

Exhibit “A”

**State of New Jersey
Department of Military & Veterans Affairs-RPB
P.O. Box 340
Trenton, NJ 08625-0340**

Date of Use Agreement: Tuesday, February 07, 2017

Use Agreement Number: 17220

This Use Agreement, made and entered into on the above date between the Department of Military and Veterans Affairs, State of New Jersey, (hereinafter Department), and

Township of West Orange
66 Main Street
West Orange, NJ 07052

John Sayers
POC: Captain Steven Hywel (973) 769-1921
Cell: (862) 250-3860

hereinafter referred to as the User.

WITNESSETH that the parties hereto for the considerations hereinafter mentioned and agree as follows:

1. The Department hereby leases to the User, space at the following premises for the term and purpose stated:

National Guard Armory: 1315 Pleasant Valley Way
West Orange, NJ 07052-1419

Dates: Monday, February 27, 2017 - Thursday, March 02, 2017

Time: Daily 08:30 AM - 02:00 PM

Purpose: Firefighter Training

Space Used: Drill Floor 299x124

2. The User shall pay the Department, in advance, by Bank, Cashier, Certified Check or Money Order to the Treasurer, State of New Jersey as indicated below:

Application Fee: \$75.00

Total Fees: \$1,351.00

Balance Due: \$1,351.00

Use Fee: \$1,276.00

Estimated Armorer Fee: \$0.00

The Armorer Fee is for custodial services that include those services required before, during and the after the use. Fee is based upon overtime or premium rates for personnel engaged to perform these services. Additional Fees may be assessed if estimated armorer fee is not sufficient to cover the required custodial services.

User will be responsible for the payment of any and all fees related to the use of additional space and Armorer fees worked not listed on the original contract.

3. Person of contact for the Department will be:

Raul Chacon

Telephone (973) 669-8962, (609) 209-8116 cell

Any problems or inquiries should be directed to this person.

4. The User shall obtain liability insurance coverage for the period of the use in the following minimum amounts. Insurance policy shall name the New Jersey Department of Military and Veterans' Affairs and its employees as an additional insured.

Insurance: \$1,000,000 Bodily Injury

\$1,000,000 Property Damage

NOTE: Reduced use fees due to the nature of use during the normal duty day. Fees for additional uses will be determined on a case by case. User must remove and safeguard all items off the drill floor area after daily use.

5. The User shall conform and comply with all the conditions set forth in this Use Agreement.
6. Additional paragraphs:
 - a. Thermostats are kept at a daytime setting of 65 degrees and 50 degrees at the close of normal working hours (1630 hours) during the 15 November-1 April heating season.
 - b. User shall be responsible for control of traffic and parking vehicles. Notwithstanding the provisions of this lease, access to the building shall always be available to NJNG and Department personnel to conduct normal New Jersey National Guard business.
 - c. User shall assume all responsibility for damage or loss of Federal or State property caused directly or indirectly by User.
 - d. Cooking on armory premises is prohibited. Servicing of catered meals will be permitted.
 - e. NO SMOKING WILL BE ALLOWED AT THIS FACILITY.
 - f. The use, sales and/or distribution of alcoholic beverages is prohibited.
7. User shall be solely responsible for obtaining any and all DEPARTMENT OF COMMUNITY AFFAIRS (DCA) local or other permits required. Local permits are not required for functions sponsored by the National Guard or agencies of the State of New Jersey. User is obligated to determine whether State permits are required for all functions not sponsored by the National Guard or the State of New Jersey. User shall produce copies of all permits upon demand of Lessor.
8. User shall be solely responsible for the collection of any and/or all state and federal sales taxes associated with its use of this facility. User shall insure it meets or exceeds all state and/or federal laws.
9. USER MUST OBTAIN APPROPRIATE STATE FIRE PERMITS.
10. By signing the lease agreement, the lessee agrees that he/she shall not perform any renovations, remodeling, or construction in any area of a NJDMAVA facility without first thoroughly reading the O&M Plan for that facility and coordinating such activities through the NJDMAVA Asbestos Program Manager (APM). In addition, the lessee shall not disturb any area of a NJDMAVA facility where Asbestos Containing Material or Presumed Asbestos Containing Material has been identified without first coordinating such activities through the NJDMAVA APM. The Asbestos Management Plan and Statewide Building Survey Report is available at <http://www.nj.gov/military/installations/index.html> for the Lessee review.
11. INDEMNIFICATION
 - a. User shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless the State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the employees of the State of New Jersey and the New Jersey Department of Military and Veterans Affairs, from and against any and all claims, demands, suits, actions, recoveries, judgments, costs and expenses in connection therewith on account of any loss of life or property, or injury or damages to the person, body or property of a person, persons or entity, which shall arise from or result directly or indirectly from User's use of the leased premises. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this lease. Furthermore, the provision of this indemnification clause shall in no way limit the obligations assumed by User under this use agreement, nor shall they be construed to relieve User from any liability nor preclude the State of New Jersey or the New Jersey Department of Military and Veterans Affairs from taking any other actions available to it under any other provisions of this lease or at law.
 - b. The State of New Jersey, the New Jersey Department of Military and Veterans Affairs, and the agents and employees of the State of New Jersey and the Department of Military and Veteran's Affairs, shall under no circumstances be liable to User or any person, partnership, corporation or other entity or instrumentality for injuries, expenses, delays, damages or interference with the other contractual obligations of User or User's employees, agents, independent contractors, or other affiliate which may result from suspension or termination of this lease by the New Jersey Department of Military and Veterans Affairs in accordance with the terms of this lease.

- c. Lessor assumes no responsibility whatsoever for any property brought to the lands by the User, or any other person, independent contractor, partnership, corporation or entity or instrumentality. The Department shall under no circumstances be liable to User or any persons, partnership or other entity for any loss, damage or destruction of property sustained in connection with the activities conducted by User under this lease.
- d. User hereby agrees to defend, indemnify and save harmless the Department, its officers, agents, and employees, and each and every one of them, from and against all suits, costs (including attorney fees and costs and court costs), claims, expenses, liabilities, and judgments of every kind and description, actually and reasonably incurred, whether threatened, pending, or completed, including claims, suits, costs, expenses and judgments of officers, agents, employees and contractors of the User, and from and against all damages and expenses to which the Department may be subjected by reason of the use of the premises for which this Agreement is made, including without limitation, any claims, suits, costs, expenses and judgments by reason of any damage to or destruction of the environment whatsoever including, without limitation, land, air, water, wildlife and vegetation, including, without limitation, the disturbance of or placement of fill in wetlands, discharges of toxic substances, or any occurrences which constitute violations of Department of Environmental Protection or Environmental Protection Agency Laws or Regulations caused by, resulting from, arising out of or occurring in connection with the use of the leased premises as described in this lease, or any use of which User may notify the Department under the provision of this use agreement, or of any other use User may make of the leased premises, or incidental or appertaining thereto, or in connection with the creation of wetlands by the User. Notwithstanding the above, the obligations assumed by the User herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of the Department. User further acknowledges the possibility of criminal sanctions for such illegal activity. The obligation of the User under this paragraph shall survive the expiration of the Agreement.

- 12. THIS USE AGREEMENT IS ISSUED ON A "NO REFUND" BASIS. CANCELLATION OF THE LEASE BY THE NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS WILL NOT AFFECT THIS POLICY.
- 13. THE ADJUTANT GENERAL OR HIS AUTHORIZED REPRESENTATIVE MAY CANCEL USE AGREEMENT WITHOUT CAUSE, IMMEDIATELY.

In Witness hereof, we have hereunto set out hands and seals the day and year first above written.

STATE OF NEW JERSEY DEPARTMENT OF MILITARY AND VETERANS AFFAIRS.

BY _____
JOHN SAYERS
Business Administrator

BY _____
JILL ANN PRIAR
Chief
Office of Real Property