

**ADDENDUM TO CHEYENNE FRONTIER DAYS, INC. FACILITY RENTAL
AGREEMENTS
LARAMIE COUNTY, WYOMING /CHEYENNE FRONTIERS DAYS, INC.**

THIS AGREEMENT is made and entered into by and between Laramie County, Wyoming, P.O. Box 608, Cheyenne, WY 82003-0608, ("CONTRACTOR") and Cheyenne Frontier Days, Inc., P.O. Box 2477, Cheyenne WY 82003 ("COMPANY"). The parties agree as follows:

I. PURPOSE

This Addendum is meant to modify the Cheyenne Frontier Days Facility Rental Agreements, both of which are incorporated into this Addendum by this reference as "the Agreements," for purposes of leasing COMPANY's facility located at Frontier Park to Laramie County Clerk's Office from August 17th, 2020 through the 19th and from November 2nd through the 4th.

II. TERM

This Agreement shall commence on the date last executed by the duly authorized representatives of the parties, and shall remain in full force and effect until terminated as provided herein.

III. MODIFICATIONS

A. Section 5. titled "Insurance," of the Agreement is excluded and is of no force and effect, and replaced with the following:

"CONTRACTOR is protected by the Wyoming Governmental Claims Act, Wyo. Stat. § 1-39-101 *et seq.*, and certifies that it is a member of the Wyoming Association of Risk Management (WARM) pool or the Local Government Liability Pool (LGLP), Wyo. Stat. §1-42-201, *et seq.*, and shall provide a letter verifying its participation in WARM or LGLP to COMPANY."

B. Section 14. titled "Indemnification/Hold Harmless" is excluded and is of no force and effect, and is replaced with the following:

"Each party to this Agreement assumes the risk of any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other."

IV. GENERAL PROVISIONS

A. 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.

B. Entire Agreement: This Addendum (2 pages) and the Agreements represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

C. Modification: This Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

D. Governmental/Sovereign Immunity: CONTRACTOR 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. CONTRACTOR 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 except as to actions brought by a party to enforce the terms and conditions herein.

E. 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.

F. Addendum Controls: Where a conflict exists or arises between any provision, term or condition of this Addendum and the Agreements, the provisions and conditions set forth in this Addendum shall control.

LARAMIE COUNTY, WYOMING

By: _____ Date _____
Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra, Lee Laramie County Clerk

CHEYENNE FRONTIER DAYS, INC.

By: Don C. King Date 5/28/2020

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 5/29/2020
Laramie County Attorney's Office

Cheyenne Frontier Days, Inc.
Facility Rental Agreement

THIS AGREEMENT is made and entered into as of this _____ day of _____, 20____ by and between **CHEYENNE FRONTIER DAYS INC. (CFD), P.O. Box 2477, Cheyenne, WY 82003** hereinafter referred to as the COMPANY and **Laramie Co Clerks Office**, hereinafter referred to as the CONTRACTOR.

1. **Rental of Facilities.** The CONTRACTOR does hereby rent from the COMPANY the following facilities located at Frontier Park, Cheyenne, Wyoming, for the purpose of: **Laramie Co Clerks Elections**

Facilities/Services to be Rented:

1. Rental of Entire First Floor of CFD Events Center	\$0
2. Cleaning Fee	\$300.00
	\$
	\$
	\$
	\$

2. **Rental Dates.** The CONTRACTOR shall be entitled to the use of the above-described facilities from 8:00 am on the 17th day of August 2020 until 1:00 PM pm on the 19th day of August 2020. The COMPANY may allow the CONTRACTOR access to the rented facilities one (1) day prior to the specified rental dates and one (1) day after the rental dates for set-up, cleaning and tear down, if facility is available.
3. **Rent.** In consideration of the use of the above-described facilities and in addition to all other amounts due under this contract, CONTRACTOR shall pay **Three-Hundred Dollars (\$300.00)** to the COMPANY by July 17, 2020
4. **Damage Deposit.** CONTRACTOR hereby agrees to pay to the COMPANY the amount of **Waived(\$0)** as a damage deposit.
5. **Insurance.** At least ten (10) days prior to the first rental day under this agreement, CONTRACTOR shall provide to the COMPANY a certificate of insurance verifying that the CONTRACTOR has obtained liability insurance insuring against personal injury, property damage and other damages to all persons, including spectators and participants, covering all facilities and locations provided under this agreement and valid for the rental dates plus any days when the CONTRACTOR is present for set-up or tear-down. This insurance shall be in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, and CHEYENNE FRONTIER DAYS, INC. and the CITY OF CHEYENNE shall be named as additional insureds.

