

**LEASE AGREEMENT**  
**BETWEEN THE CITY OF GAINESVILLE AND**  
**THE HIPPODROME STATE THEATRE**

This Agreement made this 27th day of September, 1999\*, by the City of Gainesville, a municipal corporation existing under the laws of the State of Florida, hereinafter referred to as "LESSOR", and the Hippodrome State Theatre, a not for profit corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "LESSEE".

**WITNESSETH:**

**WHEREAS**, LESSOR owns a lot as hereinafter described, formerly housing the Old Post Office and Federal Courthouse located in Gainesville, Alachua County, State of Florida, hereinafter referred to as the "leased premises", and/or "Old Post Office Building", and

**WHEREAS**, LESSEE is engaged in the activities of encouraging a positive attitude towards the arts and the offering of live presentations of the performing arts, and

**WHEREAS**, LESSEE desires to obtain certain rights, in connection with the use of the leased premises, and the LESSOR is willing to grant and lease the same to LESSEE upon the terms and conditions hereinafter stated,

**NOW THEREFORE**, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable consideration, LESSOR does hereby grant and lease unto LESSEE, and LESSEE does hereby hire and take from LESSOR, certain premises, facilities, rights and privileged in connection with the leased premises and the improvements located thereon, as follows, to wit:

**ARTICLE 1 – LEASED PREMISES**

The LESSOR hereby leases to LESSEE and LESSEE hereby agrees to lease from LESSOR the following described land and improvements thereon as follows:

\* Date of City Commission approval



A lot of land one hundred and twenty feet (120') from East to West, by one hundred and fifty feet (150') from North to South, fronting on the south end of East Main Street and Magnolia Street (now known as Southeast 2<sup>nd</sup> Place) and bounded East and West by extensions of East Main Street (now known as Southeast 1<sup>st</sup> Street) twenty feet (20') and thirty feet (30') wide respectively, and bounded on the South by the continuations of said extensions, which are here brought together into a forty foot (40') extension of said East Main Street to Roper Street (now known as Southeast 4<sup>th</sup> Avenue) and being Lot 3 of Graham and Hampton's Subdivision of Lot 3 of the Oak Hall Plat as recorded in Plat Book "A", page 66 of the Public Records of Alachua County, Florida.

The above-described parcel of land lies in Section 5, Township 10 South, Range 20 East, City of Gainesville, Alachua County, Florida and contains 0.174 acres, more or less.

The land hereinabove described constitutes the Old Post Office Building and the area leased includes all floor space on each and every floor of the building. The LESSEE shall also be provided the right of ingress and egress.

#### ARTICLE 2 – PURPOSE AND USE

The purpose of this Lease and the uses that the LESSEE can make of the leased premises, subject to the conditions provided in this Lease Agreement, are essentially:

- A. Operate the theatre for the performing arts on a year-round basis.
- B. Make the theatre available to independent promoters for use on a rental basis as hereinafter provided for in this Lease
- C. Develop a working relationship with the City of Gainesville, Department of Cultural Affairs in order to exchange ideas and develop multiple dates for touring events, thus having a favorable effect upon tour costs and audience promotion.
- D. Provide specialized concessions that will set the theatre apart from the standard fare provided elsewhere.
- E. Sell alcoholic beverages and/or food only as incidental to appropriate presentations and offerings at the theatre.

#### ARTICLE 3 – TERM

It is the expressed intent of the parties to this Lease Agreement that this lease is a long-term lease with this the second term of 20 years. This Agreement shall be binding upon execution and the terms and rentals hereunder shall commence on July 1, 2000, the term of this Agreement shall thereafter continue for 20 years.

#### ARTICLE 4 – RENT

- A. The initial annual rental under this Lease Agreement shall be Two Hundred Fifty Thousand Dollars (\$250,000), payable not later than May 31<sup>st</sup> of such fiscal year. At

LESSEE's option, partial payments may be made as long as the total amount is paid prior to May 31<sup>st</sup> of each year.

Rent is considered delinquent if not paid in full by May 31<sup>st</sup> of each year and a late payment of \$25.00 per day will be assessed for each day for which a delinquency exists.

