

**UNIVERSITY OF WYOMING  
STADIUM VENDOR SERVICES AGREEMENT**

University of Wyoming (University)  
Athletics Department  
Fieldhouse North Addition  
Dept. 3414  
Laramie, WY 82071-3414  
Phone ((307) 766-3503  
Email: athconcs@uwyo.edu  
Attn: Colin Vickers, Dir. Concessions Ops.

ALCOHOLVENDOR Roxie's on Grand  
Address: 221 E Grand Ave.  
City/Zip: Laramie, WY 82070  
Phone: 307-745-4577  
Email: roxiesongrand@gmail.com  
Contact person: Bill & Roxie Hensley

1. **PARTIES.** This Agreement is made and entered into between the University of Wyoming, by and through its Athletic Department (hereinafter "UNIVERSITY") and Hensley Property Holdings, LLC DBA Roxie's on Grand (hereinafter "VENDOR").
2. **PURPOSE.** To outline the agreement terms and conditions by which VENDOR will provide sales of beer and wine UNIVERSITY at various University of Wyoming games as designated by the UNIVERSITY.
3. **TERM.** This Agreement shall commence upon July 1, 2021 and shall remain in full force and effect until June 30, 2024, with two possible 1 year renewal extensions.
4. **TERMINATION.**
  - a. *For cause.* A party will be considered in default of its obligations under this Agreement if such party should fail to observe, to comply with, or to perform any term, condition, or covenant contained in this Agreement. If the defaulting party fails to cure the breach within ten (10) days of its receipt of written notice of the breach, the non-defaulting party may terminate this Agreement as of the date specified in the notice, and may seek such other and further relief as may be provided by law. VENDOR shall not be relieved of liability for damages sustained by UNIVERSITY by virtue of any breach of this Agreement by VENDOR, and UNIVERSITY may withhold any payments to VENDOR for the purpose of set-off.
  - b. *Without cause.* UNIVERSITY can terminate this Agreement without cause, upon five (5) days prior written notice.
  - c. If VENDOR chooses to terminate this agreement, notification of such termination must occur no later than March 31<sup>st</sup> of that calendar year. This provision will allow the University to have sufficient time to modify its plan and identify a replacement vendor prior to that upcoming football season.
  - d. Termination of this Agreement shall not relieve a party from its obligations incurred prior to the termination date.
5. **SUBLEASING OF FACILITIES AND SUPPLYING OTHER VENDORS.** VENDOR, is not allowed to sublease their use space to other independent contractors
6. **UNIVERSITY PROVIDED ITEMS.**
  - a. UNIVERSITY will provide VENDOR with specific sales kiosks (inclusive of 5 keg dispensing equipment).
  - b. UNIVERSITY will provide and distribute wristbands and handstamps to the vendors for use in the wrist banding stations. Different colors of wristbands and handstamps will be utilized for each game, as determined by UW Athletics. During the 2021 season, non- tab wristbands will be utilized. The

determination of wristbands with tabs vs non-tab wristbands will be reviewed annually based on the effectiveness of the vendor's staff to monitor and not serve fans who are overly inebriated.

## **7. STADIUM VENDOR'S RESPONSIBILITIES.**

- a. VENDOR shall agree to settle up the 2020-2021 marketing elements and investment including any monies due to Wyoming Sports Properties prior to June 30, 2021, in accordance with the previously executed *Stadium Vendor Agreement*.
- b. VENDOR covenants, represents, and warrants that Roxies and all related entities, which shall include without limitation Cowboy State Brewing (hereinafter referred to collectively as "Roxies"), shall refrain from registering with the United States Patent and Trademark Office (the "USPTO") or with the State of Wyoming any logo, mark, word mark, indicia, or any other indicator of the University of Wyoming as being the source of goods or services (the "Trademarks"). For the avoidance of doubt, the Parties agree that at a minimum the following trademarks are considered derivative Trademarks made popular by and are closely associated with the University of Wyoming and shall be withdrawn from the USPTO application process:
  1. Wildcatter Black Gold Ale
  2. Game Day Gold
  3. Cowboy Brown Ale

Roxies covenants, represents, and warrants that Roxies and all related entities shall refrain from producing marketing and/or branding materials with any logo, mark, word mark, indicia, or any other indicator of the University of Wyoming as being the source of goods or services; including derivative marketing and/or branding materials made popular by and are closely associated with the University of Wyoming. Roxies shall ensure all products and marketing/branding materials associated with the above described derivative trademarks shall be removed from stores and marketing materials by August 1, 2021.

