

TOWNSHIP OF HOWELL

4567 Route 9 North
Post Office Box 580
Howell, NJ 07731-0580

(732) 938-4500
FAX (732) 414-3232
Website: www.twp.howell.nj.us

June 12, 2019

Howell Pop Warner
PO Box 183
Howell, NJ 07731

Howell American Youth Football
PO Box 25
Howell, NJ 07731

RE: Authorize Renewal of a Lease Agreement between the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer for a portion of property at Block 51.01, Lot 18, Old Tavern Road

To Whom it May Concern:

Enclosed you will find a certified copy of the Resolution adopted by the Township Council at their meeting of June 11, 2019. This Resolution renews the Lease Agreement between the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer for a portion of property at Block 51.01, Lot 18, Old Tavern Road. Please sign and send a copy back to my office.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Penny A. Wollman
Township Clerk
Township of Howell

attachment

cc: Brian Geoghegan, Township Manager
Joseph Clark, Township Attorney
Paul Novell, Public Works Director
Lou Palazzo, Chief Financial Officer

Mr. Bonevich offered the following resolution, seconded by Ms. Richmond.

Resolution No: R-19-191

RESOLUTION

**RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL,
AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN
THE TOWNSHIP OF HOWELL AND HOWELL POP WARNER AND HOWELL
AMERICAN YOUTH FOOTBALL AND CHEER.**

WHEREAS, the Township of Howell desires to enter in to a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for a portion of those certain premises located at Block 51.01 Lot 18 on Old Tavern Road, and as depicted on **Schedule A** attached to the proposed Lease Agreement; and

WHEREAS, the proposed lease agreement sets forth the terms and conditions of said lease as it applies to the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer and shall be a for a term of five (5) years; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide the Department of Public Works with a proposed schedule on an annual basis, a copy of the MSDS for all maintenance relative to the field and copies of all certificates of insurance naming the Township of Howell as an additional insured; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide to the CFO of the Township of Howell and the Department of Public Works its annual audit statements;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Howell as follows:

1. That the governing body authorizes the Mayor to execute a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for that portion of Block 51.01 Lot 18 on Old Tavern Road and as further reflected in **Schedule A** of the proposed Lease Agreement.

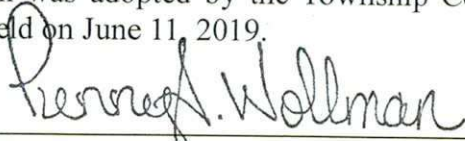
2. A copy of the executed Lease Agreement, along with **Schedule A**, shall be forwarded to the following:

1. Township Manager and Township Attorney
2. Howell Pop Warner and Howell American Youth Football and Cheer
3. Township of Howell Department of Public Works
4. Chief Financial Officer of Howell Township

VOTE:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>DISQUALIFY</u>
Mr. Bonevich	X				
Ms. Richmond	X				
Mr. Russo	X				
Mrs. O'Donnell	X				
Mayor Berger	X				

This is to certify that the foregoing Resolution was adopted by the Township Council of the Township of Howell during a regular meeting held on June 11, 2019.



PENNY WOLLMAN, TOWNSHIP CLERK

**LEASE AGREEMENT BETWEEN TOWNSHIP OF HOWELL AND HOWELL
AMERICAN YOUTH FOOTBALL AND CHEER HOWELL POP WARNER**

THIS LEASE is made this 11 day of JUNE 2019 between the **TENANTS, HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER (hereinafter "HPW")** a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, collectively referred to as the "**TENANTS**", and the **LANDLORD, TOWNSHIP OF HOWELL (hereinafter "LANDLORD")**, County of Monmouth, a municipal corporation of the State of New Jersey, whose address is 4567 Route 9 North, Howell, New Jersey 07731, now, for and in consideration of the mutual covenants herein expressed, the parties mutually agree as follows:

PROPERTY

The **TENANTS** agree to rent from the **LANDLORD** and the **LANDLORD** agrees to lease to the **TENANTS** the property known as that portion of Block 51.01 Lot 18, located along Old Tavern Road, in the Township of Howell, County of Monmouth, State of New Jersey 07731, which property is more fully depicted on the attached **Schedule "A"**, which is incorporated herein by reference as though more fully set forth at length. More specifically, that portion of Block 51.01 Lot 18 consisting of the football game field, shed, concession stand and field club house.

NON- EXCLUSIVE USE

The use of the property by the **TENANTS** shall be on a non-exclusive basis, said property being property owned by the Township of Howell. However, **TENANTS** shall have primary use of the football field, storage facility, concession building, and club house during the normal course of the Football Season, August 1st through December 31st of a given year. The **LANDLORD** reserves the right to allow other entities/organizations or individuals to utilize the property only when the **TENANTS** are not actively using the football field complex as depicted in Schedule A, the object being that other individuals, organizations and entities may utilize the premises in an unobtrusive manner that property not contemporaneously being used by **TENANTS**. It is understood and agreed that any entity or organization using the fields other than the **TENANTS** shall pay the requisite field usage fees to the Township of Howell in accordance with Chapter 139 of the Revised General Ordinances, shall obtain the necessary permits from Department of Public Works, and shall submit proof of insurance to the Department of Public Works, naming the Township as an additional insured, prior to the use of the field.

On August 1st of each year, **TENANTS** shall provide to the **LANDLORD** a schedule of games and maintenance times for the year so that **LANDLORD** is able to delineate when the fields may be available and open to the public. **LANDLORD** and **TENANTS** shall not permit third-party activities which would have a detrimental impact upon the lands and premises.

LANDLORD agrees to provide reasonable written notice to **TENANTS** prior to the use of the facilities and/or premises being used by third-party organizations.

TERM

The term of this Lease shall be for five (5) years, starting on August 1, 2019 and ending on July 31, 2024. **TENANTS** and **LANDLORD** shall review the lease annually and address any issues relative to the use of the property, problems with the property, cost of maintaining the property, insurance and any requests made by either party to this agreement for improvements. **LANDLORD** shall have the right, in its sole discretion, to terminate the within lease and gain possession of the premises at any time by providing thirty (30) days written notice of the exercise of this right to **TENANTS** by certified mail, return receipt requested at the address indicated in this lease agreement, regular mail, electronic mail or facsimile. Further, **LANDLORD** shall have the right, in its sole discretion, to temporarily use the leased premises, or any part thereof, for any public purpose. In such event, the Township Clerk shall provide two weeks' written notice to the **TENANTS**, and **TENANTS** shall make the premises available in accordance with the instructions thereby given. Furthermore, **LANDLORD** retains the authority to enter into and upon the premises at any time and undertake any such actions as are necessary in the event of an emergency.

CONSIDERATION

In lieu of monetary payments to **LANDLORD**, the **TENANTS** agree to the terms and conditions set forth herein relative to the care, maintenance and responsibilities for the premises described herein and further agree to maintain Bear Swamp fields 1-14 during the time period in which they use same and in accordance with the terms and conditions set forth in Schedule B Memorandum of Understanding.

USE OF PROPERTY

The **TENANTS** shall use the property for the purpose of providing recreational services to the residents of the Township of Howell and surrounding communities by operating and supervising Howell Pop Warner and Howell American Youth Football and Cheer.

LAWS

The subject lands and premises are leased subject to all federal laws, statutes and regulations, New Jersey state laws, statutes and regulations and, all municipal ordinances, affecting the use thereof.

SUBLET/ASSIGNMENT

The **TENANTS** shall not, without the written consent of the **LANDLORD**, sublet, assign, mortgage, or hypothecate this lease. Subletting shall not interfere with **LANDLORD**'s use of fields or parking lot and the requisite permits and proof of insurance, naming the Township as an additional insured, must be presented to the Township Department of Public Works and any

and all field usage fees are paid to the Township prior to the use of the fields. Field usage fees are set forth in Chapter 139 of the Revised General ordinances of the Township of Howell.

SITE PLAN APPROVAL

All improvements to be placed upon the property shall be approved and consented to by the Township Council of the Township of Howell and any appropriate reviewing Board. The **TENANTS** shall be responsible for obtaining any and all necessary site plan approvals for the construction of any structures located upon the property and use of the fields for recreational purposes. All cost of construction and maintenance of the improvements to be constructed by the **TENANTS** upon the property shall be at the sole cost and expense of the **TENANTS**. Any and all permanent improvements, fixtures or structures shall belong to **LANDLORD** upon completion of same. **TENANTS** are responsible for payment of any and all permit fees other than Township permit fees.

DEFAULT

If default is made in the performance of any of the conditions and covenants contained herein, or if during the term hereof, the premises shall become abandoned or deserted, the relationship of **LANDLORD** and **TENANTS** shall cease and terminate and the either party may proceed to any remedies permitted by law.

INDEMNIFICATION/INSURANCE

(a) **TENANTS** shall not be responsible for any claims for damages resulting from the negligence of the **LANDLORD**. **LANDLORD** shall save, hold and keep harmless and indemnify the **TENANTS** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **LANDLORD** for the **LANDLORD**'s agents employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **LANDLORD** and the conduct of the **LANDLORD**'s operations or activities on the premises. This provision is not intended to be a waiver of any available defense **LANDLORD** may have to any sort of claim including, without limitation, those available under Title 59 of the New Jersey Statutes Annotated, any other federal or state statutes, rules, or regulations, common law, case law or the like.

LANDLORD shall not be responsible for any claims for damages resulting from actions of the **TENANTS**. **TENANTS** shall save, hold and keep harmless and indemnify the **LANDLORD** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **TENANTS** for the **TENANTS**' agents, players, participants, employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **TENANTS** and the conduct of the **TENANTS**' operations or activities on the premises. The **TENANTS** shall not be liable for any damage or injury which may be sustained by the **TENANTS** or any other person as a consequence of the failure, breakage, leakage or obstruction of the water or sewer

pipes (unless such failure, breakage, leakage or obstruction of the water or sewer pipes is caused by **TENANTS**), or by reason of the elements.

(b) **TENANTS** shall, at their own cost and expense, each secure and furnish liability insurance in the minimum amount of \$1,000,000.00 for personal injury and \$100,000.00 for property damage, designating the Township of Howell as an additional insured, and shall maintain the same during the term of the Lease Agreement. **TENANTS** shall be required to maintain statutory workers compensation insurance coverage for all its employees. Copies of Certificates of Insurance with respect to the aforementioned shall be supplied to the Department of Public Works and the Township Clerk prior to commencement of the Lease Agreement. **TENANTS** shall provide its own comprehensive insurance with respect to **TENANTS'** real property improvements and personal property being constructed and/or placed upon the property. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and/or through the municipal self-insurance. **LANDLORD** shall not be responsible for obtaining and maintaining said insurance during the term of the Lease Agreement.

Nothing contained herein shall require the **TENANTS** to provide liability insurance for any act or omission of **LANDLORD** or **LANDLORD's** agent's employees, guests, licensees, invitees sublessee's, assigns or successors and nothing contained herein shall place liability for such acts or omissions on **TENANTS**. **LANDLORD** shall provide evidence to **TENANTS** of insurance covering **LANDLORD'S** operations on the premises.

In the event that **TENANTS** retain the services of any independent contractor relative to recreation activities, **TENANTS** shall provide the Township Department of Public Works and the Township Clerk with a Certificate of Insurance from such independent contractor(s) naming Howell Township as an additional insured in the amount set forth herein.

CONDITION OF PROPERTY

The premises are leased in an "as is" condition. The **LANDLORD** shall have no obligation to make any repairs or improvements to the subject premises during the term of the Lease Agreement, unless the premises are damaged by **LANDLORD'S** employees or agents at which time it would be the **LANDLORD'S** responsibility to make those repairs. **TENANTS**, however, agree that the **LANDLORD** and the **LANDLORD'S** agents, employees or other representatives shall have the right to enter into and upon said premises or any part thereof at all reasonable hours for the purposes of examining same and at their option making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

MAINTENANCE/CARE OF THE PROPERTY

The **TENANTS** agree to maintain the property in as good condition as at the start of the lease, except for ordinary wear and tear. The **TENANTS** shall take good care of the premises which shall be defined for purposes of this lease to be that portion of Block 51.01 Lot 18 including the football field, concession facility, shed and club house and any bathroom facilities. **TENANTS** shall be responsible for the operation and maintenance of the field lights and irrigation system (which shall include winterization) **TENANTS** shall also be responsible for routine bathroom maintenance. The **TENANTS** will pay for repairs, replacements and/or damages caused by the

act or neglect of the **TENANTS** or of **TENANTS'** visitors, employees or invitees. **LANDLORD** will pay for all repairs, replacement and/or damages caused by the act or neglect of the **LANDLORD** or the **LANDLORD'S** visitors, employees or invitees. The **TENANTS** will remove all the **TENANTS'** property at the termination of the Lease. Any property that is left becomes the property of the **LANDLORD** and may be disposed of by the **LANDLORD**. **TENANTS** shall have discretion to close the fields due to weather or other adverse conditions.

SIGNS

The **TENANTS** shall not place or allow to be placed any signs of any kind upon, in or about the premises or any part thereof except of a design and structure and in such places as may be indicated and consented to by the **LANDLORD**. Notwithstanding this provision, **LANDLORD** agrees to allow **TENANTS** to place advertising signs within the boundaries of the football complex for the purpose of raising revenue to operate the premises and facility for the residents of Howell Township, subject to prior approval of the Township.

CAPITAL IMPROVEMENTS

Any and all capital improvements made to the premises which are the subject of this Lease shall remain the property of the **LANDLORD** at such time as the Lease is terminated.

GENERAL PERFORMANCE REQUIREMENTS

(a) The **TENANTS** shall obtain all necessary permits and shall comply with all applicable ordinances, regulations and governmental administrative codes, including but not limited to those required for the preparation, storage and sale of all food items that may be conducted by the **TENANTS** upon the premises. The following approvals may be required:

1. Certificate of Fire Inspection: This would include a complete inspection of the facility including items such as the following but not limited to:
 - a. Fire suppression system service certificate;
 - b. Cooking hood cleaning certificate;
 - c. Fire extinguisher maintenance;
 - d. Updated permit application/certificate posted;
2. Current emergency contacts for representatives of **HPW and HAYFC**;
3. Access to any building/facility for fire inspection during regular business hours;

**Please note that a certificate of fire inspection is only issued after all violations of the New Jersey Fire Code are corrected/abated. Therefore, advanced planning must be done to have inspections and re-inspections completed prior to opening day.*

4. Board of Health approval for cooking/food handling; and
5. Insurance Certificates.

(b) The **TENANTS** shall be responsible for the costs of any and all utilities used in connection with this Lease Agreement and in accordance with the terms and conditions set forth in the Memorandum of Understanding attached hereto.

(c) The **TENANTS** shall be responsible for maintaining those areas related to the property and defined in this lease agreement during the term of the within lease.

(d) The **TENANTS** shall have the sole responsibility to maintain the concession facility in a clean and sanitary condition and shall be responsible for the collection, storage and removal of all garbage and trash generated by, or resulting from, the **TENANTS'** use of the premises. The **TENANTS** will comply with all garbage collection and recycling regulations of the **LANDLORD** and with the direction of all authorized Township Officials regarding the operation of the facility.

UTILITIES AND TAXES

Except as provided hereinabove, the **LANDLORD** shall pay when due all charges for domestic water, taxes, and sewer which are or may be assessed or imposed upon the leased premises or any improvements thereon or which are or may be charged to the **LANDLORD** by the suppliers thereof during the term of this lease. **TENANTS** shall be responsible for all electric costs associated with lighting of fields and concession stand. In the event the **TENANTS** determines irrigation of the field is necessary, **TENANTS** shall be responsible for the cost of such irrigation and shall be billed in accordance with the water billing cycle in the event the water bill is not in the **TENANT'S** name(s).

