

1 Introduced January 14, 2003, by
2 Councilwoman Williams, seconded by
3 Council Members Livaudais, Burkhalter,
4 Binder, Cusimano, Kingston, Canada,
5 Harbison, and Cromer (all by request of
6 Administration)

7 **Item No. 03-01-2331**

8 **ORDINANCE NO. 3111**

9
10 An ordinance authorizing the Mayor to lease to the Slidell Art League a
11 portion of the Slidell Train Depot and specifying the terms thereof.

12 WHEREAS, the Slidell Art League contributes to the City of Slidell's arts-
13 related activities which are done through the City's Cultural Arts Department; and
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15 WHEREAS, the citizens of Slidell and the surrounding area benefit from
16 such arts activities; and
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18 WHEREAS, the City of Slidell has intended that a portion of the second
19 story of the Slidell Train Depot be used for arts-related activities; and
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21 WHEREAS, the Slidell Art League desires to lease a portion of the Slidell
22 Train Depot; and
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24 WHEREAS, the City of Slidell believes that the efforts of the Slidell Art
25 League is in keeping with the City's intended use of the Train Depot second story.
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27
28 NOW THEREFORE BE IT ORDAINED by the Slidell City Council that:
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- 30 (1) The Mayor is hereby authorized to lease a suitable portion of the
31 second story of the Slidell Train Depot to the Slidell Art League;
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33 (2) The monthly rental shall be \$350.00;
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35 (3) The initial term shall be for twelve (12) months;
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3 **PAGE 2**

- 4
- 5 (5) The monthly rental during the renewal period shall be increased to a level
6 prescribed by the Slidell City Council;
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- 8 (6) The Slidell Art League shall pay to the City as additional rental an amount
9 equal to five percent (5%) of all gross sales proceeds of the Slidell Art
10 League;
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- 12 (7) The Slidell Art League shall submit to the City on a monthly basis a report
13 of its gross sales for the previous month;
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- 15 (8) The Mayor may include any other lease terms he deems appropriate.
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19 **ADOPTED** this 11th day of February, 2003.

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22 **DELIVERED** 10:30 a.m.

23 2/13/03 to the Mayor

22 Pearl Williams
23 President of the Council
24 Councilwoman-at-Large

25 **RECEIVED** 3:30 p.m.

26 2/14/03 from the Mayor

25 
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27 Ben O. Morris
28 Mayor

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30 Shawn B. McManus
31 Clerk of the Council
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Wanda Beelman

From: Jackie Fradella
Sent: Wednesday, August 01, 2007 1:13 PM
To: Wanda Beelman
Subject: FW: Lease--SLIDELL ART LEAGUE

-----Original Message-----

From: Jackie Fradella
Sent: Wednesday, August 01, 2007 10:47 AM
To: Lisa Harford
Subject: RE: Lease

Signed lease was lost in Katrina. I found a copy, which is attached to this e-mail, in my Word documents. According to this document, paragraph 3 TERM, it would be expired. Don't have any record of renewal. Perhaps Chief of Staff's Office or Cultural and Public Affairs may know if it was renewed.



SLIDELL ART
EAGUE.doc (48 KB).

Jackie

-----Original Message-----

From: Lisa Harford
Sent: Wednesday, August 01, 2007 10:07 AM
To: Jackie Fradella
Subject: Lease

Jackie,

Do you have a copy of the lease for the Slidell Art League? If you do I would appreciate you forwarding a copy to me.

Thanks for your help,
Lisa

LEASE

BY: City of Slidell

STATE OF LOUISIANA

TO: Slidell Art League

PARISH OF ST. TAMMANY

1. PARTIES:

City of Slidell (hereinafter called Lessor) hereby leases to the Slidell Art League represented herein by its President, Theresa B. Harris (hereinafter called Lessee) the following described premises:

2. PREMISES ADDRESS:

Suite 4 consisting of approximately 2,000 square feet on the second floor of the building known as the Slidell Train Depot. Restrooms will be supplied by Lessor and maintained by Lessee.

3. TERM:

This lease is for a term of twelve (12) months beginning on the 13th day of March, 2003, and ending on the 12th day of March, 2004 at midnight. This lease may be renewed for an additional one (1) year term subject to the rental provisions prescribed by the Slidell City Council.

4. RENTAL:

The amount of rent to be paid to Lessor shall be comprised of Base Rent plus Percentage Rent as follows:

A. Base Rent

Initial Term.....\$350.00 per month.

The Base Rent shall be payable in advance on the first day of each month beginning on April 1, 2003, and continuing on the first day of each month thereafter. Rental for any partial month shall be prorated.

