

NAME: _____ PIER: _____ SLIP: _____

**RETURN PAGES: 1, 2, 9,10,13,14 & 15
WITH
CURRENT BOAT REGISTRATION AND
PHOTO IDENTIFICATION
AND
INSURANCE CERTIFICATE AND
ADDITIONAL INSURED
INCOMPLETE LEASES WILL NOT BE ACCEPTED**

Page 2- Paragraph 1 fill in your name, date, the pier & slip number.

Page 9 – Sign and date your lease.

Page 10 - Administrative Information fill out completely.

Page 13 – Sign and date the Rules & Regulations agreement.

Page 14- Complete and sign the Live aboard Affidavit.

Page 15 – Complete and sign the Credit Card / Check Debit form. You will be charged a \$50.00 late fee if your credit card declines or bank draft is rejected or returned.

Attach a copy of your vessel registration. Boats must be registered with Wildlife & Fisheries or USCG.

Attach a copy of your boat insurance- \$300,000 liability insurance required, with the Non-Flood Protection Asset Management Authority and Orleans Levee District named as additional insured / additional interest and a Waiver of Subrogation. **Please use 6701 Stars and Stripes Blvd. N.O. 70126 as the mailing address**

Attach a copy proof of wreckage/salvage removal (Comprehensive & Collision) Insurance.

Attach a copy of your a photo Id - Drivers License or Passport.

Please call Joy at (504) 245-3152, if you have any questions.

PLEASE DROP OFF THE LEASE WITH ORIGINAL SIGNATURES TO THE MARINA OFFICE DURING NORMAL BUSINESS HOURS, Monday thru Friday 8:00 AM – 4:30 PM:

**STATE OF LOUISIANA
PARISH OF ORLEANS**

Date: ____/____/____

**LEASE OF BOAT SLIP IN THE SOUTH SHORE
HARBOR MARINA BY
THE NON-FLOOD PROTECTION ASSET
MANAGEMENT AUTHORITY**

This Lease Agreement is made on the date first inscribed above, by and between the Non Flood Protection Asset Management Authority hereinafter sometimes referred to as "LESSOR," appearing herein through, its duly authorized Executive Director, Jesse D. Noel, and _____, an 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 designated as Pier # _____ Slip # _____ in South Shore Harbor Marina under the following terms and conditions.

1. TERM

This Lease is for a term of (1) year to coincide with the current Fiscal Year Business Cycle of LESSOR, which begins on July 1, 2017 and terminates on June 30, 2018.

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.

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 _____ (insert slip length)

LESSEE covenants and agrees to pay LESSOR an annual rental of \$_____ plus an

annual surcharge equal to 10% of \$_____ (Total \$_____) to be assessed follows: (1) the annual 10% surcharge fee shall only be used for capital improvements and major maintenance at South Shore Harbor 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 of \$_____, 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 bank draft, electronic transfer or through the following named credit cards: VISA and MASTERCARD. LESSOR will not accept rental payments in cash or by check. 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. 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. 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 provided that LESSEE has complied with all of its obligations, LESSOR will return the remainder of the Security Deposit to LESSEE.

5. SUBLEASE AND ASSIGNMENT

LESSEE may not sublease, transfer 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 transfer fee equal to one quarterly rental payment due under this Lease.

6. 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 hazards by LESSOR.

7. 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. South Shore Harbor Marina accommodates pleasure vessels only.

- a. Each live aboard vessel is required to be moored in an electrically metered slip.
- b. 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.
- c. All live aboard vessels shall have a holding tank(s) or a marine sanitation device(s) in compliance with marine regulations and policies.
- d. Live boards 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.

- e. The LESSEE agrees to inform the LESSOR of any actual or planned live aboard period as defined by LESSOR policy.
- f. 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.
- g. 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.
- h. Persons living aboard agree to accept existing facilities as they are when they originally register as live aboards.
- i. 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.
- j. All live aboard vessels shall comply with LESSOR regulations and policies and Local, State and Federal laws.
- k. Only two vehicles may be parked on the LESSOR premises for each live aboard vessel and must be kept in operational condition at all times. The vehicle shall display a compliant Marina tag/decal, which shall be placed on the upper driver's side windshield.

8. 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.

9. 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, walks, 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 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 on a daily basis 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.

10. 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.

11. 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 any and all financial obligations incurred as a result 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.

12. 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.

13. 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 quarters rental 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 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).

14. LESSEE'S INSURANCE OBLIGATIONS

LESSEE shall furnish LESSOR, at LESSEE's expense, with a policy or policies of Public Liability and Property Damage 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 NON-FLOOD PROTECTION ASSET 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 in particular, 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 South Shore Harbor Marina or to the structure thereof. LESSOR assumes no responsibility for the safety of any vessel docked at South Shore Harbor 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 of 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/her boat 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 any and 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.

