Calendar No. (Rev)
(Exp)

Name_____ Ext. _____
Person responsible for routing

**CHECK SHEET TO BE USED FOR
CLEARING ORDINANCES, MOTIONS, AND RESOLUTIONS
BEFORE SUBMISSION TO COUNCIL CLERK**

The originating agency shall attach a copy of each proposed ordinance, motion, or resolution to the check sheet for processing in the sequence indicated after preparing a synopsis. The detailed memorandum of explanation shall also be attached to this check sheet.

SYNOPSIS OF DOCUMENT: An ordinance to authorize the New Orleans Building Corporation ("NOBC") to execute and deliver the Lease Agreement pursuant to which NOBC will lease the surface parking lots numbered lot P250 located at 1001 Loyola Avenue, lot P251 located at 2000 Loyola Avenue, lot P252 located at 1100 Oretha Castle Haley Boulevard, lot P253 located at 1074 Baronne Street, lot P254 located at 1100 Carondelet Street, and lot P255 located at 1001 Loyola Avenue in New Orleans, Louisiana, to Premium Parking Services, L.L.C., for its operation of the surface parking lots.

1. Cynthia M. Conrad
Department Head

2. Jonathan Harris 7/29/2021
Department of Law

3. _____
Chief Administrative Officer

4. _____
Director of Council Relations

5. _____
Initials of Sponsoring Council Member

COUNCIL ACTION

Council Members Present: _____

Absent: _____

AMENDMENTS:

FINAL ADOPTION:

MOVED: _____

2ND: _____

LEGISLATIVE SUMMARY

TO ACCOMPANY ORDINANCES

BEFORE SUBMISSION TO CLERK OF COUNCIL

Requesting Department or Agency: New Orleans Building Corporation

Name of Contact Person: Cynthia M. Connick

Telephone Number: (504) 658-0295

Email Address: cmconnick@nola.gov

Initials of Sponsoring Councilmember(s): _____

DETAILED SYNOPSIS OF THE ORDINANCE

Please generally describe the purpose, intent, and effect of the proposed ordinance.

The purpose of the ordinance is to authorize the New Orleans Building Corporation to execute and deliver the Lease Agreement providing for Premium Parking Services, L.L.C.'s lease and operation of the City-owned surface parking lots located at Union Passenger Terminal and City-leased surface parking lots located underneath Hwy US90/Pontchartrain Expressway.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate a contract, CEA, or other similar agreement (hereafter contract), please provide the following additional information.

☑ **If this section is not applicable, please check this box.**

The parties involved:

The New Orleans Building Corporation and Premium Parking Services, L.L.C.

The obligations, expectations, and deliverables of the parties involved:

Premium will lease, operate and maintain the surface parking lots in exchange for rent payments to NOBC.

Any fiscal implications for the City with the contract:

See above.

The public purpose and need for the contract:

The Lease Agreement will foster economic growth in the City by providing for the operation of these City-owned surface parking lots.

The duration of the contract:

The term of the Lease Agreement is January 1, 2021 through December 31, 2023. There are no renewal options.

LEGISLATIVE SUMMARY

If the Ordinance is to effectuate an amendment to the Codes of the City of New Orleans, please provide the following additional information.

☐ **If this section is not applicable, please check this box.**

The existing provision(s) of the Code being proposed for amendment:

The general content/requirements of the existing Code provision:

How the proposed ordinance will alter the existing Code provision(s):

Why these changes are needed:

REQUESTED ADOPTION DATE: September 2, 2021

Reference: Council Rule 41 & City Code Section 2-813

ORDINANCE

CITY OF NEW ORLEANS

CITY HALL: August 5, 2021

CALENDAR NO. 33,419

NO. _____ MAYOR COUNCIL SERIES

BY: COUNCILMEMBER MORENO (BY REQUEST)

AN ORDINANCE to authorize New Orleans Building Corporation ("NOBC") to execute and deliver the Lease Agreement, substantially in accordance with the document attached hereto as Exhibit "A" (the "UPT/US90 Parking Lease"), pursuant to which NOBC will lease the following surface parking lots located in New Orleans, Louisiana to Premium Parking Services, L.L.C., ("Lessee") for Lessee's operation of the surface parking lots: lot P250 located at 1001 Loyola Avenue, lot P251 located at 2000 Loyola Avenue, lot P252 located at 1100 Oretha Castle Haley Boulevard, lot P253 located at 1074 Baronne Street, lot P254 located at 1100 Carondelet Street, and lot P255 located at 1001 Loyola Avenue (the "Premises"); and to otherwise provide with respect thereto.

WHEREAS, the Premises is comprised of (a) the property subject to a Cooperative Endeavor Agreement between the City of New Orleans (the "City") and NOBC dated effective January 18, 2018 for certain parking areas located under Highway US 90 in New Orleans, Louisiana and (b) a portion of the property subject to a Lease between the City and Lessor dated May 3, 2002 for the New Orleans Union Passenger Terminal property; and

WHEREAS, Lessee and NOBC desire to enter into the UPT/US90 Parking Lease; and

WHEREAS, in order to foster growth and economic development in the City, it is in the best interest of the City to authorize the execution and delivery by NOBC of the UPT/US90 Parking Lease; and

WHEREAS, the proposed rent and other terms of the UPT/US90 Parking Lease provide a fair and equitable return to NOBC; **NOW, THEREFORE**

SECTION 1. THE COUNCIL OF THE CITY OF NEW ORLEANS HEREBY ORDAINS, That the UPT/US90 Parking Lease among the New Orleans Building Corporation, as Lessor, and Premium Parking Services, L.L.C., as Lessee, is hereby approved.

SECTION 2. That NOBC as Lessor is authorized to execute and deliver the UPT/US90 Parking Lease as the Exhibit attached hereto and made part of this Ordinance as Exhibit "A," and such other documents or instruments necessary or appropriate to effectuate the foregoing.

SECTION 3. That the City Attorney is hereby authorized to make any technical changes and modifications to this Ordinance and other documents to conform the Ordinance and other documents to the action and intent of the City Council as recorded during the City Council meeting of _____, 2021 or at any subsequent City Council meeting at which action relative to this matter may be taken by the City Council.

ADOPTED BY THE COUNCIL OF THE CITY OF NEW ORLEANS _____

_____
PRESIDENT OF THE COUNCIL

DELIVERED TO THE MAYOR ON _____

APPROVED:
DISAPPROVED: _____

_____
MAYOR

RETURNED BY THE MAYOR ON _____ **AT** _____

_____
CLERK OF COUNCIL

ROLL CALL VOTE:
YEAS:
NAYS:
ABSENT:
RECUSED:

Lease Agreement

1. Introduction and Parties

1.1 This Lease Agreement (this "**Lease**") is dated effective January 1, 2021 (the "**Effective Date**"), by and between the New Orleans Building Corporation, a Louisiana public benefit corporation (the "**Lessor**") and Premium Parking Service, L.L.C. a Louisiana limited liability company (the "**Lessee**")(collectively with the Lessor, the "**Parties**" and each a "**Party**").

1.2 Lessee desires to lease from the Lessor, and the Lessor desires to lease to the Lessee, the following surface parking lots located in New Orleans, Louisiana: lot P250 located at 1001 Loyola Avenue, lot P251 located at 2000 Loyola Avenue, lot P252 located at 1100 Oretha Castle Haley Boulevard, lot P253 located at 1074 Baronne Street, lot P254 located at 1100 Carondelet Street, and lot P255 located at 1001 Loyola Avenue (the "**Leased Premises**") for operation of Lessee's parking business ("**Lessee's Business**") on the terms and conditions set forth in this Lease.

1.3 The Leased Premises is comprised of (a) a portion of the property subject to a Cooperative Endeavor Agreement between the City of New Orleans (the "**City**") and Lessor dated effective January 18, 2018, which property is shown on Exhibit A-1 attached hereto (the "**US 90 Property**"), and (b) the property subject to a Lease between the City and Lessor dated May 3, 2002 for the New Orleans Union Passenger Terminal property shown on Exhibit A-2 attached hereto (the "**UPT Property**").

1.4 Now, therefore, in consideration of the mutual obligations of the Parties set forth in this Lease, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows.

2. Definitions

2.1 "**Applicable Laws**" are any federal, state, local or municipal laws, ordinances, codes, regulations or other legal requirements applicable to the Lessor, the Lessee, the Leased Premises or any operations conducted from or on the Leased Premises, including Environmental Laws.

2.2 A "**Business Day**" is any day other than a Saturday, Sunday or a day on which banks in New Orleans, Louisiana are authorized to close.

2.3 "**Covid-19 Period Termination Date**" means the last day of the third calendar month of a three consecutive-month period in which Lessee's Gross Revenue reaches at least 80% of Lessee's Gross Revenue at the Leased Premises for that corresponding three-month period in 2019. Lessee's 2019 monthly Gross Revenue at the Leased Premises is set forth on **Exhibit B** hereto.

2.4 "**Environmental Laws**" are any statutes, ordinances, rules, regulations, orders, registrations, licenses, permits, directives, decrees, reported decisions or other requirements of any

federal, state, parish or municipal government or political subdivision, commission, district, department or agency regulating, prohibiting or otherwise restricting the placement, discharge, release, threatened release, generation, storage, transportation, handling, recycling, treatment or disposal in, on, within or under any environmental media of any Hazardous Substances, including, without limitation: (a) the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. §§ 6901 *et seq.*; (b) the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), 42 U.S.C. §§ 9601 *et seq.*, as amended by the Superfund Amendments and Reauthorization Act of 1986 (SARA); (c) the Hazardous Materials Transportation Act, 49 U.S.C. §§ 5101 *et seq.*; (d) the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq.*; (e) the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; (f) the Clean Water Act, 33 U.S.C. § 1251 *et seq.*; (g) the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*; (h) the Safe Drinking Water Act, 42 U.S.C. §§ 300f-300j; and (i) Louisiana statutory and regulatory provisions relating to Hazardous Substances, including, without limitation, the Louisiana Environmental Quality Act, La. R.S. §§ 30:2001 *et seq.* ("**LEQA**").

2.5 "**Governmental Authority**" is any federal, state, parish or municipal government or political subdivision, commission, department or agency thereof having jurisdiction in any material respect over the Leased Premises or a party to this Lease.

2.6 "**Gross Revenue**" means all sums collected by Lessee for the parking and storage of motor vehicles, whether on an hourly, daily, weekly, monthly, or special event basis, minus all sums paid by Lessee on account of (i) any sales tax on the Leased Premises receipts and (ii) any parking tax related to the Leased Premises, but without deduction for any sums paid by Lessee on account of any occupational license tax, personal property tax, or any other tax or charge payable to the tax collector (collectively "**Tax**") and without deduction for any cost or expense incurred in relation to the operation, administration, or management of the Leased Premises or Lessee's Business. Gross Revenue shall include all parking fees, penalties, fines and other amounts paid to or collected or recovered by Lessee in connection with enforcement of its parking rules and regulations. Calculation of Gross Revenue shall not include any sums collected and retained by Lessee's third-party enforcement subcontractor in connection with enforcement of its parking rules and regulations, such as towing or booting expenses, provided however that the Lessee shall cause the enforcement contractor to collect and remit to Lessee the parking charges owed by any customer whose vehicle is booted or towed (the "**Remitted Charges**"), which will be included in Gross Revenue.

