

FIRST AMENDMENT TO CONCESSION AGREEMENT

THIS FIRST AMENDMENT TO THE CONCESSION AGREEMENT is entered into this _____ day of _____ 2011, between the City of Key West, Florida (hereinafter referred to as "City"), a municipal corporation organized and existing under the laws of the State of Florida, and Sunset Watersports, Inc., a corporation organized and existing under the laws of the State of Florida, (hereinafter referred to as "Concessionee").

WITNESSETH

WHEREAS, CITY and CONCESSIONEE entered into a Concession Agreement on the 7th day of October, 2008, (the "Concession Agreement"), providing rights to vend to the public at two locations on Smather's Beach

WHEREAS, the CITY and CONCESSIONEE now desire to amend their Concession Agreement 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, CITY and CONCESSIONEE agree as follows:

Section (3) Concession Use

(A) Watersports Concession Services

1. Rental of: (b) 6 – 15 foot touring boats for guided tours only from Concession Premises I, shall be deleted; and will be replaced with the rental of non-motorized paddle boards, windsurfers and peddle boats

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

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

CITY OF KEY WEST
PO Box 1409
Key West, FL 33040

ATTEST:

Cheryl Smith, City clerk

By: _____
Jim Scholl, City Manager

SUNSET WATERSPORTS, INC.
Box 2185
Key West, Florida 33040

WITNESS

By: _____
Richard C. Welter, President

The foregoing First Amendment to Concession Agreement was acknowledged before me this ____ day of _____, 2010, by Jack Anderson, who is personally known to me, or who [] produced _____ as identification.

Notary Public

My commission expires:

Print name: _____

Exhibit "A"
Concession Agreement