

**AMENDMENT TO CONTRACT
FOR
BASEBALL AND SOFTBALL SCOREBOARDS**

This Amendment ("Amendment") to that certain Agreement by and between the Village of Johnsburg (the "Customer") and Nevco Sports Marketing ("NSM") dated June 15, 2021 (the "Agreement") is entered into this _____ day of October, 2021.

For good and valuable consideration, the parties agree as follows:

1. The following language is added to the first para. 1 of the Agreement:

The Sponsor Static Ad Cabinets consist of three spaces for panels, on each of the two scoreboards, each space being 60" x 24" in size in accordance with Exhibit A hereto.

2. The reference in the first para. 4 of the Agreement to "all equipment" is amended to read "each of the six 60" x 24" spaces.

3. The reference in the first para. 5 of the Agreement to "Baseball and Softball fields" is hereby modified to "the two "Baseball and Softball scoreboards".

4. The following language is added to the second para. 4 of the Agreement:

However, notwithstanding any other provision or term in the Agreement or contained herein, no sponsor contract shall extend beyond the 5-year term of this Agreement without the prior approval by the customer. Any contract(s) entered into beyond the 5-year term upon the mutual agreement of NSM and the Customer shall be contingent upon NSM remitting 50% of all revenues from the sponsor(s) to the Village.

5. NSM shall provide the Village with the manufacturer's warranty for the two scoreboards and hereby assigns such warranty to the Village.

6. The following text is added to the last sentence of the Agreement:

... if the parties mutually agree to a five-year extension of this Agreement.

7. In the event there is any inconsistency or conflict between the terms and provisions of this Amendment and the terms and conditions of the Agreement, as written as of June 15, 2021, the terms and conditions of this Amendment shall control, govern and prevail.

NEVCO SPORTS MARKETING

By:_____

Print Name:_____

**CUSTOMER:
THE VILLAGE OF JOHNSBURG**

By:_____

**Edwin Hettermann
Village President**