

1 Introduced November 23, 2021, by
2 Councilwoman Denham, seconded by
3 Councilman Dunham, (by request of
4 Administration)

5 **Item No. 21-11-3399**

6
7 **ORDINANCE NO. 4057**

8 An ordinance authorizing the lease of approximately 2,227.5 square feet of
9 space at 1030 Gause Boulevard, including the right of use of server space in an adjacent
10 building, to WorldWinds, Inc. and authorizing the Mayor of the City of Slidell to execute and
11 administer a written lease with respect to same.

12 WHEREAS, WorldWinds, Inc. has been a long-term lessee of the City at the
13 City of Slidell Business Campus on Gause Boulevard; and

14 WHEREAS, WorldWinds, Inc. has expressed a desire to enter into a new
15 written lease with the City for its continued use of the leased space, which consists of
16 approximately 2,227.5 square feet at 1030 Gause Boulevard, and the right of use of server
17 space in an adjacent building, for a three (3) year term, with a three (3) year renewal right;
18 and
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23 WHEREAS, the City has determined that the desired space is not needed for
24 public purposes and is appropriate for continued lease, generating revenue for the City;
25 and
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28 WHEREAS, La. R.S. 33:4712 authorizes a municipality to lease real property
29 which is not needed for public purposes.
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31 NOW THEREFORE, BE IT ORDAINED by the Slidell City Council that it does
32 hereby authorize the lease of approximately 2,227.5 square feet of space at property
33 bearing a municipal address of 1030 Gause Boulevard, Slidell, LA 70458, at the City of
34 Slidell Business Campus, including a right of use of approximately 96 sq. feet of server
35 room space on the basement floor of the building bearing a municipal address of 1010
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1 **ORDINANCE NO. 4057**
2 **ITEM NO. 21-11-3399**
3 **PAGE 2**

4 Gause Boulevard, Slidell, LA 70458, at the City of Slidell Business Campus, under the price
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6 and terms substantially set forth in the "Office Space Lease Agreement" attached hereto
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8 as Exhibit A, and the Mayor of the City of Slidell is authorized to execute and administer
9
10 the lease for same.

11 **ADOPTED** this 21st day of December, 2021.

12
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14 Leslie Denham
15 President of the Council
16 Councilwoman, District A

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19 Greg Cromer
20 Mayor

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23 Thomas P. Reeves
24 Council Administrator

DELIVERED	12/29/21
	8:15 am to the Mayor
RECEIVED	1/6/22
	8:45 am from the Mayor

EXHIBIT A

OFFICE SPACE LEASE AGREEMENT

This **OFFICE SPACE LEASE AGREEMENT** (this "Lease" or "Agreement") is made and entered into effective the 1st day of January, 2022, by and between:

The **CITY OF SLIDELL, LOUISIANA**, a municipality and political subdivision of the State of Louisiana, whose mailing address, is P.O. Box 828, Slidell, LA 70459, appearing herein through its duly authorized Mayor, George G. Cromer, and hereinafter referred to as "**Lessor.**"

AND

WORLDWINDS, INC., a foreign corporation whose mailing address is 1030 Gause Boulevard, Slidell, LA 70458, appearing herein through its duly authorized President, Elizabeth Valenti, and hereinafter referred to as "**Lessee.**"

1.

THE LEASED PREMISES

In consideration of the rental stated herein and their mutual covenants, Lessor leases to Lessee and Lessee leases from Lessor, on the terms and conditions stated herein, the following described premises (hereinafter the "Leased Premises"):

That certain office space consisting of approximately 2,227.5 square feet and bearing a municipal address of 1030 Gause Boulevard, Slidell, LA 70458, at the City of Slidell Business Campus, including a right of use of approximately 96 sq. feet of server room space on the basement floor of the building bearing a municipal address of 1010 Gause Boulevard, Slidell, LA 70458, at the City of Slidell Business Campus.

The Lessee covenants it has fully inspected the Leased Premises, is fully aware of the physical condition of the Leased Premises, and hereby accepts the Leased Premises (including but not limited to all improvements, equipment, and systems situated thereon), in their present condition, as fully suitable for the purpose for which they are leased.

