

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

**AGENDA ITEM:** APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO EXECUTE THE SECOND ADDENDUM TO THE FOOD AND BEVERAGE SERVICES AGREEMENT WITH **EATS & TEAS HOLDING, LLC**, TO PROVIDE AN ADDITIONAL 500 SQUARE FOOT STAGING AREA ON THE FIRST FLOOR OF THE COMMONS PARK SPORTING CENTER FOR AN ADDITIONAL RENTAL FEE OF THREE HUNDRED DOLLARS (\$300.00) PER MONTH COMMENCING AUGUST 1, 2022 AND CONTINUING THROUGH THE TERM OF THE CURRENT AGREEMENT.

**ISSUE:** The Village entered into a Food and Beverage Services Agreement with Eats & Teas Holding, LLC on October 26, 2021 which is valid through September 30, 2023 with four (4) one-year optional renewal terms for the monthly compensation of Five Hundred Dollars (\$500.00). The Village and Vendor entered into the First Addendum to Food and Beverage Services Agreement to allow for Vendor's expansion of the existing space provided at the Commons Park Sporting Center to include additional office space on the first floor for an additional monthly fee of \$100.00 on April 21, 2022

The Vendor has requested use of additional staging space on the first floor of the Commons Park Sporting Center for an additional fee of Three Hundred Dollars (\$300.00) per month beginning August 1, 2022 and continuing for the duration of the Agreement. With this additional expansion, the monthly rental fee will be increased to \$900.00 plus applicable tax. The Village and Vendor desire to enter into this Second Addendum to allow the rental of the additional space. Aside from rental of the additional office space at the additional rental fee provided above, there are no other changes to the scope of work or compensation for the provision of Food and Beverage Services at the Commons Park Sporting Center.

**RECOMMENDED ACTION:** Staff recommends approval.

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Initiator:	Village Manager	Agenda	Village Council
Director of Parks and Recreation	Approval:	Date:	Action:
		8-18-22	

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## SECOND ADDENDUM TO FOOD AND BEVERAGE SERVICES AGREEMENT

THIS SECOND ADDENDUM TO FOOD AND BEVERAGE SERVICES AGREEMENT ("Second Addendum") is hereby entered into this \_\_\_\_ day of August, 2022, effective retroactively as of August 1, 2022, by and between the Village of Royal Palm Beach, a municipal corporation, ("Village") having its principal office located at 1050 Royal Palm Beach Boulevard, Royal Palm Beach, Florida, 33411; and Eats & Teas Holding, LLC, a limited liability company having its principal address at 7040 Seminole-Pratt Whitney Road, Loxahatchee, Florida, 33470 ("Vendor").

WHEREAS, the Village and Vendor entered into a Food and Beverage Services Agreement ("Agreement") for the provision of food and beverage services at the Commons Park Sporting Center on October 26, 2021; and

WHEREAS, the Village and Vendor entered into the First Addendum to Food and Beverage Services Agreement ("First Addendum") to allow for Vendor's expansion of the existing space provided at the Commons Park Sporting Center to include additional office space on the first floor on April 21, 2022; and

WHEREAS, the Vendor has requested further expansion of the existing space provided at the Commons Park Sporting Center to include an approximately 500 square foot staging area on the first floor and has agreed to pay additional monthly rent in the amount of Three Hundred Dollars (\$300.00) for the space, beginning August 1, 2022 and continuing through the term of the current Agreement.

NOW, THEREFORE, and in consideration of mutual terms, conditions, promises, covenants and payments hereinafter set forth, the Village and Vendor agree as follows:

Section 1: Section 4 of the Agreement is hereby modified and hereinafter shall read as follows:

4. Payments: The VENDOR agrees to pay VILLAGE \$963.00 (\$900.00 + 7% tax (\$63.00)) per month beginning on August 1, 2022 until September 1, 2023. VENDOR also shall submit to the VILLAGE all advance rent payments and damage deposits required in "Composite Exhibit A." Should the optional renewal periods be mutually agreed by the parties in accordance with Section 1, VENDOR agrees to pay the VILLAGE rent in the amount of \$963.00 per month until the Agreement expires, is otherwise terminated, or as otherwise agreed by the Parties.

The Village and Vendor hereby reaffirm their rights and obligations under the Agreement as modified by this Second Addendum. In the event of a conflict or ambiguity between the Agreement

and this Second Addendum, the terms and provisions of this Second Addendum shall control. This Second Addendum shall be attached to the Agreement and shall become a part thereof. All other sections of the Agreement shall remain in full force and effect as set forth in the Agreement and there shall be no changes to the Agreement with the exception of those items specifically set forth in this Second Addendum.

IN WITNESS WHEREOF, the parties have executed this Second Addendum on the date set forth above.

WITNESSES:

**EATS & TEAS HOLDING, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Tamara Sabatini

Title: President

Date: \_\_\_\_\_

WITNESSES:

**VILLAGE OF ROYAL PALM BEACH**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_