

FIRST AMENDMENT TO CONSIGNMENT AGREEMENT

This First Amendment to Consignment Agreement (this "First Amendment"), dated as of September ____, 2013, is made by and between the McKinney Convention and Visitor's Bureau, Inc., a Texas non-profit corporation (hereinafter "MCVB"), and Windy Gallagher dba Made in McKinney (hereinafter "MiM"), an individual, hereafter collectively referred to as the "Parties."

RECITALS

WHEREAS, MCVB and MiM entered into that certain Consignment Agreement, effective date of May 1, 2013, by and between MCVB and MiM (the "Consignment Agreement"), to allow MiM to sell retail goods within the MCVB headquarters and corporate offices (the "Storefront Office") at 200 West Virginia Street in McKinney, Texas; and

WHEREAS, the Parties desire to amend the Consignment Agreement, to renew and extend the Initial Term for one additional, one-year term, from November 1, 2013 until October 31, 2014, and to make other non-substantive changes.

NOW, THEREFORE, in connection with the foregoing, and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The Consignment Agreement entered into by and between MCVB and MiM, effective date of May 1, 2013, is hereby amended to renew and extend the Initial Term for one additional, one-year term, from November 1, 2013 until October 31, 2014, in accordance with Section 2.03 of the Consignment Agreement.

2. Section 2.04.A.4 of the Consignment Agreement is amended to read as follows:

2.04 **Marketing, Pricing, Display of Retail Products within the Consignment Area**

A. **General**

4. MiM shall have full use of the Consignment Area during normal business hours of the Storefront Office, as follows:

Monday – Friday 8:00 a.m to 5:00 p.m

Saturday 12:00 Noon to 5:00 p.m.

3. Section 2.14 of the Consignment Agreement is amended to read as follows:

2.14. **Insurance Requirements**

MiM shall, at its own expense, procure, pay for and maintain the following insurance written by companies approved by the state of Texas and acceptable to the MCVB. Within ten (10) calendar days following award of this Agreement, the MiM shall furnish to the Executive Director certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, deductibles, expiration dates and compliance with all applicable required provisions. Certificates shall reference the Consignment Agreement and be addressed as follows:

MCVB
c/o Dee-dee Guerra, Executive Director
200 West Virginia Street, McKinney, TX 75069
Or email to: dguerra@visitmckinney.com

Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$500,000 per occurrence, \$500,000 Products/Completed Operations Aggregate and \$500,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per-location basis.

Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$500,000 per occurrence.

With reference to the foregoing required insurance, the MiM shall have applicable insurance policies endorsed as follows:

The MCVB, its officials, employees, officers, agents and volunteers shall be named as additional insureds on the Commercial General Liability policy by using endorsement CG2026 or broader. All insurance policies shall be endorsed to the effect that the MCVB will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies. However, ten (10) days' advance written notice of cancellation is permitted for non-payment of premium. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

4. Section 3.07 of the Consignment Agreement is amended to read as follows:

3.07 **Notices**

Any notice, demand, request, consent, or approval, that either party may or is required to give the other, shall be in writing and shall be either personally delivered, sent by certified mail, return receipt requested, or sent by prepaid first class mail, addressed as follows:

To MiM: Windy Gallagher
1010 Lakewood Drive
McKinney, Texas 75070
Telephone: 214-202-8158

To MCVB: MCVB
200 West Virginia Street
McKinney, Texas 75069
Attention: Executive Director

With copy to: Mark S. Houser
MCVB Attorney
740 E. Campbell Road, Suite 800
Richardson, Texas 75081

5. All capitalized terms herein not defined shall have the same meaning as in the Consignment Agreement.

6. All other terms and conditions set forth in the Consignment Agreement not changed in this First Amendment are still in full force and effect.

7. This First Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement as of the day and year first above written.

**McKINNEY CONVENTION AND
VISITOR'S BUREAU**
a Texas non-profit corporation

By: _____
DEE-DEE GUERRA,
EXECUTIVE DIRECTOR

Date: _____

**WINDY GALLAGHER, dba MADE IN
MCKINNEY**
an individual

By: _____
WINDY GALLAGHER,
TITLE: _____

Date: _____

APPROVED AS TO FORM:

MARK S. HOUSER
MCVB Attorney