

**item type**

Action Items Requiring Discussion

meeting date

May 13, 2026

prepared by

Michelle del Valle, Assistant City Manager

approved by

Randy Knight, City Manager

subject

Blue Bamboo Sub-lease request

motion | recommendation

There are four options listed in the Alternatives/Other Considerations section below.

background

The City and Blue Bamboo Center for the Arts, Inc. entered into a lease (attached) for the city-owned property at 460 East New England Avenue in August 2024. The lease has an initial term of 20 years, with two renewal opportunities. The lease established the property as a multicultural arts venue and contemplated future renovation and activation of the second and third floors. The lease contemplated Blue Bamboo having the ability to sublease the second and third floors of the building with approval of the City Commission.

Since execution of the lease, Blue Bamboo has invested substantial private and grant-funded resources into building rehabilitation, ADA improvements, life-safety upgrades, and activation of the facility as a community arts hub.

Blue Bamboo has worked with the Love and Life Foundation to develop a sublease (attached) for the second floor to house a small private art and culture-based school for children K-12. The initial term of the lease is for one year with potential automatic renewals, recognizing that at all times it is subordinate to the master lease. The proposed lease meets all parking requirements. The City Attorney has suggested that the language within the sublease should be narrower to align more closely with the master lease.

alternatives | other considerations

1. The Commission may accept the sublease
2. The Commission may reject the sublease
3. The Commission may propose changes to the lease to be accepted and/or rejected by

Blue Bamboo and Love and Life Foundation.

4. The Commission may modify the existing master lease to permit the use set forth in the sublease.

fiscal impact

Currently, Blue Bamboo pays \$132,000 annually. Beginning in August 2026, the annual rent will become \$276,000.

attachments

1. Blue Bamboo Center for the Arts Lease 2024
2. Sublease SubmittalLetterII
3. Draft Love Life Foundation 2nd Floor Sublease with Blue Bamboo (GR 5.1.26)(67030789.2)

LEASE AGREEMENT

This Lease Agreement (“Lease”) is made and entered into this 28th day of August 2024, (“Effective Date”) by and between **the City of Winter Park**, a Florida municipal corporation, whose address is 401 South Park Avenue, Winter Park, Florida 32789 (hereinafter referred to as “City”) and **Blue Bamboo Center for the Arts, Inc.**, a Florida not-for-profit corporation, whose principal address is 940 W Canton Avenue A-106, Winter Park, Florida 32789 (hereinafter referred to as “Blue Bamboo”), collectively the “Parties”.

RECITALS:

WHEREAS, the City owns fee simple title to the improved real property that was the former Winter Park Library, located at 460 East New England Avenue, Winter Park, County of Orange, State of Florida (“Premises”); and

WHEREAS, the City desires to lease to Blue Bamboo the Premises, and Blue Bamboo desires to lease the Premises from the City, pursuant to the terms, conditions, and provisions contained herein; and

WHEREAS, Blue Bamboo agrees to accept the leased Premises as is and without regard to the present condition of the Premises; and

WHEREAS, Blue Bamboo desires to operate the Premises as a multi-cultural arts venue, with the first floor to be used for concert events, meetings, rehearsals, and recording, (“Phase 1”) and the second and third floors to be renovated within two years and used for arts education, recording studio and local non-profit use (“Phase 2”).

NOW THEREFORE, in consideration of the Recitals and the terms, conditions, and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

1. **Recitals**. The above Recitals are true and correct and are hereby incorporated into this Lease as material provisions hereof.

2. **Term**. The term of this Lease is for an initial period of twenty (20) years commencing on the Effective Date (“Term”). The initial Term shall be split into two (2) periods: The first period commences on the Effective Date and ends two (2) years after the Effective Date. The second period commences the day after two (2) years after the Effective Date and ends upon the expiration or termination of this Lease.

The City may terminate this Lease without cause by providing two (2) years prior written notice to Blue Bamboo. If the City terminates this Lease without cause, the City will pay Blue Bamboo the depreciated value as of the end of the two (2) year notice, calculated on a straight line basis over the initial term of the lease for the actual cash expenditures by Blue Bamboo for its improvements to the Premises made by Blue Bamboo after the Effective Date and prior to the issuance of a Certificate of Occupancy for the building but excluding any costs for fixtures made

by Blue Bamboo to the Premises that can be removed without causing significant damage to the Premises and excluding costs of all furniture and equipment. Within sixty (60) days following the issuance of a Certificate of Occupancy for the building, Blue Bamboo shall submit to the City an itemized list and documented cash expenditures of improvements for review and approval by the City that will be used to calculate the termination payment. If Blue Bamboo is not operating the Premises as a multi-cultural arts venue by the end of the first period, the City may terminate this Lease, and the City will have no obligation to pay Blue Bamboo any termination payment, for any improvements Blue Bamboo made or caused to be made to the Premises, or for any other matters.

Blue Bamboo may terminate this Lease by providing one (1) year prior written notice to the City and simultaneous payment of an amount equal to one year's Rent at the then current rent amount. If Blue Bamboo terminates this Lease for any reason, the City will not owe Blue Bamboo any termination payment, reimbursement for any costs for improvements to the Premises made by Blue Bamboo, or for any other expenses.

If either Party terminates this Lease, Blue Bamboo agrees to vacate the Premises and surrender possession to the City and within the timeframe specified in the notice of termination without the need for any formal eviction or other judicial proceeding.

Provided there has been no breach or default by Blue Bamboo under this Lease during any portion of the Term, Blue Bamboo may extend the Term by up to two (2), ten (10) year periods. The first extension may be exercised by Blue Bamboo providing written notice to the City one (1) year before the end of the initial Term and the second extension may be exercised by Blue Bamboo providing written notice to the City one (1) year before the end of the first ten (10) year extension.

Either Party may terminate this Lease in the event of discontinued use or a substantial loss of use for a period of six (6) months. If the Premises is severely damaged by a hurricane, fire, or other disaster such that the Premises cannot be occupied, either Party shall have the right to terminate the Lease. Upon termination, the City may choose, at the City's sole discretion, to either demolish the building or restore it. Blue Bamboo will have no further rights or obligations under the Lease once it is terminated under these conditions.

All sublease agreements between Blue Bamboo and any sublessee must include a provision that the sublease agreement between Blue Bamboo and any sublessee is contingent and conditioned upon this Lease being in full force and effect. The provision in all subleases must acknowledge that if this Lease is terminated, with or without cause, by either Party, or this Lease expires the sublease is also terminated, and each Sublessee, at minimum, is subject to the limitations and restrictions related to the Premises that are contained within this Lease.

3. **Use & Improvements.** Blue Bamboo acknowledges that it has inspected the Premises prior to the execution of this Lease and accepts the Premises in its current "as is" condition. Blue Bamboo confirms that it has had the opportunity to conduct a thorough inspection of the Premises, understands that there are many defects and issues with the Premises, that significant work, repairs, and improvement to the Premises are required, and accepts all aspects of the Premises, including but not limited to, structural components, fixtures, and systems, in their present state as of the Effective Date without any obligation on the part of City to make or pay for

modifications, repairs, or improvements. The City shall remove all furniture and loose materials in the Premises prior to Blue Bamboo taking possession of the Premises.

Blue Bamboo may only operate the Premises as a multi-cultural arts venue. Neither Blue Bamboo nor any sublessee shall conduct any operations on or in the Premises either before 7:00 A.M., or after 11:00 PM on any day without advanced written approval from the City.

During the Term, and as the Term may be extended, Blue Bamboo shall have the right of possession, operation, and use of the Premises as provided and limited herein to be used as a multi-cultural arts venue. Should zoning and/or comprehensive plan changes to allow such use be necessary, the City will consider and process such changes but without being bound to approve any zoning and/or comprehensive plan changes. If the rezoning and/or comprehensive plan changes to allow Blue Bamboo's proposed use are not approved within 120 days from the Effective Date of this Lease, this Lease shall be null and void, excluding those provision that expressly or impliedly survive; for any expenses incurred by either Party prior to the zoning and/or comprehensive plan change, each Party shall bear such expense without contribution from the other Party.

Blue Bamboo shall comply with all applicable laws, ordinances, and regulations, including but not limited to City Code requirements such as signage regulations, setbacks, FAR, height, and parking, in its use and operation of the Premises. The City has no obligation to issue permits for any use that would create parking requirements in excess of those allowed by City Code. Blue Bamboo may lease additional parking spaces from a third party to meet the required parking needs, provided this lease for additional parking spaces is for a term of one (1) year or longer. Prior to occupancy by Blue Bamboo and prior to occupancy by each proposed sublessee, Blue Bamboo must provide proof to the City that sufficient parking spots are available to accommodate the proposed use of the Premises in compliance with the parking requirements of City Code.

