

LEASE AGREEMENT

AGREEMENT made and effective as of this ____ day of _____, 2015, by and between the

ALERT FIRE COMPANY, with a principal place of business located at 61 West Church Street, Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessor")

-and-

BOROUGH OF BERGENFIELD, a municipal corporation of the State of New Jersey, with business office c/o Borough Clerk, Borough of Bergenfield, 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessee") regarding certain real property known as Lot 26, Block 82, situate in the Borough of Bergenfield, together with all appurtenances, improvements, buildings, structures, and including the sidewalks, parking lots and related areas used in connection with Lessee's activities at the location (collectively the "Property").

WHEREAS, the Borough wishes to enter into a written lease agreement with Alert Fire Company for certain real property identified as Lot 26 in Block 82 of the Tax Assessment Map of the Borough of Bergenfield; and

WHEREAS, the Governing Body has reviewed the Lease Agreement and wishes to authorize the Mayor to execute same on behalf of the Mayor and Council.

NOW, THEREFORE, the parties agree as follows:

1. Notwithstanding the termination of the Lease as a matter of law, which termination is hereby acknowledged and agreed by the parties, all terms and conditions of the Lease, to the extent not modified, changed, supplemented or altered by this Agreement, shall be and hereby are incorporated herein by reference with the same force and effect as if the same had been fully executed herein.

2. The term of this Lease Agreement shall be for a period of five (5) years commencing on January 1, 2015 and expiring on December 31, 2019.

3. The Borough of Bergenfield shall pay to Alert Fire Company No. 1 the annual amount of \$2,000.00 as rent for the housing of Borough owned fire apparatus and equipment. The Borough may assign career firefighters to the premises at its sole discretion.

4. The Borough of Bergenfield shall be responsible to pay for the following at the subject premises as budgeted for annually in the Borough of Bergenfield Municipal Budget:

- a. electric, water & gas
- b. internet data line
- c. generator maintenance & service (Borough has purchased generators)
- d. office supplies & dues for various association memberships
- e. equipment, equipment repairs, vehicles, vehicle repairs, uniforms, physicals, subscriptions & training
- f. electric & gas at the Fire Training Building. The rental fees for training compound collected by the Fire Department shall be used by Fire Training Inc. to pay the Fire Training Building mortgage.

5. Alert Fire Company shall be responsible to pay for the following:

- a. phone, building maintenance and building maintenance supplies.

6. The Borough shall be responsible for the pick-up of garbage, recycling, bulk & vegetative waste.

7. Any work done to any structure on the leased property must obtain building department permits when required. It is the responsibility of Lessor to complete the paperwork for the permits.

8. Insurance - Alert Fire Company shall maintain its own insurance and name the Borough of Bergenfield as an additional insured.

The Lessor, at its own expense, for as long as this Agreement shall be in force, shall cause all buildings and improvements upon the Property to be insured for fire and other casualties by reputable and responsible insurance companies, acceptable to Lessee, in amounts not less than 80% of the replacement value thereof and shall name the Lessee as an additional insured and loss payee on all policies. In the event the Property, its buildings and improvements, or any portion thereof, are destroyed or damaged by fire or otherwise, Lessor, at its own cost and expense and without expense to the Lessee shall rebuild, repair and restore the same, upon the same general plans and dimensions as had existed prior to the fire or other casualty, or upon a general plan deemed by the Lessor and the Lessee reasonable and appropriate for the Property. In any event, the Lessor shall have the right of final approval over any such design.

Lessor, at its own cost and expense, shall maintain the buildings, structures, tennis facilities and all appurtenances, together with the sidewalks, parking lots and similar elements in good, safe and secure condition. Lessor shall conform to and comply with all federal, state, county and municipal ordinances or laws affecting or applicable to the Property. The Lessor shall indemnify and save the Lessee harmless from any loss, cost, damage or expense lawsuit, claim, judgment or execution, which shall include the reasonable costs of defending the same (attorneys' fees, court costs, expense, expert witnesses, and the like) arising out of any accident, incident or other occurrence, causing injury to any person, or damage to any property, due or caused directly or indirectly by or from use of occupancy of the Property by the Lessee, its successors or assigns. For such purposes, Lessee shall be entitled to counsel of its choice. In addition to the aforementioned indemnity, the Lessor, at all times, shall maintain in full force and effect general liability insurance protecting and indemnifying the Lessee and the Lessor, as an additional named insured, from and against any and all claims for damage to property or to persons or for loss of life occurring upon, in or about the Property, the streets, gutters, sidewalks or curbs adjacent thereto, to such limits as the Lessee may reasonably require. As of the date of this Agreement, such minimum insurance coverage, to the extent of \$1,000,000 is deemed reasonable; in no event, shall the policy limits of any insurance fall below this amount. The policy or policies of insurance to be secured under this Section shall name the Lessee as an additional insured and loss payee and shall contain the riders or endorsements necessary and sufficient to cover the indemnity of the Lessee by the Lessor contained in this Section.

The Lessor shall also carry Workers' Compensation Insurance, as may be required and to the extent required by law.

The Lessor shall require that any contractor or subcontractor employed to perform work or otherwise in, on or about the Property shall also carry Workers' Compensation Insurance and general liability insurance covering all risks required to be covered by the Lessor pursuant to this Section to the minimum amount of \$1,000,000. Contractors' insurance policies shall name the Lessee as an additional insured and loss payee.

The insurances required in this Section shall be effected under standard form policies issued by insurers of recognized responsibility which are authorized to do business in the State of New Jersey. All policies of insurance shall provide that any loss thereunder shall be adjusted with both the Lessor or Lessee. In addition, every insurance shall contain an agreement by the insurer that such policy shall not be cancelled, policy amounts shall not be reduced nor coverage be affected in any way in the absence of no less than 10 days' prior written notice to the

Lessee. On at least an annual basis, and when requested in a writing by Lessee to Lessor, Lessor shall provide Lessee with certificates of insurance for each and every insurance policy required by this Section.

9. Notices - All notices required under the terms of the lease shall be given and shall be completed by mailing such notices by certified or registered mail, return receipt requested, or delivered by recognized overnight delivery service, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

10. Termination - The Lessee may cancel this Lease, with or without cause, upon three (3) months written notice, which shall run from the first of any month in which notice is given until the last day of the third proceeding month. Upon termination of this Lease, either by way of cancellation or expiration, the parties obligations to each shall cease and the parties shall be released of all obligation and liability to each other from that date forth. Any and all improvements made by Alert Fire Company to the leased property during the term of the lease becomes the property of the Borough.

Attested:

ALERT FIRE COMPANY NO. 1
Lessor

Attested:

BOROUGH OF BERGENFIELD
Lessee

ANNE DODD
Borough Clerk

NORMAN SCHMELZ
Mayor

LEASE AGREEMENT

AGREEMENT made and effective as of this ____ day of _____, 2015, by and between the

THE BERGENFIELD AMBULANCE CORPS., with a principal place of business located at _____, Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessor")

-and-

BOROUGH OF BERGENFIELD, a municipal corporation of the State of New Jersey, with business office c/o Borough Clerk, Borough of Bergenfield, 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessee") regarding certain real property known as Lot _____, Block _____, situate in the Borough of Bergenfield, together with all appurtenances, improvements, buildings, structures, and including the sidewalks, parking lots and related areas used in connection with Lessee's activities at the location (collectively the "Property").

WHEREAS, the Borough wishes to enter into a written lease agreement with The Bergenfield Ambulance Corps. for certain real property identified as Lot _____ in Block _____ of the Tax Assessment Map of the Borough of Bergenfield.

WHEREAS, pursuant to *N.J.S.A. 40A:12-14*, a Municipality is permitted to lease real property not needed for a public use to a non-profit/volunteer organization provided same is authorized by Ordinance.

WHEREAS, the Borough Attorney has prepared a written lease Agreement between the Borough of Bergenfield and The Bergenfield Ambulance Corps. for a term of five (5) years commencing January 1, 2015 and expiring on December 31, 2019.

WHEREAS, the Governing Body has reviewed the Lease Agreement and wishes to authorize the Mayor to execute same on behalf of the Mayor and Council.

NOW, THEREFORE, the parties agree as follows:

1. Notwithstanding the termination of the Lease as a matter of law, which termination is hereby acknowledged and agreed by the parties, all terms and conditions of the Lease, to the extent not modified, changed, supplemented or altered by this Agreement, shall be and hereby are incorporated herein by reference with the same force and effect as if the same had been fully executed herein.

2. The term of this Lease Agreement shall be for a period of five (5) years commencing on January 1, 2015 and expiring on December 31, 2019.

3. The Borough of Bergenfield shall be responsible to pay for the following at the subject premises:

- a. P S E & G bill
- b. \$60,000 per year as a contribution for expenses

4. The Bergenfield Ambulance Corps. shall be responsible to pay for the following:

- a. all equipment and equipment maintenance
- b. all of its own vehicles (ambulances)
- c. maintenance at its building

5. The Borough shall be responsible for the pick-up of garbage, recycling, bulk & vegetative waste.

6. Any proposed changes to the property must first receive Borough approval. Any work done to any structure on the leased property must obtain building department permits when required. It is the responsibility of Lessee to complete the paperwork for the permits and after Borough Council approval, the Borough Clerk shall sign an appropriate document indicating the Lessee's authorization to file the permit.

7. Insurance - The Bergenfield Ambulance Corps. shall maintain its own insurance and name the Borough of Bergenfield as an additional insured.

The Lessee, at its own expense, for as long as this Agreement shall be in force, shall cause all buildings and improvements upon the Property to be insured for fire and other casualties by reputable and responsible insurance companies, acceptable to Lessor, in amounts not less than 80% of the replacement value thereof and shall name the Lessor as an additional insured and loss payee on all policies. In the event the Property, its buildings and improvements, or any portion thereof, are destroyed or damaged by fire or otherwise, Lessee, at its own cost and expense and without expense to the Lessor shall rebuild, repair and restore the same, upon the same general plans and dimensions as had existed prior to the fire or other casualty, or upon a general plan deemed by the Lessor and the Lessee reasonable and appropriate for the Property. In any event, the Lessor shall have the right of final approval over any such design.