2.

TERM

The term of this Lease is for three (3) years, commencing January 1, 2022 (the "Commencement Date") and running through December 31, 2024 (the "Initial Term"). Thereafter, this Lease shall automatically renew for one (1) successive renewal term period of three (3) years (such renewal period a "Renewal Term"), unless Lessee gives to Lessor written notice of its intent not to renew the Lease at

least one hundred twenty (120) days prior to the end of the Initial term, in which case the Lease shall expire at the end of the Initial Term. The Initial Term and Renewal Term shall be subject to any grounds for termination as provided in this Lease.

3.

RENTAL

Lessee agrees to pay rental to Lessor, without prior notice or demand, and, except as otherwise may be provided in this Lease, without deduction or set off, on or before the first day of each month (starting with the Commencement Date) in advance monthly installments (prorated for any partial months) as follows:

\$3,350.00 per month

This Base Rental payment is inclusive of a good faith estimate allocation of \$0.29 per square foot per month for Lessee's electricity, water, and sewer usage, set for the first year of the Lease (January 1, 2022-December 31, 2022). The included utility charge shall be adjusted by Lessor, as necessary (with Lessor to provide Lessee with reasonable evidence of justification for same), at the beginning of each Lease year to reflect, as accurately as possible, utility rates and Lessor's usage. In no event, however, shall the included utility charge be valued below \$0.29 per square foot per month during the life of the Lease.

Additionally, each Lease year (running January 1-December 31), beginning January 1, 2023, shall reflect an increase of 2.5% in the monthly rental rate over the monthly rate charged the previous Lease year.

All rent and other monetary payments due under this Lease shall be remitted to the City of Slidell, Attention: Finance Director, at P.O. Box 828, Slidell, LA 70459-0828. If Lessee fails to make any payment of rent or other monetary payments due under this Lease on or before the fifth business day after the date such payment is due and payable, Lessor shall have the option to charge Lessee an administrative late charge of five percent (5%) of the amount of such payment. In addition, Lessor shall have the option to charge Lessee interest on the past due rent at the rate of one and one-half (1 ½%) percent per month. Such late charge and interest, if enforced, shall constitute additional rent and shall be due and payable with the next installment of rent due hereunder. Further, any Lessee check returned to Lessor for insufficient funds or no account shall result in a \$50.00 charge to Lessee. If Lessor places the enforcement of the Lease or the collection of any rent, additional rent, or charge in the hands of an attorney, Lessee shall pay Lessor the additional sum of twenty five (25%) percent of the amount owed as attorney's fees.

4.

USE OF LEASED PREMISES

The Leased Premises are to be used only for the following purposes: Office space and office

operations. Any alternate use of the Leased Premises requires the advance written consent of Lessor. In no event shall Lessee use the Leased Premises for any purpose that is unlawful or that tends to injure or depreciate the property.

Lessee shall at its own cost and expense obtain any and all licenses and permits necessary for its use of the Leased Premises. Lessee shall comply with all governmental laws, ordinances, and regulations applicable to the use of the Leased Premises, and shall promptly comply with (and shall indemnify Lessor from any violations of) all governmental orders and directives for the correction, prevention, and abatement of nuisances in, upon, or resulting from the Lessee's use of the Leased Premises, all at Lessee's sole expense. Without Lessor's prior written consent, Lessee shall not receive, store, or otherwise handle any product, material, or merchandise which is explosive or highly inflammable, or considered to be a Hazardous Material (as hereinafter defined). Further, Lessee will not permit the Leased Premises to be used for any purpose or in any manner which would render the insurance thereon void or the insurance risk more hazardous. Should Lessee's occupancy cause Lessor to be unable to obtain fire or other casualty insurance covering the Leased Premises, Lessor shall have the right to terminate this Lease upon giving Lessee not less than thirty (30) days prior written notice.

5.

