

ARTIST EMERGENCY CONTACTS:

Sara Smith, Spouse
Cell: 505-417-8519
Albuquerque, NM

Walter Smith, Father
Home: 505-898-6943
Albuquerque, NM

Mike Gulino, Father-in-Law
Cell: 228-424-7570
Biloxi, MS

Client Initials: _____