2.7 "**Hazardous Substance**" is any substance, product, matter, material, waste, solid, liquid, gas, chemical, effluent, pollutant, contaminant, or agent, the generation, storage, transportation, handling, recycling, release, threatened release or treatment of which is regulated, prohibited or limited under any Environmental Law, including without limitation: (a) gasoline, diesel fuel, fuel oil, motor oil, waste oil, condensate and any other petroleum hydrocarbons, including any additives or other by-products associated therewith; (b) asbestos and asbestos-containing materials; (c) regulated polychlorinated biphenyls; (d) any substance, the presence of which in, on, under, about or within the Leased Premises requires reporting or remediation under any Environmental Law; (e) flammable explosives; (f) radioactive materials; and (g) any other substance designated as a "pollutant" under LEQA.

2.8 The "**Lessee Parties**" are the Lessee and its members, managers, officers, directors, agents, employees, contractors, subcontractors and invitees.

2.9 "**Permits**" are all permits, licenses, approvals and other authorizations of any Governmental Authority relating to the ownership, operation, construction or maintenance of the Leased Premises.

2.10 "**Person**" is a natural person or a corporation, partnership, limited liability company, trust or other juridical entity.

3. Lease and Term

3.1 The Lessor hereby leases to the Lessee, and the Lessee hereby leases from the Lessor, the Leased Premises for a term which commenced on the Effective Date and ends December 31, 2023 (the "**Term**"), unless earlier terminated as provided herein.

4. Rent

4.1 **Rent During the Covid-19 Period.** From the Effective Date until the Covid-19 Period Termination Date, Lessee shall pay Lessor on a monthly basis a percentage of the aggregate Gross Revenue (as defined in Section 2.6 above) generated from the Leased Premises during each calendar year (the "**Percentage Rent Payments**") in accordance with the following table:

Aggregate Gross Revenue Range for the Calendar Year			% of Gross Revenue Payable to NOBC
$0	-	$240,000	50%
$240,000.01	-	$480,000	70%
$480,000.01	-	$720,000	90%
In excess of $720,000			80%

The Percentage Rent Payment for each month shall be paid no later than the 20th day of the following calendar month. If a threshold is met during a calendar month, the Percentage Rent Payment for that calendar month will be prorated in accordance with the percentages set forth in this Section 4.1. Upon execution of this Lease by the Parties and approval of same by the City Council of New Orleans, Lessee shall pay to Lessor all Percentage Rent Payments and any Base Rent (defined below) that have accrued under this Lease from the Effective Date until the date of such approval, together with all records required under Section 4.4 to be submitted to Lessor in connection with such payments.

4.2 **Rent After the Covid-19 Period.** Beginning on the day following the Covid-19 Period Termination Date, the Rent shall be paid as follows: Lessee shall, on a monthly basis, pay to Lessor the fixed amount of Twenty Six Thousand Two Hundred Fifty dollars ($26,250.00)

payable in arrears no later than the last day of each calendar month (the "**Base Rent**"). By way of example, without limitation, payment of the Base Rent for the month of January would be due no later than January 31. In addition to the monthly payment of the Base Rent, no later than January 31 of the following calendar year, Lessee shall be required to pay to Lessor a year-end payment of fifty-one percent (51%) of all annual Gross Revenue generated by the Leased Premise in excess of Four Hundred Seventy Five Thousand dollars ($475,000.00) (the "**Year End Payment**").

4.3 **Proration for Partial Year.** If the Covid-19 Period Termination Date occurs on a date other than December 31 of a calendar year, the Year End Payment shall be prorated for the portion of the partial calendar year that follows the Covid-19 Period Termination Date (the "**Post-Covid-19 Partial Calendar Year**"). By way of example and without limitation, if the Covid-19 Period Termination Date occurs on October 31, 2021, the Year End Payment for 2021 shall be 51% of all Gross Revenue generated by the Leased Premises during the Post Covid-19 Partial Calendar Year in excess of $79,166.67 (which is 2/12, of $475,000.)

4.4 **Record Keeping, Reporting and Audits**.

(a) Lessee shall keep complete and accurate year-to-date reports and records of all Gross Revenue relating to the Leased Premises. Lessee shall permit Lessor or its agents or representatives to inspect and copy Lessee's records at Lessee's offices during reasonable business hours and at Lessor's expense, at any time during the Term of this Lease and for a period of three (3) years following termination of this Lease. No later than twenty (20) days following the end of each calendar month, Lessee shall provide to Lessor a report signed by the Chief Financial Officer of the Lessee stating the Gross Revenues from the preceding month and year-to-date totals of same, which monthly report shall be substantially in the format of **Exhibit C** attached hereto and made a part hereof. Prior to the Covid-19 Period Termination Date, said report shall also state any applicable Percentage Rent Payment due to Lessor. Additionally, no later than thirty (30) days after the yearly anniversary date of the Lease, Lessee shall provide to Lessor a completed annual report signed by Lessee's Chief Financial Officer detailing the Gross Revenue of the Leased Premises for the preceding year (the "**Year End Report**"), which Year End Report shall be in substantially the format set forth on the sample annual report of Lessee attached hereto as **Exhibit D**. After the Covid-19 Period Termination Date, said report shall also state any applicable Year End Payment amount due to Lessor and the calculation used to reach said amounts. For the avoidance of doubt, and without limiting any of the foregoing requirements, the reports required under this Section 4.4 must detail any Remitted Charges (as defined in Section 2.6).

(b) Lessee will maintain all books, documents, papers, accounting records, invoices, materials records, payrolls, work papers, personnel records, and other evidence pertaining to the performance of its obligations under this Lease, including, without limitation, of costs incurred, through the later of 3 years from: (a) the termination of this Lease (including any renewal or extension periods); or (b) from the resolution of any dispute relating to the Lease. If this Lease is terminated for any reason, the Lessee will deliver to Lessor all such records compiled through the date of termination. The Lessee will identify any reporting requirements, including the frequency, method and contents. The Lessee is solely responsible for the relevance and accuracy of all items and details included in any reports relating to its obligations under this Lease, regardless of any review by the City or Lessor.

(c) The Lessee will submit to any Lessor and/or City audit, inspection, and review, and at the Lessor's and/or City's request will make available all documents relating or pertaining to this Lease maintained by or under the control of the Lessee, its employees, agents, assigns, successors, contractors and subcontractors, during normal business hours at the Lessee's office or place of business in Louisiana. If no such location is available, the Lessee will make the documents available at a time and location that is convenient for the City and/or Lessor.

(d) The Lessee will abide by all provisions of City Code § 2-1120, including but not limited to City Code § 2-1120(12), which requires the Lessee to provide the Office of Inspector General with documents and information as requested. Failure to comply with such requests shall constitute a material breach of the Lease. The Lessee agrees that it is subject to the jurisdiction of the Orleans Parish Civil District Court for purposes of challenging a subpoena.

4.5 **Claims Regarding Payments.** Subject to the terms of Section 4.4 hereof, at any time during the Term of this Lease and two years following the termination of this Lease, Lessor shall have the right in its sole discretion to review all records and books of Lessee related to its obligations under this Lease. If any such review reveals that Lessee has underpaid any Percentage Rent Payment or Year End Payment to Lessor, then the balance remaining due by Lessee to Lessor shall be paid within fifteen (15) business days of written notice by Lessor to Lessee demanding same, and including with such notice reasonable documentation of the amount due, including the applicable portions of Lessor's review of Lessee's records (a "**Lessor's Claim**"). If the monetary amount of any Lessor's Claim exceeds three (3) percent of the total Year End Payment and/or Percentage Rent Payment owed to Lessor, then Lessee shall additionally owe to Lessor interest on said amount at an interest rate equal to the lesser of six (6%) percent per annum or the maximum rate permitted by Applicable Law accruing from the date such payment was originally due until the full amount is paid to Lessor. If Lessee disputes Lessor's Claim, then Lessee, at its sole expense, may require the disputed claim to be referred to an independent certified public accountant of Lessor's choosing. The final decision or determination by such accountant of the correct amount of the Year End Payment and/or Percentage Rent Payment due shall be binding on the parties. If such accountant determines that Lessee has underpaid any Year-End Payment, then the balance remaining due by Lessee to Lessor shall be paid within fifteen (15) Business Days of written notice of such determination including any interest owed, if any, pursuant to this section. Similarly, if such accountant determines that there has been an overpayment of a Year End Payment and/or a Percentage Rent Payment, such overpayment shall be paid by Lessor to Lessee within fifteen (15) Business Days after receipt of the written report identifying same.

4.6 **Definition of Rent.** The Percentage Rent Payments, the Base Rent, the Year End Payments, and any other sums payable by the Lessee under this Lease are sometimes referred to herein collectively as the "**Rent**".

5. Uses.

5.1 **Use.** The Lessee may use the Leased Premises for the operation of Lessee's Business, subject to and in accordance with all Applicable Laws and this Lease.

5.2 **Compliance with Laws.** The Lessee, at its sole cost and expense, shall comply with all Applicable Laws relating to its use of the Leased Premises and the performance of its

obligations under this Lease. The Lessee will be responsible for obtaining all Permits required for the operation of Lessee's Business at the Leased Premises, all at the Lessee's sole cost and expense.

6. Lessee's Operational Obligations

6.1 **Continuous Operation**. Lessee shall operate Lessee's Business at the Leased Premises continuously during the Term, seven days per week and 24 hours per day.

6.2 **Promotion and Signage**. Lessee shall promote, advertise and endeavor to increase the volume, efficiency and quality of the services rendered at the Leased Premises. In furtherance of this objective, Lessee, at its sole cost, shall be allowed to place signage customary to other lots managed by Lessee on or about the Leased Premises. Lessee SHALL NOT be allowed to place any signage advertising any other business, service or product besides that of Lessee or its third-party enforcement subcontractor without prior written consent from Lessor in Lessor's sole and absolute discretion. The signage placed by Lessee on or about the Leased Premises shall be subject to the prior written approval of Lessor as to its size, location, content, color and design, which approval shall not be unreasonably withheld. A sample of the present intended signage of Lessor is attached hereto as **Exhibit E**. Further, all signage of Lessee shall comply with all Applicable Laws.

6.3 **Rate Structure**. Lessee shall be responsible for setting the market rate structure for transient and monthly users of the surface parking lots at the Leased Premises. Any other agreements with third parties outside of said rate structure shall require Lessor's prior written approval, which shall not be unreasonably withheld.

6.4 **Prompt Notice**. Lessee shall promptly give notice to Lessor of any matter that in Lessee's reasonable judgment requires Lessor's attention.

6.5 **Records and Reports**. Lessee shall submit complete and accurate reports, maintain records, submit to audits and inspections, maintain insurance, and perform all other obligations of the Lessee as set forth in this Lease;

6.6 **Monitoring**. Lessee shall monitor, supervise, and otherwise control and be solely responsible for all persons performing any obligations on behalf of Lessee that are required to be performed by Lessee pursuant to this Lease.

