

Pier 8 CONDOMINIUM ASSOCIATION, INC.
APPROVED CONDOMINIUM UNIT LEASE

BY THIS AGREEMENT made and entered into on _____, 20__ between _____ herein referred to as Lessor, and _____ herein referred to as Lessee. Lessor leases to Lessee Unit # _____, herein after known as Unit, located at 318 Lake Marina Drive, New Orleans, Louisiana 70124 and more specifically described, check one, as a _____ one (1) bedroom unit; a _____ two (2) bedroom unit ; or a _____ three (3) bedroom unit, together with all appurtenances, for an initial term of twelve (12) months, beginning on _____, 20__, and expiring at midnight on _____, 20__. Lessor shall have the option not or not renew this lease./ In the event that Lessor elects to renew the lease, a letter agreement between the Lessor and Lessee will be negotiated for a minimum term of twelve (12) months specifying that their original lease has been renewed in accordance to the same lease terms and conditions, except for RENT, if applicable.

RENT. Lessee agrees to pay and mail, without demand, to Lessor as rent for Unit _____ the sum of _____ Dollars (\$_____) per month in advance on the first day of each calendar month beginning with the inception date of this lease. Said rent shall be mailed to Lessor at _____, or at such other place as Lessor may later designate.

LATE PAYMENT. For any rent payment not paid by the due date Lessee shall pay a late fee in the amount of _____ Dollars (\$_____).

SECURITY DEPOSIT. On execution of this lease, Lessee deposits with Lessor _____ Dollars (\$_____), receipt of which is acknowledged by the Lessor as non-interest bearing security for the faithful performance by Lessee of the terms hereof, to be returned to Lessee on the full and faithful performance by Lessee of the provisions hereof.

USE OF PREMISES. The Unit premises shall be used and occupied by Lessee exclusively as a private single family residence, and neither the Unit nor any part thereof, nor any part of the Common Elements shall be used at any time during the term of this lease by Lessee for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than a private single family residence. Lessee shall comply with all provisions of the Pier 8 Condominium Association, Inc., herein after known as Pier 8, Condominium Document, a copy of which shall be attached to and made a part of this lease, and all Pier 8 Board of Directors rules and regulations in addition to all the sanitary laws, ordinances, rules and orders of appropriate government authorities affecting the cleanliness, occupancy and preservation of the Unit premises, and the Pier 8 Common Elements during the term of this lease. At termination of this Lease, Lessee will return any and all copies of the Pier 8 related condominium documents. In the event Lessee does not return said document(s) at termination of this lease, Lessee shall pay to Lessor \$25.00 replacement fee.

NUMBER OF OCCUPANTS. Lessee agrees that the Unit premises shall be occupied by no more than three (3) persons in a one (1) bedroom unit; no more than five (5) persons in a two (2) bedroom unit; or no more than seven (7) persons in a three (3) bedroom unit.

VISITORS/GUESTS. Lessee shall not have more than a total of two (2) in the pool area at any given time unless written approval is obtained as required under the Condominium Documents.

CONDITION OF UNIT. Lessee stipulates that he/she has examined the Unit premises and they are at the signing of this Lease in good order, repair, and in a safe, clean and tenantable condition.

KEYS. Lessee will be given by Lessor two (2) keys to the Unit, one (1) key to the mailbox, and one (1) key to

the pool area. In the event Lessee does not return all keys to the Lessor at termination of this lease, Lessee shall pay to Lessor \$15.00 per key not returned.

LOCKS. Lessee agrees not to change locks to the Unit front door or to the mailbox without Lessor's approval.

PARKING. Lessee shall be assigned only one (1) parking space and the number of that space for their owned vehicle no larger than a panel van. The number of that parking space is _____. Subject to availability, Lessee will be allowed to park in non-assigned parking spaces for their one (1) additional owned vehicle no larger than a panel van. No other Lessee's vehicles will be allowed to park on Pier 8 property. Upon move-in Lessee will give Pier 8 Management Company a copy of their owned vehicle's registration(s) and proof of insurance which is to be maintained so long as said vehicle is on Pier 8 property.

ASSIGNMENT AND SUBLETTING. Lessee shall not assign or sublet the Unit. In the event Lessee assigns or sublets the Unit, the Lease will be immediately void and terminated.

ALTERATIONS AND IMPROVEMENTS. Lessee shall not make any alterations or improvements to the Unit.

DAMAGE TO UNIT. If the Unit, or any part thereof, shall be damaged by fire and declared untenable, the Lease shall be declared void and terminated at the option of the Lessor.

DANGEROUS MATERIALS. Lessee shall not keep or have in the Unit any article or thing of a dangerous, inflammable, or explosive character that might unreasonably increase the danger of fire in the Unit or that might be considered hazardous or extra hazardous by any insurance company.

UTILITIES. Lessee shall be responsible for arranging for and paying for electric services (and any applicable deposits) required for the Unit. Water services will be provided by the Lessor at no charge to Lessee. Only cable TV will be allowed in the Unit. Satellite (Dish) TV is not permitted.

RIGHT OF INSPECTION. Lessor, his/her agents or Pier 8 personnel shall have the right at all reasonable times during the term of this Lease to enter the Unit for the purpose of inspecting the Unit.

MAINTENANCE AND REPAIR. Lessor will, at his sole expense, will keep and maintain the Unit and appurtenances clean, sanitary, orderly and in good condition and repair during the term of this Lease, except for those repairs due as a result of Lessee's or his visitor/guest's misuse or neglect, which repairs will be at Lessee's expense,

INSURANCE. Pier 8 has obtained flood, property and fire insurance for the Common Elements and liability insurance to protect Pier 8 from certain property damages and personal injuries occurring in/on the Common Elements. Pier 8's insurance policies will not cover Lessee's loss of his personal belongings or Lessee's liability. Lessee shall obtain insurance for loss of their personal belongings as a result of flood, fire, windstorm, or other acts of nature and personal liability. Lessee, his/her agents, representatives and visitors/guests shall hold Lessor and Pier 8 harmless from all liability arising from any property damage and personal injury in/on the Common Elements.

PETS. Lessee, or his/her visitors/guests, shall not have pets of any kind in the Unit or anywhere in/on the Common Elements.

HOLDOVER BY LESSEE. Should Lessee remain in possession of the Unit without the consent of the Lessor after the expiration of this Lease, a new month to month tenancy shall be created between the Lessor and Lessee which shall be subject to all the terms and conditions hereof, except for the monthly rental which shall be double the amount stated herein above. Lessor will allow such Holdover for no more than sixty (60) days, after

which Lessor shall seize the Unit and evict the Lessee.

SURRENDER OF PREMISES. At the expiration of this Lease, Lessee shall surrender the Unit in as good state and condition as they were at the commencement of this lease, reasonable use and wear and tear thereof expected.

NUISANCE. Lessee and his/her visitors/guests shall abide by all Pier 8 Rules & Regulations and maintain a standard behavior consistent with the consideration necessary to provide safety, peace and quiet to others, such as, but not limited to, being boisterous creating undue noise, disturbance or nuisance of any nature, or knowingly engaging in any unlawful or immoral activities, and should violations continue after three (3) written violation notices to Lessor and the Lessee by the Pier 8 Board of Directors or Management Company, signed by the Manager for the Board, notifying Lessor and Lessee of Lessee's and/or his/her visitor/guest's violations, Pier 8 shall thereafter direct the Lessor/Unit Owner to immediately void and terminate this lease.

VIOLATION FINES. For herein above" NUISANCE" violations by Lessee and/or his visitors/ guests the Lessor will be fined in accordance with specified fines outlined by Pier 8 Rules & Regulations. Lessee will reimburse Lessor for any such fines upon his/her receipt of invoice(s) from Lessor.

DEFAULT. If any default is made by the Lessee in the payment of rent or fines, or any part thereof, at the times herein above specified, or if any default is made by the Lessee in the performance of or compliance with any other term or condition hereof, Lessor shall have the option to immediately void and terminate this lease, and the Lessor may re-enter the Unit and remove all persons there from, except for the "NUISANCE" provision herein above whereby Pier 8 will direct the Lessor/Unit Owner to immediately declare the Lease void and terminated. In the event of Default by the Lessee, Lessee shall be responsible to reimburse Lessor and/or Pier 8 for all legal and court costs.

LESSEE'S WAIVER OF LEGAL SERVICE AND/OR NOTICE. LESSEE SPECIFICALLY WAVIES ANY AND ALL RIGHTS OR NEED TO RECIEVE LEGAL SERVICE OR NOTICE OF EVICTION IN CASE(S) INVOLVING LESSEE'S FAILURE TO PAY MONTHLY RENTALS AS HEREIN STATED OR THE FULFILLMENT OF ANY OTHER LESSEE OBILGATION(S) REQUIRED OF LESSEE UNDER THIS LEASE. LESSEE FURTHER AGREES TO PAY FOR ANY AND ALL REASONABLE LEGAL FEES INCURRED BY LESSOR INVOLVING LESSEE'S EVICTION AS HEREIN PROVIDED FOR.

ABANDONMENT. If at any time during the term of this Lease, Lessee abandons the Unit Lessor may, at his/her option, enter the Unit by any means without being liable for any prosecution thereof, and without becoming liable to Lessee for damages or for any payment of any kind whatever, and may, at his/her discretion, re-let the Unit for a twelve (12) month term. If Lessor's right of re-entry is exercised following abandonment of the Unit by the Lessee, then Lessor may consider any personal property belonging to Lessee and left in the Unit to also have been abandoned, in which case, Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

BINDING EFFECT. The covenants and conditions herein contained shall apply to and bind the heirs, legal representatives, and assigns of the parties hereto, and all covenants are to be construed as conditions of this Lease.

RADON GAS DISCLOSURE. As required by law, Lessor makes the following disclosure: "Radon Gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of Radon that exceed Federal and State guidelines have been found in buildings in every state. Additional information regarding radon and radon testing may be obtained from Parish health offices".

