

**LEASE AGREEMENT BETWEEN LARAMIE COUNTY  
and  
LARAMIE COUNTY RIDERS' ASSOCIATION**

THIS LEASE AGREEMENT is made and entered into by and between Laramie County, Wyoming, 310 W. 19<sup>th</sup> St., Cheyenne, Wyoming 82001 ("COUNTY"/"LEASOR"), and Laramie County Riders' Association, P.O. Box 1471, Cheyenne, Wyoming 82003-1471 ("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 6<sup>th</sup> PM, Laramie County, Wyoming (hereinafter referred to as the "Archer Property"). Pursuant to the terms herein, COUNTY is willing to lease, to LEASEE a portion of the property (hereinafter referred to as the "Leased Premises," the "Premises" or the "property") for the purposes of operating a Motocross track, with the exclusion of the area denoted by Attachment 'C' as water quality control pond (See Attachment A, map, and Attachment B, survey.) "Motocross" shall not be interpreted to mean solely, 2 wheeled motorcycles but may also include vehicles such as "quads," "four-wheelers," "ATVs" or "UTV's." All such vehicles and their operation 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 BOCC or their designee and shall have the authority and responsibility for the enforcement of the terms of this Agreement. For the term of this agreement, the designee shall be the Laramie County Director of Public Works 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 will immediately, upon execution of this agreement make contact with the Laramie County Planning Department and initiate and complete the appropriate site plan process required for this use of the leased premises. This will include compliance by the LESSEE with any requirements imposed under 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 January 31, 2019. LESSEE shall have the option to renew this Agreement for *up to* an additional five (5) years, subject to termination and/or modification as described herein. 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, sufficient progress in the creation of facilities and the operation of a viable and lawful Motocross facility on the Leased Premises, participation in an Archer Maintenance District, payment of fees, dues and taxes related to the operation of the facility within the Archer Complex, coordination of events, operation and maintenance of the Motocross facility in accordance with procedures, rules and bylaws of any established maintenance agency.

## **III. PAYMENT**

### **A. UTILITIES:**

1. LESSEE shall arrange for the provision of utility services, and 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. LEASEE agrees that COUNTY makes no representations or warranties as to the revision of any utility services and in all cases, any utility services that are installed or maintained by COUNTY shall come only to the border of the Leased Premises.

2. LESSEE shall reimburse COUNTY for all initial fees and charges by utility providers and on a monthly basis 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.

3. LESSEE shall submit a construction plan for any proposed utility installations to the COUNTY for approval prior to initiation of any utility installation or construction. COUNTY approval of said plans shall be a condition precedent to installation or construction of utilities on the leased premises. Utility installation shall be underground.

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

5. As of the date of the execution of this lease in 2018, water is currently provided near the boundary of the leased premises in a "stand pipe." LESSEE will be able to make use of this facility in the manner of prior leasees, with the exception that prior to commencing such use after the execution of this agreement, the COUNTY will attach, and LESSEE will make use of, a meter on this water source. Initially, the metering of the water will be done solely for data collection purposes, but in the discretion of the COUNTY, and in accord with the foregoing provisions, a rates for water usage may be set.

**B. LEASE FEES:**

1. As consideration, LESSEE shall pay COUNTY a fee of ten dollars (\$10.00) annually for use of the leased premises through January 31, 2019, and as additional consideration, shall provide motocross recreational opportunities in Laramie County. Payment must be received on or before February 28<sup>th</sup> of each year, beginning with 2018. 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 20<sup>th</sup> Street, Cheyenne, Wyoming.

2.

At the discretion of the COUNTY, the LESSEE 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 will 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. PROPERTY TAXES:**

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 motocross track, 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 the road currently designated as Thunder

Road. 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 LEASOR 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 Lease Premises is limited to individuals who are allowed to enter the area. LESSEE further agrees that if such fence does not reasonably assure limited access, the LESSEE shall construct a different fence in order to achieve said purpose.

2. LESSEE further agrees that the entrance gate on to the Leased Premises shall remain locked, and **that only members and other authorized users may be provided with 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, or the 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 Motocross track in accord with all applicable national or industry standards including, but not limited to those set by the American Motorcyclist Association, Inc., as may be amended from time to time.

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 in the sole discretion of the Director after consultation with LEASEE. 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 the months of September through April: the facility may be open, and the track in use, from 8:00 a.m. to 7:30 p.m.;

b. During the months of May and August, the facility may be open, and the track in use, from 8:00 a.m. to 8:00 p.m.;

c. During the months of June and July, the facility may be open, and the track in use, from 8:00 a.m. to 8:30 p.m.

d. 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.

e. 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, and that the gates to the Leased Premises be locked at 10:00 p.m. on any night during which camping is permitted

2. LESSEE agrees to maintain dust control on a daily basis by Laramie County Riders' Association on-site personnel. 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.

4. The construction of permanent restroom facilities by LESSEE, is a matter which will be strongly considered by COUNTY in its decision as to whether or not this lease shall be extended. LESSEE agrees and understands that it must comply with all County planning, zoning and building code regulations in the construction of any permanent restroom facilities, including the requirement for a site plan. In the event that LEASEE successfully completes construction of permanent restroom facilities and/or is engaged in the process of construction of same, COUNTY will engage in negotiations with LESSEE in regard to the establishment of the extension of any water and/or sewer services needed for said construction and the allocation of costs and responsibilities for such infrastructure.

1. The parties to this lease understand and agree that permanent restroom facilities in this area of the Archer complex are a desirable addition to the infrastructure. Both parties further agree that discussions may be initiated to allow participation of other entities, as well as Laramie County, in a joint effort to establish such facilities.

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 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 motocross 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.

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 motocross operations conducted by LESSEE may be grounds for the termination of this Agreement.

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 to obtain and maintain adequate insurance covering all aspects of its operation on the Leased Premises. The amounts of insurance required shall be determined by COUNTY. LESSEE shall provide a copy of the current, in-force policy, including the declarations page and all endorsements, to COUNTY prior to each lease year. 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.

S. 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.

T. LESSEE agrees that any individual who violates any track rule or regulation shall have his or her membership suspended, and shall be required to return any keys allowing access to the Leased Premises.

U. LESSEE shall ensure that a competent adult representative of the Laramie County Riders' Association shall be present and on the Leased Premises functioning in a supervisory capacity during all hours of operation while people are riding.

V. LESSEE shall ensure that no individual, whether a member of the Laramie County Riders' Association, 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. Said release and waiver should be as reflected in Attachment 'D' 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.

W. LESSEE shall notify COUNTY in writing as far in advance as possible, and in any event no later than ninety (90) days in advance, of all proposed race days, in order to facilitate usage of the complex wherein the Leased Premises are located. In the 2018 lease year, notice shall be provided simply as far in advance as possible. LESSEE may host races at the Leased Premises under the auspices of different promoters through the American Motorcycle Association. 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.

## **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 motocross 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. 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 motocross 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 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. In the event the Laramie County Commissioners find, at any time, that LESSEE has not made sufficient progress in funding or in other activities and/or that its operations, progress or use of the Leased Premises represent less than full utilization of the property for its intended purpose, or that the operations of the motocross track have become injurious to the general welfare of the citizens of Laramie County in any manner, this Agreement may be terminated by COUNTY.

B. 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.

C. 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.

D. County reserves the right to negotiate alternate uses of the lease 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.

E. In the event that the lease area is annexed into the City of Cheyenne, the LESSEE agrees to abide and conform to any 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 this should occur, LESSEE will pay COUNTY the expenses incurred in obtaining possession of the leased premises and all other damages sustained by COUNTY as a result of having taken such action.

D. **Entire Agreement:** This Lease Agreement, consisting of thirteen (13) pages, and the Attachments listed below, 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 "Motocross" (1 page)

Attachment B: Survey (2 pages)

Attachment C: Survey of area of Premises and specifically of Water Quality Pond

Attachment D: Model Release and Waiver

E. **Assignment:** Neither this Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party. 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, individual, association or entity for any use without prior written approval by the COUNTY. LESSEE understands and agrees that such approval, if granted in the sole discretion of COUNTY, may be

conditioned upon any requirements the COUNTY determines necessary 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.

F. 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. LESSEE shall carry liability insurance sufficient to cover its obligations under this provision, as set forth more fully in Paragraph IV R 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 of 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 are ambiguous or in conflict with this Agreement, the Agreement itself shall control.

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**LEASE AGREEMENT BETWEEN LARAMIE COUNTY  
and  
LARAMIE COUNTY RIDERS' ASSOCIATION**

**Signature Page**


**LARAMIE COUNTY, WYOMING**


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

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

**LARAMIE COUNTY RIDERS' ASSOCIATION**

By:  Date 4-11-18  
President

By:  Date 4 April 18  
Secretary

**REVIEWED AND APPROVED AS TO FORM ONLY:**

By:  Date 4/11/18  
Laramie County Attorney's Office