

COOPERATIVE ENDEAVOR AGREEMENT
BY AND BETWEEN
THE NEW ORLEANS REGIONAL TRANSIT AUTHORITY
AND
SUNSTAR GATE PRODUCTIONS, LTD., NEW ORLEANS FOUR LLC, and TREME
FOR TREME

NEW ORLEANS FOUR BUS WRAP

THIS COOPERATIVE ENDEAVOR AGREEMENT (the “**Agreement**”) is entered into by and between the New Orleans Regional Transit Authority, represented by Lona Edwards Hankins, CEO (the “**RTA**”), and the following entities, collectively referred to herein as the “**Sponsors**”:

- **Sunstar Gate Productions, LTD** – Diedra Meredith, President/CEO
- **New Orleans Four LLC** – Gail Etienne, President/CEO
- **Treme For Treme** – Cyril B. Saulny, President

(each individually a “**Party**” and collectively the “**Sponsors**”). The Agreement is effective as of the date of execution by the RTA (the “**Effective Date**”).

RECITALS

WHEREAS, the RTA is a political subdivision of the State of Louisiana;

WHEREAS, the Sponsors wish to collaborate with RTA on a commemorative cultural project recognizing the 65th Anniversary of the New Orleans Four;

WHEREAS, pursuant to Article 7, Section 14(C) of the Louisiana Constitution of 1974, and related statutes, the RTA may enter into cooperative endeavors with the State of Louisiana, its political subdivisions and corporations, the United States and its agencies, and any public or private corporation, association, or individual with regard to cooperative financing and other economic development activities, the procurement and development of immovable property, joint planning and implementation of public works, the joint use of facilities, joint research and program implementation activities, joint funding initiatives, and other similar activities in support of public education, community development, housing rehabilitation, economic growth, and other public purposes;

WHEREAS, the RTA has the authority to enter into this Agreement as evidenced by its governmental purpose to plan, design, lease as lessee, purchase, acquire, hold, own, construct, improve, have an equity in, finance, maintain, and administer a transit system within the metropolitan area;

WHEREAS, RTA and Sponsors desire to accomplish a valuable public purpose by

promoting public transportation, enhancing community engagement, and furthering cultural and economic development within Orleans Parish; and

WHEREAS, Sponsors will collaborate with RTA in advancing transit initiatives, including but not limited to marketing, branding, cultural programming, and community outreach associated with the New Orleans Four project;

WHEREAS, Vector Media holds exclusive advertising rights on RTA vehicles, but this project is expressly recognized as a **commemorative cultural/art installation**, not a commercial advertising campaign; and Vector Media's role shall be limited to acting as the designated vendor for production and installation.

NOW THEREFORE, the RTA and Sponsors, each having the authority to do so, agree as follows:

ARTICLE I – SPONSORS OBLIGATIONS

A. Sponsors shall:

1. Provide all creative content, branding, and materials necessary for a full wrap on one (1) RTA New Flyer XDE 40-foot bus (**EXHIBIT A**).
2. Create a full bus wrap design meeting all required technical specifications. Artwork must be delivered in production-ready, high-resolution format (Adobe Illustrator or Photoshop preferred), consistent with the template provided by Vector Graphics.
3. Cause to be produced a vinyl bus wrap meeting RTA requirements, both with regards to the image(s) on the wrap as well as the material of the wrap itself.
4. Bear all costs for the creation, production, installation, and removal of the wrap (**EXHIBIT B**).
5. Obtain any licensing or images rights associated with the design used for the bus wrap.
6. Coordinate with Vector Graphics of Metairie, Louisiana on installation of the wrap.

B. Sponsors acknowledge that final approval authority for any wrap associated with this Agreement is subject to RTA approval.

