

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 LINDSEY WASHKOVIK and BENJAMIN ELZAY who are residents of Lander, Wyoming, herein referred to as “LICENSEE”.

WITNESSETH:

WHEREAS, OWNER is the owner of real estate which is described as the alley from Lot 2 A of Lots 1 & 2, Block 95, Amoretti's Second Addition, Replat of City of Lander in Fremont County, Wyoming, (hereinafter referred to as the “Property”) located within Lander, Fremont County, State of Wyoming; and,

WHEREAS, OWNER and LICENSEE have reached an agreement regarding the conditional use of the Property owned by Owner to accommodate the structural encroachment.

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, their heirs and assigns, and/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 as follows: no more than 10 feet of additional space of their existing building, encroaching into the alley from Lot 2 A of Lots 1 & 2, Block 95, Amoretti's Second Addition, Replat of City of Lander, Wyoming; all of which is located within Fremont County, Wyoming. This license is for the purpose of accommodating the existing structural encroachment, or any other similar or lawful activities, subject to the terms and conditions hereinafter stated.
2. **TERM**. This License will remain in effect for the time that the encroachment exists and shall terminate with 30 days written notice by the Owner.

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.

Additionally, LICENSEE shall create a proposed layout within the 70,000 square feet to be approved in writing by the City of Lander Public Works Director. Future layout changes within the 70,000 square feet will need to be coordinated, and approved in writing, by the City of Lander Public Works Director. Additional square footage requests shall require an amendment to this License.

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 OWNER upon Thirty Days (30) days written notice to LICENSEE. Notice given by OWNER 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.

12. **APPLICABLE LAW, RULES OF CONSTRUCTION, AND VENUE.** The construction, interpretation and enforcement of this Agreement 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 Agreement as a whole and not to any particular provision or part. The Courts of the State of Wyoming shall have jurisdiction over this Agreement and the parties. The venue shall be the Ninth Judicial District, Lander County, Wyoming.

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

[SIGNATURES ON FOLLOWING PAGE]

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

LICENSEES:

BY: _____
LINDSEY WASHKOVIK

BENJAMIN ELZAY