

ST. VINCENT DE PAUL
RESIDENTIAL LEASE AGREEMENT

This St. Vincent de Paul Residential Lease Agreement (“**Agreement**”) is entered into as of _____, 201__, between the Particular Council of St. Vincent de Paul of Baton Rouge, Louisiana (“**Landlord**”), and _____ (“**Tenant**”).

1. **Unit**: Subject to the remaining provisions of this Agreement, Landlord leases to Tenant unit number _____ (“**Unit**”) in the apartment building known as Myriam’s House (the “**Building**”, and together with its common areas and grounds, the “**Premises**” or “**Facility**”) located at 1141 W. Chimes Street, Baton Rouge, LA 70808.

2. **Term**: The initial term (“**Initial Term**”) of this Agreement shall begin on _____, 201__ and end one year thereafter on _____, 201__. Upon expiration of the Initial Term, the Agreement will automatically continue for successive terms of one month each (each, a “**Renewal Term**” and together with the Initial Term, the “**Term**”) unless (a) either party gives to the other party written notice of termination at least thirty (30) days prior to the expiration of the then-existing Term or (b) the Agreement is earlier terminated pursuant to Paragraph 21.

3. **Occupancy Charge**: Subject to the remaining provisions of this Agreement, Tenant shall during the Term pay no rent, but shall pay a monthly occupancy charge (“**Occupancy Charge**”) as determined in accordance with the Resident Occupancy Charge Calculation Worksheet attached to and made a part hereof as **Exhibit 1**, initially in the amount of \$ _____. Tenant acknowledges and agrees that the Occupancy Charge shall be subject at all times during the Term to adjustment under the provisions of this Agreement, including without limitations those included in Paragraph 4. The Occupancy Charge shall be paid in advance each month during the Term by money order delivered to St. Vincent de Paul, Attention: Bookkeeper, 20 St. Vincent de Paul Drive, Baton Rouge, LA 70802, and which is received on or before the 1st day of the month to which it applies.

Tenant acknowledges that the Occupancy Charge is (i) less than the market (i.e. unsubsidized) rent which would be due on the Unit if it were commercially rented and (ii) available to Tenant only because the Unit’s lease to Tenant is subsidized by funding received through a contract (the “**HUD Contract**”) between Landlord and the Continuum of Care Program (the “**HUD Program**”) of the U.S. Department of Housing and Urban Development (“**HUD**”).

4. **Permitted Changes in Tenant's Share of Occupancy Charge**: Tenant acknowledges and agrees that the amount of (i) the Occupancy Charge to be paid by Tenant and (ii) the financial assistance to be paid by HUD (“**Assistance Payment**”) for the benefit of Tenant may each change during the Term upon the occurrence of one or more of the following circumstances:

- a. HUD determines in accordance with its procedures that an increase in the Occupancy Charge is needed;
- b. HUD changes any allowance for utilities, services or other factors considered in computing Tenant's share of the Occupancy Charge;
- c. Tenant's household income, number of members or other factors considered by HUD in calculating Tenant's Occupancy Charge change and HUD procedures require adjustment of the Occupancy Charge or Assistance Payment to reflect the change;

- d. A change in the Occupancy Charge or Assistance Payment is required by HUD's re-certification procedures;
- e. HUD's procedures change for computing the Occupancy Charge or Assistance Payment; or
- f. Tenant fails to provide to Landlord promptly upon request all information concerning Tenant's household income, composition and any other requested subjects.

Landlord will give Tenant at least 30 days' advance written notice ("**Notice**") of any increase in Tenant's Occupancy Charge, except as may otherwise expressly be provided herein, including without limitation Paragraph 15, Paragraph 16 and Paragraph 18. The Notice will state the new amount which Tenant is required to pay, its effective date and the reason for the change. The Notice will also advise Tenant that Tenant may meet with Landlord upon request to discuss the change in Occupancy Charge.

