



ST. JOHN

THE BAPTIST PARISH

1801 W. Airline Highway
LaPlace, LA 70068
(985) 652-9569

REAL ESTATE LEASE AGREEMENT

This Real Estate Lease Agreement ("Agreement" and/or "Lease"), made effective on the 12th day of January 2017, between the St. John the Baptist Parish Governing Authority (the "Parish" and/or "Lessor"), a political subdivision of the State of Louisiana, herein represented by its Parish President, Natalie Robottom, through a duly passed ordinance of the St. John the Baptist Parish Council attached hereto and made a part of this Agreement, and the St. John Theatre, Inc. ("Lessee"), a non-profit corporation organized and doing business under the laws of the State of Louisiana and in accordance with its 501(c)(3) requirements, herein represented by its Managing Director, Crystal C. Fauchaux, through a duly passed corporate resolution of its Board of Directors, attached hereto and made a part of this Agreement, contractually binds these entities in the particular manners below, in efforts to accomplish the stated public purposes. the St. John the Baptist Parish Governing Authority (the "Parish" and/or "Lessor"), a political subdivision of the State of Louisiana, herein represented by Parish President, Natalie Robottom, through a duly passed ordinance of the St. John the Baptist Parish Council attached hereto and made a part of this Agreement, and the St. John Theatre, Inc. ("Lessee"), a non-profit corporation organized and doing business under the laws of the State of Louisiana and in accordance with its 501(c)(3) requirements, herein represented by its **Managing Director, Crystal C. Fauchaux**, through a duly passed corporate resolution of its Board of Directors, attached hereto and made a part of this Agreement, seeks to contractually bind these entities in the particular manners below, in efforts to accomplish the State Policed public purposes.

WITNESSETH:

WHEREAS, Article IV, Section A (13) of the St. John the Baptist Parish Home Rule Charter requires an ordinance when the Parish "conveys or leases or authorizes a conveyance or lease of immovable property"; and

WHEREAS, Ordinance Number **16-58**, authorizing the Parish President to execute a lease agreement with Lessee for Parish owned immovable property located at 115 W 4th Street, Reserve, Louisiana 70084 was duly passed by the Parish Council on January 10, 2017; and

WHEREAS, the mission of St. John Theatre, Inc. has been to offer each child and adult of the community the opportunity to participate in, or be a spectator of, a series of fine arts activities, the public benefit derived from this Agreement is sufficient justification for a non-competitive Agreement with this Lessee for an extended term and a rent amount that is below market value.

NOW THEREFORE, in accordance with, and in furtherance of the above-recited *Whereas* provisions, the Lessor and Lessee agree to bind themselves under the terms of this *Real Estate Lease Agreement*, as fully detailed below.

1. PROPERTY

The subject property bears municipal address 115 W 4th Street, Reserve, Louisiana 70084 and is commonly referred to as "The St. John Theatre", inclusive of the parking lot along West 4th Street, immediately north of the theatre.

2. TERM

This agreement shall be effective as of January 12, 2017 through January 12, 2027, for a total of ten (10) years with an option to renew the lease at the end of the 10-year term if agreed to by both parties.

3. RENT

Rent shall be comprised of money and services. Lessee agrees to pay \$1.00 per year until this Agreement is terminated in accordance with the terms herein, or through another lawful mechanism. Lessor shall tender certified funds in the amount of ten dollars (\$10.00) made payable to "St. John the Baptist Parish Government", with the memo section of the instrument indicating "Payment in full for St. John Theatre lease agreement." Lessee further agrees to make, at least, two (2) improvements per calendar year that enhance the overall economic value of the leased property. These improvements shall be of such kind that is common and significant in the live theatre industry. Lessee's physical absence from the property for any period exceeding sixty (60) consecutive calendar days shall be deemed as "abandonment of property."

4. LESSOR OBLIGATIONS

Lessor shall have the right to enter premises for the purposes of making repairs necessary for the preservation of the property.

5. DEFAULT

Lessee filing for relief in a United States District Bankruptcy Court, its abandonment of the property and/or its failure to fully comply with any term and /or condition of this lease agreement shall constitute a "Default", and subject Lessee to all remedies available to Lessor under the terms of this agreement and the laws of this state.

