

Parking Space(s) Lease Agreement

This Parking Space(s) Lease Agreement (the "Lease") is entered into by and between the City of Shreveport ("Lessor") and the Caddo Parish District Attorney's Office ("Lessee") subject to the following terms and conditions:

1. **Premises.** Lessor leases to Lessee, at the rental and on the terms and conditions hereinafter set forth, three numbered parking spaces in the 400 block of Milam Street as indicated by signage and located adjacent to the building at municipal address 425 Milam Street, Shreveport, Louisiana 71101, such parking spaces being further described as the parking spaces numbered 418, 420, and 422 at the aforementioned location. The Premises shall be used solely for the temporary parking of motor vehicles by the Lessee.

2. **Nature of Agreement.** Lessee understands and acknowledges that the Premises consists exclusively of three UNATTENDED parking spaces, and this agreement constitutes a lease of the referenced parking spaces only. This agreement does not constitute a contract of deposit or bailment, and the parties hereto do not intend to create any contract of deposit or bailment as a result of this agreement.

3. **Term.** The term of this Lease shall commence on the _____ day of _____ 2016, and this Lease shall remain in effect until the completion of the term-in-office of the District Attorney for the Parish of Caddo, Louisiana sitting at the time this Lease commences.

4. **Rent.** Lessee shall pay to Lessor rent in the amount of \$218.40 per parking space per month (i.e. the collective amount of \$655.20 per month). All rental payments must be received by the City of Shreveport on or before the first day of each month. All rent shall be delivered (or mailed) to the Lessor at 416 Cotton Street, Shreveport, Louisiana 71101. Payments received after the 5th business day of the month shall be considered late and a late fee of (\$10.00) will be charged to the Lessee.

5. **Receipts by Lessor.** Upon request, Lessor agrees to provide a receipt to Lessee for each payment received. Such receipt shall show the amount paid and number of the leased parking space.

6. **Late or Non-Payment.** In the event of any non-payment or of any late payment, Lessor has the right to remove or disable automobiles at the sole risk of Lessee. Lessee shall pay the related cost of any towing and or impounding. At its option, Lessor shall also have the right to re-lease the Premises without notice in the event of any non-payment or of any late payment.

7. **Liability.** Lessee agrees to indemnify, defend, and hold Lessor harmless against all liability, loss, cost, damage, or expense, including reasonable attorney's fees, arising out of any occurrence or omission causing personal injury, loss of life, or damage to property whatsoever occurring on, in, or about the Premises, or occurring to the Premises, including without limitation damage or injury caused by: (a) a vice or defect in the Premises; (b) the fault, negligence, or intentional acts of Lessee, Lessee's invitees, or of anyone else; or (c) the failure of the Lessee to comply fully with the covenants and obligations under this Lease. Lessee assumes responsibility for the condition of the Premises, and Lessee agrees that Lessee and Lessee's invitees shall utilize the Premises at their own risk.

8. **Items Left in Vehicle.** Lessor shall not be responsible for any loss, damage, or theft to any property left in any vehicle while in, or being driven to and from, the Premises or the adjacent areas.

9. **Damage to Vehicle.** Lessor shall not be responsible for the loss, damage, or theft of any vehicle in, or being driven to and from, the Premises or the adjacent areas.

10. **Expenses and Attorney's Fees.** Should either Lessor or Lessee employ an attorney to institute a legal proceeding against the other party for the purpose of collecting any monies due hereunder or in enforcing any of the provisions hereof, the non-prevailing party in any action pursued in a court of competent jurisdiction (the finality of which is not legally contested) shall pay to the prevailing party all reasonable costs and expenses, including attorney's fees, expended or incurred in connection with such proceedings.

11. **Assignment and Sublet.** Lessee's rights and obligations hereunder shall be personal and indivisible. Lessee shall not have the right to assign or sublease the Premises to third parties.

12. **Alterations.** Lessee shall not make any alterations, additions, or improvements to the Premises without obtaining written consent from Lessor, which consent may be withheld at the Lessor's sole discretion.

13. **Access to Premises.** Lessor and its duly authorized representatives shall have the right at all times, with or without notice, to enter the Premises and every part thereof for the purposes of inspecting, examining, or performing maintenance upon the same.

14. **Termination Pursuant to Section 2.03(a) of the Charter of the City of Shreveport.** Pursuant to Section 2.03(a) of the Charter of the City of Shreveport, Lessor, in its governmental capacity, may terminate this Lease if it determines that the Premises is required for a public purpose.

15. **Interpretation.** This Lease is declared to be a Louisiana contract, and all of the terms herein shall be construed according to the laws of the State of Louisiana.

16. **Severability.** In the event any section of this Lease or portion thereof shall be held invalid or unenforceable, the remainder of the section and the remaining sections shall continue to be in full force and effect.

17. **Entire Agreement.** The parties understand and agree that this Lease constitutes the entire understanding between them, and there have been no representations, warranties, covenants, or conditions made by any party except for those contained in this Lease. Further, the parties agree that this Lease cannot be modified or terminated except by the written consent of all parties hereto.

Each of the parties hereto warrants that it has read this entire Lease and that each party understands and agrees to the provisions contained herein. Thus executed and agreed to on this ____ day of _____ 2016.

WITNESSES:

CITY OF SHREVEPORT
(Lessor)

by:_____

CADDO PARISH DISTRICT
ATTORNEY'S OFFICE
(Lessee)

by:_____