

CITY OF BRIGANTINE

RESOLUTION 2024-62

RESOLUTION AUTHORIZING THE CITY OF BRIGANTINE TO ENTER INTO A LEASE WITH BRIGANTINE ROWING FOR THE DISABLED, INC.

WHEREAS, the City is the owner of that certain land and improvements, known as 518 Bayshore Avenue, Brigantine, New Jersey 08203 and further identified at Block 6705, Lot 2.01 on the Tax Maps of the City of Brigantine (the "City Property"); and

WHEREAS, Brigantine Rowing for the Disabled, Inc. seeks authorization to enter a lease with the City to provide its not-for-profit services; and

WHEREAS, the funds tendered through this lease will be used to offset the City's payment of maintenance costs, cleaning and repairs of the City's Property;

WHEREAS, the parties desire to enter a lease agreement to detail the terms of this relationship;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Brigantine, County of Atlantic, State of New Jersey that:

- 1) The City is authorized to enter a lease agreement with Brigantine Rowing for the Disabled, Inc., A New Jersey non-profit corporation for the use of 518 Bayshore Avenue, Brigantine, New Jersey 08203 and further identified at Block 6705, Lot 2.01 on the Tax Maps of the City of Brigantine
2) The Mayor, City Manager, and City Clerk are authorized to execute any and all documents in furtherance of this Resolution upon review and approval of such documents by the City Solicitor's Office.

Certified to be a true copy of a Resolution adopted by the Municipal Council for the City of Brigantine, County of Atlantic and State of New Jersey, on the 3rd day of April, 2024.

City of Brigantine

Lynn Sweeney RMC. Lynn Sweeney, RMC City Clerk

4860-9234-6545, v. 1

THIS IS TO CERTIFY THAT THE ABOVE IS A TRUE AND LAWFUL COPY OF A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF BRIGANTINE, COUNTY OF ATLANTIC, NEW JERSEY.

AT ITS MEETING OF April 3, 2024

Lynn Sweeney RMC LYNN SWEENEY, RMC CITY CLERK

Table with 5 columns: COUNCIL MEMBERS, Y, N, NV, AB. Rows include SERA, RIORDAN, KANE, BEW, LETTIERI, HANEY, DeLUCRY.

## LEASE AGREEMENT

**THIS LEASE** ("Lease") is made and entered into between City of Brigantine, a political subdivision of the State of New Jersey, referred to in this Lease as "Landlord", and Brigantine Rowing for the Disabled, Inc., a New Jersey non-profit corporation, referred to in this Lease as "Tenant".

Landlord is the owner of that certain land and improvements, known as 518 Bayshore Avenue, Brigantine, New Jersey 08203 and further identified at Block 6705, Lot 2.01 on the Tax Maps of the City of Brigantine ("Premises"). In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Landlord leases to Tenant the Premises.

### **ARTICLE I. TERM**

1.01 Term of Lease. The term ("Term") of this Lease shall be for a perpetual commencing on April \_\_, 2024 (the "Commencement Date"), and ending on upon sixty (60) days' written notice by either Landlord or Tenant to the other party (the "Termination Date").

### **ARTICLE 2. RENT**

2.01 Rent. During the Term, Tenant agrees to pay to Landlord monthly rent in the amount of One Thousand Five Hundred Dollars (\$1,500.00) ("Rent") for the Premises. The Rent shall be used towards Landlord's payment of all maintenance costs, cleaning, and repair on the Premises, not to include equipment owned by the tenant.

2.02 Taxes, Assessments and Expenses. Except as set forth herein, Landlord shall be obligated hereunder to pay all costs and expenses incurred with respect to, and associated with, the Premises, including, without limitation, all taxes and assessments, utility charges, replacement, and restoration expenses together with any and all other assessments, charges, costs and expenses of any kind or nature whatsoever related to, or associated with, the Premises. Notwithstanding the foregoing, Tenant shall be obligated hereunder to pay all costs related to bills from Comcast Corporation, including, but not limited to, television and internet service.

### **ARTICLE 3. USE OF PREMISES**

3.01 Permitted Use. Tenant shall use the Premises as a boathouse.

3.02 Waste, Nuisance, or Illegal Uses. Tenant shall not use, or permit the use of, the Premises in any manner resulting in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule, or regulation applicable to the premises or for any illegal purpose. The Tenant shall not use the Premises or permit them to be used in any manner that will cause a cancellation of, or exclusion to, any fire, liability or other insurance policies insuring the Premises or any improvements on the Premises, or insuring the Landlord for any liability in connection with the ownership of the Premises.

### **ARTICLE 4. REPAIRS AND MAINTENANCE**

4.01 Repairs by Landlord. Landlord at its own expense and risk, shall be responsible for the maintenance and repair of the Premises, interior and exterior including, but not limited to, all equipment (including wiring), fixtures, fit-up and appliances now or hereafter located at or in the Premises. Same shall be maintained by Tenant in good and safe order, condition and appearance, and Tenant shall make all necessary and appropriate repairs, upgrades, replacements, and renewals thereto. In the event of any

damage to the Premises by Tenant, Landlord shall be permitted to seek reimbursement for all reasonable costs expended towards the repair of such damage.

