

**AMENDMENT NO. 1 TO THE LEASE AGREEMENT
BETWEEN THE CITY OF DELRAY BEACH
AND CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, INC.**

THIS AMENDMENT NO. 1 to the “Lease Agreement” between the **CITY OF DELRAY BEACH** (hereinafter referred to as “**Lessor**” or “**City**”) and **CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, INC.** (hereinafter referred to as “**Tenant**” or “**Lessee**”) dated December 8, 2016, is hereby entered into this ____ day of _____, 2018.

WHEREAS, Lessor and Lessee entered into the Lease Agreement, allowing Lessee to use the Premises, more commonly known as the Arts Garage, as a visual and performing arts venue in Delray Beach; and

WHEREAS, Lessee desires to amend its Lease in order to sell alcoholic beverages during events hosted at the Premises, thereby adding to its revenue stream and ensuring its fiscal stability; and

WHEREAS, the parties mutually agree to modify the terms of this Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The recitals set forth above are true and correct and incorporated herein by reference.

2. Article IV, *Use of Premises*, of the Lease Agreement is hereby modified and shall hereafter read as follows:

4. Sale and Consumption of Alcohol.

a. Upon application and approval for a Performing Arts Center License (11PA) from the State of Florida Department of Business & Professional Regulation (hereinafter referred to as “DBPR”) and providing proof of same to Lessor, Lessee shall be permitted to sell and serve alcoholic beverages **only** in conjunction with an artistic, educational, cultural, promotional, civic, or charitable event.

b. In the event that the Performing Arts Center License is suspended or revoked by the DBPR, Lessee shall immediately notify Lessor and discontinue its sales and service of alcoholic beverages until such time as the Performing Arts Center License is reinstated and proof of same is provided to Lessor.

- c. The sale, service and consumption of alcohol outside of the Premises is strictly prohibited and could result in termination of this Lease Agreement pursuant to Florida law and Article XVI of the Lease Agreement.

3. The Parties do hereby acknowledge and agree that Lessee may alter the Premises to accommodate the terms of this Amendment No. 1. However, Lessee may not sell or serve alcoholic beverages unless and until Lessee obtains a Performing Arts Center License from the DBPR and any alterations to the Premises related to this Amendment No. 1 have been completed with the appropriate approvals from Lessor. All other conditions relating to the alteration of the Premises pursuant to Article X of the Lease Agreement remain in full force and effect.

4. Except as modified by this Amendment No. 1, all terms, conditions, and obligations of the Lease Agreement shall remain in full force and effect.

5. This Amendment No. 1 shall become effective immediately upon execution by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City of Delray Beach and Creative City Collaborative of Delray Beach, Inc. have executed this Amendment No. 1 to the Lease as of the day and year written above.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

By: _____
Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to Form:

By: _____
R. Max Lohman, City Attorney

**CREATIVE CITY COLLABORATIVE OF
DELRAY BEACH, INC.**

By: _____

Name/Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____ (name of person acknowledging), who is personally known to me or who has produced _____ (type of identification) as identification.

Signature of Notary Public - State
of Florida