

**ADDENDUM TO 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 Dept.") and Double D Livestock LLC 2368 Highway 20 West, Greybull, WY 82426-9614 ("CONTRACTOR"). The parties agree as follows:

I. PURPOSE

The purpose of this Addendum is modify the Double D Livestock LLC Hog Wrestling Performance Agreement-Fairs/Festivals/Events and its Exhibit A (hereinafter "Agreement"), intended to provide Hog Wrestling performance services by CONTRACTOR for The Events Dept. as described in the Agreement and incorporated into this Addendum by this reference.

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 its complete performance, or terminated as provided herein.

III. RESPONSIBILITIES OF THE EVENTS DEPT.

EVENTS DEPT. shall pay the CONTRACTOR as provided in Exhibit A to the Agreement. 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 THE CONTRACTOR

The CONTRACTOR shall provide and complete the services described in the Agreement and the Attached Exhibit A.

V. GENERAL PROVISIONS

1. Independent Contractor: The services to be performed by the CONTRACTOR are those of an independent contractor and not as an employee of 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. The 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: This Addendum (5 pages), the Agreement (3 pages) and 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 Addendum, the 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 DEPT. 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 DEPT.'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 and EVENTS DEPT. do 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 DEPT. 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, the CONTRACTOR agrees to indemnify and hold harmless Laramie County/EVENTS DEPT., 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 the CONTRACTOR for EVENTS DEPT. The 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 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.

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 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 the CONTRACTOR, the Agreement may be terminated by the EVENTS DEPT. 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 the EVENTS DEPT. knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to EVENTS DEPT. in the event this provision is exercised, and they will 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 the EVENTS DEPT. 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.

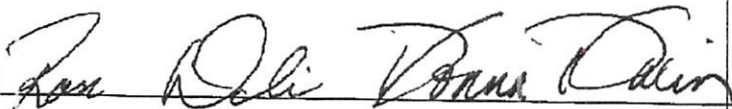
LARAMIE COUNTY

By: _____ Date _____
Gunnar Malm, Chairman, Laramie County Commissioners

ATTEST:

By: _____ Date _____
Laramie County Clerk

CONTRACTOR: DOUBLE D LIVESTOCK LLC

By:  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:  Date 7/6/21
Laramie County Attorney's Office

EXHIBIT A

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 August 11, 2021	\$5,800.00	Balance: Base fee for event	
Payable upon completion of show August 11, 2021	\$ 450.00	Plus: Fuel Surcharge	
Payable upon completion of show August 11, 2021	\$ 100.00	Plus: Insurance "Additional Named Insured" fee	
FAIR agrees to pay Contractor upon completion of show August 11, 2021	\$6,350.00	Check made payable to: Double D Livestock, LLC Tax ID: 20-8586980	
Additional Hog Fee Payable upon completion of show August 11, 2021	N/A	PLUS: \$35/hd for hogs over 40 if needed. NO ADDITIONAL HOGS AVAILABLE IN 2021	

Laramie County Fair

Initials _____

Double D Livestock, LLC

Initials dd RD