

# OFFICIAL

CONTRACT NO. 14-28

## FIRST AMENDMENT TO MASTER AGREEMENT - 2014 THE ROUND UP CLUB DBA WICKENBURG CHAMBER OF COMMERCE

This First Amendment to Master Agreement (this "Amendment") is entered into by and between the TOWN OF WICKENBURG, an Arizona municipal corporation ("Town"), and THE ROUND UP CLUB DBA WICKENBURG CHAMBER OF COMMERCE, an Arizona nonprofit corporation ("Chamber"). The Town and the Chamber are collectively referred to in this Amendment as the "Parties," and each is sometimes referred to as a "Party."

### RECITALS

- A. Chamber and Town are parties to that certain Master Agreement, dated August 7, 2012. (the "Agreement").
- B. The Parties now desire to amend the Agreement in accordance with the terms and conditions set forth below.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises made in this Amendment, the Parties agree as follows.

1. Incorporation of the Recitals. The foregoing recitals are incorporated herein by this reference.
2. Special Events. Section 1.2.1 of the Agreement is hereby deleted, and the following inserted in its place.

1.2.1 Chamber will plan and execute the following annual Special Events: Gold Rush Days, Barbecue (BBQ) and Street Dance, Fiesta de Septiembre, Fly-In and Classic Car Show, Bluegrass Festival, Cowboy Christmas Poetry Gathering, and Christmas Parade of Lights.

3. Sudan and Iran. Section 29 of the Agreement is hereby deleted.
4. Mobile Stage. Section 1.1.5 is hereby added to the Agreement and the following language inserted.

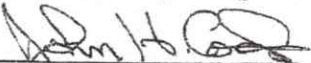
1.1.5 Chamber will manage all operations of the Mobile Stage, including, but not limited to, rental, repairs, lighting, sound, and transport. Chamber will maintain the Mobile Stage in good working condition at all times and provide maintenance and repair records to Town upon request. Within thirty (30) days of receipt of an

invoice, Chamber will annually reimburse Town for any costs associated with license, registration, and insurance of the Mobile Stage as required by law. Town will provide a location for storage of the Mobile Stage and assist with its delivery and removal for the Special Events identified in Section 1.2.1 of this Agreement. Town will not assist with delivery and removal of the Mobile Stage for any events other than those identified in Section 1.2.1 of this Agreement. Town may use the Mobile Stage at no cost provided there is no conflict with the dates of the events identified in Section 1.2.1 of this Agreement.

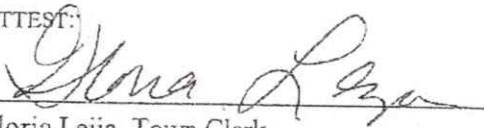
5. Miscellaneous. The balance of the Agreement is hereby amended to reflect the purpose of this Amendment. The Parties hereto acknowledge that except as expressly modified hereby, the Agreement remains unmodified and in full force and effect. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. Unless otherwise expressly defined herein, terms in this Amendment shall have the same meanings assigned to such terms in the Agreement. This Amendment may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the last date set forth below their respective signatures.

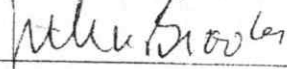
Town:  
TOWN OF WICKENBURG,  
an Arizona municipal corporation

By:   
John H. Cook, Mayor

Date: July 21, 2014

ATTEST:  
  
Gloria Leija, Town Clerk

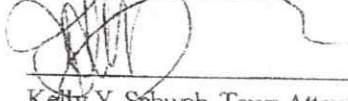
Chamber:  
THE ROUND UP CLUB DBA WICKENBURG  
CHAMBER OF COMMERCE  
an Arizona non-profit corporation

By: 

Its: \_\_\_\_\_

Date: 7/30/14

APPROVED AS TO FORM:

  
Kelly Y. Schwab, Town Attorney