

LICENSE

The State of New Jersey, Department of Treasury, Division of Property Management & Construction, Office of Real Property Acquisition and Disposition (hereinafter referred to as "the State") with its principal offices at 33 West State Street, 9th Floor, PO Box 229, Trenton, New Jersey 08625-0229, hereby licenses for the sum of \$1.00 or its designees with its principal offices at for access to the property known as and designated as , Township, County, New Jersey as set forth on Exhibit A attached hereto (the "Premises") for (Reason for license).

The License shall be valid from through .

This License is granted upon agreement to comply with the following conditions:

1. All work shall be done in a good and workmanlike manner. Any damage to the Premises because of the work shall be repaired and the Premises must be restored to at least its original condition, all at the sole cost and expense of .
2. is restricted to using the portion of the Premises which is hereby designated for its use. At the end of the term of this License, shall restore the Premises to a condition equal to or better than originally existed, including but not limited to the cleanup of all debris and garbage at the site.
3. shall have insurance in the form of a commercial general liability policy in an amount not less than \$1,000,000. The State shall be added as an additional insured upon such policy. A certificate of insurance evidencing such coverage shall be delivered to the State prior to the commencement of the term of this license AND PRIOR TO THE ENTRY OF ONTO THE PREMISES. The certificate and policy must contain the provision that the insurance shall not be canceled for any reason. The State of New Jersey shall be added as additional insured.
4. The it agents or contractors, for itself, its successors and assigns, hereby agrees to indemnify, protect and hold harmless the State and hereby releases the State and each and every of its officers, agents, employees, successors, and assigns from any and all liability, claims and costs which may in any manner arise out of, or be occasioned by, or result from the use or occupancy of the Premises by , its officers, agents, employees or invitees, expressed or implied.
5. agree that all actions taken by them will be performed in a lawful, prudent and safe manner. In the event any permits or notifications must be given to local/Municipal authorities or otherwise, shall comply with same.

6. Any claims asserted against the State in connection with this agreement shall be subject to the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq. It is acknowledged that the State is covered by the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq.

DATED THIS _____ DAY OF _____, 2018.

STATE OF NEW JERSEY
Department of Treasury
Office of Real Property Acquisition & Disposition

By: _____
Robert J. Shaughnessy Jr., Assistant Deputy Director

The undersigned by entering the property to perform the work permitted under this license agrees to all terms and conditions of this license.

By: _____

APPROVED AS TO FORM BY:
Gurbir Grewal
Attorney General of New Jersey

By: _____
Gary A. Kotler, Deputy Attorney General