GENERAL LESSOR OBLIGATIONS

Lessor shall have the following obligations while this Lease is in effect:

- A. Subject to Section 3, Landlord shall cover the cost of business standard electricity services to the Leased Premises.
- B. Subject to Section 3, Landlord shall provide and cover the cost for business standard water and sewer services to the Leased Premises.
- C. Lessor shall maintain all plumbing, electrical, HVAC, windows, interior walls, doors, and structural components in/to the Leased Premises in good working order and shall perform repairs or replacements to same, as may be necessary from time to time, in a business reasonable manner. Notwithstanding anything in this Lease to the contrary, Lessor will not be responsible for damage caused by leaks in roof, by bursting of pipes by freezing or otherwise, or by any vices or defects of the Leased Premises, or the resulting consequences, except in the case of Lessor's positive neglect or failure to take action toward the remedying of defects within a reasonable time after having received written notice from Lessee of defects and the damage caused by them. Should Lessee fail to promptly notify Lessor, in writing, of any defects, Lessee will become responsible for any damage resulting to Lessor or other parties.
- D. Lessor shall provide Lessee with access to an on-site dumpster for disposal of Lessee's trash from the Leased Premises.
- E. Lessor shall provide five (5) dedicated parking spaces to Lessee and access to non-reserved

common parking at the larger City of Slidell Business Campus facility on par with other Business Campus tenants.

- F. Lessor shall warrant and defend Lessee in Lessee's quiet and peaceful possession of the Leased Premises so long as the Lease is not in uncured or incurable default.
- G. Lessor shall otherwise abide by the terms of this Lease.

6.

GENERAL LESSEE OBLIGATIONS

In addition to timely payment of rent, Lessee shall have the following obligations while this Lease is in effect:

- A. Lessee shall be responsible and cover the cost for the provision of all janitorial/cleaning services for its operations at the Leased Premises, including the provision of all restroom supplies, and shall maintain the Leased Premises in a clean condition consistent with business reasonable practices.
- B. Lessee shall be responsible and cover the cost for the provision of all telephone services, internet services, and security/alarm system services that it desires.
- C. Lessee shall abide by the Office Building Rules and Regulations attached hereto as Exhibit A, which are subject to revision from time to time by Lessor.
- D. Notwithstanding anything in this Lease to the contrary, Lessee shall be responsible, to the exclusion of Lessor, for the repair or replacement of any damage caused to the Leased Premises by the fault of Lessee, Lessee's employees, contractors, or agents, and Lessee's customers or guests.
- E. Lessee shall otherwise abide by the terms of this Lease.

7.

LESSEE ALTERATIONS, REPLACEMENTS, AND IMPROVEMENTS

All alterations, replacements, and improvements made upon the Leased Premises by Lessee during the Lease shall be done only with the prior written consent of Lessor, at the cost of Lessee, and be considered property of the Lessor, without compensation to Lessee. However, those certain trade fixtures, machinery, and equipment installed by Lessee solely for use in its business shall remain the property of Lessee; such trade fixtures, machinery, and equipment installed by Lessee shall be removed at the expiration of the Lease, provided the Lessee not then be in default, and provided the Leased Premises are returned to the same condition as when let, ordinary wear and tear, Act of God, or other casualty excepted. In the event Lessee fails to remove any such fixtures, machinery, or equipment

installed by it, Lessor may at its option and at Lessee's expense demolish, remove, and dispose of all such items or may retain them as the property of Lessor without reimbursement or payment to Lessee.

Lessee undertakes that no lien, privilege, or claim of any kind shall rest against the Leased Premises from any repairs, alterations, additions, or improvements, or from the construction of any building or buildings undertaken by Lessee, and Lessee agrees to furnish, at its own cost, to Lessor, upon Lessor's request therefor, the bond of a responsible surety company, qualified to do business in the State of Louisiana, and reasonably acceptable to Lessor, conditioned to hold Lessor and the Leased Premises harmless against any such lien, privilege, or claim, said bond to be for an amount equal to the estimated cost of such construction, restoration, alterations, additions, or improvements undertaken by Lessee. No consent of Lessor for Lessee to make improvements or repairs to the Leased Premises shall be deemed to permit Lessor's interest to become subject to labor or material liens and privileges.

