

**SECOND AMENDMENT TO
FACILITIES USE AGREEMENT FLOCK FITNESS, LLC**

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 20____, and is to that certain Agreement made and entered into on the 13th day of February 2024, as amended on the 10th of December 2024, between **FLOCK FITNESS, LLC**, whose address is 2594 Forfarshire Drive, Winter Park, Florida 32792, in this Amendment referred to as “USER”, and **SEMINOLE COUNTY**, a charter county and political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 E. 1st Street, Sanford, Florida 32771, in this Amendment referred to as “COUNTY”.

W I T N E S S E T H:

WHEREAS, USER and COUNTY entered into the above referenced Agreement on February 13, 2024, as amended on December 10, 2024, to provide recreational fitness classes at Red Bug Lake Park; and



WHEREAS, the parties desire to amend the Agreement in order to update the term and to include Greenwood Lakes Park as an additional location for USER to operate its recreational fitness class.

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained in this Amendment, the parties agree to amend the Agreement as follows:

1. Section 1 of the Agreement is hereby amended to read as follows:

Section 1. Right of Use. COUNTY hereby grants USER the non-exclusive right to use the facilities located at Greenwood Lakes Park and the following facilities at Red Bug Lake Park and Sylvan Lake Park: pavilions, shell jogging path, sand volleyball court, open area by pavilion, large pavilion at the park office, racquetball courts and basketball courts numbers one (1) and two (2). Facilities at Red Bug Lake Park that are not included in this Agreement include the athletic fields,

tennis courts, and basketball courts numbers three (3) and four (4). USER may use Greenwood Lakes Park, Red Bug Lake Park, and Sylvan Lake Park facilities Monday through Friday from 8:00am to 2:00pm for Baby Boot Camp classes for adults and children. A park supervisor or designee must approve, in advance and in writing, the use of facilities for special events and weekends. This right of use shall be year-round and shall be contingent upon USER's compliance with all the terms and conditions of this Agreement.

2. Section 6 of the Agreement is hereby amended to read as follows:

Section 6. Term. Notwithstanding the date of execution, the term of this Agreement shall be from February 13, 2025 to February 13, 2027 with the right to renew for one (1) additional year upon the conclusion of the initial term and upon written agreement of COUNTY and USER.

3. Except as modified by this Second Amendment, all terms and conditions of the original Agreement, as previously amended, remain in full force and effect for the term of the Agreement.



[Remainder of page intentionally left blank. USER signatures on following page.]

IN WITNESS WHEREOF, the parties have executed this Second Amendment for the purposes stated above.

FLOCK FITNESS, LLC

Witness

Print Name

By: _____
LAUREN R. KENNEDY, Manager

Date: _____

Witness

Print Name



[Signatures and attestations continued on the following page.]

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

GRANT MALOY
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

For the use and reliance
of Seminole County only.

Approved as to form and
legal sufficiency.

County Attorney

RM/kly

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By: _____
ANDRIA HERR, Chairman

Date: _____

As authorized for execution by the Board of
County Commissioners at its _____
20____, regular meeting.