C. Project Milestones (EXHIBIT C). Sponsors will ensure the following milestones are met for this project:

1. Artwork Approval: October 1, 2025
2. Wrap Installation: October 29, 2025
3. Unveiling Event: November 2025

ARTICLE II - THE RTA OBLIGATIONS

A. RTA will:

1. Provide access to an RTA bus fleet vehicle designated for this project for implementation of the project.
 2. Provide the specification sheet for the New Flyer 40-foot Xcelsior bus wrap.
 3. Timely review, if acceptable approve, and oversee all artwork and branding designs to ensure compliance with RTA policies, Title VI obligations, and FTA regulatory requirements.
 4. Coordinate scheduling of vehicle use to minimize operational disruption.
 5. Maintain and repair the wrap for 36 months, provided RTA may unilaterally extend this period at its sole discretion. Maintenance and repair during this time shall be at RTA's sole cost. If the bus is irreparably damaged, the wrap shall be installed on a replacement bus for the duration of the agreed-upon time period.
 6. Remove the wrap at the conclusion of the agreed-upon term.
- B. RTA will have no obligation for any payment or funds associated with any work done or undertaken by Sponsors or any of their contractors or subcontractors.**

ARTICLE III – NO COMPENSATION

A. No Compensation. RTA shall have no financial obligation under this Agreement. Sponsors are responsible for any costs, fees, or other monetary amounts due as a result of any aspect of the design, production, installation, or removal of the bus wrap associated with this Agreement.

ARTICLE IV - DURATION AND TERMINATION

A. Term. The term of this Agreement shall be three (3) years from the date of installation of the wrap, with the option for RTA, at its sole discretion, to extend the term at its pleasure.

B. Termination for Convenience. RTA may terminate this Agreement at any time during the term of the Agreement by giving Sponsors written notice of the termination at least 30 calendar days before the intended date of termination.

C. Termination for Cause. RTA may terminate this Agreement immediately for cause by sending written notice to Sponsors. “Cause” includes without limitation any failure to perform any obligation or abide by any condition of this Agreement or the failure of any representation or warranty in this Agreement. If a termination for cause is subsequently challenged in a court of law and the challenging party prevails, the termination will be deemed to be a termination for convenience effective 30 days from the date of the original written notice of termination for cause was sent to the challenging party; no further notice will be required.

ARTICLE V - INDEMNITY

A. In General. To the fullest extent permitted by law, Sponsors will indemnify, defend, and hold harmless RTA, its agents, employees, officials, insurers, self-insurance funds, and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, suits, and judgments of sums of money accruing against the Indemnified Parties: for loss of life or injury or damage to persons or property, or for breach of any copyright, trademark, patent or related intellectual property loss or damage arising from or relating to any act or omission or the operation of Sponsors, its agents or employees while engaged in or in connection with the discharge or performance of any services under this Agreement; and for any and all claims and/or liens for labor, services, or materials furnished to any respective party in connection with the performance of work under this Agreement.

B. Limitation. Sponsors’ indemnity does not extend to any loss arising from the negligence, gross negligence or willful misconduct of any of the Indemnified Parties, provided that neither Sponsors nor any of its agents or employees contributed to such gross negligence or willful misconduct.

C. Independent Duty. Sponsors have an immediate and independent obligation to, at the RTA’s option: (a) defend the RTA from or (b) reimburse the RTA for its costs incurred in the defense of any claim that actually or potentially falls within this indemnity, even if: (1) the allegations are or may be groundless, false, or fraudulent; or (2) Sponsors is ultimately absolved from liability.

D. Expenses. Notwithstanding any provision to the contrary, Sponsors shall bear the expenses including, but not limited to, RTA's reasonable attorney fees and expenses, incurred by RTA in enforcing this indemnity.

