

BLOCK 701.29 LOT 1 QUALIFICATION CODE _____ ADDRESS (SITE) 270 Chambersbridge Rd PERMIT NO. 14-3142



CONSTRUCTION PERMIT APPLICATION

Applicant Completes: Sections I, II, III (optional), IV, VI, and VII

I. IDENTIFICATION

1. Proposed Work Site at: 270 Chambersbridge Rd Unit 11

2. Name of Owner in Fee: Brick Children's Community Center
Tel. (732) 684-2365 e-mail Kendra@24killihomes.com
Address 710 Barbary Dr. Brick, NJ 08723
street municipality zip code

3. Ownership in Fee: ☒ Public ☐ Private

4. Principal Contractor: Self Tel. ()
Address _____ e-mail _____

License No. OR, if new home, Builder Reg. No. _____ Exp. Date _____

Home Improvement Contractor Registration No. or Exemption Reason (if applicable): _____

Federal Emp. ID No. 223-209 645 FAX: (732) 262-4745

5. Architect or Engineer _____ Contact _____
Address _____ e-mail _____
Tel. () FAX: ()

6. Responsible Person in Charge once Work has Begun
Tel. () FAX: ()

V. FEE SUMMARY (for office use only)

		Update	Update
1. Building	\$ <u>100</u>		
2. Electrical			
3. Plumbing			
4. Fire Protection			
5. Elevator Devices			
6. Subtotal			
7. Less 20% for State Plan Review	\$		
8. Subtotal	\$		
9. State Permit Surcharge Fee			
10. Subtotal	\$		
11. Cert. of Occupancy			
12. Other			
13. TOTAL	\$ <u>100</u>		

VI. BUILDING/SITE CHARACTERISTICS

	(office use only)
1. Number of Stories	
2. Height of Structure	ft.
3. Area — Largest Floor	sq. ft.
4. New Building Area	sq. ft.
5. Volume of New Structure	cu. ft.
6. Max. Live Load	
7. Max. Occupancy Load	
8. If Industrialized Building: State Approved	HUD
9. Total Land Area Disturbed	sq. ft.
10. Flood Hazard Zone	
11. Base Flood Elevation	ft.
12. Wetlands	yes no

IIa. PROPOSED WORK

- | | | | |
|---|--|--|---|
| ☐ Minor Work | ☐ New Building | ☐ Addition | ☐ Demolition |
| ☐ Repair | ☐ Alteration | ☐ Renovation | ☐ Reconstruction |
| ☐ Asbestos Abat. -Subch. 8 | ☐ Lead Hazard Abatement | ☐ Radon Remediation | ☐ Annual Permit |

IIb. SUBCODES

(Check all that apply)

- ☐ Building
☐ Electrical
☐ Plumbing
☐ Fire Protection
☐ Elevator

FOR OFFICE USE ONLY (Optional)

Est. Cost	Plans Rec'd by	Date Rec'd	Rejection Date	Approval Date	Re-viewer	Resubmission Dates Approval	Rejection	Re-viewer

TOTAL COST

VII. DESCRIPTION OF BUILDING USE

A. RESIDENTIAL (primary use)

1. State Specific Use: _____
2. Use Group, Proposed: _____
3. Change In Use Group, Indicate Present: _____
4. No. of dwelling units: Total Units Income-restricted
- | | |
|----------------|--|
| Gained, Sale | |
| Gained, Rental | |
| Lost, Sale | |
| Lost, Rental | |

B. NON-RESIDENTIAL (primary use)

1. State Specific Use: _____
2. Use Group, Proposed: _____
3. Change In Use Group, Indicate Present: _____

C. MIXED USE -List secondary use(s):

- D. Construct. Classification: Present _____
Proposed _____

III. PLAN REVIEW (optional)

- DO YOU WANT:
1. ☐ Partial Releases
2. ☐ Prototype Processing

IV. DOES OR WILL YOUR BUILDING CONTAIN ANY OF THE FOLLOWING?

- | | | | |
|--|---|---|---|
| 1. ☐ Elevators/Escalators/Lifts/ Dumbwaiters/Moving Walks | 4. ☐ Refrigeration Systems | 8. ☐ Smoke Control Systems in Open Wells | 12. ☐ Fire Alarm |
| 2. ☐ High Pressure Boilers | 5. ☐ Cross-Connections/Backflow Preventers | 9. ☐ Underground Storage Tanks | |
| 3. ☐ Pressure Vessels | 6. ☐ Hazardous Uses/Places of Assembly | 10. ☐ Swimming Pools, Spas and Hot Tubs | |
| | 7. ☐ Sprinklers/Standpipes | 11. ☐ LPGas Tanks | |



