

**Wyoming Bucking Horse & Rider  
Organizational Use Agreement**

This is an Agreement by and between the State of Wyoming, the Wyoming Secretary of State’s Office, the University of Wyoming, Dept. 3414, 1000 E. University Ave., Laramie, Wyoming, 82071 and Laramie County Events Department.

Laramie County Events Department  
3801 Archer Pkwy, Cheyenne, WY 82009  
3801 Archer Pkwy, Cheyenne, WY 82009  
Dan Ange  
307-633-4670  
dange@laramiecounty.com

(Organization/Business Name)  
(Mailing Address)  
(Physical Address)  
(Primary Contact Name)  
(Phone Number/Fax Number)  
(Email/Web address)

Whereas, the State of Wyoming is the owner of the “Bucking Horse & Rider” mark (hereinafter referred to as BH&R) as shown on Exhibit A.

Whereas, Organization desires to use the BH&R to advertise and promote its organization in the manner outlined in this Agreement.

Whereas, Organization has represented that it has a physical presence in the state of Wyoming and that it conducts business in, or provides services that originate in, Wyoming.

Whereas, the University of Wyoming (hereinafter “University”) through its Trademark Licensing Office (hereinafter “TLO”), has been authorized by the Wyoming Secretary of State’s Office to administer the State of Wyoming’s trademark licensing program and to enter into this Agreement on its behalf for use of the BH&R.

Whereas, this Agreement is not intended to establish or represent the State of Wyoming or University as a guarantor of the quality of any product or services provided by Organization, but to grant Organization a limited right to use the BH&R to further the interests of the state of Wyoming through the promotion of Wyoming business, tourism and products and services originating in Wyoming.

Now, therefore in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

**1. OWNERSHIP/GOODWILL**

(a) Organization acknowledges and agrees that State of Wyoming is the sole and exclusive owner of all trademark, service mark or other proprietary rights, title and interest in the BH&R.

(b) Organization shall not in any manner represent that Organization has any ownership of the BH&R, and shall not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of the State of Wyoming’s right, title and interest in or to the BH&R. Organization shall not register or attempt to register, or otherwise acquire rights in or to the BH&R (except for the rights granted herein), in any jurisdiction. Organization shall provide such assistance as the University or the State of Wyoming may reasonably request in connection with the State of Wyoming’s efforts to register and maintain registrations of the BH&R or the defense or assertion of actual or threatened claims relating to the BH&R. Organization shall not alter or modify the BH&R without prior approval of the TLO and shall not misuse the BH&R, bring the BH&R into disrepute, use a mark that is likely to dilute the distinctiveness of the BH&R, or use the BH&R to disparage the University of Wyoming, State of Wyoming, or any of its components or agencies, or the citizens of Wyoming. Organization shall comply with all applicable state and federal laws and regulations relating to use of the BH&R.

(c) Organization acknowledges and agrees that its use of the BH&R inures solely to the benefit of the State of Wyoming and that Organization does not have and shall not acquire any right, title and interest in or to the BH&R or any derivatives or modifications thereof.

## 2. GRANT

(a) The State of Wyoming hereby grants to Organization, pursuant to the terms and conditions of this Agreement, a limited right to use the BH&R in the manner and for the purposes set forth in this Agreement. As consideration for this license, Organization shall pay to the TLO a licensing fee of \$250.00. Use of the BH&R by Organization shall be limited to (i) use on those items listed in Exhibit A in connection with the Organization's activities in the state of Wyoming, and (ii) use in advertising for Organization's business conducted in the state of Wyoming and for services originating in the state of Wyoming. Organization shall (i) not use the BH&R on or in connection with political campaigns or campaign materials, (ii) on or in connection with Organization's facilities physically located outside of the state of Wyoming, (iii) in connection with business conducted wholly outside of the state of Wyoming, or (iv) in connection with services originating outside the State of Wyoming. Additional limitations may be set forth in Exhibit A. Organization acknowledges and agrees that any use of the BH&R not expressly authorized by this Agreement requires express written permission from the TLO or the State of Wyoming. All uses of the BH&R by Organization shall be in a form and manner that is acceptable to the TLO in its sole discretion. Organization shall not assign or sublicense any of the rights granted under this Agreement without the prior written approval of the TLO.

(b) Any unauthorized or unapproved use by Organization of the BH&R shall constitute grounds for immediate termination of this Agreement. Upon receipt of notice from the TLO, Organization shall immediately cease any use of the BH&R that the TLO identifies as not acceptable.

(c) If so directed by the TLO, Organization shall display a "SM," "TM" or "®" designation in connection with the BH&R in the form and manner directed by the TLO. At the discretion of the TLO, Organization may also be required to place the following statement or similar statements on approved items bearing the BH&R: "The Bucking Horse & Rider is a trademark of the State of Wyoming and is used with permission."

