

**SPORTRAN INTERMODAL TERMINAL FOOD TRUCK LEASE AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between:

**THE CITY OF SHREVEPORT, LOUISIANA**, hereinafter referred to as **“OWNER,”** a corporation of the state of Louisiana appearing herein through its duly authorized agency, **SHREVEPORT TRANSIT MANAGEMENT, INC.**, represented herein by Dinero’ Washington, President, hereinafter referred to as **"LANDLORD."**

**AND**

\_\_\_\_\_, whose permanent mailing address for this act is \_\_\_\_\_, represented by \_\_\_\_\_, owner, hereinafter referred to as **"LESSEE"**.

**I  
SERVICES**

LANDLORD hereby grants the right and privilege to LESSEE to utilize one (1) space at the SporTran Intermodal Terminal Food Truck Park located at 1254 Murphy Street, Shreveport, Louisiana, 71103, as designated by LANDLORD. The food truck and its accessories shall not extend beyond the bounds of the designated space provided by the LANDLORD.

**II  
TERMS AND OPTIONS**

The primary term of this lease shall commence on the \_\_\_\_\_ day of \_\_\_\_, 20\_\_ and expire on the \_\_\_\_\_ day of \_\_\_\_, 20\_\_ unless otherwise terminated as herein provided. Provided LESSEE is not in default of any provision of this lease at the time it exercises the option(s) granted herein, LANDLORD hereby grants to LESSEE the option to renew this lease for four (4) additional one-year terms under the same terms and conditions as set forth herein subject, however, to the adjustments and rents set forth below. To exercise each option, LESSEE shall send written notice to LANDLORD at least sixty (60) days prior to the expiration of the term then in effect.

**III**  
**PAYMENTS**

As consideration for this lease, LESSEE agrees to pay to LANDLORD the sum of **FIVE HUNDRED DOLLARS AND 00/100** (\$500.00) per month for the first year the lease is effective. Additionally, the LESSEE agrees to pay an additional **ONE HUNDRED DOLLARS AND 00/100** each year the option to renew is exercised. The amount of the rental payment shall not exceed **ONE THOUSAND DOLLARS AND 00/100** (\$1,000.00). All payments shall be made in advance monthly, the first payment being due the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. Payments shall be made to:

City of Shreveport  
c/o SporTran  
1115 Jack Wells Blvd.  
Shreveport, LA 71107

Failure to timely make payments to the above-designated location shall give rise to a cause of action for eviction. A ten-dollar (\$10.00) per day penalty shall be imposed for any late-payments and shall not be waived. The tenant shall have fifteen (15) days to cure its delinquency prior to the institution of an eviction proceeding.

**IV**  
**RESPONSIBILITIES**

LESSEE represents and warrants it is properly licensed and authorized to operate a food truck and provide the food services provided for herein, and that it will maintain all valid licenses, permits, and certificates necessary during the term of this agreement. LESSEE also agrees that:

- A. All drivers will maintain valid driver's licenses authorizing them to operate such vehicles;
- B. Food Trucks shall be parked in the manner and area that is designated by the Landlord;
- C. All employees operating on city premises shall be dressed in neat, clean and well-kept uniforms or other suitable clothing, and shall be courteous and polite to passengers at all times;
- D. The fee to be charged by LESSEE for its food services shall be at a fair market price in which LESSEE shall notify LANDLORD. LESSEE shall

notify LANDLORD in writing of any changes thereto.

- E. They will comply with applicable portions of section six (6) of the City of Shreveport Unified Development Code (UDC) – “**Exhibit B**”
- F. Comply with all applicable local, state, and federal guidelines regarding food and safety.
- G. Lessee shall not participate in any form of prohibited advertising. For purposes of this subpart “advertising” means words, pictures and symbols visible to the public which are used in any way by the Food Truck Vendor. Prohibited advertising is any advertising that is:
  - 1. false, misleading or deceptive;
  - 2. relates to an illegal activity;
  - 3. is explicit sexual material, obscene material, or material harmful to minors as defined by the laws of Louisiana;
  - 4. depicts violence and/or anti-social behavior;
  - 5. holds up individuals or groups of people to ridicule or embarrassment;
  - 6. includes language that is obscene, vulgar, profane, or libelous;
  - 7. promotes religious or faith-based ideologies or that conveys the political or moral view(s) of any person or entity; or
  - 8. promotes, sponsors, advertises or endorses any elected official or candidate for political office or is intended to influence the decision of any voter on a matter that is or will be the subject of an election called for this purpose.

Violation of this provision shall constitute a breach of this agreement and unless cured within five (5) business days, shall be grounds for termination of this lease.

## **V** **INSURANCE**

A. LESSEE, at its own expense, shall obtain and maintain during the continuation of this lease: commercial general liability insurance with the SPORTRAN and the City of Shreveport indicated as an additional insured and a waiver of subrogation in favor of them), said coverage

should be in the amount of ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00); automobile liability insurance in the amount of THREE HUNDRED THOUSAND DOLLARS AND 00/100 (\$300,000.00), and workers' compensation coverage of ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00) or a workers' compensation waiver in the amount specified by Exhibit A attached hereto. Additionally, the LESSEE shall maintain product liability insurance of at least ONE MILLION DOLLARS AND 00/100 (\$1,000,000.00). LESSEE shall furnish a certificate of such insurance upon execution of this lease. LESSEE is further obligated to require its insurance company to notify LANDLORD in writing of any change in LESSEE'S insurance status ten (10) days prior to the effective date of such change.