### **c. SALES LOCATIONS AND EQUIPMENT.**

Sales locations for dispensing of beer, wine and seltzer products shall be as follows and is limited to these locations only (unless it is mutually agreed upon in advance to move or adjust a sales kiosk location(s)).

- Upper East Concourse – 1 sales kiosk, 1 hawking station and 1 optional food stand (with separate concessions food stand agreement).
- Lower East Concourse – 2 sales kiosks
- Upper West Concourse – 1 sales kiosk and 1 hawking station
- Lower West Concourse – 1 sales kiosk and 1 hawking station ( stand 11)
- Beer garden area – 2 sales kiosks ( one on each side of video board)
- Indoor Practice Facility on game days – 1 sales kiosk (contingent upon fulfillment of Option 2 as presented in RFP proposal)
- Arena Auditorium concourse – Concession stands 5 and 7 with optional 3<sup>rd</sup> stand (concession stand 2) contingent upon expected crowd size
- Hawking at Arena events is permitted but must be pre-approved by University. Staging area for hawking shall be out of Concession stands 5 and 7.

While UNIVERSITY will provide the sales kiosks, VENDOR will be responsible for its own cash registers, credit card machines and drink coolers (seltzer/wine products). Vendor shall be responsible for its own cash handling, including having sufficient change available at all locations.

VENDOR will be responsible for maintaining, repairing, and regular cleaning of the dispensing equipment (to include cleaning and flushing out the keg lines at the end of each game).

VENDOR shall keep sales locations with a high-quality appearance and must be pre- approved by UNIVERSITY. VENDOR shall maintain a professional, consistent and orderly look in each sales location,

including but not limited to no additional signage without UNIVERSITY approval and no folding tables or other items without UNIVERSITY approval.

- d. **LIQUOR LICENSE.** VENDOR shall keep and maintain all necessary State approved liquor or malt beverage licenses/ permits for selling and dispensing the beer, wine and seltzer products that are the subject of this Agreement.
- e. **ID CHECKING.** VENDOR and UNIVERSITY will develop an effective plan for checking patron ID's (electronic scanners), stamping hands and placing wrist bands on all individuals approved to purchase. Currently, the anticipated ID check/wrist band locations will be: Indoor Practice Facility (IPF), stadium parking lots (pre-game) and beside or near each sales location (both in stadium and Arena Auditorium) The presence of ID checks does not relieve the Vendor's obligation to monitor the alcohol purchase and fan inebriation level at the point of sale.
- f. **STAFFING.** VENDOR will provide a minimum of 3 staff per sales location and a minimum of 2 to 3 staff members (per ID check location) to assist with ID checks/wristband/handstamps (separate locations from sales kiosks). If UNIVERSITY determines that the proper level of customer service is not being met the contract UNIVERSITY may request VENDOR to provide additional staffing or may take other appropriate action, up to termination.

VENDOR will provide staffing that are fully TIPS (Training for Intervention Procedure) trained and are accustomed to working in an environment where alcoholic beverages are being purchased and consumed. A list of all TIPS trained employees who will be working UW events must be provided to UW Athletics/University in advance of events.

- g. **STOCKING OF SALES LOCATIONS.** VENDOR must have all sales locations stocked, staffed and ready to operate by at least 2.5 hours before football kickoff and 1.5 hours before basketball tip off. Beer/seltzer/wine sales will end at the conclusion of the third quarter at football games and women's basketball games and with 10 minutes (on the clock) in the second half for men's basketball games. Sales start and ending times for special events (such as wrestling and volleyball) must be determined and pre-approved prior to each event.

**h. LIMITATIONS OF SERVICE.**

VENDOR will limit each patron to only 2 beer, wine and/or seltzer beverages per a single transaction. All beer and seltzer products served in the students section will be served in 16 ounce single use cups. Craft beers served in the beer garden shall also be served in single use 16oz cups. Domestic beers and seltzer served at all other locations shall be sold in 16oz aluminum bottles. Bottle caps must be removed from aluminum bottles as sold. Wine products will be served in 6-ounce cups. VENDOR will not serve any person who is visibly intoxicated and make sure that no underage individuals are served regardless of the presence of wristbands or handstamps.

