

SUBLEASE

This Sublease (the "Sublease"), is made and entered into as of the _____ day of _____, 2015, by and between the Township of West Orange ("Overtenant"), having an office at 66 Main Street, West Orange, New Jersey, 07052, and the West Orange Arts Council ("Undertenant"), having an office at 555 Valley Street, West Orange, New Jersey, 07052 (collectively, the "Parties").

BACKGROUND:

A. Overtenant and Housing and Neighborhood Development Services, Inc. ("Lessor") entered into that certain Lease Agreement dated as of August 1, 2009 (the "Lease"), for the lease of approximately 1,300 rentable square feet of space (the "Premises") located in the building located at 555 Valley Street, West Orange, New Jersey (the "Building"), all as more particularly described in the Lease.

B. Overtenant and Lessor entered into that certain First Amendment to the Lease Agreement dated as of May 12, 2015 (the "Amendment"), providing for a modification of the rent payable by Overtenant under the Lease, and certain other modifications as more fully described therein.

C. Overtenant and Undertenant desire to enter into this Sublease in accordance with the following conditions and covenants.

NOW, THEREFORE, Overtenant and Undertenant, for and in consideration of the mutual covenants, agreements and undertakings herein et forth and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, enter into this Sublease in accordance with the following terms:

1. Incorporation by Reference of Lease. Except as expressly modified by this Sublease, the terms of the Lease and Amendment are incorporated herein.
2. Effective Date. This Sublease is effective, *nunc pro tunc*, to September 1, 2015.
3. Landlord's Consent. This Sublease is conditioned upon obtaining Lessor's prior written consent in accordance with Section 6 of the Lease.
4. Condition of Premises. Undertenant hereby accepts the premises "AS IS, WHERE IS," with **no** representations or warranties of any kind.
5. Damages. If any damage occurs to the Premises during Undertenant's occupancy or as a result of Undertenant's occupancy or vacation of the Premises, Undertenant shall be solely liable and responsible for all damages and liability. Undertenant shall indemnify and hold Overtenant harmless for all damages, liabilities, and attorney's fees and expenses incurred.

6. Term. The term of this Sublease shall commence on September 1, 2015 and expire on August 31, 2019.

7. Renewal. Unless the Sublease is terminated in accordance with the terms set forth herein, the Sublease shall automatically renew and continue on a month-to-month basis on the same terms and conditions contained herein.

8. Rent. Undertenant agrees to pay Overtenant, without diminution, deduction or set-off whatsoever and without prior notice or demand, \$300.00 per month for the duration of the Term ("Rent"). All Rent shall be due upon the first day of each calendar month.

9. Utilities. Overtenant shall be responsible for the payment of all utilities.

10. Termination. Overtenant or Undertenant may each terminate this Sublease, upon thirty (30) days' written notice, by delivery, via personal service, registered mail, or overnight courier, of such written notice to the other Party.

11. Notice. Notices and other communications provided herein shall be in writing, delivered via personal service, registered mail, or overnight courier, to each Party at its address set forth below:

If to the Overtenant:

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052
Phone: (973) 325-4155
Fax: (973) 731-1196
E-Mail: kcarnevale@westorange.org

With a copy to:

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Ave., Suite 300
West Orange, NJ 07052
Phone: (973) 243-8600
Fax: (973) 243-8677
E-mail: rtrenk@trenklawfirm.com

If to the Undertenant:

Joseph McCartney, Treasurer
West Orange Arts Council
555 Valley Street

West Orange, NJ 07052
Phone: (973) 736-2674
Fax: (973) 243-6769
E-Mail: joseph_p_mccartney53@msn.com

12. No Representations. Neither Party has made any representations or promises, other than those contained in this Sublease or in some further writing signed by the Party making the representation or promise.

13. WAIVER OF JURY TRIAL. TO THE EXTENT THAT WAIVER IS PERMITTED BY LAW, THE PARTIES WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT IN CONNECTION WITH THIS SUBLEASE.

14. Choice of Law. This Sublease shall be governed by the laws of the State of New Jersey.

15. Choice of Venue. Venue for the adjudication of any disputes arising from or in relation to this Sublease shall lie exclusively in the Superior Court of New Jersey, Essex Vicinage.

16. No Assignment. Undertenant may **not** assign this Sublease under any circumstances.

17. Captions. The captions set forth in this Sublease are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Sublease or any of its provisions.

18. Severability. If any provision of this Sublease is declared by any Court or tribunal of competent jurisdiction to be illegal, void or unenforceable as written, the remaining provisions of this Sublease shall nevertheless remain in full force and effect.

19. Ambiguity. The Parties further stipulate and agree that they have each had an opportunity to participate in the negotiation and drafting of this Sublease, and that any ambiguity in this Sublease will not be construed for or against either party.

20. Access to Legal Counsel. The Parties further stipulate and agree that they have each had an opportunity to consult with legal counsel of their choosing prior to entering into this Sublease, and that neither Party has relied upon any statement, representation or advice by the other Party's counsel.

21. Counterparts. This Sublease may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

22. Amendments. This Sublease may only be amended in writing, pursuant to an instrument executed by the Parties.

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS:

Susan Shaper
Dated: 10-5-15

WEST ORANGE ARTS COUNCIL

By: *Joseph P. McCarty*
Title: TREASURER

WITNESS:

Dated:

TOWNSHIP OF WEST ORANGE

By: _____
Robert D. Parisi, Mayor