

MEMORANDUM OF UNDERSTANDING
Between
LARAMIE COUNTY & UNIVERSITY OF WYOMING
LARAMIE COUNTY 4-H PROGRAM

THIS MEMORANDUM OF UNDERSTANDING (hereinafter "MOU" or "Agreement") is made and entered into by and between Laramie County, 3801 Archer Pkwy., Cheyenne, Wyoming 82009 ("COUNTY") and UW-Laramie County 4-H, 1400 E. College Dr., Pathfinder Building 406D, Cheyenne, Wyoming 82007 ("4-H"). For and in consideration of the promises, covenants, terms and provisions contained in this agreement, the parties mutually agree:

I. PURPOSE

COUNTY agrees to permit 4-H to use the premises owned by COUNTY located at 3801 Archer Pkwy., Cheyenne, Wyoming 82009 (the "Archer Complex" or "premises"), for purposes relating to participation in the Laramie County Fair ("Fair") and conducting 4-H Division Shows.

II. TERM

The term of this agreement is for four (4) years, though the provisions of this MOU specifically pertain to the dates during which the Laramie County Fair is held, and it is only during those times that this agreement shall be in full force and effect. This agreement shall remain in effect for a term of four (4) years, or until terminated pursuant to the provisions of this MOU.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall provide 4-H the use of facilities located at the Archer Complex for purposes of participating in the Fair and conducting 4-H Division Shows during the dates of the Fair.

IV. RESPONSIBILITIES OF 4-H

A. 4-H shall ensure that all participants in the 4-H program, as a condition to participation, review the Fair Book, attached hereto as "Exhibit A," and agree to the terms and conditions provided for therein.

B. 4-H shall fulfill all responsibilities as set forth in "Exhibit B," which is fully incorporated into this Agreement by this reference.

C. 4-H hereby shall have the right to occupy and use the Archer Complex premises for the purposes of participating in the Fair and conducting 4-H Division Shows during the dates of the Fair.

D. 4-H shall use the premises only for the purposes permitted by this agreement and shall not use or permit the use of the premises for any other purpose or for any unlawful acts.

E. 4-H shall arrange in advance with COUNTY dates and times for the moving in of its equipment, property, stock and other materials. 4-H further agrees that within 24 hours of the end of the Fair or earlier termination of this agreement, 4-H shall remove all its property placed on the premises by 4-H or on its behalf. In the event that 4-H refuses or fails to remove its property, or refuses to vacate the premises, within the time specified, COUNTY shall have the right to remove from the premises or store, at the expense of 4-H, such property without incurring any liability for any damages or losses to the property which may be sustained either by reason of such removal and COUNTY is released from all claims for damages of whatever kind or nature. For any additional period beyond the term of this agreement as any effects of 4-H remain on the premises, COUNTY shall be entitled to rent in the amount of \$25 per day, or any portion thereof.

F. 4-H shall vacate the premises in as good a state and condition as they were at the commencement of this agreement, reasonable wear and damages by the elements excepted. 4-H also agrees that if the premises, or its buildings, equipment or furnishings, are damaged during the term of this agreement, by the act, default or negligence of 4-H, or its officers, agents, employees, guests, patrons or any person or persons admitted to the premises by 4-H, 4-H shall pay to the COUNTY upon demand such sum as shall be necessary to restore the premises to the condition they were in at the commencement of this agreement.

V. GENERAL PROVISIONS

A. Termination: This MOU 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 MOU; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of this MOU; or (d) upon mutual written agreement by both parties.

B. Entire Agreement: This MOU, consisting of (4 pages), Exhibit A (____ pages), Exhibit B (1 page) and Participant Release (1 page) 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 MOU, nor any rights or obligations hereunder shall be assigned or delegated by any party without the prior written consent of the other party. In addition to the foregoing, 4-H is specifically prohibited from sub-leasing, renting, loaning or otherwise providing access to the Premises to any other organization, club, individual, association or entity for any use without prior written approval by COUNTY.

