

**AMENDMENT NO. 1 TO PARKING LICENSE AGREEMENT WITH
ROSEBUD 307, LLC, D/B/A LIONFISH DATED MARCH 3, 2020**

THIS AMENDMENT NO. 1 to the Parking License Agreement dated March 3, 2020, is made this ____ day of _____, 2020, by and between the **CITY OF DELRAY BEACH** (the City) and **ROSEBUD 307, LLC, D/B/A LIONFISH**, a Florida Corporation ("Licensee").

W I T N E S S E T H:

WHEREAS, the parties entered into a Parking License Agreement dated March 3, 2020 (the "Agreement"), to provide for the use of four (4) parking spaces located at or near the west side of SE 3rd Avenue to create a valet parking queues; and

WHEREAS, Licensee desires to amend the Agreement by changing the location of the queue to 307 East Atlantic Avenue and requests the use of one (1) additional public parking space, thereby increasing the number of licensed public parking spaces from four (4) spaces to five (5); and

WHEREAS, in addition, the Agreement is scheduled to terminate on September 2, 2020 and Licensee desires to extend the term of the Agreement for an additional two (2) years; and

NOW, THEREFORE, the parties agree as follows:

1. The recitations set forth above are incorporated herein.
2. Paragraph 2 of the Agreement, "Valet Parking Queues" is deleted in its entirety

and replaced with the following:

2. **Valet Parking Queues**. The CITY agrees to allow LICENSEE the non-exclusive use of five (5) parking spaces located at or near 307 East Atlantic Avenue 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. 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. Paragraph 10 of the Agreement, "Term and Renewal," is deleted in its entirety and replaced with the following:

10. **Term and Renewal.** The term of this Agreement shall be for a period of two (2) years commencing on September 1, 2020, unless renewed by mutual agreement by the parties. If the LICENSEE has an account in arrears and/or is unable to provide proof of valid parking lot lease(s) and/or insurance, the license may be suspended until required payment and/or documentation is received by the CITY.

4. This Amendment together with the original Agreement, constitute the entire Agreement between the parties relating to the subject matter hereof. It is the final expression of 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.

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

[Remainder of Page Intentionally Left Blank]

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

CITY OF DELRAY BEACH, FLORIDA

ATTEST:

Katerri Johnson, City Clerk

By: _____
Shelly Petrolia, Mayor

Approved as to form:

Lynn Gelin, City Attorney

LICENSEE:

(CORPORATE SEAL)

By: _____
Print Name: Jordana Jarjura
Title: Vice President

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, 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 Florida