

**FIRST AMENDMENT
TO SPECIAL EVENTS MANAGEMENT AGREEMENT**

THIS FIRST AMENDMENT TO SPECIAL EVENTS MANAGEMENT AGREEMENT (“Amendment”) by and between the **CITY OF MURRIETA**, a California municipal corporation (“**City**”) and **NEWMAN HOSPITALITY GROUP, LLC**, a California limited liability company (“**Licensee**”) is effective as of the ___ day of _____, 2025. City and Licensee are sometimes hereinafter individually referred to as a “**Party**” and jointly as the “**Parties.**”

RECITALS

A. City and Licensee entered into that certain Agreement for Contract Services dated December 13, 2023 (“**Agreement**”), whereby Consultant agreed to provide services related to Special Events Management for a pilot program for Licensee to provide management services for large-scale events.

B. The term of the Agreement expires on December 13, 2025.

C. City and Licensee now desire to amend the Agreement as set forth below.

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. Recitals. The foregoing recitals are incorporated herein by reference.

2. Defined Terms. All terms not otherwise defined in this Amendment shall have the meanings set forth in the Agreement.

3. Amendments/Modifications to Agreement.

A. Section 4.f. Operating Costs is amended to add the following new subsection viii:

“viii. For 2024 events, all services provided by City’s Police Department for each Special Event (day-of) shall be charged to Licensee. City will provide an invoice summarizing the Police services (“**Invoice**”) to Licensee, which Invoice shall be paid in full to City within thirty (30) days of receipt of the Invoice. If the Invoice is not paid when due, such amount shall thereafter bear interest at the rate of Ten Percent (10%) annually until paid in full, and such failure shall constitute a default under this Agreement without further notice or demand. For 2025 events, Licensee will not be charged for City staff services during the event days, including for the Police Department.”

4. Continuing Effect of Agreement. Except as amended by this Amendment, all provisions of the Agreement shall remain in full force and effect. From and after the Effective Date

of this Amendment, all references to the term “Agreement” shall mean the Agreement as amended by this Amendment.

5. Miscellaneous.

5.1 Affirmation. The Parties ratify and reaffirm each and every one of the respective rights and obligations arising under the Agreement.

5.2 No Other Modifications. Each Party represents and warrants to the other that (i) there have been no written or oral modifications to the Agreement, and (ii) the Agreement as amended hereby is currently in effect, valid, and binding obligations of the Parties.

5.3 Representations. Each Party (“Representing Party”) represents and warrants to the other Party (“Other Party”) that, as of the Effective Date, the Other Party is not in default of any material term of the Agreement and that there have been no events that, with the passing of time or the giving of notice, or both, would constitute a material default under the Agreement.

6. Adequate Consideration. The Parties stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this Amendment.

7. Authority. The persons executing this Amendment on behalf of Licensee represent and warrant to City that (i) Licensee is duly organized and existing under the laws of the State of California, (ii) they are duly authorized to execute and deliver this Amendment on behalf of Licensee, (iii) by so executing this Amendment, Licensee is formally bound to the provisions of this Amendment, and (iv) entering into this Amendment does not violate any provision of any other agreement to which Licensee is bound.

8. Interpretation. This Amendment shall be construed according to its fair meaning as if prepared by both Parties to this Agreement. Headings used in this Amendment are provided for convenience only and shall not be used to construe meaning or intent.

9. Counterparts. This Amendment may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original. All such counterparts shall together constitute but one and the same Amendment.

10. Electronic Execution. This Amendment may be executed electronically provided same complies with UETA and ESIGN using qualified third party providers such as AdobeSign or DocuSign.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the dates specified below.

LICENSEE:

NEWMAN HOSPITALITY GROUP, LLC,
a California limited liability company

By: _____
Ken Newman, Managing Member & CEO

By: _____
Brandie Newman,
Its: _____

CITY:

CITY OF MURRIETA, a municipal
corporation

By: _____
Justin Clifton, City Manager

ATTEST:

Cristal M. McDonald, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

By: _____
Tiffany Israel, City Attorney