

Revised 07/11/11

**LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this 13 day of December, 2011, by and between the CITY OF VENICE, a municipal corporation in the County of Sarasota and State of Florida, hereinafter called City and/or Landlord, and VENICE ART CENTER, INC., a Florida non-profit corporation, herein referred called Tenant;

**WITNESSETH:**

WHEREAS, the City is the owner of certain property hereinafter described, which has been designated for use by the public as a park and recreational center and for other municipal purposes; and

WHEREAS, the VENICE ART CENTER, INC., was organized by a group of interested citizens who desire to stimulate and encourage the appreciation of all art forms, including not only the fine arts, but all allied arts, and said corporation has raised funds and constructed an art center on the premises pursuant to a prior lease between the parties; and

WHEREAS, said art center has been open to the public and of material assistance in the education of both school children and adults in the appreciation and understanding of all forms of art and provide them with a place to develop and exhibit their own artistic endeavors; and

WHEREAS, the Venice City Council has determined that the operation of a non-profit art center on the subject property which is open to the general public serves a valid public and charitable purpose; and

WHEREAS, the City Council of said City has found and determined that the maintenance of an art center on the property hereinafter described would not be inconsistent with its usage as a public park and recreation center, but would actually enhance its use and enjoyment by the public for such purposes, and that said property is not needed for other municipal purposes; and

WHEREAS, the parties hereto previously entered into a twenty (20) year written lease agreement dated April 6, 1987, which inadvertently expired on April 5, 2007, without being renewed.

NOW, THEREFORE, for and in consideration of the premises and the covenants herein contained, including the payment by the Tenant of the rental hereinafter provided for, the parties hereto do agree as follows:

1. Property Description. The Landlord hereby rents to the Tenant the property hereinafter described, to-wit:

An area 250 feet square at the corner of Turin Street and Nokomis Avenue, fronting 250 feet north from said corner on Nokomis Avenue and 250 feet west from said corner on Turin Street, being situate in Blalock Park, Lot 88A, in the City of Venice, Sarasota County, Florida. An accurate description of said property to be by subsequent survey.

2. Term. The term shall be for twenty (20) years and shall commence on April 6, 2007.

3. Rent. The Tenant shall pay rent to the Landlord in the amount of One Dollar (\$1.00) per year, payable in advance, for each year of said term.

4. Additional Improvements. The Tenant shall be authorized to construct buildings and other improvements on said property; provided that all plans and specifications for the erection of any such buildings shall be submitted for prior approval to the City Council of the City of Venice,

Florida. The Tenant also agrees to keep accurate records of the costs of all such improvements, which shall be available for the inspection by the Landlord at all reasonable times. The Tenant agrees that no expense in connection with the construction of said art center shall be borne by the City.

It is understood that nothing herein contained shall be construed as authorizing the Tenant to bind the Landlord or its credit in respect of the construction for the improvements herein above mentioned, and to this end the Tenant covenants that it will not suffer any lien for such improvements to remain in effect longer than thirty (30) days after being notified of the filing against the Landlord of any claim of lien for labor or materials theretofore furnished thereon. The Tenant further engages to indemnify and save harmless of and from any and all loss or damages resulting from a breach of any of the covenants in this paragraph contained, which shall be deemed a material and essential part of the consideration for this lease. Tenant shall secure a surety bond, or other security acceptable to the City Attorney, in an amount sufficient to assure the payment and performance of all sums due under all contracts for the construction of improvements to the leased premises.

5. Encumbrance of Leasehold Interest. Lessee may encumber by mortgage or deed of trust, or other proper instrument, its leasehold interest and estate in the leased premises, together with all buildings and improvements placed by lessee on the premises, as security for any indebtedness of lessee. The execution of any mortgage, or deed of trust, or other instrument, or the foreclosure of the instrument, or any sale under the instrument, either by judicial proceedings or by virtue of any power reserved in the mortgage or deed of trust, or conveyance by lessee to the holder of such indebtedness, or the exercising of any right, power, or privilege reserved in any mortgage or deed

of trust, shall not be held as a violation of any of the terms or conditions of this lease. No such encumbrance, foreclosure, conveyance, or exercise of right shall relieve lessee from its liability under this lease.

