

*New Orleans Municipal Yacht  
Harbor Management Corporation*

**SLIP LEASE AGREEMENT**

This Slip Lease Agreement (herein "Agreement") is entered into on the \_\_\_\_ day of \_\_\_\_\_, 2009 by and between the New Orleans Municipal Yacht Harbor Corporation ("MYHMC"), a public benefit corporation of the City of New Orleans and the following listed individual(s) (whether one or more, hereinafter "Tenant"):

Name: \_\_\_\_\_  
Address of Primary Residence: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Business Address: \_\_\_\_\_  
Which Address to Use For Notice: \_\_\_\_\_  
Social Security Number: \_\_\_\_\_  
Home Telephone: \_\_\_\_\_  
Cellular Telephone: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Emergency Contact #1: \_\_\_\_\_  
Emergency Contact #2: \_\_\_\_\_

**MORE THAN ONE INDIVIDUAL AS THE "TENANT":** In the event that more than one individual will be the Tenant under this Agreement, any individual(s) beyond the one designated above shall furnish name(s) and contact information in the form above on a sheet to be attached to this Agreement as Attachment "A." It is agreed by all such individuals identified on any Attachment "A" that invoices and notices pursuant to this Agreement may be sent to the individual identified above on behalf of all individuals who are the Tenant under this Agreement. Tenant shall have sole responsibility for notifying MYHMC, in writing, that any of the contact information stated above has changed. Each individual who is one of the Tenants shall be responsible, in full, for all obligations under this Agreement, including without limitation all financial obligations, not simply for a proportional share.

**VESSEL:** This Agreement allows the Tenant to utilize the Leased Premises, as defined herein, solely for the purpose of mooring the following vessel (hereinafter the "Vessel"):

Name of Vessel: \_\_\_\_\_  
Federal or State Registration Number: \_\_\_\_\_  
Length Overall: \_\_\_\_\_  
Beam: \_\_\_\_\_  
Draft: \_\_\_\_\_  
Type of Vessel: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_  
Year of Construction: \_\_\_\_\_  
Fuel Type: \_\_\_\_\_

Hull Number: \_\_\_\_\_  
Lien/Mortgage Holder: \_\_\_\_\_

**REPLACEMENT VESSEL:** In the event that Tenant shall sell the Vessel and wish to substitute in its place another vessel (hereinafter the "Replacement Vessel"), then Tenant must give MYHMC written notice of the sale within thirty (30) days after the said sale of the Vessel and then, within sixty (60) days after the said sale give MYHMC written notice as to the name and description (same information as above) of the Replacement Vessel, together with the Louisiana state registration or federal documentation for the Replacement Vessel. Ownership as to the Replacement Vessel must be the same as to the Vessel. If ownership differs or if the notices required by this provision are not timely delivered to MYHMC, this Agreement shall terminate automatically and without notice from MYHMC thirty one (31) days after the sale of the Vessel. MYHMC, in its sole discretion, reserves the right to determine whether such Replacement Vessel is of a size appropriate to the assigned slip. If MYHMC determines that the Replacement Vessel is not of a size appropriate to the assigned slip, MYHMC may terminate this Agreement and, if Tenant wishes, place Tenant on any waiting list for slips, if such a list is maintained by MYHMC at that time.

**LEASED PREMISES:** The leased premises pursuant to this Agreement (herein "Leased Premises") shall be that space in the waters of the Municipal Yacht Harbor designated as Slip Number \_\_\_\_\_. This Agreement affords the Tenant the right to utilize the finger piers and piers necessary for ingress and egress to said slip and to secure the vessel subject to this Agreement in a reasonable fashion to the pilings and cleats associated with that slip. Tenant shall have no right to construct or place any structure on the finger piers or piers, including without limitation a dock box or other storage container.

**DAMAGE CAUSED BY TENANT:** If Tenant causes any damage to the property of MYHMC and/or the City of New Orleans, Tenant agrees to reimburse MYHMC for all necessary repairs and replacements within thirty (30) days after an invoice for those amounts is sent to Tenant at the address stated herein or as changed in accord herewith.

