

**FIRST AMENDMENT TO
SERVICE AGREEMENT**

The Service Agreement by and between the Truckee Tahoe Airport District, (“TTAD”), a California Airport District and the Truckee Tahoe Airshow Committee, an unincorporated association, which is comprised of the EAA Chapter 1073 a 501(c)(3), Inc., a California non-profit corporation, the Sierra Nevada Children’s Museum, dba KidZone Museum, a 501(c)(3) California non-profit corporation, and the Truckee Optimist Club, a registered 501(c)(4) fundraising organization, (collectively “Airshow Committee”), effective _____, is amended as set forth herein, effective as of the date of the last signature below. Each party is sometimes referred to herein individually as “Party” and collectively as the “Parties.”

RECITALS

A. On _____, TTAD and the Airshow Committee entered into a Service Agreement which sets forth the annual compensation and obligations of the three Airshow Committee members for their assistance in planning, organizing, and implementing the Airshow and Family Festival at the Truckee Tahoe Airport (“Agreement”).

B. The Parties wish to enter into this First Amendment to extend the term of the Agreement to the end of 2023. The Parties also wish to clarify each Party’s obligations should a Airshow and Family Festival be cancelled, modified, or altered.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement including this First Amendment, the Parties agree as follows:

1. Amendment. Section 6 of the Agreement is hereby amended in its entirety as follows.
 - a. The following language shall be deleted: “This Agreement shall be for a period of 5 years, covering the Airshow and Family Festival for the years of 2017, 2018, 2019, 2020 and 2021. If TTAD determines, in its sole and absolute discretion, to not fund an Airshow and Family Festival for the years after 2017, or to reduce the amount of their monetary commitment under section 5, they shall notify each individual committee member, in writing, by February 1st of each year. In such event, no party has any further obligation for that cancelled Airshow and Family Festival and this Agreement shall be terminated unless the parties agree otherwise, in writing. Nothing prevents the parties from extending the terms and provisions of this Agreement for future airshows, if agreed to in writing by all parties.”
 - b. This language shall be replaced with the following: “This Agreement shall be for a period of 7 years, covering the Airshow and Family Festival for the years of 2017, 2018, 2019, 2020, 2021, 2022, and 2023. TTAD may cancel, alter, or modify the schedule and/or scope of the Airshow and Family Festival for any or no reason. If TTAD determines that it will cancel, alter, or modify the schedule

and/or scope of the Airshow and Family Festival, the Parties acknowledge that the TTAD Board of Directors may discuss and determine the appropriate level of, and TTAD may reduce or eliminate, the annual payment under Section 2 to each of the three member organizations of the Airshow Committee. TTAD acknowledges that it will consider the time, commitment, and work effort Airshow Committee put forward prior to decision to cancel Airshow and Family Festival in their determination of an appropriate level of payment (if any). The Parties also acknowledge that TTAD may determine in its sole and absolute discretion, to not fund an Airshow and Family Festival, or to reduce the amount of its monetary commitment under Section 5. TTAD shall generally make such decision as part of its annual budget process. In such events, TTAD will notify each individual Airshow Committee member, in writing, with reasonable notice. No Party has any further obligation for any cancelled Airshow and Family Festival. Nothing prevents the parties from extending the terms and provisions of this Agreement for future airshows, if agreed to in writing by all parties.”

2. Continuing Effect of Agreement. Except as amended by this First Amendment, all other provisions of the Agreement remain in full force and effect and shall govern the actions of the Parties under this First Amendment. From and after the date of this First Amendment, whenever the term “Agreement” appears in the Agreement, it shall mean the Agreement as amended by this First Amendment.
3. Adequate Consideration. The Parties hereto irrevocably stipulate and agree that they have each received adequate and independent consideration for the performance of the obligations they have undertaken pursuant to this First Amendment.
4. Severability. If any portion of this First Amendment is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect
5. Waiver. Failure to enforce any provision of this First Amendment or the waiver in a particular instance shall not be construed as a general waiver of any future breach or default.

SIGNATURES ON FOLLOWING PAGE

SIGNATURE PAGE TO FIRST AMENDMENT TO SERVICE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed and entered into this First Amendment as of the date last written below.

TRUCKEE TAHOE AIRPORT DISTRICT

By: _____
Title: Teresa O’Dette, President of the Board of Directors

Date: _____

TRUCKEE AIRSHOW COMMITTEE

By: _____
Title: _____,
EAA Chapter 1073, Inc.

Date: _____

By: _____
Title: _____,
Sierra Nevada Children’s Museum

Date: _____

By: _____
Title: _____,
Truckee Optimist Club

Date: _____