8.

HAZARDOUS MATERIALS

As used in this Lease, the term "Hazardous Material" means any flammable items, explosives, radioactive materials, hazardous or toxic substances, material or waste of related materials, including any substances defined as or included in the definition of "hazardous substances," "hazardous waste," "hazardous materials" or "toxic substances" now or subsequently regulated under any applicable federal, state, or local laws or regulations, including without limitation petroleum-based products, paints, solvents, lead cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, PCB's and similar compounds, and including any different products and material which are subsequently found to have adverse effects on the environment or the health and safety of persons. Lessee shall not cause or permit any Hazardous Material to be generated, produced, brought upon, used, stored, treated, or disposed of, in or about the Leased Premises by Lessee, its agents, employees, contractors, sublessees, or guests without the prior written consent of Lessor. Lessor shall be entitled to take into account such other factors or facts as Lessor may reasonably determine to be relevant in determining whether to grant or withhold consent to Lessee's proposed activity with respect to Hazardous Material. In no event, however, shall Lessor be required to consent to the installation of use of any storage tanks on the Leased Premises.

9.

INSURANCE

Lessee shall maintain, at its sole cost, the following types of insurance covering the term of the Lease, and claims arising from the time (including any holdovers), and Lessee shall provide reasonable evidence of same to Lessor, as may be requested by Lessor from time to time:

- A. Commercial general liability insurance, on an occurrence basis, in amounts of not less than a per occurrence limit of \$[], with not less than a \$[] general aggregate, insuring Lessee against claims of bodily or personal injury, and property damage, arising from Lessee's operations, assumed liabilities, or the use and/or occupancy of the Leased Premises and the

City of Slidell Business Campus;

- B. Worker's compensation coverage for Lessee's employees in amounts required by Louisiana law;
- C. Automobile liability insurance (for any automobiles of Lessee coming to the City of Slidell Business Campus).

Lessor must be named as an additional insured on Lessee's commercial general liability policy, which shall also have thirty (30) day notice of cancellation in favor of Lessor and be on a primary and non-contributing basis in relation to any insurance maintained by Lessor.

Further, Lessee releases Lessor from any claims, whether or not the damages are caused by the negligence or misconduct of the Lessor, to the extent such claims are insured against under any insurance policy required to be carried by Lessee. As a result of this release, Lessee's insurer shall not have a claim by way of subrogation or otherwise against Lessor or Lessor's insurer.

10.

INDEMNITY

Lessee shall and will indemnify and save harmless Lessor, and Lessor's elected officials, agents, and employees, from and against any and all liability, penalties, expense, causes of action, suits, claims or judgments for death, injury, or damages to persons or property while on or arising out of the use, occupation, management, or control of the Leased Premises, common areas, immediately adjacent streets and sidewalks, or any act of operation on any thereof, or growing out of the demolition, construction, alteration, or repair of any building thereon, to the extent caused by the act(s) or omission(s) of Lessee or its sublessees or any of their respective agents, employees, contractors, or guests during the term of this Lease. Lessee shall and will, at its own expense, defend any and all such suits that may be brought against Lessor, or any of its elected officials, agents, or employees, or in which Lessor, or any of its elected officials, agents, or employees, may be impleaded with others, upon any such above-mentioned claim or claims, and shall and will satisfy, pay and discharge any and all judgments or settlements that may be recovered against Lessor, or any of its agents or employees, in any such action or actions in which Lessor, or any of its elected officials, agents, or employees, may be a party defendant. In the event the Lessor is covered as an additional insured on an insurance policy provided by Lessee under this Lease which provides coverage to Lessor for a claim indemnifiable hereunder, the contractual indemnity required hereunder for such claim shall be capped at the amount of the insurance provided under such policy for said claim.

11.

TAXES

In addition to the rent provided under this Lease, Lessee agrees to pay, before they become

delinquent, any taxes (both general and special), assessments, or governmental charges (hereinafter collectively referred to as "taxes") lawfully levied or assessed against the Leased Premises or any part thereof.

