

**ADDENDUM TO THE WYOMING BUCKING HORSE & RIDER ORGANIZATIONAL
USE AGREEMENT**

Between

**LARAMIE COUNTY, WYOMING, LARAMIE COUNTY EVENTS DEPARTMENT and
the STATE OF WYOMING, the WYOMING SECRETARY OF STATE'S OFFICE, and
the UNIVERSITY OF WYOMING**

THIS ADDENDUM is made and entered into by and between Laramie County, Wyoming, Laramie County Events Department, 3801 Archer Parkway, Cheyenne, WY 82009 ("Organization") and the State of Wyoming, the Wyoming Secretary of State's Office, the University of Wyoming, Dept. 3322, 1000 E. University Ave., Laramie, Wyoming, 82071.

I. PURPOSE

The purpose of this Addendum is to modify the "Wyoming Bucking Horse & Rider Organizational Use Agreement" attached hereto as Attachment 'A' and fully incorporated herein (hereinafter "Agreement").

II. MODIFICATIONS

- A. Section 5 entitled "INDEMNIFICATION" is stricken out in its entirety and replaced with the following language: "each party to this Agreement shall be responsible for any liability arising from its own conduct. Neither party agrees to insure, defend or indemnify the other."
- B. Section 9 entitled "APPLICABLE LAW" is retitled to "APPLICABLE LAW/VENUE" and the text of the provision is stricken out in its entirety and replaced with the following language: "The parties mutually understand and agree 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."
- C. Section 15 entitled "SOVEREIGN IMMUNITY" is retitled to "SOVEREIGN/GOVERNMENTAL IMMUNITY" and further modified to provide as follows: "The State of Wyoming, the Wyoming Secretary of State's Office, the University and Organization do not waive sovereign/governmental immunity by entering into this Agreement and Addendum and specifically retain all immunities and defenses available to them as sovereigns/governmental entities pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity. Further, The State of Wyoming, the Wyoming Secretary of State's Office, the University and Organization fully retain 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."

III. ADDITIONAL PROVISIONS

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

LARAMIE COUNTY, WYOMING

By: 
Gunnar Malm, Chairman, Laramie County Commissioners

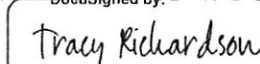
Date 1/13/21

ATTEST:

By: 
Debra Lee, Laramie County Clerk

Date 1/13/2021

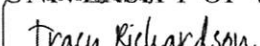
UNIVERSITY OF WYOMING

By: 
Tracy Richardson, Director of Licensing & Marketing

Date 1/12/2021

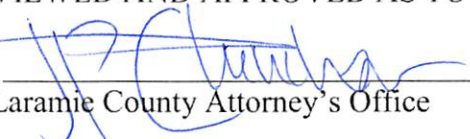
STATE OF WYOMING and the WYOMING SECRETARY OF STATE'S OFFICE

By: ~~UNIVERSITY OF WYOMING~~

By: 
Tracy Richardson, Director of Licensing & Marketing

Date 1/12/2021

REVIEWED AND APPROVED AS TO FORM ONLY

By: 
Laramie County Attorney's Office

Date 1/13/2021

ATTACHMENT

A

**Wyoming Bucking Horse & Rider
Organizational Use Agreement**

This is an Agreement by and between the State of Wyoming, the Wyoming Secretary of State's Office, the University of Wyoming, Dept. 3322, 1000 E. University Ave., Laramie, Wyoming, 82071 and

<u>Laramie County Events Department</u>	(Organization/Business Name)
<u>3801 Archer Parkway, Cheyenne, WY 82009</u>	(Mailing Address)
<u>3801 Archer Parkway, Cheyenne, WY 82009</u>	(Physical Address)
<u>Dan Ange</u>	(Primary Contact Name)
<u>307-633-4670</u>	(Phone Number/Fax Number)
<u>dange@laramiecounty.com</u>	(Email/Web address)

Whereas, the State of Wyoming is the owner of the "Bucking Horse & Rider" mark (hereinafter referred to as BH&R) as shown on Exhibit A.

