

ADDENDUM NUMBER 3  
TO  
THE MANAGEMENT AGREEMENT

This Addendum ("Addendum 3") to the Management Agreement ("Agreement") is made and entered into effective September 1, 2017, by and between the **CITY** of Racine, a municipal corporation organized under the laws of Wisconsin, with offices at 730 Washington Avenue, Racine, Wisconsin 534041 (hereinafter "**CITY**"), and VenuWorks of Racine, LLC, an Iowa limited liability corporation, with offices at 4611 Mortensen Road, Suite 111, Ames, Iowa, 50014 (hereinafter "**VENUWORKS**").

WHEREAS, **CITY** is the Owner of the **Racine Civic Centre**, which consists of Festival Hall and adjoining Festival Park (a multipurpose hall and open grounds area), and Memorial Hall (an auditorium and meeting room facilities), (hereinafter referred to as the "Facility"); and

WHEREAS, **VENUWORKS** is in the business of providing management and operation and marketing services to similar facilities and contractual obligations and possesses the knowledge and expertise to manage, operate, and market the Facility and its pre-existing obligations; and

WHEREAS, **CITY** has previously selected **VENUWORKS** to provide said management, operation and marketing services, and entered into the Management Agreement, dated July 31, 2011, and extended by subsequent addendums to that agreement, "Addendum 1", effective January 1, 2016, and "Addendum 2", effective January 1, 2017; and

WHEREAS, **CITY** and **VENUWORKS** desire to continue such engagement under the terms and conditions set forth in Section 2.3 of the Agreement.

NOW, THEREFORE, in consideration of the premises and mutual promises contained herein and other consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 2.1, of Article 2 of the Agreement shall be deleted in its entirety, and the following language substituted in its place:

2.1 This agreement shall be renewed for an additional term of eighteen (18) months, commencing on January 1, 2018, (the "Commencement Date") and expiring on June 30, 2019, unless terminated earlier as set forth herein.

The following language shall be added to Article 3, Section 3.3 (Manager's Responsibilities):

On behalf of **CITY**, **VENUWORKS** will provide the following services during the pre-opening phase of the proposed, new Racine multi-purpose Event Center: 1.) The sales and marketing support necessary to secure an exterior building "Naming Rights Sponsor" for the Event Center; and, 2.) The negotiation and support services necessary to secure and memorialize the deal points for the USHL Minor League Hockey franchise lease as anchor tenant to the Event center; 1.) and 2.) to be consistent with the optimal financing model and enumerated milestone achievement list as approved by Resolution of the Common Council of the **CITY**. Should **VENUWORKS** contract be terminated prior to June 30, 2019 or the grand opening of the new venue, whichever is sooner, these rights and responsibilities would end coterminous with the management agreement. **CITY** agrees to reimburse **VENUWORKS** for all reasonable out-of-pocket support and travel costs related to providing these services. If **VENUWORKS** is not selected to manage the new Event Center and its existing management agreement is not extended past June 30, 2019, then **CITY** will pay to **VENUWORKS** a one-time retroactive payment of twenty-five thousand (\$25,000) for the services rendered in fulfillment of #1). and 2.) herein.

IN WITNESS WHEREOF, the parties hereto have caused this Addendum to the Agreement to be executed on the day and year shown here.

CITY OF RACINE

By: \_\_\_\_\_  
Dennis Wiser, Mayor Date

ATTEST:

By: \_\_\_\_\_  
Janice Johnson-Martin, City Clerk Date

Provisions have been made to pay the liability that will accrue hereunder.

By: \_\_\_\_\_  
David Brown, Finance Director Date

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Scott R. Letteney, City Attorney Date