

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease" or "Agreement") is made this 1st day of January, 2021,

BETWEEN: **TRINITY EPISCOPAL CHURCH, RED BANK,**

having its principal office at 65 West Front Street, Red Bank, NJ 07701,
hereinafter referred to as **LESSOR**,

AND:

Borough of Red Bank

having its principal office at 90 Monmouth Street, Red Bank, NJ
07701, hereinafter referred to as **LESSEE**.

For and in consideration of the mutual covenants contained herein, and other good and valuable consideration, the LESSOR does hereby lease to the LESSEE, and the LESSEE does hereby rent from the LESSOR, under the following terms and conditions:

1. **PREMISES:** The "Premises" shall consist of the rooms A, D, F and G as shown on the attached layout, of LESSOR's building, commonly known as 65 West Front Street, Red Bank, Monmouth County, New Jersey, and shall include access to the common area, including bathrooms on this floor. Access to the building will be from the entrances to the East West and South sides of the rented space. Access to these areas is unlimited with the exception of prior to 2:00 pm on Sundays. Lessor shall have access to the Kitchen Facilities Monday through Friday only.

2. **TERM:** The term is for Three (3) years commencing January 1, 2021. LESSEE has the exclusive

right to renew this Lease at the end of each term, upon ninety (90) days prior written notice to LESSOR. Notices of renewal by LESSEE shall only be effective if LESSEE is not in default of this Lease both at the time notice of renewal is given and the time renewal becomes effective. Any renewal shall be upon the same terms and conditions as are stated herein, subject, however, to negotiation of financial rental terms. Either party may terminate this Lease upon six (6) months prior written notice to the other party.

3. **RENT:** The rent commencing January 1, 2021 – shall be \$2,000.00 Monthly, payable on the first of each Month. At commencement, LESSEE shall make a one-time payment to LESSOR in the amount of \$700.00 to prepare the Premises for LESSEE's intended use.

4. **USE:** The leased Premises are to be used as a non-profit Center for the Senior community of Red

Bank.. The LESSEE agrees to take good and reasonable care of the leased Premises, and to surrender the same upon the termination of this Lease in as good a state and condition as reasonable use and wear and tear will permit, damage by fire, the elements, and from other causes beyond the control of the LESSEE excepted.

5. NO RIGHT TO ASSIGN: LESSEE agrees that it shall neither assign its rights hereunder, nor sublet the whole or any part of the leased Premises, without the prior written consent of the LESSOR.

6. TITLE AND QUIET ENJOYMENT: The LESSOR covenants and represents that it is the owner of the leased Premises and has the right and authority to enter into, execute, and deliver this Lease, and does further covenant that the LESSEE, on paying the rent and performing the conditions and covenants herein contained, shall and may peaceably have, hold, and enjoy the leased Premises for the term aforementioned.

7. DESTRUCTION OF PREMISES: It is agreed between the parties hereto that in case the leased Premises or the building of which the leased Premises are apart shall be destroyed in part, or in whole, by fire or other elements, or by any other cause, to an extent which shall render the Premises untenantable, or unfit for occupancy for the purposes of the LESSEE, LESSEE shall pay the accrued rent to the time of such destruction, as aforesaid, and not thereafter, and this agreement shall terminate and be of no further effect; if, however, the leased Premises shall be partially damaged by fire or other causes to a lesser extent, at LESSOR's option, the damage shall be repaired by LESSOR, with all reasonable speed, and the rent for the portions not usable by the LESSEE shall be apportioned and abated for the term beginning with the date of such damage, and ending when such damage shall be repaired and such portions of leased Premises again made usable to LESSEE, provided, however, that if such damage is not repaired within ninety (90) days, the LESSEE may terminate this Lease upon thirty (30) days written notice given on or after the sixtieth day following the date of loss.

8. REPAIRS, MAINTENANCE AND SNOW REMOVAL: The LESSEE shall be responsible for any damage to the Premises that occurs as a result of any act of negligence of the LESSEE, its agents, servants, employees, contractors, or invitees. LESSOR shall be responsible for maintenance, repairs, and replacement of the roof at the Premises. LESSOR shall be responsible to repair and maintain the exterior of the building and the surrounding grounds, including the parking lot and shall also be responsible for snow and ice removal. LESSOR shall be responsible for the cost of maintenance and repair of the existing heating, ventilating, and air conditioning systems and equipment. LESSEE shall not install any additional portable or permanent heating, ventilation, and/or air conditioning units without the prior written approval of LESSOR. Except and as to the extent otherwise provided herein, LESSEE shall be responsible for the maintenance and repair of the interior of the demised premises. LESSOR shall be responsible for the cleaning and maintenance of the leased common areas. LESSEE shall have the right to make alterations and renovations to the premises, at its own cost, upon the prior written approval of the LESSOR and within the LESSOR's exclusive discretion. LESSEE shall be responsible for obtaining and paying for any and all necessary permits and/or certificates in connection with any alterations and/or renovations made by LESSEE.

