

**ADDENDUM  
to the  
AGREEMENT FOR CONCESSIONS at SPARKS MARINA PARK**

**WHEREAS**, on April 7<sup>th</sup>, 2020, City of Sparks (City) and Goodwin-Huett Enterprises, Inc., doing business as Goodi's Fresh Squeezed Lemonade (Contractor), entered into an Agreement for Concessions at Sparks Marina Park (Agreement);

**WHEREAS**, the Agreement was reached between City and Contractor for the provision of a food concession business at Sparks Marina Park (Park); and

**WHEREAS**, Contractor has successfully operated the food concession business known as Goodi's Fresh Squeezed Lemonade at the Park and timely paid its rent obligations to City under prior agreements since at least 2012; and

**WHEREAS**, COVID-19 is a respiratory disease that can result in serious illness or death and is caused by the SARS-CoV-2 virus, which is a new strain of coronavirus that had not been previously identified in humans and can easily spread from person to person; and

**WHEREAS**, on March 12, 2020, the Governor of the State of Nevada declared an emergency due to the impacts and risks of person-to-person transmission of COVID-19 in order to coordinate state and local resources to save lives, protect property, and protect the health and safety of persons in the State of Nevada; and

**WHEREAS**, on March 15, 2020, the City of Sparks declared a local state of emergency due to the extreme risk of person-to-person transmission of COVID-19 and the resulting impacts to the health, safety, welfare, and property of inhabitants of and visitors to the City; and

**WHEREAS**, in order to slow the person-to-person transmission of COVID-19, on March 15, 2020, the City of Sparks cancelled all scheduled events at the Park through at least April 30, 2020; and

**WHEREAS**, on March 24, 2020, the Governor of the State of Nevada ordered local governments, including the City, to limit the public's use of recreational facilities such as those available in the Park; and

**WHEREAS**, on May 7, 2020, the Governor of the State of Nevada extended the declaration of emergency and related directives to May 30, 2020, and directed Nevadans not to congregate in groups and to stay in their residences, subject to certain limited exceptions; and

**WHEREAS**, the declaration of emergency and related directives have been repeatedly extended and modified; and

**WHEREAS**, on July 31, 2020, the Governor of the State of Nevada extended the declaration of emergency and related directives indefinitely; and

**WHEREAS**, neither the City nor Contractor knows when the State of Nevada will terminate the emergency or lift all related directives; and

**WHEREAS**, the cancellation of events at the Park has a significant negative financial impact on Contractor's business at the Park; and

**WHEREAS**, Section 2 of the Agreement contemplates the Parties negotiating prorating or cancelling rent payments in the event Contractor is not able to operate due to circumstances beyond Contractor's control; and

**WHEREAS**, it is in the best interests of City, Contractor, and the public that Contractor be able to continue its food concession business at the Park once the state of emergency is terminated and events at the Park may safely resume;

**NOW, THEREFORE**, for and in consideration of the covenants and agreements herein contained and for other valuable consideration, the receipt of which is hereby specifically acknowledged, the Parties agree as follows:

A. Reduction in Rent

Contractor's rent obligations for calendar year 2020 as stated in the Agreement shall be reduced by fifty (50) percent through the term of the Addendum:

\$500.00 – Memorial Day – June 30, 2020

\$900.00 – July 1 – July 30, 2020

\$500.00 – August 1 – Labor Day, 2020

B. Previous Payments

Any payment(s) in excess of those required by Section A above that Contractor has made prior to the effective date of this Addendum shall be applied as a credit toward Contractor's future rent payment(s). In the event Contractor does not extend the Agreement, Contractor may request a refund of any payment(s) made in excess of those required by Section A. Such request shall be made in writing, and City shall endeavor to process such refund promptly.

C. Term of Addendum

This Addendum shall take effect immediately upon execution by both Parties and shall remain in effect through December 31, 2020. Except as specifically stated in this Addendum, all provisions of the Agreement remain in full force and effect during the term of this Addendum. All provisions of the Agreement shall resume in full force and effect on January 1, 2021.

D. Termination

Either Party may terminate this Addendum for any reason upon thirty (30) days' written notice to the other Party. Termination of this Addendum shall not terminate the Agreement, but termination of the Agreement according to its terms shall have the effect of terminating this Addendum. Any obligation accrued under either the Agreement or this Addendum at

the time of termination or expiration of this Addendum shall survive the termination or expiration, as the case may be.

IN WITNESS WHEREOF, the City of Sparks and Goodwin-Huett Enterprises, Inc., have caused this Addendum to be duly executed by their representatives this 27 day of August 2020.

**CITY OF SPARKS**

**GOODWIN-HUETT ENTERPRISES,  
INC.**

\_\_\_\_\_  
Ed Lawson, Mayor

By:   
Cheryl Goodwin-Huett, President

**Attest:**

\_\_\_\_\_  
Lisa Hunderman, City Clerk

**Approved as to Form:**

 for  
\_\_\_\_\_  
Chester H. Adams, City Attorney