



STANDARD

Contract Routing Cover Sheet

Please print and attach to your document

You can view the status of your contract using the [Contract Tracking Status Page](#).

Routing Number	20210201-7634		
Originating Dept	Parks & Recreation		
Contact Person	Charlotte O'Donnell	Phone Number	7203018376
Project Manager / Contract Administrator	Stepahnie Munro	E-mail	munroS@bouldercolorado.gov
Counter Parties	LandLoch Boulder LLC		
Contract Title / Type	2nd Amendment to Restaurant Lease		
Number			
Description	Amending to clarify COVID impacts to original operations agreement. The COI will be collected upon opening in May 2021, per our emails with Sandra.		
Special Instructions			
Amount		Expense Type	

• Dept. Head Signature 

NOTE; Originating Department: Identify with a check mark all areas document needs to be routed.

- Purchasing _____
- Budget _____
- Sales Tax _____
- CAO  _____
- City Manager _____
- Central Records _____

**SECOND AMENDMENT TO FEBRUARY 18, 2020
RESERVOIR RESTAURANT LEASE**

This Second Amendment to the February 18, 2020 Reservoir Restaurant Lease (the "Lease") is made as of the 1 day of February 2021, by and between the City of Boulder, Colorado, a Colorado home rule city (the "City"), and LandLoch Boulder, LLC, a Colorado limited liability company ("Tenant"). The City and Tenant may hereinafter be referred to as a "Party" or collectively as the "Parties."

A. The Parties entered into a Lease dated February 18, 2020, which anticipated that Tenant's first full season of operations would commence in May 2021. Due to the COVID-19 pandemic and other factors, the Parties agreed to amend the Lease on October 30, 2020 to clarify the term, rent, common area maintenance, the scope of services, the responsibilities of the City, and the ancillary uses and exterior space.

B. The Parties wish to amend the terms of the Lease for a second time to revise the description of the Premises, clarify Tenant's responsibilities with regard to the service of alcohol and the granting of use of the Premises, and further clarify the promises and obligations of the Parties. Changes shall be denoted in bold and underlined.

NOW THEREFORE, in consideration of the promises and obligations set forth below, the Parties agree to amend the Lease as follows:

1. Exhibit A is stricken and replaced by a new Exhibit A, attached hereto and incorporated herein by this reference.

2. Section 5.C. of the Lease is amended to read in its entirety as follows:

5.C. The Parties agree that Tenant may utilize the leasehold area and exterior space for private events, as reserved by guests and clients of Tenant, evenings after 6:00 p.m. Memorial Day to Labor Day and anytime Labor Day to Memorial Day ("Private Party Bookings" or "booking") **so long as Tenant is the only entity serving alcohol. Tenant must provide food while alcohol is served, but may permit others to provide food for the private event so long as Tenant maintains exclusive possession and control of the kitchen. Only Tenant's food sales shall be used to meet its food service requirements.** Prior to 6:00 p.m. during the Season, the space is to be available for general public usage. Notice of each such booking shall comply with all relevant local and state ordinances, and be immediately communicated to the Boulder Reservoir's Point of Contact and no less than seven (7) business days prior to a scheduled event and will include:

- Anticipated guest count maximums;
- Anticipated number of vehicles and whether special vehicle access shall be requested;
- Number and specific hours of event, including load in/load out;
- Anticipated use and duration of amplified sound;

- Anticipated service of alcoholic beverages, as applicable, and
- Subject to written city approval, any request for alternative hours or access associated with the event.

3. Section 5.E. of the Lease, is stricken and replaced with the following:

5.E. Tenant may from time to time, in accordance with the lease terms and without inhibiting public access to the premises as outlined, provide other vendors permission to use portions of the premises in order to provide alternative food options so long as Tenant is present and operating at all times that vendors are present. Tenant must maintain possession and control of premises at all times. In addition, pursuant to state liquor laws, Tenant if granted a liquor license, is the only entity on the Premises legally allowed to serve alcohol. If granted a hotel and restaurant liquor license, Tenant must, while serving alcohol, also provide meals between the hours of 8 a.m. and 8 p.m. and meals and light snacks and sandwiches after 8 p.m. Vendors may, with permission of the Tenant, include outside caterers, food trucks, or other vendors. Food trucks may be allowed as vendors so long as they are not prohibited by local law and follow city requirements. Vendor's food sales are meant to supplement and not replace Tenant's liquor license food requirements and may not be used to meet Tenant's food service requirements or calculate meal percentages. The terms of the lease and the associated documents supersede any right to allow a vendor use of the Premises.

Tenant shall retain 100% of Tenant's proceeds from permitting vendors to use any portion of the Premises and agrees that if Tenant is granted a liquor license, the licensed premises remains Tenant's responsibility and Tenant shall be fully responsible for all acts or omissions of any such vendors. Furthermore, Tenant shall require that Vendors maintain the insurance coverages required in Section 6 of the Agreement and provide Tenant with certificates of insurance evidencing such coverage. Tenant, in turn, shall make such certificates of insurance available to the City.

