

LIMITED 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

Fullerton Grounds Maintenance, whose address is 36 Berkshire Valley Road, Suite #1, Kenvil, New Jersey 07847 ("Fullerton" and, together with Township, the "Parties.").

The above Parties hereby agree to the following terms and conditions of this limited license agreement (the "License Agreement").

1. **License Date and Effective Date of Agreement.** This License Agreement shall not be effective until the Township Council approves this License Agreement and the Township Municipal Clerk receives a copy of this Agreement fully executed ("Effective Date").

2. **Description of Premises.** The premises licensed by the Township to Fullerton shall be the parking area for the Oskar Schindler Performing Arts Center (the "OSPAC") at 4 Boland Drive in West Orange, New Jersey also designated Block 107, Lot 1.02 on the Tax Map for the Township of West Orange. Specifically, the area is depicted and highlighted in yellow on the image annexed hereto as Exhibit "A" (the "Parking Area").

3. **Term, Renewal, and Termination.** The initial term of this License shall commence on the date that the Township Council for the Township of West Orange approves this Agreement through November 1, 2020 (the "Initial Term"). Notwithstanding the term of this Agreement, either party may terminate this Agreement on sixty (60) days notice. After the Initial Term, this Agreement shall continue on a year to year basis until and unless either party issues a Notice of Termination on sixty (60) days notice.

4. **Fullerton's Limited Use.** Fullerton shall be authorized to use the Parking Area for the staging of its snow removal equipment which it utilizes for the removal of snow and ice for the private roads within the residential properties commonly known as the Pointe at Crystal Lake (the "Pointe Properties"). Fullerton's license for use of the Parking Area shall be for a limited duration. Fullerton's authorized use of the Parking Area shall commence on November 1, 2019 through April 30 of the following year. Fullerton's authorized use of the Parking Area shall terminate upon its completion of snow and ice removal for the private roads at the Pointe Properties. Fullerton's license to use the Parking Area shall be limited to the staging of its snow removal equipment. Any other uses shall be prohibited and constitute a breach of this Agreement by Fullerton.

5. **Fee and Insurance.** No fee shall be due to the Township. Fullerton agrees to maintain liability insurance naming the Township as an additional 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 the 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.

6. **Snow and Ice Removal by Fullerton.** In consideration of this Limited License Agreement, Fullerton agrees to remove snow and ice, including salting, sections of Boland Drive which the Township is required to provide snow and ice management. Fullerton further agrees to remove snow and ice, including salting, from the sidewalks along the frontage of the Township owned property on the east side of Mt. Prospect Avenue from Boland Drive North to the Exxon Service Station.

7. **Non Exclusive Usage.** Fullerton acknowledges and agrees that it shall not have exclusive use of the Parking Area during the term of the License Agreement. The Township may utilize the facilities at the OSPAC at any time and for any purpose, including during Fullerton's use of the Parking Area under the terms of this License Agreement. Fullerton agrees that it will not interfere with Township's use of the OSPAC.

8. **Fullerton's Care.** Township will commit no act of waste, will take good care of the Parking Area, and will comply with all laws, regulations, rules, and orders of any federal, state, or local government agencies or departments. At the conclusion of each use of the Parking Area, Fullerton shall remove all of its equipment from the Parking Area and leave it in the same condition as it was at the commencement of each use of the Parking Area.

9. **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 Fullerton, at 36 Berkshire Valley Road, Suite #1, Kenvil, New Jersey 07847; (b) if to The Township, at the Township's address set out in this Agreement; or (c) at such addresses as Licensor or 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.

10. **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.

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

12. **Indemnification.** Fullerton shall defend, indemnify, and save harmless the Township, and its respective officials, officers, directors, employees, agents and attorneys, from and against all claims, suits, judgments, expense, fines, penalties assessments and costs of every kind and description, by reason of injury to persons or damage to property, resulting from Fullerton's use of the Parking Area pursuant to this Agreement.

13. **Repairs to the OSPAC and the Parking Area.** In the event that the OSPAC, the Parking Area, or any property owned by the Township, including, but not limited to, sidewalks, medians and guiderails, suffers any damages resulting from Fullerton's use of the Parking Area or removal of snow and ice pursuant to this Agreement, Fullerton shall repair or correct the condition which any such repair to be completed no later than May 1 of each year,

except that in the event that any damage shall require immediate attention, Fullerton shall immediately repair or correct the condition. If this Agreement is terminated prior to May 1 of a particular year this provision shall survive such termination.

14. **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. Any action must be venued in Superior Court of New Jersey, Essex County.

15. **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.

16. **No Assignment.** Fullerton 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.

17. **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.

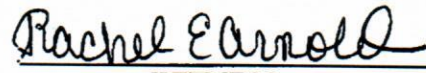
18. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this License Agreement shall apply to, bind, and inure to the benefit of the Township and Fullerton, their successors, legal representatives, and assigns. It is understood that the term "Licensor" as used in this 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, the Parties shall be entirely freed and relieved of all covenants and obligations 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 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 ____th day of November, 2019.

FULLERTON LANDSCAPING ~~Grands Maintenance~~ 

By: 
MATTHEW J. DALTON

TOWNSHIP OF WEST ORANGE


WITNESS
Rachel E. Arnold
ATTEST:

By: _____
ROBERT D. PARISI, MAYOR

Karen J. Carnevale, R.M.C.