

AMENDMENT TO LEASE AGREEMENT

This AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into this _____ day of _____, 2020 ("Effective Date"), at Venice, Florida, by and between the CITY OF VENICE, a Florida municipality, hereinafter referred to as "Lessor," and JETTY JACK'S, LLC, a Florida Limited Liability Company (authorized to do business in the State of Florida), hereinafter referred to as "Lessee."

WHEREAS, on October 10, 2017, Lessor and Lessee entered into a Lease Agreement (hereinafter, the "Lease") for certain real property, which is owned by Lessor and is located in Sarasota County, Florida (the "Premises"); and

WHEREAS, the Lease provides that Lessee rents the Premises from Lessor for the purpose of operating a food concession and public restrooms; and

WHEREAS, due to the COVID-19 pandemic and related government-mandated closures of certain public properties, Lessee has, at times, been prevented from operating the food concession on the Premises; and

WHEREAS, Lessor and Lessee agree it is reasonable to provide under the terms of the Lease for the ability of Lessor to abate the payment of rent by Lessee when an action by the Lessor makes the Premises inaccessible such that Lessee is unable to operate the food concession on the Premises for thirty (30) days or more.

NOW, THEREFORE, in consideration of the mutual covenants and premises contained herein and in the Lease, Lessor and Lessee hereby agree as follows:

1. The following provision regarding abatement of rent shall be added to the Lease:

ABATEMENT OF RENT

If at any time during the term of this Lease the Premises become inaccessible due to the actions of Lessor such that Lessee is unable to operate the food concession on the Premises for a time period equal to or in excess of thirty (30) days (hereinafter, the "Abatement Period"), then Lessor may, in its sole discretion, upon written request by Lessee, abate the Ground Rent for the Abatement Period. Any such rent abatement shall be on a prorated basis in accordance with the applicable Abatement Period. This provision shall apply to the Lease retroactively effective March 1, 2020.

2. All other terms and conditions of the Lease, unless specifically amended herein, shall remain in full force and effect throughout the remaining term of the Lease.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals that day and year first above written.

CITY OF VENICE, FLORIDA

ATTEST:

By:

Ron Feinsod, Mayor

Lori Stelzer, City Clerk

Approved as to Form and Correctness

Kelly Fernandez, City Attorney

JETTY JACK'S, LLC

Linda K Johnson
Witness

Mary
Witness

By: Chris Johnson
Christopher Johnson Manager