CONDEMNATION/EMINENT DOMAIN

If the land and premises leased herein or of which the leased premises are a part or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit, or other action shall be instituted for the taking or condemnation thereof, or if, in lieu of any formal condemnation proceedings or actions, the **LANDLORD** shall grant an option to purchase and/or shall sell and convey the said premises or any portion thereof, to a governmental or other public authority, agency, body, or public utility seeking to take said land and premises or any portion thereof, then this lease, at the option of the **LANDLORD**, with the agreement of the **TENANTS** shall terminate the term hereof shall end as of such date as the **LANDLORD** shall fix by notice in writing. Provided **TENANTS** participate in the condemnation proceedings, asserts its claims and proves its damages, **TENANTS** shall have the right to be reimbursed to the extent of the value of capital improvements installed by **TENANTS** during the lease, and any and all other damages sustained by **TENANTS**. The **TENANTS** agree to execute and deliver any instruments, at the expense of the **LANDLORD**, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and premises or any portion thereof. The **TENANTS** covenant and agree

to vacate the said premises, remove all personal property therefrom and deliver up peaceable possession thereof to the **LANDLORD** or to such other party designated by the **LANDLORD**.

SEVERABILITY

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ENTIRE AGREEMENT

This Lease contains the entire agreement between **LANDLORD** and **TENANTS**. No representative, agent or employee of the **LANDLORD** has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the **LANDLORD** and the **TENANTS**. This lease shall be binding on the parties hereto and their successors and assigns.

NOTICES

All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by regular and certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

TITLE AND QUIET ENJOYMENT

The **LANDLORD** covenants and represents that the **LANDLORD** is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the **TENANTS**, in paying the rent and performing the conditions and covenants herein contained, shall, and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

ANNUAL REPORT

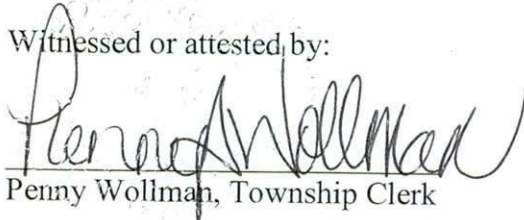
TENANTS shall annually submit to the Recreation Director and Township Clerk, a report setting forth the following information:

1. The use to which the leasehold was put during each year;
2. The appropriate value or cost of such activities;
3. Year-end financial statements; and
4. **TENANTS** represents that each is a tax exempt non-profit corporation pursuant to both state and federal law and each will supply the necessary proof of the

continuance of such status during the term of this lease.

IN WITNESS WHEREOF, the **TOWNSHIP OF HOWELL** has caused this Lease to be executed by its Mayor, attested by its Clerk, and its seal affixed, and **HOWELL AMERICAN YOUTH FOOTBALL** and **CHEER HOWELL POP WARNER FOOTBALL AND CHEER** has caused these presents to be executed by its President, attested to by its Secretary the day and year first above written.

Witnessed or attested by:


Penny Wollman, Township Clerk

Township of Howell


Theresa Berger, Mayor

Howell American Youth Football And Cheer

Howell Pop Warner Football And Cheer

BY:

TITLE:

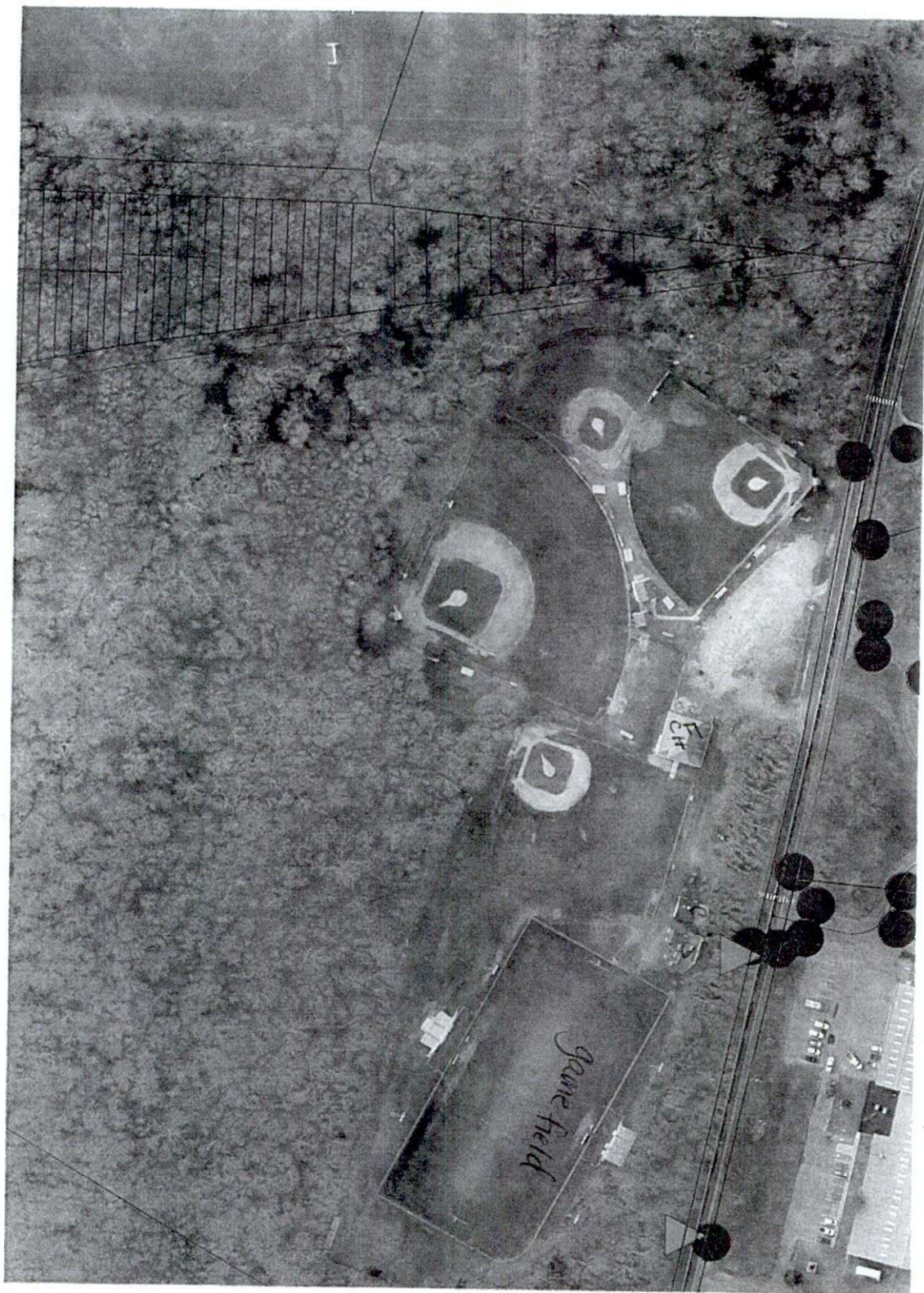
BY:

TITLE:

Witness or attested by:

Witness or attested by:

SCHEDULE A



Block 51.01 Lot 18

Tax map 6.07

SCHEDULE B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this _____ day of _____, 2019 between **HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (Hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER** (hereinafter "**HPW**") a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, relative to the Lease Agreement with Howell and Township and the aforementioned parties for use of a portion of Block 51.01 Lot 18 and for use and maintenance of Bear Swamp fields 1-14 located on Block 51 Lots 41.01, 42, and 42.02.

PURPOSE

The purpose of this Memorandum of Understanding is to establish the responsibilities, duties and obligations of each party mentioned above with respect to the use of Bear Swamp Fields 1-14 (HAYFC to use fields 1-6 and HPW to use fields 7-14) and use of the premises identified in the Lease Agreement with the aforementioned parties and the Township of Howell relative that portion of the property located on Block 51.01 Lot 18.

UNDERSTANDING

1. Each organization's treasurer shall maintain a \$2500 escrow/trust account-statements to be exchanged annually.
2. **HPW** will maintain its current office and equipment room in the clubhouse. A copy of the floor plan to be provided to **HAYFC**
3. **HAYFC** will occupy those presently unoccupied offices and equipment rooms within the Field Club House for its own use.
4. Each party may maintain their own locks to any offices or equipment rooms, with copies of keys being given to the Director of Public Works of the Township of Howell.
5. Common area within the clubhouse will be shared by both organizations with **HAYFC** having odd days and **HPW** having even days.
6. **HPW** will use common area 2nd Tuesday of every month for board meetings.
7. **HAYFC** will use common area 2nd Thursday of every month for board meetings.

8. For the month of August **HPW** will use the field at football complex for flag and cheer practice. **HAYFC** will use Bear Swamp Fields and Purple Park. **A PERMIT IS REQUIRED FOR PURPLE PARK**
9. Beginning September 2019 both organizations will share fields at the football complex on Old Tavern Road for flag and tackle practices which will be organized by both organizations, as to benefit both leagues and will continue throughout the term of the lease.
10. Both **HPW** and **HAYFC** will share the cost of cable & internet, utilities, field maintenance, and any other expenses which may arise to maintain the football complex 50/50 regardless of the amount of use by either organization, damages included. Any damage to complex, regardless of fault by either organization, any cost to repair damage shall be shared equally.
11. **HPW** will pay the JCPL bill, in full, for field and snack stand for the month of August only. JCPL bill for the other buildings and all other expenses will be shared equally- a copy of the bill will be provided to each organization in the event the bill is only in the name of one organization. Every effort will be made to have the JCP&L bill in the name of both organizations.
12. For the months of November and December, if both organizations continue through the playoffs the 50/50 arrangement shall remain in place. However, if only one organization continues on to the playoffs, that organization shall be responsible to pay the JCPL utility bill for the month(s) they are the sole user of that field. The 50/50 split for all other JCPL building costs and all other maintenance will continue to be shared.
13. Snack Stand- Any concession operations must be placed out to bid by the Township of Howell in accordance with the local government contracts law and local public buildings law. However, in the event the organizations wish to operate the concession stand as **HPW** or **HAYFC**, it may do at their sole expense and on the designated days. The maintenance cost to maintain snack stand and repairs shall be shared equally by to be split 50/50 between **HPW & HAYFC**
14. Field to be maintained by a vendor, the cost of which shall be split equally. Field to be cut every week as close to game day as possible. Field will be fertilized according to scheduled program. Outside field to be cut every week. No fertilizer for outside field grass. Organizations must submit a MSDS to the Department of Public Works each season.
15. Football Field will have an H painted at mid-field for Howell
16. **HPW** will utilize its own sleds, chutes and pads. **HPW** will provide its own field markers and pads for its home games
17. **HPW** will use its own paint machine and supply its own paint for **HPW** home games

18. **HAYFC** will utilize its own sleds, chutes and pads. **HAYFC** will provide its own field markers and pads for its home games.
19. **HAYFC** will use its own paint machine and supply its own paint for **HAYFC** home games
20. **HPW** will maintain the clothing shed that it currently uses
21. **HAYFC** may obtain a shed, but must first secure the appropriate permits and the shed will be provided at **HAYFC** sole cost.
22. **HAYFC** can add name and logo to sign in parking lot subject to approval by the organization that owns the sign.
23. Both organizations agree to operate schedule on alternating weekends for home field use for each organization and schedules will also be arranged with Jersey Shore Football Commissioners
24. Both organizations to have proper insurance policy endorsements in accordance with the lease agreement.
25. Both organizations agree to have treasurers work together to ensure all costs are shared equally.
26. Future events such as Pep Rallies and Fun Days shall be agreed upon by both organizations.

MODIFICATION

No modification or amendment of this Memorandum will be enforceable unless it is in writing and signed by both parties hereto.

SEVERABILITY

Should any provision of this Memorandum be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

ATTESTATION

Representatives from both organizations represent and warrant that he/she has carefully read each and every provision of this Memorandum of Understanding and that each authorized individual understands all of the terms and conditions contained in each provision of this Memorandum and has relayed same to each organization and is further authorized to execute the Memorandum of Understanding on behalf each individuals respective organization.

This MOU shall be effective for the term of the lease agreement between the respective parties and the Township of Howell. The parties sign this MOU as of the date and year set forth above and by signing below, the parties are confirming their intent to be legally bound by the terms set forth herein.

By: _____

, Howell Pop Warner President

ATTESTED BY:

By: _____

By: _____

David Doyle, Howell American Youth Football and Cheer President

ATTESTED BY:

By: _____

Mr. Bonevich offered the following resolution, seconded by Ms. Richmond.

Resolution No: R-19-191

RESOLUTION

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE TOWNSHIP OF HOWELL AND HOWELL POP WARNER AND HOWELL AMERICAN YOUTH FOOTBALL AND CHEER.

WHEREAS, the Township of Howell desires to enter in to a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for a portion of those certain premises located at Block 51.01 Lot 18 on Old Tavern Road, and as depicted on **Schedule A** attached to the proposed Lease Agreement; and

WHEREAS, the proposed lease agreement sets forth the terms and conditions of said lease as it applies to the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer and shall be a for a term of five (5) years; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide the Department of Public Works with a proposed schedule on an annual basis, a copy of the MSDS for all maintenance relative to the field and copies of all certificates of insurance naming the Township of Howell as an additional insured; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide to the CFO of the Township of Howell and the Department of Public Works its annual audit statements;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Howell as follows:

1. That the governing body authorizes the Mayor to execute a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for that portion of Block 51.01 Lot 18 on Old Tavern Road and as further reflected in **Schedule A** of the proposed Lease Agreement.

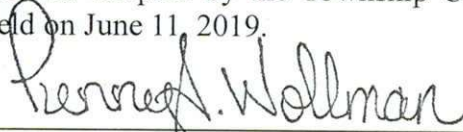
2. A copy of the executed Lease Agreement, along with **Schedule A**, shall be forwarded to the following:

1. Township Manager and Township Attorney
2. Howell Pop Warner and Howell American Youth Football and Cheer
3. Township of Howell Department of Public Works
4. Chief Financial Officer of Howell Township

VOTE:**AYES NAYS ABSTAIN ABSENT DISQUALIFY**

Mr. Bonevich	X
Ms. Richmond	X
Mr. Russo	X
Mrs. O'Donnell	X
Mayor Berger	X

This is to certify that the foregoing Resolution was adopted by the Township Council of the Township of Howell during a regular meeting held on June 11, 2019.



PENNY WOLLMAN, TOWNSHIP CLERK



P.O. BOX 183

HOWELL, NJ 07731

Howellpwvolunteer@gmail.com

(347)907-3703

June 26, 2019

Howell Township
4567 Route 9 North
Howell, NJ 07731
Attn: Penny Wollman

Dear Penny;

Enclosed herewith please find our partially executed Lease Agreement. Please let the enclosed lease agreement follow the previously electronically executed lease sent to your office by all parties. Once the fully executed lease is received, if you could be so kind as to email same to my attention, I would greatly appreciate it.

Should you have any questions, please feel free to contact the undersigned at any time.

Very truly,

A handwritten signature in black ink, appearing to read "Chris Roselli", written over a circular scribble.

Christopher M. Roselli

President Howell Pop Warner

FARMINGDALE HOWELL POP WARNER

Mr. Bonevich offered the following resolution, seconded by Ms. Richmond.

Resolution No: R-19-191

RESOLUTION

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE TOWNSHIP OF HOWELL AND HOWELL POP WARNER AND HOWELL AMERICAN YOUTH FOOTBALL AND CHEER.

WHEREAS, the Township of Howell desires to enter in to a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for a portion of those certain premises located at Block 51.01 Lot 18 on Old Tavern Road, and as depicted on **Schedule A** attached to the proposed Lease Agreement; and

WHEREAS, the proposed lease agreement sets forth the terms and conditions of said lease as it applies to the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer and shall be a for a term of five (5) years; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide the Department of Public Works with a proposed schedule on an annual basis, a copy of the MSDS for all maintenance relative to the field and copies of all certificates of insurance naming the Township of Howell as an additional insured; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide to the CFO of the Township of Howell and the Department of Public Works its annual audit statements;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Howell as follows:

1. That the governing body authorizes the Mayor to execute a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for that portion of Block 51.01 Lot 18 on Old Tavern Road and as further reflected in **Schedule A** of the proposed Lease Agreement.

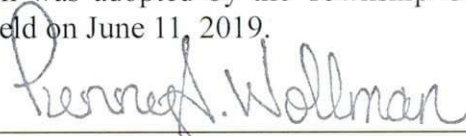
2. A copy of the executed Lease Agreement, along with **Schedule A**, shall be forwarded to the following:

1. Township Manager and Township Attorney
2. Howell Pop Warner and Howell American Youth Football and Cheer
3. Township of Howell Department of Public Works
4. Chief Financial Officer of Howell Township

VOTE:**AYES NAYS ABSTAIN ABSENT DISQUALIFY**

Mr. Bonevich	X
Ms. Richmond	X
Mr. Russo	X
Mrs. O'Donnell	X
Mayor Berger	X

This is to certify that the foregoing Resolution was adopted by the Township Council of the Township of Howell during a regular meeting held on June 11, 2019.



PENNY WOLLMAN, TOWNSHIP CLERK

**LEASE AGREEMENT BETWEEN TOWNSHIP OF HOWELL AND HOWELL
AMERICAN YOUTH FOOTBALL AND CHEER HOWELL POP WARNER**

THIS LEASE is made this 11 day of June 2019 between the **TENANTS, HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER (hereinafter "HPW")** a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, collectively referred to as the "**TENANTS**", and the **LANDLORD, TOWNSHIP OF HOWELL (hereinafter "LANDLORD")**, County of Monmouth, a municipal corporation of the State of New Jersey, whose address is 4567 Route 9 North, Howell, New Jersey 07731, now, for and in consideration of the mutual covenants herein expressed, the parties mutually agree as follows:

PROPERTY

The **TENANTS** agree to rent from the **LANDLORD** and the **LANDLORD** agrees to lease to the **TENANTS** the property known as that portion of Block 51.01 Lot 18, located along Old Tavern Road, in the Township of Howell, County of Monmouth, State of New Jersey 07731, which property is more fully depicted on the attached **Schedule "A"**, which is incorporated herein by reference as though more fully set forth at length. More specifically, that portion of Block 51.01 Lot 18 consisting of the football game field, shed, concession stand and field club house.

NON- EXCLUSIVE USE

The use of the property by the **TENANTS** shall be on a non-exclusive basis, said property being property owned by the Township of Howell. However, **TENANTS** shall have primary use of the football field, storage facility, concession building, and club house during the normal course of the Football Season, August 1st through December 31st of a given year. The **LANDLORD** reserves the right to allow other entities/organizations or individuals to utilize the property only when the **TENANTS** are not actively using the football field complex as depicted in Schedule A, the object being that other individuals, organizations and entities may utilize the premises in an unobtrusive manner that property not contemporaneously being used by **TENANTS**. It is understood and agreed that any entity or organization using the fields other than the **TENANTS** shall pay the requisite field usage fees to the Township of Howell in accordance with Chapter 139 of the Revised General Ordinances, shall obtain the necessary permits from Department of Public Works, and shall submit proof of insurance to the Department of Public Works, naming the Township as an additional insured, prior to the use of the field.

On August 1st of each year, **TENANTS** shall provide to the **LANDLORD** a schedule of games and maintenance times for the year so that **LANDLORD** is able to delineate when the fields may be available and open to the public. **LANDLORD** and **TENANTS** shall not permit third-party activities which would have a detrimental impact upon the lands and premises.

LANDLORD agrees to provide reasonable written notice to **TENANTS** prior to the use of the facilities and/or premises being used by third-party organizations.

TERM

The term of this Lease shall be for five (5) years, starting on August 1, 2019 and ending on July 31, 2024. **TENANTS** and **LANDLORD** shall review the lease annually and address any issues relative to the use of the property, problems with the property, cost of maintaining the property, insurance and any requests made by either party to this agreement for improvements. **LANDLORD** shall have the right, in its sole discretion, to terminate the within lease and gain possession of the premises at any time by providing thirty (30) days written notice of the exercise of this right to **TENANTS** by certified mail, return receipt requested at the address indicated in this lease agreement, regular mail, electronic mail or facsimile. Further, **LANDLORD** shall have the right, in its sole discretion, to temporarily use the leased premises, or any part thereof, for any public purpose. In such event, the Township Clerk shall provide two weeks' written notice to the **TENANTS**, and **TENANTS** shall make the premises available in accordance with the instructions thereby given. Furthermore, **LANDLORD** retains the authority to enter into and upon the premises at any time and undertake any such actions as are necessary in the event of an emergency.

CONSIDERATION

In lieu of monetary payments to **LANDLORD**, the **TENANTS** agree to the terms and conditions set forth herein relative to the care, maintenance and responsibilities for the premises described herein and further agree to maintain Bear Swamp fields 1-14 during the time period in which they use same and in accordance with the terms and conditions set forth in Schedule B Memorandum of Understanding.

USE OF PROPERTY

The **TENANTS** shall use the property for the purpose of providing recreational services to the residents of the Township of Howell and surrounding communities by operating and supervising Howell Pop Warner and Howell American Youth Football and Cheer.

LAWS

The subject lands and premises are leased subject to all federal laws, statutes and regulations, New Jersey state laws, statutes and regulations and, all municipal ordinances, affecting the use thereof.

SUBLET/ASSIGNMENT

The **TENANTS** shall not, without the written consent of the **LANDLORD**, sublet, assign, mortgage, or hypothecate this lease. Subletting shall not interfere with **LANDLORD's** use of fields or parking lot and the requisite permits and proof of insurance, naming the Township as an additional insured, must be presented to the Township Department of Public Works and any

and all field usage fees are paid to the Township prior to the use of the fields. Field usage fees are set forth in Chapter 139 of the Revised General ordinances of the Township of Howell.

SITE PLAN APPROVAL

All improvements to be placed upon the property shall be approved and consented to by the Township Council of the Township of Howell and any appropriate reviewing Board. The **TENANTS** shall be responsible for obtaining any and all necessary site plan approvals for the construction of any structures located upon the property and use of the fields for recreational purposes. All cost of construction and maintenance of the improvements to be constructed by the **TENANTS** upon the property shall be at the sole cost and expense of the **TENANTS**. Any and all permanent improvements, fixtures or structures shall belong to **LANDLORD** upon completion of same. **TENANTS** are responsible for payment of any and all permit fees other than Township permit fees.

DEFAULT

If default is made in the performance of any of the conditions and covenants contained herein, or if during the term hereof, the premises shall become abandoned or deserted, the relationship of **LANDLORD** and **TENANTS** shall cease and terminate and the either party may proceed to any remedies permitted by law.

INDEMNIFICATION/INSURANCE

(a)**TENANTS** shall not be responsible for any claims for damages resulting from the negligence of the **LANDLORD**. **LANDLORD** shall save, hold and keep harmless and indemnify the **TENANTS** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **LANDLORD** for the **LANDLORD**'s agents employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **LANDLORD** and the conduct of the **LANDLORD**'s operations or activities on the premises. This provision is not intended to be a waiver of any available defense **LANDLORD** may have to any sort of claim including, without limitation, those available under Title 59 of the New Jersey Statutes Annotated, any other federal or state statutes, rules, or regulations, common law, case law or the like.

LANDLORD shall not be responsible for any claims for damages resulting from actions of the **TENANTS**. **TENANTS** shall save, hold and keep harmless and indemnify the **LANDLORD** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **TENANTS** for the **TENANTS**' agents, players, participants, employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **TENANTS** and the conduct of the **TENANTS**' operations or activities on the premises. The **TENANTS** shall not be liable for any damage or injury which may be sustained by the **TENANTS** or any other person as a consequence of the failure, breakage, leakage or obstruction of the water or sewer

pipes (unless such failure, breakage, leakage or obstruction of the water or sewer pipes is caused by **TENANTS**), or by reason of the elements.

(b) **TENANTS** shall, at their own cost and expense, each secure and furnish liability insurance in the minimum amount of \$1,000,000.00 for personal injury and \$100,000.00 for property damage, designating the Township of Howell as an additional insured, and shall maintain the same during the term of the Lease Agreement. **TENANTS** shall be required to maintain statutory workers compensation insurance coverage for all its employees. Copies of Certificates of Insurance with respect to the aforementioned shall be supplied to the Department of Public Works and the Township Clerk prior to commencement of the Lease Agreement. **TENANTS** shall provide its own comprehensive insurance with respect to **TENANTS'** real property improvements and personal property being constructed and/or placed upon the property. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and/or through the municipal self-insurance. **LANDLORD** shall not be responsible for obtaining and maintaining said insurance during the term of the Lease Agreement.

Nothing contained herein shall require the **TENANTS** to provide liability insurance for any act or omission of **LANDLORD** or **LANDLORD's** agent's employees, guests, licensees, invitees sublessee's, assigns or successors and nothing contained herein shall place liability for such acts or omissions on **TENANTS**. **LANDLORD** shall provide evidence to **TENANTS** of insurance covering **LANDLORD'S** operations on the premises.

In the event that **TENANTS** retain the services of any independent contractor relative to recreation activities, **TENANTS** shall provide the Township Department of Public Works and the Township Clerk with a Certificate of Insurance from such independent contractor(s) naming Howell Township as an additional insured in the amount set forth herein.

CONDITION OF PROPERTY

The premises are leased in an "as is" condition. The **LANDLORD** shall have no obligation to make any repairs or improvements to the subject premises during the term of the Lease Agreement, unless the premises are damaged by **LANDLORD'S** employees or agents at which time it would be the **LANDLORD'S** responsibility to make those repairs. **TENANTS**, however, agree that the **LANDLORD** and the **LANDLORD'S** agents, employees or other representatives shall have the right to enter into and upon said premises or any part thereof at all reasonable hours for the purposes of examining same and at their option making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

MAINTENANCE/CARE OF THE PROPERTY

The **TENANTS** agree to maintain the property in as good condition as at the start of the lease, except for ordinary wear and tear. The **TENANTS** shall take good care of the premises which shall be defined for purposes of this lease to be that portion of Block 51.01 Lot 18 including the football field, concession facility, shed and club house and any bathroom facilities. **TENANTS** shall be responsible for the operation and maintenance of the field lights and irrigation system (which shall include winterization) **TENANTS** shall also be responsible for routine bathroom maintenance. The **TENANTS** will pay for repairs, replacements and/or damages caused by the

act or neglect of the **TENANTS** or of **TENANTS'** visitors, employees or invitees. **LANDLORD** will pay for all repairs, replacement and/or damages caused by the act or neglect of the **LANDLORD** or the **LANDLORD'S** visitors, employees or invitees. The **TENANTS** will remove all the **TENANTS'** property at the termination of the Lease. Any property that is left becomes the property of the **LANDLORD** and may be disposed of by the **LANDLORD**. **TENANTS** shall have discretion to close the fields due to weather or other adverse conditions.

SIGNS

The **TENANTS** shall not place or allow to be placed any signs of any kind upon, in or about the premises or any part thereof except of a design and structure and in such places as may be indicated and consented to by the **LANDLORD**. Notwithstanding this provision, **LANDLORD** agrees to allow **TENANTS** to place advertising signs within the boundaries of the football complex for the purpose of raising revenue to operate the premises and facility for the residents of Howell Township, subject to prior approval of the Township.

CAPITAL IMPROVEMENTS

Any and all capital improvements made to the premises which are the subject of this Lease shall remain the property of the **LANDLORD** at such time as the Lease is terminated.

GENERAL PERFORMANCE REQUIREMENTS

(a) The **TENANTS** shall obtain all necessary permits and shall comply with all applicable ordinances, regulations and governmental administrative codes, including but not limited to those required for the preparation, storage and sale of all food items that may be conducted by the **TENANTS** upon the premises. The following approvals may be required:

1. Certificate of Fire Inspection: This would include a complete inspection of the facility including items such as the following but not limited to:
 - a. Fire suppression system service certificate;
 - b. Cooking hood cleaning certificate;
 - c. Fire extinguisher maintenance;
 - d. Updated permit application/certificate posted;
2. Current emergency contacts for representatives of **HPW and HAYFC**;
3. Access to any building/facility for fire inspection during regular business hours;

**Please note that a certificate of fire inspection is only issued after all violations of the New Jersey Fire Code are corrected/abated. Therefore, advanced planning must be done to have inspections and re-inspections completed prior to opening day.*

4. Board of Health approval for cooking/food handling; and
5. Insurance Certificates.

(b) The **TENANTS** shall be responsible for the costs of any and all utilities used in connection with this Lease Agreement and in accordance with the terms and conditions set forth in the Memorandum of Understanding attached hereto.

(c) The **TENANTS** shall be responsible for maintaining those areas related to the property and defined in this lease agreement during the term of the within lease.

(d) The **TENANTS** shall have the sole responsibility to maintain the concession facility in a clean and sanitary condition and shall be responsible for the collection, storage and removal of all garbage and trash generated by, or resulting from, the **TENANTS'** use of the premises. The **TENANTS** will comply with all garbage collection and recycling regulations of the **LANDLORD** and with the direction of all authorized Township Officials regarding the operation of the facility.

UTILITIES AND TAXES

Except as provided hereinabove, the **LANDLORD** shall pay when due all charges for domestic water, taxes, and sewer which are or may be assessed or imposed upon the leased premises or any improvements thereon or which are or may be charged to the **LANDLORD** by the suppliers thereof during the term of this lease. **TENANTS** shall be responsible for all electric costs associated with lighting of fields and concession stand. In the event the **TENANTS** determines irrigation of the field is necessary, **TENANTS** shall be responsible for the cost of such irrigation and shall be billed in accordance with the water billing cycle in the event the water bill is not in the **TENANT'S** name(s).

CONDEMNATION/EMINENT DOMAIN

If the land and premises leased herein or of which the leased premises are a part or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit, or other action shall be instituted for the taking or condemnation thereof, or if, in lieu of any formal condemnation proceedings or actions, the **LANDLORD** shall grant an option to purchase and/or shall sell and convey the said premises or any portion thereof, to a governmental or other public authority, agency, body, or public utility seeking to take said land and premises or any portion thereof, then this lease, at the option of the **LANDLORD**, with the agreement of the **TENANTS** shall terminate the term hereof shall end as of such date as the **LANDLORD** shall fix by notice in writing. Provided **TENANTS** participate in the condemnation proceedings, asserts its claims and proves its damages, **TENANTS** shall have the right to be reimbursed to the extent of the value of capital improvements installed by **TENANTS** during the lease, and any and all other damages sustained by **TENANTS**. The **TENANTS** agree to execute and deliver any instruments, at the expense of the **LANDLORD**, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and premises or any portion thereof. The **TENANTS** covenant and agree

to vacate the said premises, remove all personal property therefrom and deliver up peaceable possession thereof to the **LANDLORD** or to such other party designated by the **LANDLORD**.

SEVERABILITY

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ENTIRE AGREEMENT

This Lease contains the entire agreement between **LANDLORD** and **TENANTS**. No representative, agent or employee of the **LANDLORD** has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the **LANDLORD** and the **TENANTS**. This lease shall be binding on the parties hereto and their successors and assigns.

NOTICES

All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by regular and certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

TITLE AND QUIET ENJOYMENT

The **LANDLORD** covenants and represents that the **LANDLORD** is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the **TENANTS**, in paying the rent and performing the conditions and covenants herein contained, shall, and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

ANNUAL REPORT

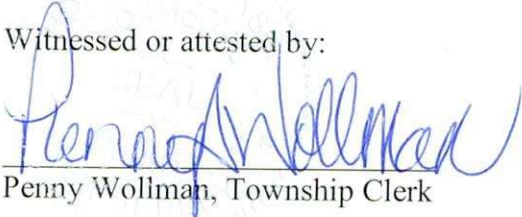
TENANTS shall annually submit to the Recreation Director and Township Clerk, a report setting forth the following information:

1. The use to which the leasehold was put during each year;
2. The appropriate value or cost of such activities;
3. Year-end financial statements; and
4. **TENANTS** represents that each is a tax exempt non-profit corporation pursuant to both state and federal law and each will supply the necessary proof of the

continuance of such status during the term of this lease.

