



RJ's Amazing Entertainment, LLC
 P: 970.377.0093 E: Events@KidsFunPartyIdeas.com
 A: 2870 Kyle Circle Loveland Co 80537

ENTERTAINMENT SERVICES CONTRACT

CONTRACT DATE: March 8, 2019

EVENT ID: 1117

Payment Terms: 50% retainer to confirm -
 Final balance due 2 weeks prior to event
 date

Digital signature due 5
 days after contract date

EVENT SPECIALIST: Terry Ned

CLIENT / EVENT INFORMATION

CLIENT NAME: William Luna
 ORGANIZATION: Laramie County Fair
 EMAIL: wluna@laramiecountyfair.com
 HOME PHONE:
 CELL PHONE: 303-325-6275
 WORK PHONE: 307-633-4672
 MAILING ADDRESS: 3967 Archer Parkway
 Cheyenne, WY 82009

Event Date: Saturday, August 3, 2019
 Event Times: 1:00 PM - 6:00 PM
 Event Type: Special Event
 VENUE Name: Frontier Park
 Cheyenne, WY

EVENT / PACKAGE NOTES

1 Airbrush Artist for 7 days +Travel Fee
 1PM-6PM

Please provide canopy (if needed) 1 table and 2 chairs for airbrush artist.

We will have approximately 10-20 designs for the kids to choose from, (smaller selection to keep the line moving).

If the lines is short, kids can come back for multiple airbrush face painting!!!

****PAYMENT VIA CHECK ONLY PLEASE**

Please keep our entertainer/s out of direct sunlight/rain/snow and provide a comfortable spot for them to set up. (Provide canopy if needed).

EVENT PRODUCTS/SERVICES

Quantity	Description	Total Price
1	---	\$0.00
35	AirBrush Face Painting (2hr Min) - Up to 2 hours of service. Professional cosmetic grade liquid face paints are used with stencils, glitter, and a large poster board with over 50 iconic designs and characters. Entertainer, air kit, 1 table, 2 chairs, stencils, poster board, and glitter are all provided.	\$3,500.00
7	Travel Fee -	\$210.00
SUB TOTAL:		\$3,710.00
Extended Time (if beyond package time)		\$0.00
DISCOUNT: (if applicable)		\$700.00
TOTAL:		\$3,010.00
DEPOSIT: (if applicable)		\$0.00

BALANCE DUE:**\$3,010.00**

TERMS AND CONDITIONS

TERM

The Agreement shall be effective upon receipt by RJ's Amazing Entertainment of any deposit and/or signed copy of this Agreement. This Agreement shall remain in effect through the completion of the services. Please sign within 7 DAYS or this **contract expires**. Services are not guaranteed unless digitally signed. With regards to specific talent, we do our best to secure requests for specific entertainers, however, due to unforeseen circumstances, no entertainer is guaranteed, and may be replaced without notification.

VENUE CONDITIONS

Client agrees to provide RJ's Amazing Entertainment a safe and appropriate working environment and adult supervision of minors. Client further agrees that if Client or Client's guests damage, abuse, or remove RJ's Amazing Entertainment's property during or from Event, Client will repair or replace the property.

LIMITATION OF LIABILITY

Client acknowledges that there are risks and dangers inherent with the contracted-for entertainment, and with the props and products necessary for that entertainment. Client assumes the liability for all such risks and agrees to indemnify, defend and hold harmless RJ's Amazing Entertainment and all RJ's Amazing Entertainment artists from and against any and all accidents, claims, judgments, costs or liability for damage, injury to any person or property during the Event, including time of set up and take down, by guests or staff. Liability of RJ's Amazing Entertainment shall not exceed the total value of this Agreement.

FORCE MAJEURE/SUBSTITUTION

Neither RJ's Amazing Entertainment nor Client will incur liability to each other for failing to perform any obligation under this Agreement if such failure results from a force majeure or any force beyond their reasonable control. In the event of incapacitating illness, injury, or emergency to the agreed upon RJ's Amazing Entertainment Entertainer/Artist, RJ's Amazing Entertainment shall substitute an Entertainer/Artist of equal or greater skill at no additional cost to Client. If no replacement can be found, RJ's Amazing Entertainment and Client will be discharged of all obligations under this Agreement and all deposits returned.

RJ's Amazing Entertainment ARTISTS/ENTERTAINERS

Client agrees to contact and/or book RJ's Amazing Entertainment Entertainers/Artists exclusively through RJ's Amazing Entertainment. RJ's Amazing Entertainment warrants that its Entertainers/Artists will perform all services in a professional manner consistent with the standards of their industries. Please note, we do our best to secure requests for specific entertainers, however, due to unforeseen circumstances, no entertainer is guaranteed, and may be replaced without notification.

GENERAL

This Agreement shall be governed by, venued in, and construed in accordance with the laws of the State of Colorado. This Agreement constitutes the entire agreement between the RJ's Amazing Entertainment and Client and supersedes any prior written or oral communications. If any portion of this Agreement is deemed invalid, the remainder of the Agreement will remain in full force and effect. However, Client may authorize overtime and additional fees and expenses orally at or before the Event.

EMPLOYMENT AND ADDITIONAL SERVICES

Client agrees that RJ's Amazing Entertainment entertainers/artists are independent contractors and not an employees of Client. Overtime will be billed at the same hourly rate listed in the agreement above. If no rate can be determined from the fee, overtime will be billed at [CC:DefaultRate] per hour.

CANCELLATION POLICY

Deposits are nonrefundable. If Client cancels forty-eight hours or less prior to Event, or if Entertainment Services are rendered impossible by Client or Venue Conditions, Client must pay RJ's Amazing Entertainment the full amount due.

DIGITAL SIGNATURE PREFERRED.

If you wish to physically sign this document, please print, sign, scan and email back within the 5 days of receiving this contract.

AUTHORIZED SIGNATURE (client): _____ Date: _____

PRINT NAME: _____

ADDENDUM TO ENTERTAINMENT CONTRACT
Between
LARAMIE COUNTY FAIR and RJ's AMAZING ENTERTAINMENT LLC

THIS AGREEMENT is made and entered into by and between the Laramie County, Wyoming Fair Board, 3901 Field Station Road, P.O. Box 20670, Cheyenne Wyoming 82003, ("FAIR") and RJ's Amazing Entertainment, LLC 2870 Kyle Circle, Loveland CO 80537, hereinafter referred to as ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Entertainment Services Contract for providing face painting services at the Laramie County Fair. Dates, times, and locations for said event are to be determined by the FAIR in consultation with CONTRACTOR.

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. MODIFICATION

1. The ¶ entitled "VENUE CONDITIONS" is omitted in its entirety and has no further force or effect.
2. The following sentence in the ¶ entitled "Limitation of Liability" under Terms and Conditions is omitted and is of no further force or effect:

"Client assumes the liability of all such risk and agrees to indemnify, defend and hold harmless RJ's Amazing Entertainment and all RJ's artists from and against any and all accidents, claims, judgments, cost or liability for damage, injury to any person or property during the event, including time of set up and take down by guests or staff. Liability for RJ's Amazing Entertainment shall not exceed the total value of this Agreement."

3. The following sentence in the ¶ entitled "General" under the "Terms and Conditions" is omitted and is of no further force or effect:

"This agreement shall be governed by, venued and construed in accordance with the laws of the state of Colorado."

IV. TERMS

1. CONTRACTOR hereby agrees to provide face painting services at the Laramie County

Fair on the terms and conditions specified herein.

2. FAIR agrees to pay CONTRACTOR three thousand, ten dollars (\$3,010) for the provision of face painting at the Fair. Payment will be made after receipt of the CONTRACTOR'S invoice to the FAIR. 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).

V. GENERAL TERMS

A. 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 of 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.

B. Acceptance Not Waiver: FAIR approval of the work or services furnished hereunder shall not in any way relieve CONTRACTOR of responsibility for the competent and safe performance of the work. FAIR approval of payment for any of the services hereunder 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 agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

D. Entire Agreement: This Addendum (5 pages), the Entertainment Services Contract (1 page) and the Entertainment Services Invoice (1 page) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

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.

F. Modification: This 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 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 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 CONTRACTOR and to FAIR in executing this Agreement. This provision is not intended nor shall it be construed to waive FAIR's governmental immunity as provided in this Agreement.

I. Contingencies: CONTRACTOR 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, handicapping condition, or national origin.

K. 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.

L. 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. 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.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend 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. No services may be performed under this Agreement and no payment shall be tendered in the absence of CONTRACTOR's submission of valid proof of insurance to FAIR.

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

O. 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.

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 Payment: FAIR'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 CONTRACTOR the Agreement may be terminated by FAIR at the end of the period for which funds are available. FAIR shall notify CONTRACTOR at the earliest possible time of the services which will or may be effected 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 FAIR knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to FAIR in the event this provision is exercised, and FAIR shall not be obligated or liable for any future payments 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. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. Addendum Controls: Where a conflict exists or arises between any provision or condition of this Addendum and the Entertainment Services Agreement, the provisions and conditions set forth in this Addendum shall control.

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LARAMIE COUNTY FAIR

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

ATTEST:

By: _____ Date _____
Clerk, Laramie County

CONTRACTOR:

By:  _____ Date March 26, 2019
Name: Rina Jean Bindi
Title: CEO/Founder Rj's AMAZING Entertainment LLC

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  _____ Date 5/23/19
Gladys Ayokosok, Deputy Laramie County Attorney