

ADDENDUM TO AGREEMENT BETWEEN THE PARTY PEOPLE, LLC & LARAMIE COUNTY FAIR

THIS ADDENDUM is made and entered into by and between the Laramie County Events Department, 3801 Archer Parkway, Cheyenne Wyoming 82009, ("EVENTS DEPT.") and The Party People, LLC, 685 South Union Avenue, Pueblo, CO, 81004 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Party People February 10, 2020 Agreement, attached and incorporated into this Addendum as Exhibit A (hereinafter "Agreement"), intended to provide entertainment that includes but is not limited to magic, comedy and music at the Laramie County Events Center.

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 terminated as provided herein.

III. RESPONSIBILITIES OF EVENTS DEPT.

EVENTS DEPT. 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 Exhibit A which is attached and fully incorporated herein by reference, as modified by this Addendum.

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, 3 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 EVENTS DEPT. 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: EVENTS DEPT. 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, EVENTS DEPT. 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 upon request.

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 THE PARTY PEOPLE, LLC & THE
LARAMIE COUNTY FAIR**

Signature page

LARAMIE COUNTY

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

ATTEST:


By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: PARTY PEOPLE

By: The Party People LLC Date 02/24/2020
Name: Kathleen Groves
Title: owner

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 2/27/20
Gladys Ayokosok, Deputy Laramie County Attorney



Laramie County Fair

February 10, 2020

Overview:

The Laramie County Fair has requested entertainment services for seven (7) days (August 2 – August 8, 2020) in Cheyenne, WY, Archer Complex. This agreement is provided by The Party People, 685 South Union Avenue, Pueblo, CO 81004.

Provider:

The Party People is a Limited Liability Corporation located at 685 South Union Avenue in Pueblo, CO 81004. The Party People provide fun and amazing magical productions that inspire learning, good times and great experiences. The programs are perfect for fairs, exhibitions, groups and organizations, large and small. In business for five years as The Party People, and previously known as "Mr. E" Magic Venture for more than 30 years, this business is well known for providing quality entertainment value at affordable prices.

Scope of Work:

The Party People will provide the following:

Old Doc EZee and Disgo's

The Rootin' Tootin' Wild West Comedy Magic Show

This innovative, interactive ground-act were conceived, developed and are delivered by Professional Magicians, Kyle Groves and "Mr. E". Each program is 30 minutes in length and includes magic, comedy, music, audience participation and a large dose of family fun.

Three (3) performances each day for seven (7) days as referenced above (total 21 performances). These programs will be staged at a suitable, shaded location and performed at times mutually agreed upon by The Laramie County Fair and The Party

People. A minimum of a one (1 1/2) hour interval between performances is necessary for reset of the program.

All personnel, equipment (with the exception of sound and lighting equipment) and costuming associated with the actual shows will be provided by The Party People. A Certificate of Insurance and pertinent business and tax information is available upon request.

The Laramie County Fair will provide the following:

A shaded, minimum 10' x 20' performance area for the performances of Ole Doc EZee's Magical Medicine Show. In the event we use our own set up we will need a minimum 40' x 40' with power to accommodate trailer, sound equipment and general set up for the show. The 40' x 40' performance area does not include additional space for audience seating to be provided by the fair.

A covered, securable area where both performers can be out of the elements between performances and where equipment can be safely stored between performances and at the end of each day.

Access to power (110V) and audio equipment necessary for the performance. Performers will need to be able to plug in two Sennheiser wireless headset microphone utilizing an XLR cable or 1/4" Cable and CD player/ iPod to be plugged in with 1/8" mini jack and within reach of the performer. Power will be provided by the client within 15' of the performance area.

In the event of evening performances, proper lighting will be provided.

Adequate seating for up to 100 spectators.

Easy access to the performance area for the unloading and loading of props each day of the Fair.

Parking permits and a parking location for one (1) vehicles and one (1) 7' X 16' Cargo Trailer with access to power within 50' each day.

Funding consistent with the following request.

Total:

The Party People's Standard Daily Pricing for events of this nature is \$600.00 per performer or \$1200.00 per day payable in US dollars plus standard hotel/motel accommodations.

However, The Party People are pleased to provide the following special fee arrangement for the Laramie County Fair.

Pricing below:

Total Daily Amount Due for 3 Performances –	\$1000.00 day
Total amount per performance –	\$333.33@
Regular fee for two (2) performers – twenty-one (21) performances	\$7000.00
Two Double Hotel Rooms for 6 nights, check-in August 1 – checkout August 9, 2019	Provided by venue
Seven (7) day total – Twenty-one (21) performances - Two performers	\$7000.00

The total amount in full is due in \$US Dollars following the final performance. Payment will be made to The Party People, 685 S. Union Ave, Pueblo, CO 81004.

We look forward to working with The Laramie County Fair. Thank you for once again considering the services of The Party People.

Please direct any questions to Kyle Groves, The Party People at 719-582-1490 or email us at Bookings@ColoradoMagician.com.

The Party People, LLC

Laramie County Fair

Date

Date