IN WITNESS WHEREOF, the **TOWNSHIP OF HOWELL** has caused this Lease to be executed by its Mayor, attested by its Clerk, and its seal affixed, and **HOWELL AMERICAN YOUTH FOOTBALL** and **CHEER HOWELL POP WARNER FOOTBALL AND CHEER** has caused these presents to be executed by its President, attested to by its Secretary the day and year first above written.

Witnessed or attested by:


Penny Wollman, Township Clerk

Township of Howell

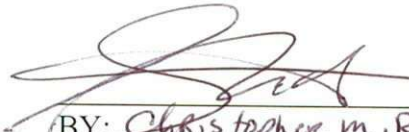

Theresa Berger, Mayor

Howell American Youth Football And Cheer

Howell Pop Warner Football And Cheer

BY: _____

TITLE: _____


BY: Christopher M. Roselli
TITLE: President

Witness or attested by:

Witness or attested by:



MARGARITA LLAMAS

Notary Public - State of New York

No. 01LL6326807

Qualified in New York County

My Commission Expires June 22, 2023

SCHEDULE A



SCHEDULE B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this _____ day of _____, 2019 between **HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (Hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER** (hereinafter "**HPW**") a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, relative to the Lease Agreement with Howell and Township and the aforementioned parties for use of a portion of Block 51.01 Lot 18 and for use and maintenance of Bear Swamp fields 1-14 located on Block 51 Lots 41.01, 42, and 42.02.

PURPOSE

The purpose of this Memorandum of Understanding is to establish the responsibilities, duties and obligations of each party mentioned above with respect to the use of Bear Swamp Fields 1-14 (HAYFC to use fields 1-6 and HPW to use fields 7-14) and use of the premises identified in the Lease Agreement with the aforementioned parties and the Township of Howell relative that portion of the property located on Block 51.01 Lot 18.

UNDERSTANDING

1. Each organization's treasurer shall maintain a \$2500 escrow/trust account-statements to be exchanged annually.
2. **HPW** will maintain its current office and equipment room in the clubhouse. A copy of the floor plan to be provided to **HAYFC**
3. **HAYFC** will occupy those presently unoccupied offices and equipment rooms within the Field Club House for its own use.
4. Each party may maintain their own locks to any offices or equipment rooms, with copies of keys being given to the Director of Public Works of the Township of Howell.
5. Common area within the clubhouse will be shared by both organizations with **HAYFC** having odd days and **HPW** having even days.
6. **HPW** will use common area 2nd Tuesday of every month for board meetings.
7. **HAYFC** will use common area 2nd Thursday of every month for board meetings.

8. For the month of August **HPW** will use the field at football complex for flag and cheer practice. **HAYFC** will use Bear Swamp Fields and Purple Park. **A PERMIT IS REQUIRED FOR PURPLE PARK**
9. Beginning September 2019 both organizations will share fields at the football complex on Old Tavern Road for flag and tackle practices which will be organized by both organizations, as to benefit both leagues and will continue throughout the term of the lease.
10. Both **HPW** and **HAYFC** will share the cost of cable & internet, utilities, field maintenance, and any other expenses which may arise to maintain the football complex 50/50 regardless of the amount of use by either organization, damages included. Any damage to complex, regardless of fault by either organization, any cost to repair damage shall be shared equally.
11. **HPW** will pay the JCPL bill, in full, for field and snack stand for the month of August only. JCPL bill for the other buildings and all other expenses will be shared equally- a copy of the bill will be provided to each organization in the event the bill is only in the name of one organization. Every effort will be made to have the JCP&L bill in the name of both organizations.
12. For the months of November and December, if both organizations continue through the playoffs the 50/50 arrangement shall remain in place. However, if only one organization continues on to the playoffs, that organization shall be responsible to pay the JCPL utility bill for the month(s) they are the sole user of that field. The 50/50 split for all other JCPL building costs and all other maintenance will continue to be shared.
13. Snack Stand- Any concession operations must be placed out to bid by the Township of Howell in accordance with the local government contracts law and local public buildings law. However, in the event the organizations wish to operate the concession stand as **HPW** or **HAYFC**, it may do at their sole expense and on the designated days. The maintenance cost to maintain snack stand and repairs shall be shared equally by to be split 50/50 between **HPW & HAYFC**
14. Field to be maintained by a vendor, the cost of which shall be split equally. Field to be cut every week as close to game day as possible. Field will be fertilized according to scheduled program. Outside field to be cut every week. No fertilizer for outside field grass. Organizations must submit a MSDS to the Department of Public Works each season.
15. Football Field will have an H painted at mid-field for Howell
16. **HPW** will utilize its own sleds, chutes and pads. **HPW** will provide its own field markers and pads for its home games
17. **HPW** will use its own paint machine and supply its own paint for **HPW** home games

18. **HAYFC** will utilize its own sleds, chutes and pads. **HAYFC** will provide its own field markers and pads for its home games.
19. **HAYFC** will use its own paint machine and supply its own paint for **HAYFC** home games
20. **HPW** will maintain the clothing shed that it currently uses
21. **HAYFC** may obtain a shed, but must first secure the appropriate permits and the shed will be provided at **HAYFC** sole cost.
22. **HAYFC** can add name and logo to sign in parking lot subject to approval by the organization that owns the sign.
23. Both organizations agree to operate schedule on alternating weekends for home field use for each organization and schedules will also be arranged with Jersey Shore Football Commissioners
24. Both organizations to have proper insurance policy endorsements in accordance with the lease agreement.
25. Both organizations agree to have treasurers work together to ensure all costs are shared equally.
26. Future events such as Pep Rallies and Fun Days shall be agreed upon by both organizations.

MODIFICATION

No modification or amendment of this Memorandum will be enforceable unless it is in writing and signed by both parties hereto.

SEVERABILITY

Should any provision of this Memorandum be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

ATTESTATION

Representatives from both organizations represent and warrant that he/she has carefully read each and every provision of this Memorandum of Understanding and that each authorized individual understands all of the terms and conditions contained in each provision of this Memorandum and has relayed same to each organization and is further authorized to execute the Memorandum of Understanding on behalf each individuals respective organization.

This MOU shall be effective for the term of the lease agreement between the respective parties and the Township of Howell. The parties sign this MOU as of the date and year set forth above and by signing below, the parties are confirming their intent to be legally bound by the terms set forth herein.

By: 
Christopher M. Kozel, Howell Pop Warner President

ATTESTED BY:

By: _____

By: _____

David Doyle, Howell American Youth Football and Cheer President

ATTESTED BY:

By: _____

**LEASE AGREEMENT BETWEEN TOWNSHIP OF HOWELL AND HOWELL
AMERICAN YOUTH FOOTBALL AND CHEER HOWELL POP WARNER**

THIS LEASE is made this 11 day of June, 2019 between the **TENANTS, HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER (hereinafter "HPW")** a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, collectively referred to as the "**TENANTS**", and the **LANDLORD, TOWNSHIP OF HOWELL (hereinafter "LANDLORD")**, County of Monmouth, a municipal corporation of the State of New Jersey, whose address is 4567 Route 9 North, Howell, New Jersey 07731, now, for and in consideration of the mutual covenants herein expressed, the parties mutually agree as follows:

PROPERTY

The **TENANTS** agree to rent from the **LANDLORD** and the **LANDLORD** agrees to lease to the **TENANTS** the property known as that portion of Block 51.01 Lot 18, located along Old Tavern Road, in the Township of Howell, County of Monmouth, State of New Jersey 07731, which property is more fully depicted on the attached **Schedule "A"**, which is incorporated herein by reference as though more fully set forth at length. More specifically, that portion of Block 51.01 Lot 18 consisting of the football game field, shed, concession stand and field club house.

NON- EXCLUSIVE USE

The use of the property by the **TENANTS** shall be on a non-exclusive basis, said property being property owned by the Township of Howell. However, **TENANTS** shall have primary use of the football field, storage facility, concession building, and club house during the normal course of the Football Season, August 1st through December 31st of a given year. The **LANDLORD** reserves the right to allow other entities/organizations or individuals to utilize the property only when the **TENANTS** are not actively using the football field complex as depicted in Schedule A, the object being that other individuals, organizations and entities may utilize the premises in an unobtrusive manner that property not contemporaneously being used by **TENANTS**. It is understood and agreed that any entity or organization using the fields other than the **TENANTS** shall pay the requisite field usage fees to the Township of Howell in accordance with Chapter 139 of the Revised General Ordinances, shall obtain the necessary permits from Department of Public Works, and shall submit proof of insurance to the Department of Public Works, naming the Township as an additional insured, prior to the use of the field.

On August 1st of each year, **TENANTS** shall provide to the **LANDLORD** a schedule of games and maintenance times for the year so that **LANDLORD** is able to delineate when the fields may be available and open to the public. **LANDLORD** and **TENANTS** shall not permit third-party activities which would have a detrimental impact upon the lands and premises.

LANDLORD agrees to provide reasonable written notice to **TENANTS** prior to the use of the facilities and/or premises being used by third-party organizations.

TERM

The term of this Lease shall be for five (5) years, starting on August 1, 2019 and ending on July 31, 2024. **TENANTS** and **LANDLORD** shall review the lease annually and address any issues relative to the use of the property, problems with the property, cost of maintaining the property, insurance and any requests made by either party to this agreement for improvements. **LANDLORD** shall have the right, in its sole discretion, to terminate the within lease and gain possession of the premises at any time by providing thirty (30) days written notice of the exercise of this right to **TENANTS** by certified mail, return receipt requested at the address indicated in this lease agreement, regular mail, electronic mail or facsimile. Further, **LANDLORD** shall have the right, in its sole discretion, to temporarily use the leased premises, or any part thereof, for any public purpose. In such event, the Township Clerk shall provide two weeks' written notice to the **TENANTS**, and **TENANTS** shall make the premises available in accordance with the instructions thereby given. Furthermore, **LANDLORD** retains the authority to enter into and upon the premises at any time and undertake any such actions as are necessary in the event of an emergency.

CONSIDERATION

In lieu of monetary payments to **LANDLORD**, the **TENANTS** agree to the terms and conditions set forth herein relative to the care, maintenance and responsibilities for the premises described herein and further agree to maintain Bear Swamp fields 1-14 during the time period in which they use same and in accordance with the terms and conditions set forth in Schedule B Memorandum of Understanding.

USE OF PROPERTY

The **TENANTS** shall use the property for the purpose of providing recreational services to the residents of the Township of Howell and surrounding communities by operating and supervising Howell Pop Warner and Howell American Youth Football and Cheer.

LAWS

The subject lands and premises are leased subject to all federal laws, statutes and regulations, New Jersey state laws, statutes and regulations and, all municipal ordinances, affecting the use thereof.

SUBLET/ASSIGNMENT

The **TENANTS** shall not, without the written consent of the **LANDLORD**, sublet, assign, mortgage, or hypothecate this lease. Subletting shall not interfere with **LANDLORD's** use of fields or parking lot and the requisite permits and proof of insurance, naming the Township as an additional insured, must be presented to the Township Department of Public Works and any

and all field usage fees are paid to the Township prior to the use of the fields. Field usage fees are set forth in Chapter 139 of the Revised General ordinances of the Township of Howell.

SITE PLAN APPROVAL

All improvements to be placed upon the property shall be approved and consented to by the Township Council of the Township of Howell and any appropriate reviewing Board. The **TENANTS** shall be responsible for obtaining any and all necessary site plan approvals for the construction of any structures located upon the property and use of the fields for recreational purposes. All cost of construction and maintenance of the improvements to be constructed by the **TENANTS** upon the property shall be at the sole cost and expense of the **TENANTS**. Any and all permanent improvements, fixtures or structures shall belong to **LANDLORD** upon completion of same. **TENANTS** are responsible for payment of any and all permit fees other than Township permit fees.

DEFAULT

If default is made in the performance of any of the conditions and covenants contained herein, or if during the term hereof, the premises shall become abandoned or deserted, the relationship of **LANDLORD** and **TENANTS** shall cease and terminate and the either party may proceed to any remedies permitted by law.

INDEMNIFICATION/INSURANCE

(a)**TENANTS** shall not be responsible for any claims for damages resulting from the negligence of the **LANDLORD**. **LANDLORD** shall save, hold and keep harmless and indemnify the **TENANTS** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **LANDLORD** for the **LANDLORD**'s agents employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **LANDLORD** and the conduct of the **LANDLORD**'s operations or activities on the premises. This provision is not intended to be a waiver of any available defense **LANDLORD** may have to any sort of claim including, without limitation, those available under Title 59 of the New Jersey Statutes Annotated, any other federal or state statutes, rules, or regulations, common law, case law or the like.

LANDLORD shall not be responsible for any claims for damages resulting from actions of the **TENANTS**. **TENANTS** shall save, hold and keep harmless and indemnify the **LANDLORD** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **TENANTS** for the **TENANTS**' agents, players, participants, employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **TENANTS** and the conduct of the **TENANTS**' operations or activities on the premises. The **TENANTS** shall not be liable for any damage or injury which may be sustained by the **TENANTS** or any other person as a consequence of the failure, breakage, leakage or obstruction of the water or sewer

pipes (unless such failure, breakage, leakage or obstruction of the water or sewer pipes is caused by **TENANTS**), or by reason of the elements.

(b) **TENANTS** shall, at their own cost and expense, each secure and furnish liability insurance in the minimum amount of \$1,000,000.00 for personal injury and \$100,000.00 for property damage, designating the Township of Howell as an additional insured, and shall maintain the same during the term of the Lease Agreement. **TENANTS** shall be required to maintain statutory workers compensation insurance coverage for all its employees. Copies of Certificates of Insurance with respect to the aforementioned shall be supplied to the Department of Public Works and the Township Clerk prior to commencement of the Lease Agreement. **TENANTS** shall provide its own comprehensive insurance with respect to **TENANTS'** real property improvements and personal property being constructed and/or placed upon the property. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and/or through the municipal self-insurance. **LANDLORD** shall not be responsible for obtaining and maintaining said insurance during the term of the Lease Agreement.

Nothing contained herein shall require the **TENANTS** to provide liability insurance for any act or omission of **LANDLORD** or **LANDLORD'S** agent's employees, guests, licensees, invitees sublessee's, assigns or successors and nothing contained herein shall place liability for such acts or omissions on **TENANTS**. **LANDLORD** shall provide evidence to **TENANTS** of insurance covering **LANDLORD'S** operations on the premises.

In the event that **TENANTS** retain the services of any independent contractor relative to recreation activities, **TENANTS** shall provide the Township Department of Public Works and the Township Clerk with a Certificate of Insurance from such independent contractor(s) naming Howell Township as an additional insured in the amount set forth herein.

CONDITION OF PROPERTY

The premises are leased in an "as is" condition. The **LANDLORD** shall have no obligation to make any repairs or improvements to the subject premises during the term of the Lease Agreement, unless the premises are damaged by **LANDLORD'S** employees or agents at which time it would be the **LANDLORD'S** responsibility to make those repairs. **TENANTS**, however, agree that the **LANDLORD** and the **LANDLORD'S** agents, employees or other representatives shall have the right to enter into and upon said premises or any part thereof at all reasonable hours for the purposes of examining same and at their option making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

MAINTENANCE/CARE OF THE PROPERTY

The **TENANTS** agree to maintain the property in as good condition as at the start of the lease, except for ordinary wear and tear. The **TENANTS** shall take good care of the premises which shall be defined for purposes of this lease to be that portion of Block 51.01 Lot 18 including the football field, concession facility, shed and club house and any bathroom facilities. **TENANTS** shall be responsible for the operation and maintenance of the field lights and irrigation system (which shall include winterization) **TENANTS** shall also be responsible for routine bathroom maintenance. The **TENANTS** will pay for repairs, replacements and/or damages caused by the

act or neglect of the **TENANTS** or of **TENANTS'** visitors, employees or invitees. **LANDLORD** will pay for all repairs, replacement and/or damages caused by the act or neglect of the **LANDLORD** or the **LANDLORD'S** visitors, employees or invitees. The **TENANTS** will remove all the **TENANTS'** property at the termination of the Lease. Any property that is left becomes the property of the **LANDLORD** and may be disposed of by the **LANDLORD**. **TENANTS** shall have discretion to close the fields due to weather or other adverse conditions.

