

**ADDENDUM TO SERVICE AGREEMENT
BETWEEN
LARAMIE COUNTY AND EVENTBOOKING.COM, LLC**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, Wyoming 82003-0608, ("COUNTY") and Eventbooking.com, LLC, 2575 Willow Point Way, Suite 109, Knoxville, Tennessee 37931 ("CONTRACTOR").

I. PURPOSE

The purpose of this Addendum is to modify the Revised Service Agreement for the provision of integrated web-based services to COUNTY by CONTRACTOR, attached hereto as "Attachment A" and fully incorporated herein and referred to hereinafter as "Agreement."

II. TERM

This Addendum shall commence on the date last executed by the duly authorized representatives of the parties to this Addendum and the Agreement and shall remain in full force and effect for two (2) years pursuant to the terms of this Addendum and the Agreement.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide and complete the services described in the Agreement.

B. COUNTY shall pay CONTRACTOR in accordance with the Agreement except as provided herein. Payment will be made upon receipt of CONTRACTOR'S invoice(s) to COUNTY. No payment shall be made before the last signature is affixed to this Addendum. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

IV. MODIFICATIONS TO THE AGREEMENT

Page 2—"Terms of Payment," is modified to include the following language at the end: "The first annual invoice may be sent no sooner than the date the Addendum to which this Agreement is attached is executed by the duly authorized representatives of the parties."

V. ADDITIONAL PROVISIONS

1. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as a COUNTY employee. 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: This Addendum (4 pages) and the Agreement (5 pages) represent the entire integrated contemporaneous 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 Addendum and the Agreement nor any rights or obligations contained hereunder and therein 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; or (c) upon mutual written agreement by both parties.

6. Invalidity: If any provision of this Addendum or the Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if 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 this Addendum and the 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 Addendum and the Agreement or the subject matter hereof, the exclusive venue for resolving the dispute or any other suit or proceeding at law or in equity between the parties shall lie 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 Addendum and the Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Wyoming, and Wyoming shall be the parties' exclusive choice of law. 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 or Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by

entering into this Addendum and the 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 Addendum and the 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 Addendum and the Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Addendum and the Agreement shall operate only between the parties and shall inure solely to their benefit.

12. 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 Addendum and the Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to this Addendum and the Agreement.

13. Force Majeure: Neither party shall be liable to perform under this Addendum and the 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.

14. 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, then this Addendum and 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 affected 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.

15. Insurance: CONTRACTOR must provide evidence of insurance to COUNTY. No work shall commence until COUNTY receives a certificate of insurance and this Addendum and the Agreement are executed. CONTRACTOR shall carry commercial general and professional liability insurance sufficient to cover its obligations throughout this Addendum and the Agreement's term and any subsequent term and maintain proof of such insurance throughout.

16. Indemnification: CONTRACTOR shall indemnify COUNTY and hold COUNTY harmless, and shall indemnify and hold harmless elected and appointed COUNTY officials, as well as COUNTY employees and volunteers, from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with this Addendum and the Agreement, and any work performed by or on behalf of CONTRACTOR for COUNTY

except to the extent liability is caused by COUNTY's sole negligence or willful misconduct or that of its employees.

17. Notices: All notices required and permitted under this Addendum and the 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. Addendum Controls: Where a conflict exists or arises between any provision, term or condition of this Addendum and the Agreement, the provisions and conditions set forth in this Addendum 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.

IN WITNESS thereof, the parties hereto, County and Contractor, by and through their duly authorized representatives, have executed this Addendum to the Revised Service Agreement.

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

Eventbooking.com, LLC
By:  _____ Date 5/18/20
Authorized Signature

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 5/21/20
Laramie County Attorney

The logo for eventbooking.com is mounted on a dark grey wall. The word 'event' is in red, 'booking' is in white, and '.com' is in a smaller white font. The letters are three-dimensional and cast shadows on the wall. Above the logo, three track lights are visible on a white rail.

eventbooking.com

REVISED Service Agreement

for Laramie County



THIS **REVISED** SERVICE AGREEMENT is effective upon signature and entered into by and between **Laramie County, Wyoming** with offices at 310 W. 19th Street, Cheyenne, WY 82001 (hereinafter, the "Customer"), and **Eventbooking.com, LLC**, a Tennessee Limited Liability Corporation, whose current address is 2575 Willow Point Way, Suite 109, Knoxville, TN 37931, USA (hereinafter, "EB"). In the event of a conflict with any pre-existing agreement between EB and Customer, this agreement shall prevail.

SERVICES PROVIDED

EB will provide access to a set of integrated web-based services via the web domain or other similar address, as outlined in Exhibit A. EB will also provide:

- Full hosting of software, including 24/7 server support, daily backups of data, and maintenance of the servers
- All required Operating System updates, patches and required software licenses
- Ongoing EB software updates

TERMS OF AGREEMENT


This Agreement is for a two (2) year term starting from July 1, 2020 and ending on June 30, 2022 . **This agreement replaces the Service Agreement previously entered into between the parties and executed on March 24, 2019.**

TERMS OF PAYMENT

Payment is made in advance for each annual subscription period. All payment amounts are defined in the pricing section of this document.

Pricing

All prices are in USD and do not include any taxes

Year One		SUBTOTAL
July 2020 - June 2021		 \$10,500.00
Description	Item	Price
VenueOps Annual Subscription	\$9,750.00	\$9,750.00
Laramie County		
- Archer Events Center (5 spaces - max capacity 6,000)		
- M Building, K building, Community Center		
- West Equine Arena, East Rodeo Arena		
- 60 RV Spots		
- 60 stalls and pens		
Unlimited - Users		
Unlimited - Online Training		
Unlimited - Customer Support		
Exhibitor Ordering module	\$750.00	\$750.00

Year Two		SUBTOTAL
July 2021 - June 2022		 \$10,500.00
Description	Price	

VenueOps Annual Subscription

\$9,750.00

Laramie County

- Archer Events Center (5 spaces - max capacity 6,000)

- M Building, K building, Community Center

- West Equine Arena, East Rodeo Arena

- 60 RV Spots

- 60 stalls and pens

Unlimited - Users

Unlimited - Online Training

Unlimited - Customer Support

Exhibitor Ordering module

\$750.00

Agree / Accept:

For quicker processing, we recommend e-signing by clicking "E-Accept" below. Otherwise, you may download a PDF version of this Service Agreement to sign on the lines below:

Signed: _____

Printed Name: _____

Title: _____

Date: _____

OR E-SIGN BELOW (PREFERRED)

E-Accept