B. Should the LESSEE at any time during the existence of this lease, or any renewal hereof, be unable to obtain approved liability insurance as provided herein, then LANDLORD, at its option, may cancel this agreement by serving ten (10) days written notice of such cancellation to LESSEE.

## **VI** **INTEREST**

The LESSEE covenants and agrees to defend, indemnify and save LANDLORD harmless from any and all fines, suits, claims, demands, actions and/or causes of action of any kind and nature for personal injury, death, or property damage in any way arising out of or resulting from any activity or operation of the LESSEE on city premises, or in connection with its use of the premises; provided, however, that LESSEE shall not be liable for any injury, damage or loss occasioned by the sole negligence or willful misconduct of LANDLORD, its employees, or agents. LANDLORD and LESSEE agree to give timely notice of any claim made or suit instituted which, in any way, directly or indirectly, contingently or otherwise, affects or might affect either party, and each party shall have the right to compromise and defend the same to the extend of its own interest.

## **VII** **NON-DISCRIMINATION**

LESSEE, for itself, its successors in interest and assigns, as a part of the consideration hereof, does covenant and agree that: (1) no person shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination on the grounds of race, creed, color, sex, age, disability or nation origin in the use of the leased premises by LESSEE for any purpose authorized by this lease agreement; (2) in the furnishing of services thereof, no person shall be

excluded from participation herein, denied the benefits of, or otherwise be subject to discrimination on the grounds of race, creed, color, sex, age, disability or national origin; and (3) no person shall be denied employment, promotion, or any other benefits of employment on the grounds of race, creed, color, sex, age, disability or national origin. To this end, LESSEE covenants and agrees to comply with all applicable federal, state and local rules, executive orders and laws prohibiting discrimination against any person for any reason. Failure to comply with any of the terms of this provision shall be cause for termination of this lease agreement by LANDLORD. To the extent that the indemnity provision may be interpreted to apply to matters agreed to in this provision, LANDLORD shall not defend, indemnify or otherwise be accountable to LESSEE for any action(s) taken by LESSEE contrary to the provisions of this paragraph.

### **VIII TERMINATION**

The LANDLORD may terminate this agreement upon thirty (30) days written notice to the LESSEE with the understanding that this agreement shall terminate upon the date specified in such notice. The LESSEE shall not be entitled reimbursement for any prior payment(s) made to LANDLORD, should the LANDLORD choose to exercise its option to terminate. The LESSEE shall remain responsible for all payments that are due prior to the date specified in said notice.

Should LESSEE fail to comply with any of the provisions hereof, or the rules, regulations and ordinances affecting the SporTran Intermodal Terminal, now in effect or promulgated hereafter, LESSEE will be so notified by the LANDLORD in writing at the address of the LESSEE shown below, and if such non-compliance is not corrected within ten (10) days from receipt of said notice, the LANDLORD shall have the right to cancel and terminate this agreement or accelerate the rentals due hereunder and declare the rentals due for the balance of the term then in effect immediately due and payable.

### **IX ASSIGNABILITY**

LESSEE shall not, without the express written consent of LANDLORD, assign this lease or any interest hereunder, or sublet the leased premises or any portion thereof, or permit the use of the leased premises by any party other than LESSEE. Any consent which LANDLORD may give for an assignment or sublease shall not destroy this provision, and later assignments or subleases shall be made likewise only on the prior consent of LANDLORD expressed in writing. In the case of such permitted assignment or sublease, the assignee or sub-lessee of LESSEE, at

option of LANDLORD, shall become directly liable to LESSEE for all obligations of LESSEE hereunder, but no sublease or assignment by LESSEE shall relieve LESSEE of any liability hereunder. Any sublease or assignment shall be in writing, and LESSEE shall provide a copy thereof to LANDLORD.

**X**  
**GOVERNING LAW AND VENUE**

This lease is governed by the laws of the state of Louisiana. Any disputes relating to this agreement shall be resolved in accordance with the laws of the state of Louisiana. Jurisdiction and venue for any action brought construing, enforcing, or otherwise determining the rights of the parties relating to the lease agreement shall only be appropriate in the First Judicial District, Caddo Parish, Louisiana or the federal district court having jurisdiction therein.

In the event it is necessary for either party to retain legal counsel to enforce any provision of this lease, the prevailing party shall be entitled to recover reasonable attorney fees and costs in any action brought to enforce an obligation under this agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE  
FOLLOWS]

**THUS DONE AND PASSED** by Lessee, in multiple originals, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the undersigned competent witnesses, after due reading of the whole.

**WITNESSES:**

**LESSEE:** \_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Owner\_ \_\_\_\_\_

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**THUS DONE AND PASSED** by Landlord, in multiple originals, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the undersigned competent witnesses, after due reading of the whole.

**WITNESSES:**

**LANDLORD: Shreveport Transit Management, Inc.**

\_\_\_\_\_  
Printed Name:

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

Dinero Washington  
President

\_\_\_\_\_  
Printed Name:

**THUS DONE AND PASSED** by Owner, in multiple originals, on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, in the presence of the undersigned competent witnesses, after due reading of the whole.

**WITNESSES:**

**OWNER: City of Shreveport**

\_\_\_\_\_  
Printed Name:

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

Ollie S. Tyler  
Mayor

\_\_\_\_\_  
Printed Name: