



LEASE AGREEMENT

THE COLLEGE OF THE FLORIDA KEYS, a Florida College System Institution

to

PERFORMING ARTS CENTERS OF KEY WEST, INC., a Florida not-for-profit corporation

Premises: The College of the Florida Keys
 5901 College Road
 Key West, FL 33040
 Tennessee Williams Theatre

Commencement Date: July 1, 2025

LEASE AGREEMENT

1. Basic Provisions

a. **Parties:** This Lease Agreement ("Lease") dated April ___, 2025, is made by and between THE COLLEGE OF THE FLORIDA KEYS, a Florida College System Institution ("Landlord") and PERFORMING ARTS CENTERS OF KEY WEST, INC., a Florida not-for-profit corporation ("Tenant") (collectively the "Parties," or individually a "Party").

b. **Leased Premises:** The approximately 35,000 square foot premises commonly known as the Tennessee Williams Fine Arts Center located at The College of Florida Keys campus ("CFK Campus") and reflected on Exhibit A attached hereto ("Leased Premises") provided that the areas shaded, colored yellow or marked up are not a part of the Leased Premises, located in that certain building on the Campus located at 5901 College Road, Key West, FL 33040 ("Building"), which Leased Premises includes two stages, a green room, bathroom facilities, box office and other office areas. Tenant shall have non-exclusive rights to the Common Areas (as defined below), but shall not have any rights to the roof, exterior walls or utility raceways of the Building, or other areas of the CFK Campus, unless approved by Landlord.

c. **Term:** The term of this Lease ("Term") shall be five years commencing on July 1, 2025 ("Commencement Date") and shall end on June 30, 2030 ("Expiration Date"). Subject to the covenants and conditions set forth in Paragraph 2.

d. **Rent:**

Rent From	Rent To	Monthly Payment
July 1, 2025	June 30, 2030	\$1

e. **Security Deposit:** \$0.00.

f. **Permitted Use:** The general operation, maintenance and improvement of the theatre, both operationally and physically, and the rest of the Leased Premises (ii) the promotion and production of shows, plays, musicals, and other performances and events, (iii) community groups and others to host meetings, conferences, and other events, (iv) presentation of speakers and lectures, (v) graduation ceremonies and (vi) any related uses, all as permitted by and in compliance with all Applicable Laws.

g. **Brokers:** None.

h. **Parking Spaces:** Tenant, its guests, employees, patrons, contractors, and invitees shall have the right to use, on a first come-first serve basis, unassigned striped automobile parking spaces located in the parking lot of the CFK Campus. No overnight parking shall be permitted except as set forth in this Lease.

i. **Tenant's Trade Name:** Tennessee Williams Theatre.

j. **Addenda and Exhibits:** Attached hereto are the following Addenda and Exhibits, all of which constitute a part of this Lease:

Exhibits:	Exhibit A: Description of Premises
	Exhibit B: Move-Out Standards

Exhibit C: Rules and Regulations

Schedule 6 **Landlord Theatre Property**
Schedule 12 **Insurance Requirements**

2. Term of the Lease:

a. Lease Commencement and Expiration Dates. The Commencement Date, Expiration Date and Term of this Lease are as specified in Paragraph 1.c. Notwithstanding that the Commencement Date may occur and the Term and rent payments may commence after the date of execution of this Lease, upon delivery and acceptance of this Lease in accordance with the terms of this Lease, this Lease shall be in full force and effect and valid and binding against the parties in accordance with, but on and subject to, the terms and conditions of this Lease.

b. Termination Due to Redevelopment. In the event Landlord elects to commence redevelopment of any portion of the Leased Premises or develop and construct a new theatre complex on the CFK Campus, Landlord may terminate this Lease and relieve both parties of all duties under this Lease, except for matters specified, or which by their nature are intended, to survive the termination of this Lease by providing three hundred sixty five (365) days written notice of termination to Tenant.

3. Leased Premises; Common Areas:

a. Letting. Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Leased Premises upon all of the terms, covenants and conditions set forth in this Lease. Any statement of square footage set forth in this Lease or that may have been used in calculating Rent is an approximation which Landlord and Tenant agree is reasonable and the Rent is not subject to revision whether or not the actual square footage is more or less.

b. Common Areas - Definition. "Common Areas" are all public areas and facilities outside the Leased Premises and within the exterior boundary line of the CFK Campus (other than the other buildings on the CFK Campus and the rooms highlighted/marked up areas on Exhibit A) and other buildings and interior utility raceways within the Leased Premises that are provided and designated by the Landlord from time to time for the general non-exclusive use of Landlord and Tenant and their respective employees, suppliers, shippers, tenants, contractors and invitees.

c. Common Areas - Tenant's Rights. Landlord hereby grants to Tenant, for the benefit of Tenant and its guests, employees, suppliers, shippers, contractors, customers and invitees, during the term of this Lease, and at no cost to Tenant the non-exclusive right to use, in common with others entitled to such use, the Common Areas as they exist from time to time, subject to any rights, powers, and privileges reserved by Landlord under the terms hereof or under the terms of any rules and regulations or covenants, conditions and restrictions governing the use of the CFK Campus.

d. Common Areas - Rules and Regulations. Landlord shall have the exclusive control and management of the Common Areas and shall have the right, from time to time, to establish, modify, amend and enforce reasonable Rules and Regulations.

e. Common Area Changes. Landlord shall have the right, in Landlord's sole discretion, from time to time:

- i. To make changes to the Common Areas, including, without limitation, changes in the locations, size, shape and number of driveways, entrances, parking spaces, parking areas, loading and unloading areas, ingress, egress, direction of traffic, landscaped areas, walkways, and utility raceways;
- ii. To close temporarily any of the Common Areas for maintenance purposes so long as reasonable access to the Leased Premises remains available;
- iii. To add additional buildings and improvements to the Common Areas;
- iv. To use the Common Areas while engaged in making additional improvements, repairs or alterations to the CFK Campus, or any portion thereof; and
- v. To do and perform such other acts and make such other changes in, to or with respect to the Building, Common Areas, and CFK Campus as Landlord may, in the exercise of sound business judgment, deem to be appropriate.

4. **Rent; Utilities:**

a. **Rent.** Tenant shall pay to Landlord the Rent set forth in Paragraph 1.d. (as may be escalated during an Extension Term) plus, if applicable sales, use or rental tax, all expenses arising in connection with the Leased Premises and other monetary obligations of Tenant to Landlord under the terms of this Lease (such other monetary obligations, are herein included in the term "Rent") in lawful money of the United States, in immediately available federal funds, by wire transfer pursuant to the wiring instructions provided by Landlord, or in accordance with such other delivery instructions as Landlord may from time to time designate by notice to Tenant, without offset or deduction, in advance on or before the first (1st) day of each month. All Rent shall be paid in lawful money of the United States, In no event shall the payment of Rent be made in cash.

b. **Taxes.** Tenant shall be responsible for, and shall pay before delinquency, all municipal, county, and state taxes assessed for its personal property in relation to, and assessed against, the Leased Premises during the Term, and for all sales and tax from the operation of its business, as applicable.

c. **Utilities and Service Responsibilities.** Commencing on the Commencement Date of this Lease:

i. **Electric, Water and Sewer.** Landlord shall provide and pay for the standard utilities (electricity, water, sewer) for the Leased Premises.

ii. **Cleaning, Janitorial and Trash.** Tenant shall keep the Leased Premises and the areas immediately adjoining the Leased Premises in the front and at the rear of the Leased Premises, clean and free from dirt and rubbish, and Tenant shall not place, suffer or permit any obstructions or property in such areas or in any Common Area. Tenant shall be responsible for all janitorial costs related to the Leased Premises. Tenant will maintain the Leased Premises at its own expense in a clean, orderly, and sanitary condition and will remove all garbage, trash, rubbish and other refuse from the Leased Premises to the trash compactors.

iii. **Telephone, WIFI, Internet and Computer Systems.** Tenant shall provide for, at its own cost, including installation thereof, its own telephone, WIFI, internet service, and computer systems.

iv. Garbage Removal. Landlord shall provide trash compactors and will have such compactor routinely collected and removed.

v. Interruption of Utility Service. Landlord shall not be liable to Tenant for any interruption of utility services to the Leased Premises not caused by Landlord, its agents, employees or contractors; provided, however Landlord shall be obligated to use commercially reasonable efforts to obtain the resumption of such utility services as quickly as is reasonably possible (unless such interruption of service was caused by the negligence of Tenant, or anyone acting by, through or under Tenant).

vi. Extermination. If the Leased Premises becomes infested with vermin, Landlord, at its sole cost and expense, shall cause the Leased Premises to be exterminated from time to time, to the satisfaction of Tenant, and shall employ such exterminators therefor as shall be approved by Landlord.

d. Limited Landlord Liability. Landlord shall have no obligation or liability and Tenant hereby waives any claim against Landlord for any damages or problems with utilities being in any way inadequate, do not satisfy Tenant's requirements, are interrupted, curtailed, discontinued, disconnected, terminated, damaged, or otherwise interfered with, or fail, except to the extent caused by the negligence or willful misconduct of Landlord.

e. Extraordinary Costs. If the nature of Tenant's business within the Leased Premises is such that additional costs are incurred by Landlord, beyond commercially reasonable expectation for insurance, cleaning, utilities, sanitation, trash removal, pest control, disposal services, etc., Tenant agrees to pay as Rent to Landlord on demand the amount of such additional costs.

f. Late Payment Charge: If Rent or any charges are received by the Landlord after the date on which due, the Tenant shall pay to the Landlord, in addition to the Rent or any charges, a late charge of ten percent (10%) per annum, but not exceeding the maximum rate allowed by law.

