

**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) _____ Telephone No: _____

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 beach and 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:

July and August 2013
Sunday, Tuesday, and Thursday
8:00 – 9:00 a.m.

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.

4. Rent.

The Rent bid to be made by the Tenant and accepted by the Borough of Belmar is \$500 (with the Minimum Bid being: \$500). (A bid deposit of \$250 is to be submitted at the time of the public bid and will be deducted from the rent)

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: _____