Whereas, Organization desires to use the BH&R to advertise and promote its organization in the manner outlined in this Agreement.

Whereas, Organization has represented that it has a physical presence in the state of Wyoming and that it conducts business in, or provides services that originate in, Wyoming.

Whereas, the University of Wyoming (hereinafter "University") through its Trademark Licensing Office (hereinafter "TLO"), has been authorized by the Wyoming Secretary of State's Office to administer the State of Wyoming's trademark licensing program and to enter into this Agreement on its behalf for use of the BH&R.

Whereas, this Agreement is not intended to establish or represent the State of Wyoming or University as a guarantor of the quality of any product or services provided by Organization, but to grant Organization a limited right to use the BH&R to further the interests of the state of Wyoming through the promotion of Wyoming business, tourism and products and services originating in Wyoming.

Now, therefore in consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows:

1. OWNERSHIP/GOODWILL

(a) Organization acknowledges and agrees that State of Wyoming is the sole and exclusive owner of all trademark, service mark or other proprietary rights, title and interest in the BH&R.

(b) Organization shall not in any manner represent that Organization has any ownership of the BH&R, and shall not knowingly in any way do or cause to be done any act or thing contesting or in any way impairing any part of the State of Wyoming's right, title and interest in or to the BH&R. Organization shall not register or attempt to register, or otherwise acquire rights in or to the BH&R (except for the rights granted herein), in any jurisdiction. Organization shall provide such assistance as the University or the State of Wyoming may reasonably request in connection with the State of Wyoming's efforts to register and maintain registrations of the BH&R or the defense or assertion of actual or threatened claims relating to the BH&R.

(c) Organization shall not alter or modify the BH&R without prior approval of the TLO and shall not misuse the BH&R, bring the BH&R into disrepute, use a mark that is likely to dilute the distinctiveness of the BH&R, or use the BH&R to disparage the University of Wyoming, State of Wyoming, or any of its components or agencies, or the citizens of Wyoming. Organization shall comply with all applicable state and federal laws and regulations relating to use of the BH&R.

(d) Organization acknowledges and agrees that its use of the BH&R inures solely to the benefit of the State of Wyoming and that Organization does not have and shall not acquire any right, title and interest in or to the BH&R or any derivatives or modifications thereof.

2. GRANT.

(a) The State of Wyoming hereby grants to Organization, pursuant to the terms and conditions of this Agreement, a limited right to use the BH&R in the manner and for the purposes set forth in this Agreement. Use of the BH&R by Organization shall be limited to (i) use on those items listed in Exhibit A in connection with the Organization's activities in the state of Wyoming, and (ii) use in advertising for Organization's business conducted in the state of Wyoming and for services originating in the state of Wyoming. Organization shall not use the BH&R on or in connection with Organization's facilities physically located outside of the state of Wyoming, or in connection with business conducted wholly outside of the state of Wyoming, or services originating outside the state of Wyoming, unless specifically approved in writing by the TLO. Additional limitations may be set forth in Exhibit A. Organization acknowledges and agrees that any use of the BH&R not expressly authorized by this Agreement requires express written permission from the TLO or the State of Wyoming. All uses of the BH&R by Organization shall be in a form and manner that is acceptable to the TLO in its sole discretion. Organization shall not assign or sublicense any of the rights granted under this Agreement without the prior written approval of the TLO.

(b) Any unauthorized or unapproved use by Organization of the BH&R shall constitute grounds for immediate termination of this Agreement. Upon receipt of notice from the TLO, Organization shall immediately cease any use of the BH&R that the TLO identifies as not acceptable.

(c) If so directed by the TLO, Organization shall display a "SM," "TM" or "®" designation in connection with the BH&R in the form and manner directed by the TLO. At the discretion of the TLO, Organization may also be required to place the following statement or similar statements on approved items bearing the BH&R: "The Bucking Horse & Rider is a trademark of the State of Wyoming and is used with permission."

