

## **LICENSE AND INDEMNIFICATION AGREEMENT**

THIS LICENSE AND INDEMNIFICATION AGREEMENT (“Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_, 2026, by and between the CITY OF LANDER, a Wyoming municipal corporation, whose address is 240 Lincoln Street, Lander, Wyoming 82520 (“City” or “Owner”), and the LANDER OLD TIMERS RODEO ASSOCIATION, a Wyoming nonprofit organization with its principal place of business in Lander, Wyoming (“Licensee”). The City and Licensee may be referred to individually as a “Party” and collectively as the “Parties.”

### **RECITALS**

WHEREAS, the City is the owner of certain real property commonly known as the Lander Rodeo Grounds, located within the City of Lander, Fremont County, Wyoming (the “Property”); and

WHEREAS, Licensee is a Wyoming nonprofit organization engaged in rodeo and livestock-related activities within the City and is the lessee of a portion of the Property pursuant to a separate written lease agreement with the City dated \_\_\_\_\_, 2026 (the “Lease Agreement”); and

WHEREAS, the City and Licensee desire to enter into this License and Indemnification Agreement to permit Licensee to make limited, conditional, and non-exclusive use of certain areas of the Property outside the leased premises, in connection with and incidental to Licensee’s activities authorized under the Lease Agreement, upon the terms and conditions set forth herein.

### **TERMS AND CONDITIONS:**

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the receipt and sufficiency of which is hereby acknowledged, the parties hereto mutually agree as follows:

1. **LICENSE GRANT.** Subject to the terms and conditions of this License and Indemnification Agreement and the Lease Agreement dated \_\_\_\_\_, 2026, between the City and Licensee (the “Lease Agreement”), the City hereby grants to Licensee a limited, revocable, non-exclusive license to enter upon and use a portion of City-owned property outside the Lease Premises, consisting of no more than seventy thousand (70,000) square feet of area generally located to the north and west of Licensee’s Building as described in the Lease Agreement (the “Licensed Area”).

The license granted herein permits use of the Licensed Area solely for purposes incidental and subordinate to the Primary Purpose authorized under the Lease Agreement, including rodeo, livestock, and directly related support activities, and for no other

purpose.

This Agreement conveys no leasehold interest, easement, or possessory right, and shall not be construed to expand, modify, or limit the Lease Premises or any rights granted under the Lease Agreement. The City retains full ownership, possession, and control of the Property at all times and may authorize other uses of the Property that do not unreasonably interfere with Licensee's licensed use.

This License is expressly subordinate to the Lease Agreement, and any termination or expiration of the Lease Agreement shall automatically terminate this License, subject only to the removal and restoration obligations set forth herein..

2. TERM. The term of this License shall commence on the effective date of this Agreement and shall continue only for so long as the Lease Agreement dated \_\_\_\_\_, 2026, between the City and Licensee (the "Lease Agreement"), remains in full force and effect. This License shall automatically terminate, without further notice or action by either Party, upon the expiration or earlier termination of the Lease Agreement for any reason. Termination of this License shall not relieve Licensee of any obligations that by their nature are intended to survive termination, including removal, restoration, indemnification, and reimbursement obligations.
3. USE OF LICENSED AREA; LAYOUT APPROVAL. Licensee shall use the Licensed Area in a manner that does not damage the Property, interfere with public rights-of-way, or obstruct any existing or future routes of ingress or egress serving the Property or adjacent City property. Licensee shall conduct its activities so as not to unreasonably interfere with the City's use, maintenance, or operation of the Property.

Licensee acknowledges and agrees that this Agreement grants only a temporary, non-exclusive privilege of use, and does not convey any interest, estate, or possessory right in the Property. The City retains full ownership, possession, dominion, and control of the Property at all times, including the right of access for municipal purposes, provided such access does not unreasonably interfere with Licensee's authorized use of the Licensed Area.

Licensee shall submit a written proposed layout depicting the intended use of the Licensed Area, not to exceed seventy thousand (70,000) square feet, for prior written approval by the City of Lander Public Works Director. Any material modification to the approved layout shall likewise require prior written approval. Any request to expand the Licensed Area beyond the approved square footage shall require a written amendment to this Agreement executed by the Parties.

4. RELATIONSHIP TO LEASE AGREEMENT. This License is expressly subordinate to the Lease Agreement. In the event of any conflict or inconsistency between this License and the Lease Agreement, the terms of the Lease Agreement shall control.

5. NO PROPERTY RIGHTS CREATED. Nothing in this Agreement, nor any use of the Licensed Area, shall be construed to create any easement, right-of-way, leasehold interest, prescriptive right, or other property interest in favor of Licensee.
6. RIGHT OF ENTRY. The City reserves the right to enter upon the Licensed Area at reasonable times and for legitimate municipal purposes, including inspection, maintenance, repair, or public safety needs, without thereby terminating or impairing the License, provided that such entry does not unreasonably interfere with Licensee's authorized use of the Licensed Area. In the event of an emergency or where immediate access is reasonably necessary to protect persons or property, the City may enter the Licensed Area without prior notice.
7. INDEMNIFICATION. To the fullest extent permitted by law, Licensee shall defend, indemnify, and hold harmless the City of Lander, its elected officials, officers, employees, and agents from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees and court costs, arising out of or related to Licensee's use of the Licensed Area or any act or omission of Licensee, its members, officers, employees, agents, contractors, invitees, or guests.

This indemnification obligation applies only to the extent caused by the negligent acts or omissions of Licensee and shall not apply to claims arising from the City's gross negligence or willful misconduct. Nothing in this Agreement shall be construed as a waiver of the City's governmental immunity or as expanding Licensee's indemnity obligations beyond those set forth in the Lease Agreement.

The indemnification obligations set forth in this section shall survive termination or expiration of this Agreement.

8. INSURANCE. Licensee shall maintain, at all times during the term of this License, the insurance coverage required under the Lease Agreement. Such insurance shall apply to and cover Licensee's activities within the Licensed Area to the same extent as activities conducted within the Lease Premises.

In the event the Lease Agreement expires or is terminated while Licensee remains obligated to remove equipment, restore the Licensed Area, or perform any other post-termination obligations under this License, Licensee shall continue to maintain the required insurance coverage through completion of such obligations.

Nothing in this section shall be construed to expand, reduce, or modify the insurance requirements set forth in the Lease Agreement, which shall control.

9. GOVERNMENTAL IMMUNITY. Nothing in this Agreement shall be construed as a waiver of the City of Lander's governmental or sovereign immunity, or of any immunities, defenses, or limitations of liability available to the City under the Wyoming

Governmental Claims Act, Wyo. Stat. Ann. § 1-39-101 et seq., or any other applicable law. The City expressly retains all such immunities and defenses with respect to all claims arising in tort, contract, or otherwise.

10. RIGHTS OF PARTIES. Subject to the terms of this Agreement and the Lease Agreement, Licensee may place and use temporary equipment, materials, and improvements within the Licensed Area that are reasonably necessary to support rodeo and related activities authorized under the Lease Agreement, provided such items do not unreasonably interfere with the City's use of the Property or any public access or rights-of-way.

All equipment, materials, and improvements placed within the Licensed Area shall remain the personal property of Licensee, and Licensee shall be solely responsible for their installation, use, maintenance, and removal.

Licensee shall be solely responsible for all scheduling, reservations, rentals, utilities, maintenance, and repairs associated with its use of the Licensed Area. Any utilities serving the Licensed Area shall be installed, metered, and paid for at Licensee's sole expense, in compliance with applicable laws and City requirements.

Nothing in this section shall be construed to grant Licensee any exclusive right of possession or to expand the rights granted under the Lease Agreement..

11. LIMITATION ON CONSTRUCTION. Licensee shall not construct, install, erect, or place any permanent structure, fixture, or improvement, nor plant or alter vegetation, within the Licensed Area without the prior written consent of the City. Any approved installation shall be subject to such conditions as the City may reasonably impose, including requirements for removal and restoration.

Nothing in this Agreement shall be construed to authorize construction or improvements that would modify the Lease Premises, expand the Building, or otherwise alter the rights and obligations set forth in the Lease Agreement..

