

**LEASE AGREEMENT BETWEEN LARAMIE COUNTY
and
SOUTHEAST WYOMING RC CLUB**

THIS LEASE AGREEMENT is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003 ("COUNTY"/ "LEASOR"), and SOUTHEAST WYOMING RC CLUB, 3923 Laramie Street, Cheyenne, Wyoming 82007 ("LESSEE"). The parties agree as follows:

I. PURPOSE/PREMISES DESCRIPTION/OVERSIGHT

A. Laramie County is the sole owner of the 876-acre Archer Research Station property, located in Sections 27 and 28 Township 14 North, Range 65 West of the 6th PM, Laramie County, Wyoming (hereinafter referred to as the "Archer Property"). Pursuant to the terms herein, COUNTY is willing to lease, to LESSEE a portion of the property (hereinafter referred to as the "Leased Premises," the "Premises" or the "Property") specifically identified in Attachment 'A,' for the purposes of operating a RC car track. "RC car" or "Radio-controlled car" shall be interpreted to mean miniature model cars, trucks or other vehicles that can be controlled from a distance using a specialized transmitter or remote. All such RC cars and their operation upon the leased premises will be conducted in accord with the requirements herein.

B. In consideration of LESSEE's representations by signature hereon, LESSEE's payment of the lease fees and LESSEE's performance and adherence to the other provisions of this Lease Agreement, COUNTY agrees to lease Property to LESSEE.

C. LESSEE agrees and understands that all oversight and responsibility for the operation and the terms of this Agreement shall be held and exercised by Laramie County Board of County Commissioners (BOCC) or their designee, who will have the authority and responsibility to enforce the terms of this Agreement. For the term of this agreement, unless otherwise indicated by the BOCC in writing to the LESSEE, the designee shall be the Laramie County Events Director or his Designee (Director). The parties intend that all issues, disputes and/or problems resulting from the LESSEE's obligations and operations pursuant to this Agreement are to be resolved between the Director and the LESSEE, if possible. The Director hereby has the authority delegated to it by the Laramie County Commissioners to interpret and enforce the terms of this Agreement. In the event of non-compliance with the terms of this Agreement or in the event that the Director determines that issues cannot be resolved between the Director and LESSEE, the Director shall bring the matter before the Board of Laramie County Commissioners for final decisions regarding enforcement, modification or termination of this Agreement.

D. LESSEE agrees and represents that it has submitted to the Laramie County Planning Department and the Director of Public Works, a current site plan for the leased premises. Any proposed changes by LESSEE to the site plan will be submitted to these same representatives of the County for approval prior to enactment of any changes. This approval may include compliance by the LESSEE with any requirements imposed or recommended by the Laramie

County Planning Department for the use of the leased premises, whether or not said requirements or conditions are noted or provided herein.

II. TERM

A. 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 December 31, 2027. LESSEE acknowledges that renewal of this Agreement after the lapse of any time period is not guaranteed and is subject to the restrictions provided by applicable law, and to the requirements and terms contained here including, but not limited to, compliance with the terms of this agreement and any other applicable law or regulation, payment of fees, and taxes and directives of the BOCC or its designee.

III. PAYMENT

A. UTILITIES:

1. Currently, any utility services available to or used by LESSEE are unmetered and no charges are made by COUNTY to LESSEE for such use. However, LESSEE understands and agrees that may be subject to change or modification. LESSEE agrees and understands that this may change at any time during the pendency of this lease. In the event the COUNTY determines a need to impose such costs the COUNTY shall inform LESSEE in advance in writing. In the event that costs for water or electricity are imposed or necessary, LESSEE shall reimburse COUNTY for any such costs including any cost fees or charges imposed by utility providers. Said payments to the county shall be determined at the time of imposition along with any required schedule of payments.