3. TERM/TERMINATION

(a) This Agreement shall be effective as of the last date of signature below and shall expire on 12/31/2022, but may be terminated at any time by the TLO on sixty (60) days written notice for any reason or no reason. This Agreement may be renewed for successive two year periods, upon approval by the TLO, by Organization complying with all renewal requirements established by the TLO for this Agreement, including but not limited to completing and returning all renewal paperwork provided by the TLO. Renewal requirements and approval of renewals shall be at the sole discretion of the TLO. Nothing in this Agreement shall be interpreted or deemed to create an expectation that this Agreement will be extended beyond the term described herein.

(b) Following the expiration or termination of this Agreement, Organization shall cease all use of the BH&R and refrain from using the BH&R or any mark confusingly similar thereto unless authorized by the TLO.

(c) This Agreement shall also be deemed immediately terminated in the event that Organization closes, or ceases to conduct business in the state of Wyoming, or ceases to maintain a physical presence in the state of Wyoming, or otherwise ceases to conduct operations or activities in the manner outlined in Exhibit A. The TLO may immediately terminate this Agreement if Organization sells, assigns or otherwise transfers ownership or control of Organization to another person or entity.

4. NATURE OF ORGANIZATION

- (a) Organization shall immediately notify the TLO of any material change in the nature, purpose, or character of Organization, or any material change in its services or activities from those listed in Exhibit A.
- (b) The manner and style in which the BH&R is used by Organization shall be consistent with that approved by the TLO at the time this Agreement is signed, unless otherwise approved by the TLO.
- (c) From time to time, at the request of the TLO, Organization shall submit to the TLO, without cost to the TLO, samples of the use of the BH&R by the Organization and information regarding use of the BH&R by the Organization so that the TLO may determine compliance with the terms of this Agreement.

5. INDEMNIFICATION

Organization shall indemnify, defend, and hold harmless the State of Wyoming, the Wyoming Secretary of State's Office and the University, and their officers, agents, employees, successors, and assignees from (i) any and all claims, lawsuits, losses, and liabilities arising out of Organization's failure to perform any of Organization's duties and obligations hereunder or in connection with the negligent performance of Organization's duties or obligations, and (ii) any and all claims, lawsuits, losses, and liabilities or arising out of or relating to products or services of Licensee, including but not limited to product liability claims.

6. NO ENDORSEMENT

Organization shall not, in the exercise of its rights under this Agreement, state or imply either directly or indirectly that Organization or Organization's activities are supported, endorsed or sponsored by University or the State of Wyoming. Organization acknowledges and agrees that this Agreement does not authorize Organization to use the name of University or the State of Wyoming in connection with its business, products, services, affairs or otherwise.

7. COMMERCIAL/PROMOTIONAL PRODUCTS

- (a) Organization acknowledges and agrees that this Agreement does not authorize Organization to affix, or otherwise use, the BH&R on or in connection with any goods that are intended to be sold, offered for sale, sold or otherwise distributed in any type of commerce in exchange for any form of consideration. Such use would require a separate license agreement. Organization acknowledges and agrees that this Agreement does not authorize Organization to use the BH&R for any purpose other than to further the interests of the state of Wyoming through the promotion of Wyoming business, tourism and products and services originating in Wyoming.
- (b) Unless otherwise indicated in Exhibit A, Organization may acquire from third parties the items identified in Exhibit A bearing the BH&R that will be used solely by Organization for authorized purposes as set forth in Section 2(a) above, provided that such items are of acceptable quality. Any goods bearing the BH&R acquired by Organization and used for any other purpose, or any goods bearing the BH&R acquired by Organization and not identified in Exhibit A, must be obtained from an authorized licensee having a valid license to use the BH&R on or in connection with such goods.

8. SURVIVAL OF RIGHTS

The terms and conditions of this Agreement necessary to protect the rights and interests of University, the Wyoming Secretary of State's Office or the State of Wyoming shall survive the termination or expiration of this Agreement. The terms and conditions of this Agreement providing for any other activity following the effective date of termination or expiration of this Agreement shall survive until such time as those terms and conditions have been fulfilled or satisfied.

9. APPLICABLE LAW

The Parties hereto agree that (i) the laws of Wyoming shall govern this Agreement; (ii) any questions arising hereunder shall be construed according to such laws; and (iii) this Agreement has been negotiated and executed in the State of Wyoming and is enforceable in the courts of Wyoming.

10. NOTICES

Any notice required by this Agreement shall be deemed to have been properly received when delivered in person or when mailed by certified mail, return receipt requested, to the other party at the respective addresses below, or when actually received by a party if sent via facsimile or email:

If to Organization, the address set forth above;

If to TLO, University of Wyoming, State of Wyoming or the Wyoming Secretary of State's Office:

University of Wyoming, Trademark Licensing Dept. 3322, 1000 E. University Ave.

Laramie, WY, 82071, Fax: 307-766-4049 Email: trademrk@uwyo.edu

11. REMEDIES

Organization acknowledges that any breach of this Agreement relating directly or indirectly to use of Licensed Marks will result in immediate and irremediable damage to the University of Wyoming and/or the State of Wyoming, and that money damages alone would be inadequate to compensate the University of Wyoming and/or the State of Wyoming. The State of Wyoming, the Wyoming Secretary of State's Office and University retain all legal and equitable rights that may arise out of this Agreement and reserve the right to pursue enforcement of any of those rights in their sole discretion.

12. SEVERABILITY

Should any provision of this Agreement be held unenforceable or in conflict with the law of any applicable jurisdiction, then that/those provision(s) shall be void but the validity of the remaining provision(s) shall not be affected by such a holding.

13. MODIFICATION AND WAIVER

(a) The parties agree that this Agreement may be modified only by a writing signed by all parties.

(b) It is agreed that no waiver by either party hereto of any breach of any of the provisions herein set forth shall be deemed a waiver as to any subsequent or similar breach.

14. NON-ASSIGNABILITY

This Agreement is personal to Organization. Neither this Agreement nor any of Organization's rights or obligations hereunder shall be sold, transferred or assigned by Organization without the written approval of the TLO, and no rights of Organization shall devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee or other person or entity. Subject to the foregoing, this Agreement shall be binding upon any approved assignee or successor of Organization and shall inure to the benefit of the University of Wyoming, the State of Wyoming, the Wyoming Secretary of State's Office and their respective successors and assigns.

15. SOVEREIGN IMMUNITY

The State of Wyoming, the Wyoming Secretary of State's Office and the University do not waive sovereign immunity by entering into this Agreement and specifically retain all immunities and defenses available to them as sovereigns pursuant to Wyo. Stat. § 1-39-104(a) and all other applicable law. Designations of venue, choice of law, enforcement actions, and similar provisions should not be construed as a waiver of sovereign immunity.

16. NO PARTNERSHIP OR FRANCHISE

This Agreement does not constitute and shall not be construed to constitute (i) a partnership or joint venture between any of the parties, or (ii) a franchise agreement between any of the parties. Organization shall have no right to obligate or bind the University of Wyoming or the State of Wyoming or the Wyoming Secretary of State's Office in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any rights of any kind to third persons.

17. EQUAL EMPLOYMENT OPPORTUNITY

Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990. The University's policy has been, and will continue to be, one of nondiscrimination, offering equal opportunity to all employees and applicants for employment on the basis of their demonstrated ability and competence without regard to such matters as race, gender, color, religion, national origin, disability, age, veteran status, sexual orientation, genetic information, political belief, or other status protected by state and federal statutes or University Regulations.

18. THIRD PARTY BENEFICIARY RIGHTS

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 this Agreement and shall inure solely to the benefit of the parties to this Agreement.

19. ENTIRE AGREEMENT

This Agreement, including Exhibit A, contains the entire Agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements and other statements and representations pertaining to this subject matter, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed effective as of the last date of signature below.

