

**CONTRACT FOR USE OF COUNTY MOTORSPORTS PARK FOR DEMOLITION
DERBY AND MOTORCYCLE BARREL RACING
LARAMIE COUNTY, WYOMING / ROCKY MOUNTAIN DERBY PROMOTIONS**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Rocky Mountain Derby Promotions, P.O. Box 154, Berthoud, CO 80513 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Agreement is to set forth the terms and conditions by which CONTRACTOR shall present the Demolition Derby and Motorcycle Barrel Racing at the Archer Complex's Motorsports Park. Additional terms and conditions are set forth in Attachment 'A', attached hereto and incorporated fully herein by this reference.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties to this Agreement, and shall remain in full force and effect until completely performed.

III. RESPONSIBILITIES OF COUNTY

COUNTY shall pay CONTRACTOR fourteen thousand six hundred dollars (\$14,600). Payment will be made upon receipt of the CONTRACTOR'S invoice to the COUNTY. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

All ticket sales shall be conducted by COUNTY. All ticket sale revenue shall be retained by COUNTY. COUNTY shall conduct reasonable efforts to secure event sponsorships. COUNTY shall retain all sponsorship revenue.

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in Attachment 'A', attached hereto and fully incorporated herein.

B. CONTRACTOR agrees to retain all required records for three (3) years after the County makes final payment and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, data or reports, prepared by CONTRACTOR under this contract shall be considered the property of the

or reports, prepared by CONTRACTOR under this contract shall be considered the property of the COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for the convenience of the COUNTY, will be turned over to the COUNTY.

V. GENERAL PROVISIONS

A. The terms of this Agreement shall commence and be binding upon the parties when the last signature is affixed to this Agreement, and final approval and granting of the application is made by the COUNTY. No use of facilities or grounds shall take place in the absence of approval. The terms of this application and agreement shall remain in full force and effect until all obligations are fully performed or it is terminated as provided herein.

B. CONTRACTOR shall use only those parts of the facilities and/or grounds applied for and essential for the use. CONTRACTOR's use of facilities and grounds shall occur only with the agreement and acquiescence of the COUNTY and take place in such a manner as shall not interfere with the use of buildings and grounds by the COUNTY.

C. CONTRACTOR is responsible for and shall pay to repair all damage caused by its employees, volunteers, agents, participants or invitees to any fixtures, equipment, facilities and/or grounds as a result of the use.

D. CONTRACTOR shall clean, if necessary, all areas of any facilities and/or grounds which are used pursuant to this Agreement and shall leave the building(s) and/or grounds in the state it was prior to the commencement of the use. Failure of CONTRACTOR to clean areas of the buildings and/or grounds to the satisfaction of the COUNTY shall result in an assessment of costs to CONTRACTOR for any necessary cleaning. The COUNTY reserves the right to request and receive an appropriate security and or cleaning deposit from CONTRACTOR. In the discretion of the COUNTY Staff, costs for any repairs or cleaning required may be deducted from said deposit.

E. CONTRACTOR agrees that the use of county buildings and grounds shall be in accord with any applicable law or regulations state, local or federal.

F. CONTRACTOR agrees that in the event any hazardous or potentially hazardous activities are contemplated in CONTRACTOR's use of the facilities, the CONTRACTOR shall obtain waivers and/or releases of liability from any and all participants in the activities. Said waiver shall contain, at a minimum, the following language (F)(1) below and said waivers are subject to the approval of the COUNTY prior to use of the facilities. Copies of all signed waivers shall be provided to the COUNTY Staff. This requirement does not, in anyway, abrogate the requirement for indemnification herein, abrogate the invocation of sovereign immunity herein, eliminate any requirement imposed by COUNTY for proof of sufficient insurance, nor modify or abrogate any defenses or immunities provided by law including but not limited to W.S 1-1-121 et seq. as amended or 1-1-118 as amended:

(1) Minimum language required in any waiver or release of liability appears below: CONTRACTOR should note that this language releases only the COUNTY. CONTRACTOR is advised to consult with counsel in the creation of any release and in matters of liability.

Example of Release Form:

REQUEST TO PARTICIPATE AND RELEASE

I hereby request permission to participate in (description of activity). I understand that participation in such activities 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 (description of activity), I do hereby, for myself, my heirs, personal representatives and assigns release and discharge the Laramie County Events Department and Laramie County, its elected and appointed officials, their employees 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 Signature _____ Date _____

Parent or Guardian of Participant (if applicable) _____ Date _____

(2) Hazardous activities include but are not limited to any sport or activity whether involving animals or equipment which carries an inherent risk of injury, property destruction or death. The CONTRACTOR agrees that decisions by the COUNTY or COUNTY Staff to require or not to require the execution of submission of waivers do not abrogate any immunities or defenses provided by law. The COUNTY and COUNTY staff have complete discretion in the decision to require or not require the execution and submission of waivers in connection with any event.