Lessee, at its own cost and expense, shall maintain the buildings, structures, tennis facilities and all appurtenances, together with the sidewalks, parking lots and similar elements in good, safe and secure condition. Lessee shall conform to and

comply with all federal, state, county and municipal ordinances or laws affecting or applicable to the Property. The Lessee shall indemnify and save the Lessor harmless from any loss, cost, damage or expense lawsuit, claim, judgment or execution, which shall include the reasonable costs of defending the same (attorneys' fees, court costs, expense, expert witnesses, and the like) arising out of any accident, incident or other occurrence, causing injury to any person, or damage to any property, due or caused directly or indirectly by or from use of occupancy of the Property by the Lessee, its successors or assigns. For such purposes, Lessor shall be entitled to counsel of its choice. In addition to the aforementioned indemnity, the Lessee, at all times, shall maintain in full force and effect general liability insurance protecting and indemnifying the Lessee and the Lessor, as an additional named insured, from and against any and all claims for damage to property or to persons or for loss of life occurring upon, in or about the Property, the streets, gutters, sidewalks or curbs adjacent thereto, to such limits as the Lessor may reasonably require. As of the date of this Agreement, such minimum insurance coverage, to the extent of \$1,000,000 is deemed reasonable; in no event, shall the policy limits of any insurance fall below this amount. The policy or policies of insurance to be secured under this Section shall name the Lessor as an additional insured and loss payee and shall contain the riders or endorsements necessary and sufficient to cover the indemnity of the Lessor by the Lessee contained in this Section on or before January 31st of each year of this Lease Agreement.

The Lessee shall also carry Workers' Compensation Insurance, as may be required and to the extent required by law.

The Lessee shall require that any contractor or subcontractor employed to perform work or otherwise in, on or about the Property shall also carry Workers' Compensation Insurance and general liability insurance covering all risks required to be covered by the Lessee pursuant to this Section to the minimum amount of \$1,000,000. Contractors' insurance policies shall name the Lessor as an additional insured and loss payee.

The insurances required in this Section shall be effected under standard form policies issued by insurers of recognized responsibility which are authorized to do business in the State of New Jersey. All policies of insurance shall provide that any loss thereunder shall be adjusted with both the Lessor or Lessee. In addition, every insurance shall contain an agreement by the insurer that such policy shall not be cancelled, policy amounts shall not be reduced nor coverage be affected in any way in the absence of no less than 10 days' prior written notice to the Lessor. On at least an annual basis, and when requested in a writing by Lessor to Lessee, Lessee shall provide Lessor with

certificates of insurance for each and every insurance policy required by this Section.

8. Default - It is further covenanted and agreed to by and between the parties that in the event the Lessee shall default in the payment of any rent herein provided for upon the day when the same shall become due and payable or if during the term hereof the Property or any part thereof shall become abandoned or deserted, vacated or vacant, or in the event of any default of any other provision of this Agreement by the Lessee, the Lessor may at its option declare this Lease terminated and cancelled and the terms hereof ended, and may enter upon the Property, with or without process of law, and take possession thereof, and all buildings, fixtures and improvements then situate upon the Property shall be and become the sole and exclusive property of the Lessor. Notice of any default shall not be a condition precedent to the commencement of any action based on the breach of this Agreement. It is further covenanted and agreed by and between the parties that no waiver by the Lessor of any breach of any of the covenants to be performed by the Lessee shall be construed to be a waiver of any succeeding breach of the same covenant or agreement.

9. Notwithstanding anything in this Lease Agreement or in the Lease to the contrary, The Bergenfield Ambulance Corps. may rent the facility or loan the facility for use by other similar organizations. An estimate of utility charges will be determined and paid to the Borough from the renting organization.

10. Notices - All notices required under the terms of the lease shall be given and shall be completed by mailing such notices by certified or registered mail, return receipt requested, or delivered by recognized overnight delivery service, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

11. Termination - The Lessor may cancel this Lease, with or without cause, upon three (3) months written notice, which shall run from the first of any month in which notice is given until the last day of the third preceding month. Upon termination of this Lease, either by way of cancellation or expiration, the parties obligations to each shall cease and the parties shall be released of all obligation and liability to each other from that date forth. Any and all improvements made by The Bergenfield Ambulance Corps. to the leased property during the term of the lease becomes the property of the Borough.

Attested:

BERGENFIELD AMBULANCE CORPS.
Lessor

Attested:

BOROUGH OF BERGENFIELD
Lessee

ANNE DODD
Borough Clerk

NORMAN SCHMELZ
Mayor

LEASE AGREEMENT

AGREEMENT made and effective as of this ____ day of _____, 2015, by and between the

VOLUNTEER FIREFIGHTERS OF THE BOROUGH OF BERGENFIELD, a non-profit corporation organized and existing pursuant to the Laws of the State of New Jersey, hereinafter referred to as "Lessor")

-and-

BOROUGH OF BERGENFIELD, a municipal corporation of the State of New Jersey, with business office c/o Borough Clerk, Borough of Bergenfield, 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessee") regarding certain real property known as Lot 9, Block 14, situate in the Borough of Bergenfield, together with all appurtenances, improvements, buildings, structures, and including the sidewalks, parking lots and related areas used in connection with Lessee's activities at the location (collectively the "Property").