6. **Alterations to Facilities.** The CONTRACTOR shall not make any alterations, modifications, improvements, or additions to the facilities. Unless otherwise agreed in writing, the CONTRACTOR will be responsible for all costs incurred for alterations authorized by the COMPANY. Both the method of completion and estimated cost shall be determined and set forth in writing by both parties prior to the commencement of any alterations and shall become a part of this agreement. The CONTRACTOR acknowledges that any improvement or addition approved by the COMPANY becomes the property of Cheyenne Frontier Days and should not be removed from the premises. The parties acknowledge that no alterations, modifications, improvements, or additions to the facilities of a permanent or substantial nature are contemplated for the event.
7. **Conditions of Facilities.** THE CONTRACTOR ACKNOWLEDGES THAT IT HAS INSPECTED THE FACILITIES TO BE RENTED PURSUANT TO THIS AGREEMENT AND THAT THEY ARE RENTED TO THE CONTRACTOR "AS IS." THERE IS NO WARRANTY OR REPRESENTATION BY THE COMPANY, EITHER EXPRESSED OR IMPLIED, THAT THE FACILITIES ARE FIT FOR THE CONTRACTOR'S PARTICULAR PURPOSE OR THAT THE FACILITIES ARE WITHOUT DEFECT OR OTHER CONDITION WHICH MAY MAKE THEM UNSAFE FOR THE CONTRACTOR'S PARTICULAR PURPOSE. CONTRACTOR ASSUMES THE RESPONSIBILITY OF INSPECTING THE FACILITIES TO ASSURE THAT THEY ARE APPROPRIATE AND SAFE FOR THE ACTIVITIES FOR WHICH CONTRACTOR IS RENTING THE FACILITIES.
8. **Concessions.** The CONTRACTOR agrees that it may sell food or beverage during the event and the COMPANY grants to the CONTRACTOR permission to sell during the event without compensation to the COMPANY.
9. **Permits and Compliance with Law.** The CONTRACTOR will obtain and pay any required fees for any and all permits required for the use and operation of the facility including, but not limited to, health, beverage, or operation permits as required for the term of rental. CONTRACTOR agrees to obtain and or maintain any licenses or permits required for activities on or in the rented facilities and agrees to obtain and maintain any and all worker's compensation or unemployment benefits required under the law. CONTRACTOR further agrees to comply with all other state and federal laws and regulations applicable to it. CONTRACTOR agrees and acknowledges that, unless otherwise expressly assumed by the COMPANY in this agreement, CONTRACTOR is responsible to perform every act necessary to assure CONTRACTOR'S compliance with state and federal law and regulation and that COMPANY assumes no such obligation to take any act on CONTRACTOR'S behalf.
10. **Admission Fee and Parking.** The CONTRACTOR acknowledges that admission will not be charged for the event. Likewise, the COMPANY and CONTRACTOR will not charge a fee for parking at the rented facilities during this event. The CONTRACTOR agrees to supervise all parking in designated areas in accordance with the established parking layout provided by the COMPANY and that no parking fees will be collected for public or exhibitor parking.

11. **Security Precaution.** If required, the CONTRACTOR agrees to provide, at its own expense, all security personnel and equipment and to take all other precautions reasonably necessary to assure the security of all rented facilities. This would include security personnel inside the event center hall and outside the event center. The CONTRACTOR will be responsible for maintaining control of all personnel and visitors within the rented facilities to ensure a secure environment and to ensure that the whereabouts of all visitors are known.
12. **First Aid.** If required, the CONTRACTOR shall employ at its own expense a sufficient number of personnel in order to provide adequate medical attention for those attending the event.
13. **Release and Acceptance of Risk.** The CONTRACTOR understands and agrees that a risk of injury and property damage are inherent to the activities for which CONTRACTOR is renting the facilities provided in this agreement. This contract is made with full contemplation of such risk and CONTRACTOR, therefore, agrees to hold the COMPANY harmless and release the COMPANY from any and all liability arising in any way from CONTRACTOR'S performance under this agreement, presence in the rented facilities and/or activities in or at the rented facilities.
14. **Indemnification / Hold Harmless.** Contractor agrees hereby to indemnify and hold harmless the Company, its successors, agents, representatives, board of directors, employees, assigns and affiliates from any and all claims, demands and/or causes of action, of every kind and character, without regard to the causes thereof or the negligence of any party or parties, which may arise in any way out of the performance of Contractor's duties under this Contract or from Contractor's presence at Cheyenne Frontier Days™. Contractor's duty of indemnity shall extend to any claim, demand or cause of action arising from the act or omission of any person or entity acting as Contractor's subcontractor or from any person or entity acting on Contractor's behalf. The indemnification required herein under shall include payment of all reasonable attorney's fees incurred by the Company, whether or not suit is filed.
15. **Severability.** The unenforceability or invalidity of a provision of this agreement shall not render any other provision of this agreement unenforceable.
16. **Persons Bound and Amendment of Contract.** This contract shall be binding upon the heirs, personal representatives, employees, agents, representatives and assigns of the parties hereto, and the provisions hereof may not be altered except in a writing signed by both parties.
17. **Choice of Law.** This contract shall be governed by and construed in accordance with the laws of the State of Wyoming. By executing this contract, CONTRACTOR submits to the jurisdiction of the Wyoming courts and agrees that venue as to any action concerning this contract is proper in Laramie County, Wyoming.

