

**ADDENDUM TO GAMES GALORE RENTAL AGREEMENT  
BETWEEN  
GAMES GALORE PARTY RENTAL INC. & LARAMIE COUNTY EVENTS DEPT.**

THIS ADDENDUM is made and entered into by and between the Laramie County Events Dept., 3967 Archer Parkway, Cheyenne Wyoming 82009, ("COUNTY") and Games Galore Party Rental Inc., 922 40<sup>th</sup> Street N, Fargo, North Dakota 58102 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the Games Galore Rental Agreement, attached and incorporated into this Addendum as "Attachment A" (hereinafter "Agreement"), intended to provide inflatables/games at a location that is agreed upon by the parties.

**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 COUNTY**

COUNTY shall pay CONTRACTOR as provided in Attachment 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 Attachment A, as modified by this Addendum.

**V. MODIFICATIONS**

- A. ¶ 5. "Release of Liability," of Attachment A is stricken out, and is of no force and effect.
- B. The first sentence of ¶ 6. "Entire Agreement" is stricken out and is of no force and effect.

**VI. GENERAL PROVISIONS**

1. Independent Contractor: The services to be provided by CONTRACTOR are those of an independent contractor and not as an employee of 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 Agreement (Attachment A, 4 pages) and this Addendum (4 pages) 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 and Addendum 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 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 COUNTY'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: 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 and Addendum. 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 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 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 except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance upon request.

13. 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.

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.

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**Signature page**

LARAMIE COUNTY

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

ATTEST:


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

CONTRACTOR: GAMES GALORE PARTY RENTAL INC.

By:  \_\_\_\_\_ Date 1/13/2020  
Name: Corey Heisen  
Title: President

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  \_\_\_\_\_ Date 1/13/2020  
Gladys Ayokosok, Deputy Laramie County Attorney

Games Galore Party Rental Inc.  
922 40<sup>th</sup> St N  
Fargo, ND 58102  
701-373-0104  
[www.fargo-games-galore.com](http://www.fargo-games-galore.com)

## **2019 Games Galore Rental Agreement**

Event Name:

Event Date:

### **Turn-Key**

**Games Galore will deliver and set up the inflatable(s)/game(s) and supervise each and every inflatable/game. Games Galore will also tear down and return equipment to main office.**

#### **1. General Rules to Follow During Use of Equipment and Games.**

All riders must remove shoes, jewelry and eye glasses before playing on the game.

To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED**. Sliding on any game must be feet first.

Children's safety depends on an attendant at each game.

Games Galore staff will strictly follow all rules printed on the game.

Absolutely no Silly String, gum, candy, food, drinks or other substances are allowed in or on the game.

All rules contained in the attached "Safety Rules" are incorporated herein and made a part of the Rental Agreement.

All games must be kept away from swimming pools and other bodies of water.

#### **2. Alterations and Attachments**

No alteration in or attachments to the game will be made without prior written approval of Lessor Games Galore.

#### **3. Warranty**

Lessor warrants that the game leased under this Rental Agreement will be in good working order on the effective date of the Rental Agreement. The game is supplied and maintained subject to this warranty. This warranty is void if Lessee makes any unauthorized alterations to the game, places any unauthorized attachments to the game, or operates the game in a manner that is not consistent with these written instructions and/or any instructions printed on the side of the game. Lessor's obligation under this Rental Agreement warranty is limited to repair or replacement of the game unit when Lessor determines that it does not conform to this warranty. This warranty is in lieu of any and all other warranties expressed or implied, and of any and all obligations and of all liabilities on the part of the lessor for damages, including, but not limited to Consequential damages, arising out of or in connection with the use or

performance of the game. Lessor reserves the right to replace the game pertaining to the Rental Agreement with another game of equal or greater value if the said game is not in safe or proper working order due to circumstances beyond Lessor's control.

#### **4. Title to game**

Lessee agrees to keep the game in his/her custody and not to sublease, rent, sell, remove from the delivery address, or otherwise transfer such game unit. The game will remain the property of the Lessor and may be remove by Lessor at any time after the termination of this Rental Agreement.

#### **5. Release of Liability**

Lessor and its officers, employees and agents are not responsible for any damage to the Lessee's property resulting from the delivery and/or operation of the game or any other rental equipment including, but not limited to, any damage to Lessee's lawn and or grounds.