ARTICLE VI – INSURANCE

- A. To protect RTA against liability in connection with, or resulting from the carrying out of this contract, Sponsors shall provide, before the work is commenced hereunder, and shall at all times during the life of the contract, carry at the expense of Sponsors, with a reliable insurance company approved to do business in the State of Louisiana, all insurance required by local, state or federal laws should there be any such requirement(s). The Contractor shall deliver to RTA a Certificate(s) of Insurance evidencing same.
- B. During the term of this Agreement, Sponsors shall obtain and maintain the following types and amounts of insurance. Sponsors shall furnish to RTA Certificate(s) of Insurance evidencing coverage for the following lines of insurance, including policy numbers, effective and expiration dates, with minimum limits as follows.
 - 1. Worker’s Compensation Insurance as required by applicable Louisiana law, with Statutory Limits and Employers’ Liability Insurance limits of no less than \$1,000,000 per accident for bodily injury or disease;
 - 2. Automobile Liability Insurance in the amount of \$1,000,000 per accident for bodily injury and property damage; and

- 3. Commercial General Liability Insurance in the amount of \$2,000,000 per occurrence, with RTA named as an additional insured under the policy.

ARTICLE VII - NON-DISCRIMINATION

A. Equal Employment Opportunity. In all hiring or employment made possible by, or resulting from this Agreement, Sponsors (1) will not discriminate against any employee or applicant for employment because of race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry, and (2) where applicable, will take affirmative action to ensure that Sponsors' employees are treated during employment without regard to their race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry. This requirement shall apply to, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. All solicitations or advertisements for employees shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, gender, age, physical or mental disability, national origin, sexual orientation, creed, culture, or ancestry.

B. Non-Discrimination. In the performance of this Agreement, Sponsors will not discriminate on the basis, whether in fact or perception, of a person's race, color, creed, religion, national origin, ancestry, age, sex, gender, sexual orientation, gender identity, domestic partner status, marital status, physical or mental disability, or AIDS- or HIV-status against (1) any employee of the RTA working with Sponsors in any of Sponsors' operations within Orleans Parish or (2) any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Sponsors. Sponsors agrees to comply with and abide by all applicable federal, state and local laws relating to non-discrimination, including, without limitation, Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990.

C. Incorporation into Subcontracts. Sponsors will incorporate the terms and conditions of this Article into all subcontracts, by reference or otherwise, and will require all subcontractors to comply with those provisions.

D. Termination for Breach. The RTA may terminate this Agreement for cause if Sponsors fails to comply with any obligation in this Article, which failure is a material breach of this Agreement.

ARTICLE VIII - INDEPENDENT CONTRACTOR

A. Independent Contractor Status. Sponsors is an independent contractor and shall not be deemed an employee, servant, agent, partner, or joint venture of the RTA and will not hold itself or any of its employees, subcontractors or agents to be an employee, partner, or agent of the RTA.

B. Exclusion of Worker's Compensation Coverage. The RTA will not be liable to Sponsors, as an independent contractor as defined in La. R.S. 23:1021(6), for any benefits or

coverage as provided by the Workmen's Compensation Law of the State of Louisiana. Under the provisions of La. R.S. 23:1034, any person employed by Sponsors will not be considered an employee of the RTA for the purpose of Worker's Compensation coverage.

C. Exclusion of Unemployment Compensation Coverage. Sponsors, as independent contractors, are being hired by the RTA under this Agreement for hire and defined in La. R.S. 23:1472(12)(E) and neither Sponsors nor anyone employed by it will be considered an employee of the RTA for the purpose of unemployment compensation coverage, which coverage same being hereby expressly waived and excluded by Sponsors, because: (a) Sponsors has been and will be free from any control or direction by the RTA over the performance of the services covered by this contract; (b) the services to be performed by Sponsors are outside the normal course and scope of the RTA's usual business; and (c) Sponsors has been independently engaged in performing the services required under this Agreement prior to the date of this Agreement.

D. Waiver of Benefits. Sponsors, as an independent contractor, will not receive from the RTA any sick and annual leave benefits, medical insurance, life insurance, paid vacations, paid holidays, sick leave, pension, or Social Security for any services rendered to the RTA under this Agreement.