5. Fees for Late Payment and Returned Checks: If Tenant does not pay the full amount of the Occupancy Charge by the end of the 5th day of the month in which it is due, Tenant shall be liable for a late fee of \$5.00 on the 6th day of the month plus \$1.00 for each additional day thereafter until the entire Occupancy Charge is paid. Landlord may not terminate this Agreement for failure to pay a late fee, but may terminate it for non-payment of an Occupancy Charge, as provided in Paragraph 21. Tenant shall be obligated to pay to Landlord a returned check fee of \$50.00 on the second and each subsequent occasion thereafter that Tenant's check to Landlord is not honored for payment by the bank on which it is drawn (i.e., it "bounces"). The late payment fee and returned check fee addressed in this Paragraph 5 are in addition to the regular monthly Occupancy Charge payable by Tenant.

6. Condition of Dwelling Unit: By signing this Agreement, Tenant acknowledges that (i) the Unit is safe, clean and in good condition, (ii) all appliances and equipment in the Unit are in good working order, except as may be described in the completed Unit Inspection Report signed by Tenant and Landlord and attached as **Exhibit 2** to and made a part hereof and (iii) Landlord has made no promise to decorate, alter, repair or improve the Unit, except to the extent contained herein or as may be listed on the completed and signed Unit Inspection Report.

7. Charges for Utilities Services: The Occupancy Charge includes payment for the following utilities and services related to Tenant's occupancy of the Unit: electricity, gas, water, sewer and garbage disposal. Tenant agrees to pay each provider directly for any other services.

8. Security Deposit: Landlord hereby acknowledges receipt of a security deposit in the amount of _____ (the "**Security Deposit**"), which shall be held by Landlord without interest throughout the Term, and Tenant hereby pledges such Security Deposit to Landlord and grants Landlord a continuing, unconditional security interest in such Security Deposit to secure the full payment by Tenant of all sums due under this Agreement and the full performance by Tenant of all of Tenant's obligations hereunder. Should Tenant fail to leave the Unit in the condition required hereunder at the expiration or earlier termination of this Agreement, or should Tenant otherwise fail to pay any sums due or to perform any of Tenant's obligations hereunder, then Landlord may use, apply or retain the whole or any part of the Security Deposit for the payment of any such sum in default, or for any other sum which

Landlord may expend or be required to expend by reason of Tenant's failure, including without limitation any costs of cure and any damages that Landlord may have incurred by reason of such failure. If Landlord uses, applies or retains any of the Security Deposit as aforesaid during the Term, Tenant shall immediately pay to Landlord the amount necessary to restore the Security Deposit to its original amount. In no event shall the Security Deposit be considered to be a prepayment of the Occupancy Charge. Subject to the requirements of the next sentence, within thirty (30) days after the last to occur of the expiration of the Agreement or the date on which Tenant vacated the Unit, and provided that Tenant is in full compliance with this Agreement at such time, Landlord shall refund to Tenant any unused portion of the Security Deposit. The following provisions shall also apply to the Security Deposit:

- a. Tenant will be eligible for a Security Deposit refund upon termination of the tenancy only if Tenant has given Landlord at least 30 days' advance written notice of intent to move, permanently vacated the Unit, returned to Landlord the keys to the Unit and given to Landlord Tenant's new address.
- b. Landlord will inspect the Unit after Tenant has vacated it, complete a Unit Inspection Report and permit Tenant upon request to accompany Landlord during the inspection.
- c. Landlord will give Tenant a written list of charges that were deducted from the Security Deposit. Landlord will meet with Tenant upon request to informally discuss any disputed fees or charges.
- d. Tenant acknowledges that no portion of the Security Deposit will be applied to the last month's Occupancy Charge.

9. Keys and Locks: Tenant agrees not to change the existing locks on any door or window of the Unit or to install additional locks. Tenant agrees to return to Landlord all keys to the Unit immediately upon the expiration or earlier termination of this Agreement. Tenant shall be required to pay Landlord's actual cost to have the locks changed for any key that is not returned, in order to ensure the safety of the next tenant.

10. Maintenance:

- a. Landlord agrees to perform the following services:
 - (1) Regularly clean the common areas of the Building;
 - (2) Maintain the common areas and facilities in good order;
 - (3) Arrange for collection and removal of trash and garbage;
 - (4) Maintain equipment and appliances in good working order;
 - (5) Make necessary repairs with reasonable promptness;
 - (6) Maintain exterior lighting in good working order;
 - (7) Provide extermination services as necessary; and
 - (8) Maintain grounds and shrubs.
- b. Tenant agrees to:
 - (1) Keep the Unit clean;
 - (2) Use all appliances, furniture, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
 - (3) Keep the grounds and common areas of the Premises free from litter;
 - (4) Not destroy, deface, damage or remove any part of the Unit, Building, common areas or grounds;

- (5) Give Landlord prompt written notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment or any other part of the Unit, Building or related facilities; and
- (6) Remove garbage and other waste from the Unit regularly and dispose of it in a clean and safe manner.
- (7) Upon the expiration or termination of this Agreement, return the Unit to Landlord in as good condition as when received, ordinary wear and tear excepted.

11. Damages: Tenant shall be solely liable for all damage caused by the negligence or intentional acts of Tenant, Tenant's family members, invitees and all others for whom Tenant is responsible. Tenant agrees to reimburse Landlord within 30 days after written request for the cost to repair or replace all such damage, plus an additional amount equal to twenty (20%) percent thereof to cover Landlord's administrative costs.

12. Restrictions on Alterations: No alteration, addition or improvement shall be made in or to the Unit, Building or Premises without the prior written consent of Landlord in its sole discretion. Landlord agrees to provide reasonable accommodation for any federally-recognized disability of Tenant, but shall not provide an accommodation that constitutes a fundamental alteration of the Unit, Building or Premises, or which would pose a substantial financial or administrative hardship to Landlord. However, if a requested structural modification is justified, but poses a substantial financial or administrative hardship to Landlord, Landlord will allow Tenant, at Tenant's sole expense, to make such modification to the extent required by and in accordance with the Fair Housing Act, provided that at the expiration or termination of this Agreement, all such modifications shall automatically become the property of Landlord without any payment or reimbursement due to Tenant therefor.

13. General Restrictions: Tenant agrees to abide by the general restrictions ("**General Restrictions**") contained in this Paragraph 13. Tenant must live in the Unit and it must be Tenant's only residence. Tenant shall use the Unit only as a private dwelling and only for Tenant and the following family (i.e. household) members of Tenant: _____ . Tenant will ensure that no person other than those listed in this Paragraph 13 will reside in the Unit. Tenant further agrees not do any of the following acts or allow them to occur:

- a. Sublet or assign the Unit, or any part thereof;
- b. Use the Unit for any unlawful purpose;
- c. Engage in or permit any unlawful activity to occur in, on or near the Unit or the Premises;
- d. Allow pets or animals of any kind in the Unit, unless the presence of the animal is required (i) as a reasonable accommodation to Tenant's federally-recognized disability or (ii) to accompany a disabled visitor who requires the use of the animal as an accommodation to the visitor's federally-recognized disability.

14. House Rules: Tenant agrees to obey Landlord's house rules ("**House Rules**"), as they may be amended or supplemented by Landlord from time to time, including without limitation the following:

- a. Not obstruct any driveway, sidewalk, entryway, door, stairs or hall of the Building or Premises, each of which shall be used only for the purposes of ingress and egress;