Within two years of the Effective Date, at Blue Bamboo's sole cost and expense, Blue Bamboo shall bring the Premises into compliance with City Code, applicable Americans with Disabilities Act requirements, and any other legally required improvement ("Code Compliance"). If such Code Compliance is not reached within two (2) years of the Effective Date, this Lease may be terminated by the City upon the City giving at least thirty (30) days' written notice of termination to Blue Bamboo, and the City will not pay Blue Bamboo for any costs incurred or arising out of this Lease. Prior to Blue Bamboo's receipt of a building permit for Phase 1, Blue Bamboo shall provide the City with the construction cost estimate from Blue Bamboo's architect, engineers, and contractors and evidence of Blue Bamboo's financial ability to complete Phase 1.

During Phase 1, Blue Bamboo may build, construct, alter, demolish, or make improvements to the first floor of the Premises to accommodate a 160-seat non-fixed seating performance venue for concert events, meetings, rehearsals, and recording. During Phase 2, Blue Bamboo may build, construct, alter, demolish, or make improvements to the second floor and third floor of the Premises as needed such that the second floor and third floor may be rented to educational and performing arts non-profits. Subleasing the first floor of the Premises to third parties is prohibited without prior written consent of the City, at the City's sole discretion. Subleasing the second and third floor of the Premises is permitted, however, Blue Bamboo may

only sublease the second floor and third floor to City approved not-for-profit organizations, Blue Bamboo must provide the City with notice and proof that the third party meets such criteria. Blue Bamboo shall provide the City any sublease agreement for City's review and approval to the City's satisfaction. Blue Bamboo assumes all liability for third-party sublessees and is not relieved of any liability imposed by this Lease for actions or inactions of third-party sublessees.

Any improvements made to the Premises that require a building permit must be properly permitted, inspected, and approved by the City's Building Department. Blue Bamboo is responsible for ensuring compliance with all applicable building codes and regulations. All necessary permits must be obtained prior to the commencement of any work, and Blue Bamboo must schedule and pass all required inspections to obtain final approval from the City's Building Department. Further, all interior and exterior portions of the Premises must be available for inspection by City employees (e.g. Facilities, Public Works), City insurance evaluators or inspectors, or any other consultant, contractor or agent hired by the City, provided reasonable notice is given to Blue Bamboo. Blue Bamboo must remedy any deficiencies noted during these inspections promptly. The Premises and improvements thereon must remain in compliance with all applicable City codes and regulations at all times.

Notwithstanding the above agreed-to improvements, Blue Bamboo may not build, construct, alter, demolish, or make any improvements to the Premises, or attach any fixtures in or to the Premises without the prior written consent of the City. Should Blue Bamboo wish to remove any trees from the Premises, Blue Bamboo must obtain advanced written approval from the City.

4. **Rent/Deposit.** Commencing on the Effective Date, Blue Bamboo shall pay to the City as rent for the Premises the sum of one hundred thirty-two thousand dollars (\$132,000) per year, and during the second period commencing on the first day of the second period, Blue Bamboo shall pay to the City as rent for the Premises the sum of two hundred seventy-six thousand dollars (\$276,000) per year ("Rent"). The Rent shall increase by two (2) percent every five (5) years after the end of the first period during the Term of this Lease any extension thereto. The Rent shall be paid in monthly installments, with the first monthly payment commencing upon the Effective Date. Rent will be payable without notice or demand and without deduction, off-set, or abatement in lawful money of the United States to the City at the address stated herein for notices, or to such other persons or such other places as the City may designate to Blue Bamboo in writing. Blue Bamboo is responsible for the entire amount of Rent as specified in this Lease; neither Blue Bamboo's obligations to pay Rent, nor any other obligations of Blue Bamboo under this Lease is contingent or conditioned upon Blue Bamboo's sublease of any portion of the Premises, or any performances within the Premises, or any other contingency or condition.

On or before five (5) days after the Effective Date, Blue Bamboo shall pay the City a twenty-five thousand (\$25,000.00) dollar Security Deposit. Within the earlier of ninety (90) days from the Effective Date or prior to the issuance of a Certificate of Occupancy, Blue Bamboo shall pay the City an additional twenty-five thousand (\$25,000.00) dollars towards the Security Deposit. The Security Deposit is partial security for the performance by Blue Bamboo of Blue Bamboo's obligations under this Lease, including, without limitation, the payment of Rent and any other charges payable under this Lease. The Security Deposit shall not be escrowed or segregated and no interest shall be payable on the Security Deposit unless the City elects in its sole discretion to

place the Deposit in an interest bearing account. The Security Deposit is not an advance payment of Rent or a measure of City's damages in the case of default by Blue Bamboo. Upon the occurrence of an event of default under this Lease, City may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of all or any part or component of any payments due to City by Blue Bamboo hereunder, or any other sum as to which Blue Bamboo is in default, or for the payment of any other injury, damage, expense or liability resulting from any event of default. Use of all or any portion of the Security Deposit by the City to pay for any of Blue Bamboo's obligations under this Lease in no way releases Blue Bamboo from complying with the remainder of Blue Bamboo's obligations under the Lease. Following any such application of the Security Deposit, Blue Bamboo shall pay to City on demand an amount necessary to restore the Security Deposit to its original amount. In the event that Blue Bamboo shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Lease, the Security Deposit shall be returned to Blue Bamboo within sixty (60) days after the expiration of this Lease provided that the Premises are delivered to City in a condition acceptable to the City.

Any and all realtor or broker fees related to this Lease or this transaction or for future sublessees shall be paid by Blue Bamboo, including any commissions, fees, costs, or other compensation that may be owed to realtors or brokers; provided however, to the extent the City contracts with a broker or realtor in the future regarding the Premises, the City will be responsible for any commissions, fees, costs, or other compensation owed to the City's contracted broker or realtor.

5. **Possession.** During the Term of this Lease, Blue Bamboo shall have, hold, and enjoy possession of the Premises as limited herein and provided hereinafter, and all rights granted to Blue Bamboo by this Lease are subject and subordinate to City's reserved rights. Any changes to this Lease require written mutual agreement between the City and Blue Bamboo. Further, the City hereby reserves, upon reasonable notice to Blue Bamboo, the right to access the Premises for inspections.

6. **Maintenance/Repair.** Blue Bamboo agrees to maintain the Premises, including the parking lot and landscaping, in a neat, clean and first-class condition. Blue Bamboo is responsible for all maintenance and repair of the Premises and improvements and all matters located thereupon, including repairs, exterior and interior work, maintenance, and janitorial and landscaping services in and about the Premises. Without limitation, Blue Bamboo is responsible for all plumbing, electrical, HVAC, lighting, roof, windows, structural components, foundations, and every aspect of the building and improvements on the Premises, at Blue Bamboo's sole cost. Blue Bamboo is responsible for all costs for utilities, taxes, insurance, and other operating needs.

7. **Indemnification / Limitation on Liability.**

a) *Indemnification.* Blue Bamboo agrees that the City will not be liable for any injuries to any person or damage to any real or personal property except to the extent such injury or damage is caused by the negligence of the City. Blue Bamboo agrees to indemnify, defend, and hold harmless the City from and against all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters, including attorneys' and

experts' fees at the trial and appellate level, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Lease, caused by, arising from, or related to Blue Bamboo's, including Blue Bamboo's employees, agents, officers, volunteers, guests, trespassers, and sublessees or subcontractors' use, actions, or inactions relating to Blue Bamboo's, sublessee's, or assignee's use, occupation, and operation of the Premises during the Term as such may be extended. Any Americans with Disabilities Act or other statutory and common law claims arising from or related to Blue Bamboo's use of the Premises are subject to this indemnification provision.

While the City must provide written consent for certain improvements, such consent does not imply any liability for the design or construction of those improvements. Blue Bamboo acknowledges that the City shall not be held responsible for any risks or damages associated with structural renovations, including but not limited to the building's roof, walls, and windows. Blue Bamboo assumes full responsibility for ensuring that all improvements comply with applicable codes and standards and for any resulting consequences.