2. In the event utility services become metered or COUNTY determines to impose costs for same, LESSEE shall reimburse COUNTY for any costs, fees and charges by for provision of utilities whether incurred or assessed by COUNTY any utility providers and on a monthly or as required by COUNTY for all costs to maintain and provide said utilities services to the property should COUNTY maintain control over the ownership or be the named payor of the utility services used on the Leased Premises, or;

3. If LESSEE desires to arrange for the provision of utility services, COUNTY must be advised in advance and must consent to such installation or provision in writing. In such a circumstance, LESSEE shall initiate, contract for and obtain, in its name, all utility services required on the leased premises, including gas, electricity, telephone, water, and sewer connections and services, and LESSEE shall pay all charges for those services as they become due. Upon termination of this Agreement for any reason COUNTY shall take and maintain control and/or ownership of any and all utility fixtures and installations installed on the leased premises during the pendency of this Agreement. Any utility installations shall be underground.

4. LESSEE accepts the Property "as is" in all respects including, but not limited to the provision or location of any existing utility infrastructure. COUNTY provides no warranties or

representations regarding adding or creating any additional infrastructure or any type or kind.

B. LEASE FEES:

1. As consideration, LESSEE shall pay COUNTY a fee of one hundred dollars (\$100.00) annually for use of the leased premises through December 31, 2027, and as additional consideration, LESSEE shall provide RC car related recreational opportunities in Laramie County. Payment must be received on or before January 1, of each year. At the end of the lease period, should renewal be granted, the lease fee shall be renegotiated between the parties. All payments of lease fees or other sums due COUNTY under this Agreement shall be made to the Laramie County Treasurer's Office, 309 West 20th Street, Cheyenne, Wyoming.

2. At the discretion of the COUNTY, the LESEEE may be directed to make monthly maintenance payments to the County or its designee for the maintenance and upkeep of the existing and constructed facility improvements in the Archer Complex. The monthly fees shall provide for road and infrastructure maintenance, not including on site premise improvements completed entirely and maintained by the LESSEE. The maintenance fees may be negotiated between the parties but set in the sole discretion of the COUNTY. Said fees may be renegotiated at the end of any lease term and/or prior to renewal.

C. COMPLIANCE WITH P.U.D. OR OTHER REGULATIONS:

LESSEE agrees that in the event of approval and implementation of any additional or new regulations associated with the Archer Complex, whether as part of the Archer PUD or otherwise, LESSEE shall be required to comply with said regulations or ordinances.

D. PROPERTY TAXES:

LESSEE agrees and acknowledges that its uses of the property are those of a private entity and therefore the leased premises are subject to property taxation. LESSEE shall pay all taxes, assessed by the Laramie County Assessor whether real or personal with respect to the Leased Premises and LESSEE's personal property.

IV. RESPONSIBILITIES OF LESSEE

A. LESSEE shall use the Leased Premises solely for purposes of constructing, operating and maintaining a RC car track and any attendant structures, in compliance with and subject to the terms of this Agreement.

B. LESSEE shall use only those parts of the property described in the terms of this Agreement. Access to the leased premises shall be along Archer Parkway. Said access road shall be used solely for ingress and egress to the Leased Premises, not for any other purposes in connection with the LESSEE's use of the Leased Premises, including parking. LESSEE shall be responsible for all traffic management involving their agents, volunteers, members, invitees, spectators and or other third parties coming to and from the property. Said traffic management

shall be conducted in a safe and organized manner to ensure traffic is confined to existing roads, access ways and designated parking areas on the Leased Premises.

1. LESSEE agrees and understands that the COUNTY may at some point create an "Archer maintenance agency" or agreement among users in the Archer facility. At the point of the creation of such an agreement or agency, LESSEE may be required to participate in this agency or agreement which may include, but not be limited to, payment of fees for maintenance of roadways and other infrastructure within the facility.

C. LESSEE shall maintain the perimeter fence on the Leased Premises as one of the conditions for occupation and use of the Leased Premises. Said fence shall be maintained in accord with the requirements of a "lawful fence" pursuant to W.S. § 11-28-102. Said fence shall remain a fixture on the Leased Premises and revert to the ownership of COUNTY upon termination of this Agreement.

1. LESSEE further agrees that this fence shall reasonably assure that access to the Leased Premises is limited to individuals who are allowed to enter the area. LESSEE further agrees that such fence shall be maintained in a manner to reasonable restrict access to only authorized persons.