9. **INSURANCE:** LESSEE shall carry public liability insurance in the amount of at least one million dollars (\$1,000,000.00), which shall list LESSOR as an additional insured and include coverage for injuries to persons occurring on the LESSOR's property. LESSEE shall also carry workers' compensation insurance for its employees. LESSEE agrees to obtain proof of insurance as LESSOR may request. LESSOR carries public liability insurance for the Church property in the amount of one million dollars (\$1,000,000.00) and will provide LESSEE with appropriate proof of insurance as LESSEE may request.

10. **HOLD HARMLESS AND INDEMNITY:** LESSEE Shall hold harmless and indemnify LESSOR from any and all damage whether to person or property and whether compensatory, incidental, consequential, punitive or attorney's fees resulting from LESSEE'S use of the property or by LESSEE'S officers, agents Employee's and or clients except for damages caused by Lessees negligent or intentional acts or admissions.

11. **HAZARDOUS SUBSTANCES:** LESSOR represents and warrants that the premises, and the property of which the premises is a part, is in compliance with all applicable statutes, rules, regulations, ordinances and governmental directives pertaining to hazardous substances and environmental contamination. LESSEE represents and warrants that during its occupancy of the premises it will not use or store any hazardous substances on the premises or otherwise cause LESSOR'S representation or warranty to be violated.

12. **CONFORMING USE AND APPROVALS:** LESSEE shall be responsible for obtaining any and all certificates of occupancy, permits, approvals and or licenses required to use the premises for the purposes contemplated by this lease. LESSEE shall not exceed the maximum number of people allowed in each room of the premises as determined by the Red Bank Fire Marshal.

13. **DEFAULT:** If LESSEE defaults in the performance of any of the terms, covenants, and conditions of this lease, LESSOR may give written notice to LESSEE of such default and LESSEE shall cure any such default in respect of which it has received notice in writing, without unreasonable delay and, to the extent practicable, within thirty (30) days after receiving written notice from LESSOR. Should LESSEE fail to cure any default within a reasonable time after notice is given, then LESSOR may cure the same at the cost and expense of the LESSEE, which cost and expense LESSEE shall pay to LESSOR on the first day of the month following the month LESSOR renders an invoice and supporting documentation therefor. The failure to pay any such amount as shall come due shall constitute a default under this lease and any such amounts as shall come due and remain unpaid shall be added to the rent due hereunder. This remedy shall be in addition to such other remedies as LESSOR may have hereunder by reason of the breach by LESSEE of any of the terms, covenants, and conditions in this lease contained.

14. **NOTICES:** Any demands, notices, and communications hereunder shall be served or given by certified mail, addressed to the intended party at its principal office, as noted on the first page of this agreement. Any notice given hereunder by mail shall be deemed delivered when deposited in the United States general or branch post office, enclosed in a certified, prepaid envelope, addressed as provided above. Either party may change the address for the giving of notices by notifying the other in writing in the manner provided above.

15. **NON-WAIVER BY LESSEE OR LESSOR:** The various rights, remedies, options, and elections of the parties hereto, expressed herein, are cumulative, and the failure of the parties hereto to enforce strict performance of the conditions and covenants of this lease or to exercise any election or option, or to resort or have recourse to any remedy herein conferred in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment for the future by the parties hereto of any such conditions and covenants, options, elections or remedies, but the same shall continue in full force and effect.

16. **GENDER AND NUMBER:** In all references herein to any parties, persons, entities or corporations, the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require. All the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors, and assigns, respectively.

17. **HEADINGS:** All headings as may be contained herein are for reference only and are not be construed to define or limit any term or meanings of terms contained within the paragraph.

18. **ENTIRE AGREEMENT:** This lease contains the entire agreement between the parties. This lease hereby revokes all former leases and agreements made by the parties with respect to the rental of real property at 65 West Front Street and 50 White Street, Red Bank, Monmouth County, New Jersey. No representative, agent, or employee of LESSOR or LESSEE has been authorized to make any representations or promises with reference to the within letting, or to vary, alter or modify the terms hereof. No additions, changes or modifications, renewals or extensions hereof, shall be binding unless reduced to writing and signed by the LESSOR and LESSEE.

Signatures appear on next page.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals, or caused these presents to be signed by or on behalf of LESSOR and LESSEE, by their proper representatives and their proper seals to be affixed, the day and year written below.

TRINITY EPISCOPAL CHURCH, RED BANK, Lessor

By: _____

Name & Title

Date:

Borough of Red Bank, Lessee

By: _____
Name & Title

Date: