

LICENSE AND INDEMNIFICATION AGREEMENT

THIS AGREEMENT made and entered into this ____ day of _____, 2024, by and between by and between the CITY OF LANDER, a municipal corporation, of 240 Lincoln Street, Lander, Wyoming 82520, herein referred to as “OWNER or OWNERS”, and the FREMONT COUNTY MUSEUM BOARD, a body corporate and politic, Wyoming, herein referred to as “LICENSEE”.

WITNESSETH:

WHEREAS, OWNER is the owner of real estate located within Lander, Fremont County, State of Wyoming and is adjacent and abutting real property owned by LICENSEE; and,

WHEREAS, said real estate is described and shown in Exhibits “A” and “B”, which are attached and incorporated herein (hereinafter referred to as the “Property”), which are within the City of Lander in Fremont County, Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by OWNER to accommodate the installation and maintenance of benches and seating.

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.** OWNER does hereby grant to LICENSEE, or their agents and guests, unrestricted right to enter and remain upon the Property, and does hereby grant a license to use and remain upon the premises described and shown in Exhibits “A” and “B”; all of which is located within Fremont County, Wyoming. This license is for the purpose of installation and maintenance of benches and seating in the arena area. Installation shall include drilling a 2' deep hole for each leg with a 6" diameter sono tube and securing the bench using concrete anchors and bolts and shall be completed by LICENSEE. Ongoing maintenance of said benches and seating shall be completed by LICENSEE. OWNER additionally grants LICENSEE to complete any other similar or lawful activities, subject

to the terms and conditions hereinafter stated.

2. **TERM.** This License will remain in effect from the time that each party signs this Agreement, and it is recorded in the County Offices of Fremont County, and shall terminate with 30 days written notice by the OWNER (see Section 9 of this Agreement).
3. **USE OF PREMISES.** LICENSEE shall not in any manner cause any damage or destruction of any nature to or interruption of the use of the Property, Rights of Way, and/or ways of ingress or egress. LICENSEE agrees and specifically understands that the license is confined solely to the privilege of LICENSEE, and his agents or guests, to use the premises above described, and that the authority and permission given herein does not thereby grant to it any interest or estate in said lands, but is a mere privilege to do certain acts of a temporary character on the lands of the OWNER and that the OWNER retains dominion, possession and control of said lands, including access thereto at all times.
4. **RIGHT OF ENTRY.** OWNER shall have the right to enter upon the premises herein described for purposes as may be deemed necessary by OWNER, so long as said entry does not interfere with the license herein granted to LICENSEE.
5. **INDEMNIFICATION.** LICENSEE agrees that it will save and hold OWNER harmless from all claims, causes and actions, suits, damages or demands whatsoever in law and in equity which may arise out of, or as a consequence of its negligence and the negligence of its authorized agents, servants or employees, in utilizing said Property under this license. Furthermore, LICENSEE agrees to indemnify the OWNER from and against any and all liability, loss or damage the OWNER may suffer as a result of any claims, demands, actions at law or in equity, damages, costs or judgments against the OWNER arising out of the activities taking place on the Property. Said indemnification shall include all court costs, litigation expenses and reasonable attorney fees incurred by the OWNER.
6. **GOVERNMENTAL IMMUNITY.** The City of Lander does not waive governmental immunity and specifically retains all immunities and defenses available to them as sovereigns or governmental entities pursuant to Wyo. Stat. §1-39-101, et seq., and all other applicable law.
7. **RIGHTS OF PARTIES.** LICENSEE hereby reserves a right to use said licensed

premises for the purpose of placing, maintaining, or conducting any equipment, items, or activity related to rodeos or other related activities, items, or equipment, which will not interfere with or prevent the exercise by OWNER of the rights granted hereunder. Said equipment, items, or actives are and shall be the property of LICENSEE. LICENSEE shall be solely responsible for all scheduling, reservations, rentals, utilities, maintenance, and repairs. LICENSEE shall install, pay for, and be responsible for meters and payment of any utilities to be used with or for the premises.

8. **LIMITATION ON CONSTRUCTION.** It is understood and agreed by and between the parties hereto that LICENSEE shall not erect any other structure, other than those structures described herein, of any type or kind or plant anything upon said premises except with the consent, in writing, of the OWNER first had and obtained.
9. **TERMINATION.** This license is subject to cancellation by either party upon Thirty Days (30) days written notice. Notice given by either party must state the other party's name, address, and dates the license shall be terminated. Said notice shall be computed commencing with the day after the date of mailing.
10. **REMOVAL AFTER TERMINATION.** LICENSEE agrees that on or before the termination date of this license, it shall remove or cause to be removed any and all debris on the premises described in this License, any and all equipment for the facilities and other things erected or placed by it, and will yield up said premises to the OWNER as in the condition as when the same was entered upon by LICENSEE. Removal of any and all equipment shall be done within 48 hours after termination at the sole expense of LICENSEE. Upon LICENSEE's failure to do so, OWNER may do so at the sole cost and expense of LICENSEE. LICENSEE shall repair any damage to the premises caused by it in utilizing this License. Any and all repairs must be completed within 7 days after termination. In the event LICENSEE fails to repair any and all damages, OWNER shall submit an invoice for costs of repairs, which LICENSEE herein agrees to pay in full upon receipt of said invoice.
11. **NOTICE.** Any notice herein provided shall be deemed properly served if delivered in writing personally or mailed by registered or certified mail, postage prepaid, return receipt requested to LICENSEE or to OWNER and such other persons as either party

may from time to time designate in writing.

IN WITNESS WHEREOF, the parties have executed this agreement at Lander, Wyoming on the dates indicated below.

CITY OF LANDER:

BY: _____
MONTE RICHARDSON

ATTEST:

Rachelle Fontaine, City Clerk

FREMONT COUNTY MUSEUM BOARD

BY: Stephanie Overton
Board Chair

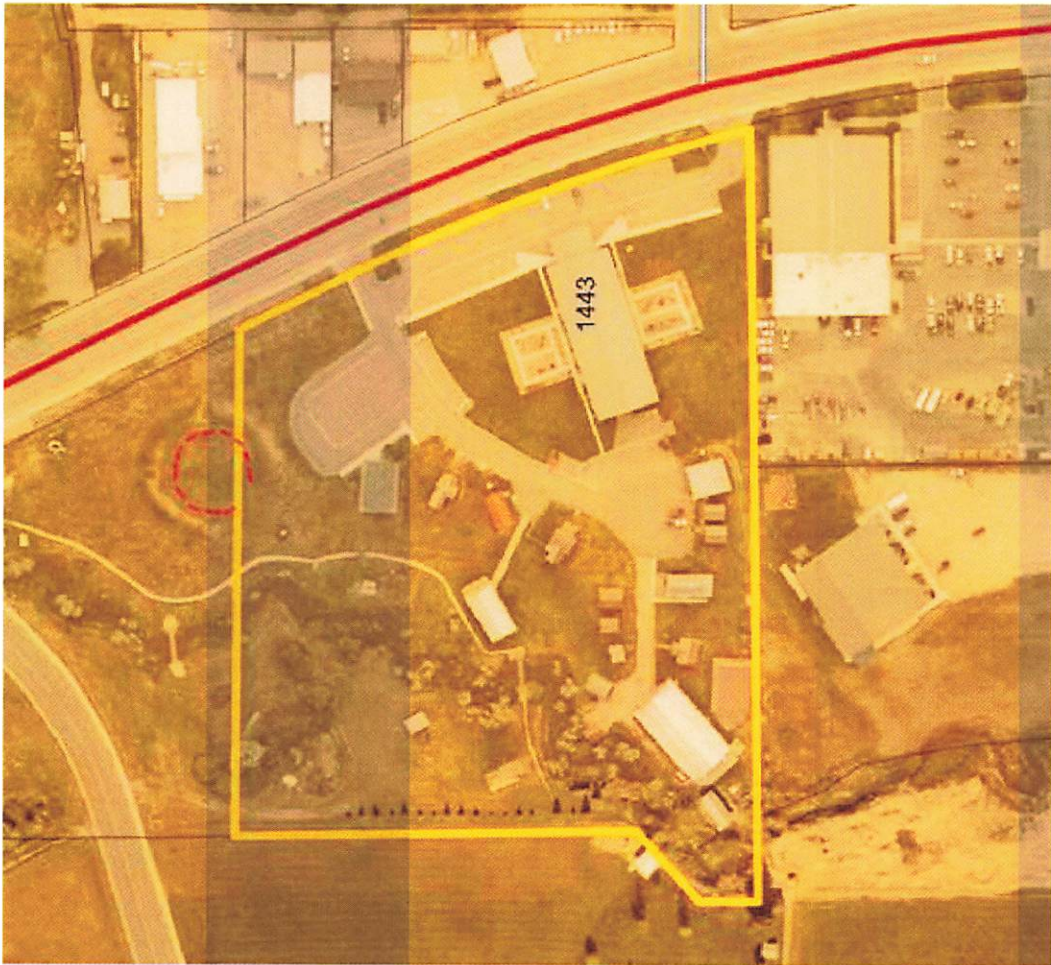


Exhibit "A" - Legal Description

A tract of land in the Southeast $\frac{1}{4}$ of Section 12, Township 33 North, Range 100 West, 6th P.M., Fremont County, Wyoming, more particularly described as follows:

A circular tract of land, with a radius of 50 feet, the center located $N23^{\circ}19'38''W$ a distance of 1,192.02 feet from the Southeast corner of said Section 12. This parcel contains 7,854 square feet, more or less.