- b) *Sovereign Immunity.* City is a municipal corporation and expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with common law and § 768.28, Florida Statutes. Regardless of anything set forth to the contrary in this Lease, nothing in this Lease may be interpreted or otherwise deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability that may have been or may be adopted by the Florida Legislature, and the cap on the amount and liability of the City for damages, regardless of the number or nature of claims in tort, equity, or contract, may not exceed the dollar amount set by the legislature for tort. Nothing in this Lease may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.
- c) *Vendor Indemnification.* Any vendors hired by Blue Bamboo, or their subcontractors, who provide indemnification to Blue Bamboo must also extend the same indemnification to the City. This includes all obligations to defend, hold harmless, and indemnify the City against any claims, liabilities, or damages arising from the vendor's activities related to the Premises.
- d) *Survival.* This Section 7 survives cancellation and termination of this Lease.

8. **Insurance.** Blue Bamboo and any sublessee of the Premises will acquire and maintain, during the Term of this Lease, the insurance coverages in the minimum amounts listed below. Current and valid certificates of insurance for said insurance coverages will be provided to the City Manager or his/her designee upon execution of this Lease by Blue Bamboo. Blue Bamboo shall name the City as an additional insured party for any insurance required under this Lease. Any third-party sublessee is required to name Blue Bamboo and City as additional insured

parties and must provide valid certificates of insurance to the City Manager. For all policies in which the City is required to be an additional insured, the coverage must be primary and non-contributory with any other valid and collectible insurance available to the City. Upon the expiration or modification of such certificates of insurance, Blue Bamboo shall provide continuing proof of insurance to the City Manager or his designee for the coverages listed below. The insurance coverages must contain a provision that forbids any cancellation, changes, or material alterations in the coverages without providing thirty (30) days' written notice to the City (except for cancellation of a policy for non-payment, which may provide for a minimum of ten (10) days' notice to the City).

- a) *Commercial General Liability.* Blue Bamboo will provide and maintain a commercial general liability policy with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury and property damage. Such policy must be issued on an occurrence basis and include coverage for Blue Bamboo's operations, independent contractors, subcontractors, and broad form property damage coverages protecting itself, its employees, agents, contractors, volunteers, or subsidiaries, and their employees, volunteers, or agents for claims for damages caused by bodily injury, property damage, personal or advertising injury, and products liability/completed operations, including what is commonly known as groups A, B, and C. Such policy or policies must include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by Blue Bamboo or by any of its subcontractors arising from work or services performed under this Lease between the Parties. Public liability coverage must include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly Blue Bamboo's agreement to indemnify, defend, and hold the City harmless as provided in this Lease. The commercial liability policy must be endorsed to include the City as an additional insured. Coverage for volunteers may be provided via the main Commercial General Liability Policy or a separate, additional Volunteer Liability Policy in the same per occurrence and aggregate amounts as the Commercial General Liability policy. Any such Volunteer Liability Policy must list the City as an additional insured.
- b) *Premises Liability.* Blue Bamboo shall, at its sole expense, procure and maintain during the Term and any extensions of the Term of this Lease, property insurance covering the Premises against all risks of direct physical loss or damage. The insurance policy shall include coverage for fire, vandalism, malicious mischief, extended coverage perils, and any other perils commonly covered under a standard "all risk" or "special form" policy. The property insurance shall be maintained in an amount not less than the full replacement cost of the Premises, excluding the value of the land. The replacement cost shall be determined from time to time at the request of the City. The insurance policy shall 1) name the City as an additional insured and loss payee; 2) contain a waiver of subrogation rights by the insurer against the City; 3) be primary and non-contributory with respect to any insurance maintained by the City; and 4) include an endorsement requiring the insurer to provide at least thirty (30) days' written notice to the City prior to any cancellation, non-renewal, or material change in coverage. In the event of loss or damage to the Premises, the insurance proceeds shall be used for the repair or restoration of the Premises. If the insurance proceeds are

insufficient to complete such repair or restoration, Blue Bamboo shall be responsible for the deficiency.

- c) *Automobile Liability.* Blue Bamboo will provide coverage for all owned and hired vehicles with limits of not less than \$500,000 per occurrence and \$1,000,000 in the aggregate for bodily injury and property damage. Such policy shall be for “Any Auto,” Coverage Symbol 1, providing coverage for all vehicles operated regardless of ownership, and protecting Blue Bamboo, its employees, agents, or lessees or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle. The City must be endorsed as an additional insured under this policy.
- d) *Workers’ Compensation.* Blue Bamboo will provide full and complete Workers’ Compensation coverage as required by Florida state law, as well as Employer’s Liability coverage of not less than \$100,000.
- e) *Employee’s Honesty Insurance (Fidelity Insurance).* Blue Bamboo agrees to purchase a blanket fidelity bond covering all officers, employees, and agents of Blue Bamboo holding a position of trust and authorized to handle funds received or disbursed under this Lease. Individual bonds apart from the blanket bond are not acceptable. The amount of the bond will provide coverage of no less than \$10,000 per occurrence.
- f) *Primary and Excess Coverage.* Any insurance required herein may be provided using primary and excess policies providing functionally equivalent coverage.
- g) *Deductibles.* The City is not responsible or liable for the payment of any deductibles for any claims arising out of or related to Blue Bamboo’s business or any subcontractor performing work or services on behalf of Blue Bamboo or for Blue Bamboo’s benefit under this Lease.
- h) *Cancellation Notices.* During the Term of this Lease, Blue Bamboo is responsible for promptly advising and providing the City’s Risk Management Department with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the City under this Lease within two (2) business days of receipt of such notice or change.
- i) *Insurance for Third Party Contractors and Vendors.* Blue Bamboo and any sublessees of the Premises shall provide the City with reasonable advance notice of any vendors, contractors, and other entities Blue Bamboo or sublessees engages, hires, or otherwise invites to perform or provide services on City owned property, and the City’s risk manager may require any such entity to enter into an indemnification, defense, and hold harmless agreement with the City in a form satisfactory to the City and acquire such insurance coverage as deemed reasonably necessary by the City’s risk manager to protect the City from and against any damages or claims arising from any such entity’s activities on City property, as a condition of providing or performing services on City owned property.

- j) *Liquor Liability Insurance.* If alcohol will be sold or served on the Premises, Blue Bamboo must obtain and maintain Liquor Liability Insurance with coverage limits of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Liquor Liability Insurance must be included in Blue Bamboo's overall insurance requirements and a certificate of insurance evidencing this coverage must be provided to the City prior to the sale or service of alcohol. The policy must name the City as an additional insured.
- k) *Survival.* The provisions of this section 8. Insurance survive cancellation and termination of this Lease.

9. **Default.** It is agreed between the Parties that if either Party defaults or breaches any covenant or provision of this Lease, then the non-defaulting Party, after giving the other Party ninety (90) days prior written notice of such default plus a reasonable opportunity to cure, except for nonpayment of Rent for which a five (5) day notice shall apply, if not timely cured, may seek any legal remedy available under Florida law unless otherwise provided herein. Blue Bamboo's sole remedies for any breach or default of this Lease by the City shall be to terminate this Lease and surrender possession of the Premises or an action for specific performance. Blue Bamboo waives all monetary damage and remedies. An action for specific performance must be filed by Blue Bamboo within one (1) year from the date of the first breach or default of this Lease or else such cause is waived and barred. If Blue Bamboo defaults or breaches any covenant or provision of this Lease, then the City has the right to terminate the Lease and bring any action allowed by law, including an action for injunction, specific performance, or other equitable relief, or an action to recover rent or seek damages. City shall be entitled to recovery from Blue Bamboo all costs and expenses incurred by City in recovering possession of the Premises, placing the same in good order and condition, and reletting the same, including, without limitation, reasonable attorney's fees and costs. Further, in the event Blue Bamboo breaches this Lease and fails to timely cure any such breach, the City, without waiving City's rights to pursue all available remedies may apply and offset any portion of such breach by using any or all of the Deposit.

In the event of an untimely cured breach or default of this Lease by Blue Bamboo, Blue Bamboo agrees to vacate the Premises and surrender possession to the City within thirty (30) days from the date of the City's written notice of termination of the Lease (or such later date that the City may specify in the written notice of termination) without the need for any formal eviction or other judicial proceeding and without waiving the City's other available remedies.

10. **Attorneys' Fees.** If either Party commences or defends an action for eviction or recovery of Rent against the other Party arising out of or in connection with this Lease, the prevailing Party will be entitled to have and recover from the non-prevailing Party reasonable attorneys' fees and costs of litigation, including through all appeals. Otherwise, each Party bears its own fees and costs in any litigation arising out of this Lease.

