

**First Amendment to Non-Exclusive License Agreement Between The
City of Clearwater and Sand Runners, LLC**

This First Amendment to the Non-Exclusive License Agreement between the City of Clearwater and Sand Runners, LLC is made and entered into this ____ day of _____, 2019 by and between the City of Clearwater, Florida, a Florida Municipal Corporation (“City”) and Sand Runners, LLC, a Florida Corporation (“Licensee”).

WHEREAS, the Parties entered into that certain Non-Exclusive License Agreement (“Agreement”) dated February 21, 2019; and

WHEREAS, pursuant to the Agreement, the City granted the Licensee permission to provide, install, and operate a beach gear valet service at Beach Parking Lot #36, 4 Rockaway Street, Clearwater, FL; and

WHEREAS, it was determined that an additional service could be rendered by the Licensee; and

WHEREAS, the City and Sand Runners, LLC desire to amend the Non-Exclusive License Agreement to provide for such a public benefit;

NOW THEREFORE, the City and Licensee agree to amend certain terms and conditions:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. The following is added to Paragraph 4(b):

Sand Runners, LLC shall be permitted to use one (1) beach wheelchair to transport beachgoers. The Licensee is not permitted to charge for the use of the beach wheelchair.

3. All the terms and conditions of the Agreement which are not expressly amended or deleted herein shall continue in full force.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____ day of _____, 2019.

CITY OF CLEARWATER, FLORIDA

George N. Cretekos
Mayor

William B. Horne II
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk

SAND RUNNERS, LLC

Ryan Barca

Attest:

Spencer LaBarbera