

NOTICE TO BIDDERS
BOROUGH OF BELMAR

FOR THE USE OF PUBLIC PROPERTY
FOR ZUMBA CLASSES

The Borough of Belmar, County of Monmouth, in the State of New Jersey, (hereinafter referred to as the "Borough") has determined that certain areas of the Borough delineated in the proposed Lease (hereinafter referred to as the "Property") may be leased without interference with the use of those areas by the Borough of Belmar or others; and,

The Mayor and Council of the Borough of Belmar that the Borough Clerk be and is hereby authorized and directed to advertise for bids to lease said Property in the Asbury Park Press upon the following terms and conditions:

The Lease shall be made to the highest bidder by open public bidding at auction.

The area to be leased is a portion of the Second Avenue boardwalk for Zumba classes subject to the terms and conditions of the Lease which is on file and available for inspection at the Municipal Clerk's Office, 601 Main Street, Belmar, New Jersey during regular business hours. All bidders should inspect the lease prior to bidding.

The Lease shall be made to the highest bidder by open public bidding at auction.

The minimum acceptable bid is hereby fixed as Five Hundred Dollars (\$500.00).

A bid deposit of One Hundred Dollars (\$250.00) must be submitted no later than prior to the beginning of the Public Auction on Tuesday, April 15, 2014 at 6:00 p.m. by cash, money order or certified bank check. The deposit will be a credit toward the lease rent in favor of the successful bidder.

The term of the Lease is from May 1, 2014 to September 30, 2014 and is subject to the terms and conditions of the Lease.

The Borough Council reserves the right to, in any event, reject the highest bid, and if the highest bid is rejected, to reject all bids.

The successful bidder must execute the form of lease setting forth the terms and conditions as if fully set forth herein within ten (10) days of the award of the bid.

The advertisement for bids shall conform to the requirements of N.J.S.A. 40A:12-14(a) by the insertion of the Notice to Bidders in the Asbury Park Press for publication on April 4, 2014 and April 8, 2014.

The bidding by auction shall take place on Tuesday, April 15, 2014 at the Municipal Building, 601 Main Street, Belmar, New Jersey, at 6:00 p.m.; and,

April Claudio
Borough Clerk

**LEASE AGREEMENT
FOR A PORTION OF THE SECOND AVENUE BEACH FOR ZUMBA CLASSES**

This Lease is made on _____, between the Borough of Belmar, a New Jersey municipality having its principle offices at 601 Main Street, Belmar, New Jersey (LANDLORD) and (TENANT) _____

1. Lease Agreement. The Landlord agrees to Lease to the Tenant and the Tenant agrees to Lease from the Landlord the Property described in paragraph 2 upon the terms and conditions set forth in this Lease Agreement. The successful bidder must execute this written Lease Agreement within ten (10) business days from the award of the bid/Lease. The Tenant has read in detail the "Notice to Bidders" and this "Lease Agreement" and is familiar with all of the requirements contained in each of these documents. If the Tenant is a corporation, limited liability company or limited partnership, the person signing this lease shall also be signing the Lease in their personal capacity and personally guaranteeing the Lease.

2. Property. A certain portion of the boardwalk at the Second Avenue beachfront as designated by the Director of Public Works, Beach Supervisor or the Recreation Director.

3. Term. The initial term of said Lease is as follows:

May – September 2014

Tuesday 5:30 pm – 6:30 pm

Thursday 7:00 pm – 8:00 pm

Saturday 7:00 am – 9:30 am

However, on Fourth of July and Labor Day, during the Lifeguard tournament, and at any times the Beach Supervisor or the Recreation Director determines that the operation of the Zumba classes will interfere with the Junior Lifeguard program, for public safety or if the public's use and enjoyment of the beachfront is substantially impaired, then the Zumba classes will be relocated to a different area to be determined by the Beach Supervisor or the Recreation Director.

The Tenant may have the option of renewing said Lease for one (1) additional five (5) month term in 2015, pursuant to the same terms of said Lease for the Rent listed below. However, Landlord reserves the right to reject Tenant's option and not grant renewal.

The Tenant shall notify the Borough in writing no later than October 15th of the then current year of the Lease that the Tenant wishes to exercise his option to extend the Lease for the following year.

