

**AGREEMENT BETWEEN THE CITY OF SACRAMENTO AND CALIFORNIA
MUSICAL THEATRE COMPANY FOR DISCOUNTED PARKING
AT MEMORIAL GARAGE**

THIS AGREEMENT is entered into on _____, 2008, by and between the CITY OF SACRAMENTO, a charter municipal corporation, ("City") and California Music Theatre, a non-profit organization ("CMT").

RECITALS

Whereas:

- A. California Musical Theatre hosts various theatrical presentations at the Music Circus Theatre located at 1419 H Street, Sacramento, California that bring numerous patrons into the downtown area. CMT has a summer season of performances that generally run from July 1 to August 31. CMT desires to provide its patrons affordable, convenient parking during CMT performances; and
- B. The City and CMT would like to implement a parking program that will provide discount parking at the City's Memorial Garage for patrons of CMT performances. Memorial Garage is located at 14th & H Streets across from the STC;

NOW, THEREFORE, it is mutually agreed as follows:

1. Term

The term of this agreement shall commence upon full execution and expire at the end of the 2010 Music Circus theatrical season.

2. Parking.

City shall make available up to 500 spaces at Memorial Garage for use by CMT patrons during evening and weekend performances and up to 200 spaces for weekday, matinee performances, no earlier than two hours prior to any performance. The parking shall be available for use during the summer of 2008, 2009, and 2010, beginning on the first day of the CMT schedule for each summer and ending on the last day of that summer's CMT schedule.

- a. City shall provide staffing on the day of each performance to collect CMT generated parking passes at each of the facility entrances. CMT patrons will receive an "exit pass" in exchange for the CMT generated parking pass that will allow for fast and efficient exiting of the parking garage at the end of each performance.

3. Sale of Passes.

A. Sale of Passes. CMT will generate a computer stock parking pass for sale to its subscribers at the following season rates. All CMT generated parking passes (“passes”) are valid for parking in Memorial Garage during CMT performances. Each pass shall be valid for parking during one (1) CMT performance at the following rates:

Season of 2008	\$6.00 per pass
Season of 2009	\$6.00 per pass
Season of 2010	\$6.00 per pass

B. Sale of Passes. CMT may offer parking passes to its patrons and volunteers, for parking in the parking facility during the CMT performances. The passes shall be sold to CMT customers at the same rate that CMT purchases such passes from the City.

C. Use of Passes by Non-Patrons. CMT shall sell parking passes to CMT patrons and volunteers only. Use of passes by CMT employees, officials, or persons who are not CMT patrons is not permitted.

D. Estimates of Daily Usage. At least seven (7) days, but no more than fourteen (14) days prior to each CMT performance, CMT shall provide City with an estimate of the number of parking passes sold for that performance.

E. Form of Passes. City shall approve the form and design of all passes issued under this agreement.

F. Payment to City. CMT shall pay City on a monthly basis the cost per pass on the number of actual passes used per month.

4. Termination.

The City Parking Manager may terminate this Agreement for violation of the terms of this Agreement. Termination by the City Parking Manager shall be effective thirty (30) days after written notice of termination is provided to CMT. Failure by the City to terminate this Agreement upon any violation shall not constitute a waiver of the right to terminate this Agreement for the same or any other subsequent breach.

5. Taxes.

CMT shall be responsible for the payment of all taxes that may arise from this Agreement.

6. Notices.

Any and all notices, demands or invoices by or from any party to this Agreement shall be in writing. They shall be served either personally or by mail. If served personally, service shall be conclusively deemed made at the time of service. If served by mail, service of notices or demands all be conclusively deemed made as of the time of deposit in the United States mail, postage paid.

Any notice, demand or invoice may be given to the party at the following address:

City:

City of Sacramento
Parking Services Division
Attn: Parking Services Manager
921 10th Street, 3rd Floor
Sacramento, CA 95814

CMT:

California Musical Theatre
Attn: Richard Lewis
1510 J Street #200
Sacramento, CA 95814

Any party hereto shall change the address for notice by giving written notice to the other party according to this Section.

7. Waiver.

The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained.

8. Binding on Successors.

The covenants and conditions herein contained shall, subject to the provisions as to assignment apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

9. Ambiguities.

The parties have each carefully reviewed this Agreement and have agreed to each term of this Agreement. No ambiguity shall be presumed to be construed against either party.

10. Assignment.

Permittee's rights under the Agreement shall no be transferable or assignable by operation of law or otherwise. Any attempt to transfer or assign, without the need for procedures specified in section 4, cause the immediate termination of this Agreement.

11. Entire Agreement.

This constitutes the entire agreement, and supersedes any prior written or oral agreements, between the parties with respect to the matters contained herein.

The terms contained within this agreement may be amended, modified, and changed in writing and signed by both parties.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

CMT: _____
By: 
Title: PRESIDENT

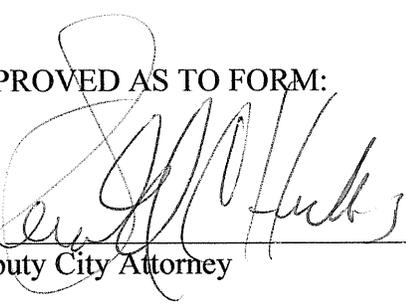
CITY: _____

CITY OF SACRAMENTO,
A Municipal Corporation

By: _____
City Manager

FED TAX ID# 95-1744392

APPROVED AS TO FORM:

By: 
Deputy City Attorney

BOT# _____

ATTEST:

By: _____
City Clerk