

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 9, 2021**

**Item H.1.**      **Grambling State University's** request for approval to amend its Five-Year Capital Outlay submission to include the project, Campus Access Control.

**EXECUTIVE SUMMARY**

The University is requesting Board approval to amend its Five-Year Capital Outlay submission of August of 2021 by adding a project, Campus Access Control, Planning and Construction. The original plan submission did not include a project to plan and construct a perimeter structure to increase safety and security.

Grambling State University is an open campus located in the Town of Grambling, Louisiana. A perimeter structure will provide better control of traffic to the campus. The campus community has approximately 5,300 students, faculty, and staff. After a review of other institutions of higher learning, protective barrier fencing has become a means to mitigate risk.

This action is part of a larger assessment to upgrade security and safety measures at Grambling State University. A perimeter structure is important to the overall security and safety of the University's students, faculty, and staff.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed before the November 1, 2021 deadline. The estimated cost of the project is \$18,000,000.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Grambling State University's request to amend its Five-Year Capital Outlay submission to include the project, Campus Access Control.***



December 2, 2021

**MEMORANDUM TO THE BOARD OF SUPERVISORS  
OF THE UNIVERSITY OF LOUISIANA SYSTEM**

**SUBJECT: REQUEST FOR APPROVAL TO AMEND FIVE-YEAR CAPITAL  
OUTLAY SUBMISSION TO INCLUDE THE PROJECT, CAMPUS WIDE  
PROTECTIVE BARRIER**

Grambling State University (GSU) respectfully requests approval Board approval to amend its Five-Year Capital Outlay submission of August of 2021 by adding a project, Campus Access Control, Planning and Construction. The original plan submission did not include a project to plan and construct a perimeter structure to increase safety and security.

Grambling State University is an open campus located in the Town of Grambling, Louisiana. A perimeter structure will provide better control of traffic to the campus. The campus community has approximately 5,300 students, faculty, and staff. After a review of other institutions of higher learning, protective barrier fencing has become a means to mitigate risk.

This action is part of a larger assessment to upgrade security and safety measures at Grambling State University. A perimeter structure is important to the overall security and safety of the University's students, faculty, and staff.

The Electronic Capital Outlay Request Tracking System (eCORTS) documents were submitted and processed before the November 1, 2021 deadline. The estimated cost of the project is \$18,000,000.

Sincerely,

A handwritten signature in blue ink, appearing to read "RJ Gallot", is positioned above the printed name.

Richard J. Gallot, Jr., JD  
President

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 9, 2021**

**Item H.2.**      **Louisiana Tech University's** request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation, for the purpose of constructing the Sarah and A.L. Williams Champions Plaza, as authorized by La. R.S. 17:3361.

**EXECUTIVE SUMMARY**

Louisiana Tech University requests permission to lease the site behind the North Endzone of Joe Aillet Stadium to the Louisiana Tech University Foundation, a non-profit organization, for the purpose of creating a plaza to recognize the most highly-decorated student-athletes and teams in the University's history, as authorized by La. R.S. 17:3361.

Louisiana Tech University further requests permission to name the plaza the "*Sarah and A.L. Williams Champions Plaza*" in recognition of A.L. Williams' many contributions to Louisiana Tech University as an athlete and Sarah's involvement in teaching young people the importance of value of great character and leadership.

The University and Foundation estimate the value of improvements is to be \$1,750,000. Upon completion of the Plaza, the lease will be terminated and all improvements to the site will be donated to the University.

Please refer to the attached site location map and photos of the structure.

**RECOMMENDATION**

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Louisiana Tech University's request for approval to enter into a Ground Lease with the Louisiana Tech University Foundation, for the purpose of constructing the Sarah and A.L. Williams Champions Plaza, as authorized by La. R.S. 17:3361.

***BE IT FURTHER RESOLVED***, that Louisiana Tech University has obtained final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

***BE IT FURTHER RESOLVED***, that the President of Louisiana Tech University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease.

***AND FURTHER***, that Louisiana Tech University will provide the System office with copies of all final executed documents for Board files.





H.2.

# LOUISIANA TECH UNIVERSITY

OFFICE OF THE PRESIDENT

November 12, 2021

LADIES AND GENTLEMEN OF THE BOARD OF SUPERVISORS FOR THE UNIVERSITY  
OF LOUISIANA SYSTEM:

The Louisiana Tech University has secured funding to construct an area to recognize the most highly decorated student-athletes and teams for their contribution to the University's history. The area will be located at the north endzone of Joe Aillet Stadium.

Louisiana Tech University further requests permission to name the area the Sarah and A.L. Williams Champions Plaza in recognition of A.L. Williams contributions to Louisiana Tech University as an athlete and Sarah's involvement in teaching young people the importance of value of great character and leadership.

We respectfully request permission to enter into a ground lease to allow the Louisiana Tech University Foundation to develop and construct Champions Plaza and further request permission to name the plaza the Sarah and A.L. Williams Champions Plaza. The value of improvements is estimated to be \$1,750,000.00. Upon completion of the plaza all improvements will be donated to the University.

Sincerely,

A handwritten signature in blue ink that reads "Leslie K. Guice".

Leslie K. Guice  
President



LEASE

STATE OF LOUISIANA

PARISH OF LINCOLN

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM  
with and on behalf of LOUISIANA TECH UNIVERSITY represented herein by Dr.  
Leslie K. Guice, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

LOUISIANA TECH UNIVERSITY FOUNDATION, INC., a non-profit corporation,  
domiciled in Lincoln Parish, Louisiana, with its address of P.O. Box 3183, Tech  
Station, Ruston, Louisiana 71272, represented herein by Louisiana Tech  
University Foundation Board President Bill Hogan,

Hereinafter referred to as "TENANT", have covenanted and agreed as follows:

WITNESETH

ARTICLE 1  
LEASE OF PROPERTY

1.1 Lease of Property. Lease is proceeding under the authority of R.S.

17:3361. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lincoln Parish, Louisiana, to-wit: all of the property described as the North End-Zone of Joe Aillet Stadium as depicted in Exhibit A, on the Louisiana Tech University Campus, Ruston,

Louisiana; hereinafter referred to as the "Leased Property". Site shall include only the construction site itself and not any building or other common areas not needed for support of the construction. Tenant shall be provided access through Lessor's property to the leased site in order to make improvements to the site.

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this "Lease".

1.4 Purpose. The sole purpose for which Tenant is leasing the Leased Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to construct the Sarah and A.L. Williams Champions Plaza to recognize the most highly-decorated student-athletes and teams in the University's history. Louisiana Tech must approve all plans and specifications prior to commencement of work. The value of improvements to be constructed and donated is estimated to be \$1,750,000.00.

## ARTICLE 2 TERM

2.1 Term. The term of this Lease shall be for a period commencing on December 15, 2021, and ending at midnight on August 31, 2023, or at such time as donation of improvement is executed, whichever occurs first.

### ARTICLE 3

#### RENT

3.1 Consideration. In consideration of said lease, Tenant agrees to a champions plaza for recognition of the most highly-decorated student-athletes, with construction design and standards satisfactory to Lessor.

### ARTICLE 4

#### WARRANTY

4.1 Non-Warranty. This lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

### ARTICLE 5

#### UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

### ARTICLE 6

#### MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

## ARTICLE 7 IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor, and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. Upon completion of each project, Tenant shall donate or execute any document(s) necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease until donated by Tenant.



## ARTICLE 8 INSURANCE

8.0 Insurance by Lessor. After construction of the facility, Lessor shall at Lessor's sole cost insure said improvements under Lessor's property insurance policy with the State of Louisiana Office of Risk Management.

8.1 Insurance by Tenant. During construction of the improvements, Tenant shall, at Tenant's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on the attached Exhibit B. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. If Tenant contracts with multiple contractors, each individual contractor will have to comply with the insurance provisions. Contractor's insurance shall name both Tenant and Lessor as insureds.

Tenant or Tenant's Contractor shall provide proof of clear lien and shall provide payment and performance bonds in the value of each individual contract. If provided by Contractor, Bonds shall be made in favor of both Tenant and Lessor.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and

improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant or Contractor.

## ARTICLE 9 TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.



## ARTICLE 10 INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

ARTICLE 11  
ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

ARTICLE 12  
DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

ARTICLE 13  
NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: c/o Sam Wallace  
Associate Vice President for Administration and Facilities  
P.O. Box 3151  
Ruston, LA 71272

Tenant: c/o Brooks A Hull  
Vice President University Advancement  
P.O. Box 3183  
Ruston, LA 71272

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

#### ARTICLE 14 SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduction of this Lease.

ARTICLE 15  
SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

ARTICLE 16  
BINDING EFFECT

16 Binding Effect. With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

ARTICLE 17  
GENDER

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

ARTICLE 18  
SEVERABILITY

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

ARTICLE 19  
EFFECTIVE DATE

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be December 15, 2021.