ARTICLE IX- FORCE MAJEURE

A. Event. An event of Force Majeure will include any event or occurrence not reasonably foreseeable by the RTA at the execution of this Agreement, which will include, but not be limited to, abnormally severe and unusual weather conditions or other acts of God (including tropical weather events, tornados, hurricanes, and flooding); declarations of emergency; shortages of labor or materials (not caused by RTA); riots; terrorism; acts of public enemy; war; sabotage; cyber-attacks, threats, or incidents; epidemics or pandemics; court or governmental order; or any other cause whatsoever beyond the reasonable control of RTA, provided such event was not caused by the negligence or misconduct of RTA, by the failure of RTA to comply with applicable laws, or by the breach of this Agreement.

B. Notice. To seek the benefit of this Article, the RTA must provide notice in writing to Sponsors stating: (1) an event triggering this Article has occurred; (2) the anticipated effect of the Force Majeure event on performance; and (3) the expected duration of the delay, if the Agreement is being suspended.

C. Effect.

1. Upon the occurrence of a Force Majeure event, for which the RTA has provided required notice, the RTA may, at its sole discretion:
 - a. Suspend this Agreement for a duration to be set by the RTA, not to exceed 90 days. During such time of suspension, Sponsors will not be liable or responsible for performance of their respective obligations under this Agreement, and there will be excluded from the computation of such period of time any delays directly due to the occurrence of the Force Majeure event. During any such period of suspension, Sponsors must take all commercially reasonable actions to mitigate

against the effects of the Force Majeure event and to ensure the prompt resumption of performance when so instructed by the RTA; or

- b. Terminate this Agreement, either immediately or after one or more periods of suspension, effective on notice to Sponsors and without any further compensation due.
2. Notwithstanding Section C (1) above, the obligations relating to making payments when due (for services or materials already provided) and those obligations specified to survive in the Agreement will be unaffected by any suspension or termination.

ARTICLE X - NOTICE

A. In General. Except for any routine communication, any notice, demand, communication, or request required or permitted under this Agreement will be given in writing and delivered in person or by certified mail, return receipt requested as follows:

1. To the RTA:

Chief Executive Officer
2817 Canal Street
New Orleans, Louisiana 70119

&

Chief Legal Officer
2817 Canal Street
New Orleans, Louisiana 70119

2. To The Sponsors:

**Treme for Treme:
President & Co-Founder
Cyril B. Saulny
1422 Kelerec St.
New Orleans, Louisiana 70116**

&

**New Orleans Four LLC.
President & CEO
Gail Etienne
4955 West Napoleon Ave. Suite #3065
Metairie, Louisiana 70001**

B. Effectiveness. Notices are effective when received, except any notice that is not received due to the intended recipient's refusal or avoidance of delivery is deemed received as of the date of the first attempted delivery.

C. Notification of Change. Each party is responsible for notifying the other in writing that references this Agreement of any changes in its address(es) set forth above.

ARTICLE XI - ADDITIONAL PROVISIONS

A. Amendment. No amendment of or modification to this Agreement shall be valid unless and until executed in writing by the duly authorized representatives of both parties to this Agreement.

B. Assignment. This Agreement and any part of the Sponsors' interest in it are not assignable or transferable without the RTA's prior written consent.

C. Choice of Law. This Agreement will be construed and enforced in accordance with the laws of the State of Louisiana without regard to its conflict of laws provisions.

D. Construction of Agreement. Neither party will be deemed to have drafted this Agreement. This Agreement has been reviewed by Sponsors, shall be construed, and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Sponsors. No term of this Agreement shall be construed or resolved in favor of or against the RTA or Sponsors on which party drafted the uncertain or ambiguous language. The headings and captions of this Agreement are provided for convenience only and are not intended to have effect in the construction or interpretation of this Agreement. Where appropriate, the singular includes the plural and neutral words and words of any gender shall include the neutral and other gender.

