

**LEASE**

**UNITED STATES OF AMERICA**

**BY: JEFFERSON PARISH SCHOOL BOARD**

**STATE OF LOUISIANA**

**and**

**PARISH OF JEFFERSON**

**BETWEEN: INTERNATIONAL SCHOOLS OF  
LOUISIANA, INC.**

**BE IT KNOWN** that on the date hereafter shown and before the undersigned authority  
and in the presence of the undersigned good and competent witnesses,

**PERSONALLY CAME AND APPEARED:**

**INTERNATIONAL SCHOOLS OF LOUISIANA, INC.** (hereinafter ISL), a duly authorized nonprofit corporation domiciled in the Parish of Orleans, State of Louisiana, and having as the location of its registered office 1400 Camp Street, New Orleans, Louisiana 70130, represented herein by Andrew Yon its President, duly authorized by resolution attached hereto; after this called "LESSEE"; and

**JEFFERSON PARISH SCHOOL BOARD**, a duly authorized political subdivision of the State of Louisiana, domiciled and having its principle place of business at 501 Manhattan Boulevard, Harvey, Louisiana 70058, represented herein by Larry Dale, in his capacity as President of the Jefferson Parish School Board, duly authorized by resolution attached hereto; after this called "LESSOR":

who have mutually covenanted and agreed as follows:

The parties hereto, intending to be legally bound by the terms and conditions set forth herein, enter the following Lease:

**PREMISES:** LESSOR now leases to LESSEE to occupy and use the following described property as a temporary location:

The exclusive occupancy and use of the premises designated and known as the Ralph J. Bunche School (Bunche), 8101 Simon Street, Metairie, Louisiana 70003, during the entire term of this lease agreement. See Exhibit A for further description of leased premises.

## **I. TERM OF LEASE**

1.1 **Term of Lease:** This Lease is for a term of four (4) years commencing on the 1<sup>st</sup> day of July, 2013, unless terminated earlier in accordance with Section 1.3 hereof. However, notwithstanding the commencement date, provided LESSEE has provided LESSOR with evidence of all of the required insurance, LESSEE shall have the right to take possession of the

leased premises upon the full execution of this Lease.

1.2 Reservation of Rights. At the end of the term of this Lease, each party reserves the right to:

1.2.1 Negotiate further renewal of this Lease; or

1.2.2 Terminate this Lease.

1.3 Termination of Agreement. Notwithstanding the stated Term of this Lease, this Lease may be terminated at any time by either party giving not less than ninety (90) days written notice to the other party specifying the date of termination, except as specified otherwise, for any of the following causes:

1.3.1 If legislative and/or judicial action prohibits the use of said public property for any or all of the purposes contemplated by this agreement, this Agreement shall become null and void. In such an event, LESSOR shall receive no further payments with respect to the term of this Lease except to the extent of compensation pursuant to this Lease for LESSEE'S actual use of the leased premises up to the effective date of the cessation and/or prohibition of such usages of public property.

1.3.2 If either party shall anytime commit any breach of any covenant, warranty, or agreement herein contained, and shall fail to remedy any such breach within thirty (30) days after receipt of written notice thereof (provided that the breach may reasonably be cured within thirty (30) days), the defaulted party may, at its option, and in addition to any other remedies that it may be entitled to, cancel and terminate this Lease by notice in writing to such effect.

Notwithstanding the foregoing, in the event an alleged breach by LESSEE is of a nature that cannot be cured within such thirty (30) days, then LESSEE may commence to cure the breach within such thirty (30) day period and thereafter diligently continue to pursue remedial action until the breach is cured. In no event shall the period to cure the breach exceed one hundred twenty (120) days.

1.3.3 If LESSEE'S Operating Agreement should be revoked, surrendered, or not renewed.

1.3.4 Upon termination of the Operating Agreement in accordance with Section 11 of said Operating Agreement.

Notwithstanding any provision of this Section 1.3 to the contrary, this lease may not be terminated during any active academic year when students are in classes, except for LESSEE'S breach of the provisions of Section 1.3.2, 1.3.3, and 1.3.4 above.