If lessee shall encumber its leasehold interest and estate in the leased premises, and if lessee or the holder of the indebtedness secured by the encumbrance shall give notice to lessor of the existence of the encumbrance and the address of the holder, then lessor will mail or deliver to the holder, a duplicate copy of all notices in writing which lessor may, from time to time, give to or serve on lessee under and pursuant to the terms and provisions of this lease. Copies shall be mailed or delivered to the holder at, or as near as possible to, the same time the notices are given to or served on lessee. Holder may, at its option, at any time before the rights of lessee shall be terminated as provided in this lease, pay any of the rents due under this lease, or pay any taxes and assessments, or do any other act or thing required of lessee by the terms of this lease, or do any act or thing that may be necessary and proper to be done in the observance of the covenants and conditions of this lease, or to prevent the termination of this lease. All payments so made, and all things so done and performed by the holder shall be as effective to prevent a foreclosure of the rights of lessee under the lease as they would have been if done and performed by lessee.

6. Utilities. The Tenant agrees to pay all charges for all utilities used and consumed on the leased premises, and the Landlord shall not be held responsible for any interruption of services thereon.

7. Title to Improvements. Title to all improvements erected or constructed on the leased premises shall pass to the Landlord upon termination of this lease. Fixtures or other personal property placed upon the leased premises by the Tenant that do not become part of the buildings shall

continue to be personal property of the Tenant and shall not be deemed to be part of the real estate; and Tenant shall have the right, within thirty (30) days after the expiration of the lease, or any renewal or extension hereto, to remove all of said fixtures and other personal property belonging to it.

8. Maintenance. The Tenant agrees to maintain the leased premises in good, safe and sanitary condition and not to use the leased premises, or any part thereof, or permit the same knowingly to be used, for any illegal, immoral or improper purpose, nor shall anything be brought in or kept on the leased premiss which shall increase the fire hazard or rate of insurance incident to the normal occupancy thereof for the uses and purposes aforesaid. The Landlord may, at the sole discretion of the Landlord, resurface the existing parking area as it may be desirable to do from time to time. The parties have an informal agreement with Sarasota County that Sarasota County will maintain the grounds. If Sarasota County stops maintaining the grounds, then the Tenant shall be responsible to maintain the grounds.

9. Use Restrictions. The Tenant agrees to maintain and operate the premises as a public art center during the entire term of this lease. Said art center shall at all times be open to the general public during reasonable hours and under reasonable rules and regulations. It is understood and agreed that the management and operation of said art center shall be vested in the Tenant or its designee or designees, but shall always be nonprofit in character. The Tenant shall continue to provide art classes to members of the public for nominal fees and to promote the work of local artists.

10. Access. The Landlord, through its duly authorized agents, shall have the right, at all reasonable times, to enter upon the leased premises for the purpose of examining the same to determine if the terms and conditions of this lease are being complied with.

11. Insurance and Indemnity. Tenant shall procure and maintain, during the life of the Lease Agreement, the insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specified approval by the City.

A. Commercial General Liability including but not limited to bodily injury, property damage, contractual, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate.

B. Property for all improvements and Tenant's Personal Property on said property and for all risks of loss included in "Special Form" exclusions as found in policies of insurance approved by Insurance Services Office (ISO) and approved by Landlord in an amount not less than the full estimated replacement cost of the improvements. Tenant is responsible for full replacement cost, including any deductibles.

Policy Form:

A. All policies required by this Lease Agreement, unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this

Lease Agreement. Insurer(s) shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

B. Each insurance policy required by this Lease Agreement shall:

(1) Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) Be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice Risk Manager.

C. The City shall retain the right to review, at any time, coverage form/policy, and amount of insurance.

D. The procuring of required policies of insurance shall not be construed to limit Tenant's liability nor to fulfill the indemnification provisions and requirements of this Lease Agreement.

E. The Tenant shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Lease Agreement and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. Deductible levels should be acceptable to the City.

F. Certificates of Insurance evidencing Occurrence form coverage and conditions to this Lease Agreement are to be furnished to the City's Risk Manager, 401 West Venice Avenue, Venice, Florida 34285, ten (10) business days prior to commencement of Lease Agreement and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

Notices of Claims associated with this Lease Agreement shall be provided to the Tenant's insurance company and the City's Risk Manager, as soon as practicable after notice to the Tenant.

Tenant shall indemnify and hold harmless the City of Venice, its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Tenant and persons employed or utilized by the Tenant in connection with the Lease Agreement.

12. Taxes. The Landlord will pay, on or before April 1<sup>st</sup> of each year, all City taxes and assessments (if any) that may be levied or assessed against the demised premises during the leasehold period; and the Tenant shall pay all other taxes levied on the premises or on personalty located thereon; the Tenant shall also pay any income or excise taxes that may be levied or imposed on the operation of said facilities by any governmental authority other than the City of Venice.

Contesting taxes. If Tenant shall in good faith desire to contest the validity or amount of any tax, assessment, levy, or other governmental charge agreed to be paid by Tenant, Tenant shall be permitted to do so, and to defer payment of such tax or charge, the validity or amount of which lessee is so contesting, until final determination of the contest, on giving to lessor written notice prior to the commencement of any such contest, which shall be at least ten days prior to delinquency, and on protecting lessor on demand by a good and sufficient surety bond against any such tax, levy, assessment, rate, or governmental charge, and from any costs, liability, or damage arising out of any contest.

13. No Assignment. The Tenant may not assign or sublet any part of the leased premises except for that certain sublease with The Art Café of Venice dated October 1, 2010, a copy of which is attached as Exhibit "A". The Tenant shall have the right to modify the sublease by changing the

subtenant and the rent provided the rent cannot be increased more than 100% **above that set forth in the attached sublease.** The Tenant may encumber its leasehold interest as security for improvements made to the demised premises pursuant to the terms hereof. Any such encumbrance shall in all respects be subject to all the terms and conditions of this lease.

14. Relationship of Parties. Nothing herein contained shall be construed as constituting a partnership or joint venture between the Landlord and the Tenant, with respect to the operation of any business or other activity conducted on the demised premises.

15. Non-Discrimination. It is understood between the parties that the art center is to be operated for the use and benefit of the public without unjust discrimination and excessive or unreasonable charges.

16. Default. If the Tenant shall be in default of the payment of the rental due hereunder and shall fail to correct and rectify such default within ten (10) days, or if the Tenant shall be in default in the performance of any of the covenants or conditions hereof, and shall fail to correct and rectify such default within thirty (30) days from written notice thereof from the Landlord, then the Tenant shall become a tenant at sufferance hereunder, and Landlord shall have the right to cancel this lease and repossess said premises as provided by law. All rights, powers, remedies and privileges conferred hereunder upon the parties hereto shall be cumulative, but not restrictive of, those given by law.

17. Attorney Fees. In the event of a dispute between the parties arising from or related to this lease, the prevailing party shall be entitled to recover a reasonable attorneys fee for trial and appellate services.

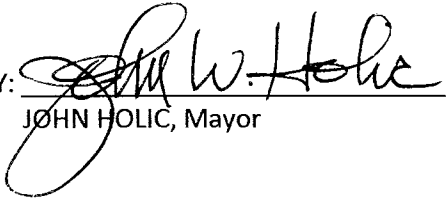
18. Non-Waiver. Landlord's failure to take advantage of any default hereunder shall not be construed as a waiver thereof, nor shall any custom or practice which shall grow up between the parties in the course of administration of this lease be construed to waiver or to lessen the right of the Landlord to insist upon the strict observance of all the terms and conditions hereof.

19. Binding Upon Successors. Except as herein otherwise provided this lease shall inure to the benefit of and shall be binding upon the respective successors, personal representatives and assigns of the parties herein above named.

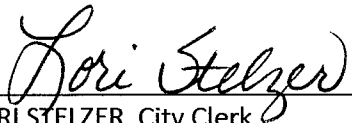
20. Renewal Option. Subject to the faithful performance by the Tenant of the terms and conditions of this lease, the Tenant may, at its option, re-lease said premises at the end of the term herein provided for an additional period of twenty (20) years on terms and conditions to be agreed upon at the expiration hereof; provided, that in the event the Tenant desires to exercise its option to renew this lease, Tenant shall give Landlord written notice of its intention to do so at least ninety (90) days prior to the expiration hereof.

IN WITNESS WHEREOF the parties hereto have caused their respective representatives to execute this instrument on their behalf.

