

**FIRST AMENDMENT TO AMENDED AND RESTATED 2024 MEMORANDUM OF
UNDERSTANDING
BETWEEN THE CITY OF MURRIETA AND MURRIETA MARKET NIGHTS, INC.
REGARDING THE IMPLEMENTATION OF MURRIETA MARKET NIGHTS**

This First Amendment to the Amended and Restated 2024 Memorandum of Understanding (“Amendment”), made this ___ day of _____, 2026 by and between the CITY OF MURRIETA, a municipal corporation (“City”), and MURRIETA MARKET NIGHTS, INC., a California Non-Profit corporation (“Company”). The City and Company are collectively referred to here as the “Parties.”

RECITALS

A. On November 19th, 2024, the City and Company entered into an Amended and Restated Memorandum of Understanding (“Agreement”) for use of public property to host Murrieta Market Nights.

B. The City owns and operates public right-of-way along Washington Avenue, between B and C Streets and Juniper Street between Plum and 1st Streets (“Site”), where the Company has been permitted to operate a recurring street market event (“Event”).

C. Due to the continued success of Market Nights and strong public and vendor demand, the Parties desire to expand the Event footprint by an additional 150-feet along Washington Avenue to improve pedestrian circulation, enhance public safety spacing, and accommodate additional vendor capacity.

D. Community outreach conducted by the City and Company, including an open house held on March 23, 2026, and supporting survey responses, demonstrated broad public support for the proposed expansion.

E. The City also seeks to ensure that existing downtown brick-and-mortar businesses located within the Event footprint have a meaningful opportunity to participate in Market Nights by establishing a right of first refusal for vendor spaces adjacent to their business frontage.

AMENDMENT

NOW, THEREFORE, the Parties hereby agree to amend the Agreement as follows:

1. Recital A and Exhibit A of the Agreement is amended as set forth below. After the effective date of this Amendment, all references to Exhibit “A” shall mean and refer to Exhibit “A-1”:

“City owns and operates public right-of-way along Washington Avenue, between B and C Streets and Juniper Street between Plum and 1st Streets, and extending south on Washington Avenue to approximately the mid-block between C Street and Ivy Street (“Site”) which is depicted on Exhibit "A-1", attached hereto.”

2. Section II, Term, is revised to add a new second paragraph to read as follows:

“Effective as of the date of this Amendment, the Parties agree to extend the Term of this Agreement, unless earlier terminated in accordance with this Agreement, for an extension term from November 11, 2026, for a period of 24 months, ending November 10, 2028 (“Extension Term”). Thereafter the Parties may agree to further extend the Term for up to two one-year extensions, each at the City’s option. The implementation of any such further extension requires a written agreement signed by both parties. The City Manager is authorized to execute said extensions.”

3. A new subsection (C) is hereby added to Section III (Use) of the Agreement to read as follows:

“C. Downtown Business Priority Placement.

1. Brick-and-Mortar Business Not Disturbed. Company shall ensure that storefront access to each brick-and-mortar business located adjacent to the Site frontage area remains clear and unimpeded by the Event at all times while businesses are open during a scheduled Event.
2. Right of First Refusal. Each brick-and-mortar business located within the Site frontage area shall have a right of first refusal for the Market Night vendor space immediately adjacent to its business frontage for the purpose of displaying or selling its own goods and services during each Event. This Event space may only be used by the adjacent business to sell its own goods and services, the adjacent business may not sublease or otherwise allow third parties to use the vendor space or such business shall forfeit its ability to have this vendor space at future Events. The Company shall establish and implement a written administrative procedure governing this process subject to the City’s satisfaction within 45 days of the approval of this First Amendment. Within 30 days of the City’s written request, the Company shall modify its administrative procedures as needed subject to the City’s review and approval, and implement the updated procedures with 45 days of the City’s approval.
3. Notification and Response. The Company’s Coordinator shall notify eligible businesses at least five (5) business days prior to finalizing vendor placement assignments. Eligible businesses must confirm their intent to occupy the space by written notice (email is acceptable) within three (3) business days of receiving the notice.
4. Unclaimed Spaces. If a business declines or fails to respond within the notice period, the space may be offered to another vendor per the Company’s standard application and placement process.

5. Operations. Businesses exercising this right must comply with all applicable Market Night rules and regulations, including setup and breakdown times, safety standards, and applicable fees.
 6. City Oversight. The City reserves the rights to (a) modify or relocate vendor placements if necessary for public safety, pedestrian flow, or operational efficiency (b) review Company's requirements and documentation allowing participation in this brick-and-mortar program to ensure consistency with the goals and intent of this Agreement."
4. All other conditions of the Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date and year first-above written.

CITY OF MURRIETA

By: _____
Justin Clifton, City Manager

ATTEST:

By: _____
Cristal McDonald, City Clerk

APPROVED AS TO FORM

ALESHIRE & WYNDER, LLP

By: _____
Tiffany Israel, City Attorney

COMPANY: Murrieta Market
Nights, Inc.

By: _____ By: _____ By: _____

Name: Casey Jurado Name: Connie McConnell Name: Pamela Hosey

Title: Chief Executive Officer Title: Chief Financial Officer Title: Secretary

Date: _____ Date: _____ Date: _____

EXHIBIT "A-1"
STREET CLOSURE EXHIBIT