2. LESSEE further agrees that the entrance gate on to the Leased Premises shall remain locked, and **that only members and other users authorized by LESSEE may be provided access to that lock.** LESSEE further agrees to require that all members and other authorized users to shut and lock the gate immediately upon entry into or exit from the Leased Premises.

D. COUNTY shall not be liable for any personal injury or property damage resulting from any negligent operation or faulty installation of utility services or fences provided for use on the Leased Premises, nor shall COUNTY be liable for any injury or damage suffered by LESSEE as a result of any failure to make necessary repairs to the fences or utility facilities.

E. LESSEE shall be liable for any injury or damages to equipment or service lines of utility suppliers that are located or shall be located on the Leased Premises, resulting from the acts of LESSEE, agents or invitees of LESSEE.

F. LESSEE shall construct, operate and maintain the Leased Premises and any facilities or fixtures thereon in complete accord with all applicable laws, regulations and statutes whether state, local or federal as amended. Furthermore, LESSEE shall operate its RC car track in accord with all applicable national or industry standards.

1. LESSEE agrees to maintain the following hours of operation; however, COUNTY retains discretion to dictate the dates and hours of operation regardless of what is desired by LESSEE. Hours of operation may be modified temporarily with the permission of and at the sole discretion of the Director after consultation with LESSEE. Any such temporary modification of

hours of operation will be time-limited and at the expiration of such time, hours of operation as listed below shall remain in force and effect.

- a. During 'Summer', beginning of Labor Day weekend to the end of Memorial Day weekend: the facility may be open, and the track in use, from 8:00 a.m. to 9: p.m.;
- b. During the remainder of the year: the facility may be open, and the track in use, from 8:00 a.m. to 8:00 p.m.;
- c. The evening hours of operation may be extended for an additional one-half hour for activities relating to vacating and closing the facility. In no event shall the track facility be used past the hours listed above.
- d. On race days LESSEE may begin operation no earlier than 6:30 a.m. Overnight camping shall be permitted on race days, on the conditions that all necessary federal, state and local permits are obtained. In addition, LESSEE must provide notice to and agreement acquired, as to scheduling to avoid conflicts, over-crowding or over use are made with the adjacent race activities entity, and the Laramie County Events Department and that the gates to the Leased Premises be locked at 10:00 p.m. on any night during which camping is permitted.

It is the intent of LESSEE to occasionally hold larger special events and/or occasional "night racing" use of the track. Should LESSEE have a special event, in which more than the usual number of attendees may be present and later closing is desired or, LESSEE wishes to schedule "night racing" activities, LESSEE shall provide reasonable advance notice and receive agreement in regard to any proposed dates and times for use of the track, to and from the Laramie County Events director or his designee in order to avoid any scheduling conflicts, overcrowding or overuse of the facilities and area. On no occasion, would use of the track be allowed beyond 12:00 a.m.

2. LESSEE agrees to maintain dust control on a daily basis by LESSEE's on-site personnel or the club's agents. Dust control techniques may include watering of the track, the use of magnesium chloride, or other dust abatement procedures as are consistent with industry standards.

3. LESSEE shall comply with COUNTY noise restrictions and/or ordinances if applicable, including noise measurements which may be required or requested by the Director from time to time. LESSEE also agrees to maintain noise levels based on industry standards.

G. LESSEE shall fully defend, indemnify and hold harmless COUNTY from and against any and all claims, demands, actions, suits of any kind or nature whatsoever arising from any environmental damage to the Leased Premises caused by LESSEE's use, including, but not limited to, the discharge, release or contamination of the property by hazardous substances as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 - 42 U.S.C. §§ 9601-9675 and 40 C.F.R. Part 302.

H. LESSEE will use and occupy the Leased Premises in a clean and wholesome

manner and in compliance with all applicable governmental requirements and all rules promulgated by COUNTY or other governmental entities relating to such occupancy.