VENDOR will ensure that any Beer products sold will be poured into clear plastic cups or served in sealed aluminum bottles. No glass bottles or cans will be served to the patrons. VENDOR shall not provide any re-fills. VENDOR will ensure that new cups are issued for each purchase.

VENDOR will be allocated cups by UNIVERSITY prior to each game and will be inventoried by UNIVERSITY at end of game to determine the number of units sold (an acceptable variance allowance will be given for damaged cups which is to be reported by Vendor to UW at the end of each game). This number will be verified against cash /register receipts. This shall be a part of each of VENDOR'S sales area's closing procedure.

Bottles Inventory – An inventory shall be completed upon delivery by distributor prior to each game. Inventory shall be mutually verified prior to opening for the event. Ending inventory shall be mutually verified at the conclusion of each event. Any discrepancies shall be verified in the week following the event.

VENDOR will reserve the right to deny any service to any individual(s) and discontinue the service of alcoholic beverages prior to the ending time of an event should the conduct and/or decorum of the individual(s) be in violation of UW Athletic and/or State/Local laws.

**i. STORAGE.** VENDOR will be responsible for working with beer/seltzer vendors (per applicable state laws/statutes) to obtain products to be sold in their Sales' locations. VENDOR and University will work with beer/seltzer distributors to identify locations for any refrigerated trailers to accommodate for replacement kegs/products. Trailers shall be placed 2 weeks prior to the start of each football season with UW to agree on exact placement. Trailers shall be removed within 2 weeks of football season ending. One trailer may remain for the duration of basketball season ending March 31<sup>st</sup> of each year. VENDOR will make arrangements to receive supplies of products in the early to mid-days of each week prior to the upcoming game days. VENDOR will make every effort to avoid having late week deliveries of products.

**j. BEER AND WINE SELECTION.** VENDOR shall ensure that the following product lines are appropriately represented: Domestic Beer, Import Beer, Specialty Craft Beers and malt beverage seltzers as approved by University. For 2021 the products will be Bud Light, Budweiser, Busch Light (student section only), Bud Light Seltzer, Coors Light, Miller Lite, Kona Big Wave, Goose Island IPA, Roxies Brown Ale, and Roxies Gold Ale. The products to be served will be reviewed and modified, as necessary, prior to each football/basketball season. Prior approval must be received before any additional product is served. The dispensing equipment and aluminum bottle/can products shall be allocated proportionally to ensure that the product mix at each selling location meets the pre- approved allocation percentages. Beer and seltzer products in 2021 will be sold at \$7 for domestic, \$8 for craft and \$8 seltzer products. Pricing will be reviewed periodically (at least annually) and pre-approved by the University.



- k. **ACCOUNTING.** VENDOR will be required to provide UNIVERSITY with a payment/settlement (including financial documentation) within 10 days following the completion of each football game and bi-monthly during basketball season.

**I. HOLD HARMLESS AND INSURANCE REQUIREMENTS.**

- i. **INDEMNIFICATION.** VENDOR agrees to defend, indemnify, and hold harmless UNIVERSITY and its public employees from any and all causes of action, claims or costs including the cost of defense, arising from or related to this Agreement and the event it covers. This indemnification and hold harmless includes but is not limited to actions, claims or costs brought by third parties, VENDOR, VENDOR's employees, members, and agents.

- ii. **INSURANCE.**

VENDOR agrees to maintain:

- a. Commercial general liability insurance including property damage, bodily injury, contractual liability, errors and omissions, and products and completed and ongoing operations, with minimum occurrence limits of not less than \$1,000,000 and minimum aggregate limits of \$2,000,000.
- b. Liquor liability insurance, which may be a standalone policy or contained within the commercial general liability policy, with minimum occurrence limits of not less than \$1,000,000 and minimum aggregate limits of \$2,000,000.
- c. Automobile liability insurance covering all owned, non-owned and hired autos with minimum limits of \$500,000 combined single limit.
- d. Workers' compensation coverage as required by law and employer's stop gap liability coverage.

Policies other than workers' compensation and employer's stop gap liability must name the University, its trustees, officers, and employees as additional insureds. Certificates will be delivered, prior to commencement of the contract, to the Director of Risk Management, Dept. 4300, 1000 E. University, Laramie, WY 82071.