**Signature Page:**

**Lease Agreement between Louisiana Tech University and Louisiana Tech University.**

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**WITNESSES:**

**LOUISIANA TECH UNIVERSITY  
FOUNDATION, INC.**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Ruston, Parish of Lincoln, State of Louisiana on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**WITNESSES:**

**BOARD OF SUPERVISORS FOR  
THE UNIVERSITY OF LOUISIANA SYSTEM**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

EXHIBIT A



## EXHIBIT B

### INSURANCE REQUIREMENTS FOR CONTRACTORS

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### A. MINIMUM SCOPE AND LIMITS OF INSURANCE

1. Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

2. Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

3. Automobile Liability

4. Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

#### B. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

#### C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability and Automobile Liability Coverages

a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.

b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

2. Workers Compensation and Employers Liability Coverage



To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverages

a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.

b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.

c. The insurance companies issuing the policies shall have no recourse against the Agency for payment of premiums or for assessments under any form of the policies.

d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

D. ACCEPTABILITY OF INSURERS

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of A-:VI or higher. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

E. VERIFICATION OF COVERAGE

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:  
  
State of Louisiana  
Agency Name, Its Officers, Agents, Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:
3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated.

Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

F. SUBCONTRACTORS

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

G. WORKERS COMPENSATION INDEMNITY

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.

**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 9, 2021**

**Item H.3.**     **McNeese State University's** request for approval to enter into a Land Lease for 10 years with ADSOURCE, LLC so they may construct a billboard and in turn compensate the University on a monthly basis for the length of the Lease.

**EXECUTIVE SUMMARY**

McNeese State University is requesting approval to enter into a Land Lease for 10 years with ADSOURCE, LLC so they may construct a billboard and in turn compensate the University on a monthly basis for the length of the Lease. The University was approached by ADSOURCE, LLC about constructing a billboard structure on a small 5' x 5' parcel of land on the south end of the University Farm property, approximately 2.4 miles away from the main campus near the corner of McNeese Street and Hwy 14. The Lease will also allow ADSOURCE, LLC to construct and provide future access to the surrounding property to maintain the billboard. ADSOURCE, LLC will pay the University \$1,000 a month or 15% of gross sales on the subject billboard, whichever is the greater. Funds generated will be used to help with future improvements at the McNeese Farm property and support the College of Agricultural Sciences.

This is the first Lease between McNeese State University and ADSOURCE, LLC for the land where this billboard is to be erected and maintained for 10 years, but it can be extended if mutually agreed upon by both parties and the extension is approved in the future by the Board of Supervisors.

**RECOMMENDATION**

It is recommended that the following resolution be adopted:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves McNeese State University's request for approval to enter into a Land Lease for 10 years with ADSOURCE, LLC so they may construct a billboard and in turn compensate the University on a monthly basis for the length of the Lease.

***BE IT FURTHER RESOLVED***, that McNeese State University has obtained final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

***BE IT FURTHER RESOLVED***, that the President of McNeese State University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Land Lease.

***AND FURTHER***, that McNeese State University will provide the System office with copies of all final executed documents for Board files.



H.3.

November 17, 2021

Dr. James B. Henderson, President  
University of Louisiana System  
1201 North Third Street  
Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

McNeese State University requests approval to enter into a land lease with AdSource, LLC for placement of a billboard on campus property.

Please place this item on the ULS Board of Supervisors' agenda for consideration and approval at the December 9, 2021 meeting.

Thank you for your attention in this matter.

Sincerely,

Dr. Daryl V. Burckel  
President

Attachments



## BILLBOARD AGREEMENT

This agreement between AdSource, L.L.C. ("AdSource") and **Board of Supervisors for the University of Louisiana System / McNeese State University** ("Lessor") is entered into and effective \_\_\_\_\_ contains the following terms:

1. Grant by Lessor. Lessor grants to AdSource for the term of this agreement (i) the right to the exclusive use and occupancy of a parcel of ground measuring 5 x 5 feet (more or less) (the "pad") upon which AdSource shall construct (unless previously constructed), and shall reasonably and with ordinary due diligence maintain, modify, repair, augment, replace, and/or relocate an outdoor advertising structure or structures, including necessary ancillary structures and appurtenances, advertising devices, power poles, communication devices, connections, and, generally, may place on or around the pad anything necessary to the continued functioning of the advertising structure(s); (ii) a servitude of overhang in favor of AdSource and the pad to the extent the advertising structure(s) extend beyond the pad; (iii) a servitude and continued right of ingress and egress in favor of both AdSource and the pad across all of the property owned by Lessor from any and all public roads contiguous to such property to the pad for the use and occupancy of such advertising structure(s) and for the utilities required for such advertising structure(s); (iv) a servitude for utilities, as described herein, across the property owned by Lessor to the pad; (v) a servitude of sight in favor of both AdSource and the pad from the advertising structure across all of the property owned by Lessor to any and all public roads contiguous to such property; and (vi) AdSource shall be responsible for obtaining all required permits and all permits issued shall be the property of AdSource. Lessor agrees not to construct or allow or authorize the construction, on any property owned by Lessor, of any advertising structure or structures within 1,000 feet of the pad, it being agreed that this negative servitude also runs in favor of both AdSource and the pad. AdSource reserves the right to change, modify, add to, and improve the advertising structure(s) without lessor's consent should the changes, modifications, additions or improvements cost less than 25% of the structure(s) value. Should AdSource's changes, modifications, additions or improvements exceed 25% of the structure(s) value AdSource will be subject to the reasonable written consent of the lessor. The servitudes granted herein to AdSource shall run in favor of its employees, contractors, agents, and assigns.

The rights granted above shall at all times be subject to the reasonable prior approval of the design and placement of any structures and utilities proposed to be placed on the property of Lessor. Further, AdSource shall not utilize any of the rights granted herein to advertise, through any means and without the written consent of Lessor, the promotion of or otherwise advertise any higher educational institution other than McNeese. Additionally AdSource shall not advertise or promote any activity, business or product that would unreasonably diminish, reduce or injure the positive image of McNeese State University. In the event Lessor reasonably determines that any advertising content violates the provisions of this agreement, Lessor shall give AdSource five (5) days written notice to remove the objectionable advertising. Thereafter, failure to remove the objectionable advertising shall be deemed a violation by AdSource of this agreement. Upon violation by AdSource of any provisions of this agreement contained herein, Lessor may, at its sole option, terminate this agreement upon ninety (90) days prior written notice.

2. Compensation. AdSource hereby pays Lessor **\$1000.00**, receipt and adequacy of which is hereby acknowledged. This initial payment represents compensation through the first month of this agreement. In addition, AdSource shall pay Lessor on an annual basis 15% of the Gross Advertising Revenue generated by the structure. Gross Advertising Revenue shall mean all advertising revenue, whether paid in advance or not, received and collected by AdSource for use of the advertising structure which is the subject of this agreement and without deduction of any costs, taxes or expenses of any sort. Minimum payments of **\$1000.00** per month will be made on or before the **1st** of each month beginning the second month after the advertising structure is complete and properly permitted with annual adjustments made at the end of the fourth quarter to balance the account for the 15% of the Gross Advertising Revenue for the year. However, Lessor shall never receive, in any calculation, less than the per month minimum payment referred to above. These payments shall remain each year that the lease is active and ending when this agreement ends.
3. Notice of Lease. Attached hereto as **Exhibit A** is a Notice of Lease which may be recorded in the records of the Parish in which the pad is located.
4. Term. The term of this agreement shall be for **Ten (10)** years from the effective date of this agreement. At the end of the initial ten (10) year term, the parties may, in each parties sole discretion, agree to a new lease for a term as permitted by law and agreed upon by the parties and upon mutually satisfactory terms and conditions, including an increase in payments to Lessor. If, at any time, the advertising structure is declared to be violative of any law or not in compliance with all required permits or any rules or regulations, AdSource or Lessor has the option to terminate this Agreement on **Ninety (90)** days' notice. AdSource shall pay all utility charges for the advertising structure and Lessor shall grant AdSource reasonably necessary servitudes, at locations approved by Lessor prior to any construction by AdSource, across the property to run utilities to the advertising structure.



