

**STATE OF LOUISIANA
PARISH OF ORLEANS**

Date: _____/_____/_____

Name: _____

Marina: _____

Pier: _____ **Slip:** _____

Account Number: _____

**LEASE OF BOAT SLIP IN THE ORLEANS
MARINA OR SOUTH SHORE HARBOR MARINA
BY THE LAKEFRONT MANAGEMENT
AUTHORITY**

This Lease Agreement is made on the date specified above (the "Effective Date"), by and between the **Lakefront Management Authority** hereinafter sometimes referred to as "LESSOR," appearing herein through, its duly authorized Executive Director, Louis J. Capo, CFE, CIA, and the above identified individual, or entity appearing through its duly authorized officer or manager, as set forth in the Acknowledgment attached hereto, hereinafter sometimes referred to as "LESSEE." LESSOR leases to LESSEE the Slip identified above "Leased Premises" in the Marina under the following terms and conditions.

1. TERM

This Lease is for a term of (1) year from the Effective Date of ___/___/_____. **And, will be renewed annually on the 1st of July.**

2. RIGHT TO ANNUAL RENEWAL

LESSOR grants to LESSEE the right to renew this Lease annually subject to the following specified renewal conditions and rights of LESSOR. LESSEE may only renew this Lease for additional one-year terms if LESSEE has fully complied with all the obligations of LESSEE under this Lease during the previous annual term of this Lease.

Notwithstanding LESSEE's right to renew this Lease on an annual basis, LESSEE agrees that LESSOR may each year change, revise, amend and/or add additional terms and conditions to this Lease, including but not limited to increasing the annual rental and other charges imposed and changing the insurance requirements under this Lease. All changes, revisions, or amendments shall be provided to existing tenants not less than 90 days prior to implementation and said changes shall take effect July 1 of the calendar year in which the changes are proposed.

LESSOR shall give LESSEE written notice more than 30 days prior to the expiration of the annual term of this Lease, if LESSOR elects not to renew this lease because of LESSEE's failure to comply with all of the terms and conditions of this Lease during the previous annual term. LESSEE agrees to give

LESSOR written notice more than 30 days prior to the expiration of the annual term of this Lease if LESSEE elects not to renew this Lease.

3. RENTAL RATE AND PAYMENT

LESSEE covenants and agrees to pay LESSOR an annual rental commensurate with the rate schedule as published in Attachment I for the leased boat slip size. The published schedule shall include a 10% surcharge fee to be assessed as follows: (1) the annual 10% surcharge fee shall only be used for capital improvements and major maintenance at the Marina; (2) recognizing that capital improvements and major maintenance may require either a longer period of time or in excess of the amount collected in any single year, if the full amount of the 10% surcharge fee is not expended on capital improvements and major maintenance during this lease, the balance of unused funds shall roll over to the next year. The rental is due and payable in advance in equal quarterly installments, which installment payments are due and payable on July 1, October 1, January 1, and April 1, of the Fiscal Year. The rental is due and payable on the dates mentioned above without any notice or invoice from the LESSOR. Notwithstanding the foregoing quarterly payment schedule, Lessee may pay the full year rent at any time during the term of this lease.

In the event that an invoice is sent to the LESSEE, it will be as a notice of late payment, as a courtesy, or a purely discretionary act of the LESSOR, and shall not be considered a condition for the prompt payment of quarterly rental installments.

All rental payments may only be paid by Credit Card, Debit Card, Check, or Money Order. LESSEE shall be responsible to keep on file with LESSOR current information on the bank, means of electronic transfer, or credit card account information for payment of rent via automatic draft. If LESSOR's quarterly request for payment is rejected for any reason by any bank or credit card company, LESSEE shall be responsible to pay a fee of \$50.00 in addition to the quarterly rental payment.

All rentals must be paid on the date that it first becomes due and no later than the fifth (5th) day of the month, which begins the quarter when the rental is due. Rental payments not received by the fifth (5th) day of the month as specified above will be considered delinquent and shall be subject to a \$50 fee. The failure of LESSEE to pay rent within ten (10) days of the due date or to pay those costs or charges indicated elsewhere in this Lease by reference to this paragraph shall, ipso facto, entitle LESSOR, without demand or putting in default, to terminate and cancel this Lease and recover any rent due or to seek any other remedy in the event of default as provided under the provisions of Paragraph 13.

4. SECURITY DEPOSIT

LESSOR may require LESSEE to pay a security deposit in the amount of one quarterly rental payment (the "Security Deposit"). No interest will accrue on the Security Deposit, and LESSOR will not be required to keep the Security Deposit in a separate account. If LESSEE fails to perform any of its obligations under this Lease, LESSOR may use, apply, or retain all or any portion of the Security Deposit to perform the obligation or to compensate LESSOR for any loss caused by the default. If LESSOR uses, applies, or retains any of the Security Deposit as permitted in this Section, then LESSEE will immediately deliver to LESSOR the amount necessary to restore the Security Deposit to its original amount. On the termination of this Lease, and if LESSEE has complied with all its obligations, LESSOR will return the remainder of the Security Deposit to LESSEE.

5. BOAT SALES OF LEASED TENANTS

Boats offered for sale within the Marina area must be registered with the Marina. Those vessel Owners choosing not to list with the Marina or an affiliate as broker of record are prohibited from displaying signage promoting the sale of the boat by brokers other than the Marina or its affiliate. Solicitation of customers is also prohibited within the Marina area. Owners choosing not to list with a broker may advertise the sale of their own vessel by an appropriate sign and in print or other media not located within the Marina area. Prospective buyers responding to Owner promotion and seeking access to the boat must be accompanied personally by Owner or owner's agent. Unless prior written approval is granted by the Marina, agents, brokers, and the like are prohibited from operating within the Marina area. The rules set forth in this section apply to the promotion and sale of boats, additions, and accessories and include merchandise and or services.

Upon sale or disposition of the vessel for which a slip Lease Agreement was obtained, LESSEE must notify the Marina Office. Said vessel shall be removed from the slip within **10 days** from the date sold. The LESSEE of the slip shall be responsible for ensuring the vessel sold is removed from his/her slip within the **10 days** allotted. From date of sale, LESSEE may retain his/her lease for ninety (90) days, pending the acquisition of another vessel. The LESSOR retains the right to authorize a onetime ninety (90) day extension. The LESSEE is required to provide a notarized Bill of Sale. To exercise this option, the LESSEE must notify the **MARINA OFFICE** of his/her intention to do so within **30 days of the sale or disposition**. Retention of the Lease Agreement will require said LESSEE to make his/her regular slip fee payments. The Harbor Master has the right to make use of the slip for visitors or transients during this transition. If the LESSEE acquires another vessel within this ninety (90) day period, the LESSEE shall, on or before his/her next rent payment is due, execute a Tenant Information Form, at which time all new registration or documentation regarding ownership of the new vessel is required.

6. SLIP TRANSFERS

Use of an assigned slip is personal to the LESSEE. Persons buying the LESSEE's vessel, or any interest thereof, will not acquire any rights to the slip. To obtain moorage within the Marina, the LESSEE must request a Slip Transfer, the purchaser must apply for Slip Lease, and Slip Transfer must be approved by LESSOR. If LESSOR approves a Slip Transfer, LESSEE shall be responsible to pay a transfer fee equal to one (1) quarterly rental payment due under this Lease.

7. SUBLEASE AND ASSIGNMENT

LESSEE may not sublease or assign any portion of the rights, privileges, or obligations of this Lease without the written consent of LESSOR. If LESSOR approves a sublease, or assignment, LESSEE shall be responsible to pay a fee Equal to one (1) quarterly rental payment due under this Lease.

8. LESSEE IMPROVEMENTS

LESSEE shall not make any additions or alterations whatsoever to the premises without written permission of the LESSOR. All additions, alterations, or improvements made by LESSEE, no matter how attached, shall remain the property of LESSOR. LESSEE expressly waives all rights to compensation for any such improvements; however, LESSOR, at its option, may refuse such improvements and require the premises to be placed in its original condition. LESSEE shall not place any items on piers or catwalks, which are considered safety or trip hazard by LESSOR.

9. LIVE ABOARD POLICY

No LESSEE, its agents, owner or assigns, shall use or permit the leased premises to be used directly or indirectly in any trade or business. Proof of residency is required from all tenants. The Marinas accommodate pleasure vessels only.