4. Except as amended herein, the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties to this Second Amendment have caused it to be executed by their authorized officers as of the day and year above first written. This Second Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same

[SIGNATURE PAGE FOLLOWS]

CONTRACTOR

By: [Signature] Josh Dinar
Title: MANAGING MEMBER

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Acknowledged before me, a notary public, this 29th day of January 2021, by
Joshua Dinar, as Contractor.

Witness my hand and official seal.
My commission expires:

[Signature] Christina Veltri
Notary Public



CITY OF BOULDER

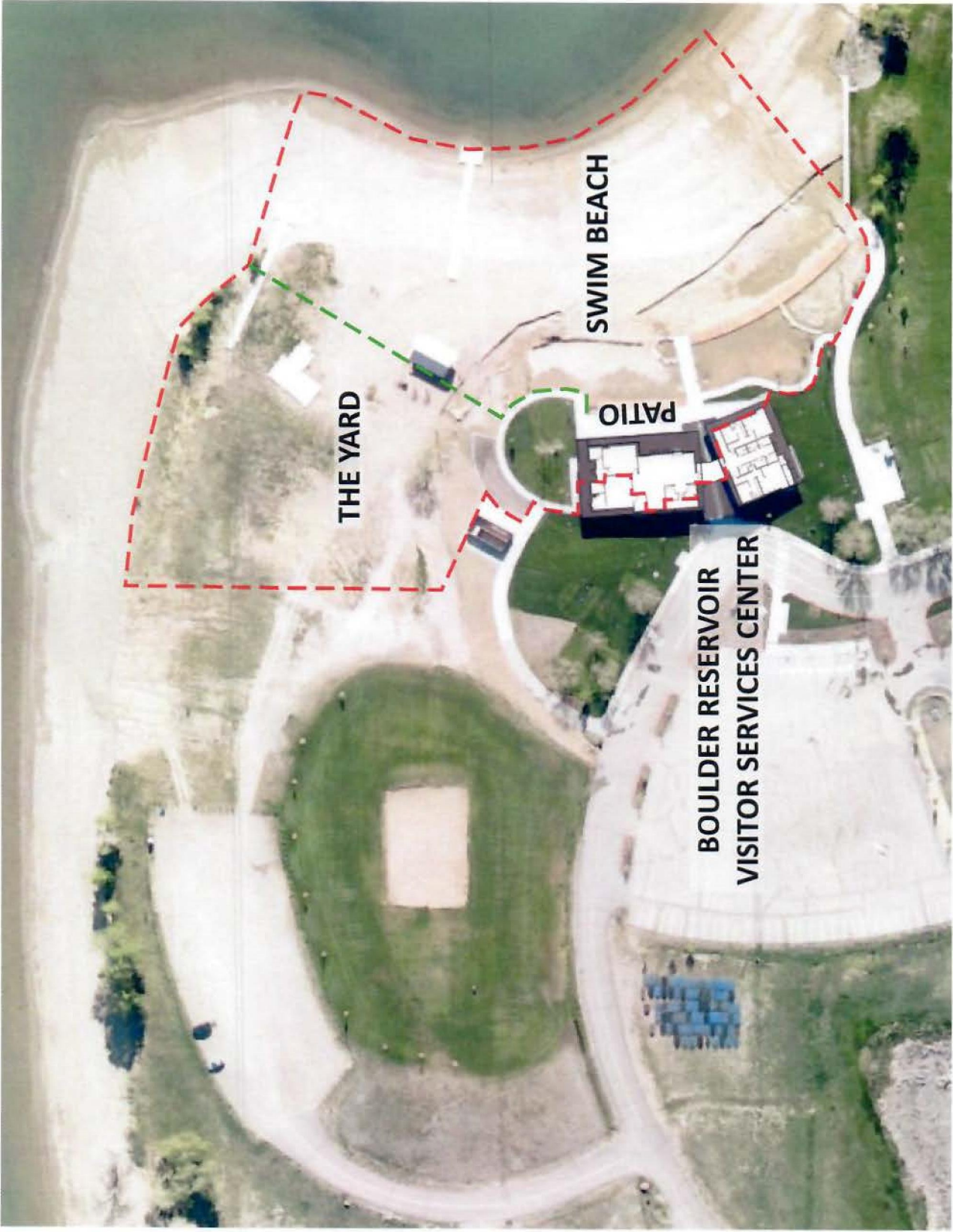
[Signature]
City Manager

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney's Office



THE YARD

SWIM BEACH

PATIO

BOULDER RESERVOIR
VISITOR SERVICES CENTER