

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE made this 20 day of November 2001, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY" and the "County", which terms shall include COUNTY'S designated agent(s) and/or successors in interest, and YMCA OF THE SUNCOAST, INC., formerly known as SUNCOAST FAMILY YMCAs INC., a Florida Not for Profit Corporation, hereinafter referred to as the "TENANT."

WITNESSETH:

WHEREAS, the Parties entered into a Lease Agreement dated August 9, 2000, with SUNCOAST FAMILY YMCAs, INC.; and

WHEREAS, the TENANT has changed its name; and

WHEREAS, COUNTY desires to change the name of the TENANT to the new name; and

WHEREAS, COUNTY desires to add language requiring TENANT to get written prior approval for alterations to the facility; and

WHEREAS, the COUNTY desires to add additional language regarding the serving of alcoholic beverages at the facility; and

WHEREAS, the COUNTY desires the TENANT to follow a specific maintenance standard.

NOW THEREFORE, in consideration of the mutual promises and covenants the Parties agree to the following:

1. Change the name of the TENANT to YMCA OF THE SUNCOAST, INC.
2. Add the following language to Paragraph 3. USE:
  - "a. In the event that TENANT permits or hosts private events or special events at which alcohol will be served, but not sold, and at which there is no licensed professional caterer, TENANT shall at all times during the term of this Lease carry blanket event coverage with limits of \$1,000,000, including liquor liability insurance.

- b. In the event that TENANT permits or hosts private events or special events at which alcohol will be served, but not sold, and at which there is a licensed professional caterer, then TENANT shall require the caterer to obtain such license as is necessary and shall require the caterer to carry general comprehensive liability insurance with limits of liability for personal injury and/or bodily injury, including death of not less than \$500,000 per occurrence, and property damage of not less than \$100,000 per occurrence. Alternatively, if private events or special events are hosted by licensees of TENANT, then that licensee shall carry general comprehensive liability insurance with limits of liability for personal injury and/or bodily injury, including death, of not less than \$500,000 per occurrence, and property damage of not less than \$100,000 per occurrence. If such policy excludes coverage for dispensing of alcoholic beverages, then the policy shall contain a "Dram Shop" endorsement, or similar endorsement, which provides coverage to the extent of the liquor license held by the caterer or host of the private event or special event. The Pinellas County Board of County Commissioners shall be named as an additional insured on any required insurance policy. The TENANT, its licensees, and licensed caterer shall comply with all Federal, State and local laws, rules and regulations concerning the service and consumption of alcoholic beverages.
- c. In the event that TENANT permits or hosts private events or special events at which alcohol is sold, or if licensees of TENANT are hosting private events or special events at which alcohol is sold, then TENANT or TENANT'S licensee, as applicable, shall contract with a licensed professional caterer who is licensed to serve alcohol. The caterer shall carry the insurance described in subparagraph b. above and comply with all provisions described in subparagraph b. above.
- d. Additionally, for any and all use of alcoholic beverages on the Leased Premises, TENANT covenants and agrees that it will, and by contract it will require its licensees' licensed caterers, as well as its licensees, to indemnify and hold harmless the COUNTY and all of the COUNTY'S officers, employees, contractors, and subcontractors from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect, or omission by the TENANT, its officers, employees,

agents, contractors, or subcontractors during the term of this Lease, and any extensions thereof, whether direct or indirect, and whether to any person or property to which COUNTY or the parties may be subject, including COUNTY'S costs and attorneys fees incurred in defending such claims, except that neither TENANT nor any of its officers, employees, agents, contractors, or subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused by the sole negligence of COUNTY or any of its officers or employees.

- e. The provisions of Pinellas County Ordinance No. 00-42, as codified, are hereby waived and the consumption of alcoholic beverages shall be permitted within the Premises during the date and time of the private event or special event.
- f. The TENANT shall not allow the Premises to be used for activities which are prohibited in all COUNTY-owned or COUNTY-occupied buildings under the provisions of Federal, State, or local laws, rule, regulations, or ordinances. By way of illustration and not limitation, State law prohibits the use of COUNTY-occupied buildings for political fund raisers see § 106.15(40), Fla. Statutes, and Federal and State law prohibit use of county-occupied buildings for any implied promotion of a religion.”

- 3. Replace Paragraph 11. ALTERATIONS, MECHANIC'S LIENS with the following language:

“A. TENANT will not make any alterations, improvements or additions in or to the Premises, or install any equipment of any kind that will require any alteration or addition to, or use of the water, heating, air-conditioning or electrical or other building systems or equipment without the prior written consent of COUNTY. TENANT shall pay for all charges for labor, services, and materials used in connection with any improvements or repairs to the leased Premises undertaken by TENANT. All such additions, improvements and fixtures, except movable office furniture, shall become the property of COUNTY and remain upon the Premises and be surrendered at the end of the Lease.

B. TENANT shall promptly pay for all charges for labor, services and materials used in connection with any improvement or repairs to the leased Premises

undertaken by TENANT. Any mechanics liens against the Premises, TENANT'S leasehold or the land and building arising out of work performed by or for TENANT are hereby expressly prohibited and in the event of the filing of any Claim of Lien, TENANT shall promptly satisfy same or transfer it to a bond; and TENANT shall in any event protect COUNTY'S interest in underlying real estate and shall hold COUNTY harmless against any such claims."

4. Add the following language to Paragraph 6. MAINTENANCE AND SERVICES:

MAINTENANCE AND SERVICES: The TENANT shall maintain the Premises in good repair in a clean, neat, orderly, and sanitary condition. TENANT will follow the Facility Management Guidelines Standard for Maintenance, as it may be amended from time to time, a copy of which will be delivered to TENANT. TENANT will maintain a log sheet of all maintenance performed and upon request will provide a copy of the log sheet to Real Estate Management.

TENANT is responsible for all maintenance including structural and non-structural repairs and replacements. In the event repairs or replacements become necessary that are not due to any acts or omissions of the TENANT and TENANT elects not to make said repairs or replacements, TENANT has the right to terminate this Lease with thirty (30) days prior written notice.

5. Except to the extent specifically modified herein, all other terms and conditions of the above referenced Lease Agreement shall remain in full force and effect and shall be incorporated by reference as if more fully set forth herein.

IN WITNESS WHEREOF, the undersigned have executed this First Amendment to Lease effective as of the day and year first written above.

ATTEST

TENANT:  
YMCA OF THE SUNCOAST, INC.

By: *Laurie A. Kanuck*  
Print Name: Laurie A. Kanuck  
Title: Asst to CEO

By: *G. Scott Goyea*  
Print Name: G. Scott Goyea  
Title: President/CEO

ATTEST: KARLEEN F. DE BLAKER  
Clerk of the Circuit Court

LANDLORD:  
PINELLAS COUNTY, FLORIDA  
By and through its Board of County Commissioners

By: *Linda B. Reed*  
Print Name: Linda B. Reed  
Deputy Clerk

By: *Calvin D. Harris*  
Print Name: Calvin D. Harris  
Chairman

10/10/01

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APPROVED AS TO FORM  
OFFICE OF COUNTY ATTORNEY

BY *Sarah Richardson*  
ATTORNEY