

**NEW ORLEANS MUNICIPAL YACHT HARBOR
MANAGEMENT CORPORATION**

LEASE ASSIGNMENT. BOATHOUSE # _____

ASSIGNOR: _____

ASSIGNEE: _____

**STATE OF LOUISIANA
PARISH OF ORLEANS**

For and in consideration of the sum of _____ (“Price of Assignment”), cash in hand paid, _____ (whether one or more hereinafter “Assignor”), duly authorized herein whose mailing address is _____ herewith assigns to _____, (whether one or more hereinafter “Assignee”), here present, accepting and acknowledging delivery thereof, Assignor’s entire interest in that certain Boathouse Lease Agreement a copy of which is attached hereto and made a part hereof, granted by the City of New Orleans on the ___ day of _____, _____, for the term _____ of Boathouse # __, located at _____ Dr., New Orleans, La. 70124 (“Lease”) which said assignment has been approved and authorized by a duly adopted motion of the Board of Directors of the New Orleans Municipal Yacht Harbor Management Corporation, successor in interest to the City of New Orleans as Lessor, which said resolution is dated _____, a certified copy of which is annexed hereto.

Assignee, whose mailing address is: _____ after examining the said Lease, expressly acknowledges all the terms and conditions thereof, binds Assignee as Lessee and acknowledges New Orleans Municipal Yacht Harbor Management Corporation as successor in interest to the City of New Orleans and as Lessor thereunder.

Acknowledging the need for Lessor’s prior consent to this Assignment and the ineffectiveness hereof without such consent, and to obtain and in consideration of such consent given, Assignor states further that:

1. Nothing herein shall excuse or release the Assignor from, and Assignor confirms his continued responsibility for, obligations and liabilities assigned or imputed to the Lessee for the period

REPAIRED

Assignor stood as Lessee under the Lease. Such obligations and liabilities particularly include, without limitation, Assignor's covenants to indemnify, defend, and hold harmless as specified in the Lease, Also acknowledging the need for Lessor's prior consent to this Assignment and the ineffectiveness hereof without such consent, and to obtain and in consideration of such consent given, Assignee states further that

2. Assignee herewith pays the New Orleans Municipal Yacht Harbor Management Corporation a transfer fee equal to three (3%) per cent of the Price of Assignment, receipt of which is acknowledged by the said Corporation and Assignee provides herewith the proofs of insurance required by the Lease satisfactory to the New Orleans Municipal Yacht Harbor Management Corporation.

3. Assignee acknowledges that the Lessor has not inspected the boathouse or other improvements on the leased premises. Assignee accepts all such improvements as is without any warranty whatsoever, even as to their suitability for Assignee's intended purposes and uses. Assignee acknowledges that Lessor is not responsible, and will bear none of the cost, to repair, replace, or maintain the improvements, or any part thereof. Assignee waives any right of setoff or diminution of rent under the Lease for such costs. **By its signature to this Assignment, Assignee expressly (i) waives Lessor's warranty against vices and defects in the leased premises, (ii) acknowledges that this waiver has been brought to Assignee's attention and (iii) acknowledges that it is exercising Assignee's right to exclude this warranty pursuant to Louisiana Civil Code Article 2699.**

IN WITNESS WHEREOF, and in the presence of the undersigned witnesses, the parties hereto have signed this document in New Orleans, Louisiana, on the dates stated below:

ASSIGNOR:

WITNESSES:

Signature

Signature

Name Printed

Name Printed

Date

Signature

Name Printed

ASSIGNEE:

Signature

Name Printed

Date

WITNESSES:

Signature

Name Printed

Signature

Name Printed

Lessor, appearing herein by its below named and authorized representative, acknowledges receiving the Assignee's three (3%) per cent transfer fee and required proofs of insurance and approves the lease assignment aforesaid, this _____, day of _____, 200____.

New Orleans Municipal Yacht Harbor
Management Corporation

By: _____
President