

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE FREMONT COUNTY PIONEER MUSEUM
AND
THE CITY OF LANDER**

1. **Parties.** The parties to this Memorandum of Understanding (MOU) are the Fremont County Pioneer Museum, 1443 W. Main Street, Lander, Wyoming (hereinafter referred to as “Museum”) and the City of Lander, 240 Lincoln Street, Lander, Wyoming (hereinafter referred to as “City”).

2. **Purpose of MOU.** The purpose of this MOU is to set forth the terms and conditions by which the parties agree concerning signage at the Museum and the placement of banners at locations in the City.

3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date). The term of this MOU commences on February __, 2023, or the Effective Date, whichever is later, and shall renew each year, until it is terminated by either party.

4. **Responsibilities of the Museum.** The Museum agrees that:
 - A. The City of Lander may place a digital sign at the Museum grounds in Lander. The sign shall not exceed __ inches in height and __ inches in length.

 - B. The Museum will be responsible for electrical usage costs of the digital sign.

 - C. The Museum will be responsible for the installation, removal, storage, replacement and repair of banners as needed.

5. **Responsibilities of the City.** The City agrees to:
 - A. Maintain and repair the digital sign as needed.

 - B. If the digital sign falls into disrepair, the City will be responsible for removing the sign and restoring the grounds to their original condition.

 - C. Post Fremont County Pioneer Museum sponsored events on the City’s electronic signs for no fee. Events should be submitted to the City’s community development coordinator.

6. **General Provisions.**
 - A. **Amendments.** Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by the parties to this MOU shall be incorporated by written instrument, executed by all parties to this MOU.

- B. Applicable Law, Rules of Construction, and Venue.** The construction, interpretation and enforcement of this MOU shall be governed by the laws of the State of Wyoming, without regard to conflicts of law principles. The terms “hereof,” “hereunder,” “herein,” and words of similar import, are intended to refer to this MOU as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this MOU and the parties. The venue shall be the Ninth Judicial District, Laramie County, Wyoming.
- C. Assignment Prohibited and MOU Shall Not be Used as Collateral.** No party shall assign or otherwise transfer any of the rights or delegate any of the duties set out in this MOU. Neither party shall use this MOU, or any portion thereof, for collateral for any financial obligation.
- D. Entirety of MOU.** This MOU, consisting of four (4) pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.
- E. Force Majeure.** Neither party shall be liable for failure to perform under this MOU if such failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Such causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimize delays.
- F. Indemnification.** Each party to this MOU shall assume the risk of any liability arising from its own conduct. Neither party agrees to insure, defend, or indemnify the other.
- G. Notices.** All notices arising out of, or from the provisions of this MOU shall be in writing and given to the parties at the addresses provided under this MOU, either by regular mail or delivery in person.
- H. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and the parties may renegotiate the terms affected by the severance.
- I. Termination of MOU.** This MOU may be terminated, without cause, by either party upon thirty (30) days written notice. This MOU may be terminated immediately for cause if either party fails to perform in accordance with the terms of this MOU.
- J. Third-Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and this MOU shall not be

construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU, and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU.

- K. Waiver.** The waiver of any breach of any term or condition in this MOU shall not be deemed a waiver of any prior or subsequent breach. Failure to object to a breach shall not constitute a waiver.

- L. Counterparts.** This MOU may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same MOU.

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7. **Signatures.** By signing this MOU, the parties certify that they have read and understood it, that they agree to be bound by the terms of the MOU, and that they have the authority to sign it.

The Effective Date of this MOU is the date of the signature last affixed to this page.

FREMONT COUNTY PIONEER MUSEUM:

 _____	<u>4-17-23</u>
Stephanie Weaver, Board Chair, Fremont County Museum Board	Date

CITY OF LANDER:

_____	_____
Monte Richardson, Mayor, City of Lander	
Date	