**LEASE TERM:** The term of this Agreement (hereinafter "Lease Term") shall be for the period commencing March 15, 2009, and ending on the 14th day of March, 2010.

**LEASE RENTAL PAYMENT AMOUNT:** The annual lease rental for the Lease Term (hereinafter "Rent") shall be \$25.00 times the length overall (hereinafter "LOA") of the Vessel or Replacement Vessel. The LOA shall be determined by the Louisiana state registration or the federal documentation and that is the LOA to be entered hereon in the section titled "Vessel."

**LEASE RENTAL PAYMENT DUE DATES:** Rent may be paid for the full Lease Term, if selected, on or before March 1, 2009 or the Rent may be paid in two installments, one due on March 1, 2009 and the second due on July 15, 2009, each for 50% of the total Rent.

**LATE FEE AND INTEREST:** A 20% late fee (herein "Late Fee") shall be charged on the outstanding account balance for any amounts due as of the close of business on each due date. Thereafter, interest shall accrue at a rate of 5% per annum on both overdue Rent and on any Late Fee, which amount (the total of Rent, Late Fees and interest) shall be compounded annually until all of the outstanding Rent, Late Fees and interest as compounded, shall have been paid.

**MYHMC ADDRESS FOR LEASE PAYMENTS & NOTICES:** Payments of all types (Rent, Late Fees, interest and other charges) and all notices to MYHMC required by this Agreement shall be mailed or delivered to the Director of the Department of Property Management, Room 5W08, 1300 Perdido Street, New Orleans, Louisiana, 70112 marked “Attention: President, New Orleans Municipal Yacht Harbor Management Corporation.”

**RENT, LATE FEE AND INTEREST DEFAULT:** Should Tenant fail to pay the Rent and/or Late Fees and/or interest promptly and in full when due, MYHMC shall have the right to terminate this Agreement upon giving written notice, addressed to Tenant at the address set forth above or as changed in accord with the terms hereof, setting forth the cause for which said Agreement is to be terminated. Tenant shall have fifteen (15) days from the date said notice is mailed to make full payment of all Rent, Late Fees and/or interest that are due.

Tenant’s failure to so remedy the condition set forth in said notice shall cause this Agreement to be terminated automatically, without further notice to Tenant and without further steps being taken by MYHMC.

**CONDITION OF THE MARINA:** Tenant acknowledges that the Municipal Yacht Harbor was substantially damaged by Hurricanes Katrina and Rita and that the temporary safety repairs made to the West Pier, where Tenant’s assigned slip is located, are both partial and temporary in nature. Tenant agrees to exercise heightened care in proceeding about on the pier and finger piers, to instruct Tenant’s invitees to do the same and to notify MYHMC in writing of any hazards Tenant and/or Tenant’s invitees observe.

**USE OF 110 VOLT POWER:** Due to the temporary nature of repairs being made to the West Pier, shore power will not be available. Some limited 110 Volt power outlets will be installed on the piers. Those are not for use in connecting to the equipment (including battery chargers) on the Vessel, Replacement Vessel or any other vessel except for short and temporary periods of a few hours at a time and then only if done in a safe fashion. Instead, the outlets are there for common use on the piers for such things as small power tools used in repairs otherwise allowed by this Agreement.

**MARINA CONSTRUCTION AND DREDGING:** Tenant acknowledges that Municipal Yacht Harbor is in a situation where major dredging, repairs and rebuilding can be anticipated during the Lease Term and that it is not known at this time how that will affect the slip assigned to Tenant. Tenant further acknowledges that decisions as to what is necessary as to occupancy of that slip shall be solely at the discretion of MYHMC. In the event MYHMC determines that it is necessary for Tenant’s Vessel or Replacement Vessel to vacate the slip and move to another slip in the harbor for all or a portion of the remaining Lease Term, Tenant, within fifteen (15) days after notice is sent to Tenant (at the address stated on page one of this Agreement or as such address is changed pursuant to this Agreement), shall either (a) move to that other slip or (b) remove the Vessel or Replacement Vessel from the Municipal Yacht Harbor and notify MYHMC in writing, thus terminating this Agreement, with a return of prorated Rent. In the event MYHMC determines that it is necessary to terminate this Agreement and for the Tenant to remove Tenant’s Vessel or Replacement Vessel from the Municipal Yacht Harbor, Tenant agrees to remove Tenant’s Vessel or Replacement Vessel from the Municipal Yacht Harbor within

fifteen (15) days after MYHMC sends such notice to Tenant; Tenant thereafter shall be entitled to a return of prorated Rent.