5. Removal of Property. Upon termination of this agreement for any reason or upon the violation of this agreement by AdSource, AdSource shall, at its sole cost and within one hundred twenty (120) days of such termination, remove the advertising structures and any other property placed pursuant to this agreement at any time. The obligation of AdSource to return the pad to its original condition (wear and tear excepted) at the termination of this agreement applies to the surface only, it being agreed that subsurface structures and appurtenances will remain in place and become the property of Lessor.
6. Dispute Resolution. All controversies and disputes between the parties shall be submitted to mediation and, if not thereby resolved, resolved by arbitration under the commercial mediation and arbitration rules of the Association of Professional Arbitrators and Mediators. The arbitrators may award attorneys fees to the successful party. Any decision by any arbitrator shall be subject to the laws of Louisiana and enforceable only by a final judgment of a Louisiana court with enforcement proceeding commencing in the 14<sup>th</sup> Judicial District Court, Parish of Calcasieu.
7. Description of Property Subject to Agreement. The property subject to this agreement is located in the State of Louisiana, the Parish of Calcasieu. It is owned solely by Lessor. Its municipal address is **2610 East McNeese Street, Lake Charles, LA 70607**. It is more particularly described as See Attached Legal Description Exhibit B. The approximate location of the pad is shown on **Exhibit C**.
8. Default. A party must give the other party written notice by certified mail of default and ninety (90) days to cure such default.
9. Maintenance. AdSource may, at its option, trim and maintain the vegetation on Lessor's property so that the servitudes of sight and ingress and egress granted hereby are maintained. Lessor agrees to take no action and allow no action to be taken that would restrict the servitudes of sight and ingress and egress.
10. Homestead. The property owned by Lessor on which the pad is located **is not** the homestead of Lessor.
11. Indemnity and Insurance. AdSource shall indemnify and hold harmless Lessor from any claims, losses, damages, costs or liability of any sort arising out of the use by AdSource of the rights granted AdSource in this agreement. This indemnity and agreement to hold harmless shall not apply to matters arising solely from the negligence of Lessor. AdSource shall provide and keep in force at all times a commercial general liability insurance policy of at least \$1,000,000 per occurrence and \$2,000,000 aggregate providing liability insurance coverage to AdSource for the obligation to indemnify Lessor and Lessor shall be named in such policy as an Additional Insured under such policy and providing for a waiver of subrogation as to Lessor. AdSource shall provide Lessor during this agreement a current certificate of insurance reflecting the requirements set forth herein as to insurance.
12. Expropriation. In the event the pad is expropriated or a public road contiguous to Lessor's property is relocated, Lessor grants to AdSource the right to relocate the advertising structure(s) to a mutually agreeable pad on Lessor's property, subject to approved required permitting.
13. Governing Law. This agreement shall be governed in accordance with the law of Louisiana and interpreted without regard to authorship.

LESSOR:

ADSOURCE, L.L.C.

\_\_\_\_\_  
[Lessor's signature]

\_\_\_\_\_  
By:

\_\_\_\_\_  
[Lessor's printed name]

\_\_\_\_\_  
Duly Authorized Representative  
131 State Street  
Lake Charles, LA 70605  
(337) 437-4000

\_\_\_\_\_  
[Lessor's address for notices]

\_\_\_\_\_  
[Lessor's telephone number]

\_\_\_\_\_  
[Lessor's SS#]

EXHIBIT "A"

STATE OF LOUISIANA

PARISH OF CALCASIEU

NOTICE OF LEASE

KNOW ALL MEN BY THESE PRESENTS, THAT:

This Lease, made and entered into as of the 1<sup>st</sup> day of September, 2021 by and between McNeese State University herein called LESSOR whose address is \_\_\_\_\_, and AdSource, L.L.C. herein called LESSEE whose address is 131 State St., Lake Charles, LA 70605  
WITNESSETH:

That for the rents and upon the terms, covenants and provisions set forth in that certain lease dated the 1<sup>st</sup> day of September, 2021 (hereinafter "the Lease") between Lessor and Lessee, Lessor has demised, leased and let, and does hereby demise, lease and let unto Lessee:

Those certain premises (the "Leased Premises") at 2610 East McNeese St., Lake Charles, LA 70607, in the City of Lake Charles, State and Parish aforesaid, containing an area of approximately twenty-five square feet. The Leased Premises are located on the property legally described on the attached Exhibit B. The boundaries of the Leased Premises are outlined on the site plan marked Exhibit C. Exhibits B and C are attached hereto and made a part hereof by reference.

The Lease is made for the rentals and upon each and all of the terms, covenants and provisions thereof, all of which are by this reference incorporated herein and made a part hereof, the same as though fully set forth herein.

The Lease is for a term of ten years beginning on \_\_\_\_\_.

IN WITNESS WHEREOF, Lessor and Lessee have caused their names to be affixed hereunto as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

WITNESSES: (Lessor)

\_\_\_\_\_  
\_\_\_\_\_

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

WITNESSES: (Lessee)

\_\_\_\_\_  
\_\_\_\_\_

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

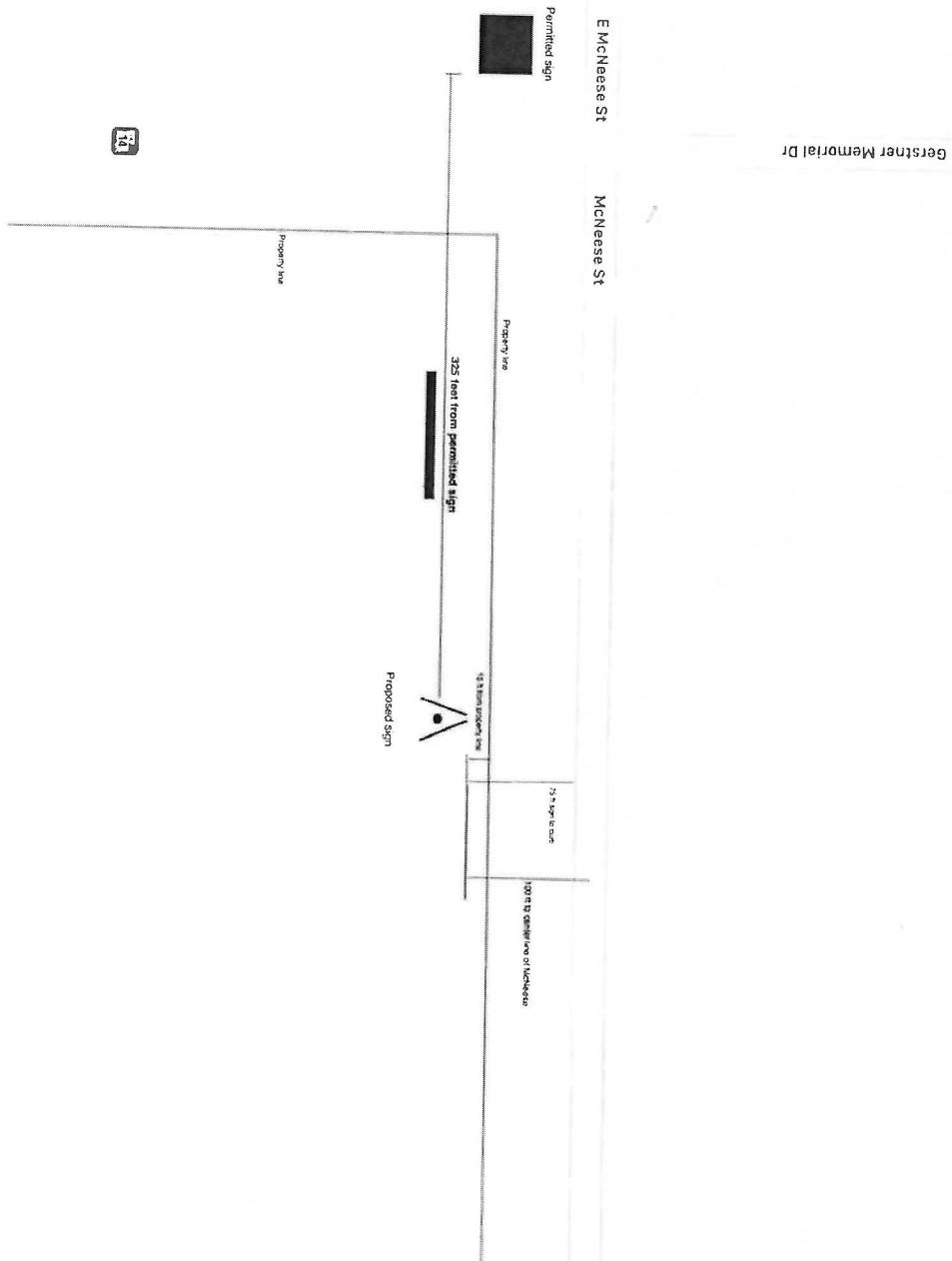


**EXHIBIT "B"**  
**Legal Description**

LEGAL DESCRIPTION

@221008-0000-1100001 0000 @221008-0000-1200001 0000  
@221008-0000-1300001 0000 @221008-0000-1400001 0000  
@221008-0000-4100002 0000 @221008-0000-4200002 0000  
@221008-0000-3100001 0000 @221008-0000-3400001 0000 A-1  
RANCH PROPERTYNE, E 1/2 E 1/2 NW, N 1/2 SW 22.10.8 LESS  
1.03 ACS FOR PARCEL 5-1 (FOR WIDENING OF HWY 14)-281.97  
ACRES-OFFICE \$240 FARMMGR RESIDENCE \$10,500 8 FARM  
BARN'S- HORSE \$1860, HORSE \$1500, BEEG \$1710, BULL \$900,  
IMPLEMENT \$600,IMPLEMENT \$1500,DAIRY \$1050, \$48,990 LAB,  
DAIRY \$1050, TENANT HOUSE \$1350, PUMP HOUSE \$450  
MILKING PARLOR \$9600, STUDENT HOUSE \$600,CHICKEN  
HOUSES-2-\$1200 AGRIC TENANT HOUSE \$1050,TRACTOR BARN  
\$210 (ASSESSED WARD 3X-81) (REF B 1947 P 108-86)

EXHIBIT "C"



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 9, 2021**

**Item H.4.**     **Nicholls State University's** request for approval to enter into a Ground Lease with the Nicholls State University Foundation for the construction of an enclosed batting facility at the Softball Field, as authorized by La. R.S. 17:3361.

**EXECUTIVE SUMMARY**

The University is requesting approval to enter into a Ground Lease with the Nicholls State University Foundation, a non-profit organization, for the construction of an enclosed batting facility at the Softball Field, as authorized by La. R.S. 17:3361.

The Ground Lease consists of the identified area located at the rear of the softball field, located on the corner of Acadia Drive and Ardoyn Drive. The project cost is approximately \$100,000. The approximate square footage of the area to be leased is 10,000. The Foundation shall construct an enclosed batting facility at the location identified. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

The University will grant a two-year period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on June 30, 2024, or upon completion of the construction of the new facilities.

Please refer to the attached site location map and photos of the structures.

**RECOMMENDATION**

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to enter into a Ground Lease with the Nicholls State University Foundation for the construction of an enclosed batting facility at the Softball Field, as authorized by La. R.S. 17:3361.***

***BE IT FURTHER RESOLVED***, that Nicholls State University has obtained final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

***BE IT FURTHER RESOLVED***, that the President of Nicholls State University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease.

***AND FURTHER***, that Nicholls State University will provide the System office with copies of all final executed documents for Board files.



**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

H.4.

November 17, 2021

**Via Electronic Transmittal Only**

Dr. Jim Henderson  
University of Louisiana System President  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the December 9, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

*Lease Agreement with Nicholls Foundation-Softball Field Enclosed Batting Facility.*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune  
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs  
Mr. Terry Braud, Vice President for Finance & Administration  
Mr. Jonathan Terrell, Athletic Director  
Dr. Michele Caruso, Vice President for Student Affairs  
Dr. Todd Keller, Vice Provost  
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator  
Ms. Paulette Mayon, Internal Auditor  
Ms. Claire Bourgeois, Faculty Senate President  
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success  
Ms. Monique Crochet, Executive Director of External Affairs

## **GROUND LEASE**

**STATE OF LOUISIANA  
PARISH OF LAFOURCHE**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

**BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA  
SYSTEM** with and on behalf of Nicholls State University, represented herein by Dr. John Clune duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

**NICHOLLS STATE UNIVERSITY FOUNDATION**, a non-profit corporation, domiciled in Lafourche Parish, Louisiana, with its address of P. O. Box 2074, Thibodaux, Louisiana 70310, represented herein by its duly authorized representative Christopher Riviere, President of the Nicholls State University Foundation.

Hereinafter referred to as "**TENANT**", have covenanted and agreed as follows:

### **WITNESSETH**

### **ARTICLE 1 LEASE OF PROPERTY**

1.1 Lease of Property. In accordance with R. S. 17:3361, Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lafourche Parish, Louisiana, to-wit:

**All the property described on Exhibit A, the "Leased Property".**

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this "Lease".

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to construct an enclosed batting facility at the Softball Field, located at the corner of Acadia and Ardoyne Drives, on the campus of Nicholls State University, identified in Exhibit A, hereinafter the “Project”, at an approximate cost of \$100,000. The approximate square footage of the area to be lease for the facility to be constructed is 10,000. The warranty of the facility will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

## **ARTICLE 2 TERM**

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 30<sup>th</sup> day of June 2024 or at such time as donation of improvements is executed whichever occurs first.

## **ARTICLE 3 RENT**

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar (\$1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

## **ARTICLE 4 WARRANTY**

4.1 Non- Warranty. This Lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

## **ARTICLE 5 UTILITIES**

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

## **ARTICLE 6 MAINTENANCE AND REPAIRS**

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

## **ARTICLE 7 IMPROVEMENTS**

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movable. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

## **ARTICLE 8 INSURANCE**

8.1 Insurance by Tenant. During the term of this Lease Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the



Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant, and the Tenant's contractors and sub-contractors shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant and Tenant's contractors and sub-contractors.

## **ARTICLE 9 TAXES AND ASSESSMENTS**

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this Lease on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

## **ARTICLE 10 INDEMNITY**

10.1 Indemnity. Tenant, the Tenant's contractors and sub-contractors shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further

consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

## **ARTICLE 11 ASSIGNMENT OR SUBLEASE**

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

## **ARTICLE 12 DEFAULT**

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

## **ARTICLE 13 NOTICES**

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: Nicholls State University  
c/o Terry P. Braud, Jr.  
Vice President for Finance and Administration  
P. O. Box 2070  
Thibodaux, LA 70310

Tenant: c/o Christopher Riviere  
President  
Nicholls State University Foundation  
P. O. Box 2074  
Thibodaux, LA 70310

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

#### **ARTICLE 14**

#### **SURRENDER OF POSSESSION**

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this Lease, such shall expressly not be construed as a reconduction of this Lease.

#### **ARTICLE 15**

#### **SPECIFIC PERFORMANCE**

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this Lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

#### **ARTICLE 16**

#### **BINDING EFFECT**

16.1 Binding Effect. With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

#### **ARTICLE 17**

#### **GENDER**

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this

instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter.

**ARTICLE 18  
SEVERABILITY**

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

**ARTICLE 19  
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be January 01, 2022.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this \_\_\_\_ day of \_\_, 2021.

WITNESSES:

NICHOLLS STATE UNIVERSITY  
FOUNDATION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Christopher Riviere, President

\_\_\_\_\_  
NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: \_\_\_\_\_

WITNESSES:

NICHOLLS STATE UNIVERSITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Dr. John Clune, President

\_\_\_\_\_  
NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: \_\_\_\_\_

**\*\* EXHIBIT B \*\***

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

**B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

## **E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

## **F. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **G. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**LEASE EXHIBIT A**

**Page 1 of 1**

**Campus Location of Leased Space  
Softball Field**

**Campus of Nicholls State University  
Corner of Acadia and Ardoyne Drive  
Construction of new enclosed batting facility**



**Area to be leased for construction of enclosed batting facility  
Total Approximate Square footage = 10,000**



**Campus site photo of area enclosed batting facility will be constructed**



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 9, 2021**

**Item H.5.**     **Nicholls State University's** request for approval to enter into a Ground Lease with the Nicholls State University Foundation for interior renovations to Stopher Gymnasium, as authorized by La. R.S. 17:3361.

**EXECUTIVE SUMMARY**

The University is requesting approval to enter into a Ground Lease with the Nicholls State University Foundation, a non-profit organization, for interior renovations to Stopher Gymnasium, as authorized by La. R.S. 17:3361. The lease consists of the building, Stopher Gymnasium, located at 220 Acadia Drive. The project cost is approximately \$1,250,000. The approximate square footage of the building to be leased is 33,683. The renovation will include painting, installation of new seating, and other related work. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the project must be approved by Lessor prior to installation.

The University will grant a two-year period for completion of the project. Upon completion of the project, the Foundation will execute a donation to the University of the completed project. The lease will terminate on June 30, 2024, or upon completion of the construction of the new facilities.

Please refer to the attached site location map and photos of the structures.

**RECOMMENDATION**

It is recommended that the following resolution be adopted.

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Nicholls State University's request to enter into a Ground Lease with the Nicholls State University Foundation for interior renovations to Stopher Gymnasium, as authorized by La. R.S. 17:3361.

***BE IT FURTHER RESOLVED***, that Nicholls State University has obtained final review from UL System staff, legal counsel, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.



***BE IT FURTHER RESOLVED***, that the President of Nicholls State University or his or her designee is hereby designated and authorized to execute any and all documents associated with said Ground Lease.

***AND FURTHER***, that Nicholls State University will provide the System office with copies of all final executed documents for Board files.



**Nicholls State University**

**Office of the President**

P.O. Box 2001 | Thibodaux, LA 70310 | 985.448.4003 | 985.448.4920 [F]

H.5.

November 17, 2021

**Via Electronic Transmittal Only**

Dr. Jim Henderson  
University of Louisiana System President  
1201 North Third Street, Suite 7-300  
Baton Rouge, LA 70802

Dear Dr. Henderson:

Nicholls State University requests consideration and approval of the following to be placed on the agenda for the December 9, 2021 meeting of the Board of Supervisors for the University of Louisiana System:

*Lease Agreement with Nicholls Foundation-Stopher Gymnasium Renovations..*

Thank you for your assistance in this matter.

Sincerely,

Jay Clune  
President

JC/apf

Enclosures

c: Dr. Sue Westbrook, Provost/Vice President for Academic Affairs  
Mr. Terry Braud, Vice President for Finance & Administration  
Mr. Jonathan Terrell, Athletic Director  
Dr. Michele Caruso, Vice President for Student Affairs  
Dr. Todd Keller, Vice Provost  
Mr. Steven Kenney, Assistant Vice President for Human Resources, CDIO & Title IX Coordinator  
Ms. Paulette Mayon, Internal Auditor  
Ms. Claire Bourgeois, Faculty Senate President  
Ms. Renee Hicks, Assistant Vice President of Institutional Effectiveness Access & Success  
Ms. Monique Crochet, Executive Director of External Affairs

## **GROUND LEASE**

**STATE OF LOUISIANA  
PARISH OF LAFOURCHE**

**KNOW ALL MEN BY THESE PRESENTS THAT:**

**BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA  
SYSTEM** with and on behalf of Nicholls State University, represented herein by Dr.  
John Clune duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "**LESSOR**" and,

**NICHOLLS STATE UNIVERSITY FOUNDATION**, a non-profit corporation,  
domiciled in Lafourche Parish, Louisiana, with its address of P. O. Box 2074,  
Thibodaux, Louisiana 70310, represented herein by its duly authorized representative  
Christopher Riviere, President of the Nicholls State University Foundation.

Hereinafter referred to as "**TENANT**", have covenanted and agreed as follows:

**WITNESSETH**

### **ARTICLE 1 LEASE OF PROPERTY**

1.1 Lease of Property. In accordance with R. S. 17:3361, Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which TENANT hereby agrees shall be paid, kept and performed by TENANT, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Lafourche Parish, Louisiana, to-wit:

**All the property described on Exhibit A, the "Leased Property".**

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this "Lease".

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property, and for which Lessor is granting this Lease, is for Tenant to perform renovations to Stopher Gymnasium, located at 220 Acadia Drive on the campus of Nicholls State University, identified in Exhibit A, hereinafter the "Project, at an approximate cost of \$1,250,000. The approximate square footage of the building to be leased is 33,683. The renovation will include painting, installation of new seating, and other related work. The warranty of the renovations will be executed in favor of Lessor at time of completion. Plans and specifications for improvements in the Project must be approved by Lessor prior to installation.

## **ARTICLE 2 TERM**

2.1 Term. The term of this Lease shall be for a period commencing on the date of execution and ending at midnight on the 30<sup>th</sup> day of June 2024 or at such time as donation of improvements is executed whichever occurs first.

## **ARTICLE 3 RENT**

3.1 Consideration. In consideration of said Lease, Tenant shall pay one dollar (\$1.00) per year and does agree to proceed with the improvements in the Project as defined in Article 1.4 in substantial accordance with standards satisfactory to Lessor.

## **ARTICLE 4 WARRANTY**

4.1 Non- Warranty. This Lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

## **ARTICLE 5 UTILITIES**

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

## **ARTICLE 6 MAINTENANCE AND REPAIRS**

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

## **ARTICLE 7 IMPROVEMENTS**

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property shall become the property of Lessor and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements at the time of the donation of the project to the Lessor. At the end of the lease period, Tenant shall donate or execute any other document necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease, ceasing at the time of the termination of the Lease and donation of the Project as described herein.

## **ARTICLE 8 INSURANCE**

8.1 Insurance by Tenant. During the term of this Lease Tenant, and the Tenant's contractors and sub-contractors shall, at Tenant's, contractor's and sub-contractor's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all the standards, specifications, and conditions outlined on the attached Exhibit B.

8.1.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the

Leased Property and all improvements situated on the Leased Property, so as to avoid a co-insurance penalty at the time of any loss.

8.1.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person using or present on the Leased Property, including the building and improvements located thereon during the term of the Lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.1.3 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.1.4 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.2 Certificates of Insurance. Tenant, and the Tenant's contractors and sub-contractors shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant and Tenant's contractors and sub-contractors.

## **ARTICLE 9 TAXES AND ASSESSMENTS**

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this Lease on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

## **ARTICLE 10 INDEMNITY**

10.1 Indemnity. Tenant, the Tenant's contractors and sub-contractors shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further

consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

## **ARTICLE 11 ASSIGNMENT OR SUBLEASE**

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

## **ARTICLE 12 DEFAULT**

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this Lease shall become null and void.

12.2 In the event of default, Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

## **ARTICLE 13 NOTICES**

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor: Nicholls State University  
c/o Terry P. Braud, Jr.  
Vice President for Finance and Administration  
P. O. Box 2070  
Thibodaux, LA 70310

Tenant: c/o Christopher Riviere  
President  
Nicholls State University Foundation  
P. O. Box 2074  
Thibodaux, LA 70310

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

#### **ARTICLE 14**

#### **SURRENDER OF POSSESSION**

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this Lease, such shall expressly not be construed as a reconduction of this Lease.

#### **ARTICLE 15**

#### **SPECIFIC PERFORMANCE**

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this Lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

#### **ARTICLE 16**

#### **BINDING EFFECT**

16.1 Binding Effect. With the exceptions hereinabove mentioned, all the covenants, provisions, terms and agreements and conditions of this Lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

#### **ARTICLE 17**

#### **GENDER**

17.1 Gender. Where the word "Lessor" or the word "Tenant" occurs in this



instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter.

**ARTICLE 18  
SEVERABILITY**

18.1 Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted here from to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

**ARTICLE 19  
EFFECTIVE DATE**

19.1 Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be January 01, 2022.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the City of Thibodaux, Parish of Lafourche, State of Louisiana on this \_\_\_\_ day of \_\_, 2021.

WITNESSES:

NICHOLLS STATE UNIVERSITY  
FOUNDATION

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Christopher Riviere, President

\_\_\_\_\_  
NOTARY PUBLIC

Print Name:

Notary ID #

My Commission is: \_\_\_\_\_

WITNESSES:

NICHOLLS STATE UNIVERSITY

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Dr. John Clune, President

\_\_\_\_\_  
NOTARY PUBLIC

Print Name:

Notary ID #  
My Commission is: \_\_\_\_\_

**\*\* EXHIBIT B \*\***

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

**A. MINIMUM SCOPE OF INSURANCE**

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability "occurrence" coverage form CG 00 01 (current form approved for use in Louisiana). **"Claims Made" form is unacceptable.**
2. Insurance Services Office form number CA 00 01 (current form approved for use in Louisiana). The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

**B. MINIMUM LIMITS OF INSURANCE**

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employer's Liability coverage. Exception: Employer's liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.

**C. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either 1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers, or 2) the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

**D. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages
  - a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insureds" as respects liability arising out of activities performed by or

on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the State of Louisiana.

- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

## 2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

## 3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

## **E. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with a Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers' compensation coverage only.

## **F. VERIFICATION OF COVERAGE**

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the Agency before work commences. The Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

## **G. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

## **LEASE EXHIBIT A**

**Page 1 of 4**

**Campus Location of Leased Space**

**Stopher Gymnasium**

**Campus of Nicholls State University**

**220 Acadia Drive, Thibodaux LA, 70301**

**Renovations to interior of building**

**To include painting, new seating, and other related work**



**Total Approximate Square footage = 33,683**



**Campus site photo of building**



**LEASE EXHIBIT A**  
**Page 2 of 4**

**Interior building photos**

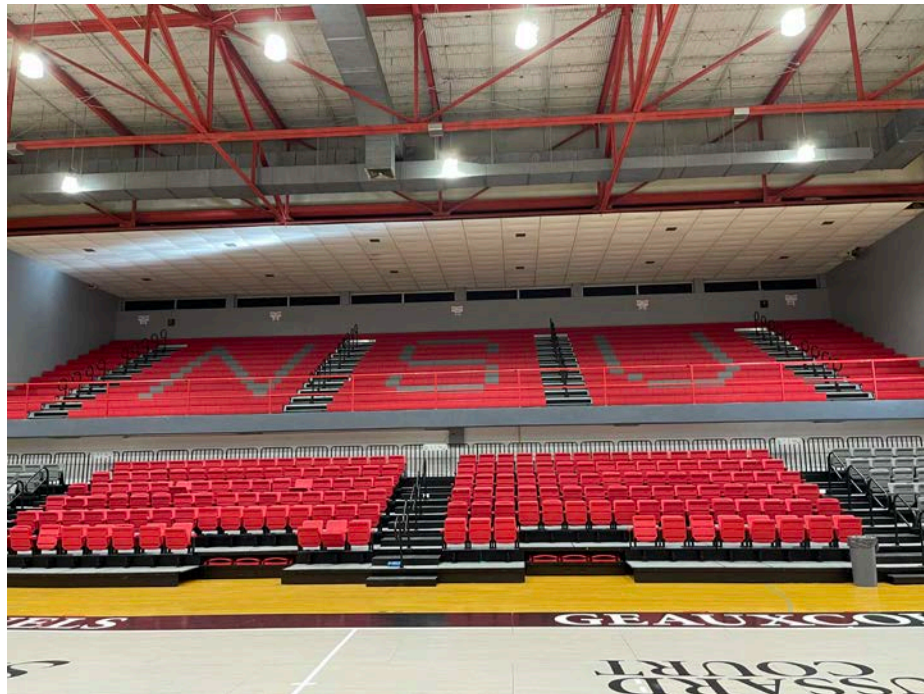


**Main facility**

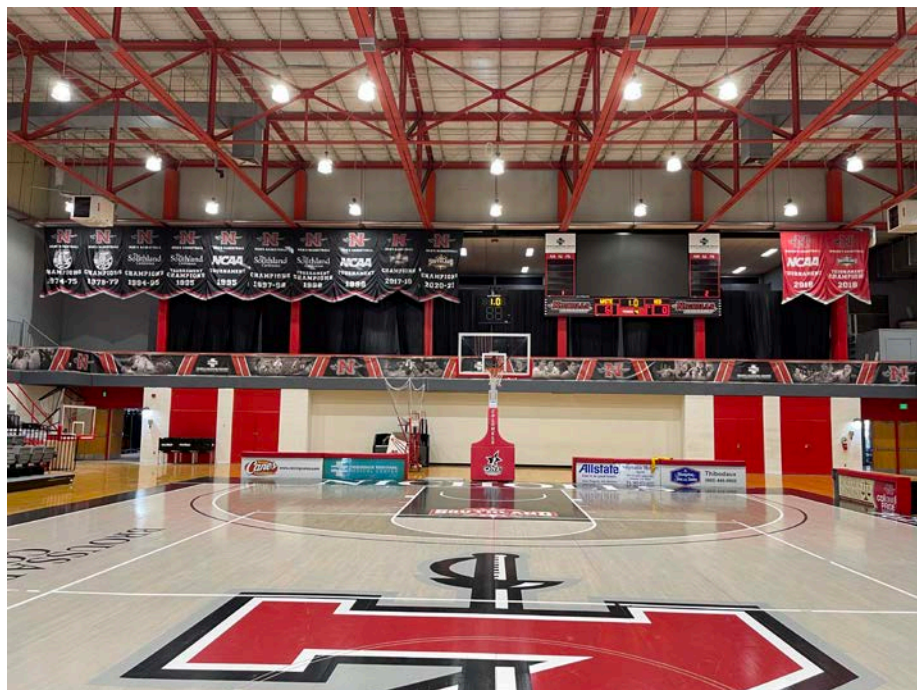


**South side seating area**

**LEASE EXHIBIT A**  
**Page 3 of 4**



North side seating section



West side of arena



**LEASE EXHIBIT A**  
**Page 4 of 4**



**East side of arena**



**BOARD OF SUPERVISORS FOR THE  
UNIVERSITY OF LOUISIANA SYSTEM**

**FACILITIES PLANNING COMMITTEE**

**December 9, 2021**

**Item H.6.**      **Southeastern Louisiana University's** request for approval to revise an existing Ground Lease, approved by the Board of Supervisors on September 9, 2016, with the Lion Athletics Association, Inc. for the property described as the site of the field area within Alumni Field Stadium.

**EXECUTIVE SUMMARY**

The University entered into a Ground Lease with the Lion Athletics Association, Inc. approved by the Board of Supervisors on September 9, 2016, for the purpose of making facility improvements to include the installation of artificial turf in Alumni Field Stadium. The lease is limited to the space as outlined in the lease documents and for the sole purpose of said improvements.

The lease will now terminate on June 30, 2028 when the debt for the improvement is paid off by the Lion Athletics Association, Inc. or at such time as a donation of improvements is executed.

**RECOMMENDATION**

The staff recommends approval of this item and adoption of the following resolution:

***NOW, THEREFORE, BE IT RESOLVED***, that the Board of Supervisors for the University of Louisiana System hereby approves Southeastern Louisiana University's request for approval to revise an existing Ground Lease, approved by the Board of Supervisors on September 9, 2016, with the Lion Athletics Association, Inc. for the property described as the site of the field area within Alumni Field Stadium.

***BE IT FURTHER RESOLVED***, that Southeastern Louisiana University shall obtain final review from UL System staff and legal counsel to the Board, and shall secure all other appropriate approvals from agencies/parties of processes, documents, and administrative requirements prior to execution of documents.

***BE IT FURTHER RESOLVED***, that the President of Southeastern Louisiana University or his or her designee are hereby authorized and directed to execute any and all documents necessary in connection with this transaction.

***AND FURTHER***, that Southeastern Louisiana University will provide the System office with copies of all final executed documents for Board files.

November 19, 2021

Dr. James Henderson, President  
University of Louisiana System  
1201 North Third Street, Suite 7-300  
Baton Rouge, Louisiana 70802

Re: Revised Lease Agreement – Lion Athletics Association

Dear Dr. Henderson:

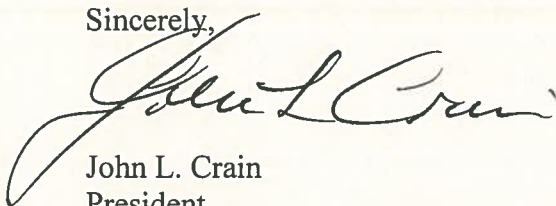
Southeastern Louisiana University is respectfully submitting the following item to be placed on the agenda for approval at the December 9, 2021 meeting of the Board of Supervisors.

The University entered into a ground lease with the Lion Athletics Association, Inc. approved by the Board of Supervisors on September 9, 2016, for the purpose of making facility improvements to include the installation of artificial turf in the Alumni Field Stadium.

Contingent upon approval of documents by System staff and counsel, Southeastern Louisiana University is requesting permission to revise the Ground Lease with the Lion Athletics Association to extend the termination date of the lease to June 30, 2028 when the debt for the improvement is paid off or at such time as a donation of improvements is executed.

Your consideration of this request is greatly appreciated.

Sincerely,



John L. Crain  
President

## LEASE

STATE OF LOUISIANA PARISH

OF TANGIPAHOA

KNOW ALL MEN BY THESE PRESENTS THAT:

BOARD OF SUPERVISORS FOR THE UNIVERSITY OF LOUISIANA SYSTEM, with and on behalf of SOUTHEASTERN LOUISIANA UNIVERSITY, represented herein by Dr. John L. Crain, duly authorized by resolution of said Board of Supervisors,

Hereinafter referred to as "LESSOR" and,

LION ATHLETICS ASSOCIATION, INC., a non-profit corporation, domiciled in Tangipahoa Parish, Louisiana, with its address of SLU 10309, Hammond, Louisiana 70402, represented herein by its duly authorized representative Michelle Sutton, President of the Lion Athletics Association.

Hereinafter referred to as "TENANT", have covenanted and agreed as follows:

WITNESETH

ARTICLE I

LEASE OF PROPERTY

1.1 Lease of Property. Lessor, in consideration of the rent, covenants, agreements and conditions hereinafter set forth, which Tenant hereby agrees shall be paid, kept and performed by Tenant, does hereby lease, let, demise and rent exclusively unto Tenant, and Tenant does hereby rent and lease from Lessor the following described property, together with all improvements thereon, all rights, ways, privileges, servitudes, appurtenances and advantages thereunto belonging or in anywise appertaining, situated in Tangipahoa Parish, Louisiana, to-wit: All of the property described as the site of the field area within Alumni Field Stadium, Hammond, Louisiana, hereinafter referred to as the "Leased Property". Site shall include only the field and not the Stadium itself or other common areas not within the field area. Tenant shall be provided access

through Lessor's property to the leased site in order to make improvements to the field.

1.2 Habendum Clause. TO HAVE AND TO HOLD a lease upon the Leased Property unto Tenant, Tenant's heirs and successors.

1.3 Designation of Instrument. This contract of lease, including all terms, provisions, covenants, agreements and conditions thereof, is hereafter sometimes referred to as the or this "Lease".

1.4 Purpose. The primary purpose for which Tenant is leasing the Lease Property and for which Lessor is granting this Lease is for Tenant to use the Leased Property described in 1.1 to install artificial turf. Southeastern Louisiana University must approve all plans and specifications prior to commencement of work, to include but not limited to a review of Southeastern's Physical Plant and Facility Planning departments.

## ARTICLE 2

### TERM

2.1 Term. The term of this Lease shall be for a period commencing on September 1, 2016, and ending at midnight on June 30, 2028.

## ARTICLE 3

### RENT

3.1 In consideration of said lease, Tenant agrees to replace the artificial turf in the stadium, at its sole cost and expense, with standards satisfactory to Lessor.

## ARTICLE 4

### WARRANTY

4.1 Non-Warranty. This lease is made by Lessor and accepted by Tenant without any warranty of title or recourse whatsoever against Lessor, and without any warranty as to the fitness of the Leased Property.

4.2 Access. Lessor reserves the right, and shall, at all times, have access to the Leased Property for the exercise of all rights as Owner not specifically leased hereunder.

## ARTICLE 5

### UTILITIES

5.1 Payment. Lessor shall pay all utilities incurred with the operation of the Leased Property, as well as all deposits and service charges in connection therewith.

## ARTICLE 6

### MAINTENANCE AND REPAIRS

6.1 Obligation to Maintain. Tenant shall be obligated to keep the Leased Property in a reasonable state of cleanliness, considering the contractual activities contemplated by Tenant.

6.2 Right of Inspection. Lessor shall, at all reasonable times, have access to the Leased Property for purposes of inspection of the same.

6.3 Regulations. Tenant hereby agrees that it shall comply with all laws and ordinances regulating its operations of Leased Property and that it will secure, at its own expense, all necessary permits and licenses from all governmental agencies or bodies.

6.4

## ARTICLE 7

### IMPROVEMENTS

7.1 Ownership. Tenant agrees that all permanent improvements or alterations made to the Leased Property, shall become the property of Lessor, and Tenant shall not be entitled to any credit, reimbursement or payment for such improvements. Upon completion of each project, Tenant shall donate or execute any document(s) necessary to convey any movable property which is incidental to or an accessory to the permanent improvement constructed on the Leased Property by Tenant.

7.1.2 Liens. Tenant, in connection with any work, construction, alteration or remodeling of Leased Property does hereby agree to indemnify, defend and hold Lessor harmless from any lien or privilege which may be filed against the Leased Property by virtue of any work or improvements done by or for the account of Tenant, the agents, contractors or subcontractors, and Tenant shall remove by payment or bonding, any such lien or privilege within thirty (30) days of filing of the same.

7.2 Installation of Movables. Tenant shall have the right to install any furniture, fixtures, equipment, machinery or other chattels or property of a similar non-permanent nature on the Leased Property.

7.2.1 Ownership. Lessor agrees that the title to all property placed on the Leased Property by Tenant as described in 7.2 shall be vested and remain with Tenant during the term of this Lease until donated by Tenant.

## ARTICLE 8

### INSURANCE

8.1 Insurance by Lessor. After improvements are made to the field, Lessor shall at Lessor's sole cost insure said improvements under Lessor's property insurance policy with the State of Louisiana Office of Risk Management.

8.2 Insurance by Tenant. During the installation of improvements to the field, Tenant shall, at Tenant's sole cost and expense, keep and maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. The terms and conditions of said policies shall meet all of the standards, specifications, and conditions outlined on Attachment 1. Tenant may meet these conditions by requiring Contractor to maintain the following policies of insurance for the coverage and amounts set forth under each described insurance. If Tenant contracts with multiple contractors, each individual contractor will have to comply with the insurance provisions. Contractor's insurance shall name both Tenant and Lessor as insureds.

Tenant or Tenant's Contractor shall provide proof of clear lien and shall provide payment and performance bonds in the value of each individual contract. If provided by Contractor, Bonds shall be made in favor of both Tenant and Lessor.

8.2.1 Builder's Risk and Fire and Extended Coverage. Fire and extended coverage, together with vandalism and malicious mischief insurance for the full insurable value of the Leased Property and all improvements situated on the Leased Property, so as to avoid a co- insurance penalty at the time of any loss.

8.2.2 Comprehensive General Liability Insurance. Comprehensive general liability insurance insuring Tenant and Lessor against liability to the public or to any person

8.2.3



using or present on the Leased Property, including the building and improvements located thereon during the term of the lease or any extension thereof, which insurance shall be in the amount of \$1,000,000.00 combined single limit per occurrence for bodily injury, personal injury and property damage. Policy coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). "Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause".

8.2.4 Named Insured. All policies of insurance shall state Lessor as a named insured, and, if applicable, contain a loss payable clause for the benefit of Lessor and/or be properly endorsed with a waiver of subrogation against Lessor.

8.2.5 Non-Cancellation Agreement. Each policy of insurance shall, to the extent obtainable, contain an agreement by the insurer that such policies shall not be canceled unless at least thirty (30) days prior written notice is given to Lessor.

8.3 Certificates of Insurance. Tenant shall provide Lessor, within five (5) days after the effective date of this Lease, certificates of insurance evidencing the effectiveness of the insurance coverage required under 8.1, which certificates of insurance shall bear notations evidencing the payment of premiums or accompanied by other reasonable evidence of such payment by Tenant or Contractor.

## ARTICLE 9

### TAXES AND ASSESSMENTS

9.1 Personal Property Taxes. Tenant shall be responsible for all property taxes or assessments during the terms of this lease, on the personal property, equipment, leasehold interest, furniture and fixtures, whether movable or immovable, which Tenant may place on the Leased Property.

## ARTICLE 10

### INDEMNITY

10.1 Indemnity. Tenant shall indemnify, defend and hold harmless Lessor of and from any and all suits, claims, actions, causes of action, losses, expenses or damages, including attorney's fees, relating to, in connection with, or arising out of or resulting from the use and enjoyment of the Leased Property and all privileges granted herein by this Lease to Tenant, with respect to all persons, including all agents, employees, servants or invitees of Tenant, as well as all property, whether emanating by way of intentional acts, negligence, non-performance or strict liability, and Lessor is further extended the immunity from liability provided by LSA-R.S. 9:3221. As a further consideration of this contract, Tenant, for itself and its successors, assigns, agents, contractors, employees, invitees, customers and licensees, especially releases Lessor from any and all warranties against vices and/or defects, of the Leased Property and all liability for damages suffered from said vices and/or defects and Tenant obligates itself to hold Lessor harmless against any loss for damages or injuries that may be suffered by any person, including Tenant's agents, contractors, employees, invitees and licensees, caused by or resulting from any defects of the Leased Property. In addition, Tenant agrees to defend Lessor in any legal action against it and pay in full or satisfy any claims, demands, or judgments made or rendered against Lessor and to reimburse Lessor for any legal expense, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action.

## ARTICLE 11

### ASSIGNMENT OR SUBLEASE

11.1 Assignment or Sublease. Tenant shall not have the right to assign the Lease in whole or in part, nor sublet the Leased Property, in whole or part, without the prior written consent of Lessor. Any attempted assignment or sublease without the written consent of Lessor shall be null and void as to Lessor.

## ARTICLE 12

### DEFAULT

12.1 Default. If Tenant shall default in any condition or covenant of this Lease, and if such default continues for a period of thirty (30) days after Lessor has notified Tenant of such default and its intention to declare the Lease forfeited, it is thereupon considered terminated or should an execution be issued against Tenant then, and in such event, this lease shall become null and void.

12.2 In the event of default. Tenant agrees to pay all costs of eviction, repossession, or other judicial remedies available by law and agrees to pay reasonable attorney fees. Lessor shall be entitled to twelve (12%) per annum interest on such amount due after default until paid and said attorney fees shall not be less than (15%) nor more than twenty-five (25%) of the amount due.

## ARTICLE 13

### NOTICES

13.1 Notices. Any notice, communication, and/or consent provided or permitted to be given, made or accepted by either party must be in writing, and unless otherwise expressly provided herein, shall be deemed properly given or served only if delivered personally to the other party hereto or sent by certified mail, return receipt requested, to the respective parties at the following address:

Lessor:           c/o     Sam Domiano  
                      Vice President for Administration & Finance  
                      SLU 10709  
                      Hammond, LA 70402

Tenant: c/o Michelle Sutton  
Lion Athletics Association  
SLU 10309  
Hammond, LA 70402

Notice deposited in the mail in the manner set forth above shall be effective, unless otherwise stated in this Lease, from and after the expiration of three (3) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties hereto shall have the right to change their respective addresses for the receipt of notices only upon giving of at least fifteen (15) days written notice to the other party by way of certified mail, return receipt requested.

#### ARTICLE 14

##### SURRENDER OF POSSESSION

14.1 Surrender of Possession. At the expiration of the Lease, or its termination for other causes, Tenant is obligated to immediately peaceably surrender possession to Lessor. Tenant expressly waives any notice to vacate at the expiration of this Lease and all legal delays, and hereby confesses judgment, including costs, placing Lessor in possession to be executed at once. Should Lessor allow or permit Tenant to remain on the Leased Property after the expiration of this Lease, or the expiration of any renewal term of this lease, such shall expressly not be construed as a reconduction of this Lease.

#### ARTICLE 15

##### SPECIFIC PERFORMANCE

15.1 Specific Performance. Should Lessor or Tenant fail to perform any of the respective obligations of each set forth in this lease, then the other party shall have the right to demand specific performance and/or damages, plus reasonable attorney's fee.

## ARTICLE 16

### BINDING EFFECT

16     Binding Effect. With the exceptions herin above mentioned, all the covenants, provisions, terms and agreements and conditions of this lease shall inure to the benefit of and be binding upon the heirs, successors and assigns of the respective parties hereto as fully as upon said parties.

## ARTICLE 17

### GENDER

17.1   Gender. Where the word "Lessor" or the word "Tenant" occurs in this instrument or is referred to the same shall be construed as singular or plural, masculine, feminine or neuter, as the case may be.

## ARTICLE 18

### SEVERABILITY

18.1   Severability. If any provisions of this Lease shall be construed to be illegal or invalid, it shall not affect the legality or validity of any of the other provisions hereof. The illegal or invalid provisions shall be deemed stricken and deleted herefrom to the same extent and effect as if never incorporated herein. All other provisions hereof shall continue in full force and effect.

## ARTICLE 19

### EFFECTIVE DATE

19.1   Effective Date. The effective date of this Lease, irrespective of the date of execution by Lessor or Tenant, shall be September 1, 2016.

Signature Pages:

Lease Agreement between Southeastern Louisiana University and Lion Athletics Association, Inc.

Artificial Turf Installation at Alumni Field.

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the  
City of Hammond, Parish of Tangipahoa, State of Louisiana on this \_\_\_\_ day of \_\_\_\_\_ 2021.

WITNESSES:

LION ATHLETICS ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_  
Michelle Sutton, President

\_\_\_\_\_

THIS DONE AND PASSED in the presence of the undersigned competent witnesses in the  
City of Hammond, Parish of Tangipahoa, State of Louisiana on this \_\_\_\_ day of \_\_\_\_\_ 2021.

WITNESSES:

SOUTHEASTERN LOUISIANA UNIVERSITY

\_\_\_\_\_

\_\_\_\_\_  
Dr. John L. Crain, President

\_\_\_\_\_

## ATTACHMENT 1

### INSURANCE & INDEMNIFICATION REQUIREMENTS

Before commencing work, the Other Party (contractor and/or subcontractor) shall obtain at its own cost and expense the following insurance placed with insurance companies authorized to do business in the State of Louisiana with A.M. Best ratings of **A-:VI or higher**. The Other Party shall provide evidence of such insurance as required by the Agency. The Certificates of insurance should confirm that a thirty-day policy cancellation notice has been provided to the Agency for all of the following stated insurance policies

**A. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Other Party's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per person/per disease. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

**B. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**C. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. The ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for the following automobile coverage classes:

1. Owned automobiles
2. Hired automobiles
3. Non-owned automobiles

Location of operations shall be "All Locations".

Note: If the vendor/contractor does not own an automobile and an automobile is utilized in the execution of the contract, then only hired and non-owned coverage is acceptable. If an automobile is not utilized in the execution of the contract, then automobile coverage is not required.

**D. Professional Liability (Errors and Omissions)**

Professional Liability (Error & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000 per claim. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of at least 24 months, with full reinstatement of limits, from the expiration date of the policy, if policy is not renewed.



**E. Cyber Liability**

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises the State's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

- F. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Other Party shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days. Upon failure of the Other Party to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Other Party to purchase and/or maintain any required insurance shall not relieve the Other Party from any liability or indemnification under the contract.

**G. All Certificates of Insurance of the Other Party shall reflect the following:**

1. The Other Party's insurer will have no right of recovery or subrogation against the Agency. It is the intention of the parties that the Other Party's insurance policies shall protect both parties and shall be the primary coverage for any and all losses that occur under the contract.
2. The Agency shall be named as an additional insured as regards negligence by the contractor. The ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable.
3. The insurance companies issuing the policy or policies shall have no recourse against the Agency for payment of any premiums or for assessments under any form of the policy or policies.
4. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

**H. The following Indemnification Agreement shall be a provision of the contract:**

The Other Party agrees to save and hold harmless, protect, defend, and indemnify the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, employees and volunteers, from and against any and all claims, demands, expenses and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of the Other Party, its agents, servants and employees, or any and all costs, expenses and/or attorney fees incurred by the Other Party as a result of any claim, demands, and/or causes of action, except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, employees and volunteers.

The Other Party agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands or suits at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claim, demand or suit is groundless, false

or fraudulent. The State of Louisiana may, but is not required to, consult with the Other Party in the defense of claims, but this shall not affect the Other Party's responsibility for the handling of and expenses for all claims.

- I. Any deductibles or self-insured retentions must be declared to and accepted by the Agency. Any and all deductibles shall be assumed in their entirety by the Other Party.
- J. All property losses to Agency's property caused by the actions of the Other Party shall be adjusted with and made payable to the Agency.
- K. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall release the Other Party from the insurance requirements and indemnification agreement obligations.
- L. Additional insurance may be required on an individual basis for hazardous activities and specific service agreements. If such additional insurance is required for a specific contract, that requirement should be added to the list of required coverages found in the appropriate Exhibit.
- M. If the Other Party does not continue to comply with all of the insurance requirements at any time during the contract or at contract renewal, the Agency has the following options:
  - 1. Payments to the Other Party may be withheld until the requirements have been met;
  - 2. The Agency may pay any renewal policy premiums and withhold such payments from any monies due the Other Party;
  - 3. The Agency may suspend, discontinue or terminate the contract.

## **EXHIBIT A**

### **INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

#### **A. MINIMUM SCOPE AND LIMITS OF INSURANCE**

##### **1. Workers Compensation**

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

##### **2. Commercial General Liability**

Commercial General Liability insurance, including Personal and Advertising Injury Liability

and Products and Completed Operations, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general annual aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

**3. Automobile Liability**

Automobile Liability Insurance shall have a minimum combined single limit per accident of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

**B. DEDUCTIBLES AND SELF-INSURED RETENTIONS**

Any deductibles or self-insured retentions must be declared to and accepted by the Agency. The Contractor shall be responsible for all deductibles and self-insured retentions.

**C. OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

**1. Commercial General Liability and Automobile Liability Coverages**

- a. The Agency, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Forms CG 20 10 (for ongoing work) AND CG 20 37 (for completed work) (current forms approved for use in Louisiana), or equivalents, are to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Agency.
- b. The Contractor's insurance shall be primary as respects the Agency, its officers, agents, employees and volunteers for any and all losses that occur under the contract. Any insurance or self-insurance maintained by the Agency shall be excess and non-contributory of the Contractor's insurance.

**2. Workers Compensation and Employers Liability Coverage**

To the fullest extent allowed by law, the insurer shall agree to waive all rights of subrogation against the Agency, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

**3. All Coverages**

- a. All policies must be endorsed to require 30 days written notice of cancellation to the Agency. Ten-day written notice of cancellation is acceptable for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy. In addition, Contractor is required to notify Agency of policy cancellations or reductions in limits.
- b. The acceptance of the completed work, payment, failure of the Agency to require proof of compliance, or Agency's acceptance of a non-compliant certificate of insurance shall not release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- c. The insurance companies issuing the policies shall have no recourse against the Agency

for payment of premiums or for assessments under any form of the policies.

- d. Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, agents, employees and volunteers.

#### **D. ACCEPTABILITY OF INSURERS**

1. All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with an A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.
2. If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance within 30 days.

#### **E. VERIFICATION OF COVERAGE**

1. Contractor shall furnish the Agency with Certificates of Insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Agency before work commences and upon any contract renewal or insurance policy renewal thereafter.
2. The Certificate Holder Shall be listed as follows:

State of Louisiana  
Agency Name, Its Officers, Agents,  
Employees and Volunteers  
Address, City, State, Zip  
Project or Contract #:

3. In addition to the Certificates, Contractor shall submit the declarations page and the cancellation provision for each insurance policy. The Agency reserves the right to request complete certified copies of all required insurance policies at any time.
4. Upon failure of the Contractor to furnish, deliver and maintain required insurance, this contract, at the election of the Agency, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

#### **F. SUBCONTRACTORS**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Agency reserves the right to request copies of subcontractor's Certificates at any time.

#### **G. WORKERS COMPENSATION INDEMNITY**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether

pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

#### **H. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

1. Contractor agrees to protect, defend, indemnify, save, and hold harmless, the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants, employees, and volunteers, from and against any and all claims, damages, expenses, and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur, or in any way grow out of, any act or omission of Contractor, its agents, servants, and employees, or any and all costs, expenses and/or attorney fees incurred by Contractor as a result of any claims, demands, suits or causes of action, except those claims, demands, suits, or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its officers, agents, servants, employees and volunteers.
2. Contractor agrees to investigate, handle, respond to, provide defense for and defend any such claims, demands, suits, or causes of action at its sole expense and agrees to bear all other costs and expenses related thereto, even if the claims, demands, suits, or causes of action are groundless, false or fraudulent. The State of Louisiana may, but is not required to, consult with the Contractor in the defense of claims, but this shall not affect the Contractor's responsibility for the handling of and expenses for all claims.