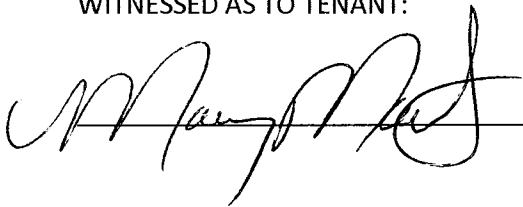
LANDLORD  
CITY OF VENICE, FLORIDA

BY:   
JOHN HOLIC, Mayor

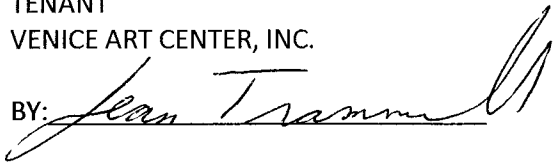
ATTEST:

  
LORI STELZER, City Clerk

WITNESSED AS TO TENANT:

  
\_\_\_\_\_

TENANT  
VENICE ART CENTER, INC.

BY: 

**Approved By City Council**

**Date:** 12/13/11

## SUBLEASE

THIS SUBLEASE is entered into this 1st day of October, 2011, between Venice Art Center, Inc., hereinafter "Sublessor", and Java Florist and Cafe LLC d/b/a Java Café at the Arts, hereinafter "Sublessee".

Whereas, the City of Venice and Venice Art Center, Inc. are parties to a Lease Agreement dated October, 2011, regarding the property known as the Venice Art Center located at 390 Nokomis Avenue, Venice, Florida 34285; and

Whereas, the Sublessor wishes to sublet to the Sublessee and the Sublessee wishes to sublet from the Sublessor a portion of the leasehold for use as a restaurant.

Now, therefore, for and in consideration of the covenants contained therein, the parties agree as follows:

1. **Subleased Premises.** The premises subleased hereunder are described as kitchen and side gallery/café space comprising a total of 633 square feet in the interior and 1,170 square feet in the patio/exterior, all located at Venice Art Center, 390 Nokomis Ave., Venice, FL 34285 and depicted as the hatched area on the floor plan attached hereto.

2. **Term.** The term of this Sublease shall be for one (1) year commencing October 1, 2011 and terminating September 30, 2012 unless sooner terminated or renewed as hereinafter provided.

3. **Rent.** Sublessee agrees to pay Sublessor as monthly rent hereunder the sum of \$ 775.00, plus all applicable sales tax, starting the month of November 2010, in advance beginning on the commencement date of this Sublease. All rent payments will be paid in advance to the Sublessor at Venice Art Center on the 1st day of each month. Without limiting any other remedies of Sublessor hereunder, Sublessee agrees that any rent payment which is not paid within five (5) days of the due date will obligate Sublessee to pay Sublessor a late payment fee of \$25.00 per day calculated from the original due date of the rental payment until paid in full.

4. **Renewals.** Sublessee shall be given one (1) option(s) to renew this Sublease for an additional period of one (1) year. Sublessee must exercise its option to renew in writing to the Sublessor no later than ninety (90) days prior to the expiration of the Sublease Term. The Sublessor has the right to choose whether they will renew the Sublease with the Sublessee. If the Sublessor has chosen not to renew the Sublease with the Sublessee, the Sublessor will give a written notice to the Sublessee (60) days prior to the end of the Sublease expiration.

5. **Default.** If any payment of rent or any other sum herein provided to be paid by Sublessee shall not be made within five (5) days after the same severally becomes due, without further demand or notice, or if Sublessee shall remain in default under any other condition of this Sublease for a period of ten (10) days for monetary default and 30 days to cure for non-monetary default after written notice from Sublessor, or, subject to the terms here of, should any other person than Sublessee secure possession of the premises or any part thereof by reason of any sublease or assignment without Sublessor's written consent, or on account of receivership, bankruptcy proceedings or other operation of law in any manner whatsoever, then Sublessee covenants that the entire rent for the term of this Sublease shall become immediately due and payable and recoverable forthwith by Sublessor in which case Sublessee agrees to pay all costs of collection of such rent or other sums as may be due including reasonable attorney's fees. In addition, Sublessor shall have all statutory, common law, and equitable remedies provided for by law in the event of Sublessee's default under any of the terms and conditions of this Sublease.

6. **Use of premises.** The Subleased premises shall be used by Sublessee for restaurant and for no other purpose or use. Sublessee shall make no unlawful or offensive use of the premises and shall abide by all statutes, ordinances, rules or regulations of any governmental authority; which may be applicable to the operation of the commercial business permitted by this Sublease. Sublessee shall not do or permit to be done any act or thing which may constitute a nuisance or which may void or make invalid any insurance of such premises against fire or other hazards or may result in increased or extra premiums for any insurance. Sublessee agrees not to use, keep or store on the Subleased premises any dangerous, explosive, or toxic material. Sublessee agrees to indemnify the Sublessor from any damages that may result from its occupancy.

7. **Assignment and Subletting.** Sublessee will not assign, lease or sub-lease space.

8. **Maintenance.** Sublessee will maintain the kitchen and side gallery/café space for cleanliness and in reasonable repair. Sublessor will maintain the exterior of the building and all structural components of the building including all fixtures owned by the Sublessor.

9. **Insurance.** Sublessee further agrees to purchase and maintain in force during the term of this Sublease or any renewal or extension hereof, public liability insurance through an insurance company approved by Sublessor, adequate to protect against liability or damage claimed through public use of or arising out of, accidents occurring in or around the Subleased premises by Sublessee or its agents, visitors, or employees in a minimum amount of \$1,000,000 for any one accident, and \$500,000 for property damage. In addition, Sublessee shall carry full coverage

casualty insurance on Sublessee's goods and equipment kept on the subleased premises. All costs of such insurance shall be at the expense of the Sublessee. Such insurance policy or policies shall provide coverage for Sublessor's contingent liability on such claims or losses. Sublessee further agrees that all policies shall contain a written commitment from insurer to notify Sublessor in writing at least thirty (30) days prior to the cancellation or refusal to renew any policy. Sublessee shall provide Sublessor with a copy of each certificate of coverage as and when issued by the insurer. In the event Sublessee shall fail to keep all required insurance policies in full force and effect during the entire term of this Sublease, and any extension or renewal thereof, Sublessor may procure the necessary insurance required by this Sublease, and any premiums paid by Sublessor shall be immediately due as additional rent and failure to make such payments upon demand shall be deemed a default under the terms of this Sublease. Sublessee shall name the City of Venice as an additional insured on all of the above-described forms of insurance.

10. **Alterations and Construction.** Sublessee shall make no alterations in or additions to the Subleased premises.

11. **Destruction of Premises.** In the event that the premises shall be destroyed or so damaged by fire or other casualties as to be rendered un-Sublesseeable for more than 45 days then it shall be optional with either party to consider this Sublease as terminated. If building is damaged but Sublesseeable then Sublessee shall continue to be obligated under the terms of this **Sublease**.

12. **Abandonment.** Sublessee shall not, without first obtaining written consent of Sublessor, abandon the premises, or allow the premises to become vacant or deserted.

13. **Utilities.** Sublessor agrees to pay for all utilities provided to the Subleased premises including, water, sewer, refuse collection and electric, except Sublessee is responsible to pay any extraordinary refuse collection requested by Sublessee to refuse collector. Unless caused by Sublessor, Sublessor shall not be responsible for interruption of utility services to the Subleased premises.

14. **Condition of Premises.** Sublessee acknowledges that it has inspected the subleased premises and agrees to accept the Subleased premises in as is condition and acknowledges that Sublessor has made no representations or guarantees as to condition of the building or the balance of the subleased premises.

15. **Indemnity.** Sublessee shall indemnify and save Sublessor harmless from all fines, suits, proceedings, claims and actions of any kind by Sublessee by reason of any breach or nonperformance of any covenant or condition hereof. Sublessor shall not be liable to Sublessee for any damage sustained by it due to defects or changes in conditions in the premises, or any part of the premises, of which the Subleased premises are a part, nor to any person, nor to any goods or things of any person by reason of any cause whatsoever, relating to or occurring in or on the Subleased

premises, or any other portion of the building of which the Subleased premises are a part. Sublessee shall defend any and all actions suits or proceedings which may be brought against Sublessor or in which Sublessor may be impleaded or joined with others arising out of or in any way associated with Sublessee's use or occupancy of the Subleased premises are a part. Sublessee shall defend any and all actions, suits or proceedings which may be brought against Sublessor or in which Sublessor or in which the Sublessor may be impleaded or joined with others arising out of or in any way associated with Sublessee's us of occupancy of the Subleased premises and shall satisfy, pay and discharge any and all judgments, orders and decrees that may be recovered against Sublessee or Sublessor in any such action or proceedings.

16. **Termination.** Upon termination of this Sublease, Sublessee shall vacate the premises and deliver possession of the same to Sublessor in as good a condition as of the date here of, reasonable wear and tear excepted. Sublessee shall have no right to remove any fixtures from the subleased premises regardless of whether or not said fixtures were installed by Sublessee upon the demised premises during the term of the Sublease.

17. **Subordination by Sublessee.** In return for an agreement of non-disturbance from the subject lender, Sublessee agrees that he will, upon request of Sublessor and/or the City of Venice, at all times during the Sublease, execute such instruments and documents as may be required by the Sublessor and/or the City of Venice for the purpose of subordinating Sublessee's interest to the lien of any mortgage or mortgages, or renewal, replacement or extension thereof, which the Sublessor may desire to place against said premises; provided, however, that such action shall not require the payment of any money by Sublessee other than as provided by the terms of this Sublease.

18. **Notice:** Notices required or permitted to be given under law or under the terms of this Sublease shall be delivered as follows unless changed in writing by either party:

Sublessor: Venice Art Center 390 Nokomis Ave. Venice, FL 34285	Sublessee: Java Florist and Cafe LLC d/b/d Java Café at the Arts 2357 S. Tamiami Trail - #15 Venice, FL 34293
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19. **Attorneys' Fees:** In the event either party breaches any of the terms of this agreement whereby the non-breaching party employs attorneys at law to protect or enforce its right hereunder, the non-prevailing party in any such dispute agrees to pay all reasonable attorneys' fees, including appellate fees, if any, so incurred by the prevailing party.

20. **Miscellaneous Provisions:** This agreement may not be modified or amended except in writing signed by both parties. The agreement is binding upon

the heirs, successors and assigns of the parties. Time is of the essence of this agreement. If any portion of this Sublease agreement is found to be invalid, it shall not invalidate the remainder of the agreement. All questions concerning validity, interpretation and enforcement of this agreement shall be determined pursuant to the laws of the State of Florida.

21. **Radon Gas Notification:** Florida Statutes require the following notice be given. "RADON GAS: 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 our County Public Health Unit."

22. **Business Hours and Sublessor Use of Premises:** Sublessee will use the Subleased premises during normal business hours for Sublessor, unless Sublessee requests in advance and the Sublessor approves Sublessee using the Subleased premises outside of normal business hours. Sublessor may require Sublessee, upon reasonable advance notice, to allow Sublessor to use the Subleased premises, at any time, including normal business hours.

23. **Signage:** Sublessee shall exhibit no signs on the exterior of the building wherein the demise premises is located.

24. **Repair and Maintenance:** Sublessor shall be responsible, at its expense, for all repair and maintenance of the following Building and Common Area elements: roof, foundations, outside walls, sidewalks, parking lot, common corridors, drainage system, heating, air conditioning, plumbing, electrical wiring, landscaping, except for that which is Sublessee specific; i.e. owned by Sublessee.

25. **Sublessor's Access to the Premises:** Sublessor or Sublessor's Agent may enter the Subleased premises:

- At any time for preservation of the Subleased premises.
- After reasonable notice to Sublessee at reasonable times for the purpose of repairing the Subleased premises.
- To inspect the Subleased premises; make necessary or agreed-upon repairs, decorations, alterations or improvements; supply agreed services or to exhibit the Subleased premises to anyone for any reason under the following circumstances:
  - With Sublessee's consent;
  - In case of emergency;
  - When Sublessee unreasonably withholds consent;
  - If Sublessee is absent from the Subleased premises for at least one-half a Rental Installment period.

26. **Sublessee Compliance with Lease:** Sublessee agrees to comply with all of the terms and conditions contained in the Lease Agreement dated \_\_\_\_\_ 2011 between the City of Venice and Venice Art Center, Inc.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

**Witnessed by: As to Sublessor**

Kathryn Newsome  
\_\_\_\_\_

**SUBLESSOR: Venice Art Center, Inc.**

By: Jean Trammel  
Jean Trammel

Title: President - Duly Authorized

Date: 11-29-2011

**Witnessed by: As to Sublessee**

Mary Ann  
\_\_\_\_\_

**SUBLESSEE: Java Florist and Cafe LLC  
d/b/a Java Café at the Arts**

By: Susan J. Flynn  
Susan J. Flynn

Title: Manager/Member - Duly Authorized

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

