

**2013 FACILITY USE/ LICENSE AGREEMENT
BY AND BETWEEN TABERNACLE TOWNSHIP AND
TABERNACLE RESCUE SQUAD, INC.**

This Use Agreement and License is entered into by and between the TOWNSHIP OF TABERNACLE, of Burlington County, New Jersey (hereinafter referred to as the "TOWNSHIP"), and the TABERNACLE RESCUE SQUAD, INC. a non-profit corporation of the State of New Jersey (hereinafter referred to as the "Squad") acting by and through their duly authorized representatives, and is effective Dec. 9th, 2013..

For and in consideration of the **mutual** undertakings hereinafter set forth, the parties agree as follows:

I. License Agreement. The Squad acknowledges that the Township has granted the Squad, and the Squad has accepted a revocable, non-exclusive license (this "License Agreement") to occupy the Premises as described herein subject to the terms and conditions of this License Agreement. This license is contingent upon and provided as a direct result of the selection and designation of the Tabernacle Rescue Squad, Inc. as the designated emergency medical and rescue service provider for the Township of Tabernacle.

The Squad understands that for any reason or no reason including but not limited to the Squad's violation of any of the terms of this License Agreement or of the Terms, Provisions, Conditions, Rules and Regulations adopted from time to time by the Township or if the Squad's occupancy or use of the Premises violates any laws, rules, or regulations, or for any other reason, the Township may rescind the designation of Tabernacle Rescue Squad, Inc. as the designated emergency medical and rescue service provider for the Township of Tabernacle and send the Squad a *SIX MONTH* written notice (a "Revocation Notice") thereby revoking this License Agreement and any and all rights granted to the Squad hereunder, including without limitation, any right to use and/or occupy the Premises and upon the expiration of such *SIX MONTH* period, this License Agreement shall be revoked and any and all rights granted to the Squad hereunder shall expire.

If the Township at any time sends a Revocation Notice, such Revocation Notice shall be sent to the Squad at PO Box 2023 Tabernacle NJ 08088 and the Township's service of such Revocation Notice may be made, at the Township's option, by certified mail or by overnight mail via a recognized national overnight delivery service. In the event the Township sends a Revocation Notice by certified mail or otherwise, the Squad acknowledges that such notice shall be effective *SIX MONTHS* after the date of receipt by Squad.

In the event that the Township elects to serve the *SIX MONTH* notice as aforesaid, the Squad agrees that upon the expiration of the *SIX MONTH* period, this License and all rights of the Squad pursuant to the License Agreement, shall have expired, ceased, and come to an end as if the date contained in such notice were the date contained herein as the termination date of this License Agreement and the Squad agrees to promptly surrender possession of the Premises to the Township.

The Squad agrees to indemnify and hold the Township harmless from all liability, costs, and damages (including attorney's fees incurred by the Township) arising from the Squad's failure to promptly surrender possession of the Premises to the Township as required hereunder upon the Township's election to terminate this License Agreement and revoke the license hereunder as aforesaid. The Squad shall, upon demand, at any time or times (after notice as aforesaid is rendered by the Township) execute, acknowledge, and deliver to the Township, without expense to the Township, any and all instruments that may be necessary and proper to evidence the surrender of the Premises to the Township and/or recovery of possession of the Premises by the Township.

II. Description of Premises. The Township agrees to permit the use of its facilities known as Block 404, Lot 16.11, on the municipal tax map, and commonly referred to as the Tabernacle Emergency Services Building located at 134 New Road, Tabernacle, NJ, hereinafter called the "Premises", for so long as Squad is the designated provider of emergency medical and rescue services in the Township..

III. Use of Premises. The Squad shall have shared, non-exclusive use of the Premises for providing the Township with necessary emergency medical, ambulance and rescue services 24 hours a day, seven (7) days a week, consistent with reasonable emergency medical service practices and procedures under the direction of the Chief of the Tabernacle Rescue Squad, Inc. and in coordination with the Township Administrator and the Tabernacle Office of Emergency Management consistent with the Squad's agreement for the provision of emergency medical and rescue services to the Township of Tabernacle.

