

## **COMMERCIAL PROPERTY LEASE AGREEMENT**

**THIS AGREEMENT** is hereby made between R.J.E.S., LLC., 208 South Pearl Street, Red Bank, New Jersey (hereinafter, "Lessor"), and the Borough of Red Bank, 90 Monmouth Street, Red Bank, New Jersey (hereinafter, "Lessee"). This Lease replaces all other written and verbal agreements.

**WHEREAS**, Lessor is the titled owner of real property located at 208 South Pearl Street, Red Bank, New Jersey, also known as Block 75, Lot 174 on the Tax Map of the Borough of Red Bank (hereinafter, the "Property"); and

**WHEREAS**, Lessee is a municipal corporation of the State of New Jersey and is authorized, pursuant to N.J.S.A. 40A:12-5, to acquire leasehold interests in real property for public business and use; and

**WHEREAS**, Lessee requires a secure impound yard for its Police Department to properly carry out and execute its public duties; and

**WHEREAS**, Lessor's Property contains an approximately 5,000 square-foot, fenced-in area suitable for Lessee's use as a secure impound yard, as depicted on Exhibit A attached hereto (hereinafter, the "Premises"), which Premises Lessor has leased to Lessee for the past two years;

**NOW THEREFORE**, in accordance with the Ordinance adopted by Lessee attached hereto as Exhibit B, Lessor hereby demises the Premises to Lessee, and Lessee hereby renews its rental of the Premises from Lessor, upon the following terms and conditions.

### **1. Term and Rental Payments**

The term of this Lease shall be for one (1) year beginning on February 15, 2020 and ending on February 14, 2021. The annual Gross Rent shall be \$16,800.00, paid in equal monthly installments of \$1,400.00 which shall be postmarked or delivered on or before the fifteenth day of every month in advance, and shall be delivered or mailed to Lessor at the Property's address. The Lessee is permitted to pay Rent in advance at any interval most convenient for Lessee.

### **2. The Premises**

The Premises shall be used only as an impound yard for the storage of vehicles and related equipment and items by the Red Bank Police Department. Lessor shall be responsible for repairing any damaged fencing surrounding the Premises prior to the commencement of this Lease. Lessor shall further be responsible for maintaining the fencing surrounding the Premises during the term of this Lease. Other than the aforementioned fencing, Lessee acknowledges that the Premises and all other aspects thereof, are delivered by Lessor in "as is" condition without any warranty or representation as to condition or fitness for any particular purpose. Lessee agrees to accept the Premises in "as is" condition. Any damage, additions, or changes to the Premises caused by the Lessee are the sole responsibility of the Lessee to repair, restore and/or replace.

**3. Late Fees**

The parties agree that if the Lessee fails to make any monthly payments by the 15<sup>th</sup> of the month when they are due, there shall be added to the payment due for such month in which payment is late, a sum equal to \$50 for that month as Additional Rent. This is in addition to any other remedies the Lessor may have hereunder or by law.

**4. Security Deposit**

There shall not be any Security Deposit required under this Lease.

**5. Cost of Operation**

This is a Full Gross Rent Lease. Lessee shall not be responsible for the payment of any expenses associated with the Property or the Premises, including, by way of example and without limitation, the cost of utilities, water or sewer usage, security, refuse removal, insurance, maintenance or repair of fixtures, supplies, sundries, sales or use tax on supplies or services, wages or salaries of persons engaged in the operation, maintenance and repair of the Property or the Premises, expenses incurred for legal and accounting expenses, the cost of capital improvements or other modifications to the Property, or any other expense or cost, which, in accordance with generally accepted accounting principles and the standard management practices for properties comparable to the Property and the Premises would be considered an expense of operating and/or maintaining the Property and/or Premises.

**6. Prohibition Against Activities**

The Premises shall be used only as set forth and provided above, and Lessee shall not use, or permit the use of, the Premises, or any part of the Premises, for any other purpose or purposes, without the written consent of Lessor. Lessee shall not commit, or suffer to be committed, any waste upon the Premises, any public or private nuisance, or other act or thing that may disturb the quiet enjoyment of any other occupant of the Property.

**7. Signs**

Lessee at its cost and expense may install appropriate signage, if any, in or about the Premises, subject to any applicable governmental regulations. Upon termination of this Lease, Lessee shall remove all signage and repair any damage to the Premises related thereto.

**8. Maintenance of Premises**

All maintenance and repairs, except as described in paragraph 2 herein above, are Lessee's obligation. Lessee shall be responsible for renovations and maintenance of any new installations on the Premises. Lessee shall be responsible for removal of its trash and for snow removal. Lessee shall provide a chain and padlock to secure the Premises for its purposes. Lessee covenants to take good care of the Premises and keep the Premises clean of any garbage, trash and other refuse.

