

**EVENT AGREEMENT BETWEEN
CHEYENNE FRONTIER DAYS, INC., and
LARAMIE COUNTY, WYOMING
For 2023 Congressional Tour**

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. 1230 W 8th Avenue, Cheyenne, Wyoming 82001 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is for the COUNTY to contract with CONTRACTOR for a reception event at Cheyenne Frontier Days' Event Space in August 2023.

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 completely performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR for services upon receipt of the CONTRACTOR's invoice to the COUNTY. The total amount paid to the CONTRACTOR shall not exceed \$7,535.00. 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. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall services and an event location in accordance with CONTRACTOR's proposal No. 749, attached hereto as Attachment A.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. MODIFICATIONS TO PROPOSAL

A. Provision entitled "Insurance" is stricken and has no force and effect. Insurance requirements shall be addressed in Section N under General Provisions below.

B. Provision entitled "Indemnification/Hold Harmless" is stricken and has no force and effect. Indemnification requirements shall be addressed in Section N under General Provisions below.

C. Provision entitled "Attorney Fees" is stricken and has no force and effect.

V. GENERAL PROVISIONS

A. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of 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 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. Acceptance Not Waiver: COUNTY approval of the reports, and work or materials furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the technical accuracy of the work. COUNTY approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

D. 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.

E. Entire Agreement: This Agreement (5 pages), CONTRACTOR's proposal, known as Attachment A (6 pages) and WARM Insurance Letter (1 page), represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

F. **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.

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

H. **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.

I. **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 CONTRACTOR 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.

J. **Contingencies:** CONTRACTOR certifies and warrants no gratuities, kickbacks or contingency fees were paid in connection with this Agreement, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this Agreement.

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

L. **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.

M. **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, except to the extent that the parties agree to a waiver of their governmental immunity in the event of an action by either party to enforce any rights it may have or obligations contained in this Agreement. With the foregoing exception, the parties fully retain 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.

N. **Indemnification:** Each party to this agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this

Agreement and provide COUNTY with proof of such insurance. COUNTY carries liability insurance in accordance with the Wyoming Governmental Claims Act. A copy of a letter verifying coverage is attached to this contract.

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

P. 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.

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

R. Limitation 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.

S. Notices: All notices required and permitted under this Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

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

U. Controlling Authority: To this extent this agreement is inconsistent with Attachment A or any referenced documents, this agreement controls.

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CHEYENNE FRONTIER DAYS, INC., and
LARAMIE COUNTY, WYOMING
For 2023 Congressional Tour**

Signature Page

LARAMIE COUNTY, WYOMING

DocuSigned by:

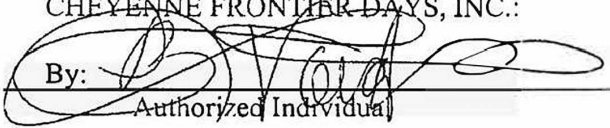
By: _____ Date 8/2/2023 | 3:59 PM PDT
BC774732BFC84F9
Laramie County Commissioner

ATTEST:

DocuSigned by:

By: _____ Date 8/2/2023 | 5:54 PM MDT
E11A7000894D4A8...
Laramie County Clerk

CHEYENNE FRONTIER DAYS, INC.:


By: _____ Date 8/2/23
Authorized Individual

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 8.2.23
Laramie County Attorney's Office



Cheyenne Frontier Days, Inc.

1230 W. 8th Ave, Cheyenne, WY 82001 ~ PO Box 2477, Cheyenne, WY 82003

Proposal No.749

Cheyenne Frontier Days Event Center and Gunnar Malm Reception 8.7.23

CLIENT	PROPOSAL TOTAL	PROPOSAL DATE
Gunnar Malm 310 W 19th Cheyenne WY 82001	\$7,535.00	07/02/2023

INTRODUCTION/TERMS

Thank you for considering the Cheyenne Frontier Days Event Center for your event!

