

AMENDMENT TO LEASE AGREEMENT

This _____ Amendment to Lease Agreement (“_____ *Amendment*”) is dated to be effective as of the _____ day of _____, 2020 and entered by and between the City of Fort Lauderdale, a municipal corporation of the State of Florida, whose principal address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301 (“*Lessor*” or “*City*”), and
a _____ Florida _____, whose principal address is _____
_____ (hereinafter “*Lessee*”).

Background

WHEREAS, City and Lessee entered into that certain Lease Agreement dated _____, 20____, (CAM Number _____, as supplemented, amended or modified from time to time, collectively, the “*Lease*”), pertaining to the Leased Premises, as such premises are further described in the Lease, and

WHEREAS, City and Lessee desire to enter into this _____ Amendment for the purpose of amending the Lease, subject to the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration for the covenants and conditions of this _____ Amendment and for other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, City and Lessee agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein as a material part hereof.
2. **Defined Terms.** All undefined capitalized terms used herein shall have the same meanings as defined in the Lease.
3. **Rental Payments.** The Lease is hereby amended to defer the monthly rental payments for 90 days for the period beginning April 2020 through June 2020 (the “Deferral Period”), without extending the Term of the Lease Agreement. Upon the expiration of the Deferral Period, LESSEE shall resume making monthly rent payments as required in the Lease and the deferred rental payments being paid as an additional charge to the monthly base rental payment. The base rental and deferred rental payments shall be made by the Lessee over a three (3) month period beginning July 2020 through September 2020.
4. **Ratification of Lease; Counterparts.** All other provisions of the Lease shall remain unchanged and in full force and effect. City and Lessee do hereby ratify and confirm the Lease, as modified herein. This _____ Amendment may be signed in counterparts, each of which shall be deemed an original, all of which together shall constitute one complete agreement.
5. **Conflict.** If any of the provisions of this _____ Amendment conflict with the Lease, then this _____ Amendment shall control.
6. **Effectiveness.** This _____ Amendment shall not be effective until it is executed by, and delivered to, both City and Lessee.

7. **Authority.** City and Lessee each warrant to the other that the person or persons executing this ____ Amendment on its behalf has or have authority to do so and that such execution has fully obligated and bound such party to all terms and provisions of this ____ Amendment.

[Signature Pages to Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease on the date first above written.

LESSEE

WITNESSES:

[_____]Print Name

_____, A
Florida _____

[_____]Print Name

Name _____
Title _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by

_____.
(Name of person acknowledging)

Notary Public signature

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

[AS TO CITY]

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

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

[Witness Print Name]

[Witness Print Name]:

By: _____
Christopher J. Lagerbloom, ICMA-CM
City Manager

APPROVED AS TO FORM:
Alain E. Boileau

By: _____
James Brako, Assistant City Attorney

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before of ☐ physical presence or ☐ online, this ____ day of _____, 2020, by Christopher J. Lagerbloom, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida.

Notary Public, State of Florida

Name of Notary Typed, Printed or Stamped

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____