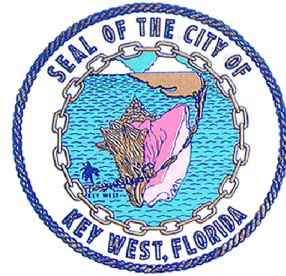


# Executive Summary



**TO:** Key West Bight Management District Board  
Caroline Street Corridor Community  
Redevelopment Agency

**CC:** Doug Bradshaw

**FR:** Marilyn Wilbarger

**DT:** December 1, 2014

**RE:** Fury Management Lease Amendment for Third Party Ticket Booth Sales

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## ACTION STATEMENT

Pursuant to the Bight Board's direction a lease amendment has been prepared that will allow Fury Management Inc. to sell tickets for any other tenant in the Seaport and it is presented here for approval.

## BACKGROUND:

At the September 10, 2014 Key West Bight Management District Board meeting an item was added to the agenda by Board member Harry Bowman to consider the expanded use of the ticket booths whereby those tenants would be allowed to offer sales of third party tickets so long as the sales were restricted to other tenants businesses located in the Historic Seaport. The Bight Board approved this request and the lease amendment is presented here for approval. The current lease language prohibits third party sales and is excerpted here for reference as follows:

TENANT shall use the Demised Premises for the purposes of: Sales, ticketing and check-in for patrons of TENANT for vessels operated by TENANT in the Key West Bight Marina only and for no other purpose

The lease amendment has the following language to provide for the additional use as well as a termination provision which has been added to ensure that the booths can only be leased to Tenants holding leases and is excerpted here as follows:

Section 1.5 and Section 3.1 of the Lease Agreement - Right to Terminate is hereby amended with the following addition:

This Agreement is expressly contingent upon the existence of a lease Agreement between Landlord and Tenant for the operation of Tenant's Fury Water Adventures business in the Historic Seaport. In the event that the Tenant's said Lease Agreement for Tenant's business ceases to be in effect for any reason, including, but not limited to, expiration, termination, or default, this Lease Agreement shall be cancelled, terminated, and of no further force or effect.

Section 1.8 and Section 6 of the Lease Agreement - Permitted Use, is hereby amended as follows:

TENANT shall use the Demised Premises for the purposes of: Sales, ticketing and check in for patrons of Tenant for vessels operated by TENANT in the Historic Seaport and for the sale of tickets for business conducted within the Historic Seaport by LANDLORD'S other tenants in the Historic Seaport.

**FINANCIAL IMPACT:**

There is no financial impact to the revenues of the Historic Seaport as this lease amendment does not contemplate any percentage rent for these sales.

**ATTACHMENTS:**

Lease Amendment

Lease