

**AMENDMENT NO. 1 TO THE PARKING LICENSE AGREEMENT
WITH CAFFE LUNA ROSA, INC., D/B/A CAFFE LUNA ROSA**

THIS AMENDMENT NO. 1 to the Agreement dated October 2, 2024, is made this ____ day of _____, 2024, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (“**CITY**”) and **CAFFE LUNA ROSA, INC., d/b/a CAFFE LUNA ROSA**, a Florida corporation (“**LICENSEE**”).

W I T N E S S E T H:

WHEREAS, the parties entered into a Parking License Agreement (the “Agreement”) for the non-exclusive use of seven (7) parking spaces located on the south side of East Atlantic Avenue between Salina Avenue and Ocean Boulevard to create a valet parking queue in order to provide valet parking services to the public; and

WHEREAS, the Agreement requires the valet parking queue to be open every day between the hours of 5:00 PM and 2:00 AM; and

WHEREAS, **LICENSEE**’s hours of operation end at 10:00 PM or earlier; and

WHEREAS, the Parties desire to amend the Agreement to modify the required hours of operation for valet parking queue to better align with the **LICENSEE**’s hours of operation.

NOW, THEREFORE, the parties agree as follows:

1. The recitations set forth above are incorporated herein.
2. Paragraph 2, “Valet Parking Queues”, of the Agreement is amended to read as follows:

The **CITY** agrees to allow **LICENSEE** the non-exclusive use of seven (7) parking spaces located on the south side of East Atlantic Avenue between Salina Avenue and Ocean Boulevard to create a valet parking queue in order to provide valet parking services to the public. The valet parking queue must be open every day ~~between the hours of 5:00 PM and 2:00 AM, twelve (12) months a year~~ during the term of this Agreement as follows:

<u>Monday through Friday:</u>	<u>11:00 AM to 10:00 PM</u>
<u>Saturday and Legal Holidays:</u>	<u>10:00 AM to 10:00 PM</u>
<u>Sunday:</u>	<u>9:00 AM to 10:00 PM.</u>

LICENSEE acknowledges that the valet parking queues may be relocated or unavailable for use during certain special events from time

to time (as determined in the **CITY**'s sole discretion), and during these special events, the license may not be valid. The valet queue locations may from time to time be relocated by the **CITY** in its sole discretion after providing thirty (30) days written notice to **LICENSEE**. The **LICENSEE** shall not restrict the use of the valet parking queue to only persons who are using the **LICENSEE** 's business. The valet parking queue must be open to anyone wanting to use the valet parking service offered by **LICENSEE**.

3. This Amendment No. 1 together with the Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. It is the final expression of the agreement between the parties, thus, neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims, or disclaimers, made either prior to or simultaneous with the execution of this Amendment.

4. Except as expressly modified in writing herein or as modified by subsequent written amendments, all other terms and conditions of the Agreement survive this Amendment and are deemed to be incorporated herein and are binding on the parties.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their proper officials on the day and year first above written.

CITY OF DELRAY BEACH, FLORIDA

ATTEST:

Alexis Givings, Interim City Clerk

By: _____
Thomas F. Carney, Jr., Mayor

Approved as to form:

Lynn Gelin, City Attorney

LICENSEE:

(CORPORATE SEAL)

By: _____
Print Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 202__, by _____ (name of person), as _____ (type of authority) for _____ (name of party on behalf of whom instrument was executed).

Personally known ___ OR Produced Identification
Type of Identification Produced _____

Notary Public – State of _____