

## Amendment 1 to Salt Lake County Contract CP23067

### ADDENDUM TO VENUE AGREEMENT

THIS VENUE AGREEMENT AMENDMENT (the "Amendment") is entered into and made effective **7 Aug 2024** (the "Effective Date") by and between MOODSWINGS, LLC whose address is 1691 E Mendocino Street, Altadena, CA 91001 (the "DISTRIBUTOR") and **Salt Lake County on behalf of its Clark Planetarium** whose address is **110 S 400 W Salt Lake City, UT 84101** (the "VENUE").

This Amendment amends only the following terms and conditions from specific sections of the original Agreement, signed by the parties on November 27, 2023, as detailed below.

This amendment is valid through March 31, 2025 and may be renewed by written agreement between the parties.

#### AMENDMENTS

1. USE OF FACILITY. The VENUE agrees to provide its facility named either **Northrop Grumman IMAX** and/or **Hansen Dome** for DISTRIBUTOR's Events at such dates and times as may be scheduled by the parties and set forth in Exhibit "A" on the general terms and conditions set forth in Exhibit "C".

2. CAPACITY. Full capacity of VENUE is as follows: for the Northrop Grumman IMAX, **288 sellable seats and 4 wheelchair spots** and for the Hansen Dome **178 sellable seats and 4 wheelchair spots**, which is not to be exceeded, unless agreed otherwise, and which may be limited from time to time to Reduced Capacity.

3. COMPENSATION. On a monthly basis, DISTRIBUTOR will pay VENUE the total amount credited to VENUE with respect to its accumulated Associate Venue fee as set forth in more details below. Payment will be made by DISTRIBUTOR to VENUE within fifteen (15) days of receipt of invoice from VENUE for the month preceding.

(a) Per Seat Rental Fee. For each seat sold per scheduled block of time, COMPANY shall pay VENUE the following. For the **Northrop Grumman IMAX \$5.00** per seat sold up to Full Capacity or Reduced Capacity as the case may be. For the **Hansen Dome \$6.00** per seat sold up to Full Capacity or Reduced Capacity as the case may be.

(b) Minimum Guarantee. For each scheduled block of time, should VENUE's total amount of revenue for seats sold fall below the amount of the Minimum Guarantee of **\$1,250 for the Northrop Grumman IMAX or \$858 for the Hansen Dome** DISTRIBUTOR shall credit VENUE the Minimum Guarantee, provided the VENUE is operating at full seating capacity. The Minimum Guarantee is intended to cover VENUE'S staff and electricity costs for the times set out in Exhibit A.

All other Terms and Conditions in the original Agreement remain unchanged.

IN WITNESS WHEREOF, the parties execute this Agreement as of the day first written above.

**MOODSWINGS LLC, DBA MESMERICA**

Signature:

Dated:

Name/Title: Michael Daut, Vice-President, Venue Engagement

**VENUE**

Signature:

Dated:

Name/Title: County Mayor or Designee

Reviewed and Advised as  
to Form and Legality

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Craig Wangsgard  
Senior Deputy District Attorney