- b. Not obstruct or cover a window or door of the Unit or Building or install or operate a “window unit” air conditioner;
- c. Not leave a window or door in an open position during inclement weather;
- d. Not cause or permit a lock or hook to be placed upon a door or window of the Unit or Building without the prior written consent of Landlord in its sole discretion;
- e. Keep all air-conditioning filters clean and free from dirt;
- f. Keep all lavatories, sinks, toilets and all other water and plumbing apparatuses in good order and repair and use them only for the purposes for which they were constructed; prevent any sweepings, rubbish, sand, rags, ashes, feminine products or other substances from being thrown or deposited therein; and pay to or reimburse Landlord, at its option, within ten (10) days of written request, for the cost to (i) clear any stopped plumbing resulting from misuse, (ii) repair damage to any such apparatus and (iii) replace an apparatus;
- g. Tenant, Tenant's family and invitees shall at all times maintain good order in and on the Premises and shall not make or permit a loud or improper noise or otherwise disturb other residents or neighbors;
- h. Keep the volume of all radios, television sets, stereos, phonographs, computers, i-pads, musical instruments, and any other device which emits sound, turned down to a volume level that does not annoy or interfere with other residents or neighbors;
- i. Not make or permit noises or acts that may or do disturb the rights or comfort of other residents or neighbors;
- j. Deposit all trash, garbage, rubbish and refuse in the proper sanitary locations and not allow any such items to be placed or permitted to stay on the exterior of the Building or Premises, nor burn any material, including common household trash, on the Premises;
- k. Park all motorized vehicles in the designated parking spots of the Premises; not drive, park or repair a vehicle on the grounds; and not park or store on the Premises at any time a broken-down vehicle or a vehicle that is not roadworthy.

Tenant agrees to obey additional House Rules adopted after the date of this Agreement if:

- a. they are reasonably related to the safety, care or cleanliness of the Building or Facility or the safety, comfort or convenience of tenants of the Facility; and
- b. Tenant receives written notice of any such changes at least 30 days before their enforcement.

15. Annual Re-certifications: Tenant agrees to timely provide to Landlord annually upon request accurate written statements of the then-current income and composition of Tenant's household and any other information required by HUD to determine Tenant's HUD Program eligibility, Occupancy Charge or Assistance Payment, if any. Landlord will verify Tenant's information and use it to re-compute the amount of Tenant's Occupancy Charge and Assistance Payment, if any. Tenant's failure or refusal to provide all information requested by Landlord by the date specified therein shall constitute grounds for Tenant's immediate eviction.

16. Reporting Changes Between Annual Re-certifications:

- a. Tenant shall inform Landlord immediately in writing upon the occurrence of one or more of the following changes:
 - (i) A member of Tenant's household moves out of the Unit.

- (ii) An adult member of the household who was reported as unemployed on the most recent HUD certification or re-certification obtains part-time or full-time employment.
 - (iii) The cumulative income of Tenant's household increases by \$200 or more a month.
- b. Tenant may report to Landlord any household income decrease or change in other factors considered in calculating Tenant's Occupancy Charge.
- c. If any of the changes addressed in Subparagraph 16. a. or Subparagraph 16. b. occurs and Tenant does not timely inform Landlord of them, Landlord may increase Tenant's Occupancy Charge to an amount equal to the HUD-approved market rent.
- d. Tenant may request to meet with Landlord to discuss how any change in Tenant's household income, members or other HUD factors may or have affected Tenant's Occupancy Charge or Assistance Payment, if any. Landlord agrees to meet with Tenant upon request to explain how Tenant's Occupancy Charge or Assistance Payment, if any, was computed.

17. Tenant Ineligibility:

- a. Tenant acknowledges and agrees that Tenant will be evicted if Tenant or any member of Tenant's family becomes ineligible to participate in the HUD Program.
- b. Under the circumstances described in Subparagraph 17. a., Landlord shall give Tenant at least ten (10) days' advance written notice of the proposed termination of this Agreement and Tenant's eviction and of Landlord's willingness to meet with Tenant upon request to discuss the proposed termination of HUD financial assistance and of this Agreement and Tenant's eviction.

18. Tenant Obligation To Repay: If Tenant submits false information on any application, certification or request for interim adjustment or does not timely report interim changes in household income or other HUD factors as required under Paragraph 16, and as a result Tenant receives an Occupancy Charge which is less than the amount required by the HUD Occupancy Charge calculation formula, Tenant agrees to reimburse Landlord promptly upon request for the difference between the Occupancy Charge that Tenant should have paid and the Occupancy Charge that Tenant was charged. Tenant shall not be required to reimburse Landlord for an undercharge caused solely by Landlord's failure to follow HUD procedures for computing Occupancy Charge or the Assistance Payment.