12.

DAMAGE AND DESTRUCTION

In the event the Leased Premises shall be so damaged by fire or other peril or cause as to be rendered untenable, and necessary repairs cannot be made within 120 days, this Lease shall terminate as of the time the Leased Premises were rendered untenable. However, if the damage is such that repairs can be completed within 120 days, Lessor agrees to make such repairs promptly, and to allow Lessee an abatement in rent for such time as the Leased Premises remain untenable. In the event of partial loss which does not render the Leased Premises inadequate for its leased use, the rent shall be abated by the proportion of the Leased Premises rendered unfit for use. Lessee agrees Lessor shall not be liable for any losses sustained by Lessee as a result of any Force Majeure or the normal activation of Lessor's sprinkler system.

13.

LESSOR RIGHT OF ENTRY

Lessor (and its agents and contractors) may enter the Leased Premises at reasonable times to inspect the same, to make repairs, improvements, and alterations, and/or to show the Leased Premises for sale or lease, as Lessor may deem necessary and appropriate, provided that Lessor will not unduly inconvenience Lessee's business.

14.

ASSIGNMENT AND SUBLETTING

This Lease may not be assigned, and the Leased Premises may not be sublet, partially or fully, without the prior written consent of Lessor acting through its administration, who shall have full discretion to grant or deny such request. Even in the event of permitted subletting, Lessee acknowledges that it shall remain fully responsible for compliance with all terms of the Lease. Any sublessee occupying any part of the Leased Premises shall by the act of subletting formally or informally, assume all obligations of Lessee, whether or not Lessor knew of or approved or disapproved of such subletting.

15.

DELIVERY AT TERMINATION OF LEASE

At termination of this Lease (including by expiration), Lessee shall deliver to Lessor the Leased Premises in good order and condition, clear of all goods and broom cleaned, and shall make good all

damages to the Leased Premises, usual wear and tear excepted, and shall remain liable for holdover rent until the Leased Premises, with keys, shall be returned in such order to Lessor; provided, however, that the assessment of such holdover rent will not deprive Lessor of the right to require that Lessee vacate the Leased Premises immediately upon lease termination, and Lessor will have and retain the right to commence immediate eviction proceedings or take such other steps as are necessary to secure the removal of Lessee from the Leased Premises.

Lessee expressly waives any notice to vacate at the termination of this Lease (including by expiration) and all legal delays, and by this agreement confesses judgment with costs placing Lessor in possession to be executed at once. Should Lessor allow or permit Lessee to remain in the leased premises after the expiration or termination of this Lease, this shall not be construed as a reconduction of this lease.

16.

LEASE HOLDOVER

Should Lessee remain on the Leased Premises after termination of this Lease (including by expiration), Lessor has the option to interpret such actions as creating a month-to-month lease at a rental rate of 20% higher than that payable for the last month of the Lease term, or to consider the holding over a trespass. Only a new signed lease or extension agreement shall deprive Lessor of this choice of action.

17.

DEFAULT

Should Lessee fail to pay any of the rentals provided for herein promptly within the time when the same shall become due and payable hereunder, and shall continue in default for a period of five (5) days after written notice thereof by Lessor, or should Lessee fail to comply with any of the other obligations of this Lease, within thirty (30) days from the mailing by Lessor of notice demanding compliance, or in the event of Lessee's bankruptcy, receivership, insolvency, or assignment for the benefit of creditors, or the attachment of the contents of the Leased Premises by law, or Lessee's failure to maintain a going business in the Leased Premises, then Lessor shall have the right, at Lessor's option: (a) to terminate this Lease, in which event there shall be due to Lessor as liquidated damages, a sum equal to the amount of the guaranteed rent for one year, or alternatively at Lessor's option to be reimbursed all actual costs incurred in re-entering, renovation, and re-letting said premises; (b) to accelerate all rentals due for the unexpired remaining term of this Lease and declare same immediately due and payable; and/or (c) to sue for the rents in intervals or as the same accrues.

