

**FIRST AMENDMENT TO
NON-EXCLUSIVE FACILITY USE AGREEMENT**

THIS FIRST AMENDMENT TO NON-EXCLUSIVE FACILITY USE AGREEMENT ("First Amendment") is entered into on _____, 2025 ("Effective Date"), by and between the **City of Fort Lauderdale**, a Florida municipality, ("CITY"), with its principal address located at 101 NE 3 Avenue, Suite 2100, Fort Lauderdale, FL 33301, and **Gold Coast Ski Club, Inc.**, ("USER") a Florida non-profit corporation, with its principal address located at: 2201 Northwest 9th Avenue (Powerline Road), Fort Lauderdale, Florida 33311 (collectively, "Parties" or "parties").

WHEREAS, on January 7, 2025, the City Commission of the City of Fort Lauderdale approved a non-exclusive facility use agreement with USER for an initial two (2)-year contract term with two (2) additional one (1)-year renewal options (Commission Agenda Memo #24-1021) for the non-exclusive use of a portion of the lake at Mills Pond Park ("Facility") to provide waterski services during specified days and hours of the week, subject to and conditioned upon certain terms and conditions ("Agreement"); and

WHEREAS, Section 14 of the Agreement provides the Parties may amend the terms of the Agreement if said amended terms and conditions are contained in a written document executed by both Parties or their respective designee; and

WHEREAS, the Parties wish to amend Exhibit A of the Agreement by revising the hours of operation, and providing for rent abatement during involuntary closures and public outreach programs;

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:

1. **RECITALS** - The foregoing recitals are true and correct in all respects and are incorporated by reference herein.

2. **AMENDMENTS** - Exhibit A to the Agreement is amended as follows:

Hours of Operation - USER is permitted to use the Lake on a non-exclusive basis during the following days and hours: Mondays through Wednesdays, from 3:00 P.M. to dusk, Thursdays and Fridays, from 11:00am to dusk and Saturdays and Sundays from 7:00 AM. to dusk, which said term "dusk." shall be determined solely by the City's Parks and Recreation Director, for the following specified activity (activities) only:

- (a) Tournament waterski practices (slalom, jump, tricks, and special activities such as barefooting and show skiing);
- (b) Tournament skiing;

waterskiing; and

- (d) Public water skiing.

Rent Abatement - In the event the Lake becomes entirely unusable or inaccessible due to causes beyond the USER's control, including but not limited to force majeure events, mandatory governmental shutdowns, or necessary structural repairs by the City, USER will be eligible to a full rent abatement for the period of such inaccessibility upon USER's written notice and request to City for a rent abatement and City's written approval of said rent abatement.

USER shall promptly notify City in writing of any event triggering proration or abatement. City shall have five (5) calendar days to either approve or deny USER's rent abatement request and provide USER with written notice of any required closures and estimated timelines for restoration.

Rent abatement shall commence on the date of the closure, as approved by the City, and shall continue until the Lake is restored to a condition suitable for USER's safe operations of the Facility, as determined by the City.

The provisions of this Section shall not apply in cases where closure results from the actions or negligence of USER, its employees, agents, or members. In such cases, Rent shall remain due and payable in full.

Public Outreach and City Programs - USER shall conduct at least one (1) public outreach event and one (1) introductory program for participants registered in City programs per year at no cost to the participants or the City. These events shall be designed to introduce and promote water ski activities to City residents and foster community engagement.

3. 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.

4. **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 INTENTIONALLY LEFT BLANK]
[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, we the undersigned, duly authorized representatives have executed and delivered this First Amendment without reservation having read the terms contained herein and intending to bind the Parties, to be effective as of the First Amendment Effective Date.

CITY

ATTEST:

CITY OF FORT LAUDERDALE, a Florida municipality

By: _____
David R. Soloman, City Clerk

By: _____
Rickelle Williams, City Manager

Date: _____

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

(CITY SEAL)

By: _____
Patricia SaintVil-Joseph
Assistant City Attorney

USER

WITNESSES:

GOLD COAST SKI CLUB, INC.
a Florida non-profit corporation

Kelly Pridgeon

Kelly Pridgeon

Print Name

By: _____
Joe Maus, Vice-President

Cristal Randolph

Cristal Randolph

Print Name

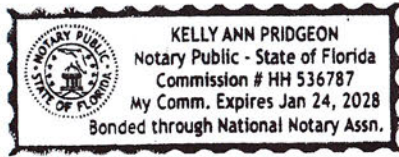
[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2nd day of October, 2025,

by **Joe Maus**, as Vice President, for **GOLD COAST SKI CLUB, INC.**, a Florida non-profit corporation.

(NOTARY SEAL)



Kelly Pridgeon
(Signature of Notary Public - State of Florida)

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

Personally Known ✓ OR Produced Identification _____

Type of Identification Produced: _____