11. **Binding on Successors and Assigns.** Each provision of this Lease performable by either Party hereto will be deemed both a covenant and a condition. The terms, conditions, and provisions of this Lease are binding upon and inure to the benefit of each of the Parties hereto, their heirs, personal representatives, and successors and assigns; provided, however, this Lease may not be assigned or sub-let in whole or in part by Blue Bamboo without the prior written consent of the City.

12. **Notices.** Any and all notices to be delivered hereunder shall be in writing and are deemed to be delivered:

- a) when hand-delivered to the person hereinafter designated,
- b) on the date of deposit in the United States Mail, return receipt requested, or
- c) on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance,

addressed to a Party at the address set forth below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith. The City Manager or his/her designee has full authority to send all notices related to this Lease on behalf of the City. The Parties' addresses are as follows:

City:	City of Winter Park Attention: Division Director Office of Management & Budget 401 South Park Avenue Winter Park, Florida 32789
Copy to:	Fishback Dominick LLP City Attorney – Winter Park 1947 Lee Road Winter Park, FL 32789
Blue Bamboo:	Blue Bamboo Center for the Arts, Inc. Attention: _____ 940 W Canton Avenue A-106 Winter Park, FL 32789

13. **Holdover.** If Blue Bamboo remains in possession of the Premises after the expiration of the Term or any extension thereof, Blue Bamboo will be deemed to be occupying the Premises pursuant to a month-to-month leasehold under the same terms of this Lease, at the monthly pro rata rental amount of twenty-three thousand (\$23,000) per month, as such may be increased per the terms of this Lease. However, this provision does not prevent the City from refusing such month-to-month arrangement or refusing to accept monthly rent and electing its remedies to evict or eject Blue Bamboo from the Premises if Blue Bamboo refuses to vacate the Premises upon demand by the City.

14. **Time.** Time is of the essence to this Lease. Neither Party may be required to perform any term, covenant or condition of this Lease so long as such performance is delayed or prevented by force majeure, which will mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, pandemic, or any other cause not reasonably within the control of

such Party and which by the exercise of due diligence such Party is unable, wholly or in part, to prevent or overcome.

15. **PUBLIC RECORDS.** Pursuant to § 119.0701(2)(a) and (b), Florida Statutes, the City is required to provide Blue Bamboo with this statement and establish the following requirements as contractual obligations pursuant to the Lease:

IF BLUE BAMBOO HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO BLUE BAMBOO'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS LEASE, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (407) 599-3447, cityclerk@cityofwinterpark.org (or other City designee), or by mail, City Clerk, 401 South Park Avenue, Winter Park, FL 32789.

By entering into this Lease, Blue Bamboo agrees to comply with public records laws as they pertain to records kept, generated, or maintained pursuant to this Lease. Pursuant to § 119.0701, Florida Statutes, any contractor, including Blue Bamboo, entering into an agreement for services with the City is required to:

- a) Keep and maintain public records required by the City to perform the services hereunder.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested public records or allow such records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Lease and following completion or termination of the Lease if Blue Bamboo does not transfer the records to the City.
- d) Upon completion or termination of the Lease, transfer, at no cost, to the City all public records in the possession of Blue Bamboo or keep and maintain such records required by the City to perform the service. If Blue Bamboo transfers all such records to the City upon completion or termination of the Lease, Blue Bamboo shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Blue Bamboo keeps and maintains such records upon completion or termination of the Lease, Blue Bamboo shall meet all applicable requirements for retaining public records as set forth in the applicable retention schedule for State and Local Government Agencies, which schedule is published and maintained by the Florida Department of State, Division of Library and Information Services. All such records stored electronically must be provided to the City, upon request from the City's

custodian of public records, in a format that is compatible with the information technology systems of the City.

e) If surveillance is installed on the Premises, the recorded surveillance data must be made available to the City upon request. Surveillance data provided to the City may constitute a public record subject to applicable exemptions and the City will preserve and manage such records in accordance with applicable laws and regulations. For the purpose of this subsection, “surveillance data” is not intended to include proprietary recording of performances.

Requests to inspect or copy public records relating to this Lease must be made directly to the City. If Blue Bamboo receives any such request, Blue Bamboo shall instruct the requestor to contact the City. If the City does not possess the requested public records, the City shall immediately notify Blue Bamboo of such request, and Blue Bamboo must provide the public records to the City or otherwise allow the public records to be inspected or copied within a reasonable time.

Blue Bamboo acknowledges that failure to provide public records as defined under Chapter 119, Florida Statutes, to the City within a reasonable time may result in the assessment of penalties under § 119.10, Florida Statutes. Blue Bamboo further agrees not to release any such public records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the City. The Parties agree to indemnify, defend, and hold each other harmless from and against any and all claims, damage awards, penalties, sanctions, and causes of action arising from either Party’s failure to comply with the public records disclosure requirements of § 119.07(1), Florida Statutes, or by the Party’s failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorney’s fees and costs arising therefrom. Each Party authorizes the other to seek declaratory, injunctive, or other appropriate relief against the other from a Circuit Court in Orange County, Florida, on an expedited basis to enforce the requirements of this section. This Section 15 shall survive the expiration or termination of this Lease.

16. **Applicable Law.** The laws of the State of Florida govern the validity, performance, and enforcement of this Lease.

17. **Severability.** The invalidity or unenforceability of any provision, term, paragraph, sentence, or word of this Lease as determined by a court of competent jurisdiction will not affect or impair the remainder of the Lease, unless such invalidity or unenforceability frustrates the primary purpose of the Lease or renders it inequitable to either Party. Should such invalidity or unenforceability frustrate the primary purpose of this Lease or render it inequitable to either Party, the invalid or unenforceable terms of this Lease shall be construed by the court in a manner that effectuates the Parties’ intent and the remainder of the Lease shall remain in full force and effect.

18. **Survival.** Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Lease Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Lease Agreement.

19. **Entire Agreement.** This Lease contains all the terms and conditions agreed to by the Parties. No other agreement, oral or written, regarding the subject matter of this Lease shall be deemed to exist or to bind either Party hereto.

20. **Venue.** Exclusive venue in any action to construe or enforce the provisions of this Lease will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Lease is governed by and to be interpreted under the laws of the State of Florida.

21. **Incident Reporting.** Each Party agrees to notify the other in writing within three (3) business days of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect made against Blue Bamboo, related to this Lease; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose. Any incidents that occur on the Premises that may result in a claim must be documented, including all available details at the time. This documentation, along with any relevant surveillance data, must be provided to the City within three (3) business days of the occurrence. Additionally, any legal documents delivered to Blue Bamboo regarding incidents that occur on the property must be promptly shared with the City.

22. **No Waiver.** Continued performance or failure to perform or exercise any rights by either Party after a default or violation of any of the terms, covenants, or conditions herein may not be deemed a waiver of any right to terminate this Lease or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

23. **Non-assignability.** Blue Bamboo may not assign any or all of its rights or obligations under this Lease without the prior written consent of the City Commission, which assignment may be agreed to, denied, or conditioned in part or in whole as the City Commission deems appropriate in its sole discretion. Failure to comply with this section may result in immediate termination of this Lease.

24. **Third Party Beneficiary.** This Lease is solely for the benefit of the Parties signing hereto, and no right nor any cause of action may accrue to or for the benefit of any third party.

25. **No Joint Venture.** It is mutually understood and agreed that nothing contained in this Lease may be construed as creating or, in any way, create or establish a relationship as partners or joint ventures between the Parties hereto or cause Blue Bamboo to be or become an agent or representative of the City for any purpose or in any manner whatsoever.

26. **E-Verify Compliance.** Blue Bamboo affirmatively states, under penalty of perjury, that in accordance with § 448.095, Florida Statutes, Blue Bamboo is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, Blue Bamboo requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Blue Bamboo is otherwise in compliance with §§ 448.09 and 448.095, Florida

Statutes. City's good faith belief that Blue Bamboo is employing unauthorized aliens in the State of Florida in violation of § 448.095, Florida Statutes, shall be just cause for unilateral termination of this Lease effective immediately, and Blue Bamboo shall be liable for additional costs incurred by City due to the termination of the Lease.

27. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to § 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. Blue Bamboo hereby certifies that Blue Bamboo is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Blue Bamboo further hereby certifies that Blue Bamboo is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. Blue Bamboo understands that pursuant to § 287.135, Florida Statutes, the submission of a false certification may subject Blue Bamboo to civil penalties, attorney's fees, and/or costs. Blue Bamboo further understands that any contract with City for goods or services of any amount may be terminated at the option of City if Blue Bamboo (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of City if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

28. **Nondiscrimination.** Blue Bamboo shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin, or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or veteran status.

