

**FIRST AMENDMENT  
TO DIGITAL MARQUEE PLACEMENT LICENSE AGREEMENT  
(Park & Ride and Bullard Wash Sites)**

This First Amendment (“Amendment”) to that certain Digital Marquee Placement License Agreement (Park & Ride and Bullard Wash Sites) (collectively with all other amendments and/or addenda thereto, the “Agreement”), is entered into and effective as of date signed below by and between THE CITY OF GOODYEAR, an Arizona municipal corporation (“City”) and CLEAR CHANNEL OUTDOOR, LLC, a Delaware limited liability company and successor-in-interest to CLEAR CHANNEL OUTDOOR, INC., a Delaware corporation (“CCO”).

**RECITALS**

WHEREAS, CCO and City desire to enter into this Amendment to amend and modify certain terms of the Agreement; and

WHEREAS, pursuant to the Agreement, CCO owns and operates two (2) double-faced digital marquees on City-owned property (the “Digital Marquees”) and CCO pays City monthly rent on the Digital Marquees pursuant to the Agreement; and

WHEREAS, CCO is entitled to reduce such monthly rent in accordance with Section 13D and Section 28 of the Agreement; and

WHEREAS, the Parties have agreed to reduce such monthly rental payment as a result of the unforeseen economic circumstances due to the COVID-19 pandemic,

WHEREAS pursuant to Section 4.D of the Agreement, CCO has agreed to provide advertising space on the Digital Marquees as provided for in the Agreement;

WHEREAS, the Parties desire to clarify the provisions of Section 4.D of the Agreement with respect to the provision of advertising space to the City; and

WHEREAS, the Parties desire to enter into this Amendment to amend and modify certain terms of the Agreement as described herein.

NOW, THEREFORE, for \$10.00 and other good and valuable consideration, the receipt and adequacy of which are hereby expressly acknowledged and agreed, the parties do hereby agree as follows:

**AGREEMENT**

1. The foregoing Recitals are hereby incorporated herein and made a part hereof by reference.
2. Except as otherwise defined herein, capitalized terms used in this Amendment shall have the meanings assigned to such terms in the Agreement.
3. Notwithstanding anything to the contrary contained in the Agreement, rent for the three month period commencing on May 1, 2020 and ending on July 31, 2020 shall be reduced by fifty percent (50%) (i) from Eight Thousand Two Hundred and Sixty Dollars (\$8,260.00) to Four Thousand One Hundred and Thirty Dollars (\$4,130.00) per month for the Park & Ride License

Area, and (ii) from Eight Thousand Eight Hundred and Eighty-Five Dollars (\$8,885.00) to Four Thousand Four Hundred and Forty-Two Dollars and 50/100 (\$4,442.50) for the Bullard Wash License Area. At the end of such period, rent shall continue as provided for in the Agreement as of such date. Other than the foregoing and as expressly provided herein, no other changes are intended or made to any paragraph or section of the Agreement governing rent payable or rental amount by this Amendment.

4. Section 4.D (1) of the Agreement is hereby deleted in its entirety and replaced with the following:

“Accept and coordinate with the City the placement of City-sponsored event announcements and non-commercial public service announcements to promote the civic interests of the City (“City Advertising”) with no charge for advertising space, during the term of this Agreement. The blocks of time are subject to the following conditions and parameters:

- (i) City Advertising, including time and dates of such advertising, amounting to the equivalent of one (1) – 8 second spot in every 8-spot rotation for a period of twenty-eight (28) days (from sunrise to 11p.m.) per month in the aggregate on the Digital Marquees subject to this Agreement. A minimum of fourteen (14) days of City Advertising will be guaranteed on the Digital Marquees, provided that City Advertising on each face of a Digital Marquee shall count as a separate day of advertising, i.e. one (1)-8 second spot in every 8-spot rotation on two faces of the Digital Marquees for one day will count as two (2) days of City Advertising. If the additional fourteen (14) days of City Advertising cannot be provided on the Digital Marquees in the event such displays are sold out to advertisers, such City Advertising time will be provided on other Licensee digital displays with interstate coverage across Maricopa County. Such City Advertising space shall be at no additional cost to the City or for any reduction in rent.
- (ii) It is expressly understood and agreed that City Advertising may not include any names, logos or marks associated with any third party non-governmental person or entity or any products or any services associated with any third party non-governmental person or entity, and that City Advertising shall be used only for public service advertising and shall not be bartered, traded or sold to any third party; provided that, notwithstanding the foregoing, City shall be permitted to advertise its baseball park and spring training facilities and events.
- (iii) Any unused space will be forfeited and shall not roll over.
- (iv) The City shall and hereby does agree to indemnify, defend and hold harmless Licensee for, from and against, any claims, costs (including, but not limited to, court costs and reasonable attorneys’ fees), losses, actions or liabilities arising from or in connection with any third party allegation that

any portion of any City Advertising infringes or violates the rights, including, but not limited to, copyright, trademark, trade secret or any similar right, of any third party. This indemnity shall not include Licensee's lost profits or consequential damages or any similar right, of any third party.

. The parties hereby ratify the Agreement and except as amended or modified hereby, all other terms of the Agreement shall remain unaltered and in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused this Amendment to be signed by their duly authorized officers as of the date first written above.

**CITY:**  
**CITY OF GOODYEAR**  
\_\_\_\_\_

**CCO:**  
**CLEAR CHANNEL OUTDOOR, LLC**

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

\_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**ATTESTED TO:**

\_\_\_\_\_  
**City Clerk**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**City Attorney**