



# ORLEANS PARISH SCHOOL BOARD

Purchasing Department  
2401 Westbend Parkway, Suite 5055  
New Orleans, LA 70114  
Telephone (504) 304-3917 | FAX (504) 309-2879  
*Paul A. Lucius, Executive Director of Procurement*

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**INVITATION TO BID NO. 26-FAC-0094**

**LEASE OF SPACE FOR MAHALIA JACKSON ELEMENTARY**

**ELECTRONIC PROPOSAL SUBMITTAL DEADLINE:**

**WEDNESDAY, APRIL 10, 2026 @ 11:00 A.M.**

**BIDDER:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**NAME (PRINT OR TYPE):** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY, STATE, ZIP:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**TERMS:** \_\_\_\_\_

**ORLEANS PARISH SCHOOL BOARD  
Procurement Department  
2401 Westbend Parkway, Suite 5055  
New Orleans, Louisiana 70114**

**ADVERTISEMENT**

**INVITATION TO BID NO. 26-FAC-0094**

**LEASE OF SPACE FOR MAHALIA JACKSON ELEMENTARY**

Electronic Responses to Request for Proposal relative to the above will be received via email submission to the Procurement Department for the Orleans Parish School Board (“OPSB” or “the District”) until **11:00 A.M. (CST) on Friday, April 10, 2026.**

Specifications and qualifications are found in the RFP documents and may be obtained by visiting the District’s website at [www.nolapublicschools.com](http://www.nolapublicschools.com). All questions regarding this RFP shall be directed to the Executive Director of Procurement at [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com).

The District will host a Site Visit to be held on **Friday, March 20, 2026, at 10:00 A.M. (CST)**. The Virtual link can be found below:

Register in advance for Site Visit:

<https://form.jotform.com/242534926527159>

The District reserves the right to reject any or all Responses to Request for Proposal whenever such rejection is in its best interest in accordance with law. The provisions and requirements of this advertisement shall not be waived.

**NOLA Public Schools shall make every effort to provide reasonable accommodation for people with disabilities. The requests for any reasonable accommodation shall be submitted in writing to the Executive Director of Procurement, no less than seven (7) days in advance of any meetings.**

Paul A. Lucius  
Executive Director of Procurement

**FIRST INSERTION DATE: THURSDAY, MARCH 12, 2026**

**SECOND INSERTION DATE: THURSDAY, MARCH 19, 2026**

**1.0 OVERVIEW**

**1.1 Introductions to Proposers**

**Bids shall be submitted electronically and clearly marked: INVITATION TO BID NO. 26-FAC-0094 – LEASE OF SPACE FOR MAHALIA JACKSON ELEMENTARY on Friday, April 10, 2026 at 11:00 A.M. to the Executive Director of Procurement, Mr. Paul A. Lucius: [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com).**

The Orleans Parish School Board will not be responsible for the opening of, post-opening of, or failure to open a Proposal not properly addressed or identified.

The Orleans Parish School Board will not assume the responsibility for any delay as a result of failure of any entity to deliver Proposals on time.

Failure to submit required documents shall result in rejection and proposals/bids will not be reviewed by the Evaluation Committee. The revision or modifications of NOLA-PS documents are **prohibited** and shall result in rejection of proposal/bid.

**No Proposal will be accepted after April 10, 2026 @ 11:00 A.M. under any conditions unless in the best interest of NOLA-PS by an addendum notification.**

Site Visit	Friday	March 20, 2026 @10 AM
Last Day for Questions@ 4:00 P.M. (CST)	Tuesday	March 24, 2026
Last Day for Addendum	Friday	March 27, 2026
PROPOSAL SUBMISSION DEADLINE no later than 11:00 A.M.		April 10, 2026
Oral Presentations (if applicable)		N/A
Evaluation Committee Meeting		N/A
Award Notification (approximate)		TBD
Execution of Agreement (approximate)		TBD

**CODE OF SILENCE:**

From the date the RFP is issued; through the time the Agreement is finally awarded by NOLA-PS Elected Officials, Proposers shall not contact any Representatives of NOLA-PS, nor the District Staff, nor their Advisors or Consultants with respect to this RFP, or RFP process, other than to submit questions or protest in accordance with the Instructions to Proposers therein. This prohibition does not apply to questions or comments sent in writing to the Director of Procurement, or questions made at Pre-Proposal conferences, in presentations before evaluation committees, or during contract negotiations. Proposers who violate this Code of Silence may be deemed non-responsive, and their proposal may be rejected for cause.



**ORLEANS PARISH SCHOOL BOARD**  
**2401 Westbend Parkway, Suite 5055**  
**New Orleans, LA 70114**

**INVITATION TO BID NO. 26-FAC-0094**  
**LEASE OF SPACE FOR MAHALIA JACKSON ELEMENTARY**

**INSTRUCTIONS TO BIDDERS**

Bids relative to the above will be received electronically until **11:00 A.M., on Friday, April 10, 2026**, for the purpose of providing available space for direct services to Students, Families and Community Organizations. The space shall be leased for a period of three (3) years beginning TBD and ending TBD with the option to renew for two (2) additional years, for the explicit purpose of providing services as per the following:

- Four (4) second floor classrooms and a male and female restroom totaling 4,111 square feet. Bids are not required to include the entire available space.
  - Classroom 203 – 886 square feet
  - Classroom 204 – 885 square feet
  - Classroom 205 – 885 square feet
  - Classroom 206 – 896 square feet
  - Restroom – 559 square feet
- All utilities and limited parking are included in the lease.
- Monthly lease rate ranges from \$14.00 to \$16.00 per square foot and lease term