5. Objectives for the Leased Premises; Use; Compliance With Laws:

a. Objectives. Landlord desires, and Tenant agrees to use its best efforts to comply with the following objectives in the operation of the theatre in the Leased Premises:

i. The theatre shall be operated in a professional and fiscally responsible manner as a high-quality facility that is competitive in the industry and attracts diverse event activity, including, but not limited to, entertainment, performing, and cultural events.

ii. To maximize event activity and operating efficiency of the theatre, providing innovative marketing efforts and additional services such as concessions (provided no food preparation shall be done on Leased Premises); and

iii. To develop and implement strategies to engage with existing community groups and attract new partners and events and provide a blend of theatre, comedy, live music, presenting films, and other cultural activities.

b. Use of the Leased Premises. ...

i. Permitted Use. Tenant shall have the right to use the Leased Premises for the Permitted Use set forth in Section 1.f. hereof, specifically for (i) the operation of the theatre, (ii) the promotion and production of shows, plays, musicals, and other performances and events, (iii) community groups and others to host meetings, conferences, and other events, (iv) presentation of speakers and

lectures, (v) graduation ceremonies and (vi) any related uses. Tenant shall not use the Leased Premises for any other purpose without written consent of the Landlord. Tenant agrees that its use of the Leased Premises will not violate and that Tenant shall, at its sole cost and expense, comply with all local zoning laws, applicable fire or health regulations, or any other Applicable Laws (as defined below) now or hereafter promulgated relating to the Leased Premises. Tenant shall comply with the reasonable requirements of the insurer of the building and lands in and upon which the Leased Premises are located.

ii. Tenant shall maintain at all times the license and permits required for its Permitted Use and pay before delinquency all license fees and public charges levied, assessed or imposed upon its business operation in the Leased Premises as well as upon Tenant's property.

iii. Use Restrictions. Tenant shall not commit any nuisance, permit the emission of any objectionable noise or odor, suffer any waste, make any use of the Leased Premises which is contrary to any law or ordinance or which will invalidate or increase the premiums for any of Landlord's insurance. Tenant shall not service, maintain or repair vehicles on the Leased Premises, Building or Common Areas. Tenant shall not store materials outside the Leased Premises. Landlord makes no (and does hereby expressly disclaim any) covenant, representation or warranty as to the Permitted Use being allowed by or being in compliance with any applicable requirements, laws, rules, ordinances or restrictive covenants now or hereafter affecting the Leased Premises (hereinafter collectively "Applicable Law(s)"), and any zoning letters, copies of zoning ordinances or other information from any governmental agency or other third party provided to Tenant by Landlord or any of Landlord's agents or employees shall be for informational purposes only. Tenant shall conduct and rely solely on its own due diligence and investigation with respect to the compliance of the Permitted Use with all such Applicable Laws and not on any such information provided by Landlord or any of its agents or employees. Tenant shall procure from all governmental authorities having jurisdiction of Tenant all licenses, certificates, permits and other authorizations which may be necessary for the conduct of Tenant's business operations and occupancy of the Leased Premises and shall comply with all Applicable Law at all times during the Term, including, without limitation, the Americans with Disabilities Act (both federal and Florida), Department of Transportation, Department of Environmental Protection, FAA, and other local regulatory agencies, Environmental Protection Agency, Food and Drug Administration and Florida Department of Health and the regulations promulgated thereunder. Tenant and its use of the Leased Premises shall not materially interfere with the other activities in the Building or the CFK Campus and Tenant shall comply with the Rules and Regulations of Landlord as set forth on **Exhibit C**, as may be amended.

c. Alcohol. Provided that Tenant has the proper licensure, including a license from the State of Florida Department of Business and Professional Regulation Division of Alcoholic Beverages & Tobacco, Tenant shall be permitted to sell licensed alcohol at events in the Leased Premises.

d. Trade Name and Cooperation.

i. Trade Name. The business of the Tenant in the Leased Premises shall be carried on under the Trade Name set forth in Paragraph 1.i. and under no other name and style unless approved by the Landlord in writing, which approval shall not be unreasonably withheld. Landlord requests Tenant add "at The College of the Florida Keys" to all signage (at the Leased Premises and off-site) and marketing and advertising materials, including but not limited to, playbills, posters, radio and TV ads, and all online sites, including Tenant's primary website <https://twstages.com/>.

ii. Cooperation. Landlord and Tenant agree to use commercially reasonable efforts to create, cooperate and work with other regarding mutually beneficial marketing efforts (including Tenant and Landlord mutually promoting each other via website, social media, and any other

reasonable distribution channels) and funding opportunities, provided that neither party may bind or agree for the other on any such efforts without mutual written consent from the Landlord and the Tenant.

e. Landlord Theatre Property. The Parties acknowledge that the personal property listed on Schedule 6, located in the Leased Premises is owned by Landlord and subject to the following terms, may be used by Tenant during the Term (collectively, the "Landlord Theatre Property"):

i. As the Landlord Theatre Property is, and shall remain, the sole property of Landlord, Tenant may not remove the Landlord Theatre Property from the Leased Premises at any time without Landlord written consent.

6. **Maintenance, Repair and Replacement of the Leased Premises:** Landlord shall be responsible for the maintenance in good order, repair and replacement of the Common Areas and the structure and roof and other capital components of the Building and Leased Premises, such as plumbing, air conditioning/HVAC system, ventilating, electrical, fire protection/life safety systems, fire hose connectors, fire curtain system, walls (interior and exterior), ceilings, driveways, parking lots, fences, retaining walls, sidewalks and parkways, drains, gutters, down spouts, floors, windows, doors, plate glass, and skylights. Tenant shall, at Tenant's sole cost and expense, be responsible for ordinary maintenance and repairs to the Leased Premises, including lamps and other consumable materials associated with the lighting system(s), all seating and other fixtures (including bathroom fixtures, carpets, floor and wall coverings). Landlord's obligations to repair, maintain and replace as set forth above, shall not apply if the damage to the Leased Premises or Building or the repair or replacement is necessitated as a result of any act or omission of Tenant or of any of Tenant's agents, employees, customers, invitees or contractors ("Tenant Acts"). Any damage resulting from a Tenant Act shall be promptly repaired or replaced by Tenant at its sole cost. If Tenant fails to make such repair in a commercially reasonable timeline, Landlord at its option, may at Tenant's expense repair any damage caused by Tenant's Acts and such cost shall be considered Rent to be due and payable.