All Coverages (i.e., general liability, errors and omissions, automobile liability, workers' compensation and employer's liability) must include:

- 1. Cancellation. Each policy shall be endorsed to state the coverage shall not be canceled, suspended, voided, allowed to expire or be reduced in coverage or limits, by either party, except after thirty (30) days, prior written notice by certified mail, return receipt requested, has been given to the University of Wyoming.
- 2. The insurer(s) shall agree to waive all rights of subrogation against the University of Wyoming for losses arising from work performed for the University.
- 3. Jurisdiction. The insurance shall be construed under the laws of the State of Wyoming. The exclusive forum for the resolution of disputes arising out of such insurance shall be a court of competent jurisdiction of the State of Wyoming.
- 4. Acceptability of Insurers. Insurance shall be placed with insurers Licensed to do business in Wyoming and having an A.M. Best Company rating of no less than AVIII.

Verification of Coverage: Prior to commencement of the Agreement, the University shall be provided with certificates of insurance and original endorsements evidencing required coverage. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received by the University before the contract commences. The University reserves the right to require complete, certified copies of all required insurance policies at any time. If at any time during the term of this contract or any extension thereof, any required policies of insurance should expire, or are canceled, the University of Wyoming must be provided a certificate of insurance indicating renewal or an acceptable replacement of the expiring policy prior the expiration.

- m. **PARKING.** All parking shall be in a lot(s) designated by UNIVERSITY. VENDOR will receive a parking pass from UNIVERSITY for each game worked. Temporary loading/unloading of supplies, etc. is permitted prior to and after each football and basketball game. Vehicles must be moved to the parking lots at least ½ hour prior to gates opening. Parking in the 15 minute ticket pickup loop by the Ticket Office is not allowed. VENDOR may use designated temporary loading zones. Vehicles not removed from temporary loading zones will be towed at the VENDOR's expense.
- n. **COMPLIANCE WITH LAWS.** VENDOR shall comply with all UNIVERSITY, federal, state, and local laws, rules and regulations including the current Uniform Fire Code. A copy of the current fire code may be obtained from the Laramie Fire Department.
- o. **EXCLUSIVE BEVERAGE CONTRACT.** For campus functions, VENDOR shall adhere to the UNIVERSITY's exclusive contract for Pepsi products provided by Wyoming Beverage Inc. (WBI) to supply only products that are exclusive to the contract with WBI. The items that are included in the WBI contract are carbonated or non-carbonated or naturally or artificially flavored drinks, whether served at ambient, cold or frozen temperatures, including all types of bottled water, juice or juice drinks, and isotonic/sports. "Bottled water" means pre-packages, single-serve waters, including still, effervescent, unflavored and flavored, and vitamin additive or otherwise fortified varieties. Beverages excludes milk, flavored milk, fruit and/or yogurt based smoothies, hot or cold coffee or tea freshly brewed on the premise, tap water or fruit or vegetable juices either squeezed fresh on the premises or made from concentrates. Pursuant to the WBI contract, VENDOR shall purchase, from WBI, any beverage drinks for use on campus.

Vendors will also be responsible for providing non-alcoholic beverage products at each sales location and with each "hawking" point of sale. At a minimum 20 oz. bottled water must be available at each location.

- p. **DAMAGE.** VENDOR shall be responsible for the payment of any and all damages to UNIVERSITY's property whether caused by VENDOR or its patrons; normal wear and tear excluded.
- q. **SAFETY AND SECURITY.**
  - i. Unless provided by UNIVERSITY, VENDOR shall maintain a fire extinguisher(s) within its space, and use only "UL" listed and approved equipment. Please DO NOT use open flame-type fire for cooking (Charcoal is okay). All bottled gas must be secured to a solid object whether it is in use or in storage. Any fuel materials must be stored safely away from open flames. All cooking equipment must be properly vented and comply with all applicable state and local fire codes. Fire suppression equipment will be maintained where applicable.

- ii. VENDOR SHALL BE RESPONSIBLE FOR THEIR OWN MONEY HANDLING. UNIVERSITY IS NOT RESPONSIBLE FOR LOSS OR THEFT OF VENDOR'S PROPERTY. VENDOR is expected to provide their own money and have enough change on hand to be self-sufficient.
- iii. If VENDOR will accept electronic payment, including but not limited to credit cards, VENDOR hereby warrants and agrees that VENDOR is in compliance with the Payment Card Industry Data Security Standard (PCI DSS). VENDOR specifically agrees to the following:
  - a. VENDOR agrees that it is responsible for the security of cardholder data that it possesses, including the functions relating to storing, processing, and transmitting of the cardholder data. VENDOR takes responsibility for the payment of fines, penalties, lawsuits and other costs that result from a breach that can be traced to the action or inaction of Company and will assume 100% of those costs.
  - b. VENDOR agrees to supply the current status of Vendor's PCI DSS compliance status, and evidence of its most recent validation of compliance upon request.
  - c. VENDOR will immediately cease accepting electronic payments if the Vendor is no longer PCI DSS compliant.
  - d. VENDOR acknowledges that any indemnification provided for under this agreement applies to the failure of the Vendor to be and to remain PCI DSS compliant.
- r. **EQUIPMENT AND PRODUCTS.** VENDOR shall furnish all necessary equipment and products, **inclusive of refrigeration/ice**, which are legally safe, that are needed by VENDOR to safely and efficiently operate its Vendor area. UNIVERSITY reserves the right to determine that VENDOR's operation is unsafe, unsatisfactorily staffed or ill equipped to operate on UNIVERSITY's premises.
- s. **STAND CLEAN UP AND DISPOSAL.** VENDOR assumes any and all risk of damage to or theft of products and equipment unless caused by UNIVERSITY negligence or willful misconduct. VENDOR shall be responsible for all clean up and disposal of product and equipment from their stand within 30 days after season ending (December 30<sup>th</sup>) for Stadium and April 30<sup>th</sup> for the Arena). If stand is not cleaned within the allotted time period and UNIVERSITY staff must clean the stand, a charge of \$30.00 an hour will be billed to VENDOR. UNIVERSITY is not responsible for damage to or theft of any products or equipment left in the stand after the 30 days, regardless of fault.
- t. **SERVICES OR PRODUCTS.** VENDOR must limit the selling of their products and services to its assigned. Hawking will be permitted in pre-approved areas but will be prohibited in the student section seating areas. VENDOR shall not be permitted to offer said goods or services within any of the UNIVERSITY's facilities, e.g., the stadium, or Arena-Auditorium without first obtaining UNIVERSITY's written permission.
- u. **EVENT SET-UP.** VENDOR shall contact UNIVERSITY's maintenance personnel prior to event set-up to obtain any special directions as to the location of sprinkler heads, etc. UNIVERSITY's maintenance personnel and UWAC will be available to assist VENDOR during set-up and take-down in the event prior arrangements are made.

- v. **VENDOR BEHAVIOR.** If VENDOR, its employees or agents are not exhibiting reasonably acceptable behavior in the War Memorial Stadium or Arena Auditorium, they will be asked to remove their fixtures from the event area. UNIVERSITY, at its sole discretion, will determine when behavior is unreasonable.
- w. **UNIFORMS AND CHECK IN.** VENDOR and VENDOR's workers are required to wear a UNIVERSITY approved uniform at all times. VENDOR'S staff may not wear clothing/apparel that displays other schools or professional sports organizations. For example: No CSU or Denver Broncos hats, t-shirts or hoodies. VENDOR employees should wear a consistent clothing and color scheme that identifies them with the VENDOR. For example, black t-shirts with VENDOR logo. It will be permissible for the hawking staff to wear more vivid colors since being able to identify these employees in a crowd is an important aspect of their sales function.

VENDOR must supply the UNIVERSITY with the names of its workers for the pass list prior to each home football game or basketball game. Workers are required to check in at the pass gate prior to the opening of the gates to the general public. The pass gate for football is located at gate 8, and the pass gate for basketball is located at the garage door on the main concourse. VENDOR will be supplied ID badges for all staff at the start of the season. Staff must wear ID badges at all times.

#### 8. REVENUE SHARE AND SPONSORSHIP

The revenue share for this Agreement is a 55/45 revenue split (after sales tax) in favor of UNIVERSITY with a sponsorship commitment as agreed upon and negotiated with Wyoming Sports Properties. Cost of cups will be split 50%/50% between the university and vendor.