29. **Compliance with Laws.** Blue Bamboo agrees to comply with all laws, codes, rules, and regulations, including those of the Federal, State, and local agencies having jurisdiction.

30. **Taxes.** Blue Bamboo is responsible for the payment of any and all real property taxes and/or assessments that may be assessed relating to the Premises.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK –
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the City and Blue Bamboo have hereunto set their hands and seals the day and year above written.

Signed, sealed, and delivered in the presence of:

CITY:

CITY OF WINTER PARK, a Florida municipal corporation.

Rene Cranis
Witness
Rene Cranis
Print
[Signature]
Witness
BAHIYYAH M. LAYTON
Print

[Signature]
Sheila DeCiccio, Mayor

Date: 8/28/2024

[Signature]
Witness
CHRISTOPHER CONTO
Print
[Signature]
Witness
Jack M. Graham, Jr
Print

BLUE BAMBOO:

Blue Bamboo Center for the Arts, Inc., a Florida non-profit corporation

Jeff Flourens
By: [Signature]
Date: 8/28/24



460 E. New England Ave., Winter Park, Florida 32789
Phone: 407-636-9951

Commissioners,

Pursuant to the terms of our Master Lease, we respectfully submit the enclosed sublease for your approval. We believe this proposed tenant is fully consistent with the permitted uses and intent of the City's lease and will provide meaningful educational and community benefits to Winter Park residents.

The Blue Bamboo Center for the Arts has grown into a thriving multicultural performing arts hub that serves the broader community. Notably, 57% of our events have supported other local nonprofit organizations, demonstrating our commitment to collaboration, access, and public benefit.

Despite significant operational and facility challenges, we have continued to move forward with determination. Supported by an engaged Board of Directors, dedicated volunteers, and strong community backing, Blue Bamboo is now booked for approximately 90% of available dates for the balance of this year.

This proposed sublease is an important next step in securing the long-term sustainability of Blue Bamboo. It will provide the revenue necessary to meet the scheduled rent increase this coming August, while also bringing an educational program into the building that connects young people with the performing arts through direct exposure, learning opportunities, and use of our performance space.

In short, this sublease advances the same goals that inspired this project from the beginning: community service, arts access, education, and responsible stewardship of a valuable City asset.

We respectfully ask for your approval so that Blue Bamboo may continue its successful evolution as a cultural and educational resource for Winter Park.

Thank you for your consideration.

A handwritten signature in black ink, appearing to read "Jeff Flowers", is located below the text.

Jeff Flowers, Ph.D.
President
Blue Bamboo Center for the Arts

SUBLEASE AGREEMENT

This Sublease Agreement (“Sublease”) is made and entered into this ___ day of May, 2026 (“Effective Date”) by and between Blue Bamboo Center for the Arts Inc, a Florida not-for-profit corporation, whose address is 460 East New England Avenue, Winter Park, Florida 32789, (hereinafter referred to as “Blue Bamboo”), as sublessor, and Love & Life Foundation Inc., a Florida not-for-profit corporation, whose principal address is 460 East New England Avenue, Floor 2, Winter Park, Florida 32789, (hereinafter referred to as “L&LF”), as sublessee, collectively the “Parties” or individually as “Party.”

RECITALS:

WHEREAS, the City of Winter Park (“City”) owns fee simple title to the improved real property that was the former Winter Park Library, located at 460 East New England Avenue, Winter Park, County of Orange, State of Florida (“Entire Premises”); and

WHEREAS, Blue Bamboo, as tenant, leased the Entire Premises from the City, as landlord, pursuant to that certain Lease Agreement dated August 28, 2024 (the “Primary Lease”) pursuant to the terms, conditions, and provisions contained herein;

WHEREAS, at all times this Sublease remains subordinate to the Primary Lease;

WHEREAS, L&LF desires to sublease from Blue Bamboo, and Blue Bamboo desires to sublease to L&LF a certain portion of the Entire Premises described as the second (2nd) floor of the Entire Premises containing approximately 11,000 +/- square feet (the “Subleased Premises”), subject to the terms, covenants, and conditions set forth in this Sublease; and

WHEREAS, the proposed second-floor tenant is a nonprofit educational organization operating a small-scale arts-integrated instructional program. The use is consistent with the lease language contemplating educational nonprofit tenants and creates stable rent revenue necessary to preserve Blue Bamboo’s continued arts mission.

NOW THEREFORE, in consideration of the Recitals and the terms, conditions, and provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, the Parties hereby agree as follows:

1. Recitals. The above Recitals are true and correct and are hereby incorporated into this Sublease as material provisions hereof.

2. Demise of Subleased Premises. For value received, Blue Bamboo, subject to the terms and conditions herein set forth, hereby subleases the Subleased Premises to L&LF, and L&LF hereby subleases the Subleased Premises from Blue Bamboo. The use and occupancy by L&LF of the Subleased Premises shall include the use, in common with others, of certain common areas and facilities in or adjoining the Entire Premises and Subleased Premises, as more fully provided in the Lease.

3. Term. The term of this Sublease (the “Initial Term”) shall be for twelve (12) months and shall commence on the Effective Date of this Sublease (the “Commencement Date”) and expire on _____ (the “Expiration Date”). Upon expiration of the Initial Term, unless agreed otherwise by the Parties in writing, the term of this Sublease shall automatically be renewed for successive periods of twelve or twenty-four months, at L&LF’s option (each, a “Renewal Term”) unless earlier terminated pursuant to this Sublease or the Primary Lease. Not less than ninety (90) days prior to the end of the Initial Term and each Renewal Term, Blue Bamboo shall deliver to L&LF written notice of renewal together with the CPI calculation proposed for the ensuing Renewal Term and the resulting rent for such Renewal Term (the “Renewal Rent Notice”). Within thirty (30) days after receipt of a complete Renewal Rent Notice, L&LF may elect, by written notice to Blue Bamboo, not to renew, in which case the Sublease shall expire at the end of the then current Term. In the event that Blue Bamboo fails to provide the Renewal Rent Notice, then rent shall remain the same for such Renewal Term as it was in the immediately preceding term. The term shall continue to automatically renew for successive Renewal Terms unless and until the earlier to occur of: (i) the Parties agree otherwise in writing, (ii) either Party provides the other Party written notice of its intent not to renew the term (the “Non-Renewal Notice”) no less than sixty (60) days prior to the end of the Initial Term or the end of the then existing Renewal Term, in which event the term shall be deemed to expire at the conclusion of the Initial Term or the then current Renewal Term, or (iii) at the expiration of the Primary Lease.

4. Rent/Deposit.

a. Commencing on the Effective Date, L&LF shall pay Blue Bamboo as rent for the Premises, the sum of \$18 per square foot or \$198,000.00 annually, plus applicable sales tax, if any, payable in equal monthly installments. For each Renewal Term, the rent shall escalate thereafter each one or two-year term (as applicable) equal to the CPI as defined herein for the Renewal Term. For purposes of this Sublease, “CPI” means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, as published by the U.S. Bureau of Labor Statistics, comparing the index published for the month three (3) months prior to the commencement of the applicable Renewal Term to the index published for the same month in the prior year. If the specified index is no longer published, a reasonably comparable successor index shall be used.

b. The Rent shall be paid in monthly installments, commencing on the Effective Date, with the first monthly payment commencing upon the Effective Date. Rent will be payable without notice or demand and without deduction, off-set, or abatement except as expressly provided herein, in lawful money of the United States to Blue Bamboo at the address stated herein for notices, or to such other persons or such other places as Blue Bamboo may designate to L&LF in writing.

c. L&LF shall reimburse the sum of one third (1/3) of the actual, reasonable, and verifiable costs of shared water, electricity, trash collection, internet, groundskeeping, janitorial, fire monitoring, sprinkler, inspections and routine HVAC maintenance services provided to the Entire Premises (the “Shared Costs”) to Blue Bamboo. L&LF’s obligation excludes: (i) costs attributable solely to Blue Bamboo’s exclusive operations or events (including performance related staffing, event specific utilities, liquor related or similar activity based costs), (ii) capital repairs or replacements (including roof, structural, building systems component replacements) except to the extent such work is properly included in routine maintenance contracts or is required solely due to

