

**FIRST AMENDMENT TO LICENSE AGREEMENT BETWEEN THE CITY OF FORT
LAUDERDALE AND AIR PLAY ADVENTURES LLC
FOR AERIAL ADVENTURE COURSE**

THIS FIRST AMENDMENT to Agreement between the City of Fort Lauderdale and Air Play Adventures LLC for Aerial Adventure Course, made and entered into on the nineteenth day of April, 2017, ("Effective Date"), is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Air Play Adventures LLC, a Hawaii limited liability company, ("Contractor"), whose address is 216 Dickenson Street, Lahaina, Hawaii, 96761.

WHEREAS, the City and the Contractor entered into a License Agreement for Aerial Adventure Course that was executed by the Contractor on January 16, 2017, ("Contract"),

NOW, THEREFORE, the City and the Contractor hereby agree to amend the Contract as follows:

The following provisions shall be added to the Contract:

1. The Contractor shall, within fifteen (15) working days after the Effective Date of this First Amendment to License Agreement, furnish to the City a Payment and Performance Bond, in the amount of the proposed price for the initial term of the Contract (Years 1 through 3) as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Payment and Performance Bond. The Performance Bond must be executed by a surety company of recognized standing to do business in the State of Florida and having a resident agent.

2. The surety company must have a Financial Size Categories (FSC) rating of no less than "A-" by the latest edition of Best's Key Rating Guide, or must be an insurance company that holds a valid Florida Certificate of Authority issued by the State of Florida Office of Insurance Regulation, and must be a member of the Florida Guarantee Fund.

3. Acknowledgement and agreement is given by both parties that the amount herein set for the Payment and Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of the Contract by the Contractor.

The following additional amendments are hereby made to the Contract:

1. Paragraph 2.(b) of the Contract is hereby amended by and replaced with the following paragraph:

(b) Initial Construction and Approvals. Licensee must obtain all Approvals (as defined below) necessary for the installation and use of the first Zipline Structure in accordance with the specification set forth herein within twelve (12) months of the execution **of this First Amendment** or Owner shall have the right to terminate this Agreement upon thirty (30) days written notice of the termination and failure of Licensee to obtain such Approvals during such thirty (30) day period.

2. The first bullet point on page 15 of the Contract, in the section on Commercial General Liability, is hereby amended and replaced by the following:

- \$2,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage and Personal and Advertising Injury

IN WITNESS WHEREOF, the City and the Contractor execute this First Amendment to License Agreement between the City of Fort Lauderdale and Air Play Adventures, LLC, for Aerial Adventure Course as follows:

ATTEST:

Jeff Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: _____
John P. "Jack" Seiler, Mayor

By: _____
Lee R. Feldman, City Manager

Approved as to form:
Cynthia A. Everett, City Attorney

By: _____
Assistant City Attorney

WITNESSES:

Air Play Adventures LLC

Signature
Print Name:

By: _____
Todd Domeck, Manager

Signature
Print Name:

ATTEST:

Signature
Print Name:
Title:

(Corporate Seal)

STATE OF _____:
COUNTY OF _____:

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Todd Domeck, as Manager for Air Play Adventures, LLC, a Hawaii limited liability company.

(SEAL)

Notary Public, State of _____
(Signature of Notary Public)

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

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