The Squad will coordinate its activities and occupancy to insure that they do not conflict with use by any and all other Township officials, volunteers and employees who are provided shared occupancy of the Premises as deemed appropriate by the Township. Without limiting same, the Squad's occupancy will be occur concurrently with the use of the building by the Township Office of Emergency Management, the Pinelands Regional CERT, any subordinate substation use by fire company personnel authorized to occupy the premises and any other persons so designated by the Township.

The Squad shall not engage in any business on the Premises or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances.

All activities conducted on the Premises and use made thereof shall be so conducted as not to constitute a nuisance or annoy adjoining property owners. No alcoholic beverages shall be sold or consumed on the Premises.

The Township reserves and maintains sole and exclusive possession of the premises subject to this License Agreement. The Township reserves their right to exclude any individual or group from the Premises based on conduct, which it determines in its sole discretion, to be objectionable or contrary to the Township's interests..

The Township may establish and publish rules and regulations and amend same from time to time for the use of the premises and facilities designed to protect the premises and

facilities from damage or abuse, to assure the maintenance of order and to protect the safety and welfare, as well as, the health of persons using such facilities. The Squad agrees to comply with the Rules and Regulations established by the Township with respect to the use and occupancy of the Premises, as same may hereafter be amended, all of which are deemed to be incorporated herein and made a part hereof

The Squad understands and agrees that it may not cause, maintain, or permit conditions in the Premises which do not meet reasonable standards of cleanliness and order and/or which inhibit the Township from utilizing the Premises for its purposes and/or which require the Township to cure the conditions by incurring additional expenses and/or which cause damage to the Premises, furnishings or fixtures.

The Township hereby designates and authorizes the Township Administrator as it's agent for the purpose of exercising the Township's rights and obligations under this agreement.

IV. Maintenance and Utilities. The Squad shall be responsible for and pay any and all costs associated with cleaning the premises, repairs to or replacement of kitchen appliances, vending machines, washing machines, ice machines and/or air compressors. The Squad shall also be responsible for any and all costs associated with overhead door maintenance and landscaping maintenance. The Squad shall keep the grounds in a landscaped and maintained condition to the satisfaction of the Township.

The Township shall be responsible for and pay any and all costs associated with heating the building located upon the premises, maintenance of the emergency stand-by generator, maintenance and upkeep of the heating and air conditioning systems, trash service to the premises, regular mowing of the training and exercise yard and any and all major building and/or roof repairs.

The Township and the Squad will share equally all costs associated with phone system repairs, copier repairs and routine non-structural building maintenance and repair costs, except to the extent that such obligations have been assigned to the Squad or the Township pursuant to the language of this Agreement.

The Squad shall pay for the costs attributed to its phone lines and the Township will pay for the costs associated with the Township lines servicing the building located upon the premises.

The Squad shall be responsible for and pay for electric service to the premises. The Township shall be responsible for and pay for all other utilities not specifically mentioned herein.

Any and all costs associated with the operation and maintenance of the vehicle wash bay located at the premises will be divided equally between the Township, the Squad and the Tabernacle Fire District No. 1. Any future use of the vehicle wash bay by others will be billed at the discretion of the Township.

V. Assignment of License. The Squad shall not assign this license agreement nor shall it license the premises or any portion thereof to any third party.

VI. Non-discrimination. During the occupancy and performance of its respective duties and responsibilities as related to this License Agreement, the Squad shall not discriminate on the basis of race, creed, color, age, national origin, religion, sex or disability in accordance with current State or Federal laws.

VII. Indemnification/Insurance. The Squad understands that the Township's insurance does not protect the Squad's personal property, whether located on the Premises or elsewhere in the Building, due to loss or damage from fire, water, theft, or other causes.

The Squad acknowledges that the Township provides the Squad with certain insurances through the Joint Insurance Fund. If such insurance coverage is canceled on notice to the Squad, the Township hereby advises the Squad that it must obtain, at the Squad's sole cost and expense, its own liability insurance and other insurance for protection of its property against losses due to fire, water, theft, and other causes.

The Township shall not be liable to the Squad or the Squad's agents, officials, employees, contractors, members and/or guests for any damage to person or property caused by an act of negligence or malfeasance of the Squad or the Squad's agents, officials, employees, contractors, members and/or guests and the Squad agrees to indemnify and hold the Township, its officers, officials and employees harmless from any and all claims for any such damage arising out of the activities of the Squad, its agents, officials, employees, contractors, members or guests.

