

**FACILITIES USE AGREEMENT 2022**  
**between**  
**LARAMIE COUNTY, WYOMING / GREATER CHEYENNE FOUNDATION**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and the Greater Cheyenne Foundation, 121 West 15<sup>th</sup> Street, Ste. 204 Cheyenne, Wyoming 82001 ("CHEYENNE FOUNDATION"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Agreement is for reservation and use by the Cheyenne Foundation for use of facilities at the Laramie County Archer Complex for purposes of a livestock exposition on Nov 10 - Dec 2, 2022. This Agreement will further set forth the obligations of both the COUNTY and CHEYENNE FOUNDATION.

**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 provide the facilities for use as a livestock exposition at the Archer Complex on Nov 10 - Dec 2, 2022. Other terms and conditions associated with rental and reservation of facilities at Archer remain in effect, including but not limited to, the requirements for provision and proof of insurance and compliance with applicable rules and regulations in regard to the use of facilities.

**IV. RESPONSIBILITIES OF CHEYENNE FOUNDATION**

- A. CHEYENNE FOUNDATION agrees that the fee for the reservation herein shall be \$33,700.00. Payment will be made upon receipt of the COUNTY's invoice to CHEYENNE FOUNDATION unless otherwise agreed in writing between the parties.
- B. CHEYENNE FOUNDATION agrees and warrants that it will comply with all rules, direction and/or operational requirements of the COUNTY and Events Department. It accepts the Archer facility premises and any improvements existing at the time of the granting of this Agreement and shall upon completion in warrants they shall be surrendered in like condition as when taken, reasonable wear and tear excepted. Further, that it shall consult in advance and during the exposition with the Laramie County Events Department in regard to the nature, times and use of facilities to be employed for the livestock exposition.

In the event that food service and or service of alcoholic beverages are to be associated with the exposition on Archer grounds or facilities, any third party vendors will need to execute the appropriate agreements and possess appropriate licensure and/or certifications as required by Laramie County policy and Events Department rules and practices.

- C. As organizer and promoter of the livestock exposition, CHEYENNE FOUNDATION agrees and warrants that its responsibilities extend to indemnification of COUNTY for claims, actions or damages resulting from acts of invitees and exhibitors and/or independent vendors acting at the direction or invitation of CHEYENNE FOUNDATION during the exposition and who are not under separate contract with COUNTY or the Events Department
- D. CHEYENNE FOUNDATION 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. CHEYENNE FOUNDATION agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CHEYENNE FOUNDATION 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 CHEYENNE FOUNDATION 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. GENERAL PROVISIONS**

A. 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.

B. Entire Agreement: This Agreement (5 pages) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. 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.

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

E. 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.

F. 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 CHEYENNE LIVESTOCK 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.

G. 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.

H. 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.

I. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into this Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement.

J. Indemnification: To the fullest extent permitted by law, CHEYENNE FOUNDATION 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 CHEYENNE FOUNDATION for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CHEYENNE FOUNDATION shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

Insurance requirements:

1. Insurance coverage shall be on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than \$1,000,000 per occurrence. The general aggregate limit shall apply separately and shall be a minimum of \$3,000,000..

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

K. 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.

L. Conflict of Interest: COUNTY and CHEYENNE FOUNDATION affirm, to their knowledge, no CHEYENNE LIVESTOCK employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CHEYENNE FOUNDATION, 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.

M. 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.

N. 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.

O. Compliance with Laws: CHEYENNE FOUNDATION shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

LARAMIE COUNTY, WYOMING

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Laramie County Clerk

GREATER CHEYENNE FOUNDATION:

By: Nate G. [Signature] Date 11-15-22  
Title: Secretary

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 11/15/22  
Laramie County Attorney's Office