Payments shall be made to:

City of Gainesville  
Billings and Collections Division  
Mail Station #47  
P.O. Box 490  
Gainesville, FL 32602

- B. The rent payable hereunder shall be renegotiated for each five-year period of the term or extended term of this lease. Six months prior to the expiration of each five-year period the LESSOR and the LESSEE shall begin such renegotiations. For the purposes of such rent renegotiations, the LESSEE shall provide an audited statement of its gross revenues, by general categories, for the preceding five-year period, for its services provided and sales under this Lease Agreement.
- C. In renegotiating the annual rent either by increasing or decreasing the rent, the parties shall consider the following:
1. Improvements made by LESSEE or LESSOR to the leased premises during the preceding five-year period, which improvements will influence a decrease/increase in rent.
  2. The usage of the leased premises on a constant, continued and year-round basis and the number of presentations offered annually during the preceding five-year period, which usage and number of presentations will influence a decrease/increase in rent.
  3. The ability of the LESSEE to price events within reach of citizens in the community while at the same time managing the facility in such a way that little subsidy is needed, which ability and management will influence a decrease in rent.
  4. The change in the National Consumer Price Index over the preceding five-year period.

5. The fair market value for and reasonable rental to be received from the leased premises.

ARTICLE 5 – RENOVATION, REHABILITATION AND ADAPTIVE USE

The Old Post Office Building, which is an improvement situation on the leased premises as described in ARTICLE 1 and which is being leased pursuant to the provision of this Lease Agreement, is included in the National Register of Historic Places. It is contemplated that substantial renovation, rehabilitation and adaptive reuse will occur as a result of this Lease Agreement. In this regard it is the intent of the LESSOR and LESSER that the historical integrity of the Old Post Office Building will be maintained and that no renovative, rehabilitative or other alteration shall be made to the building which would jeopardize its continued inclusion in the National Register of Historic Places. To fulfill this intent, procedures to be adhered to, but shall not be limited to the following:

- A. Before any renovative or rehabilitative alteration or adaptive reuse is made a Historic Structures Report shall be completed on the building. This report when completed will be submitted to the Florida Division of Archives, History and Records Management (DAHRM) for approval and will document the historically significant architecture, materials and workmanship. The report will be made by a professional with training and experience in restoration, adaptive reuse work and investigation of available historical materials.
- B. Any and all alterations shall be based on the approved Historic Structures Report and shall be reviewed and approved by the LESSOR and the State DAHRM prior to any alteration. These alterations shall be in compliance with the Standards for Historic Preservation Projects with Guidelines for Applying the Standards, Secretary of Interior, United States Department of Interior Heritage Conservation and Recreation Service, 1979, or later edition.
- C. As soon as the Architect has prepared site plans, floor plans, elevation drawings and other plans indicating the preservation work to be accomplished in the current project phase, copies thereof shall be forwarded to the LESSOR and the State DAHRM for appropriate review and approval.
- D. The long-range rehabilitative plan, preferably in a form suitable for use as construction bid documents and specifying the materials and methods to be used and in what

construction phases shall be submitted to and approved by the State DAHRM and the United States Secretary of Interior as a certified rehabilitation.

- E. Use of definitions prepared by the Secretary of Interior, United States Department of Interior for treatments that may be undertaken on historic properties listed in the National Register of Historic Places.

Except to the extent hereinafter indicated, the renovation and rehabilitation of the Old Post Office building including the selection of architects and contractors, both local and otherwise, shall be the sole right and responsibility of the LESSEE with the assistance of consultants from the National Endowment for the Arts and the Foundation for the Expansion and Development of the American Professional Theatre and the State DAHRM. The design of the performance and audience seating areas shall be under the exclusive direction of the above and other selected experts. Except as hereinafter provided, as to any other renovation or rehabilitation plans, the LESSOR and the State DAHRM, at its option, may review and provide comment on such plans.

LESSOR shall have the right to either modify or reject plans which (1) alter the external façade of the building, or (2) when related to the historical integrity or importance of the building as documented by an approved Historic Structures Report and as contained in the certified rehabilitation/restoration plans, which alter either the interior or exterior of the building. LESSOR understands that the subject building is being renovated and rehabilitated into a performing arts facility, that experts knowledgeable in theatre arts and historic preservation and builders and architects knowledgeable in those endeavors will be used and that consent to proceed under their advice shall not be unreasonable withheld.

As relates to the aforementioned renovation, rehabilitation and adaptive reuse, LESSOR will expedite all actions and/or procedures required of LESSOR.

