

**THIRD AMENDMENT TO THE LEASE AGREEMENT BETWEEN  
THE CITY OF NEW PORT RICHEY, FLORIDA AND  
THE WEST PASCO CHAMBER OF COMMERCE, INC.**

THIS THIRD AMENDMENT is made this 2<sup>nd</sup> day of January 2019 (“Effective Date”) by and between the CITY OF NEW PORT RICHEY, FLORIDA, a Municipal Corporation, hereinafter referred as to "CITY" and THE WEST PASCO CHAMBER OF COMMERCE, INC., a Florida non-profit corporation, hereinafter referred to as "CHAMBER."

WHEREAS, CHAMBER is the current lessee of certain premises located at 5443 Main Street, New Port Richey, Florida by virtue of certain amendments and assignments of lease agreements by and between the CITY and CHAMBER, dating back to December 8, 1971 and amended as needed over the years; and

WHEREAS, on March 18, 2014, the CITY and CHAMBER entered into a new Lease Agreement which terminated and replaced any and all prior Lease Agreements; and

WHEREAS, the Lease Agreement was amended on May 2, 2017 to extend the term of the agreement and address an increase in rent paid by the CHAMBER; and

WHEREAS, the Lease Agreement was amended on May 2, 2018 to extend the term of the agreement and address an increase in rent paid by the CHAMBER; and

WHEREAS, per the provisions set forth in Section 16 of the new Lease Agreement, amendments may be made by only by written agreement of both parties; and

WHEREAS, it is the desire of the CITY and CHAMBER to once again amend the current Lease Agreement in order to provide for repayment of unpaid rent due and unpaid by the CHAMBER.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the CITY and the CHAMBER hereby agree as follows:

1. RECITALS

The parties acknowledge that the above recitals are true and correct and incorporated herein by reference.

2. UNPAID RENT

The CHAMBER acknowledges that rent and other charges in the amount \$8,484.20 is due and unpaid to the CITY.

3. REPAYMENT

Commencing February 1, 2019, the CHAMBER shall pay the CITY the sum of \$1,000.00, on the first day of each month to satisfy the unpaid rent and other charges provided in section 2 hereof, until paid in full.

4. RENT

During the repayment period and thereafter the CHAMBER shall continue to make all payments of Rent in the amount of \$400.00 per month and other charges due to the CITY under the Lease.

5. DEFAULT

So long as the CHAMBER makes all payments required under this Third Amendment to the Lease Agreement, the CHAMBER shall not be in default of the Lease for non-payment of rent. Nothing contained herein shall be deemed to authorize or waive any other default under the Lease, and any default hereunder shall constitute a default under the Lease.

6. All other provisions set forth in the current Lease Agreement, as amended, remain unchanged and are in full force and effect.

IN WITNESS WHEREOF, the parties have set their hands and seals this 2<sup>nd</sup> day of January, 2019.

ATTEST:

FOR THE CITY OF NEW PORT RICHEY:

\_\_\_\_\_  
Judy Meyers, City Clerk

\_\_\_\_\_  
Rob Marlowe, Mayor-Council Member

\_\_\_\_\_  
Date

FOR THE WEST PASCO CHAMBER OF  
COMMERCE:

\_\_\_\_\_  
Date

by \_\_\_\_\_  
its President

APPROVED AS TO FORM AND LEGALITY FOR THE SOLE USE AND RELIANCE OF  
THE CITY OF NEW PORT RICHEY, FLORIDA:

\_\_\_\_\_  
Timothy P. Driscoll, City Attorney