I. LESSEE agrees that no representation as to condition or repair of the Leased Premises, and no promise to alter, repair, or improve the Leased Premises has been made except as contained in this Agreement.

J. LESSEE shall keep the Leased Premises, during the term of this Agreement in good repair, and at the expiration of this Agreement, shall yield and deliver up the Leased premises and any improvements existing at the time of the granting of this Agreement in like condition as when taken, reasonable wear and tear excepted.

K. At the termination of this Agreement any improvements or fixtures on the Leased Premises created, installed or constructed by LESSEE, including but not limited to, buildings and structures, with the exception of boundary fencing (Paragraph (IV)(C), and facilities and landscaping), shall be the property of the COUNTY. Fixtures and improvements and may be required to be removed at the expense of LESSEE within thirty (30) days of the date of termination and in accord with any applicable law, regulation or statute, unless the parties agree, in writing, to some other disposition of said fixtures or improvements. Any fixtures or improvements which the parties agree may be left on the Leased Premises shall be in good repair, as determined by COUNTY.

L. LESSEE accepts full responsibility for loss to any improvement on and to the Leased Premises whether existing at the time of the initiation of this Agreement or subsequently installed.

M. COUNTY will not be liable for damages to persons or property sustained by LESSEE or LESSEE's agents, volunteers, invitees, or other persons due to the Leased Premises becoming out of repair or compliance with applicable laws and codes or industry standards, or those arising from leakage of gas, steam, water, or sewer pipes, or from defective wiring, the operation of any equipment on the Leased Premises, or from the conduct of LESSEE's RC car track operations.

N. COUNTY shall not be responsible or liable to LESSEE for any loss or damage that may occur as a result of, or through the acts or omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased Premises.

O. COUNTY shall not be liable for any damage or injury to any person or property that occurs on the Leased Premises resulting from the use of the Leased Premises by LESSEE. LESSEE shall fully defend, indemnify and hold harmless COUNTY from and against any and all claims, demands, actions, suits of any kind or nature whatsoever arising from any damage or injury to any person or property that occurs on the Leased Premises resulting from the use of the Leased Premises.

P. LESSEE agrees and warrants that it is a validly formed and lawfully sanctioned corporate entity. **LESSEE agrees to notify COUNTY immediately in writing of any termination, loss, dissolution or modification of its corporate status.** Loss or dissolution of said corporate status or expulsion or termination from any applicable national entity governing or certifying RC car track operations conducted by LESSEE may be grounds for the termination of this Agreement and closure to the Leased Premises by the County

Q. LESSEE agrees to provide periodic removal of excessive accumulations of plant material to alleviate the risk of fire and/or the spread of noxious weeds. In furtherance of the execution of this provision, LESSEE agrees to provide for removal of excess accumulation of plant material on the Leased Premises, if notified of the need to do so by the Laramie County Commissioners, their agents, appointed officials, the Laramie County Conservation District and/or representatives of the local or state weed and pest control authorities or boards.

R. LESSEE agrees and understands that it is the intent of the parties that LESSEE's obligations extend to the appropriate control and usage of the leased premises. This include the obligation that individuals or entities using the premises for RC car activities do so in accord with LESSEES obligations under this agreement, including but not limited to the requirement for waivers to be executed by said individuals or entities using the leased premises and that their use be authorized by lease.

S. Unless otherwise indicated and as provided in the terms herein, to LESSEE warrants and agrees that all users of the leased premises, in the absence of clear and convincing evidence of trespass, shall be considered invitees and authorized users of the LESSEE and shall subject to the terms and obligations in this lease agreement.

