

ADDENDUM TO THE COLORADO EVENT PRODUCTIONS CONTRACT

Laramie County/Colorado Event Productions

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Colorado Event Productions, a Division of Sounds of the Rockies Entertainment Group, LLC, PO Box 273008, Fort Collins, CO 80527-3008 (hereinafter, "CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the contract to assist Laramie County with providing two (2) Oculus Set Ups for virtual reality games, hosted by CONTRACTOR 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 a total of \$12,431.00. Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. COUNTY shall pay CONTRACTOR 25% of the full price or \$3,107.75, for booking and reservation described herein, upon CONTRACTOR'S invoice. CONTRACTOR shall invoice as described herein for the remainder upon completion of the service. 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. MODIFICATIONS

A. The following paragraph:

"PLAY IN ANOTHER WORLD/Colorado Event Productions: does not require waivers to participate in our events. If you (Client) would like us to require waivers from the participants at your event, please let us know in advance. We are happy to provide these waivers and may

require a volunteer to assist in having the waivers signed on site. Please read these contract inclusions carefully.”

shall be modified to state:

“PLAY IN ANOTHER WORLD/Colorado Event Productions will require waivers to be signed by each and every participant. No participant shall participate in the virtual reality experience without signing the waiver.

B. The first sentence of paragraph 3: COMPENSATION OF CONTRACTOR, on page 2 of Attachment A shall be modified to state: “All remaining or final balances are due UPON DEPARTURE of the event.”

C. Paragraph 6: SPECIFIC PERFORMANCE shall be struck and shall have no further force or effect to this Agreement.

V. 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 (2 pages) and Addendum (5 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.

*Remainder of this page was intentionally left blank.

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

COLORADO EVENT PRODUCTIONS

By: Sydney M Bloom Date 7-5-23
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 7/10/23
Laramie County Attorney's Office



A Division of
Sounds of the Rockies Entertainment Group, LLC
 Phone: (970) 613-1886
 P.O. Box 273008 - Fort Collins, CO 80527-3008
 Email: Info@CoEventPros.com

EVENT SERVICES CONTRACT: COLORADO EVENT PRODUCTIONS

Invoice ID # 245431 | Salesperson: Emily Golgart | Event Type: Festival / Street Fair | Contract Date: 5/9/23

DAY OF EVENT AFTER HOURS EMERGENCY LINE: (970) 690-7951

CLIENT INFO:		Primary Event Contact: Nicholle Watkins Primary Contact Phone: 307-633-4671 Primary Contact Email: NWatkins@laramiecounty.com	
Name:	Dan Ange	PACKAGE SUMMARY:	
Organization:	Laramie County Events	Oculus Game System with Display TV(2) - \$12,400.00	
Phone:	307-633-4670	*Set Up & Delivery - \$0.00	
Email:	dan.ange@laramiecountywy.gov	**Game Tech(s) Included** - \$0.00	
Address:	3801 Archer Pkwy Cheyenne, 82009	Multiple Day Use - \$0.00	
EVENT INFO:		**Power Provided By Client** - \$0.00	
Event Date:	Saturday, August 5, 2023	* MISC * - \$31.00	
Event Times:	10:00 AM - 7:00 PM	Discount (-): \$0.00	
Event Location:	Laramie County Fair		
Event Address:	3801 Archer Parkway Cheyenne, WY 82009		
Event Name:	Laramie County Fair		
		Payment Terms:	Package Total: \$12,431.00
		25% Deposit/ Final Balance Due on Event Day	Paid: \$0.00
		MAKE PAYMENT TO:	Balance: \$12,431.00
		COLORADO EVENT PRODUCTIONS	

EVENT DETAILS & CONTRACT NOTES:
 2 Oculus Set Ups -
 Multiple Day Event - Pricing Reflected
 Saturday, August 5- Friday, August 11, 2023
 Saturday, August 5, 2023 - 10:00 am - 7:00 pm
 Sunday, August 6, 2023 - 10:00 am - 7:00 pm
 Monday, August 7-Friday, August 11, 2023 - 11:00 am - 7:00 pm

MISC charge is for increased workers comp.

Due to extended event times, maintenance breaks may be required throughout the event. Including charging, cleaning or restarting/resetting, or any troubleshooting of equipment.

Due to TV and Head Set connectivity, no credit will be given if the TV display is not always on dur to short disruptions. This scenario does not take away the VR headset functionality for the patron.

Time block is flexible to change time as needed. Please note added time may result in increased package total.

Standard set-up time included is prior/ consecutive to our event start time. Additional charges may apply for early or restricted set-up requirements. This time will be determined by our office within 7 days of the event date.

PLAY IN ANOTHER WORLD/ Colorado Event Productions: does not require waivers to participate at our events. If you (Client) would like us to require waivers from the participants at your event, please let us know in advance. We are happy to provide these waivers and may require a volunteer to assist in having the waivers signed on site. Please read these contract inclusions carefully.