University of Wyoming:

By: DocuSigned by:



Tracy Richardson, Director of Licensing & Marketing

Organization:

By:

Dan Ange

(printed name, title)

1/12/2021

Date:

Signature:

Date:

The STATE OF WYOMING and the WYOMING SECRETARY OF STATE'S OFFICE:

By: UNIVERSITY OF WYOMING

Signature



Tracy Richardson, Director of Licensing & Marketing

Date: 1/12/2021

Exhibit A



"Bucking Horse & Rider" mark

Nature of activities in Wyoming:
Events Department & Events Center

Location(s) in Wyoming:
Cheyenne

Approved uses of the BH&R mark:
Company logo, signage, letterhead, business cards, website, promotional materials, social media

Additional limitations:
Apparel, headwear, drinkware must be acquired from authorized licensee and subject to royalties

Bucking Horse & Rider Organizational Use Agreement Application



The Bucking Horse & Rider ("BH&R") trademark is a symbol of Wyoming and the mark is owned by the State of Wyoming. As part of its obligations as a trademark owner and to protect the rights in the BH&R mark, the State maintains a licensing program to authorize approved uses of the mark. This licensing program is managed by the University of Wyoming's Trademark Licensing Office ("TLO").

The BH&R trademark licensing program has two components: Organizational Use Agreement and Product Licensing. However, the information and application contained in this packet is intended for a Wyoming organization, business, or political subdivision (an "organization") that wishes to use the BH&R mark in advertising, marketing or promotion of their organization by use of the BH&R mark in signage, on a website, letterhead, or similar uses. For qualifying organizations, a limited, non-exclusive right to use the BH&R mark may be granted at no charge. These agreements are for two year periods with the option to renew.

Approval to use the BH&R mark under the Organizational Use Agreement is granted to further the interests of the State of Wyoming through the promotion of Wyoming business, tourism and products and services originating in Wyoming. If your intended use of the BH&R mark does not meet the parameters identified in this packet, please feel free to contact the TLO.

Getting Started

1. Submit a completed application to the TLO.
2. If the application is approved, the TLO will provide your organization with a BH&R Organizational Use Agreement for review and signature. *Disapproved applicants will be notified in writing.*
3. Once an executed agreement is on file with the TLO, electronic files of the BH&R mark will be made available to your organization.
4. Organization must then submit for approval artwork showing its intended use of BH&R mark through our online portal.

Reinstatement Fee: If you let your licensing agreement lapse and / or do not complete the initial licensing process in a timely fashion, you will be charged a \$25.00 Reinstatement Fee to restart the licensing process with the TLO. The best way to avoid this fee is to complete the licensing process in a timely fashion as you are prompted by the TLO and to be responsive when renewing your Organizational Use License every two years.

The purpose of this application is to obtain detailed information about your organization, its desired use of the BH&R mark, and to determine if your organization is eligible for use of the BH&R mark. It is important that you provide thorough and accurate information. Note that this document is an application only and does not authorize the applicant to use the BH&R mark.

General Requirements for BH&R Organizational Use Agreement:

- Use of the BH&R mark under a BH&R Organizational Use Agreement is limited to use by organizations that have a physical presence in the state of Wyoming and conduct business in, or provide services that originate in, Wyoming.
- The BH&R mark may only be used in the advertising of organization's business conducted in the state of Wyoming and for services originating in the state of Wyoming.

Graphic Requirements:

- The manner and style in which the BH&R mark is used by an organization shall be consistent and approved by the TLO prior to use.
- A high resolution graphic file of the BH&R mark will be made available by the TLO for use by approved users in the development of letterhead, signage, etc.

Permitted Uses of the BH&R Mark:

- Each organization is unique and its desired use of the BH&R mark can vary from integration in its logo and corresponding office materials to a myriad of other items that are used during its normal operations. Those items where the BH&R mark is most commonly used and approved include: signage, letterhead, vehicle decals, websites, advertising and newsletters.