1. **Bids shall be submitted electronically and clearly marked: INVITATION TO BID NO. 26-FAC-0094 | LEASE OF SPACE FOR MAHALIA JACKSON ELEMENTARY on Friday, April 10, 2026 at 11:00 A.M. to the Executive Director of Procurement, Mr. Paul A. Lucius: [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com).**
2. The form furnished as part of the specifications must be used to submit the bid and must be signed by the bidder. The form may be detached from the specifications. Any bid submitted on any form other than that attached to the bid documents will be considered informal and will accordingly be rejected.
3. Bidders must fill out their bids in writing and in figures, giving their names and addresses in full. Bidders are cautioned not to attach any conditions or provisos to the bid. Any such condition or proviso may render the bid informal and cause it to be rejected. In the case of any discrepancy between the price written in the bid and that given in figures, the price in writing will be considered as the bid.

4. The lease will be awarded to the highest bidder on the basis of the highest offer of annual rent which meets the following conditions:
  - Space must be used for direct services to Students, Families and Community Organizations;
  - Monthly lease rate ranges between \$14.00 to \$16.00 per square foot; and lease term.
  - Bids submitted shall be accompanied by a deposit in an amount equal to ten percent (10%) of the bid amount, but not less than seventy-five dollars (\$75.00). The deposit shall be in the form of a certified check or a money order payable to the Orleans Parish School Board, and shall be applied to the lease amount in the case of the successful bidder.
5. 50% of the annual rent will be payable upon execution of the lease term. The remaining 50% of rent shall be due in equal payments on a monthly basis. Rent is due on the first (1<sup>st</sup>) of each month.
6. The lease shall be executed in triplicate by the successful bidder. A copy of the Lease Agreement is attached and made a part of the terms and conditions of these Instructions to Bidders. The successful bidder must submit certificates of insurance and copies of all insurance policies required by the terms of the lease within ten (10) days of the opening of the bids. Failure to do so may cause the bid to be rejected.
7. The Lease Agreement will become effective when document is fully executed by both parties.
8. All expenses for the preparation of the lease and recording of the lease shall be at the expense of the successful bidder.
9. If the Bid is for or on behalf of any entity (civic organizations, corporation, partnership or other association) each bidder must attach to its Bid Form a resolution or other written evidence of the authority to submit the bid, copies of any charter, articles of incorporation, certificate of good standing from the Secretary of State for any corporation (for profit or nonprofit); if a partnership, the partnership agreement; if a civic organization or association, the charter, bylaws and similar documents.
10. The Orleans Parish School Board reserves the right to reject any and all bids whenever such rejection is in its best interest, in accordance with law.
11. **Any interested parties wishing to attend the site visit scheduled for Friday, March 20 , 2026 at 10:00 A.M. must register .**
12. The Orleans Parish School Board will not be responsible for the opening of, post-opening of, or failure to open a Bid not properly addressed or identified.
13. **TERMINATION.** NOLA Public Schools reserves the right and option to terminate the Lease agreement for any reason at the end of the contract year without Pecuniary risk or penalty. The district reserves the right to terminate the Lease Agreement Contract immediately, with written notice to Vendor (Tenant), if NOLA Public Schools believes that, in its sole discretion, it is in the best interest of NOLA Public Schools.
14. **RIGHT TO REVIEW, AUDIT, AND INSPECT.** NOLA-Public Schools, any federal agency that has awarded federal funds/grant(s) to NOLA-Public Schools, and/or any of its authorized representatives, shall, upon written notice, have the right to audit and examine all of Vendor's records and accounts relating to this Contract. Inspect any project performed by the Vendor relating to this Contract. Records

and services subject to audit/review shall include, but are not limited to, all purchase orders resulting from this Contract and records which may have a bearing on matters of interest to NOLA-Public Schools in connection with the Vendor's work for NOLA-Public Schools, and shall be open to inspection and subject to audit/review and/or reproduction by NOLA-Public Schools, and/or its authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- Vendor's compliance with this Contract and the requirements of the Lease.
  - Compliance with provisions for computing billings to NOLA-Public Schools.
  - Any other matter related to this Contract.
15. Performance review and site visits will be conducted semi-annually or in the best interest of the district
  16. Renewal Rental increase amount will be determined by NOLA Public Schools
  17. Rental Insurance required: (Leasee must maintain minimum liability insurance)
  18. **NON-APPROPRIATION OF FUNDS.** The term of this Contract is a commitment of NOLA-Public Schools' current revenue only. If funding for the continuance of the services required under the Contract is withdrawn, NOLA-Public Schools reserves the right to terminate this Contract in accordance with its funding out clause.
  19. **FINANCIAL RESPONSIBILITY:** NOLA Public Schools may request the following items upon finalizing the lease agreement.
    - **A letter of credit from a financial institution.**
    - **Financial Statement.**
    - **A letter of commitment from a bank or other institution financing the project.**
    - **Other information supportive of financial responsibility, including financial data, and records concerning Lessor performance.**
    - **Information from other sources, including banks, other financial companies and State Department and Agencies.**
  20. **ADDENDUM TO REQUEST FOR PROPOSAL:** NOLA-PS reserves the right to revise and amend the specifications prior to the date set for the opening. Proposers are requested to clarify any ambiguity, conflict, discrepancy, omission or other error(s) in this RFP in writing and request the modification or clarification desired. NOLA-PS will issue an addendum to evidence any revisions or amendments made to this RFP. As a courtesy, every effort will be made to send an issued addendum to the parties known to have been furnished a complete copy of this RFP. Addenda are made available on the NOLA-PS website under community/business resources/solicitations. Please acknowledge receipt of addendum on Signature Page. **Failure to acknowledge all Addenda will result in the proposal being rejected. Failure to acknowledge the correct date of all addenda will result in the proposal being rejected.**
  21. All questions must be in writing and electronically submitted to the Executive Director of Procurement at [procurement@nolapublicschools.com](mailto:procurement@nolapublicschools.com) no later than **4:00 P.M. on Tuesday, March 24, 2026**. No addendum will be issued later than **Friday, March 27, 2026 or 72 hours prior to proposal due date**, except an addendum withdrawing the proposal or postponing the opening of the proposal. It is the responsibility of each Proposer, prior to submitting the qualifications response, to determine if addenda were issued and, if so, to acknowledge the addendum on the applicable form.
  22. Times and dates are final unless there is an unexpected "emergency" beyond NOLA-PS's control.

**PROPOSER’S CERTIFICATION**

**TO: ORLEANS PARISH SCHOOL BOARD**

*Procurement Department*  
2401 Westbend Parkway, Fifth Floor, New Orleans, LA 70114

**Acknowledgment of Addendum:**

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Dated: \_\_\_\_\_

1. Having read the **Invitation To Bid No. 26-FAC-0094 – Lease of Space For Mahalia Jackson Elementary**. I, the undersigned, authorized to represent the corporation, partnership, sole proprietorship (the Company) listed below, hereby submit to the Orleans Parish School Board this Request for Proposals for providing the service as listed above.

2. This proposal is submitted on behalf of:

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

3. I further certify that I/we have examined and fully comprehend the scope and conditions supplied for the consulting services for collections and that the Company agrees to furnish to the NOLA-PS said services for the payment amount listed on the attached Price Proposal form.

4. In submitting this proposal, the Proposer agrees to the terms and conditions of the Request for Proposal, including the Specifications and instructions to Proposers. If this proposal is signed by a partner, the person hereby states that he/she has the authority to bind the partnership; if signed by a corporate officer or employee, that person hereby states that he or she has the authority to bind the corporation. **(Corporate Resolution or written evidence (i.e. memo, letterhead, or board minutes) of the authority of the person signing the proposal is required to be attached and submitted with the Proposal Documents.**

Signature of Company Representative: \_\_\_\_\_

Representative’s Title: \_\_\_\_\_ Date: \_\_\_\_\_

**INVITATION TO BID NO. 26-FAC-0094**

**LEASE OF SPACE FOR MAHALIA JACKSON ELEMENTARY**

**BID FORM**

**BID OPENING DATE AND TIME**  
**Friday, April 10, 2026 at 11:00 A.M.**

TO: Executive Director of Procurement  
Mr. Paul A. Lucius  
Orleans Parish School Board  
2401 Westbend Parkway, 5055  
New Orleans, LA 70114

I (or we) hereby offer, subject to all of the terms and conditions set forth in the Instructions to Bidders, to lease the land as described in the Notice for Bids for the sum of: (\$\_\_\_\_\_), for the period of three (3) years effective \_\_\_\_\_ through \_\_\_\_\_ with the option to renew for two (2) additional years, of which, 50% will be paid upon execution of lease and the remaining 50% will be paid in equal payments on a monthly basis. Lease payments will be made by certified check payable to the Orleans Parish School Board.

This bid is made pursuant to and subject to the terms and conditions contained in Orleans Parish School Board's Notice for Bid, as well as its Instructions to Bidders.

By submitting this bid and signing below, I (or we) agree and warrant that I (or we) shall, in connection with the property as described in the Notice for Bids: (1) execute the Lease Agreement no later than fifteen (15) days from the date the bid is awarded; (2) properly manage the property; (3) comply with all applicable laws and regulations pertaining to the education/services of Students, Families and Community Organizations; (4) work cooperatively with other tenants at the property to ensure a safe environment.

I (or we) agree to pay the costs to record the Lease Agreement.

I (or we) shall submit the required certificates of insurance and copies of the insurance policies within five (5) days of the execution of the lease.

If this Bid is on behalf of any entity or organization, I certify that I am duly authorized and empowered to make this bid. Copies of the entity's charter, bylaws, certificate of good standing from the Secretary of State or other documents to establish the nature of the entity and my authority are attached.

