

LEASE AGREEMENT

THIS LEASE AGREEMENT made this day of 4/1/, 2016,

BETWEEN: TOWNSHIP OF BERKELEY, a municipal corporation of the State of New Jersey, having its principle office located at Pinewald-Keswick Road, Bayville, New Jersey, 08721, hereinafter referred to as the "Landlord"

AND: BERKELEY TOWNSHIP LITTLE LEAGUE, INC., a corporation of the State of New Jersey, having its principal office located at P.O. Box 172, Bayville, New Jersey, 08721, hereinafter referred to as "Tenant"

WITNESSETH:

WHEREAS, the Landlord has agreed to Lease to the Tenant, and the Tenant has agreed to Lease from the Landlord, all that certain premises owned by the Landlord known and designated as the Volunteer Community Center ("VCC") and the on-site Concession Stand, as well as the accessory structures at the Moorage Avenue Complex, hereinafter referred to as the "Premises," and as illustrated in Exhibit A; and

WHEREAS, this Lease is for the use of the subject Premises for Little League Baseball and sale of concessions at stand and related activities.

NOW, THEREFORE, be it agreed between the Landlord and Tenant as follows:

ARTICLE 1

1. Premises and Term.

(a) Landlord does hereby demise and Lease to the Tenant, and Tenant does hereby Lease from the Landlord, that certain Premises owned by the Landlord. The term of this Lease shall run for ten (10) years, commencing 4/1/16, and ending 3/31/26, hereinafter referred to as the "Term."

(b) The parties may renew this Lease for an additional term of ten (10) years upon such terms and conditions, including rent, as may be mutually agreed upon between

Tenant and Landlord. If the Tenant wishes to exercise this renewal option, the Tenant must give written notice to the Landlord six (6) months prior to the expiration of the Lease Term. Failure to provide written notice, or to mutually agree upon the terms for the renewal period, shall result in termination of the Lease.

ARTICLE 2

2. Rent.

(a) Tenant shall pay to Landlord as rent for the Premises the sum of **ONE (\$1.00) DOLLAR** per year for the Term of this Lease, hereinafter referred to as the "Rent,".

(b) Tenant shall, as additional Rent, pay for utility use as provided in section 4.5 below.

ARTICLE 3

3. Use of Premises.

3.1 Use by Tenant. Said land and Premises shall be generally limited to use by Little League Baseball and sale of concessions at stand and related activities. Said Premises shall not be used for any other purpose or purposes. Tenant may permit the use of the Premises by other not for profit youth sports, educational or social organizations, or not for profit civic organizations in general, provided such organizations are comprised of at least 85% Berkeley Township (and Ocean Gate) residents. Should Tenant wish to permit the use of the Premises by a not for profit organization, pre-approval shall be obtained from the Landlord, which shall not be unreasonably withheld. Should Tenant wish to permit the use of the Premises by a for profit organization for the purposes of provided instruction to Berkeley Township residents, pre-approval shall be obtained, which will not be unreasonably withheld. The Landlord shall be entitled to request information in connection with the pre-approval process.

3.2 Use by Landlord. Tenant understands that there are instances where the Landlord requires use of the Premises for instances such as in the event of emergencies or for recreation programs affected by inclement weather. Landlord shall be able to utilize the Premises for a polling location for the June Primary and the November General Election, as well as for any special elections. It is noted that these elections are controlled by the State and the Board of Education and should any date be changed, Tenant will be made aware. Landlord shall further be entitled to utilize the Premises when needed, so long as the use does not interfere with the Tenant's operations. Landlord shall notify Tenant in advance of any such dates it will require the use of the Premises and Tenant shall not unreasonably deny Landlord access to same.

ARTICLE 4

4. General Conditions.

4.1. Said Premises during the Term of this Lease shall always be kept in a clean and orderly condition. Tenant shall be responsible for maintenance of the Premises.

4.2. Tenant shall, at its sole cost and expense, make all repairs to the interior areas of the Premises. Landlord will conduct a bi-yearly inspection of the VCC.

4.3. Tenant shall submit a report to the Township Administrator on an annual basis in accordance with N.J.S.A. 40A:12-14(c). Said report shall set out the use to which the Premises were put during the year preceding, the activities undertaken in furtherance of the public purpose for which the leasehold was granted, the approximate value or cost, if any, of such activities in furtherance of such purpose, and an affirmation of the continued tax-exempt status of the nonprofit corporation pursuant to both State and Federal Law. Tenant shall also submit a report to the Township Administrator, on a form acceptable to Landlord, regarding Berkeley Township Little League, Inc. registration for the preceding year. Tenant shall submit

an annual report, in a form acceptable to Landlord, within thirty (30) days of the completion of the regular season or by October 1st of the current year, whichever is earlier, accounting Tenant's operations within the previous twelve (12) months. The annual report shall include an annual financial statement and current tax return.

Tenant shall submit a copy of its organizational By-laws to the Township Administrator upon execution of this Lease. Tenant shall submit updated By-laws to the Township Administrator annually upon the anniversary of the execution of this Lease. If the By-laws have not been modified, Tenant may, in the alternative, submit a statement representing that there have been no changes to the By-laws previously submitted to Landlord.

4.4. The Tenant shall not store or use on the Premises any material which is hazardous, dangerous, flammable or explosive, or which may increase the risk of fire or other hazard.

4.5. Landlord shall pay directly to the utility companies, upon receipt of invoice for same, the charge for all utilities, including, but not limited to, natural gas, sewer and water, as necessary to operate heating, air conditioning, hot water, office equipment, lighting and plumbing systems. Tenant shall, however, be responsible to pay for all utility use directly related to the use of the Premises (specifically, the VCC building). Landlord shall provide Tenant written notice of the payment required to reimburse the Landlord for the utility use of the Tenant. Tenant shall make payment to the Landlord for said utility use within forty-five (45) days of notice from Landlord.

4.6. Landlord will install a knock box on the VCC Building for access during emergencies. Landlord will have sole control over the knock box and its code.

4.7. Landlord will control the water allocation for watering the fields and inspect the water meter on an at will basis.

ARTICLE 5

5. Conduct. All agents, employees and invitees of the Tenant shall conduct themselves in an orderly and respectable manner in connection with the operation of the Premises during the Term of this Lease. Tenant shall follow the Berkeley Township Code of Conduct Policy pursuant to Township Code §26-3.

ARTICLE 6

6. Termination of Lease. Tenant shall, at the expiration of this Lease, surrender the Premises in as good condition as the same shall have been at the time possession thereof had been delivered to Tenant, except for ordinary wear and tear. It is expressly understood and agreed between the parties that the Landlord may, if it so elects, at any time hereafter, terminate this Lease for the causes listed below, and the term hereof, upon giving thirty (30) days' written notice to Tenant as provided for herein of its intention to do so, and upon the giving of such notice, this Lease and the Term hereof shall terminate.

6.1. If a default is made in the payment of the utility costs or any part thereof as herein specified;

6.2. If, without the written consent of the Landlord, Tenant shall sell, assign or mortgage this Lease;

6.3. If the Tenant defaults in the performance of any of the covenants and agreements contained in this Lease;

6.4. If the Tenant shall, after ten (10) days' written notice from the Landlord, fail to comply with any of the applicable statutes, ordinances, rules, orders, regulations and requirements of the federal, state and municipal governments, or of any and all of their departments and bureaus applicable to said Premises, or hereafter established as herein provided; or

6.5. If the Tenant shall file a petition in bankruptcy or be adjudicated as bankrupt or make an assignment for the benefit of creditors to take advantage of any insolvency act.

ARTICLE 7

7. Cancellation. Notwithstanding the provisions of Article 6, the Landlord may cancel this Lease without cause upon ninety (90) days' written notice to Tenant.

ARTICLE 8

8. Services. Tenant shall be responsible to pay directly any and all expenses related to its use of the Premises, subject to section 4.5 above.

ARTICLE 9

9. Signs. No signs are to be displayed on the Premises without the prior written approval of the Landlord. For signs located on the field for sponsorship purposes, the Tenant shall provide a list to the Landlord at the beginning of the year of such signs.

ARTICLE 10

10. Assignment. The Tenant shall not assign this Lease without the prior written consent of the Landlord.

ARTICLE 11

11. Quiet Possession. Upon Tenant observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet, peaceful, and uninterrupted possession of the Premises for the entire term thereof, subject to all the provisions of this Lease.

ARTICLE 12

12. Landlord's Consent. When Landlord's consent is required, Landlord's consent shall not be unreasonably or arbitrarily withheld.

ARTICLE 13

13. Mechanic's Liens Prohibited.

13.1. Tenant shall not suffer any mechanic's notice of intention or lien claim to be filed against the Premises reason of work, labor, services, or materials performed for or furnished to Tenant or to anyone holding the Premises, or any part thereof, through or under Tenant.

13.2. If Tenant shall fail to remove or discharge any mechanic's notice of intention or lien claim as described above within ninety (90) days after notice or knowledge of the filing of same, then in addition to all other rights of Landlord hereunder or by law upon a default by Tenant, Landlord may, at its option, procure the removal or discharge of same. An amount paid by Landlord for such purpose, including all reasonable attorneys' fees and other expenses therefor, shall become due and payable by Tenant to Landlord upon demand.

ARTICLE 14

14. Notice. Any notice by either party to the other shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered mail or certified mail in a postpaid envelope addressed, if to Tenant, at the Tenant's address as set forth above. If to Landlord, at Landlord's address as set forth above; or to either at such other address as Tenant or Landlord respectively, may designate in writing. Notice shall be deemed to have been duly given, if delivered personally, on delivery thereof, and if mailed, upon the 10th day after the mailing thereof. In the event that either Landlord or Tenant shall fail to comply with any of the covenants contained herein, either party shall give written notice of such failure by certified mail, return receipt requested, to the address for Landlord and for Tenant set forth above.

ARTICLE 15

15. Waiver. The failure of either party to insist on strict performance of any of the terms and conditions hereof shall not be deemed a waiver of any subsequent breach or default in either the terms or conditions breached, or in any other term or condition hereof.

ARTICLE 16

16. Improvements. Tenant may not construct any improvements on the Premises without the written consent of the Landlord. If any improvements are permitted, they shall be at the sole cost of the Tenant. Tenant shall provide Landlord with a plan of any improvements it makes to the Premises. Upon termination, Tenant shall remove all improvements from the Premises unless Landlord agrees in writing that any improvement(s) shall remain.

ARTICLE 17

17. Insurance for Benefit of Landlord. The Tenant, during the Term of this Lease, shall obtain and maintain liability insurance against all claims on account of personal injury and property damage or death to person, for which the Tenant may become liable as a result of the use and occupancy of the Premises, and shall name the Landlord as an additional insured under the said policy. Tenant shall maintain such comprehensive general liability insurance in an amount not less than \$1,000,000 per person and \$2,000,000 per occurrence, together with property damage insurance in the amount of \$1,000,000. Tenant shall provide Landlord with a Certificate of Insurance evidencing compliance with this paragraph and providing the Landlord with thirty (30) days' prior written notice of cancellation or amendment of said policy. Tenant is encouraged to obtain an insurance policy to cover its contents within the Premises. Landlord shall be held harmless against any damage or loss to these contents.

ARTICLE 18

18. The Landlord hereby retains the right to enter the premises at any time with reasonable notice to the Tenant.

ARTICLE 19

19. This Lease is contingent upon the Tenant obtaining and maintaining any and all governmental approvals required for its use of the Premises. Additionally, the Tenant shall make the Premises available for any required inspections, monitoring, or any other procedures required by any governmental agency.

ARTICLE 20

20. **Modification.** This Lease may not be modified unless such modification is in writing and signed by both parties.

ARTICLE 21

21. **Force Majeure.** The period of time during which Landlord is prevented from performing any act required to be performed under this Lease by reason of fire, catastrophe, acts of God, or of the public enemy, governmental prohibitions, embargoes, inability to obtain materials, or substitute materials, or labor by reason of governmental regulations or prohibitions, or other events beyond the reasonable control of the Landlord, shall be added to the time for performance of such act, and Landlord shall not be liable to Tenant or in default under this Lease as the result thereof.

ARTICLE 22

22. **Effect of Partial Invalidity.** If any provision of this Lease is held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

ARTICLE 23

23. Integration. This written Lease and the resolution approving the same, as well as attachments hereto, contain the entire agreement between the parties, and neither party has relied upon any prior or contemporaneous representation, either oral or written, that is not contained in this Lease or its incorporated parts.

ARTICLE 24

24. Pronouns. The use of the neuter singular pronoun in referring to Landlord shall, nevertheless, be deemed proper reference even though Landlord may be an individual, a corporation, a partnership or a group of two or more individuals or corporations.

ARTICLE 25

25. Successor and Assigns. The covenants and conditions herein contained shall apply to and bind the heirs, successors, executors, administrators and assigns of all the parties hereto.

ARTICLE 26

26. Affirmative Action.

26.1. The parties to this contract agree to incorporate into this contract the mandatory language of subsection 3.5(a) of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said subsection 3.5(a).

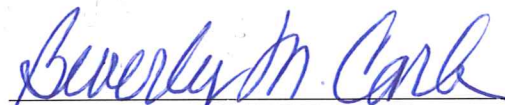
26.2. The parties to this contract agree to incorporate into this contract the mandatory language of section 3.7 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the contractor or subcontractor agrees to comply fully with the terms, provisions, and obligations of said section 3.7.

ARTICLE 27

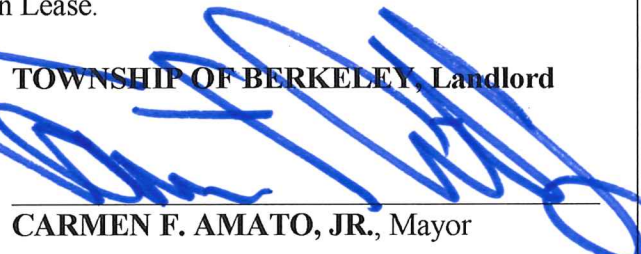
27. **Indemnify and Hold Harmless.** The Tenant shall indemnify and hold harmless the Landlord, its agents, servants and employees from any and all claims, liabilities, damages, or causes of action, including reasonable attorneys' fees, which may arise out of Tenant's use of the Premises. This hold harmless provision shall apply to any and all claims of any kinds whatsoever made against the Landlord by the Tenant or the Tenant's members, agents or invitees. The Tenant certifies that it has all the appropriate insurance coverage, including, but not limited to, automobile, worker's compensation and liability to third parties, and shall keep said insurance in full force and effect during the entire term of this Lease. It is the further agreement of the parties hereto that upon request, the Tenant shall provide evidence of such insurance coverage to the Landlord, its authorized agents, servants or employees.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be signed by their proper corporate officers or representatives of the partnership, as the case may be, on the day and year set forth at the heading of the within Lease.

WITNESS & ATTEST:


By
BEVERLY M. CARLE, RMC
Township Clerk
(Seal)

TOWNSHIP OF BERKELEY, Landlord


CARMEN F. AMATO, JR., Mayor

Secretary
(Seal)

BERKELEY LITTLE LEAGUE, Tenant


By
ROBERT J. EVERETT, JR., President