1. LESSEE may not sublease the leased premises or assign its rights under this agreement to any other person or entity without the express written consent of COUNTY, in advance of such assignment and or sublease. Violation of this provision shall be considered a material breach of this agreement and will result in its termination.
2. In addition to the foregoing, LESSEE is specifically prohibited from sub-leasing, renting, loaning or otherwise providing access to the Leased Premises to any other organization, club, association or entity for any use without prior written approval by the COUNTY. Approval must be sought sufficiently far in advance that COUNTY may review the request. obtain sufficient details in regard to any proposed use and to consider conditions to be imposed upon such rental or use by other organizations or or entities.
3. LESSEE understands and agrees that such approval, if granted in the sole discretion of COUNTY, will be conditioned upon the full indemnification of the COUNTY by LESSEE for said use. It may be further conditioned upon COUNTY's review and approval of any agreement between LESSEE and any other user by the COUNTY, including but not limited to, approval of insurance

provided by the outside entity for its indemnification of either LESSEE or COUNTY. LESSEE agrees and warrants that the COUNTY may in its sole discretion determine any necessary requirements for outside users including, but not limited to, the posting of a bond in an amount to be set by COUNTY, the sufficiency of which shall be adjudged solely by COUNTY. COUNTY shall determine whether said bond is to be provided by either LESSEE or the organization, club, individual, association or entity to which LESSEE wishes to provide use of the Leased Premises.

T. LESSEE agrees to obtain and maintain adequate insurance covering all aspects of its operation on the Leased Premises. The amounts of insurance required shall be as required herein and in the attached Attachment C. LESSEE shall provide a copy of the current, in-force policy, including the declarations page and all endorsements to COUNTY prior to January 1 of each year of the Lease term. LESSEE agrees to notify COUNTY immediately in writing if the insurance lapses or is cancelled for any reason. LESSEE further agrees to notify COUNTY, in writing, sixty (60) days prior to termination of or any change to its insurance.

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. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be a minimum of \$ 2,000,000.00.
2. Insurance coverage shall provide Laramie County as an additional named insured identifying the County as follows: "Laramie County Government, its elected officials, employees agents and volunteers."
3. Any insurance policy shall provide the coverage shall not be canceled except with notice to Laramie County.
4. **All insurance obtained by LESSEE 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. Contractor 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.

U. LESSEE agrees and understands that maintain the required insurance coverage if a material and critical requirement under this Agreement. LESSEE agrees that **Termination or lapse in required insurance coverage shall be considered a material breach of the Lease Agreement and shall terminate this agreement upon the last date of coverage without any further action of notice by COUNTY required.** LESSEE SHALL IMMEDIATELY

TERMIINATE ANY and ALL USE OF THE LEASED PREMISES IN THE EVENT THE REQUIRED INSURANCE LAPSES OR IS TERMINATED.

In the event of a termination under this provision, LESSEE agrees that any further use will require a new lease agreement. Only upon presentation of renewed or active required insurance and with the Agreement of COUNTY to reinitiate any use of the leased premises, shall LESSEE be able to continue the use of the leased premises.

V. LESSEE agrees to accept written complaints from neighboring landowners and/or the public and to address and resolve such complaints within a reasonable amount of time. LESSEE shall establish maintain and monitor an email account to which such complaints shall be sent. This e-mail address shall be provided to the COUNTY and posted on any website operated or maintained by LESSEE. It shall also be posted in a prominent location on the Leased Premises.

X. LESSEE agrees that any individual who violates any track rule or regulation or any applicable terms and conditions of this lease agreement shall have his or her membership suspended and shall be required to return any keys allowing access to the Leased Premises.

Y. LESSEE shall ensure that a competent adult and/or adult representative of the LESSEE shall be present and on the Leased Premises functioning in a supervisory capacity during all hours of operation while any minors are using the track for RC car related activities.

Z. **WAIVERS:** LESSEE shall ensure that **no individual, whether a member of the Southeast Wyoming RC Club, an invitee, a participant in a sponsored event, or other authorized person, shall participate in any activity on the Leased Premises without signing an appropriate waiver and release of liability**, which waiver shall be duly dated and witnessed by an officer of the association. **WITUOUT WAIVER OF ABROGATION OF ANY REMEDY OR CAUSE OF ACTION, A FAILURE TO COMPLY WITH THIS SUBSECTION SHALL CONSTITUTE A MATERIAL BREACH OF THIS AGREEMENT**

1. Said release and waiver should be as reflected in Attachment 'B' to this agreement or a substantially similar and no less than fully encompassing and binding waiver, which in addition to its other contents should contain a release of Laramie County, its elected and appointed individuals, volunteers and employees. LESSEE shall further require all prospective members, to sign such waiver prior to acquiring membership status or being allowed access to or use of the property. LESSEE agrees to maintain copies of all executed waivers and allow access to COUNTY for review and copying purposes.
2. LESSEE, as material condition of this lease, shall retain copies of all executed waivers in a safe and secure location. LESSEE further agrees that COUNTY and/or its designated representatives may inspect and/or copy any or all of said waivers

AA. LESSEE shall notify COUNTY's Designee in writing as far in advance as possible,

and in any event no later than thirty (30) days in advance of all proposed race days, in order to facilitate usage of the complex wherein the Leased Premises are located. LESSEE shall also notify the Laramie County Events Director in order to minimize any preventable conflict with other activities in the Archer Complex. COUNTY RETAINS THE RIGHT TO WITHHOLD APPROVAL OF SUCH EVENTS IN ORDER TO AVOID CONFLICT WITH OTHER uses of the Archer property. COUNTY shall not unduly withhold approval of said race days and shall respond to LESSEE's notification within ten (10) business days of the receipt of LESSEE's notice or as soon as is reasonably possible.

BB. LESSEE may host races or events at the Leased Premises under the auspices of different promoters or entities. LESSEE's hosting of events at the Leased Premises under the auspices of different organizations, is permitted, **but shall not abrogate LESSEE's obligations and responsibilities pursuant to this lease agreement** including but not limited to provisions related to defense and indemnification.

V. COUNTY'S RESPONSIBILITIES

A. COUNTY shall have the right to make the following modifications in this Agreement upon written notice to LESSEE of not less than thirty (30) days:

1. Changes required by federal, state, or local law or rule or regulation.
2. Changes needed to reflect current standards in the industry or organizations governing or representative of the standards required or expected of the type of operations conducted by LESSEE on the property.
3. Changes mandated by LESSEE's failure to meet guidelines, regulations or standards set by COUNTY or the terms of this Agreement for the improvement, maintenance, construction and conduct of the RC Club operations, programs or facilities on the Leased Premises.

B. COUNTY reserves the right to inspect the Leased Premises, any fixtures or improvements thereto, and the manner and mode of LESSEE's operation of the facility, to determine compliance with all aspects of this Agreement, at any time and without notice.

C. In the event that COUNTY provides water and/or sanitary infrastructure to the edge of the leased LESSEE shall pay any and all fees required for tap fees, development fees and monthly service charges as may be required by the water or sewer provider or by COUNTY. During such times as COUNTY or its contractors or designees are engaged in development of, and construction upon, the Archer property, COUNTY shall make reasonable efforts to ensure no damage occurs to the Leased Premises, and that necessary access is maintained to the Leased Premises to enable LESSEE to continue operations.

D. COUNTY's only obligations to LESSEE are contained in the express language of this Lease Agreement and COUNTY will not provide LESSEE with any additional buildings or

space.

VI. SPECIAL PROVISIONS

A. LESSEE agrees that it intends to use the Leased Premises for the operation of a RC car track. LESSEE shall annually, or more frequently as requested by the County Commissioners, provide a written report on its operations, including but not limited to its financial condition, budget, expenses and outlays and income to the Laramie County Commissioners. LESSEE agrees to allow inspection by the county of its financial records upon request by the COUNTY or its designated agents with reasonable advance notice.

B. LESSEE further agrees to appear before the Laramie County Commissioners as requested, and in any event no less frequently than annually, to provide a written report of the operations and progress made by LESSEE in its utilization of the Leased Premises for the intended purpose. LESSEE agrees that the Laramie County Commissioners may modify the terms of this Agreement in order to compel or prohibit actions, improvements or changes in the operations on the part of LESSEE in the use of the Leased Premises.

