

## **AGREEMENT TO OPERATE AUDIO EQUIPMENT**

**Between**

**LARAMIE COUNTY and AUDIOMATRIX, INC.**

THIS AGREEMENT is made and entered into by and between the Laramie County Events Department 3967 Archer Parkway, Cheyenne Wyoming 82009, ("COUNTY") and Audiomatrix Inc., 204 South College Drive, Suite A1, Cheyenne, Wyoming 82007 ("CONTRACTOR"). The parties agree as follows:

### **I. PURPOSE**

The purpose of this Agreement is for the operation of audio equipment during the Laramie County Fair by Audiomatrix, Inc. as described in the Proposal dated July 18, 2019.

### **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 it is completely performed or are terminated as provided herein.

### **III. RESPONSIBILITIES OF CONTRACTOR**

CONTRACTOR shall provide and complete the services described in the Proposal Scope of Work dated July 18, 2019, attached hereto and fully incorporated herein.

### **IV. MODIFICATIONS**

The Payment Information of the Proposal is modified to include the following at the end:

"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)."

### **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 the COUNTY. CONTRACTOR is not eligible for Laramie County 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 Proposal (2 pages) and this Agreement (4 pages) represents the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

3. 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.

4. Modification: This Agreement 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 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 the provisions of this Agreement are fully severable.

7. 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 or the Federal District Court, District Of Wyoming. This provision is not intended nor shall it be construed to waive COUNTY's governmental immunity as provided in this Agreement.

8. 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.

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: 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.

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

12. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to 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 or in connection with work performed by or on behalf of CONTRACTOR for COUNTY. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance.

14. Conflict of Interest: COUNTY 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.

15. 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.


16. Limitation on Payment: COUNTY'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 COUNTY at the end of the period for which funds are available. COUNTY 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 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 payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate this Agreement in order to acquire similar services from another party.

17. 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.

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

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

LARAMIE COUNTY


By:  Date 08-08-2019  
Director, Laramie County Events Department

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Board of Commissioners

ATTEST:

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

CONTRACTOR: AUDIOMATRIX, INC.

By:  Date 8-8-19

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

REVIEWED AND APPROVED AS TO FORM ONLY:

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

*Proposal To:*

## Laramie County Fair

*For:*

### Operating of Sound System During Fair Events

*July 18, 2019*

**Audiomatrix** Inc.  
Simple Solutions. Guaranteed Performance.



800.736.5094

## Room 1

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### Scope

This quote is for the operating of the sound systems during the 2019 Fair. This quote is not to purchase any equipment. We will supply multiple portable sound systems as needed for the different events as well as provide loaner equipment if needed.

### Sound System

#### QTY Description

- 1 Misc Hardware Rental Microphones and Portable Systems
- 1 Misc Labor Labor

## Acceptance

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### Financial

#### Payment Schedule

Net 10

Subtotal	\$9,230.00
Total Sales Tax	\$0.00
Project Total	\$9,230.00

### Terms

I accept this proposal and hereby authorize Audiomatrix Inc to proceed with the installation of the included systems at the facilities of Laramie County Fair constructing at Cheyenne, WY as described in the totality of this document. I further authorize Audiomatrix Inc to be granted the facility access that will be required to complete this project in a workmanlike and timely manner and for payment to be made to Audiomatrix Inc. In keeping with the Terms of Payment listed above. It has been made clear to me that there exist no understandings regarding this project with any relevant party unless and until Laramie County Fair and Audiomatrix Inc agree to such additional or alternate understandings in writing. Project cost and pricing are dependent upon a continual flow of work without interruption or delays imposed by Laramie County Fair or their staff, construction, other building trades or any other party, and additional costs may be incurred by Laramie County Fair from Audiomatrix Inc. If such delays result in additional costs that are not covered by the pricing in this proposal. I agree that any additions to and/or deletions from the materials and labor to be provided by my acceptance of this proposal and any resulting change(s) in cost of this project shall only be by way of written change order(s) and shall be valid only after being signed by Laramie County Fair and Audiomatrix Inc. This proposal is valid only if accepted in writing by Laramie County Fair and deposit payment received no later than August 17, 2019.

## Acceptance

### Laramie County Fair

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Signed

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Date

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Print Name

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Title

### Audiomatrix Inc

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Signed

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Date

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Print Name

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Title