19. Access by Landlord:

- a. Except as provided in Subparagraph 19. b., Landlord shall enter the Unit only during reasonable hours and then only after receiving Tenant's consent following reasonable advance notice.
- b. The requirements of Subparagraph 19. a. shall not apply when Landlord or its authorized agent is:
 - (i) Performing reasonable repairs or periodic inspections during reasonable hours,
 - (ii) Responding to urgent situations when time is of the essence,
 - (iii) Showing the Unit to prospective tenants during reasonable hours following receipt of Tenant's notice of intent to move, and
 - (iv) Entering the Unit to decorate, remodel, alter or otherwise prepare the Unit for re-occupancy following Tenant vacating the Unit before this Agreement expires.

20. Discrimination Prohibited: Landlord agrees not to discriminate based upon any ground prohibited by federal law, such as race, color, religion and others. A sex offender is prohibited by LA R.S. 14:91.2 from leasing a unit in the Building, since it is located within 1,000 feet of the Roosevelt Street Public Park.

21. Termination of Agreement:

- a. Tenant must give Landlord at least 30 days' advance written notice to terminate this Agreement at the end of the Initial Term or a Renewal Term.
- b. Landlord may terminate this Agreement only in compliance with its terms.
- c. The Agreement will automatically terminate immediately upon termination of the HUD Contract.
- d. Landlord may terminate this Agreement for one or more of the following non-exclusive reasons:
 - (i) Tenant's material non-compliance (as defined below) with any of the terms of this Agreement;
 - (ii) A drug-related criminal act occurring in, on or near the Premises by Tenant, a member of Tenant's household, invitee or any person under Tenant's control;
 - (iii) Landlord's reasonable determination that Tenant, a household member of Tenant or any person under Tenant's control is illegally using a drug;
 - (iv) A criminal act committed by Tenant, a member of Tenant's household, invitee or any person under Tenant's control:
 - (1) that threatens the health, safety or right to peaceful enjoyment of the Premises by other residents (including Landlord's staff working or residing on the Premises); or
 - (2) that threatens the health, safety or right to peaceful enjoyment of their residences by any persons residing in the immediate vicinity of the Premises;
 - (v) Tenant's flight to avoid prosecution, custody or confinement after conviction of a crime, or attempt to commit a crime, that is a felony under Louisiana or U.S. law;
 - (vi) A violation by Tenant of a condition of Tenant's probation or parole under Louisiana or U.S. law;
 - (vii) Landlord's reasonable determination that the abuse, or pattern of abuse, of alcohol by Tenant, a household member of Tenant, invitee or a person under Tenant's control threatens the health, safety or right to peaceful enjoyment of the Premises by one or more other residents;
 - (viii) Landlord's reasonable determination that Tenant, a member of Tenant's household, invitee or a person under Tenant's control has engaged in criminal activity, regardless of whether such person has been arrested for or convicted of such activity;
 - (ix) Damage to the Unit, Premises or property in the Unit or in or on the Premises;
 - (x) Tenant's failure to timely provide Landlord annually with the information as required under Paragraph 15; or
 - (xi) Tenant becomes ineligible to participate in the HUD Program.
- e. Landlord may terminate this Agreement for other good cause ("**Other Good Cause**"), which may include without limitation Tenant's refusal to accept a change in this Agreement under Paragraph 4 or any other provision hereof.
- f. The term "material non-compliance" as used in Subparagraph 21. d. (i) means:
 - (i) A violation of any obligation of Tenant under this Agreement;