## 3. TERM/TERMINATION

(a) This Agreement shall be effective as of the last date of signature below and shall expire on 6/30/2024, but may be terminated at any time by the TLO on sixty (60) days written notice for any reason or no reason. This Agreement may be renewed for successive two year periods, upon approval by the TLO, by Organization complying with all renewal requirements established by the TLO for this Agreement, including but not limited to completing and returning all renewal paperwork provided by the TLO, and paying to the TLO the \$250.00 licensing fee for the additional term. Renewal requirements and approval of renewals shall be at the sole discretion of the TLO. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

(b) Following the expiration or termination of this Agreement, Organization shall cease all use of the BH&R and refrain from using the BH&R or any mark confusingly similar thereto unless authorized by the TLO.

(c) This Agreement shall also be deemed immediately terminated in the event that Organization closes, or ceases to conduct business in the state of Wyoming, or ceases to maintain a physical presence in the state of Wyoming, or otherwise ceases to conduct operations or activities in the manner outlined in Exhibit A. The TLO may immediately terminate this Agreement if Organization sells, assigns or otherwise transfers ownership or control of Organization to another person or entity.

## 4. NATURE OF ORGANIZATION

(a) Organization shall immediately notify the TLO of any material change in the nature, purpose, or character of Organization, or any material change in its services or activities from those listed in Exhibit A.

(b) The manner and style in which the BH&R is used by Organization shall be consistent with that approved by the TLO at the time this Agreement is signed, unless otherwise approved by the TLO.

(c) From time to time, at the request of the TLO, Organization shall submit to the TLO, without cost to the TLO, samples of the use of the BH&R by the Organization and information regarding use of the BH&R by the Organization so that the TLO may determine compliance with the terms of this Agreement.

**5. INDEMNIFICATION**

Organization shall indemnify, defend, and hold harmless the State of Wyoming, the Wyoming Secretary of State's Office and the University, and their officers, agents, employees, successors, and assignees from (i) any and all claims, lawsuits, losses, and liabilities arising out of Organization's failure to perform any of Organization's duties and obligations hereunder or in connection with the negligent performance of Organization's duties or obligations, and (ii) any and all claims, lawsuits, losses, and liabilities or arising out of or relating to products or services of Licensee, including but not limited to product liability claims.

**6. NO ENDORSEMENT**

Organization shall not, in the exercise of its rights under this Agreement, state or imply either directly or indirectly that Organization or Organization's activities are supported, endorsed or sponsored by University or the State of Wyoming. Organization acknowledges and agrees that this Agreement does not authorize Organization to use the name of University or the State of Wyoming in connection with its business, products, services, affairs, or otherwise.

**7. COMMERCIAL/PROMOTIONAL PRODUCTS**

(a) Organization acknowledges and agrees that this Agreement does not authorize Organization to affix, or otherwise use, the BH&R on or in connection with any goods that are intended to be sold, offered for sale, sold or otherwise distributed in any type of commerce in exchange for any form of consideration. Such use would require a separate license agreement. Organization acknowledges and agrees that this Agreement does not authorize Organization to use the BH&R for any purpose other than to further the interests of the state of Wyoming through the promotion of Wyoming business, tourism and products and services originating in Wyoming.

(b) Unless otherwise indicated in Exhibit A, Organization may acquire from third parties the items identified in Exhibit A bearing the BH&R that will be used solely by Organization for authorized purposes as set forth in Section 2(a) above, provided that such items are of acceptable quality. Any goods bearing the BH&R acquired by Organization and used for any other purpose, or any goods bearing the BH&R acquired by Organization and not identified in Exhibit A, must be obtained from an authorized licensee having a valid license to use the BH&R on or in connection with such goods.

**8. SURVIVAL OF RIGHTS**

The terms and conditions of this Agreement necessary to protect the rights and interests of University, the Wyoming Secretary of State's Office or the State of Wyoming shall survive the termination or expiration of this Agreement. The terms and conditions of this Agreement providing for any other activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled or satisfied.

**9. APPLICABLE LAW**

The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

**10. NOTICES**

Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by certified mail, return receipt requested, to the other party at the respective addresses below, or when actually received by a party if sent via facsimile or email:

If to the Organization, the address set forth above;

If to TLO, University of Wyoming, State of Wyoming or the Wyoming Secretary of State's Office:

University of Wyoming, Trademark Licensing Dept. 3414, 1000 E. University Ave.

Laramie, WY, 82071, Fax: 307-766-4049 Email: [trademrk@uwyo.edu](mailto:trademrk@uwyo.edu)

**11. REMEDIES**

Organization acknowledges that any breach of this Agreement relating directly or indirectly to use of Licensed Marks will result in immediate and irremediable damage to the University of Wyoming and/or the State of Wyoming, and that money damages alone would be inadequate to compensate the University of Wyoming and/or the State of Wyoming. The State of Wyoming, the Wyoming Secretary of State's Office and University retain all legal and equitable rights that may arise out of this Agreement and reserve the right to pursue enforcement of any of those rights in their sole discretion.