7. **Alterations and Improvements:** Tenant shall not make nor cause to be made any alterations and improvements in, on, under or about the Leased Premises, \$10,000 or greater, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. Upon Landlord's consent being received, Tenant shall bear the sole cost of such alterations and improvements. Alterations and improvements are further described as any change or addition to the building, grounds, or boundaries of the Leased Premises. This includes personal property, equipment, machinery, trade fixtures and installations that are attached, fastened or installed on the Leased Premises. Tenant will obtain, at its sole cost and expense, all permits and approvals required in connection with any alterations or installations and Landlord shall reasonably approve all plans prior to the commencement of such work. All contractors working on such work shall be licensed in the state of Florida and have appropriate insurance for such work, which insurance shall name Landlord as additional insured. Nothing in this Lease shall be deemed to be, or construed in any way as constituting, the consent or request of Landlord, expressed or implied, by inference or otherwise, to any person, firm or corporation for the performance of any labor or the furnishing of any materials for any construction, rebuilding, alteration or repair of or to the Leased Premises or any part thereof, nor as giving Tenant any right, power or authority to contract for or permit the rendering of any services or the furnishing of any materials which might in any way give rise to the right to file any lien against Landlord's interest in the Leased Premises. Tenant shall promptly pay for all materials supplied and work done in respect of the Leased Premises so as to ensure that no lien is recorded against any portion of the Building or Premises or against Landlord's or Tenant's interest therein. If a lien is so recorded, Tenant shall discharge it within thirty (30) days by payment or bonding or shall be in default under this Lease. If any such lien is recorded and not discharged by Tenant as above required, Landlord shall have the right to remove such lien by bonding or payment and the cost thereof shall be paid immediately from Tenant to

Landlord. Landlord and Tenant expressly agree and acknowledge that no interest of Landlord in the Leased Premises shall be subject to any lien for improvements made by Tenant in or for the Leased Premises, and Landlord shall not be liable for any lien for any improvements made by Tenant, such liability being expressly prohibited by the terms of this Lease, and Tenant hereby agrees to inform all contractors and material suppliers performing work in or for or supplying materials to the Leased Premises of the existence of said prohibition. Landlord shall have the right to post and keep posted at all reasonable times on the Leased Premises any notices which Landlord shall be required so to post for the protection of Landlord and the Leased Premises from any such lien. Tenant agrees to promptly execute such instruments in recordable form in accordance with the terms and provisions of Section 713.10, Florida Statutes, as are necessary to give public notice of the terms and conditions hereof.

8. **Signs:** Tenant shall have the right to place signage upon the exterior of the Leased Premises upon Landlord's written consent. All governmental approvals required to erect signage shall be obtained at Tenant's sole cost and expense. Any sign erected shall be removed by the Tenant upon the expiration of this Lease and Tenant shall restore the Leased Premises to its original condition at its cost.

9. **Parking and Security:**

a. **General Parking.** Tenant may use available unreserved parking spaces on the CFK Campus on a first come first served basis. Vehicles that block the ingress, egress, and access of others may be towed at Tenant's cost. If possible, no commercial trucks shall park in the general parking area.

b. **Truck Parking.** The Parties understand and agree that multiple trucks may arrive together and at unusual times in connection with certain performances at the Leased Premises. All truck parking is only permissible in compliance with the following:

- i. No more than four (4) large trucks shall be allowed per performance to use the loading docks and CFK Campus parking lot;
- ii. Trucks can arrive onto the CFK Campus forty-eight (48) hours before a scheduled event to unload in the loading dock; and
- iii. Trucks can be parked overnight if its arrival time necessitates an overnight stay due to an inability, despite best efforts, to unload the truck entirely that such overnight parking shall only be in the front area of the parking lot along College Road.
- iv. Trucks will need to be removed within forty-eight (48) hours after the performance has concluded
- v. Exceptions to the above will require prior written approval of Landlord and any violations of the above shall be a default under this Lease and all costs of removal of violating trucks shall be at Tenant's sole cost.
- vi. Tenant is allowed to park its trucks in Landlord's loading dock, based on availability as determined in the College's Loading Dock Calendar.

c. **Security.** Tenant acknowledges that the rent payable to Landlord hereunder does not include the cost of guard service or other security measures. Landlord is not required to provide any security services for the Leased Premises or Building or parking lot. Landlord shall have no liability to Tenant, its employees, agents, invitees, or licensees for losses due to personal injury, theft, or burglary, or

for damages done by any third party. Tenant assumes all responsibility for the protection of the Leased Premises, Tenant, its agents and invitees and their property from the acts of third parties.

10. **Access:** Landlord and Landlord's agents shall have the right to enter the Leased Premises at any time, in the case of an emergency, and otherwise at reasonable times with twenty-four (24) hours' notice, provided that Landlord shall use commercially reasonable efforts to not materially interfere with Tenant's use and enjoyment of the Leased Premises. Subject to Landlord's reasonable security requirements and subject to force majeure. Tenant shall have access to the Leased Premises twenty-four (24) hours a day via keys provided on the Commencement Date.

11. **Indemnification and Insurance:**

a. **Indemnification.** Tenant shall protect, indemnify and hold the Landlord harmless from and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of:

i. Any damage to any of Tenant's property or death, bodily or personal injury to any person occurring in or about the Leased Premises to the extent that such injury or damage shall be caused by or arise from any act, neglect, fault or omission by or of Tenant, its agents, contractors, suppliers, subtenants, servants, employees, invitees, or visitors;

ii. The conduct or management of any work or anything whatsoever done by the Tenant on or about the Leased Premises or from transactions of the Tenant concerning the Leased Premises;

iii. Tenant's failure to comply with any and all Applicable Laws applicable to the condition or use of the Leased Premises or its occupancy; or

iv. Any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to this Lease.

The provisions of this Paragraph 12 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability accruing prior to such termination.

b. **Tenant Insurance.** Prior to occupying the Leased Premises and during the Term of this Lease or any extension thereof, Tenant shall, at its own cost and expense and on its own behalf, maintain the insurance described in the Insurance Requirements (attached hereto as **Schedule 12**) with insurance companies lawfully authorized to do business on an admitted basis in the State of Florida. On or before the Commencement Date of this Lease, and thereafter not less than fifteen (15) days prior to the expiration dates of said policy or policies, Tenant shall provide to Landlord copies of policies or certificates of insurance evidencing coverage required by this Lease.

i. Tenant shall be responsible for insuring its personal property at the Leased Premises against fire and other casualties and risks. Tenant shall also be solely responsible to insure Tenant's fixtures, equipment, machinery, tenant improvements, betterments and contents including, but not limited to, all equipment, machinery, furnishings and inventory against or damage by fire and such other casualties and risks as may be included in the broadest form of extended coverage insurance including sprinkler leakage and flooding from hurricanes or otherwise.

ii. All policies of insurance to be obtained by Tenant shall: (a) include Landlord, its managing agent, and such other parties as Landlord may designate as parties insured; (b) be considered

primary insurance; and (c) provide that it may not be cancelled or changed without at least thirty (30) days' prior written notice from the insurer to each party insured thereunder.

c. Landlord Insurance. Landlord is self-insured through the Florida College System Risk Management Consortium (FCSRMC) as provided by Florida Statute. Landlord certifies that it maintains and agrees to continue to maintain during the term of this Agreement, property insurance, general and professional liability protection coverage through the FCSRMC and covers statutory liability exposure to the limitations described in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to whom sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida, or a Florida College System Institution to be sued by third parties. Landlord cannot insure or indemnify the Tenant, its officers, employees, students, and agents, or any third parties.

d. Subrogation. To the extent permitted by law and with permission of their insurance carriers, Landlord and Tenant each waive any right to recover against the other on account of any and all claims Landlord or Tenant may have against the other with respect to property insurance actually carried, or required to be carried hereunder, to the extent of the proceeds realized from such insurance coverage.

e. Exemption of Landlord from Liability. Except to the extent caused by the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for and Tenant waives any claims against Landlord for injury or damage to the person or the property of Tenant, Tenant's employees, contractors, invitees, customers or any other person in or about the Leased Premises, Building or CFK Campus from any cause whatsoever, including, but not limited to, damage or injury which is caused by or results from (i) fire, steam, electricity, gas, water or rain, or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, heating, ventilating, air conditioning or lighting fixtures or (ii) from the condition of the Leased Premises, other portions of the Building or CFK Campus. Landlord shall not be liable for any damages arising from any act or neglect of any other tenants of Landlord or any subtenant or assignee of such other tenants nor from the failure by Landlord to enforce the provisions of any other lease in the CFK Campus. Notwithstanding Landlord's negligence, gross negligence, or breach of this Lease, Landlord shall under no circumstances be liable for (a) injury to Tenant's business, for any loss of income or profit therefrom or any indirect, consequential or punitive damages or (b) any damage to property or injury to persons arising from any act of God or war, violence or insurrection including, but not limited to, those caused by earthquakes, hurricanes, storms, drought, floods, acts of terrorism, and/or riots.