- (ii) A violation of any of the General Restrictions contained in Paragraph 13, as amended from time to time;
 - (iii) Repeated (i.e. more than once) minor violations of the House Rules or other provisions of this Agreement that
 - (1) disrupt the livability of the Facility;
 - (2) adversely affect the health or safety of any person or the right of any tenant to the quiet enjoyment of another Unit, the Premises or related facilities;
 - (3) interfere with the management of the Facility; or
 - (4) have an adverse financial effect on the Facility or Landlord;
 - (iv) Failure of Tenant to timely supply all information requested by Landlord on Tenant's then-current household income, composition or other HUD eligibility factor (including without limitation Tenant's failure to meet the disclosure and verification requirements for Social Security Numbers or failure to sign and submit consent forms for Landlord to obtain wage and claim information from the appropriate Louisiana agencies which collect wage information, and
 - (v) Non-payment of an Occupancy Charge or other financial obligation due under this Agreement.
- g. Except as expressly provided otherwise in this Agreement, its termination by Landlord shall be made upon written notice to Tenant which includes the grounds therefor. Such notice when based on Other Good Cause must be mailed to Tenant and hand-delivered to the Unit as required by HUD at least 30 days before the date on which Tenant must vacate the Unit. No advance written notice is required to terminate this Agreement for any reason except Other Good Cause, as **Tenant hereby expressly waives all notice to vacate requirements as provided in Article 4701 of the Louisiana Code of Civil Procedure.** Each required termination notice shall include the following information:
- (i) the date on which this Agreement terminated or will terminate;
 - (ii) the grounds for termination stated with enough detail for Tenant to prepare a defense;
 - (iii) when advance notice is required, notice that Tenant has 10 days from the earlier of the date on which the notice was hand-delivered to the Unit or mailed to Tenant within which to request a discussion of the proposed termination of tenancy with Landlord, and Landlord hereby assents thereto upon receipt of such request; and
 - (iv) advise Tenant of Tenant's right to defend the termination in court.
- h. Landlord agrees to rely in an eviction proceeding filed hereunder in which a termination notice is required by Subparagraph 21. g. only upon the grounds cited in such termination notice.

22. Hazards: Tenant shall not undertake, or permit Tenant's family or invitees to undertake, any hazardous act or do anything that will increase an insurance premium applicable to the Facility. Any such act shall constitute a material non-compliance with this Agreement by Tenant. If the Unit is damaged by fire, wind or rain to the extent that it cannot be lived in and the damage is not caused or made worse by Tenant, Tenant will be responsible for the Occupancy Charge only until the date thereof and the Occupancy Charge will thereafter be suspended until the Unit has been repaired to a livable condition.

23. No Landlord Liability: Except to the extent caused by Landlord's intentional fault or gross negligence, Landlord shall not be liable for any injury of Tenant, Tenant's family, invitees,

agents or employees, or for damage to any such person's goods, equipment or other personal property, and Tenant hereby agrees to indemnify, defend and hold Landlord harmless from any and all such claims or assertions of every kind and nature. Tenant hereby assumes all responsibility for damage to or theft of Tenant's contents, personal belongings or vehicles and Landlord shall have no responsibility therefor. Landlord strongly encourages Tenant to purchase a tenant insurance policy for coverage of personal liability, medical coverage, additional living expenses and personal property (i.e. contents) coverage.

24. Penalties for Submitting False Information: Knowingly giving Landlord false information regarding Tenant's household income, composition or other HUD factors considered in determining Tenant's eligibility to lease the Unit and Occupancy Charge shall constitute a material non-compliance with this Agreement and grounds for termination of tenancy and may subject Tenant to penalties imposed under applicable U.S. law to include fines up to \$10,000 and imprisonment for up to five years.

25. Exhibits to the Agreement: Tenant acknowledges receipt of a copy of this Agreement, which includes Exhibit 1 – Occupancy Charge Calculation Worksheet and Exhibit 2 - Unit Inspection Report

26. Entire Agreement, Amendments: This Agreement and its Exhibits constitute the entire agreement between Landlord and Tenant with respect to the subject matter hereof and supersede all prior discussions and agreements, written or oral, with respect thereto. This Agreement may not be amended or modified except in a writing executed to both parties hereto.

27. Tenant's Rights to Organize: Landlord agrees that Tenant and tenant organizers may conduct activities on the Premises related to the establishment or operation of a tenant organization in accordance with HUD requirements.

28. Violence Against Women Protections ("VAWA"): Should any conflict exist between the following provisions of this Paragraph 28 and other provisions of this Agreement, the provisions of this Paragraph 28 shall control:

- (a) Landlord may not consider an incident of domestic violence, dating violence or stalking ("**Abuse**") as a material non-compliance with this Agreement or Other Good Cause for termination hereunder of financial assistance, tenancy or occupancy rights of the victim of such Abuse.
- (b) Landlord may not consider criminal activity directly relating to Abuse and which is engaged in by a member of Tenant's household, invitee or other person under Tenant's control as cause for termination of financial assistance, tenancy or occupancy rights if Tenant or a member of Tenant's family is the victim or threatened victim of that Abuse, but the perpetrator of the Abuse shall immediately and permanently vacate the Premises.
- (c) Landlord may request in writing that the victim under Subparagraph 28. a. or Subparagraph 28. b., or a family member on the victim's behalf, certify that the individual is a victim of Abuse and complete and submit Form HUD-91066 entitled "Certification of Domestic Violence, Dating Violence or Stalking," or other documentation identified on that Certification Form, within 14 business days, or a mutually-agreeable extension date, to receive protection under VAWA. Tenant acknowledges and agrees that a failure to

complete and submit the foregoing Certification Form or comparable documentation, and deliver a copy thereof to Landlord, within the specified period may result in Tenant's eviction.

29. Notices: Any and all notices or requests required or permitted to be given under this Agreement shall be in writing, postage (including shipping and delivery) pre-paid, and shall be effective upon receipt when delivered in person or sent by U.S. Postal Service Certified Mail with Return Receipt Requested, or via a national overnight (or 2nd day) courier service requiring a signature upon delivery (such as FedEx), to the parties at the following addresses (or to such other address as a party may hereafter designate by written notice hereunder):

If to Landlord: St. Vincent de Paul
Bookkeeper
220 St. Vincent de Paul Place
Baton Rouge, LA 70802

with a copy to: Charles L. Spencer
Hebert, Spencer & Fry, L.L.P.
701 Laurel Street
Baton Rouge, LA 70802

If to Tenant: _____ (add name)
1141 West Chimes Street, Unit ____
Baton Rouge, LA 70808

30. Construction: The language in this Agreement shall in all cases be construed as a whole according to its fair meaning and not strictly for or against either Landlord or Tenant. All references herein to a Paragraph or Subparagraph are to the paragraphs and subparagraphs of this Agreement, and all references in it to days are to calendar days unless expressly stated otherwise.

31. Headings: Paragraph headings are for convenience only and shall not be used to construe or modify any provision of this Agreement.

32. Severability: If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable under any applicable law, then so long as no party is deprived of the benefits of this Agreement in any material respect, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted and the validity, legality and enforceability of the remaining provisions hereof shall not be affected or impaired thereby; provided, however, that the parties shall negotiate in good faith with respect to an equitable modification of the provision held to be invalid, illegal or unenforceable, and provisions logically related to it.

33. Waiver: The waiver by a party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party. No waiver shall be valid unless made in writing and signed by the party granting such waiver.

34. Attorney Fees: Tenant will pay all reasonable attorney's fees and expenses and all other costs and expenses that may be incurred by Landlord in enforcing any of the obligations of Tenant under this Agreement or otherwise by reason of Landlord's failure to perform any of its obligations hereunder or in any litigation or negotiations in which Landlord shall, without its fault, become involved through or because of this Agreement.

35. Counterparts; Facsimile Signatures: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. For purposes of this Agreement, facsimile copies hereof and facsimile signatures hereof shall be authorized and deemed effective.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT IN BATON ROUGE, LOUISIANA, ON THE DATES STATED BELOW.

TENANT:

DATE:

____/____/201__

LANDLORD:

BY: _____

DATE:

____/____/201__