

**FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER**

THIS FIRST AMENDMENT TO AGREEMENT FOR MANAGEMENT OF THE FORT KING TENNIS CENTER ("First Amendment") is entered into by and between **CITY OF OCALA**, ("City") a Florida municipal corporation, and **JASON WEISS VENTURES, INC.**, a for-profit corporation duly organized and authorized to do business in the state of Florida (EIN# 80-0003140) ("Contractor").

**WHEREAS**, on February 5, 2020, City and Contractor entered into an Agreement for Management of the Fort King Tennis Center (the "Original Agreement"), City of Ocala Contract Number: REC/190417 for a term of five (5) years, from February 1, 2020 to January 31, 2025; and

**WHEREAS**, City and Contractor now desire to extend the Original Agreement for the single additional five (5) year period available under the Original Agreement.

**NOW THEREFORE**, in consideration of each of the foregoing recitals and the following mutual covenants, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, City and Contractor agree as follows:

1. **RECITALS.** City and Contractor hereby represent and warrant that the Recitals set forth above are true and correct.
2. **INCORPORATION OF ORIGINAL AGREEMENT.** The Original Agreement between City and Contractor is hereby incorporated by reference as if set forth herein in its entirety and remains in full force and effect, except for those terms and conditions expressly amended by this First Amendment.
3. **EXTENSION.** The Original Agreement is hereby renewed for an additional five-year term beginning **FEBRUARY 1, 2025** and terminating **JANUARY 31, 2030**.
4. **NOTICES.** All notices, certifications or communications required by this First Amendment shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Contractor:	Jason Weiss Ventures, Inc. Attn: Jason Weiss 5445 SE 44 <sup>th</sup> Avenue Ocala, Florida 34480 PH: 352-229-2655 E-mail: <a href="mailto:jyice@yahoo.com">jyice@yahoo.com</a>
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If to City of Ocala:	Daphne M. Robinson, Esq., Contracting Officer City of Ocala 110 SE Watula Avenue, 3 <sup>rd</sup> Floor Ocala, Florida 34471 PH: 352-629-8343 E-mail: <a href="mailto:notices@ocalafl.gov">notices@ocalafl.gov</a>
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Copy to:

William E. Sexton, Esq., City Attorney  
City of Ocala  
110 SE Watula Avenue, 3<sup>rd</sup> Floor  
Ocala, Florida 34471  
Phone: 352-401-3972  
E-mail: [cityattorney@ocalafl.gov](mailto:cityattorney@ocalafl.gov)

- 5. **COUNTERPARTS.** This First Amendment may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.
- 6. **ELECTRONIC SIGNATURE(S).** Contractor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this First Amendment. Further, a duplicate or copy of the First Amendment that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original First Amendment for all purposes.
- 7. **LEGAL AUTHORITY.** Each person signing this First Amendment on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this First Amendment.

**IN WITNESS WHEREOF,** the parties have executed this First Amendment on

\_\_\_\_\_.

**ATTEST:**

**CITY OF OCALA**

\_\_\_\_\_  
Angel B. Jacobs  
City Clerk

\_\_\_\_\_  
Barry Mansfield  
City Council President

**Approved as to form and legality:**

**JASON WEISS VENTURES, INC.**

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\_\_\_\_\_

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

By: \_\_\_\_\_  
(Printed Name)

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

Title: \_\_\_\_\_  
(Title of Authorized Signatory)