L&LF's misuse or willful misconduct, and (iii) any fines or penalties caused by Blue Bamboo's breach of the Primary Lease or Applicable Laws. Blue Bamboo shall deliver a reasonably detailed invoice detailing the Shared Costs to L&LF on a monthly basis with copies of third-party bills and reasonable allocation back-up (and reimbursed by L&LF to Blue Bamboo within thirty (30) days of receipt of such invoice). L&LF shall be responsible for one-third (1/3) of the costs of routine elevator maintenance and inspection only, L&LF shall have no obligation for elevator capital repair or replacement costs unless caused by L&LF's misuse or willful misconduct. Not more than once per calendar year, upon ten (10) business days' prior notice, L&LF may audit Shared Costs and Building Insurance Costs at Blue Bamboo's office during regular business hours, if the audit discloses an overcharge of more than three percent (3%), Blue Bamboo shall promptly credit the overcharge and reimburse L&LF's reasonable, documented audit costs.

d. On or before five (5) days after the Effective Date, L&LF shall pay Blue Bamboo a Security Deposit in the amount of Sixteen Thousand Five Hundred and NO/100 Dollar (\$16,500.00). The Security Deposit is partial security for the performance by L&LF of L&LF's obligations under this Sublease, including, without limitation, the payment of Rent and any other charges payable under this Sublease. The Security Deposit shall not be escrowed or segregated, and no interest shall be payable on the Security Deposit unless Blue Bamboo elects in its sole discretion to place the Deposit in an interest-bearing account. The Security Deposit is not an advance payment of Rent nor a measure of Blue Bamboo's damages in the case of default by L&LF. Upon expiration or earlier termination, the Security Deposit shall be returned to L&LF within sixty (60) days after L&LF surrenders possession in broom clean condition, ordinary wear and tear excepted, and after removal of L&LF's personal property and any alterations L&LF is expressly required to remove under this Sublease, and repair of any damage caused by such removal. No restoration shall be required for cosmetic, non-structural improvements unless Blue Bamboo's written approval expressly required restoration as a condition to approval.

e. If L&LF defaults, L&LF shall have a cure period of ten (10) business days after written notice for non-payment of rent and thirty (30) days after written notice to cure other financial or performance obligations, subject to extension as provided in Section 4(d) before Blue Bamboo may apply any portion of the Security Deposit. Upon the occurrence of an event of default under this Sublease, Blue Bamboo may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment of all or any part or component of any payments due to Blue Bamboo by L&LF hereunder, or any other sum as to which L&LF is in default, or for the payment of any other injury, damage, expense or liability resulting from any event of default. Use of all or any portion of the Security Deposit by Blue Bamboo to pay for any of L&LF's obligations under this Sublease in no way releases L&LF from complying with the remainder of their obligations under the Sublease. Following any such application of the Security Deposit, L&LF shall pay Blue Bamboo on demand an amount necessary to restore the Security Deposit to its original amount. In the event that L&LF shall fully and faithfully comply with all of the terms, provisions, covenants and conditions of this Sublease, the Security Deposit shall be returned to L&LF within sixty (60) days after the expiration of this Sublease provided that the Premises are delivered to Blue Bamboo in a condition acceptable to Blue Bamboo.

5. Contingency; Nondisturbance/Recognition; Improvements Reimbursement.

a. This Sublease is contingent and conditioned upon the Primary Lease being in full force and effect. If the Primary Lease is terminated, with or without cause, by either the City of Winter Park or Blue Bamboo, or expires, this Sublease shall also terminate, subject to the rights in this Section 5.

b. Blue Bamboo shall use diligent, good faith efforts to obtain from the City a written agreement in favor of L&LF providing that, so long as L&LF is not in default beyond applicable cure periods, L&LF's right to quiet enjoyment and possession of the Subleased Premises shall not be disturbed by the City due to Blue Bamboo's default, and the City will recognize this Sublease upon any attornment by L&LF on substantially the same terms herein for the remainder of the Term then in effect.

c. In the event the City provides Blue Bamboo with a termination notice without cause, Blue Bamboo shall provide L&LF with equivalent notice, up to twelve (12) months prior written notice (the "City Termination Notice"), and L&LF shall have the right to continue possession during such notice period, subject to this Sublease.

d. If during the notice period, L&LF's access to or material use of the Subleased Premises is materially impaired due to City or Blue Bamboo actions related to wind-down, L&LF shall be entitled to equitable abatement of Rent and Shared Costs proportionate to the impairment.

e. Blue Bamboo shall reimburse L&LF for the non-recoverable costs of L&LF's approved, permanent improvements to the Subleased Premises (exclusive of cosmetic / non-structural items) to the extent Blue Bamboo receives reimbursement from the City under the Primary Lease. Blue Bamboo shall use diligent efforts to seek and maximize any such reimbursement on L&LF's behalf and promptly remit to L&LF any amounts received for L&LF's improvements.

6. Amendment of Primary Lease. Blue Bamboo agrees not to modify or amend the Primary Lease in any manner that would increase, in any material respect, L&LF's obligations under this Sublease or decrease, in any material respect, L&LF's rights under this Sublease without the written consent of L&LF, which consent will not be unreasonably withheld, conditioned or delayed. Blue Bamboo shall use diligent efforts to enforce the City's obligations under the Primary Lease for L&LF's benefit where such obligations affect the Subleased Premises, including by providing timely notices, pursuing cure rights, and keeping L&LF reasonably informed.

7. Representation. Blue Bamboo hereby represents to L&LF that (i) the Primary Lease is in full force and effect; (ii) the copy of the Primary Lease which is attached to this Sublease as Exhibit A is a true, correct and complete copy of the Primary Lease; (iii) Blue Bamboo is not now in default under the Primary Lease; and (iv) to Blue Bamboo's actual knowledge, without inquiry or investigation, City is not now in default under the Primary Lease, beyond any applicable notice or cure period.

8. Condition of Subleased Premises. Blue Bamboo shall deliver the Subleased Premises to L&LF in compliance with any applicable code, ordinances or laws (together, the "Applicable Laws"), with the exception of any Applicable Laws associated with the L&LF's

improvements to the Subleased Premises (including specific modifications to rest rooms to accommodate school aged children), which will be done at L&LF's cost.

9. Permitted Use. L&LF may use the Subleased Premises as an educational institution ("School") with a curriculum that integrates arts, culture, and enrichment programming, which shall include the ability to perform related ancillary community and non-profit activities ordinarily performed by similar educational institutions (collectively, the "Permitted Use"). The School shall not have more than 50 students, and will not accept school vouchers funded by the State of Florida for those students' tuition or expenses. L&LF may not change its use of the Subleased Premises without prior written approval from both Blue Bamboo and the City. L&LF shall have the right to enter into management services agreement ("MSA") with a third party to provide administrative, operational, and management services with respect to the School and the Permitted Use, provided that, the L&LF shall retain ultimate authority over this Sublease, the Subleased Premises, the School or other Permitted Use, and all compliance obligations, consistent with Chapter 617, Florida Statutes. The MSA structure shall comply with the Florida Not For Profit Corporation Act, all applicable provisions of Chapter 1002, Florida Statutes (governing education providers), and other applicable federal, state, and local laws.

10. Improvements. Subject to BB's Work, L&LF accepts the Subleased Premises in "as is" condition. L&LF may make non-structural, cosmetic improvements (e.g., paint, flooring, signage, décor) without consent, subject to Applicable Laws. Structural or code-related modifications require Blue Bamboo's prior written approval, not to be unreasonably withheld, conditioned, or delayed; Blue Bamboo shall respond within fifteen (15) days after receipt of L&LF's complete plans, and failure to respond within such period shall be deemed approval. L&LF shall obtain required permits; Blue Bamboo shall reasonably cooperate in good faith, including executing applications as owner/tenant of record and providing required information. L&LF shall not modify ductwork or AC systems without consent, not to be unreasonably withheld, conditioned, or delayed. Restoration: upon expiration or termination, L&LF shall remove its personal property and only those alterations that Blue Bamboo expressly designated in writing at the time of approval as "Removal Required"; L&LF shall repair damage from removal. No restoration shall be required for ordinary wear and tear.

11. Hours of Operation. Due to the use of the First Floor as a performing arts facility involving live music performances, L&LF's hours of operation are limited as follows: between 7:00 A.M. and 6:00 P.M. Monday through Friday. L&LF shall not have weekend access to the Subleased Premises during Blue Bamboo events. L&LF may be permitted to utilize the Subleased Premises after 6:00 P.M. with advance written approval of Blue Bamboo. L&LF may not conduct any operations on or in the Subleased Premises either before 7:00 A.M., or after 11:00 PM on any day without advanced written approval from the City.

