

Attachment A to Amendment #3

5. Yavapai Performance Hall Yavapai College Performing Arts Center (YCPAC)

The College will allow the City to use Hall facilities a minimum of two times a year, at the same use rate as paid by college activities. **Primarily, in support of Civic Engagement Activities within the Greater Prescott Community (e.g. Town Hall) and in support of the College's three main goals of Education, Economic Development, or Social and Cultural Enrichment, the College will waive the rental fees for the YCPAC for up to three days per Fiscal year.**

The City may choose to use these three days directly (e.g. Prescott Idol) or delegate this benefit to third-party non-profit entity(ies). The City and or third-party non-profit entity(ies) will reimburse The College for any direct expenses incurred as a result of these three-day rentals, including but not limited to labor, equipment rentals, etc.

The City shall provide The College with specific event descriptions and scheduling dates by March 31, 2017 for Fiscal Year 2017-18, and subsequently by March 31 of each anniversary year for the forthcoming Fiscal Year.

7. Yavapai College Tennis Courts

The College will continue to be responsible for the courts' maintenance, upkeep, and custodial needs including parking areas, landscaping, and adjacent areas that are within the College's property boundary. The City will continue to be responsible for maintenance, upkeep and custodial needs for its property that abuts and is adjacent to the College property in the area of the tennis courts, e.g., Bill Vallely fields, restrooms, parking lots, etc.).

The College will pay for all related utilities for the Tennis courts.

The College will schedule use of the Tennis Courts, with College programs taking priority, and allowing frequent, daily use of the Court(s) by the citizens of Prescott and the general public for tennis related activities appropriate for such a facility. Such public use may require the assessment of nominal use fees to use the courts consistent with other College recreational facilities.

In the event of safety concerns such as inclement weather, maintenance or other issues, the College reserves the right to close the tennis courts until conditions improve adequately to reopen them as determined by the College.

8. Termination of agreement

This agreement is subject to termination upon mutual agreement of both Parties upon 180 days written notice. In the event that termination occurs during the middle of a season, the current season if any will allowed to be completed.

9. Renewal of Agreement

This agreement is renewable for one (1) additional five (5) year term if agreed upon in writing by both Parties. The College shall provide a written notice of its intention to renew ninety (90) days prior to the termination of the effective term. *The renewal would extend the agreement from May 24, 2021 through May 23, 2026.*

10. Miscellaneous provisions

- a. The uses granted herein shall apply only to the Parties herein, and are not assignable.

- b. The College shall accept the properties referred to in this agreement in their existing condition. No representations, statements or warranties, express or implied, have been made by or on behalf of Prescott as to the condition thereof. In no event shall Prescott be liable for any defect in such property or for any limitation on its use.