

VILLAGE OF ROYAL PALM BEACH

Agenda Item Summary

AGENDA ITEM: APPROVAL AND AUTHORIZATION FOR THE VILLAGE MANAGER TO EXECUTE THE FIRST ADDENDUM TO THE FOOD AND BEVERAGE SERVICES AGREEMENT WITH **EATS & TEAS HOLDING, LLC**, TO PROVIDE ADDITIONAL OFFICE SPACE ON THE FIRST FLOOR OF THE COMMONS PARK SPORTING CENTER FOR AN ADDITIONAL RENTAL FEE OF ONE HUNDRED DOLLARS (\$100.00) PER MONTH COMMENCING MAY 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 Vendor has requested use of additional office space on the first floor of the Commons Park Sporting Center for an additional fee of One Hundred Dollars (\$100.00) tax per month beginning May 1, 2022 and continuing for the duration of the Agreement. The Village and Vendor desire to enter into this First 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.

Initiator:	Village Manager	Agenda	Village Council
Director of Parks and Recreation	Approval:	Date:	Action:
		4-21-22	

FIRST ADDENDUM TO FOOD AND BEVERAGE SERVICES AGREEMENT

THIS FIRST ADDENDUM TO FOOD AND BEVERAGE SERVICES AGREEMENT ("First Addendum") is hereby entered into this ____ day of April, 2022, effective immediately, 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 Vendor has requested expansion of the existing space provided at the Commons Park Sporting Center to include additional office space on the first floor and has agreed to pay additional monthly rent in the amount of One Hundred Dollars (\$100.00) for the space, beginning May 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 1 of the Agreement is hereby modified and hereinafter shall read as follows:

1. Terms: Village and **VENDOR**, both hereby agree to enter into an agreement for the provision of **Food and Beverage Services** within the corporate limits of the Village in accordance with the Village Proposal Specifications attached hereto as Exhibit A. This agreement will commence on the 1st day of November and will end on September 30, 2023. Additionally, this Agreement may be renewed and extended for Four (4) additional, one (1) year terms for the same amount of monthly compensation, as stated below in Section 4, upon written agreement of both parties. If the Agreement is extended into Renewal Terms, then the VENDOR shall replenish the advanced rent deposits to the Village as required by "Composite Exhibit A" prior to commencement of the applicable Renewal Term.

Section 2: Section 4 of the Agreement is hereby modified and hereinafter shall read as follows:

4. Payments: The VENDOR agrees to pay VILLAGE \$642.00 (\$600.00 + 7% tax (\$42.00)) per month beginning on May 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 \$642.00 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 First Addendum. In the event of a conflict or ambiguity between the Agreement and this First Addendum, the terms and provisions of this First Addendum shall control. This First 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 First Addendum.

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

WITNESSES:

By: _____

Print Name: _____

EATS & TEAS HOLDING, LLC

By: _____

Print Name: Tamara Sabatini

Title: President

Date: _____

WITNESSES:

By: _____

Print Name: _____

VILLAGE OF ROYAL PALM BEACH

By: _____

Print Name: _____

Title: _____

Date: _____