

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 ("Township"),

and

20th Century, a New Jersey Limited Liability Company whose address is 78 John Miller Way, Kearny, NJ 07032 ("20th Century" or "Licensee")

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 dated **September 10, 2024** ("Effective Date") which shall also represent the commencement of this License Agreement. However, this Agreement shall not be effective unless: (i) the Township's governing body adopts a resolution or ordinance authorizing the execution of this agreement and; (ii) the Township receives a copy of this Agreement executed by an authorized representative of 20th Century the required certificate of insurance and deposit.

2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes only the parking lot of the property located at 55 Lakeside Avenue in the Township of West Orange, New Jersey ("Premises") for the parking and storage of vehicles.

3. **Term.** The term of this License shall be for 4 months effective date of **September 10, 2024** ending **January 10, 2025**. If the license is not terminated on or before **January 10, 2025**, it shall continue on a month-to-month basis and may be terminated by either party on fifteen (15) days written notice.

4. **Licensee's Use.** Licensee shall use the Premises for the parking and storing of vehicles related to the production entitled "Beast in Me" depicted herein as Exhibit "A."

5. **Fee and Insurance.** A fee shall be payable monthly for the term of the license in the amount of two-thousand five hundred dollars (\$2,500) per day. Payment shall be delivered by the tenth (10th) day of each month beginning October 10, 2024. In addition to the fee, Licensee agrees to maintain public liability insurance naming itself and Township as named insured in an amount not less than two million dollars (\$2 million) per occurrence and five million dollars (\$5 million) in the aggregate. Licensee shall provide an e-mail address that the Township may contact for any late payments. All late payments shall accrue interest at 18% per annum. Licensee shall be liable for all collection fees, attorneys fees and interest. Licensee shall provide Township with a copy of a certificate of insurance naming the Township as additional insured no later than September 9, 2024 and renewals thereof not less than thirty (30) days before the date on which the insurance expires. Licensee shall provide proof of workers compensation insurance in accordance with New Jersey state law. Licensee shall also pay a security deposit of \$10,000 upon execution of this agreement due and payable on the date of execution.

6. **Usage.** Licensee shall have the license for use of the Premises during the term of the Agreement subject to the following conditions:

- (i) Licensee shall not access any building located on the Premises;
- (ii) Licensee's usage is limited to the parking lot of the Premises **only**.

Under no circumstance shall any firearms, ammunition or other potentially dangerous items be stored on the Premises.

7. **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.

8. **Improvements.** Without Township's written consent in advance, Licensee shall not alter, add to, or improve the Premises. Any improvements made by Licensee that constitute 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 of this 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 the term, reasonable wear and tear and injury caused by conditions or events beyond Licensee's control excepted.

9. **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. Any removal or disposition costs shall be paid by Licensee.

10. **Damage to Premises.** If the Premises are damaged by fire or any other cause, so that the cost of restoration, then Township may, no later than five (5) days following the damage, give Licensee notice of election to terminate this Agreement. Licensee shall be solely responsible for any damage to the Premises.

11. **Township May Cure Defaults.** If Licensee defaults in the performance of any covenant or condition of this 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 Township action to cure default.

12. **Default.** If Licensee fails to comply with any term and condition herein, the Township may terminate this Agreement on fifteen (15) days notice.

13. **Notices.** Any notice by either party to the other shall be in writing and shall be deemed to be properly given only if e-mailed to the Licensee's designee and signatory of this Agreement. Notice shall be deemed to have been given upon delivery if sent via e-mail.

14. **Township's Right to Inspect Premises.** Township may enter the premises at any reasonable time on reasonable notice to Licensee (except that no notice is needed in case of emergency) to inspect the Premises or make those repairs, replacements, and additions to the premises or the Building, ad Township deems necessary or desirable. Licensee shall have no claim or cause of action against Township solely for entering the premises in accordance with the Paragraph.

15. **Elements of Constructive Eviction.** Licensee shall not be entitled to claim a constructive eviction from the premises unless Licensee shall have first notified Township in writing of the condition giving rise to the claim and, if the complaints are justified, unless Township fails to remedy the condition within a reasonable time after receipt of the notice.

16. **No Representations.** Neither party has made any representations or promises, other than those contained in this Agreement or in some further writing signed by the party making the representation or promise.
17. **Indemnification.** The Township shall not be liable for any damages to Licensee's property, assets, equipment or vehicles on the Premises. Licensee shall provide its own security or other services to protect its property and any persons on the Premises during this License Agreement. To the extent any claim is asserted by any third party regarding injury, damages or losses, Licensee shall indemnify and hold the Township harmless including all legal fees and expenses.
18. **Disclosure.** The Township hereby discloses that the Premises has been subject to certain environmental issues. These environmental issues may interfere with Licensee's use of the Premises. The Township may periodically need to inspect the Premises to perform certain environmental inspection, testing or other work. Licensee shall not interfere with the Township's access to the Premises.
19. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the fees required under this Agreement and performs Licensee's covenants, Licensee shall peaceably and quietly have, hold, and enjoy the Premises for the term provided, subject to the provisions of this Agreement.
20. **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 Agreement or the premises. Licensee consents that the sole venue and court to enforce this Agreement shall be Superior Court of New Jersey, Essex County or United States District Court for the District of New Jersey, Newark vicinage with New Jersey law applicable.
21. **Captions.** The captions in this Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.
22. **No Assignment.** The Licensee is not permitted to assign any aspect of this 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.
23. **Agreement Binding on Successors, Representatives, and Assigns.** The provisions of this Agreement shall apply to, bind, and inure to the benefit of 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 mortgages in possession, or the lessee for the time being, of the Premises, so that if the Premises is 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 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 Township's covenants and obligations.
24. **Termination.** Either the Township or the Licensee may terminate this Agreement on fifteen (15) days' notice to the other party. This notice period shall begin to run on the actual date that such notice is received by the other party except that Licensee shall be required to perform under this License Agreement. In such instances, the notice period shall commence on the date of the last scheduled performance. The party seeking to terminate this agreement must provide notice in writing to the other party. Licensee must serve such notice on the Township Clerk and the Township must serve such notice on the President of the Licensee.

The above terms and conditions of this lease agreement are hereby agreed to by and between the parties executing below on this **10th day of September, 2024**.

Township of West Orange
a New Jersey Municipal Corporation,

By: Susan McCartney, Mayor
Township of West Orange

WITNESS: Karen J. Carnevale, R.M.C.,
Township of West Orange

20th Century.
a New Jersey Limited Liability Company, Licensee

By: Jacob Lavin, Location Assistant

By: XXX, President