Brick Township
401 Chambersbridge Rd
Brick, NJ 08723

Date Issued 12/8/2017
Control Number C-14-004201
Permit Number 14-3142
Permit Issue Date 9/23/2014
Certificate Number 14-3142

Certificate

Construction Code Division
(Certificate of Approval)

Identification

Work Site Location: 270 CHAMBERS BRIDGE RD. Brick Childrens Community Theater Brick Township, NJ Block: 701.29 Lot: 1 Qual: _____
Owner in Fee: TOWNSHIP OF BRICK
Owner Address: 401 CHAMBERSBRIDGE RD BRICK NJ 08723
Telephone: _____
Contractor Kendra Zarilli
Address 710 Barberry Drive Brick NJ 08723
Telephone: (732) 684-2365 Fax: _____
License Number or Builders Registration Number: _____ Federal Emp. Number: _____
Home Warranty Number: _____
Type of Warranty Plan: ☐ State ☐ Private
Use Group: B Construction Classification: _____
Maximum Live Load: 0 Maximum Occupancy Load: 0
Description of Work/Use: INTERIOR DEMO

Certificate Comments:

☐ **Certificate of Occupancy**

This serves notice that said building or structure has been constructed in accordance with the New Jersey Uniform Construction Code and is approved for occupancy.

☒ **Certificate of Approval**

This serves notice that the work completed has been constructed or installed in accordance with the New Jersey Uniform Construction Code and is approved. If the permit was issued for minor work, this certificate was based upon what was visible at the time of inspection.

☐ **Certificate of Continued Occupancy**

This serves notice that based on a general inspection of the visible parts of the building there are no imminent hazards and the building is approved for continued occupancy.

☐ **Temporary Certificate of Compliance**

The following conditions must be met no later than or the owner will be subject to fine or order to vacate:

This certificate has an expiration date of:

Conditions to be met:

☐ **Certificate of Clearance - Lead Abatement 5:17**

This serves notice that based on written certification, lead abatement was performed as per NJAC5:17 to the following extent.

- ☐ Total removal of lead-based paint hazards in scope of work
☐ Partial or limited time period (years); see file

☐ **Certificate of Clearance - Asbestos Abatement**

This serves notice that based on written certification, asbestos abatement was performed to the following extent.

- ☐ Total removal of asbestos hazards in scope of work
☐ Partial or limited time period (years); see file

☐ **Certificate of Compliance**

This serves notice that said potentially hazardous equipment has been installed and/or maintained in accordance with the New Jersey Uniform Construction Code and is approved for use until

☐ **Temporary Certificate of Occupancy**

The following conditions must be met no later than: or the owner will be subject to fine or order to vacate:

This certificate has an expiration date of:

Conditions to be met:

Construction Official

Date Printed: 12/8/2017

U.C.C. F260 (rev. 08/05)

Fee: \$0.00

Check Number: _____

Collected By: _____

Page 1



BUILDING SUBCODE TECHNICAL SECTION



A. IDENTIFICATION—APPLICANT: COMPLETE ALL APPLICABLE INFORMATION. WHEN CHANGING CONTRACTORS, NOTIFY THIS OFFICE. CALL UTILITY DIG NO: 1-800-272-1000.

Block 70123 Lot 1 Qualification Code 270
Work Site Location Chambers Bldg Rd Unit 11

Owner In Fee: Brick Chambers Court Theatre

Tel. (732) 684-2263 e-mail Kendra@zeulihans.com

Address 710 Ruben Dr. Municipality Princeton Zip code 08540

Contractor: S&B Tel. ()

Address e-mail

Contractor License No. or Builder Registration No. Exp. Date

Home Improvement Contractor Registration No. or Exemption Reason (if applicable):

Federal Emp. ID No. 223-203-685 FAX: (732) 262-4745

JOB SUMMARY (Office Use Only)

PLAN REVIEW	Date	Initial	INSPECTIONS	Type	Failure	Dates (Month/Day)	Initial
☐ No Plans Required			☐ Footing				
☐ All			☐ Footing Bonding				
☐ Footings/Foundations			☐ Foundation				
☐ Structural/Framework			☐ Slab				
☐ Exterior			☐ Frame				
☐ Interior			☐ Truss Sys./Bracing				
☐ Joint Plan Review Required:			☐ Barrier-Free				
☐ Elec. ☐ Plumb. ☐ Fire ☐ Elevator			☐ Insulation				
☐ SUBCODE APPROVAL for PERMIT			☐ Finishes -Base Layer				
Date: <u>11/12/17</u>			☐ Finishes -Final				
Approved by: <u> </u>			☐ Energy				
☐ CO ☐ CCO ☐ CC			☐ Mechanical				
Date: <u>11/12/17</u>			☐ TCO				
Approved by: <u> </u>			☐ Other				
☐ Barrier-Free			☐ Final				

B. BUILDING CHARACTERISTICS

Use Group Present Proposed

No. of Stories ft.

Height of Structure sq. ft.

Area — Largest Floor sq. ft.

New Bldg. Area/All Floors sq. ft.

Volume of New Structure cu. ft.

Max. Live Load

Max. Occupancy Load

Constr. Class Present Proposed

If Industrialized Building: State Approved HUD

Est. Cost of Bldg. Work:

1. New Bldg. \$ 500
2. Rehabilitation \$ 500
3. Total (1+2) \$ 500

U.C.C. F110 (rev. 11/09)

C. CERTIFICATION IN LIEU OF OATH
I hereby certify that I am the (agent of) owner of record and am authorized to make this application.

Sign here:

Print name here:

D. TECHNICAL SITE DATA

DESCRIPTION OF WORK

Dem of a few partition walls.

Date Received 14-3142
Control # 9123114
Date Issued
Permit #

TYPE OF WORK:

- ☐ New Building
- ☐ Addition
- ☐ Rehabilitation
- ☐ Roofing
- ☐ Siding
- ☐ Fence Height (exceeds 6') Sq. Ft.
- ☐ Sign Sq. Ft.
- ☐ Pool
- ☐ Retaining Wall Sq. Ft.
- ☐ Asbestos Abatement Subchapter 8
- ☐ Lead Haz. Abatement NJAC 5:17
- ☐ Radon Remediation
- ☐ Other
- ☐ Demolition

FEE (Office Use Only)

Administrative Surcharge \$

Minimum Fee \$

State Permit Surcharge Fee \$

TOTAL FEE \$

- 1 White = Inspector Copy
- 2 Canary = Office Copy
- 3 Pink = Office Copy
- 4 Gold = Applicant Copy

CERTIFICATION IN LIEU OF OATH

I. OWNER SECTION (to be completed if the applicant is the owner in fee)

I hereby certify that I am the owner in fee of the property listed on Page 1.

Mark the following applicable boxes:

- A. ☐ I further certify that a new home (private residence) will be constructed on this property for my own use and occupancy. This dwelling is to be occupied by myself and is not to be used for any purpose other than single family residential use. I attest that all construction, plumbing, or electrical work will be done, in whole or in part, by me or by subcontractors under my supervision, in accordance with all applicable laws; and, I further acknowledge that said new home is not covered under the New Home Warranty and Builders Registration Act (N.J.S.A. 46:3B-1 et seq.) and that such fact shall be disclosed to any person purchasing this property within ten years of the date of issuance of a certificate of occupancy.

I UNDERSTAND THAT IN MARKING BOX A, I ACKNOWLEDGE THAT I AM ASSUMING RESPONSIBILITY FOR THE WORK DONE ON SAID PROPERTY, THE CONDITION OF THE PROPERTY PRIOR TO, DURING, AND AFTER ANY WORK PERFORMED, AND FOR THE PERFORMANCE OF THE SUBCONTRACTORS I HIRE, EMPLOY, OR OTHERWISE CONTRACT OR WITH WHOM I MAKE AGREEMENTS TO PERFORM WORK. I AM VOLUNTARILY AND KNOWINGLY ASSUMING THIS RESPONSIBILITY.

- B. ☐ I further certify the following as required by the New Jersey Uniform Construction Code, N.J.A.C. 5:23-2.15(f)1.ix:

I personally prepared the plans submitted for: 1) the new home referred to in A.; or, 2) an addition, alteration, renovation, or repair to an existing single family residence owned and occupied by myself and located on the property listed on Page 1; or, 3) a new structure that will be physically separate from, but that will be deemed part of, an existing single family residence that is owned and occupied by myself and located on the property listed on Page 1.

- C. ☐ I further certify that I will perform or supervise the following work:

C.1. ☒ Building C.2. ☒ Fire Protection

I further certify that I will perform the following work:

C.3. ☒ Electrical C.4. ☐ Plumbing

- D. ☐ I agree to advise all contractors on this project that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey tax laws.

I further certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(a)5: All required State, county, and local prior approvals have been given, including such certification as the construction official may require.

I understand that if any of the above statements are willfully false, I am subject to punishment.

Signature

Kendra Zamil

Date

9/23/2014

II. AGENT SECTION (to be completed if the applicant is not the owner in fee)

I hereby certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(d): the proposed work is authorized by the owner in fee; and I have been authorized by the owner in fee to make this application as his agent.

I further certify the following as required by the Uniform Construction Code, N.J.A.C. 5:23-2.15(a)5: All required State, county, and local prior approvals have been given, including such certification as the construction official may require.

I agree to advise all contractors on this project that they are required to be registered with the New Jersey Division of Taxation and to comply with all New Jersey tax laws.

I understand that if any of the above statements are willfully false, I am subject to punishment.