Rental of the Event Center includes the following:

- On-site staff person for the duration of your event
- Tables, Chairs, and Highboy Tables
- Catering/Warming Kitchen
- Stage
- Dance Floor
- Projector & Screen
- Televisions
- Sound System
- Wi-Fi
- Coat Room
- Bar Tending Services
- Room Set-Up and Clean-Up

Renters are responsible for:

- Catering
 - Caterers are responsible for removing all items they brought to the facility, including emptying their own garbage from the kitchen area
- Linens
- Table Settings
- Decorations
- Parking
- Event security (if needed)
- Comply with all terms, conditions, and requirements of the Laramie County Recovery Plan
- Liability Insurance

We do not allow the following:





- Open flames, with the exception of Sterno chafing dish fuel
- Confetti
- Loose Glitter

- Helium balloons
- Balloons with glitter or confetti inside of them
- Rice, birdseed, or sand
- Pinning or nailing items to walls
- Hanging items from the ceiling
- Outside alcohol
- Alcohol to leave the building, this includes into the parking lot and front steps of the building

All decorations must be pre-approved by Cheyenne Frontier Days.

Please let us know if you have any questions.

Line Items

	DATE	ITEM	QTY/HR	UNIT COST	MARK/DISC	TOTAL
	--	Event Center Damage Deposit (Refundable) Please make your damage deposit payment in a separate form of payment from the rental fees. Following the event, if no damages have occurred, your check will be voided and returned back to you via postal mail.	--	\$1,000.00	--	\$0.00
	08/08/2023	All-Around & Chairman's w/ Kitchen Cleaning Fee	1.00	\$190.00	--	\$190.00
	08/08/2023	Bar Service Fee - One Bartender If serving alcohol, you will be required to purchase it and bartending services from Cheyenne Frontier Days. <ul style="list-style-type: none"> • No outside alcohol allowed. • Liquor costs are not included in the rental fees. • Bar Set Up Fee: \$100.00 for one bartender, \$175.00 for two bartenders • Hosted Bar: 20% Gratuity added to final billing 	1.00	\$100.00	--	\$100.00
	08/08/2023	Entire First Floor Event Center Space Full Day Rental Fee	1.00	\$2,000.00	--	\$2,000.00
	--	Day of Event Management Minimum required for all events that include food and have more than 100 guests. Includes: Event schematic, layout two weeks prior to the event, detailed timeline of event activities based on your requests, assistance in managing day of event details on site, up to two event staff to tend during the event for clean up of guest spaces (30 min prior to event start and 1 hour after event ending.) Includes basic linens and decor.	1.00	\$950.00	--	\$950.00
	--	catering	1.00	\$4,295.00	--	\$4,295.00

Flank Steak Bruschetta with Cowboy Caviar and Cilantro

"Milkean Supper"-Corn, Potatoes, Sausage, Shrimp served in chafing dish

Chili shooter with cinnamon roll bite

Rocky Mountain oysters with Lemon and cocktail sauce

Tex Mex Queso dip with Tortilla Chips

Assorted Fresh Fruit Platter

BBQ Ribs

Apple Crisp

Iced Tea and Flavored Water Stations

**** once agreed, catering deposit and payment will be made directly to the cater by the client.

PROPOSAL TOTAL

Cost \$7,535.00

Mrkp/Disc \$0.00

Total \$7,535.00

CLIENT MESSAGE

This AGREEMENT is made and entered into between Cheyenne Frontier Days, Inc. (CFD) hereinafter referred to as the COMPANY, and the Client listed above, hereinafter referred to as the CONTRACTOR

Rent. In consideration of the use of the facilities and in addition to all other amounts due under this contract, CONTRACTOR shall pay twenty-five percent (25%) of the rent amount within two (2) weeks of signing this proposal. The remaining seventy-five percent (75%) of the rental amount is due thirty (30) days prior to the date of the event.

Damage Deposit. Damage deposit must be received by COMPANY no later than thirty (30) days prior to the event. If no damage is done upon CONTRACTOR'S vacation of the facilities, this deposit is refundable upon approval of CFD Grounds Superintendent. COMPANY reserves the right to retain 100% of the damage deposit, at the sole discretion of CFD Management and CFD Grounds Superintendent, to pay the costs of repairing or replacing any items or facilities damaged by CONTRACTOR. If the damage deposit required under this paragraph is insufficient to cover the cost of repair or replacement, CONTRACTOR agrees to pay the full cost of such repair or replacement, including any amount above the deposit required in this paragraph. At no time shall CONTRACTOR attempt to repair any item or facility damaged without the consent of the COMPANY. Rather, CONTRACTOR agrees to immediately notify the CFD Grounds Superintendent of the damage as soon as the damage is discovered.

Insurance. At least ten (10) days prior to the first rental day under this agreement, CONTRACTOR shall provide to the COMPANY a certificate of insurance verifying that the CONTRACTOR has obtained liability insurance insuring against personal injury, property damage and other damages to all persons, including spectators and participants, covering all facilities and locations provided under this agreement and valid for the rental dates plus any days when the CONTRACTOR is present for

set-up or tear-down. This insurance shall be in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, and CHEYENNE FRONTIER DAYS, INC. and the CITY OF CHEYENNE shall be named as additional insureds.

If CONTRACTOR is unable to obtain coverage through their own insurance, it can be purchase from CFD's insurance company, USI Insurance, for a fee of \$105.00. Please contact Valarie Roybal at USI at valerie.roybal@usi.com or 307-637-2539 to purchase coverage.

Alterations to Facilities. The CONTRACTOR shall not make any alterations, modifications, improvements, or additions to the facilities. Unless otherwise agreed in writing, the CONTRACTOR will be responsible for all costs incurred for alterations authorized by the COMPANY. Both the method of completion and estimated cost shall be determined and set forth in writing by both parties prior to the commencement of any alterations and shall become a part of this agreement. The CONTRACTOR acknowledges that any improvement or addition approved by the COMPANY becomes the property of Cheyenne Frontier Days and should not be removed from the premises. The parties acknowledge that no alterations, modifications, improvements, or additions to the facilities of a permanent or substantial nature are contemplated for the event.

Conditions of Facilities. THE CONTRACTOR ACKNOWLEDGES THAT IT HAS INSPECTED THE FACILITIES TO BE RENTED PURSUANT TO THIS AGREEMENT AND THAT THEY ARE RENTED TO THE CONTRACTOR "AS IS." THERE IS NO WARRANTY OR REPRESENTATION BY THE COMPANY, EITHER EXPRESSED OR IMPLIED, THAT THE FACILITIES ARE FIT FOR THE CONTRACTOR'S PARTICULAR PURPOSE OR THAT THE FACILITIES ARE WITHOUT DEFECT OR OTHER CONDITION WHICH MAY MAKE THEM UNSAFE FOR THE CONTRACTOR'S PARTICULAR PURPOSE. CONTRACTOR ASSUMES THE RESPONSIBILITY OF INSPECTING THE FACILITIES TO ASSURE THAT THEY ARE APPROPRIATE AND SAFE FOR THE ACTIVITIES FOR WHICH CONTRACTOR IS RENTING THE FACILITIES.

Concessions. The CONTRACTOR agrees that it may sell food during the event and the COMPANY grants to the CONTRACTOR permission to sell during the event without compensation to the COMPANY.

Permits and Compliance with Law. The CONTRACTOR will obtain and pay any required fees for any and all permits required for the use and operation of the facility including, but not limited to, health, beverage, or operation permits as required for the term of rental. CONTRACTOR agrees to obtain and or maintain any licenses or permits required for activities on or in the rented facilities and agrees to obtain and maintain any and all worker's compensation or unemployment benefits required under the law. CONTRACTOR further agrees to comply with all other state and federal laws and regulations applicable to it. CONTRACTOR agrees and acknowledges that, unless otherwise expressly assumed by the COMPANY in this agreement, CONTRACTOR is responsible to perform every act necessary to assure CONTRACTOR'S compliance with state and federal law and regulation and that COMPANY assumes no such obligation to take any act on CONTRACTOR'S behalf.