Advertising/ Promotional Products:

- All uses of the BH&R mark are subject to approval by the TLO.
- The BH&R mark may not be used on or in connection with any goods that are intended to be sold, offered for sale, sold or otherwise distributed in any type of commerce in exchange for any form of consideration. Such use would require a separate Licensing Agreement.
- If use of the BH&R mark on apparel, headwear, drinkware and other items that are reasonably known to involve screenprinting or embroidery, or similar application methods, is approved by the TLO pursuant to a BH&R Organizational Use Agreement, such items obtained by the organization must be acquired from an authorized product licensee and subject to applicable royalties.
- Use of the BH&R mark on debit and/or credit cards may require a separate licensing agreement and applicants are encouraged to contact the TLO directly to discuss this issue.

Non Permitted Uses of the BHR Mark:

- The BH&R mark may not be used in a manner that the State or University of Wyoming believes, in its sole discretion, disparages any of its components or agencies, or the citizens of Wyoming.
- The BH&R mark may not be used in a manner that creates confusion with any service provided by the State and/or the University of Wyoming.
- The BH&R mark may not be used to imply association, partnership or endorsement of a product or service by the State and/or University of Wyoming.
- The BH&R mark may not be used by colleges or post-secondary educational/academic institutions (for profit or state funded) other than the University of Wyoming.
- The BH&R mark may not be included in any State or Federal trademark or service mark application or registration by the organization.

Always refer to the actual BH&R Organizational Use Agreement for obligations, requirements, etc.

Bucking Horse & Rider Organizational Use Agreement Application

ORGANIZATION INFORMATION:

Legal Organization Name:	Laramie County
DBA's or Alternative Names For Your Organization:	Events Department
Physical Address of Main Office:	3801 Archer Pkwy
Mailing Address (if different):	
City, State, Zip	Cheyenne, WY 82009
Main Phone:	307-633-4670
Fax Number:	
Please enter the address of any online presence (i.e. website, Facebook, Etsy, etc.)	www.laramiecountyevents.com https://www.facebook.com/EventCenteratArcher
List All Locations in Wyoming:	
Year of Organization Formation:	2019

Company Contacts	Name/Title	Email Address	Phone Number
Primary Contact:	Dan Ange - Director	dange@laramiecounty.com	307-633-4598
Secondary Contact:			

Please describe the nature, purpose or character of your organization including those products and services that originate in Wyoming. If available, please provide existing brochures/materials that will assist in determining the nature of your business.

We are the Events Department within Laramie County Government. We operate the new Event Center at Archer, which is now the largest indoor event space in Cheyenne. Since opening in the summer of 2019, we have hosted two Laramie County Fairs, two large-scale dog shows, and have a VERY busy 2021 calendar.

Has the nature, purpose or character of your organization recently changed? If so, please explain.
 New county department and new facility.

Please describe how your organization desires to use the BH&R mark in advertising its business conducted in the state of Wyoming or for services that originate in the state of Wyoming. This description should also include a complete list of those items you seek approval to place the BH&R mark onto (i.e. business cards, letterhead, envelopes, website, signage, vehicle decals, etc.).

Since we are a department within Laramie County Government, it is our desire to use the BH&R mark with the Laramie County "LC" inside it, and within an arrowhead, just as it is shown on the great seal of Laramie County. This final depiction would be alongside the "Event Center at Archer" text and would serve as the official logo of our event center. This logo would go on any and all items relevant to the event center, including event promotions, website, email signatures, business cards, social media, etc.

Please view the prospective logo attached to the email that this application was sent within.

If your organization has multiple locations within the state of Wyoming where the BH&R mark is intended to be used (e.g., Casper, Sheridan, Evanston, etc.), please list the respective addresses and how the BH&R mark will be used at each of these respective locations.

City	Address	BH&R intended use

I have read and understand this application and hereby state that to the best of my knowledge all information provided is accurate and complete. I also grant the TLO permission to verify the information on the organization submitting this application. I am aware that this information may be used to evaluate this application.

Name: Dan Ange Title: Events Director Date: 12/10/2020

Save this form and then manually attach it to an email addressed to trademrk@uwyo.edu.

TLO Use Only:

App rec'd: _____ App approved: _____ App disapproved: _____ Activate _____ Agreement sent: _____