6. INDEMNITY CLAUSE

Lessee and/or the occupant(s) of the leased property do hereby hold harmless and indemnify Lessor, St. John the Baptist Parish, its agents, insureds, employees, successors and/or assigns, any and all losses, costs or damages associated with or related to any injury and/or damage to persons, property or otherwise that occurs on the leased property during the effective period this lease agreement. In accordance with this subsection, Lessee assumes full liability and responsibility to all parties claiming damages related to occurrences in and/or on the leased property, whether directly or indirectly, claimed or incurred by Lessee, its guests, trespassers, invitees and/or occupant (s) of the leased property.

7. GENERAL PROVISIONS

- a. Lessee shall furnish its own contents insurance and provide Workers Compensation for employees.
- b. Lessee shall maintain the liability insurance with a minimum of \$1,000,000.00 liability coverage per occurrence. Lessee shall cause the liability carrier to provide a copy of the Accord policy to the Lessor in accordance with subsection "7q" of this Agreement.
- c. The premises leased herein shall be used by Lessee for entertainment, educational, and civic purposes only: any other use shall not comply with the terms and conditions of this lease agreement.
- d. Lessee shall make all repairs necessary to keep the leased property in as good order as it is at that commencement of this lease. Such contemplated repairs will include minor repairs to the roof, flooring, lighting, glass and mirrors, seating and theatrical systems; lessee shall keep all toilets in good repair to conform to good sanitary conditions. Lessee shall make repairs to structural elements, as necessary, to preserve the historic integrity and quality of the building. The Governing Authority of the Parish shall provide written approval regarding the materials to be used and the specifications and scope of the repairs

should a particular repair project that does not involve the replacement of moveables exceed an estimated value \$2,500.00.

- e. The said premises and appurtenances, including the locks, keys, plumbing, and all other fixtures are accepted by the Lessee in their present condition, except for such repairs and improvements as are written into this lease. The Lessee agrees to pay for all utilities, and to comply at the Lessee's expense with all ordinances and laws, now existing or to be enacted, and at the termination of/or cancellation of this lease to return said premises broom clean and free from trash, and in like good order as received by actual delivery of the keys to Lessor or agent, the usual decay, wear and tear excepted.
- f. Lessee must provide thirty (30) days' notice to Lessor of its intention **not** to occupy the subject property. Said notice must be in writing and delivered by certified mail, postage prepaid to the address hereinafter indicated.
- g. Except for those improvements contemplated under subsection 3 of this lease agreement and movable trade fixtures, Lessee shall not make any additions or alterations whatsoever to the premises without written permission from the Lessor. All additions, alterations or improvements made by Lessee, with or without consent of Lessor, no matter how attached, shall remain the property of the Lessor, unless otherwise stipulated herein; Lessee expressly waiving all rights to compensation therefore.
- h. At the expiration of this lease, or its termination for any other cause(s), Lessee expressly waives all legally mandated notice requirements, all legal delays and hereby confesses judgment in favor of Lessor, with all costs and fees associated with Lessee's eviction and/or removal from the leased property, placing Lessor in possession of the leased property. Said confession of judgment shall be executed within seventy-two (72) hours from the date Lessor causes delivery thereof to be made to Lessee. Lessee shall cause delivery of the original, executed confession of judgment within twenty-four (24) hours of execution. Should Lessor allow or permit Lessee to remain on the premises after the expiration, or termination of this lease for any other cause(s), shall not be construed as a reconduction of this lease or waiver of any rights available to Lessor under Louisiana law and/or the terms of this lease agreement.
- i. Lessee is obligated to put nothing in the leased premises nor to do anything which would forfeit the insurance, and should any installation made or action taken by Lessee, whether authorized or unauthorized under this lease, increase the rate of insurance on the building or contents as fixed by the Louisiana Fire Prevention Bureau, or any similar institution, the Lessee is obligated to pay such increased rate of insurance on building and all contents.
- j. Lessee is authorized to enter into and execute an agreement to sublease, grant use and/or possession of the leased property after passage of at least seventy-two (72) hours from receipt of proper notification of the prospective agreement to the Parish. Said notification shall include, but not limited to the following information:
 - 1. Name, address, telephone number and email address of the prospective party(ies) to the agreement.
 - 2. Copy of the agreement Lessee intends to execute, and any subsequent amendments and/or modifications thereto;
 - 3. All addenda and required supporting documentations; and
 - 4. Any additional information requested by the Parish.
- k. Any agreement to sub-lease or grant use and/or possession of the leased property shall include the following clause: "By majority vote of the St. John the Baptist Parish Council, and its sole discretion, this agreement may be terminated for good cause." In addition, any agreement to sub-lease or grant use and/or possession of the leased property shall include a requirement that grantee and/or sub-lessor to obtain and maintain a liability insurance policy minimum of \$1,000,000 for each performance subject to the agreement. For good cause, and by majority vote of the St. John the Baptist Parish Council, the Parish may withdraw said authorization discussed in subsection "7J", and/or require termination of any agreement at any time prior to its contemplated expiration date within two (2) weeks of the date of receipt of proper notification of the prospective agreement to the Parish."

- i. For purposes of eviction, Lessee remains responsible for all damages or losses suffered by Lessor, Lessee hereby assenting thereto and does **not expressly waive** the legal notices to vacate the premises. Should an agent or attorney be employed to give special attention to the enforcement or protection of any claim of Lessor or Lessee, arising from this lease, losing party shall pay, as fees and compensation to such agent or attorney, an additional sum of Twenty-five (25%) per cent of the amount of such claim, the minimum fee, however, to be \$250.00, or if the claim be not for money, then such sum as will constitute a reasonable fee, together with costs, charges and expenses.
- m. Should Lessee at any time use the leased premises or any portion thereof for any illegal or unlawful purpose, or commit, or permit, or tolerate the commission therein of any act made punishable by fine or imprisonment under the laws of the United States, State of Louisiana, or any ordinance of the City or Parish, the remedies set forth in the preceding paragraph shall be available to Lessor immediately without necessity of giving any written notice or any other notice to Lessee.
- n. Failure to strictly and promptly enforce these conditions shall not be construed as a waiver of Lessor's rights, Lessor expressly reserving the right to always enforce prompt payment of rent or to cancel this lease, regardless of any indulgencies or extensions previously granted. The receiving by Lessor, or Lessor's representatives, of any rent in arrears, or after notice of any lawsuit for possession, or for cancellation of this lease, will not be considered as a waiver of such notice or lawsuit, or of any of the rights of Lessor.
- o. If through no fault, neglect, or design of Lessee, the premises are destroyed by fire or other casualty or damaged to such an extent as to render them wholly unfit for occupancy, then this lease shall be cancelled. If, however, the premises can be repaired within 90 days from the date of fire or casualty, then this lease shall not be cancelled, and Lessor shall notify Lessee within thirty (30) days from the date of fire or casualty that Lessor will repair the damages and Lessee shall be entitled only to such a reduction or remission of rent as shall be just and proportionate.
- p. All notices required to be given under the terms of this lease shall be in writing and by certified mail addressed to Lessor at **1801 W. Airline Highway, Laplace, Louisiana 70068** or to Lessee at **115 W 4th St., Reserve, Louisiana 70084** and such mailing shall constitute full proof of and compliance with the requirement of notice, regardless whether addressee receives such notice or not. Further, that should any legal proceeding begin as a result of this lease or any action arising from the occupancy of the property by Lessee, that service will be sufficient if properly served to any person at the address listed, provided that such person is at least eighteen years of age.
- q. All communications and notices required to be given under the terms of this lease shall be in writing and sent via U.S. Certified Mail addressed to Lessor at **1801 W. Airline Highway, Laplace, Louisiana 70068** or to Lessee at **PO Box 188, Reserve, Louisiana 70084**, and such mailing shall constitute full proof of and compliance with the requirement of notice, regardless whether addressee receives such notice or not. Further, that should any legal proceeding(s) commence under any term or condition of this lease or any action and/or claim arising from the occupancy of the property by Lessee, service shall be sufficient if properly served to any person at the address listed, provided that such person is at least eighteen years of age. This subsection **shall not** be applicable to subsections "7j", which information required therein shall be submitted to the Lessor via electronic mail to **(j.stewart@stjohn-la.gov)** **nor shall** this subsection be applicable to subsection "7k", which copy of the motion and votes cast shall be submitted to the Lessee via electronic mail to **(stjohntheatre@gmail.com)**.

Signed this 7th day of April 2017 in Laplace, Louisiana.

Witnesses:

Jean Stewart
Print Name: Jean Stewart

Natalie Robottom
St. John the Baptist Parish Governing Authority
By: Natalie Robottom, Parish President
Lessor

Kennilyn Schmill
Print Name: Kennilyn Schmill

Crystal C. Fauchoux
St. John Theatre, Inc.
By: Crystal C. Fauchoux, Managing Director
Lessee

[Signature]
Notary

RESOLUTION OF BOARD OF DIRECTORS OF ST. JOHN THEATER

IT IS RESOLVED, that the Board of Directors of the St. John Theatre, as evidenced by the attached minutes of a regularly scheduled meeting of the Board, authorizes and empowers the Managing Director of the St. John Theatre, **Crystal Faucheux**, in the name and on behalf of the Board, to execute and deliver to the governing authority of St. John the Baptist Parish (hereinafter called "Parish"), in the form required by the Parish, the following:

A rental agreement or lease for the use and occupancy of the land and building, owned by the Parish, located at 115 West Fourth Street, Reserve, Louisiana.

Certified by the Secretary, and member, of the Board of Directors of the St. John Theatre in St. John the Baptist Parish, Louisiana, on this 23 day of February 2017.



Debbie Stricks
Secretary

Ref. Ord. 16-58

Don't Drink And Drive

L **PERSONAL DRIVER'S LICENSE**

MEMBER NO	CLASS	EXPIRATION DATE
123456		10-10-2017

REGISTRATION NO. 123456789

ISSUING OFFICE: **FAUCONIER, CRYSTAL**
ADDRESS: **12345 ST. LAFAYETTE, LA 70501**

SEX: **M** HEIGHT: **5'10"** HAIR: **B** EYES: **B**



ST. JOHN THE BAPTIST PARISH COUNCIL
STATE OF LOUISIANA

ORDINANCE
16-58

Mrs. Robottom introduced the following ordinance.
Mrs. Remondet proposes and Mr. Perrilloux seconds the following ordinance:

An ordinance authorization the Parish President to execute an Act of Lease with the St. John Theatre, Inc., a non-profit, for a period of 10 years, for an annual payment of \$1.00 per year with St. John Theatre paying the liability insurance for the building. This lease will hold the Parish Council harmless from any and all claims by or liability to third persons. Such lease agreement will be executed and approved by legal counsel.

Unless specified, this ordinance becomes effective five (5) days after publication in the Official Journal.

The above ordinance having been submitted to a vote; the vote thereon was as follows:

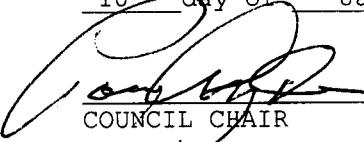
YEAS: Sorapuru, Becnel, Remondet, Madere, Snyder, Wright, Perrilloux, Pannu, Hotard

NAYS: None

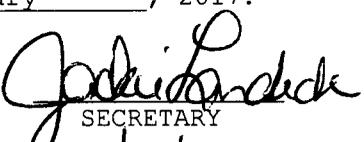
ABSENT: None

ABSTAINING: None

The result of the vote on the ordinance was 9 **YEAS**, 0 **NAYS**,
0 **ABSENT** and 0 **ABSTAINING** and this ordinance was declared adopted on the
10th day of January, 2017.


COUNCIL CHAIR

1/13/17
Date signed

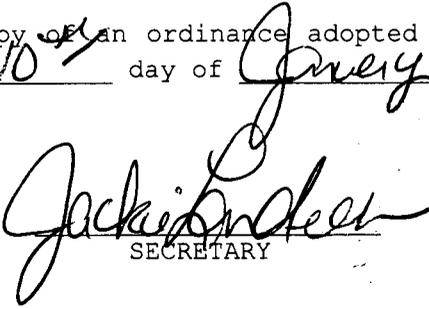

SECRETARY

1/11/17
Date signed


PARISH PRESIDENT

1/11/17
Date signed

CERTIFIED, to be a true and correct copy of an ordinance adopted by the St. John the Baptist Parish Council on the 10th day of January, 2017.


SECRETARY