

SECOND AMENDMENT

to the

LICENSE AGREEMENT A NIGHT IN OLD SAN ANTONIO (NIOSA)

This Amendment to the License Agreement A Night in Old San Antonio (NIOSA) (“Amendment”) is entered into by and between the CITY OF SAN ANTONIO (“CITY”), acting by and through its City Manager pursuant to Ordinance No. 2022-\_\_\_\_\_, and the SAN ANTONIO CONSERVATION SOCIETY.

**WHEREAS**, the CITY and SAN ANTONIO CONSERVATION SOCIETY entered into the License Agreement A Night in Old San Antonio (NIOSA) (“Agreement”) as authorized by Ordinance No. 2012-04-19-0295, passed and approved by the San Antonio City Council on April 17, 2012; and

**WHEREAS**, due to the COVID-19 pandemic Fiesta 2020 and A Night in Old San Antonio (NIOSA) 2020 were canceled; and

**WHEREAS**, Fiesta 2021 and A Night in Old San Antonio (NIOSA) 2021 are delayed from April to June; and

**WHEREAS**, the CITY and SAN ANTONIO CONSERVATION SOCIETY for A Night in Old San Antonio 2021 agreed to amend the License Agreement for year 2021; and

**WHEREAS**, the CITY and SAN ANTONIO CONSERVATION SOCIETY entered into the First Amendment to the License Agreement A Night in Old San Antonio (NIOSA) (“Agreement”) as authorized by Ordinance No. 2021-06-03-0398, passed and approved by the San Antonio City Council on June 3, 2021 to delay NIOSA till June and no other terms were amended; and

**WHEREAS**, the Agreement original term expires in 2022; and

**WHEREAS**, the City And San Antonio Conservation Society wish to extend the term of the Agreement for an additional three (3) years; and

**WHEREAS**, said Second Amendment to License Agreement is for Year 2023, 2024, and 2025; and

**WHEREAS**, the CITY and SAN ANTONIO CONSERVATION SOCIETY for A Night in Old

San Antonio 2023, 2024, and 2025 agreed to amend the License Agreement for years 2023, 2024, and 2025; and

**WHEREAS**, a copy of the Agreement is attached hereto as Exhibit “A” and incorporated into this Amendment for all purposes; and

**WHEREAS**, said amendment requires the prior approval of CITY; and

**WHEREAS**, amending the LICENSE is in CITY’s and SAN ANTONIO CONSERVATION SOCIETY’s best interest.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained below, CITY and SAN ANTONIO CONSERVATION SOCIETY agree to amend the Agreement for year 2023 as follows:

1. Section 2.1 is amended as follows:

2.1 For years 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, and 2025:

2. Section 2.7 is amended as follows:

2.7.1.1 Days of Setup

April 18, 2023 through April 24, 2023 8:00 a.m. to 11:00 p.m.  
April 16, 2024 through April 22, 2024 8:00 a.m. to 11:00 p.m.  
April 22, 2025 through April 28, 2025 8:00 a.m. to 11:00 p.m.

2.7.1.2 Days of Operations

April 25, 2023 through April 28, 2023 8:00 a.m. to 12:00 midnight  
April 23, 2024 through April 26, 2024 8:00 a.m. to 12:00 midnight  
April 29, 2025 through May 2, 2025 8:00 a.m. to 12:00 midnight

2.7.1.3 Days of Removal (Teardown):

April 29, 2023 through May 3, 2023 8:00 a.m. to 9:00 p.m.  
April 27, 2024 through May 1, 2024 8:00 a.m. to 9:00 p.m.  
May 3, 2025 through May 7, 2025 8:00 a.m. to 9:00 p.m.

3. Section 3 is amended as follows:

3.1.1 For years 2023-2025 to pay the La Villita Historic Preservation Fund the greater of: (i) a minimum annual guarantee; or, (ii) twenty-four percent (24%) of each adult paid admission net of (a) ticket service fees, (b) any and all state or local taxes or assessments as applicable, and (c) extra costs incurred by the construction projects such as rent paid for substitute space in HemisFair Park and extra fencing costs.

3.1.2 For years 2023-2025 the minimum annual guarantee will be \$187,674.00.

The final paragraph of 3.1.2 of the Agreement is not amended and remains in effect.

3.1.3 If activity, including but not limited to construction or a change in schedule, results in a negative impact to the footprint or capacity of NIOSA, CITY, acting through Director of the Center City Development and Operations Department or designee, reserves the right to adjust the minimum annual guarantee with reasonable notice to LICENSEE.

Except as amended hereby, all other provisions of the Agreement are hereby retained in their entirety and remain unchanged.

ACCEPTED and AGREED TO in all things this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF SAN ANTONIO

SAN ANTONIO CONSERVATION SOCIETY

BY: \_\_\_\_\_  
City Manager

BY: Kathy Rhoads  
Name: Kathy Rhoads  
Title: President

ATTEST:  
  
\_\_\_\_\_

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Assistant City Attorney