

8-17

Amendment No. 2 to Lease of Business Premises

THIS AMENDMENT No. 2 is to the Agreement for Lease of Business Premises between the City of Newport, an Oregon municipal corporation (Lessor), and the Greater Newport Chamber of Commerce, an Oregon nonprofit corporation (Lessee).

Recitals:

1. Lessor and Lessee entered into a lease of business premises, for use as office space for Lessee, on June 1, 1988 (Lease). The Lease was for a term of 20 years with an option to extend the Lease for an additional term of 10 years until June 1, 2018, which said option was exercised.
2. On August 27, 2012, Lessor and Lessee entered into an amendment to the Lease extending the expiration date of the Lease from June 1, 2018 until June 1, 2028.
3. Lessor and Lessee desire to further amend the Lease under the terms as set forth below.

Terms of Amendment:

Lessor and Lessee agree to amend the Lease, as provided for in section 23, as follows, effective on the date of the last signature below:

- A. Section 1.A. is added to the Lease:

1.A. Monthly Base Rent

Given that the leased premises also serves as headquarters for Lessee's business operations, rental for the leased premises will also be charged.

Monthly Base Rent means the rental for the leased premises. The Monthly Base Rent, effective July 1, 2024 and continuing through the entirety of the Lease, is \$2,357.50 for 1,886 square foot office space at \$15.00 per square foot per year.

Monthly Base Rent shall be increased each year of the term of the Lease by a percentage equal to the percentage increase in the Consumer Price Index statistics published by the United States Bureau of Labor. Comparisons shall be made using the index entitled, "U.S. City Average/All Items and Major Group Figures for all Urban Consumers Portland Area (1982-84 = 100)," or the nearest comparable data on changes in the cost of living, if such index is no longer published. The change shall be determined by comparison of the figure for the previous January 1, with that of January 1 of the current year. In no event shall this calculation cause a reduction in Monthly Base Rent below that payable during the preceding year.

Written notice of the adjustment to Monthly Base Rent shall be delivered to Lessee by the Lessor not less than thirty (30) days prior to the effective date of the adjustment to Monthly Base Rent. Lessee shall make Monthly Base Rent payments in advance, on or before the first day of each month, and addressed to City Manager, City of Newport, 169 SW Coast Hwy, Newport, OR 97365, or at such address as Lessor may from time to time designate.

B. The following paragraph is added to Section 7 in the Lease:

Lessee is responsible for all structural and non-structural repair and maintenance costs up to a cap of \$25,000 each fiscal year for both the building and the grounds/property. Lessor will be responsible for any additional costs, with any such additional funds contingent on the availability of funds through the annual budgeting process of Lessor.

C. This amendment may be executed in counterparts and a signed copy transmitted by facsimile or other electronic means, each of which will be deemed an original, but all of which taken together will constitute one and the same agreement.

Except as expressly set forth herein, all provisions of the Lease shall continue and remain in full force and effect.

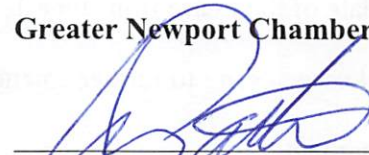
City of Newport



Nina Vetter, City Manager

Date: 7/16/24

Greater Newport Chamber of Commerce



Wayne Patterson, Executive Director

Date: 7/16/24