

**DOUBLE D HOG WRESTLING AGREEMENT  
LARAMIE COUNTY /DOUBLE D LIVESTOCK LLC**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming and its Events Department, Cheyenne Wyoming, ("Events (LCE)") and Double D Livestock LLC 2368 Highway 20 West, Greybull, WY 82426-9614 ("CONTRACTOR"). The parties agree as follows:

This agreement is entered into by and between **Laramie County**, here in after referred to as "Events (LCE)" and **Double D Livestock, LLC** hereinafter referred to as "Contractor," , identified as follows:

Organization Name: Double D Livestock, LLC/ dba Double D  
Hog Wrestling Organization Type: Entertainment at Laramie  
County Events  
Principal Contact: Ron or Donna Dalin  
Mailing Address: 2368 Highway 20, Greybull,  
WY 82426 E-mail Address:  
[double.d.2368@gmail.com](mailto:double.d.2368@gmail.com)  
Tax ID Number: 20-85869808

Contractor and EVENTS (LCE) hereby agree to the following:

**I. PURPOSE**

The Events (LCE) desires to enter into an event production agreement per Exhibit A, attached hereto and made a part hereof, with Contractor for services desired, in return for the compensation stated. To this end, the parties mutually agree as follows:

**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 the Agreement is completely performed or are terminated as provided herein.

### **III. RELATIONSHIP OF PARTIES**

Neither party will have any authority to bind the other except to the extent authorized herein.

Each party will furnish to the other such cooperation and assistance as may be reasonably required and specified hereunder. However, at all times, Contractory shall remain an independent contractor. Employees and agents of each party will not be deemed to be employees or agents of the other party. Contractor will perform or provide its services free from the supervision, direction or control of the County/Festival/Events.

Contacts:

Contractors contacts are identified herein. The Events (LCE) official with whom the contractor must communicate regarding this Agreement and who shall have the authority to accept completion performance and to submit requests for payment is:

**Name: Dan Ange, Events Director**

**Address: 3801 Archer Parkway,  
Cheyenne, WY 82009**

**Telephone: (307) 633-4598**

**E- mail Address: [dange@laramiecounty.com](mailto:dange@laramiecounty.com)**

### **IV. RESPONSIBILTIES OF CONTRACTOR**

The Contractor shall provide the specific services, tasks, or work products shown on Exhibit A, which lists the scope of services relating to this Agreement. By this reference, Exhibit A is made a part of the Agreement.

Contractor will perform most services in accordance with this Agreement at the Event Center at Archer as an event at the Laramie County Events' "Hogfest".

## **V. RESPONSIBILITIES OF EVENTS (LCE)**

Events (LCE) shall be responsible for assisting with the performance of this Agreement by doing or providing the following:

- a. Events (LCE) will arrange hotel accommodations for **Saturday, October 3, 2020, of two (2) rooms on ground floor, w/ two (2) queen beds/ non-smoking, for one(1) night (October 3).** Hotel/ Motel must have parking for a semi-truck and trailer. Contractor shall be responsible for any additional charges, costs, assessments or damages associated with its use of the accommodations, other than the basic room rental.
- b. Events (LCE) will provide a sound system with public address system and music system (as desired by Events LCE)).
- c. Events (LCE) will provide six (6) ground labor personnel during and after event production, water to mix the mud during the event, and adequate area away from the event arena for contestants to wash following wrestling.
- d. Events (LCE) will be responsible for clean-up following the show, including providing water for and washing the mud off of the hogs. Events (LCE) will also provide the equivalent of **four (4) bales of wood shavings** for bedding.
- e. Events (LCE) agrees to provide adequate space for event production including: bleachers for seating; water to mix the mud; two (2) tables w/ 4 chairs; electrical power for timer and horn; wash-off area and space for a semi w/ 35 ft. trailer, pickup w/ 20 ft. trailer; and arena setup.
- f. Events (LCE) will provide all sponsor lists necessary for the ring announcer.
- g. Events (LCE) will provide at its expense the announcer and/ or auctioneer for said event and Calcutta (if Events holds a Calcutta).
- h. Events (LCE) will provide 1 clerk and bid assistants for the auctioneer at the Calcutta (if a Calcutta is held).

## VI. PAYMENT

For the satisfactory completion of services to be performed under Exhibit A, the County/ Festival/Event will pay Contractor a sum of \$5,800.00 (base rate) plus \$100.00 to be named as "additional named insured" on Contractor's insurance plus \$450.00 fuel surcharge, for a Total of \$6350.00. Additional fees will be added if more than 40 hogs are used. Additional fees will be assessed at the rate of \$35.00 per head for hogs used in excess of 40 head included in the base rate. Events (LCE) will pay Contractor according to payment schedule as per page 2 of Exhibit A, attached hereto and made a part hereof.

## VII. CANCELLATION

Unless otherwise provided herein, this Agreement may be cancelled / terminated as follows: All cancellations/terminations **MUST BE MADE IN WRITING, not less than 20 days prior** to date of scheduled event. All cancellations made after that time will be required to pay a minimum of 75% of the contracted TOTAL FEE plus all expenses incurred (i.e., travel arrangements, advertising, etc.).

