

**FIRST AMENDMENT TO QUARRY PARK AMPITHEATER MANAGEMENT  
AND OPERATING AGREEMENT**

This First Amendment to the Quarry Park Amphitheater Management and Operating Agreement ("Agreement") is made at Rocklin, California as of August 25,, 2020, by and between the City of Rocklin ("CITY") and ST PRODUCTIONS LLC, who agree as follows.

WHEREAS, the CITY and ST PRODUCTIONS LLC entered into an Agreement for the management and operation of the Quarry Park Amphitheater on December 10, 2019; and

WHEREAS, due to unforeseen circumstances, namely the coronavirus outbreak and resultant orders from public health authorities prohibiting and/or restricting gatherings in calendar year 2020, the CITY and ST PRODUCTIONS LLC seek to amend the Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants hereinafter contained, the CITY and ST PRODUCTIONS LLC hereto agree as follows:

**I. The Term of the Agreement at Section 3, is amended as follows:**

"TERM. Unless earlier terminated as expressly provided herein, the term of this Agreement shall be from the date of execution up to and including December 31, 2023.

**II. The Agreement at Section 9 entitled "AMPHITHEATER OPERATING FINANCIALS, is hereby amended as follows:**

**A. Section 9.1 "ST PRODUCTIONS," subsection "a" is hereby amended as follows:**

"(a) Operations Costs & Revenues"

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"ii. ST PRODUCTIONS shall be responsible for acquiring and managing all sponsorships. During the First Operating Season, ST Productions shall retain 100 percent of all sponsorship gross revenue. After the First Operating Season, ST PRODUCTIONS shall retain 80 percent of all gross revenue, excluding in-kind services or donations from sponsorships. All sponsorship agreements shall terminate upon termination of this Agreement"

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*First Amendment to Quarry Park Amphitheater Management and Operating Agreement*

**B. Subsection 9.2 "CITY," subsection "b" is hereby amended as follows:**

"(b) Artist Contract Deposit Advance

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(ii) ST PRODUCTIONS shall reimburse CITY for each Artist Contract Deposit within thirty (30) days after the completion or cancellation of each corresponding Event, or upon termination of this Agreement if CITY terminates this Agreement due to ST PRODUCTION's default. Artist Contract Deposits CITY advances to ST PRODUCTIONS during calendar year 2020 for events rescheduled to the First Operating Season may be reimbursed during the First Operating Season.

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(iv) CITY shall make the Artist Contract Deposit Advance available to ST PRODUCTIONS until December 31, 2021. CITY may choose to maintain the availability of the Artist Contract Deposit Advance into future Operating Seasons at CITY's sole discretion.

**III. Exhibit "A" Definitions, is modified as follows:**

"First Operating Season" is defined as January 1, 2021 through December 31, 2021.

**IV. Exhibit "F" is replaced in its entirety with the revised Exhibit F, attached.**

Except as set forth herein, all remaining terms in the Quarry Park Amphitheater Management and Operating Agreement remain in full force and effect. In the event of a conflict between the terms of the Agreement and this Amendment, the terms of this Amendment control.

**IN WITNESS WHEREOF**, the parties have executed this First Amendment to the Agreement the day and year first above written.

*First Amendment to Quarry Park Amphitheater Management and Operating Agreement*

**ST PRODUCTIONS LLC:**

ST PRODUCTIONS LLC, a California  
limited liability company

By: 

Name: Todd Spodman

Title: President

Date: 3/9/21

**CITY:**

City of Rocklin

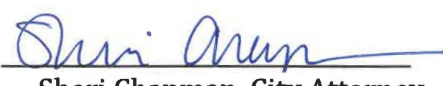
By: 

Name: Amy Zimmerman

Title: City Manager

Date: 03/16/2021

**APPROVED AS TO FORM:**

By: 

Sheri Chapman, City Attorney

**ATTEST:**

By: 

Hope Ithurburn, City Clerk

**EXHIBIT F**

**EQUIPMENT LIST**

- (1) Portable tables
- (2) Chairs for Venue seating
- (3) Folding chairs
- (4) EZ-Ups
- (5) Ice chests
- (6) Portable communication radios
- (7) Gator
- (8) Stage Lift Equipment
- (9) Conex Storage Container (located behind stage)