6.7 **Cooperation**. Lessee shall cooperate with the City and Lessor and any person performing work for the City and/or Lessor.

7. NOBC's Obligations

7.1 **Administration.** Lessor will:

(a) Provide the Lessee with documents deemed necessary for the Lessee's use of the Leased Premises permitted under the Lease;

(b) Provide access to Lessor personnel to discuss Lessee's permitted uses of the Leased Premises during normal working hours, as requested by the Lessee; and

(c) Abide by the other terms and conditions of this Lease.

7.2 **Peaceable Possession.** Subject to the terms and conditions of this Lease, the Lessor covenants that the Lessee will have the right to peaceable possession of the Leased Premises throughout the Term for all purposes for which the Lease was granted.

8. Taxes and Other Charges

8.1 **Taxes**. Lessee shall be responsible for payment directly to the tax collector of all Tax (as defined in Section 2.6 above).

8.2 **Utilities.** The Lessee will be responsible for all charges for gas, electricity, water, sewer, telephone, trash and waste removal and other utilities consumed on or furnished to the Leased Premises.

9. Environmental Matters.

9.1 **Compliance**. Tenant agrees that it will not operate the Leased Premises in violation of any Environmental Laws and that it will not keep any Hazardous Materials on the property.

10. Security, Construction; Maintenance and Alterations

10.1 **Security**. Lessor shall have no liabilities or responsibilities whatsoever in connection with any matters of safety pertaining to the Leased Premises, and/or Lessee and its employees, its customers, invitees, users or occupants. All matters pertaining to such security shall be the sole responsibility of Lessee, and the indemnification to be afforded by Lessee to Lessor pursuant to Section 13 below shall extend to any and all matters, claims, allegations, losses, harm, injury or expenses alleged against or suffered by or incurred by Lessor arising out of or connected to, in any manner or to any extent whatsoever, matters of security as described herein.

10.2 **Maintenance and Repair.** The Lessee will be responsible for maintaining the Leased Premises in a good, clean, and safe condition, ordinary wear and tear and damage by fire or other casualty or a Taking (as defined below) excepted. Subject to Sections 15 and 27.22, and except for repairs caused by Lessee, its employees, agents or third-party enforcement company, Lessor will be responsible for any necessary asphalt repair and/or resurfacing of the parking lots on the Leased Premises during the Term, including the cost of such repairs or resurfacing. Lessee shall promptly notify Lessor if it believes any such repairs or resurfacing becomes necessary during the term.

10.3 **Alterations.** Lessee may not make any alterations or improvements to the Leased Premises without Lessor's consent, which Lessor may withhold in its sole discretion.

10.4 **Ownership of Improvements**. Throughout the Term, all improvements on the Leased Premises shall be the property of the Lessee. At the end of the Term, all improvements on the Leased Premises shall revert to the Lessor, without any compensation or reimbursement by the Lessor to the Lessee.

11. Insurance

11.1 **In General.** Lessee and its contractors and subcontractors shall procure and maintain during the Term of this Lease insurance against claims for injury to persons or damage to property which may arise from or in connection with the use of the Leased Premises by Lessee or any Lessee Parties. The insurance requirements herein are minimum requirements for this Lease and in no way limit the indemnity covenants contained in this Lease. Lessor in no way warrants that the minimum limits contained herein are sufficient to protect the Lessee from liabilities that might arise out of the use of the Leased Premises by Lessee or any Lessee Parties. Lessee is free to purchase such additional insurance as may be determined necessary.

11.2 **Minimum Scope and Limits of Insurance.** Lessee shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

(a) **Commercial General Liability -Occurrence Form.** Comprehensive general liability insurance including coverage for bodily injury, death, property damage, broad form contractual liability and "XCU" occurring in, on or about the Leased Premises with at least the following limits: (i) combined single limit of not less than $1,000,000, (ii) $2,000,000 General Aggregate Limit (Other than Products and Completed Operations), (iii) $1,000,000 Products-Completed Operations Aggregate Limit, and (iv) $1,000,000 Personal and Advertising Injury, and with deductibles that are reasonably required by the Lessor, considering the use to which the Leased Premises are put and the insurance coverages carried for similar properties used for similar operations. The policy shall be endorsed to include the following additional insured language: "The City of New Orleans, New Orleans Building Corporation and its agents shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Premium Parking Service L.L.C." Lessee's contractors and subcontractors shall be subject to the same minimum requirements identified above.

(b) **Automobile Liability.** Bodily injury and property damage coverage for any owned, hired, and non-owned vehicles used in connection with Lessee's use of the Leased Premises and/or the performance of Lessee's obligations under this Lease with limits of liability of not less than $1,000,000 combined single limit. The policy shall be endorsed to include the following additional insured language: "New Orleans Building Corporation and the City of New Orleans shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of Premium Parking Service, L.L.C., including automobiles owned; leased, hired or borrowed by Premium Parking Service, L.L.C." Lessee's contractors and subcontractors shall be subject to the same minimum requirements identified in this section.

(c) **Worker's Compensation**. Workers' Compensation Insurance, to meet the applicable State or Federal requirements and Employers' Liability Insurance with limits of not less than $1,000,000 each accident, $1,000,000 for Disease- Each Employee, and $1,000,000 for Disease, Policy Limit. The policy shall contain a waiver of subrogation against New Orleans Building Corporation and the City of New Orleans. Lessee's contractors and subcontractors shall be subject to the same minimum requirements identified in this section. This requirement shall

not apply when a contractor or subcontractor is exempt under N.R.S., AND when such contractor or subcontractor executes the appropriate sole proprietor waiver form.

(d) **Garage Keeper's Liability Insurance**. Garage Keeper's Legal Liability Insurance shall be required in the amount of $5,000,000.00.

11.3 **Additional Insurance Requirements**. The policies shall include, or be endorsed to include, the following provisions:

(a) **Additional Insured Status**. Lessee will provide, and maintain current, a Certificate of Insurance naming the City of New Orleans and Lessor and their departments, political subdivisions, officers, officials, employees, and volunteers and as "Additional Insureds" on the CGL policy with respect to liability arising out Lessee's use of the Leased Premises and its performance of its obligations under this Lease. General liability coverage can be provided in the form of an endorsement to Lessee's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). On insurance policies where Lessor and the City of New Orleans and their agents are named as additional insureds, Lessor and the City and their agents shall be additional insureds to the full limits of liability purchased by the Lessee even if those limits of liability are in excess of those required by this Lease. The Certificate of Insurance, as evidence of all required coverage, should name the City of New Orleans Risk Manager as Certificate holder and be delivered via U.S. Mail to 1300 Perdido Street, 9E06, New Orleans, Louisiana 70112.

(b) **Primary Coverage**. For any claims related to this Lease, the Lessee's insurance coverage shall be primary insurance as respects the City and Lessor. The Lessee's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

(c) **Claims Made Policies.** If applicable, the retroactive date must be shown and must be before the Effective Date of this Lease. If the coverage is canceled or non-renewed, and not replaced with another claims-made policy, Lessee must purchase "extended reporting" coverage for a minimum of 5 years after the termination of this Lease.

(d) **Waiver of Subrogation.** Lessee and its insurers agree to waive any right of subrogation which any insurer may acquire against the City of New Orleans or Lessor by virtue of the payment of any loss under insurance required by this Lease.

(e) **Notice of Cancellation**. Each insurance policy required above shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to Lessor and the City of New Orleans, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. Such notice shall be sent directly to Lessor at the address set forth herein and to the City of New Orleans Risk Manager at 1300 Perdido Street, 9E06, New Orleans, Louisiana 70112.

(f) **Acceptability of Insurers**. Insurance is to be placed with insurers licensed and authorized to do business in the State of Louisiana with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to Lessor. Lessor in no way warrants that the above-required minimum insurer rating is sufficient to protect Lessee from potential insurer insolvency.

(g) **Provision of Documents**. Lessee shall provide to Lessor and the City of New Orleans Risk Manager at 1300 Perdido Street, 9E06, within 10 calendar days of the Effective Date and at any other time upon request the following documents: (i) proof of coverage for each policy of insurance required by this Lease, (ii) copies of all policies of insurance, including all policies, forms, and endorsements, and (iii) statements disclosing any policy aggregate limit. Lessee shall furnish Lessor and the City with certificates of insurance (ACORD form or equivalent approved by Lessor), the declarations page, and a copy of each policy as required by this Lease. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All issuance certificates and renewal certificates shall be sent to Lessor and the City as provided herein. Lessor reserves the right to require complete, certified copies of all insurance policies required by this Lease at any time.

(h) **Further Obligations**. Without notice from the City or Lessor, Lessee shall: (i) replenish any policy aggregate limit that is impaired, (ii) substitute insurance coverage acceptable to the Lessor within 30 calendar days after any insurance company providing any insurance to Lessee pursuant to the terms of this Lease is declared bankrupt, becomes insolvent, loses the right to do business in Louisiana, or ceases to meet the requirements of this Lease; and (iii) notify Lessor and the City in writing within 48 hours of its receipt of any notice of non-renewal, cancellation, or reduction in coverage or limits affecting any policy of insurance maintained under this Lease.

(i) **Subcontractors**. All required contractors' and subcontractors' certificates and endorsements are to be received and approved by Lessor before such contractor's or subcontractor's work commences. All insurance coverages for subcontractors shall be subject to the minimum requirements identified above, unless otherwise specified in this Lease.

(j) **Modification**. Any modification or variation from the insurance requirements in this Lease shall be made by the City Attorney General's Office or the Risk Manager in consultation with Lessor whose decision shall be final.

(k) **Failure to Maintain Insurance**. Failure to maintain the insurance required under this Lease more than ten (10) days written notice from Lessor shall constitute a material breach of this Lease.

12. Entry

12.1 The Lessor and its agents or designees may enter the Leased Premises, at any reasonable time and on reasonable notice to the Lessee, for the purposes of examining and inspecting the condition of the Leased Premises and to determine if the Lessee is performing the covenants and agreements of this Lease.

13. Indemnity

13.1 **Lessee's Indemnity.** To the fullest extent permitted by law, Lessee will indemnify, defend and hold harmless Lessor and the City of New Orleans, and their respective owners, directors, agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the "**Indemnified Parties**") from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties for loss of life or injury or damage to

persons or property arising from or relating to any act or omission or the operation of the Lessee, its agents, subcontractors, employees, or sublessees in connection with Lessee's use of the Leased Premises, and for any and all claims and/or liens for labor, services or materials furnished to Lessee in connection with Lessee's use of the Leased Premises.

13.2 **Limitation.** Lessee's indemnity does not extend to any loss arising from the gross negligence or willful misconduct of any of the Indemnified Parties, provided that no Lessee Party contributed to such gross negligence or willful misconduct.

13.3 **Independent Duty**. The Lessee has an immediate and independent obligation to, at Lessor's option: (a) defend the Indemnified Parties from or (b) reimburse the Indemnified Parties for any costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (a) the allegations are or may be groundless, false or fraudulent, or (b) the Lessee is ultimately absolved from liability.