SIGNS

The **TENANTS** shall not place or allow to be placed any signs of any kind upon, in or about the premises or any part thereof except of a design and structure and in such places as may be indicated and consented to by the **LANDLORD**. Notwithstanding this provision, **LANDLORD** agrees to allow **TENANTS** to place advertising signs within the boundaries of the football complex for the purpose of raising revenue to operate the premises and facility for the residents of Howell Township, subject to prior approval of the Township.

CAPITAL IMPROVEMENTS

Any and all capital improvements made to the premises which are the subject of this Lease shall remain the property of the **LANDLORD** at such time as the Lease is terminated.

GENERAL PERFORMANCE REQUIREMENTS

(a) The **TENANTS** shall obtain all necessary permits and shall comply with all applicable ordinances, regulations and governmental administrative codes, including but not limited to those required for the preparation, storage and sale of all food items that may be conducted by the **TENANTS** upon the premises. The following approvals may be required:

1. Certificate of Fire Inspection: This would include a complete inspection of the facility including items such as the following but not limited to:
 - a. Fire suppression system service certificate;
 - b. Cooking hood cleaning certificate;
 - c. Fire extinguisher maintenance;
 - d. Updated permit application/certificate posted;
2. Current emergency contacts for representatives of **HPW and HAYFC**;
3. Access to any building/facility for fire inspection during regular business hours;

**Please note that a certificate of fire inspection is only issued after all violations of the New Jersey Fire Code are corrected/abated. Therefore, advanced planning must be done to have inspections and re-inspections completed prior to opening day.*

4. Board of Health approval for cooking/food handling; and
5. Insurance Certificates.

(b) The **TENANTS** shall be responsible for the costs of any and all utilities used in connection with this Lease Agreement and in accordance with the terms and conditions set forth in the Memorandum of Understanding attached hereto.

(c) The **TENANTS** shall be responsible for maintaining those areas related to the property and defined in this lease agreement during the term of the within lease.

(d) The **TENANTS** shall have the sole responsibility to maintain the concession facility in a clean and sanitary condition and shall be responsible for the collection, storage and removal of all garbage and trash generated by, or resulting from, the **TENANTS'** use of the premises. The **TENANTS** will comply with all garbage collection and recycling regulations of the **LANDLORD** and with the direction of all authorized Township Officials regarding the operation of the facility.

UTILITIES AND TAXES

Except as provided hereinabove, the **LANDLORD** shall pay when due all charges for domestic water, taxes, and sewer which are or may be assessed or imposed upon the leased premises or any improvements thereon or which are or may be charged to the **LANDLORD** by the suppliers thereof during the term of this lease. **TENANTS** shall be responsible for all electric costs associated with lighting of fields and concession stand. In the event the **TENANTS** determines irrigation of the field is necessary, **TENANTS** shall be responsible for the cost of such irrigation and shall be billed in accordance with the water billing cycle in the event the water bill is not in the **TENANT'S** name(s).

CONDEMNATION/EMINENT DOMAIN

If the land and premises leased herein or of which the leased premises are a part or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit, or other action shall be instituted for the taking or condemnation thereof, or if, in lieu of any formal condemnation proceedings or actions, the **LANDLORD** shall grant an option to purchase and/or shall sell and convey the said premises or any portion thereof, to a governmental or other public authority, agency, body, or public utility seeking to take said land and premises or any portion thereof, then this lease, at the option of the **LANDLORD**, with the agreement of the **TENANTS** shall terminate the term hereof shall end as of such date as the **LANDLORD** shall fix by notice in writing. Provided **TENANTS** participate in the condemnation proceedings, asserts its claims and proves its damages, **TENANTS** shall have the right to be reimbursed to the extent of the value of capital improvements installed by **TENANTS** during the lease, and any and all other damages sustained by **TENANTS**. The **TENANTS** agree to execute and deliver any instruments, at the expense of the **LANDLORD**, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and premises or any portion thereof. The **TENANTS** covenant and agree

to vacate the said premises, remove all personal property therefrom and deliver up peaceable possession thereof to the **LANDLORD** or to such other party designated by the **LANDLORD**.

SEVERABILITY

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ENTIRE AGREEMENT

This Lease contains the entire agreement between **LANDLORD** and **TENANTS**. No representative, agent or employee of the **LANDLORD** has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the **LANDLORD** and the **TENANTS**. This lease shall be binding on the parties hereto and their successors and assigns.

NOTICES

All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by regular and certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

TITLE AND QUIET ENJOYMENT

The **LANDLORD** covenants and represents that the **LANDLORD** is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the **TENANTS**, in paying the rent and performing the conditions and covenants herein contained, shall, and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

ANNUAL REPORT

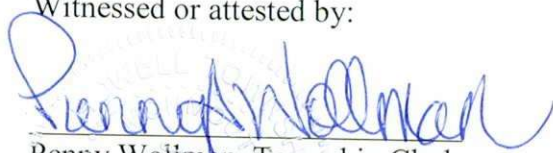
TENANTS shall annually submit to the Recreation Director and Township Clerk, a report setting forth the following information:

1. The use to which the leasehold was put during each year;
2. The appropriate value or cost of such activities;
3. Year-end financial statements; and
4. **TENANTS** represents that each is a tax exempt non-profit corporation pursuant to both state and federal law and each will supply the necessary proof of the

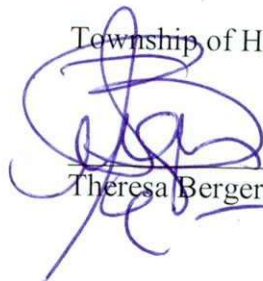
continuance of such status during the term of this lease.

IN WITNESS WHEREOF, the **TOWNSHIP OF HOWELL** has caused this Lease to be executed by its Mayor, attested by its Clerk, and its seal affixed, and **HOWELL AMERICAN YOUTH FOOTBALL** and **CHEER HOWELL POP WARNER FOOTBALL AND CHEER** has caused these presents to be executed by its President, attested to by its Secretary the day and year first above written.

Witnessed or attested by:


Penny Woliman, Township Clerk

Township of Howell


Theresa Berger, Mayor

Howell American Youth Football And Cheer

Howell Pop Warner Football And Cheer

BY: _____

TITLE: _____

BY: _____

TITLE: _____

Witness or attested by:

Witness or attested by:

SCHEDULE A



SCHEDULE B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this _____ day of _____, 2019 between **HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (Hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER** (hereinafter "**HPW**") a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, relative to the Lease Agreement with Howell and Township and the aforementioned parties for use of a portion of Block 51.01 Lot 18 and for use and maintenance of Bear Swamp fields 1-14 located on Block 51 Lots 41.01, 42, and 42.02.

PURPOSE

The purpose of this Memorandum of Understanding is to establish the responsibilities, duties and obligations of each party mentioned above with respect to the use of Bear Swamp Fields 1-14 (HAYFC to use fields 1-6 and HPW to use fields 7-14) and use of the premises identified in the Lease Agreement with the aforementioned parties and the Township of Howell relative that portion of the property located on Block 51.01 Lot 18.

UNDERSTANDING

1. Each organization's treasurer shall maintain a \$2500 escrow/trust account-statements to be exchanged annually.
2. **HPW** will maintain its current office and equipment room in the clubhouse. A copy of the floor plan to be provided to **HAYFC**
3. **HAYFC** will occupy those presently unoccupied offices and equipment rooms within the Field Club House for its own use.
4. Each party may maintain their own locks to any offices or equipment rooms, with copies of keys being given to the Director of Public Works of the Township of Howell.
5. Common area within the clubhouse will be shared by both organizations with **HAYFC** having odd days and **HPW** having even days.
6. **HPW** will use common area 2nd Tuesday of every month for board meetings.
7. **HAYFC** will use common area 2nd Thursday of every month for board meetings.

8. For the month of August **HPW** will use the field at football complex for flag and cheer practice. **HAYFC** will use Bear Swamp Fields and Purple Park. **A PERMIT IS REQUIRED FOR PURPLE PARK**
9. Beginning September 2019 both organizations will share fields at the football complex on Old Tavern Road for flag and tackle practices which will be organized by both organizations, as to benefit both leagues and will continue throughout the term of the lease.
10. Both **HPW** and **HAYFC** will share the cost of cable & internet, utilities, field maintenance, and any other expenses which may arise to maintain the football complex 50/50 regardless of the amount of use by either organization, damages included. Any damage to complex, regardless of fault by either organization, any cost to repair damage shall be shared equally.
11. **HPW** will pay the JCPL bill, in full, for field and snack stand for the month of August only. JCPL bill for the other buildings and all other expenses will be shared equally- a copy of the bill will be provided to each organization in the event the bill is only in the name of one organization. Every effort will be made to have the JCP&L bill in the name of both organizations.
12. For the months of November and December, if both organizations continue through the playoffs the 50/50 arrangement shall remain in place. However, if only one organization continues on to the playoffs, that organization shall be responsible to pay the JCPL utility bill for the month(s) they are the sole user of that field. The 50/50 split for all other JCPL building costs and all other maintenance will continue to be shared.
13. Snack Stand- Any concession operations must be placed out to bid by the Township of Howell in accordance with the local government contracts law and local public buildings law. However, in the event the organizations wish to operate the concession stand as **HPW** or **HAYFC**, it may do at their sole expense and on the designated days. The maintenance cost to maintain snack stand and repairs shall be shared equally by to be split 50/50 between **HPW & HAYFC**
14. Field to be maintained by a vendor, the cost of which shall be split equally. Field to be cut every week as close to game day as possible. Field will be fertilized according to scheduled program. Outside field to be cut every week. No fertilizer for outside field grass. Organizations must submit a MSDS to the Department of Public Works each season.
15. Football Field will have an H painted at mid-field for Howell
16. **HPW** will utilize its own sleds, chutes and pads. **HPW** will provide its own field markers and pads for its home games
17. **HPW** will use its own paint machine and supply its own paint for **HPW** home games

18. **HAYFC** will utilize its own sleds, chutes and pads. **HAYFC** will provide its own field markers and pads for its home games.
19. **HAYFC** will use its own paint machine and supply its own paint for **HAYFC** home games
20. **HPW** will maintain the clothing shed that it currently uses
21. **HAYFC** may obtain a shed, but must first secure the appropriate permits and the shed will be provided at **HAYFC** sole cost.
22. **HAYFC** can add name and logo to sign in parking lot subject to approval by the organization that owns the sign.
23. Both organizations agree to operate schedule on alternating weekends for home field use for each organization and schedules will also be arranged with Jersey Shore Football Commissioners
24. Both organizations to have proper insurance policy endorsements in accordance with the lease agreement.
25. Both organizations agree to have treasurers work together to ensure all costs are shared equally.
26. Future events such as Pep Rallies and Fun Days shall be agreed upon by both organizations.

MODIFICATION

No modification or amendment of this Memorandum will be enforceable unless it is in writing and signed by both parties hereto.

SEVERABILITY

Should any provision of this Memorandum be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

ATTESTATION

Representatives from both organizations represent and warrant that he/she has carefully read each and every provision of this Memorandum of Understanding and that each authorized individual understands all of the terms and conditions contained in each provision of this Memorandum and has relayed same to each organization and is further authorized to execute the Memorandum of Understanding on behalf each individuals respective organization.

This MOU shall be effective for the term of the lease agreement between the respective parties and the Township of Howell. The parties sign this MOU as of the date and year set forth above and by signing below, the parties are confirming their intent to be legally bound by the terms set forth herein.

By: _____

, Howell Pop Warner President

ATTESTED BY:

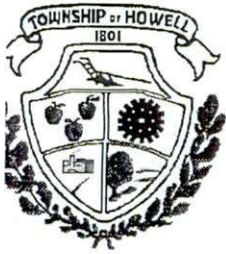
By: _____

By: _____

David Doyle, Howell American Youth Football and Cheer President

ATTESTED BY:

By: _____



TOWNSHIP OF HOWELL

4567 Route 9 North
Post Office Box 580
Howell, NJ 07731-0580

(732) 938-4500
FAX (732) 414-3232
Website: www.twp.howell.nj.us

June 12, 2019

Howell Pop Warner
PO Box 183
Howell, NJ 07731

Howell American Youth Football
PO Box 25
Howell, NJ 07731

RE: Authorize Renewal of a Lease Agreement between the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer for a portion of property at Block 51.01, Lot 18, Old Tavern Road

To Whom it May Concern:

Enclosed you will find a certified copy of the Resolution adopted by the Township Council at their meeting of June 11, 2019. This Resolution renews the Lease Agreement between the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer for a portion of property at Block 51.01, Lot 18, Old Tavern Road. Please sign and send a copy back to my office.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Penny A. Wollman
Township Clerk
Township of Howell

attachment

cc: Brian Geoghegan, Township Manager
Joseph Clark, Township Attorney
Paul Novell, Public Works Director
Lou Palazzo, Chief Financial Officer

Mr. Bonevich offered the following resolution, seconded by Ms. Richmond.

Resolution No: R-19-191

RESOLUTION

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE TOWNSHIP OF HOWELL AND HOWELL POP WARNER AND HOWELL AMERICAN YOUTH FOOTBALL AND CHEER.

WHEREAS, the Township of Howell desires to enter in to a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for a portion of those certain premises located at Block 51.01 Lot 18 on Old Tavern Road, and as depicted on **Schedule A** attached to the proposed Lease Agreement; and

WHEREAS, the proposed lease agreement sets forth the terms and conditions of said lease as it applies to the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer and shall be a for a term of five (5) years; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide the Department of Public Works with a proposed schedule on an annual basis, a copy of the MSDS for all maintenance relative to the field and copies of all certificates of insurance naming the Township of Howell as an additional insured; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide to the CFO of the Township of Howell and the Department of Public Works its annual audit statements;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Howell as follows:

1. That the governing body authorizes the Mayor to execute a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for that portion of Block 51.01 Lot 18 on Old Tavern Road and as further reflected in **Schedule A** of the proposed Lease Agreement.

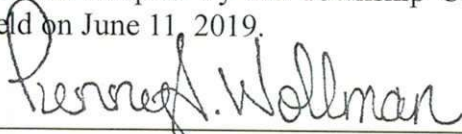
2. A copy of the executed Lease Agreement, along with **Schedule A**, shall be forwarded to the following:

1. Township Manager and Township Attorney
2. Howell Pop Warner and Howell American Youth Football and Cheer
3. Township of Howell Department of Public Works
4. Chief Financial Officer of Howell Township

VOTE:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>DISQUALIFY</u>
Mr. Bonevich	X				
Ms. Richmond	X				
Mr. Russo	X				
Mrs. O'Donnell	X				
Mayor Berger	X				

This is to certify that the foregoing Resolution was adopted by the Township Council of the Township of Howell during a regular meeting held on June 11, 2019.



PENNY WOLLMAN, TOWNSHIP CLERK

**LEASE AGREEMENT BETWEEN TOWNSHIP OF HOWELL AND HOWELL
AMERICAN YOUTH FOOTBALL AND CHEER HOWELL POP WARNER**

THIS LEASE is made this 11 day of June, 2019 between the **TENANTS, HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER (hereinafter "HPW")** a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, collectively referred to as the "**TENANTS**", and the **LANDLORD, TOWNSHIP OF HOWELL (hereinafter "LANDLORD")**, County of Monmouth, a municipal corporation of the State of New Jersey, whose address is 4567 Route 9 North, Howell, New Jersey 07731, now, for and in consideration of the mutual covenants herein expressed, the parties mutually agree as follows:

PROPERTY

The **TENANTS** agree to rent from the **LANDLORD** and the **LANDLORD** agrees to lease to the **TENANTS** the property known as that portion of Block 51.01 Lot 18, located along Old Tavern Road, in the Township of Howell, County of Monmouth, State of New Jersey 07731, which property is more fully depicted on the attached **Schedule "A"**, which is incorporated herein by reference as though more fully set forth at length. More specifically, that portion of Block 51.01 Lot 18 consisting of the football game field, shed, concession stand and field club house.

