

## LEASE AGREEMENT

This agreement is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between:

**THE ST. CHARLES PARISH SCHOOL BOARD (SCPSB)**, 13855 River Road, Luling, LA 70070, herein represented by Ellis A. Alexander, its President, duly authorized by resolution of the St. Charles Parish School Board, dated \_\_\_\_\_ hereinafter sometimes for brevity referred to as "School Board."

And

**THE ST. CHARLES PARISH DEPARTMENT OF PARKS AND RECREATION**, 274 Judge Edward Dufresne Parkway, Luling, LA 70070 herein represented by Matthew Jewell, Parish President, duly authorized by Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_ herein sometimes for brevity referred to as "Parish;"

### **WITNESSETH THAT:**

**WHEREAS**, The School Board is the owner of certain school sites located in St. Charles Parish, Louisiana, more specifically described on Exhibit 1 and 2 attached hereto; and,

**WHEREAS**, The Parish utilizes these public facilities for recreational purposes for the residents of St. Charles Parish; and,

**WHEREAS**, The School Board desires to assist the Parish by making these public facilities available for use through the Department of Parks and Recreation; and,

**NOW, THEREFORE, BE IT AGREED**, for and in consideration of the mutual agreements and covenants of the parties hereto, that:

1. The School Board hereby grants to the Parish, for a period of four (4) years, beginning on April 1, 2024 and ending on March 31, 2028 the use of the facilities noted on Exhibit 1 and 2 for the organized team sports listed thereon. It is understood by the parties to this lease that the only buildings included are those gymnasiums that are to be used for basketball and volleyball and that the Parish shall have the use of the property rent free. In addition, the use of athletic fields in Exhibit 1 and 2 shall also be rent free. It is further understood and agreed that, in the event the Parish becomes unable or unwilling to fund the operations of the Department of Parks and Recreation, any facilities constructed on the property will become the property of the School Board at no cost to the Board and the agreement will thereby terminate.
2. The Parish agrees to:
  - a) Use the above described property only for recreational purposes. Such use is not contrary to present or future School Board policies, rules and regulations for the use of school grounds and facilities, including the prohibition of the sale or consumption of any alcoholic beverages or tobacco products on the property.

- b) Accept in the present condition and subject to any servitudes the above described property.
- c) Obtain the written consent of the School Board for any additions or alterations to any recreational facilities to be constructed or added to the said property.
- d) Properly maintain the property, which said maintenance includes, but is not limited to, landscaping, sodding, cleaning, fencing, if any, and in general, keeping said area in a clean, neat, and sanitary condition, all the expense of the Parish.
- e) Provide to the School Board, its staff and students, full access to the right to use any portion of the said property during school hours as necessary for the education programs of the School Board.
- f) Provide that its use of this property shall not interfere with the operations of the school system.
- g) The leased property shall be used only for recreational purposes by and under the direction and supervision of the St. Charles Parish Department of Parks and Recreation during the time that it is not being used for school purposes.

3. The School Board agrees to provide reasonable access to the property herein.

4. General Obligations:

- a) To the fullest extent permitted by law, The Parish shall defend, indemnify and hold SCPSB, its officers, agents and employees, harmless from and against any and all claims, suits, liabilities, losses, expenses, liens, costs, demands and causes of action of every kind and character including those of The Parish, its agents and employees for death, bodily injury, personal injury, damage or destruction of real or personal property, including costs, attorneys' fees and settlements arising out of or in any way connected with the negligent performance of the work performed under this Contract, by any negligent act or omission, whether performed by The Parish or any other Subcontractor or any independent contractor or any agent, employee, invitee or licensee of The Parish, whether resulting from or contributed to by the negligence in any form by its officers, agents or employees whether active or passive. All parties agree that the provisions and limitations of LA. Rev. Stat. 9:2780.1 and 38.2195 apply and are guiding when construing this indemnity agreement. The Insurance required to be maintained under this Contract by The Parish shall insure the performance of this indemnification as set forth herein, but nothing in the insurance shall in any way limit the indemnification provided for hereunder. The Parish shall pay all reasonable legal fees and costs incurred by SCPSB under the Contract to enforcing the indemnification articulated under this Section.
- b) The Parish shall at its sole cost and expense, but for the mutual benefit of both the Parish and the School Board, maintain personal injury and property damage liability insurance, including

coverage for contractual liability against claims for bodily injury, death or property damage, with policy limits of not less than \$1,000,000 in respect of bodily injury or death to any one person, and of not less than \$1,000,000 in respect of any one accident. Upon execution of this agreement and annually thereafter, the Parish shall provide a certificate of insurance to the School Board to verify coverage. Each such policy or certificate issued by the insurer that such policy shall not be cancelled without at least ten (10) days prior written notice to the School Board. In connection with the aforementioned liability insurance policies, and as a further condition of this agreement, the Parish will cause the School Board to be shown as additional named insured as to the property herein leased.

5. The parties hereto agree that at no time during the term of this agreement will the School Board be required to maintain, supervise, or in any way assume responsibility for the recreational programs being conducted on the leased property.
6. During the time said property is being used for the Department of Parks and Recreation purposes, it is the responsibility of the Parish to:
  - a) Provide supervision of spectators and participants at all recreational activities and provide protection of the facilities.
  - b) Provide stadium attendant or gym monitor to open and be present at property during recreational usage
  - c) Pay for any repairs to school buildings, grounds, and facilities made necessary by the failure to provide such supervision and protection.

**THUS DONE AND SIGNED** in the presence of the undersigned witnesses on the date first written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Matthew Jewell, President  
St. Charles Parish  
Department of Parks & Recreation

\_\_\_\_\_  
Witness

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Ellis A. Alexander, President  
St. Charles Parish School Board