As regards expenditures by LESSEE in the renovative and rehabilitative process of the leased premises, LESSEE will comply with the terms of the challenge grant of \$175,000.00

#### ARTICLE 6 – MAINTENANCE

LESSEE accepts the leased premises without any further responsibility on the part of the LESSOR to make any modifications to accommodate the needs or desires of the LESSEE. LESSEE acknowledges the historic significance of the leased premises and specifically agrees to take care in protecting the historic and architectural integrity of both the interior and exterior of

the building. No structural changes or other modifications or alterations shall be made without the prior written permission of the LESSOR and no actions shall be taken to detract from the premises' historic and architectural integrity.

LESSEE specifically agrees that the proceeds of any facility grants received by LESSEE will be disbursed in accordance with the needs of the facility, as mutually agreed upon by the parties in writing.

- A. EXTERIOR – LESSEE shall be responsible for maintenance of the roof, exterior walls and structure, parking areas, grounds and landscaping, including irrigation of the leased premises. LESSEE shall be responsible for exterior cleaning, removal of trash and debris, repair of broken windows, keeping the building free of graffiti, minor repairs caused by vandalism, repair of light fixtures, and general exterior maintenance and neat appearance.
- B. INTERIOR – LESSEE shall be responsible for maintenance of the interior portion of the leased premises to include basic janitorial-type services in the public areas and offices, floor care, painting and wall service, repair of light fixtures, removal of trash and debris so as not to cause any fire or other hazards, and general safety measures to minimize potential problems and to prevent holes, exposed wires, accumulation of water from leaks and open windows, and the like.
- C. OPERATIONS – LESSEE shall keep props, sound equipment and any other equipment used in the operation of the theatre in such a way that they do not present a hazard to the public in general and keep the public areas and interior of the building free from defacement.
- D. CONCESSION STAND – LESSEE shall keep the area clean, sanitary and as required by the rules and regulations of the Health Department and keep all appliances, if any, in good working order.
- E. SYSTEMS – LESSEE shall be responsible for maintaining the plumbing, electrical, fire alarm, sprinkler system, heating and air conditioning systems in good working order and secure the air conditioners in such a way as not to create hazards or the buildup of condensation on floors or in other areas where such would create a hazard, provide fire extinguishers and replace as required.

The only exception shall be that LESSOR will perform a routine annual maintenance on the heating and air conditioning systems and maintain an annual service contract on the elevator as needed to remain in compliance with State of Florida Elevator Codes. All other maintenance will continue to be LESSEE's responsibility.

- F. LESSOR shall have the right to enter the leased premises for the purpose of inspecting the same. Inspections shall be made by the LESSOR's authorized representative at least quarterly, and at any other time when the leased premises are in need of repairs. The City Manager shall appoint such inspector and notify the LESSEE in writing of such appointment.
- G. If any inspection by LESSOR reveals that LESSEE has failed to properly maintain the premises and make minor repairs as provided for herein, LESSEE shall be considered in default. LESSOR shall notify LESSEE of such default in writing and LESSEE shall be entitled to a period of ten days in which to cure said default. If the default is not cured within the ten-day period, LESSOR may at LESSEE's expense, cause such repairs to be made. Payment by LESSEE for such repairs shall not come from any grant funds from LESSOR to LESSEE.

#### ARTICLE 7 - OWNERSHIP OF IMPROVEMENT

It is agreed that title to all fixed improvements constructed hereafter on the leased premises by the LESSEE shall at all times during the term of this Agreement remain with the LESSEE. Upon termination, whether by expiration of the term, cancellation or forfeiture, said improvements shall become the property of the LESSOR. Title to all buildings on the leased premises shall be considered to be with the LESSOR, until termination of this Agreement. The following shall not be considered fixed improvements:

- a. Stage lighting equipment and sound systems.
- b. Light grid system.
- c. Sound and lighting booth paraphernalia, e.g. dimmers, amplifiers, tape systems, etc.
- d. Seating platforms and attached variable seats.
- e. Portable appliances purchased and installed by LESSEE, e.g. refrigerators, freezers, ice machines and appliances incorporated in a bar and serving area. This section is not intended to list all items.



#### ARTICLE 8 – UTILITY CHARGES

The LESSEE agrees to pay for all utilities consumed on the leased premises, as well as its own water, sewer, and garbage pickup. Electricity and water consumption shall be metered through instruments fixed in place. Any expense for installation of meters or for connection or similar charges and any additional capital cost for utility improvements or repairs shall be paid by LESSEE.

