

AMENDMENT TO CHARTERBOAT DOCKAGE AGREEMENT

This Amendment to Charterboat Dockage Agreement is entered into this _____ day of _____, 2014, by and between the City of Key West, Florida (hereinafter "LANDLORD") and _____, (hereinafter "TENANT").

WITNESSETH

WHEREAS, LANDLORD and TENANT entered into a Charterboat Dockage Agreement on the _____ day of _____, 20____, (hereinafter the "Agreement"), pertaining to dockage space at Key West City Marina, located at 1801 North Roosevelt Blvd., Key West, Florida; and

WHEREAS, the LANDLORD and TENANT now desire to amend the Lease Agreement, a copy of which is attached hereto as Exhibit "A".

NOW, THEREFORE, in mutual consideration of the benefits conferred upon the parties by the terms of this Amendment, LANDLORD and TENANT agree as follows:

Section 1: The first sentence of paragraph 4 of the Agreement, pertaining to rental rate, is hereby deleted and replaced with the following:

The monthly rental rate shall be a base rent of \$19.07 per foot, plus \$1.00 per foot for an assessment for capital improvement and capital maintenance, plus solid waste (garbage), plus state sales tax, plus an assessment for advertisement and promotion of Charterboat Row, which is five (5) percent of the base rent.

Except as modified herein, the Lease Agreement as amended shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made this Amendment to Charterboat Dockage Agreement on the date first written above.

CITY OF KEY WEST, FLORIDA

By: _____
Craig Cates, Mayor

ATTEST:

Cheryl Smith, City Clerk

By: _____

Witness

Witness