1.3.5 Notwithstanding anything to the contrary herein, LESSEE may terminate this Lease at any time for any reason by giving not less than one hundred eighty (180) days written notice to the other party specifying the date of termination.

## **II. RENTAL**

2.1 Rental: This lease is made for and in consideration of an annual rental due from LESSEE, on a pro-rated monthly basis beginning on the 1<sup>st</sup> day of July, 2013, in an amount equal to the sum of ONE HUNDRED SEVEN AND NO/100 (\$107.00) DOLLARS per student. This rental is consideration for the LESSOR providing property and casualty insurance on the leased premises. This annual rental shall be re-calculated annually to reflect any changes in the LESSOR'S insurance premiums. Said annual rental is due and payable at the Administrative Offices of LESSOR, wherever located, although they are presently located at 501 Manhattan Boulevard, Harvey, Louisiana 70058. Checks will be made payable to the Jefferson Parish School Board. LESSEE shall also be responsible for Facility Costs as more fully provided for in Section 14.7 hereof.

2.2 Should LESSEE at any time violate any of the conditions of this lease, or discontinue the use of the premises for the purpose for which they are rented, or fail to pay the rent or other expenses assumed under this lease, punctually at maturity, as stipulated; or upon the adjudication of LESSEE in bankruptcy, the appointment of a receiver for LESSEE, or the filing of a bankruptcy, receivership, or respite petition by the LESSEE, then, at the option of the LESSOR, the LESSOR may immediately cancel this Lease, or proceed for past-due installments.

2.3 Failure to strictly and promptly enforce these conditions shall not operate as a waiver of LESSOR'S rights. LESSOR expressly reserves the right to prompt payment of rent, despite any indulgences or extensions previously granted. The acceptance by LESSOR, or LESSOR'S representative of any rent in arrears, after notice or institution of any suit for possession, or for cancellation of this lease will not be considered as a waiver of the right to such notice of suit.

2.4        Compensation upon Termination.        Upon termination of this Lease for any of the foregoing reasons, LESSOR shall be entitled to receive the compensation set forth in paragraph 2.1 hereof accrued but unpaid as of the date of termination.

### **III.    WARRANTY OF OWNERSHIP OF PREMISES**

3.1        Warranty: LESSOR warrants that LESSOR is the owner of the premises and has the right to give LESSEE possession under this lease, and will, while this lease remains in effect, warrant and defend LESSEE'S possession against any and all persons claiming any right to the leased premises. LESSOR'S warranty of peaceful possession does not extend to disturbances or damages sustained by LESSEE and caused by third persons not claiming any right to the premises. Nor shall said warranty of peaceful possession create either an implied or express obligation on the part of LESSOR to provide security to LESSEE to protect LESSEE, lessee's employees, patrons, invitees, and visitors from harm sustained as a result of acts of third parties over whom LESSOR has no control.

### **IV.    USE OF PREMISES**

4.1        The premises herein leased are to be used only for the following purposes, namely, for the operation of the International School of Louisiana – 8101 Simon Street, Metairie, Louisiana established by the International School of Louisiana, Inc. and approved under the provisions of Louisiana Revised Statutes, Title 17, Sections 3971 through 4001 inclusive, and any of those customary auxiliary activities and events related to a school's operation for the purpose of a K-8 facility.

4.2        LESSEE is obligated not to use the premises for any purpose that is unlawful or that tends to injure or depreciate the property.

4.3        LESSEE is obligated not to display in, on, or above the leased premises any sign or decoration, the nature of which, in the judgment of LESSOR is dangerous, unsightly, or detrimental to the property. LESSEE is prohibited from painting any signs on the leased physical

property or facade without the written consent of LESSOR, and LESSEE is obligated to promptly remove at or before the expiration of this lease, any and all signs painted on or placed in or upon any part of the leased premises, to LESSOR'S satisfaction and LESSEE is obligated to pay the cost of said removal.

4.4 No auction sales, or any sales of furniture, fixtures, etc., that belong to JPPSS, shall be conducted on the premises without the written consent of the LESSOR, which consent shall not unreasonably be withheld. ISL shall be permitted to conduct fund raising events on the leased premises at its discretion with all proceeds for the sole benefit of ISL. Notwithstanding this provision, with reference to fund raising events, ISL is subject to the same restrictions imposed upon such events by LESSOR's liability insurance, except when LESSEE purchases a policy of insurance covering any liability associated with the event.