13.4 **Expenses**. Notwithstanding any provision to the contrary, Lessee shall bear the expense, including but not limited to, the City of New Orleans's and Lessor's reasonable attorney's fees and expenses incurred in enforcing this indemnity.

14. Condemnation

14.1 **Total Taking.** This Lease shall terminate if all of the Leased Premises are physically taken in a condemnation, expropriation, eminent domain or similar proceeding for a public taking or agreement in lieu thereof (a "**Taking**"). The effective date of the termination shall be the date that possession of the Leased Premises is so taken.

14.2 **Partial Taking.** If there is a Taking of only part of the Leased Premises, then the Lessee, at its option, may terminate this Lease if the remainder of the Leased Premises after the Taking is not suitable for the Lessee's use, as determined by the Lessee in the exercise of its commercially reasonable judgment. The Lessee shall notify the Lessor of its election to terminate within 60 days after the date of the Taking, in which event this Lease shall terminate as of the date possession is taken. If the Lessee chooses not to terminate this Lease, then this Lease shall continue in effect with respect to the remainder of the Leased Premises, and Base Rent shall be reduced in proportion to the area of the Leased Premises so taken.

14.3 **Ownership of Award.** The Lessee shall not be entitled to and expressly waives all claims against Lessor to an award or similar compensation for a Taking. Nevertheless, subject to Section 27.22 hereof, each party shall have the right to make a separate claim from the Taking authority for compensation as may be recoverable by each party in its own right, including but not limited to claims by the Lessee for any Taking by the City related to this Lease and/or the Property.

15. Casualty

15.1 **Casualty.** Subject to the terms of this Section 15, if a fire or other casualty (a "**Casualty**") occurs and if any improvements on the Leased Premises are damaged or destroyed by the Casualty, the owner of such improvements, whether Lessor or Lessee, shall promptly restore, repair, replace or rebuild the improvements located on the Leased Premises and this Lease shall continue in full force and effect. The surface of the parking lots on the Leased Premises are

deemed the improvements of the Lessor, who shall be responsible for restoring, repairing, replacing, and rebuilding them as needed, subject to and in accordance with the terms of this Section 15.

15.2 **Substantial Portion**. If during the Term the surface of the parking lots on the Leased Premises shall be destroyed or damaged by Casualty, Lessor shall promptly commence and proceed with diligence to repair, rebuild or replace such surface. Notwithstanding the foregoing, if a Substantial Portion (as hereinafter defined) or all of such surface is destroyed or damaged by Casualty, Lessor may elect either: (i) to restore, rebuild or repair as provided above; or (ii) not to restore, rebuild or repair the surface of the lots on the Leased Premises, in which event this Lease shall be terminated. "**Substantial Portion**" for purposes of this provision shall mean any portion of the surface of the parking lots if the cost to NOBC of repairing the damage amounts to more than twenty-five (25%) of the total value of the existing surface, such total value being the estimated cost of constructing a parking lot of like size, design and materials at the site of the Leased Premises (excluding pilings), assuming such site to be clear. Costs of repairs shall be the total cost of labor, materials and services based on current prices for new materials. Costs of repairs as used to determine whether the damage is to a Substantial Portion of the Leased Premises shall be calculated based on the amount that NOBC would be required to pay to restore the property after deducting the amounts that NOBC will receive from insurance or other sources for such repairs.

15.3 **Minor Portion.** If during the Term, a Minor Portion (as hereinafter defined) of the surface of the parking lots on the Leased Premises shall be destroyed by Casualty, Lessor shall repair, rebuild or replace the surface of the parking lots on the Leased Premises in accordance with Section 15.1 and the first sentence of Section 15.2. "**Minor Portion**" for purposes of this provision shall mean any portion of the surface of the parking lots if the cost of repairing the damage does not exceed twenty-five (25%) of the total value of the existing surface, such total value being the estimated cost of constructing a parking lot of like size, design and materials at the site of the Leased Premises (excluding pilings), assuming such site to be clear. Costs of repairs shall be the total cost of labor, materials and services based on current prices for new materials. Costs of repairs as used to determine whether the damage is to a Minor Portion of the Leased Premises shall be calculated based on the amount that NOBC would be required to pay to restore the property after deducting the amounts that NOBC will receive from insurance or other sources for such repairs.

15.4 **Rent Abatement**. If a Casualty causes damage to the surface of the parking lots on the Leased Premises such that Lessee is physically prevented from conducting Lessee's Business on all or part of the Leased Premises, then, Subject to Sections 15.1, 15.2 and 15.3 above, the Rent due under this Lease shall be abated, in the proportion that the number of unusable parking spaces bears to the total number of parking spaces on the Leased Premises, until the damaged surface is repaired, rebuilt, or restored.

16. Liens

16.1 Lessee covenants not to permit any judgment, attachment or lien to be filed against the Leased Premises. Should any judgment, attachment or lien of any nature be filed against the Leased Premises due to any action or inaction of Lessee, then Lessee shall within 30 days, cause

such judgment, attachment or lien to be removed by substitution of collateral, bonding or otherwise.

17. Default

17.1 **Lessee Events of Default.** A "**Lessee Event of Default**" shall be deemed to have occurred if any of the following occurs:

(a) The Lessee fails to make a payment of Rent required to be paid to the Lessor under this Lease promptly when due and the failure to pay Rent is not cured by the Lessee within 10 days after written notice to the Lessee.

(b) The Lessee fails to perform or is otherwise in default under any of the other terms, covenants or conditions of this Lease and the default is not cured by the Lessee within 30 days after written notice to the Lessee; provided, however, that if the default is not susceptible of cure within 30 days, then a Lessee Event of Default shall be deemed not to have occurred so long as the Lessee commences to cure the default within the 30-day period and diligently pursues curing the default; provided, however, that if the Lessee default threatens imminent harm to persons or property or threatens a violation of Applicable Law, then the Lessee shall only have such period of time to cure the default as is reasonable under the circumstances.

(c) There is a filing against the Lessee in a court pursuant to a statute of either the United States or any state of a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee and the suit is not dismissed within 30 days after the date of filing.

(d) The Lessee files a petition in bankruptcy or insolvency or for the reorganization or for the appointment of a receiver or trustee, or makes a general assignment for the benefit of creditors, or enters into any arrangement for the relief of debtors.

17.2 **Lessor Rights and Remedies.** If a Lessee Event of Default occurs, then the Lessor, at its option, may pursue any or all of the following rights and remedies:

(a) The Lessor may collect past due Rent and all other past due obligations.

(b) The Lessor may terminate this Lease.

(c) The Lessor may exercise any other right or remedy provided or permitted by Applicable Law, including the right to seek specific performance and injunctive relief.

Any one or more of the rights or remedies specified in this Section 17.2 shall be available to the Lessor on a Lessee Event of Default. If the Lessor elects one or more rights or remedies as to a Lessee Event of Default, it may at any time thereafter elect one or more different rights or remedies as to the Lessee Event of Default. Lessee specifically waives all notices to vacate, including but not limited to the notice to vacate specified in Louisiana Civil Code of Procedure Article 4701, or any successor provision of law. The provisions of this Section 17.2 are further subject to the provisions of Section 18.

18. Termination of Lease

18.1 On the expiration or sooner termination of this Lease, the Lessee shall surrender the Leased Premises in as good condition as when received, excepting only deterioration caused by ordinary wear and tear and damage from fire or other casualty or a Taking. The Lessee shall deliver to the Lessor all keys and combinations to locks, safes and vaults, if any. The Lessee may at any time before the expiration of the Term remove from the Leased Premises its movable furniture, fixtures and equipment. The Lessee shall repair any damage to the Leased Premises caused by the removal. Any of the Lessee's furniture, fixtures or equipment remaining on or in the Leased Premises after the expiration of the Term of this Lease shall be deemed abandoned, and shall, without further instrument of conveyance, become the sole and exclusive property of the Lessor. Except as otherwise set forth in this Lease, and except for rights or obligations that accrued before the termination of this Lease, all rights and obligations of the parties hereunder shall cease on any termination of this Lease.

19. Subletting and Assignment

This Lease and any part of the Lessee's interest in it are not assignable or transferable without the Lessor's prior written consent.

20. Estoppel Certificates

From time to time and within 15 days after notice from the other party to this Lease, the Lessor or the Lessee shall execute and deliver to the other party to this Lease or a designee of the other party to this Lease a written declaration: (a) expressing the commencement and termination dates; (b) certifying that this Lease is in full force and effect and has not been assigned, modified, supplemented or amended (except as otherwise indicated in the declaration); (c) certifying that there are no defenses or offsets against the enforcement of this Lease by the Lessor or Lessee (or stating those claimed by the Lessor or Lessee); (d) certifying the amount of advance Rent, if any, paid by the Lessee; (e) certifying the date to which the Rent has been paid; and (f) such additional information as may be reasonably requested by the Lessor or the Lessee.

21. Lessee's Representations and Warranties.

21.1 Lessee represents and warrants that:

(a) The Lessee, through its duly authorized representative, has the full power and authority to enter into and execute this Lease;

(b) The Lessee has the requisite expertise, qualifications, staff, materials, equipment, licenses, permits, consents, registrations, and certifications in place and available for the performance of its obligations under this Lease;

(c) The Lessee is bonded, if required by law, and fully and adequately insured for any injury or loss to its employees and any other person or property resulting from the actions or omissions of the Lessee, its employees, its subcontractors or invitees in the performance of its obligations under the Lease and the use of the Leased Premises;

(d) The Lessee is not under any obligation to any other person that is inconsistent or in conflict with this Lease or that could prevent, limit or impair the Lessee's performance of its obligations under this Lease;

(e) The Lessee has no knowledge of any facts that could prevent, limit or impair the performance of this Lease, except as otherwise disclosed to Lessor and incorporated into this Lease;

(f) The Lessee is not in breach of any federal, state, or local statute or regulation applicable to the Lessee or its operations;

(g) The Lessee has read and fully understands this Lease and is executing this Lease willfully and voluntarily; and

(h) All of the representations and warranties in this Section and elsewhere in this Lease are true and correct as of the date of this Lease and the execution of this Lease by the Lessee's representative constitutes a sworn statement under penalty of perjury by the Lessee as to the truth of such representations and warranties.

(i) **Convicted Felon Statement**. The Lessee complies with City Code § 2-8(c) and no principal, member, or officer of the Lessee has, within the preceding 5 years, been convicted of, or pled guilty to, a felony under state or federal statutes for embezzlement, theft of public funds, bribery, or falsification or destruction of public records.

(j) **Non-Solicitation Statement**. The Lessee has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Lease. The Lessee has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Lease.

(k) **Employee Verification**. The Lessee swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Lease, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all contractors and subcontractors to submit to the Lessee a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Lease to termination, and may further result in the Lessee being ineligible for any public contract for a period of 3 years from the date the violation is discovered. The Lessee further acknowledges and agrees that it shall be liable for any additional costs incurred by Lessor occasioned by termination of this Lease or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. The Lessee shall provide to the Lessor a sworn affidavit attesting to the above provisions if requested by Lessor. Lessor may terminate this Lease if the Lessee fails to provide such requested affidavit or violates any provision of this paragraph.

(l) **Reliance**. Lessee acknowledges that the Lessor is relying on these representations and warranties and Lessee's expertise, skill, and knowledge and that the Lessee's obligations and liabilities will not be diminished by reason of any approval by the City or Lessor.

22. Notices

22.1 **In General**. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Lease will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

To the Lessor:	New Orleans Building Corporation Attn: Chief Executive Officer 1111 Canal Street, Suite 400 New Orleans, Louisiana 7012 Phone: 504-658-0920
With a copy to:	Stone Pigman Walther Wittmann L.L.C. Attn: Scott T. Whittaker 909 Poydras Street, Suite 3150 New Orleans, LA 70112 Phone: 504-581-3200
To the Lessee:	Premium Parking Service, LLC Attn: Ben Montgomery 601 Poydras Street, Suite 1500 New Orleans LA 70130-6061
With a copy to:	Stanley, Reuter, Ross, Thornton & Alford, LLC Attn: Thomas P. Owen, Jr. 909 Poydras Street, Suite 2500 New Orleans, Louisiana 70112 Phone: 504-523-1580

22.2 **Effectiveness**. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance is deemed received as of the date of the first attempted delivery.

22.3 **Notification of Change**. Each party is responsible for notifying the other in writing of any changes in its address(es) set forth above.

23. Living Wages. To the fullest extent permitted by law, Lessee agrees to abide by City Code Sections 70-801, *et seq.*, which requires payment of a wage to covered employees equal to the amounts defined in the Code ("**Living Wages**"). If the Lessee fails to comply with the requirements of the Living Wage during the Term, said failure may result in termination of this Lease or the pursuit of other remedies by the Lessor.

24. Disadvantaged Business Enterprise ("DBE") Program.

24.1 **In General**. The Lessee agrees to abide by the City Code Sections 70-496, *et seq.* and 70-456, *et seq.*, and to use its best efforts to carry out all applicable requirements of the City's

DBE Program in connection with its performance of its obligations under this Lease, as set forth in the City Code and any applicable rules adopted thereunder. The City of New Orleans Office of Supplier Diversity ("**OSD**") oversees the DBE Program and assigns a DBE Compliance Officer ("**DEBCO**") to ensure compliance.

24.2 **Monitoring**. To ensure compliance with the DBE requirements during the Term of this Lease, the DEBCO will monitor the Lessee's use of DBE subcontractors/suppliers ("**DBE Entities**") through the following actions:

(a) Site visits;

(b) Electronic payment tracking via the Contract Compliance Monitoring System or other means as approved by the OSD;

(c) Routine audits of contract payments to all contractors and subcontractors;

(d) Reviewing of records and reports; and/or

(e) Interviews of selected personnel.

The DEBCO may schedule inspections and on-site visits with or without prior notice to the Lessee or DBE Entities.

24.3 **Cooperation**. The Lessee shall:

(a) Designate an individual as the "DBE Liaison" who will monitor the Lessee's DBE participation as well as document and maintain records of "Good Faith Efforts" with DBE Entities.

(b) Execute written contracts with DBE Entities that meet the applicable DBE goals. The Lessee shall provide the DEBCO with copies of said contracts within 30 days from the date this Lease is fully executed. The Lessee shall agree to promptly pay subcontractors, including DBE Entities, in accordance with Applicable Law.

(c) Establish and maintain the following records for review upon request by the OSD: (i) copies of written contracts with DBE Entities and purchase orders; (ii) documentation of payments and other transactions with DBE Entities; (iii) appropriate explanations of any changes or replacements of DBE Entities, which may include a records of "Post-Award Good Faith Efforts" for each certified firm that the Lessee does not use in accordance with the approved DBE participation submission; (iv) any other records required by the OSD. The Lessee is required to maintain such records for 3 years after termination of this Lease. Such records are necessary to determine compliance with the DBE obligations.

(d) Post monthly payments and submit regular reports to the DEBCO as required via the online "Contract Compliance Monitoring System" or other means approved by the OSD. The Lessee shall submit the initial report outlining DBE Participation within 30 days of the execution of this Lease. Thereafter, "DBE Utilization" reports shall be due on or before the fifteenth day of each month until all DBE subcontracting work is completed. Reports are required

even when no activity has occurred in a monthly period. If the established percentage is not being met, the monthly report shall include a narrative description of the progress being made in DBE participation. The Lessee may also be required to attach or upload copies of canceled checks or bank statements that identify payer, payee and amount of transfer to verify payment information as indicated on the form.

(e) Conform to the established percentage as approved by the OSD. The total dollar amount of the Lease shall include approved change orders and amendments. For a requirements contract, the total dollar amount shall be based in actual quantities ordered. No changes to the established percentages and DBE Entities submitted on DBE Compliance Form-1 shall be allowed without approval by the OSD. Lessor will not adjust the contract for any increase in cost due to replacement of DBE Entities.

24.4 **Post-Award Modification**. The OSD may grant a post-award modification request if:

(a) For a reason beyond the Lessee's control, the Lessee is unable to use the certified DBE submitted on DBE Compliance Form-1 to perform the specified work. The Lessee must notify the OSD of the intent for removal and substitution of a certified DBE immediately upon determination that the DBE submitted on Compliance Form-1 is unable to perform the specified work. In such case, the Lessee shall use and document "Good Faith Efforts" to find a similarly qualified and certified DBE to perform such specified work. The same criteria used for establishing "Good Faith Efforts" in maximizing the participation of DBE Entities prior to awarding the Lease will also apply to the substitution of DBE subcontractors during the performance of the Lease; or

(b) The Lessee reasonably believes that, due to a change of scope, execution of the work in accordance with the directions from the Lessor is unlikely to meet the established percentage terms. In such case, the Lessee shall use and document "Good Faith Efforts" to achieve a reasonable amount of DBE participation on the remaining obligations under the Lease.

25. Non-Discrimination.

25.1 **Equal Employment Opportunity**. In all hiring or employment made possible by, or resulting from, this Lease, the Lessee (1) will not discriminate against any employee or applicant because of race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture or ancestry, and (2) where applicable, will take affirmative action to ensure that the Lessee's employees are treated during employment without regard to their race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, age, physical or mental disability, national origin, sexual orientation, gender identity, creed, culture or ancestry.

25.2 **Non-Discrimination**. In the performance of its obligations under this Lease, Lessee will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex (gender), sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS or HIV status against (1) any employee of the City of New Orleans or Lessor working with the Lessee in any of Lessee's operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social or other establishments or organizations operated by Lessee. The Lessee agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

25.3 **Incorporation into Subcontracts**. The Lessee will incorporate the terms and conditions of this Section 25 into all subcontracts entered into in connection with this Lease, by reference of otherwise, and will require all subcontractors to comply with its provisions.

25.4 **Termination for Non-Compliance.** Lessor may terminate this Lease if Lessee fails to comply with any obligations of this Section 25, which failure is a material breach of this Lease.

26. Force Majeure.

26.1 **In General**. If either party is delayed in, or prevented from, performing an act required under this Sublease (other than payment of Rent, which shall not be governed by this Section 26.1, but shall be governed by 26.2) by reason of Act of God, fire, explosion, flood, quarantine mandated by Applicable Law or a Governmental Authority because of an epidemic or pandemic (including, but not limited to, the COVID-19 pandemic), hurricane or named windstorm, order to shelter in place by a Governmental Authority, riot, terrorism, war, strike, or any similar cause beyond such party's reasonable control (each a "**Force Majeure Event**"), then delay in the performance by such party of such act, to the extent caused by a Force Majeure Event, shall be excused until the Force Majeure Event subsides to the extent that performance may be resumed. A Force Majeure Event shall include a situation if one or more Governmental Authorities imposes a mandatory restriction in response to a public health crisis that reduces and limits capacity at restaurants, bars, conventions and festivals (as applicable) in an area that includes the area within a 1 mile radius of the Leased Premises

26.2 **Rent.** If, after the Covid-19 Period Termination Date, there is a Force Majeure Event and such Force Majeure Event causes Lessee's Gross Revenue to decrease by 33% or more for two or more consecutive calendar months (a "**Force Majeure Event Reduction Period**"), which decline shall be measured by comparing Lessee's Gross Revenue in a calendar month to Lessee's Gross Revenue in the corresponding calendar month of the preceding calendar year (or, if such corresponding calendar month of the preceding calendar year precedes the commencement of the Term, then to Lessee's Gross Revenue in the corresponding calendar month of 2019 (as shown in Exhibit B attached hereto)), then the monthly Base Rent for any calendar month in a Force Majeure Event Reduction Period shall be proportionately reduced based on the degree of the reduction in Gross Revenue, until the first calendar month in which Lessee's Gross Revenue is more than 67% of Gross Revenue for the corresponding calendar month of the preceding calendar

year (or, if such corresponding calendar month of the preceding calendar year precedes the commencement of the Term, then to Lessee's Gross Revenue in the corresponding calendar month of 2019 (as shown in Exhibit B attached hereto)). By way of example and not limitation, if the Covid-19 Period Termination Date has occurred, and a Force Majeure Event causes Lessee's Gross Revenue in August and September of 2022 to fall by 35% as compared to Lessee's Gross Revenue in August and September of 2021, the amount of Base Rent owed for September and August of 2022 shall be reduced by 35%. If Lessee's Gross Revenue in October 2022 is more than 67% of Lessee's Gross Revenue in October 2021, Lessee shall pay Lessor the full amount of monthly Base Rent for October 2022 with no reduction. Notwithstanding anything in this Lease to the contrary, payment of Rent in the event of a Casualty that causes damage to the surface of the parking lots on the Leased Premises such that Lessee is physically prevented from conducting Lessee's business on all or part of the Leased Premises shall be governed by Section 15.4, and not this Section 26.2.

27. Miscellaneous.

27.1 **Attorney's Fees**. If either party institutes legal proceedings to enforce or interpret this Lease, the prevailing party in these proceedings will be entitled to recover all reasonable attorneys' fees and costs incurred in connection therewith.

27.2 **Conflicting Employment**. To ensure that Lessee's efforts do not conflict with the City's or Lessor's interests, and in recognition of the Lessee's obligations to the City and Lessor, the Lessee will decline any offer of other employment if its performance of this Lease is likely to be adversely affected by the acceptance of the other employment. The Lessee will promptly notify the City and Lessor in writing of its intention to accept the other employment and will disclose all possible effects of the other employment on the Lessee's performance of this Lease. The City and Lessor will make a final determination whether the Lessee may accept the other employment.

27.3 **Applicable Law**. This Lease will be governed by and construed in accordance with the laws of the State of Louisiana without regard to its conflicts of laws provisions.

27.4 **Successors and Assigns**. The terms, covenants and conditions of the Lease are binding on and inure to the benefit of each of the parties and their respective permitted successors and assigns.

27.5 **Amendment**. No amendment or modification to this Lease shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Lease.

27.6 **Entire Agreement**. This Lease including all incorporated documents, constitutes the final and complete agreement and understanding between the parties with respect to the terms hereof. All prior and contemporaneous agreements and understandings concerning the subject matter hereof, whether oral or written, are superseded by this Lease and are without effect to vary or alter any terms or conditions of this Lease.

27.7 **Relationship**. The relationship established by this Lease is that of landlord and tenant. None of the language or terminology of this Lease shall be construed to create a partnership, joint venture, corporation, association, fiduciary relationship or any other form of relationship between the Lessor and the Lessee other than that of landlord and tenant.

27.8 **Construction.** Neither party will be deemed to have drafted this Lease. This Lease has been reviewed by all parties and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of all parties. No term of this Lease shall be construed or resolved in favor of or against the Lessor or the Lessee on the basis of which party drafted the uncertain or ambiguous language. The headings and captions of this Lease are provided for convenience only and are not intended to have effect in the construction of interpretation of this Lease. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

27.9 **Exhibits.** The following exhibits will be and are incorporated into this Lease:

(a) Exhibit A-1 – US 90 Property

(b) Exhibit A-2 – UPT

(c) Exhibit B – 2019 Gross Revenues

(d) Exhibit C – Monthly Report

(e) Exhibit D – Year End Report

(f) Exhibits E – Premium Parking Sign Package UPT/US90 Lots

27.10 **Jurisdiction**. The Lessee consents and yields to the jurisdiction of the State Civil Courts for the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of the Lessee.

27.11 **Limitations on the Lessor's Obligations.** The Lessor has no obligations not explicitly set forth in this Lease or any incorporated documents or expressly imposed by law.

27.12 **No Third Party Beneficiaries**. With the exception of the City of New Orleans, this Lease is entered into for the exclusive benefit of the parties and the parties expressly disclaim any intent to benefit anyone not a party to this Lease.

27.13 **Non-Exclusivity**. This Lease is non-exclusive and the Lessee may provide services to other clients, subject to Lessor's approval of any potential conflicts with the performance of this Lease and the City and Lessor may enter into leases or agreements with other parking lot/parking garage operators for properties other than the Leased Premises, and after the Term, for properties including the Leased Premises.

27.14 **Non-Waiver**. The failure of either party to insist upon strict compliance with any provision of this Lease, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

27.15 **Ownership of Interest Disclosure**. The Lessee will provide a sworn affidavit listing all natural or artificial persons with an ownership interest in the Lessee and stating that no other person owns an ownership interest in the Lessee via counterletter. For the purposes of this provision, an "ownership interest" shall not be deemed to include ownership of stock in a publicly traded corporation or ownership of an interest in a mutual fund or trust that holds an interest in a publicly traded corporation. If the Lessee fails to submit the required affidavits, the Lessor may, after 30 days' written notice to the Lessee, take any action it deems necessary, including, without limitation, causing the suspension of any payments to Lessee, until the required affidavits are submitted.

27.16 **Ownership of Records**. Upon final payment, all data collected and all products of work prepared, created or modified by Lessee in the performance of its obligations under this Lease, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding the Lessee's personnel and administrative records and any tools, systems, and information used by Lessee to perform its obligations under this Lease, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "**Work Product**") will be the exclusive property of Lessor and Lessor will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark or patent of Work Product in the Lessor's name. No Work Product may be reproduced in any form without Lessor's express written consent. Lessor may use and distribute any Work Product for any purpose Lessor deems appropriate without the Lessee's consent and for no additional consideration to the Lessee.

27.17 **Prohibition on Financial Interest in Agreement**. No elected official or employee of the City of New Orleans or Lessor shall have a financial interest, direct or indirect, in this Lease. For purposes of this provision, a financial interest held by a spouse, child, or parent of any elected official or employee of the City of New Orleans or Lessor shall be deemed to be a financial interest of such official or employee. Any willful violation of this provision, with the expressed or implied knowledge of Lessee, shall render this Lease voidable by the Lessor and shall entitle the Lessor to recover, in addition to any other rights and remedies available to the Lessor, all monies paid by the Lessor to Lessee pursuant to this Lease without regard to Lessee's otherwise satisfactory performance of its obligations under this Lease.

27.18 **Prohibition on Political Activity**. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Lease shall be used in the performance of this Lease for any partisan political activity, or to further the election or defeat of any candidate for public office.

27.19 **Remedies Cumulative**. No remedy set forth in this Lease or otherwise conferred or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

27.20 **Severability**. Should a court of competent jurisdiction find any provision of this Lease to be unenforceable as written, the unenforceable provision should be reformed, if possible,

so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Lease shall remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part of the Lease.

27.21 **Subcontractor Reporting**. The Lessee will provide a list of all natural or artificial persons who are retained by the Lessee at the time of the Lease's execution and who are expected to perform work as contractors or subcontractors in connection with Lessee's performance of its obligations under this Lease. For any contractor or subcontractor proposed to be retained by the Lessee to perform work in connection with Lessee's performance of its obligations under this Lease, the Lessee must provide notice to the Lessor and the City within 30 days of retaining that contractor or subcontractor. If the Lessee fails to submit the required lists and notices, the Lessor may, after thirty days' written notice to the Lessee, take any action it deems necessary, including, without limitation, causing the suspension of any payments to Lessee, until the required lists and notices are submitted.

27.22 **Future Changes to UPT Facility.** Lessee acknowledges and agrees that due to the planned road improvement project known as the Howard Avenue Extension project (the "**HAE**"), the configuration of the UPT Property and the Leased Premises is expected to change, including, without limitation, in the following ways: (i) the parking spaces along the access driveway to the south of the Loyola Lot (defined below), the parking spaces around the circular driveway located on the north side of the main UPT building, the parking located adjacent to the south side of the U.S. Post Office building, and the parking located along the access driveway to the east of the U.S. Post Office building will be mostly or completely eliminated, (ii) the asphalt parking lot located on Loyola Avenue, bounded by Loyola Avenue, Julia Street, and an access driveway (the "**Loyola Lot**") may change in size, access points, and/or configuration, (iii) Lessor may eliminate additional parking spaces as Lessor may determine necessary to fulfill Lessor's obligations under a separate memorandum of understanding with Amtrak to provide unpaid parking in a secure lot for Amtrak employees (collectively, the "**UPT Reconfiguration**"). Lessee understands that the UPT Reconfiguration may result in the reduction of available paid parking spaces at the Leased Premises, both temporarily during any construction phase of the UPT Reconfiguration and permanently once the UPT Reconfiguration takes effect. Lessor will provide written notification at least 30 days in advance of any actions being taken on the UPT Reconfiguration that will result in the loss of parking spaces in the Leased Premises. After Lessor's transmittal of such notice, Lessee and Lessor shall, for a period of up to 60 days, negotiate in good faith new terms and conditions that are agreeable to both parties to account for the loss of parking spaces during construction of the UPT Reconfiguration and after the UPT Reconfiguration becomes permanent. If the Lessor and Lessee are unable to negotiate acceptable new terms and conditions during such 60-day period, either party shall have the right to terminate this Lease by providing 60 days written notification to the other party.

27.23 **Survival of Certain Provisions**. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Lease and continue in full force and effect.

27.24 **Terms Binding**. The terms and conditions of this Lease are binding on any heirs, successors, transferees and assigns.

27.25 **Counterparts**. This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Lease, but all of which, when taken together, shall constitute one and the same agreement.

27.26 **Electronic Signature and Delivery.** The parties agree that a manually signed copy of this Lease and any other documents attached to this Lease delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Lease. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Lease.

[*Signatures on following page*]

The Lessor and the Lessee have duly executed this Lease effective as of the Effective Date.

LESSOR:

New Orleans Building Corporation, a Louisiana public benefit corporation

By:_____
Cynthia M. Connick
Chief Executive Officer

LESSEE:

Premium Parking Service, L.L.C., a Louisiana corporation

By:_____
James Huger
Chief Executive Officer

EXHIBIT A-1

US 90 Property

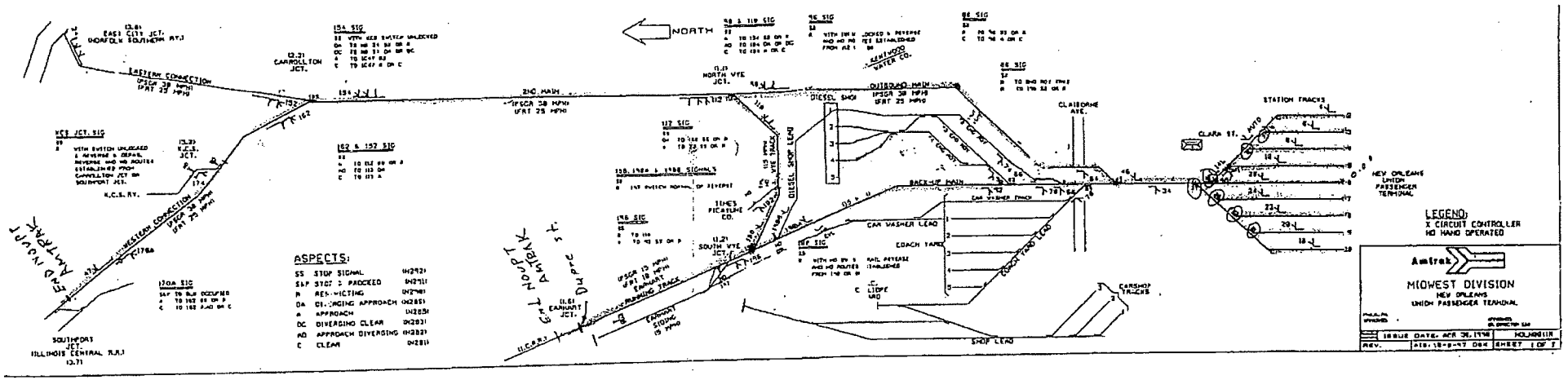
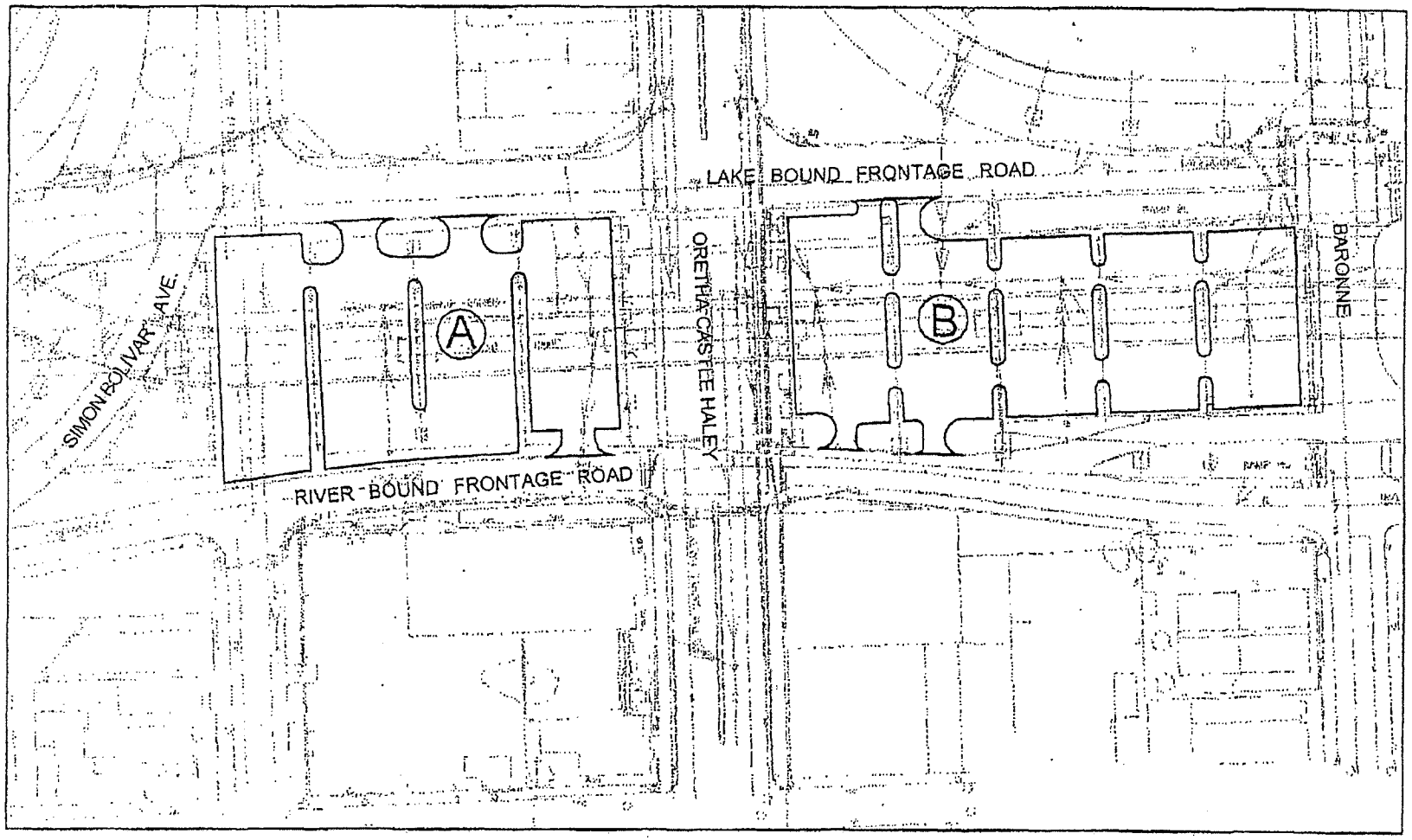

