

WAYFINDING SIGNAGE OWNERSHIP AND RESPONSIBILITY AGREEMENT

THIS WAYFINDING SIGNAGE OWNERSHIP AND RESPONSIBILITY AGREEMENT (HEREINAFTER THE “AGREEMENT”), made and entered into this ____ day of _____, 2026, by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as “City”, and the WIND RIVER VISITORS COUNCIL, Fremont County’s Lodging Tax Board ("WRVC"). The City and WRVC may be referred to individually as a "Party" and collectively as the “Parties.”

RECITALS

WHEREAS, WRVC received Destination Development Program funding from the Wyoming Office of Tourism for the purpose of completing a regional Wayfinding Signage Project in Lander, Dubois, and Riverton (the "Project"); and,

WHEREAS, as part of the Project, WRVC coordinated the design, fabrication, and installation of wayfinding signage within the City of Lander (the "Signs"); and,

WHEREAS, the Signs located within the City of Lander are currently being installed around the community; and,

WHEREAS, the Parties desire to clearly document ownership of the Signs and to define their respective roles and responsibilities related to the Signs for the benefit of current and future City personnel; and,

WHEREAS, the Parties intend that the Signs be conveyed to the City as a completed public improvement upon installation and final acceptance.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the above recitals and the mutual benefits contained herein, the Parties hereby agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to clearly define ownership, responsibility, and authority with respect to the wayfinding signage installed within or near the City of Lander as part of the Project. Specifically, this Agreement is intended to memorialize the transfer of the Signs to the City upon completion, allocate responsibility for future operation, maintenance, repair, replacement, or removal of the Signs, and confirm that no ongoing or future obligations are imposed on WRVC after Project Completion. This Agreement is further intended to provide clear guidance for current and future City personnel regarding the status and management of the Signs.

2. DEFINITIONS.

- a. "Project" means the Wayfinding Signage Project funded through the Wyoming Office of Tourism Destination Development Program.
- b. "Signs" means all wayfinding signage installed within the City of Lander as part of the Project, including panels, poles, foundations, and appurtenances.
- c. "Project Completion" means installation of the Signs and resolution of all punch list items.

3. INSTALLATION AND COMPLETION

- a. Installation. WRVC coordinated and/or oversaw the design, fabrication, and installation of the wayfinding signage within the City limits as part of the Project, including coordination with contractors and vendors as necessary to achieve installation.
- b. Punch List and Project Completion. Upon resolution of those items, the Project shall be deemed complete ("Project Completion"), and the Signs shall be considered fully installed, accepted by the City on an "as-is, where-is" basis, and complete for all purposes of this Agreement. Except as expressly provided in this Agreement, the City acknowledges that WRVC makes no express or implied representations or warranties regarding the condition, merchantability, fitness for a particular purpose, future performance, or continued suitability of the Signs following Project Completion.

4. TRANSFER OF OWNERSHIP

- a. Conveyance to the City. Upon Project Completion, the wayfinding signage installed within the City of Lander shall be conveyed to the City, on an "as-is, where-is" basis, as a completed public improvement and without cost to the City.
- b. Vesting of Ownership. Upon such completion, all right, title, and interest in and to the Signs; including, without limitation, sign panels, poles, foundations, mounting hardware, and related appurtenances; shall automatically vest in the City, without the need for further documentation or action by either Party.
- c. No Continuing Interest. Following Project Completion, WRVC shall retain no ownership, control, or reversionary interest in the Signs and shall have no authority over their future use, operation, maintenance, modification, relocation, or removal.

5. MAINTENANCE AND OPERATION.

- a. City Authority and Responsibility. Following Project Completion, the City shall have exclusive authority over the operation, maintenance, repair, relocation, modification, or removal of the Signs.

- b. Discretionary Maintenance. The City may, in its sole discretion, determine whether, when, and to what extent maintenance or repairs are performed on the Signs. Any such maintenance or repair shall be subject to available funding and City priorities. No specific maintenance schedule, standard, or level of service is required or implied by this Agreement.
- c. No Mandatory Preservation. Nothing in this Agreement shall be construed to require the City to preserve the Signs, maintain them in perpetuity, or ensure continued visibility, branding consistency, or aesthetic condition.
- d. Acknowledgment of Funding and Intended Use. The parties acknowledge that the Signs were funded through the Destination Development Program and installed for the purpose of visitor wayfinding and destination development. The Signs are intended to serve their original purpose for a period of time consistent with their useful life, as determined by the City in its sole discretion.
- e. Notice and Consultation. In the event the City determines that the Signs should be removed or materially altered, the City will provide advance written notice to the Wind River Visitors Council and will consult in good faith prior to such action, while recognizing the City's authority over final decisions, which shall remain within the City's sole and absolute discretion.