## **V. POSTING AND FIXING LIMITS OF DEMISED PREMISES**

5.1 Locating and fixing limits of leased premises: During the term of this Agreement, LESSEE shall stake off and mark the leased premises by such stakes or monuments as may be necessary to accurately locate and fix the limits of the property embraced by this lease, and shall further cause the area of the leased premises, and the name of the LESSEE to be shown by signs posted as permanent notices located in a visible manner at each major point of entry onto the leased premises.

5.2 Firearm-Free Zone: LESSEE acknowledges that the leased premises are in a firearm-free zone, and that carrying a firearm or dangerous weapon on or in a firearm-free zone is illegal. LESSEE shall notify all of its employees, agents, invitees and patrons that the leased premises are within a firearm-free zone, and post permanent notices in a visible manner at each major point of entry onto the demised premises. Such permanent notices shall include the use of signs or other markings indicating that the area is a firearm-free zone and that such zone extends to one thousand feet from the boundary of school property.

5.3 Drug-Free Zone: LESSEE acknowledges that the leased premises are in a drug-free zone. LESSEE shall notify all of its employees, agents, invitees and patrons that the

leased premises are within a drug-free zone, and post permanent notices located in a visible manner at each major point of entry onto the leased premises. Such permanent notices shall include the use of signs or other markings indicating that the area is a drug-free zone, and that such zone extends to one thousand feet of the school property, and that a felony violation of the Uniform Controlled Dangerous Substances law will subject the offender to severe penalties under the law.

## **VI. REPAIRS AND MAINTENANCE**

6.1 Repairs and Maintenance: LESSOR assumes the maintenance of the plumbing, including fixtures, outlets, and drains, and the protection and repair of said plumbing, etc., even when injured by freeze. LESSOR assumes the maintenance of all electrical circuits, including but not limited to wiring, outlets, conduit, junction boxes, fuse boxes, circuit breakers and fixtures, LESSOR assumes the maintenance of all heating and air-conditioning equipment. LESSOR assumes the maintenance of all structural components including exterior walls, doors, windows and all load-bearing walls and the roof.

6.2 Notice of Damage: LESSEE agrees to report in writing to LESSOR any damage to the leased premises within a reasonable time after discovery of the damage and upon LESSEE'S failure to do so; LESSEE shall be bound to repair any consequent or resulting damages.

6.3 Maintenance Services: LESSEE shall, at its sole expense, provide any and all custodial, janitorial or maintenance services necessary for cleaning and routine maintenance of the leased premises, including but not limited to any and all buildings and improvements located thereon or therein, all paved and unpaved areas, sidewalks, curbs, drains, ramps, together with all means of ingress and egress to and from the leased premises during the term of this lease. LESSEE agrees that all personnel hired by LESSEE, if any, whether as employee or as independent contractor, to provide said janitorial and/or maintenance services pursuant to this Lease are to be considered as employees of LESSEE for purposes of this lease. The Jefferson

Parish School Board is not in any way responsible for liability, unemployment benefits, Workers Compensation, and/or disability benefits for such custodial, janitorial and/or maintenance employees due to termination of this Lease or for any other reason.

6.4 Vices or Defects In Leased Premises: LESSOR shall be responsible for the repair, at LESSOR'S sole expense, and within a reasonable time after receiving written notice thereof from LESSEE, of any vices or defects of any nature or kind whatsoever in the leased premises provided that said vices or defects do not arise out of the negligence or fault of LESSEE or LESSEE'S agents, employees, licensees, or patrons.

6.5 Should, without any fault, neglect or design of LESSEE or LESSEE'S agents, employees, invitees, licensees, or patrons, the leased premises be partially or totally destroyed or materially damaged so as to render it wholly unfit for the purpose for which it was leased by fire or any other casualty or other unforeseen event during or before the term of this lease, LESSOR shall, as far as practicable, reinstate the property to its present condition. In such an event, where said damage is not due to any fault or neglect of the LESSEE, its agents or employees, then LESSEE shall owe no rent for the unexpired term of the lease, and any amounts paid by LESSEE in advance as rental for that period of time shall be refunded by LESSOR. During the time that the leased premises is unfit for use and not terminated, any rental payments normally due shall abate until such time as the leased premises is restored to the same or a comparable condition as it was at the commencement of this Lease.

6.6 LESSOR or LESSOR'S agents shall, upon prior notice to LESSEE, have the right to enter the leased premises at reasonable times during normal business hours for any purpose whatsoever, including but not limited to for examining or making repairs necessary for the preservation of the property, as long as such examination or repairs do not interfere with instruction. LESSOR may enter the leased premises anytime without such prior notice for any emergency, including but not limited to emergency repairs to the leased premises, as long as such repairs do not disrupt the instructional day.

## **VII. UTILITY CHARGES**

7.1        Utility Charges: During the term of this lease, LESSEE agrees to pay for all utilities expenses incurred by LESSEE in connection with LESSEE'S use and occupancy of the leased premises, including but not limited to gas services, electrical services, and water services.

7.2        Telephone Charges: During the term of this lease, LESSEE agrees to pay for all telephone services and telephone expenses incurred by LESSEE in connection with LESSEE'S use and occupancy of the leased premises.

## **VIII. ADDITIONS AND ALTERATIONS TO LEASED PREMISES**

8.1        Additions and Alterations: Neither LESSOR nor LESSEE shall make any additions or alterations to the premises without written permission of the other, which permission shall not be unreasonably withheld. However, LESSOR or LESSOR'S agents shall have the right to enter the premises for the purposes of making repairs necessary for the preservation of the property. Any additions made to the premises become the property of LESSOR at the termination of this lease.

8.2        Improvements may be made by ISL upon approval by the JPSB, providing that improvements do not constitute structural changes or changes that would compromise the integrity of the building envelope. Improvements shall include cosmetic improvements and/or relocation/reconfiguration of interior space. Technology improvements may be made in keeping with the school program. All improvements made by ISL related to hardware improvements will be the property of ISL and may be removed at the discretion of ISL. Any damages occasioned by removal are to be paid for by LESSEE.

## **IX. ACCESS TO LEASED PREMISES**

9.1        Keys to Premises: LESSOR shall provide to LESSEE, free of charge, two keys for each corridor door entering the leased premises. Additional keys may be obtained by LESSEE from LESSOR at a nominal charge. In the event LESSEE changes the location of locks or installs new locks, LESSEE agrees to provide LESSOR, free of charge, two keys for



each lock changed on the leased premises.

9.2      Access to Leased Premises: Except as otherwise provided herein, LESSOR warrants that no one shall have access to the leased premises with the exception of LESSEE, its agents and employees; such duly authorized janitorial and/or maintenance personnel as may be employed by LESSOR to carry out its responsibilities under paragraph “VI. REPAIRS AND MAINTENANCE” herein; and LESSOR'S designated agent responsible for fulfilling LESSOR'S obligations pursuant to this Lease. Provided; however, that LESSOR'S warranty of peaceful possession does not extend to disturbances or damages sustained by LESSEE and caused by third persons not claiming any right to the premises. Nor shall said warranty of peaceful possession create either an implied or express obligation on the part of LESSOR to provide security to LESSEE to protect LESSEE, lessee's property, lessee's employees, patrons, invitees, and visitors from harm sustained as a result of acts of third parties over whom LESSOR has no control.

9.3      Access to Premises: In the event of LESSEE vacating the premises, LESSOR shall be notified in writing where the keys may be had in order that the premises may be inspected or shown to prospective tenants or purchasers.

9.4      Surrender of Possession: At the expiration of this lease or at its termination for other causes, LESSEE is to immediately surrender possession by actual delivery of all keys to LESSOR.

## **X. EMPLOYMENT RELATIONSHIP**

10.1 LESSEE, its employees, agents or assigns, shall not be considered an employee of the Jefferson Parish School Board, but rather is an independent contractor for all purposes including, but not limited to taxation, insurance, or laws governing employee-employer relations.

10.2 LESSEE agrees that all personnel hired by LESSEE, if any, pursuant to this Lease are employees of LESSEE. The Jefferson Parish School Board is not in any way responsible for liability, unemployment benefits, Workers' Compensation, and/or disability benefits due to termination of this Lease or for any other reason.

10.3 LESSEE shall be an equal opportunity employer, and shall provide assurances that it does not discriminate based on race, color or national origin, sex, age, disability or religious belief in its employment practices.

## **XI. LIABILITY, INDEMNITY and INSURANCE**

11.1 The legal duties of ownership and maintenance of the property which is the subject of this lease creates a risk of financial loss to LESSOR. The legal duties of occupancy and use of the property likewise creates a risk of financial loss to LESSEE. These provisions are designed by the parties to avoid duplication of effort and expense in responding to damage claims and to provide a quicker, more effective response to claimants. To do this, the LESSEE is made primarily responsible to accept and manage all damage claims arising out of the lease of this property with notable exceptions described in 11.3.

11.2 LESSEE agrees to defend, indemnify, and hold harmless the LESSOR, namely, the Jefferson Parish School Board and its members, directors, officers, employees, agents, successors, assigns and its related entities for all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, attorney fees, costs, including defense costs, and expenses of any kind or nature, for all claims which arise out of or are in anyway related to the Leased Premises and charter school operation, no matter the cause, including any negligent maintenance of any part of the Leased Premises not excepted as per 11.3 below, and further, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish and/or death, and/or property loss or damage, arising from the negligence, fault, intentional act or willful and wanton misconduct of LESSEE, its employees, agents, invitees, visitors, or contracting parties, or LESSEE's repair and maintenance of those parts of the Leased Premises with which LESSEE is charged to repair and maintain, or LESSEE's performance of and/or failure to perform its obligations under this Lease and the charter school operation, and to pay reasonable attorney fees, including defense costs, and all other costs related thereto, including costs of litigation.

11.3 LESSOR agrees to defend, indemnify, and hold harmless the LESSEE, and its members, directors, officers, employees, agents, successors, assigns and its related entities for all claims, causes of action and/or lawsuits, judgments, damages, (including consequential damages), penalties, fines, liabilities, losses, attorney fees, costs, including defense costs, and expenses of any kind or nature, for those claims, including but not limited to, any such claims, causes of action and/or lawsuits alleging bodily injury, personal injury, sexual misconduct, pain, mental anguish

and/or death, and/or property loss or damage, arising from the intentional acts or willful and wanton misconduct of LESSOR, its employees, agents, invitees, visitors, or contracting parties, or arising from vices or defects related to the structural components of the improvements on the leased premises, including but not limited to, the exterior walls, load-bearing interior walls, and roof, or vices or defects involving asbestos or lead-based paint or other environmental hazards, if any, all when such vices and defects do not arise out of the negligence, fault, intentional acts, or willful and wanton misconduct of the LESSEE, its employees, agents, invitees, visitors, or contracting parties.

11.4 LESSEE shall at all times during the full term of this Agreement and Lease, and during the full term of any hold-overs, extensions, or other rental agreements procure and carry a policy of Commercial General Liability (CGL) insurance that insures the leased premises and charter school operation for at least the limits of Combined Single Limit \$1,000,000.00 per occurrence subject to an Annual Aggregate of \$2,000,000.00 per policy for Bodily Injury and Property Damage Liability, a Personal Injury Liability Limit of \$1,000,000.00 per claim, a Products and Completed Operations Annual Aggregate of \$2,000,000.00 per policy, and a Sexual or Physical Abuse Limit of \$100,000.00 per claim. This policy shall include contractual liability.

11.5 LESSEE, as charter school operator, shall also maintain Worker's Compensation Insurance to cover obligations imposed by federal and state statutes having jurisdiction over the charter school operator's employees, including Employer's Liability Insurance with a minimum limit of \$1,000,000.00 per accident, \$1,000,000.00 per disease and \$1,000,000.00 aggregate, disease.

11.6 LESSEE shall also maintain Errors and Omissions Insurance which shall cover the LESSEE, as charter school operator for those sources of liability arising out of the rendering or failure to render professional services in the performance of the charter agreement and charter school operation, including all provisions regarding financial management and indemnification. The minimum limits to be maintained by the LESSEE, as Lessee and charter school operator, shall be no less than \$1,000,000.00 per claim, \$2,000,000.00 annual aggregate. The policy must be extended to cover Employment Practices Liability. LESSEE, as charter school operator, may elect a deductible. If so, this deductible must not exceed \$25,000.00 per claim.

11.7 LESSEE shall also maintain Employee Dishonesty Insurance with a minimum limit of

\$250,000.00 per claim/annual limit.

11.8 LESSEE shall also maintain Business Automobile Liability Insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 each occurrence with respect to the LESSEE's owned, hired or non-owned vehicles, assigned to or used in performance of the services offered by the LESSEE. This policy shall include contractual liability.

11.9 All of LESSEE's policies of insurance, as required in the preceding items above, shall be endorsed to include a Waiver of Subrogation in favor of LESSOR and its affiliated and associated companies and agents. In addition, the Commercial General Liability and Business Auto Liability policies, as required in the preceding items above, shall name the Jefferson Parish School Board as an additional insured, not merely as certificate holder(s). The LESSOR may reject any carrier for cause at any time.

11.10 All deductibles under said policies shall be the sole responsibility of LESSEE. LESSEE hereby waives all rights of recourse against the LESSOR, including any rights to which another may be subrogated, with respect to any claim of personal injury (including death), or any property damage, to the extent covered by any of LESSEE's insurance policies with respect to the sole or joint negligence of LESSEE. All such insurance shall be procured from an insurance company or companies having a minimum A.M. Best rating of A - VI subject to LESSOR approval of the carrier. LESSEE will furnish electronic copies of all policies to LESSOR.

11.11 All of LESSEE's policies of insurance are to provide the LESSOR with thirty (30) days prior written notice of cancellation or any material adverse change. All such policies shall be primary to any insurance of LESSOR and/or self-insurance program which LESSOR may participate. Further, the insurance must not require waivers of subrogation of any kind by LESSOR. LESSOR makes no representation that the limits of liability specified to be carried by LESSEE under the terms of this Lease are adequate to protect LESSEE against LESSEE'S undertaking under this Section, and in the event LESSEE believes that any such insurance coverage called for under this Lease is insufficient, LESSEE shall provide, at its own expense, such additional insurance as LESSEE deems adequate.

11.12 LESSEE will furnish, at least five days in advance of occupancy, an "e" copy of each full policy for LESSOR's approval.

11.13 LESSEE will not be permitted to commence any work or charter school operation until the Certificates of Insurance or insurance policies have been approved by the LESSOR. LESSOR will require five (5) working days to review said insurance policies.

11.14 LESSOR shall solely be responsible for providing all property insurance on the leased premises. However, LESSEE is responsible for providing any and all insurance on all contents, personal property, and improvements and betterments owned by the LESSEE located in the leased premises.

## **XII. REMEDIES**

12.1 Remedies of Parties. The parties hereto acknowledge that notwithstanding the fact that this Lease is terminable upon notice, the restrictions contained in this Lease are a reasonable and necessary protection of the legitimate interests of the parties, that any violation of these restrictions would cause substantial injury to both parties, and that the parties hereto would not have entered into this Lease without receiving the additional consideration offered by each party in binding itself, its agents and employees to these restrictions. In the event of any violation of these restrictions, each party respectively shall be entitled to preliminary and permanent injunctive relief, in addition to any other remedy.

12.2 Disputes. Disputes with respect to this Lease shall be discussed and resolved, if possible, by authorized representatives of LESSOR and LESSEE. The parties hereto hereby agree to use their best efforts to promptly resolve any such dispute. If, however, the parties hereto are not successful in resolving such dispute within thirty (30) days from the date such dispute arises, then either party shall be free to exercise any rights that it may have under Paragraph 1.4 of this Agreement or under the law without the necessity of seeking judicial cancellation of this Lease and without the necessity of a formal placing in default.

