

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("Amendment") is made and entered into as of the _____ day of _____, 2019, by and between _____, a Florida corporation (the "Landlord") and THE CITY OF FORT LAUDERDALE, a municipal corporation of the state of Florida (the "Tenant").

WITNESSETH:

WHEREAS, Landlord and Tenant entered into that certain Lease Agreement dated July 1, 2014 concerning _____ Fort Lauderdale, Florida, _____ consisting of approximately 5,095 rentable square feet of floor area (the "Premises"), for a Lease Term which commenced is scheduled to expire on October 14, 2019; and

WHEREAS, Landlord and Tenant desire to enter into this First Amendment to extend the Term and otherwise modify the Lease as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, Landlord and Tenant hereby agree to amend and modify the Lease as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Definition of Terms. All capitalized terms contained herein and not otherwise defined herein shall have the meaning ascribed to them in the Lease.
3. Expiration Date. The Expiration Date of the Lease Term for the Premises shall be October 14, 2024 and all references to the term "Expiration Date" in the Lease or this Amendment shall hereinafter mean October 14, 2024.
4. Base Rent. Commencing October 15, 2019 through October 14, 2020, Tenant agrees to pay Landlord as rent the sum of \$73,775.60 per year payable in equal monthly installments of \$6,147.97 in advance on the first day of each and every month. All Rent required under this Lease shall be payable to the Landlord at the address set forth in this Lease for notices to the Landlord. Tenant shall not be in default for failure to pay Rent if such rent is paid within forty-five (45) days of the due date for such Rent payment, which is the first day of each month, as provided in the Florida Local Government Prompt Payment Act, Fla. Stat. §218.70, et seq. (the "Act"). Tenant agrees to pay interest on any Rent not timely received by the Landlord in accordance with Section 218.74 of the Act.
5. Renewal Option. Tenant has no further options to renew.
6. Brokers. In connection with the negotiation of this Amendment, Landlord and Tenant warrant and represent to each other that they have had no dealing with any broker or agent. Landlord shall pay the commissions and fees of the Broker pursuant to a separate agreement it has with Broker. Each party shall indemnify, defend and hold harmless the other from and against any and all cost, expense or liability for any compensation, commissions and charges claimed by any other broker or agent with respect to dealing in connection with this Amendment.

7. Counterparts; Electronic Copies. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Execution of this Amendment by the parties hereto may be evidenced by the transmission of electronic copies, which shall have the same effect as an original.

8. Severability. In the event any term, covenant or condition of this Amendment, the Lease, or any amendments thereto shall to any extent be invalid or unenforceable, the remainder shall not be affected thereby and each term, covenant or condition shall be valid and enforceable to the full extent permitted by law.

9. Effective Date. The provisions of this Amendment shall be and become effective as of the date the last party hereto executes and delivers this Amendment, unless specifically provided for otherwise herein.

10. Successors and Assigns. This Amendment shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their respective heirs, legal representatives, successors and permitted assigns, except as otherwise provided herein.

11. Authority of Parties. Landlord and Tenant each hereby certify to the other that it is authorized to enter into this Amendment, and that those persons signing below on its behalf are authorized to do so, and shall promptly upon the request of the other provide a resolution to this effect.

12. Full Force and Effect. Except as modified hereby, the Lease remains unmodified and in full force and effect. Landlord and Tenant represent, warrant and acknowledge to each other that there are no other amendments, modifications or supplements to the Lease other than those amendments set forth in the recitals of this Amendment, if any. In the event of any conflict between the terms and provisions of this Amendment and the Lease, the terms and provisions of this Amendment shall prevail and control.

13. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of Florida.

14. Acknowledgment of Non-Existence of Claims. Tenant acknowledges and agrees that as of the day hereof there are no known existing defaults under the Lease, or no known events, which with the giving of notice or the passage of time or both, would constitute a default under the Lease. Tenant further acknowledges and agrees that there are no other claims by Tenant against Landlord hereto arising from the relationship as Landlord and Tenant, pursuant to the Lease, as amended.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Amendment, under seal as of the day and year first above written.

WITNESSES:

“LANDLORD”

_____, a Florida corporation

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

By: _____
Name: _____
Title: _____

WITNESSES:

“TENANT”

THE CITY OF FORT LAUDERDALE,
a municipal corporation of the State of
Florida

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

By: _____
Name: Christopher J. Lagerbloom
Title: City Manager