

**LARAMIE COUNTY EVENTS SPONSORSHIP AGREEMENT**  
**LARAMIE COUNTY/ HEALTHWORKS**

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THIS SPONSORSHIP AGREEMENT (hereinafter "Agreement") is made and entered into between Laramie County/Laramie County Events Department, 3801 Archer Parkway, Cheyenne, Wyoming 82009 (hereinafter "COUNTY") and HealthWorks (hereinafter "SPONSOR"). The parties agree as follows:

**I. RECITALS**

WHEREAS, the COUNTY is the sole owner and manages the 876 acre Archer Research Station property, located in Sections 27 and 28 Township 14 North, Range 65 West of the 6<sup>th</sup> PM, Laramie County, Wyoming (hereinafter referred to as the "Archer Property"); and

WHEREAS, the COUNTY desires to permit and encourage sponsorship of its event facilities located at the Archer Property by business entities; and

WHEREAS, SPONSOR desires to sponsor:  
Eight (8) individual hand sanitizer stations at the Event Center at Archer.

;and

WHEREAS, the COUNTY and SPONSOR wish to enter into an agreement identifying each parties' respective duties and obligations for the sponsorship.

NOW THEREFORE, in consideration of the foregoing, and subject to the terms and conditions set forth below, the COUNTY and SPONSOR do hereby agree to perform as provided in the "Sponsorship Proposal," attached hereto as Attachment 'A' and fully incorporated herein. (Hereinafter "Sponsorship Proposal").

**II. EXCLUSIVITY OF SPONSORSHIP.**

This sponsorship is non-exclusive. The COUNTY may enter into similar agreements with other parties.

### III. TERM.

The term of this AGREEMENT shall be for a period of two (2) years starting from the date of execution, subject, however, to the right of both parties to terminate this AGREEMENT in accordance with the provisions of Section V, Paragraph M of this AGREEMENT.

### IV. SPECIAL PROVISIONS

- A. Conflict of Interest. The sponsorship must not create a conflict of interest for the COUNTY; otherwise, the sponsorship shall be deemed null and void.
- B. Personal Benefit to County Officers or Employees is Prohibited. The SPONSOR must not confer a personal benefit, directly, or indirectly, to any particular individual COUNTY officer or employee.
- C. No Endorsement. Sponsorship shall not be deemed to constitute an endorsement by the COUNTY of the SPONSOR or its services and products, or create any proprietary interest of the SPONSOR in the COUNTY or any COUNTY facility, program, equipment or tangible or real property.
- D. Use of COUNTY's and/or Laramie County Events Name, Seal, or Logo. No materials, communications, or advertisements including, but not limited to, print, video, internet, broadcast, or display items developed to promote or communicate the sponsorship, may use the COUNTY's and/or Laramie County Events name, seal, or logo **without express prior written approval** of the COUNTY. Such approval may be granted by the Laramie County Events Director.
- E. Intellectual Rights. SPONSOR shall be responsible for obtaining all consents related to intellectual property, including trademarks, trade names, and copyrights.
- F. Prohibited Content. Sponsorship recognition, signage, branding, publicity, and advertising in conjunction with this AGREEMENT must not contain the following:

- a. Obscenity;
- b. Pornography;

- c. Incitement to imminent lawless action;
- d. Speech presenting a grave and imminent threat;
- e. Fighting words;
- f. Fraudulent material;
- g. True threats;
- h. Defamatory, libelous, or slanderous material;
- i. Solicitations to commit, or speech integral to, criminal conduct;
- j. The promotion of drugs, alcohol, tobacco, gambling, or adult entertainment;
- k. Political campaign speech, or speech that supports or opposes or appears to support or oppose a ballot measure or initiative, or refers to any person in or campaigning for public office; or
- l. Religious speech that advocates or opposes a religion or religious belief.

G. **Prohibited Advertising.** Sponsorship materials that advocate, contain price information or an indication of associated savings or value, request a response, or contain comparative or qualitative descriptions of products, services, or organizations are prohibited.

H. **Editorial Control.** The COUNTY retains its rights and discretion to exercise full control over the placement, content, appearance, and wording of sponsorship recognitions, affiliations, and messages.

I. **Certifications.** The SPONSOR certifies the following:

- a. The SPONSOR does not have any pending or open application with the COUNTY that requires discretionary approval by the COUNTY.
- b. The SPONSOR is not opposing the COUNTY in any pending or ongoing legal proceeding.

- c. The SPONSOR has disclosed any known actual or potential conflicts of interest that may exist or arise as a result of this sponsorship.
- J. Payment. The amount owed by SPONSOR, according to the Sponsorship Proposal, shall be due within 30 days of the start date of this agreement. For agreements lasting beyond one year, annual payment will be due the following year on the day matching the start of the agreement. SPONSOR is not eligible for return of payment collected by COUNTY.

## **V. GENERAL PROVISIONS**

- A. Damage. The COUNTY shall not be responsible for any damage or loss, including but not limited to personal injury or death, caused by or arising out of or from SPONSOR's exercise of the rights granted by this AGREEMENT and not caused by the negligence or willful misconduct of the COUNTY.
- B. Indemnity. The SPONSOR shall defend, indemnify, and hold harmless the COUNTY, its officers, agents, and employees, against all liability, loss, damage, cost and expense, including attorneys' fees, arising out of or resulting from the acts or omissions of the SPONSOR, its directors, employees, officers, agents, or contractors, arising out of or in connection with the sponsorship and the AGREEMENT.
- C. No Agency or Partnership. Nothing contained herein shall be deemed or construed as creating an agency, partnership, or joint venture relationship between the COUNTY and SPONSOR, or to cause the COUNTY to be responsible in any way for the debts or obligations of SPONSOR.
- D. No Assignment. Neither AGREEMENT, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.
- E. Governing Law and Venue. The provisions of this AGREEMENT shall be interpreted in accordance with 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.

- F. Discrimination. All parties agree they will not discriminate against any person who performs work under the terms and conditions of this AGREEMENT because of race, color, gender, creed, handicapping condition, or national origin.
- G. 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.
- H. 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. 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.
- I. Entire Agreement. This AGREEMENT (7 pages) represents the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.
- J. 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.
- K. Invalidity. If any provision of this AGREEMENT 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 that the provisions of this AGREEMENT are fully severable.
- L. Termination. This Agreement may be terminated (a) by COUNTY at any time for failure of the other party to comply with the terms and conditions of this AGREEMENT; (b) by either party, with fifteen (15) days' prior written notice to other party; or (c) upon mutual written agreement written agreement by both parties.

- M. 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.
- N. 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.
- O. Compliance with Laws. COUNTY and SPONSOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

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Signature page

LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Chairman, Laramie County Commissioners

ATTEST:

By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

SPONSOR

By:  Date 03/11/2021  
HealthWorks

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By:  Date 3/18/21  
Laramie County Attorney's Office



**HealthWorks**

*Where health happens*

Laramie County Events  
Event Center At Archer  
3801 Archer Pkwy  
Cheyenne, WY 82009  
307-633-4672



## SPONSORSHIP PROPOSAL

### CONTRACT DESCRIPTION

HealthWorks will be Laramie County Events annual sponsor for 8 individual hand sanitizing stations for all events throughout the year.

### Assets for HealthWorks

Examples of events where hand sanitization stations will advertise HealthWorks include:

**Rodeos** - 3 large rodeos including Ranch Rodeo

35 smaller rodeo events including 10 Hell on Wheels rodeos

**Laramie County Fair** - 30,000+ people

**Home Show** (Home décor, remodel, etc.) - 4k-5k people

**Farm and Ranch** (Agriculture trade show) - 4k-5k people

**Sportsman's Expo** (Hunting and outdoors trade show) - 4k-5k people

**RV Shows** - Hosting 3 minimum events per year. 300+ people per show

**Hogfest** (Cornhole tournament, motorcycle show, pig wrestling) - Minimum of 300 people

**Spirit of Giving Events** - Breakfast with Santa, drive-in movie

\*\*Plus any and all events that get scheduled throughout the year

### LARAMIE COUNTY EVENTS TO PROVIDE

- A large logo and short description of the benefits of choosing Healthworks on each hand sanitizing station
- Shoutouts on social media throughout the year including "sponsor highlight" posts with other sponsor logos and posts with shoutouts solely to Healthworks
- Brochures that Healthworks provides will be in plastic containers at each hand sanitizing station
- Website presence thanking Healthworks as an annual sponsor

### CONTRACT TERM --- 2 YEARS

- March 1st 2021--March 1st 2023
- Laramie County Events sanitation station sponsor for all events throughout the year
- \$5,000 billed annually

### APPROVAL

Tenna L. Green  
Print

[Signature]  
Signature

1/12/2021  
Date