

**AMENDMENT NO. 3 TO THE PARKING LICENSE AGREEMENT  
WITH DELRAY TACO, LTD DATED OCTOBER 1, 2014**

**THIS AMENDMENT NO. 3** to the Agreement dated October 1, 2014, is made this 10<sup>th</sup> day of September, 2018, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (the City) and **DELRAY TACO, LTD**, a Florida limited liability company ("Licensee").

**W I T N E S S E T H:**

**WHEREAS**, the parties entered into a Parking License Agreement to provide for the use of two (2) public parking spaces located on the west side of SE 2nd Avenue south of Atlantic Avenue for valet parking queues; and

**WHEREAS**, the parties have agreed to increase the price per space and extend the term of this Agreement for an additional year, starting October 1, 2018 and ending September 30, 2019.

**NOW, THEREFORE**, the parties agree as follows:

1. The recitations set forth above are incorporated herein.
2. That Paragraph 5, "Payment" shall hereby be amended as follows:
  5. **Payment.** **LICENSEE** agrees to pay the **CITY** ~~One Hundred Thirty-Five Dollars and 19/100 Cents (\$135.19)~~ One Hundred and Sixty-Five Dollars (\$165.00) per space by the tenth (10<sup>th</sup>) day of each month. This fee shall be increased by three percent (3%) annually. A late fee of five percent (5%) shall be charged after this date. If more than one License Agreement is issued for this valet parking queue, the fee shall be shared proportionately. Only one (1) valet operator will be permitted to operate the queue. **LICENSEE** shall pay one (1) month's fee in advance of beginning operation of the valet parking queue as a security deposit. This deposit is due when the signed agreement is submitted to the **CITY** and shall be held by the **CITY** in a non-interest bearing account and shall be returned within thirty (30) days of written request subsequent to termination of this License Agreement, provided that **LICENSEE** is not in arrears at the time of termination. Only one (1) security deposit per **LICENSEE** shall be required.
3. That Paragraph 10, "**Term and Renewal**" shall hereby be amended as follows:

10. **Term and Renewal.** The term of this Agreement shall be for ~~three (3) years~~ end September 30, 2019. If the **LICENSEE** has an account in arrears and/or is unable to provide proof of valid parking lot lease(s) and/or insurance, the license may be suspended until required payment and/or documentation is received.

4. This Amendment together with the original Agreement and any written amendments hereto, constitute the entire Agreement between the parties relating to the subject matter hereof. It is the final expression of agreement between the parties, thus, neither party shall be entitled to rely upon any conflicting oral representations, assurances, claims or disclaimers, made either prior to or simultaneous with the execution of this Amendment.

5. Except as expressly modified in writing herein or as modified by subsequent written amendments, all other terms and conditions of the original Agreement and any amendments thereto survive this Amendment and are deemed to be incorporated herein and are binding on the parties.

**IN WITNESS WHEREOF**, the parties have executed this Amendment to the Parking License Agreement on the day and year first hereinabove written.

ATTEST:

CITY OF DELRAY BEACH, FLORIDA

\_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Shelly Petrolia, Mayor

Approved as to legal form  
and sufficiency:

\_\_\_\_\_  
City Attorney

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WITNESSES:

Allison Giles  
Allison Giles

(please type or print name)

Sarah Morrison  
Sarah Morrison

(Name printed or typed)

DELRAY TACO, LTD

By: Todd Herbst  
(please type or print name)

Title: Cowner

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10th day of September, 2018, by Todd Herbst, as Owner (name of officer or agent, title of officer or agent), a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

Kathryn M Boldman  
Signature of Notary Public



KATHRYN M BOLDMAN  
Commission # GG 146148  
Expires October 7, 2021  
Bonded Thru Budget Notary Services