G. Default: Each and every term and condition hereof shall be deemed to be a material element of the Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default thereof.

H. Independent Entities: COUNTY and CONTRACTOR are independent entities and their employees, volunteers, participants or invitees are not to be considered agents or employees of the other. Actions performed by CONTRACTOR pursuant to this agreement are those of an independent agent and not those of an employee of the COUNTY.

I. Entire Agreement: This Agreement represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements whether written or oral.

J. Assignment: This Agreement, and any rights or obligations here under shall not be assigned or delegated by a party without the prior written consent of the other party.

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

L. Invalidity: The parties mutually understand and agree this Application and Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any provision of this Application and 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 Application and Agreement are fully severable.

M. Venue: If any dispute arises between the parties from or concerning this Application and Agreement or the subject matter hereof, any suit or proceedings at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. Nothing in this clause shall be interpreted or construed to waive COUNTY's assertion of governmental immunity.

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

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

P. 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.

Q. Governmental Immunity: COUNTY does not waive its governmental immunity provided by any law, including W.S § 1-39-101 et seq., by entering into and/or granting this

Application and Agreement and COUNTY fully retains all immunities and defenses provided by law with regard to any action based upon this Agreement. Further, the COUNTY does not waive its governmental immunity under contract, tort or any other applicable theory of law by entering into or granting this Application and Agreement.

R. Force Majeure: Neither party shall be liable to perform under this Application and 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 embargos, 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. The parties further agree that if a party fails to perform due to any COVID-19 related and other state or local restrictions in place at the time of an event or performance, any deposits or payments made by the CONTRACTOR up to the time of cancellation will be refunded. Refund amounts will be calculated based on whether COUNTY expended any funds in preparation for the cancelled events.

S. Notices: All notices required and permitted under this Application and 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 to such party. A party may change its address for notice hereunder by giving written notice to the other party.

T. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless Laramie County and its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Agreement. In granting this Agreement, Laramie County may, in its sole discretion, require CONTRACTOR to show proof of insurance sufficient to cover CONTRACTOR's obligations pursuant to this clause. No use of buildings or grounds may commence until Laramie County Risk Management has reviewed and approved the insurance coverage obtained or provided by CONTRACTOR.

U. Third Party Beneficiary: 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. The parties to this Agreement intend and expressly agree that only parties' signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of it, or to bring action for its breach. This provision is not intended to waive the County's governmental immunity in any way and shall not be construed to waive said governmental immunity in any way.

V. Termination: This Agreement may be terminated (a) by any party at any time for failure of another party to comply with the terms and conditions of this agreement; (b) by the COUNTY with fifteen (15) days prior notice to all other parties; or (c) upon mutual written

agreement by all parties.

W. Availability of Funds: The COUNTY's obligation under this Agreement are conditioned upon the availability of funds which are appropriated or allocated for such obligations. If funds are not allocated and available for the continuance of said obligations the Agreement may be terminated by the COUNTY at the end of the period for which funds are available. No penalty shall accrue to the COUNTY in the event this provision is exercised, and the COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

X. Compliance with Law: Both parties shall fully adhere to all applicable local, state and federal laws.

Y. Understanding and Acceptance: By their execution each party certifies it has read and understood this Agreement, warrants its authority to be bound by this Agreement and agrees to be bound by the terms hereof and have the authority to execute and bind.

AA. Successors and Assigns: The parties agree all covenants, agreements; conditions and terms contained in this Agreement shall be binding upon, apply and inure to the benefits of the successors and assigns of the respective parties hereto.

BB. Conflicts: In the event of any conflict between this Agreement and any Attachment to this Agreement, the terms of this Agreement control.

CC. Insurance: The CONTRACTOR shall obtain insurance, and provide certificates and policies, to the COUNTY's satisfaction and subject to requirements substantially similar to those set out in Attachment 'B', Insurance Requirements, which is attached and incorporated herein by reference.

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CONTRACTO FOR USE OF COUNTY MOTORSPORTS PARK FOR DEMOLITION
DERBY AND MOTORCYCLE BARREL RACING
LARAMIE COUNTY, WYOMING / ROCKY MOUNTAIN DERBY PROMOTIONS

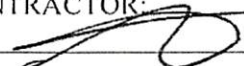
Signature Page

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

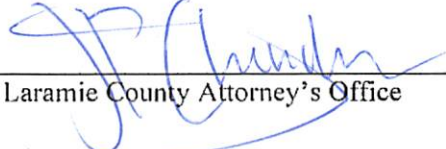
ATTEST:

By: _____ Date _____
Laramie County Clerk

CONTRACTOR:
By:  _____ Date 05-19-2022

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5/23/22
Laramie County Attorney's Office

Attachment A

Fee Structure & Payment Schedule

A. Fee Structure

COUNTY to pay CONTRACTOR for the cost of the event in the sum of \$16,000.

