

Lease

WHEREAS, pursuant to the provisions of N.J.S.A. 40A:12-15 the Borough of South River desires to enter into a lease of Borough property with South River Rescue Squad, Inc. for the purpose of providing emergency medical services to the residents of the Borough within the borough; and

WHEREAS, the South River Rescue Squad, Inc. is the current provider of emergency medical services in the Borough of South River and the Borough of South River is the owner of a building located at 6 Thomas Street in the Borough which houses Borough owned ambulances as well as equipment utilized for emergency medical services; and

WHEREAS, the parties hereto desire to define the rights, duties and responsibilities of each regarding the furnishing of such services to the residents of the Borough of South River.

NOW THEREFORE THE FOLLOWING Agreement is made on this 29th day of September 2009

BETWEEN Borough of South River, A Municipal Corporation

whose address is 48 Washington Street, South River, New Jersey

referred to as the "Landlord,"

AND South River Rescue Squad, Inc., a Not For Profit Corporation of the State of New Jersey

whose address is 6 Thomas St, South River, New Jersey

referred to as the "Tenant."

1. Premises. The Landlord does hereby lease to Tenant and said Tenant does hereby agree to occupy bays #1, 4 and 5 as sole Tenant and occupy bays #2 and 3 as co-tenants with the South River Emergency Medical Services, Inc. in the building known as Lot 23, Block 147 (as designated on the tax map of the Borough of South River) commonly known as 6 Thomas Street, South River, New Jersey. The Landlord also leases to Tenant a 2003 Ford ambulance and a 1998 Ford ambulance and related equipment owned by Landlord for use during set hours when the South River Emergency Medical Services, Inc. is not operating said vehicles. Landlord also leases to Tenant a 2007 Ford ambulance for its exclusive use. Tenant shall also have the use of the premises for the purpose of conducting squad meetings, emergency rescue training, business activities of Tenant and any and all other functions and operations normally performed by emergency medical services organizations.

2. Term. This Lease is for a term of fifty (50) years commencing on September 1, 2009, and ending on August 31, 2058. The term may be extended for an additional period in accordance with N.J.S.A 40A:12-15 by agreement of Landlord and Tenant.

3. Use. The Premises are to be used and occupied only and for no other purpose than housing of emergency medical services vehicles and equipment, emergency medical technician and volunteer training and as a meeting hall. The Tenant will not, and will not allow others to, occupy or use the demised Premises or any part thereof for any purposes other than as specified in this Paragraph 3, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

4. Consideration. The consideration for this agreement is \$1.00 and Tenant's agreement to provide emergency medical services to all persons situate within the borders of the Borough of South River, to provide said service in accordance with any and all applicable rules, regulations, standards and laws of the State of New Jersey or any administrative agency having the necessary and appropriate jurisdiction and to operate and utilize any equipment and apparatus supplied by the Borough for such purposes as well as provide such personnel for emergency medical and rescue services in conjunction with South River Emergency Medical Services, Inc. pursuant to an agreement between Tenant and South River Emergency Medical Services, Inc.

5. Repairs and Care. Landlord shall be responsible for the payment of all fees and charges incurred for the operation, maintenance and repair of the vehicles, apparatus and equipment provided to Tenant by Landlord or any replacement thereof for the period ending July 5, 2010. Thereafter, Landlord agrees to be responsible for Tenant's pro rata share of such expenses that co-tenant South River Emergency Medical Services, Inc. shall not be obligated to pay. Landlord shall be responsible for insuring the building and all vehicles and equipment leased to Tenant during Tenant's use of same.

6. Alteration and Improvements. No major alterations, additions or improvements that would require permits under the Uniform Construction Code may be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, may be installed in or attached to the Premises by Tenant, without the written consent of the appropriate officials of Landlord.

7. Utilities. The Landlord will pay when due all rents or charges for water or other utilities used by the Tenant until July 5, 2010 and thereafter Tenant's pro rata share of such charges that co-tenant South River Emergency Medical Services, Inc. shall not be obligated to pay and which are or may be assessed or imposed upon the Premises or charged to the Landlord by the suppliers thereof during the term hereof.

8. Relationship with Co-Tenant. Tenant and Landlord agree that Tenant shall continue to be the primary provider of emergency medical services to the Borough of South River and that South River Emergency Medical Services, Inc. shall supplement the providing of these services during hours of each day when Tenant is unable to provide staff to do so.

9. Compliance with Laws. Both the Tenant and Landlord will promptly comply with all laws, ordinances, rules, regulations, requirements and directives of all governmental or public authorities and of all their subdivisions, applicable to and affecting the Premises, or the use and occupancy of the Premises, and will promptly comply with all orders, regulations, requirements and directives of any authority having jurisdiction over the operation of Tenant's organization and of any insurance companies which have issued or are about to issue policies of insurance covering the Premises and its contents, for the prevention of fire or other casualty, damage or injury.

10. Assignment. Tenant may not assign, sublet or sublease the demised premises for any purpose.

11. Liability Insurance. Landlord agrees, at its own cost and expense, to obtain or provide and keep in full force for the benefit of the Landlord and Tenant, during the term hereof, general public liability insurance, primary to the insurance coverage of South River Emergency Medical Services, Inc. with which Tenant will jointly share use of the ambulance vehicles referenced in Paragraph 1, insuring the Landlord and Tenant against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the Premises for injuries to any persons which may be caused by Tenant, its servants, agents or employees..

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

13. Notices. All notices required under the terms of this Lease will be given and will be complete by mailing such notices by certified or registered mail, return receipt requested, or by hand deliver, fax or overnight delivery service, to the address of the parties as shown at the beginning of this Lease, or to such other address as may be designated in writing, which notice of change of address is given in the same manner.

14. Title and Quiet Enjoyment. The Landlord covenants and represents that the Landlord is the owner of the Premises and has the right and authority to enter into, execute and deliver this Lease; and does further covenant that the Tenant on performing the conditions and covenants contained in this Lease, will and may peaceably and quietly have, hold and enjoy the Premises for the term of this Lease.

15. Entire Contract. This Lease contains the entire contract between the parties. No representative, agent or employee of the Landlord has been authorized to make any representations or promises with reference to the leasing of the Premises, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, will be binding unless reduced to writing and signed by the Landlord and the Tenant. This lease supercedes any previous lease agreements which may have been entered into between Landlord and Tenant.

16. Number and Gender. In all references in this Lease to any parties, persons or entities, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of this Lease may require. All the terms, covenants and conditions contained in this Lease will be for and will inure to the benefit of and will bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns.

17. Public Purpose. The public purpose served by this lease agreement is to provide emergency medical services to the residents of the Borough of South River. The Borough Administrator of Landlord shall be responsible for enforcement of the conditions of the lease.

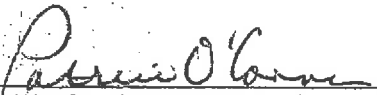
18. Reports. Tenant shall submit any reports to the governing body of Landlord which may be required by statute on the use to which the demised premises have been put each year.

19. Tax Exempt Status. Tenant shall annually provide to Landlord affirmation and proof of its continued tax-exempt status pursuant to both state and federal law.

In Witness Whereof, the parties have signed this Lease, or caused these presents to be signed by their proper officers or other representatives, the day and year first above written.

SEE RIDER ATTACHED HERETO AND MADE A PART HEREOF

Witnessed or Attested by:



PATRICIA O'CONNOR, Registered Municipal Clerk

Attest:


NICOLE MINOVICH, Secretary

BOROUGH OF SOUTH RIVER


By: RAYMOND P. EPPINGER, Mayor, Landlord

SOUTH RIVER RESCUE SQUAD, INC.


By: MARIANNA WYSZYNSKA, President, Tenant