#### **6. Entire Agreement**

The Rental Agreement constitutes the full agreement between Lessor and Lessee. Time is of the essence in this Rental Agreement. The receipt of the game and/or rental equipment that is the subject of this Rental Agreement is in good working order and repair and this is so acknowledged by Lessee. There will be a \$25 fee for returned checks.

#### **7. Rain Policy**

Lessee agrees to pay 50% of the rental cost at the time of booking unless otherwise provided by the Lessor. The balance of the cost is to be paid prior to the event starting. If the games cannot be operated because of weather related to wind, rain, or other climatic issues at the start of the event, the Lessee is not obligated to pay the balance of the contract until the service can be performed. Any additional mileage or transportation costs will be added to the revised contract reflecting the postponement.

#### **8. Cotton Candy, Popcorn, Generators and other Electrical or Gas-Powered Equipment**

Lessee agrees to never service a game, rental equipment, or unit when plugged into an electrical outlet. Make sure unit is grounded. Plug unit into a grounded receptacle only. Be sure that the switch is in the OFF position before plugging unit in.

Lessor: G.

By  \_\_\_\_\_  
Authorized \_\_\_\_\_ Party Rental Inc.

Date: November 25, 2019

Lessee: \_\_\_\_\_

Date: \_\_\_\_\_

We are determined to provide the best service in the industry. It is the driver's responsibility to make sure the game is properly staked down and in reasonably clean condition. If you feel that the driver has not done a satisfactory job in setting up the game, please call us immediately 701-373-0104. If after business hours, call Corey's cell 701-361-1331.

Games Galore Party Rental Inc.

922 40<sup>th</sup> St N

Fargo, ND 58102

701-373-0104

[www.fargo-games-galore.com](http://www.fargo-games-galore.com)

**Safety Rules**

Adult supervision of all children is required at all times.

Only Games Galore Party Rental staff may set up and take down your game unless authorized by Games Galore management.

Children must remove shoes, jewelry and eyeglasses before entering bounce house or game.

Keep all sharp objects away from inflatable bounce houses and games.

Keep all pets away from bounce houses and games.

Keep all food, drinks and snacks away from bounce houses and games.

Stay out of bounce houses and games in strong wind or thunderstorms.

Bounce houses and games need to be deflated and not used in winds 20 MPH and higher.

Bounce houses and games need to be deflated during thunderstorms.

After unit is deflated, please use mat to cover blower during rain or thunderstorms.

Keep all party toys such as Silly String and other toys away from bounce houses and games. Silly String (and similar products) destroys the fabric; it is prohibited around Games Galore Party Rental Inc. inflatables.

Sign here to signify that you have read and understand all the items listed and explained above.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Games Galore Party Rental Inc.

922 40<sup>th</sup> St N

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**Policies**

All safety rules must be strictly adhered to at all times.

A deposit is required at the time of reservation. Balance payment is required prior to start of event. Games Galore Party Rental Inc. accepts cash, check, VISA or Mastercard.

A reservation can only be cancelled 30 days prior to the event. If cancelled within 30 days of the event date, all money collected will be kept on file as a credit to be used later. Credits are good for 53 weeks after the event date.

In the event of heavy rain or high winds, the event may be postponed if it is determined at the start of the event. Any additional travel charges will be added to the balance payment taken at the start of the postponement date. Lessee is not required to pay the balance of the original contract and any additional travel charges until the service of the event is performed.

A large level grassy area free of debris (rocks, sticks, sharp objects, animal wastes) and sprinkler systems with a minimum height clearance of about 20' and free of branches, power lines, etc. is required for set-up of bounce house or game. No refunds will be granted for impossible site set-up. If you have a concern, please call Games Galore (701-373-0104) prior to your event.

Bounce or game location must be within 100' of an electrical outlet with 15 amps free on the circuit. A generator can be provided at an additional charge.

Games Galore policy is to set up your event 30 minutes prior to start time. However, if acts beyond our control require an earlier or later set-up, you will be contacted at the emergency telephone number you have provided. If an earlier time is required, pick-up time will not change from original contract. If a later time is required, pick-up time will be changed to equal the time paid for in the contract.

Sign here to signify that you have read and understood all the items listed and explained above.

Event Name (name of school, corporation, etc.): \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_