Attached hereto and incorporated by this reference is the current Laramie County Recovery Plan. It shall be Contractor's sole obligation, responsibility, and duty, to fully comply with all terms, conditions, and requirements of the Laramie County Recovery Plan, in connection with the Contractor's rental of facilities. Company shall have no obligation or duty related to Contractor's compliance with all terms, conditions, and requirements of the Laramie County Recovery Plan.

Admission Fee and Parking. The CONTRACTOR acknowledges that admission may be charged for the event. Likewise, the COMPANY and CONTRACTOR may charge a fee for parking at the rented facilities during this event. The CONTRACTOR agrees to supervise all parking in designated areas in accordance with the established parking layout provided by the COMPANY and that no parking fees will be collected for public or exhibitor parking.

Security Precaution. If required, the CONTRACTOR agrees to provide, at its own expense, all security personnel and equipment and to take all other precautions reasonably necessary to assure the security of all rented facilities. This would include security personnel inside the event center hall and outside the event center. The CONTRACTOR will be responsible for maintaining control of all personnel and visitors within the rented facilities to ensure a secure environment and to ensure that the whereabouts of all visitors are known.

First Aid. If required, the CONTRACTOR shall employ at its own expense a sufficient number of personnel in order to provide adequate medical attention for those attending the event.

Release and Acceptance of Risk. The CONTRACTOR understands and agrees that a risk of injury and property damage are inherent to the activities for which CONTRACTOR is renting the facilities provided in this agreement. This contract is made with full contemplation of such risk and CONTRACTOR, therefore, agrees to hold the COMPANY harmless and release the COMPANY from any and all liability arising in any way from CONTRACTOR'S performance under this agreement, presence in the rented facilities and/or activities in or at the rented facilities.

Indemnification / Hold Harmless. Contractor agrees hereby to indemnify and hold harmless the Company, its successors, agents, representatives, board of directors, employees, assigns and affiliates from any and all claims, demands and/or causes of action, of every kind and character, without regard to the causes thereof or the negligence of any party or parties, which may arise in any way out of the performance of Contractor's duties under this Contract or from Contractor's presence at Cheyenne Frontier Days™. Contractor's duty of indemnity shall extend to any claim, demand or cause of action arising from the act or omission of any person or entity acting as Contractor's subcontractor or from any person or entity acting on Contractor's behalf. The indemnification required herein under shall include payment of all reasonable attorney's fees incurred by the Company, whether or not suit is filed.

Severability. The unenforceability or invalidity of a provision of this agreement shall not render any other provision of this agreement unenforceable.

Persons Bound and Amendment of Contract. This contract shall be binding upon the heirs, personal representatives, employees, agents, representatives and assigns of the parties hereto, and the provisions hereof may not be altered except in a writing signed by both parties.

Choice of Law. This contract shall be governed by and construed in accordance with the laws of the State of Wyoming. By executing this contract, CONTRACTOR submits to the jurisdiction of the Wyoming courts and agrees that venue as to any action concerning this contract is proper in Laramie County, Wyoming.

Obligation of Good Faith. The parties shall deal with each other and carry out their respective obligations imposed by this Contract openly, honestly, and in good faith.

Attorney Fees. Should any party hereto bring suit in court to enforce or interpret any of the terms hereof, the prevailing party shall be entitled to recover from the losing party all of the prevailing party's costs and reasonable attorney fees.

