

AMENDMENT NO. 1

THIS AMENDMENT NO. 1 to the OPERATING AGREEMENT FOR GOLDEN ISLES TENNIS CENTER between the CITY OF HALLANDALE BEACH located at 400 S. Federal Highway, Hallandale Beach, Florida 33009 (the "CITY") and ALL FLORIDA TENNIS, LLC a Florida limited liability company located at 510 N. 33rd Ct., Hollywood, Florida 33021 (the "FIRM") (the "Agreement") is entered into effective as of the date of last signature below ("Amendment No. 1").

RECITALS

WHEREAS, on October 29, 2020, the City entered into the Agreement with the FIRM;

WHEREAS, Section 15. Food and Drink of the Agreement, presently provides:
FIRM shall operate, manage, and supervise a concession stand that may include, but is not limited to, selling of food and drink for the public. The concession stand may be subleased to a third party with the prewritten approval of the CITY. *The sale or use of alcoholic beverages shall be prohibited.*

WHEREAS, the parties desire to allow the sale of alcohol as provided herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the foregoing recitals are incorporated herein by reference as a material part of this Agreement, and the Parties agree as follows:

1. All terms and conditions of the Agreement not expressly modified in this Amendment No. 1 shall remain in full force and effect.
2. Section 15. Food and Drink, shall be replaced as follows:

FIRM shall operate, manage, and supervise a concession stand that may include, but is not limited to, selling of food and drink for the public. The concession stand may be subleased to a third party with the prewritten approval of the CITY. The concession stand will be a full-service concession, serving food and, at the option of the FIRM, alcoholic beverages. FIRM is responsible for obtaining all required

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licenses for the sale of alcohol from the concession stand and shall adhere to all governmental regulations, including without limitation those applicable to the sale and consumption of alcohol. The area for alcohol beverage consumption shall be limited by FIRM all times to the tennis center (interior) and adjacent patio area only.

3. In the event of conflict between the Agreement and this Amendment No. 1, the terms and conditions of this Amendment No. 1 shall govern and control.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment # 1 on the respective dates under each signature. CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

Jenorgen Guillen
Jenorgen Guillen (Apr 18, 2022 08:44 EDT)
CITY CLERK

By *Jeremy Earle*
Jeremy Earle (Apr 14, 2022 17:47 EDT)
CITY MANAGER

Date: 04/14/2022

Approved as to legal sufficiency and form by

Jean Mue
CITY ATTORNEY

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. ALL FLORIDA TENNIS, LLC signing by and through its representative, duly authorized to execute same.

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE. If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.


CONTRACTOR

ATTEST:

Corporate Secretary

(Type Name and Title Signed Above)

By



Jesse Snatt Owner

PRINT NAME AND TITLE

30 Day of March, 2022

(Corporate Seal) OR (NOTARIZE BELOW)

OR

(ONLY If not incorporated sign below).

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

(TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

The foregoing instrument was acknowledged before me this 30th day of March, 2022, by Jesse E. Snatt.

Signature of Notary

Name of Notary Printed, or Stamped

Personally Known _____ OR Produced Identification

Type of Identification Produced Driver license # S530425794280



Vivian Lino
Notary Public
State of Florida
Comm# HH111142
Expires 3/29/2025