



Campbell County Public Land Board (CAM-PLEX)
1635 Reata Drive, Gillette, WY, 82718, 307-682-0552, www.cam-plex.com

LEASE AGREEMENT

This Agreement is dated Wednesday, January 4, 2023 by and between Campbell County Public Land Board, referred to as **CAM-PLEX**, and **C.C. SCHOOL DISTRICT**, referred to as **LESSEE**. CAM-PLEX grants a permit for LESSEE to occupy **HC - HERITAGE CENTER THEATER COMBINED** for the specified event stated below and for no other purpose. CAM-PLEX may withdraw if not returned by 4 pm on 01/15/23.

CCSD SECONDARY VOCAL GALA

TUESDAY, 03/07/23: 01:00 PM - TUESDAY, 03/07/23: 09:00 PM

TOTAL FACILITY RENT: \$ 135.00

OPERATING POLICY: The CAM-PLEX Operating Policy, is attached, or enclosed herewith, and made a part hereof. The LESSEE hereby agrees to comply with all requirements contained therein, as well as honor all stipulations regarding same. Non-compliance with any item(s) stated in said Operating Policy will be just cause for cancellation and/or refusal of the date by facility management. If there is any conflict between this Lease Agreement and the Operating Policy, the Operating Policy shall prevail.

CERTIFICATE OF INSURANCE: Lessees and Service Providers are required to furnish a Certificate of Insurance that waives all rights of subrogation against Campbell County Public Land Board (CCPLB), and names CCPLB as an additional insured in the following amounts of Combined Single Liability (CSL) Commercial General Liability (CGL):

Performance/Public Event: \$1,000,000 (For Profit Lessees); \$500,000 (Non-Profit Lessees; and \$500,000 for Non-Performance Events (all Lessees), including Caterers and Concessionaires.

If alcoholic beverages are present a special events policy is required with the following limits:

Admitted Carrier A- Rated or Above	
General Liability Aggregate	\$2,000,000
GL Products & Completed Operations	\$1,000,000
GL Personal/Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Damage to Premises Rented to You	\$1,000,000

The CSL or certificate of special events policy insurance must be submitted to CAM-PLEX no later than 10 days prior to the first date of use. CAM-PLEX reserves the right to cancel an event if the CSL/CGL Certificate is not received as required.

DEPOSIT: All deposits are non-refundable. The deposit is a damage and performance deposit. CAM-PLEX may use all of any of the deposit to repair any damages to the property, other than normal wear and tear. LESSEE shall be provided a written itemization of all damages that exceed the deposit and shall pay the same to CAM-PLEX upon written demand. LESSEE is required to pay one hundred percent (100%) of anticipated expenses

prior to the beginning of the event. Fifty percent (50%) of estimated expenses returned with signed lease agreement. Balance due 14-days prior to move-in. Payment forms include cash, checks (payable to CAM-PLEX), VISA, or MasterCard. A finance charge of 1½% per month will be charged on balances over 30 days plus collection costs, and reasonable attorney's fees, if required. Some events, usually when alcohol is being served, may require a larger deposit.

EXCLUSIVE POURING RIGHTS: CAM-PLEX has an exclusive pouring rights agreement with WY Beverage, Inc., (Pepsi-Cola Distributing), 2201 East Boxelder, Gillette, WY, 307-685-2404, that provides benefits to further CCPLB mission. LESSEE agrees to purchase all beverages to be sold in and on CAM-PLEX Facilities directly from WY Beverage, Inc. LESSEE also agrees to ensure all vendors or anyone using space shall follow this exclusive pouring rights policy. If LESSEE is giving away waters or drinks with no monetary benefit, these products do not need to be purchased from WY Beverage, Inc. LESSEE shall pay any and all damages sustained by CAM-PLEX resulting from the breach of this clause.

FOOD/BEVERAGE SERVICES: CAM-PLEX retains exclusive rights to all concessions operated at CAM-PLEX. LESSEE must inform CAM-PLEX of all food and liquor concession plans. CAM-PLEX reserves the right to sell concessions at your event and retain 100% of the profits from doing so. Should CAM-PLEX forfeit this right, all food operators must meet the WY Department of Agriculture Food Establishment License Requirements (State Health Permits), including caterers, concessionaires, and booth vendors. Cooking of fried foods outside of the concession rooms is not allowed. CAM-PLEX reserves the right to close any concession or liquor service area for cause.

FORCE MAJEURE: Neither party shall be liable for failure to perform under the Lease Agreement 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 and the public enemy, civil disturbance, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

INDEMNIFICATION: LESSEE shall INDEMNIFY, SAVE, AND HOLD HARMLESS CAM-PLEX Management, Campbell County Public Land Board, City of Gillette, Campbell County Commissioners, and all employees, agents and volunteers from and against all liability, loss, damages, claims, costs and expenses (including attorney fees) arising out of injury to person or damages to property or any other injury, claim, damage, loss, cost or expense arising from the event. LESSEE assumes all risk in the event of damage to property and loss by theft or otherwise of the fixtures, appliances, or other property of the LESSEE, its exhibitors, contestants, performers, employees, and no claim will be made against CAM-PLEX, Campbell County Public Land Board, City of Gillette, Campbell County Commissioners, or all employees, agents and volunteers of each. This agreement may be terminated by CAM-PLEX if the premises leased shall be destroyed or become unusable because of fire, or any other cause. LESSEE waives any claim, damages or compensation which might arise by reason of such termination.

STAFF RIGHT OF ENTRY: Any identified CAM-PLEX employee or official of CAM-PLEX will have free access to any and all parts of facilities leased or occupied by LESSEE.

This agreement cannot be assigned, pledged, or encumbered without the written approval of CAM-PLEX Management. No verbal representation or promise of any nature, not covered by this agreement, has been made by either party to the other.

LESSEE understands the Addendum, referred to as the Operating Policy of the CCPLB for CAM-PLEX is part of this Lease Agreement, and LESSEE agrees to the terms of the Operating Policy.

The signatory of the LESSEE hereto warrants that he/she has due authority to do so and can make financial and event decisions on behalf of the LESSEE. IN WITNESS WHEREOF the parties hereto have signed and agree to all terms and conditions stated on this agreement, including the addendum referred to as the Operating Policy of the CCPLB for CAM-PLEX.

LESSEE:

CAM-PLEX:

Signature Date

Aaron Lyles, Executive Director Date

Print Name

Will Hastreiter, Operations Director Date

EVENT CONTACT:

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