

### **THIRD AMENDMENT TO FESTIVAL AGREEMENT**

THIS THIRD AMENDMENT TO FESTIVAL AGREEMENT is entered into this \_\_\_\_ day of August, 2010 by and between the City of Royal Oak ("City"), a Michigan Municipal Corporation; the City of Royal Oak Downtown Development Authority ("DDA"), a public body corporate created pursuant to Act 197 of 1975, as amended, both with offices located at 211 Williams St., Royal Oak, MI 48068; and Arts, Beats and Eats, Inc., ("ABE"), a Michigan corporation with offices located at 17 Water St., Pontiac, Michigan 48342.

#### WITNESSETH

WHEREAS, ABE owns, produces and operates an arts and entertainment festival called Arts, Beats & Eats; and

WHEREAS, in December of 2009, the City, the DDA and ABE entered into a Festival Agreement to allow ABE to produce and operate an arts and entertainment festival in downtown Royal Oak during the Labor Day weekend, as amended by a First Amendment to Festival Agreement more clearly defining the footprint for the festival; and a Second Amendment to Festival Agreement eliminating a specific prohibition of firearms on the festival premises; and

WHEREAS, Section 4(h) of the original Agreement provided that the City/DDA may charge no more than \$10.00 per motor vehicle for parking during the Festival; and

WHEREAS, ABE, the City Manager, and our parking contractor are recommending we charge higher rates for downtown parking than for remote (shuttle) parking; and

WHEREAS, the City, the DDA and ABE have agreed to amend Section 4(h)) to increase the maximum parking fee to \$15.00;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained in the original Festival Agreement, as amended by the First Amendment to Festival Agreement and the Second Amendment to the Festival Agreement, the City, the DDA and ABE agree as follows:

1. Section 4(h) of the Festival Agreement, as amended by the First Amendment to Festival Agreement and the Second Amendment to the Festival Agreement, shall be amended to read as follows:
  - h. Provide parking for the Festival. The City/DDA may charge no more than \$15.00 per motor vehicle during the Festival. Any increases in parking must be approved by ABE and the City/DDA. All parking revenue from City owned lots charged during the operating hours of the Festival will be applied toward

City related expenses for the Festival, which include, without limitation, Police and law enforcement coverage, EMS coverage, DPS service, staff for parking garages, and to repay the DDA for its sponsorship contribution.

Once such reimbursements are made, the City agrees to give ABE 20% of net parking revenue.

2. All other terms and conditions of the Festival Agreement, as amended by the First Amendment to Festival Agreement and the Second Amendment to Festival Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Festival Agreement as of the day and year first above written.

CITY OF ROYAL OAK

ARTS, BEATS & EATS, INC.

By: \_\_\_\_\_  
James B. Ellison, Mayor

By: \_\_\_\_\_  
Jonathan Witz  
Its: President

By: \_\_\_\_\_  
Melanie Halas, City Clerk

ROYAL OAK DOWNTOWN DEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
Timothy E. Thwing  
Its: Executive Director