#### ARTICLE 9 – QUIET ENJOYMENT

LESSOR agrees that, on payment of the rent and performance of the covenants and agreements on the part of LESSEE to be performed hereunder, LESSEE shall peaceably have and enjoy the leased premises, its appurtenances and facilities granted herein.

#### ARTICLE 10 – TERMINATION PRIOR TO EXPIRATION

- A. The LESSOR shall have the right to terminate this Lease Agreement in whole or in part upon the occurrence of any of the following events:
1. Failure on the part of the LESSEE to pay rent.
  2. Filing by or the final adjudication against the LESSEE of any petition of bankruptcy or the making of any transfer or general assignment for the benefit of creditors which has not been previously authorized by the LESSOR.
  3. The failure of the LESSEE to perform or keep or observe any of the terms, covenants, and conditions which it is obligated to perform, keep or observe under this lease after the expiration of any period of warning or ultimatum given by the LESSOR to the LESSEE to correct any deficiency or default.
  4. The abandonment of the leased premises or discontinuance of the business operations.
  5. The failure of the LESSEE to abide by the terms of any law governing its business or operations under this lease.
- B. In the event of default on any of the above, LESSOR shall give the LESSEE written notice specifying with particularity the nature of the alleged default or other ground for termination. The LESSEE shall have 15 days from the receipt of said notice to correct any default; and the failure to so correct the default within 15 days shall result in absolute termination.

#### ARTICLE 11 - RATES AND PRICES

All rates and prices shall be established by the LESSEE. However, they shall be fair and reasonable and in no case exorbitant and shall be subject to review by the LESSOR. Reasonableness and fairness of prices shall be determined by whether they are comparable to prices charged by other regional professional theatres throughout the United States.

#### ARTICLE 12 - COMMUNITY USE

During each 12 month period beginning July 1, 2000, 12 days will be allocated for City or Community use of the main stage or the second stage, if appropriate, the scheduling of which will be determined by LESSEE in conjunction with the City of Gainesville, Department of Cultural Affairs. The aforementioned 12 days will be fairly and equitably apportioned between the City and the Community groups desiring use of one or more of the days. Additional performance days will be given by LESSEE when available, which availability will not be unreasonably withheld.

As a guide, requests for scheduled use of the leased premises for any of the aforementioned 12 performance days shall be made one year in advance. The schedule granted by the LESSEE shall ensure use during the period of peak audience appeal for the groups requesting facility use.

Any person or agency using the main stage during the 12 days allocated for City or Community use will pay LESSEE a daily fee of \$100.00 for performance days and a daily fee of \$75.00 for rehearsal days, which are apart from performance days. Daily performance fee and rehearsal fees will be equal to the actual operating cost of the space used. Any person or agency using the facility beyond the aforementioned 12 days must arrange for use with LESSEE. A reasonable daily fee for facility use beyond the aforementioned 12 days will be established by the LESSEE.

#### ARTICLE 13 - ASSIGNMENT AND SUBLETTING

LESSEE shall not at any time assign this Agreement or any part thereof, nor sublet all or any portion of the leased premises herein without written approval of LESSOR which approval shall not be unreasonably withheld, provided that the foregoing shall not prevent the assignment of this Agreement to any solvent corporation with which LESSEE may merge or consolidate, or which may succeed all or any portion of the business of LESSEE.

#### ARTICLE 14 – DEFINITION OF TERMS

Whenever the term “person” and “persons” are used in this Lease Agreement, they shall be construed as including individuals, firms, corporations and other legal entities.

#### ARTICLE 15 – SIGNS, IDENTIFICATION AND DEDICATION

While complying with all pertinent ordinances of the LESSOR, the LESSEE shall propose to the LESSOR for final approval, a name or change of name for the theatre in the leased premises. The same procedure shall be followed regarding any changes in names or signage for the exterior of the leased premises and the dedication of rooms honoring or in the memory of theatre benefactors.

#### ARTICLE 16 – PAYMENTS OF TAXES

The LESSEE shall be liable for any and all taxes, penalties and interest herein assessed, levied, or charged by any governmental agency against the leased premises and the LESSEE’s tangible personal property situated on the LESSEE’s premises. However, LESSEE shall not be deemed in default of this obligation pending the outcome of any legal proceeding by it contesting such tax liability.