Key Points

- A. Ticket Sales**
 - a. All ticket sales will be conducted by Laramie County
 - b. All ticket sale revenue shall be retained by Laramie County
- B. Sponsorships**
 - a. Laramie County will conduct event sponsorship efforts and retain revenue

Laramie County to Provide:

- A. Event Venue**
- B. Management of all ticketing operations**
- C. Creation of advertising materials and coordination of marketing efforts**
- D. Restroom Facilities**
- E. Trash Cans/Dumpsters & staff to service them**
- F. All food & beverage service**
- G. Seating (2,000 capacity)**
- H. Track set up and equipment (skid)**
- I. Audio system**
- J. Emergency Services (Medical, Police, Fire)**
- K. Acquisition of event sponsorships**
- L. Ensure compliance with any state and/or federal regulations or orders**

CONTRACTOR to Provide:

- A. Management of all Demolition Derby production**
- B. (3) Rounds of demolition derby competition and kids power wheels demo derby**
- C. Provide the necessary personnel to conduct event properly and safely**
- D. Distribute and collect entry forms, collect and accounts for entry fees, car removal rebates and payback**
- E. Distribute purse in the amount of \$8,000**
- F. Enforce the rules and regulations governing the conduct of the Demolition Derby**
- G. Furnish all trophies and awards as necessary**
- H. Remove all Demolition Derby cars, debris, and litter from Motorsports Park, including pit area**
- I. Furnish car removal loader during show**

Attachment B: Insurance Requirements

Insurance Requirements for CONTRACTOR

CONTRACTOR 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, CONTRACTOR shall provide a Certificate of Insurance along with a copy of policy declarations with LARAMIE COUNTY before work/event commences.

CONTRACTOR is able to go to <https://www.intactspecialty.com/entertainment#> to get a free quote through TULIP by following these steps:

- Click on *Get a Free Quote*
- Enter Laramie County in *Search for Your Venue*
- Select your desired venue and complete the first three (3) steps
- If CONTRACTOR proceeds with purchasing insurance through TULIP, LARAMIE COUNTY will automatically receive the required Certificate of Insurance

MINIMUM SCOPE AND LIMIT OF INSURANCE

1. **Commercial General Liability (CGL) including Employers Liability (EL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence, with a general aggregate of \$4,000,000, Workers Compensation insurance as required by the State of Wyoming and including Stop Gap providing Employers Liability insurance with limit no less than **\$2,000,000** per accident for bodily injury or disease. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) and the general aggregate limit shall be twice the required occurrence limit.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1) with limits no less than **\$2,000,000** per accident for bodily injury and property damage.

3. **Workers Compensation (WC):** As required by the State of Wyoming, with Statutory Limits. If the CONTRACTOR maintains broader coverage and/or higher limits than the minimums shown above, LARAMIE COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to LARAMIE COUNTY.

4. **Additional Insured Status: LARAMIE COUNTY, its officers, officials, employees, and volunteers are to be named as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including

materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be evidenced in the form of an endorsement to the CONTRACTOR's insurance (endorsement at least as broad as ISO Form CG 20 10 11 85 or, if not available, through addition of either CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later edition is used).

5. On Going Operation Endorsement: LARAMIE COUNTY, its officers, officials, employees and volunteers are to be named as additional insureds with respect to claim, loss or liability which may arise from ongoing operations performed by CONTRACTOR, its officers, agents, or employees, and if such claim is determined to be the negligence or responsibility of CONTRACTOR.

6. Drone/Unmanned Aircraft System: Owner/Operator of any drone or unmanned aircraft system shall maintain aviation/rider liability coverage with limits of no less than \$2,000,000 general aggregate limit that includes coverage to property damage and bodily injury.

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, **CONTRACTOR's insurance coverage shall be primary insurance coverage** at least as broad as ISO CG 20 01 04 13 as respects 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 CONTRACTOR's insurance and shall not contribute with it.

CONTRACTOR hereby grants to LARAMIE COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against LARAMIE COUNTY by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not LARAMIE COUNTY has received a waiver of subrogation endorsement from the CONTRACTOR.

To the fullest extent permitted by law, CONTRACTOR 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 CONTRACTOR or its officers, agents, or employees in rendering services under contract with LARAMIE COUNTY; excluding such liability, claims, losses, damages, or expenses arising from CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR'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 CONTRACTOR's insurance agent in regards to 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.