

**AMENDMENT NO. 3 TO PARKING LICENSE AGREEMENT  
WITH CAFFE LUNA ROSA DATED OCTOBER 1, 2014**

THIS AMENDMENT NO. 3 to the Agreement dated October 1, 2014, is made this 11 day of September, 2018, by and between the **CITY OF DELRAY BEACH**, a Florida municipal corporation (the City) and **CAFFE LUNA ROSA**, a Florida corporation ("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 seven (7) public parking spaces located on the south side of Atlantic Avenue between Salina Avenue and Ocean Boulevard (State Road A-1-A) 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.

**[Signatures to appear on the next page]**

**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

WITNESSES:

Ther A. Halliburton  
Ther A. Halliburton  
(please type or print name)

Melinda Halliburton  
MELINDA HALLIBURTON  
(Name printed or typed)

CAFFE LUNA ROSA, INC.

By: Francis Haimicola  
(please type or print name)

Title: President

STATE OF FL  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of September, 2018, by Franc Haimicola, as President (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.

Bonnie Beer  
Signature of Notary Public