The foregoing Lease provisions are without prejudice to any remedy which might otherwise be used under the laws of Louisiana for arrears of rent or breaches of contract, or to any lien to which Lessor may be entitled.

Lessor's failure to strictly and promptly enforce the terms of this Lease shall not operate as a waiver of Lessor's rights, Lessor hereby expressly reserving the right to always enforce prompt payment of rent, or to terminate this Lease regardless of any indulgences or extensions previously granted.

If Lessor should default in the performance of any of its obligations under this Lease for a period of more than thirty (30) days after receipt of written notice by Lessee specifying such default, or if such default is of a nature to require more than thirty (30) days to remedy and continues beyond the time reasonably necessary to cure such default (or Lessor has not undertaken procedures to cure such default within such thirty (30) day period or diligently pursued such procedures), Lessee may, in addition to any other remedy available at law or in equity, (i) terminate this Lease; or (ii) incur any expense necessary to perform the obligation of Lessor specified in such notice and deduct such expense from the rent or other charges next becoming due to Lessor.

18.

FORCE MAJEURE

Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefor, governmental actions, public health emergencies, pandemics, civil commotions, fire, flood, earthquake or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to rental and other charges to be paid by Lessee pursuant to this Lease (collectively, a "Force Majeure"), notwithstanding anything to the contrary contained in this Lease, shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Lease specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure.

19.

RECORDATION

Recordation of this Lease, or a "short form" or memorandum of this Lease, if required by either party, shall be at the cost of Lessee, and be included in Lessee's monthly bill.

20.

NOTICE

Any notice or demand which, by provision of this Lease, is required or permitted to be given or served to either of the parties shall be deemed to have been sufficiently given and served for all purposes (i) when personally delivered, or (ii) one day after being sent by a nationally recognized overnight express courier (charges prepaid), or (iii) five days following mailing by certified or registered mail, postage prepaid and return receipt requested, in each case addressed (until another address or addresses is/are given by notice pursuant to this Section) to the parties as follows:

If to Lessor: City of Slidell
Attn: Mayor
P.O. Box 828
Slidell, LA 70459
(Physical address: 2055 Second Street, Slidell, LA 70458)

With a copy to: City of Slidell
Attn: City Attorney
P. O. Box 828
Slidell, LA 70459
(Physical address: 2045 Second Street, Suite 304, Slidell, LA 70458)

If to Lessee: Worldwinds, Inc.
Attn: Elizabeth Valenti
1030 Gause Boulevard
Slidell, LA 70458

21.

MISCELLANEOUS

- A. If Lessee is a legal entity other than a natural person, each person signing this Lease on behalf of Lessee represents and warrants that he has full authority to do so and this Lease binds such legal entity.
- B. It is agreed that the entire understanding between the parties with regard to the subject matter of this Lease is set out in this Lease and any attachments hereto, and that this Lease supersedes and voids all prior proposals, letters, and agreements, oral or written, with respect to the subject matter hereof.
- C. The parties acknowledge and agree that both have had a chance to review this Lease before execution and agree to its provisions. The provisions of this Lease shall not be construed against one party nor in favor of another, regardless of which party was primarily responsible for its drafting.
- D. The parties agree not to discriminate in their respective employment and services practices, and shall fulfill their obligations under this Agreement without regard to race, color, age, religion, sex, national origin, veteran status, genetic information, political affiliation, or disability.
- E. Lessee shall maintain all its financial records pertaining to this Lease in accordance with generally accepted accounting principles and procedures.
- F. This Lease shall be governed by and construed in accordance with the laws of the State of Louisiana then in effect. Any action regarding a dispute under this Lease shall be brought in

the 22nd Judicial District Court for the Parish of St. Tammany, State of Louisiana.

- G. This Lease may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument. A scanned or electronically reproduced copy of this fully executed Lease shall have the same legal effect as an original signed version of this Lease.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

DRAFT

OFFICE SPACE LEASE AGREEMENT

[SIGNATURE PAGE]

THUS DONE AND SIGNED ON THIS ____ day of _____, 20____, effective as
of the date first written above.

