

**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 the care and maintenance of the Travelers' Welcome Center (hereinafter referred to as the "facility"), which is owned by the City and located on Museum grounds owned by Fremont County, Wyoming.
3. **Term of MOU.** This MOU is effective when all parties have executed it (Effective Date). The term of this MOU commences on the Effective Date and shall renew each year, until its termination on July 14, 2034, or sooner by either party.
4. **Responsibilities of both parties.** The Museum and the City agree that:
  - A. The Travelers' Welcome Center is in best interest of both parties and both commit to ensuring the facility will operate through July 14, 2034.
  - B. The parties will cooperate to ensure that the public has an accessible, safe, and clean facility for visitors and the traveling public.
5. **Responsibilities of the Museum.** The Museum agrees that:
  - A. The facility will be open and available to visitors and traveling public at no charge through July 14, 2034. The facility will be open from 8 a.m. to 5 p.m. each day, except Sundays, Fremont County holidays and during staffing emergencies.
  - B. Cleaning of the inside of the Facility cleaning will be the responsibility of the Museum.
  - C. The Museum reserves the right to make minor improvements to the facility as needed. Notice of such improvements will be provided to the City before the improvements are undertaken.
  - D. The Museum will move existing buck rail fence on welcome center parking lot to accommodate snow removal.
5. **Responsibilities of the City.** The City agrees to:

- A. Maintain and repair the facility building and keep said building in good working condition.
- B. Regularly maintain the facility parking area, which will include timely removal of snow as well as asphalt maintenance, repair and striping.
- C. Provide and make available to the Museum all necessary cleaning supplies.
- D. Provide and install a 48 inch by 48 inch Clairidge display case for the Museum's exclusive use. This is intended to be a one-time purchase, ordered and installed by the Pioneer Museum staff and and reimbursed by the City of Lander.

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 "hercof," "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. **Sovereign Immunity.** Fremont County, Wyoming and the City of Lander do not waive their sovereign immunity by entering into this MOU, and each fully retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this MOU.
- M. **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:**

\_\_\_\_\_  
Stephanie Weaver, Board Chair, Fremont County Museum Board

\_\_\_\_\_  
Date

**CITY OF LANDER:**

\_\_\_\_\_  
Monte Richardson, Mayor, City of Lander

\_\_\_\_\_  
Date