☒ Check if contractor.

Agent Name

Kendra Zamil

Address

78 Rochester Dr. Bldg, NJ 08745

Telephone

(202) 684-2365

Signature

Kendra Zamil

III. ☐ LEAD HAZARD ABATEMENT: Include Homeowner or Building Owner Affidavit as per N.J.A.C. 5:17.



CONSTRUCTION PERMIT

Date Issued 09/23/2014
Control # C-14-004201
Permit # 14-3142

IDENTIFICATION Block: 701.29 Lot: 1 Qualifier _____
Work Site Location: 270 CHAMBERS BRIDGE RD. Brick Childrens Contractor Kendra Zarilli
Community Theater Brick Township, NJ Address 710 Barbary Drive Brick NJ 08723
Owner in Fee TOWNSHIP OF BRICK
401 CHAMBERS BRIDGE RD BRICK NJ 08723 Telephone: (732) 684-2365
Telephone: _____ Lic. No. or Bldrs. Reg. No. _____
Federal Employee No. _____

Is hereby granted permission to perform the following work:

- ☒ BUILDING ☐ PLUMBING ☐ LEAD HAZARD ABATEMENT
☐ ELECTRICAL ☐ FIRE PROTECTION ☒ DEMOLITION
☐ ELEVATOR DEVICES ☐ ASBESTOS ABATEMENT (Subchapter 8 only) ☐ OTHER

DESCRIPTION OF WORK:

INTERIOR DEMO

Note: If construction does not commence within one (1) year of date of issuance, or if construction ceases for a period of six (6) months, this permit is void.

Estimated Cost of Work \$500

Daniel Newman Jr
Construction Official

9/23/14
Date

PAYMENTS (Office Use Only)

Building	\$100
Electrical	\$0
Plumbing	\$0
Fire Protection	\$0
Elevator Devices	\$0
Other	\$0.00
DCA Training Fee	\$0
CO Fee	\$0
Other	\$0
Total	\$100
Check No.	1779
Cash	\$0
Credit	\$0
Collected By	Jessica Bergalowski

U.C.C. F170
equiv (rev 1/04)

1 WHITE - INSPECTOR

2 CANARY - OFFICE

3 PINK - TAX ASSESSOR

4 GOLD - APPLICANT

REQUIRED INSPECTIONS

Construction work must be inspected in accordance with the State Uniform Construction Code Regulations N.J.A.C. 5:23-2.18. This agency will carry out such periodic inspections during the progress of work as are necessary to insure that the work installed conforms with the requirements of the Uniform Construction Code.

The owner or other responsible person in charge of work must notify this agency when work is ready for any required inspections specified below. Requests for inspections must be made at least 24 hours prior to the time the inspection is desired. Inspections will be performed within three business days of the time for which they are requested. The work must not proceed in a manner which will preclude the inspection until it has been made and approval granted.

☒ Required inspections for all subcodes for one- and two-family dwellings are as follows:

1. The bottom of footing trenches before placement of footings, except that in cases of pile foundations, inspections shall be made in accordance with the requirements of the building subcode.
2. Foundations and all walls up to grade level prior to back filling.
3. All structural framing, connections, wall and roof sheathing and insulation; electrical rough wiring, panel and service installation; rough plumbing. The framing inspection shall take place after the rough electrical and plumbing inspections and after the installation of the heating, ventilation and for air conditioning duct system. The insulation inspection shall be performed after all other subcode rough inspections and prior to the installation of any interior finish material.
4. Installation of all finished materials, sealings of exterior joints, plumbing piping, trim and fixtures; electrical wiring, devices and fixtures; mechanical systems equipment.

09/23/14 12:43PM 001558H5794

XND3 SERV 003

\$100.00

CHECK \$100.00

Additional required inspections for all subcodes of construction, for other than one- and two-family dwellings, are fire suppression systems, heat producing devices and Barrier Free subcode accessibility, if applicable.

☐ Required special inspections. The applicant by accepting the permit will be deemed to have consented to these requirements:

☒ A final inspection is required for each applicable subcode area before a final Certificate of Occupancy or Approval may be issued. The final inspections include the installation of all interior and exterior finish materials, sealing of exterior joints, mechanical system and other required equipment; electrical wiring, devices and fixtures; plumbing pipes, trim and fixtures; tests required by any provision of the adopted subcodes, Barrier Free accessibility, if applicable; and verification of compliance with NJAC 5:23-3.5, "Posting structures".

☐ A complete copy of released plans must be kept on the job site.

If you do not understand any of this information, please ask.

TOWNSHIP OF BRICK

Debris form

Township owned Shipment

Work Site Address: 270 Chambersbridge Road Unit 11

Block: _____ Lot: _____

Contractor: Brick Childrens Community Theatre (Kendra Zarrilli)
President

Contractor's Address: 78 Rochester Dr, Brick

Type of Construction (minor, new home): remove a few partition wall

Type of Debris (shingles, siding, wood, etc.): Sheetrock/trim

Party responsible for removal: Brick Childrens Community Theatre

Dumpster size: 10yds

Destination of debris: Brick township Dump

Any recyclable material must be delivered to an approved recycling center and receipts provided to the Building Department along with tipping receipts for non-recyclable.

Generator's Certification: Under penalty of criminal and civil prosecution for the making or submission of false statements, representations or omissions, I declare, on behalf of the generator that the contents of this document are fully and accurately described above and have been disposed of in accordance with all applicable State and Federal laws and regulations, and that I have been authorized in writing, to make such declaration by the person in charge of the generator's operation.

Kendra Zarrilli
Signature

9.22.2014
Date

Kendra Zarrilli
Print Name

TOWNSHIP OF BRICK

OCEAN COUNTY, NEW JERSEY
401 CHAMBERS BRIDGE ROAD, BRICK, N.J. 08723

John G. Ducey, Mayor

Township Council:

Susan Lydecker – President
Jim Fozman – Vice President
Heather deJong
Bob Moore
Paul Mummolo
Marianna Pontoriero
Andrea Zapcic



Office of the Municipal Clerk

Lynnette A. Iannarone, RMC, CMR
Municipal Clerk
732-262-1002
clerk@twp.brick.nj.us
Fax: 732-262-2839

Jessica L. Larney, RMC, CMR
Assistant Municipal Clerk
732-262-1003
jlarney@twp.brick.nj.us
www.twp.brick.nj.us

Lease Agreement

September 11, 2014

Brick Children's Community Theatre
Attn: Mrs. Kendra Zarrilli, BCCT Board President
710 Barberry Drive
Brick, New Jersey 08723

Re: Lease Agreement- Civic Plaza

Dear Mrs. Zarrilli,

Enclosed please find an executed copy of the above referenced Lease Agreement along with a certified copy of the resolution authorizing such.

If I can be of further assistance do not hesitate to contact me.

Truly yours,


Lynnette A. Iannarone
Township Clerk

Enclosures



LEASE AGREEMENT

This Agreement is made on September 9, 2014,

Between

TOWNSHIP OF BRICK,
having an address at: 401 Chambersbridge Rd., Brick, NJ 08723,
herein designated as the Landlord,

And

BRICK CHILDREN'S COMMUNITY ~~THEATER~~ ^{THEATRE}
having an address at: 710 Barberry Street, Brick, NJ 08723,
~~Drive~~ herein designated as the Tenant;

WITNESSETH:

The Landlord does hereby lease to the Tenant and the Tenant does hereby rent from the Landlord, the following described premises: Civic Plaza, 270 Chambersbridge Road, Unit # ___ (1,500 s.f.), Brick Township, Ocean County, New Jersey, for a term of two (2) years, commencing on October 1, 2014, and ending on September 30, 2016, to be used and occupied only and for no other purpose than housing the Brick Children's Community Theater. * ~~exact s.f.~~ TBD.

Upon the following Conditions and Covenants:

1st. Payment of Rent: The Tenant covenants and agrees to pay to the Landlord, as rent for and during the term hereof, the sum of \$13.00 per square foot for 1,500 square feet, per annum, for a total annual rent of \$19,500, in the following manner: The sum of \$1,625.00 on the 1st day of October, 2014 and a like sum on the 1st day of each and every month thereafter, until September 1, 2016. Rent received more than ten (10) days late shall be subject to a \$25 late fee. In addition to monthly Rent as set forth herein, Tenant agrees to pay Common Area Maintenance (CAM) charges at a rate of \$1.57 per square foot, on a monthly basis of \$196.25 per month, to be paid at the same time as the rental payment, for a total monthly payment including rent and CAM charges of \$1,821.25. The Tenant shall also be responsible for the quarterly payment of applicable real estate taxes for the premises, which shall be billed directly to the Tenant by the municipal assessor. In the event that the Tenant obtains a valid tax exempt status, then real estate taxes shall be exempt in accordance with applicable State law. * ~~exact s.f.~~ TBD.

2nd. Repairs and Care: The Tenant has examined the premises and has entered into this lease without any representation on the part of the Landlord as to the condition thereof. The Tenant accepts responsibility for all fit up costs, including the construction of an interior wall to separate an adjoining unit, and will obtain all necessary permits and inspections from the Township for such work. The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense, make all repairs, including painting and decorating, and shall maintain the premises in good condition and state of repair, and at the end or other expiration of the term hereof, shall deliver up the rented premises in good order and condition, wear and tear from a reasonable use thereof, and damage by the elements not resulting from the neglect or fault of the Tenant, excepted. The Tenant shall neither encumber nor obstruct the sidewalks, driveways, yards, entrances, hallways and stairs, but shall keep and

maintain the same in a clean condition, free from debris, trash, refuse, snow and ice. Landlord shall be responsible for repairing the roof and maintaining the furnace and air conditioning units. Landlord shall be responsible for supplying garbage removal at the premises.

3rd. Compliance with Laws, etc: The Tenant shall promptly comply with all laws, ordinances, rules, regulations requirements and directives of the Federal, State and Municipal Governments or Public Authorities and of all their departments, bureaus and subdivisions, applicable to and affecting the said premises, their use and occupancy, for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the said premises, during the term hereof; and shall promptly comply with all orders, regulations, requirements and directives of the Board of Fire Underwriters or similar authority and of any insurance companies which have issued or are about to issue policies of insurance covering the said premises and its contents, for the prevention of fire or other casualty, damage or injury, at the Tenant's own cost and expense. The Tenant shall be entitled to a waiver of all Township fees imposed to obtain a change in use permit to permit its intended use.

4th. Assignment: The Tenant shall not assign, mortgage or hypothecate this lease, not sublet or sublease the premises or any part hereof; nor occupy or use the leased premises or any part hereof, nor permit or suffer the same to be occupied or used for any purposes other than as herein limited, nor for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty.

5th. Alterations and Improvements: No alterations, additions or improvements shall be made, and no climate regulating, air conditioning, cooling, heating or sprinkler systems, television or radio antennas, heavy equipment, apparatus and fixtures, shall be installed in or attached to the leased premises, without the written consent of the Landlord. Unless otherwise provided herein, all such alterations, additions or improvements and systems, when made, installed in or attached to the said premises, shall belong to and become the property of the Landlord and shall be surrendered with the premises and as part hereof upon the expiration or sooner termination of this lease, without hindrance, molestation or injury. Approval of alterations and improvements shall not be arbitrarily denied or withheld and will be promptly processed.

6th. Fire and Other Casualty: In case of fire or other casualty, the Tenant shall give immediate notice to the Landlord. If the premises shall be partially damaged by fire, the elements or other casualty, the Landlord shall repair the same as speedily as practicable, but the Tenant's obligation to pay the rent hereunder shall not cease. If, in the opinion of the Landlord, the premises be so extensively and substantially damaged as to render it untenable, then the rent shall cease until such time as the premises shall be made tenantable by the Landlord. However, if, in the opinion of the Landlord, the premises be totally destroyed or so extensively and substantially damaged as to require practically a rebuilding thereof, then the rent shall be paid up to the time of such destruction and then and from thenceforth this Lease shall come to an end. In no event however, shall the provisions of this clause become effective or be applicable, if the fire or other casualty and damage shall be the result of the carelessness, negligence or improper conduct of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors. In such case, the Tenant's liability for the payment of rent and the performance of all the covenants, conditions and terms hereof on the Tenant's part to be performed shall continue and the Tenant shall be liable to the

Landlord for the damage and loss suffered by the Landlord. If the Tenant shall have been insured against any of the risks herein covered, then the proceeds of such insurance shall be paid over to the Landlord to the extent of the Landlord's costs and expenses to make the repairs hereunder, and such insurance carriers shall have no recourse against the Landlord for reimbursement.

7th. Inspection and Repair: The Tenant agrees that the Landlord and the Landlord's agents, employees or other representatives shall have the right to enter into and upon the said premises or any part hereof, at all reasonable hours, for the purpose of examining the same or making such repairs or alterations therein as may be necessary for the safety and preservation thereof. This clause shall not be deemed to be covenant by the Landlord nor be construed to create an obligation on the part of the Landlord to make such inspection or repairs.

8th. Right to Exhibit: The Tenant agrees to permit the Landlord and the Landlord's agents, employees or other representatives to show the premises to persons wishing to rent or purchase the same, and Tenant agrees that on and after next preceding the expiration of the term hereof, the Landlord or the Landlord's agents, employees or other representatives shall have the right to place notices on the front of said premises or any part hereof, offering the premises for rent or for sale; and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

9th. Glass, etc., Damage, Repairs: In case of the destruction of or any damage to the glass in the leased premises, or the destruction of or damage of any kind whatsoever to the said premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, the Tenant shall repair the said damage or replace or restore any destroyed parts of the premises, as speedily as possible, at the Tenant's own cost and expense.

10th. Signs: The Tenant shall not place nor allow to be placed any signs of any kind whatsoever, upon, in or about the said premises or any part hereof, except of a design and structure and in or at such places as may be indicated and consented to by the Landlord in writing. In case the Landlord or the Landlord's agents, employees or representatives shall deem it necessary to remove any such signs in order to paint or make any repairs, alterations or improvements in or upon said premises or any part hereof, they may be so removed, but shall be replaced at the Landlord's expense when the said repairs, alterations or improvements shall have been completed. Any signs permitted by the Landlord shall at all times conform with all municipal ordinances or other laws and regulations applicable thereto.

11th. Non-Liability of Landlord: The Landlord shall not be liable for any damage or injury which may be sustained by the Tenant or any other person, as a consequence of the failure, breakage, leakage or obstruction of the water, plumbing, steam, sewer, waste or soil pipes, roof, drains, leaders, gutters, valleys, downspouts or the like or of the electrical, gas, power, conveyor, refrigeration, sprinkler, air conditioning or heating systems, elevators or hoisting equipment; or by reason of the elements; or resulting from the carelessness, negligence or improper conduct on the part of any other Tenant or of the Landlord or the Landlord's or this or any other Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or

successors; or attributable to any interference with, interruption of or failure, beyond the control of the landlord, of any services to be furnished or supplied by the Landlord.

12th. Mortgage Priority: This lease shall not be a lien against the said premises in respect to any mortgages that may hereafter be placed upon said premises. The recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording and the Tenant agrees to execute any instruments, without cost, which may be deemed necessary or desirable, to further effect the subordination of this lease to any such mortgage or mortgages. A refusal by the Tenant to execute such instruments shall entitle the Landlord to the option of cancelling this lease, and term hereof is hereby expressly limited accordingly.

13th. Tenant Insurance: Throughout the term of this Lease, Tenant shall maintain at its own cost and expense (a) fire and extended coverage, vandalism, riot, malicious mischief and special extended coverage in an amount adequate to cover the cost and replacement of all decorations, fixtures, contents and improvements in the premises in the event of loss; and (b) public liability insurance on an occurrence basis with minimum limits of liability in the amount of Five Hundred Thousand (\$500,000.00) Dollars for bodily injury, personal injury or death to any one person, and One Million (\$1,000,000.00) Dollars for bodily injury, personal injury or death to more than one person, and Fifty Thousand (\$50,000.00) Dollars with respect to damage to property. Tenant also agrees to insure and keep insured in the name of Tenant and for and in the name of Landlord at Tenant's expense all outside glass in the premises.

14th. Increase of Insurance Rates: If for any reason it shall be impossible to obtain fire and other hazard insurance on the buildings and improvements on the leased premises, in an amount and in the form and in insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant fifteen days notice in writing of the Landlord's intention so to do, and upon the giving of such notice, this lease and the term thereof shall terminate. If by reason of the use to which the premises are put by the Tenant or character of or the manner in which the Tenant's business is carried on, the insurance rates for fire and other hazards shall be increased, the Tenant shall upon demand, pay to the landlord, as rent, the amounts by which the premiums for such insurance are increased. Such payment shall be paid with the next installment of rent but in no case later than one month after such demand, whichever occurs sooner.

15th. Utilities: The Tenant shall pay when due all the rents or charges for water, sewer or other utilities used by the Tenant, which are or may be assessed or imposed upon the leased premises or which are or may be charged to the Landlord by the suppliers thereof during the term hereof, and if not paid, such rents or charges shall be added to and become payable as additional rent with the installment of rent next due or within thirty (30) days of demand therefore, whichever occurs sooner.

16th. 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 the

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, shall terminate, and term hereof shall end as of such date as the Landlord shall fix by notice in writing; and the Tenant shall have no claim or right to claim or be entitled to any portion of any amount which may be awarded as damages or paid as the result of such condemnation proceedings or paid as the purchase price for such option, sale or conveyance in lieu of formal condemnation proceedings; and all rights of the Tenant to damages, if any, are hereby assigned to the Landlord. The Tenant agrees 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 Tenant covenants and agrees to vacate the said premises, remove all the Tenant's personal property therefrom and deliver up peaceable possession thereof to the Landlord or to such other party designated by the Landlord in the aforementioned notice. Failure by the Tenant to comply with any provisions in this clause shall subject the Tenant to such costs, expenses, damages and losses as the landlord may incur by reason of the Tenant's breach hereof.

17th. Remedies Upon Tenant's Default: If there should occur any default on the part of the Tenant in the performance of any conditions and covenants herein contained, or if during the term hereof the premises or any part thereof shall be or become abandoned or deserted, vacated or vacant, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord, in addition to any other remedies herein contained or as may be permitted by law, may either by force or otherwise, without be liable for prosecution therefore, or for damages, re-enter the said premises and the same have and again possess and enjoy; and as agent for the Tenant or otherwise, re-let the premises and receive the rents therefore and apply the same, first to the payment of such expenses, reasonable attorney fees and costs, as the landlord may have been put to in re-entering and repossessing the same and in making such repairs and alterations as may be necessary; and second to the payment of the rents due hereunder. The Tenant shall remain liable for such rents as may be in arrears and also the rents as may accrue subsequent to the re-entry by the Landlord, to the extent of the difference between the rents reserved hereunder and the rents, if any, received by the Landlord during the remainder of the unexpired term hereof, after deducting the aforementioned expenses, fees and costs; the same to be paid as such deficiencies arise and are ascertained each month.

18th. Termination on Default: Upon the occurrence of any of the contingencies set forth in the preceding clause, or should the Tenant be adjudicated a bankrupt, insolvent or placed in receivership, or should proceedings be instituted by or against the Tenant for bankruptcy, insolvency, receivership agreement of composition or assignment for the benefit of creditors, or if this lease or the estate of the Tenant hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law, the Landlord may, if the Landlord so elects, at any time thereafter, terminate this lease and the term hereof, upon giving to the Tenant or to any trustee, receiver, assignee or other person in charge of or acting as custodian of the assets or property of the Tenant, five days notice in writing, of the Landlord's intention so to do. Upon the giving of such notice, this lease and the term hereof shall end on the day fixed in such notice as if the said date was the date originally fixed in this lease for the expiration hereof; and the Landlord shall have the right to remove all

persons, goods, fixtures and chattels therefrom, by force or otherwise, without liability for damages.

19th. Removal of Tenant's Property: Any equipment, fixtures, goods or other property of the Tenant, not removed by the Tenant upon the termination of this lease, or upon any quitting, vacating or abandonment of the premises by the Tenant, or upon the Tenant's eviction, shall be considered as abandoned and the Landlord shall have the right, without any notice to the Tenant, to sell or otherwise dispose of the same, at the expense of the Tenant, and shall not be accountable to the Tenant for any part of the proceeds of such sale, if any.

20th. Reimbursement of Landlord: If the Tenant shall fail or refuse to comply with and perform any conditions and covenants, at the cost and expense of the Tenant, and the said cost and expense shall be payable on demand, or at the option of the Landlord shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

21st. Non-performance by Landlord: This lease and the obligation of the Tenant to pay the rent hereunder and to comply with the covenants and conditions hereof, shall not be affected, curtailed, impaired or excused because of the Landlord's inability to supply any service or material called for herein, by reason of any rule, order, regulation or preemption by any governmental entity, authority, department, agency or subdivision or for any delay which may arise by reason of negotiations for the adjustment of any fire or other casualty loss or because of strikes or other labor trouble or for any cause beyond the control of the Landlord.

22nd. Validity of Lease: 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.

23rd. Non-Waiver by Landlord: The various rights, remedies, options and elections of the Landlord, expressed herein, are cumulative, and the failure of the landlord to enforce strict performance by the Tenant of the conditions and covenants of this lease or to exercise any election or option or to resort or have recourse to any remedy herein conferred or the acceptance by the Landlord of any installment of rent after any breach by the Tenant, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the Landlord of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

24th. Notices: All notices required under the terms of this lease shall be given and shall be complete by mailing such notices by 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.

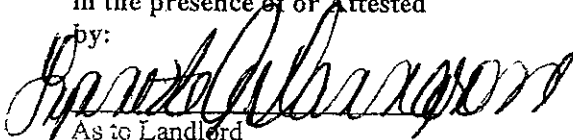
25th. Title and Quiet Enjoyment: The Landlord covenants and represents that the Landlord is the owner of the premises herein leased and has the right and authority to enter into, execute and deliver this lease; and does further covenant that the Tenant on payment the rent and performing the conditions and covenants herein contained, shall and may peaceable and quietly have, hold and enjoy the leased premises for the term aforementioned.

26th. 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 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 Tenant.

27th. Conformation with Laws and Regulations. The Landlord may pursue the relief or remedy sought in any invalid clause, by conforming the said clause with the provisions of the statutes or the regulations of any governmental agency in such case made and provided as if the particularly provisions of the applicable statutes or regulations were set forth herein at length.

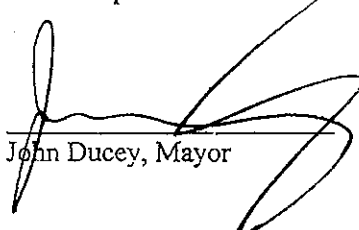
In Witness Whereof, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers and their proper corporate seal to be hereto affixed, the day and year first above written.

Signed, Sealed and Delivered
in the presence of or Attested
by:


As to Landlord
LYNNETTE A. IANNARONE
TOWNSHIP CLERK

Township of Brick

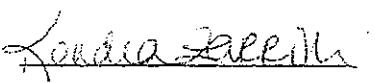
By:


John Ducey, Mayor

Brick Children's
Community Theater Theatre

As to Tenant

By:


BCCT BOARD PRESIDENT