#### ARTICLE 17 – LIABILITY INSURANCE

The LESSEE assumes all risk incident to or in connection with its operation of the lease and shall be solely responsible to defend all claims arising from accidents or injuries to persons or property occurring on the site of his operations and shall indemnify, defend and save harmless the LESSOR, its authorized agents and representatives from any and all penalties for violation of any law, ordinance or regulation affecting or having application to his operations and from any and all claims, suits, losses or damages for injuries to persons and property of whatever kind and nature arising directly or indirectly out of its operations and resulting from an act or omission of the LESSEE, its agents, employees or customers. In regard to the foregoing, LESSEE at its own expense shall take out and carry in effect throughout the term of this lease a standard form policy or policies of insurance in the amount of \$1,000,000.00 for each occurrence covering both bodily injury and property damage liabilities and shall include LESSOR as an additional insured in said policy or policies of insurance. The LESSEE agrees to furnish the LESSOR a Certificate or Certificates of Insurance from the insurance carrier evidencing coverage of LESSEE’s operations for the period of the policy and indicating the type, kind and amount of insurance in effect. Certificate shall provide for a notice to the LESSOR 30 days prior to cancellation.

ARTICLE 18 – FIRE LOSS AND INSURANCE

The LESSEE shall replace any buildings or facilities destroyed by fire and return them to pre-damage condition so that the replacement will be equivalent in value to the original facilities. The LESSEE shall permit a proportionate abatement of rent during a reasonable time for the repair or replacement of such buildings or facilities. The LESSEE agrees to supply at its own cost and expense fire and extended coverage of at least 80% of the value of the leased premises with insurance companies licensed to do business in the State of Florida or state insurance fund if one is established.

ARTICLE 19 – INSPECTION BY LESSOR

LESSOR may enter upon the premises now or hereafter leased exclusively to LESSEE hereunder at any reasonable time for any purpose necessary; incidental to or connected with the performance of its obligations hereunder, or in the exercise of its governmental functions.

ARTICLE 20 – SECURITY AND PROTECTION OF PREMISES

The LESSOR shall provide reasonable security to the premises in the form of lighting and routine police patrol. The LESSEE will be responsible for taking reasonable security and protection precautions for entry to the building and furnishing or other properties. The LESSEE will carry its own insurance coverage of contents of building and will afford the same protection to LESSOR's owned furnishings or contents as its own. The LESSOR shall not be liable for damage to, nor loss of, LESSEE's property on the leased premises, for any reason. Actions or conduct of LESSEE's clients, visitors, or employees shall be the sole responsibility of the LESSEE.

ARTICLE 21 – UNLAWFUL USES NOT PERMITTED

The LESSEE shall not permit any unlawful use of the leased premises.

ARTICLE 22 – NON-DISCRIMINATION

The LESSEE for itself, its personal representative, successors in interest and assigns, as part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land that:

- A No person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities.

- B. That in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, denied the benefits of, or otherwise be subjected to discrimination.

ARTICLE 23 - INDEMNIFICATION

- A. The LESSEE agrees to indemnify fully and save and hold harmless LESSOR, its officers, agents and employees from and against all loss of damages, claims, liabilities and causes of action of every kind, character and nature as well as costs and fees, including reasonable attorneys' fees connected therewith and the expense of any investigation thereof based upon or arising out of damages or injuries to third persons or their property to the extent they are caused by the negligence of the LESSEE, its officers, agents or employees. LESSOR shall give the LESSEE prompt and reasonable notice of any such claims or actions and the LESSEE shall have the right to investigate, compromise, and defend the same to the extent of its own interest.
- B. The LESSOR agrees to indemnify fully and save and hold harmless LESSEE, its officers, agents and employees from and against all loss or damage, claims, liabilities, causes of action of every kind or character and nature as well as costs and fees including reasonable attorneys' fees connected therewith and the expenses of the investigation thereof based upon or arising out of damages or injuries to third persons or their property to the extent caused by the negligence of the LESSOR. The LESSEE shall give to the LESSOR prompt and reasonable notice of any such claims or actions and the LESSOR shall have the right to investigate, compromise and defend the same to the extent of its own interest.
- C. The LESSEE agrees to carry and keep the force comprehensive general liability insurance covering personal injury and property damage and such other insurance as may be necessary to protect the LESSOR herein from such claims and actions set forth in the above indemnity clause. The LESSEE shall furnish the LESSOR with proper certification that such insurance is in force and will furnish additional certificates as evidence of changes of such insurance.