## **9. Liability for Damages**

Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, waives all claims against Lessor for damages to vehicles, equipment, and items in, upon, or about the Premises from any cause arising at any time, including water damage, fire or any other cause, and Lessee will hold Lessor exempt and harmless for and on account of any damage or injury to the vehicles, equipment, and items of any person, arising from the use of the Premises by Lessee, or arising from the failure of Lessee to keep the Premises in good condition and/or secured.

## **10. Assignments or Sublease**

The Lessee may not sublease or assign the Premises without Lessor's prior written consent.

## **11. Lessor's Remedies in Event of Breach**

If the Lessee defaults in the performance of any of the terms, covenants and conditions hereof, except for payment of rent or of any financial obligation under this Lease, or permits the Premises to become deserted, abandoned or vacated, the Lessor may give the Lessee notice of such default, and if Lessee does not cure within ten (10) days, after giving of such notice, or if such other default is of such nature that it cannot be completely cured within such period, if the Lessee does not commence such curing within such ten (10) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then, in any such event the Lessor may terminate this Lease pursuant to applicable law, and on the date specified in said notice, the Lessee's right to possession of the Premises shall cease, and the Lessee shall then quit and surrender the Premises to the Lessor. Should Lessor at any time terminate this Lease for any breach, in addition to any other remedy it may have, it may recover from Lessee all damages it may incur by reason of such breach.

## **12. Surrender by Lessee of Lease**

The voluntary or other surrender of this Lease by Lessee, or a mutual cancellation of the Lease, shall at the option of Lessor, terminate all or any existing subleases or sub tenancies, or may, at the option of Lessor, operate as an assignment of any or all such subleases or sub tenancies to the Lessor.

## **13. Notices**

All notices by the parties under this Lease shall be transmitted in writing by certified mail, return receipt requested or by overnight courier, and addressed to: (1) Lessee at: Pamela Borghi, Municipal Clerk, Borough of Red Bank, 90 Monmouth Street, New Jersey 07701; and to (2) Lessor at: R.J.E.S., LLC, 208 South Pearl Street, Red Bank, New Jersey 07701, unless either party provides the other party with a different address to which notices are to be transmitted in writing by certified mail, return receipt requested.

#### **14. Effect of Waiver of Breach of Covenants**

The waiver by Lessor of any breach of any covenant or condition contained in this Lease shall not be deemed to be a waiver of such a covenant or condition or any subsequent breach of the covenant or condition or any other covenant or condition. The subsequent acceptance of rent under this Lease by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any covenant or condition of this Lease, other than the failure of Lessee to timely pay the particular rent so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent.

#### **15. Lessor's Remedies on Default**

It is understood and agreed that the remedies given to Lessor shall be cumulative, and the exercise of any one remedy by Lessor shall not be to the exclusion of any other remedy.

#### **16. Binding Effect on Successors and Assigns**

The covenants and conditions contained in this Lease, subject to the provisions as to assignment, shall apply to and bind the heirs, successors, executors, administrators and assigns of all of Lessee, and all such heirs, successors, executors, administrators and assignees of Lessee shall be jointly and severally liable under this Lease.

#### **17. Indemnification by Lessee and Lessee's Insurance**

Lessee shall be responsible for and shall relieve, indemnify and save Lessor harmless from and against (a) all liability for loss of life, personal injury and/or damage to property occurring in or around the Premises including, but not limited to any claims made by Lessee's agents, vendors, service providers, guests, invitees, clients, customers, investors or patrons and (b) any loss or damage from Lessee's failure to perform its obligations under this Lease.

#### **18. Entire Agreement**

This instrument, contains the entire agreement and understanding between the parties hereto with respect to the Lease of the Premises to Lessee. This Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject thereof, and none thereof shall be used to interpret or construe this Lease. This Lease is and shall be considered to be the only Lease agreement relative to the Premises between the parties hereto and their respective representatives and agents as of the date hereof. No modification of this Lease shall be effective unless the same shall be in writing and be signed by the parties hereto or, as the case may be, their respective successors or assigns.

#### **19. Validity of Lease**

If any clause or provision of this Lease is legally invalid, the remaining clauses and provisions of this Lease shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have respectively executed this Lease as of the dates hereinafter written below.

**LESSOR**

**R.J.E.S., LLC**

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

**LESSEE**

**BOROUGH OF RED BANK**

Signature: \_\_\_\_\_

Printed Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

# **EXHIBIT A**



# **EXHIBIT B**