

LEASE AGREEMENT

THIS AGREEMENT, made this 12 day of JAN, 2022, between HOPEWELL FIRE DEPARTMENT, as "Landlord", with a mailing address of 4 Columbia Avenue, Hopewell, NJ 08525, and BOARD OF FIRE COMMISSIONERS, HOPEWELL BOROUGH FIRE DISTRICT NO. 1, as "Tenant", with a mailing address of PO Box 141, Hopewell, NJ 08525.

WITNESSETH:

(1) **Premises:** Landlord hereby leases to Tenant the following areas ("Premises") in the Hopewell Fire Department firehouse, located at 4 Columbia Avenue, Hopewell, Mercer County, New Jersey:

Tenant shall have exclusive use of the engine and ambulance bays and space for the housing and storage of its firefighting and emergency medical equipment, as well as exclusive use of one room to be used as the Commissioners' office, and other areas that Landlord, in its discretion, may designate for Commissioners' use. Tenant shall have non-exclusive (cooperative) use of the offices, communication (radio) room and the first-floor conference room or similar space in which to conduct its public meetings and for the general conduct of its business. Each party agrees that it shall conduct its affairs and use of the premises in such a way as to not interfere with the cooperative use of the premises by the other.

Tenant acknowledges that Landlord and/or its Ladies Auxiliary historically host annual fundraising or community events which involve using the engine bays (flower sales, Memorial Day/Halloween/winter holiday events, Fire Prevention open house, pancake breakfasts). Tenant consents to Landlord's use of the bays for these events and, upon

advance notice from Landlord, Tenant may consent to other occasional use of the bays for similar purposes. In all cases Landlord shall bear the responsibility of adequately securing and safeguarding Tenant's vehicles, property and equipment throughout each event.

(2) **Term:** The initial term of this lease shall be for a period of one (1) year to commence on the 1st day of January, 2022, and to end on the 31st day of December, 2022.

(3) **Rent:** In consideration of the Tenant's use of the premises and the mutual promises of the parties contained herein, Tenant agrees to annually pay Landlord the sum of \$26,000.00 during the initial term of the lease and any renewals thereof, subject to Paragraph (4) below. Payments shall be made in equal monthly installments of \$2,166.66 on or about the second Wednesday of each month during the term of the lease, or upon such other payment schedule to which the parties may agree.

(4) **Renewal:** Tenant shall have the right to renew this lease for two (2) additional two-year terms upon the same terms and conditions contained herein except for rent. The parties may renegotiate the annual rental to be paid during any renewal term, but only if either party gives written notice to the other at least ninety (90) days prior to the expiration of the then current term of its intent to so renegotiate. In the absence of timely receipt of notice by either party to renegotiate the rent, renewal shall be automatic and upon the same terms and conditions (including rent) as in effect for the expiring term unless not less than thirty (30) days prior to the expiration of the then current term Tenant gives written notice to the Landlord of Tenant's election not to renew. In this event, Tenant shall vacate the premises within a reasonable time to be agreed upon between the parties. Should Tenant physically vacate the premises after the term expires

Tenant shall pay a pro-rata rental payment to Landlord covering the period of time between the date the term expired and the date Tenant vacates the premises.

(5) **Mortgage**: Landlord shall be responsible for the payment of any mortgage existing on the property at any time during the term hereof.

(6) **Use**: Tenant shall use and occupy the premises for the housing of fire trucks, emergency medical vehicles, apparatus and equipment owned by Tenant, and the conduct of Tenant's business, including monthly meetings and such other activities as are attendant to the business of operating a fire district. Landlord shall not use, or allowed to be used, any portion of the building or grounds for any purposes as may unreasonably interfere with Tenant's use of thereof for the conduct of all business associated with the operation of a fire district or emergency service response unit.

(7) **Housing**: Landlord will provide and maintain safe and secure housing for Tenant's vehicles, apparatus, equipment and furnishings of any type located on the premises and used in connection with Tenant's business. Landlord will observe reasonable rules and regulations promulgated by Tenant for the care, maintenance and housing of same. Landlord, working together with Tenant, shall adopt and institute Standard Operating Guidelines encompassing the care, housing and use of Tenant's vehicles, apparatus and equipment, and shall provide reasonable assurances to Tenant against the misuse of Tenant's property by Landlord's members, agents and/or invitees. Landlord shall provide

Tenant with a current copy of said Standard Operating Guidelines at Tenant's request.

(8) **Utilities and Snow Removal:** Tenant agrees to pay or cause to be paid the cost of heat, air conditioning, water, sewer, electricity, trash collection and janitorial services supplied to the building and used in connection with the Commissioners' business. Landlord agrees to provide and to pay for all other utilities and services on or about the property, including lawn care and snow removal for sidewalks and all driveway and parking areas.

(9) **Insurance:** During the term(s) hereof, Tenant agrees to secure and pay for public liability, personal liability and property damage (fire and extended coverage) insurance on the building and premises (including fixtures), the grounds (including parking areas), and its personal property, vehicles, apparatus and equipment housed or stored in or on the building and grounds. Landlord shall be named an additional insured on the policies. Tenant shall provide Landlord with current copies of the policies at Landlord's request. Landlord agrees, at its own expense during the term hereof, to maintain public liability and property damage (fire and extended coverage) insurance with respect to Landlord's personal property, vehicles and equipment regularly housed in or about the building and grounds. (check policies to see what the board's insurance covers. Set out minimum limits?)

In the event that Landlord or Tenant permit any individual or entity to use any portion of the building or grounds for an event or project, prior thereto said individual or entity shall be required to provide to the Landlord or Tenant, as the case may be, an appropriate Certificate

of Insurance naming "Hopewell Fire Department" and "Board of Fire Commissioners, Hopewell Borough Fire District #1" as certificate holders and additional insureds on a primary and non-contributory basis.

(10) **Repairs:** Landlord shall keep and maintain the interior and exterior of the building and premises, including heating, cooling, electrical and plumbing systems, and the surrounding grounds, including sidewalks, apron and parking areas, in good order, condition and repair, and shall pay the costs thereof, except for repairs caused by the act or negligence of Tenant, its employees when acting within in the scope of their duties on behalf of Tenant, or its agents or invitees, the cost of which will be paid by Tenant.

(11) **Alterations:** Landlord shall not make major structural alterations, changes or improvements to the leased premises unless it has first obtained Tenant's written consent thereto. Tenant may make such non-structural alterations or improvements to that area of the premises reserved for its exclusive use as are reasonably necessary or desirable to aid the conduct of its business. Tenant agrees to remove any alteration or improvement and to restore the premises to their original condition at the termination of this Lease, unless otherwise agreed between the parties.

(12) **Damage to Premises:** In case of damage to the premises, by fire, storm or other cause, if the damage is so extensive as to amount practically to the total destruction of the premises or of the building, or if the Landlord shall within a reasonable time decide not to repair or rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the date the

damage was incurred. In all other cases where the premises are damaged by fire, storm or other cause, the Landlord shall repair the damage with reasonable dispatch, and if the damage has rendered the premises unusable, in whole or in part, or is such that it substantially interferes with the conduct of Tenant's business on the premises, there shall be an apportionment of the rent until the damage has been repaired.

(13) **Taxes:** The building and grounds housing the premises are exempt from property taxes. Should Landlord use or allow the use of the property in such a manner as to cause it to become taxable by any entity, Landlord will pay all taxes and assessments imposed as a result of such use.

(14) **Assignment and Subletting:** Tenant shall not sublet or assign this lease without the prior written consent of Landlord. Landlord shall not sell or assign the building or grounds encompassing the premises without prior written consent of Tenant and Landlord shall not mortgage or encumber the building or grounds encompassing the premises without the prior written notification to Tenant. Landlord shall not rent or sublet to another any portion of the building or grounds in such a manner or at such times as to interfere with Tenant's use and occupancy thereof. Landlord shall obtain Tenant's prior written consent to a rental or sublet of any portion of the building or grounds, which consent shall not be unreasonably withheld.

(15) **Subordination:** This lease shall be subject and subordinate to all present and future mortgages which affect the real property of which the premises form a part and to all

renewals, modifications, consolidations and replacements of said mortgages. Tenant agrees to execute and deliver such further instruments confirming such subordination of this lease as may be required by the holders of any such mortgages.

(16) **Eminent Domain:** If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi-public purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to Tenant.

(17) **Non-appropriation:** In the event no funds or insufficient funds are budgeted or appropriated or otherwise made available in any fiscal period within the lease term, or any renewals thereof, and if Tenant has no funds legally available for rental payments from other sources, then this lease shall terminate as of the last day of Tenant's fiscal year for which appropriations were received, without penalty to Tenant. In this event, Tenant shall vacate the premises within a reasonable time to be agreed upon between the parties. In the event of termination pursuant to this paragraph, the Tenant shall pay a pro-rata rental payment to Landlord covering the period of time between the last scheduled payment date and the termination date.

(18) **Modification:** This agreement cannot be changed or terminated orally, but only by an instrument in writing signed by both parties.

(19) **Severability:** The terms, conditions, covenants and provisions of this lease shall be deemed to be severable. If any clause or provision herein shall be adjudged invalid or unenforceable, it shall not affect the validity of any other clauses or provisions, but such other clauses or provisions shall remain in full force and effect. Either party may pursue the relief or remedy sought in any invalid clause by conforming the clause with the provisions of the applicable statutes or the regulations of any governmental agency.

(20) **Entire Agreement:** This instrument contains the entire and only agreement between the parties, and no oral statements or representations or prior written matter not contained in this instrument shall have any force or effect.

(21) **Notices:** Notices to any party to this lease shall be in writing. Notices shall be personally delivered, sent by US Mail or e-mail, as follows:

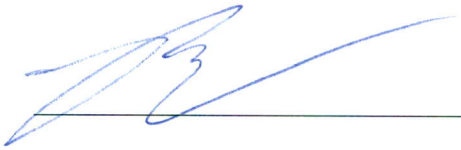
To the Landlord: President, Board of Trustees; Hopewell Fire Department; 4 Columbia Avenue, Hopewell, New Jersey 08525

To the Tenant: Chairman, Board of Fire Commissioners, Hopewell Borough District No.1; PO Box 141; Hopewell, New Jersey 08525

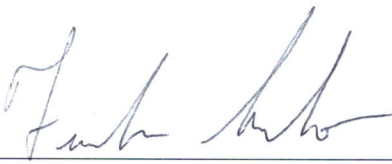
IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

ATTEST:

BOARD OF TRUSTEES OF THE
HOPEWELL FIRE DEPARTMENT

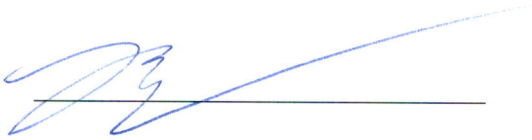


Secretary

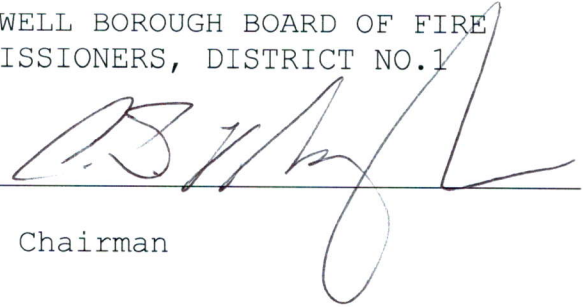
BY: 

President

HOPEWELL BOROUGH BOARD OF FIRE
COMMISSIONERS, DISTRICT NO.1



Secretary

BY: 

Chairman