NON- EXCLUSIVE USE

The use of the property by the **TENANTS** shall be on a non-exclusive basis, said property being property owned by the Township of Howell. However, **TENANTS** shall have primary use of the football field, storage facility, concession building, and club house during the normal course of the Football Season, August 1st through December 31st of a given year. The **LANDLORD** reserves the right to allow other entities/organizations or individuals to utilize the property only when the **TENANTS** are not actively using the football field complex as depicted in Schedule A, the object being that other individuals, organizations and entities may utilize the premises in an unobtrusive manner that property not contemporaneously being used by **TENANTS**. It is understood and agreed that any entity or organization using the fields other than the **TENANTS** shall pay the requisite field usage fees to the Township of Howell in accordance with Chapter 139 of the Revised General Ordinances, shall obtain the necessary permits from Department of Public Works, and shall submit proof of insurance to the Department of Public Works, naming the Township as an additional insured, prior to the use of the field.

On August 1st of each year, **TENANTS** shall provide to the **LANDLORD** a schedule of games and maintenance times for the year so that **LANDLORD** is able to delineate when the fields may be available and open to the public. **LANDLORD** and **TENANTS** shall not permit third-party activities which would have a detrimental impact upon the lands and premises.

LANDLORD agrees to provide reasonable written notice to **TENANTS** prior to the use of the facilities and/or premises being used by third-party organizations.

TERM

The term of this Lease shall be for five (5) years, starting on August 1, 2019 and ending on July 31, 2024. **TENANTS** and **LANDLORD** shall review the lease annually and address any issues relative to the use of the property, problems with the property, cost of maintaining the property, insurance and any requests made by either party to this agreement for improvements. **LANDLORD** shall have the right, in its sole discretion, to terminate the within lease and gain possession of the premises at any time by providing thirty (30) days written notice of the exercise of this right to **TENANTS** by certified mail, return receipt requested at the address indicated in this lease agreement, regular mail, electronic mail or facsimile. Further, **LANDLORD** shall have the right, in its sole discretion, to temporarily use the leased premises, or any part thereof, for any public purpose. In such event, the Township Clerk shall provide two weeks' written notice to the **TENANTS**, and **TENANTS** shall make the premises available in accordance with the instructions thereby given. Furthermore, **LANDLORD** retains the authority to enter into and upon the premises at any time and undertake any such actions as are necessary in the event of an emergency.

CONSIDERATION

In lieu of monetary payments to **LANDLORD**, the **TENANTS** agree to the terms and conditions set forth herein relative to the care, maintenance and responsibilities for the premises described herein and further agree to maintain Bear Swamp fields 1-14 during the time period in which they use same and in accordance with the terms and conditions set forth in Schedule B Memorandum of Understanding.

USE OF PROPERTY

The **TENANTS** shall use the property for the purpose of providing recreational services to the residents of the Township of Howell and surrounding communities by operating and supervising Howell Pop Warner and Howell American Youth Football and Cheer.

LAWS

The subject lands and premises are leased subject to all federal laws, statutes and regulations, New Jersey state laws, statutes and regulations and, all municipal ordinances, affecting the use thereof.

SUBLET/ASSIGNMENT

The **TENANTS** shall not, without the written consent of the **LANDLORD**, sublet, assign, mortgage, or hypothecate this lease. Subletting shall not interfere with **LANDLORD's** use of fields or parking lot and the requisite permits and proof of insurance, naming the Township as an additional insured, must be presented to the Township Department of Public Works and any

and all field usage fees are paid to the Township prior to the use of the fields. Field usage fees are set forth in Chapter 139 of the Revised General ordinances of the Township of Howell.

SITE PLAN APPROVAL

All improvements to be placed upon the property shall be approved and consented to by the Township Council of the Township of Howell and any appropriate reviewing Board. The **TENANTS** shall be responsible for obtaining any and all necessary site plan approvals for the construction of any structures located upon the property and use of the fields for recreational purposes. All cost of construction and maintenance of the improvements to be constructed by the **TENANTS** upon the property shall be at the sole cost and expense of the **TENANTS**. Any and all permanent improvements, fixtures or structures shall belong to **LANDLORD** upon completion of same. **TENANTS** are responsible for payment of any and all permit fees other than Township permit fees.

DEFAULT

If default is made in the performance of any of the conditions and covenants contained herein, or if during the term hereof, the premises shall become abandoned or deserted, the relationship of **LANDLORD** and **TENANTS** shall cease and terminate and the either party may proceed to any remedies permitted by law.

INDEMNIFICATION/INSURANCE

(a) **TENANTS** shall not be responsible for any claims for damages resulting from the negligence of the **LANDLORD**. **LANDLORD** shall save, hold and keep harmless and indemnify the **TENANTS** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **LANDLORD** for the **LANDLORD**'s agents employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **LANDLORD** and the conduct of the **LANDLORD**'s operations or activities on the premises. This provision is not intended to be a waiver of any available defense **LANDLORD** may have to any sort of claim including, without limitation, those available under Title 59 of the New Jersey Statutes Annotated, any other federal or state statutes, rules, or regulations, common law, case law or the like.

LANDLORD shall not be responsible for any claims for damages resulting from actions of the **TENANTS**. **TENANTS** shall save, hold and keep harmless and indemnify the **LANDLORD** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **TENANTS** for the **TENANTS**' agents, players, participants, employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **TENANTS** and the conduct of the **TENANTS**' operations or activities on the premises. The **TENANTS** shall not be liable for any damage or injury which may be sustained by the **TENANTS** or any other person as a consequence of the failure, breakage, leakage or obstruction of the water or sewer

pipes (unless such failure, breakage, leakage or obstruction of the water or sewer pipes is caused by **TENANTS**), or by reason of the elements.

(b) **TENANTS** shall, at their own cost and expense, each secure and furnish liability insurance in the minimum amount of \$1,000,000.00 for personal injury and \$100,000.00 for property damage, designating the Township of Howell as an additional insured, and shall maintain the same during the term of the Lease Agreement. **TENANTS** shall be required to maintain statutory workers compensation insurance coverage for all its employees. Copies of Certificates of Insurance with respect to the aforementioned shall be supplied to the Department of Public Works and the Township Clerk prior to commencement of the Lease Agreement. **TENANTS** shall provide its own comprehensive insurance with respect to **TENANTS'** real property improvements and personal property being constructed and/or placed upon the property. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and/or through the municipal self-insurance. **LANDLORD** shall not be responsible for obtaining and maintaining said insurance during the term of the Lease Agreement.

Nothing contained herein shall require the **TENANTS** to provide liability insurance for any act or omission of **LANDLORD** or **LANDLORD's** agent's employees, guests, licensees, invitees, sublessee's, assigns or successors and nothing contained herein shall place liability for such acts or omissions on **TENANTS**. **LANDLORD** shall provide evidence to **TENANTS** of insurance covering **LANDLORD'S** operations on the premises.

In the event that **TENANTS** retain the services of any independent contractor relative to recreation activities, **TENANTS** shall provide the Township Department of Public Works and the Township Clerk with a Certificate of Insurance from such independent contractor(s) naming Howell Township as an additional insured in the amount set forth herein.

CONDITION OF PROPERTY

The premises are leased in an "as is" condition. The **LANDLORD** shall have no obligation to make any repairs or improvements to the subject premises during the term of the Lease Agreement, unless the premises are damaged by **LANDLORD'S** employees or agents at which time it would be the **LANDLORD'S** responsibility to make those repairs. **TENANTS**, however, agree that the **LANDLORD** and the **LANDLORD'S** agents, employees or other representatives shall have the right to enter into and upon said premises or any part thereof at all reasonable hours for the purposes of examining same and at their option making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

MAINTENANCE/CARE OF THE PROPERTY

The **TENANTS** agree to maintain the property in as good condition as at the start of the lease, except for ordinary wear and tear. The **TENANTS** shall take good care of the premises which shall be defined for purposes of this lease to be that portion of Block 51.01 Lot 18 including the football field, concession facility, shed and club house and any bathroom facilities. **TENANTS** shall be responsible for the operation and maintenance of the field lights and irrigation system (which shall include winterization) **TENANTS** shall also be responsible for routine bathroom maintenance. The **TENANTS** will pay for repairs, replacements and/or damages caused by the

act or neglect of the **TENANTS** or of **TENANTS'** visitors, employees or invitees. **LANDLORD** will pay for all repairs, replacement and/or damages caused by the act or neglect of the **LANDLORD** or the **LANDLORD'S** visitors, employees or invitees. The **TENANTS** will remove all the **TENANTS'** property at the termination of the Lease. Any property that is left becomes the property of the **LANDLORD** and may be disposed of by the **LANDLORD**. **TENANTS** shall have discretion to close the fields due to weather or other adverse conditions.

SIGNS

The **TENANTS** shall not place or allow to be placed any signs of any kind upon, in or about the premises or any part thereof except of a design and structure and in such places as may be indicated and consented to by the **LANDLORD**. Notwithstanding this provision, **LANDLORD** agrees to allow **TENANTS** to place advertising signs within the boundaries of the football complex for the purpose of raising revenue to operate the premises and facility for the residents of Howell Township, subject to prior approval of the Township.

CAPITAL IMPROVEMENTS

Any and all capital improvements made to the premises which are the subject of this Lease shall remain the property of the **LANDLORD** at such time as the Lease is terminated.

GENERAL PERFORMANCE REQUIREMENTS

(a) The **TENANTS** shall obtain all necessary permits and shall comply with all applicable ordinances, regulations and governmental administrative codes, including but not limited to those required for the preparation, storage and sale of all food items that may be conducted by the **TENANTS** upon the premises. The following approvals may be required:

1. Certificate of Fire Inspection: This would include a complete inspection of the facility including items such as the following but not limited to:
 - a. Fire suppression system service certificate;
 - b. Cooking hood cleaning certificate;
 - c. Fire extinguisher maintenance;
 - d. Updated permit application/certificate posted;
2. Current emergency contacts for representatives of **HPW and HAYFC**;
3. Access to any building/facility for fire inspection during regular business hours;

**Please note that a certificate of fire inspection is only issued after all violations of the New Jersey Fire Code are corrected/abated. Therefore, advanced planning must be done to have inspections and re-inspections completed prior to opening day.*

4. Board of Health approval for cooking/food handling; and
5. Insurance Certificates.

(b) The **TENANTS** shall be responsible for the costs of any and all utilities used in connection with this Lease Agreement and in accordance with the terms and conditions set forth in the Memorandum of Understanding attached hereto.

(c) The **TENANTS** shall be responsible for maintaining those areas related to the property and defined in this lease agreement during the term of the within lease.

(d) The **TENANTS** shall have the sole responsibility to maintain the concession facility in a clean and sanitary condition and shall be responsible for the collection, storage and removal of all garbage and trash generated by, or resulting from, the **TENANTS'** use of the premises. The **TENANTS** will comply with all garbage collection and recycling regulations of the **LANDLORD** and with the direction of all authorized Township Officials regarding the operation of the facility.

UTILITIES AND TAXES

Except as provided hereinabove, the **LANDLORD** shall pay when due all charges for domestic water, taxes, and sewer which are or may be assessed or imposed upon the leased premises or any improvements thereon or which are or may be charged to the **LANDLORD** by the suppliers thereof during the term of this lease. **TENANTS** shall be responsible for all electric costs associated with lighting of fields and concession stand. In the event the **TENANTS** determines irrigation of the field is necessary, **TENANTS** shall be responsible for the cost of such irrigation and shall be billed in accordance with the water billing cycle in the event the water bill is not in the **TENANT'S** name(s).

CONDEMNATION/EMINENT DOMAIN

If the land and premises leased herein or of which the leased premises are a part or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit, or other action shall be instituted for the taking or condemnation thereof, or if, in lieu of any formal condemnation proceedings or actions, the **LANDLORD** shall grant an option to purchase and/or shall sell and convey the said premises or any portion thereof, to a governmental or other public authority, agency, body, or public utility seeking to take said land and premises or any portion thereof, then this lease, at the option of the **LANDLORD**, with the agreement of the **TENANTS** shall terminate the term hereof shall end as of such date as the **LANDLORD** shall fix by notice in writing. Provided **TENANTS** participate in the condemnation proceedings, asserts its claims and proves its damages, **TENANTS** shall have the right to be reimbursed to the extent of the value of capital improvements installed by **TENANTS** during the lease, and any and all other damages sustained by **TENANTS**. The **TENANTS** agree to execute and deliver any instruments, at the expense of the **LANDLORD**, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and premises or any portion thereof. The **TENANTS** covenant and agree

to vacate the said premises, remove all personal property therefrom and deliver up peaceable possession thereof to the **LANDLORD** or to such other party designated by the **LANDLORD**.

SEVERABILITY

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ENTIRE AGREEMENT

This Lease contains the entire agreement between **LANDLORD** and **TENANTS**. No representative, agent or employee of the **LANDLORD** has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the **LANDLORD** and the **TENANTS**. This lease shall be binding on the parties hereto and their successors and assigns.

NOTICES

All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by regular and certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

TITLE AND QUIET ENJOYMENT

The **LANDLORD** covenants and represents that the **LANDLORD** is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the **TENANTS**, in paying the rent and performing the conditions and covenants herein contained, shall, and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

ANNUAL REPORT

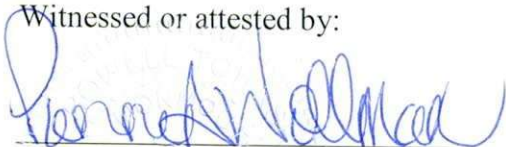
TENANTS shall annually submit to the Recreation Director and Township Clerk, a report setting forth the following information:

1. The use to which the leasehold was put during each year;
2. The appropriate value or cost of such activities;
3. Year-end financial statements; and
4. **TENANTS** represents that each is a tax exempt non-profit corporation pursuant to both state and federal law and each will supply the necessary proof of the

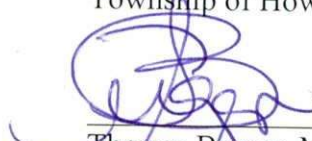
continuance of such status during the term of this lease.

IN WITNESS WHEREOF, the **TOWNSHIP OF HOWELL** has caused this Lease to be executed by its Mayor, attested by its Clerk, and its seal affixed, and **HOWELL AMERICAN YOUTH FOOTBALL** and **CHEER HOWELL POP WARNER FOOTBALL AND CHEER** has caused these presents to be executed by its President, attested to by its Secretary the day and year first above written.

Witnessed or attested by:


Penny Wollman, Township Clerk

Township of Howell


Theresa Berger, Mayor

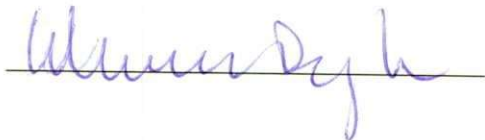
Howell American Youth Football And Cheer


BY: DANIEL DOYLE
TITLE: PRESIDENT

Howell Pop Warner Football And Cheer

BY:
TITLE:

Witness or attested by:



Witness or attested by:

SCHEDULE A



Block 51.01 Lot 18

Tax map 6.07

SCHEDULE B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this _____ day of _____, 2019 between **HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (Hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER** (hereinafter "**HPW**") a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, relative to the Lease Agreement with Howell and Township and the aforementioned parties for use of a portion of Block 51.01 Lot 18 and for use and maintenance of Bear Swamp fields 1-14 located on Block 51 Lots 41.01, 42, and 42.02.