12.3 Notices. All notices required by or relating to this Lease shall be in writing and shall be sent to the parties to this Lease at their addresses set below unless changed from time to time, in which event each party shall so notify the other in writing of such change. All such notices shall be deemed duly given if deposited registered or certified mail, in the United States mail and directed to the address set forth below or as changed if written notice thereof is provided to the other party:

LESSEE:      President (currently:    Andrew Yon)

International School of Louisiana, Inc.  
1400 Camp Street  
New Orleans, Louisiana 70130  
With Copy to:

ISL Counsel  
Lee C. Reid  
Adams and Reese LLP  
4500 One Shell Square  
New Orleans, LA 70139

LESSOR: Superintendent of Schools (currently: Dr. James Meza)

Jefferson Parish School Board  
501 Manhattan Boulevard  
Harvey, Louisiana 70058

### **XIII. ENTIRE AGREEMENT**

13.1 Entire Agreement. This Lease contains the entire agreement between the parties hereto. No change, addition or amendment shall be made except by written agreement duly signed by the parties hereto.

13.2 Amendment of the Lease. Any alterations, variations, modifications, or waivers of provisions of this Lease shall be valid only when they have been reduced to writing, duly signed and attached to the original of this Lease. No claim for services furnished or requested for reimbursement by LESSOR not provided for in this Lease, or in a valid amendment shall be allowed by the LESSEE.

13.3 Waiver. The waiver by either party of any breach or violation of any provision of this Lease shall not operate or be construed as a waiver of any subsequent breach or violation hereof.

13.4 Severability. If any provision of this Lease shall be held invalid or unenforceable, the remainder of this Lease shall nevertheless remain in full force and effect. If any provision is held invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

### **XIV. MISCELLANEOUS PROVISIONS**

14.1 Attorney's Fees: If an attorney is employed to protect any right of LESSOR or LESSEE arising under this lease, the party whose fault necessitates such employment shall pay

reasonable attorney's fees and costs to the other.

14.2 Sublease: LESSEE may not sublease or assign this lease without written approval of LESSOR. LESSEE may not grant use or possession of the leased premises to any other party without the written consent of the LESSOR, and then only in accordance with the terms of this lease. Should LESSEE desire to sublet, permission must be obtained in writing through LESSOR or LESSOR'S Agent, and such subleases shall be handled by LESSOR'S Agent, if any, at expenses of the LESSEE.

14.3 LESSEE shall not assign any interest in this Lease and shall not transfer any interest in the same, whether by assignment or novation, without the written prior consent of the LESSOR, the Jefferson Parish School Board.

14.4 Benefits. This Lease shall inure to and shall be binding upon the parties hereto, the successors and assigns of the LESSOR and the LESSEE.

14.5 Governing Law. This Lease has been negotiated and executed in the state of Louisiana, and the laws of that state shall govern its construction and validity.

14.6 Headings. The headings, titles and subtitles in this Lease have been inserted solely for convenient reference and shall be ignored in its construction.

14.7 Facility Costs. In accordance with La. R.S. 17:3995(A)(1)(b)(ii) and 17:3995(A)(1)(c), LESSOR is permitted to exclude any portion of local revenues specifically dedicated by the legislature or by voter approval to capital outlay or debt service, if LESSEE is housed in a facility provided by the LESSOR. The Parties hereto agree that such amounts will be withheld from the local portion of the MFP for these purposes while LESSEE is housed at Bunche.

**THUS DONE AND PASSED** in Jefferson Parish, State of Louisiana, with the undersigned parties having affixed their signatures in the presence of me, Notary, and the undersigned witnesses, after due reading of the whole.

**WITNESSES:**

**LESSEE:**  
**INTERNATIONAL SCHOOL OF**  
**LOUISIANA, INC.**

\_\_\_\_\_  
NAME: \_\_\_\_\_

BY: \_\_\_\_\_  
**ANDREW YON, President**

NAME:\_\_\_\_\_

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

NAME:\_\_\_\_\_

NOTARY PUBLIC (#\_\_\_\_\_)

My Commission Expires: \_\_\_\_\_

WITNESSES:

LESSOR:  
JEFFERSON PARISH SCHOOL  
BOARD

NAME:\_\_\_\_\_

BY:\_\_\_\_\_

LARRY DALE, President

NAME:\_\_\_\_\_

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

\_\_\_\_\_

OLDEN C. TOUPS, JR.

NOTARY PUBLIC - LA Bar #12881