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**BIDDER: Signature**

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**NAME**

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**ADDRESS**

---

**City, State and Zip**

---

**Telephone Number (Area Code & Number)**

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**Email Address**

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**Date**

**MAHALIA JACKSON  
ELEMENTARY SCHOOL/CENTER**

1. LEASE TERM
2. RENT
3. USE OF PREMISES
4. CONDITION OF PREMISES; INSURANCE
5. ALTERATIONS, IMPROVEMENTS, AND CONSTRUCTION
6. CASUALTY PROVISIONS
7. SUBROGATION
8. REPAIRS TO THE PREMISES
9. UTILITIES AND SERVICES
10. ELECTRICITY USAGE
11. JANITORIAL
12. KEYS
13. LIABILITY; INDEMNITY; INSURANCE
14. ACCESS TO PREMISES
15. DAMAGE BY OTHER LESSEES
16. SALE AND ASSIGNMENT
17. SUBORDINATION
18. ESTOPPEL CERTIFICATE
19. ASSIGNMENT AND SUBLETTING
20. DEFAULT; LESSOR'S LIEN; ATTORNEY'S FEES
21. HOLDOVER
22. WAIVER
23. CHOICE OF LAW
24. NOTICES
25. GOVERNMENTAL REQUIREMENTS; ACTIVITY ON PREMISES
26. SIDEWALKS; ELEVATORS; HALLWAYS
27. CONSTRUCTION RESTRICTIONS
28. EFFECTS OF USAGE ON INSURANCE
29. CONDUIT AND CABLING
30. CHANGE OF NAME OF BUILDING
31. RULES AND REGULATIONS
32. RELOCATION
33. HEADINGS
34. RECORDATION OF LEASE
35. COMMISSION
36. PROHIBITION AGAINST LEASEHOLD MORTGAGE
37. EMINENT DOMAIN
38. WRITTEN AMENDMENT REQUIRED
39. NO PARTNERSHIP
40. PROVISIONS BINDING UPON SUCCESSOR
41. TENANT IMPROVEMENTS

**LEASE AGREEMENT**

**Date:**

State of Louisiana  
Parish of Orleans

**Orleans Parish School Board** (hereinafter called "Lessor"), hereby leases to [redacted] (hereinafter called "Lessee"), the following described premises:

[redacted] total rentable square feet space located at 2405 Jackson Avenue, New Orleans, Louisiana, 70113, at the rate of \$ [redacted] per square foot per annum, to be used by Lessee for executive office space and classroom space, solely for the purpose of early childhood education (hereinafter called "Leased Premises"), on the terms and conditions hereinafter set forth. The specific spaces being rented by Lessee are particularly described and marked on the building renderings attached to this Lease as Exhibit "A".

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**1. LEASE TERM:** This Lease is for a three (3) year term, commencing [redacted] and ending on [redacted], with the option to renew for two (2) additional years. All provisions of this Lease applicable to the original term thereof shall apply with equal force to the extended term.

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**2. RENT:** This Lease is made for and in consideration of an annual rental as per the following schedule:

<u>Lease Term</u>	<u>Rate</u>	<u>Square Footage</u>	<u>Annual Rent</u>
<b>TBD</b>	<b>\$(?)/sq. ft.</b>	<b>TBD</b>	<b>TBD</b>

*Late Payment.* If payment is not received within five (5) days of when due and payable, there shall be an administrative charge of ten percent (10%) of the overdue balance. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$50.00 in addition to any late charges which may be due.

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**3. USE OF PREMISES:** Lessee shall use the Leased Premises for executive office space and classroom space, solely for the purpose of direct services to Students, Families and Community Organizations.

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**4. CONDITION OF PREMISES; INSURANCE:** The Leased Premises, its fixtures and appurtenances, including, but not limited to, glass, locks, keys, and other fastenings are received and acknowledged by Lessee to be in good order and condition. Continuously throughout the Term hereof, Lessee will keep the Leased Premises, its fixtures and appurtenances in good repair and will not allow any injuries or damage thereto, will conform to and comply with all the "Rules and Regulations Governing the Lease of Office Space at Mahalia Jackson," laws, orders and regulations of any governmental authorities having jurisdiction over the Leased Premises; and at the end of the term hereof will surrender the Leased Premises in good condition and order as received, ordinary wear and tear excepted. Lessee is bound to pay for the repairs or any injuries or damage to the Leased Premises, or any part of the Building caused by Lessee, its agents, employees or visitors, and for any breakage of glass in or on the Premises, however caused. Lessee shall carry insurance in a solvent company authorized to do business in Louisiana, against the foregoing risks and events with limits of at least \$500,000, which insurance shall name Lessor as an additional insured.

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**5. ALTERATIONS, IMPROVEMENTS, AND CONSTRUCTION: Lessor leases to Lessee in its "as is" condition.**

Lessee shall not, without obtaining Lessor's prior written consent, make any alterations, additions, installations, improvements or decorations on or to the Leased Premises (collectively an "Improvement"). At such time as Lessee requests Lessor's consent to an Improvement, Lessee shall furnish to Lessor a complete set of plans and specifications for the work to be done. Lessee shall not commence any Improvement to the Leased Premises without the prior written consent of Lessor.

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**6. CASUALTY PROVISIONS:** Lessee shall give Lessor immediate notice of any damage to the Leased Premises caused by fire or other casualty. If the Leased Premises or the building is damaged by fire or other casualty to such an extent that same can be repaired within a period of one hundred twenty (120) days from the date of the casualty, Lessor may, at its option, rebuild or repair, as the case may be, or cancel and terminate this Lease. Unless Lessor notifies Lessee in writing within a period of sixty (60) days after the occurrence of the fire or other casualty that it does not intend to rebuild or repair, it shall then be obligated to rebuild or repair, in which event all proceeds from any policies of insurance relative thereto, whether provided by Lessor or Lessee, shall belong to Lessor. All work of repairing or rebuilding shall be performed with reasonable promptness, due allowance being made for reasonable delay which may arise by reason of adjustment or loss under insurance policies on the part of Lessor or Lessee and for reasonable delay on account of strike, lockout, governmental regulation, or other cause beyond Lessor's control. Lessee shall be entitled to a remission of rent, less any insurance award or recovery received by Lessee, for any period during which the Leased Premises are wholly unfit for occupancy and to such reduction of rent as shall be just and proportionate for any period during which Lessee is partially excluded from occupancy, such reduction to be in proportion to the extent to which the Leased Premises are unfit for occupancy. If Lessor elects to cancel by giving notice to Lessee within the 60-day period herein above provided, this Lease shall thereupon terminate and expire as of the date of the occurrence of the fire and other casualty and all rents shall be

prorated to such date.

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**7. SUBROGATION:** Lessor and Lessee shall make no claim for recovery, one against the other, and each expressly waives any right of recovery, one against the other, for damage to or loss of the Leased Premises, any improvements thereon, and contents therein, which damage or loss may arise by fire or any other peril covered by any policy of insurance in which said policy or policies Lessor or Lessee is or may be the assured and when said loss is caused by or results from any acts or carelessness or negligence of either Lessor or Lessee, their agents, employees or other persons under their respective control.

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**8. REPAIRS TO THE PREMISES:** Lessor shall be responsible for all capital improvements to the building and Leased Premises, in accordance with Orleans Parish School Board policies governing facility planning. Lessor reserves the right to make repairs, alterations, improvements, additions, or extensions to the building or any part thereof, and to the Leased Premises, when and where it may deem same necessary, proper or convenient, and in so doing may close wholly, or in part, or may use any of the entrances to the building or Leased Premises, provided an entrance of ingress and egress to the Leased Premises be maintained, and in so doing Lessor shall have the right reasonably to enter upon the Leased Premises. No compensation shall be made to or claimed by Lessee by reason of inconvenience or annoyance arising from the completion of improvements to the building, or its appurtenances, or from the making of repairs, alterations, improvements, additions, or to the building or to the Leased Premises, however the necessity or occasion thereof may occur, or from any work being done or operations or businesses being conducted in or on any adjacent building or premises.

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**9. UTILITIES AND SERVICES:** Lessor, will, during **normal business hours**, excluding holidays, (*Monday - Friday* 7:00 a.m. -5:30 p.m.) furnish water for use in the fixtures of the building, and such heat and air conditioning for the Leased Premises as may reasonably be required for the comfortable occupancy and use thereof during normal business hours, and janitorial services as described above. Lessor and Lessee specifically agree, however, that the cost of such water, heat and air conditioning, and janitorial service, shall be included in costs as is calculated in the rate per square foot per annum and that such water, heat and air conditioning is furnished subject to the rights of any governmental authority having jurisdiction to regulate such heat and air conditioning, but Lessor shall not be liable to Lessee in damages by abatement of rent or otherwise for failure to furnish or delay in furnishing heat, air conditioning, janitorial service, water, or any other service which Lessor may be obligated to furnish when such failure to furnish or delay in furnishing is occasioned by needful repairs, renewals or improvements or in whole or in part by and strike, lockout, or other labor controversy, or by the inability to secure fuel or power at the building after reasonable effort to do so, or by any accident or casualty whatsoever, or by any act or default of Lessee or other parties, or by any cause or causes beyond the reasonable control of Lessor; and no failure, delay or default whatsoever in furnishing heat, air conditioning, janitorial service, water or other services, and no act of default of any janitor or employee shall be considered or construed as an actual or constructive eviction of Lessee, nor shall it in any way operate to release Lessee from the prompt

and punctual performance of each and all of the covenants herein contained by Lessee to be performed. The building will be closed and no building services will be provided i.e. air conditioning/heat, janitorial service, or guard service for building holidays such as Mardi Gras Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. Overtime HVAC can be provided at an hourly rate of \$100.00 per hour. Lessee must contact the Site Administrator at least 48 hours in advance, so that it may be arranged. There will be a four (4) hour minimum if scheduled overtime HVAC does not immediately follow regular operating hours. Any heating or air conditioning or other services to be provided by Lessor during hours other than normal business hours shall be subject to such availability, cost, terms, and conditions as may be set forth by Lessor from time to time.

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**10. ELECTRICITY USAGE:** Lessor will furnish a reasonable amount of electricity for wall outlets in Lessee's space, and Lessee agrees not to be unreasonable in its use of said services. If, however, the electric load consumed by Lessee exceeds an amount ordinarily required for general clerical purposes, Lessee agrees to remunerate Lessor on a fair and equitable basis for any such excess, which remuneration shall be as additional rent.

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**11. JANITORIAL:** Lessor, through its janitorial services, will keep the Leased Premises reasonably clean, and no person or persons other than the janitors, will be permitted to enter the building for such purpose without the written consent of Lessor first being had and obtained. Lessee shall not cause or permit others to cause unnecessary labor by reason of carelessness and indifference to the preservation of good order and cleanliness of the Leased Premises, or of other parts of the building to which Lessee is permitted to have access. Janitor service will not include cleaning or polishing of furniture, the shampooing of carpets and rugs, or any personal service.

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**12. KEYS:** Lessee will be supplied, free of charge, with two (2) keys for each corridor door entering the Leased Premises, and additional keys will be furnished at a reasonable charge by Lessor on an order signed by Lessee or Lessee's authorized representative. All such keys shall remain the property of Lessor. No additional locks shall be allowed on any door of the Leased Premises, and Lessee shall not make, or permit to be made, any duplicate keys, except those furnished by Lessor. Upon termination of this Lease, Lessee shall surrender to Lessor all keys of the Leased Premises, and give to Lessor the explanation of the combination of all locks for safes, safe cabinets and vault doors, if any, in the Leased Premises.

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**13. LIABILITY; INDEMNITY; INSURANCE:** Lessee assumes responsibility for the condition of the Leased Premises and agrees to save Lessor harmless from any liability arising from injury to person or damage to property in or about the Leased Premises or elsewhere to the extent caused by Lessee's negligence or intentional acts. Lessor shall not be liable for loss of any property by theft or otherwise or any injury to person or damage to property sustained by Lessee, or Lessee's agents, clerks or servants, or by any other person due to the building or any part hereof, or any appurtenances thereof, becoming out of repair, or due to the happening of any accident in or about the building, or due to any act or neglect of any tenant or occupant of the building, or of

any other person. This provision shall apply especially (but not exclusively) to damage caused by water, frost, weather, steam, sewerage, electricity, gas, sewer gas or odors, or by the bursting or leaking of pipes or plumbing work, and shall apply equally whether such damage be caused or occasioned by anything or circumstance above-mentioned or referred to, or by any other thing or circumstance whether of a like or wholly different nature. If any such damage shall be caused by the acts or neglect of Lessee, Lessor may, at Lessor's option, repair such damage, whether caused to the building or any part thereof, or to the tenants thereof, and Lessee shall thereupon reimburse Lessor for the entire cost of such damage, both to the building and to the tenants thereof. Lessee shall give to Lessor prompt written notice of any vice or defect affecting the Leased Premises and shall be responsible to Lessor for any damage caused by Lessee's failure to promptly give Lessor such notice.

Throughout the term of this Lease, Lessor shall maintain standard all-risk fire and casualty insurance covering the building to the extent of the full replacement value thereof, together with comprehensive public liability insurance with minimum limits of \$1,000,000.00 for injury to or death of one or more persons in any one occurrence and \$500,000.00 for damage to or destruction of property in any one occurrence, which shall include contractual liability coverage.

Throughout the term of this Lease, Lessee shall maintain fire and extended coverage insurance covering all furniture, equipment, and other personal property of Lessee located in the Leased Premises, including removable trade fixtures, in an amount equal to the full replacement cost thereof, together with comprehensive public liability insurance with minimum limits of \$1,000,000.00 for injury to or death of one or more persons in any one occurrence and \$500,000.00 for damage to or destruction of property in any one occurrence, which shall include contractual liability coverage.

All insurance required to be maintained by Lessor or by Lessee hereunder shall be maintained in companies licensed to do business in Louisiana having a rating by A.M. Best's of A-X or better. All such insurance may be maintained through primary or excess policies, or any combination thereof. Lessee shall name Lessor as additional insured under the policies carried, and the policies must provide that they may not be canceled without thirty (30) days prior written notice to all additional insured.

The minimum insurance limits provided above shall be subject to review and revision upward by Lessor, as may be reasonable in light of current conditions, but no more frequently than three (3) years apart.

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**14. ACCESS TO PREMISES:** Lessor and Lessor's agents shall have the right at all times to enter the Leased Premises, by pass key or otherwise, to examine same; or to make such repairs, decorations, additions or alterations as may be necessary for the safety, betterment, improvement and/or preservation thereof, or of the building; or to show the Leased Premises for rental purposes; or to do any other act that Lessor is permitted to do under this Lease. No action taken by Lessor or Lessor's agents under this Section 14 shall in any manner affect the obligation of the Lessee hereunder.

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**15. DAMAGE BY OTHER LESSEES:** Lessor shall not be responsible to Lessee for any damage resulting from the failure of any other lessee in the building, its agents, employees or visitors, to observe the terms of this Lease or any other Lease.

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**16. SALE AND ASSIGNMENT:** Neither Lessor nor Lessee shall have the right to sell or assign its interest in and rights to this Lease to any other person, firm or corporation.

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**17. SUBORDINATION:** The Lessor reserves the right to subject this Lease, at all times, to the lien of any mortgage or mortgages hereafter placed upon the building by Lessor, or its successor and Lessee hereby agrees that this Lien and its rights hereunder shall be subordinate and inferior to any such mortgage or mortgages and the rights of any mortgagee thereunder, automatically and without the need for any further documentation, provided, however, as a condition to the subordination, so long as Lessee is faithfully discharging its obligations under this Lease, its tenancy shall not be disturbed, nor shall this Lease be affected by any default under such mortgage, and in the event of foreclosure or any enforcement of any such mortgage, the purchaser at such foreclosure sale shall be bound to Lessee for the term of this Lease, and the rights of Lessee hereunder shall expressly survive, and this Lease shall in all respects continue in full force and effect so long as Lessee performs all of its obligations hereunder. Notwithstanding, the Lessee covenants and agrees to execute and deliver upon demand of the Lessor, its successors or assigns, such further instruments subordinating this Lease to the lien of any such mortgages, on the terms and conditions provided above, whenever same shall be desired or requested by any mortgagee or proposed mortgagee, or by Lessor.

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**18. ESTOPPEL CERTIFICATE:** Lessee agrees that within ten (10) days of being requested to do so by Lessor or any mortgagee or proposed mortgagee, it will execute and acknowledge the status of this Lease and the performance of Lessor's obligations under this Lease as of the date of such estoppel certificate.

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**19. ASSIGNMENT AND SUBLETTING:** Lessee will not sell, assign, mortgage or transfer this Lease ("assignment"), sublet the Leased Premises or any part thereof or grant or allow the use or occupancy thereof, or allow any transfer hereof ("subletting"), or any lien upon the Lessee's interest by operation of law.

