

CITY OF WILDWOOD
Cape May County, New Jersey
RESOLUTION

WHEREAS the City of Wildwood, County of Cape May, New Jersey has a building for public use known as the "Hut" located at 113 West Oak Avenue, Wildwood, also known as block 192 lot 19, and;

WHEREAS the Twelve Step House is a legally approved charity for the treatment of addictions and needs a place to meet and is willing to pay four hundred dollars (\$400) per month, and;

WHEREAS the Twelve Step House is aware of other uses required of this building and has agreed to allow other groups to use said building such as Alcoholics Anonymous, Nicotine Anonymous and the use of this building as a Polling Place, among others, now;

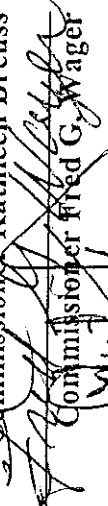
THEREFORE BE IT RESOLVED by the Board of Commissioners of the City of Wildwood the Twelve Step House, be awarded a lease for the use of the above referenced building beginning August 1st on a month to month basis for four hundred dollars (\$400) a month and that the Mayor of the City of Wildwood be, and hereby, is authorized to sign a lease as per the above.

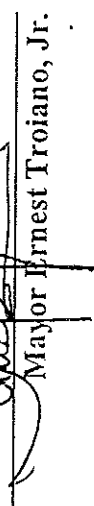
Resolution No. 214-7-04
Offered by Wager
Seconded by Breuss

Adopted July 14, 2004

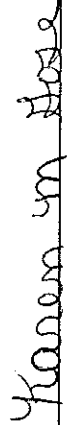
I, Karen M. Gose, Deputy City Clerk of the City of Wildwood, do hereby certify that the foregoing Resolution was adopted at a Regular Meeting of the Wildwood Board of Commissioners, held this 14 day of July, 2004 and in witness whereof I have hereunder set my hand and official seal on this date written.



Commissioner Kathleen Breuss


Commissioner Fred G. Wager


Mayor Ernest Troiano, Jr.



KAREN M. GOSE, DEPUTY CITY CLERK

Lease

THIS INDENTURE, made this 14th day of July, 2004

By and between

The City of Wildwood, a Municipal Corporation of the State of New Jersey, with principal offices situate 4400 New Jersey Avenue, in the City of Wildwood, County of Cape May and State of New Jersey 08260, hereinafter referred to as "**Landlord**"

and

The Twelve Step House

Witnesseth:

THAT pursuant to the provisions of N.J.S.A. 40A:12-14, **Leasing of County or Municipal Real Property, etc.**, and after due negotiation at which time **Tenant** was and is the highest successful bidder therefore, **Landlord** has let and by these presents does let, demise and lease unto **Tenant**, all those certain lands and premises situate, lying and being in the City of Wildwood, County of Cape May and State of New Jersey, hereinafter more fully described as follows:

Approximately one thousand one hundred fifty-two feet (1,152) block 192 lot located at 1132 West Oak Avenue in the area known as the "HUT".

upon the following terms and conditions:

1. The Notice to Bidders, and Resolution No. 214-7-04 adopted by the City Commissioners of the City of Wildwood on July 14, 2004 are hereby made a part of the terms and conditions of this Lease.
2. The term of this Lease shall be month to month commencing this date and terminating as required for the total rental sum, during said term of **\$400.00 per month**.
3. The rent required to be paid to **Landlord** by **Tenant** hereunder shall be payable in the following amounts on the following dates, time being of the essence.

Monthly payments to be made to:

City of Wildwood
Municipal Treasurer
4400 New Jersey Avenue
Wildwood, NJ 08260

4. **Tenant** hereby covenants to save harmless **Landlord** of and from any liability or responsibility, or both, for any cause whatsoever resulting in any damage or injury whatsoever resulting in any damage or injury whatsoever to any person or persons or property which occurs during the term of this Lease. **Tenant** further covenants to save harmless **Landlord** from the cost of defending any such claims arising out of or in any way connected with the Leasehold premises. **Tenant** shall also provide a liability insurance policy which insures **Tenant** and which shall name **Landlord** as an additional insured in amounts of not less than \$500,000/\$1,000,000.00 for personal injury and \$25,000.00 for property damage for any injury or damage which occurs on the leasehold property during the term of this Lease and deliver such policy of insurance to the City Clerk of the **Landlord**. The premises hereunder let, demised and leased to **Tenant** shall not be used for any other purposes than the
5. It is particularly understood and agreed between the parties that any improvements, alterations or repairs made by **Tenant** shall inure to the property and wholly to the benefit of **Landlord**, and shall not entitle **Tenant** to any deduction or credit on the payment of rent or otherwise. **Tenant** shall make all necessary alterations, improvements, and repairs only upon the consent of **Landlord** in writing and shall

not thereafter remove, change or otherwise alter or affect any alterations, improvements or repairs.

6. **Tenant** hereby certifies and agrees that it has examined the property, and is familiar with its condition and with all obvious and latent defects and, having made a careful inspection of the property, agrees to accept it in its present condition and to hold blameless, discharge and indemnify **Landlord** from any claim by way of deduction of rent, damages, or otherwise, by reason of any apparent or latent defects in the physical condition of said premises and damages or losses resulting therefrom, or otherwise.
7. **Tenant** hereby agrees to pay the cost of all mercantile licenses, and/or any other type of licenses which may be required in order these premises, and to pay any and all other permit fees.
8. The rent as hereinabove set forth, in Paragraph 3 hereof, shall be paid as provided, and it is further provided that if any rent shall be due and unpaid, or default be made in any one of the covenants, conditions and rules herein contained or incorporated herein by reference, by **Tenant**, all rights of **Tenant** in and to this lease and agreement shall thereupon immediately cease and determine, and all monies paid, repairs, alterations and improvements made, shall be forfeited to and shall inure to the benefit of **Landlord** and it shall thereupon be lawful for **Landlord**, at its option, without notice and without demand for said rent or for the performance of any of said covenants or conditions, to thereupon declare this Lease null and void and said term ended, and all rights hereunder ended, and to re-enter the said premises and to remove all persons therefrom, or to proceed by action for the recovery of the possession thereof, the rent due, or both, as **Landlord** may see fit.
9. **Tenant** hereby covenants and agrees that at the expiration of this Lease, **Tenant** shall yield up and surrender possession of the premises, together with all appurtenances, all repairs, all improvements and all alterations of any kind whatsoever, in as good a state and condition as the premises now are, or may be put into either by **Landlord** or **Tenant**.
10. It is further agreed that the acceptance of rent by the **Landlord** after a knowledge of any breach of any covenant, rule, regulation or condition contained herein or suffering **Tenant** to thereafter remain in possession, shall not operate as waiver by **Landlord** of any such covenant, rule, regulation or its right to proceed by reason of the breach thereof.
11. **Tenant** further agrees to permit any accredited representative or agent of **Landlord**, to make an inspection of said premises at any reasonable time for the purpose of determining the condition thereof, or for any other lawful purpose.
12. **Landlord** hereby covenants that upon compliance by **Tenant** with the terms and conditions hereof, and upon payment of rent as herein provided, **Tenant** shall and may peaceably and quietly have and hold the said demised premises for the term aforesaid.
13. It is hereby understood and agreed between the parties hereto the **Landlord** shall have the right to cancel this Lease at any time for any part or all of the premises hereby let and demised by written notice to **Tenant** in the event that the said premises may be needed for the use of **Landlord**, or in the event that **Landlord** shall sell said premises or any part thereof.

IN WITNESS WHEREOF, **LANDLORD** AND **TENANT** have hereunto set their hands and seals all on the date and year first above written.

ATTEST:

Karen M Gose
Karen Gose, Deputy City Clerk

THE CITY OF WILDWOOD

By: [Signature]
Mayor Ernie Troiano

By: [Signature]
Tenant