#### 9. GENERAL PROVISIONS.

- a. **FORCE MAJEURE.** Neither party shall be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, this shall include, but not be limited to, Acts of God, government orders, labor strikes, radioactive contamination, terrorism, transit interruptions when not caused by the contractor, and wars.
- b. **AMENDMENTS.** Either party may request changes in this Agreement. Any changes, modifications, revisions or amendments to this Agreement which are mutually agreed upon shall be incorporated by written instrument, executed and signed by all parties to this Agreement.
- c. **APPLICABLE LAWS.** Both parties shall fully adhere to all applicable local, state and federal law, including equal employment opportunity and including but not limited to compliance with Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. UNIVERSITY is committed to equal opportunity for all persons in all facets of UNIVERSITY's operations and is an Equal Opportunity/Affirmative Action employer. UNIVERSITY will provide all applicants for admissions, employment and all UNIVERSITY employees with equal opportunity without regard to race, gender, religion, color, national origin, disability, age, protected veteran status, sexual orientation, genetic information, gender identity, creed, ancestry, political belief, any other applicable protected category, or participation in any protected activity. UNIVERSITY ensures non-discriminatory practices in all matters relating to its education programs and activities and extends the same non-discriminatory



practices to recruiting, hiring, training, compensation, benefits, promotions, demotions, transfers, and all other terms and conditions of employment.

- d. **ASSIGNMENT.** Without prior written consent of the other party, neither party may assign this Agreement. This Agreement shall inure to the benefit of, and be binding upon, permitted successors and assigns of the parties.
- e. **ENTIRE AGREEMENT.** This Agreement is the entire agreement between the parties and supersedes all previous agreements, understandings, representations, warranties, promises and conditions, written and oral. No change, modification of or addition to this Agreement shall be effective unless in writing and signed by both parties.
- f. **GOVERNMENTAL CLAIMS.** Any actions or claims against UNIVERSITY under this Agreement must be in accordance with and are controlled by the Wyoming Governmental Claims Act, W.S. 1-39-101 et seq. (1977) as amended.
- g. **INDEPENDENT CONTRACTOR.** VENDOR is acting as an independent contractor. This Agreement does not commit UNIVERSITY to the traditional role of employer. UNIVERSITY is not responsible for the payment of withholding taxes, unemployment insurance, workers' compensation insurance, social security, pensions, retirement fees, licenses or other fees. Such costs are the responsibility of the VENDOR.
- h. **INTERPRETATION.** The construction, interpretation and enforcement of this Agreement shall be governed by the laws of the State of Wyoming. The courts of the State of Wyoming shall have jurisdiction over any action arising out of this Agreement and over the parties, and the venue shall be the Second Judicial District, Albany County, Wyoming.
- i. **NOTICES.** For the purpose of notifying either party, written notification may be hand delivered, emailed or sent by first class U.S. Mail to appropriate address listed at beginning of this Agreement. A copy of any notice concerning a breach, alleged breach, or dispute arising under this Agreement shall also be sent to Office of General Counsel, Dept. 3434, 1000 E. University Ave., Laramie, WY 82071-2000.
- j. **SOVEREIGN IMMUNITY.** UNIVERSITY does not waive its sovereign or governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action or claim based on this Agreement.
- k. **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 Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall inure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only parties signatory to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.
- l. **LEGAL AUTHORITY.** Each party to this Agreement warrants that it possesses the legal authority to enter into this Agreement and that it has taken all actions required by its regulations, procedures, bylaws, and/or applicable law to exercise that authority, and to lawfully authorize its undersigned signatory to execute this Agreement and to bind it to its terms. The person(s) executing this Agreement on behalf of a party warrant(s) that such person(s) have full authorization to execute this Agreement.

**10. SIGNATURES.** In witness whereof, the parties to this Agreement through their duly authorized representatives have executed this Agreement on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Agreement as set forth herein.

**VENDOR**

**UNIVERSITY OF WYOMING**

**Recommended By:**

DocuSigned by:  
*Roxie Hensley*  
D8AF0A27742D4FB...  
Authorized Signature

DocuSigned by:  
*Colin J. Vickers* 6/25/2021  
95EF459C0341497...  
University of Wyoming  
Athletic Concessions Date

Roxie Hensley Owner  
Type or print Name & Title

DocuSigned by:  
*Bill Sparks* 6/25/2021  
E43EA53DB92D464...  
Senior Associate Athletic Director/  
Administration Date

Hensley Property Holdings LLC  
Organization

**Approved by:**

6/30/2021  
Date

DocuSigned by:  
*Thomas Burman* 6/25/2021  
09E79CA1B7B0437...  
Tom Burman Date  
Director of Athletics