E. Employee Verification. Sponsors swears that (i) it is registered and participates in a status verification system to verify that all employees in the State of Louisiana are legal citizens of the United States or are legal aliens; (ii) it shall continue, during the term of this Agreement, to utilize a status verification system to verify the legal status of all new employees in the State of Louisiana; and (iii) it shall require all subcontractors to submit to Sponsors a sworn affidavit verifying compliance with items (i) and (ii) above. Any violation of the provisions of this paragraph may subject this Agreement to termination and may further result in Sponsors being ineligible for any public contract for a period of 3 years from the date the violation is discovered. Sponsors further acknowledges and agrees that it shall be liable for any additional costs incurred by the RTA occasioned by the termination of this Agreement or the loss of any license or permit to do business in the State of Louisiana resulting from a violation of this provision. Sponsors will provide the RTA with a sworn affidavit attesting to the above provisions if requested by the RTA. The RTA may terminate this Agreement for cause if Sponsors fails to provide such the requested affidavit or violates any provision of this paragraph.

F. Entire Agreement. This Agreement, including all incorporated documents, constitutes the final and complete agreement and understanding between Sponsors. All prior and contemporaneous agreements and understandings, whether oral or written, are superseded by this

Agreement and are without effect to vary or alter any terms or conditions of this Agreement.

G. Exhibits. The following exhibits will be and are incorporated into this Agreement:

1. **Exhibit A** – Artwork Specifications
2. **Exhibit B** – Printing & Installation Costs
3. **Exhibit C** – Timeline
4. **Exhibit D** – Rendering

H. Jurisdiction. Sponsors consents and yields to the jurisdiction of the State Civil Courts of the Parish of Orleans and formally waives any pleas or exceptions of jurisdiction on account of the residence of Sponsors.

I. Limitations of the RTA 's Obligations. The RTA has no obligations not explicitly set forth in this Agreement or any incorporated documents or expressly imposed by law.

J. No Expectation of Benefit or Special Treatment. Sponsors swears that, as a result of the donation of the services or funds that are the subject of this Agreement or otherwise, it has no expectation of benefit or special treatment with regard to other contracts or potential contracts with RTA.

K. No Third-Party Beneficiaries. This Agreement is entered into for the exclusive benefit of Sponsors and Sponsors expressly disclaim any intent to benefit anyone not a party to this Agreement.

L. Non-Exclusivity. This Agreement is non-exclusive, and the RTA may provide services to other clients, subject to the RTA's approval of any potential conflicts with the performance of this Agreement and the RTA may engage the services of others for the provision of some or all of the work to be performed under this Agreement.

M. Non-Solicitation Statement. Sponsors has not employed or retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement. Sponsors has not paid or agreed to pay any person, other than a bona fide employee working for it, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from this Agreement.

N. Non-Waiver. The failure of either party to insist upon strict compliance with any provision of this Agreement, to enforce any right or to seek any remedy upon discovery of any default or breach of the other party at such time as the initial discovery of the existence of such noncompliance, right, default or breach shall not affect or constitute a waiver of either party's right to insist upon such compliance, exercise such right or seek such remedy with respect to that default or breach or any prior contemporaneous or subsequent default or breach.

O. Ownership of Records. Upon final payment, all data collected and all products of

work prepared, created or modified by Sponsors in the performance of this Agreement, including without limitation any and all notes, tables, graphs, reports, files, computer programs, source code, documents, records, disks, original drawings or other such material, regardless of form and whether finished or unfinished, but excluding Sponsors' personnel and administrative records and any tools, systems, and information used by Sponsors to perform the services under this Agreement, including computer software (object code and source code), know-how, methodologies, equipment, and processes and any related intellectual property (collectively, "Work Product") will be the exclusive property of RTA and the RTA will have all right, title and interest in any Work Product, including without limitation the right to secure and maintain any copyright, trademark, or patent of Work Product in the RTA's name. No Work Product may be reproduced in any form without the RTA's express written consent. The RTA may use and distribute any Work Product for any purpose the RTA deems appropriate without the Sponsors' consent and for no additional consideration to the Sponsors.