PURPOSE

The purpose of this Memorandum of Understanding is to establish the responsibilities, duties and obligations of each party mentioned above with respect to the use of Bear Swamp Fields 1-14 (HAYFC to use fields 1-6 and HPW to use fields 7-14) and use of the premises identified in the Lease Agreement with the aforementioned parties and the Township of Howell relative that portion of the property located on Block 51.01 Lot 18.

UNDERSTANDING

1. Each organization's treasurer shall maintain a \$2500 escrow/trust account-statements to be exchanged annually.
2. **HPW** will maintain its current office and equipment room in the clubhouse. A copy of the floor plan to be provided to **HAYFC**
3. **HAYFC** will occupy those presently unoccupied offices and equipment rooms within the Field Club House for its own use.
4. Each party may maintain their own locks to any offices or equipment rooms, with copies of keys being given to the Director of Public Works of the Township of Howell.
5. Common area within the clubhouse will be shared by both organizations with **HAYFC** having odd days and **HPW** having even days.
6. **HPW** will use common area 2nd Tuesday of every month for board meetings.
7. **HAYFC** will use common area 2nd Thursday of every month for board meetings.

8. For the month of August **HPW** will use the field at football complex for flag and cheer practice. **HAYFC** will use Bear Swamp Fields and Purple Park. **A PERMIT IS REQUIRED FOR PURPLE PARK**
9. Beginning September 2019 both organizations will share fields at the football complex on Old Tavern Road for flag and tackle practices which will be organized by both organizations, as to benefit both leagues and will continue throughout the term of the lease.
10. Both **HPW** and **HAYFC** will share the cost of cable & internet, utilities, field maintenance, and any other expenses which may arise to maintain the football complex 50/50 regardless of the amount of use by either organization, damages included. Any damage to complex, regardless of fault by either organization, any cost to repair damage shall be shared equally.
11. **HPW** will pay the JCPL bill, in full, for field and snack stand for the month of August only. JCPL bill for the other buildings and all other expenses will be shared equally- a copy of the bill will be provided to each organization in the event the bill is only in the name of one organization. Every effort will be made to have the JCP&L bill in the name of both organizations.
12. For the months of November and December, if both organizations continue through the playoffs the 50/50 arrangement shall remain in place. However, if only one organization continues on to the playoffs, that organization shall be responsible to pay the JCPL utility bill for the month(s) they are the sole user of that field. The 50/50 split for all other JCPL building costs and all other maintenance will continue to be shared.
13. Snack Stand- Any concession operations must be placed out to bid by the Township of Howell in accordance with the local government contracts law and local public buildings law. However, in the event the organizations wish to operate the concession stand as **HPW** or **HAYFC**, it may do at their sole expense and on the designated days. The maintenance cost to maintain snack stand and repairs shall be shared equally by to be split 50/50 between **HPW** & **HAYFC**
14. Field to be maintained by a vendor, the cost of which shall be split equally. Field to be cut every week as close to game day as possible. Field will be fertilized according to scheduled program. Outside field to be cut every week. No fertilizer for outside field grass. Organizations must submit a MSDS to the Department of Public Works each season.
15. Football Field will have an H painted at mid-field for Howell
16. **HPW** will utilize its own sleds, chutes and pads. **HPW** will provide its own field markers and pads for its home games
17. **HPW** will use its own paint machine and supply its own paint for **HPW** home games

18. **HAYFC** will utilize its own sleds, chutes and pads. **HAYFC** will provide its own field markers and pads for its home games.
19. **HAYFC** will use its own paint machine and supply its own paint for **HAYFC** home games
20. **HPW** will maintain the clothing shed that it currently uses
21. **HAYFC** may obtain a shed, but must first secure the appropriate permits and the shed will be provided at **HAYFC** sole cost.
22. **HAYFC** can add name and logo to sign in parking lot subject to approval by the organization that owns the sign.
23. Both organizations agree to operate schedule on alternating weekends for home field use for each organization and schedules will also be arranged with Jersey Shore Football Commissioners
24. Both organizations to have proper insurance policy endorsements in accordance with the lease agreement.
25. Both organizations agree to have treasurers work together to ensure all costs are shared equally.
26. Future events such as Pep Rallies and Fun Days shall be agreed upon by both organizations.

MODIFICATION

No modification or amendment of this Memorandum will be enforceable unless it is in writing and signed by both parties hereto.

SEVERABILITY

Should any provision of this Memorandum be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

ATTESTATION

Representatives from both organizations represent and warrant that he/she has carefully read each and every provision of this Memorandum of Understanding and that each authorized individual understands all of the terms and conditions contained in each provision of this Memorandum and has relayed same to each organization and is further authorized to execute the Memorandum of Understanding on behalf each individuals respective organization.

This MOU shall be effective for the term of the lease agreement between the respective parties and the Township of Howell. The parties sign this MOU as of the date and year set forth above and by signing below, the parties are confirming their intent to be legally bound by the terms set forth herein.

By: _____

, Howell Pop Warner President

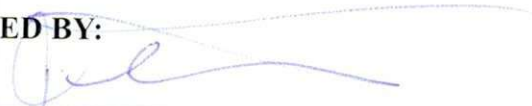
ATTESTED BY:

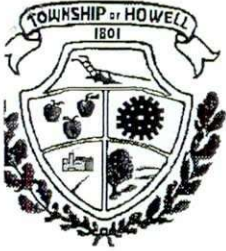
By: _____

By: _____

David Doyle, Howell American Youth Football and Cheer President

ATTESTED BY:

By: _____




TOWNSHIP OF HOWELL

4567 Route 9 North
Post Office Box 580
Howell, NJ 07731-0580

(732) 938-4500
FAX (732) 414-3232
Website: www.twp.howell.nj.us

June 12, 2019

Howell Pop Warner
PO Box 183
Howell, NJ 07731

Howell American Youth Football
PO Box 25
Howell, NJ 07731

RE: Authorize Renewal of a Lease Agreement between the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer for a portion of property at Block 51.01, Lot 18, Old Tavern Road

To Whom it May Concern:

Enclosed you will find a certified copy of the Resolution adopted by the Township Council at their meeting of June 11, 2019. This Resolution renews the Lease Agreement between the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer for a portion of property at Block 51.01, Lot 18, Old Tavern Road. Please sign and send a copy back to my office.

Should you have any questions, please do not hesitate to contact me.

Respectfully,

Penny A. Wollman
Township Clerk
Township of Howell

attachment

cc: Brian Geoghegan, Township Manager
Joseph Clark, Township Attorney
Paul Novell, Public Works Director
Lou Palazzo, Chief Financial Officer

Mr. Bonevich offered the following resolution, seconded by Ms. Richmond.

Resolution No: R-19-191

RESOLUTION

RESOLUTION OF THE TOWNSHIP COUNCIL OF THE TOWNSHIP OF HOWELL, AUTHORIZING THE MAYOR TO EXECUTE A LEASE AGREEMENT BETWEEN THE TOWNSHIP OF HOWELL AND HOWELL POP WARNER AND HOWELL AMERICAN YOUTH FOOTBALL AND CHEER.

WHEREAS, the Township of Howell desires to enter in to a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for a portion of those certain premises located at Block 51.01 Lot 18 on Old Tavern Road, and as depicted on **Schedule A** attached to the proposed Lease Agreement; and

WHEREAS, the proposed lease agreement sets forth the terms and conditions of said lease as it applies to the Township of Howell and Howell Pop Warner and Howell American Youth Football and Cheer and shall be a for a term of five (5) years; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide the Department of Public Works with a proposed schedule on an annual basis, a copy of the MSDS for all maintenance relative to the field and copies of all certificates of insurance naming the Township of Howell as an additional insured; and

WHEREAS, Howell Pop Warner and Howell American Youth Football and Cheer shall provide to the CFO of the Township of Howell and the Department of Public Works its annual audit statements;

NOW, THEREFORE BE IT RESOLVED by the Township Council of the Township of Howell as follows:

1. That the governing body authorizes the Mayor to execute a Lease Agreement with Howell Pop Warner and Howell American Youth Football and Cheer for that portion of Block 51.01 Lot 18 on Old Tavern Road and as further reflected in **Schedule A** of the proposed Lease Agreement.

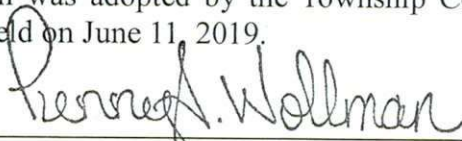
2. A copy of the executed Lease Agreement, along with **Schedule A**, shall be forwarded to the following:

1. Township Manager and Township Attorney
2. Howell Pop Warner and Howell American Youth Football and Cheer
3. Township of Howell Department of Public Works
4. Chief Financial Officer of Howell Township

VOTE:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAIN</u>	<u>ABSENT</u>	<u>DISQUALIFY</u>
Mr. Bonevich	X				
Ms. Richmond	X				
Mr. Russo	X				
Mrs. O'Donnell	X				
Mayor Berger	X				

This is to certify that the foregoing Resolution was adopted by the Township Council of the Township of Howell during a regular meeting held on June 11, 2019.



PENNY WOLLMAN, TOWNSHIP CLERK

**LEASE AGREEMENT BETWEEN TOWNSHIP OF HOWELL AND HOWELL
AMERICAN YOUTH FOOTBALL AND CHEER HOWELL POP WARNER**

THIS LEASE is made this 11 day of JUNE 2019 between the **TENANTS, HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER (hereinafter "HPW")** a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, collectively referred to as the "**TENANTS**", and the **LANDLORD, TOWNSHIP OF HOWELL (hereinafter "LANDLORD")**, County of Monmouth, a municipal corporation of the State of New Jersey, whose address is 4567 Route 9 North, Howell, New Jersey 07731, now, for and in consideration of the mutual covenants herein expressed, the parties mutually agree as follows:

PROPERTY

The **TENANTS** agree to rent from the **LANDLORD** and the **LANDLORD** agrees to lease to the **TENANTS** the property known as that portion of Block 51.01 Lot 18, located along Old Tavern Road, in the Township of Howell, County of Monmouth, State of New Jersey 07731, which property is more fully depicted on the attached **Schedule "A"**, which is incorporated herein by reference as though more fully set forth at length. More specifically, that portion of Block 51.01 Lot 18 consisting of the football game field, shed, concession stand and field club house.

NON- EXCLUSIVE USE

The use of the property by the **TENANTS** shall be on a non-exclusive basis, said property being property owned by the Township of Howell. However, **TENANTS** shall have primary use of the football field, storage facility, concession building, and club house during the normal course of the Football Season, August 1st through December 31st of a given year. The **LANDLORD** reserves the right to allow other entities/organizations or individuals to utilize the property only when the **TENANTS** are not actively using the football field complex as depicted in Schedule A, the object being that other individuals, organizations and entities may utilize the premises in an unobtrusive manner that property not contemporaneously being used by **TENANTS**. It is understood and agreed that any entity or organization using the fields other than the **TENANTS** shall pay the requisite field usage fees to the Township of Howell in accordance with Chapter 139 of the Revised General Ordinances, shall obtain the necessary permits from Department of Public Works, and shall submit proof of insurance to the Department of Public Works, naming the Township as an additional insured, prior to the use of the field.

On August 1st of each year, **TENANTS** shall provide to the **LANDLORD** a schedule of games and maintenance times for the year so that **LANDLORD** is able to delineate when the fields may be available and open to the public. **LANDLORD** and **TENANTS** shall not permit third-party activities which would have a detrimental impact upon the lands and premises.

LANDLORD agrees to provide reasonable written notice to **TENANTS** prior to the use of the facilities and/or premises being used by third-party organizations.

TERM

The term of this Lease shall be for five (5) years, starting on August 1, 2019 and ending on July 31, 2024. **TENANTS** and **LANDLORD** shall review the lease annually and address any issues relative to the use of the property, problems with the property, cost of maintaining the property, insurance and any requests made by either party to this agreement for improvements. **LANDLORD** shall have the right, in its sole discretion, to terminate the within lease and gain possession of the premises at any time by providing thirty (30) days written notice of the exercise of this right to **TENANTS** by certified mail, return receipt requested at the address indicated in this lease agreement, regular mail, electronic mail or facsimile. Further, **LANDLORD** shall have the right, in its sole discretion, to temporarily use the leased premises, or any part thereof, for any public purpose. In such event, the Township Clerk shall provide two weeks' written notice to the **TENANTS**, and **TENANTS** shall make the premises available in accordance with the instructions thereby given. Furthermore, **LANDLORD** retains the authority to enter into and upon the premises at any time and undertake any such actions as are necessary in the event of an emergency.

CONSIDERATION

In lieu of monetary payments to **LANDLORD**, the **TENANTS** agree to the terms and conditions set forth herein relative to the care, maintenance and responsibilities for the premises described herein and further agree to maintain Bear Swamp fields 1-14 during the time period in which they use same and in accordance with the terms and conditions set forth in Schedule B Memorandum of Understanding.

USE OF PROPERTY

The **TENANTS** shall use the property for the purpose of providing recreational services to the residents of the Township of Howell and surrounding communities by operating and supervising Howell Pop Warner and Howell American Youth Football and Cheer.

LAWS

The subject lands and premises are leased subject to all federal laws, statutes and regulations, New Jersey state laws, statutes and regulations and, all municipal ordinances, affecting the use thereof.

SUBLET/ASSIGNMENT

The **TENANTS** shall not, without the written consent of the **LANDLORD**, sublet, assign, mortgage, or hypothecate this lease. Subletting shall not interfere with **LANDLORD**'s use of fields or parking lot and the requisite permits and proof of insurance, naming the Township as an additional insured, must be presented to the Township Department of Public Works and any

and all field usage fees are paid to the Township prior to the use of the fields. Field usage fees are set forth in Chapter 139 of the Revised General ordinances of the Township of Howell.

SITE PLAN APPROVAL

All improvements to be placed upon the property shall be approved and consented to by the Township Council of the Township of Howell and any appropriate reviewing Board. The **TENANTS** shall be responsible for obtaining any and all necessary site plan approvals for the construction of any structures located upon the property and use of the fields for recreational purposes. All cost of construction and maintenance of the improvements to be constructed by the **TENANTS** upon the property shall be at the sole cost and expense of the **TENANTS**. Any and all permanent improvements, fixtures or structures shall belong to **LANDLORD** upon completion of same. **TENANTS** are responsible for payment of any and all permit fees other than Township permit fees.

DEFAULT

If default is made in the performance of any of the conditions and covenants contained herein, or if during the term hereof, the premises shall become abandoned or deserted, the relationship of **LANDLORD** and **TENANTS** shall cease and terminate and the either party may proceed to any remedies permitted by law.

INDEMNIFICATION/INSURANCE

(a) **TENANTS** shall not be responsible for any claims for damages resulting from the negligence of the **LANDLORD**. **LANDLORD** shall save, hold and keep harmless and indemnify the **TENANTS** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **LANDLORD** for the **LANDLORD**'s agents employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **LANDLORD** and the conduct of the **LANDLORD**'s operations or activities on the premises. This provision is not intended to be a waiver of any available defense **LANDLORD** may have to any sort of claim including, without limitation, those available under Title 59 of the New Jersey Statutes Annotated, any other federal or state statutes, rules, or regulations, common law, case law or the like.

LANDLORD shall not be responsible for any claims for damages resulting from actions of the **TENANTS**. **TENANTS** shall save, hold and keep harmless and indemnify the **LANDLORD** from and for any and all payments, expenses, costs, attorney fees and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the **TENANTS** for the **TENANTS**' agents, players, participants, employees, guests, licensees, invitees, sublessee, assignees or successors or for any reasons whatsoever arising out of or by reason of the occupancy by the **TENANTS** and the conduct of the **TENANTS**' operations or activities on the premises. The **TENANTS** shall not be liable for any damage or injury which may be sustained by the **TENANTS** or any other person as a consequence of the failure, breakage, leakage or obstruction of the water or sewer

pipes (unless such failure, breakage, leakage or obstruction of the water or sewer pipes is caused by **TENANTS**), or by reason of the elements.

