

**FIRST AMENDMENT TO AGREEMENT**  
**FOR MOTORIZED WATERCRAFT CONCESSION**

This First Amendment to Agreement for Motorized Watercraft Concession ("***First Amendment***") is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and is entered into by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida, with its principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 ("***Lessor***" or "***City***"), and Atlantic Beach Clubs–Two, Inc., a Florida Profit Corporation, with its principal address at 1005 Seabreeze Blvd., Fort Lauderdale, FL 33316 (hereinafter "***Contractor***").

**RECITALS**

**WHEREAS**, City and Contractor entered into an Agreement for Motorized Watercraft Concession dated November 12, 2020 (CAM Number 20-0762), as supplemented, amended or modified from time to time (collectively, "***Agreement***"); and

**WHEREAS**, City and Contractor desire to enter into this First Amendment for the purpose of amending the Agreement, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration for the covenants and conditions of this First Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, City and Contractor agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms.** All undefined capitalized terms used herein shall have the same meanings as defined in the Agreement.
3. **Amendments.** The Agreement is amended as follows:
  - a. Section IV of the Agreement is hereby amended to defer the monthly rent payments due for a period of three (3) months, beginning October 2021 and terminating December 2021, without extending the term of the Agreement and subject to earlier termination as provided in the Agreement.
  - b. Section V of the Agreement is hereby amended to provide that Atlantic Beach Clubs–Two, Inc. shall resume all monthly base rent payments to the City beginning January 2022, pursuant to the terms and conditions of the Agreement, and pay the City the total deferred rent amount as additional rent, which said additional rent shall be calculated and collected by the City from January 2022 through March 2022. All other terms and conditions of the Agreement not amended herein remain the same.
4. **Counterparts.** All other provisions of the Agreement shall remain unchanged and in full

force and effect. This First Amendment may be executed in two (2) 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.

5. **Conflict.** If any of the provisions of this First Amendment conflict with the Agreement, then this First Amendment shall control.
6. **Effectiveness.** This First Amendment shall not be effective until it is executed by, and delivered to, both City and Contractor.
7. **Authority.** City and Contractor each warrant to the other that the person or persons executing this First Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this First Amendment.

**[SIGNATURE PAGES TO FOLLOW]**

**[AS TO CITY]**

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

**CITY OF FORT LAUDERDALE**, a  
municipal corporation of the State of Florida

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

APPROVED AS TO FORM:  
Alain E. Boileau, City Attorney

By: \_\_\_\_\_  
Patricia SaintVil-Joseph  
Assistant City Attorney

**[AS TO CONTRACTOR]**

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

WITNESSES:

**ATLANTIC BEACH CLUBS-TWO, INC.,**  
a Florida Profit Corporation.

By: \_\_\_\_\_  
Print Name [\_\_\_\_\_]

By: \_\_\_\_\_  
David Heemskerk, President

By: \_\_\_\_\_  
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 \_\_\_\_\_, 2021, by David Heemskerk, President of Atlantic Beach Clubs-Two, Inc., a Florida Profit Corporation.

\_\_\_\_\_  
(Signature of Notary Public – State of \_\_\_\_\_)

\_\_\_\_\_  
(Print, Type of Stamp Commissioned Name  
of Notary Public)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_