The Squad shall not be liable to the Township or the Township's agents, officials, employees, contractors, members and/or guests for any damage to person or property caused by an act of negligence or malfeasance of the Township or the Township's agents, officials, employees, contractors, members and/or guests and the Township agrees to indemnify and hold the Squad, its officers, officials and employees harmless from any and all claims for any such damage arising out of the activities of the Township, its agents, officials, employees, contractors, members or guests.

In the event that the Squad is required to obtain any insurance for its own benefit, the Squad shall provide the Township, on demand, with a Certificate of Insurance evidencing the existence of Workmen's Compensation Insurance for the Squad volunteers and evidencing the existence of a policy of public liability insurance in a reasonable amount to be determined by the Township naming the Township as an additional insured under the coverage obtained and maintained by the Squad. The Premises shall at all times be kept insured by adequate public liability insurance protecting the Township with coverage and limits which are satisfactory to the Township.

The Township will obtain and maintain insurance, at its sole cost and expense, protecting the building against loss due to fire or other casualty.

VIII. Use by the Township. The Township reserves the right to utilize the facilities on reasonable notice to the Squad for any reason.

IX. Financial Records/Reports. The Squad shall, upon the signing of this License Agreement and thereafter, annually, on each anniversary of this license agreement, submit a financial report to the Township Clerk setting out and describing their financial condition to the

satisfaction of the Township.

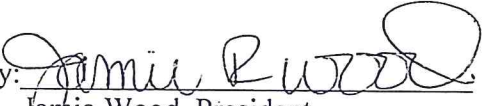
X. Independent Agent. Nothing contained herein shall be deemed or construed by the parties hereto or by any third-party as creating the relationship of principal and agent, partners, joint ventures or other similar such relationship between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto create a relationship other than the relationship of licensor and licensee.

XI. Amendments, Governing Law and Venue. Amendments and alterations to this Agreement shall be in writing. This Agreement shall be governed by the laws of the State of New Jersey and the parties agree that this Agreement is performed in Burlington County, New Jersey.

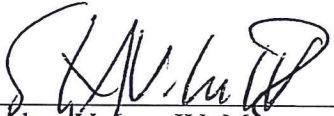
XII. Severability. If any provision of this Agreement shall fail or be stricken for any reason whatsoever, the remainder of this Agreement shall remain in full force and effect.

This Agreement is made and entered into on the 9th day of December 2013.

TABERNACLE RESCUE SQUAD, INC.

By: 
Jamie Wood, President

TABERNACLE TOWNSHIP

By: 
Stephen V. Lee, IV, Mayor

ORDINANCE 2013-9

**AN ORDINANCE OF THE TABERNACLE TOWNSHIP COMMITTEE
PURSUANT TO 40A:12-14 AUTHORIZING THE TOWNSHIP TO
ENTER INTO A FACILITY USE / LICENSE AGREEMENT WITH
TABERNACLE RESCUE SQUAD, INC.**

WHEREAS, the Township of Tabernacle owns Block 404, Lot 16.11, on the municipal tax map commonly referred to as the Tabernacle Emergency Services Building located at 134 New Road, Tabernacle, NJ; and

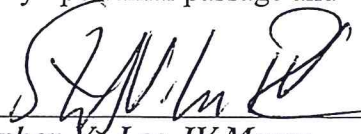
WHEREAS, said property serves the public through its use as an emergency services building; and

WHEREAS, the Tabernacle Rescue Squad Inc. intends to occupy the property pursuant to its principal purpose of providing emergency medical services to the general public and community;

NOW THEREFORE, be it ordained by the Tabernacle Township Committee that the Facility Use/ License Agreement is hereby adopted in the form attached to this Ordinance; and

BE IT FURTHER ORDAINED that the Mayor and Township Administrator are hereby directed and authorized to execute the Agreement to accomplish the above purpose.

This ordinance shall become effective immediately upon final passage and publication as required by law.



Stephen V. Lee, IV Mayor

Attest:



LaShawn Barber, RMC, CMR
Municipal Clerk