

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation whose address is 66 Main Street, West Orange, New Jersey (the "Township"),

and

Richard Behar d/b/a Roseland Landscaping whose address is 29 Williamsburg Drive, Roseland, NJ 07068 ("Licensee" and, together with Township, the "Parties.").

The above Parties hereby agree to the following terms and conditions of this license agreement.

1. **License Date and Effective Date of Agreement.** This License is made with an effective date of December __, 2016 ("Effective Date"). This Agreement shall not be effective until Township receives a copy of this Agreement executed by the Licensee and any necessary resolution or documentation evidencing authorization for the execution of this License Agreement by the Township Council.

2. **Description of Agreement Premises.** The premises licensed by the Township to Licensee includes the space located at the exterior of the property depicted as Block 9, Lot 36 on the Tax Map of the Township of West Orange, known as 18 Central Avenue, West Orange, NJ 07052 (the "Premises").

3. **Term, Renewal, and Termination.** The initial term of this License shall be for one (1) month with a commencement date of December __, 2016 (the "Initial Term"). This Agreement shall be renewable for an additional one (1) month renewal term upon the expiration of the Initial Term (the "First Renewal Term") which shall automatically occur unless either party issues written notice advising the other party that the License shall not be renewed. Such notice must be provided no later than five (5) days from the termination of the Initial Term. This Agreement shall then operate on a month to month basis until and unless either party issues a Notice of Termination. Such notice shall be issued no later than seven (7) days from the termination of any one month renewal term.

4. **Licensee's Use.** Licensee shall use the Premises solely for the storage of equipment and vehicles on the areas adjacent to the fence line adjacent to Central Avenue. Licensee shall be barred from any and all illegal acts on the Premises and any illegal acts on the Premises shall be deemed a default of this agreement and subject to immediate termination.

5. **Prohibited Access.** Licensee agrees that it shall be barred from accessing any of the structures on the Premises. Licensee shall refrain from approaching ten (10) feet from any of the structures located on the Premises.

6. **Fee and Insurance.** A fee shall be payable at a rate of \$400 per month. This fee shall be paid no later than the fifth of each monthly term. Licensee agrees to maintain public liability insurance naming itself and the Township as named insured in an amount not less than one million (\$1,000,000) dollars per occurrence and two million (\$2,000,000) dollars in the aggregate. This License Agreement shall not be effective until Township receives the required

proof of insurance. Any failure to timely renew the required insurance shall be deemed a default of this agreement subject to immediate termination.

7. **Non Exclusive Usage.** Licensee acknowledges and agrees that it shall not have exclusive use of the Premises during the term of the License Agreement. The Township may utilize the facilities at any time and for any purpose. In addition, Licensee acknowledges and agrees that other local, state and federal agencies shall have access to the Premises. The Township agrees that it will not interfere with Licensee's property on the Premises without providing one days notice affording Licensee the opportunity to move its property.

8. **Licensee's Care.** Licensee will commit no act of waste, will take good care of the Premises, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. Licensee will not abandon the Premises and will do nothing that could increase the cost of Township's fire or public liability insurance.

9. **Improvements.** Without Township's written consent in advance, Licensee shall not alter, add to, or improve the Premises. Any improvements made by Licensee that constitutes fixtures or cannot be removed without material harm to the Premises shall be Township's property upon installation. All of Licensee's personal property shall be removed by Licensee before the termination or expiration of this License Agreement. Licensee, at the same time, shall repair any injury done to the Premises in connection with the installation and removal of the improvements and the personal property. Licensee shall surrender the Premises in the same condition as they were at beginning of this License Agreement, subject to reasonable wear and tear and damage caused by conditions or events beyond Licensee's control except as to improvements.

10. **Abandoned Property.** All of Licensee's property remaining on the Premises after this Agreement terminates shall be deemed abandoned and the sole property of the Township.

11. **Services.** The Township shall provide no utilities to the Premises. The Licensee shall provide garbage collection and landscaping services to the Premises.

12. **Care and Maintenance of Premises.** Licensee shall maintain the Premises in a neat, clean, in good order, and free of all garbage, waste, litter, and debris. Licensee agrees to remove all snow and ice from all walkways and driveways on a timely basis. Licensee shall plow, shovel and/or de-ice all walkways and driveways on the Premises as may be necessary and appropriate depending on the rate of snow fall or other inclement condition including refreezing and thawing. Licensee also agrees to maintain the cut and growth of the vegetation on the Premises and the vegetation on the lot located at the property depicted as Block 7, Lot 22 on the Township of West Orange tax map, known as 4 Tompkins Street, West Orange, NJ 07052 (the "Vacant Lot") in a neat, clean and in good order. Licensee will remove and dispose of any garbage or other debris or other items from the Vacant Lot.

13. **Township May Cure Defaults.** If Licensee defaults in the performance of any covenant or condition of this License Agreement, Township may, on reasonable notice to Licensee (except that no notice need be given in case of emergency), cure the default. Licensee shall have reasonable opportunity to cure default prior to the Township's action(s) to cure default.

14. **Default.** If Licensee fails to comply with any term and condition herein, Township may terminate this License Agreement on five (5) days notice.

15. **Notices.** Any notice by either Party to the other shall be in writing and shall be deemed to be properly given only if delivered personally or emailed addressed (a) if to Licensee, at 29 Williamsburg Drive, Roseland, NJ 07068; (b) if to the Township, at the Township's address set out in this Agreement; or (c) at such addresses as Licensee or the Township from time to time may designate in writing. Notice shall be deemed to have been given upon delivery if delivered personally, and if mailed, upon the third day after the date of mailing.

16. **Elements of Constructive Eviction.** Licensee shall not be entitled to claim a constructive eviction from the premises.

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

18. **No Covenant of Quiet Enjoyment.** Licensee acknowledges and agrees that it has no entitlement to quiet enjoyment of the Premises and reiterates that the Township shall maintain the absolute right to access the premise at any time and for any purpose.

19. **Waiver of Jury Trial.** To the extent waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Premises.

20. **Captions.** The captions in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

21. **No Assignment.** The Licensee is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Township which consent may be withheld by the Township, in its sole discretion.

22. **Compliance with All Governing Law.** This License Agreement is made with the intent to comply with all governing law. To the extent that any aspect of this agreement is deemed invalid or illegal such designation shall operate as a termination as set forth in Paragraph 3 of this License Agreement.

23. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this License Agreement shall apply to, bind, and inure to the benefit of the Township and Licensee, their successors, legal representatives, and assigns. It is understood that the term "Township" as used in this Agreement means only the owner, or the mortgagees in possession, or the lessee for the time being, of the Premises, so that if the Premises are sold or leased or if the mortgagee takes possession of the premises, Township shall be entirely freed and relieved of all covenants and obligations of the Township accruing after such sale, agreement, or taking of possession, and it shall be deemed without further agreement that the purchaser, the lessee, or the mortgagee in possession has assumed and agreed to carry out any and all of the Township's covenants and obligations.

The above terms and conditions of this lease agreement are hereby agreed to by and between the Parties executing below on this ____ day of November, 2016.

RICHARD BEHAR
d/b/a ROSELAND LANDSCAPING

By: _____
RICHARD BEHAR

WITNESS

TOWNSHIP OF WEST ORANGE

By: _____
ROBERT D. PARISI, MAYOR

ATTEST: Karen J. Carnevale, R.M.C.

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