C. LESSEE agrees and warrants that its use of the Leased Premises is conducted for the benefit of the general public. LESSEE agrees it will not discriminate against any person who wishes to participate in the activities on the Leased Premises because of race, color, gender, creed, disability, or national origin. LESSEE's fees, guidelines and rules for the use of the Leased Premises for its intended purpose shall not be set, created or enforced in such a manner as to exclude members of the public wishing to make use of the property. This clause shall not be interpreted to prevent LESSEE from setting rules and regulations in place for the safe and prudent operation of the facilities nor to prevent LESSEE from excluding or removing individuals not complying with said rules or otherwise violating law, the terms of this Agreement or applicable regulation or presenting a risk of harm to themselves or others.

E. LESSEE agrees to maintain financial, operational and construction records in accordance with generally accepted accounting principles, and to make such records available for inspection by the COUNTY at all reasonable times.

F. COUNTY reserves the right to negotiate alternate uses of the leased area with other providers during the course of this agreement. Any use of the leased area must be compatible with, coordinated with, and approved by the LESSEE. Said alternate use shall not interfere with the LESSEE's ability to use the area and shall not impact the facilities provided by the LESSEE without specific authorization from the LESSEE.

G. In the event that the lease area is annexed into the City of Cheyenne, the LESSEE agrees to abide and conform to any applicable provisions or regulations of the City.

VII. GENERAL PROVISIONS

A. Independent Contractor: The services, activities and operations to be performed by

LESSEE are those of an independent contractor and not as an employee of COUNTY. LESSEE and its agents or volunteers will be treated as an independent contractor for federal tax filing purposes. Neither LESSEE nor its agents or volunteers are eligible for Laramie County Employee benefits. LESSEE assumes responsibility for its personnel who provide services in relation to or pursuant to this Agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. LESSEE is free to perform the same or similar services for others.

B. Acceptance Not Waiver: COUNTY approval of the reports, work or activities furnished, conducted or provided pursuant to this Agreement shall not in any way relieve LESSEE of responsibility for its compliance with the terms of this Agreement. COUNTY approval or acceptance of, or payment for, any of the reports, work or activities 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.

C. 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 Lease Agreement; (b) by either party, with sixty (60) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties. If LESSEE should default under or violate the terms of this Agreement, COUNTY shall have the right, among others, to terminate this Agreement and to repossess the Leased Premises and cause LESSEE to vacate the leased premises in the manner provided by law. If legal action or other remedies are required by COUNTY in association with determination and/or repossession of the leased premises, LESSEE will pay COUNTY the expenses incurred in obtaining possession of the leased premises and all other damages sustained by COUNTY, including but not limited to, any reasonable attorney fees or costs, as a result of having taken such action.

D. Entire Agreement: This Lease Agreement, consisting of fifteen (15) pages, and the Attachments listed below, for a total of nineteen (19) pages, represent the entire and integrated agreement and understanding between the parties and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

Attachment A: Map describing a portion of the Archer property as "RC Track" (1 page)

Attachment B: Model Waiver/Release (1 page)

Attachment C: Insurance Requirements (2 pages)

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

G. 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.

H. 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 LESSEE 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.

I. Contingencies: LESSEE certifies and warrants no gratuities, kick-backs 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.

J. 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, disability, or national origin.

K. ADA Compliance: All parties agree they will not discriminate against a qualified individual with a disability, pursuant to 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.

L. 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.

M. Indemnification: **To the fullest extent permitted by law, LESSEE agrees to fully defend, 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, including attorneys' fees and expenses, arising from or in connection with this Agreement or arising from LESSEE's or its agents, volunteers and/or invitee's use of the Leased Premises.**

Further, LESSEE agrees to defend, 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 any hazardous substances present on the property as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601-9675 and 40 C.F.R. Part 302, as amended.

As provided herein, LESSEE is aware of the potential financial and legal obligations inherent in this indemnification. LESSEE shall carry liability insurance sufficient to cover its obligations under this provision, as set forth more fully in Paragraph IV (T) above.

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

O. Conflict of Interest: COUNTY and LESSEE affirm, to their knowledge, no LESSEE employee, volunteer or agent has any personal beneficial interest whatsoever in the Agreement described herein. No member of LESSEE, 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.