**12. SEVERABILITY**

Should any provision of this Agreement be held unenforceable or in conflict with the law of any applicable jurisdiction, then that/those provision(s) shall be void but the validity of the remaining provision(s) shall not be affected by such a holding.

**13. MODIFICATION AND WAIVER**

(a) The parties agree that this Agreement may be modified only by a writing signed by all parties.

(b) It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent or similar breach.

**14. NON-ASSIGNABILITY**

This Agreement is personal to Organization. Neither this Agreement nor any of Organization's rights or obligations hereunder shall be sold, transferred or assigned by Organization without the written approval of the TLO, and no rights of Organization shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other person or entity. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Organization and shall inure to the benefit of the University of Wyoming, the State of Wyoming, the Wyoming Secretary of State's Office and their respective successors and assigns.

**15. SOVEREIGN IMMUNITY**

The State of Wyoming, the Wyoming Secretary of State's Office and the University do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

**16. NO PARTNERSHIP OR FRANCHISE**

This Agreement does not constitute and shall not be construed to constitute (i) a partnership or joint venture between any of the parties, or (ii) a franchise agreement between any of the parties. Organization shall have no right to obligate or bind the University of Wyoming or the State of Wyoming or the Wyoming Secretary of State's Office in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons.

**17. EQUAL EMPLOYMENT OPPORTUNITY**

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

**18. THIRD PARTY BENEFICIARY RIGHTS**

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 this Agreement and shall inure solely to the benefit of the parties to this Agreement.

**19. ENTIRE AGREEMENT**

This Agreement, including Exhibit A, contains the entire Agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements and other statements and representations pertaining to this subject matter, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the last date of signature below.

University of Wyoming:

By:

DocuSigned by:  
Tracy Richardson  
Tracy Richardson, Associate AD, Trademark & Licensing

1/19/2023  
Date:

Organization:

By:

Dan Ange Events Director  
(printed name, title)

DocuSigned by:  
Dan Ange  
Signature: 3C207485...  
1/19/2023  
Date:

The STATE OF WYOMING and the WYOMING SECRETARY OF STATE'S OFFICE:

By: UNIVERSITY OF WYOMING

Signature Tracy Richardson  
Tracy Richardson, Associate AD, Trademark & Licensing

Date: 1/19/2023

**Exhibit A**



"Bucking Horse & Rider" mark

Nature of activities in Wyoming:

Logo, signage, website, advertising, print material

Location(s) in Wyoming:

Cheyenne, Wyoming

Approved uses of the BH&R mark:

Use of BH&R in Logo, signage, website, print materials, advertising

Additional limitations:

Apparel, headwear, drinkware and other similar products must be acquired from authorized licensee and subject to royalties

**ADDENDUM TO THE WYOMING BUCKING HORSE & RIDER ORGANIZATIONAL  
USE AGREEMENT**

**Between**

**LARAMIE COUNTY, WYOMING, LARAMIE COUNTY EVENTS DEPARTMENT and  
the STATE OF WYOMING, the WYOMING SECRETARY OF STATE'S OFFICE, and  
the UNIVERSITY OF WYOMING**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, Laramie County Events Department, 3801 Archer Parkway, Cheyenne, WY 82009 ("Organization") and the State of Wyoming, the Wyoming Secretary of State's Office, the University of Wyoming, Dept. 3322, IOOO E. University Ave., Laramie, Wyoming, 82071.

**I. PURPOSE**

The purpose of this Addendum is to modify the "Wyoming Bucking Horse & Rider Organizational Use Agreement" attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

**II. MODIFICATIONS**

A. Section 5 entitled "INDEMNIFICATION" is stricken out in its entirety and replaced with the following language: "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."

B. Section 9 entitled "APPLICABLE LAW" is retitled to "APPLICABLE LAW/VENUE" and the text of the provision is stricken out in its entirety and replaced with the following language: "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."

C. Section 15 entitled "SOVEREIGN IMMUNITY" is retitled to "SOVEREIGN/GOVERNMENTAL IMMUNITY" and further modified to provide as follows: "The State of Wyoming, the Wyoming Secretary of State's Office, the University and Organization do not waive sovereign/governmental immunity by entering into this Agreement and Addendum and specifically retain all immunities and defenses available to them as sovereigns/governmental entities pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and

similar provisions should not be construed as a waiver of sovereign immunity. Further, The State of Wyoming, the Wyoming Secretary of State’s Office, the University and Organization 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 and Addendum.”

**III. ADDITIONAL PROVISIONS**

- A. 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.

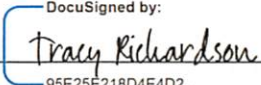
LARAMIE COUNTY, WYOMING

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

ATTEST:

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

UNIVERSITY OF WYOMING & WYOMING SECRETARY OF STATE’S OFFICE:

By:  \_\_\_\_\_ Date 1/19/2023  
Tracy Richardson, Associate AD, Trademark & Licensing



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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: W. Wiese Date 1.23.23  
Laramie County Attorney's Office