

2003-0201

INTRODUCED BY: ALBERT D. LAQUE, PARISH PRESIDENT

ORDINANCE NO. 03-6-15

An ordinance to approve a lease with the James P. and Irma S. Vial Family Partnership to house the County Agent's Office for St. Charles Parish.

WHEREAS, the St. Charles Parish County Agent's Office is currently located in the Vial Office Building at 15058 River Road in Hahnville; and

WHEREAS, the current lease expires on June 30, 2003 and the Parish wishes to renew the lease.

THE ST. CHARLES PARISH COUNCIL HEREBY ORDAINS:

SECTION I. That the lease by and between the James P. and Irma S. Vial Family Partnership and St. Charles Parish is hereby approved.

SECTION II. That the Parish President is hereby authorized to execute the Lease on behalf of the Parish of St. Charles.

The foregoing ordinance having been submitted to a vote, the vote thereon was as follows:

YEAS: HILAIRE, FABRE, ABADIE, AUTHEMENT, BLACK, MINNICH

NAYS: NONE

ABSENT: RAMCHANDRAN, FAUCHEUX, MARINO

And the ordinance was declared adopted this 16th day of June, 2003, to become effective five (5) days after publication in the Official Journal.

Acting CHAIRMAN:

SECRETARY

DLVD/PARISH PRESIDENT

APPROVED:

DISAPPROVED:

PARISH PRESIDENT

RETD/SECRETARY

AT 3:50 pm

RECD BY. Bgg

[Handwritten signatures and dates: Albert D. Laque, June 17, 2003]

LEASE

The James P. and Irma S. Vial Family Partnership, 400 Mimosa Avenue, Luling, LA 70070 (hereinafter called Lessor) hereby leases to St. Charles Parish, Post Office Box 302, Hahnville, LA 70057 (hereinafter called Lessee), the following premises:

A single story building, consisting of approximately 2,250 square feet, located at 15058 River Road, Hahnville, across from the St. Charles Parish Courthouse, Hahnville, LA known as the Vial Office Building.

This lease is for the term of one (1) year commencing on the first day of July, Two-Thousand-Three and ending on the 30th day of June, Two-Thousand-Four. However, Lessor may cancel this lease, within ninety days written notice to the Parish President, if the property is sold.

This lease is made for and in consideration of a monthly rental of One-Thousand Four-Hundred Dollar's (\$1,400.00) per month payable monthly.

The first payment shall be due on July 1, 2003 to the James P. and Irma S. Vial Family Partnership, 400 Mimosa Avenue, Luling, LA 70070. The succeeding payments shall be due on the first day of each month thereafter.

The premises herein lease are to be used only for a business office.

The within lease premises and appurtenances, including the locks, keys, plumbing, glass, air-conditioning and heating system, and all other fixtures, are accepted by the Lessee in their present condition. The Lessee agrees to keep them in the same order as received during the term of this lease and no repairs shall be due Lessee except such as may be especially noted herein; Lessor shall maintain the roof, the structure and any repairs rendered necessary by fire or other casualty; Lessee's agrees to pay for bills for water, gas, lights, and other service, and to comply at the Lessee's expense with all ordinances and laws, now existing or to be enacted, and at the termination or cancellation of this lease to return the premises broom clean and free from trash, and in like good order as received by actual delivery of the keys to Lessor, the usual decay, wear and tear excepted.

Lessee shall maintain liability insurance to the extent of \$500,000.00

Lessee is obligated not to make any additions or alterations whatever on the premises without written permission. All additions, alterations or improvements made by the Lessee with or without consent of Lessor, no matter how attached (except movable trade fixtures), must remain the property of Lessor, unless otherwise stipulated herein, Lessee, however expressly waiving all right to compensation therefore. The Lessor, at his option, may require the building to be replaced in its original condition.

Lessor shall have the right to enter the premises at any time for the purpose of making repairs necessary for the preservation of the property.

Lessee assumes responsibility for the condition of the premises and Lessor will not be responsible for damage caused by leaks in the roof, by bursting of pipes by freezing or otherwise, or by any vices or defects of the lease property, of the consequences thereof, except in the case of positive neglect or failure to take action toward the remedying of such defects within reasonable time after having received written notice from Lessee of such defects and the damage caused thereby. Should Lessee fail to promptly notify Lessor in writing of such defects Lessee will become responsible for any damages resulting to Lessor or other parties.

At the expiration of this lease, or its termination for other causes, Lessee is obligated to immediately surrender possession, and should Lessee fail to do so, he consents to pay any and all damages. Should Lessor allow or permit Lessee to remain in the leased premises after the expiration or termination of the lease, this shall not be construed as an extension of this lease.

Lessee is obligated to put nothing in the leased premises nor to do anything which would forfeit the insurance, and should any installation made or action taken by Lessee, whether authorized under this lease, increase the rate of insurance on the building or contents as fixed by the Louisiana Fire Prevention Bureau, or any similar institution, then Lessee is obligated to pay such increased rate of insurance on building and all contents. Should the Lessee's occupancy or business render the Lessor unable to secure proper insurance, then Lessee hereby grants to Lessor the option of canceling this lease, Lessee waiving all delays, and agreeing to surrender possession at once, if notified by Lessor to do so.

Should the Lessee at any time violate any of the conditions of this lease, or discontinue the use of premises for the purpose for which they are rented, or fail to pay the rent, water bill, or other expenses assumed under this lease, punctually at maturity, as stipulated, the rent for the whole unexpired term of this lease shall at once become due and payable, or Lessor may immediately cancel this lease, or to proceed for past due installments only, reserving its right to later proceed for the remaining installments, all without putting Lessee in default, Lessee to remain responsible for damages or losses suffered by Lessor.

If through no fault, neglect, or design of the Lessee, the premises are destroyed by fire or damages to such an extent as to render them wholly unfit for occupancy, then this lease shall be canceled. If, however, the premises can be repaired within 120 days from date of fire or casualty, then this lease shall be canceled, and Lessor shall notify Lessee within 30 days from date of fire or casualty that Lessor will repair damage, and Lessee shall be entitled only to such a reduction or remission of rent as shall be just proportionate.

All notices to be given under the terms of this lease shall be in writing addressed to Lessor or Lessee at the address appearing in this lease.

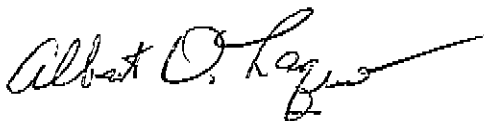
The parties to this lease understand and agree that the provisions herein shall, between them, have the effect of law, but in reference to matters not provided herein, this lease shall be governed by the ordinance of the Parish of St. Charles, and the laws of the State of Louisiana.

Lessee to advise Lessor, in writing, not less than thirty (30) days prior to expiration of this lease, if Lessee's desire to extend or renew this lease, at which time a new lease will be negotiated. Failure of Lessee to notify Lessor of his intention to renew or extend this lease will automatically cause this lease to terminate according to its terms.

This lease is made and signed in triplicate, in the Parish of St. Charles, State of Louisiana, this 24th day of June, 2003.

St. Charles Parish

James P. and Irma S. Vial Family
Partnership



BY: Albert D. Laque,
Parish President



BY: Harry T. Lemmon