WHEREAS, the Borough wishes to enter into a written lease agreement with the Volunteer Firefighters of the Borough of Bergenfield for certain real property identified as Lot 9 in Block 14 of the Tax Assessment Map of the Borough of Bergenfield; and

WHEREAS, the Governing Body has reviewed the Lease Agreement and wishes to authorize the Mayor to execute same on behalf of the Mayor and Council.

NOW, THEREFORE, the parties agree as follows:

1. Notwithstanding the termination of the Lease as a matter of law, which termination is hereby acknowledged and agreed by the parties, all terms and conditions of the Lease, to the extent not modified, changed, supplemented or altered by this Agreement, shall be and hereby are incorporated herein by reference with the same force and effect as if the same had been fully executed herein.

2. The term of this Lease Agreement shall be for a period of five (5) years commencing January 1, 2015 and expiring on December 31, 2019.

3. Volunteer Firefighter of the Borough of Bergenfield covenants and agrees to pay to the Borough of Bergenfield the yearly rent of One (\$1.00) Dollar due and payable on the first day of each year, commencing January 1, 2015 and for every year thereafter.

4. The Borough of Bergenfield shall be responsible to pay for the following at the subject premises:

- a. electric, water & gas
- b. internet data line
- c. computer software
- d. generator maintenance & service (Borough has purchased generators)
- e. Department Secretary (\$1,500)
- f. office supplies & dues for various association memberships
- g. all equipment, equipment repairs, vehicles, vehicle repairs, uniforms, physicals, subscriptions & training
- h. electric & gas at the Fire Training Building. The rental fees for training compound are used by Fire Training Inc. to pay the mortgage.

5. Volunteer Firefighters of the Borough of Bergenfield shall be responsible to pay for the following:

- a. insurance at the Fire Training Building
- b. phone, building maintenance and supplies.

6. The Borough shall be responsible for the pick-up of garbage, recycling, bulk & vegetative waste.

7. Any work done to any structure on the leased property must obtain building department permits when required. It is the responsibility of Lessor to complete the paperwork for the permits.

8. Insurance - The Volunteer Firefighters of the Borough of Bergenfield shall maintain its own insurance and name the Borough of Bergenfield as an additional insured.

The Lessor, at its own expense, for as long as this Agreement shall be in force, shall cause all buildings and improvements upon the Property to be insured for fire and other casualties by reputable and responsible insurance companies, acceptable to Lessee, in amounts not less than 80% of the replacement value thereof and shall name the Lessee as an additional insured and loss payee on all policies. In the event the Property, its buildings and improvements, or any portion thereof, are destroyed or damaged by fire or otherwise, Lessor, at its own cost and expense and without expense to the Lessee shall rebuild, repair and restore the same, upon the same general plans and dimensions as had existed prior to the fire or other casualty, or upon a general plan deemed by the Lessor and the Lessee reasonable and appropriate for the Property. In any event, the Lessor shall have the right of final approval over any such design.

Lessor, at its own cost and expense, shall maintain the buildings, structures, tennis facilities and all appurtenances, together with the sidewalks, parking lots and similar elements in good, safe and secure condition. Lessor shall conform to and comply with all federal, state, county and municipal ordinances or laws affecting or applicable to the Property. The Lessor shall indemnify and save the Lessee harmless from any loss, cost, damage or expense lawsuit, claim, judgment or execution, which shall include the reasonable costs of defending the same (attorneys' fees, court costs, expense, expert witnesses, and the like) arising out of any accident, incident or other occurrence, causing injury to any person, or damage to any property, due or caused directly or indirectly by or from use of occupancy of the Property by the Lessee, its successors or assigns. For such purposes, Lessee shall be entitled to counsel of its choice. In addition to the aforementioned indemnity, the Lessor, at all times, shall maintain in full force and effect general liability insurance protecting and indemnifying the Lessee and the Lessor, as an additional named insured, from and against any and all claims for damage to property or to persons or for loss of life occurring upon, in or about the Property, the streets, gutters, sidewalks or curbs adjacent thereto, to such limits as the Lessee may reasonably require. As of the date of this Agreement, such minimum insurance coverage, to the extent of \$1,000,000 is deemed reasonable; in no event, shall the policy limits of any insurance fall below this amount. The policy or policies of insurance to be secured under this Section shall name the Lessee as an additional insured and loss payee and shall contain the riders or endorsements necessary and sufficient to cover the indemnity of the Lessee by the Lessor contained in this Section.

The Lessor shall also carry Workers' Compensation Insurance, as may be required and to the extent required by law.

The Lessor shall require that any contractor or subcontractor employed to perform work or otherwise in, on or about the Property shall also carry Workers' Compensation Insurance and general liability insurance covering all risks required to be covered by the Lessor pursuant to this Section to the minimum amount of \$1,000,000. Contractors' insurance policies shall name the Lessee as an additional insured and loss payee.

The insurances required in this Section shall be effected under standard form policies issued by insurers of recognized responsibility which are authorized to do business in the State of New Jersey. All policies of insurance shall provide that any loss thereunder shall be adjusted with both the Lessor or Lessee. In addition, every insurance shall contain an agreement by the insurer that such policy shall not be cancelled, policy amounts shall not be reduced nor coverage be affected in any way in the absence of no less than 10 days' prior written notice to the

Lessee. On at least an annual basis, and when requested in a writing by Lessee to Lessor, Lessor shall provide Lessee with certificates of insurance for each and every insurance policy required by this Section.

9. Notices - All notices required under the terms of the lease shall be given and shall be completed by mailing such notices by certified or registered mail, return receipt requested, or delivered by recognized overnight delivery service, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

10. Termination - The Lessee may cancel this Lease, with or without cause, upon three (3) months written notice, which shall run from the first of any month in which notice is given until the last day of the third preceding month. Upon termination of this Lease, either by way of cancellation or expiration, the parties obligations to each shall cease and the parties shall be released of all obligation and liability to each other from that date forth. Any and all improvements made by the Volunteer Firefighters of the Borough of Bergenfield to the leased property during the term of the lease becomes the property of the Borough.

Attested:

VOLUNTEER FIREFIGHTERS OF THE
BOROUGH OF BERGENFIELD
Lessor

Attested:

BOROUGH OF BERGENFIELD
Lessee

ANNE DODD
Borough Clerk

NORMAN SCHMELZ
Mayor

LEASE AGREEMENT

AGREEMENT made and effective as of this ____ day of _____, 2015, by and between the

BOROUGH OF BERGENFIELD, a municipal corporation of the State of New Jersey, with business office c/o Borough Clerk, Borough of Bergenfield, 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessee")

-and-

BERGENFIELD LITTLE LEAGUE with a principal place of business located at _____, Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessor") regarding certain real property known as Lot _____, Block _____, situate in the Borough of Bergenfield, together with all appurtenances, improvements, buildings, structures, and including the sidewalks, parking lots and related areas used in connection with Lessor's activities at the location (collectively the "Property").

WHEREAS, the Borough wishes to enter into a written lease agreement with Bergenfield Little League for certain real property identified as Lot _____ in Block _____ of the Tax Assessment Map of the Borough of Bergenfield; and

WHEREAS, pursuant to *N.J.S.A. 40A:12-14*, a Municipality is permitted to lease real property not needed for a public use to a non-profit/volunteer organization provided same is authorized by Ordinance; and

WHEREAS, the Borough Attorney has prepared a written lease Agreement between the Borough of Bergenfield and the Bergenfield Little League for a term of five (5) years; and

WHEREAS, the Governing Body has reviewed the Lease Agreement and wishes to authorize the Mayor to execute same on behalf of the Mayor and Council.

NOW, THEREFORE, the parties agree as follows:

1. Notwithstanding the termination of the Lease as a matter of law, which termination is hereby acknowledged and agreed by the parties, all terms and conditions of the Lease, to the extent not modified, changed, supplemented or altered by this Agreement, shall be and hereby are incorporated herein by reference with the same force and effect as if the same had been fully executed herein.

2. The term of this Lease Agreement shall commence on January 1, 2015 and expire on December 31, 2019.

3. The Borough of Bergenfield shall be responsible to pay for the following at the subject premises:

- a. electric & water
- b. installation, maintenance and repair of field lights bought by the Borough
- c. tree trimming and parking lot grading

4. The Bergenfield Little League shall be responsible to pay for the following:

- a. maintenance of buildings and maintenance of ball fields

5. The Borough shall be responsible for the pick-up of garbage, recycling, bulk & vegetative waste.

6. Any proposed changes to the property must first receive Borough approval. Any work done to any structure on the leased property must obtain building department permits when required. It is the responsibility of Lessee to complete the paperwork for the permits and after Borough Council approval, the Borough Clerk shall sign an appropriate document indicating the Lessor's authorization to file the permit.

7. Insurance - The Bergenfield Little League shall pay for insurance for its participants in the program. The property is covered under the Borough of Bergenfield's insurance policy.

The Lessor, at its own expense, for as long as this Agreement shall be in force, shall cause all buildings and improvements upon the Property to be insured for fire and other casualties by reputable and responsible insurance companies, acceptable to Lessee, in amounts not less than 80% of the replacement value thereof and shall name the Lessee as an additional insured and loss payee on all policies. In the event the Property, its buildings and improvements, or any portion thereof, are destroyed or damaged by fire or otherwise, Lessor, at its own cost and expense and without expense to the Lessee shall rebuild, repair and restore the same, upon the same general plans and dimensions as had existed prior to the fire or other casualty, or upon a general plan deemed by the Lessee and the Lessor reasonable and appropriate for the Property. In any event, the Lessee shall have the right of final approval over any such design.

