

**ADDENDUM TO ADVENTURE QUESTS ENTERTAINMENT AGREEMENT
BETWEEN
ADVENTURE QUESTS & LARAMIE COUNTY EVENTS DEPARTMENT**

THIS ADDENDUM is made and entered into by and between the Laramie County Events Dept., 3801 Archer Parkway, Cheyenne WY 82009, ("COUNTY") and Matthew Davis, d/b/a Adventure Quests, 80 Riverbend Ct., Evanston, WY 82930 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

This Addendum modifies the Adventure Quests Contract, attached and fully incorporated into this Addendum as "Attachment A" (hereinafter "Agreement"), for purposes of providing adventure quests laser maze and other entertainment services at Archer.

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 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. 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, 1 page) 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 _____
Gunnar Malm, Chairman, Laramie County Board of Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: ADVENTURE QUESTS

By: Matthew Davis Date 12-10-20
Name: Matthew Davis
Title: OWNER

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] Date 01/12/2021
Laramie County Attorney's Office

Adventuring Quests Events Contract

Contract between Adventuring Quests Events and Laramie County Events

**Matthew Davis
80 Riverbend Ct
Evanston, WY 82930
307-677-0815**

**Laramie County Events
3801 Archer Parkway
Cheyenne, WY 82009**

Adventuring Quests will provide Adventure Quest, a laser maze challenge, and Patrick's Putt Putt Adventure, a 9 hole miniature golf course, at the Laramie County Fair.

held on Aug 9th – Aug 13th 2021.

for a total of \$10000 payable by check to Matthew Davis on the last day of the event. A credit card is also acceptable for a 3% transaction fee.

Each day we will operate for a minimum of 8 hours. There will be no additional charge to the participants.

Adventure Quest will not hold liable Laramie County Events for any incidents that may occur.

2 standard 120v outlet is requested near the location.

2 rooms will also be requested for the duration of the stay.

In the event of a cancellation a 30 day notice will given by either party.

**Matthew Davis
Adventure Quest Events**