

ADDENDUM TO LIVESTOCK LEASE AGREEMENT
Between
LARAMIE COUNTY and DOUBLE D LIVESTOCK, LLC

THIS ADDENDUM is made and entered into by and between the Laramie County Events Department, 3801 Archer Parkway, Cheyenne Wyoming 82009 ("Events Dept.") and Double D Livestock, LLC, 2368 Highway 20 West, Graybull, Wyoming 82426 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

This Addendum modifies CONTRACTOR's Livestock Lease Agreement (Agreement) for purposes of providing a certain number of sheep to the Events Dept. for a Mutton Bustin event at the Laramie County Fair as fully described in the Agreement and incorporated into this Addendum by this reference as "Attachment A."

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 completely performed.

III. RESPONSIBILITIES OF THE EVENTS DEPT.

A. The Events Dept. agrees to pay CONTRACTOR a base rate of one thousand five hundred dollars (\$1,500.00) for the provision of all necessary livestock. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat. § 16-6-602 (as amended).

B. The Events Dept. shall furnish an arena with appropriate fencing intended to accommodate and restrain sheep.

IV. CONTRACTOR'S RESPONSIBILITIES

The CONTRACTOR hereby agrees to provide the Events Dept. sufficient number of sheep for use in mutton busters contest on the terms and conditions specified herein and in this Agreement.

IV. GENERAL TERMS

A. Independent Contractor: The services to be provided by the CONTRACTOR are those of an independent contractor and not as an employee of the Events Dept. The 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.

B. Acceptance Not Waiver: The Events Dept.'s approval of the work, livestock or services furnished hereunder shall not in any way relieve the CONTRACTOR of responsibility for the competent and safe performance of the services to be provided. Events Dept.'s approval of payment for any of the services or livestock hereunder shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

C. 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.

D. Entire Agreement: This Addendum (5 pages) and the Livestock Leasing Agreement (1 page) represent the entire and integrated agreement and understanding between the parties and supersedes all prior negotiations, statements, representations and agreements, whether written or oral.

E. 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.

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

G. Invalidity: If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the FAIR 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.

H. 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. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to CONTRACTOR and to FAIR in executing this Agreement. This provision is not intended nor shall it be construed to waive FAIR's governmental immunity as provided in this Agreement.

I. Contingencies: The CONTRACTOR certifies and warrants no gratuities, kick-backs or contingency fees were paid in connection with this Agreement, nor were any fees

commissions, gifts or other considerations made contingent upon the award of this Agreement.

J. 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.

K. 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.

L. Governmental/Sovereign Immunity: FAIR does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-29-101 *et seq.*, by entering into this Agreement. Further, FAIR 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.

M. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless FAIR, 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 FAIR except to the extent liability is caused by the sole negligence or willful misconduct of FAIR or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide FAIR with proof of such insurance. No services may be performed under this Agreement and no payment shall be tendered in the absence of CONTRACTOR's submission of valid proof of insurance to FAIR.

N. 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.

O. Conflict of Interest: Events Dept. 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.

P. 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.

Q. Limitation on Payment: Events Dept.'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 FAIR at the end of the period for which funds are available. The Events Dept. 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 FAIR knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to FAIR in the event this provision is exercised, and The Events Dept. shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision.

R. 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.

S. Compliance with Laws: CONTRACTOR shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

T. Addendum Controls: Where there is a conflict between any provision or condition of this Addendum and the Agreement, the provisions and conditions of this Addendum shall control.

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ADDENDUM TO LIVESTOCK LEASING AGREEMENT
Between
LARAMIE COUNTY and DOUBLE D LIVESTOCK, LLC

Signature Page

LARAMIE COUNTY, WYOMING

By: _____
Gunnar Malm, Chairman, Laramie County Fair Board

Date _____

ATTEST:

By: _____
Debra Lee, Clerk, Laramie County

Date _____

CONTRACTOR: DOUBLE D LIVESTOCK, LLC

By: Ron Rolli _____

Date 7-2-21

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: [Signature] _____
Laramie County Attorney's Office

Date 7/6/21

DOUBLE D LIVESTOCK, LLC

2368 Highway 20 West
Greybull, WY 82426-9614

(307) 765-2563
(307) 272-6557

LIVESTOCK LEASE AGREEMENT

This agreement is entered into on this 27th day of April 2021, by and between Double D Livestock, LLC (Lessor) and Laramie County Events / Fair (Lessee).

Lessor and Lessee hereby agree to the following:

1) Lessor agrees to perform the following services on behalf of the Lessee. Double D Livestock, LLC will supply animals as follows: 30 head of sheep to be used for Mutton Bustin event at the Laramie County Fair, and to be delivered to as follows: Delivered to the Laramie County Fair Grounds/Laramie County Events @ Archer Parkway in Cheyenne, WY (location).

2) Lessor will commence delivery of said animals on Tuesday, August 10, 2021, at 6:30 o'clock P.M.

3) Lessee will pay Lessor as follows: - \$1,500.00 Base Rent (30 hd sheep/100 runs/contestants) **PLUS:**

\$ _____ *\$6.50/hd/run (extra's over 100 runs in Base Price)

\$ N/A Mileage (_____ miles @ \$ _____ /mile)

\$ N/A Fuel Surcharge

\$ N/A Other Services specified as: _____

\$1,500.00 + *Extra (if any) TO BE PAID UPON COMPLETION OF EVENT.

4) Lessee will also provide ACCOMMODATIONS OF: 2 (two) Hotel/Motel rooms on ground floor (w/2 -Queen beds/Non-Smoking) for 2 nights (Tuesday, August 10 & Wednesday August 11, 2021). Accommodations must have parking for a truck w/ 35' trailer.

5) Lessor is only responsible for providing the animals. Lessee will provide all personnel needed to put the event on and will do all clean-up of said event. Lessee will also provide 4 bags of wood shavings for bedding and a place to hold the animals overnight.

6) Lessor and Lessee intend that this agreement is to be one of Independent Contractor and Employer. Accordingly, lesser retains the sole right to control the manner in which the services described herein are to be performed. Subject to the foregoing, Lessee retains the right to review, to prescribe alterations, and generally supervise the work to insure its conformity with that specified in this agreement. Lessor and Lessee understand that it is the Lessor's sole responsibility to provide for all employment taxes, including Withholding and Social Security and Medicare Insurance. 1099 forms should be sent to the above address (UNLESS a new address is sent to you for forwarding purposes).

AS

7) Other provisions (specify): _____

8) CANCELLATION POLICY: All cancellations MUST BE MADE IN WRITING, not less than 120 days prior to fair/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.).

Lessee: Laramie County Fair

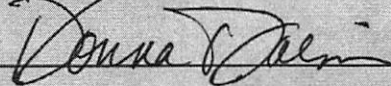
Lessor: Double D Livestock, LLC

EIN: 20-8586980

Signed: _____

Signed:  _____

Date: _____

Signed:  _____

Date: April 27, 2021