Force Majeure/Cancellation. For purposes of this Section, "force majeure" means an event beyond the control of a Party hereto (that is, for clarity, without the affected Party's fault or negligence), which by its nature could not have been foreseen and unavoidable by such affected Party (that is, for clarity, the consequences of the event must be unpreventable), and includes without limitation, storms, earthquakes, tornados, floods, riots, fires, terrorism, accident, destruction, outbreak of disease, sabotage, interference by civil or military authorities, telecommunications failure, and/or failure of energy sources in the proximity of the venue. Neither Party shall be under any liability for failure to fulfill any obligation under this Agreement, so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered, or delayed as a consequence of circumstances of force majeure, provided always that the affected Party shall have exercised all due diligence to minimize to the greatest extent possible the effect of force majeure on its obligations hereunder. Promptly on becoming aware of force majeure causing a delay in performance or preventing performance of any obligations imposed by this Agreement (and termination of such delay), the Party affected shall give written notice to the other Party giving details of the same, including particulars of the actual and, if applicable, estimated continuing effects of such force majeure on the obligations of the Party whose performance is prevented or delayed. If such notice shall have been duly given, any actual delay resulting from such force majeure shall be deemed not to be a breach of this Agreement. Any informational or recognitional picket line, or permitted protest in the venue's designated protest zone, shall not be deemed a force majeure occurrence.

Relationship Between Parties. The CONTRACTOR is not employed by the COMPANY and the CONTRACTOR is not an agent of the COMPANY and has no power as an agent or by apparent authority to bind the COMPANY.

Breach of Contract and Remedies In the event either party should breach this agreement, the parties shall have each and every remedy available at law or in equity. In addition, the COMPANY shall have the remedy of specific performance. In the event of any litigation to enforce any provision hereof, the parties shall be entitled to recover reasonable attorney's fees as the

Court shall determine are fair and equitable considering the claims and issues involved, the negotiations, and any other relevant factors.

Unauthorized Use of Logos and Trademarks. CONTRACTOR agrees that any unauthorized use of any COMPANY registered logo or trademark for any purpose, without the express written consent of Cheyenne Frontier Days™, Inc., will constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park. CONTRACTOR shall not use or permit the use of the official Cheyenne Frontier Days™ arrowhead or brand logos on any items for sale or display, written or electronic, without the express written consent of Cheyenne Frontier Days™, Inc. Neither shall the CONTRACTOR use or permit the use of the phrases: Daddy of 'em All ®, Cheyenne Frontier Days™, Frontier Days™, CFD, Return to the West, the arrowhead logo, the brand C F reverse D, Cheyenne Rodeo, the stylized use of the word "Cheyenne" in which the letter "C" is a part of the brand within the arrowhead or other similar phrases without the express written consent of Cheyenne Frontier Days™, Inc. Use of such will constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park. Note: Any use of similar slogans (such as "Granddaddy of Them All", Cheyenne Frontier Rodeo, etc.) amounts to a material trademark infringement and consequently would constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park.

Non-Assignment of Contract. This agreement shall not be assigned by CONTRACTOR without the prior written approval and consent of the COMPANY.

SIGNATURES

By: Gunter Mahn

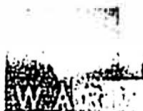
Date Signed

Signer IP Address

By: Brandi Voigtsberger

Date Signed

Signer IP Address



WYOMING ASSOCIATION OF RISK MANAGEMENT

PO Box 427, Cheyenne, WY 82003 Tel 307-433-9400 Fax 307-433-9433

May 19, 2023

Cheyenne Frontier Days
4610 Carey Avenue
Cheyenne WY 82001

Dear Sir/Madam,

As you may realize, Laramie County receives liability coverage through the Wyoming Association of Risk Management ("WARM"). WARM is a self-funded liability pool that provides risk financing and claims administration services to its members. WARM is not an insurance company.

WARM is governed by the Wyoming Governmental Claims Act which limits liability to \$250,000 per claimant and \$500,000 per occurrence for governmental entities. Therefore, these are the general limits provided by WARM to its members.

Additionally, WARM may extend coverage only to its members; we are unable to provide a certificate of insurance that names Cheyenne Frontier Days as an additional insured.

Please contact me with any further questions you may have.

Sincerely,

A handwritten signature in black ink, appearing to read 'Joseph Constantino', written in a cursive style.

Joseph Constantino
Executive Director