

**2022 AMENDMENT TO GOLF COURSE
FOOD AND BEVERAGE
CONCESSION AGREEMENT**

WHEREAS, the City of Rapid City, a municipal corporation and political subdivision of the State of South Dakota, located at 300 Sixth Street Rapid City, SD 57701 (“City”) and Platinum Restaurant Group, Inc., a South Dakota corporation, of 2201 Mount Rushmore Road, Rapid City, SD 57701 (“Concessionaire”) entered into an agreement on October 4, 2018 entitled Golf Course Food and Beverage Concession Agreement (“Agreement”); and

WHEREAS, the parties desire to amend that Agreement to replace certain sections in the Agreement with new sections; and

WHEREAS, the City entered into an Agreement Regarding Hours for Platinum Restaurant Group, Inc. and Consent for Sale of Certain Food and Beverage (“Hours Agreement”) effective July 13, 2021. That Hours Agreement will no longer be necessary once the amendments contemplated in this 2022 Amendment to Golf Course Food and Beverage Concession Agreement (“2022 Amendment”) are effective. Thus, the parties desire for the Hours Agreement to be terminated by this 2022 Amendment.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

Section 4 entitled Beer License will be replaced with the following new Section 4:

4. **Beer License.** The Concessionaire shall at all times maintain current and valid licenses for the purpose of selling malt beverages and wine at the Meadowbrook Golf Course Concession. The failure to maintain such licenses shall constitute a default of this Agreement and be grounds for termination by the City. The Concessionaire further agrees that the malt beverage and wine licenses will be transferred back to the City or its designee at the end of the lease with no compensation paid by the City to Concessionaire for the license. The Concessionaire agrees that the City may obtain and maintain separate licenses for the purpose of selling malt beverages and wine from an on-course beverage cart or carts.

Section 8 entitled Hours will be replaced with the following new Sections 8a and 8b:

- 8a. **Hours and Attire.** The Concessionaire’s hours of operation shall be posted in a location visible to the public. The Concessionaire shall adequately staff the leased premises during all times that the leased premises are open to the public for business. The Concessionaire

shall require all employees who work directly with the public to wear appropriate uniform or dress in a manner that is complimentary and consistent with the décor of the leased premises, and mandated by law, if applicable.

- 8b. On-Course Beverage Carts.** The Concessionaire and the City agree that, at the sole cost to the City, the City may sell snack-type food items and beverages from an on-course beverage cart or carts. If the City chooses to provide this service, the City will provide the food and beverages for these services.

Section 9 entitled Exclusive Right will be replaced with the following new Section 9:

- 9. Exclusive Right.** Concessionaire shall have the exclusive right regarding all food and beverage concessions at the golf course and no other entity or person shall be allowed to sell or give away any food or beverage without the prior written consent of the Concessionaire with the exception of: a) the City providing the City's on-course food and beverage cart services pursuant to Section 8b; and b) the City selling beverages and snack-type food items from the Starter Shack. This does not prohibit an individual from bringing his own non-alcoholic beverage, food or snacks for his own personal use onto the course. All alcoholic beverages will be prohibited unless furnished by the Concessionaire or the City. The Parks & Recreation Director or his/her designee may, in his/her discretion, prohibit alcoholic beverages outside the Meadowbrook Clubhouse at such times as he/she may determine. If the Concessionaire chooses not to cater an event to be held at the Golf Course, the City or a person/entity associated with the event may hire an outside organization to cater the event or choose to provide the food and/or beverages at its own cost.

FURTHERMORE, all other sections of the original Agreement will remain unchanged. The parties agree that the Hours Agreement is terminated by this 2022 Amendment. This 2022 Amendment is effective once signed by both of the parties.