Lessor, at its own cost and expense, shall maintain the buildings, structures, tennis facilities and all appurtenances, together with the sidewalks, parking lots and similar elements in good, safe and secure condition. Lessor shall conform to and comply with all federal, state, county and municipal ordinances

or laws affecting or applicable to the Property. The Lessor shall indemnify and save the Lessee harmless from any loss, cost, damage or expense lawsuit, claim, judgment or execution, which shall include the reasonable costs of defending the same (attorneys' fees, court costs, expense, expert witnesses, and the like) arising out of any accident, incident or other occurrence, causing injury to any person, or damage to any property, due or caused directly or indirectly by or from use of occupancy of the Property by the Lessor, its successors or assigns. For such purposes, Lessee shall be entitled to counsel of its choice. In addition to the aforementioned indemnity, the Lessor, at all times, shall maintain in full force and effect general liability insurance protecting and indemnifying the Lessor and the Lessee, as an additional named insured, from and against any and all claims for damage to property or to persons or for loss of life occurring upon, in or about the Property, the streets, gutters, sidewalks or curbs adjacent thereto, to such limits as the Lessee may reasonably require. As of the date of this Agreement, such minimum insurance coverage, to the extent of \$1,000,000 is deemed reasonable; in no event, shall the policy limits of any insurance fall below this amount. The policy or policies of insurance to be secured under this Section shall name the Lessee as an additional insured and loss payee and shall contain the riders or endorsements necessary and sufficient to cover the indemnity of the Lessee by the Lessor contained in this Section.

The Lessor shall also carry Workers' Compensation Insurance, as may be required and to the extent required by law.

The Lessor shall require that any contractor or subcontractor employed to perform work or otherwise in, on or about the Property shall also carry Workers' Compensation Insurance and general liability insurance covering all risks required to be covered by the Lessor pursuant to this Section to the minimum amount of \$1,000,000. Contractors' insurance policies shall name the Lessee as an additional insured and loss payee.

The insurances required in this Section shall be effected under standard form policies issued by insurers of recognized responsibility which are authorized to do business in the State of New Jersey. All policies of insurance shall provide that any loss thereunder shall be adjusted with both the Lessor or Lessee. In addition, every insurance shall contain an agreement by the insurer that such policy shall not be cancelled, policy amounts shall not be reduced nor coverage be affected in any way in the absence of no less than 10 days' prior written notice to the Lessee. On at least an annual basis, and when requested in a writing by Lessee to Lessor, Lessor shall provide Lessee with certificates of insurance for each and every insurance policy required by this Section on or before January 31st of each year of this Lease Agreement.

8. Default - It is further covenanted and agreed to by and between the parties that in the event the Lessor shall default in the payment of any rent herein provided for upon the day when the same shall become due and payable or if during the term hereof the Property or any part thereof shall become abandoned or deserted, vacated or vacant, or in the event of any default of any other provision of this Agreement by the Lessor, the Lessee may at its option declare this Lease terminated and cancelled and the terms hereof ended, and may enter upon the Property, with or without process of law, and take possession thereof, and all buildings, fixtures and improvements then situate upon the Property shall be and become the sole and exclusive property of the Lessee. Notice of any default shall not be a condition precedent to the commencement of any action based on the breach of this Agreement. It is further covenanted and agreed by and between the parties that no waiver by the Lessee of any breach of any of the covenants to be performed by the Lessor shall be construed to be a waiver of any succeeding breach of the same covenant or agreement.

9. Notwithstanding anything in this Lease Agreement or in the Lease to the contrary, the Bergenfield Little League may rent the facility or loan the facility for use by other similar organizations. An estimate of utility charges will be determined and paid to the Borough from the renting organization.

10. Notices - All notices required under the terms of the lease shall be given and shall be completed by mailing such notices by certified or registered mail, return receipt requested, or delivered by recognized overnight delivery service, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

11. Termination - The Lessee may cancel this Lease, with or without cause, upon three (3) months written notice, which shall run from the first of any month in which notice is given until the last day of the third preceding month. Upon termination of this Lease, either by way of cancellation or expiration, the parties obligations to each shall cease and the parties shall be released of all obligation and liability to each other from that date forth. Any and all improvements made by the Bergenfield Little League to the leased property during the term of the lease becomes the property of the Borough.

Attested:

BERGENFIELD LITTLE LEAGUE
Lessee

Attested:

BOROUGH OF BERGENFIELD
Lessor

Anne Dodd
Borough Clerk

Norman Schmelz
Mayor

BOROUGH OF BERGENFIELD
BERGEN COUNTY, NEW JERSEY

RESOLUTION

No. 13-272

Offered by: Steinel

Seconded by: Marte

Member	Aye	No	Abstain	Absent
STEINEL	✓			
LODATO	✓			
KORNBLUTH				✓
MARTE	✓			
RIVERA	✓			
TULLY	✓			
AGUASVIVAS (tie)				

WHEREAS, the Borough of Bergenfield and the Bergenfield P.A.L. wish to enter into a Lease Agreement for the real property known as Lot 187, Block 63 in the Borough of Bergenfield; and

WHEREAS, the Lease Agreement shall be for a term of three (3) years with a one three (3) year extension period; and

WHEREAS, the Borough Attorney has prepared the Lease Agreement between the Borough and the Bergenfield P.A.L. attached hereto and incorporated herein by reference; and

WHEREAS, the Borough and the Bergenfield P.A.L. have reviewed the proposed Lease Agreement attached hereto and incorporated herein by reference and find same acceptable.

NOW THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Borough of Bergenfield, County of Bergen, and State of New Jersey that the Lease Agreement between the Borough and the Bergenfield P.A.L. attached hereto and incorporated herein by reference be and is hereby approved; and

BE IT FURTHER RESOLVED, that Mayor Carlos Aquasvivas is hereby authorized and directed to execute the Lease Agreement between the Borough and the Bergenfield P.A.L. attached hereto and incorporated herein by reference; and

BE IT FURTHER RESOLVED, that the Borough Administrator is hereby authorized and directed to forward a copy of this Resolution immediately upon its passage to the Bergenfield P.A.L..

I hereby certify that the above is a true copy of a resolution passed by the Council of the Borough of Bergenfield at the meeting held on 8/6 2013.

SEAL

Collunuma
Borough Clerk

LEASE AGREEMENT

AGREEMENT made and effective as of this 14 day of August, 2013, by and between the

BOROUGH OF BERGENFIELD, a municipal corporation of the State of New Jersey, with business office c/o Borough Clerk, Borough of Bergenfield, 198 North Washington Avenue, Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessor")

-and-

P.A.L. with a principal place of business located at 1 Rivera Way (PO Box 5063), Bergenfield, New Jersey 07621 (hereinafter referred to as "Lessee")

regarding certain real property known as Lot 187, Block 63, situate in the Borough of Bergenfield, together with all appurtenances, improvements, buildings, structures, and including the sidewalks, parking lots and related areas used in connection with Lessee's activities at the location (collectively the "Property").

WHEREAS, the Borough wishes to enter into a written lease agreement with P.A.L. for certain real property identified as Lot 187 in Block 63 of the Tax Assessment Map of the Borough of Bergenfield; and

WHEREAS, pursuant to N.J.S.A. 40A:12-14, a Municipality is permitted to lease real property not needed for a public use to a non-profit/volunteer organization provided same is authorized by Ordinance; and

WHEREAS, the Borough Attorney has prepared a written lease Agreement between the Borough of Bergenfield and P.A.L. for a term of five (5) years; and

WHEREAS, the Governing Body has reviewed the Lease Agreement and wishes to authorize the Mayor to execute same on behalf of the Mayor and Council.

NOW, THEREFORE, the parties agree as follows:

1. Notwithstanding the termination of the Lease as a matter of law, which termination is hereby acknowledged and agreed by the parties, all terms and conditions of the Lease, to the extent not modified, changed, supplemented or altered by this Agreement, shall be and hereby are incorporated herein by reference with the same force and effect as if the same had been fully executed herein.

2. The term of this Lease Agreement shall commence on January 1, 2013 and expire on December 31, 2018.

3. The Borough of Bergenfield shall be responsible to pay for the following at the subject premises:

- a. electric, gas & water
- b. tree trimming, changing of field light bulbs & parking lot grading
- c. all sidewalks and exterior fencing, cleaning of the brook, plus all seed and fertilizer and clay for all four fields.

4. The P.A.L. shall be responsible to pay for the following:

- a. insurance (property is covered under the Borough's insurance policy)
- b. field lights, maintenance of buildings, maintenance of ball fields, electrical contractors (score boards/lighting/buildings), alarm system, fire suppression, sprinkler inspection and landscaping for complex

5. The Borough shall be responsible for the pick-up of garbage, recycling, bulk & vegetative waste.

6. Prior to the start of any and all repair work, Lessee shall notify the Borough Administrator of same. Any proposed changes to the property, excluding repair work, must first receive Borough approval. Any work done to any structure on the leased property must obtain building department permits when required. It is the responsibility of Lessee to complete the paperwork for the permits and after Borough Council approval, the Borough Clerk shall sign an appropriate document indicating the Lessee's authorization to file the permit.

7. Insurance - P.A.L. shall maintain its own insurance and name the Borough of Bergenfield as an additional insured.

The Lessee, at its own expense, for as long as this Agreement shall be in force, shall cause all buildings and improvements upon the Property to be insured for fire and other casualties by reputable and responsible insurance companies, acceptable to Lessor, in amounts not less than 80% of the replacement value thereof and shall name the Lessor as an additional insured and loss payee on all policies. In the event the Property, its buildings and improvements, or any portion thereof, are destroyed or damaged by fire or otherwise, Lessee, at its own cost and expense and without expense to the Lessor shall rebuild, repair and restore the same, upon the same general plans and dimensions as had existed prior to the fire or other casualty, or upon a general plan deemed by the Lessor and the Lessee reasonable and appropriate for the Property. In any event, the Lessor shall have the right of final approval over any such design.

Lessee, at its own cost and expense, shall maintain the buildings, structures and all appurtenances, together with the sidewalks, parking lots and similar elements in good, safe and secure condition. Lessee shall conform to and comply with all federal, state, county and municipal ordinances or laws affecting or applicable to the Property. The Lessee shall indemnify and save the Lessor harmless from any loss, cost, damage or expense lawsuit, claim, judgment or execution, which shall include the reasonable costs of defending the same (attorneys' fees, court costs, expense, expert witnesses, and the like) arising out of any accident, incident or other occurrence, causing injury to any person, or damage to any property, due or caused directly or indirectly by or from use of occupancy of the Property by the Lessee, its successors or assigns. For such purposes, Lessor shall be entitled to counsel of its choice. In addition to the aforementioned indemnity, the Lessee, at all times, shall maintain in full force and effect general liability insurance protecting and indemnifying the Lessee and the Lessor, as an additional named insured, from and against any and all claims for damage to property or to persons or for loss of life occurring upon, in or about the Property, the streets, gutters, sidewalks or curbs adjacent thereto, to such limits as the Lessor may reasonably require. As of the date of this Agreement, such minimum insurance coverage, to the extent of \$1,000,000 is deemed reasonable; in no event, shall the policy limits of any insurance fall below this amount. The policy or policies of insurance to be secured under this Section shall name the Lessor as an additional insured and loss payee and shall contain the riders or endorsements necessary and sufficient to cover the indemnity of the Lessor by the Lessee contained in this Section.

The Lessee shall also carry Workers' Compensation Insurance, as may be required and to the extent required by law.

The Lessee shall require that any contractor or subcontractor employed to perform work or otherwise in, on or about the Property, excluding work done by volunteers, shall also carry Workers' Compensation Insurance and general liability insurance covering all risks required to be covered by the Lessee pursuant to this Section to the minimum amount of \$1,000,000. Contractors' insurance policies shall name the Lessor as an additional insured and loss payee.

The insurances required in this Section shall be effected under standard form policies issued by insurers of recognized responsibility which are authorized to do business in the State of New Jersey. All policies of insurance shall provide that any loss thereunder shall be adjusted with both the Lessor or Lessee. In addition, every insurance shall contain an agreement by the insurer that such policy shall not be cancelled, policy amounts shall not be reduced nor coverage be affected in any way in the

absence of no less than 10 days' prior written notice to the Lessor. On at least an annual basis, and when requested in a writing by Lessor to Lessee, Lessee shall provide Lessor with certificates of insurance for each and every insurance policy required by this Section on or before January 31st of each year of this Lease Agreement.

8. Default - It is further covenanted and agreed to by and between the parties that in the event the Lessee shall default in the payment of any rent herein provided for upon the day when the same shall become due and payable or if during the term hereof the Property or any part thereof shall become abandoned or deserted, vacated or vacant, or in the event of any default of any other provision of this Agreement by the Lessee, the Lessor may at its option declare this Lease terminated and cancelled and the terms hereof ended, and may enter upon the Property, with or without process of law, and take possession thereof, and all buildings, fixtures and improvements then situate upon the Property shall be and become the sole and exclusive property of the Lessor. Notice of any default shall not be a condition precedent to the commencement of any action based on the breach of this Agreement. It is further covenanted and agreed by and between the parties that no waiver by the Lessor of any breach of any of the covenants to be performed by the Lessee shall be construed to be a waiver of any succeeding breach of the same covenant or agreement.

9. Notwithstanding anything in this Lease Agreement or in the Lease to the contrary, P.A.L. may rent the facility or loan the facility for use by other similar organizations. An estimate of utility charges will be determined and paid to the Borough from the renting organization.

10. Notices - All notices required under the terms of the lease shall be given and shall be completed by mailing such notices by certified or registered mail, return receipt requested, or delivered by recognized overnight delivery service, to the address of the parties as shown at the head of this Agreement, or to such other address as may be designated in writing, which notice of change of address shall be given in the same manner.

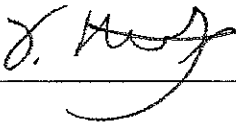
11. Subject to the Lessor's approval, upon the expiration of the initial term of this lease, Lessee may elect to extend said lease for an additional three (3) years; upon the same terms and conditions set forth herein provided that Lessee has complied with all of the terms and conditions of the Lease Agreement.

12. Termination - The Lessor may cancel this Lease upon the dissolution of the PAL with or without cause and/or upon three (3) months written notice, which shall run from the first

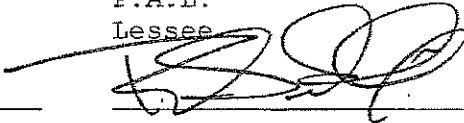
of any month in which notice is given until the last day of the third preceding month. Upon termination of this Lease, either by way of cancellation or expiration, the parties obligations to each shall cease and the parties shall be released of all obligation and liability to each other from that date forth. Any and all improvements made by P.A.L. to the leased property during the term of the lease becomes the property of the Borough.

13. The Borough will include and/or apply for any grants for improvement such as lighting and building, and field upgrades.

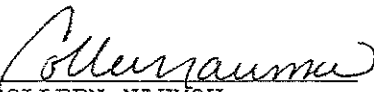
Attested:




P.A.L.
Lessee



Attested:


COLLEEN NAUMOV
Borough Clerk

BOROUGH OF BERGENFIELD
Lessor



Mayor