P. 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.

Q. Limitation on Obligations: COUNTY's obligations under this Agreement are conditioned upon the availability of funds which are appropriated or allocated for this obligation. If funds are not allocated and available for the continuance of the obligations the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify LESSEE 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 obligations due or for any damages as a result of termination under this provision.

R. 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.

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

T. Compliance with Laws: LESSEE shall comply with all applicable laws, regulations and ordinances, whether federal, state or local.

U. Ambiguity and/or Conflict: In the event any of the attachments hereto or subsequent writings or addenda between the parties are ambiguous or in conflict with this Agreement, the Agreement itself shall control.

**LEASE AGREEMENT BETWEEN LARAMIE COUNTY
and
SOUTHEAST WYOMING RC CLUB**

Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

SOUTHEAST WYOMING RC CLUB:

By: *Phil Powers* Date *3/14/25*
President

By: *Jana Schudemental* Date *3/14/25*
Secretary

REVIEWED AND APPROVED AS TO FORM ONLY:

By: *[Signature]* Date *3/20/25*
Laramie County Attorney's Office

ATTACHMENT A



ATTACHMENT C

Insurance Requirements for LESSEE

LESSEE agrees to procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages as outline below. All policies, endorsements, certificate, and/or binders shall be subject to approval by LARAMIE COUNTY. A lapse in any required insurance coverage during the period agreed upon in the contract shall be considered a breach of said contract. Further, LESSEE shall provide a Certificate of Insurance along with a copy of policy declarations with LARAMIE COUNTY before work/event commences.

MINIMUM SCOPE AND LIMIT OF INSURANCE

1. Commercial General Liability (CGL) including Employers Liability (EL): Insurance should be on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$1,000,000** per occurrence and a general aggregate limit of **\$2,000,000.00**.

2. Workers Compensation (WC): As required by the State of Wyoming, with Statutory Limits.

3. Professional Liability: Insurance appropriate to the LESSEE'S profession, with limits no less than \$1,000,000 per occurrence or claims, \$2,000,000 aggregate.

4. Additional Insured Status: LARAMIE COUNTY, its officers, officials, and employees, are to be named as additional insureds on the policy with respect to liability arising out of work or operations performed by or on behalf of the LESSEE including materials, parts, or equipment furnished in connection with such work or operations. Professional liability coverage can be evidenced in the form of an endorsement to the LESSEE's insurance.

5. Claims-Made Coverage: The retroactive date must be shown, and must be before the date of the contract or beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contracted work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, the LESSEE must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.

6. Automobile Liability: Limits no less that \$1,000,000 per accident for bodily injury and property damage related to any autos owned, hired, rented, and non-owned.

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to LARAMIE COUNTY.

For any claims related to this contract, **LESSEE's insurance coverage shall be primary insurance coverage** in respect to LARAMIE COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by LARAMIE COUNTY, its officers, officials, employees, or volunteers shall be excess of the LESSEE's insurance and shall not contribute with it.

LESSEE hereby grants to LARAMIE COUNTY a waiver of any right to subrogation which any insurer of said LESSEE may acquire against LARAMIE COUNTY by virtue of the payment of any loss under such insurance. LESSEE agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether LARAMIE COUNTY has received a waiver of subrogation endorsement from the LESSEE.

To the fullest extent permitted by law, LESSEE shall hold harmless, defend at its own expense, and indemnify LARAMIE COUNTY; its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees arising from all acts or omissions of LESSEE or its officers, agents, or employees in rendering services under contract with LARAMIE COUNTY; excluding such liability, claims, losses, damages, or expenses arising from LESSEE'S sole negligence or willful acts.

Self-insured retentions must be declared to and approved by LARAMIE COUNTY before work/event begins. LARAMIE COUNTY reserves the right to require LESSEE to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration and defense expenses within the retention.

Failure to provide LARAMIE COUNTY with original certificates, endorsements and policy declarations as required by this contract shall not waive the LESSEE's obligation to provide said coverage. LARAMIE COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time as well as the right to consult with the LESSEE's insurance agent regarding said relevant policy information.

LARAMIE COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.