

**ADVERSELY IMPACTED LEASE AGREEMENT**

STATE PROJECT NO. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PARCEL NO(S). \_\_\_\_\_

LEASE

STATE OF LOUISIANA:

PARISH OF \_\_\_\_\_:

THIS AGREEMENT entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by and between (1) THE DEPARTMENT OF TRANSPORTATION AND  
DEVELOPMENT, represented herein by LLOYD P. SCALLAN, Real Estate  
Administrator, hereinafter termed the "Lessor" and (2) \_\_\_\_\_,  
hereinafter termed the "Lessee."

WITNESSETH, that Lessor does hereby lease and let unto Lessee, who hereby  
agrees to lease from Lessor, the following described property, to-wit:

PROPERTY DESCRIPTION

This lease is made and accepted for a primary term of thirty (30) days beginning  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall continue from month to  
month thereafter until terminated by either party hereto. Notification of the termination of  
the lease shall be given by either party by written notice thereof at least ten (10) days  
prior to the end of the any thirty (30) day rental term.

The rental payable under this lease shall be at the rate of \$\_\_\_\_\_ per month  
payable in advance as follows: Rent shall be payable commencing  
on \_\_\_\_\_; subsequent payments shall be made on the first day

of each month thereafter. Rent shall be paid by check or money order made payable to the Department of Transportation and Development of the State of Louisiana and mailed to \_\_\_\_\_ (Name and address of District Manager)\_\_\_\_\_.

It is understood and agreed that subletting or subleasing premises is expressly prohibited.

It is further agreed that Lessee shall pay for all water, electricity, and gas furnished to or used on the said premises during the existence of this lease, and shall pay for all damage to water pipes and drains, and for repairs to sewerage and fixtures made necessary through the fault and carelessness of Lessee.

It is further agreed that in the event Lessee shall be in default for any ten (10) day period in payment of the rent hereinabove stipulated, then, and in that event Lessor may cancel this lease at its option, and Lessor may also sue for such damages as it may have sustained as result of Lessee's breach of this contract.

It is further agreed that Lessee shall obtain and provide Lessor with proof of liability insurance and renter's insurance for the duration of the lease.

Lessee agrees to keep the leased property in good sanitary condition, and to comply with all ordinances and regulations prescribed by proper authorities in connection with sanitation, and to return the property at the expiration of this lease in as good a condition as when received, ordinary wear and tear excepted, except such as may result from fire, tornado and any other uncontrollable hazard. Lessor reserves the right to enter the subject property to conduct any and all inspections deemed necessary by Lessor upon giving notice to lessee. These inspections will include, but not be limited to asbestos inspections.

Lessee assumes responsibility for the condition of the premises and specifically agrees in accordance with Louisiana Revised Statutes of 1950, as amended, Title 9, Section 3221, that Lessor shall not be liable in damages for any injury caused by any

vice or defect in said premises to any tenant or occupant or to anyone in said premises by license of Lessee or occupants, unless Lessor knows of such vice or defect or should within reason have known thereof, or has received notice of such vice or defect or failed to remedy the same within a reasonable time thereafter.

The Department reserves the right to have this property shown to prospective buyers or bidders. Every effort will be made to schedule the showing at a time convenient to the Lessee.

IN WITNESS WHEREOF both parties have executed this lease as of the date hereinabove written.

WITNESSES:

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION  
AND DEVELOPMENT OF THE STATE  
OF LOUISIANA

BY: \_\_\_\_\_  
REAL ESTATE ADMINISTRATOR

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
LESSEE

\_\_\_\_\_