

COOPERATIVE ENDEAVOR AGREEMENT

THIS COOPERATIVE ENDEAVOR AGREEMENT, is made and entered into by
and between:

FLYING HEART BREWING 2, LLC, a Louisiana limited liability company domiciled in Ouachita Parish, Louisiana, whose mailing address is 204 Commerce Street, West Monroe, Louisiana, 71291, herein represented by its duly authorized members (hereinafter referred to as "Flying Heart")

AND

CITY OF WEST MONROE, LOUISIANA, a Louisiana municipality domiciled in Ouachita Parish, Louisiana, herein represented by its duly authorized Mayor (hereinafter sometimes "City").

WITNESSETH:

ARTICLE I

Recitals

- 1.1 WHEREAS, Article VII, Section 14(c) of the Constitution of the State of Louisiana provides that "for a public purpose, the state and its political subdivisions...may engage in cooperative endeavors with each other, with the United States or its agencies, or with any public or private association, corporation, or individual";
- 1.2 WHEREAS, the City has established the Downtown Garbage Collection District for the collection of garbage by the use of dumpsters located within the Downtown Garbage Collection District;
- 1.3 WHEREAS, Flying Heart is the operator of a business located on a parcel of property located in the Downtown Garbage Collection District upon which is located a dumpster that Flying Heart uses for the collection of garbage generated in the course and scope of business activities at the business known as "Flying Heart Brewing & Pub";

ARTICLE II

Agreement

- 2.1 Flying Heart will allow the City to include the dumpster located on the Flying Heart premises as an available receptacle for the disposal of garbage generated by the members of the Downtown Garbage Collection District.
- 2.2 City will be responsible for the maintenance of the dumpster enclosure and the gravel drive located between the East line of Commerce Street to the dumpster enclosure.
- 2.3 City shall contract with a company to remove the garbage located in the dumpster at regular intervals to insure the timely and sanitary maintenance of the dumpster and its enclosure.
- 2.4 Flying Heart shall be responsible for one-half (1/2) of the monthly removal fee paid by the City, which shall be billed to Flying Heart monthly by the City.

ARTICLE III

Termination

- 3.1 Either party may terminate this agreement with sixty (60) days written notice to the other party of their intention to terminate the agreement.
- 3.2 In the event that Flying Heart requests maintenance of the enclosure or the gravel drive and the City does not provide such maintenance within thirty (30) days of Flying Heart's written request for said maintenance, Flying Heart may terminate this agreement by

providing written notice to the City of its intent to terminate five (5) days after the delivery of said written notice.

Article IV
General Provisions

- 4.1 Any amendment, alteration, variation, or modification of the provisions of this agreement shall be valid only when it has been reduced to writing and executed by all parties.
- 4.2 It is hereby agreed that any auditor, legislative body, or administrative body which needs information related to this agreement or the provisions contained therein shall have the right to procure and review any invoices, records, and/or accounts related to this agreement, and each party agrees to maintain all records for a period of at least three years from the date of its origination.

DONE AND PASSED at my office in Ouachita Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this the _____ day of December, 2024.

WITNESSES:

CITY OF WEST MONROE

PRINTED NAME: _____

By: _____
Staci Albritton Mitchell, Mayor

PRINTED NAME: _____

NOTARY PUBLIC

DONE AND PASSED at my office in _____ Parish, Louisiana, in the presence of the undersigned competent witnesses and me, Notary, on this the _____ day of December, 2024.

WITNESSES:

FLYING HEART BREWING 2, LLC

PRINTED NAME: _____

By: _____

PRINTED NAME: _____

By: _____

NOTARY PUBLIC