(b) **TENANTS** shall, at their own cost and expense, each secure and furnish liability insurance in the minimum amount of \$1,000,000.00 for personal injury and \$100,000.00 for property damage, designating the Township of Howell as an additional insured, and shall maintain the same during the term of the Lease Agreement. **TENANTS** shall be required to maintain statutory workers compensation insurance coverage for all its employees. Copies of Certificates of Insurance with respect to the aforementioned shall be supplied to the Department of Public Works and the Township Clerk prior to commencement of the Lease Agreement. **TENANTS** shall provide its own comprehensive insurance with respect to **TENANTS'** real property improvements and personal property being constructed and/or placed upon the property. The policy or policies of insurance shall be of a company or companies authorized to do business in this State and/or through the municipal self-insurance. **LANDLORD** shall not be responsible for obtaining and maintaining said insurance during the term of the Lease Agreement.

Nothing contained herein shall require the **TENANTS** to provide liability insurance for any act or omission of **LANDLORD** or **LANDLORD'S** agent's employees, guests, licensees, invitees, sublessee's, assigns or successors and nothing contained herein shall place liability for such acts or omissions on **TENANTS**. **LANDLORD** shall provide evidence to **TENANTS** of insurance covering **LANDLORD'S** operations on the premises.

In the event that **TENANTS** retain the services of any independent contractor relative to recreation activities, **TENANTS** shall provide the Township Department of Public Works and the Township Clerk with a Certificate of Insurance from such independent contractor(s) naming Howell Township as an additional insured in the amount set forth herein.

CONDITION OF PROPERTY

The premises are leased in an "as is" condition. The **LANDLORD** shall have no obligation to make any repairs or improvements to the subject premises during the term of the Lease Agreement, unless the premises are damaged by **LANDLORD'S** employees or agents at which time it would be the **LANDLORD'S** responsibility to make those repairs. **TENANTS**, however, agree that the **LANDLORD** and the **LANDLORD'S** agents, employees or other representatives shall have the right to enter into and upon said premises or any part thereof at all reasonable hours for the purposes of examining same and at their option making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

MAINTENANCE/CARE OF THE PROPERTY

The **TENANTS** agree to maintain the property in as good condition as at the start of the lease, except for ordinary wear and tear. The **TENANTS** shall take good care of the premises which shall be defined for purposes of this lease to be that portion of Block 51.01 Lot 18 including the football field, concession facility, shed and club house and any bathroom facilities. **TENANTS** shall be responsible for the operation and maintenance of the field lights and irrigation system (which shall include winterization) **TENANTS** shall also be responsible for routine bathroom maintenance. The **TENANTS** will pay for repairs, replacements and/or damages caused by the

act or neglect of the **TENANTS** or of **TENANTS'** visitors, employees or invitees. **LANDLORD** will pay for all repairs, replacement and/or damages caused by the act or neglect of the **LANDLORD** or the **LANDLORD'S** visitors, employees or invitees. The **TENANTS** will remove all the **TENANTS'** property at the termination of the Lease. Any property that is left becomes the property of the **LANDLORD** and may be disposed of by the **LANDLORD**. **TENANTS** shall have discretion to close the fields due to weather or other adverse conditions.

SIGNS

The **TENANTS** shall not place or allow to be placed any signs of any kind upon, in or about the premises or any part thereof except of a design and structure and in such places as may be indicated and consented to by the **LANDLORD**. Notwithstanding this provision, **LANDLORD** agrees to allow **TENANTS** to place advertising signs within the boundaries of the football complex for the purpose of raising revenue to operate the premises and facility for the residents of Howell Township, subject to prior approval of the Township.

CAPITAL IMPROVEMENTS

Any and all capital improvements made to the premises which are the subject of this Lease shall remain the property of the **LANDLORD** at such time as the Lease is terminated.

GENERAL PERFORMANCE REQUIREMENTS

(a) The **TENANTS** shall obtain all necessary permits and shall comply with all applicable ordinances, regulations and governmental administrative codes, including but not limited to those required for the preparation, storage and sale of all food items that may be conducted by the **TENANTS** upon the premises. The following approvals may be required:

1. Certificate of Fire Inspection: This would include a complete inspection of the facility including items such as the following but not limited to:
 - a. Fire suppression system service certificate;
 - b. Cooking hood cleaning certificate;
 - c. Fire extinguisher maintenance;
 - d. Updated permit application/certificate posted;
2. Current emergency contacts for representatives of **HPW and HAYFC**;
3. Access to any building/facility for fire inspection during regular business hours;

**Please note that a certificate of fire inspection is only issued after all violations of the New Jersey Fire Code are corrected/abated. Therefore, advanced planning must be done to have inspections and re-inspections completed prior to opening day.*

4. Board of Health approval for cooking/food handling; and
5. Insurance Certificates.

(b) The **TENANTS** shall be responsible for the costs of any and all utilities used in connection with this Lease Agreement and in accordance with the terms and conditions set forth in the Memorandum of Understanding attached hereto.

(c) The **TENANTS** shall be responsible for maintaining those areas related to the property and defined in this lease agreement during the term of the within lease.

(d) The **TENANTS** shall have the sole responsibility to maintain the concession facility in a clean and sanitary condition and shall be responsible for the collection, storage and removal of all garbage and trash generated by, or resulting from, the **TENANTS'** use of the premises. The **TENANTS** will comply with all garbage collection and recycling regulations of the **LANDLORD** and with the direction of all authorized Township Officials regarding the operation of the facility.

UTILITIES AND TAXES

Except as provided hereinabove, the **LANDLORD** shall pay when due all charges for domestic water, taxes, and sewer which are or may be assessed or imposed upon the leased premises or any improvements thereon or which are or may be charged to the **LANDLORD** by the suppliers thereof during the term of this lease. **TENANTS** shall be responsible for all electric costs associated with lighting of fields and concession stand. In the event the **TENANTS** determines irrigation of the field is necessary, **TENANTS** shall be responsible for the cost of such irrigation and shall be billed in accordance with the water billing cycle in the event the water bill is not in the **TENANT'S** name(s).

CONDEMNATION/EMINENT DOMAIN

If the land and premises leased herein or of which the leased premises are a part or any portion thereof, shall be taken under eminent domain or condemnation proceedings, or if suit, or other action shall be instituted for the taking or condemnation thereof, or if, in lieu of any formal condemnation proceedings or actions, the **LANDLORD** shall grant an option to purchase and/or shall sell and convey the said premises or any portion thereof, to a governmental or other public authority, agency, body, or public utility seeking to take said land and premises or any portion thereof, then this lease, at the option of the **LANDLORD**, with the agreement of the **TENANTS** shall terminate the term hereof shall end as of such date as the **LANDLORD** shall fix by notice in writing. Provided **TENANTS** participate in the condemnation proceedings, asserts its claims and proves its damages, **TENANTS** shall have the right to be reimbursed to the extent of the value of capital improvements installed by **TENANTS** during the lease, and any and all other damages sustained by **TENANTS**. The **TENANTS** agree to execute and deliver any instruments, at the expense of the **LANDLORD**, as may be deemed necessary or required to expedite any condemnation proceedings or to effectuate a proper transfer of title to such governmental or other public authority, agency, body, or public utility seeking to take or acquire the said lands and premises or any portion thereof. The **TENANTS** covenant and agree

to vacate the said premises, remove all personal property therefrom and deliver up peaceable possession thereof to the **LANDLORD** or to such other party designated by the **LANDLORD**.

SEVERABILITY

The terms, conditions, covenants and provisions of this Lease shall be deemed to be severable. If any clause or provision herein contained shall be adjudged to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision herein, but such other clauses or provisions shall remain in full force and effect.

ENTIRE AGREEMENT

This Lease contains the entire agreement between **LANDLORD** and **TENANTS**. No representative, agent or employee of the **LANDLORD** has been authorized to make any representations or promises with reference to the within letting or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof shall be binding unless reduced to writing and signed by the **LANDLORD** and the **TENANTS**. This lease shall be binding on the parties hereto and their successors and assigns.

NOTICES

All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by regular and certified or registered mail, return receipt requested, to the address of the parties as shown at the head of this lease, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

TITLE AND QUIET ENJOYMENT

The **LANDLORD** covenants and represents that the **LANDLORD** is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the **TENANTS**, in paying the rent and performing the conditions and covenants herein contained, shall, and may peaceably and quietly have, hold and enjoy the leased premises for the term aforementioned.

ANNUAL REPORT

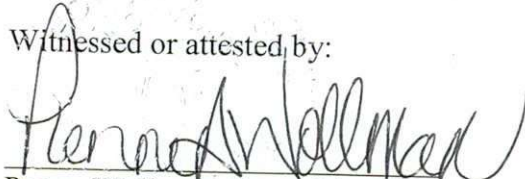
TENANTS shall annually submit to the Recreation Director and Township Clerk, a report setting forth the following information:

1. The use to which the leasehold was put during each year;
2. The appropriate value or cost of such activities;
3. Year-end financial statements; and
4. **TENANTS** represents that each is a tax exempt non-profit corporation pursuant to both state and federal law and each will supply the necessary proof of the

continuance of such status during the term of this lease.

IN WITNESS WHEREOF, the **TOWNSHIP OF HOWELL** has caused this Lease to be executed by its Mayor, attested by its Clerk, and its seal affixed, and **HOWELL AMERICAN YOUTH FOOTBALL** and **CHEER HOWELL POP WARNER FOOTBALL AND CHEER** has caused these presents to be executed by its President, attested to by its Secretary the day and year first above written.

Witnessed or attested by:


Penny Wollman, Township Clerk

Township of Howell


Theresa Berger, Mayor

Howell American Youth Football And Cheer

Howell Pop Warner Football And Cheer

BY: _____

TITLE:

BY: _____

TITLE:

Witness or attested by:

Witness or attested by:

SCHEDULE A



Block 51.01 Lot 18

Tax map 4.07

SCHEDULE B

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made this _____ day of _____, 2019 between **HOWELL AMERICAN YOUTH FOOTBALL AND CHEER (Hereinafter "HAYFC")** a non-profit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell American Youth Football and Cheer P.O. Box 25 Howell New Jersey 07731 and **HOWELL POP WARNER** (hereinafter "**HPW**") a nonprofit corporation organized and existing under the laws of the State of New Jersey, whose address is c/o Howell Pop Warner, P.O. Box 183, Howell, New Jersey 07731, relative to the Lease Agreement with Howell and Township and the aforementioned parties for use of a portion of Block 51.01 Lot 18 and for use and maintenance of Bear Swamp fields 1-14 located on Block 51 Lots 41.01, 42, and 42.02.

PURPOSE

The purpose of this Memorandum of Understanding is to establish the responsibilities, duties and obligations of each party mentioned above with respect to the use of Bear Swamp Fields 1-14 (HAYFC to use fields 1-6 and HPW to use fields 7-14) and use of the premises identified in the Lease Agreement with the aforementioned parties and the Township of Howell relative that portion of the property located on Block 51.01 Lot 18.

UNDERSTANDING

1. Each organization's treasurer shall maintain a \$2500 escrow/trust account-statements to be exchanged annually.
2. **HPW** will maintain its current office and equipment room in the clubhouse. A copy of the floor plan to be provided to **HAYFC**
3. **HAYFC** will occupy those presently unoccupied offices and equipment rooms within the Field Club House for its own use.
4. Each party may maintain their own locks to any offices or equipment rooms, with copies of keys being given to the Director of Public Works of the Township of Howell.
5. Common area within the clubhouse will be shared by both organizations with **HAYFC** having odd days and **HPW** having even days.
6. **HPW** will use common area 2nd Tuesday of every month for board meetings.
7. **HAYFC** will use common area 2nd Thursday of every month for board meetings.

8. For the month of August **HPW** will use the field at football complex for flag and cheer practice. **HAYFC** will use Bear Swamp Fields and Purple Park. **A PERMIT IS REQUIRED FOR PURPLE PARK**
9. Beginning September 2019 both organizations will share fields at the football complex on Old Tavern Road for flag and tackle practices which will be organized by both organizations, as to benefit both leagues and will continue throughout the term of the lease.
10. Both **HPW** and **HAYFC** will share the cost of cable & internet, utilities, field maintenance, and any other expenses which may arise to maintain the football complex 50/50 regardless of the amount of use by either organization, damages included. Any damage to complex, regardless of fault by either organization, any cost to repair damage shall be shared equally.
11. **HPW** will pay the JCPL bill, in full, for field and snack stand for the month of August only. JCPL bill for the other buildings and all other expenses will be shared equally- a copy of the bill will be provided to each organization in the event the bill is only in the name of one organization. Every effort will be made to have the JCP&L bill in the name of both organizations.
12. For the months of November and December, if both organizations continue through the playoffs the 50/50 arrangement shall remain in place. However, if only one organization continues on to the playoffs, that organization shall be responsible to pay the JCPL utility bill for the month(s) they are the sole user of that field. The 50/50 split for all other JCPL building costs and all other maintenance will continue to be shared.
13. Snack Stand- Any concession operations must be placed out to bid by the Township of Howell in accordance with the local government contracts law and local public buildings law. However, in the event the organizations wish to operate the concession stand as **HPW** or **HAYFC**, it may do at their sole expense and on the designated days. The maintenance cost to maintain snack stand and repairs shall be shared equally by to be split 50/50 between **HPW** & **HAYFC**
14. Field to be maintained by a vendor, the cost of which shall be split equally. Field to be cut every week as close to game day as possible. Field will be fertilized according to scheduled program. Outside field to be cut every week. No fertilizer for outside field grass. Organizations must submit a MSDS to the Department of Public Works each season.
15. Football Field will have an H painted at mid-field for Howell
16. **HPW** will utilize its own sleds, chutes and pads. **HPW** will provide its own field markers and pads for its home games
17. **HPW** will use its own paint machine and supply its own paint for **HPW** home games

18. **HAYFC** will utilize its own sleds, chutes and pads. **HAYFC** will provide its own field markers and pads for its home games.
19. **HAYFC** will use its own paint machine and supply its own paint for **HAYFC** home games
20. **HPW** will maintain the clothing shed that it currently uses
21. **HAYFC** may obtain a shed, but must first secure the appropriate permits and the shed will be provided at **HAYFC** sole cost.
22. **HAYFC** can add name and logo to sign in parking lot subject to approval by the organization that owns the sign.
23. Both organizations agree to operate schedule on alternating weekends for home field use for each organization and schedules will also be arranged with Jersey Shore Football Commissioners
24. Both organizations to have proper insurance policy endorsements in accordance with the lease agreement.
25. Both organizations agree to have treasurers work together to ensure all costs are shared equally.
26. Future events such as Pep Rallies and Fun Days shall be agreed upon by both organizations.

MODIFICATION

No modification or amendment of this Memorandum will be enforceable unless it is in writing and signed by both parties hereto.

SEVERABILITY

Should any provision of this Memorandum be declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity, and enforceability of the remaining parts, terms, or provisions shall not be affected thereby and said illegal, unenforceable or invalid part, term, or provision shall be deemed not part of this Agreement.

ATTESTATION

Representatives from both organizations represent and warrant that he/she has carefully read each and every provision of this Memorandum of Understanding and that each authorized individual understands all of the terms and conditions contained in each provision of this Memorandum and has relayed same to each organization and is further authorized to execute the Memorandum of Understanding on behalf each individuals respective organization.

This MOU shall be effective for the term of the lease agreement between the respective parties and the Township of Howell. The parties sign this MOU as of the date and year set forth above and by signing below, the parties are confirming their intent to be legally bound by the terms set forth herein.

By: _____

, Howell Pop Warner President

ATTESTED BY:

By: _____

By: _____

David Doyle, Howell American Youth Football and Cheer President

ATTESTED BY:

By: _____