NORTH
EAST CITY JCT.
NORFOLK SOUTHERN RY.
EASTERN CONNECTION
CARROLLTON JCT.
2ND MAIN
NORTH WYE JCT.
OUTBOUND MAIN
DIESEL SHOP
CLAIBORNE AVE.
STATION TRACKS
CLARA ST.
NEW ORLEANS UNION PASSENGER TERMINAL
BACK-UP MAIN
CAR WASHER LEAD
COACH YARD
COACH YARD LEAD
SHOP LEAD
CARSHOP TRACKS
SOUTH WYE JCT.
TIMES PICAYUNE CO.
DIESEL SHOP LEAD
EARHART JCT.
EARHART SIDING
CLEARING TRACK
S.P. MAIN
SOUTHPORT JCT.
ILLINOIS CENTRAL R.R.
N.C.S. RY.
WESTERN CONNECTION
ASPECTS:
SS STOP SIGNAL
SAP STOP & PROCEED
R RESTRICTING
DA DIVERGING APPROACH
A APPROACH
DC DIVERGING CLEAR
AD APPROACH DIVERGING
C CLEAR
LEGEND:
X CIRCUIT CONTROLLER
HO HAND OPERATED
Amtrak
MIDWEST DIVISION
NEW ORLEANS
UNION PASSENGER TERMINAL
ISSUE DATE: APR 30, 1998
REV.
SHEET 1 OF 1

Exhibit A

Exhibit A-2

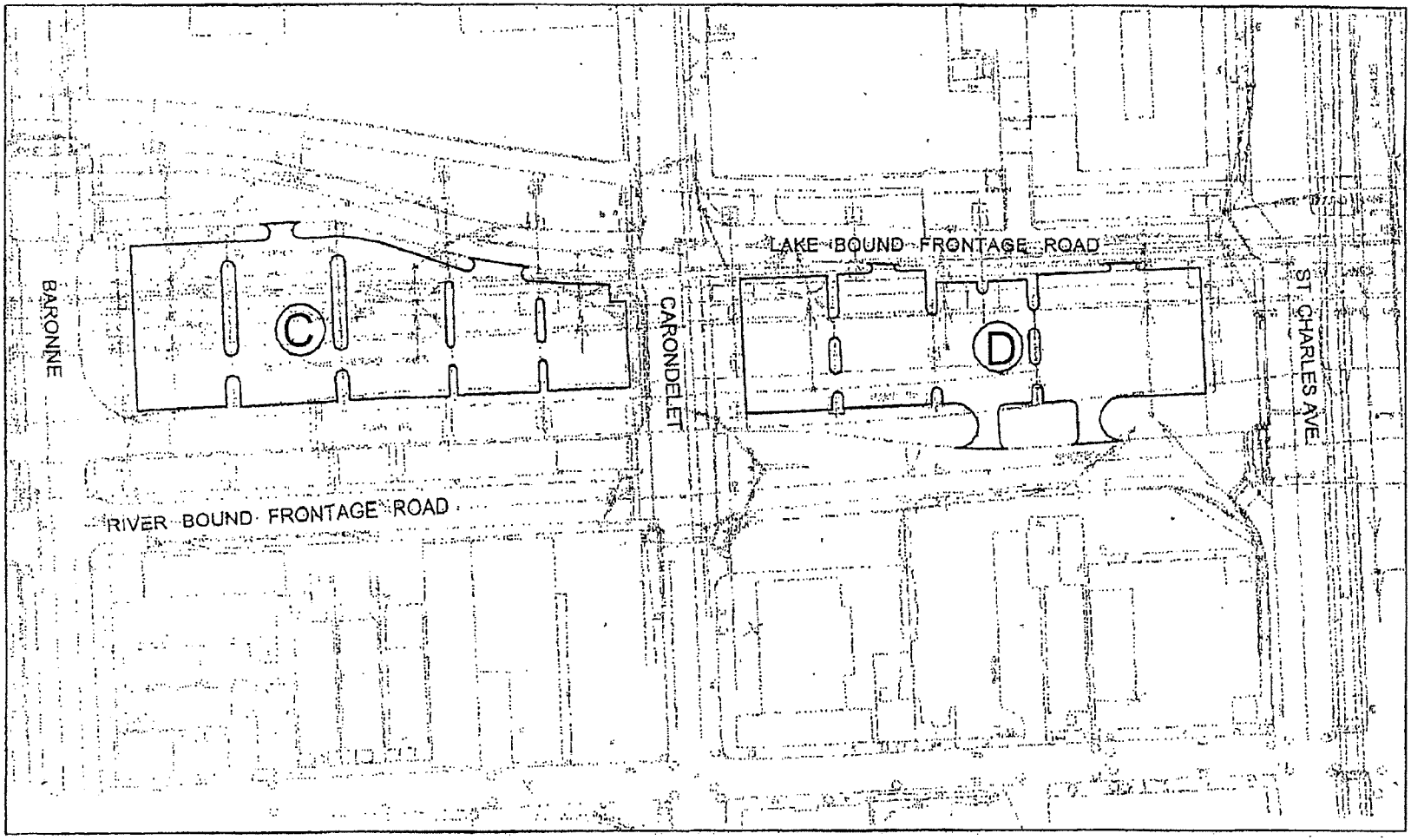
UPT Property



CRESCENT CITY CONNECTION
PARKING AREAS A & B

SCALE: 1" = 100'-0"

EXHIBIT A1



CRESCENT CITY CONNECTION
PARKING AREAS C & D

SCALE: 1" = 100'-0"

EXHIBIT A2

Exhibit B

2019 Monthly Gross Revenues

Summary of Gross Revenue in USD
For January 1, 2019 through December 31, 2019

2019	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Loyola Surface Lot	51,083.30	40,203.80	57,285.51	32,905.14	33,207.15	33,041.24	42,997.83	54,618.67	46,538.21	53,245.49	65,323.79	185,890.28
Loyola Expressway Lot	2,222.09	1,453.99	4,762.71	1,546.83	1,425.98	1,656.67	1,358.12	1,342.88	1,158.38	2,236.64	1,598.47	3,135.14
Oretha Castle Haley Expressway Lot	507.42	364.26	5,245.82	194.20	297.14	270.64	343.05	430.40	344.88	457.53	404.96	607.65
Baronne Street Lot	2,357.58	4,401.01	14,017.85	2,741.11	2,872.96	2,890.47	3,220.04	2,797.41	2,635.66	2,817.64	2,185.21	2,239.77
Carondelet Street Lot	5,219.67	6,606.95	13,489.73	5,879.11	5,111.87	5,704.61	5,605.14	6,096.12	5,160.49	5,388.48	4,719.80	5,148.07
Loyola Horseshoe	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,202.76
TOTAL GROSS REVENUE	61,390.06	53,030.01	94,801.62	43,268.39	42,915.10	43,563.63	53,524.18	65,285.48	55,837.62	64,145.78	74,232.23	205,223.67

Exhibit C

Monthly Report

Premium Parking Service, LLC
Statement of Revenue - US 90/ Pontchartrain Expressway
April 2017

	Apr	Buget	Jan - Apr	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
4005 Reservation Income					
4006 App Income					
4010 Hotel Parking Income					
4020 Daily Parking Income					
4030 Monthly Parking Income					
4060 Location Rental					
4300 Miscellaneous Income					
5040 Sales Tax					
Total Income					
Net Ordinary Income					
Net Income					

Exhibit D

Year End Report

Premium Parking Service, LLC

Statement of Revenue - US 90/ Pontchartrain Expressway

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Ordinary Income/Expense												
Income												
4005 Reservation Income												
4006 App Income												
4010 Hotel Parking Income												
4020 Daily Parking Income												
4030 Monthly Parking Income												
4060 Location Rental												
4300 Miscellaneous Income												
5040 Sales Tax												
Total Income												
Net Ordinary Income												
Net Income												

Exhibit E

Premium Parking Sign Package UPT/US 90 Lots

Premium Parking Samples Sign Package

UPT and Underpass Lots

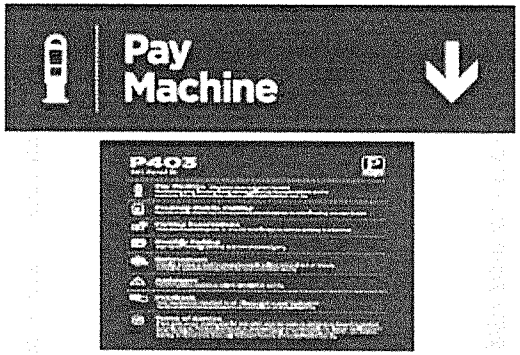
2017




PUBLIC PARKING
Shopping
Aquarium
Casino
P403
201 Canal St
premiumparking.com | 504.565.5546


P
PREMIUM
PARKING


PUBLIC PARKING
Casino
Fulton St
Hotels
P151
542 Tchoupitoulas St
premiumparking.com | 504.565.5546
P
PREMIUM
PARKING


Pay
Machine
P403


Pay
Machine
Premium
Mobile Parking
P151


P151
300 Poydras St
PREMIUM PARKING
Pay Machine (Machine does not give change)
Remember your license plate# before following the instructions on the machine. If no license plate, please call 504-565-5546 (ext 7).
Premium Mobile Parking
Pay via mobile device by visiting premiumparking.com or downloading our app (iOS).
Parking Reservations
Visit premiumparking.com or use the mobile app to reserve parking in advance.
Monthly Parking
Sign up for monthly parking at premiumparking.com.
Enforcement
Vehicles parked or paid for inappropriately will be immobilized or towed.
Complete separate transactions for each occupied space.
Assistance
For immediate assistance call 504-565-5546 (ext 7).
Feedback
Your feedback is important to us! Please send us your feedback at
Terms of Service
If you park on our unattended lot and retain your car keys, no contract of deposit is created but only one of hiring or letting out of space. We are not responsible for losses resulting from theft, vandalism, or property damage to your vehicle or its contents. Louisiana Law, Statute 9:2781. To remove the boot call Premium Parking (504) 565-5546 (ext 4).



