

**EXTENSION AND AMENDMENT TO AGREEMENT FOR OPERATION OF THE
CITY OF COSTA MESA TENNIS CENTER**

This Extension and Amendment (“Amendment”) is made and entered into this ____ day of _____, 2005, by and between the City of Costa Mesa, a California municipal corporation and Hank Lloyd’s Orange County Tennis, Inc., (“Lessee”).

RECITALS

WHEREAS, City and Lessee entered into an agreement dated February 9th 1998 in which City agreed to lease to Lessee certain City park property located at TeWinkle Park in Costa Mesa, California (the “Agreement”);

WHEREAS, the term of the Agreement was a five year period; and;

WHEREAS, Section 2.03 of the Agreement allows Lessee to extend the term of the Agreement for two additional five-year periods, provided that the City receive written notice at least 60 days prior to the expiration of the existing term; and

WHEREAS, the expiration of the original term of the Agreement was February 8, 2003; and

WHEREAS, on November 26, 2002, the City received written notice of Lessee’s exercise of the option to extend the term of the Agreement for an additional five year period; and

WHEREAS, the parties now wish to acknowledge that the term of the agreement has been extended for an additional five years; and

WHEREAS, the parties also wish to amend the terms and conditions of the Agreement.

NOW, THEREFORE, City and Lessee agree to the following terms and conditions:

1. Unless terminated under other provisions of the Agreement, the term of the Agreement shall be extended, effective May 1, 2005, for one additional five-year period, ending on April 30, 2008.

2. Section 1.04 and Section 6 of the Agreement are hereby stricken in their entirety and their provisions shall not apply to the term of the extended Agreement.

3. The last sentence of Section 3.02B is amended to read as follows:

Lessee shall be responsible for maintenance of the courts, including washing the courts, nets, center straps, windscreen as well as replacing the nets, center straps and windscreens and resurfacing the courts when deemed necessary by CITY.

4. Section 7.01 shall be amended to read as follows:

Lessee warrants that it shall perform the services required by this Agreement in compliance with all applicable federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; payment of prevailing wages pursuant to California Labor Code Section 1720 et seq.; and all other federal, state and local laws and ordinances applicable to the services required under this Agreement. Lessee shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Lessee's performance under this Agreement.

5. All other provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, City, by order of its City Council, has caused this Amendment to be executed on its behalf by the Mayor of the City, and Lessee has caused this Amendment to be executed by its officers.

CITY OF COSTA MESA,
a municipal corporation

HANK LLOYD'S ORANGE
COUNTY TENNIS, INC.,

By _____
Mayor

By: _____

Title: _____

COPY

ATTEST:

APPROVED AS TO FORM:

Deputy City Clerk and ex-officio
Clerk of the City of Costa Mesa

City Attorney