## 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 EVENTS (LCE). 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 (3 pages), Exhibit A (2 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; (d) upon mutual written agreement by both parties; or (e) as provided herein.

6. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the EVENTS (LCE) 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 EVENTS (LCE)'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 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: Laramie County/EVENTS (LCE) 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, Laramie County/EVENTS (LCE) 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 to the Agreement, 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 Laramie County/EVENTS (LCE), 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 EVENTS (LCE). CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide EVENTS (LCE) with proof of such insurance.

13. Conflict of Interest: EVENTS (LCE) 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 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.

15. Limitation on Payment: EVENTS (LCE)'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 EVENTS (LCE) at the end of the period for which funds are available. EVENTS (LCE) 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 EVENTS (LCE) knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to EVENTS (LCE) in the event this provision is exercised, and EVENTS (LCE) 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 EVENTS (LCE) to terminate this Agreement in order to acquire similar services from another party.

16. 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.

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

LARAMIE COUNTY/ EVENTS (LCE)

By:  Date 9/14/20  
Chairman, Laramie County Commissioners

ATTEST:

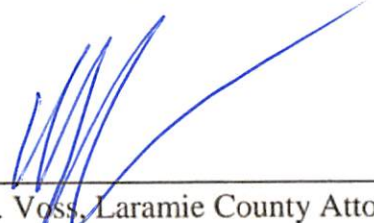
By:  Date 9-14-2020  
Laramie County Clerk

CONTRACTOR: DOUBLE D LIVESTOCK LLC

By:  Date 8-31-20

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 9/14/20  
Mark T. Voss, Laramie County Attorney

**EXHIBIT A**  
**DOUBLE D LIVESTOCK, LLC PERFORMANCE AGREEMENT & PAYMENT SCHEDULE**

**PROJECT:** *Laramie County Events Hog Wrestling Entertainment Event* (fair/festival/event)

Referenced to and made a part of the Performance Agreement between Laramie County Events and Double D Livestock, LLC, ***dated August 28, 2020.***

Under the terms of the Performance Agreement, Double D Livestock, LLC, (contractor) will provide to Laramie County Events (/festival/Event) the following services or tasks or work products:

- Contractor agrees to provide one (1) show daily on **Saturday October 3, 2020** at the time(s) specified by Laramie County Events(festival/event). Each show will provide the opportunity for wrestling up to forty (40) hogs and teams in the following classes: child (6 teams), youth (6 teams), teen (6 teams), adult ladies (8 teams) and adult men/Coed (8 teams). These may be adjusted if desired and agreed upon between the contractor and event. Show time will be at **6:00 o'clock P.M.** as agreed upon between both parties. Events agrees to coordinate the sign-up and registration for this event with the contractor prior to the start of the show.
- Contractor will provide hogs, trailer for washing hogs, ring trailer, holding pens, set-up personnel and event personnel.
- Contractor will provide electronic timer, horn, secretary, and person to run timer.

Under the terms of the Performance Agreement, Laramie County Events (festival/event), will provide to Double D Livestock, LLC (contractor), the following services or tasks or work products:

- Events/Festival agrees that a **\$1000.00** fee will be assessed if hogs are not washed.
- Events/Festival will provide 2 clerks and 6 ground labor personnel during and after event production, water to mix the mud prior to and during the event, and adequate area away from the event arena for contestants to wash following wrestling.
- Events/Festival will provide an announcer, and if a Calcutta is held will provide 1 clerk, auctioneer and bid assistants for Calcutta.
- Events/Festival will provide sound system with public address system and music system as desired by fair.
- Events/Festival will be responsible for clean-up following the show including providing water for washing the mud off the hogs. Events will also provide **4 bales of wood shavings for bedding.**
- Events/Festival will provide 1 tables w/chairs and electrical power for timer and horn.
- Events/Festival will provide all sponsor lists necessary for the ring announcer/auctioneer.
- Events/Festival will provide hotel accommodations for: **Saturday, October 3, 2020 of two (2) rooms on ground floor w/2 queen beds, non-smoking, for one (1) night.**



# EXHIBIT A

## PAYMENT SCHEDULE:

Base Fee for event	FEE \$5,800.00	PAYMENT SCHEDULE
DUE with signing & return of Contract	\$ n/a	Deposit: Check made payable to: Double D Livestock, LLC TAX ID: 20-8586980
Payable upon completion of show October 3, 2020	\$5,800.00	Balance: Base fee for event
Payable upon completion of show October 3, 2020	\$ 450.00	Plus: Fuel Surcharge
Payable upon completion of show October 3, 2020	\$ 100.00	Plus: Insurance "Additional Named Insured" fee
Events agrees to pay Contractor upon completion of show October 3, 2020	\$6,350.00	Check made payable to: Double D Livestock, LLC Tax ID: 20-8586980
Additional Hog Fee Payable upon completion of show October 3, 2020		PLUS: \$35/hd for hogs over 40 if needed.

Laramie County Events

Initials \_\_\_\_\_

Double D Livestock, LLC

Initials dd