



Wow Factor Attractions, LLC Booking Agreement

This agreement is made on January 9th, 2019 between

Laramie County Fair

and

Wow Factor Attractions - Colorado, LLC

243 E Ohio Drive

Pueblo West CO 81007

(719) 334-7141

dusty@wowfactorattractions.com

This hereby engages Wow Factor Attractions – Colorado, LLC (WFA) to provide the Service generally described below under the following terms:

The date and time of the Service are:

AUGUST 3-9 2018

between the hours of operation 11am-7pm

(Does not include set up and tear down times)

The Service shall take place at:

Archer Complex

Cheyenne, WY

The general description of the Service is:

KIDS ZONE

WFA will provide the following -

5 Inflatable Attractions

Laramie County Fair shall provide space, power, water adequate parking spaces and entrance passes for WFA.

WFA will be responsible for providing and operating the attractions under the following pay table.

5 ATTRACTIONS BREAKDOWN

	ATTRACTION 1	ATTRACTION 2	ATTRACTION 3	ATTRACTION 4	ATTRACTION 5	DAY TOTAL
08/03/18	\$500	\$500	\$500	\$500	FREE	\$2000
08/04/18	\$500	\$500	\$500	\$500	FREE	\$2000
08/05/18	\$500	\$500	\$500	\$500	FREE	\$2000
08/06/18	\$500	\$500	\$500	\$500	FREE	\$2000
08/07/18	\$500	\$500	\$500	\$500	FREE	\$2000
08/08/18	\$500	\$500	\$500	\$500	FREE	\$2000
08/09/18	FREE	FREE	FREE	FREE	FREE	FREE
					GRAND TOTAL:	\$12,000.00

*Laramie County Fair will be responsible for this payment arrangement under all circumstances including inclement weather, inability to run do to hazardous unsafe conditions, inability to run do to power outages, etc.

**In the event of any breach of contract by either party, Laramie County Fair shall remain responsible for payment of services rendered up to time of breach.

-WFA will conduct business in a respectable manor while always adhering to the rules and regulations or Laramie County Fair.

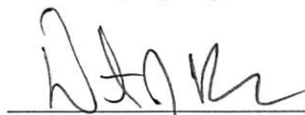
-WFA will provide a family friendly environment with top notch equipment that is physically appealing, well maintained, sterilized continuously and welcoming to all guests.

-Laramie County Fair shall be entitled to use the names, likenesses, and other promotional materials provided by Wow Factor Attractions for the purpose of promoting the Attractions and attracting attendees.

-WFA will provide insurance for the attractions in compliance with state minimums. WFA shall provide this insurance once additionally insured names are provided by Laramie County.

-WFA will provide staff adequate to allow all attractions to run throughout contracted times.

- Any amendments made to this contract by either party shall be reviewed and signed by both parties.
- By signing below both parties agree to the terms and conditions of this contract.



Wow Factor Attractions signature

DUSTIN J BERMUDEZ

Rep name

10 JAN 2019

date

City/Event signature

Rep name

date

**ADDENDUM TO AGREEMENT BETWEEN
WOW FACTOR ATTRACTIONS AND LARAMIE COUNTY FAIR**

THIS ADDENDUM is made and entered into by and between the Laramie County Fair, 3967 Archer Parkway, Cheyenne, WY 82009 ("FAIR") and Wow Factor Attractions, LLC 243 E Ohio Drive, Pueblo West, CO 81007 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Booking Agreement set out as Exhibit A (hereinafter "Agreement") intended to provide inflatable attractions and recreational activities to the FAIR as described in the Agreement.

II. TERM

This Addendum 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 the Agreement and Addendum are completely performed or are terminated as provided herein.

III. RESPONSIBILITIES OF FAIR

FAIR shall pay CONTRACTOR as provided in Exhibit A. No payment shall be made before the last signature is affixed to the Agreement and this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide the services described in the Agreement, which is attached and fully incorporated herein by reference, as modified by this Addendum.

B. CONTRACTOR shall require each participant, or parent or guardian of a participant under the age of eighteen (18), to complete a properly executed "REQUEST TO PARTICIPATE AND RELEASE" (attached Exhibit B) and shall retain and provide the original executed documents to the FAIR at the conclusion of the activity.

V. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of FAIR. CONTRACTOR is not eligible for Laramie County Fair Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR assumes responsibility for its personnel who provide services pursuant to this contract and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is

free to perform the same or similar services for others.

2. Entire Agreement: The Agreement (Exhibit A—2 pages), this Addendum (4 pages), Insurance Requirement, (attached Exhibit B 3 pages), and the “REQUEST TO PARTICIPATE AND RELEASE” (attached Exhibit C), represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersede all prior negotiations, statements, representations and agreements, whether written or oral.

3. Assignment: Neither this Agreement and Addendum, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

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

5. 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 agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; (c) pursuant to the terms of the Agreement; or (d) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Agreement or Addendum is held invalid or unenforceable by any court of competent jurisdiction, or if the FAIR 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 the provisions of this Agreement and Addendum are fully severable.