**TOWING REIMBURSEMENT, HOLD HARMLESS AND INDEMNITY:** In the event that Tenant fails to fully comply with the provisions of the section of this Agreement titled Marina Construction and Dredging within the time periods specified therein then: (1) Tenant hereby gives Tenant's consent to MYHMC, the City of New Orleans and the Constable of the City of New Orleans to have the vessel towed to a location to be determined in the sole discretion of MYHMC; and (2) Tenant agrees to hold harmless, indemnify and defend MYHMC, the City of New Orleans, the Constable of the City of New Orleans, the towing company employed by any of them and the employees of that towing company, with respect to any damage to the vessel occasioned during the process of removing the vessel from the slip, towing the vessel or mooring the vessel at the alternative location and with respect to any damage to the vessel, after it is moved to such an alternative location, resulting from any cause whatsoever, including without limitation, any damage occasioned by the nature of the alternative location and/or the manner in which the vessel is secured there.

**NOTICE OF PRIVILEGE:** A marina owner (MYHMC in this instance) has a privilege on property (the Vessel or Replacement Vessel in this instance) stored at that marina for rent, labor or other charges and for expenses reasonably incurred in the sale of that property under the provisions of La. R.S. 9:4782. Upon Tenant's failure to pay the Rent, any Late Fees and interest for a period of more than one hundred eighty (180) days, MYHMC may enforce a privilege by selling the stored property at a commercially reasonable public sale for cash, subject to "Notice of Privilege" as stipulated in La. R.S. 9:4780 through 4785, the "Marina and Boatyard Storage Act."

**SUB-LEASING:** Tenant shall not sublease, transfer or assign any portion of the rights, privileges, or obligations of this Agreement to any other person or entity. Specifically, and without limitation to the generality of this provision, Tenant acknowledges that the rights to use of the slip under this Agreement may not be passed by Tenant to any new owner(s) of the Vessel or Replacement Vessel in the event the Vessel or Replacement Vessel is transferred.

**TITLE TO LEASED PROPERTY AND/OR LEASEHOLD IMPROVEMENTS:** MYHMC does not warrant title to the Leased Premises. At the commencement of this Agreement all improvements located on or about the Leased Premises belong to MYHMC and MYHMC reserves the right to remove and/or alter the Leased Premises as MYHMC deems necessary, in its sole discretion, during the Lease Term.

**LEASEHOLD IMPROVEMENTS:** Tenant understands that any and all improvements in or about the Leased Premises must have prior written authorization from the Board of MYHMC. At the commencement of, during the Lease Term, and upon expiration, and/or termination of this Agreement, the title to any and all improvements placed on or about the Leased Premises by Tenant are and shall remain vested in MYHMC.

**RULES AND REGULATIONS:** MYHMC may establish and amend rules and regulations concerning the use of an behavior in the Municipal Yacht Harbor, including without limitation the boat mooring area within the Lease Premises (herein the "Harbor Rules and Regulations"). A copy of the Harbor Rules and Regulations shall be maintained and posted in the office of

MYHMC. Tenant, together with all of Tenant's invitees, shall comply with all such Harbor Rules and Regulations. A violation of any of the Harbor Rules and Regulations by Tenant or any invitee of Tenant shall be a breach of this Agreement by Tenant. Tenant acknowledges receipt of the Harbor Rules and Regulations in force at the time of the signing of this Agreement. Any amendments to the Harbor Rules and Regulations shall be made by the Board of Directors of MYHMC, after posting notice of the proposal to amend fourteen (14) or more days in advance in the same fashion, MYHMC's Board of Directors utilizes to publish notice of the meeting at which it votes on the amendment. Any amendment shall become effective when approved by the Board of Directors of MYHMC and a courtesy copy of the amendment will be mailed to the Tenant.

