

AMENDMENT TO LEASE AGREEMENT

This amendment is made and entered into this 36th day of July, 2011, between the CITY OF VENICE, FLORIDA, herein referred to as LESSOR, and VENICE AREA BEAUTIFICATION, INC., herein referred to as LESSEE.

Whereas, the LESSOR and LESSEE are parties to a Lease Agreement dated September 9, 2008; and

Whereas, the LESSOR and LESSEE wish to extend the term of the September 9, 2008 Lease Agreement.

Now, therefore, in consideration of the covenants and promises contained herein and in the September 9, 2008 Lease Agreement, the parties agree as follows:

1. The term of the September 9, 2008 Lease Agreement shall be extended for an additional three years commencing on September 1, 2011 and ending on August 31, 2014 unless otherwise terminated as provided for in the lease.
2. All other terms and conditions of the September 9, 2008 Lease Agreement, not specifically amended herein, remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this agreement at Venice, Florida on the date first above written.

Kellie Bricker
Kellie BRICKER

LESSOR: THE CITY OF VENICE

Linda DeFen
LINDA DEFEN

By: John C. McKen VICE MAYOR
JOHN HOLIC, Mayor

Attested By:

Lori Stelzer
Lori Stelzer, City Clerk

Approved By City Council

Date: 7/26/2011

J. Gamel
J. GAMEL

LESSEE: VENICE AREA
BEAUTIFICATION, INC.

Susan E. Schult
Susan E. Schult

By: Frank C. Schult
President

LEASE AGREEMENT

Agreement made this 14 day of Sept, 2008, between the CITY OF VENICE, FLORIDA, herein referred to as LESSOR, and VENICE AREA BEAUTIFICATION, INC., herein referred to as LESSEE.

1. The LESSOR hereby leases to LESSEE and the LESSEE hereby hires from LESSOR the following described real property owned by the LESSOR and located in Sarasota County, Florida:

Rooms 100, 101, 102, 104, 105, 107 and 112 in the old Venice Area Chamber of Commerce building located at 257 North Tamiami Trail, Venice, Florida, more particularly described on the floor plan attached hereto as Exhibit A.

2. The term of this lease shall commence on September 1, 2008 and shall end on August 31, 2011 unless otherwise terminated as provided for herein.

3. The total amount of rent to be paid shall be \$10.00 per year payable on September 1 of each and every year of the lease term. In addition, LESSEE shall pay any applicable sales tax.

4. The LESSEE shall use and occupy the real property only for the following purposes:

administrative offices
document and supply storage
meeting room
trailhead reception/souvenir area

5. The LESSEE shall commit no act of waste and shall maintain the real property and all improvements thereon in good repair. The LESSEE shall conform to all laws, orders and regulations of the federal, state and municipal governments concerning its use and occupancy of

the real property and all improvements thereon. The LESSEE shall surrender possession of the real property and all improvements thereon upon termination of this agreement in as good condition as they were at the beginning of the lease term, reasonable wear excepted. The LESSEE shall not make any alterations, additions or improvements to the real property or the improvements thereon without obtaining the LESSOR's prior written approval.

6. The LESSEE shall not sublet all or a portion of the real property or the improvements thereon.

7. The LESSOR may enter the real property and all improvements thereon at anytime for the purpose of inspection and/or repair.

8. The LESSEE shall maintain throughout the term of this agreement the following insurance coverage with an insurance company licensed and qualified to do business in the State of Florida, as evidence by Certificates of Insurance or certified copies of the insurance policy(ies) and having a rating of A or better as determined by AM Best, Standard & Poors, or other similar rating agency.

(i) Workers Compensation:

Part a - Statutory limits.

Part b - Bodily injury by accident - \$1,000,000 each accident; Bodily injury by accident - \$1,000,000 each person.

(ii) General Liability, Minimum \$1,000,000 combined single limit of Bodily Injury and Property Damage per occurrence.

(iii) Property insurance for contents owned by LESSEE.

(iv) Additional Insured - The LESSOR shall be named as an additional insured

on all liability policies.

Certificate of Insurance. The LESSEE shall furnish the LESSOR, prior to the start of this lease agreement, satisfactory proof of coverage of the insurance required. Each insurance certificate should contain a clause substantially as follows:

Should any of the above described policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: City Clerk, City of Venice, 401 West Venice Avenue, Venice, Florida 34285.

Certificate Holder: The City of Venice, Florida.

9. LESSEE shall indemnify, defend and hold harmless the LESSOR, its agents, servants and employees, from and against any and all claims and damages of every kind, for injury to or death of any person or persons and for damage to or loss of property, arising out of or resulting from the acts or omissions of the LESSEE, its agents, servants or employees.

10. Any notice given by either party to the other shall be made in writing and shall be delivered in person or by certified mail to the following addresses:

To LESSOR: City Manager
401 West Venice Avenue
Venice, Florida 34285

To LESSEE: President
Venice Area Beautification, Inc.
257 North Tamiami Trail
Venice, Florida 34285

11. Either party may terminate this agreement at any time and for any reason upon 60 days written notice to the other party.

12. The LESSEE shall maintain the public restrooms, operate the lobby and reception

areas, schedule use of the community and conference rooms, and open and close the building.

13. The LESSOR shall pay for electric, water, sewer and solid waste utility services provided for the building and maintain the building exterior, interior and grounds.

IN WITNESS WHEREOF, the parties have signed this agreement at Venice, Florida on the date first above written.

Judy Samuel
Linda Neper

LESSOR: THE CITY OF VENICE

By: Ed Martin

ED MARTIN, Mayor

Attested By:

Lori Stelzer
 Lori Stelzer, City Clerk

Approved By City Council

Date: 9-9-2008

[Signature]
Susan Clapper

LESSEE: VENICE AREA
 BEAUTIFICATION, INC.

By: [Signature]

Exhibit A

