

**ADDENDUM TO EZFACILITY'S MASTER SUBSCRIPTION AGREEMENT**  
**Laramie County/EZ Facility**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P. O. Box 608, Cheyenne, Wyoming 82003-0608, ("Customer") and EZFacility, Inc., 67 Froehlich Farm Blvd., Woodbury, New York 11797 (hereinafter, "Supplier").

**I. PURPOSE**

The purpose of this Addendum is to modify the Master Subscription Agreement of the EZFacility Subscription for the Laramie County Shooting Sports, 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. MODIFICATIONS**

**9. Charges & Payment of Fees:** The following language is stricken and replaced with the following bolded language:

~~If paying by check, invoice must be paid within 10 days of invoice receipt. After the 10th day, account will be suspended without further training until payment is received. Activation fees must be paid on day of contract signing.~~

**If paying by check, invoice must be paid within forty-five (45) days of invoice receipt, in accordance with W.S. § 16-6-602. After the 45<sup>th</sup> day, account will be suspended without further training until payment is received. Activation fees will additionally be paid within forty-five (45) days of contract signing.**

**15. Confidentiality:** This Section is modified as follows:

(a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes Customer Data; Supplier's Confidential Information includes the Subscription Services and information regarding features, functionality and performance of the Subscription Services; and Confidential Information of each party includes ~~the terms and conditions of this Agreement and all Order Forms (including pricing), as well as~~ business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any

information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

(b) **Protection of Confidential Information.** The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) and shall: (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. ~~Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its affiliate, legal counsel or accountants will remain responsible for such affiliate's, legal counsel's or accountant's compliance with this Section 14(b).~~

~~(e) **Compelled Disclosure.** The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.~~

(c) **Public Records.** Due to Customer's status as a governmental entity, the contents, terms and conditions of this agreement and addendum, and any order forms, including pricing terms, may be subject to disclosure under the Wyoming Public Records Act, W.S. § 16-4-201, et seq.

**17. Indemnification:** The language of subsection (b) of this Section is stricken and of no force and effect.

**20. Term and Termination:** The language of subsection (c) of this Section is modified to include the bolded language as follows:

(c) **Termination by Customer.** Customer has the right to terminate this Agreement if Supplier is in default of any term or condition herein, and fails to cure such default within thirty (30) days after receipt of written notice of such default or if Supplier becomes insolvent or any proceedings are to be commenced by or against Supplier under any bankruptcy, insolvency or similar laws or

**for any reason so long as Customer provides thirty (30) days written notice of termination to Supplier.**

Subsection (f) of this Section, Early Termination, is stricken and of no force and effect.

**22. Governing Law:** the language of this section is stricken out in its entirety and is replaced with the following:

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 Customer's governmental immunity as provided in this Agreement and Addendum.

**23. Dispute Resolution:** This section of the Agreement is stricken and of no force and effect.

#### **IV. ADDITIONAL PROVISIONS**

1. **Entire Agreement:** The Agreement (12 pages) and Addendum (4 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.

2. **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.

3. **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.

4. **Governmental/Sovereign Immunity:** Customer 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, Customer 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.

5. **Limitation on Payment:** Customer'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 Supplier, the Agreement may be terminated by Customer at the end of the period for which funds are available. Customer shall notify Supplier 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 Customer knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to Customer in the event this provision is exercised, and Customer 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 Customer to terminate this Agreement in order to acquire similar services from another party.

6. 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.

7. Compliance with Law: The parties agree that they 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

Vendor Name: EZFacility

By: Mike Sabel Date 8/4/21  
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By: [Signature] Date 8/4/21  
Laramie County Attorney's Office



# EZFacility

## ORDER FORM TO MASTER SERVICES AGREEMENT

1. Customer Information				
Account Name:Laramie County Shooting Sports		Contract Number: 00045620		
Database Name: Laramie County Shooting Sports		Subscription Fee Start Date:		
Contract Owner: Mike Sabel		Order Term: Yearly		
Contract Signee: Keith Tast		Offer Expiration Date:		
2. Subscription Services				
EZFacility Subscription Includes the Following Features:				
<ul style="list-style-type: none"> <li>• A web-based database, accessible anywhere with an internet connection</li> <li>• Continuous backup of your mission-critical business and financial data</li> <li>• Free and unlimited phone, web and ticket support with our highly trained support team</li> <li>• Free and unlimited upgrades each time new functionality is released</li> </ul>				
Unlimited Monthly Email Marketing Unlimited Prospects/Contacts Unlimited Administrative Users		Facility & Venue Scheduling Membership Management Point of Sale (POS)		Mobile Web Access Locker/Equipment Management Employee Time
Item	Description	Terms	MSRP	Total
EZFacility Premier Setup Fee	Dedicated Customer Success Coach Up to (6) 1-Hour Training Sessions Import of Existing Customer Contact Data Free Account Logo Sizing & Branding Online Merchant Account Integration		\$500.00	\$500.00
EZFacility Premier	Member Limit - 5000 Maximum Resources on Schedule - 30 MemberMe + Mobile Application	Monthly	\$439.00	\$439.00
<b>Total Annual Subscription Cost:</b>				<b>USD \$5,268.00</b>

*Additional Fee of \$50/month may apply for using a non-partner payment provider.*

**Sales Tax** may be applicable and applied to certain customers based on the business location.

**For Tax Exempt businesses-please email a copy of your tax exempt documentation to [billing@ezfacility.com](mailto:billing@ezfacility.com).  
Is your business Tax Exempt?**

**Vnc**

## Service Agreement

This Service Agreement (this "Agreement") is between EZFacility, Inc. ("we" or "EZFacility") and the customer who signs below ("you" or "Customer"). Each of the following documents is hereby incorporated by reference in this Agreement:

- I. Order summary attached.
- II. EZFacility's Master Subscription Agreement can be found at:  
<https://assets.ezfacility.com/docs/msa/us/master-subscription-agreement.pdf> as of the date of your signature below, including any addenda referenced therein (the "Master Subscription Agreement").
- III. EZFacility's Acceptable Use Policy can be found at:  
[https://sendgrid.com/email\\_policy](https://sendgrid.com/email_policy)

The individual signing represents to EZFacility that he or she is authorized to sign on behalf of Customer. Customer accepts the terms of the Order Summary, the Master Subscription Agreement, and any other document or terms referenced above (collectively, the "Service Agreement"). The Agreement constitutes the complete and exclusive agreement between the parties regarding the subject matter and supersedes and replaces any prior understanding or communication, written or oral.

