

**ADDENDUM TO OA PROMOTIONS FREESTYLE SHOW AGREEMENT**  
**Between**  
**LARAMIE COUNTY EVENTS DEPARTMENT AND OA PROMOTIONS LLC**

THIS ADDENDUM is made and entered into by and between the Laramie County Events Department, 3801 Archer Parkway, Cheyenne, WY 82009 ("COUNTY") and OA Promotions, LLC, 7108 Neihenke Dr., Billings, MT 59101 ("CONTRACTOR"). The parties agree as follows:

**I. PURPOSE**

The purpose of this Addendum is to modify the OA Promotions Freestyle Show Agreement (hereinafter "Agreement"), for purposes of providing the services as fully described in the Agreement, and incorporated into this Addendum by this reference.

**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 are terminated as provided herein.

**III. MODIFICATIONS**

The second to last paragraph is stricken out in its entirety and shall be of no force and effect.

**IV. RESPONSIBILITIES OF THE COUNTY**

COUNTY shall pay CONTRACTOR as provided in 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 CONTRACTOR**

CONTRACTOR shall provide the services described in the Agreement, which is attached and fully incorporated herein by reference, as modified by this Addendum.

**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 the COUNTY. 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: The Agreement (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 the 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: The 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, the 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, the CONTRACTOR agrees to indemnify and hold harmless the 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 the services provided by or on behalf of CONTRACTOR for the COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of the COUNTY or its employees. The CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide the COUNTY with proof of such insurance. CONTRACTOR'S insurance shall satisfy the requirements of Exhibit 4, which is attached and incorporated here by reference.

13. Conflict of Interest: The 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.

**ADDENDUM TO OA PROMITIONS FREESTYLE SHOW AGREEMENT**  
**Between**  
**LARAMIE COUNTY EVENTS DEPARTMENT AND OA PROMOTIONS LLC**

**Signature page**


LARAMIE COUNTY

By: \_\_\_\_\_ Date \_\_\_\_\_  
Gunnar Malm  
Chairman, Laramie County Board

ATTEST:

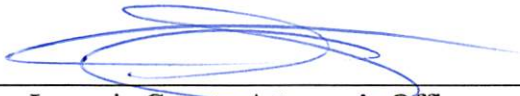
By: \_\_\_\_\_ Date \_\_\_\_\_  
Debra Lee, Laramie County Clerk

CONTRACTOR: OA PROMOTIONS, LLC

By: \_\_\_\_\_  \_\_\_\_\_ Date 07/14/2021

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

REVIEWED AND APPROVED AS TO FORM ONLY:

By: \_\_\_\_\_  \_\_\_\_\_ Date 7/14/21  
Laramie County Attorney's Office

Laramie County Events & OA  
Promotions LLC Freestyle Show  
Legally Binding Contract  
01/06/2020



OA Promotions LLC  
Octane Additions  
7108 Neihenke Dr.  
Billings, MT 59101  
(406) 861-0288

**Laramie County Events Freestyle Show:**

This contract documents the responsibilities and expectations of OA Promotions LLC as well as Laramie County Events

**Event Information**

**Location:** Cheyenne, Wy  
**Date:** Aug, 8th (Sunday)  
**Time:** 5pm (subject to change)  
**Show Length:** 60 to 90 min show  
**Organizations:** OA Promotions LLC (Freestyle Productions), & Laramie County Events

**OA Promotions LLC (Responsibilities)**

**Riders:** 4 to 5 freestyle Dirt Bike riders, (3 X Games Athletes doing backflip tricks)  
**Ramps:** 1 Super Kicker Ramp, and Mobile Landing  
**Shows:** 1 freestyle Show Including Backflips from Motorcycles  
**Course:** OA will coordinate course design with Ramp & Air Bag, as well as announce the show  
**Interviews:** Riders will be available for Press including Radio, TV, and News Paper

**Laramie County Events (Responsibilities)**

**Equipment:** Forklift or loader to help set up mobile landing and place ramp  
**Venue:** 280ft x 50ft approx/ and a location for the merchandise Trailer (35ft x 10ft)  
**Lodging:** OA Promotions LLC 6 rooms for the night of Aug 8<sup>th</sup> 2021  
**Sound:** Laramie County Events is responsible for sound and DJ.  
**EMT:** Laramie County Events is responsible for Ambulance to be present during show

**Expenses**

Event Fee \$17,000.00 USD  
Total: \$17,000.00 USD

**OA Promotions LLC** responsibilities lay with *coordination of course design and construction, booking riders and having them available for radio interviews & autograph sessions, providing ramp and landing to be used at the event and announcing at shows.*


**Laramie County Events** responsibilities lay with *providing a Forklift or loader for course construction & maintenance (during day of course construction and the show), a venue with at least 280ft in length and 50ft in width for the ramp setup, EMT'S at venue no later than one half hour before show time and staying the duration of the show, lodging for OA Promotions LLC, staff & riders (6 rooms per night).*

**Expenses of Travel**, all expenses are covered in the total cost of \$17000 USD

**OA Promotions LLC** is to be paid half down when contracts are signed and paid in full on or before our first performance. (Cashier check made out to OA Promotions LLC)

**OA Promotions LLC** will still be paid in full in the case of cancellation of the event due to weather, accident or the promoter canceling the show. Cancellation of the show due to weather would be made by **OA Promotions LLC** and **Laramie County Events** at show time.

The following signatures of **OA Promotions LLC**, **Laramie County Events** executives authorize this contract as a *legally binding* agreement between the two parties in relation to the **Laramie County Events** and **OA Promotions LLC**.

<b>OA Promotions LLC, Executive(Tyler Johnson)</b>  Date 05/06/2021	<b>Laramie County Events Executive (Nicholle Watkins)</b> _____ Date _____
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