

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: October 9, 2025

CALENDAR NO. 35,267

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER GIARRUSSO (BY REQUEST)

AN ORDINANCE to approve rates for Slip Leases located on or over property owned by the City of New Orleans (“City”) at the Municipal Yacht Harbor; to approve slip leases granted from the New Orleans Municipal Yacht Harbor Management Corporation (“MYHMC”) to individual lessees pursuant to Section 2-928 of the Code of the City of New Orleans (“Code”) beginning in 2026; and otherwise to provide with respect thereto.

WHEREAS, the City is the owner of riparian rights on immovable property on the shores of Lake Pontchartrain and in the Seventh District of the City, including what is known as the Municipal Yacht Harbor, more particularly including the facility managed by the MYHMC for the mooring of vessels in the navigable waters of Lake Pontchartrain above water bottoms administered by the City; and

WHEREAS, on July 17, 2006, the City entered into a lease with the MYHMC (“Lease”) a copy of which is attached hereto as Exhibit A, in which all rights of the City as to the leased premises described therein were leased to MYHMC; and

WHEREAS, Section 8 of the lease provides that MYHMC may not sublease (referred to as making a “Lessee Grant”) unless the MYHMC complies with Section 2-928 of the New Orleans City Code, and accordingly, said Lessee Grants have first been “approved by a duly adopted ordinance of the Council of the City of New Orleans”; and

WHEREAS, On November 14, 2019, the New Orleans City Council (“Council”) authorized a form Slip Lease agreement (a copy of which is attached hereto as Exhibit B) for use by the City and MYHMC to lease individual slips within the Municipal Yacht Harbor; and

WHEREAS, a schedule of rental rates to be charged starting January 1, 2026, for such Slip Leases set by MYHMC and approved by the Council is needed prior to entering into any such Slip Leases; and

WHEREAS, this ordinance of the Council assists in fulfilling the obligations contained in Section 8 of the City/MYHMC Lease by approving the rates to be charged for Lessee Grants for Slip Leases, and authorizes the rental rates lessees are to be charged to enter into such Slip Leases;
NOW, THEREFORE

1 **SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY**
2 **ORDAINS**, That the Council approves the rental rates of the Lessee Grant for Slip Leases
3 identified in Exhibit C (a copy of which is attached hereto.)

1 **SECTION 2.** That by means of this ordinance, the Council authorizes the City and
2 MYHMC to enter Slip Leases under the rates set forth in the schedule of rental rates found in
3 Exhibit C.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

LEASE AGREEMENT

UNITED STATES OF AMERICA

BETWEEN

STATE OF LOUISIANA

THE CITY OF NEW ORLEANS

PARISH OF ORLEANS

AND

CITY OF NEW ORLEANS

NEW ORLEANS MUNICIPAL
YACHT HARBOR MANAGEMENT
CORPORATION

2006-06-20 4:21
MAY 25 2006

BE IT KNOWN, that as of the 17th day of July, 2006, before me the undersigned Notary Public duly commissioned and qualified in and for the aforesaid jurisdiction, and in the presence of the undersigned witnesses, personally came and appeared:

THE CITY OF NEW ORLEANS ("Lessor"), a municipal corporation, appearing herein through the Honorable C. Ray Nagin, Mayor, duly authorized by Ordinance No. 22229 M.C.S. dated May 25, 2006, as amended, a copy of which is attached hereto, and

NEW ORLEANS MUNICIPAL YACHT HARBOR MANAGEMENT CORPORATION ("Lessee"), a Louisiana nonprofit public benefit corporation organized pursuant to the provisions of Louisiana Revised Statutes, Title 12, Section 201 *et seq.* and by Ordinance No. 7026, M.C.S., adopted January 18, 1979, appearing herein through C. Ray Nagin, its President, hereunto duly authorized,

who recite and declare under oath as follows:

WHEREAS, Lessor is the owner of the riparian rights on immovable properties on the shores of Lake Pontchartrain in the Seventh District of the City of New Orleans, and more particularly described as:

That territory in the described in Act 209 of the General Assembly of the State of Louisiana, Session 1906, as amended in Act 9 of the General Assembly of the State of Louisiana, Session 1910, to wit: That portion of the protection or revetment levee bordering on Lake Pontchartrain, and lying between the west bank of the New Basin Canal on the east, and the prolongation of the boundary line between the parishes of Orleans and Jefferson on the west; all lands now lying under the waters of Lake Pontchartrain between the protection or revetment levee on the south; the west bank of the New Basin Canal on the East, the prolongation of the boundary line between the parishes of Orleans and Jefferson on the west and a line drawn parallel to and in front of said protection or revetment levee, a distance of fifteen hundred feet therefrom on the north; all lands now lying under the waters of Lake Pontchartrain in the rear or south of the aforesaid protection or revetment levee on the north, the shore of Lake Pontchartrain on the south and the lands belonging to private persons on the east and west, less and except:

That portion of the hereinabove described territory transferred by the City of New Orleans to the Board of Levee Commissioners of the Orleans Levee District in accordance with Ordinance No. 1789 M.C.S., passed November 5, 1959.

NOW, THEREFORE, Lessor and Lessee hereby enter into this Lease Agreement ("Lease Agreement") on the terms and conditions more fully set forth hereinafter.

1. **Leased Premises.** Lessor hereby leases to Lessee the hereinabove described immovable property, located in the Parish of Orleans, together with all of the buildings, improvements and component parts thereof and all rights, ways, privileges, servitudes, prescriptive rights and advantages thereunto belonging or in anywise appertaining (the "Leased

Premises”);

2. *Lease Term.* This Lease Agreement shall be for a term of ninety-nine (99) years, commencing on the date of this Lease Agreement.

3. *Rent.* As consideration for this Lease Agreement, Lessee shall pay to the General Fund or such other funds of Lessor as may now be or hereafter be required by the restrictions imposed by Act No. 209 of the 1906 Louisiana Legislature, as amended by Act No. 9 of the 1910 Louisiana Legislature, as the same may be hereinafter amended, and the terms and conditions of any bond issue and the indenture agreements related thereto, now outstanding or that may hereafter may be outstanding relating to the Leased Premises or any portion thereof, an annual rental of \$1.00, plus any and all receipts derived from the operations of Lessee or any activity, including rents, paid to Lessee from any subleases or management agreements granted by Lessee on all or any portions of the Leased Premises, less and except: (a) those operating expenses of and paid by Lessee incurred in connection with the administration of this Lease Agreement, (b) any payments by Lessee of bonded indebtedness incurred by Lessor or Lessee prior to the date of this Lease Agreement or subsequent hereto related to the Leased Premises or any portion thereof or (c) otherwise incurred or to be incurred by Lessee in connection with the Leased Premises or any portion thereof pursuant to Lessee's annual budget, whether operating or capital, as approved by the Council of the City of New Orleans in accordance with its Articles of Incorporation and the Home Rule Charter of the City of New Orleans.

4. *Additional Consideration.* As additional consideration for this Lease Agreement, Lessee shall maintain the improvements and component parts now or hereafter located on the Leased Premises during the full term of this Lease at no cost or expense whatsoever to Lessor, including the expenses of repairs rendered necessary by unforeseen events and decay.

5. *Operating Expenses.* Operating expenses of the Leased Premises, including specifically but not by way of limitation, taxes, insurance, licenses and permits, salaries, advertisement and reasonable accounting and legal fees, shall be paid by Lessee.

6. *Utilities.* The cost of all utilities and any construction to provide utilities to service the common areas of the Leased Premises shall be borne by Lessee.

7. *Lessee Obligations Generally.* Lessor shall not have any liability for any debts or obligations of Lessee except as may otherwise be expressly agreed by Lessor.

8. *Sublease, Assignment and Liens.* Lessee shall not: (a) sublease all or any portion of the Leased Premises; (b) grant any full or partial assignments of this Lease Agreement; (c) grant any full or partial liens in this Lease Agreement or the Leased Premises; or (d) enter into any other agreements with respect to the use or occupancy of the Leased Premises (a,b,c & d collectively, "Lessee Grant(s)") without the written consent and approval of Lessor of the documents constituting the Lessee Grant. No Lessee Grant shall be awarded or let by Lessee unless it complies with the requirements of Section 2-928 the New Orleans City Code and, accordingly, shall have first been approved by a duly adopted ordinance of the Council of the City of New Orleans, except to the extent that any such Lessee Grant may have been required or contemplated by the terms of a Lessee Grant previously consented to by the Lessor and approved by an ordinance of the Council of the City of New Orleans.

9. *Insurance.* During the term of this Lease Agreement, Lessee shall maintain or cause to be maintained insurance against loss by fire and other risks which are covered by the broad form of extended coverage endorsement for no less than 100% of the replacement value of the improvements belonging to Lessee and/or Lessor located from time to time on or constituting a component of the Leased Premises, naming the Lessor as an additional named insured.

Additionally, Lessee or its sublessees may provide or cause to be provided general liability coverage protecting and indemnifying Lessor and Lessee against any and all claims for damages to persons and property, and for the loss of life in or about any portion of the Leased Premises, such insurance to afford protection to the limit of not less than One Million Dollars (\$1,000,000.00) combined single limit, per occurrence, and not less than Two Million Dollars

(\$2,000,000.00) in the aggregate (the "CGL Policy"), with an umbrella excess liability policy in the amount of not less than Fifteen Million Dollars (\$25,000,000) per occurrence and in the aggregate or in such amounts as Lessor and Lessee may reasonably agree from time to time (the "Umbrella Policy"). The CGL Policy and Umbrella Policy shall name Lessor as an additional insured. Lessor shall have the right, but not the obligation, to increase the amount of required insurance from time to time so as to assure that the coverage provided at all times is economically equivalent to the foregoing amount. All such insurance shall be provided by insurers authorized to do business in Louisiana having an A.M. Best rating of "A-" or better. In the event that Lessee shall pay for any such policy(ies) of insurance, the premiums and other charges and imposts related thereto shall be deducted from any sums that may then or thereafter be due as Rent under paragraph 3 of this Lease Agreement.

10. *Subrogation.* The parties hereto waive subrogation as against each other for any and all loss or damage to property constituting a part of Leased Premises a result of the error, negligence or inadvertent omission of their respective agents and employees. Lessor also waives all rights of subrogation as against any subtenant under any sublease that has been approved by Lessor, if in any such sublease, Lessee waives rights of subrogation against the subtenant and the subtenant waives rights of subrogation against Lessee and Lessor. In that case, the Lessee's waiver of subrogation will be binding on Lessor to the same extent that it is binding on Lessee.

11. *Hold Harmless.* Lessee assumes responsibility for the condition of the Leased Premises and agrees to hold Lessor harmless from any liability arising from injury to persons or damage to property in or about the Leased Premises. Thus, Lessee agrees to indemnify, defend, reimburse and hold harmless Lessor and its respective employees, agents, successors, or assigns from and against any and all suits, causes of action, legal or administrative proceedings, claims, demands, actual damages, losses, costs, liabilities, interest, reasonable attorneys' fees and court costs, arising out of or in any way connected with the condition of the Leased Premises from time to time, including without limitation the presence of hazardous materials placed upon, about or beneath the Leased Premises. The provisions of this Section shall survive the expiration or earlier termination of this Lease Agreement.

12. *Environmental.* Lessee shall not cause, permit or suffer any hazardous materials to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Leased Premises or any portion thereof by Lessee, its agents, employees, contractors, tenants, invitees or any other person whomsoever in violation of applicable Environmental Law. Lessee shall not cause, permit or suffer the existence or commission by Lessee, its agents, employees, contractors, tenants, invitees or any other person under the control or direction of Lessee, of a violation of any of the Environmental Laws upon, about or beneath the Leased Premises or any portion thereof. Lessee shall obtain, or cause to be obtained, at no expense to Lessor, any and all permits necessary or required under the Environmental Laws in connection with or arising out of Lessee's use of the Leased Premises. If Lessee shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of any of the Environmental Laws in connection with the Leased Premises or past or present activities of any person thereon, then Lessee shall deliver to Lessor within ten (10) days of receipt of such notice or communication by Lessee, a copy of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of the Lessor to defend or otherwise respond to any such notification.

13. *Lessor Inspection.* Lessor shall have the right, but not the duty, to enter upon and conduct an inspection of the Leased Premises at any reasonable time and without undue interference with the business operations thereon to determine whether Lessee is complying with the terms of this Lease, including but not limited to the compliance of the Leased Premises and activities thereon with Environmental Laws and the existence of hazardous materials thereon. Lessor shall also have the right at all reasonable times to inspect the books and records of Lessee.

14. *Notices.* All notices required or permitted by this Lease Agreement shall be in writing and shall be delivered by certified mail, postage prepaid, return receipt requested, or via recognized overnight courier, to the following addresses, or to such other addresses as either party may designate to the other party in writing:

If to Lessor: City of New Orleans
Department of Real Estate and Records
City Hall, Room 5W07
1300 Perdido Street
New Orleans, Louisiana 70112
Attention: Director

with copy to City Attorney
City Hall, Room 5E03
1300 Perdido Street
New Orleans, Louisiana 70112

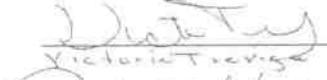
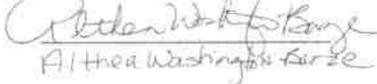
If to Lessee: New Orleans Municipal Yacht Harbor Management Corporation

New Orleans, Louisiana 701____
Attention: _____

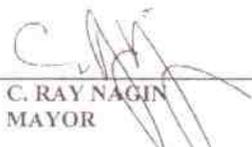
Notice delivered via certified mail shall be deemed delivered on the earlier of the date the notice is actually received (as evidenced by the return receipt) and the date which is three (3) days after such notice is deposited in the U.S. mail, postage prepaid. Notice delivered via overnight courier shall be deemed delivered on the date following the date such notice is delivered to the overnight courier for delivery to a party hereto.

THUS DONE AND PASSED in the City of New Orleans, Parish of Orleans, State of Louisiana, written in the presence of two competent witnesses, who hereunto sign their names together with Lessor and Lessee and me, Notary, after a due reading of the whole.

WITNESSES:


Victoria Trivette

Althea Washington Barze

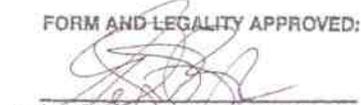
CITY OF NEW ORLEANS

BY: 
C. RAY NAGIN
MAYOR

**NEW ORLEANS MUNICIPAL YACHT
HARBOR MANAGEMENT CORPORATION**

BY: 
C. RAY NAGIN
PRESIDENT

FORM AND LEGALITY APPROVED:



Law Department, City of New Orleans



NOTARY

Paul E. Ramoni, Jr.
Notary Public, Parish of Orleans
Bar No. 11091
My Commission Expires at My Death.

*New Orleans Municipal Yacht
Harbor Management Corporation*

SLIP LEASE AGREEMENT

1. AGREEMENT:

This Slip Lease Agreement (herein "Agreement") is entered into on the _____ day of _____, 20__ ("Effective Date") by and between the New Orleans Municipal Yacht Harbor Management Corporation ("Landlord"), a public benefit corporation of the City of New Orleans, and the following individual or entity ("Tenant"):

Check one:

Individual Tenant

Print Name: _____

Mailing Address (not a post office box):

E-Mail Address: _____

Telephone Contact Number: _____

Legal Entity

Print Name of Entity: _____

Name of Individual Authorized to Represent Tenant:

Mailing Address (not a post office box):

E-Mail Address: _____

Telephone Contact Number: _____

Tenant shall provide Landlord written notice of any change that would make the above information inaccurate or incomplete within ten (10) days of such change, and Landlord shall be entitled to rely on the above information until it has been provided with such written notice of any change. If Tenant is a legal entity, as indicated above, such entity shall be in good standing with the State of Louisiana and the Individual Authorized to Represent Tenant, as indicated above, shall be the only person authorized to act on behalf of Tenant with respect to Landlord or this Agreement, and Landlord shall be authorized to rely on the representations, consents and any other actions of the Individual Authorized to Represent Tenant as the acts of Tenant. If the Vessel described below is co-owned by multiple individuals, (1) each of the co-owners shall be a Guarantor as provided in Section 5(e) below; (2) the Individual Tenant listed above must (a) have an ownership interest in the Vessel, (b) be authorized to act on behalf of all co-owners with respect to Landlord and this Agreement, and (c) be the *only* person authorized to act on behalf of all co-owners with respect to Landlord or this Agreement, and (3) Landlord shall be authorized

to rely on the representations, consents and any other actions of the Individual Tenant listed above as the acts of Tenant.

2. LEASED PREMISES:

(a) The leased premises described below are part of an overall facility managed by Landlord for the mooring of vessels in the navigable waters of Lake Pontchartrain, Louisiana above water bottoms administered by the City of New Orleans pursuant to a right of administration granted by the State of Louisiana; such property is known generally as the Municipal Yacht Harbor (“Municipal Yacht Harbor”). The “East Side” of Municipal Yacht Harbor is located at municipal address 103 N. Roadway St., New Orleans, LA 70124, and the “West Side” of Municipal Yacht Harbor is located at municipal address 401 N. Roadway St., New Orleans, LA 70124. If available, the current location, slips and general boundaries of the Municipal Yacht Harbor may be depicted on a diagram or sketch annexed hereto and made a part hereof as **Exhibit A**. Landlord has the right to enlarge, reduce, alter, modify or change any aspect of the Municipal Yacht Harbor whatsoever in its sole discretion, provided only that the ability of a vessel moored in the leased premises described below to have uninterrupted access to and from Lake Pontchartrain shall not be discontinued or materially adversely impeded for a period in excess of ten (10) days unless such lack of access is for reasons beyond the control of Landlord as more specifically discussed below.

The leased premises pursuant to this Agreement (herein “Leased Premises” or “Slip”) shall be that space in the waters of the Municipal Yacht Harbor designated as Slip Number _____.

(b) Subject to all of the terms and provisions of this Agreement and all rules and regulations that may be established by Landlord with respect to the Municipal Yacht Harbor or any part or portion thereof or any aspect of the maintenance, operation or functioning thereof, this Agreement shall include the following additional rights. This Agreement affords the Tenant the right to utilize the finger piers and piers necessary for ingress and egress to said Slip and to secure the vessel subject to this Agreement in a reasonable fashion to the moorings associated with that Slip. Tenant shall have no right to construct or place any structure or other property on the finger piers or piers, including, without limitation, a dock box or other storage container. This Agreement also includes a right of reasonable ingress and egress through all entrances to the Municipal Yacht Harbor, over and across the finger piers and piers, to the Slip.

(c) Condition of Premises. Tenant accepts the Leased Premises in its “AS-IS” condition as of the Lease Commencement Date, in accordance with the following:

i. TENANT HAS HAD FULL OPPORTUNITY TO CONDUCT, AND HAS CONDUCTED, SUCH INVESTIGATIONS AND EXAMINATIONS OF THE LEASED PREMISES AS TENANT HAS DEEMED FIT.

ii. TENANT HEREBY (1) ACCEPTS THE LEASED PREMISES “**AS-IS, WHERE-IS**” IN THEIR PRESENT CONDITION AS OF THE EFFECTIVE DATE AND WITHOUT ANY WARRANTY OF SAFE BERTH OR SAFE ACCESS THERETO, (2) EXPRESSLY WAIVES ALL WARRANTIES UNDER LOUISIANA LAW, INCLUDING WITHOUT LIMITATION ANY WARRANTIES UNDER CIVIL CODE ARTICLES 2696 AND 2697, THAT THE LEASED PREMISES ARE SUITABLE FOR THE PURPOSES FOR

WHICH THEY ARE LEASED OR THAT THE LEASED PREMISES ARE FREE OF VICES OR DEFECTS THAT PREVENT THEIR USE FOR SUCH PURPOSES (INCLUDING WITHOUT LIMITATION VICES OR DEFECTS IN THE LEASED PREMISES THAT ARISE AFTER THE DELIVERY OF THE LEASED PREMISES TO TENANT) AND (3) FULLY AND FOREVER RELEASES, RELIEVES, DISCHARGES AND ACQUITS LANDLORD FROM ANY AND ALL CLAIMS FOR ANY LOSS CAUSED BY OR RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN ANY MANNER, ANY ASPECT OF THE PAST, PRESENT OR FUTURE PHYSICAL CONDITION OR STATE OF THE LEASED PREMISES. THE SOLE EXCEPTIONS TO THE FOREGOING PROVISIONS ARE THOSE REPRESENTATIONS AND WARRANTIES OF LANDLORD, IF ANY, SPECIFICALLY SET FORTH ELSEWHERE IN THIS AGREEMENT AND ANY LIMITATIONS ON THE FORGOING PROVISIONS THAT ARE IMPOSED UNDER APPLICABLE LAW.

iii. TENANT ACKNOWLEDGES THAT THIS WAIVER OF WARRANTIES HAS BEEN CALLED TO HIS/HER ATTENTION, THAT THIS WAIVER OF WARRANTIES IS ESSENTIAL TO THIS AGREEMENT, AND THAT THE LANDLORD WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT TENANT AGREEING TO THIS WAIVER.

INITIALS
OF TENANT:

3. VESSEL:

(a) Subject to all applicable requirements, terms, conditions and covenants set forth herein, this Agreement allows the Tenant to utilize the Leased Premises solely for the purpose of mooring the following vessel (hereinafter the "Vessel"):

Name of Vessel: _____

Federal or State Registration Number: _____

Length Overall: _____

Beam: _____

Draft: _____

Manufacturer: _____

Year of Construction: _____

Primary Use of Vessel: _____

*Please attach a photo of the Vessel to this Agreement

The Leased Premises shall not be used by Tenant to moor any vessel other than the Vessel and an approved dinghy appurtenant to the Vessel.

(b) Tenant agrees to maintain such vessel registration and documentation as is required by law as to the Vessel and to provide to Landlord proof of U.S. documentation and/or, as applicable, a current Louisiana state registration certificate immediately upon request. The vessel registration number shall be affixed to the Vessel in the manner specified by the United

States Coast Guard or the state of registration. Failure to register as specified above shall constitute a violation of this Agreement.

4. **TERM:** The term of this Agreement (hereinafter “Term”) shall be for one year or less, for the period commencing the ____ day of _____, 20____ (the “Lease Commencement Date”) and ending on the _____ day of _____, 20____.

Notwithstanding anything to the contrary herein, Landlord may suspend or terminate this Agreement in the event that repairs, renovations, alterations, modifications or changes with respect to any aspect of the Municipal Yacht Harbor make such suspension or termination necessary, as determined by Landlord in its sole discretion.

Tenant shall have no right of extension or renewal of this Agreement or the Term hereof. Subject to the foregoing, if the Term is for one year and Tenant wishes to renew this Agreement, Tenant may submit a written request for renewal to Landlord 30 days prior to the expiration of the current Term of this Agreement. Landlord may, in its sole discretion, agree to renew this Agreement for additional one-year terms, in which case Landlord may change, revise, amend and/or add additional terms and conditions to this Agreement, including but not limited to increasing the Rent and other charges imposed and changing the insurance requirements under this Agreement.

5. **RENT:**

(a) In accordance with Boat Slip Rates for Municipal Yacht Harbor approved by the New Orleans City Council, Tenant shall pay to Landlord, as rent for the Leased Premises, in advance, quarterly on January 1, April 1, July 1 and October 1 (the “Rent Payment Dates”), a sum of \$_____ (the “Rent”). If the Lease Commencement Date falls on a date other than January 1, April 1, July 1 or October 1, Tenant shall pay to Landlord on or before the Lease Commencement Date the portion of the Rent prorated for the period from the Lease Commencement Date to the next Rent Payment Date. For example, if the Lease Commencement Date is March 1 and the Rent is \$600.00, then Tenant owes \$200.00 on or before March 1 for Rent for the period March 1 to April 1. Then, on April 1, Tenant will owe \$600.00, and on the following July 1, Tenant will owe \$600.00 and so forth for a total annual rent of \$2,400.00. The Rent includes 3% City Sales Tax. The Leased Premises shall have access to water electricity and/or a dock box if the foregoing boxes are checked. The Leased Premises’ utilities are not separately metered. The cost of water is included within the Rent. If Tenant has access to the harbor’s electrical system, Tenant will be charged a fixed rate based on average annual electricity consumption of the Marina. Charges will be proportionally billed based on slip length and status (e.g. “Live Aboard”, “Commercial”, etc.). Tenants moving in for a portion of a quarter will be charged based on a proration of the charges for a similar slip; Tenants vacating during a quarter will be charged based on a proration of their actual charges in the previous period. These charges are in addition to the Rent and due along with the Rent and paid in the same manner as the Rent. Tenant shall secure the dock box lid and maintain the power pedestal, if same are provided to Tenant. Tenant shall be liable for any damage that results from failure to secure the dock box or maintain the power pedestal.

(b) If this Agreement is for a Term of less than one (1) year, Tenant shall pay \$ _____ per night week or month, to be paid in full in advance based on the number of days, weeks or months included in the Term indicated in Section 4 above, and the Agreement shall automatically terminate at the end of the Term with no right of extension or renewal.

(c) A \$25.00 late fee (herein "Late Fee") shall be charged on the outstanding account balance for any amounts remaining due 10 days after the due date. Thereafter, interest shall accrue at a rate of 12% per annum on both overdue Rent and on any Late Fee, which amount (the total of Rent, Late Fees and interest) shall be compounded annually until all of the outstanding Rent, Late Fees and interest as compounded, shall have been paid.

(d) Payments of all types (including without limitation for Rent and Late Fees) may be paid to Landlord via check by mail addressed to Landlord at the notice address below, or via direct deposit from checking or by credit card automatic payments. Tenant shall be responsible to pay a convenience fee of _____ per payment if paid by credit card, and keep on file with Landlord current information on its bank and means of electronic transfer, or credit card account information if Tenant will make any payments via automatic draft. If Landlord's request for payment is rejected for any reason by any bank or credit card company, Tenant shall be responsible to pay a fee of \$50.00 in addition to the Rent and any Late Fee. Landlord reserves the right to require Tenant to utilize a specific payment method, including but not limited to automatic draft or any form(s) of electronic and/or automatic payment, upon providing thirty (30) days' prior written notice to Tenant.

(e) All entities and individuals having any ownership interest whatsoever in the Vessel are required to join as "Guarantors" hereunder, subject to the terms and provisions set forth herein. If there are any Guarantors, the following box shall be checked. If there are any Guarantors, complete information regarding each Guarantor, identical to the information provided with respect to Tenant under Section 1 hereof, must be provided as part of **Exhibit B** annexed and made a part hereof, and must be executed by each Guarantor. Regardless of the status of any Guarantor as a co-owner of the Vessel, all Guarantors hereby agree that the sole Tenant under this Agreement is the Tenant identified in Section 1 above. Guarantors shall provide Landlord written notice of any change that would make the above information or the information in **Exhibit B** inaccurate or incomplete within ten (10) days of such change, and Landlord shall be entitled to rely on the above information and the information in **Exhibit B** until it has been provided with such written notice of any change. **Guarantors and Tenant shall be liable in solido for all obligations of Tenant hereunder.**

6. REPLACEMENT VESSEL: In the event that Tenant wishes to sell, donate or otherwise dispose of the Vessel and substitute in its place another vessel (hereinafter the "Replacement Vessel"), then Tenant must give Landlord written notice ten (10) days prior to the said sale, donation or disposal of the Vessel and then, within sixty (60) days after the said sale, donation or disposal give Landlord written notice as to the name and description (same information as provided in Section 3 above) of the Replacement Vessel, together with the Louisiana state registration or federal documentation for the Replacement Vessel, proof of insurance on the Replacement Vessel and a photo of the Replacement Vessel. Ownership as to the Replacement Vessel must be the same as to the Vessel. If ownership differs or if the notices required by this provision are not timely delivered to Landlord, this Agreement shall terminate automatically and without notice from Landlord thirty-one (31) days after the sale of the Vessel.

Landlord, in its sole discretion, reserves the right to determine whether such Replacement Vessel is of a size appropriate to the assigned Slip. If Landlord determines that the Replacement Vessel is not of a size appropriate to the assigned Slip, Landlord may terminate this Agreement and, if Tenant wishes, place Tenant on any waiting list for slips, if such a list is maintained by Landlord at that time. The proposed Replacement Vessel shall not be moored in the Slip unless and until Landlord approves the Replacement Vessel and gives written notice thereof to Tenant. Effective as of the date of the giving of such notice, the Replacement Vessel shall constitute the "Vessel" for all purposes under and in connection with this Agreement.

7. **USE:** The Leased Premises are to be used solely for the purpose of the mooring of and access to and from the Vessel, as described in Sections 2 and 3 above, and in accordance with the following requirements and also the Harbor Rules and Regulations described in Section 12 below.

(a) Tenant shall do nothing that tends to injure, or depreciate the Leased Premises or the Municipal Yacht Harbor, or that is illegal or prohibited by any law, ordinance, rule or regulation of any applicable public authority, or that is noxious, a nuisance or disturbs the quiet enjoyment of other tenants.

(b) Tenant agrees that it will not do or keep anything in or about the Vessel, the Leased Premises or the Municipal Yacht Harbor which will contravene Landlord's policies insuring against loss or damage by fire or other hazards, or which will prevent Landlord from procuring such policies from companies and on terms acceptable to Landlord. If any act or omission by Tenant shall cause the rate of fire, hazard or other insurance for the Municipal Yacht Harbor to be increased beyond the minimum rate which would be applicable for the use or purposes herein described, Tenant will pay the amount of such increase within thirty (30) days after demand therefor by Landlord.

(c) The Vessel must be owned solely by Tenant and Guarantors; any and all parties with any ownership interest in the Vessel must be Guarantors hereunder. Tenant shall not transfer any partial ownership interest in the Vessel to any third party unless Tenant provides ten (10) days prior written notice to Landlord and the purchaser joins as a "Guarantor" hereunder by executing **Exhibit B** annexed and made a part hereof. For purposes of clarification, this subparagraph (c) does not pertain to subleases and assignments, which are governed by Paragraph 10 below.

(d) Individual Tenants and Guarantors shall provide proof of their permanent residence upon request by Landlord. If Tenant intends to use or permit the Leased Premises or the Vessel to be used as a residence or for overnight occupancy for more than fifteen (15) nights in a calendar month (a "Live Aboard"), the following box shall be checked and **Exhibit C** shall be filled out, signed and attached hereto.

(e) Possession of contraband items or substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license and unlawful weapons are prohibited on the Vessel, the Leased Premises and the Municipal Yacht Harbor. Landlord has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard, and will grant such agencies access to the facilities of Landlord for lawful pursuit of their enforcement responsibilities. The arrest of Tenant or Tenant guest(s) or crew by any agency for suspected

offenses covered by this provision may result in termination of the Agreement prior to final legal disposition.

(f) Gasoline and other petroleum products (other than properly stored fuel for the Vessel), explosive and incendiary items (other than United States Coast Guard-approved distress flares and/or propane or alcohol stoves), and hazardous materials, including environmental hazards and sewage (other than in dedicated holding tanks), may not be stored in the Vessel, on the Leased Premises, in the water or elsewhere in the vicinity of the Municipal Yacht Harbor. Such material, if found unattended may be removed and disposed of by the Landlord at Tenant's expense.

8. SECURITY DEPOSIT: Landlord may, in its discretion, require Tenant to pay a security deposit. If so, contemporaneously with the execution of this Agreement, Tenant shall provide to Landlord a deposit (the "Security Deposit") in the amount of one quarterly Rent payment, totaling \$ _____, the receipt and sufficiency of which is hereby acknowledged by Landlord. The Security Deposit shall not be considered to be any manner or form of advanced payment of Rent in any respect, and Tenant's providing the Security Deposit shall not relieve it in any respect from its full and punctual obligations for the payment of Rent in all respects. In the event of Default on the part of Tenant hereunder, the Security Deposit may be applied by Landlord toward the satisfaction of any obligations owed by Tenant to Landlord with respect to said Default, and/or toward the payment of any damages that Tenant may owe to Landlord on account of such Default. If any portion of the Security Deposit is so applied by Landlord during the Term, Tenant shall be obligated thereafter, within ten (10) business days after written notice from Landlord to Tenant requesting same, to provide additional funds as part of the Security Deposit in the amount necessary to restore the funds being held by Landlord as the Security Deposit to the full original amount of the Security Deposit stated in the first sentence of this Section 8. If Tenant is not in Default at the expiration or sooner termination of this Agreement, then within thirty (30) days after the expiration or sooner termination of this Agreement, Landlord will return the portion of the Security Deposit to which Tenant is entitled, pursuant to applicable provisions of law. No interest will accrue on the Security Deposit, and Landlord will not be required to keep the Security Deposit in a separate account.

9. TENANT'S CONTRACTORS: Vessel Repairs and Maintenance are governed by and shall at all times comply with the then-applicable Harbor Rules and Regulations, the current version of which is attached as **Exhibit D** hereto. Tenant shall not permit any contractor, or said contractor's workers and laborers, to enter the Municipal Yacht Harbor unless said contractor has provided Landlord with a certificate of insurance which demonstrates general liability insurance coverage with a combined single limit of at least One Million and No/100 (\$1,000,000.00) Dollars per occurrence, and Two Million and No/100 (\$2,000,000.00) Dollars aggregate protecting Landlord (as an additional insured) against personal injury or death, bodily injury and property damage, as well as worker's compensation coverage in the amounts required by law. Landlord, in its sole discretion, may prohibit a contractor, or said contractor's workers and laborers, from entering the Municipal Yacht Harbor, should said contractor fail to comply with or misrepresent that it has complied with Landlord's insurance requirements. Tenant agrees to only use contractor or service personnel approved by Landlord prior to the beginning of any work as provided by the then-applicable Harbor Rules and Regulations. Violation of these requirements shall be a sufficient basis for Landlord to immediately terminate the Agreement.

Contractors' insurance policies shall include an appropriate endorsement making the Landlord, City of New Orleans, and their officers, agents and employees additional insureds under such policies. Contractors' insurance shall apply as non-contributory and Primary Insurance before any other insurance or self-insurance, or deductibles, and waive subrogation in favor of the City of New Orleans and Landlord.

10. SUB-LEASING AND ASSIGNMENT: Tenant shall not assign this Agreement or any interest hereunder, nor sublease nor allow any other person or entity to occupy or use any or all of the Leased Premises without the prior written consent of Landlord, in Landlord's sole discretion. Landlord shall approve an assignment of the Agreement if the Vessel is transferred to an Individual Tenant's spouse, sibling, child, parent or legatee(s). If Landlord approves a sublease or assignment, Tenant shall pay a transfer fee of \$_____. The legal status or form of Tenant, if Tenant is a legal entity, shall not be changed from its present state without the prior written consent of Landlord, in Landlord's sole discretion, in violation of which any such change shall constitute a prohibited transfer of this Agreement. A transfer of any ownership interest in Tenant, if Tenant is a legal entity, without the prior written consent of Landlord, in Landlord's sole discretion, shall for the purpose hereof constitute a prohibited transfer of this Agreement. Even in the event of a permitted assignment or sublease hereunder, Tenant shall not be released from its liabilities under this Agreement, and Tenant shall at all times remain liable for the payment of Rent herein and for compliance with all of the other obligations of the Tenant under the Agreement, unless Landlord specifically so provides otherwise in writing. If Tenant fails to obtain the prior written consent of Landlord for a sublease or assignment as provided for herein, Tenant shall pay to Landlord 50% of any increase in Rent paid by the sublessee or assignee as damages under this Section 10, in addition to all other rights and remedies for such violation that may be available to Landlord.

11. LEASEHOLD IMPROVEMENTS: Tenant shall make no improvements in or about the Leased Premises without the prior written authorization of Landlord, in its sole discretion. At the commencement of, during the Term, and upon expiration, and/or termination of this Agreement, the title to any and all improvements placed on or about the Leased Premises by Tenant with Landlord's consent are and shall remain vested in Landlord without any obligation to make any payment to Tenant. However, if such improvements were not authorized by Landlord as provided herein, Landlord may have such improvements removed from the Leased Premises at Tenant's expense.

12. RULES AND REGULATIONS:

(a) Landlord may establish and amend rules and regulations concerning the use of and behavior in the Municipal Yacht Harbor, including without limitation the boat mooring area within the Leased Premises (herein the "Harbor Rules and Regulations"). A copy of the current Harbor Rules and Regulations is attached as **Exhibit D** hereto and shall be maintained and posted in the office of Landlord. Tenant, together with all of Tenant's invitees, shall comply with all such Harbor Rules and Regulations. Tenant acknowledges receipt of the Harbor Rules and Regulations in force at the time of the signing of this Agreement. Any amendments to the Harbor Rules and Regulations shall be made by the Board of Directors of Landlord after posting notice of the proposal to amend fourteen (14) or more days in advance in the same fashion Landlord's Board of Directors utilizes to publish notice of the meeting at which it votes on the amendment. Any amendment shall become effective when approved by the Board of Directors

of Landlord. The Harbor Rules and Regulations are generally available on Landlord's website at: <https://nomunicipalharbor.com/uploads/UpdatedHarborRulesandRegulations.pdf>.

(b) Tenant agrees to comply with all federal and state statutes and regulations, and all laws, ordinances and codes of the City of New Orleans, including without limitation all such statutes, regulations laws, ordinances and codes relating to the use of the Municipal Yacht Harbor.

(c) Tenant shall further comply with all other measures and procedures as may be promulgated by Landlord from time to time for purposes of safety and security in and around the Municipal Yacht Harbor, including without limitation use of key codes or magnetic entrance cards or other scans or methods or devices that relate to safety and security in any manner, including without limitation, limitations of ingress to and egress from the Municipal Yacht Harbor.

(d) Tenant further acknowledges and consents to any and all measures relating to the monitoring or regulation of activities within the Municipal Yacht Harbor, including the use of security cameras to monitor activities within the Municipal Yacht Harbor.

(e) Failure to comply with any obligation under this Section 12, including without limitation, the obligation to comply with all of the Harbor Rules and Regulations, as amended from time to time, all federal and state statutes and regulations, and all laws, ordinances and codes of the City of New Orleans and all measures and procedures as may be promulgated by Landlord from time to time for purposes of safety and security in and around the Municipal Yacht Harbor shall constitute a Default hereunder. Notwithstanding any other provision in this Agreement, as to any violation of Harbor Rules and Regulations identified therein as "Hazardous Behavior," Landlord may terminate this Agreement without any prior notice or opportunity to remedy or cure.

13. INSURANCE:

(a) Tenant agrees to maintain in full force and effect at the sole cost of Tenant the insurance described in this provision, which insurance at all times shall be placed with a B+ or better rated insurance company. The insurance so maintained by Tenant shall be public liability and property insurance in the form of an "all risk" marine hull insurance policy covering the actual cash value of the Vessel and liability to third parties for damage, injury or death, including coverage for pollution and wreck removal (in the form of P&I and hull coverage, or equivalent acceptable to Landlord). The liability limits of such insurance shall be no less than \$500,000 per occurrence or higher as required by Landlord. The policy of insurance must include Landlord and the City of New Orleans as additional insureds. The liability coverage shall provide coverage for injury or death to persons and damage to property occurring anywhere in the Municipal Yacht Harbor caused by an act or omission of Tenant, its officers, agents, employees, contractors or persons, firms or corporation otherwise associated with Tenant, or arising out of or relating to Tenant's use of the Leased Premises. Notwithstanding any of the foregoing, Landlord reserves the right to increase or modify the amounts and types of insurance coverage that must be provided by Tenant upon sixty (60) days' prior written notice to Tenant.

(b) Tenant shall be responsible for all deductibles under all circumstances. The policy must provide for thirty (30) days written notice to Landlord and the City of New Orleans in advance of

any cancellation or termination of the policy. The policy shall provide that the insurer waives subrogation against Landlord and the City of New Orleans. The policy shall provide that it is primary for all assureds, including additional insureds, as to any insurance that might otherwise be called upon to contribute in any fashion. Prior to the execution of this Agreement, Tenant must provide to Landlord a certificate of insurance and declarations page demonstrating that all coverage required by this provision is in place. Thereafter, Tenant shall be responsible, without further notice from Landlord, to furnish Landlord with a replacement certificate of insurance no less than ten (10) days prior to the expiration of any such policy and a certificate of insurance as to a Replacement Vessel within sixty (60) days after the sale of the Vessel (and, in any event, before a Replacement Vessel is placed in the Slip subject to this Agreement), which certificate shall demonstrate that the coverage required by this provision is in place; and any failure by Tenant to comply with this requirement within the time limit provided shall be grounds for Landlord to immediately terminate this Agreement, without prior notice or opportunity to remedy or cure.

14. RELEASE AND INDEMNIFICATION:

(a) Tenant hereby agrees to indemnify, hold harmless, and defend (collectively the obligation of “Indemnity”), at Tenant’s sole cost and expense, the City of New Orleans and Landlord and their affiliated and associated companies and all of their former and present and future owners, members, shareholders, partners, officers, directors, contractors, agents, employees, customers, guests, invitees and representatives (collectively the “Indemnified Persons”) from and against any and all claims, allegations, demands, actions, causes of action, liens, lawsuits or other proceedings, rights or liabilities (collectively the “Claims”) for any injury, loss, cost, fees, expense, harm, damage, liability, compensation or other remuneration, including reasonable attorneys’ fees and costs of wreck removal and/or removal of hazards to navigation (collectively “Loss”) suffered or incurred by or owed to any person including but not limited to Tenant and former and present and future owners, members, shareholders, partners, officers, directors, contractors, agents, employees, customers, guests, invitees and representatives of Tenant or any Indemnified Person or any third party (collectively “Claimants”) and sought to be recovered or obtained from or imposed upon or owed by any Indemnified Person, if the Claim in any manner is connected with or arises out of or results from or is caused by, directly or indirectly, in whole or in part:

- i. any event or occurrence in or about the Vessel or the Leased Premises;
- ii. any act or omission of Tenant or Tenant’s officers, directors, contractors, agents, employees, customers, guests, invitees or representatives;
- iii. any breach or violation of any non-monetary covenant or obligation of the Tenant under this Agreement; or
- iv. any aspect of the physical condition of the Vessel, including vessel unseaworthiness, or the Leased Premises, including but not limited to any vice or defect therein, and further including but not limited to any matters pertaining in any respect to the compliance of the condition of the Vessel or the

Leased Premises with any applicable law, including but not limited to the Americans With Disabilities Act (collectively the "Covered Subjects").

This Indemnity shall be applicable in cases where the joint and concurrent negligence of Tenant and Landlord or the City of New Orleans is found to have caused the damage or loss but it shall not be applicable to cases where it is found that Landlord and/or the City of New Orleans is solely at fault.

(b) With respect to Hazardous Substances and violations or alleged violations of Environmental Law, as defined below, Tenant and Landlord acknowledge and agree that the Covered Subjects of Tenant's obligation of Indemnity under Section (a) above shall include the following:

i. the presence or absence of any Hazardous Substance in, on, under or about the Vessel or the Leased Premises, or the possibility thereof or any issue or question relating thereto, to the extent arising after the Lease Commencement Date, provided such Hazardous Substance did not migrate in, on or under the Leased Premises from another source; and

ii. any violation or alleged violation of any Environmental Law with respect to the Vessel or the Leased Premises, or any issue or question arising thereunder, to the extent arising after the Lease Commencement Date, provided such violation or alleged violation did not result from Hazardous Substances migrating in, on or under the Leased Premises from another source.

Tenant acknowledges and agrees that Loss as defined under Section (a) includes but is not limited to any investigation and assessment costs, remediation or abatement or clean-up costs, and penalties or fines or similar charges that may be incurred or arise under any Environmental Law or may otherwise relate to Hazardous Substances in, on, under or about the Vessel or the Leased Premises.

(c) Choice of counsel to defend an Indemnified Person shall be subject to the prior reasonable approval of such Indemnified Person.

(d) Tenant hereby assumes all risk of damage, loss, destruction or deterioration of or to the Vessel, the Leased Premises and/or any other vessel moored in the Leased Premises and of injury, death or property damage suffered by Tenant, any invitees, guests or employees of Tenant and any other persons in or about the Vessel or the Leased Premises, regardless of the cause, and Tenant hereby releases and waives all claims in respect thereof against any Indemnified Persons. This release and waiver shall be applicable in cases where the joint and concurrent negligence of Tenant and Landlord or the City of New Orleans is found to have caused the damage or loss but it shall not be applicable to cases where it is found that Landlord and/or the City of New Orleans is solely at fault.

(e) This Section 14 is intended to express an assumption of responsibility on the part of Tenant for the Leased Premises pursuant to La. R.S. 9:3221.

(f) For purposes of this Section 14, "Hazardous Substance" shall mean each and every chemical, chemical mixture, compound, element, material, solution, gas, effluent, emission, or

other substance which is now or hereafter defined as, determined to be, identified as, designated as, or included in the definition of a "contaminant", "hazardous" substance, a "pollutant", "restricted", "waste", "toxic", a "health hazard", "corrosive", "infectious", an "irritant", "mutagenic", "radioactive", a "toxicant", "combustible", "explosive", "flammable", "dangerous", or words of similar import, under any Environmental Law, or which is otherwise governed by or subject to any Environmental Law. For example without limitation the foregoing Hazardous Substances shall include: mold and materials containing mold, acids, ammonia compounds and other chemicals or chemical products, asbestos (in any form or in any substance), DDT, flammable explosives, formaldehyde, lead, lead cyanide, paints, PCB's and similar compounds, pesticides, polychlorinated biphenyls, printing inks, radioactive materials, radon gas, solvents, transformers or other equipment that contain dielectric fluid containing levels of polychlorinated biphenyls, urea formaldehyde foam insulation, petroleum, petroleum products and by-products, natural gas, natural gas liquid, liquefied natural gas, synthetic oil and synthetic gas useable for fuel. "Environmental Law" shall mean any law, now or hereafter in effect, regulating, governing, concerning or relating to (1) the prevention, limitation, regulation, control or prohibition of pollution or contamination of the environment (including without limitation ambient air, surface water, ground water, wetlands, surface or subsurface strata, wildlife, aquatic species and vegetation) or (2) the protection, preservation and/or maintenance of human health, the environment, natural resources, and/or the public welfare, including without limitation laws relating to emissions, discharges, disposal, releases or threatened releases of materials or substances, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of hazardous materials or substances.

15. ADDITIONAL SPECIFIC LIMITATIONS:

(a) Tenant acknowledges that the Municipal Yacht Harbor is in close proximity to Lake Pontchartrain and that storms and storm surge are reasonably anticipated. Tenant hereby releases and agrees to hold Landlord harmless with respect to any personal injury or death and any damage to property, including any property of Tenant, specifically including without limitation the Vessel, as a result, in whole or in part, of force majeure, an Act of God, a tropical storm, a flood, a hurricane, a storm, storm surge, rising water or any other natural phenomenon.

(b) In the event that the Vessel or any other vessel in the Leased Premises is taking on water and/or is in danger of sinking and Tenant cannot be contacted, Landlord may, but is under no obligation to, pump out said boat/vessel and contact Tenant, advising of this remedial action. Any need for pumping out the boat/vessel will result in the imposition of charges incurred by the Landlord for all costs incurred upon Tenant. Upon submission of invoice by Landlord for charges and costs incurred as specified in this paragraph, Tenant agrees to pay all costs associated with this action without any further notice or discussion. Failure to pay such cost upon demand shall constitute a Default on the part of Tenant. Tenant agrees to hold Landlord harmless, defend and indemnify Landlord from any damages, which may occur as a result of any action taken by Landlord under this paragraph.

(c) In case of a perceived emergency or threat to public safety, Landlord, its agents or assigns, are authorized to do whatever is reasonable, necessary and as Landlord deems appropriate. These acts include but are not limited to the following: boarding the Vessel, moving the Vessel or taking any other action, without liability for damages or loss of any kind. Tenant agrees to pay all costs associated with any activity performed by the Landlord during a perceived

emergency that benefits Tenant or is necessitated by Tenant's actions. In order to minimize the cost associated with emergency action taken by the Landlord during extreme circumstances, Tenant agrees to keep and maintain on the Vessel, and in good and working condition, dock lines of proper size and type and an automatic bilge pump. Tenant agrees that the rights of Landlord under this paragraph shall remain in effect in the aftermath of any event causing a threat to public safety, including a hurricane or other natural catastrophe, and that Landlord may in its sole discretion salvage or cause the salvage of damaged vessels, and take any other action deemed advisable by Landlord in the interest of public safety and of the Landlord. Tenant agrees that Landlord shall not be responsible for any property or other damage resulting from any action taken by Landlord under this paragraph, except for the consequences of gross negligence.

(d) Tenant hereby agrees to the exercise by Landlord and its agents and employees, in their sole discretion, of such measures as Landlord deems necessary for the Municipal Yacht Harbor in case of hurricanes or other storms, rainfall events, windstorm events, other weather events, or any other events or circumstances presenting a serious danger to health, safety, persons and/or property. Without limiting the generality of the foregoing, Tenant acknowledges and agrees that Landlord may close the Municipal Yacht Harbor, in whole or in part, under any of the circumstances described above, or may implement, without prior notice, any emergency rules, measures or procedures that Landlord may deem appropriate, in its sole discretion.

(e) If, in the sole discretion of Landlord, the Vessel becomes sunken or waterlogged, Tenant, within five (5) days after notice is sent by Landlord to Tenant, or within two days after the occurrence if the Vessel is blocking the marina waterway or access to any slip, shall immediately have the Vessel raised and put back into proper operating condition and not vulnerable to sinking or becoming waterlogged again (such actions collectively hereinafter "Raised and Secured" or "Raise and Secure") at Tenant's expense. If Tenant fails to timely Raise and Secure the Vessel, Tenant agrees that Landlord may (at its option, Landlord having no obligation to do so) retain others to Raise and Secure the Vessel and charge Tenant for all costs associated therewith. If Tenant fails to either timely Raise and Secure the Vessel and/or pay Landlord's charge for doing so within fifteen (15) days of Landlord sending notice that such payment is due, then Landlord may terminate this Agreement without prior notice to Tenant or affording any opportunity to remedy or cure.

(f) Tenant shall notify Landlord if the Vessel will be away from the Leased Premises for three (3) days or more. Landlord reserves the right to use the Leased Premises for a visiting craft if Tenant has notified Landlord that Tenant's Vessel will be away from the Leased Premises for three (3) days or more. Landlord also reserves the right to charge the visiting craft a stipulated rent for the temporary use of the Leased Premises, and Tenant shall not have a claim to the visitor's rent.

16. DEFAULT:

(a) The occurrence of any of the following shall constitute a "Default" by Tenant:

i. Failure to pay Rent or any other sum of money when due under this Agreement, provided, however, the Landlord may not exercise any of its remedies on account of such Default without first affording Tenant notice thereof and a period of fifteen (15) days after such notice within which to cure such Default.

ii. Violation of or failure to perform any other obligation under this Agreement; provided, however, that Landlord may not exercise any of its remedies on account of such Default without first affording Tenant notice thereof and a period of thirty (30) days after such notice within which to cure such Default unless otherwise provided herein. If the Default cannot be reasonably cured within thirty (30) days, Landlord shall not exercise any of its remedies on account thereof if Tenant commences to cure the Default within the first ten (10) days of such thirty (30) day period and diligently and in good faith continues to cure the Default thereafter, up to a maximum period of time of sixty (60) days after such notice.

iii. If Tenant is voluntarily adjudicated a bankrupt or applies for or takes the benefit of any bankruptcy or insolvency act or any statutory provisions now or hereafter enacted for the relief of debtors, or makes a general assignment for the benefit of creditors, or files a petition for reorganization, or applies for the appointment of a receiver or trustee of its property, or dissolves or liquidates or commences an action or proceeding for dissolution or liquidation.

iv. If any action or proceeding shall be instituted against Tenant seeking its adjudication as a bankrupt or seeking its reorganization or seeking the appointment of a receiver or trustee of its property or otherwise seeking respite or other creditors' relief or the issuance of an attachment against the property of Tenant or any part thereof or the taking of any property of Tenant in connection with the dissolution or liquidation of Tenant, if such action or proceedings shall not be vacated or set aside or dismissed within sixty (60) days.

(b) Landlord shall have the following remedies in the event of a Default by Tenant. These remedies are not exclusive; they are cumulative and in addition to any right or remedies now or later allowed by law:

- i. terminate this Agreement, in which event Tenant shall immediately surrender the Leased Premises to Landlord;
- ii. enter upon and take possession and expel or remove Tenant, the Vessel and any other person or vessel that might be occupying the Leased Premises or any part thereof, by force if necessary, without being liable for prosecution or any claim of damages for such entrance and expulsion or removal;
- iii. recover the amount of all loss and damage which Landlord might suffer, whether through inability to relet the Leased Premises on satisfactory terms, costs associated with such reletting, or otherwise;
- iv. relet the Leased Premises on such terms as Landlord deems advisable, and receive the rent for the reletting, and Tenant agrees to pay Landlord on demand any deficiency that may arise by reason of such reletting;

- v. recover in a lump sum the differential between the rent to be received by Landlord over the entire unexpired Term and the rent that Landlord can reasonably be expected to receive through reasonable efforts at re-letting the Leased Premises over the entire Term, such lump sum to be reduced to present value at a capitalization rate comparable to that which would be utilized in the marketplace in New Orleans for the lease of a boat slip comparable to the Leased Premises and such calculation shall further take into consideration (and compensate Landlord for) reasonable expenses of reletting that Landlord would be likely to incur over the unexpired Term; and/or
- vi. proceed one or more times for and thereby receive past due payments of rent, without prejudicing Landlord's right to proceed later for and to receive thereby remaining payments or to exercise any other remedy.

(c) No reentry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Agreement, unless a written notice of such intention is given to Tenant. Notwithstanding any such reletting or reentry or taking possession, Landlord may at any time thereafter elect to terminate this Agreement for a previous Default. The loss or damage that Landlord may suffer by reason of termination of this Agreement, or the deficiency from any reletting as provided for hereinabove, shall include Landlord's expense of repossession.

(d) The statutory lien in favor of Landlord under La. C.C. art. 2707 is hereby confirmed, as is any applicable maritime lien on the Vessel for dockage or other services or goods.

(e) In addition to and not in derogation or limitation of any other rights or remedies available to Landlord, if Tenant should fail to perform any obligation (whether monetary or non-monetary) under this Agreement fully and punctually on the due date, then Landlord, upon prior notice to Tenant in accordance with this Agreement, may perform such obligation, and the cost to Landlord thereof shall be owed by Tenant to Landlord as additional Rent, and subject to all other provisions hereof with respect to the payment of Rent, provided that only such additional Rent shall not be due until ten (10) days after Landlord has provided Tenant with written notice of the amount so due and the reason that Landlord incurred such expense.

(f) In addition to the other remedies provided in this Agreement, Landlord shall be entitled, to the extent permitted by law, to injunctive relief in case of the violation or attempted or threatened violation, of any of the provisions of this Agreement, or to a decree compelling performance of any other provisions of this Agreement, or to any other remedy allowed at law or in equity.

(g) In addition to the remedies provided above, Tenant acknowledges and agrees that Landlord shall have the following additional specific rights and remedies in the event of a Default by Tenant:

- i. Landlord may, in accordance with applicable law, (1) remove the Vessel, retake possession of the Leased Premises and store or re-dock the Vessel at any location (including in a guest slip within the Municipal Yacht Harbor) in any commercially reasonable manner or (2) lock the Vessel in place at the Leased Premises, all at the expense and on the account of the Tenant, and Tenant agrees to hold harmless, indemnify

and defend Landlord, the City of New Orleans, the Constable of the City of New Orleans, the towing company employed by any of them and the employees of that towing company with respect to any damage to the Vessel occasioned during the process of locking the Vessel in place, removing the Vessel from the Slip, towing the Vessel and/or mooring the Vessel at the alternative location and with respect to any damage to the Vessel after it is locked in place or moved to an alternative location, regardless of the cause, including without limitation, any damage occasioned by the nature of the storage location and/or the manner in which the Vessel is secured or moved.

ii. A marina owner (Landlord in this instance) has a privilege on property (the Vessel or Replacement Vessel in this instance) stored at that marina for rent, labor or other charges and for expenses reasonably incurred in the sale of that property under the provisions of La. R.S. 9:4782. Tenant acknowledges that this Agreement provides notice of this privilege under La. RS. 9:4783. Upon Tenant's Default under this Agreement for a period of more than one hundred eighty (180) days, Landlord will enforce its privilege by selling the Vessel or Replacement Vessel at a commercially reasonable public sale for cash after providing notice and advertisement as required under La. R.S. 9:4784. The proceeds of the sale will be applied as provided under La. R.S. 9:4784, and if the proceeds of the sale are not sufficient to satisfy Tenant's outstanding obligations to Landlord or any lienholder of record, Tenant shall remain liable for the deficiency.

iii. Pursuant to La. R.S. § 9:4784, Landlord may deny Tenant access to the Municipal Yacht Harbor after providing notice as required under that statute. In that case, Tenant shall still be entitled to access the Municipal Yacht Harbor during normal business hours for the purpose of satisfying the above privilege or viewing and verifying the condition of the Vessel.

(h) If Landlord engages the services of an attorney to enforce any of its rights or remedies under this Agreement, and is successful in doing so, Tenant shall reimburse Landlord the amount of all costs and fees incurred by Landlord in connection therewith, including those fees of any attorney, engineer, expert or other professional engaged by Landlord in connection therewith, within ten (10) days after written demand therefor.

(i) With respect to all rights and remedies that may be exercised by Landlord on account of a Default by Tenant, Tenant hereby waives and relinquishes, to the fullest extent permitted by law, any and all notices or rights to notices to which Tenant might otherwise be entitled, including but not limited to any notice to vacate the Leased Premises.

17. REMOVAL OF VESSEL UPON TERMINATION OF AGREEMENT: Should this Agreement be terminated for any reason and in addition to any and all other remedies available to Landlord, Tenant agrees to remove the Vessel or Replacement Vessel within twenty-four (24) hours of such termination and, failing to do so, Tenant shall become obligated to pay Rent at 200% of the Rent stated herein prorated for each day the Vessel or Replacement Vessel remains in the Leased Premises.

18. LEASE TERMINATION BY TENANT: Tenant shall have the right and option to terminate this Agreement upon giving thirty (30) days' notice in writing, delivered pursuant to the notice provision herein.

19. NOTICES: Any notice, demand, request, consent, approval or other communications required or permitted to be given pursuant to this Agreement to either party by the other party shall be in writing and shall be hand-delivered or sent by any nationally recognized overnight commercial carrier or registered or certified mail with return receipt or proof of delivery, postage or costs prepaid, addressed to the party to be notified at the following address:

If to the Landlord, then to all of the following:

Executive Director
New Orleans Municipal Yacht Harbor Management Corporation
401 North Roadway
New Orleans, LA 70124

Director of Property Management
City of New Orleans
1300 Perdido St., Suite 5W08
New Orleans, LA 70112

&

City Attorney
City of New Orleans
1300 Perdido St., Suite 5E03
New Orleans, LA 70112

If to the Tenant, then to the following:

Copy to:

Notices given as provided above shall be deemed given (i) upon delivery, if hand-delivered, (ii) upon the date shown on the return receipt, if sent by registered or certified mail, (iii) upon the date of delivery by overnight carrier, or (iv) in the event of any attempted but unsuccessful delivery by overnight courier on a business day between 9:00 am and 5:00 pm local time at the designated address, then on the date of such attempted but unsuccessful delivery. The address to which notices are to be given to either party may be changed from time to time by a party by providing written notice to the other party of the new address.

20. RELOCATION: Nothing in this Agreement shall be construed as granting to the Tenant a right to a specific slip. All slips shall be allocated and designated by the Landlord, in its sole discretion, as it deems appropriate. Landlord may relocate Tenant's Vessel to a new slip at any time during the Term as circumstances may require in Landlord's sole discretion and upon forty-eight (48) hours' prior written notice to Tenant. Should Tenant wish to change slips, Tenant shall make the request in writing to Landlord, and Landlord may authorize or reject the request in its sole discretion. If Landlord authorizes a slip change, Tenant shall pay Landlord a fee of one hundred dollars and 0/100 (\$100.00) for processing the change.

21. UTILITIES: Access to utilities is described in Section 5 above. Any electrical, telephone, cable television cord or appurtenances to be attached to a pier, finger pier, or bulkhead, must be approved by Landlord in its sole discretion for type of cord, location and method of attachment. Cords may not be affixed or secured to docks, nor allowed to cross walkways.

22. LIMITATION OF LIABILITY AND EXCULPATION:

(a) Notwithstanding any provision of this Agreement to the contrary, Tenant agrees that it shall look only to the Leased Premises and the Municipal Yacht Harbor (which includes all of Landlord's equity or interest therein) in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Agreement or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord. Tenant shall not look to the property or assets of any of the officers, directors, shareholders, partners, members, other principals, employees, agents, or legal representatives of Landlord or the City of New Orleans in seeking to enforce any obligations or liabilities whatsoever of Landlord under this Agreement or to satisfy a judgment (or any other charge, directive or order) of any kind against Landlord, and in no event shall any deficiency judgment be sought or obtained against Landlord. No person who is an officer, director, shareholder, partner, member, other principal, employee, agent, or legal representative of Landlord or the City of New Orleans shall be personally liable for any obligations or liabilities of Landlord under this Agreement.

(b) Notwithstanding the generality of anything provided elsewhere in this Agreement, in no event shall Landlord be liable for consequential damages on account of any matter under or in connection with this Agreement.

(c) Exculpation. Landlord will have absolutely no personal liability with respect to any provision of this Agreement or any obligation or liability arising from this Agreement or in connection with this Agreement in the event of a breach or default by Landlord of any of its obligations. Tenant will look solely to Landlord's interest in the Leased Premises and the Municipal Yacht Harbor at the time of the breach or default for the satisfaction of any remedies of Tenant. Such exculpation of liability will be absolute and without any exception whatsoever.

23. MISCELLANEOUS:

(a) Interpretation. Each party has assisted in the preparation of this Agreement and has had the opportunity to make changes to the language used in this Agreement. As such, in interpreting the meaning of any language contained in this Agreement, the rule of construction

that ambiguous language shall be construed against the party drafting the document shall not apply.

(b) Entire Agreement. This Agreement constitutes the full and complete understanding and entire agreement of the parties and supersedes any and all other agreements, oral or written, with respect to the subject matter contained herein.

(c) Modification. No provision of this Agreement may be modified, amended or waived except by the execution of a written document signed by each party.

(d) Construction. Whenever the singular number is used in this Agreement and when required by the context, the same shall include the plural, and vice versa. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter genders, as the identity of the parties and context may require. The word "person" or "party" shall include a natural person, corporation, firm, partnership, proprietorship or other form of association.

(e) Captions. The captions and subject headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction to be given any of the provisions of this Agreement. The captions and subject headings are in no way intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision of this Agreement.

(f) Waivers. The failure of any party to seek redress for violation of or to insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.

(g) Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be held invalid, illegal or unenforceable to any extent by a court of competent jurisdiction, such determination shall not affect the enforceability of the remaining terms and provisions of this Agreement. In such event, this Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable terms were limited to the extent whereby such terms would be valid, legal and enforceable. If such limitation is not possible, this Agreement shall be construed and interpreted as if such invalid, illegal or unenforceable terms were severed and not included in this Agreement.

(h) Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements contained in this Agreement and in any other documents executed in connection with the Agreement, shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may also be executed and delivered by facsimile or electronic delivery of a .pdf file, which shall constitute an original for all purposes.

(k) Application of Louisiana Law. This Agreement shall be governed by and construed pursuant to the laws of the State of Louisiana applicable to contracts made and to be performed

in the State of Louisiana without giving effect to the principles of conflict of laws of the State of Louisiana.

(l) Landlord's Retained Rights. All rights, privileges and authorities not specifically denied to Landlord under this Agreement are hereby specifically retained and reserved by Landlord. Without limiting the generality of the foregoing, Landlord hereby specifically reserves the right to make any additions, alterations, remodeling, demolition or other changes to the Municipal Yacht Harbor and/or the Leased Premises, and Landlord hereby specifically reserves the right to place signs of any nature, content, size and/or design, whether temporary or permanent, upon any part of the Municipal Yacht Harbor.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Agreement to be executed on the date identified above.

INDIVIDUAL TENANT:

Print Name: _____

Date: _____

or

LEGAL ENTITY TENANT:

[Name of Company]

By: _____

Print Name: _____

Its: Authorized Representative

Date: _____

[Provide Corporate Resolution or LLC Certificate or Partnership Agreement]

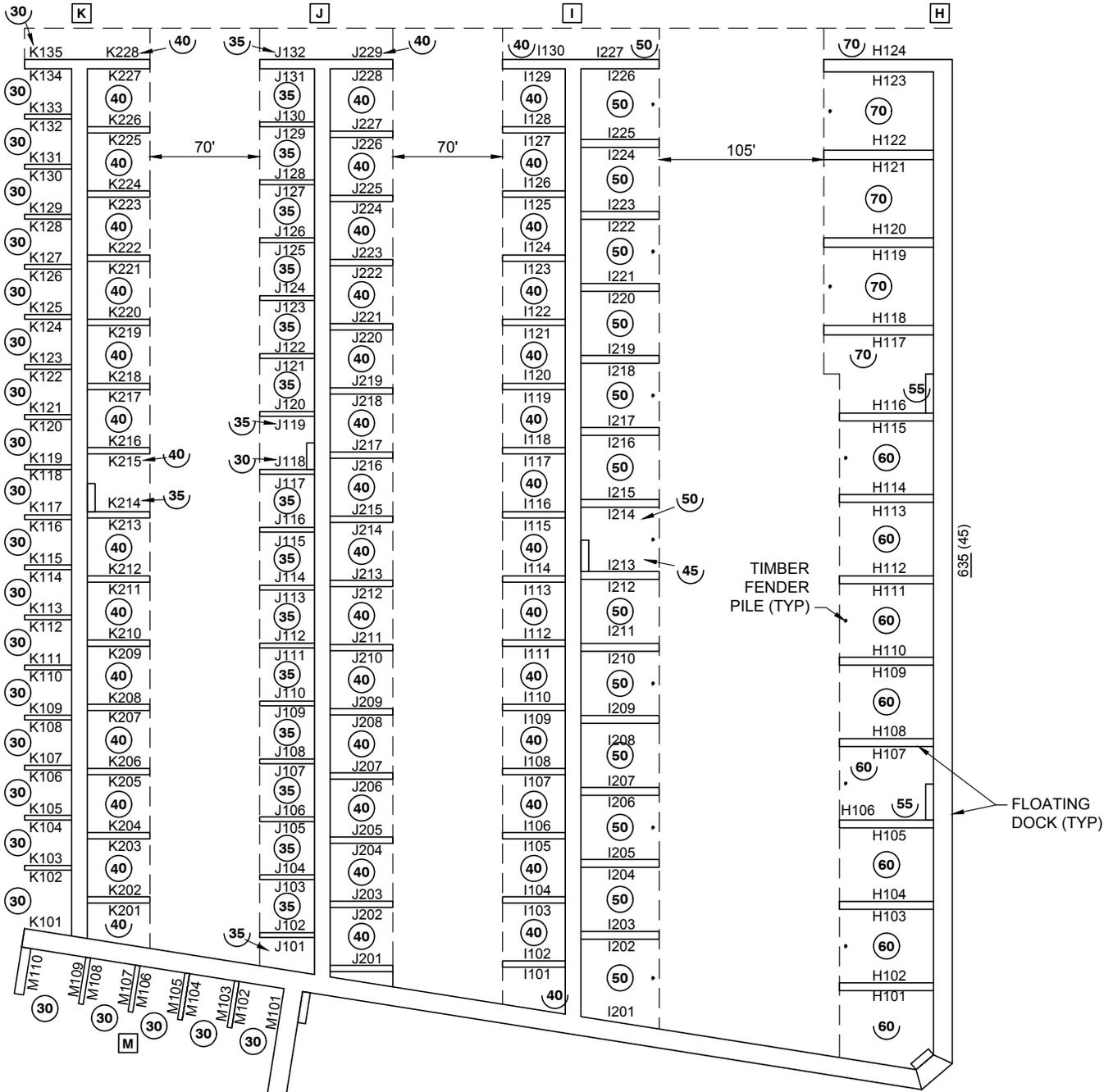
**NEW ORLEANS MUNICIPAL YACHT HARBOR
MANAGEMENT CORPORATION**

By: _____

_____,
President or Executive Director

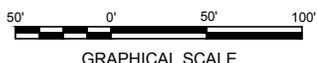
Date: _____

**NEW ORLEANS MUNICIPAL YACHT HARBOR
NEW ORLEANS, LA**



LEGEND

- 50 DOUBLE SLIP + SIZE
- 40 SINGLE SLIP + SIZE
- 200 SIDE-TIE LINEAR FEET
- A DOCK DESIGNATION
- LIMITS OF SLIP



**EXHIBIT A
EAST SIDE DIAGRAM**



File: Q:\BR\9523 - MYH\500_CADD\cadd\Active_Marina Diagram2019\952300-ExhibitA-East; Plotted: 11/20/2020 11:22 AM by SMITH, ANTHONY R.; Saved: 11/20/2020 11:21 AM by ARSMITH

EXHIBIT B

GUARANTORS

A copy of the Guarantor Information Page immediately following this page must be filled out and attached to this Slip Lease Agreement for each Guarantor.

Check One:

There are no Guarantors.

There are _____ Guarantors, identified as follows:

If there are Guarantors, a Guarantor Information Page must be filled out for each Guarantor.

Guarantor has read all of the provisions of the Slip Lease Agreement and agrees to all of them including without limitation Section 5(e).

Initials of Tenant: _____

GUARANTOR INFORMATION PAGE

For the Guarantor identified as _____

Check one:

Individual

Print Name: _____

Mailing Address (not a post office box):

E-Mail Address: _____

Telephone Contact Number: _____

Legal Entity

Print Name of Entity: _____

Name of Individual Authorized to Represent Guarantor:

Mailing Address (not a post office box):

E-Mail Address: _____

Telephone Contact Number: _____

The Guarantor signing below hereby agrees and certifies that Guarantor has read and understands the Slip Lease Agreement to which this Guarantor Information Page is attached, and agrees and consents to all of the terms and provisions thereof, including without limitation Section 5(e) of the Slip Lease Agreement. This Guarantor Information Page shall be considered part of the Slip Lease Agreement to which it is annexed. **Guarantors and Tenant shall be liable in solido for all obligations of Tenant under the Slip Lease Agreement.**

Signature of Guarantor:

INDIVIDUAL GUARANTOR:

Print Name: _____

Date: _____

or

GUARANTOR INFORMATION PAGE

For the Guarantor identified as _____

Check one:

Individual

Print Name: _____

Mailing Address (not a post office box):

E-Mail Address: _____

Telephone Contact Number: _____

Legal Entity

Print Name of Entity: _____

Name of Individual Authorized to Represent Guarantor:

Mailing Address (not a post office box):

E-Mail Address: _____

Telephone Contact Number: _____

The Guarantor signing below hereby agrees and certifies that Guarantor has read and understands the Slip Lease Agreement to which this Guarantor Information Page is attached, and agrees and consents to all of the terms and provisions thereof, including without limitation Section 5(e) of the Slip Lease Agreement. This Guarantor Information Page shall be considered part of the Slip Lease Agreement to which it is annexed. **Guarantors and Tenant shall be liable in solido for all obligations of Tenant under the Slip Lease Agreement.**

Signature of Guarantor:

INDIVIDUAL GUARANTOR:

Print Name: _____

Date: _____

or

EXHIBIT C

LIVE ABOARD PROVISIONS

Tenant shall not use or permit the Leased Premises or the Vessel to be used as a residence or for overnight occupancy for more than fifteen (15) nights in a calendar month (a "Live Aboard") without the prior written consent of Landlord, in Landlord's sole discretion. If Landlord approves a Live Aboard, the following additional requirements apply:

- i. All requests to accommodate Live Aboards shall be provided in writing to Landlord along with the name(s) of the individual(s) wishing to live aboard the Vessel and the period of time that the individual(s) will reside in the Vessel. Only Individual Tenants or Guarantors are authorized to live aboard their Vessel.
- ii. A live aboard fee of 15% of the Rent shall be charged when an individual uses the Leased Premises or the Vessel as a Live Aboard. The 15% fee is in addition to the Rent, due along with the Rent and paid in the same manner as the Rent.
- iii. The Leased Premises' utilities are not separately metered. If Tenant is connected to the harbor's electrical system, Tenant will be charged a pro rata share of all of Landlord's electrical costs on a quarterly basis based on slip length and status (e.g. "Live Aboard", "Commercial", etc.). For example, Live Aboards will be charged twice the pro rata share of Landlord's electrical costs compared to non-Live Aboards of the same slip length. Tenants moving in for a portion of a quarter will be charged based on a proration of the charges for a similar slip; Tenants vacating during a quarter will be charged based on a proration of their actual charges in the previous period. These charges are in addition to the Rent and the 15% live aboard fee and due along with the Rent and paid in the same manner as the Rent.
- iv. All Live Aboard Vessels shall be a minimum of 35 feet long hull length, exclusive of any bowsprits or extensions, and have a holding tank(s) or a marine sanitation device(s) in compliance with marine regulations and policies.
- v. Tenant shall pump out the onboard holding tank at least twice per calendar month and more frequently if required to maintain sanitary, odor free condition.
- vi. Only vessels that are correctly outfitted as determined in accordance with the U. S. Coast Guard regulations may be occupied in a year-round live aboard status.
- vii. Persons living aboard agree to accept existing facilities as they are when they originally register as live aboards.
- viii. Municipal Yacht Harbor does not provide mail facilities. Persons living aboard shall arrange for alternative accommodations to receive mail.
- ix. Landlord reserves the right to disqualify any vessel for live aboard status if, in the Landlord's judgment, the vessel provides unsuitable habitation for the intended users. The Live Aboard authorization may be revoked at any time by Landlord for any reason including Rent delinquency and violations of Landlord's rules and regulations and or local, state and federal laws/regulations.

The name, address and phone number of each individual living aboard the Vessel are listed below.

Print Name: _____

Date: _____

EXHIBIT D

HARBOR RULES AND REGULATIONS

EXHIBIT "C"

Municipal Yacht Harbor

2026 Boat Slip Lease Rates in Municipal Yacht Harbor

Slip Size (ft)	2026 Slip Rates
30	\$560.27
35	\$651.48
40	\$977.22
45	\$1,074.93
50	\$1,205.23
55	\$1,335.52
60	\$1,433.25
65	\$1,693.84
70	\$1,824.13
80	\$1,954.43
90	\$2,182.44
100	\$2,410.46

Water and a dock box are included in the Boat Slip Lease Rental Rate.

Electricity is not included in the Boat Slip Rental Rate.

Name Bryan Whited 504.283.2507
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: The attached Ordinance Authorizes Market Boat Slip Lease Rates
for Annual Boat Slip Leases in the Municipal Yacht Harbor as noted on Exhibit "C" to Start January 1
2026

- 1. [Signature]
Department Head
- 2. [Signature]
Department of Law
- 3. [Signature]
Chief Administrative Officer
- 4. [Signature]
Director of Council Relations
- 5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____
Absent: _____

AMENDMENTS:

FINAL ADOPTION:

_____ MOVED: _____
 _____ 2ND: _____
 _____ YEAS: _____
 _____ NAYS: _____
 _____ ABSENT: _____
 _____ RECUSED: _____

7. _____
Reviewed by the Chief Administrative Officer after adoption by the City Council and prior to the Mayor's signature.



LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: _____

Name of Contact Person: _____

Telephone Number: _____

Email Address: _____

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

If this section is not applicable, please check this box.

The parties involved:

The obligations, expectations, and deliverables of the parties involved:

Any fiscal implications for the City with the contract:

The public purpose and need for the contract:

The duration of the contract:



LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

If this section is not applicable, please check this box.

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: _____

Reference: Council Rule 41 & City Code Section 2-813