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**20. DEFAULT; LESSOR'S LIEN; ATTORNEY'S FEES:** In case Lessee fails to pay any installment of rent punctually when due, or fails to perform on demand, or violates any of the covenants, conditions, provisions or agreements herein contained, or if petition in bankruptcy shall be filed by or against Lessee, or if Lessee becomes insolvent, or if proceedings are taken by or against Lessee looking to the appointment of a receiver or syndic, or for a respite, or if Lessee, without the written consent of Lessor, closes the Leased Premises or discontinues active business

therein for a period of five (5) consecutive business days, or abandons, vacates or misuses the Leased Premises, or makes or attempts to make any sale or removal of the principal part of the movables or contents in the Leased Premises on which Lessor has a lien, or by any other means attempts to deprive Lessor of its lien thereon, or denies Lessor the opportunity of showing the Leased Premises to prospective tenants, as herein stipulated, then in said events or any of them, Lessor may, at Lessor's option, without any putting in default: (1) proceed for past due installments of rent, reserving its right to proceed later for the remaining installments, or (2) declare all of the unpaid installments of rent at once due and exigible, and the whole thereof shall become and be immediately due and payable, anything herein to the contrary notwithstanding, and proceed to enforce its legal remedies hereunder; or (3) cancel this Lease, and immediately expel Lessee, without, however, waiving Lessor's right to collect from Lessee any damages suffered by Lessor together with all installments of rent and all other payments due and owing for the period up to the time Lessor regains occupancy, including any liquidated damages. Lessee hereby assents thereto and waives all legal notice to vacate the Leased Premises. Lessor may remove, or cause to be removed, all effects from the Leased Premises and store the same in Lessor's or Lessee's name, but at the cost, expense and risk of Lessee, without liability to Lessor for loss or injury thereto, and without prejudice to Lessor's lien and privilege securing all the sums aforesaid. Failure to strictly and promptly enforce any of the above rights shall not operate as a waiver of any of Lessor's rights, Lessor expressly reserving the right always to enforce all of the terms of this Lease, or to exercise the option above set forth, as well as all rights belonging to Lessor by law, regardless of any extension or indulgence previously granted. In the event that counsel is employed to enforce any of Lessee's obligations or Lessor's rights hereunder, Lessee hereby agrees to pay all the fees and associated costs of Lessor's attorney.

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**21. HOLDOVER:** If, upon the termination of this Lease, whether by expiration or cancellation, Lessee shall, for any reason whatsoever, fail, neglect or refuse to vacate or deliver possession of the Leased Premises to Lessor, then Lessee shall be obligated for and shall pay to Lessor, by way of liquidated damages, and not as a penalty, two (2) times the rental per day stipulated herein for each day that Lessee, its agents or employees, may occupy any part of the Leased Premises, after the day on which the Lease is so terminated; but the provisions of this clause shall not operate as a waiver by Lessor of any right of re-entry hereinbefore provided; nor shall any waiver by Lessor of Lessor's right to terminate this Lease for breach of covenant affect Lessor's right to terminate this Lease for any later breach of the same or another covenant; and this Lease shall not be considered reconducted but instead Lessee, its agents and employees shall be considered to occupy the Leased Premises at the will of Lessor.

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**22. WAIVER:** No waiver of any condition expressed in this Lease shall be implied from any neglect or delay of Lessor to declare a forfeiture, or exercise any other remedy hereunder on account of the violation of such condition, and no express waiver shall affect any condition other than the one specified in such waiver and then only for the time and in the manner as such waiver specially stated.

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**23. CHOICE OF LAW:** All rights and remedies of Lessor under this Lease shall be cumulative and none shall exclude any other rights or remedies allowed by law; and this Lease is declared to be a Louisiana contract, and all of the terms hereof shall be construed according to the laws of the State of Louisiana.

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**24. NOTICES:** Any notice to be given under this Lease by Lessor to Lessee shall be considered as duly given, if made in writing and (a) sent by certified mail or express mail service, with postage prepaid and return receipt requested and a nationally utilized overnight delivery service (such as the Federal Express Company) or (b) left at the Leased Premises. Any notice to be given under this Lease by Lessee to Lessor shall be considered as duly given, if made in writing and sent by certified mail or express mail, with postage prepaid and return receipt requested, or by nationally utilized overnight delivery service to: 2401 Westbend Parkway, Suite 5055, New Orleans, Louisiana 70114. Any notice shall be deemed given when delivery is received or refused, as the case may be. A party may change its address for notice purposes by giving the other party notice of the new address, provided that the new address must be at a place in the continental United States where the mails, telegrams, facsimile transmissions, hand deliveries and deliveries by private delivery services are regularly delivered. The change of address shall be effective on the date specified therefor in the notice, provided that the effective date shall not be sooner than fifteen (15) days after notice thereof is received.

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**25. GOVERNMENTAL REQUIREMENTS; ACTIVITY ON PREMISES:** Lessee shall not conduct, nor permit to be conducted, on the Leased Premises any business that is contrary to the use for which this Lease is granted and, in any event, any business which is contrary to any laws of any governing authority having jurisdiction over the Leased Premises. Lessee further agrees that it shall have sole responsibility for assuring that both the Leased Premises and the business conducted thereon shall at all times comply with the “Rules and Regulations Governing the Lease of Office Space at Mahalia Jackson,” all applicable laws, rules and regulations, whether federal, state, or local, including, without limitation, the American Disabilities Act, 42 U.S.C. 12101 et seq.

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**26. SIDEWALKS; ELEVATORS; HALLWAYS:** Neither Lessee, its agents, employees or visitors, shall obstruct or use the sidewalks, entries, passages, vestibules, halls, elevator or stairways of the building for any other purpose than ingress and egress to and from the Leased Premises or throw or sweep or put anything out of the windows or doors, or in the passages or corridors of the building. Lessee shall not allow anything to be placed on the outside window ledges of the Leased Premises, nor shall Lessor, its agents or employees, throw anything out of the windows of the building.