12. Use of the Leased Premises by the Landlord. In consideration of the Rent rate, Utilities, and Lease Premises upkeep provided to Tenant hereunder, the Parties agree to the following:

a. Landlord Event Dates. Landlord shall have the right to use the Leased Premises (including at a minimum, the theatre and stage and green room) for customary Landlord events (graduations, convocation day, college presentations, holiday parties, etc.) for up to forty-five (45) days during each year of the Term ("Landlord Event Dates"). Landlord and Tenant shall reasonably agree on the Landlord Event Dates, after which all remaining dates will revert to the Tenant use, provided that in the event that Landlord has not reserved all forty-five (45) Landlord Event Dates, Landlord may request additional days at any time and Tenant shall use commercially reasonable efforts to accommodate such requests. The Tenant shall not charge Landlord a fee for the use of the Leased Premises or for custodial expenses during Landlord Event Dates. At any time that Landlord is using the Leased Premises, Landlord shall be entitled to use, when available, at no cost, Tenant's personal property commonly used in events

(chairs, tables, etc.). Landlord takes responsibility for any damages or loss of Tenant's personal property during Landlord's use.

b. Complimentary and Surplus Tickets.

i. Complimentary Tickets. For all Main Stage events, excluding third-party events, at the Leased Premises, Tenant shall provide the following at no cost to Landlord, arranged through the Landlord's President or designee:

1. Eight (8) standard tickets in preferable locations must be claimed thirty (30) days prior to the event, otherwise tickets will revert back to the Tenant; and

2. Access for two people to the Producer's Circle Reception Area.

ii. Surplus Tickets. As reasonably determined by Tenant, any surplus tickets to an event shall be offered to Landlord's employees and students, and when possible, at a discounted price as determined by Tenant.

13. Environmental and Hazardous Waste Provisions:

a. Use Restrictions. Tenant shall not use the Leased Premises or the Building for the storage, treatment, generation, transportation, processing, handling or disposal of any Hazardous Substance (defined below) in violation of any Environmental Laws (defined below). Further, Tenant shall not cause or in any way directly or indirectly contribute to any condition that is or may be characterized by any federal, state or local government or agency as an actual or potential threat or endangerment to health or the environment. Tenant acknowledges that failure to dispose, store or adequately monitor Hazardous Substances on the Leased Premises in accordance with Environmental laws shall be an Event of Default under this Lease and Tenant shall be responsible for all costs required in remediating such issues so that the Leased Premises is returned to the condition as of the commencement of the Term. Tenant shall indemnify, defend and hold Landlord harmless from and against any claims or liability arising out of or connected with Tenant's failure to comply with the terms of this Section 14, which terms survive the expiration or earlier termination of this Lease.

b. Moisture and Mold. For purposes hereof, "Mold" is defined as the indoor presence or growth of mold, mildew, fungus and/or the presence of materials containing any of them. Tenant understands and acknowledges that the Leased Premises is located in a region with a climate that is conducive to the growth of Mold. Tenant further understands and acknowledges that maintaining an acceptable indoor environment is an ongoing effort and that changes in occupancy, remodeling, maintenance procedures, and many other factors can have a significant effect on an indoor environment. Tenant must immediately attempt to mitigate and notify Landlord of any leaks, moisture or water intrusion observed by Tenant. Landlord shall not be responsible or liable at any time to Tenant, or to those claiming by, through or under Tenant, for any claim for loss of life, bodily or personal injury, personal property damage, damage to property or business, advertising injury, or for business interruption or relocation expense and/or any other claim arising out of and/or caused directly or indirectly by the actual, alleged or threatened existence, discharge, dispersal, transmission, migration, release, or exposure to Mold, at any time now or hereafter found within, upon and/or about the Leased Premises, regardless of the cause thereof, including any negligence by Landlord, that contributes concurrently or in any sequence to the loss or damage.

c. Definitions. For purposes of this Paragraph, "Hazardous Substances" means, without limitation, any flammable explosives, radon, radioactive materials, asbestos, urea formaldehyde foam

insulations, polychlorinated biphenyls, petroleum and petroleum products, methane, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials including, without limitation, those defined as such in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), the Hazardous Materials Transportation Act, as amended (49 U.S.C. Sections 1801 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Sections 6901 et seq.), or any other applicable Environmental Laws and in the regulations adopted pursuant thereto; and "Environmental Laws" means all federal, state and local environmental, land use, zoning, health, chemical use, safety and sanitation laws, statutes, ordinances and codes relating to the protection of the environment and/or governing the use, storage, treatment, generation, transportation, processing, handling, production or disposal of Hazardous Substances and the rules, regulations, policies, guidelines, interpretations, permits, decisions, orders and directives of federal, state and local governmental agencies and authorities with respect thereto.

14. **Assignment or Subletting:** Tenant shall not assign, transfer, mortgage or otherwise transfer or encumber or sublet all or any part of Tenant's interest in this Lease or in the Leased Premises. Any such action of the Tenant shall be deemed an Event of Default under this Lease.

15. **Public Records Law:** Landlord and Tenant shall comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of Article I of the Constitution of Florida (collectively, the "Public Records Laws") and shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other "public record" materials in its possession or under its control which are subject to the provisions of Chapter 119, Florida Statutes, and made or received by either party in conjunction with this Lease. This provision shall survive any termination or expiration of the Lease.

16. **Fire, Tropical Weather Event, or Casualty:** If the Leased Premises should be damaged by fire, tropical weather event or other casualty during the Term of the Lease:

a. If part of the Leased Premises are unfit for tenancy but Tenant can reasonably occupy the balance of the Leased Premises and use them for their intended purpose, the parties shall reasonably agree whether to continue or terminate this Lease for the portion of the Leased Premises which can be so occupied.

b. If Landlord's reasonable estimate of the time required for repair exceeds three hundred sixty-five (365) days, the Landlord or Tenant may terminate this Lease.

c. Tenant will give full cooperation in permitting the repairs, including temporarily vacating the Leased Premises if requested by Landlord.

d. Tenant's termination rights under this Paragraph 17 shall not apply if the damage to the Leased Premises or Building is the result of any Tenant Acts. Any damage resulting from a Tenant Act shall be promptly repaired by Tenant. Landlord at its option may at Tenant's expense repair any damage caused by Tenant's Acts. Tenant shall continue to pay all sums due hereunder and shall be liable to Landlord for all damages that Landlord may sustain resulting from Tenant Acts.

17. **Condemnation:** If the whole of the Leased Premises, or such portion thereof as will make the Leased Premises unusable for the purposes leased hereunder, shall be taken by any public authority under the power of eminent domain or pursuant to any reversion or sold to any public authority under threat or in lieu of such taking, the Term shall cease as of the day possession or title shall be taken by such public authority, whichever is earlier ("Taking Date"). If less than the whole of the Leased Premises, or less than such portion thereof as will make the Leased Premises unusable for the purposes leased hereunder, shall be

taken, the parties shall reasonably agree whether to continue or terminate this Lease. All compensation awarded or paid upon a total or partial taking of the Leased Premises or Building including the value of the leasehold estate created hereby shall belong to and be the property of Landlord without any participation by Tenant; Tenant shall have no claim to any such award based on Tenant's leasehold interest. However, nothing contained herein shall be construed to preclude Tenant, at its cost, from independently prosecuting any claim directly against the condemning authority in such condemnation proceeding for damage to, or cost of removal of, stock, trade fixtures, furniture, and other personal property belonging to Tenant, improvements paid for by Tenant, and moving and other reasonable relocation expenses; provided, however, that no such claim shall diminish or otherwise adversely affect Landlord's award.

18. **Surrender of Possession:** Tenant agrees to surrender the Leased Premises including all fixtures permanently attached thereto and the Landlord Theatre Property, to Landlord at the end of the Term in as good condition as they were at the commencement of Tenant's occupancy, ordinary wear and tear excepted and in accordance with **Exhibit B** in broom clean condition; provided, however, that upon Landlord's request, Tenant shall remove all fixtures and equipment affixed to the Leased Premises by Tenant and restore the Leased Premises to such condition prior to the earlier of the end of the Term or the date Tenant is required to vacate the Leased Premises. Tenant will pay to Landlord upon request all damages that Landlord may suffer on account of Tenant's failure to surrender possession as and when aforesaid and Tenant will indemnify Landlord against all liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees through all appellate actions and proceedings, including enforcement and collection proceedings) arising out of Tenant's delay in so delivering possession, including but not limited to claims of any succeeding tenant.

19. **Events of Default:** Tenant shall be in default under this Lease upon the happening of any of the following events (each an "Event of Default"):

- a. The abandonment of the Leased Premises by Tenant;
- b. Failure of the Tenant to maintain insurance as required herein;
- c. Tenant's failure to pay Rent or any other charge for which it may be liable, or any portion of it, for a period extending five (5) days or more after its due date.
- d. Tenant's failure to comply with any other provisions of the Lease (except those failures specified as Events of Default in other Paragraphs of this Paragraph 20 which shall be governed by such other Paragraphs) extending fifteen (15) days or more after written notice of its non-compliance.
- e. Seizure of the Tenant's leasehold interest by execution or other legal process.

20. **Landlord's Remedies:** In the event of Tenant's default, Landlord shall have the following rights, any one or more of which may be exercised by Landlord without limit and in such order, or concurrently, as Landlord may decide in Landlord's sole discretion:

- a. Landlord may (but shall not be required to) perform for the account of Tenant any such default of Tenant and immediately recover as any expenditure made and the amount of any obligations incurred in connection therewith, plus interest at the rate of ten percent (10%) per annum.
- b. Landlord, at its option, may serve notice upon Tenant that this Lease and the then unexpired term hereof and any Extension options shall cease and expire and become absolutely void on the date specified in such notice, to be not less than five (5) business days after the date of such notice

without any right on the part of the Tenant to save the forfeiture by payment of any sum due or by the performance of any terms, provision, covenant, agreement or condition broken; and, thereupon and at the expiration of the time limit in such notice, this Lease and the term hereof granted, as well as the right, title and interest of the Tenant hereunder, shall wholly cease and expire and become void in the same manner and with the same force and effect (except as set forth herein) as if the date fixed in such notice were the date herein granted for expiration of the term of this Lease. Thereupon, Tenant shall immediately quit and surrender to Landlord the Leased Premises, and Landlord may enter into and repossess the Leased Premises by summary proceedings, detainer, ejectment or otherwise and remove all occupants thereof and, at Landlord's option, any property thereon without being liable to indictment, prosecution or damages thereof. No such expiration or termination of this Lease shall relieve Tenant of its liability and obligations under this Lease, whether or not the Leased Premises shall be relet.

c. Landlord may, at any time after the occurrence of any event of default, re-enter and repossess the Leased Premises.

d. Landlord shall have the right of injunction, in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, to restrain the same and the right to invoke any remedy allowed by law or in equity, whether or not other remedies, indemnity or reimbursements are herein provided. The rights and remedies given to Landlord in this Lease are distinct, separate and cumulative remedies; and no one of them, whether or not exercised by Landlord, shall be deemed to be in exclusion of any of the others.

e. In event Tenant fails to vacate the Leased Premises upon the expiration of this or any extended term hereunder or upon termination of this lease, Landlord may pursue any other remedy.

f. In addition to all remedies provided herein or by law, Tenant shall pay to Landlord reasonable attorney's fees and court costs incurred as a result of such breach.

g. Interest on Past-Due Obligations. Any monetary payment due Landlord hereunder not received by Landlord on the date on which it was due shall bear interest from the date due at ten percent (10%) per annum, but not exceeding the maximum rate allowed by law in addition to the late charge provided for in Paragraph 4.f.

21. **No Set-Off:** The Lease sets forth the entire agreement between Landlord and Tenant concerning the Leased Premises and Tenant's use and occupancy thereof and there are no other agreements between them. Landlord and Tenant each hereby acknowledge and affirm that, as of the date hereof, the Lease is in full force and effect and there are no claims, offsets, or breaches of the Lease, or any action or causes of action by Tenant against Landlord or Landlord against Tenant, respectively, directly or indirectly relating to the Lease.

22. **Governing Law:** This is a Florida contract, governed by Florida law. In the event of any dispute between the parties regarding the terms and provisions of this Lease, the parties agree that the Courts in Monroe County, Florida shall have exclusive jurisdiction over such dispute.

23. **Binding Effect:** This Lease shall be binding upon the parties, their personal representatives, successors and assigns

24. **Cumulative Remedies:** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies in law or in equity.

25. **Authority:** The parties each represent and warrant to the other that each has full authority to execute this Lease without the joinder or consent of any other party and that each party has not assigned any of its right, title, and interest in the Lease to any other party.

26. **Notices:** All notices required or permitted by this Lease shall be in writing and may be delivered in person (by hand or by messenger or courier service) or may be sent by certified or registered (i) United States certified or registered mail, postage prepaid and return receipt requested, (ii) a nationally recognized overnight delivery service, (iii) personal delivery with a written receipt obtained, or (iv) email transmission with confirmation of receipt provided by the recipient via returned email and a copy of such notice sent to the other party pursuant to a method listed in (i) – (iii) above within one (1) business day. The following addresses shall be each Party's address for delivery of notices:

Landlord:

The College of the Florida Keys
5901 College Road
Key West, FL 33040
Attn: Dr. Brittany Snyder
Email: brittany.snyder@cfk.edu

with a copy to:

Smith Hawks, PL
138 Simonton Street
Key West, FL 33040
Attn: Bryan Hawks
Email: bryan@smithhawks.com

Tenant:

Performing Arts Centers of Key West, Inc.
Tennessee Williams Theatre
5901 College Road
Key West, FL 33040
Attn: [REDACTED]
Email: [REDACTED]

with a copy to:

Highsmith and Van Loon PA
3158 Northside Drive
Key West, FL 33040
Attn: Robert Highsmith
Email: bobby@hvl-law.com

Either Party may by written notice to the other specify a different address for notice purposes, except that upon Tenant's taking possession of the Leased Premises, the Leased Premises shall constitute

Tenant's address for the purpose of mailing or delivering notices to Tenant. A copy of all notices required or permitted to be given to Landlord hereunder shall be concurrently transmitted to such party or parties at such addresses as noted above or as Landlord may from time to time hereafter designate by written notice to Tenant. Notice will be deemed given, in the case of hand delivery or overnight delivery service, when delivered to the party's address set forth above, and, in the case of mailing, three (3) days after depositing such notice properly addressed with sufficient postage in a mailbox or other mail facility maintained by the United States Postal Service. Email notices shall be deemed given when sent. Notice given by the attorney for any party shall be as effective as if given by that party.

27. **Date of Notice:** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given twenty-four (24) hours after delivery of the same to the United States Postal Service or courier. If notice is received on a Saturday or a Sunday or a legal holiday, it shall be deemed received on the next business day.

28. **Waivers:** No waiver by Landlord of and Event of Default by Tenant shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default by Tenant of the same or any other term, covenant or condition hereof. In addition the acceptance by Landlord of any payment after it is due, whether or not a notice of default has been served or any action has been filed by Landlord thereon, shall not be deemed a waiver of Landlord's rights to proceed on any notice of default or action which has been filed against Tenant based upon Tenant's breach of the Lease.

29. **Attorneys' Fees and Other Costs:** If any Party brings an action or proceeding to enforce the terms hereof or declare rights hereunder, the "Prevailing Party" (as hereafter defined) in any such proceeding shall be entitled to reasonable attorneys' fees. The term "Prevailing Party" shall include, without limitation, a Party who substantially obtains or defeats the relief sought. Landlord shall be entitled to reasonable attorneys' fees, costs and expenses incurred in preparation and service of notices of an Event of Default and consultations in connection therewith or for any cost associated with a lien placed on Premises due to actions of Tenant, whether or not a legal action is subsequently commenced in connection with such Event of Default or resulting breach. Tenant shall reimburse Landlord on demand for all reasonable legal, engineering and other professional services expenses incurred by Landlord in connection with all requests by Tenant for consent or approval hereunder.

30. **Transfer By Landlord:** If Landlord's interest in the Leased Premises shall terminate by operation of a sale or transfer, Landlord shall thereupon be released from all further liability to Tenant under this Lease and Landlord's successor shall thereupon become liable to Tenant for all further obligations of Landlord under this Lease.

31. **Holdover.** Tenant has no right to retain possession of the Leased Premises or any part thereof beyond the expiration or earlier termination of this Lease. If Tenant holds over with or without the consent of Landlord: (a) the Rent payable shall be increased to two hundred percent (200%) of the Rent applicable during the month immediately preceding such expiration or earlier termination; (b) Tenant shall be deemed to be occupying the Leased Premises as a tenant-at-sufferance and (c) all other terms and conditions of this Lease shall continue to apply. Nothing contained herein shall be construed as a consent by Landlord to any holding over by Tenant. Tenant shall indemnify, defend, and hold Landlord harmless from and against any and all claims, demands, actions, losses, damages, obligations, costs, and expenses, including, without limitation, attorneys' fees incurred or suffered by Landlord by reason of Tenant's failure to surrender the Leased Premises on the expiration or earlier termination of this Lease in accordance with the provisions of this Lease

32. **Mortgage; Estoppel Certificate; Subordination:** Landlord shall have the unrestricted right to sell, lease, mortgage and refinance the Leased Premises and/or Building. Tenant agrees, within five (5) days after request, to execute such instruments as Landlord or its mortgagee or the purchaser of the Leased Premises and/or Building (the "Purchaser") shall require, certifying whether this Lease is in full force and effect and listing any modifications. This statement, commonly known as an estoppel certificate, is intended to be for the benefit of Landlord, any Purchaser, lessor of the Leased Premises and/or Building or mortgagee of Landlord. The estoppel certificate will also contain such other information as Landlord or its mortgagee or the Purchaser or the lessor may reasonably request.