ARTICLE 24 - WAIVER OF PERFORMANCE

Failure of the LESSOR to insist in any one or more instances upon a strict performance by the LESSEE of any of the provisions, terms, covenants, reservations, conditions or stipulations herein shall not be deemed to have been made, in any instance, unless specifically expressed in writing by the LESSOR as an amendment to this lease.

ARTICLE 25 - NOTICES

Notices to LESSOR provided for herein shall be sufficient if sent by registered mail, postage prepaid to: City Manager, City of Gainesville, Mail Station #6, P.O. Box 490, Gainesville, FL. 32602.

Notices to LESSEE, if sent by registered mail, postage prepaid, addressed to: Hippodrome State Theatre Administration, 25 Southeast 2<sup>nd</sup> Place, Gainesville, FL. 32601, or to such other respective addresses as the parties may designate to each other in writing from time to time.

ARTICLE 26 - PARAGRAPH HEADINGS

The paragraph headings contained herein are for convenience of reference and are not intended to define or limit the scope of any provision in this lease.

ARTICLE 27 - LITIGATION EXPENSES

In the event either party is required to enforce any of the terms of this Agreement against the other party, the defaulting party shall pay all costs and expenses applicable thereto, including reasonable attorneys' fees, whether initial court, appellate court or any other proceeding.

ARTICLE 28 - CONSTRUCTION OF AGREEMENT

This Agreement is made in and shall be construed in accordance with the laws of the State of Florida. All duties, obligations and liabilities of LESSOR and LESSEE with respect to the leased premises are expressly set forth herein and this Agreement can only be amended in writing and agreed to by both parties.

ARTICLE 29 - RECORDING

This Agreement when executed and delivered will be recorded in the Public Records of Alachua County, Florida, and cost of said recording shall be paid for by LESSOR.

ARTICLE 30 - SEVERABILITY OF CLAUSES

In the event that any clause or any of the terms or conditions of this lease are held to be invalid for any reason, all other clauses or terms and conditions shall remain in full force and effect as set out herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and affixed their seals on this, the day and year first written above.

WITNESS:

Quincy Rucker  
Title: Admin Assistant

CITY OF GAINESVILLE, FLORIDA

Marce Owens  
Title: City Manager

WITNESS:

Henry Oblet  
Title: Facilities Director

HIPPODROME STATE THEATRE

Ken. Mayer  
Title: Ken. Mayer

APPROVED AS TO FORM AND LEGALITY  
By Patricia M. Carter  
Patricia M. Carter, Asst. City Atty.  
City of Gainesville, Florida

COPY





**FIRST EXTENSION TO THE CONTRACT  
BETWEEN THE CITY OF GAINESVILLE AND  
THE HIPPODROME STATE THEATRE**

THIS AGREEMENT is made and entered into this 9th day of September, 2002, by and between THE CITY OF GAINESVILLE, FLORIDA, a municipal corporation (hereinafter referred to as "CITY"), and THE HIPPODROME STATE THEATRE (hereinafter referred to as "LESSOR").

WHEREAS, the CITY and LESSOR have previously entered into a 20 year agreement for the "leased premises" known as the "Old Post Office Building" dated September 27, 1999, for the period July 1, 2000, through July 1, 2020, and

WHEREAS, the CITY and LESSOR desire to continue the agreement with an additional 5 years through, July 1, 2025,

NOW, THEREFORE, the parties hereto agree as follows:

1. LESSOR will continue to provide the services described in the agreement dated September 27, 1999, during the period of July 1, 2020, through July 1, 2025, subject to the same terms and conditions.
2. This extension, when executed, together with the original contract, constitute the entire contract between the parties.

WITNESS:

Nancy E. Stuart  
Title: Secretary

HIPPODROME STATE THEATRE

Mark West  
Title: Gen. Manager

WITNESS:

Jimmy Hogenboom  
Title: Deputy Assistant

CITY OF GAINESVILLE:

Wayne Bowen  
CITY MANAGER

This form Document No. P99-0132 is a legal instrument approved by the City Attorney. Any deviations from its intended use should be authorized by the City Attorney.