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**27. CONSTRUCTION RESTRICTIONS:** Lessee shall neither cover nor obstruct the sashes, doors, windows, or any light or skylights that reflect or admit light into the halls or other

parts of the building, nor display, inscribe, paint or affix on the window glass and the glass on the sash and sash doors of the Leased Premises signs or notices except those of such size, content, color and style as Lessor shall determine may be inscribed, painted or affixed thereon. Lessee shall not otherwise mark, paint, drill into or in any way deface the windows, doors, walls, ceiling, partitions, floors, or the wood, stone, or aluminum work of the building, and shall not put therein any spikes, hooks, screws or nails.

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**28. EFFECTS OF USAGE ON INSURANCE:** Lessee will not use in any way or permit on the Leased Premises, anything that will invalidate the policies of insurance now or hereafter carried on the building, or that will increase the rate of insurance on the Leased Premises, or on the building of which the Leased Premises are a part.

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**29. CONDUIT AND CABLING:** Neither Lessee, its clerks, agents or servants, shall bring into the building, without the written consent, and under the direction of Lessor, gas pipes or any telephone, telegraph or electric wires for any purpose.

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**30. CHANGE OF NAME OF BUILDING:** Lessor shall have the right and privilege to change the name of the building, and in such event it is understood and agreed that prior to effective date of change, Lessor shall give to Lessee in writing three (3) months' notice of such change in name. Lessor shall have exclusive control over all graphics or other wall ornamentation or displays in the entrance lobby and in all common areas in the building.

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**31. RULES AND REGULATIONS:** Lessor reserves the right, from time to time, to amend and/or revise the "Rules and Regulations Governing the Lease of Office Space at Mahalia Jackson," or to make such other reasonable rules and regulations as in the judgment of Lessor may become necessary or desirable for the safety, proper care and cleanliness of the Leased Premises, and/or the building, or to preserve, maintain or promote the character and reputation of the building, or for any other reasonable or desirable purpose. Lessee shall be notified of all regulations in writing, and such regulations shall thereupon become a part of this Lease, and Lessee hereby agrees to fully observe the same to the extent as if the same had been originally incorporated herein.

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**32. RELOCATION:** Lessor reserves the right on thirty (30) days written notice to Lessee to substitute for the Leased Premises at the same rental as required of Lessee herein, including adjustments, other comparable premises within the building, or, in the case of a total destruction of the Leased Premises, within a comparable building. In the event Lessor elects to cause such substitution of premises, Lessor agrees to pay all reasonable expenses of Lessee incidental thereto.

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**33. HEADINGS:** The headings of the sections, subsections, and paragraphs of this Lease are

inserted for convenience of reference only and shall not be deemed to constitute a part hereof.

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**34. RECORDATION OF LEASE:** Lessee agrees to record the Lease in the conveyance office of Orleans Parish, Louisiana, which recordation shall be achieved at Lessee's expense.

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**35. COMMISSION:** It is agreed that neither Lessor nor Lessee is represented by a real estate broker and no real estate commission will be paid by either party in connection with this lease.

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**36. PROHIBITION AGAINST LEASEHOLD MORTGAGE:** Lessee shall not, without Lessor's prior written consent, grant, assign, create or confer a security interest in Lessee's leasehold right, title and interest in this Lease or the Leased Premises.

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**37. EMINENT DOMAIN:** In case the whole of the Leased Premises, or such part thereof as shall substantially interfere with Lessee's use and occupancy thereof, shall be taken for any public or quasi-public purpose by any lawful power or authority by exercise of the right of appropriation, condemnation or eminent domain, and sold pursuant to such taking, either party shall have the right to terminate this Lease effective as of the date possession is required to be surrendered to said authority. Lessee shall not assert any claim against Lessor or the taking authority for any compensation because of such taking, and Lessor shall be entitled to receive the entire amount of any award without deduction for any estate or interest of Lessee. In the event the amount of property or type of estate taken shall not substantially interfere with the conduct of Lessee's business, but other portions of the Building are taken such to render ownership of same undesirable as determined by Lessor in its discretion, Lessor shall be entitled to the entire amount of the award without deduction for any estate or interest of Lessee, and Lessor at its option may terminate this Lease. If Lessor does not elect to do so, proportionate allowance shall be made to Lessee for the rent corresponding to the time during which, and to the part of the Leased Premises of which, Lessee shall be so deprived on account of such taking and restoration. Nothing contained in the Paragraph shall be deemed to give Lessor any interest in any award made to Lessee for the taking of personal property and fixtures belonging to Lessee.

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**38. WRITTEN AMENDMENT REQUIRED:** This Lease may not be amended or modified except by an instrument in writing signed by Lessor and Lessee.

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**39. NO PARTNERSHIP:** The relationship of the parties to this Lease is that lessor/landlord and lessee/tenant, and is not intended and shall not be construed to create a partnership, joint venture, debtor/creditor or other legal relationship.

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**40. PROVISIONS BINDING UPON SUCCESSORS:** The provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors, and nominees.

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**41. TENANT IMPROVEMENTS:** Lessee shall accept the Leased Premises in its “as is” condition.

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**IN WITNESS HEREOF,** Lessor has hereunto caused its name to be signed by its proper officer thereunto duly authorized, and Lessee has signed these presents, the day, month and year first above written.

WITNESS FOR LESSOR:

LESSOR:  
Orleans Parish School Board

By:

Its: President

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

WITNESS FOR LESSEE:

LESSEE:  
By:

Its:

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

\_\_\_\_\_

