

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

THIS FIFTH AMENDMENT TO LEASE AGREEMENT is made this ____ day of October, 2022 (“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; and

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

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; and

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; and

WHEREAS, the Lease was amended on May 2, 2017, May 2, 2018, February 13, 2019 and October 20, 2020 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; and

WHEREAS, it is the desire of CITY and CHAMBER to amend the Lease to provide for revised rent payments 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 4 (a) of the Lease is hereby amended, as follows:

(a) Rent. Commencing on October 1, 2022, the CHAMBER shall pay to the CITY an annual lease rental fee of Six Thousand Six Hundred Dollars (\$6,600.00), payable in equal monthly installments of Five Hundred Fifty Dollars (\$550.00) due on the first day of each month. Payments shall be made to the CITY at the Finance Department, 5919 Main Street, New Port Richey, Florida, 34652. The CITY, at its sole discretion, may adjust the annual lease rental fee amount without amending this lease agreement upon sixty (60) days written notice to Chamber, and such annual lease rental fee shall be effective upon the sixtieth day after the date of said notice with no further action by either party. Any adjusted annual lease rental fee shall be paid by Chamber in monthly installments equivalent to one twelfth of the annual lease rental fee.

3. 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

DATE

THE GREATER PASCO CHAMBER OF
COMMERCE, INC.:

DATE

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