This Lease is and at all times shall be subject and subordinate to all present and future mortgages and long-term leases which may affect the Leased Premises and/or Building, and to all renewals, modifications, consolidations, replacements, and extensions of any such mortgage(s). The foregoing shall be self-operative, and any mortgagee shall require no further instrument of subordination. In addition to the foregoing, at Landlord's request, Tenant will execute any instruments and/or certificates required to carry out the intent hereof. In addition to all other remedies, if Tenant fails at any time to execute any such instrument, Landlord is hereby irrevocably appointed attorney-in-fact (which appointment is coupled with an interest) on behalf of Tenant with full power and authority on behalf of Tenant to subordinate this Lease to any present or future mortgage or other lien on the Leased Premises and/or Building.

33. **Conflict:** Any conflict between the printed provisions of this Lease and the typewritten or handwritten provisions, if any, shall be controlled by the typewritten or handwritten provisions.

34. **Amendments:** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification.

35. **Interpretation:** The parties acknowledge that this Lease is the result of negotiations between the parties, and in construing any ambiguity hereunder, no presumption shall be made in favor of either party. No inference shall be made from any item which has been stricken from this Lease other than the deletion of such item.

36. **Consequential Damages:** Under no circumstances whatsoever shall either Party ever be liable hereunder for consequential damages or special damages.

37. **Independent Covenants:** The doctrine of independent covenants will apply in all matters relating to this Lease including, without limitation, all obligations of Landlord and Tenant to perform their respective obligations under this Lease. The preceding sentence shall apply notwithstanding that Landlord may have defaulted in fulfilling a covenant to maintain or repair the Leased Premises even if such default results in the unsuitability of the Leased Premises for Tenant's intended commercial use.

38. **Force Majeure:** Any prevention, delay, or stoppage due to strikes, lockouts, labor disputes, acts of God, including inclement weather and/or periods of rain or other weather conditions, inability to obtain labor or materials, or reasonable substitutes therefore, governmental restrictions or requirements, governmental regulations, governmental controls, inability to timely obtain governmental approvals, failure of power, riots, insurrection, war or other enemy or hostile government action, civil commotion, fire or other casualty, early closure of asphalt plants, and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay, or stoppage, including the obligations of Landlord to deliver the Leased Premises. The foregoing force majeure provisions are inapplicable to any payments of money due under this Lease.

39. **No Partnership:** Nothing in this Lease creates any relationship between the parties other than that of landlord and tenant, and nothing in this Lease constitutes the Landlord a partner of Tenant or a joint venturer or member of a common enterprise with Tenant.

40. **OFAC Compliance/Patriot Act:** Each of Landlord and Tenant represents and warrants that: (a) neither it nor any person or entity that directly or indirectly owns an interest in it nor any of its officers, directors, or managing members is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including Executive Order 13224 (the "Executive Order") signed on September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or other governmental action, (b) its activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act") (i.e., Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (the "Patriot Act"), and (c) throughout the Term of this Lease, Landlord and Tenant shall comply with the Executive Order, the Money Laundering Act, and the Patriot Act.

41. **Counterparts:** This Lease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A PDF or electronic signature shall be deemed for all purposes to be an original.

42. **Time is of the Essence:** Time is of the essence with respect to the performance of all obligations to be performed or observed by the parties under this Lease.

43. **Severability:** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall not affect the validity of any other provision hereof.

44. **Entire Contract; Amendment:** This document expresses the entire agreement between the Parties and may not be amended or enlarged except by writing.

45. **No Recording:** Neither party shall record this Lease, nor any memorandum of it except for the notice Landlord may file as described in herein regarding liens.

46. **Limitation of Warranties:** There are no implied warranties of merchantability or fitness or of any other kind arising out of this Lease.

47. **Landlord Liability:** Tenant, its successors and assigns, shall not assert nor seek to enforce any claim for breach of this Lease against any of Landlord's assets other than Landlord's interest in the Leased Premises. Tenant agrees to look solely to such interest for the satisfaction of any liability or claim against Landlord under this Lease. In no event whatsoever shall Landlord (which term shall include, without limitation, any trustees, beneficiaries, officers, or directors of Landlord) ever be personally liable for any such liability.

48. **No Prior or Other Agreements:** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and supersedes all oral, written prior or contemporaneous agreements or understandings.

49. **Waiver of Jury Trial:** Each party hereby waives any right to trial by jury of any claim, demand, action or cause of action (i) arising under this lease or (ii) in any way connected with or related or

incidental to the dealings of the parties hereto in respect of this lease or the transactions related hereto or thereto in each case whether now existing or hereafter arising. Each party hereby agrees and consents that any such claim, demand, action or cause of action shall be decided by court trial without a jury and that any party may file an original counterpart of a copy of this lease with any court as written evidence of the consent of the parties hereto to the waiver of their right to trial by jury.

50. **Radon Disclosure**: In accordance with Florida Statutes, the following information is provided:

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 your county public health unit.

IN WITNESS WHEREOF, this Lease has been executed by the parties hereto as of the date first above written.

TENANT:

PERFORMING ARTS CENTERS OF KEY WEST, INC.

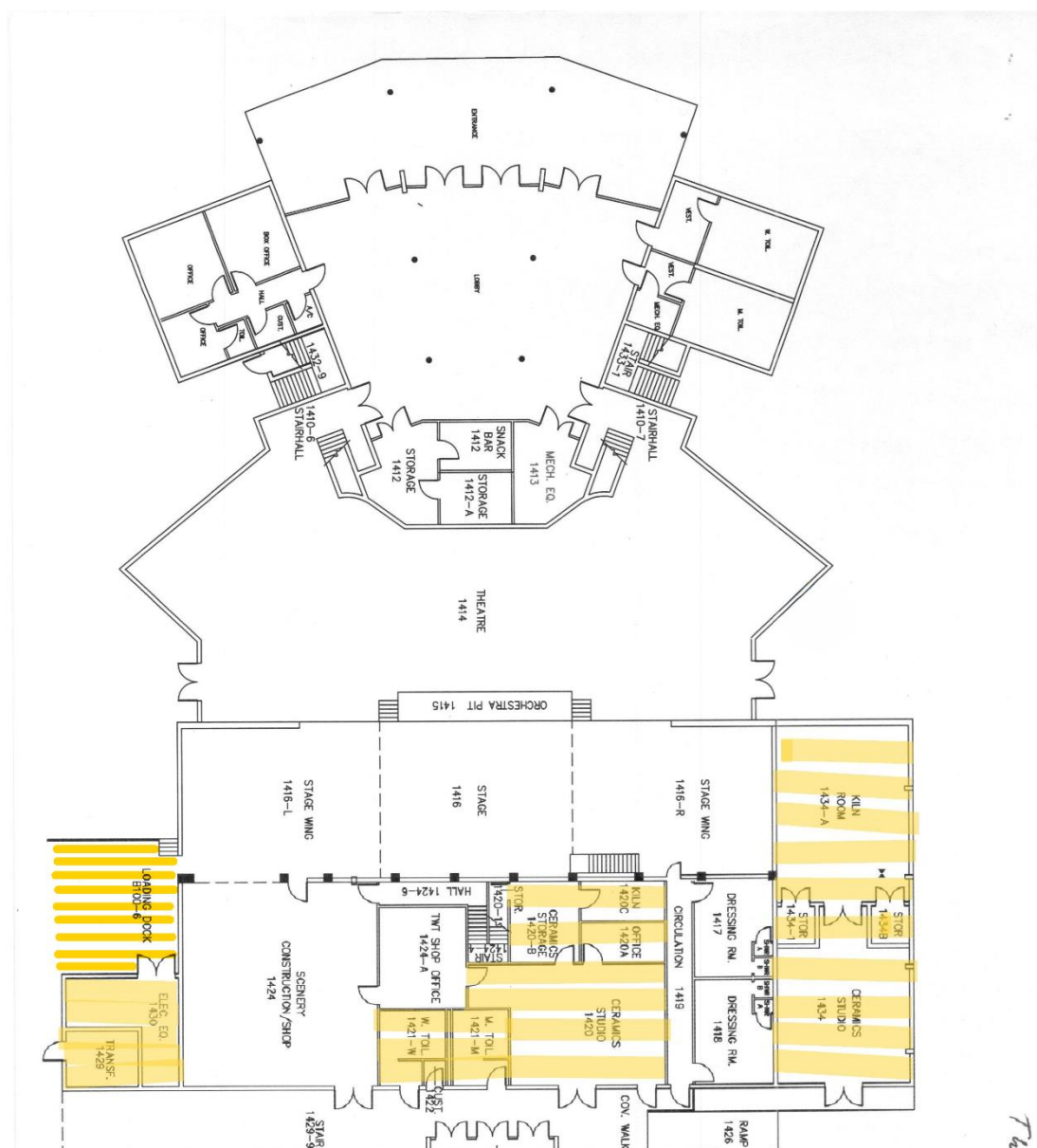
By: _____
Print name: _____
Title: _____

