

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

THIS FOURTH AMENDMENT TO LEASE AGREEMENT is made this ____ day of October, 2020 (“Effective Date”) by and between the CITY OF NEW PORT RICHEY, FLORIDA, a Municipal Corporation, (hereinafter referred as to “CITY”) and THE GREATER PASCO CHAMBER OF COMMERCE, INC. (as successor in interest to The West Pasco Chamber Of Commerce, Inc., hereinafter “West Pasco”), a Florida not-for-profit corporation, (hereinafter referred to as “CHAMBER”).

WHEREAS, CITY entered into a lease agreement with West Pasco on March 18, 2014 for the lease of the property located at 5443 Main Street, New Port Richey, Florida, owned by CITY (hereinafter “Lease”), replacing all prior lease agreements between the parties;

WHEREAS, on September 25, 2020, West Pasco was administratively dissolved by the Secretary of State of the State of Florida;

WHEREAS, on July 12, 2019, CHAMBER was formed as a not-for-profit corporation in the State of Florida and became successor in interest to West Pasco, having full right, title and interest in and to the Lease;

WHEREAS, CHAMBER is the current lessee of the premises located at 5443 Main Street, New Port Richey, Florida by virtue of certain amendments and assignments of lease agreements by and between CITY and CHAMBER, through West Pasco, from December 8, 1971;

WHEREAS, the Lease was amended on May 2, 2017, May 2, 2018 and February 13, 2019 to extend the term of the agreement and to provide for an increase in rent paid and outstanding special event fees owed by CHAMBER to CITY;

WHEREAS, it is the desire of CITY and CHAMBER to amend the Lease to extend the term of the lease and to provide for repayment of unpaid rent and special event fees by the CHAMBER.

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

1. RECITALS

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

2. Section 3 – TERM of the Lease is hereby amended to read as follows:

The term of this Lease shall be a tenancy at will from month to month, regardless of when rent is due.

3. Section 10 – TERMINATION of the Lease is hereby amended to read as follows:

This Lease may be terminated, with or without cause, by either party upon providing notice in writing to the other party, and said termination shall become effective on the first day of the month following at least fifteen (15) days after the delivery date of said notice.

4. UNPAID RENT AND SPECIAL EVENT FEES

CHAMBER acknowledges that unpaid rent in the amount of \$950.00 and special event fees in the amount \$4,368.20 are due and payable to CITY.

5. REPAYMENT

Commencing November 1, 2020, CHAMBER shall pay CITY the sum of \$500.00, on the first day of each month to satisfy the unpaid rent and special event fees provided in section 4 hereof, until paid in full.

6. RENT

During the repayment period set forth in Section 5 hereof and thereafter, CHAMBER shall continue to make all payments of Rent in the amount of \$450.00 per month and other charges due to CITY under the Lease. The "RENT" provision set forth in the Third Amendment to Lease Agreement dated December 18, 2018 shall be of no further force and effect.

7. DEFAULT

So long as CHAMBER makes all payments required under this Fourth 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.

8. CHAMBER acknowledges that it is bound by the terms of the Lease as successor in interest to West Pasco and has all the rights and obligations of the tenant thereunder.

9. CITY acknowledges CHAMBER'S rights under the Lease as tenant.

10. All other provisions set forth in the Lease, as amended, remain in full force and effect, except as modified hereby.

IN WITNESS WHEREOF, the parties have set their hands and seals on the date first above written.

SIGNATURES APPEAR ON NEXT PAGE

ATTEST:

CITY OF NEW PORT RICHEY,
FLORIDA:

Judy Meyers, CMC, City Clerk

By: _____
Rob Marlowe, Mayor-Council Member

THE GREATER PASCO CHAMBER OF
COMMERCE, INC.:

By: _____
Tim McClain, as 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