- a. All requested Live aboard shall indicate the request in Attachment III Tenant Information and Live Aboard Form.
- b. Each live aboard vessel is required to be Moored in an electrically metered slip.
- c. The appropriate live aboard rate/fee and live Aboard rate will be charged when the LESSEE resides in a vessel that is utilized/occupied as Live Aboard Vessel for more than fifteen nights in a calendar month.

- d. All live aboard vessels shall have a holding tank(s) or a marine sanitation device(s) in compliance with marine regulations and policies.
- e. Live Aboard will be required to establish their individual mailing address and will not be allowed to receive mailing via the LESSOR Office. LESSEE may apply for a mailbox from the LESSOR office for a yearly fee of \$50.00 due at lease signing. Mailbox Key shall be returned upon lease cancellation. If the key is not returned, the Lessee may be subject to a \$50 fee for key replacement.
- f. The LESSEE agrees to inform the LESSOR of any actual or planned live aboard period as defined by LESSOR policy.
- g. LESSEE acknowledges that it is a condition of live aboard status that LESSEE will his/herself pump out the onboard holding tank at least once per calendar month and more frequently if required to maintain sanitary, odor free condition.
- h. 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.
- i. Persons living aboard agree to accept existing facilities as they are when they originally register as live aboard.
- j. LESSOR reserves the right to disqualify any vessel for live aboard status if, in the LESSOR's judgment, the vessel provides unsuitable habitation for the intended users. The Live Aboard permit may be revoked at any time by the LESSOR or his/her designee issued directive including rent delinquency and violations of LESSOR rules and regulations and or Local, State and Federal laws/regulations.
- k. All live aboard vessels shall comply with LESSOR regulations and policies and Local, State and Federal laws.
- l. Only two vehicles may be parked on the LESSOR premises for each live aboard vessel and must always be kept in operational condition. The vehicle shall display a compliant Marina tag/decal, which shall be placed on the upper driver's side windshield.

10. NATURAL OCCURRENCES

LESSEE acknowledges that the Leased Premises are located on the unprotected or flood side of the Orleans Levee District Flood Protection System, and therefore are subject to flooding, and exposed to the hazardous weather which may prevail from time to time in Lake Pontchartrain; and, LESSEE assumes full responsibility for damages or other consequences that may result from natural hazards and/or the lack of flood protection and releases LESSOR from any responsibility or liability in connection therewith.

11. DAMAGE TO VESSELS, PIERS AND ENVIRONMENT

LESSEE shall be liable for damages caused by LESSEE to slips, piers, catwalks or dock boxes and shall be liable for any such cost, repair, and/or replacement of property in the marina damaged by LESSEE. In the event that LESSEE fails to pay for the costs of damage to piers, catwalks, slips, vessels/boats, dock boxes or any property located in the LESSOR area within five (5) days after demand is made by the LESSOR, this agreement may be terminated immediately at LESSOR's option. LESSOR shall also be entitled to recover from LESSEE the costs of such repairs, and reasonable attorney fees, costs, and expenses incurred by LESSOR in enforcing its rights under this paragraph of this Lease against LESSEE.

LESSEE shall not release or permit to be released, by action or inaction, any hazardous waste, or environmentally objectionable substances, including oil, gasoline, or untreated sewage (Hazardous Substances), into the water or land of the Marina. The costs for which LESSEE may be responsible include, but are not limited to the costs of booms, absorbent pads disposal of the Hazardous Substance, clean up oversight by governmental agencies, and LESSOR personnel and any reasonable attorney's fees and costs incurred in defense of any violations. LESSEE shall be responsible for reporting and cleaning up any such release of substances as specified herein above. LESSEE shall report any release of substances as specified to the LESSOR and shall keep LESSOR informed daily of LESSEE's actions with respect to any clean up. If LESSOR is not satisfied, in LESSOR'S sole discretion, with LESSEE's actions in reporting and cleaning up a release of substances as specified above, LESSOR may take, at LESSEE's expense, any action it deems appropriate regarding the release.

This provision is in addition to, and not in lieu of, the indemnity provision set forth in this Lease. LESSEE agrees to act in a prudent manner to separate hazardous from non-hazardous wastes as defined by the United States Environmental Protection Agency. LESSOR shall provide separate containers at suitable locations for this purpose. Failure to comply with this provision shall constitute a violation of this Lease and LESSEE shall be liable for any related damages and fines as provided by law and shall constitute a violation of this Lease and shall be grounds for termination of this agreement as specified in Paragraph 13.

12. DUTY TO KEEP THE PREMISES CLEAN

LESSEE shall keep the premises clean and free of rubbish and in a sanitary condition. LESSOR shall provide containers or receptacles for garbage, refuse or waste. No garbage refuse or waste shall be dumped into the Marina nor shall the LESSEE allow the littering of the Marina piers, parking lot or dock carts. The failure to maintain the premises in a clean and sanitary condition, and the dumping of garbage, refuse or waste into the Marina shall constitute a violation of this Lease and shall be grounds for termination of this agreement as specified in Paragraph 13.

13. SUNKEN OR WATERLOGGED VESSELS

If any boat/vessel owned or used by or under the control of LESSEE or his or her guests should sink or become waterlogged in the Marina, it shall be the responsibility of the LESSEE to have it raised immediately. If any boat/vessel owned or used by or under the control of LESSEE or his or her guests should take on water and be in danger of sinking, LESSEE shall be responsible to take any action necessary at LESSEE's cost to avoid said boat/vessel from sinking.

It is the LESSEE's exclusive responsibility to pay for all financial obligations incurred because of LESSEE'S sunken or waterlogged boats/vessel and any costs related to action taken to avoid a boat/vessel from sinking by the LESSOR. If, after six (6) hours prior notice by LESSOR, the boat/vessel has not been raised or action taken by LESSEE to prevent a vessel from sinking, LESSOR reserves the right to undertake the raising of said boat/vessel and to take any action necessary to prevent a vessel from sinking in the Marina. Any expenses or costs incurred by the LESSOR in the raising of such boats/vessels or any other action authorized under this paragraph shall be reimbursed by the LESSEE.

LESSEE agrees to hold LESSOR harmless, defend and indemnify LESSOR from any damages, which may occur as a result of the raising of any such boat/vessel or as a result of any other action taken by LESSOR authorized under this paragraph. LESSEE further agrees that the obligations of the LESSEE to hold forever harmless, defend and indemnify the LESSOR, as required under the terms of this paragraph, shall be effective and enforceable by the LESSOR against LESSEE upon notice given by LESSOR to LESSEE of any said liabilities, claims, demands or lawsuits asserted by any party or persons against the LESSOR arising from and/or related to, or in any way connected with LESSEE's obligations under this paragraph. Without notice to the LESSEE as specified above, LESSOR may elect to raise the vessel/boat for reasons of public health and public safety. If, after demand, LESSEE fails to reimburse LESSOR for the cost of raising the vessel/boat, LESSOR may terminate this agreement without further notice, and as provided under Paragraph 13.

14. LAWFUL USE OF THE PREMISES

Unlawful use of the Leased property in violation of any law shall give the LESSOR the right to immediately institute legal action to cancel this Lease without notice to or placing LESSEE in default prior to the institution of said legal action.

15. DEFAULT PROVISIONS

LESSEE’s failure to comply with any of the provisions or conditions of this Lease, or violation of any Rules or Regulations established for the LESSOR, shall be cause for termination of this Lease agreement. In the event of such an occurrence, except for ipso facto default matters, i.e., failure to pay the rent when due, failure to pay those costs or charges indicated elsewhere in this Lease, and failure to keep on file with LESSOR proper insurance certificates, LESSOR shall give LESSEE notice in writing, setting forth the nature of the breach committed by LESSEE. LESSEE shall have ten (10) days from the date of said notice to remedy the breach set forth in said notice. Upon LESSEE’s failure to timely remedy any such breach, LESSOR may, at its option, terminate this Lease, reserving unto LESSOR all rights against LESSEE for breach of this Lease, and to collect any sums due or retain any sum paid hereunder, until such time as a new lease for the slip is executed on terms equal to those set forth herein is effective.

LESSEE expressly agrees that the LESSOR will suffer damage as a result of any breach of this Lease by LESSEE, whether said breach is cured or not within the ten (10) day grace period, and, accordingly, LESSEE consents and agrees to pay an administrative fee equal to one (1) quarterly rental payment due under this Lease in the event of any such default. Failure to pay said fee shall constitute an additional default and LESSOR shall have the option of canceling this lease without further notice or formality.

In addition to any and all rights granted to LESSOR under this Lease in the event of a default by LESSEE, LESSOR shall be entitled to exercise any and all rights upon a default by LESSEE authorized under any existing law or law hereinafter enacted providing for remedies available to a LESSOR upon default by a LESSEE.

In the event of default, Lessor shall have a privilege on Lessee's vessel for rent or other charges and for expenses reasonably incurred in the sale of LESSEE'S vessel under the provisions. Louisiana Marina and Boatyard Facilities Act. La.Rev.Stat. 9:4780, et seq. LESSEE agrees that this provision of this lease constitutes notice of the privilege created by this Act as provided in Section 4783(A)(1). La.Rev.Stat. 9:4783(A)(1).

16. LESSEE’S INSURANCE OBLIGATIONS

LESSEE shall furnish LESSOR, at LESSEE’s expense, with a policy or policies of Public Liability, Property Damage and Bodily Injury insurance of not less than

\$300,000 or in such amount as may be determined by the LESSOR. LESSEE policy must include Comprehensive & Collision Coverage for salvage. LESSOR will notify the LESSEE no later than sixty (60) days prior to the effective date of any change in the amount and type of coverage. Said policy must list the LAKEFRONT MANAGEMENT AUTHORITY and the ORLEANS LEVEE DISTRICT as an Additional Insured. The LESSEE must be the named insured. Such insurance shall be designated to protect the public generally, and the LESSOR, from claims arising out of injury or death to persons and damage to property resulting from accidents and/or fires. The liability insurance policy shall provide coverage for injury or death to persons and damage to property occurring anywhere in the Marina caused by an act or omission of the LESSEE, its officers, agents, employees, contractors or persons, firms or corporation otherwise associated with LESSEE, or arising out of or relating to LESSEE’s use of the Leased Premises.

LESSEE agrees to have his/her vessel insured by the required liability insurance and to be held responsible for damage caused to other vessels in the Marina or to the structure thereof. LESSOR assumes no responsibility for the safety of any vessel docked at the Marina and will not be liable for fire, theft, or damage to said vessel, its equipment, or any property in or on said vessel however arising. LESSEE acknowledges that he/she has been advised that the LESSOR makes no representation or warranty of a safe berth for LESSEE’s vessel, or that LESSOR offers the safest available refuge. LESSEE and his/her vessel are fully responsible for all the consequences of the vessel’s continuing presence in the Marina as set forth in this Agreement. LESSEE agrees to indemnify, defend, and hold LESSOR harmless in the event claims for damage to other persons or property arising from the presence of LESSEE’s vessel in Marina.

LESSEE has produced evidence of, or has covenanted and agreed that he/she has in full force and effect, and LESSOR has relied upon:

- (a) a marina hull insurance policy of a Named perils” “all risk” for the value of the vessel.
- (b) a third-party liability policy, also known as a P & I policy. LESSEE agrees that he/she is fully responsible for arranging for the safety and protection off his/herboat and appurtenances.

LESSEE authorizes LESSOR to remove his/her vessel from Marina, at LESSEE’s expense, if LESSEE fails to remove said vessel after receiving notice from the LESSOR that the vessel is imperiled or represents a threat of damage to LESSOR property or to property of a third party.

Certificates of Insurance as provided for and required by the conditions of this Lease Agreement shall be presented to the LESSOR prior to execution of this Lease Agreement and said policy or policies of insurance shall be maintained throughout the term of this Lease Agreement.

The failure of the LESSEE to provide Proof of Insurance in the required types and amounts of coverage shall be sufficient basis for LESSOR's refusal to execute a lease and/or to immediately terminate any existing lease. Furthermore, LESSEE's insurer shall provide LESSOR with all notices of change in any nature of the referenced insurance coverage's, as well as any cancellation or non-renewal thereof. LESSEE's failure to provide proof of satisfactory replacement coverage upon notification of cancellation or non-renewal shall be grounds for immediate termination of this Lease.

17. INDEMNIFICATION

LESSEE accepts the property in its present condition and assumes responsibility for the condition of the Leased Premises and agrees that LESSOR shall not be liable for injury or damage caused by any vice or defects therein to LESSEE or anyone on the leased premises who derives his or her right to be thereon from the LESSEE. LESSEE agrees that LESSOR, its agents, employees, and assigns shall not be liable for any damage, loss, destruction, theft, or deterioration of or to any boat/vessel, or any article or thing associated with, attached thereto or left thereon, or the contents thereof, from any cause whatsoever, including but not limited to rising water, fire, wind, theft, collapsed structures, except for such damage resulting from the negligence or intentional acts of LESSOR.

LESSEE further assumes full responsibility for any and all liabilities for injuries or damages arising from, related to or growing out of the occupancy, presence upon, or use of the Leased Premises by LESSEE or LESSEE's agents, employees, invitees, licensees or representatives, including but not limited to that caused or allegedly caused by vices or defects in the Leased Premises or under any theory of law under which LESSOR could be held responsible, including strict or absolute liability, or as a result of any negligence on the part of LESSEE, LESSEE's agents, employees, invitees, licensees or representatives, to the fullest extent permitted by law ("indemnified claim(s)") except for injury or damages caused by the negligence or intentional acts of LESSOR. LESSEE agrees to hold forever harmless, defend and indemnify LESSOR against all indemnified claims, and shall be responsible for any cost and expenses, including reasonable attorney's fees, incurred by LESSOR.

The obligations assumed hereunder by the LESSEE to defend, indemnify and hold forever harmless LESSOR against any and all liabilities or claims that may arise out of the use and occupancy of the Leased Premises by LESSEE shall include any injury or damages to any person or property occurring on the Leased Premises or occurring off the Leased Premises.

LESSEE further agrees that the obligations of the LESSEE to hold forever harmless, defend and indemnify the LESSOR, as required under the terms of this section of this Lease, shall be effective and enforceable by the LESSOR against the LESSEE upon

written notice given by the LESSOR to the LESSEE of any said liabilities, claims, demands, or lawsuits asserted by any person against the LESSOR.

It is expressly agreed that if any clause or provision of this Lease excluding or limiting the liability of the LESSOR is held to be illegal or unenforceable by any Court, that said clause or provision shall be deleted and the balance of such clause or provision of this Lease shall be interpreted as if the deleted provision never existed. It is further expressly agreed that if any illegal or unenforceable clause or provision may be reformed by the Court, that said provision shall be reformed to afford the intended protection to the LESSOR. Further, it is expressly agreed that the invalidity of any clause or provision limiting the liability of the LESSOR shall have no effect upon the obligations of the LESSEE to indemnify, hold forever harmless and defend the LESSOR from any indemnified claim to the maximum permitted under Louisiana law.

The obligations of the LESSEE under this paragraph shall survive the expiration or earlier termination of this Lease.

18. LESSEE'S CONTRACTORS

LESSOR, through the sole discretion of its Marina Manager, may prohibit a contractor, or said contractor's workers and laborers, from entering the property of LESSOR, should said contractor fail to provide a certificate of insurance which demonstrates coverage for personal injury or death, bodily injury, property damage, and worker's compensation, or should said contractor misrepresent that it has complied with LESSOR'S insurance requirements. Violation by LESSEE'S contractor of these requirements shall be sufficient basis for LESSOR to immediately terminate any existing lease. The LESSEE further agrees that the obligations of the LESSEE to hold forever harmless, defend and indemnify the LESSOR, as required under the terms of this Lease, shall be effective and enforceable by the LESSOR against the LESSEE upon notice given by the LESSOR to the LESSEE of any said liabilities, claims, demands or lawsuits asserted by any party or third persons against the LESSOR arising from and/or related to, or in any way connected with this Lease. LESSEE agrees to only use contractor or service personnel who register at the LESSOR Office and produce proof of insurance in accordance with the LESSOR rules prior to working on any vessel.

19. CONTRABAND AND RELATED MATTERS

Possession of contraband and prohibited items or substances, including but not limited to illegal drugs and narcotics, unlicensed weapons which require a license, unlawful weapons are prohibited. The LESSOR has a policy of cooperation with local, state and federal agencies, including the U.S. Coast Guard in the execution of its "ZERO TOLERANCE" responsibilities and will grant such agencies access to the facilities of the LESSOR for lawful pursuit of their enforcement responsibilities. The arrest of

LESSEE or LESSEE guest(s) or crew by any agency for suspected offense covered by this provision may result in termination of the Slip/Lease Rental Agreement prior to final legal disposition.

20. FIRES, FUELING AND DANGEROUS CONDITIONS

A. The use of charcoal burners, grills, firepits, gas welders, gas torches or any open flame-producing equipment is prohibited. Cooking aboard vessel is permitted if electric; propane or CNG gas stoves are used, unless otherwise prohibited by such authority as fire regulations of the U.S. Coast Guard. The fueling of vessels is not permitted. Fuel shall be stored in tanks integral to the vessel, except that no more than two portable fuels cans, properly rated as fuel containers, may be kept on board, if secured to the vessel, to prevent shifting or spillage of fuel. LESSEE will be contacted immediately as to any dangerous or hazardous condition on his/ her vessel or caused by his/her vessel.

B. Gasoline and other petroleum products, explosive and incendiary, and hazardous materials, including environmental hazards, may not be left on docks and may not be stored in dock boxes, Such material, if found unattended may be removed and disposed of by the LESSOR at LESSEE's expenses.

C. Fueling discharge, any discharge into the waters of the state, including the Marina, is prohibited by law. LESSEE is responsible for assuring that his/her vessel does not discharge, either by venting or by overflowing the filler, into Marina waters. Precautions must be taken to catch or absorb any overflow.

D. In case of fire at Orleans Marina, call 911, give the operator the location of the fire, pier & slip number along with the street address of Orleans Marina, 221 Lake Marina Ave, New Orleans, LA 70124. Then pull fire alarm. Fire extinguishers are located along the pier.

E. In case of fire at South Shore Harbor, call 911, give the operator the location of the fire, pier & slip number along with the street address of South Shore Harbor Marina, 6701 Stars & Stripes Blvd, New Orleans, LA 70126. Fire extinguishers are located along the pier.

21. ATTORNEY'S FEES

In the event that it becomes necessary for LESSOR to employ an attorney in order to enforce compliance with any of the terms and provisions of this lease, or seek a remedy in connection with a breach of any of the covenants, obligations, or conditions of this lease agreement, LESSEE agrees to pay reasonable attorney's fees and other reasonable expenses and costs associated with the enforcement or the pursuit of a remedy. To reduce the costs of such legal fees, LESSEE specifically waives the right to receive a Notice to Vacate and understands and agrees that upon termination of this Lease and of

LESSEE's right of occupancy, for any reason, LESSOR may immediately institute eviction proceedings in accordance with Chapter 2 of Title XL of the Louisiana Code of Civil Procedure.

22. LESSOR RULES

LESSEE specifically agrees to abide by the Rules and Regulations for the Administration and Operation of the Marina, the provisions of which are specifically incorporated herein by reference in their entirety, as additional conditions, and obligations of the LESSEE, pursuant to this Lease. LESSEE acknowledges receipt of a copy of the LESSOR Rules, which is attached hereto as "Attachment II." LESSEE agrees to remain continuously informed of, and to abide by all present and future Rules and Regulations established for the operation of the marina. It shall be LESSEE's responsibility to obtain any future revisions to the Rules and Regulations from the Office of Marina Manager. Violation of any of the LESSOR Rules and Regulations by the LESSEE, its agents, guests, or assigns, shall constitute a default hereunder, and the LESSOR, may at its option, upon such a violation, pursue the remedies provided for in Paragraph 13.

23. REMOVAL OF VESSEL UPON TERMINATION OF LEASE

Upon the expiration or earlier termination of this Lease, LESSEE shall remove its boat/vessel from the Marina within twenty-four (24) hours and failing to do so LESSEE agrees that LESSOR may impose the prevailing daily transient dockage fee. The LESSOR also shall have the right, without further notice or formality, to sequester and seize as provided under law the boat/vessel to ensure payment of rental or daily rental imposed or other costs incurred.

24. NOTICES

All notices, requests or demands or any other communications hereunder shall be in writing and may be served personally on LESSEE, or at the option of the LESSOR, may be via electronic mail, may be posted on bulletin boards at head of each pier or mailed to the LESSEE through ordinary U.S. Mail, addressed to LESSEE at the address provided though the GOPARK portal. Contact information must be filled out in Attachment III, Tenant Information / Live Aboard Form, and must be kept current. It will be the responsibility of the LESSEE to notify the LESSOR of any changes in mailing address and e-mail address. Mailing of any document or communication to the address provided in this agreement shall constitute notice to the LESSEE. Receipt of communication at the Office of the Marina Manager shall constitute notice to the LESSOR. Any notice, demand, or citation, may, at LESSOR's option be served on LESSEE by tacking such communication on LESSEE's dock box or boat/vessel, or in accordance with the manner provided by law.

25. SPECIAL TERMS AND CONDITIONS

LESSEE agrees to keep abreast of and remain in compliance with all state and federal laws, rules, and regulations applicable to the operation of marine vessels and leases of LESSOR property.

26. PERMANENT ANCHOR

LESSEE shall not place, or cause to be placed, a permanent anchor or "Deadman" in the LESSOR for purposes of mooring.

27. VESSEL REGISTRATION

The LESSEE shall register the boat/vessel with the United States Coast Guard, Louisiana Wildlife and Fisheries prior to the execution of this Lease. Evidence of that registration shall be presented to the LESSOR on demand. The vessel registration number shall be affixed to the boat/vessel in the manner specified by the United States Coast Guard or the state of registration. Failure to register a boat/vessel as specified above shall constitute a violation of this lease agreement and shall be the basis for the termination of this Lease in accordance with Paragraph 13 above.

28. NO RIGHT TO SPECIFIC SLIP

Nothing in this Lease shall be construed as granting to the LESSEE a right to a specific slip. All slips and berths shall be allocated and designated by the LESSOR, in its sole discretion, as it deems appropriate.

28. NON-RENEWAL OF LEASE

Although LESSEE has, a right to renew annually nothing in this Lease shall be construed as a continuing obligation of the LESSOR to renew this Lease for successive terms. It is understood and agreed that LESSEE's lease will not be renewed if LESSEE fails to comply with any of the obligations of LESSEE under the terms of this Lease.

29. REQUESTS FOR EARLY CANCELLATION

LESSEE may cancel this Lease, prior to its expiration. A cancellation fee of One quarter's rental shall be assessed in all such cancellations except as provided below LESSEE agrees that it shall not be entitled to cancel this Lease without first having provided thirty **(30) days written notice** to the LESSOR. If LESSEE fails to provide notice of cancellation of this Lease as provided in this paragraph, LESSEE agrees to pay an amount equal to the rental balance remaining.

30. VESSELS IN DANGER AND TAKING ON WATER

In the event a LESSEE'S boat/vessel is taking on water and/or is in danger of sinking and LESSEE cannot be contacted, LESSOR will pump out said boat/vessel and contact LESSEE, advising of this remedial action. Any need for pumping out the boat/vessel will result in the imposition of charges incurred by the LESSOR for all costs incurred. Upon submission of invoice by LESSOR for charges and costs incurred as specified in this paragraph, LESSEE 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 breach of this agreement pursuant to Paragraph 13 above.

31. ACTS BY LESSOR DURING EMERGENCIES OR THREATS TO PUBLIC SAFETY

In case of a perceived emergency or threat to public safety, LESSOR, its agents or assigns, are authorized to do whatever is reasonable, necessary and as LESSOR deems appropriate. These acts include but are not limited to the following: boarding the boat/vessel; moving the boat/vessel or taking any other action, without liability for damages or loss of any kind. Under these circumstances, LESSOR shall only be responsible for the consequences of gross negligence. LESSEE agrees to pay all costs associated with any activity performed by the LESSOR during a perceived emergency that benefits LESSEE. In order to minimize the cost associated with emergency action taken by the LESSOR during extreme circumstances, LESSEE agrees to keep and maintain on the boat/vessel, and in good and working condition, an automatic bilge pump, Dock lines less than TWO (2) years old and of proper size and type, with at least two lines forward and two lines aft, as well as an automatic bilge pump. Proof of the age of the dock lines and fully operational bilge pump are to be retained on the vessel and provided upon request.

LESSEE agrees that the rights of LESSOR 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 LESSOR may in its sole discretion close the Marina to tenants and the public, salvage or cause the salvage of damaged vessels, and take any other action deemed advisable by LESSOR in the interest of public safety and of the LESSOR. LESSEE agrees that LESSOR shall not be responsible for property damage resulting from any action taken by LESSOR under this Paragraph, except for the consequences of gross negligence.

In an emergency, LESSOR reserves the right, but not the responsibility, to take such action as necessary and prudent to safeguard LESSEE's vessel and adjacent vessel and property of LESSOR. LESSEE

agrees to pay LESSOR all charges for services rendered on behalf of LESSEE vessel in an emergency situation, to include charges for LESSOR staff and materials and/or cost of hiring a contractor to move or remove the vessel and to make any repairs to make the vessel safe and free from defects which may endanger life, property or natural environment.

32. IN SOLIDO LIABILITY

The obligations of each person executing this Lease as LESSEE or Guarantor shall be in solido. Any notice to any one or more of them with respect to this agreement shall constitute notice to all those persons.

33. INTERPRETATION

LESSEE agrees that any rule of law or legal decision that would require interpretation of any ambiguities in this Lease against the party that drafted it shall have no application hereto which is expressly waived.

34. PUBLIC RECORD

LESSEE acknowledges that this Lease and all other documents provided or related to this Lease may be subject to a Public Records Request under Louisiana Revised Statutes Title 44, Section 1, et seq.

35. PRIOR AGREEMENTS AND AMENDMENTS

This Agreement supersedes all prior agreements, representations and covenants made between the parties, and all such prior agreements, representations and covenants are terminated. No agreement, modifying, altering, or abrogating in any manner the expressed terms and conditions of this Lease shall be binding on either party, unless such agreements are made in writing and signed by all parties as an amendment to this Lease. Such amendments shall be fixed to this Lease and shall incorporate this Lease by reference.

37. SEVERABILITY

If any one or more of the provisions contained in this Lease, or added thereto, shall for any reason be held

invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Lease, but it shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein.

38. BINDING AGREEMENT

LESSEE acknowledges that he/she has read the terms and conditions of this Lease. Further, that LESSEE acknowledges that he/she was given full and complete opportunity to question those portions of the lease that are of concern to him/her and that he/she had the opportunity to consult legal counsel. This Agreement shall be binding upon and inured to the benefits of the parties, and their respective legal representatives, heirs, successors, and assigns.

39. OFFICE OF DEBT RECOVERY

LESSEE agrees that the LESSOR has the right to send all delinquent accounts more than 90 days past due to the Louisiana Department of Revenue, Office of Debt Recovery for collection of all fees due. The Office of Debt Recovery in addition to fees owed will add an additional 25% administrative fee to each account processed for collection.

IN WITNESS WHEREOF, this Lease has been executed by the parties at New Orleans, Louis on the _____ day of _____, _____.

LESSEE:

Signature

Print Name

LESSOR:

Louis J. Capo, CFE, CIA
Executive Director
Non-Flood Protection Asset Management
Authority

Attachment I – Slip Rates

Orleans Marina Slip Rates

30' Slip	\$495.00 Quarterly
35' Slip	\$574.00 Quarterly
35' Slip (Extra Wide)	\$680.00 Quarterly
40' Slip	\$861.00 Quarterly
40' Slip (Extra Wide)	\$912.00 Quarterly
45' Slip	\$967.00 Quarterly
50' Slip	\$1,070.00 Quarterly
60' Slip	\$1,278.00 Quarterly
75' Slip	\$1,588.00 Quarterly
90' Slip	\$1,906.00 Quarterly
Transient Rate	\$1.75 Per Foot / Per Night
Transient Rate for Pennick Dock	\$2.25 Per Foot / Per Night
- \$125 Per Night Minimum	

South Shore Harbor Slip Rates

30' x 10' Slip	\$359 Quarterly
40' x 14' Slip	\$489 Quarterly
50' x 20' Slip	\$684 Quarterly
60' x 24' Slip	\$899 Quarterly
80' x 24' Slip	\$1,340 Quarterly
Covered Slip	\$1,930 Quarterly
Transient Rate	\$1.65 per Foot / per Day

*All rates include 10% annual maintenance surcharge

**ATTACHMENT II
RULES AND REGULATIONS FOR THE ADMINISTRATION AND OPERATION OF
NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY MARINAS**

1. **GOVERNANCE:** Any person utilizing the waters designated as Orleans Marina or South Shore Harbor Marina shall be governed by and subject to these Rules and Regulations.
2. **VESSEL OPERATION:** No wake allowed! LESSEE is responsible for damage caused by boat/vessel's wake (includes jet skis, water scooters, and similar water vehicles). Sailing is not permitted within the Marina. No persons shall operate a boat/vessel while under the influence of intoxicants. Tenant shall always be responsible for the proper securing of his/her boat/vessel.
3. **MOORING OF BOAT:** Mooring lines shall not cross the steps or finger piers and shall not be attached to rails or other supports, only to the cleats and piles. Mooring lines should not demonstrate excessive wear and shall be adequate to moor the secured vessel. The Marina shall have authority to identify and notify a tenant of inadequate mooring lines. Tenants are responsible for their mooring lines and should not rely upon notice from the Marina to ensure adequate mooring. Once notified of inadequate mooring, tenants shall correct the deficiency within 30 days. During the danger of high winds and tides the boat/vessel LESSEE must take all necessary precautions to ensure proper mooring of his/her boat/vessel to prevent it from breaking loose and damaging other boat/vessels or the wharf and piers.
4. **ALL GARBAGE SHALL BE PROPERLY DISCARDED:** Trash, refuse and garbage must be collected by the LESSEE of the boat/vessel and disposed of in the garbage dumpsters provided by the LESSOR in the parking lot.
5. **ENVIRONMENTAL:**
Used oil removed from boat/vessels shall be placed only in proper receptacles provided for this use. Hazardous and non-hazardous materials shall be placed in separate containers provided for the purpose. Boat/vessel LESSEE shall not discharge oil, oily water or raw or untreated sewage into the water. All permanently installed sewage systems on boat/vessels must be either approved Type I or II Marine Sanitation Devices or must be locked off while the boat/vessel is docked. All spills of gas, diesel fuel, oil or other hazardous materials must be reported immediately to the Marina Manager. Boat/vessels may only be washed with biodegradable soaps and the amount of soap used must be kept to a minimum. Removed paint chips, sanding debris, hazardous chemicals, including water oil, engine coolant, hydraulic fluid, gasoline, diesel, paint and mineral spirits may not be allowed to enter the water or the ground and may not be left where it might be exposed to rain water. Used oil filters must be properly wrapped to prevent leakage and placed in receptacles provided for that purpose. (Marked barrels/containers for the disposal of the above items are located at Orleans Marina in tenant parking lot.) All parties to this lease agreement, including the NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY tenants and visiting vessels, will comply with all federal, state, and local environmental regulations and are responsible for all penalties and fines imposed because of pollution. The NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY has the authority to make such rules as are deemed necessary to ensure legal compliance with all federal, state, and local environmental regulations. Further, that the boat LESSEE is responsible for all pollution which emanates from their vessel and/or boathouse, slip or dock storage, and any pollution caused by the boat LESSEE's guests, representatives, agents, or invitees. No chemical or pesticides of any type are allowed on LESSOR property. Each Boat/vessel in the Marina is required to have a Bilge Oil Absorber.

Overboard discharge of any toilet or marine head located on any boat/vessel docked in its berth or in a Covered Slip, Boat House or in any place located in the Marina is strictly prohibited.

Marina personnel shall rigidly enforce this provision, and anyone caught violating it shall be subject to fine and imprisonment as well as the cancellation of his/her Leasing Agreement.

- a. Trash and garbage. LESSEE will ensure that all trash and garbage is placed into dumpsters located in the parking lot in the Marina.
- b. Septic wastes, LESSEE agrees to comply with all Federal, State, and local regulations relating to sewage disposal. The use of soaps or dispersants to emulsify any petroleum discharge is unlawful.
- c. The discharge into the Marina waters or storm drains of oil or other petroleum products and hazardous materials of any sort is strictly prohibited. LESSEE agrees not to discharge any amount of such contaminants in any form, including contaminated bilge water. LESSEE further agrees to notify the LESSOR of any suspected discharge emanating from his/her vessel and take immediate action to stop and eliminate such discharge.
- d. Charges associated with damage and prevention of damage caused by a discharge, and with cleaning up and disposing of contaminated material following such discharge, will be billed to the LESSEE if LESSEE's vessel or action caused or may cause contamination of LESSOR waters or the waters of the State beyond the confines of the LESSOR.

- e. Oil recycling containers are provided by the LESSOR for oil, including diesel fuel, gasoline, and oilfilters.
6. **PETS:** No unattended pets are allowed on the pier and/or catwalk areas. Dogs must always be leashed while on the LESSOR grounds and tenants are responsible for picking up after their pets. Pets must always be under the direct supervision of an adult. Do not leave animals tied to piers, dock boxes, restroom door, rails, or benches. No animals (including mammals, reptiles, birds, fish, rodents, and insects) are allowed, even temporarily, anywhere in the marina or common areas unless the harbor master so authorized in writing. Tenants must supply a pet registration form, vaccination records, and color photograph of pet to the harbormaster. If you or any guest violates animal restrictions (with or without your knowledge) you will be subject to charges, damages, ejection, and other remedies provided in this lease.
7. **LAUNDRY:** No laundry of any type, such as wet clothes and/or items of a personal nature, shall be hung out to dry in public view from any boat/vessel moored in the Marina. Do not leave laundry in the laundry room for longer than a 24-hour period. All laundry left longer than 48 hours in the Laundromat may be disposed of. No pillows, comforters, bedspreads, blankets, or rugs shall be washed or dried in Marina laundry facilities. No work rags or towels with petroleum products, paints, dyes, or other caustic material shall be washed or dried in Marina laundry facilities.
8. **AFTER HOURS:** After the hour of 10:00 p.m., partying, entertainment and all other activities shall be conducted in a manner, which will not disturb others and not violate the ordinances of the Parish of Orleans or the laws of the State of Louisiana.
9. **SHORE POWER:** Only "Shore Power" cords approved by U.L. for power usage will be permitted between the piers and the boat/vessel. All such cords must be in such a manner that they cannot cause tripping or other safety hazards to persons passing by. All such cords must be kept out of the water. Any electrical, telephone, cable television cord or appurtenances to be attached to a pier, finger pier, or bulkhead, must be approved by the Harbor Master for type of cord, location, and method of attachment. Cords may not be affixed or secured to docks, nor allowed to cross walkways. Boat/vessel LESSEE shall make no alterations or, modifications to any electrical outlet used for servicing the Boat/vessel with shore power. (LESSOR staff will adjust and/or changes to electrical outlet, electrical meter, circuit breaker and wiring only, at prevailing retail rates for parts and labor.) Our guidelines are based on NFPA (National Fire Prevention Association) and NEC (National Electrical Code).
10. **PARKING:** To maximize available parking for tenants and to promote security within the marinas; all vehicles in the marina parking area shall display an appropriate parking pass. Two passes will be provided to tenants by the marina upon execution of a lease. No tenant vehicle shall remain parked in the LESSOR parking area more than 72 hours without permission of the Harbor Master. Replacement of lost passes may be subject to a \$50 fee per pass. Any vehicle not displaying a parking pass or parked more than 72 hours without permission shall be subject to impoundment at the owner's expense and the LESSEE prohibited from parking in the area for a period of ninety (90) days. On a second violation, the LESSEE shall be subject to cancellation of his/her Leasing Agreement. Due to the limited parking space available, you should not keep more than two vehicles in the Marina. No motorized vehicles or bicycles are allowed on piers or promenade, except for those utilized by Security Personnel. Trailers, buses, and recreational vehicles are not permitted in the parking lot.
11. **BICYCLES:** No bicycle riding, skateboarding, or inline skating is allowed on piers or promenade area. Tenants should utilize the bicycle rack adjacent to the Security Guard House. Do not store bikes on piers or tie them to the railing.
12. **FISHING, SWIMMING AND DIVING:** No fishing shall be permitted in the Marina. Swimming in and diving into the water of the Marina is strictly prohibited. An exception is allowed for licensed, certified and properly insured commercial divers for purposes of boat maintenance and repair.
13. **WALKWAYS:** Walkways shall always be kept clear. Storage of items must be confined to the dock box or the Boat/vessel and will not be permitted on or under main walkways, finger piers, under stairways, parking areas, etc. (dinghies, refrigerators, freezers, batteries, fuel oil containers, etc. will be removed at LESSEE's expense)
14. **BOAT/VESSEL MAINTENANCE:**
Lessees' are allowed reasonable latitude regarding the care and maintenance of their Boat/vessels. However, the following limits apply. Work above the rail or in the interior of the boat/vessel may be performed if it presents no hazard and creates no nuisance and does not interfere with other work in the immediate vicinity being performed by LESSOR employees or other boat/vessel Lessees', captains or crew. Approval to perform work other than normal maintenance must be obtained from the Marina Manager whose decision in these matters is final. Any Boat/vessel LESSEE desiring to use the services of others to work on his/her Boat/vessel may do so by removing the Boat/vessel temporarily from the slip and taking it to another place of business. Hull repairs, major engine repairs/overhaul, spray painting; major carpentry/rebuilding projects are strictly prohibited! Electric sanders must have an attached dust vacuum collection device. The LESSEE shall remove debris that results from repairs from LESSOR property. Repairs that may damage the docks are not allowed. Lessees' are

liable for any damage to LESSOR property, which occurs because of such repairs. At the end of the day, all tools, lumber, supplies, etc. shall be neatly stored upon the boat/vessel. Work areas shall be covered with tarps, to maintain a neat appearance. Work items and debris shall not be left on docks or finger piers.

15. **SEAWORTHY CONDITION OF BOAT/VESSEL:** All boat/vessels are to be maintained in a sound and seaworthy condition. When this fails to occur and/or LESSOR considers there to be a risk of sinking, fire or other hazard, the LESSOR may, in its sole discretion, give the LESSEE five (5) days' notice via electronic e-mail or in writing by U. S. mail in which to correct the problem(s). Failure to do so will represent a default in the terms of this Lease Agreement.
16. **FUELING:** Personal fueling of any boat/vessel in the Marina is strictly prohibited (carry fuel in cans, or independent contractor, etc.).
17. **CHILDREN:** Children under twelve (12) years of age are not permitted on docks without a parent or responsible adult. (Non-swimmers or toddlers are requested to wear U.S.C.G. approved personal flotation devices when on docks, bulkheads, or watercraft decks.)
18. **UNSAFE CONDITIONS:** Lessees' are requested to notify Marina Management of any unsafe or hazardous conditions that come to their attention.
19. **ACCESS CARDS (South Shore Harbor):** South Shore Harbor shall issue tenants, two Access Cards to provide access to the tenant parking lot and piers. The Access Card shall be surrendered to LESSOR upon termination of this Lease. A fee of \$50.00 per card will be charged for each card not returned upon termination of this lease. Access Cards shall always remain the property of LESSOR, and LESSOR may revoke the right of Boat/vessel LESSEE to use the card if Boat/vessel LESSEE is in default under this Lease. Boat/vessel LESSEE agrees to notify LESSOR immediately if any Access Card is lost or stolen. A non-refundable replacement fee of - \$50.00 shall be charged to replace any lost or stolen Card.
20. **ACCESS CODES (Orleans Marina):** Orleans Marin shall issue tenants Access Codes to provide access to the tenant piers. Access Codes are for tenants and their guests and should not be publicly distributed. LESSOR may revoke the right of Boat/vessel LESSEE to use the code if Boat/vessel LESSEE is in default under this Lease. Boat/vessel LESSEE agrees to notify LESSOR immediately if any Access Code is in use by an unauthorized person. A new access code will be programmed for the LESSEE at their request for a fee of \$50.00
21. **RESTROOMS:** Tenants are responsible for their guest using the Marina restrooms. Restrooms are always to be kept clean and neat. Each tenant will have an access code to use the restrooms.
22. **DOCK BOX:** If a LESSEE vacates the slip, all contents from the slip's dock box must be removed within twenty-four (24) hours. If contents are not so removed, LESSEE hereby authorizes the Marina Manager to remove and dispose of said contents. One dock box per boat slip, unless approved by the Harbor Master. Dock box must be locked or securely latched.
23. **WATER HOSES:** LESSOR provides access to fresh water, charges for which are included in the utility costs. The Marina prohibits use of fresh water to cool air-conditioners and other equipment or to cool the skin of the vessel.
 - a. LESSEE will be charged a fee of \$50.00 per occurrence if found to be using fresh water supplied by LESSOR to cool air-conditioners or other equipment. LESSOR, without notice, may disconnect hoses used in violation of this paragraph and will not be responsible for any consequences of this action.
 - b. LESSEE agrees to disconnect all water hoses when he/she will be absent from the boat during a freeze warning. LESSOR may, without notice, disconnect LESSEE's water hose at the dock in LESSEE's absence and LESSOR will not be responsible for any consequences of this action.
 - c. LESSOR requires a positive shut-off nozzle to conserve water. Washing of automobiles is prohibited.
 - d. Water siphons will not be used except in an emergency.
 - e. LESSEE will store hoses in dock box, on boat, or secured on a hose hanger. Hoses shall not be left unsecured on dock. Any hose loose and unsecured on piers will be disposed of.
24. **UTILITIES AND RELATED SERVICES:**
 - a. Satellite antenna(s) may be attached or mounted on the boat or pile as specified by the Harbor Master.
 - b. Any electrical, telephone, cable television cord or appurtenances to be attached to a pier, finger pier, or bulkhead, must be approved by the Harbor Master for type of cord, location, and method of attachment. Cords may not be affixed or secured to docks, nor allowed to cross walkways.
25. **ATTACHMENTS TO LESSOR PROPERTY:** Permanent attachments or penetrations of any kind may not be made to LESSOR property, which includes but is not limited to rails, post, pilings, piers, catwalks, or dock boxes etc.

Any violation of these Rules & Regulations shall be grounds for the immediate termination of this Lease Agreement. Further, LESSEE acknowledges that he/she has read these Rules and Regulations, agrees to be bound by same and any revisions to these Rules and Regulations or additional rules and Regulations for the Marina may during the term of this Lease and acknowledges that a violation of these Rules and Regulations shall be grounds for the immediate termination of this Lease Agreement.

IN THE WITNESS WHEREOF, I have hereunto signed this Acknowledgment at New Orleans, Louisiana, this _____ day of _____, ____.

TENANT/LESSEE

**Attachment III
TENANT INFORMATION / LIVE ABOARD FORM**

Tenant Information:

Boat Owner Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone #: _____ Office #: _____ Cell #: _____
E-mail: _____

Co-Owner or Alternate Caretaker (If you are not available)

Co- Owner / Alternate Caretaker Name: _____
Address: _____ City: _____ State: _____ Zip: _____
Home Phone #: _____ Office #: _____ Cell #: _____
E-mail: _____

Emergency Contacts: (please list two contacts)

Boat Captain/Agent (If Applicable): _____ Phone/Cell: _____
Name: _____ Phone/Cell: _____
Name: _____ Phone/Cell: _____

Boat Information:

Boat Name: _____ Boat Make: _____ Year: _____
Boat Type (POWER OR SAIL): _____ Length _____ Beam _____ Draft _____
Hull #: _____ Registration#: _____ Expiration Date: _____
Description of Boat: _____

Live Aboard Request:

Check the correct box that indicate your status: Live aboard Non-Live aboard

If any of the requirements as outlined in Section 7 of the lease (Live Aboard Policy) are not met, the Lease will become immediately null and void; and the Vessel will be required to depart immediately upon depletion of pre-paid rental and refund.

Lessee shall provide a Survey of their vessel's sanitation device prior to approval of Live Aboard status.

I certify that the above provided information is an accurate and true representation of my personal contact information and my vessel information. I also certify that I will notify the marina should any of this information change.

SIGNED: _____ **DATE:** _____

PRINT NAME: _____

Approval of Live Aboard Request

APPROVED: _____ day of _____, _____ **By:** _____
Louis J. Capo, CFE, CIA
Executive Director



MARINA EMERGENCY ACTION PLAN

DATE: 01 JULY 2020

INTRODUCTION:

The following information, along with annual training and review, will better prepare us to address emergencies within our marinas and the challenging situations that we may face. It will be our practice to train all staff members, all tenants and especially those living at the marina on emergency response. Our marina staff are very well trained to respond to all emergencies. However, they will only be available during normal business hours.

The marina office will post warnings and advisements of future projects and weather-related events that may affect tenants. The marina office will coordinate emergency contacts within the marina for fires or other urgent situations requiring immediate response. A copy of this instruction will be sent with all leases.

In case of any emergency:

1. **Call 911 first.** Be sure the 911 operator is aware of our need for New Orleans Fire Response or Orleans Levee District Police. Use a land line if possible, if not be sure to identify your location immediately, **Orleans Marina, 221 Lake Marina Ave.** or **South Shore Harbor Marina, 6701 Stars and Stripes Blvd.**
2. Call the **Orleans Marina Office: 504-288-2351 / South Shore Harbor: 504-245-3152.**
3. When the marina office is closed contact the **Harbor Master at, 504-874-0448.**

Emergency Fire Procedures:

In the event of a fire or emergency, designate 1 person (or do it yourself if no one is available) to immediately make the following phone calls. These instructions are for a more serious fire or emergency. Fires start small, there are designated extinguishers on each pier. Take note of where they are located, so you can access one quickly. Every fire extinguisher in the marina is available for your use, the marina will have them recharged or replace. A small fire may be easily managed. Please utilize the extinguishers on your boats for a quicker response time. If left unattended, a smoldering ember may combust or may become much larger and unmanageable. Use your best judgement.

Call 911 – Stay on the line if possible, use a land line if possible.

Identify your location:

Identify where in the Marina the emergency is at, **Which Pier, slip and side.** Stay on the line if they ask you to. Keep yelling for help if no one has come to your aid yet.

Orleans Marina Office: 504-288-2351 / South Shore Harbor: 504-245-3152.

The marina office will make the rest of the calls during normal working hours.

New Orleans Fire Dept: 504-658-4700

Orleans Levee District Police: 504-283-9800

U.S. Coast Guard Station: 504-846-6181

These instructions are for a more serious fire. Fires start small. There are many water buckets and fire extinguishers everywhere in the marina. Use them as needed. If there are enough people available, designate all the following at the same time. If not, do in order as listed. If possible, send someone to the security gate to hold open and direct fire trucks to emergency.

#1 priority is to keep yourself and those around you safe. Look for anyone aboard the boat or facility.

#2 Priority is to get attention. Yell up and down the docks that there is a fire and knock on doors of boats or facilities near the fire, especially the ones next to the fire. Utilize horns or whistles to get others attention.

#3 priority is to avoid having the fire spread beyond the single boat or building. Do Not push a burning boat into the lake. Instead, remove all surrounding boats if possible. Evacuate all nearby people in boats.

#4 Priority utilize all nearby extinguishers and start at the base of the fire with side to side motions. areas around the fire to protect the fire from spreading.

Extreme Weather Conditions:

Heavy winds can blow items off decks and docks. It can also cause boats to break loose from their moorings. Please keep items on docks and decks to a minimum during windy times. Secure barbeques, kayaks, furniture, etc. with rope or other tie downs. Inspect mooring lines and cleats on your boat. Should a boat or dock come loose, secure lines to keep it from floating away and immediately report it to the office or emergency contact. **Contact the Marina office.**

Note: In the case of a Tropical storm or Hurricane. The Harbor Master will initiate the hurricane plan and will keep all tenants informed of which phase were going to and Flood gate closures.

Person in the Water:

If you think you hear someone yelling for help, please go looking! They may have been there for a while and getting weak! If you find someone in the water, help them out if you can, if not toss them a life ring or something that floats, and begin yelling for help immediately. There are life rings with ropes on the docks. Look around your immediate area, anything that floats can help. Use an ice chest, cushion, small boat, life vest, or even a dock line off a boat to help pull them in.

DO NOT JUMP IN THE WATER YOURSELF. We will then have two people to rescue. A person panicking can pull you under. The best way to help them is to get them a floatation device as soon as possible, get more help by yelling, and quickly devise a plan to get them close to the nearest point of exit from the waterway. The possibility of stray electrical current can also cause you to drown. If possible, quickly unplug the boats shore power cords from the power pedestals nearest to the person in the water. As help begins to arrive, have someone immediately cut power to that portion of the marina. If you need to get to a person, take a boat. Do not be bashful looking for a boat. Grab what you can, a canoe, kayak, raft, or dinghy. During this time, always maintain a visual contact on the person in the water. Also continue yelling for help, for someone to call 911.

Pollution Spill:

Fuel and oil spills in the water must be contained and cleaned up. **Contact the Harbor Master Immediately at 504-874-0448.** There is an **oil containment kit located at the Harbor Master office at each Marina.** Reporting to the **U. S. Coast Guard National Response Center at 800-424-8802** is required. As well as the **Louisiana State Police Hazmat Center at 225-925-6595.** Marina staff will respond to begin containment and assessment of the spill and make additional contacts to **OMI Environmental Solutions at 504-394-6110** as required by State and Federal law. If contact cannot be made with the owner of an unattended vessel and urgency is required to contain the environmental exposure, staff will immediately handle the situation and bill responsible party for containment supplies. Check your bilges often, always keep petroleum product absorbent pads/socks in your bilge while in marina waters.

Sinking Boat:

Contact marina office with slip location, type, and size of boat and how badly it is sinking. After hours contact the Harbor Master. If possible, try to assess where the flooding is coming from and slow the rate of free communication with a life jacket, clothes or anything that can be used as a plug. Utilize any buckets or pumps to manage the water rate. You can help by making sure the boat is securely tied to the docks. Also check shore power cord. Many times, power gets accidentally unplugged causing batteries to go low. Simply plugging back in will activate the onboard bilge pumps.



ORLEANS AND SOUTH HARBOR MARINAS

June 1, 2020

TO ALL MARINA TENANTS:

The official start of Hurricane Season is June 1, 2020. We encourage all boaters to start creating their personal Hurricane Plan to be ready well in advance of the season. Please make sure the Harbor Master's Office has correct telephone numbers on file for you and emergency contacts. Below are some tips for your hurricane preparations:

1. If your vessel is small and trailers easily, we encourage you to take the boat out of the water and move it to higher ground. This is the safest means of protecting a vessel.
2. If you decide to move your vessel to another location prior to a severe weather emergency, it is necessary to notify the Harbor Master's Office of your plans.
3. As you will notice, most bridges will close at sustained GALE FORCE winds, although time for closure of bridges is somewhat discretionary. If you intend to move your vessel to another location, plan to move it as early as possible and allow a wide margin for safety.

IF YOU CHOOSE TO REMAIN IN PORT:

1. Clean all dock areas around your vessel and keep it clean. Remove all items from and under piers and catwalks. **(Any items left on and/or under piers and catwalks will be removed by maintenance personnel and discarded.)**
2. As you are aware high tides accompany the threat of Hurricane. It is possible that lake water may rise above piers and possibly enter the dock boxes. To reduce exposure to lake waters, remove all chemicals, including oil, engine coolant, hydraulic fluids, gasoline, diesel, paint, and mineral spirits from your dock box, prior to any threat of tidal surge or hurricane.
3. Ensure your vessel is in sound condition. This includes hull, deck hardware, rigging, ground tackle, machinery, and electronics. Absentee owners should arrange for a boatyard haul out or a supervised inspection of the vessel prior to, and in preparation for, the hurricane season. This includes making sure batteries are charged, bilge pumps are operable, and all equipment is secured. Consider backup batteries.
4. Ensure that all lines are of sufficient size, good condition, doubled and that chafing protection is in place where dock lines pass through fairleads and chocks or over the side of the vessel. Provide ample fendering for protection.
5. If possible, remove sails entirely and stow them, especially roller furling jibs. If it is not possible to remove sails, then it is imperative to fasten them as securely as possible. Inspect the inside of the



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cabin and secure or remove everything not fastened down, especially in the galley and storage areas. Special care should be given to chemicals stowed on board. Store away all flags and pennants. Make sure all ports are closed. Secure the tiller or wheels that operate the rudders. Do not leave coils of line on deck without proper stops or other means of securing them. Take out all the slack from any running lines on the deck or mast.

6. Shut off all fuel tanks.
7. Remove all dinghies and inflatable rafts from the harbor.
8. Turn off all devices consuming electricity except bilge pumps.
9. Once final preparations are made, remove all ship's papers and personal gear. **Leave your vessel. Do not stay aboard.**

The Marina Facilities will be closed to all pedestrian/vehicular access once flood gates are closed (12 to 24 hours) prior to Hurricane force winds hitting the New Orleans area and will not reopen until the threat of the Hurricane has left the New Orleans area. Please take notice that once the facility is closed, tenants **will not** be allowed to access the facility until the Flood gates are re-opened by the Orleans Levee District. **(All vehicles must be removed from the Marina parking lot prior to gate closings).**

Prepare your hurricane plan in writing and make copies of it. Keep a copy on the vessel and at home. Extra copies should also be made for the Harbor Master's Office.

Make sure your insurance policy is current and the Harbor Master's Office has a copy on file.
NOTE: As your lease agreement states, you must have a current insurance policy on file at the Harbor Master's Office providing proof of at least \$300,000.00 Liability, Salvage-Wreckage removal coverage and naming Lakefront Management Authority as additional insured.

Brad N. VanHoose
Harbor Master, Orleans / South Harbor Marinas
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504-874-0448



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PHASE FOUR: A seasonal hurricane phase is automatically set by the National Weather Service on 1 June of each year and extends to 30 November. Generalized actions include: Review and revision of plans, lists, and inventories; generation of customer awareness and conduct employee training; and continuation of normal operations. A storm could pose threat to the coast. Evaluate and monitor weather and hurricane awareness on a continual basis.

PHASE THREE: When a hurricane is approaching, Phase 3 indicates that sustained gale-force (39 mph) or greater winds are expected within 72-48 hours. Evacuation of your boat to safety is strongly advised. Vessels left docked at the marina should have extra lines, fendering and chafing gear. Anticipate that Piers / Finger Piers could be underwater. **Commence Hurricane preparedness checklist.**

PHASE TWO: When a hurricane is approaching, Phase 2 indicates that sustained gale-force (39 mph) or greater winds are expected within 48- 24 hours. Commencement of securing marina and boats; anticipate marina closing and employee evacuation; There will be limited entry to the Marina. Slip holders that plan to evacuate must do so no later than Phase 2.

PHASE ONE: When a hurricane is approaching, phase 1 indicates state of maximum preparedness, and is set when winds of sustained gale-force (39 mph) or greater are expected within 24-12 hours. A high probability of strike exists. Anyone planning to evacuate should have. Marina will be secured. No entry/exit.

Progression from phase four directly to phase one can happen very rapidly and is quite possible because of the erratic behavior of hurricanes and the difficulty of accurately predicting the paths of hurricanes.

HURRICANE CLASSIFICATIONS

Category	Barometric Pressure	Wind Speed	Storm Surge	Damage
1	>980 mb	74-95 mph	4-5 ft	Minimal
2	965-979 mb	96-110 mph	6-8 ft	Moderate
3	945-964 mb	111-130 mph	9-12 ft	Extensive
4	920-944 mb	131-155 mph	13-18 ft	Extreme
5	919 mb	Over 155 mph	Over 18ft	Catastrophic



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HURRICANE CHECK LIST

- 1. Canvas removed
 - A. Bimini
 - B. Fly Bridge cover
 - C. Windshield cover
 - D. All other canvas
- 2. Remove sails
- 3. Dock boxes secured or removed (on boats and docks)
- 4. Remove all flags and flag staffs
- 5. Remove and store coolers
- 6. Remove and store deck furniture
- 7. Remove and store cushions
- 8. Remove and store life rings
- 9. Remove and store extra anchors
- 10. Remove and store any barbeques (rail or deck)
- 11. Remove and store bicycles
- 12. Remove and store dinghy
- 13. Remove and store any fenders not used
- 14. Remove and store any satellite dishes
- 15. Remove and store any fishing equipment
- 16. Remove all halyards
- 17. Utilize adequate size lines / Double-up lines if necessary.
- 18. Insurance policy updated and on file at marina office
- 19. Disconnect and store water hoses and electric cords
- 20. Store any loose items, i.e. poles, gaff hooks, scrub brushes etc.



Dear Patrons of the Orleans Marina and South Shore Harbor:

It is our great pleasure to inform you that GOPARK is the account management company for both marinas, we look forward to being a part of your community and providing you with excellent service.

We pride ourselves on providing the highest caliber of service and accommodating the specific needs of our customers. Your convenience is a high priority to us, and we will make every effort possible to ensure that each patron is pleased with the experience they have when interacting with the account management personnel.

Payment methods accepted are *recurring credit or debit card or check*. Payments are payable to NFPAMA, P.O. Box 850677, New Orleans, LA 70185.

When you receive your lease you will have access to your on-line billing account via our website, *www.go-parking.com*. Please sign in to your on-line account to update your information and to set up recurring payments via credit card or debit card. Your log in credentials will be your **account number**, which is located on your lease and your temporary password will be **royal Secure**.

Recurring payments will be processed on the due date of the invoice. Please make your quarterly payment payable to the remit to address on your invoice. All invoices will be emailed and all quarterly payments are due on the 1st of October, January, April, and July.

For Billing Inquiries, please contact: company@go-parking.com

For Marina Inquiries, please contact: marinainfo@nfpama.com

Current copies of the following documents may be submitted via email, mail, or fax to the addresses below or dropped off at the marina office.

NFPAMA
6001 Stars and Stripes Blvd, Suite
233
New Orleans, LA 70126
Email: marinainfo@nfpama.com
Fax: 504-539-4283

- **Vessel Registration (Boats must be registered with the Wildlife and Fisheries or USCG)**
- **Certificate of Insurance listing NFPAMA and OLD as additional insured (Must have a minimum of \$300,000 liability insurance as well as Comprehensive & Collision coverage to include Wreckage/Salvage)**
- **Copy of Photo ID (Driver's license or Passport)**

Once again, we look forward to serving you as your new account management provider.

Sincerely,

GOPARK

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