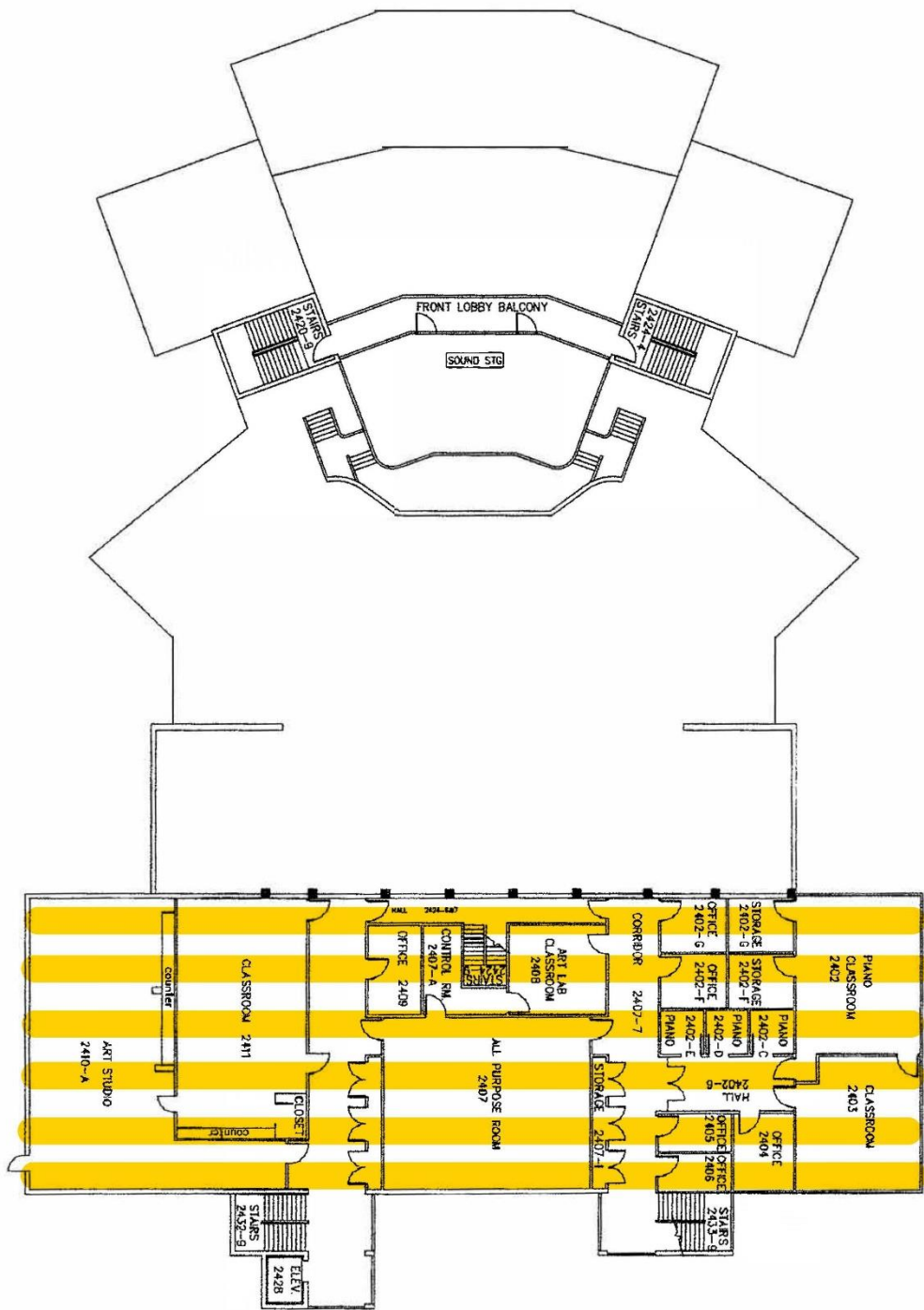
LANDLORD:

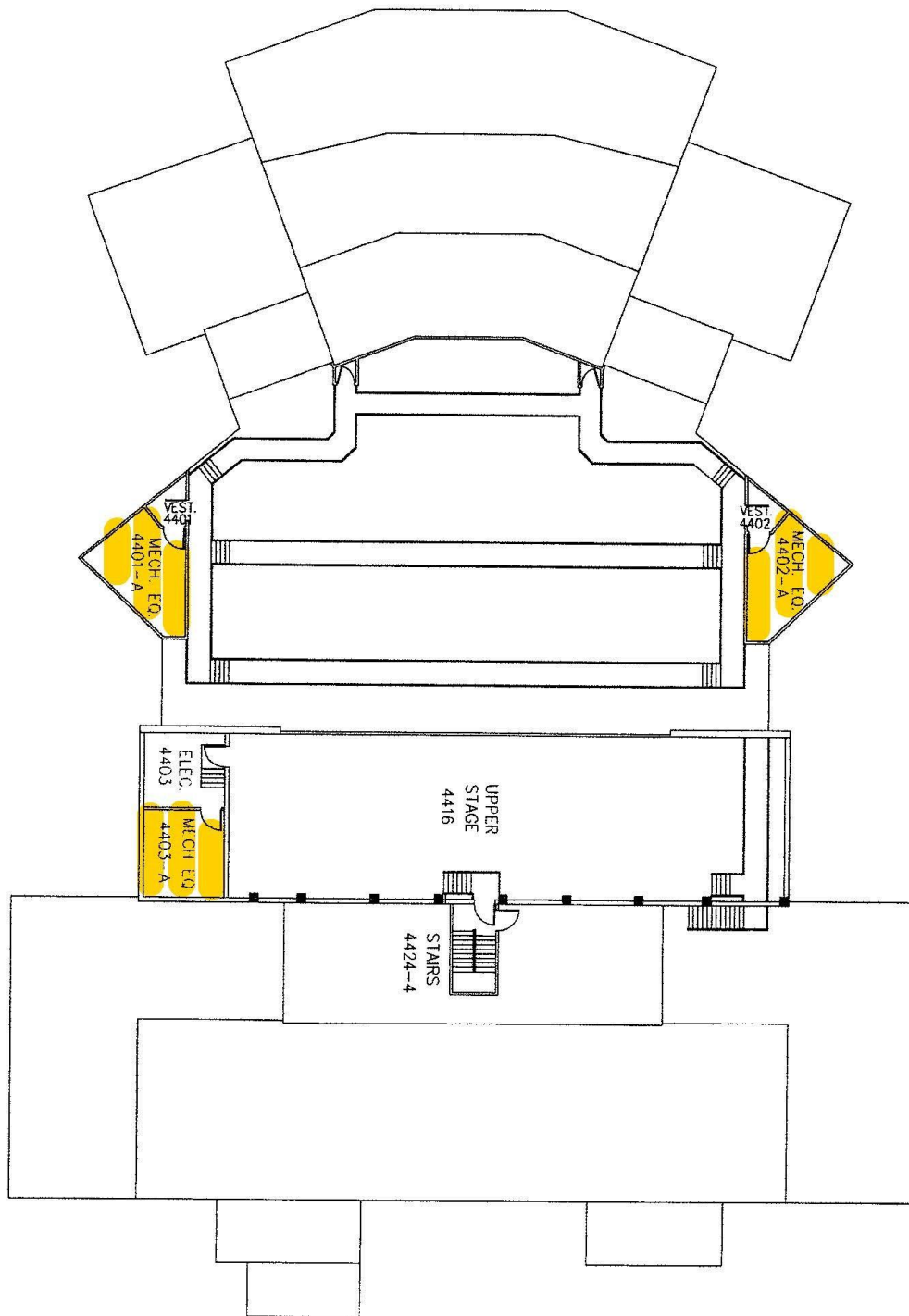
THE COLLEGE OF THE FLORIDA KEYS

By: _____
Print name: _____
Title: _____

LEASED PREMISES







The College of the Florida Keys
5901 College Road

Key West, FL 33040

Tennessee Williams Theatre 35,000 square feet

MOVE OUT STANDARDS

Landlord and Tenant agree that the Lease is hereby supplemented as follows:

Tenant shall surrender the Leased Premises, at the time of the expiration of the Lease, in a condition that shall include, but is not limited to, addressing the following items:

- 4934- 4153-2959, v. 2

10. Upon Completion: Contact Landlord to coordinate date of turning off power, turning in keys, and obtaining final Landlord inspection of Leased Premises.