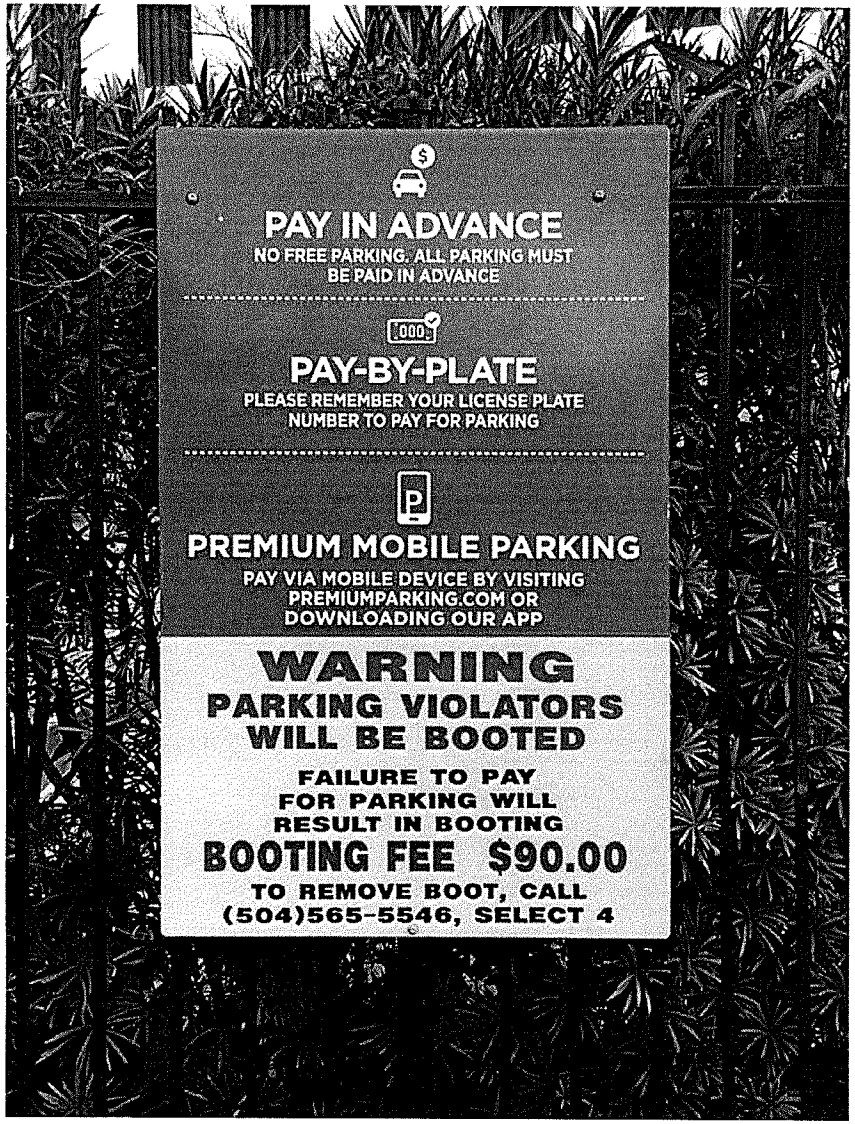
WARNING

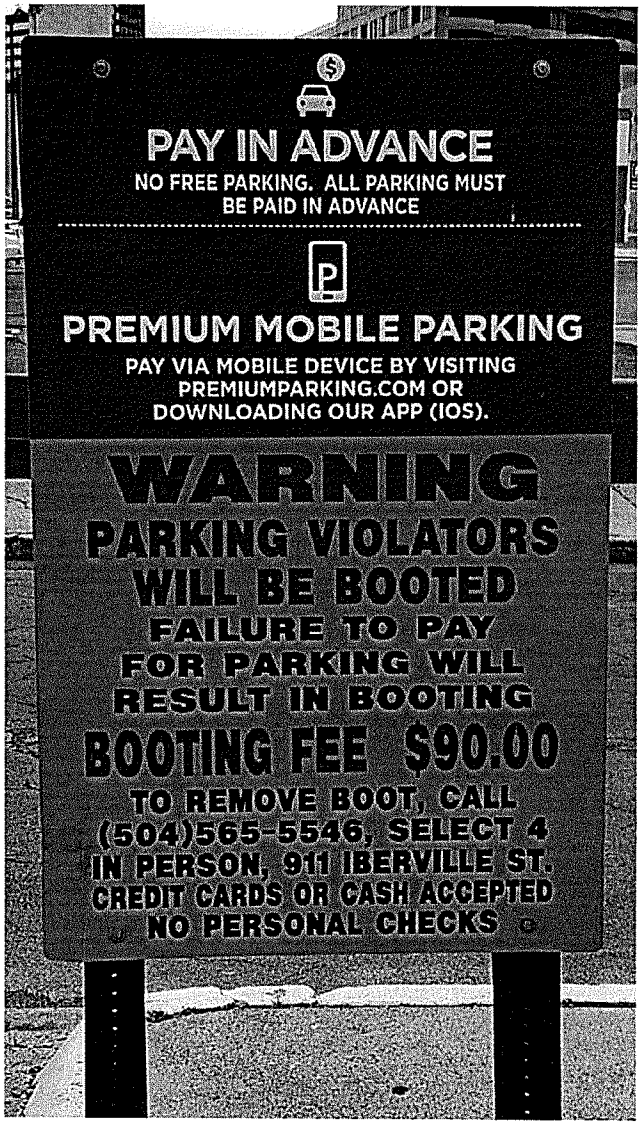
PARKING VIOLATORS WILL BE BOOTED

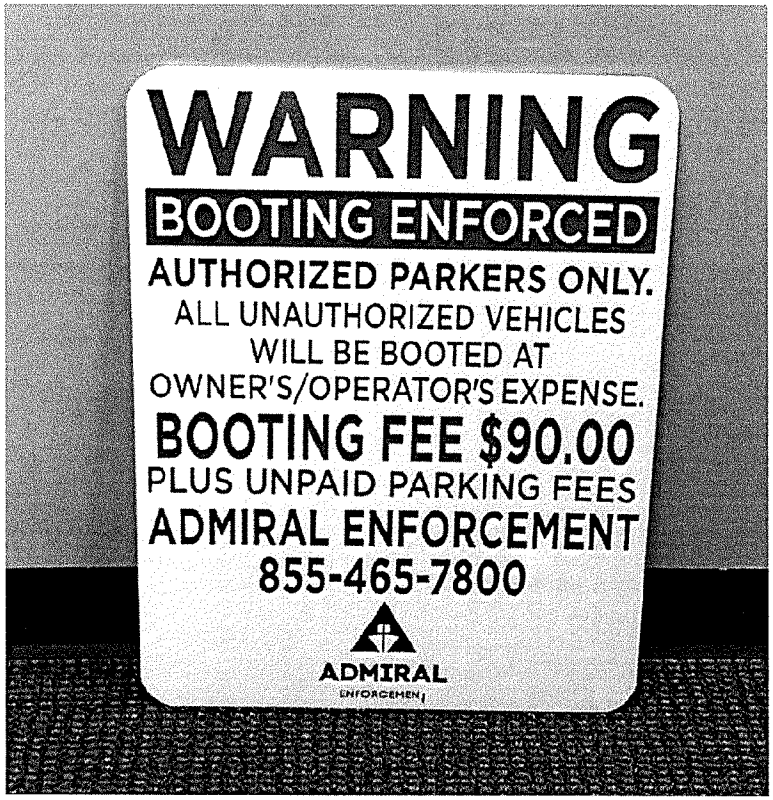
FAILURE TO PAY FOR PARKING WILL RESULT IN BOOTING

BOOTING FEE $90.00

TO REMOVE BOOT, CALL (504)565-5546, SELECT 4
IN PERSON, 911 IBERVILLE ST.
CREDIT CARDS OR CASH ACCEPTED
NO PERSONAL CHECKS


PAY IN ADVANCE
NO FREE PARKING. ALL PARKING MUST BE PAID IN ADVANCE
PAY-BY-PLATE
PLEASE REMEMBER YOUR LICENSE PLATE NUMBER TO PAY FOR PARKING
PREMIUM MOBILE PARKING
PAY VIA MOBILE DEVICE BY VISITING PREMIUMPARKING.COM OR DOWNLOADING OUR APP
WARNING
PARKING VIOLATORS WILL BE BOOTED
FAILURE TO PAY FOR PARKING WILL RESULT IN BOOTING
BOOTING FEE $90.00
TO REMOVE BOOT, CALL (504)565-5546, SELECT 4


PAY IN ADVANCE
NO FREE PARKING. ALL PARKING MUST BE PAID IN ADVANCE
PREMIUM MOBILE PARKING
PAY VIA MOBILE DEVICE BY VISITING PREMIUMPARKING.COM OR DOWNLOADING OUR APP (IOS).
WARNING
PARKING VIOLATORS WILL BE BOOTED
FAILURE TO PAY FOR PARKING WILL RESULT IN BOOTING
BOOTING FEE $90.00
TO REMOVE BOOT, CALL (504)565-5546, SELECT 4
IN PERSON, 911 IBERVILLE ST.
CREDIT CARDS OR CASH ACCEPTED
NO PERSONAL CHECKS


WARNING
BOOTING ENFORCED
AUTHORIZED PARKERS ONLY.
ALL UNAUTHORIZED VEHICLES
WILL BE BOOTED AT
OWNER'S/OPERATOR'S EXPENSE.
BOOTING FEE $90.00
PLUS UNPAID PARKING FEES
ADMIRAL ENFORCEMENT
855-465-7800
ADMIRAL
ENFORCEMENT


P151
Text to Pay.
Send "P151" to
(754) 227-2176.
REMEMBER YOUR LICENSE PLATE #.
PAY IN ADVANCE.
App Store
Google Play
PREMIUM PARKING


STAR SPACES
Available for purchase.
Please pay "Star" rate
to park in this space.
App Store
P151
542 Tchoupitoulas
PREMIUM PARKING