Assumption of Inherent Risks and Dangers.. b) Client agrees to abide by and enforce any decision by the Contractor in denying participation to individuals that Contractor deems unsuitable to participate in the VR attraction(s). The Contractors Techs/ Operators hold sole discretion onsite at any event to determine the risk, liability or level of participation of any participant based on any type of impairment or inability to participate on the equipment safely. 1. that could put patron's safety at risk in any way 2. harm the equipment 3. that may increase the chance of injury/harm to themselves or others. c) Client agrees that all participants recognize these are high-activity sports that require a certain level of patron interaction. The results of high activity sports are that there are certain inherent risks in participating in these activities. Certain injuries can and may occur in participation of these activities. All participants must understand and acknowledge these risks and requirements and that they are participating at their own risk. The Client hereby asserts that any use of Play In Another World equipment and participation in the activities is voluntary and all participants knowingly assume all inherent risks of such activity d) Client agrees to share information or notify the Contractor upon receipt or knowledge of any participant inquiring or stating injury or claim against the Contractor.

CLIENT, PLEASE PROVIDE POWER AS NEEDED WITHIN 100' OF THE EQUIPMENT. Power is required for the full Set-Up/ Event/ Tear-Down. Please note, if the proper amount of power is no provided, the equipment will be unable to operate. If you feel that power may be an issue, please ask us for more information and pricing for power for your event.

Our staff will be happy to follow any system you put in place (tickets, wristbands, etc.) throughout the event if you are charging your patrons to ride. You would need to have the sales/ cash collected on your end. We are not responsible for any refunds or transactions.

PLEASE READ CAREFULLY. This agreement is entered with all times, services, location, details, and date specified on page 1, by and between the "CLIENT" or organization listed above and COLORADO EVENT PRODUCTIONS (a Division of **Sounds of the Rockies Entertainment Group, LLC**) once digitally signed, hereinafter known as the "Contractor". This agreement cannot be altered or changed unless agreed to in writing by the said parties, Contractor and client.

The contracted fee of \$12,431.00 for services provided are a discounted cash, check or money order price. Credit card payments may be accepted for a small administrative fee of up to 3% that may be applied to each transaction. A security deposit with the payment terms of "25% Deposit/ Final Balance Due on Event Day" as stated in the "payment terms" listed above, is due along with the signed contract no later than fourteen (14) days after the original contract date. Failure to do so may result in loss of the engagement date by the Contractor. Receipt of the deposit will also serve as an agreement/signed contract. **Upon signing this contract, you agree to pay deposit if event is cancelled. If no deposit is required, a 25% cancellation fee will be assessed.** Cancellation of engagement by the client will result in forfeiture of the required deposit amount.

Performance times listed on page 1 may be adjusted up to one week prior to event date. Overtime may not exceed two (2) hours past scheduled event times, must include all services, and must be notified in advance of the possibility and agreed overtime rates. Client understands that COLORADO EVENT PRODUCTIONS is a production company, not a rental company. COLORADO EVENT PRODUCTIONS will provide the client with a professional employee (crew/staff) who will deliver, set up /install all equipment listed on this contract, and will work with the client to make any adjustments needed prior to the event start.

1. SERVICES TO BE PROVIDED BY CONTRACTOR: a) Contractor agrees to provide the items and services, on the dates and times that are stated on page 1 of this agreement. b) Contractor agrees to provide all equipment and staff necessary to carry out the terms of the agreement unless otherwise noted. c) Contractor agrees to provide equipment in working condition. If any servicing or repairs are needed during the event date(s) or time(s) due to faulty equipment, Contractor will repair on-site or credit will be given to the Client if unable to use the equipment during the event(s). d) Contractor agrees to provide services for the amount of time specified in this contract and will determine the amount of time necessary or required for set-up and tear down of the

contracted equipment. The exact set-up and tear down time requirements will be determined within seven (7) days of the event. All equipment will be delivered and operational by the contracted time(s). Additional time, specific set-up requirements or specific/early delivery requirements prior to this contracted time may result in additional costs to the client.

2. **SERVICES TO BE PROVIDED BY CLIENT:** Client agrees to provide a venue for the Event, any and all necessary permits, licenses, and fees to lawfully conduct the event; including all required equipment for the operation of the Event and the necessary accommodations for Contractor (as or unless stated in the contract notes). This may also include, but not limited to: Union dues/fees, Additional Engineering Requirements, State Permits, Power Permits, Parking Permits, Additional or Requested On-Site Inspections or any additional fees required for our operation by venue or client requirements or requests. This may also result in additional fees assessed by the contractor for time and materials to meet these requirements. b) The client will be responsible for any and all fines assessed to the contractor or the client for lack of knowledge, details or direction given to the contractor. c) Client shall provide direct access (unless otherwise stated) to a flat surface area for items stated on page 1 of this agreement. "Direct Access" is the ability to drive and drop the equipment directly into the place required for performance. If direct access is not permitted, arrangements must be made with your COLORADO EVENT PRODUCTIONS representative a minimum of two (2) weeks in advance of the event. Additional charges may apply for time and labor to move the pieces by other methods if direct access is not available. The client will be responsible to protect, mark or clear the surface or area in which the contractor will perform. d) Client is to provide adequate or required time for Contractor arrival, set up, and tear down of the equipment for the event. If required time requested by the contractor within 7 days of the client's event is not permitted, this will result in additional fees to the client for additional staff to fulfill this time restriction if available; or the inability of the Contractor to be set up in a timely manner for the event start time. The client shall not hold the contractor liable for any late start or equipment delay if adequate time is not allowed or addressed in advance.

