

THIRD AMENDMENT TO LEASE

THIS THIRD AMENDMENT TO LEASE (this “Third Amendment”) is made and entered into as of _____, by and between City of Palo Alto, a California municipal corporation (“City”), and PALO ALTO PLAYERS-PENINSULA CENTER STAGE, a 501(c)(3) non-profit corporation (“Lessee”).

RECITALS

A. City and Lessee are parties to that certain Lease, dated July 1, 2015, as amended by that certain Amendment Number One to Lease Agreement, dated July 1, 2018, and that certain Second Amendment to Lease, dated August 25, 2021 (collectively, the “Lease”).

B. Pursuant to the Lease, City has leased to Lessee an office suite containing approximately 500 square feet (the “Premises”) at the Lucie Stern Community Center located at 1305 Middlefield Road, Palo Alto, California (the “Property”).

C. The Lease is scheduled to expire on August 31, 2024 (“Scheduled Termination Date”).

D. The parties desire to extend the Lease Term, all on the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Lessee agree as follows:

1. Extension. The Lease Term is hereby extended to and shall expire on August 31, 2027 (“Extended Termination Date”), unless sooner terminated in accordance with the terms of the Lease. That portion of the Lease Term commencing on September 1, 2024 (“Extension Date”) and ending on the Extended Termination Date shall be referred to herein as the “Extended Term”. Lessee shall have no right to extend the Extended Term of the Third Amendment.

2. Base Monthly Rent. As of the Extension Date, the schedule of Base Monthly Rent payable with respect to the Premises during the Extended Term is the following:

Period	Base Monthly Rent
9/1/2024 – 8/31/2025	\$1,540.75
9/1/2025 – 8/31/2026	\$1,586.97
9/1/2026 – 8/31/2027	\$1,634.58

All such Base Monthly Rent shall be payable by Tenant in accordance with the terms of the Lease, as amended hereby.

3. Miscellaneous.

3.1 This Third Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. There have been no additional oral or written

representations or agreements.

3.2 Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Third Amendment, the provisions of this Third Amendment shall govern and control. The capitalized terms used in this Third Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Third Amendment.

3.3 Submission of this Third Amendment by City is not an offer to enter into this Third Amendment but rather is a solicitation for such an offer by Lessee. City shall not be bound by this Third Amendment until City has executed and delivered the same to Lessee.

3.4 Lessee hereby represents to City that Lessee has dealt with no broker in connection with this Third Amendment. Lessee agrees to indemnify and hold City harmless from all claims of any other brokers claiming to have represented Lessee in connection with this Third Amendment.

3.5 Each signatory of this Third Amendment represents hereby that he or she has the authority to execute and deliver the same on behalf of the party hereto for which such signatory is acting.

3.6 The Premises have undergone an inspection by a Certified Access Specialist (CASP), and it was determined that the Premises did not meet all applicable construction-related accessibility standards pursuant to California Civil Code §55.51 et seq. To the best of City's knowledge, there have been no modifications or alterations completed or commenced between the date of the inspection and date of this Third Amendment which have impacted the Premises' compliance with construction-related accessibility standards. City has provided a copy of such CASp report to Lessee.

Because a disability access inspection certificate, as described in subdivision (e) of Section 55.53 of the California Civil Code, was not issued for the Premises, Lessee is advised of the following (pursuant to Section 1938 of the California Civil Code):

“A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises.”

The parties hereby agree that Lessee shall have the right, but not the obligation, to

have a CASp further inspect the Premises. If Lessee elects to obtain a CASp inspection, Lessee shall be responsible for the payment thereof. Additionally, if Lessee elects to make any repairs necessary to correct violations of construction-related accessibility standards, Lessee may do so, at its sole cost and expense.

[Signature Page Follows]

IN WITNESS WHEREOF, City and Lessee have entered into and executed this Third Amendment as of the date first written above.

CITY:
CITY OF PALO ALTO,
a California municipal corporation

By: _____
Name: _____
Title: _____
Dated: _____

Approved as to form:

By: _____
Name: _____
Title: _____
Dated: _____

LESSEE:
PALO ALTO PLAYERS-PENINSULA CENTER STAGE,
a 501(c)(3) non-profit corporation

By: _____
Name: _____
Title: _____
Dated: _____