12. Parking. L&LF shall be entitled to thirty-one (31) dedicated parking spaces during the hours of 7:00 AM and 5:00 PM, Monday through Friday, which shall be appropriately marked for L&LF's exclusive use during this time period. If L&LF's dedicated parking is unavailable due to the actions of Blue Bamboo for more than two (2) consecutive business days or more than five (5) business days in any calendar month (other than due to force majeure or L&LF's acts), then, after notice to Blue Bamboo, L&LF shall be entitled to one more of the following equitable remedies: (i) substitute reasonably proximate spaces arranged by Blue Bamboo at no additional

cost to L&LF, and (ii) reimbursement for reasonable, documented third-party parking costs incurred by L&LF for substitute parking. City approved signage or other approved markings identifying L&LF's dedicated parking spaces will be done at L&LF's sole cost and expense. Required handicap spaces shall be available as per code to all users and shall not be included in the L&LF designated spaces.

13. Exterior Signage. To the extent L&LF wants to install signage identifying L&LF as a tenant, L&LF shall submit a signage plan, approved by Blue Bamboo, to the City of Winter Park for approval. The signage plan must comply with the City's sign ordinance requirements. L&LF shall be solely responsible for the cost of the design and installation of any additional exterior signage.

14. Quiet Enjoyment. During the Term of this Sublease, L&LF shall and may peacefully and quietly have, hold and enjoy the Subleased Premises for the Term and any Renewal Term, free from any act or hindrance by Blue Bamboo or any person claiming by, through or under Blue Bamboo, subject, however, to the terms, covenants and conditions of this Sublease.

15. Primary Lease. All rights granted to L&LF by this Sublease are subject and subordinate to the Primary Lease. Any changes to this Sublease require written mutual agreement between Blue Bamboo and L&LF. Further, Blue Bamboo and the City hereby reserve, upon reasonable notice to L&LF, the right to access the Premises for inspections upon reasonable advance written notice. L&LF shall have no claims against the City concerning the termination or expiration of the Primary Lease, regardless of the cause or reason. In no event shall the City have any liability for monetary damages to L&LF concerning this Sublease or concerning L&LF's use or occupancy of the Premises. L&LF hereby agrees to release and hold the City and its elected and appointed officials and employees harmless from any and all claims arising out of the termination of the Primary Lease and the risks that L&LF assumes hereunder in the event of the termination or expiration of the Primary Lease. Under the Primary Lease, the City has the right to approve or reject this Sublease or any proposed amendment to this Sublease; thus, this Sublease and any proposed amendment thereto shall not be effective unless and until approved by the City. The City is an intended third-party beneficiary of this Paragraph.

16. Discontinued Use Clause: If L&LF temporarily ceases operations for up to six (6) months due to unforeseen circumstances, including renovations, restructuring, or natural disasters, it shall not be deemed in default if it provides Blue Bamboo with a written recovery plan. L&LF must continue to meet all payment obligations during this time. L&LF may terminate this Sublease in the event of a substantial loss of use for a period of six (6) months. If the Premises is severely damaged by a hurricane, fire, or other disaster such that the Premises cannot be occupied, either Party shall have the right to terminate the Sublease.

17. Maintenance/Repair. Blue Bamboo shall have the maintenance and repair obligations set forth in the Primary Lease. Notwithstanding the foregoing, L&LF must, at its sole cost and expense, maintain, repair, or replace as necessary any part or portion of the Subleased Premises. The above-stated responsibilities and obligations of L&LF must at a minimum comply with the standards set forth in the Primary Lease. Failure of L&LF to fulfill these maintenance, repair, or replacement obligations within fifteen (15) days from receipt of written notice by Blue Bamboo constitutes a breach of this Sublease and Blue Bamboo, at its option, has the right to

undertake necessary repairs, maintenance, or replacement and charge L&LF the costs of making the repairs, maintenance, or replacement. Any costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Blue Bamboo in accordance with this paragraph will be deemed Additional Rent and will be due and payable by L&LF to Blue Bamboo within fifteen (15) days after notice from Blue Bamboo.

18. Indemnification. L&LF agrees that the City and Blue Bamboo will not be liable for any injuries to any person or damage to any real or personal property except to the extent such injury or damage is caused by the negligence or willful misconduct of the City and/or Blue Bamboo. L&LF agrees to indemnify, defend, and hold harmless the City and Blue Bamboo from and against all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters, including reasonable attorneys' and reasonable experts' fees at the trial and appellate level, such as those for paralegal, investigative, and legal support services, and the actual documented, out of pocket costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Sublease, caused by, arising from, or related to L&LF's (including L&LF's employees, agents, officers, volunteers, guests, trespassers, and sublessees or subcontractors') use, actions, or inactions relating to L&LF's, or assignee's use, occupation, and operation of the Subleased Premises during the Term as such may be extended. L&LF shall not be responsible for claims arising solely from the acts or omissions of Blue Bamboo or the City. Blue Bamboo shall be solely responsible for any and all losses, damages, claims, disputes, lawsuits, interests, and other adverse matters, including attorneys' and experts' fees at the trial and appellate level, such as those for paralegal, investigative, and legal support services, and the actual costs incurred for expert witness testimony arising out of or resulting from the performance or provision of services required under this Sublease caused by or arising from or related to Blue Bamboo, including Blue Bamboo's employees, agents, officers, volunteers, guests, trespassers, contractors, or subcontractors' use, actions, or inactions. While the City and/or Blue Bamboo must provide written consent for certain improvements, such consent does not imply any liability for the design or construction of those improvements. Blue Bamboo and L&LF acknowledge that the City shall not be held responsible for any risks or damages associated with structural renovations, including but not limited to the building's roof, walls, and windows. Blue Bamboo and L&LF assume full responsibility for ensuring that all improvements comply with applicable codes and standards and for any resulting consequences. The City is an intended third-party beneficiary of any release, indemnification or hold harmless provision favoring the City (including its elected or appointed officials and employees) within this Sublease. Nothing in this Sublease shall be construed as a waiver of the City's sovereign immunity or of any other privilege, immunity or defense afforded by law to the City or its officers, officials, employees and agents. Nothing in this Sublease may inure to the benefit of any third party for the purpose of allowing any claim against the City, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Any vendors hired by L&LF, or their subcontractors, who provide indemnification to L&LF must also extend the same indemnification to the City and Blue Bamboo. This requirement includes all obligations to defend, hold harmless, and indemnify the City and Blue Bamboo against any claims, liabilities, or damages arising from the vendor's activities related to the Subleased Premises. This Section 19 survives cancellation and termination of this Sublease.

19. Insurance. L&LF shall maintain throughout the Term the insurance coverages for the Subleased Premises required by the Primary Lease. The liability coverage shall name Blue Bamboo and City as additional insureds thereunder and shall contain waiver of subrogation and

severability of interests endorsements. L&LF shall furnish Blue Bamboo with reasonably satisfactory evidence that such insurance is in effect at or before the Rent Commencement Date and thereafter on request. Additionally, L&LF will reimburse Blue Bamboo for one third (1/3) of the costs incurred by Blue Bamboo for Comprehensive General Liability and Fire and Casualty Insurance premiums for the Entire Premises (“Building Insurance Costs”). An invoice detailing the Building Insurance Costs shall be submitted to L&LF by Blue Bamboo when paid by the Blue Bamboo (and reimbursed by L&LF to Blue Bamboo within thirty (30) days of receipt of such invoice). Building Insurance Costs shall not include insurance maintained by Blue Bamboo specifically related to Blue Bamboo’s activities (i.e., liquor sales).

20. Assignment and Subleasing: L&LF shall not assign or sublease any portion of the Premises without the prior written consent of Blue Bamboo, which may be granted or withheld in Blue Bamboo's sole discretion and must comply with the Primary Lease requirements. Notwithstanding the foregoing, L&LF may, with Blue Bamboo’s consent and prior written notice, grant licenses within the Subleased Premises in furtherance of the Permitted Use, provided such license does not create a tenancy and are subordinate to this Sublease.

21. Dispute Resolution: Before initiating any legal action (other than applications for temporary, emergency, or equitable relief), the Parties agree to attempt resolution through non-binding mediation administered by a mutually acceptable mediator in Orange County, Florida. L&LF shall receive at least sixty (60) days' notice prior to Blue Bamboo initiating any legal action, unless expedited filing is required. Either Party may file to preserve a claim if expedited filing is required by law or to seek emergency injunctive relief.