4. Rent. The Tenant shall pay rent for the first term as follows, and for any additional terms, in the amounts specified:

Date Payable

Amount of Rent

Period Covered

Signing of Lease	\$ _____	5/1/14 to 9/30/14
April 1, 2015	\$ _____	5/1/15 to 9/30/15

The Rent for the first year shall be payable in the following manner: the Tenant shall pay the first year's Rent (the awarded bid price) from which the bid deposit of \$250.00 shall be deducted, and that balance shall be paid, by certified check or money order, at the time the Lease is executed.

5. Condition of Property. The Property is being leased as "As Is Condition." The Tenant has been given the opportunity to inspect the Property, and the Tenant accepts possession of the Property in its present condition. The Landlord makes no representations concerning the condition of the Property or the suitability of the Property for any particular purpose. The Tenant accepts the responsibility to keep the leased portion clean of any and all debris during the Lease period.

6. Use of Property. The Tenant agrees to use the Property only for the purpose of providing Zumba classes and for no other purpose. Equipment shall be delivered and picked up daily. At all times the operation of the Zumba classes shall be subject to the direction of the Beach Supervisor.

The Zumba classes must have a sufficient number of certified instructors to properly supervise the attendees. All employees and attendees must have a Belmar beach badge as may be required under Belmar's Ordinances.

Entrance onto the beach is to be made from the beach gate entrances only. All beach rules and regulations shall be followed including the requirement of a beach badge. No one shall jump from the boardwalk onto the beach. This includes staff and patrons. The equipment ramp is only to be used for loading or unloading equipment onto the beach.

Tenant's vehicles shall not be parked on the beachfront and shall be parked in approved spaces.

7. Alteration of the Property. The Tenant shall not physically alter the Property without the Landlord's prior written consent.

8. Required Insurance. Prior to taking possession of the Property, the Tenant shall provide the Landlord with proof that the Tenant has obtained comprehensive general liability insurance coverage naming the Borough of Belmar as an additional insured and having limits of liability of at least \$1,000,000 for bodily injuries. The Tenant shall keep the insurance in full force and effect for the entire term of this Lease and any extension.

9. Indemnification. The Tenant agrees to hold the Landlord (and the Landlord's agents, servants, employees, and/or representatives) harmless for any and all claims, actions, and judgments for personal injuries and/or Property damage arising out of or in any way connected with the Tenant's use or occupancy of the leased Property, and to defend the Landlord (and the Landlord's agents, servants, employees, and/or representatives) against any and all such claims and actions.

10. Subletting and Assignment Prohibited. The Tenant shall not sublet the Property or assign this Lease.

11. Sign Restrictions. One sign and/or chalk board not to exceed ten (10) square feet in total area will

be permitted upon application to the Borough Clerk with the approval of the Borough Administrator. A sketch, denoting the location, size, construction material, wording, colors, size of letters and printing, explaining the use of said sign.

12. Remedies Upon Breach. If the Tenant breaches any of the terms or conditions of this Lease, the Landlord may re-take possession of the Property by any lawful means, and upon re-taking possession, relet the Property. The Landlord may also take any other permitted legal action against the Tenant. In the event that the Landlord is required to institute any court proceeding against the Tenant, the Tenant agrees to pay the Landlord's court costs and reasonable attorneys fees.

13. Governing Law, Forum Selection, and Waiver of Jury Trial. The Parties agree that this Agreement shall be governed by and interpreted according to the laws of the State of New Jersey, without reference to the choice of law principles thereof. Each of the parties hereto irrevocably submits to the jurisdiction of the Superior Court of New Jersey, Monmouth County, for the purpose of any suit, action, proceeding or judgment relating to or arising out of this Agreement and the transactions contemplated thereby. Each of the parties hereto irrevocably consents to the jurisdiction of the Superior Court of New Jersey, Monmouth County, in any such suit, action or proceeding and to the laying of venue in such Court. Each party hereto irrevocably waives any objection to the laying of venue of any such action or proceeding brought in said Court and irrevocably waives any claim that any such suit, action or proceeding brought in said Court has been brought in any inconvenient forum. The Parties further agree that any claims relating to or arising out of this Agreement and the transactions contemplated thereby shall be tried before a Judge and without a trial by jury.

14. Entire Agreement. This Lease constitutes that entire agreement of the parties. This Lease may not be altered, amended, or changed in any way except by a separate writing signed by the Landlord and the Tenant.

ATTEST: Borough of Belmar (Landlord)

April Claudio
Borough Clerk

Matthew J. Doherty, Mayor

Date: _____

(Tenant)

Date: _____