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

E. Invalidity: If any provision of this MOU is held invalid or unenforceable by any court of competent jurisdiction, or if COUNTY is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the expressed intent of the parties that the provisions of this MOU are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree that this MOU 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 MOU 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 in executing this MOU. This provision is not intended nor shall it be construed to waive 4-H's or COUNTY's governmental immunity as provided in this MOU.

G. Contingencies: 4-H certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this MOU, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this MOU.

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

I. 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., as amended, and/or any properly promulgated rules and regulations relating thereto.

J. Governmental/Sovereign Immunity: COUNTY and 4-H do not waive their Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., as amended, by entering into this MOU. Furthermore, COUNTY and 4-H 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 MOU.

K. Indemnification & Damage to Property: Neither party shall indemnify, defend, or hold harmless the other from all liability for damages to property or injury to or death to persons, including all reasonable costs, expenses and attorney's fees incurred related thereto, to the extent arising out of this agreement.

COUNTY assumes no responsibility for any property placed in the Archer Complex for purposes of conducting the 4-H Division Shows.

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

M. Independent Contractor: The services, activities and operations to be performed by the 4-H are those of an independent contractor and not as an employee of COUNTY. 4-H and its agents or volunteers will be treated as an independent 4-H for federal tax filing purposes. Neither 4-H nor its agents or volunteers are eligible for Laramie County Employee benefits. 4-H assumes responsibility for its personnel who provide services in relation to or pursuant to this MOU and

will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them.

N. Conflict of Interest: The parties affirm, to their knowledge, no 4-H member or employee has any personal beneficial interest whatsoever in this MOU.

O. Notices: All notices under this MOU shall be deemed sent when deposited in the US Mail, properly stamped and addressed to the party for whom intended at such party's address listed herein, or when personally delivered to such party. A party may change its address for notice hereunder by giving written notice to the other party.

P. Authority: By signature below, the parties agree and warrant that the signatory has authority to bind the respective parties to the terms of this MOU.

Remainder of this page intentionally left blank.

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& LARAMIE COUNTY 4-H PROGRAM**

Signature Page

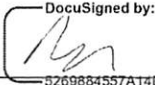
LARAMIE COUNTY

By: _____ Date _____
Chairman, Board of Laramie County Commissioners

ATTEST:

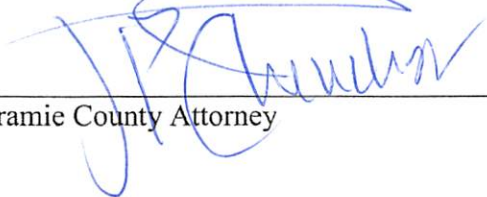
By: _____ Date _____
Laramie County Clerk

UNIVERSITY OF WYOMING - LARAMIE COUNTY 4-H PROGRAM

By:  _____ Date 2/3/2022

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 2/7/22
Laramie County Attorney

REQUEST TO PARTICIPATE AND RELEASE

I hereby request permission to participate in _____ (activity). I understand that participation in _____ (activity) is an inherently dangerous activity. Risks include, but are not limited to, property damage or destruction, serious physical injury and/or death.

In exchange for the opportunity to participate in _____ (activity), I do hereby, for myself, my heirs, personal representatives and assigns release and discharge _____ (4-H), its employees owners and agents, the Laramie County Fair Board and Laramie County, its elected and appointed officials, their employees, volunteers, and agents from all actions, causes of action, damages, claims or demands for all known or unknown personal injuries, property damage or death resulting from or arising out of my participation in the above described activity or events.

By my signature below, I certify and warrant that I have read and fully understand the foregoing statements and **Release**.

I am signing this REQUEST TO PARTICIPATE AND RELEASE, voluntarily and without coercion and in consideration of the permission to participate and/or any other consideration provided to me in connection with the activities and or events described herein. I further certify that I am 18 years of age or older. If I am a minor, my parent or guardian, by signature below, fully participates in and acknowledges the contents and effect of this waiver and release on my behalf.

Participant Date
(Print Name: _____)

Parent/Guardian of Participant Date
(Print Name: _____)