

**AMENDMENT NO. 5 TO THE
CITY OF GLENDALE - FIESTA BOWL AGREEMENT**

This Amendment No. 5 to the City of Glendale – Fiesta Bowl Agreement (“Amendment No. 5”) is entered into and effective as of the date of the last signature affixed below, and modifies the terms and conditions of that certain agreement between City of Glendale (“City”) and Fiesta Events, Inc., (“Fiesta Events”) filed with the Glendale City Clerk in 2006 as contract No. C-5945 (“Agreement”).

RECITALS

- A. The parties entered into the Agreement for the use of the Event Facilities in connection with the Fiesta Bowl events described therein (collectively, the “Fiesta Bowl Events”); and
- B. The terms of the Agreement were modified in 2007 by Amendment No. 1, which amendment was filed with the Glendale City Clerk as Contract No. C-5945-1, for the purpose of conducting the 2007/2008 Fiesta Bowl Events; the parties then agreed to Amendment No. 2, filed with the Glendale City Clerk as Contract No. C-5945-2 for the purpose of conducting the 2008/2009 Fiesta Bowl Events; the parties then agreed to Amendment No. 3, filed with the Glendale City Clerk as Contract No. C-5945-3 for the purpose of conducting the 2009/2010 Fiesta Bowl Events; the parties then agreed to Amendment No. 4, filed with the Glendale City Clerk as Contract No. C-5945-4 for the purpose of conducting the 2010/2011 Fiesta Bowl Events; and
- C. Fiesta Events has indicated to the City that, contrary to previous years, it will not utilize the Youth Sports Fields, the Expo Center, or the multi-level Parking Structure for the 2011/2012 Fiesta Bowl Events season except as otherwise provided herein; and
- D. The parties now desire to amend the Agreement through Amendment No. 5 for the purpose of conducting the Fiesta Bowl Events in December 2011 and January 2012 (the “2011/2012 Fiesta Bowl Events season”), and intend for Amendment Nos. 1, 2, 3 and 4 to have no current effect on the Agreement. Terms not otherwise defined herein shall have the meaning set forth in the Agreement.

AGREEMENT

NOW, THEREFORE, it is agreed that the Agreement referenced above be amended as follows:

- 1. **Affirmation.** All of the original Agreement’s terms, conditions, durations and rights, including related depictions through previously attached Exhibits, are hereby affirmed, except as specifically stated in this Amendment No. 5. The modifications stated below inactivate or replace the referenced provisions in their entirety only for purposes of the 2011/2012 Fiesta Bowl Events season and the original Agreement shall remain in full force and effect without regard to the modifications set forth in this Amendment No. 5 for the remaining term of the Agreement thereafter.
- 2. **Previous Amendment.** The modifications of the Agreement implemented by this Amendment No. 5 are made without regard to the modifications to the Agreement made by Amendment Nos. 1, 2, 3 and 4; therefore, Amendment Nos. 1, 2, 3 and 4 are repudiated in their entirety in that they now have no effect on the Agreement of the parties.

3. Agreement Modifications.

- 3.1 Sections 2, 3, 5, 6, 7 and 9 relating to the use of the Youth Sports Fields with respect to CFBP and the Expo Center and their attendant user fees are of no effect and will not be applied or enforced by either party during the 2011/2012 Fiesta Bowl Events season. Unauthorized use of any of these above-referenced venues is a violation of the Agreement and will subject Fiesta Events to damages; provided, however, that the City hereby expressly acknowledges and agrees that the Fiesta Bowl will still have the exclusive right to use the Youth Sports Fields for parking related to the Fiesta Bowl Game on January 2, 2012 at no cost or expense and may assume control and use of the Youth Sports Fields two hours after the conclusion of the Arizona Cardinals game on January 1, 2012, and in no event later than 7:00 p.m. on that date, but will remove all items and evidence of use no later than 11:59 p.m. on January 3, 2012.
- 3.2 Section 12, entitled Exclusive Use of Parking Structure, and its related Section 13, entitled Time and Manner of Use, and Section 15, entitled Parking Structure User Fees are of no effect and will not be used, applied or enforced by either party during the 2011/2012 Fiesta Bowl Events season. Unauthorized use of the Parking Structure will result in liquidated damages to the City of not less than \$100.00 per parking space.
- 3.3 Section 15 of the Agreement entitled Street Light Post User Fees is replaced in its entirety by the following:
- A. *Fiesta Events must compensate the City for the use of the Street Light Posts and for the placement of an advertisement "in rotation" on the two (2) electronic billboards at Glendale Avenue and the Loop 101;*
 - B. *Compensation for the City will consist of a full-page advertisement in the Fiesta Bowl entertainment guide; a full-page advertisement in the Fiesta Bowl game program; a 125x125 pixel "banner advertisement" on the Fiesta Bowl.org website, prominently displayed and rotated on the home page and throughout the site; and three pairs of Fiesta Bowl tickets (Upper Level, value: \$155 per ticket) for City-managed promotional contests; and*
 - C. *Use of Glendale-Owned Parking Lot G (near Jobing.com Arena) for the Fiesta Bowl Game on January 2, 2012:*
 - (i) *For the Fiesta Bowl Game, Fiesta Events, at no cost or expense, may assume control and use of Lot G two hours after the conclusion of the Arizona Cardinals game on January 1, 2012, and in no event later than 7:00 p.m. on that date, but will remove all items and evidence of use no later than 11:59 p.m. on January 3, 2012.*
 - (ii) *Fiesta Events must provide the insurance certificate in accordance with Section 16 of the Agreement entitled Insurance.*
- 3.3 Subsection "D" will be added to the end of Section 24 of the Agreement as follows:
- D. *Fiesta Events and all of its related organizations are responsible for the payment of all costs associated with permits and fees required for any activities conducted under this Agreement unless specifically stated otherwise herein.*

IN WITNESS WHEREOF, the parties enter into and make effective this Amendment No. 5 as of the date of the last signature affixed below.

CITY OF GLENDALE

FIESTA EVENTS, INC.

Harriet Skub for 12-21-11
Ed Beasley, City Manager Date

Robert Shelton 12/16/11
Dr. Robert Shelton, Executive Director Date

ATTEST:

Darice McCauley for
Pam Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Craig Tindall
Craig Tindall, City Attorney