

FIRST AMENDMENT TO AGREEMENT

This First Amendment to Agreement is entered into by and between Beacon Wi-Fi Technologies, LLC, a Connecticut Limited Liability corporation, (hereinafter "BEACON"), and the City of Key West, Florida, a municipal corporation, (hereinafter "CITY"), this ____ day of _____, 2014.

WITNESSETH

WHEREAS, CITY and BEACON entered into an Agreement on the 14th day of June, 2011, (the "Agreement"), pertaining to the installation of a wireless network on city property; and

WHEREAS, the CITY and BEACON desire to amend the existing Agreement for purpose of modifying certain terms and conditions of said Agreement.

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

Section 1: That the paragraph of the Agreement styled "Indemnification" is hereby deleted and replaced with the following:

To the extent provided by section 768.28, Florida Statutes, Venue shall be responsible for any claim, loss, damage, cost, charge, or expense arising out of any error, omission, or negligent act by Venue or its employees in the performance of this Agreement. Beacon Wi-Fi shall be responsible and shall indemnify and hold Venue harmless for any claim, loss, damage, cost, charge, or expense arising out of any error, omission, or negligent act by Beacon Wi-Fi or its employees in the performance of this Agreement. Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Venue's sovereign immunity, nor shall any provision of this Agreement increase the liability of the Venue, or the sums for which the Venue may be liable, beyond the limits provided in 768.28, Florida Statutes.

Section 2: Except as modified herein, the Agreement as amended shall remain in full force and effect.

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

CITY OF KEY WEST, FLORIDA

By: _____
Jim Scholl, City Manager

CHERYL SMITH, CITY CLERK

BEACON WI-FI TECHNOLOGIES, LLC

By: _____
_____, its _____