Accepted by Customer

Keith Tast

**Laramie County Shooting Sports**

Accepted by EZFacility, Inc.

Mike Sabel

**Product Specialist**

### 1.Currency

USD

### 2.Professional Services

The following Professional Services will be provided with Activation & Setup: EZFacility will provide services for full database creation & setup, data migration and personalized training sessions. The number of training sessions provided is unlimited for initial setup. If customer requires additional training or database setup after the initial training and setup period, fees may apply at the prevailing rate.

### 3.Technical Support

- a. Contact Number: 1-877-358-7774
- b. Email: support@ezfacility.com
- c. Live Telephone and email support: 8:30AM – 6:00pm ET Monday-Friday Email and telephone are monitored beyond these hours by a technical support team member.

### 4.Email Marketing

Email Marketing Services. Customer desires, and Supplier agrees to provide, email marketing tools (the “Email Services”) in connection with the Subscription Services based upon and subject to the terms and conditions set out below.

#### Email Marketing Terms & Conditions

By clicking on the “I accept” box, you are indicating that you have read and agree to the Email Marketing Terms & Conditions the and that your use of the Subscription Services and any related products or services will be governed by this agreement. If you are entering into this agreement within the scope of your employment or engagement, then the term “Customer”, “Licensee” or “you” includes your employer, and you warrant that you are authorized to accept this agreement on your employer’s behalf.

I accept       I do not accept

### 5.Service Capacity

#### Service Capacity:

- Unlimited number of users
- Unlimited number of marketing emails (Subject to the usage guidelines described in the “Email Marketing Terms & Conditions”. EZFacility retains the right to limit the amount of marketing email that may be sent if use exceeds reasonable levels).

### 6.Minimum Requirements

Computer Hardware Equipment Requirements: Desktop or laptop computer with web browser (described in “Third Party Software Programs Required”). Mobile devices such as tablets and smart phones may not be fully supported.

Third Party Software Programs Required: Use of EZFacility requires a modern, standards-compliant browser that is kept up-to-date with new releases.

This Order Form is only valid and binding on the parties when executed by both parties and is contingent on Supplier and Customer executing Supplier’s form of Master Services Agreement, either in connection herewith or previously. This Order Form is subject to the terms and conditions of such Master Services Agreement. This Order Form will become effective when all the parties have signed it. The date this Order Form is signed by the last party to sign it (as indicated by the date stated or under that party’s signature) will be deemed the date of this Order Form.



## Account Details and Credit Card Information

Please enter the Account Details associated with this Agreement. This information is used for internal purposes only.

### Account Details

Business Name:	Laramie County Shooting Sports
Business Email:	shootingsports@laramiecounty.com
Address:	13802 Bullseye Blvd
Address 2:	
City:	Cheyenne
State/Province:	WY
Zip/Postal Code:	82009
Country:	USA
Business Phone Number:	307-775-7484
Website:	laramiecountywy.gov
Time Zone:	MST

### Contact Information

#### Administrative Contacts

These are the people within your organization that you authorize to make security related changes to your account.

	Primary	Secondary
Name	Keith Tast	Brad Alexander
Title	Shooting Sports Director	IT Director
Email Address	ktast@laramiecounty.com	itd@laramiecounty.com
Phone Number	307-775-7484	307-633-4281

## Billing Contacts

These are the people within your organization that we should contact in the event of credit card/billing issues.

	Primary	Secondary
Name	Keith Tast	Brad Alexander
Title	Shooting Sports Director	IT Director
Email Address	ktast@laramiecounty.com	itd@laramiecounty.com
Phone Number	307-775-7484	307-633-4281

## EZ Expert

This person will be the main point of contact during the on-boarding process and will be responsible for completing the product training along with supplying all of the information EZFacility needs to complete the setup of your Database. The EZ Expert must attend all training sessions.

	Primary
Name	Dominic Davis
Title	Assistant Director IT
Email Address	ddavis@laramiecounty.com
Phone Number	307-633-4482

## Payment Authorization & Information

Please choose the frequency and method for which you would like to be billed below. By making this selection, you acknowledge that the one-time setup fee and subscription fee will be billed in this way.

- Monthly by CreditCard       Annually by Credit Card       Annually by Check

## Payment by Credit Card

If paying by Credit Card, please enter your information below. I hereby authorize EZFacility, Inc. to charge my one-time setup fee and my software subscription fees to my:

**Card Type**

Visa

MasterCard

American Express

N/A

Card Number

.....

Expiration Date

Security Code

Name on Card

Billing Address

City

State/Province

Zip/Postal Code

## Payment by Check

If paying annually by Check, please enter the name and email address of the person who should receive the invoice. Please note all invoices are due upon receipt.

Name

Kandy Bassett

Email Address

itd@laramiecounty.com

Accepted by Customer:

Accepted by EZFacility, Inc.

*Mike Sabel*

**Name:** Keith Tast

**Company:** Laramie County Shooting Sports

**Name:** Mike Sabel

**Title:** Product Specialist