WITNESSES:

LESSOR
City of Slidell

By: George G. Cromer, Mayor

THUS DONE AND SIGNED ON THIS ____ day of _____, 20____, effective as
of the date first written above.

WITNESSES:

LESSEE
Worldwinds, Inc.

By: Elizabeth Valenti, President

EXHIBIT A TO
OFFICE SPACE LEASE AGREEMENT

OFFICE BUILDING RULES AND REGULATIONS

Lessee agrees to comply with the following rules and regulations governing the Leased Premises, which Lessor may amend from time to time. Lessee shall be bound by such rules and regulations to the same extent as if such rules and regulations were covenants of the Lease; and any non-compliance thereof shall constitute a default under the Lease. Lessor shall not be liable to Lessee for the non-observance of any of said rules and regulations by any other tenant.

- A. No sign or advertisement shall be displayed by Lessee on the outside or the inside (and visible from the outside) of the Leased Premises without the prior written consent of Lessor. Lessee shall not use any picture or likeness of the Leased Premises or of the City of Slidell Business Campus in any notices or advertisements, without Lessor's prior written consent.
- B. Lessor shall provide and install, at Lessee's expense, such letters and/or numerals on the main entrance to the Leased Premises, and on the building directory, to identify Lessee's name. All such letters and numerals shall be of building standard graphics, and no other signage shall be used or permitted. All such signage so placed shall be at Lessee's risk. Lessee shall cause the removal of all such signage from the Property at the end of the Lease, or Lessor may cause such removal at Lessee's expense.
- C. No additional locks shall be placed upon any door of the Leased Premises, and Lessee shall not permit any duplicate keys to be made, without the prior consent of Lessor. Upon the termination of the Lease (including by expiration), Lessee shall surrender to Lessor all keys to the Leased Premises.
- D. Lessor retains the power to prescribe the weight and proper position of safes, mechanical equipment, and any other bulky or excessively weighty objects. All such objects shall be moved into or out of the Leased Premises under the prior written consent and supervision of Lessor and at such times and according to such regulations as may be designated from time to time by Lessor. Notwithstanding such supervision, Lessee shall be responsible for all damage to the Property caused by moving such objects.
- E. Lessee shall not install any additional lighting, or use any data processing equipment which utilizes power other than 110 electrical current to the Leased Premises. Lessee shall not use any other fuel source other than electricity to heat, cool, or light the Leased Premises. Lessee shall not install any HVAC apparatus in the Leased Premises.
- F. Lessee shall not permit within the Leased Premises any animals other than service animals; nor shall Lessee create or allow any foul or noxious gas, noise, odors, sounds, and/or vibrations within the Leased Premises, or create any interference with the operation of any equipment or radio or television broadcasting/reception from within or about the Leased Premises, which may obstruct or interfere with the rights of any other tenant(s) at the City of Slidell Business Campus.

- G. Lessee shall not contract for any work or service to be performed to or within the Leased Premises which might involve the employment of labor incompatible with Lessor's employees or the employees of contractors doing work or performing services by or on behalf of Lessor.
- H. No sidewalks, loading areas, stairways, doorways, corridors, or other common areas shall be obstructed by Lessee or used for any purpose other than for ingress and egress.
- I. Lessee shall not install any window treatments other than existing treatments or otherwise obstruct the windows of the Leased Premises without Lessor's prior written consent.
- J. After business hours, Lessee shall lock all doors and windows of the Leased Premises, including those which enter upon any common areas of the City of Slidell Business Campus; and Lessee shall be liable for all damages sustained by Lessor or other tenants within the City of Slidell Business Campus resulting from Lessee's default, negligence, or carelessness in this respect.
- K. Lessee shall indemnify and hold Lessor harmless from all losses, claims, liability, damages, and expenses for any injury to person or damage to property of Lessee, or third persons, caused by Lessee's janitorial/cleaning contractor.
- L. Lessee shall not canvass or solicit business, or allow any employee of Lessee to canvass or solicit business, from other tenants of the City of Slidell Business Campus.
- M. There shall be no smoking at any time within the Leased Premises.