B. Percentage Rent

Lessee shall pay Lessor, as additional rent, 5 percent of Lessee's monthly sales proceeds. Lessee shall submit to Lessor on a monthly basis a report of its gross sales for the previous month. Such report shall be submitted no later than the tenth day of each month beginning in May, 2003.

All rental payments shall be made to Lessor through its Finance Director.

5. DELINQUENT RENTAL:

Any rent not received by Lessor within ten days of the date due shall be deemed delinquent and shall bear interest at the rate of fifteen percent (15%) per month from the date same is due until paid, reserving to Lessor the right to take such action as is provided for under paragraph 19 entitled "CURE AND REMEDY".

6. UTILITIES:

Lessee further agrees to assume responsibility for maintaining and paying for water and sewerage services.

7. LAWS, ORDINANCES:

Lessee further agrees to comply, at Lessee's expense, with all ordinances and laws, now existing or to be enacted.

8. USE:

The premises leased herein are to be used only for the purpose of arts and arts-related activities. Lessor shall not lease any other portion of the building in which the premises leased herein are located to any other retail which, in Lessor's sole opinion, would be in direct competition with Lessee's business.

9. ADDITIONS, ALTERATIONS:

Lessee shall make no additions, alterations or improvements to the premises without first submitting plans to Lessor and obtaining prior written permission from Lessor.

Nothing shall be placed or done upon the premises by Lessee which will cause forfeiture of any insurance. Lessor, its agents or workman shall have the right to enter the premises at any mutually convenient time for the purpose of making repairs necessary for the preservation of the property.

10. ACCESS:

Lessor shall have access to and shall have the right to enter the premises at any mutually acceptable time with reasonable notice to Lessee for the purpose of repair, inspection, or other legitimate business purposes. In the event of emergency, Lessor shall have the right to enter the premises for any legitimate purpose any time and without prior notice to or permission from Lessee. Lessee shall not be obligated to give to Lessor Lessee's alarm code or keys to the premises.

11. CONDITION OF PREMISES:

Lessee accepts the leased premises and all appurtenances, as is. Lessor shall guarantee NO barriers shall be positioned to interfere with the access from the parking lot to the above mentioned leased property.

12. TERMINATION:

Upon termination of the lease, Lessee agrees to abandon the premises promptly leaving them in neat, operational, and broom clean condition, turning over all keys to the Lessor. For every day after the termination of the lease that the Lessee remains on the premises or delays in leaving the premises in the condition described above, it agrees to pay daily liquidated damages of one sixth of the monthly rental plus 1/365th of the percentage rent paid the prior year.

13. REPAIRS AND MAINTENANCE—LESSEE:

Lessee will make, at its own expense and in compliance with all city codes, all necessary repairs to keep, repair, and maintain the premises including, but not limited to, all plumbing and plumbing fixtures (even when damaged by freeze); all drains; machinery; windows; glass; doors; light fixtures; electrical wiring, conduits, switch and fuse boxes; all air conditioning and heating systems, motors, ducts, and outlets, grease trap, and its water requirements and components. Lessee specifically agrees to prevent accumulation of trash or growth of weeds inside or outside the leased premises.

Should Lessee fail to make such repairs or provide such maintenance as it is obligated to hereunder, Lessor may, at its option, cause the repairs or maintenance to be made and Lessee agrees to reimburse Lessor for the cost thereof, reserving to Lessor the further right to take such action as is provided for under paragraph 18 hereinbelow entitled "DEFAULT". Restroom facilities which will be utilized by both Lessee and Lessor (open to the public) will be maintained (cleaned and supplied with toiletries) during business hours of Lessee. Lessee shall be responsible to maintain restrooms until an additional lease or occupant enters into an

agreement for occupancy at the depot. Lessee shall not be responsible for any cleaning or supplying of toiletries due to the closure of Lessee's business for any reason not excluding special events, holidays, vacations. Lessee will not be responsible for any repairs to the restroom building or fixtures due to time (wear by usage), vandalism, or any act of nature.

14. REPAIRS AND MAINTENANCE—LESSOR:

Lessor will make, at its own expense, all necessary repairs to keep, repair, and maintain the roof, driveways, parking lots, exterior walls, restrooms, and structural walls of the premises.

Should Lessor fail to make such repairs or provide such maintenance as it is obligated to do hereunder, Lessee may, at its option, cause the repairs or maintenance to be made and Lessor agrees to reimburse Lessee for the cost thereof, reserving to Lessee all rights and causes of action for damages and the further right to cancel and terminate this Lease.

15. HOURS OF OPERATION:

Sunday - Thursday	11:00 a.m. - 5:00 p.m.
Friday - Saturday	11:00 a.m. - 7:00 p.m.

16. DESTRUCTION OF PREMISES:

If premises are totally destroyed (or so substantially damaged as to make the premises untenable) by windstorm, earthquake or other natural disaster (including hail, freeze and flood), this lease shall terminate as of the date of such destruction or damage, and rent shall be ratably accounted for as between Lessor and Lessee as of that date. If premises are damaged but not rendered wholly untenable and the damage can be fully repaired within six (6) months, rent shall abate in proportion to the premises which have been damaged and Lessor shall restore within said time limit, whereupon rent in full shall recommence. Should Lessor fail or refuse to fully repair the premises within the six (6) months, Lessee may terminate this lease agreement. No further compensation shall be due Lessee except remission of rent as stated herein.

17. LIABILITY AND INSURANCE:

Lessee hereby assumes total responsibility for the condition and use of the premises and for the contents, and Lessee agrees to hold harmless, indemnify and defend Lessor from any claims, actions or causes of action which may arise therefrom, during the term of the lease, or while Lessee occupies the premises, or which may arise after the termination of the lease due to the fault or negligence of Lessee, its employees, agents or invitees. Lessee further agrees to maintain general liability insurance covering the condition and use of the premises with policy limits of at least \$1,000,000.00 and to name Lessor as an additional insured therein, with waiver of subrogation; and to furnish evidence of same upon execution of this Lease.

During the construction of any additions and/or improvements required under paragraph 9 of this Lease, Lessee shall maintain builder's risk coverage with limits of at least \$1,000,000.00 and name Lessor as an additional insured therein.

18. DEFAULT BY LESSEE:

Should Lessee:

1. fail to cause any installment of rent to be received by Lessor on or before the due date;
2. fail to perform any repair or maintenance required under this lease;
3. violate any term, obligation, or condition of this lease;
4. undergo bankruptcy or receivership; or

5. remove personal property from the leased premises to the detriment of the Lessor's lien;
6. abandon the premises,

then Lessee shall be deemed in default of this Lease.

19. CURE AND REMEDY:

In the event of a default hereunder, Lessee shall have fifteen (15) days from receipt of written notice within which to cure or remedy the default. In the event of uncured default by Lessee, then the Lessor, at its option, may demand that:

- A. The entire past due rent shall at once become due and exigible, without the necessity of putting Lessee in default, together with the cost, attorney's fees, expenses, and damages which have been incurred or suffered by Lessor; or
- B. In case Lessee fails to pay any installment of rent punctually when due, or fails to perform any covenant on demand (which this Lease requires that Lessee perform on demand), or violates any of the covenants, conditions, provisions or agreements herein contained, or if petition in bankruptcy shall be filed by or against Lessee, or if Lessee becomes insolvent, or if proceedings are taken by or against Lessee looking to the appointment of a receiver or syndic, or for a respite, or if Lessee, without the written consent of Lessor, closes the Leased Premises or discontinues active business therein for a period of three consecutive months, or sublets the Leased Premises or any part thereof, or assigns its rights hereunder without Lessor's prior written approval, or abandons, vacates or misuses the Leased Premises, or makes or attempts to make any sale or removal of the principal part of the merchandise, movables or contents in the Leased Premises on which Lessor has a lien, or by any other means attempts to deprive Lessor of its lien thereon, or denies Lessor the opportunity of showing the Leased Premises to prospective tenants, as herein stipulated, then, in said events or any of them, Lessor may, at Lessor's option, without any notice or putting in default, (1) proceed for past due installments of rent only, reserving its right to proceed later for the remaining installments; or (2) declare all of the unpaid installments of rent at once due and exigible, and the whole thereof shall become and be immediately due and payable, anything herein to the contrary notwithstanding, and proceed to enforce its legal remedies hereunder; or (3) cancel this Lease, and immediately expel Lessee, without, however, waiving Lessor's right to collect all installments of rent and all other payments due or owing for the period up to the time Lessor regains occupancy, including costs, attorney's fees, and liquidated damages stipulated for in Paragraph C hereof. Lessee hereby assents thereto and waives all legal notice to vacate the Leased Premises. In either case, Lessor may remove, or cause to be removed all effects from the Leased Premises and store the same in Lessor's or Lessee's name, but at the cost, expense and risk of Lessee, without liability of Lessor for loss or injury thereto, and without prejudice to Lessor's lien and privilege securing all the sums aforesaid. Failure to strictly and promptly enforce any of the above rights shall not operate as a waiver of any of Lessor's rights, Lessor expressly reserving the right always to enforce all of the terms of this lease, or to exercise the option above set forth, as well as all rights belonging to Lessor by law, regardless of any extension or indulgence previously granted. In the event that counsel is employed to enforce any of Lessee's obligations or Lessor's rights hereunder, Lessee hereby agrees to pay the fees of Lessor's attorney, which are hereby fixed at ten (10%) percent of the amount claimed, but in no event less than \$300.00, said attorney's fees to be a part of the rent, and secured by Lessor's lien and privilege.
- C. If, upon termination of this Lease, whether by expiration or cancellation, Lessee shall, for any reason whatsoever, fail, neglect or refuse to vacate or deliver possession of the Leased Premises to Lessor, then Lessee shall be obligated for and shall pay to Lessor, by way of liquidated damages, and not as a penalty, five times the rental per day stipulated herein for each day that Lessee, its agents or

employees, may occupy any part of the Leased Premises, after the day on which the Lease is so terminated; but the provisions of this clause shall not operate as a waiver by Lessor of any right of re-entry herein before provided; nor shall any waiver by Lessor of Lessor's right to terminate this Lease for breach of covenant affect Lessor's right to terminate this Lease for any later breach of the same or another covenant.

20. INDULGENCES AND EXTENSIONS:

Failure of Lessor to strictly and promptly enforce the terms and conditions of this lease shall not operate as a waiver of Lessor's rights, Lessor expressly reserving the right to always strictly and promptly enforce the terms, conditions and requirements of this lease, regardless of any indulgences or extensions previously granted. The receiving by Lessor or Lessor's representative of any rent in arrears, or after notice of institution of any suit or possession or cancellation of this lease, of permitting Lessee to remain in the premises while in violation of any of the terms of this lease shall not constitute a tacit reconduction of this lease.

21. NOTICES:

Whenever written notice is required by the terms of this lease, such notice shall be served by certified mail on Lessor through its Chief Administrative Officer, Post Office Box 828, Slidell, Louisiana 70459, and on Lessee at P. O. Box 936, Slidell, Louisiana 70459, Attention: President, and shall be deemed given when so mailed if same is unclaimed or refused by addressee. Either party may notify the other of a change of address by written notice as hereinabove provided.

22. ATTORNEY'S FEES AND COSTS:

In the event of any claim hereunder, the prevailing party shall be paid reasonable attorney's fees, together with all related costs, charges and expenses.

23. SIGNS:

Lessee is entitled to place signage on the buildings in compliance with local City ordinances and other applicable law. All signage shall have the approval of the City prior to the filing of a permit for installation. All signage shall be in character with the historic nature of the building and shall not violate any requirements of the national register of historic buildings. In the event a monument sign, common to the entire building, is placed on the property, the Lessee shall be given the opportunity to participate in the cost and have space allocated on the sign.

Lessor retains the right to place signage, decoration and the like on the exterior of the building which shall not unreasonably interfere with the Lessee's signage.

24. APPLICABLE LAW:

This lease is to take effect in Louisiana and is to be governed and controlled by the laws of that state.

25. GENERAL PROVISIONS:

25.1 This Lease, and its several sub-parts, constitutes the entire agreement between City of Slidell and the Slidell Art League herein; no prior written or contemporaneous oral promises or representations shall be binding. This Lease shall not be amended or changed, except by written instrument signed by the parties hereto.

25.2 All parties hereto shall take all necessary steps and shall execute all necessary documents in order to confect the intent and purpose of this Lease and all provisions thereof.

- 25.3 The City of Slidell expressly warrants title to and merchantability of the subject premises, and that it is fully authorized to enter this Lease through its duly authorized representative who is signatory hereto.
- 25.4 The paragraph headings are provided for convenience of reference only, and shall not be considered as part of this Lease or for any other purposes.
- 25.5 If any provision of this Lease shall be declared invalid for any reason whatsoever, that decision shall not affect any other provision of this Lease, which shall remain in full force and effect; and to this end, the provisions of this Lease are hereby declared severable.
- 25.6 This Lease may be executed in several counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute but one and the same instrument.
- 25.7 The interpretation and/or construction of the terms, conditions and provisions hereof shall be governed by the laws of the State of Louisiana where this contract is entered.

This Lease is made and signed in duplicate originals, in Slidell, Louisiana, this 12th day of March, 2003.

WITNESSES

CITY OF SLIDELL

BY: _____
 BEN O. MORRIS, Mayor

 TIM MATHISON, Notary Public

WITNESSES

SLIDELL ART LEAGUE

BY: _____
 THERESA B. HARRIS, President

 TIM MATHISON, Notary Public