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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

Pro Media New Jersey, LLC, a New Jersey Limited Liability Company whose address is 7 Oak Place, Montclair New Jersey 07042, c/o Reyad Farraj and Joe D'imperio, as Managing Members ("Licensee") (the Township and Licensee shall be referred to as "Parties" herein).

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 **April __, 2025** ("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 authorizing the execution of this agreement and; (ii) the Township receives a copy of this Agreement executed by the Reyad Farraj and Joe D'imperio, Managing Members of Licensee and proof of insurance. No later than May 16, 2025, the Licensee shall deliver to the Township a check in the amount of \$11,250 which shall constitute the license fee for the period June 1, 2025 through August 31, 2025 inclusive of all utilities (the Term set forth in paragraph 3 below) and the Certificate of Insurance in accordance with paragraph 5 herein.

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2. **Description of Agreement Premises.** The premises licensed by Township to Licensee includes portions of the premises, grounds and building, including approximately 4,500 square feet of the premises in the lower level of the Premises, ten (10) parking spaces, and an area of the parking lot suitable for the parking and storage of five (5) box trucks ranging from twenty (20) feet to forty (40) feet in length, located at 10 Rooney Circle, West Orange, New Jersey (the "Premises"). The Premises are leased "AS IS, WHERE IS." A map showing the proposed area licensed is annexed hereto as Exhibit "**A**." Licensee shall not have reserved parking spaces and shall not park within close proximity to the building entrances so as to permit library patrons full, complete and convenient access to the library entrances. The Township reserves the right to direct the Licensee to park its vehicles in whatever location it chooses so as to not impact the existing Tenant and Library use.

3. **Term.** The term of this License shall be for ninety (90) days effective date of **June 1, 2025** ending **August 31, 2025**. Licensee shall have a right to renew for an additional 90 days beginning at the expiration of this Agreement by notification in writing or e-mail to Township Clerk (KCarnevale@WestOrange.org, with copies to PSmeraldo@westorange.org and JAbbott@westorange.org), provided, however, either the Township or the Licensee may terminate this Agreement on thirty (30) days' notice to the other party. This notice period shall begin to run on the actual date that such notice is delivered to the other party. Licensee must serve such notice on the Township Clerk and the Township must serve such notice on the Managing Members of the Licensee via e-mail to Reyad.farraj@gmail.com and Joe@promedia.nyc.

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4. **Licensee's Use.** Licensee shall use the Premises for film and/or television production and post-production and related uses. This License Agreement shall not include any rights to film on the Premises nor is the same permitted without a written addendum to the agreement executed by the Township and Licensee and Licensee in conformance with all requirements of any local ordinances and applicable other laws.

5. **Fee and Insurance.** A fee shall be payable monthly beginning on the 1st of each month for the term of the license in the amount of \$3,750 inclusive of all utilities.¹ 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 one million dollars (\$1 million) per occurrence and three million dollars (\$3 million) in the aggregate. Licensee shall provide Township with a copy of same and renewals thereof not less than thirty (30) days before the date on which the insurance expires.

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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 interfere or use any portion of the Premises except those outlined herein and contained in Exhibit "A."

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. **Repairs.** Township will make all necessary repairs to the Premises at Township's expense except when the repairs are needed because of misuse or neglect by Licensee or by persons under Licensee's control or on the Premises at Licensee's invitation, in which even, Licensee shall make those repairs at Licensee's own expense.

9. **Improvements.** 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.

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.** Township shall provide utilities to the Premises, including heat, hot water, electric and gas, if any. Township agrees to maintain the electrical, plumbing, HVAC and structural systems on the Premises.

12. **Damage to Building.** If the Premises are damaged by fire or any other cause, so that the cost of restoration, as reasonably estimated by Township, equals or exceeds fifty

¹ This amount will be deemed paid for the period June 1, 2025 through August 31, 2025 upon clearance of the funds referenced in paragraph 1 herein.

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(50%) percent of the Premise's replacement value (exclusive of foundations) just prior to the damage, then Township may, no later than thirty (30) days following the damage, give Licensee notice of election to terminate this Agreement. If the cost of restoration equals or exceeds fifty (50%) percent of the replacement value and if the Premises are not reasonably usable for the purposes for which they are leased, Licensee may, no later than thirty days following the damage, give Township notice of election to terminate this Agreement. In the event of either of these elections, this Agreement shall terminate on the 31st day after the giving of notice, and Licensee shall surrender possession of the premises within a reasonable time. If the cost of restoration as estimated by Township amounts to less than fifty (50%) percent of the replacement value of the Premises, or if despite the cost Township does not elect to terminate this Agreement, Township shall restore the Premises and the premises with reasonable promptness, subject to delays in the making of insurance adjustments by Township, and Licensee shall have no right to terminate this Agreement except as provided in this Paragraph. Township need not restore fixtures and improvements owned by Licensee.

13. **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.

14. **Default.** If Licensee fails to comply with any term and condition herein, the Township may terminate this Agreement on ten (10) 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 mailed by registered or certified mail, return receipt requested, addressed (a) if to Licensee, at the above indicated location; (b) if to Township, at Township's address set out in this Agreement; or (c) at such addresses or e-mail addresses as Licensee 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.

16. **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, as 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.

17. **Interruption of Services or of Occupancy.** Interruption or curtailment of any service maintained in the Premises if caused by strikes, mechanical difficulties, or any other causes beyond Township's control shall not entitle Licensee to any claim against Township or to any abatement in rent, nor shall they constitute constructive or partial eviction, unless Township fails to take measures that are reasonable in the circumstances to restore the service without undue delay.

18. **Elements of Construction 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.

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19. **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.

20. **Covenant of Quiet Enjoyment.** Township covenants that as long as Licensee pays the Fee and fully complies with the terms of 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.

21. **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.

22. **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.

23. **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.

24. **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 of the Building, so that if the Building 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, or the licensee.

The above terms and conditions of this lease agreement are hereby agreed to by and between the parties executing below on this _____ day of April, 2025.

Township of West Orange
a New Jersey Municipal Corporation

ATTEST:

By: Susan McCartney, Mayor

By: Karen Carnevale, Clerk,
Township of West Orange

Pro Media New Jersey, LLC
a New Jersey Limited Liability Company

By: Reyad Farraj, Managing Member

By: Joe D'imperio, Managing Member

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