P. Prohibition of Financial Interest in Agreement. No official or employee of the RTA shall have a financial interest, direct or indirect, in this Agreement. For purposes of this provision, a financial interest held by the spouse, child, or parent of any elected official or employee of the RTA shall be deemed to be a financial interest of such elected official or employee of the RTA. Any willful violation of this provision, with the expressed or implied knowledge of Sponsors, shall render this Agreement voidable by the RTA and shall entitle the RTA to recover, in addition to any other rights and remedies available to the RTA, all monies paid by the RTA to Sponsors pursuant to this Agreement without regard to the Sponsors' otherwise satisfactory performance of the Agreement.

Q. Prohibition on Political Activity. None of the funds, materials, property, or services provided directly or indirectly under the terms of this Agreement shall be used in the performance of this Agreement for any partisan political activity, or to further the election or defeat of any candidate for public office.

R. Remedies Cumulative. No remedy set forth in the Agreement or otherwise conferred upon or reserved to any party shall be considered exclusive of any other remedy available to a party. Rather, each remedy shall be deemed distinct, separate and cumulative and each may be exercised from time to time as often as the occasion may arise or as may be deemed expedient.

S. Severability. Should a court of competent jurisdiction find any provision of this Agreement to be unenforceable as written, the unenforceable provision should be reformed, if possible, so that it is enforceable to the maximum extent permitted by law or, if reformation is not possible, the unenforceable provision shall be fully severable and the remaining provisions of the Agreement remain in full force and effect and shall be construed and enforced as if the unenforceable provision was never a part the Agreement.

T. Survival of Certain Provisions. All representations and warranties and all obligations concerning record retention, inspections, audits, ownership, indemnification, payment, remedies, jurisdiction, and choice of law shall survive the expiration, suspension, or termination of this Agreement and continue in full force and effect.

U. Terms Binding. The terms and conditions of this Agreement are binding on any heirs,

successors, transferees, and assigns.

ARTICLE XII – COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement, but all of which, when taken together, shall constitute one and the same agreement.

ARTICLE XIII - ELECTRONIC SIGNATURE AND DELIVERY

Sponsors agree that a manually signed copy of this Agreement and any other document(s) attached to this Agreement delivered by email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. No legally binding obligation shall be created with respect to a party until such party has delivered or caused to be delivered a manually signed copy of this Agreement.

[SIGNATURES CONTAINED ON NEXT PAGE]

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the RTA and Sponsors, through their duly authorized representatives, execute this Agreement.

REGIONAL TRANSIT AUTHORITY

BY: _____
LONA EDWARDS HANKINS, CHIEF EXECUTIVE OFFICER

Executed on this _____ of _____, 202__

SPONSORS

BY: _____
NAME AND TITLE (SUNSTAR GATE)

FEDERAL TAX I.D.

BY: _____
NAME AND TITLE (NEW ORLEANS FOUR LLC)

FEDERAL TAX I.D.

BY: _____
NAME AND TITLE (TREME FOR TREME)

FEDERAL TAX I.D.

The following Exhibits are attached hereto and incorporated by reference.

EXHIBIT A – Artwork Specifications

- Bus model: **New Flyer 40’ Xcelsior**.
- Artwork must be production-ready, high-resolution (Adobe Illustrator or Photoshop).
- Artwork must conform to template provided by **Vector Graphics**.

Exhibit B – Printing & Installation Costs

- Total cost: **\$6,750.00.**
- Includes vinyl production, shipping, and professional installation.
- Materials shipped to:

Vector Graphics
3613 Hessmer Ave.
Metairie, LA 70002

Exhibit C – Timeline

- **October 1, 2025** – Final artwork approval.
- **October 29, 2025** – Wrap installation complete.
- **November 2025** – Public unveiling as part of the New Orleans Four Commemoration Collaboration.

Exhibit D – Rendering

- A preliminary rendering of the commemorative wrap will be provided by the artist(s) no later than **October 1, 2025**.
- Rendering to be included in Board report and final approval packet.