7. Applicable Law and Venue: The parties mutually understand and agree that 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 FAIR's governmental immunity as provided in this Agreement and Addendum.

8. 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.

9. 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.

10. Governmental/Sovereign Immunity: FAIR 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, FAIR 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.

11. Third Parties: The parties do not intend to create in any other individual or entity the status of third party beneficiary, and this Agreement and Addendum shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement and Addendum shall operate only between the parties to the Agreement and Addendum, and shall inure solely to the benefit of the parties to this Agreement and Addendum.

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless FAIR, 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 work performed by or on behalf of CONTRACTOR for FAIR except to the extent liability is caused by the sole negligence or willful misconduct of FAIR or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide FAIR with proof of such insurance. CONTRACTOR'S insurance shall satisfy the requirements of Exhibit 4, which is attached and incorporated here by reference.

13. Conflict of Interest: FAIR and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the agreement described herein. No staff member of CONTRACTOR, 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.

14. Force Majeure: Neither party shall be liable to perform under this Agreement and Addendum 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.

17. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Agreement, the provisions of this Addendum shall control.

18. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

**ADDENDUM TO AGREEMENT BETWEEN
WOW FACTOR ATTARCTIONS AND THE LARAMIE COUNTY FAIR**

Signature page


LARAMIE COUNTY

By: _____ Date _____
Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date _____
Clerk, Laramie County

CONTRACTOR: WOW FACTOR ATTRACTIONS

By:  _____ Date 28 JAN 2019
DUSTIN BERMUDEZ

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

REVIEWED AND APPROVED AS TO FORM ONLY:

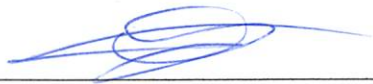
By:  _____ Date 3/8/19
Gladys Ayokosok, Deputy Laramie County Attorney

Exhibit A
Insurance Requirements for VENDORS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his agents, representatives, employees, or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** 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 **\$1,000,000** per occurrence, and including Stop Gap providing Employers Liability insurance with limit no less than **\$1,000,000** 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) or the general aggregate limit shall be twice the required occurrence limit.

CONTRACTOR will confirm with insurance broker that all activities advertised or performed are covered under policy without exclusion. CONTRACTOR will purchase Legal Liability to Participants coverage for persons agreeing to participate with audience or to interact with CONTRACTOR.

2. **Automobile Liability:** Insurance Services Office Form Number CA 00 01 covering any auto (Code 1) or, if CONTRACTOR has no owned autos, covering hired (Code 8) and non-owned autos (Code 9) with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3. **Umbrella or Excess Liability:** CONTRACTOR may achieve required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in same or greater coverage as required in paragraphs 1 and 2 above, and in no event shall any excess or umbrella liability insurance provide narrower coverage than primary policy. Excess policy shall not require exhaustion of underlying limits only through actual payment of underlying insurers.

4. **Workers Compensation** 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, the COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by the CONTRACTOR.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The COUNTY, its officers, officials, employees, and volunteers are to be covered 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 provided in the form of an endorsement to the CONTRACTOR's insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38 and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **CONTRACTOR's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that **coverage shall not be cancelled, except with notice to the COUNTY.**

Waiver of Subrogation

CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONTRACTOR 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 effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the CONTRACTOR.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the 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.

Acceptability of Insurers

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

Verification of Coverage

CONTRACTOR shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable insurance language effecting coverage required by this

contract. All certificates and endorsements are to be received by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONTRACTOR's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Peter Bogolin 1405 Elizabeth St Dekalb, IL 60115	CONTACT NAME:	
	PHONE (A/C, No, Ext): 630-674-6176	FAX (A/C, No):
	E-MAIL ADDRESS: pbusg@outlook.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: United States Fire Insurance	
	NAIC # 21113	
INSURED SPORTS AND RECREATION PROVIDERS ASSOCIATION (PURCHASING GROUP) AND ITS PARTICIPATING MEMBERS: Wow Factor Attractions LLC 10297 Sunset Gardens DR Las Vegas, NV 89135	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** USS309747 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			USS309747	05/02/2018 12:01 AM	05/02/2019 12:01 AM	GENERAL AGGREGATE	\$2,000,000.00
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						PRODUCTS - COMP/OP AGG	\$2,000,000.00
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						PERSONAL & ADV INJURY	\$1,000,000.00
							EACH OCCURRENCE	\$1,000,000.00
							FIRE DAMAGE (Any one fire)	\$300,000.00
							MED EXP (Any one person)	\$5,000.00
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Each accident)	\$
	ANY AUTO						BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	HIRED AUTO						PROPERTY DAMAGE (Per accident)	\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	EXCESS LIAB						AGGREGATE	\$
	DED							
	RETENTION \$							
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$
							EACH OCCURRENCE	\$
							GENERAL AGGREGATE	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Inflatable balls/inflatables

Additional Insured:

CERTIFICATE HOLDER**CANCELLATION**Wow Factor Attractions, LLC
674 Holland Heights Ave.
Las Vegas, NV 89123

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE