

STATE OF LOUISIANA

PARISH OF CADDO

**LEASE**

THIS LEASE AGREEMENT is made between the CADDO PARISH SCHOOL BOARD, 1961 Midway Avenue, Shreveport, Louisiana 71108, herein represented by its duly authorized undersigned representative, (“Lessor”), and the City of Shreveport, Louisiana by and through the Shreveport Police Department, represented herein by its duly authorized undersigned official (“Lessee”).

WITNESSETH

1. Lessor hereby grants, leases and lets exclusively unto Lessee the following described property in Caddo Parish, Louisiana:

The portion of the building of Sunset Acres Elementary School, 6514 W. Canal Blvd., Shreveport, Louisiana 71108 outlined in yellow on Exhibit “A”, as well as the non-exclusive use of the parking lot located at Sunset Acres Elementary School (“Leased Premises”).

2. The Leased Premises shall be used by Lessee for its police department operations as Lessee deems appropriate.

3. This lease is for a term of fifteen (15) months, beginning January 1, 2025 and ending on March 31, 2026. After the primary term, the lease shall continue on a month to month basis upon the same terms and conditions as this lease for a period not to exceed twenty-four (24) months. When Lessee vacates the property after March 31, 2026, the lease shall terminate on the last day of the month in which Lessee vacates the premises.

4. Lessor shall, at its expense, maintain the roof, foundation and the structural soundness of the exterior and interior walls, the windows and doors of the Leased Premises in good repair, reasonable wear and tear excepted. Lessee shall repair and pay for any damage caused by the negligence or intentional acts of Lessee, or its employees, agents, invitees or caused by Lessee's default hereunder. Lessee shall immediately give Lessor written notice of a defect or need for repairs for which Lessor is responsible, after which Lessor shall have reasonable opportunity to repair same or cure such defect. Lessor's liability with respect to any defects, repairs or maintenance for which Lessor is responsible under any of the provisions of this lease shall be limited to the cost of such repairs or maintenance or the curing of such defect.5. Lessor may, at its option, continue to use all portions of the Sunset Acres Elementary School, parking lot and related portions of the property not outlined in yellow on Exhibit "A".

6. Lessee shall, at its expense, keep and maintain all parts of the Leased Premises, (except those for which Lessor is expressly responsible under the terms of this lease) in good condition, including floors, floor covering and parking lot. Lessee shall not be obligated to repair the parking lot or any damage caused by fire, tornado or other casualty covered by the insurance to be maintained by Lessor. Lessee is responsible for the disposal of trash created by its occupancy and operations in the Leased Premises. Trash shall not be allowed to accumulate but shall be disposed of within a reasonable time by the Lessee. In discharging its duty of maintenance and care throughout the term of the lease, Lessee shall see that the Leased Premises are kept free from waste or nuisance.

7. As rent for the Leased Premises, Lessee agrees to pay Lessor \$3,000 per month payable in advance, with the first payment being due January 1, 2025.

8. Lessee shall not make any renovations or improvements to the Leased Premises without the prior written approval of the Chief of Operations of Lessor, and such approval may be conditioned upon such terms and conditions as Lessor may require. All such renovations or improvements shall be made at the sole cost of Lessee. Lessee may, however, install a table or counter in the hall near the bathrooms in the Leased Premises for such use as Lessee may deem appropriate without obtaining prior written approval from Lessor.

9. Lessor specifically reserves the right to enter the Leased Premises to inspect the condition and use thereof at any time. Lessee agrees to obey all federal, state laws or regulations, and any violation thereof by Lessee, its employees, guests or invitees, shall be considered a breach of this lease.

10. This lease shall not be assigned, subleased or otherwise transferred by the Lessee. Lessee shall not subject the Leased Premises or this lease to mortgage, pledge or hypothecation or seizure and sale.

11. Lessee warrants it will be responsible for preventing its employees, invitees, contractors and others on the Leased Premises with Lessee's permission from trespassing on the unleased portion of the building of which the Leased Premises is a part.

12. Lessee, for itself, its agents, employees, guests and invitees, assumes all the risks and hazards in connection with the use of the Leased Premises. Lessee shall indemnify, defend and hold harmless Lessor from and against any and all liability, damages, claims, loss, expenses (including reasonable attorney's fees) and judgments of any kind whatsoever by reason of any injury to persons or property caused by or to, lessee or invitees, guests, employees or agents or arising from Lessee's use of the Leased Premises. **THIS INDEMNITY SHALL NOT APPLY TO ANY CLAIM ARISING OUT OF THE SOLE OR GROSS NEGLIGENCE OF LESSOR.**

13. Lessee shall maintain a policy or policies of commercial general liability insurance covering the Leased Premises and Lessee's use thereof against claims for personal or bodily injury or death or property damage occurring upon, in or about the Leased Premises (including contractual indemnity and liability coverage) with the premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company licensed to do business in the State of Louisiana and having an A.M. Best Rating of "A-VI" or better. Such insurance shall provide minimum protection of not less than \$2,000,000.00 combined single limit primary coverage per occurrence of bodily injury, property damage or combination thereof. Lessee shall also carry a \$3,000,000.00 umbrella liability policy. Lessee's insurance shall contain an endorsement that Lessee's insurance is primary for claims arising out of an incident or event occurring within the

Premises. Lessee's insurance shall contain a provision naming Lessor as an additional insured and shall include coverage for the contractual liability of Lessee to indemnify Lessor. Lessee shall, prior to occupancy of the Premises and at Lessor's request from time to time, provide Lessor with a current certificate of insurance evidencing Lessee's compliance with this section. Lessee shall obtain the agreement of Lessee's insurers to notify Lessor that a liability insurance policy is due to be cancelled or expire at least thirty (30) days prior to such cancellation or expiration.

14. All property of Lessee kept in or stored on the Leased Premises shall be so kept or stored at the risk of Lessee only, and Lessee shall defend and hold Lessor harmless from any claims arising from or connected with damage to or loss of any such property. Lessor shall not be held accountable, responsible or liable to Lessee, Lessee's employees, patrons, visitors or any other persons on or about the Leased Premises for any damage to person or property caused by, connected with, or arising from the condition of the premises or the act or negligence of Lessee, its employees, patrons, or others, nor by another Lessee, nor by fire, explosion, falling plaster, or other materials, steam, gas, electricity, water, rain, sleet, snow, hail, or from leaks from any parts of the Leased Premises, or from the pipes, appliances, or plumbing works, nor from the roof, street, or subsurface or from any other place, or by dampness or by occupants of contiguous or adjacent property, or the public, or from any damage caused by operations in connection with any construction or demolition, or by any other cause or catastrophe whatsoever. Lessee agrees to defend, hold harmless and indemnify Lessor from and against any such claim referenced in this paragraph.

15. Lessee covenants that it has fully inspected the Leased Premises, is fully aware of the physical condition of said premises and hereby accepts the Leased Premises (including all improvements, equipment and systems situated thereon), in their present condition, as fully suitable for the purposes for which the same are leased.

16. LESSEE ACKNOWLEDGES THAT LESSOR MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE PROPERTY OR ITS CONDITIONS OR SUITABILITY FOR A PARTICULAR PURPOSE, OR THE CONDITION OR SUITABILITY OF ANY OF THE IMPROVEMENTS ON THE LEASED PREMISES. LESSEE ASSUMES SOLE RESPONSIBILITY FOR THE UPKEEP AND MAINTENANCE OF THE LEASED PREMISES AND FOR ANY OCCURRENCES WHICH HAPPEN THEREON, OTHER THAN AS PROVIDED IN THIS LEASE.

THE INDEMNITIES PROVIDED FOR IN THIS AGREEMENT SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

17. Lessee agrees to immediately restore possession of the Leased Premises to Lessor at the termination of this lease in like condition as that in which it receives it, subject to the usual wear and tear of a prudent use of same.

18. If the Leased Premises or any part thereof shall be needed by Lessor for educational purposes, for any other use by Lessor whatsoever, or should Lessor desire to sell the property, Lessor shall have the right to terminate this lease upon giving Lessee 90 days written notice prior thereto. Lessee stipulates that it will consent to termination of this lease pursuant to such notice. In the event of such termination, Lessor shall be entitled to retain all of the rentals paid by Lessee for the period of its occupancy.

19. All improvements placed by Lessee in the Leased Premises and not removed within ninety (90) days of termination of this lease shall, at Lessor's option, become and remain the property of Lessor without any obligation to reimburse Lessee therefor.

20. Notwithstanding the foregoing, when this lease terminates, by its term or for any reason, should Lessee not remove the property within said ninety (90) day period, and should Lessor not want to become owner thereof, Lessor may, at its option, notify Lessee to remove the property within thirty (30) days of receipt of said notice. Should Lessee fail to do so, Lessor may remove the property at its expense, and Lessee agrees to pay Lessor two (2) times the amount of such expense within thirty (30) days or receipt from Lessor of a documented invoice therefor.

21. All notices, requests, demands and other communications required or permitted under this Lease will be in writing and deemed to have been received when personally delivered or upon actual receipt of registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

If to Lessor:

Caddo Parish School Board  
1961 Midway Avenue  
Shreveport, Louisiana 71108  
Attention: Chief of Operations

If to Lessee:

City of Shreveport  
505 Travis Street, Suite 200  
Shreveport, LA 71101  
Attention: Mayor

Any party may change its address by giving notice in accordance with the provisions of this subparagraph.

22. Lessee waives all notices to which it may be entitled pursuant to the provisions of the Louisiana Code of Civil Procedure, including but not limited to, Article 4701 thereof.

23. Should either party retain the services of an attorney to enforce any obligation undertaken herein by the other, then, in that event, the prevailing party in such action shall be entitled to reasonable attorney's fees and expenses from the other party.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have signed this lease, effective \_\_\_\_\_, 2024, in the presence of the undersigned competent witnesses in the stated locations on the dates set forth below.

WITNESSES:

LESSOR:

CADDO PARISH SCHOOL BOARD

\_\_\_\_\_

By: \_\_\_\_\_

Print

Its: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

Print:

WITNESSES

\_\_\_\_\_

Print:

\_\_\_\_\_

\_\_\_\_\_

Print:

\_\_\_\_\_

LESSEE:

CITY OF SHREVEPORT

By: Shreveport Police Department

By: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_