6. DAMAGE, REPAIR, AND REPLACEMENT

- a. Post-Completion Damage. After Project Completion, any damage to, destruction of, or interference with the Signs or their supporting structures; whether caused by weather, vandalism, accident, wear, or other causes; shall be a matter solely within the City's authority.
- b. City Discretion. The City shall have sole discretion to determine whether a damaged or compromised Sign is repaired, replaced, relocated, modified, or removed, in whole or in part.
- c. Costs and Design. Any costs associated with repair or replacement of the Signs or related poles or foundations shall be borne entirely by the City. The City shall not be required to replace any Sign with the same design, materials, size, or branding as the original installation..

7. END OF LIFE

- a. Useful Life of Signs. The Parties acknowledge that the Signs have a finite useful life and may become obsolete, worn, or inconsistent with future City standards, plans, or priorities.
- b. No Obligation to Replace or Update. Upon reaching the end of their useful life, the City shall have no obligation to update, replace, modernize, or undertake a new wayfinding signage project.

- c. Future Signage Projects. Any future wayfinding or signage initiatives within the City shall be undertaken solely at the City's discretion and expense, and shall not create any obligation, expectation, or responsibility on the part of WRVC unless expressly agreed to in writing by the Parties..

8. NO FURTHER OBLIGATION OF WRVC.

- a. Completion of WRVC Responsibilities. Upon Project Completion, WRVC's involvement in the Project shall be deemed fully satisfied and concluded.
- b. No Continuing Duties or Liability. Upon Project Completion and transfer of ownership of the Signs to the City, WRVC shall have no continuing duty, responsibility, or liability arising from the City's ownership, possession, operation, maintenance, repair, replacement, relocation, modification, removal, or disposition of the Signs. The City accepts all responsibility for the ownership and management of the Signs after Project Completion. Nothing in this Agreement shall relieve WRVC of liability, if any, arising from WRVC's own negligent or wrongful acts occurring prior to Project Completion.
- c. No Reliance. The City acknowledges that it shall not rely upon WRVC for any future action, decision-making, or financial contribution related to the Signs unless expressly set forth in a subsequent written agreement executed by both Parties.

9. INDEMNIFICATION AND LIABILITY.

- a. Independent Responsibility. Each Party shall be responsible for its own acts and omissions, and the acts and omissions of its officers, officials, employees, agents, and contractors, to the extent provided by law. Nothing in this Agreement shall be construed to require either Party to obtain or maintain insurance coverage beyond that required by law or internal policy.
- b. Governmental Immunity Preserved. Nothing in this Agreement shall be construed to waive the sovereign immunity or any other immunity or defense available to the City, its officers, officials, employees, or agents under Wyo. Stat. § 1-39-101 et seq., the Wyoming Governmental Claims Act, or any other applicable law. The City expressly retains all immunities, limitations, and defenses available to it as a governmental entity, whether arising under statute or common law.
- c. No Expansion of Liability. This Agreement shall not be interpreted to create any obligation, duty, standard of care, or liability on the part of the City beyond those expressly stated herein. Nothing in this Agreement shall be deemed to create liability to third parties or to waive any limitation on damages or remedies available under applicable law, including but not limited to the damages caps set forth in Wyo. Stat. §§ 1-39-118 and 1-39-120.
- d. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties and does not create any rights or remedies in favor of any third party..

10. MISCELLANEOUS

- a. Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements, representations, or understandings, whether written or oral.
- b. Amendments. This Agreement may be modified or amended only by a written instrument executed by authorized representatives of both Parties.
- c. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. Venue for any action arising under this Agreement shall lie exclusively in a court of competent jurisdiction within the State of Wyoming.
- d. Counterparts and Electronic Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and signatures transmitted electronically shall be deemed effective for all purposes.
- e. Severability. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- f. Authority. Each individual executing this Agreement represents and warrants that he or she is duly authorized to bind the Party on whose behalf the Agreement is executed..

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day
of _____, 2026.

THE CITY OF LANDER
A municipal corporation,

BY: _____
MAYOR

ATTEST:

CITY CLERK

WIND RIVER VISITORS COUNCIL

BY: _____
Signature

Print Name