Tenant further agrees to comply with all Federal and State Statutes, and all ordinances of the City of New Orleans, and particularly any ordinance, or ordinances, relating to the use of the Municipal Yacht Harbor.

Failure to comply with any of such Harbor Rules, Regulations, Statutes, Laws or Ordinances shall constitute a default hereunder. As to any Harbor Rules and Regulations identified therein as "Hazardous Behavior," MYHMC may terminate this Agreement without any prior notice or opportunity to remedy or cure.

**VESSEL DOCUMENTATION AND, IF APPLICABLE, REGISTRATION:** Tenant agrees to maintain such vessel registration and documentation as is required by law as to the Vessel or Replacement Vessel, and to provide to MYHMC proof of U.S. documentation and/or, as applicable, a current Louisiana state registration certificate.

**INSURANCE:** Tenant agrees to maintain in full force and effect at the sole cost of Tenant the insurance described in this provision, which insurance at all times shall be placed with a B+ or better rated insurance company. The insurance so maintained by Tenant shall be public liability and property insurance in the form of a marine hull insurance policy covering the replacement cost of the Vessel or Replacement Vessel and liability to third parties for damage, injury or death, also including coverage for pollution and wreck removal (in the form of P&I and hull coverage, or equivalent acceptable to MYHMC). The liability limits of such insurance shall be no less than \$500,000 per occurrence. The policy of insurance must include New Orleans Municipal Yacht Harbor Management Corporation ("MYHMC") and the City of New Orleans as additional insureds and as additional loss payees. Tenant shall be responsible for all deductibles under all circumstances. The policy must provide for thirty (30) days written notice to MYHMC and the City of New Orleans in advance of any cancellation or termination of the policy. The policy shall provide that the insurer waives subrogation against MYHMC and the City of New Orleans. The policy shall provide that it is primary for all assureds, including additional insureds, as to any insurance that might otherwise be called upon to contribute in any fashion. Prior to the execution of this Agreement, Tenant must provide to MYHMC a certificate of insurance and declarations page demonstrating that all coverage required by this provision is in place. Thereafter, Tenant shall be responsible, without further notice from MYHMC, to furnish MYHMC with a replacement certificate of insurance no less than thirty (30) days prior to the expiration of any such policy, a certificate of insurance as to a Replacement Vessel within sixty (60) days after the sale of the Vessel (and, in any event, before a Replacement Vessel is placed in the slip subject to this Agreement), which certificate shall demonstrate that the coverage required

by this provision is in place; and any failure by Tenant to comply with this requirement within the time limit provided shall be grounds for MYHMC to immediately terminate this Agreement, without prior notice or opportunity to remedy or cure.

**INDEMNIFICATION:** It is further particularly agreed and understood that neither the City of New Orleans nor the New Orleans Municipal Yacht Harbor Management Corporation, their respective Board of Directors, Officers, collectively or individually, their agents, and/or employees, shall be liable for any damage, loss, destruction, or deterioration of or to any vessel moored in said Leased Premises, from any causes whatsoever, and Tenant also agrees that neither the City of New Orleans nor New Orleans Municipal Yacht Harbor Management Corporation, their respective Officers, Board of Directors, collectively or individually their agents and/or employees, shall be liable for any personal injuries sustained by the Tenant or by any other person at or about the Leased Premises or elsewhere in the Municipal Yacht Harbor or on its piers. Tenant agrees to indemnify, defend and save harmless the City of New Orleans and New Orleans Municipal Yacht Harbor Management Corporation, their respective officers, Board of Directors, collectively or individually, their agents and/or employees, and each of them from any claims, demands and/or suits regarding any such loss, destruction or deterioration of property as aforesaid, or by reason of any personal injuries sustained by Tenant or by any other person, as aforesaid. This indemnity shall be applicable in cases where the joint and concurrent negligence of Tenant and MYHMC or the City of New Orleans is found to have caused the damage or loss but it shall not be applicable to cases where it is found that MYHMC and/or the City of New Orleans is solely at fault.

**NATURAL OCCURRENCES:** Tenant acknowledges that the Municipal Yacht Harbor is in close proximity to Lake Pontchartrain and that storms and storm surge can be reasonably anticipated. Tenant agrees to hold MYHMC harmless for any damage to Tenant's property, including without limitation the Vessel or Replacement Vessel, as a result, in whole or in part, of force majeure, an Act of God, a tropical storm, a hurricane, a storm, storm surge, rising water or any other natural phenomenon.

**SUNKEN OR WATERLOGGED VESSELS:** If, in the sole discretion of MYHMC, a Vessel or Replacement Vessel becomes sunken or waterlogged, Tenant, within fourteen (14) days after notice is sent by MYHMC to the address of Tenant stated herein, shall immediately have the said vessel raised and put back into proper operating condition and not vulnerable to sinking or becoming waterlogged again (such actions collectively hereinafter "Raised and Secured" or "Raise and Secure"). If Tenant fails to Raise and Secure the Vessel or Replacement Vessel within fourteen (14) days after notice is sent, Tenant agrees that MYHMC may (at its option – MYHMC having no obligation to do so) retain others to Raise and Secure the Vessel or Replacement Vessel and charge Tenant for all costs associated with therewith. If Tenant fails to either Raise and Secure the Vessel or Replacement Vessel within fourteen (14) days after notice is sent and/or pay MYHMC's charge for doing so within fifteen (15) days of MYHMC sending notice that such payment is due, then MYHMC may terminate this Agreement without prior notice to Tenant or affording any opportunity to remedy or cure.

**REMOVAL OF VESSEL UPON TERMINATION OF LEASE:** Should this Agreement be terminated for any reason, Tenant agrees to remove the Vessel or Replacement Vessel within twenty-four (24) hours and, failing to do so, Tenant shall become obligated to pay Rent at 200% of the Rent stated herein prorated for each day the Vessel or Replacement Vessel remains in the

slip and MYHMC shall have all rights accorded to it by law, including without limitation those specified in the Marina and Boatyard Storage Act.

**NSF CHECKS:** A \$100.00 charge will be imposed and payable by Tenant on each check returned for Not Sufficient Funds (NSF).

**TENANT IN DEFAULT:** Should Tenant be in default hereunder, MYHMC shall have the right and option to terminate this Agreement upon giving notice in writing, addressed to Tenant at the address set forth above, setting forth the cause for which this Agreement is to be terminated. Tenant shall have fifteen (15) days from the date the notice is mailed to remedy the condition set forth in said notice. Tenant's failure to so remedy the condition set forth in said notice shall cause this Agreement to terminate without further notice to Tenant or further action by MYHMC.

Except, if Tenant fails to timely comply with all provisions of the Insurance section hereof, the Sunken or Waterlogged Vessel section hereof and/or any Harbor Rule and Regulation designated therein as "Hazardous Behavior", MYHMC may terminate this Agreement without giving Tenant prior notice or an opportunity to remedy or cure.

**LEASE TERMINATION BY TENANT:** Tenant shall have the right and option to terminate this Agreement upon giving a full calendar month notice in writing, delivered to the Board of Directors of MYHMC.

**TENANT'S CHANGE OF ADDRESS:** Tenant agrees to keep MYHMC informed of any change of address, telephone number and e-mail address that might take place during the Lease Term.

**REQUIRED APPROVALS:** This Agreement shall not be binding unless and until it is approved and accepted by the Council of the City of New Orleans, by motion. Additionally, the City of New Orleans, as the Lessor to MYHMC, must approve of this Agreement, in writing, before it will become binding. That approval shall be demonstrated by the signature of an authorized representative of the City of New Orleans below.

**TENANT**  
(Must be Signed by all Individuals)

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

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

Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

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

**NEW ORLEANS MUNICIPAL YACHT HARBOR  
MANAGEMENT CORPORATION**

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

\_\_\_\_\_,  
President

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

**APPROVED: CITY OF NEW ORLEANS**

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

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