## **ARTICLE 5. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

5.01 Consent of Landlord. Tenant shall not make any alterations, additions, or improvements to the Premises without the prior written consent of Landlord. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld or unduly delayed by Landlord.

## **ARTICLE 6. INTENTIONALLY OMITTED**

## **ARTICLE 7. INSURANCE AND INDEMNITY**

7.01 Liability Insurance. Landlord and Tenant hereby acknowledge that Tenant is insured through Landlord's insurance. Notwithstanding the foregoing, Tenant, at its own expense, shall provide and maintain in force during the Term of this Lease comprehensive general liability insurance with a minimum combined single limit of liability, on an occurrence basis, in an amount of One Million Dollars (\$1,000,000), covering Landlord as well as Tenant, for any liability arising out of personal injury as a result of Tenant's rowing and related activities therewith. Tenant shall furnish Landlord with certificates of all insurance required by this paragraph. The policy shall contain a clause that the Tenant will not cancel or change the insurance without first giving the Landlord ten (10) days prior written notice.

7.02 Indemnification by Tenant. Tenant covenants and agrees that it shall, at its own cost and expense, indemnify, defend and save harmless Landlord against and from, and Landlord shall not be liable to Tenant for, any and all losses, costs, damages, expenses and liabilities, including without limitation reasonable attorneys' fees ("Losses") which may be incurred or paid out by or on behalf of any person arising in any manner whatsoever from, out of or in connection with (i) the use and occupancy of the Premises by Tenant, (ii) that certain License Agreement between Landlord, Tenant and Stockton University dated July 1, 2022 (the "License"), (iii) the breach of or failure to perform any of the terms or conditions of this Lease required to be performed by Tenant, (iv) any failure by Tenant to comply with any statutes, regulations, ordinances or orders of any governmental authority, (v) any work done in or to the Premises by or on behalf of Tenant, or (vi) any act, omission, or negligence on the part of Tenant and/or its officers, employees, agents, customers and/or invitees, and Tenant covenants and agrees it shall, at its own cost and expense, indemnify, defend and save harmless Landlord against and from, and Landlord shall not be liable to Tenant for, any and all Losses which may be incurred or paid out by or on behalf of any person arising in any manner whatsoever from, out of or in connection with any accident, damages, death, injury on or about the Premises, or the damage, loss or theft of property in or about the Premises (whether involving property belonging to Tenant or any other person), resulting from any cause whatsoever. Tenant covenants, upon notice from Landlord, to defend such action or proceeding by legal counsel reasonably satisfactory to Landlord. Tenant covenants, upon notice from Landlord, to defend such action or proceeding by legal counsel reasonably satisfactory to Landlord.

7.03 Survival. The provisions of Section 7.01 and 7.02 shall survive termination of this Lease.

## ARTICLE 8. DEFAULT

8.01 Default by Tenant. If Tenant allows the Rent to be in arrears more than thirty (30) days after written notice of that delinquency, or if Tenant remains in default under any other term or condition of this Lease for a period of thirty (30) days after written notice from Landlord and has failed to commence a cure of same, Landlord may at its sole option, without further notice to Tenant, terminate this Lease in which event the parties shall have no further rights and obligations to each other.

8.02 Waiver of Breach. A waiver by either Landlord or Tenant of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## ARTICLE 9. ASSIGNMENT AND SUBLETTING

9.01 No Assignment or Subletting Without Landlord Consent. Except for the License, Tenant may not assign, sublet, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Premises or the improvements on the Premises, without the written consent of Landlord. Landlord's consent to any assignment or sublease shall not be unreasonably withheld. The assignment or sublease of less than all of the Premises is prohibited.

## ARTICLE 10. MISCELLANEOUS

10.01 Condition of Premises. Tenant will keep the leased property in a clean and wholesome condition and will comply at all times with all lawful health and police regulations.

10.02 Parties Bound. This Lease shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Agreement.

10.03 Applicable Law. This Lease shall be construed under and in accordance with, the laws of the State of New Jersey.

10.04 Legal Construction. In case any one or more of the provisions contained in this Lease shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of the Lease, and this Lease shall be construed as if the invalid, illegal, or unenforceable provision had never been included in this Lease.

10.05 Amendment. No amendment, modification, or alteration of the terms of this Lease shall be binding unless it is in writing, dated subsequent to the date of this Lease, and duly executed by the parties to this Lease.

10.06 Attorneys' Fees and Costs. If, as a result of a breach of this Lease by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce this Lease.

10.07 Force Majeure. Except with respect to Tenant's obligation to pay Rent, hereunder, neither Landlord nor Tenant shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, acts of war, terrorism, bioterrorism, and any other cause not reasonably within the control of Landlord or Tenant and


which by the exercise of due diligence Landlord or Tenant is unable, wholly or in part, to prevent or overcome.

**[Signatures on following page]**

The undersigned Landlord and Tenant execute this Lease Agreement on April 3, 2024.

LANDLORD:

**THE CITY OF BRIGANTINE**

By:   
Name: Tige Platt  
Title: City Manager

TENANT:

**BRIGANTINE ROWING FOR THE DISABLED,  
INC.**

By: \_\_\_\_\_  
Name: Kay Papandrew  
Title: President