

**FIRST AMENDMENT TO TEMPORARY BEACH LICENSE
AND OUTDOOR EVENT AGREEMENT
FOR OCEANS OF SOUL JAZZ FESTIVAL**

THIS FIRST AMENDMENT to Temporary Beach License and Outdoor Event Agreement for Oceans of Soul Jazz Festival ("First Amendment") is made this _____ day of _____, 2025, by and between the **City of Fort Lauderdale**, a Florida municipality, ("City"), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, and **ROYAL RECORDINGS, LLC**, a Florida limited liability company, ("Applicant" or "Sponsor"), with its principal address located at 300 SE 2nd Street, Suite 600, Fort Lauderdale, 33301(collectively, "Parties").

WHEREAS, at its meeting on January 7, 2025 (CAM 24-1159), the City Commission of the City of Fort Lauderdale approved a Temporary Beach License and Outdoor Event Agreement between the City and Applicant ("Agreement") for a 3-day beachfront music festival called the 2025 Oceans of Soul Jazz Festival at the Fort Lauderdale Beach Park from September 2, 2025, through September 10, 2025, which includes the setup period, event period, and breakdown period ("Event"); and

WHEREAS, Applicant wishes to reschedule the Event to a 2-day beachfront music festival from December 2, 2025, through December 10, 2025, which includes the setup period, event period, and breakdown period, as well as any and all previously approved special exceptions or music exemptions, or both; and

WHEREAS, City and Applicant mutually desire to enter into a First Amendment to the Agreement to change the Event dates from September 2-10, 2025, to December 2-10, 2025, which includes all setup period, event period, and breakdown period, subject to and conditioned upon the same terms and conditions outlined in the Agreement, and including any and all previously approved special exceptions or music exemptions, or both ("First Amendment");

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable considerations, the Parties covenant and agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** Section 2.g. of the Agreement titled "Event Period" is amended with the following revised Event dates and times, including new set-up and breakdown dates.
 - A. **Event Period Amended:** The dates and times for the Event, including all set-up and breakdown dates and times, as set forth in the "Schedule 1," are hereby amended as follows:

Event Date: December 6, 2025, through December 7, 2025
Time: 1:00pm – 10:00pm
Set-up Date: December 2, 2025, through December 5, 2025
Time: 8:00am – 7:00pm
Breakdown Date: December 8, 2025, through December 10, 2025
Time: 8:00am – 7:00pm

- B. Schedule 1 Amended: The “Amended Schedule 1” with the above-listed new Event Period, including any and all previously approved special exceptions or music exemptions, or both, is hereby incorporated into this First Amendment as if fully stated herein and attached hereto as “**Exhibit 1**,” subject to and conditioned upon the same terms and conditions outlined in the Agreement.
- IV. COUNTERPARTS: This First Amendment may be executed in one (1) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e- mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.
- V. HEADINGS: Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Agreement.
- VI. NO OTHER CHANGES: Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Applicant execute this FIRST AMENDMENT as follows:

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipality

David R. Soloman, City Clerk

By: _____
Rickelle Williams
City Manager

Date: _____

Approved as to form and correctness:
D'Wayne M. Spence, Interim City Attorney

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney

APPLICANT

WITNESSES:

ROYAL RECORDINGS, LLC , a Florida
limited liability company

Signature

By: _____
GREGORY B. SCOTT, Manager

Print Name

Signature

Print Name

[CORPORATE SEAL]

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or
☐ online notarization, this _____ day of _____, 2025, by **GREGORY B.
SCOTT**, as Manager, for **ROYAL RECORDINGS, LLC**, a Florida limited liability company.

[NOTARY SEAL]

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of
Notary Public)

Personally Known _____ OR Produced Identification _____
Type of Identification Produced: _____

Exhibit 1

Amended Schedule - 1

Applicant:	Royal Recordings, LLC
Event Name:	Oceans of Soul Jazz Festival
Date/Time:	December 6, 2025 – December 7, 2025 (1:00pm-10:00pm)
Location:	Fort Lauderdale Beach
Set Up Date/Time:	December 2, 2025 – December 5, 2025 (8:00am-7:00pm)
Breakdown Date/Time:	December 8, 2025 – December 10, 2025 (8:00am-7:00pm)
Road Closing:	No
Alcohol:	Yes
Amplified Music:	Yes – Sunday, December 7, 2025 – (1:00pm-10:00pm)
Special Permission:	Yes – Applicant is requesting to play amplified music until 10:00pm on Sunday, December 7, 2025
Insurance Required:	Yes
Banners:	No
Pending Code Violations:	No
Application Fee:	\$0 – This event is being re-scheduled from September 2025.
Beach Fee:	\$4500 (\$500 per day x 9 days)