3. **COMPENSATION OF CONTRACTOR:** **All remaining or final balances are due UPON ARRIVAL the day of your event** (Unless otherwise stated in the payment terms above). Any balances outstanding beyond the event date will be charged a late fee of 10% of the total contracted price per day, maximum of \$50 per day. Late fees will be considered part of the balance and are subject to late fee charges. Any mailed or credit card payments must be made and receive one week prior to the event. A \$40 fee will be assessed on all returned and insufficient checks. Should any collection fees be incurred by Sounds of the Rockies Entertainment Grp, LLC those costs will be charged and the responsibility of the client. Visits or consultations in our office are included at no additional charge. On-site visits or an event-site walk through requested for pre-event details may not be included in this package. A charge of up to \$40/ per hour to include travel may be applied to the final balance (arranged in advance) for on-site visits.

4. **CANCELLATION: It is our company policy that deposits made/due for services are NON-REFUNDABLE.** a) Cancellation of the event by the client for any reason within 24 hours of the contracted start time of your event will require PAYMENT IN FULL at the time/day of the cancellation as stated in Contract payment terms of the original contracted date. This payment may be applied to a new date within six (6) months of the original event date, as available, with a rescheduling fee of up to 25% of the total amount of the contract. b) If the event is cancelled on the scheduled day AFTER the event start time (such as in the case of inclement weather or unsafe conditions), payment in full is required and funds will not be eligible to transfer to a new date. c) If the event is cancelled/rescheduled within forty-five (45) calendar days prior to the event date, we reserve the right to assess a 10% service rescheduling charge based on the total amount of the contract. The deposit may be applied one time to a rescheduled event within six (6) months of the original event date, as available. d) If the event is rescheduled forty-five (45) calendar days prior to your event date, deposits may be applied to a future event if scheduled to take place within six (6) months of original event date, as available. e) Due to busy dates, events cannot be cancelled on our holiday dates. This includes all calendar holidays, August, September, and December event dates. The deposit paid/due will be non-refundable and/or unable to be credited to any future events. f) Rescheduled events are subject to availability and cannot be rescheduled on holidays or our peak/busy season during August, September or December dates. g) Based on the rescheduled date, rates for the new event day may be subject price change(s). h) Rescheduled events must be equal or greater to the original cancelled event details/ services and may not be cancelled for a deposit refund. i) Due to travel logistics, any out-of-state (Colorado excluded) events may not cancel or reschedule within twenty (20) calendar days of the event date and will require payment in full (if unable to move indoors or other arrangements cannot be made).

5. **FORCE MAJEURE:** Neither the Client nor the Contractor shall be liable for any delay in, or failure to perform any covenant or promise contained in this contract agreement, nor shall any delay or failure constitute a default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure" within one week prior to the event date, or on the exact date the event was to be held. As used in this contract agreement, "force majeure" means acts of God, acts of the public enemy, unusually severe weather, fires, floods, epidemics, quarantines, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party. Cancellation of the event caused by force majeure will require the deposit to be paid by the client. This payment may be credited to a rescheduled event within twelve (12) months of the original event date, subject to availability.

6. **SPECIFIC PERFORMANCE:** The Parties acknowledge that the obligations of Contractor and Client under this agreement are incapable of valuation with any reasonable degree of certainty. In the event that either party should fail to fulfill any obligations of this agreement, the other party may bring on action to enforce specific performance of all obligations under this agreement. This agreement shall insure to the benefit of and be binding upon the parties and their representatives and except as specifically provided herein, neither party may make any assignment of this agreement or any interest there in without the prior written consent of the other party. It is understood and agreed that the contractor has the right to assign the agreement to any successor, or any direct or indirect subsidiary of client or Contractor. The Client is responsible for any loss or damage of property provided by the contractor if caused by the Client or a guest of their event. The Amount of responsibility is based off the current replacement price including all taxes and fees for the equipment as of the date of rental. The client may request to be listed as additionally insured on the Contractors insurance policy, a fee of up to \$500 may be applied.

This contract and all associated services are not valid until the contract is digitally signed, submitted and any deposit required is received no later than 14 days of the original contract date.