EXHIBIT C

RULES AND REGULATIONS

Landlord and Tenant agree that (i) the terms, conditions and provisions of this Exhibit C are incorporated into and are made a part of the Lease, (ii) any capitalized terms used herein and not otherwise defined herein have the meaning ascribed to such terms as set forth in the Lease, and (iii) the Lease is modified and supplemented as follows:

1. Security. The Landlord may from time to time adopt appropriate systems and procedures for the security or safety of the Building and CFK Campus, any persons occupying, using, or entering the same, or any equipment, furnishings, or contents thereof, and the Tenant shall comply with the Landlord's reasonable requirements relative thereto.

2. Return of Keys. At the end of the Term, the Tenant shall promptly return to the Landlord all keys which are in the possession of the Tenant.

3. Water Fixtures. The Tenant shall not use water fixtures for any purpose for which they are not intended, nor shall water be wasted by tampering with such fixtures. Any cost or damage resulting from such misuse by the Tenant shall be paid for by the Tenant.

4. Personal Use of Leased Premises. The Leased Premises shall not be used or permitted to be used for residential, lodging, or sleeping purposes.

5. Heavy Articles. The Tenant shall not place in or move about the Leased Premises without the Landlord's prior written consent, any safe or other heavy article which in the Landlord's reasonable opinion may damage the Building, and the Landlord may designate the location of any such heavy articles in the Leased Premises.

6. Animals. The Tenant shall not bring any animals or birds into the Building other than service animals.

7. Deliveries. The Tenant shall ensure that deliveries of supplies, fixtures, equipment, furnishings, wares, and merchandise to the Leased Premises are made through such entrances, and corridors and at such times as may from time to time be designated by the Landlord, and shall promptly pay or cause to be paid to the Landlord the cost of repairing any damage in the Building caused by any person making improper deliveries.

8. Solicitations. The Landlord reserves the right to restrict or prohibit canvassing, soliciting, or peddling in the Building and CFK Campus.

9. Food and Beverages. Only persons approved from time to time by the Landlord may prepare, solicit orders for, sell, serve, or distribute foods or beverages in the Building, or use the Common Areas for any such purpose. Tenant shall not permit on the Leased Premises the use of equipment for dispensing food or beverages or for the preparation, solicitation of orders for, sale, serving, or distribution of food or beverages, other than concessions, including alcohol, during events without Landlord's written permission.

10. Obstructions. The Tenant shall not obstruct or place anything in or on the sidewalks or driveways outside the Building or in the lobbies, corridors, stairwells, or other areas, or use such locations for any purpose except access to and exit from the Leased Premises. All goods, including material used to store goods, delivered to the Leased Premises or Tenant shall be immediately moved into the Leased Premises and shall not be left in parking or receiving areas overnight.

11. Proper Conduct. The Tenant shall not conduct itself in any manner which is inconsistent with the character of the Building or which will impair the comfort and convenience of other persons on the Building and CFK Campus.

12. Vehicle Repair. Tenant shall not service, maintain or repair any vehicles in the parking lot or any area on the CFK campus and shall prohibit any vendor or contractor from same,

13. Communication Equipment. If Tenant desires radio signal, communication equipment such as satellite dishes, etc., on the roof of the Building, such work shall be done at the expense of Tenant, with the prior written approval and under the direction of Landlord. No wiring shall be installed in any part of the Building without Landlord's approval and direction. Landlord reserves the right to disconnect any radio signal or alarm system when, in Landlord's opinion, such installation or apparatus interferes with the proper operation of the Building or systems within the Building.

Schedule 6

Landlord Theatre Property

Theatre Curtains with Black Masking Legs & Borders

Star Drop Curtains - 20' X 50'

Austrian Drape

Travelmaster Shell Set, Oyster (Band Shell)

Gio Control Console

Venue D-Show Digital Package

Steinway Grand Piano

Schedule 12

Insurance Requirements

Tenant's Insurance Requirements:

1. Workers' Compensation: as required by Statutory Requirements
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Broad Form Property Damage)
 - a) Occurrence Form with the following limits:

(1) General Aggregate:	\$2,000,000
(2) Each Occurrence:	\$1,000,000
 - b) Contractual Liability (including Liability for Employee Injury assumed under a Contract) provided by the Standard ISO Policy Form CG 00 01. Policy does NOT include the restrictive Endorsement CG 24 26 (Amendment of Insured Contract Definition) or any other provision excluding coverage for the Landlord's Sole Negligence which has been assumed by Contract.
 - c) If package, liquor liability insurance with minimum limits of coverages of Three Million dollars (\$3,000,000) per occurrence (which may be covered by so called "umbrella" policy).
3. Property Insurance: Tenant shall be required to hold property insurance against "all risks" at least as broad as the current ISO Special Form policy against all risks of loss to any tenant improvements or betterments and Tenant personal property on a full replacement cost basis with no coinsurance penalty provision.
4. Self Insured Retentions / Deductibles:

With the exception of Workers Compensation, none of the policies of insurance required of the Tenant by this Lease shall contain self insured retentions, deductibles or any other type of retention in excess of \$50,000, unless agreed to in writing by the Landlord.
5. Financial Rating and Admitted Status of Insurance Companies:
 - a) A.M. Best Rating: A- (Excellent) or Higher
 - b) A.M. Best Financial Size Category: Class VII or Higher
 - c) Insurance companies lawfully authorized to do business on an admitted basis in the jurisdiction in which the Leased Premises is located
6. To the fullest extent permitted by law, Landlord shall be included as Additional Insured on the above General Liability coverage described above, even for claims regarding their sole negligence. The coverage offered to the ADDITIONAL INSURED on Tenant's liability policies shall be primary coverage to any other coverage maintained by the ADDITIONAL INSURED and shall not permit or require such other coverage to contribute to the payment of any loss.

7. Any type of insurance or any increase in limits of liability not described above which the Tenant requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
8. The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Tenant. The carrying of insurance described shall in no way be interpreted as relieving the Tenant of any responsibility or liability under the Lease.
9. Prior to occupying the Leased Premises, the Tenant shall file a Certificate of Insurance with Landlord showing the policies, limits, and coverages required under these provisions. Furthermore, Tenant shall provide an updated Certificate of Insurance for Landlord upon request. Such Certificate of Insurance should be mailed within five days of receipt of these insurance requirements to **THE COLLEGE OF THE FLORIDA KEYS**, regardless of when Tenant's occupancy will begin. Premises address must be shown on the Certificate of Insurance. Tenant's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, Landlord's acceptance of, or failure to object to, a Certificate of Insurance showing coverage varying from these requirements or by Landlord's permission to commence occupying the Leased Premises. Occupation of the Leased Premises without furnishing a Certificate of Insurance is at Tenant's sole risk.

In the event of a failure of Tenant to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the Landlord shall have the right (but not the obligation) to take out and maintain such insurance as specified above as will protect the Landlord. Tenant agrees to furnish all necessary information therefore and to pay the cost thereof to the Landlord immediately upon presentation of an invoice.

10. Tenant agrees that prior to commencing any construction or renovation work on or to the Leased Premises, Tenant shall receive written approval from Landlord and shall require all contractors and subcontractors doing said work to maintain all Insurance Requirements and indemnify the Landlord in the same manner required of Tenant as outlined herein. In addition, Tenant shall require such contractors and subcontractors to file Certificates of Insurance with Landlord which shall be subject to the Landlord's approval of adequacy of protection.
11. The obligations of the Tenant to maintain Insurance and provide Indemnification and provide a Waiver of Recovery/Subrogation shall survive any termination of the Lease, it being agreed that such rights and obligations are and shall be of a continuing nature and effect.