LESSEE agrees to pay as additional rent a quarterly assessment for his/her prorated share of the increased cost from fiscal year 2013-14 of the Marina's Comprehensive General Liability and Marina Operator's Legal Liability Insurance paid by Lessor.

15. 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.

16. 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.

17. 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.

18. FIRES, FUELING AND DANGEROUS CONDITIONS

A. The use of charcoal burners, 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, 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.

19. 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. In order 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 X~~ Title XI of the Louisiana Code of Civil Procedure.

20. LESSOR RULES

LESSEE specifically agrees to abide by the Rules and Regulations for the Administration and Operation of

South Shore Harbor 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.

21. 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 insure payment of rental or daily rental imposed or other costs incurred.

22. 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 as indicated in the ADMINISTRATIVE INFORMATION SHEETS attached hereto as Attachment "II." Administrative Information sheet must be kept current. All forms must be typed. 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.

23. 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.

24. PERMANENT ANCHOR

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

25. VESSEL REGISTRATION

The LESSEE shall register the boat/vessel with the United States Coast Guard, Louisiana Wildlife and Fisheries or other state as required by the laws of that state, 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.

26. 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.

27. VACANCY OF SLIP OR BERTH

In the event LESSEE vacates the slip or berth for a period of time exceeding three (3) days, LESSEE agrees and covenants to notify LESSOR through the LESSOR Manager not less than twenty four (24) hours prior to such vacancy. In such event, LESSOR reserves the right to use and charge rent for said slip or berth during the vacancy without compensation or remission of rent, to the LESSEE. It is specifically agreed by the parties, and LESSEE authorizes LESSOR full and unrestricted use of electricity during such absences. All charges for electricity shall be pro-rated between the LESSOR and LESSEE in proportion to their respective usage during the vacancy.

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 OF LEASE

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. Should LESSEE desire to transfer to another slip or exchange slips with another LESSEE, a Slip Transfer Fee in the amount of Two Hundred Dollars (\$200.00) will be assessed. In either event, such

fees are due and owing on the day and time that such transfers and cancellations are granted.

LESSEE agrees that it **shall not be entitled to cancel** this Lease without first having provided thirty (30) days written notice to the LESSOR. In the event that the 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 for the remaining term of the Lease.**

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 of 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.

36. MARINA FEES AND CHARGES

In addition to the Slip Rental Fee and the Pro Rata Insurance discussed in Paragraph 14, LESSEE agrees to pay, as additional rent, a quarterly assessment for his/her prorated share of the increase in the New Orleans Sewerage & Water Board bill paid by Lessor which exceeds the average monthly charges for the year ending December 31, 2012.

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. SPECIAL EVENTS AND OTHER COMMERCIAL FUNCTIONS

Lessee acknowledges that Lessor may from time to time Sanction special events and other commercial functions in and near the marina during the term of this Lease, which may include, and shall not be limited to, filming, athletic events, and music concerts, and there shall be a theme park at South Shore Harbor that may be open 7 days a week until 10:00 p.m. Lessee further acknowledges that certain levels of noise and activity will be associated with these functions and Lessor agrees that these special event activities, the theme park and the noise incidental to these events and operations shall not be grounds for cancellation of this Lease and shall not be a breach of the warranty of peaceable possession by Lessor.

IN WITNESS WHEREOF, this Lease has been executed by the parties at New Orleans, Louisiana, on the _____ day of _____, 201__.

LESSEE:

Signature

Print Name

Print Address

City State Zip

Last four digits of credit card or checking account used

Lessor:

Signature

**Jesse D. Noel
Executive Director
Non-Flood Protection Asset Management
Authority**

ATTACHMENT 1
SOUTH SHORE HARBOR MARINA
Please use PDF when completing this form

Picture Id is required: Driver's License, State ID or Passport

Pier: _____ Slip: _____

Lease Commencement Date: _____ Lease Expiration Date: June 30, 2018

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 Name: _____

Address: _____ City: _____ State: _____

Zip: _____ Home Phone: _____ Office #: _____ Cell: _____

Emergency Contacts: (please list two contact other than your spouse)

Name: _____ Phone: _____ Cell: _____

Name: _____ Phone: _____ Cell: _____

Boat Information:

Boat Name: _____ Boat Make: _____ Year: _____

Boat Type (POWER OR SAIL): _____ Length _____ Beam _____ Draft _____

Hull #: _____ Registration#: _____

Document/Registration Expiration Date: _____

Description of Boat: _____

Boat Captain or Agent: _____ Captain Telephone#: _____

Insurance Company: _____ Policy #: _____ Exp Date: _____

Liability Coverage Amount: \$ _____ Salvage Coverage Amount \$ _____

Agent Name: _____ Business Address: _____

City: _____ State: _____ Zip: _____ Agent Telephone #: _____

Lien/Mortgage Holder: _____ Lien Holder Telephone#: _____

Lien Holder Address: _____ City: _____ State: _____ Zip: _____

South Shore Harbor Gate Card # _____, _____

Parking Permit Numbers: _____, _____

Vehicle License Number _____ Make _____ Model _____ Year _____

**ATTACHMENT II
RULES AND REGULATIONS FOR THE
ADMINISTRATION AND OPERATION OF
SOUTH SHORE HARBOR MARINA**

1. **GOVERNANCE:** Any person utilizing the waters designated as South Shore Harbor Marina shall be governed by and subject to these Rules and Regulations.
2. **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 be responsible for the proper securing of his/her boat/vessel at all times.
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 be more than two (2) years old and be of the proper size and type. 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 South Shore Harbor 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 as a result of pollution. The NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY has the authority to make such rules as are deemed necessary to insure legal compliance with all federal, state and local environmental regulations. Further, that the boat LESSEE is responsible for any and 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.

d. 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.

e. 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.

f. Oil recycling containers are provided by the LESSOR for oil, including diesel fuel, gasoline and oil filters.

6. **PETS:** No unattended pets are allowed on the pier and/or catwalk areas. Dogs must be

leashed at all times while on the LESSOR grounds and tenants are responsible for picking up after their pets. Pets are limited to one pet per boat. Pets must be under the direct supervision of an adult at all times. 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 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.
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 located in such a manner that they cannot cause tripping or other safety hazards to persons passing by. 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 make Adjustments 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:** No vehicle shall remain parked in the LESSOR parking area in excess of 72 hours without permission of the Harbor Master. Any vehicle in violation shall be subject to Impoundment 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, 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 be kept clear at all times. 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 as a result 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, in order 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) day's 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 CODE OR CARDS:** South Shore Harbor shall issue tenants, one Parking 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 remain the property of LESSOR at all times, 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. A new access code will be programmed for the LESSEE at their request for a fee of \$50.00
20. **RESTROOMS:** Tenants are responsible for their guest using the Marina restrooms. Restrooms are to be kept clean and neat at all times. Each tenant will have an access code to use the restrooms.
21. **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.
22. **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.

23. **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.

24. **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 addition Rules and Regulations for the Marina may during the term of this Lease and acknowledges that a violation of these Rules a& Regulations shall be grounds for the immediate termination of this Lease Agreement.

New Orleans, Louisiana, this _____ day of _____, 2018.

TENANT/LESSEE

LIVE ABOARD AFFIDAVIT

If any of the requirements as outlined in #7 LIVE ABOARD POLICY are not met, the approved Live aboard Dockage Affidavit Agreement and Contract will become immediately null and void. Vessel will be required to depart immediately upon depletion of pre-paid rental and refund.

Check the correct box that indicate your status: Live aboard Non-Live aboard (if no skip and go to next page)

Titled Vessel LESSEE/Occupant: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____ Cell Phone #: _____

E-Mail Address: _____

Person(s) Living Aboard: _____

Vehicle(s) LP#: _____ Make/Model/Year: _____

Boat Make: _____ Vessel Name: _____

Length over all: _____ Beam: _____ Draft: _____

Type: Power Sail Gas Diesel Electrical Needed: _____ amps

Survey of LESSOR sanitation device provided: _____ dated _____ (within one year)

Liability Insurance Policy #: _____ Exp Date: _____

This Agreement is made this _____ day of _____ and between the NON-FLOOD PROTECTION ASSET MANAGEMENT AUTHORITY hereinafter referred to as LESSOR, duly authorized Executive Director, Jesse D. Noel, and _____ and individual, or entity appearing through its duly authorized officer or manager, as set forth and referred to as LESSEE for the use of dockage space to live aboard.

SIGNED: _____ SLIP# _____

PRINT NAME: _____ DATE: _____

APPROVED: _____ day of _____, _____ by: _____
HARBORMASTER



AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

Credit card and checking account information is not kept in the Marina Office

CREDIT/DEBIT CARD PAYMENT

VISA OR MASTERCARD ONLY

I authorize Orleans Marina / South Shore Harbor Marina Or The Non-Flood Protection Asset Management Authority to charge all fees incurred to the credit card account indicated below. I understand that I will be charged a late fee, if the credit card is declined for any reason.

Credit Card No. _____ Exp Date _____

Name on Credit Card _____

Address for Credit Card _____

City _____ State _____ Zip _____

Date _____ Signature _____

**CHECK PAYMENT
ACH DEBITS**

I (we) hereby authorize Orleans/South Shore Harbor Marina or Or The Non-Flood Protection Asset Management Authority to initiate debit entries to my (our) CHECKING ACCOUNT indicated below, and the depository named below to debit the same to such account. I authorize Orleans Marina or South Shore Harbor Marina to charge all fees incurred to the checking account indicated below. I understand that I will be charged a late fee, if my check is declined for any reason.

Account Name _____

Bank Name _____ Branch _____

City _____ State _____ Zip _____

Routing / ABA # _____ Account No. _____

Date _____ Signature _____

*** Please provide a voided check if choosing this form of payment***

Rev050316/cd