18. **Obligation of Good Faith.** The parties shall deal with each other and carry out their respective obligations imposed by this Contract openly, honestly, and in good faith.
19. **Attorney Fees.** Should any party hereto bring suit in court to enforce or interpret any of the terms hereof, the prevailing party shall be entitled to recover from the losing party all of the prevailing party's costs and reasonable attorney fees.
20. **Force Majeure/Cancellation.** This agreement may not be canceled by either party without the written consent of the other. However, in the event of circumstances beyond the reasonable control of the COMPANY which prevent a substantial portion of the rented facilities from being usable, then and in such a contingency, this agreement is to have no further validity, but shall be deemed rightfully terminated by mutual consent and neither party shall have any right of action against the other.
21. **Relationship Between Parties.** The CONTRACTOR is not employed by the COMPANY and the CONTRACTOR is not an agent of the COMPANY and has no power as an agent or by apparent authority to bind the COMPANY.
22. **Breach of Contract and Remedies** In the event either party should breach this agreement, the parties shall have each and every remedy available at law or in equity. In addition, the COMPANY shall have the remedy of specific performance. In the event of any litigation to enforce any provision hereof, the parties shall be entitled to recover reasonable attorney's fees as the Court shall determine are fair and equitable considering the claims and issues involved, the negotiations, and any other relevant factors.
23. **Unauthorized Use of Logos and Trademarks.** CONTRACTOR agrees that any unauthorized use of any COMPANY registered logo or trademark for any purpose, without the express written consent of Cheyenne Frontier Days™, Inc., will constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park. CONTRACTOR shall not use or permit the use of the official Cheyenne Frontier Days™ arrowhead or brand logos on any items for sale or display, written or electronic, without the express written consent of Cheyenne Frontier Days™, Inc. Neither shall the CONTRACTOR use or permit the use of the phrases: Daddy of 'em All®, Cheyenne Frontier Days™, Frontier Days™, CFD, Return to the West, the arrowhead logo, the brand C F reverse D, Cheyenne Rodeo, the stylized use of the word "Cheyenne" in which the letter "C" is a part of the brand within the arrowhead or other similar phrases without the express written consent of Cheyenne Frontier Days™, Inc. Use of such will constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park. Note: Any use of similar slogans (such as "Granddaddy of Them All", Cheyenne Frontier Rodeo, etc.) amounts to a material trademark infringement and consequently would constitute a breach of contract and will result in forfeiture of rent and immediate suspension of all CONTRACTOR'S activities on the park.
24. **Non-Assignment of Contract.** This agreement shall not be assigned by CONTRACTOR without the prior written approval and consent of the COMPANY.

ACCEPTANCE OF CONTRACT

IN WITNESS WHEREOF, the parties to this Contract agreement have executed it effective on the day and year first above written.

FOR: Cheyenne Frontier Days™, Inc.

FOR: Laramie County Clerks Office

By: _____
Tom Hirsig

By: _____

Title: Chief Executive Officer

Title: _____

Cheyenne Frontier Days, Inc.
Facility Rental Agreement

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by and between **CHEYENNE FRONTIER DAYS INC. (CFD), P.O. Box 2477, Cheyenne, WY
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1. Rental of Entire First Floor of CFD Events Center	\$0
2. Cleaning Fee	\$300.00
	\$
	\$
	\$
	\$

2. **Rental Dates.** The CONTRACTOR shall be entitled to the use of the above-described facilities from 8:00 am on the 2nd day of November 2020 until 1:00 PM pm on the 4th day of November 2020. The COMPANY may allow the CONTRACTOR access to the rented facilities one (1) day prior to the specified rental dates and one (1) day after the rental dates for set-up, cleaning and tear down, if facility is available.
3. **Rent.** In consideration of the use of the above-described facilities and in addition to all other amounts due under this contract, CONTRACTOR shall pay **Three-Hundred Dollars (\$300.00)** to the COMPANY by October 17th, 2020
4. **Damage Deposit.** CONTRACTOR hereby agrees to pay to the COMPANY the amount of **Waived(\$0)** as a damage deposit.
5. **Insurance.** At least ten (10) days prior to the first rental day under this agreement, CONTRACTOR shall provide to the COMPANY a certificate of insurance verifying that the CONTRACTOR has obtained liability insurance insuring against personal injury, property damage and other damages to all persons, including spectators and participants, covering all facilities and locations provided under this agreement and valid for the rental dates plus any days when the CONTRACTOR is present for set-up or tear-down. This insurance shall be in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 general aggregate, and CHEYENNE FRONTIER DAYS, INC. and the CITY OF CHEYENNE shall be named as additional insureds.

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FOR: Cheyenne Frontier Days™, Inc.

FOR: Laramie County Clerks Office

By: _____
Tom Hirsig

By: _____

Title: Chief Executive Officer

Title: _____