22. Attorneys' Fees. If either Party commences or defends an action for eviction or recovery of Rent against the other Party arising out of or in connection with this Sublease, the prevailing Party will be entitled to have and recover from the non-prevailing Party reasonable attorneys' fees and costs of litigation, including through all appeals. Otherwise, each Party will bear its own fees and costs in any litigation arising out of this Sublease.

23. Binding on Successors and Assigns. Each provision of this Sublease performable by either Party hereto will be deemed both a covenant and a condition. The terms, conditions, and provisions of this Sublease are binding upon and inure to the benefit of each of the Parties hereto, their heirs, personal representatives, and successors and assigns; provided, however, this Sublease may not be assigned or sub-let in whole or in part L&LF without the prior written consent of Blue Bamboo.

24. Notices. Any and all notices to be delivered hereunder shall be in writing and are deemed to be delivered:

- a. when hand-delivered to the person hereinafter designated,
- b. on the date of deposit in the United States Mail, return receipt requested, or
- c. on the date such notice is given into the possession of a national delivery company, including but not limited to Federal Express, for delivery requiring signature acceptance.

Written notices shall be addressed to a Party at the address set forth below, or at such other address as the applicable Party shall have specified, from time to time, by written notice to the other Party delivered in accordance herewith. Blue Bamboo or their designee has full authority to send all notices related to this Sublease on behalf of Blue Bamboo.

The Parties' addresses are as follows:

Blue Bamboo: Blue Bamboo Center for the Arts Inc.
Attention: Jeff Flowers
460 E. New England Avenue.
Winter Park, Florida 32789

With a copy to: Shutts & Bowen, LLP
Attention: Michael Gore
300 S. Orange Avenue, Suite 1600
Orlando, Florida 32801

L&LF: Love & Life Foundation, Inc.
Attention: Mark Wideman
460 E. New England Avenue
Winter Park, Florida 32789

With a copy to: GrayRobinson, P.A.
Attention: Tucker Thoni
301 E. Pine Street, Suite 1400
Orlando, Florida 32801

25. Holdover. If L&LF remains in possession of the Premises after the expiration of the Term or any extension thereof, L&LF will be deemed to be occupying the Premises pursuant to a month-to-month leasehold under the same terms of this Sublease, at a rate equal to 105% of the most recent monthly rent amount., as such may be increased per the terms of this Sublease. However, this provision does not prevent Blue Bamboo from refusing such month-to-month arrangements or refusing to accept monthly rent and electing its remedies to evict or eject L&LF from the Premises if L&LF refuses to vacate the Premises upon demand by Blue Bamboo.

26. Time. Time is of the essence to this Sublease. Neither Party may be required to perform any term, covenant or condition of this Sublease so long as such performance is delayed or prevented by force majeure, which will mean any acts of God, strike, lockout, material or labor restriction by any governmental authority, civil riot, pandemic, or any other cause not reasonably within the control of such Party and which by the exercise of due diligence such Party is unable, wholly or in part, to prevent or overcome. During any period when L&LF is legally precluded by governmental order or shutdown from operating the Permitted Use in material part, rent shall equitably abate proportionate to the loss of use, and payment of Shared Costs and Building Insurance Costs may be deferred (without late fees or default interest) until sixty (60) days after the restriction is lifted, at which time deferred amounts shall be paid on a reasonable installment schedule over not less than three (3) months.

27. Applicable Law. The laws of the State of Florida govern the validity, performance, and enforcement of this Sublease.

28. Severability. The invalidity or unenforceability of any provision, term, paragraph, sentence, or word of this Sublease as determined by a court of competent jurisdiction will not affect or impair the remainder of the Sublease, unless such invalidity or unenforceability frustrates the primary purpose of the Sublease or renders it inequitable to either Party. Should such invalidity or unenforceability frustrate the primary purpose of this Sublease or render it inequitable to either Party, the invalid or unenforceable terms of this Sublease shall be construed by the court in a manner that effectuates the Parties' intent, and the remainder of the Sublease shall remain in full force and effect.

29. Survival. Those provisions, which by their nature are intended to survive the expiration, cancellation, or termination of this Sublease Agreement, including, by way of example only, the indemnification and public records provisions, will survive the expiration, cancellation, or termination of this Sublease Agreement.

30. Entire Agreement. This Sublease contains all the terms and conditions agreed to by the Parties. No other agreement, oral or written, regarding the subject matter of this Sublease shall be deemed to exist or to bind either Party hereto.

31. Venue. Exclusive venue in any action to construe or enforce the provisions of this Sublease will, if in state court, be in the Circuit Court of and for Orange County, Florida, or, if in federal court, be in the United States Middle District of Florida, Orlando Division. Furthermore, this Sublease is governed by and to be interpreted under the laws of the State of Florida.

32. Incident Reporting. L&LF shall report any incident that may result in legal liability within three (3) business days, in accordance with the requirements passed through from the City. Each Party agrees to notify the other in writing within three (3) business days of any occurrence of any incident or action giving rise to potential liability, including, but not limited to, lawsuits, injuries, or allegations of abuse or neglect made against Blue Bamboo, or L&LF related to this Sublease; however, such notice will not be required in the event that more immediate filing is required to preserve a cause of action or administrative right due to an administrative deadline, applicable statute of limitations, or statute of repose. Any incidents that occur on the Premises that may result in a claim must be documented, including all available details at the time. This documentation, along with any relevant surveillance data, must be provided to Blue Bamboo and or the City within three (3) business days of the occurrence. Additionally, any legal documents delivered to Blue Bamboo and L&LF regarding incidents that occur on the property must be promptly shared with the City.

33. No Waiver. Continued performance or failure to perform or exercise any rights by either Party after a default or violation of any of the terms, covenants, or conditions herein may not be deemed a waiver of any right to terminate this Sublease or elect any other remedy or action, nor may it be construed or act as a waiver for any subsequent default.

34. Non-assignability. L&LF may not assign any or all of its rights or obligations under this Sublease without the prior written consent of Blue Bamboo, which assignment may be agreed

to, denied, or conditioned in part or in whole as Blue Bamboo deems appropriate in its sole discretion. Failure to comply with this section may result in immediate termination of this Sublease. The provisions of this Section 34 shall not effect L&LF's rights in Section 9 regarding the MSA.

35. Third Party Beneficiary. This Sublease is solely for the benefit of the Parties signing hereto, and no right nor any cause of action may accrue to or for the benefit of any third party, except as specifically provided in paragraph 15 and 19 hereof regarding the City of Winter Park.

36. No Joint Venture. It is mutually understood and agreed that nothing contained in this Sublease may be construed as creating or, in any way, create or establish a relationship as partners or joint ventures between the Parties hereto or cause L&LF to be or become an agent or representative of Blue Bamboo or the City for any purpose or in any manner whatsoever.

37. Compliance with Laws. L&LF and Blue Bamboo agree to comply with all laws, codes, rules, and regulations, including those of the Federal, State, and local agencies having jurisdiction.

38. Taxes. L&LF is responsible for the payment of any and all personal property taxes and/or assessments that may be assessed relating to the Subleased Premises.

39. Brokers. Blue Bamboo and L&LF hereby represent and warrant that there are no brokers or others who might be entitled to any fees or commissions as a result of this Sublease or L&LF's occupancy of the Subleased Premises. Blue Bamboo and L&LF hereby indemnify, defend and hold each other harmless from and against any and all loss, cost, damage or expense suffered or incurred by the indemnified party as a result of any claim made against the indemnified party which is based upon a breach of the foregoing representation and warranty by the indemnifying party. This paragraph shall survive the expiration or termination of this Sublease, by lapse of time or otherwise.

40. Easements and Appurtenances. L&LF shall have the benefit of all easements, rights of way, and other appurtenances now or hereafter benefiting the Premises, to the same extent Blue Bamboo is entitled to use the same under the Primary Lease and shall comply with all obligations relating thereto. L&LF's use of such easements shall be subject to the same terms and conditions applicable to Blue Bamboo under the Primary Lease.

41. Radon Gas. The following notification is provided under Section 404.056(5), Florida Statutes: "Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department."

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK SIGNATURE
PAGE TO FOLLOW]

IN WITNESS WHEREOF, Blue Bamboo and L&LF have hereunto set their hands and seals the day and year above written.

BLUE BAMBOO:

Blue Bamboo Center for the Arts Inc,
a Florida not-for-profit corporation

Print

Signature

Date _____

L&LF:

Love & Life Foundation, Inc.,
a Florida not-for-profit corporation

Print

Signature

Date _____