12. TERMINATION. This License may be terminated by either Party upon one hundred eighty (180) days' written notice to the other Party. Any notice of termination shall be provided in accordance with the notice provisions of this Agreement and shall specify the effective date of termination.

Notwithstanding the foregoing, this License shall automatically terminate, without further notice, upon the expiration or earlier termination of the Lease Agreement. In the event of a conflict between this section and the Lease Agreement, the terms of the Lease Agreement shall control.

13. REMOVAL AFTER TERMINATION. Upon expiration or termination of this License for any reason, Licensee shall promptly remove all debris, temporary equipment,

materials, and personal property placed by Licensee within the Licensed Area and shall surrender the Licensed Area to the City in substantially the same condition as existed prior to Licensee's use, reasonable wear and tear excepted.

Unless otherwise approved in writing by the City, removal of Licensee's equipment and materials shall be completed within forty-eight (48) hours after termination. Licensee shall, at its sole cost and expense, repair any damage to the Property caused by Licensee's use of the Licensed Area, and all such repairs shall be completed within seven (7) days after termination, unless a longer period is approved in writing by the City.

If Licensee fails to timely remove equipment or complete required repairs, the City may perform such removal or repairs, and Licensee shall reimburse the City for all reasonable costs incurred. Any invoice submitted by the City shall be due and payable upon receipt.

This section applies solely to the Licensed Area and shall not alter or extend any removal or restoration obligations applicable to the Lease Premises under the Lease Agreement..

14. **NOTICE.** All notices, demands, or other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or when sent by certified mail, return receipt requested, or by a nationally recognized overnight delivery service, addressed to the Parties at the addresses set forth in the Lease Agreement, or to such other address as a Party may designate by written notice in accordance with this section. Notice shall be effective upon receipt, or upon the date of delivery as evidenced by postal or delivery service records.
15. **SURVIVAL.** Provisions relating to indemnification, reimbursement, removal, restoration, and governmental immunity shall survive expiration or termination of this License.
16. **NO ASSIGNMENT OR SUBLICENSE.** Licensee shall not assign this License or permit use of the Licensed Area by any third party except as expressly permitted herein and without the prior written consent of the City.
17. **AMENDMENTS.** This Agreement may be amended only by a written instrument executed by both Parties.
18. **COUNTERPARTS.** This Agreement may be executed in counterparts and by electronic signature, each of which shall be deemed an original.

***[SIGNATURES ON FOLLOWING PAGE]***

**NOTICE OF SIGNATURE**

IN WITNESS WHEREOF, the parties have executed this License and Indemnification Agreement this \_\_\_\_ day of \_\_\_\_\_, 2026.

THE CITY OF LANDER,  
A municipal corporation, Lessor

BY: \_\_\_\_\_  
MAYOR

ATTEST

\_\_\_\_\_  
CITY CLERK

LANDER OLD TIMERS RODEO  
ASSOCIATION,  
Lessee

BY: \_\_\_\_\_  
PRESIDENT

ATTEST

\_\_\_\_\_  
SECRETARY

STATE OF WYOMING )  
 ) SS:  
COUNTY OF FREMONT )

**NOTARY**

I hereby certify that, on this \_\_\_ day of \_\_\_\_\_, 2026, \_\_\_\_\_, Mayor, personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING )  
 ) SS:  
COUNTY OF FREMONT )

**NOTARY**

I hereby certify that, on this \_\_\_ day of \_\_\_\_\_, 2026, \_\_\_\_\_, City Clerk, personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING )  
 ) SS:  
COUNTY OF FREMONT )

**NOTARY**

I hereby certify that, on this \_\_\_ day of \_\_\_\_\_, 2026, \_\_\_\_\_ of LOTRA personally appeared before me and executed the foregoing document under oath.

Witness my hand and official seal:

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires:

STATE OF WYOMING            )  
  ) SS:  
COUNTY OF FREMONT        )

**NOTARY**

I hereby certify that, on this \_\_\_\_ day of \_\_\_\_\_, 2026,  
\_\_\_\_\_ of LOTRA personally appeared before me and executed the foregoing  
document under oath.

Witness my hand and official seal:

\_\_\_\_\_  
NOTARY PUBLIC

My Commission expires: