

**LEASE AGREEMENT  
13TH AVENUE BOARDWALK**

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 07719, (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 known as a 13<sup>th</sup> Avenue Boardwalk and 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 “Lease Agreement” and is familiar with all of the requirements contained in each of these documents.

**2. Property.** The property to be leased is a space that constitutes a portion of the 13<sup>th</sup> Avenue Boardwalk measuring approximately 1000 square feet.

**3. Term.** The Lease is for a term of five (5) months from the execution of the Lease through.

**4. Rent.** The monthly Rent bid by the Tenant and accepted by the Borough will be \$\_\_\_\_\_ per a month. The first month rent is due upon signing of the lease and each month thereafter will be due on the first of the month.

The bid deposit of \$500.00 shall be deducted from the awarded bid price for the first month’s Rent and the balance of the first month’s rent shall be paid at the time of Lease execution by certified check or money order.

**5. Condition of the Property.** The Property is being leased in an “As Is” condition. The Landlord makes no representations concerning the condition of the property or the suitability of the property for any particular purpose.

**6. Fixtures and Equipment.** The tenant is responsible for supplying their own kitchen trailer with fixtures and equipment. Size and design of said trailer must be approved by the Borough of Belmar.

**7. Compliance with Codes.** The Tenant shall be solely responsible for making any and all repairs and for performing any and all work necessary for the property to comply with all applicable building, maintenance, and occupancy codes, and all other applicable municipal ordinances, county ordinances and regulations, and State statutes and regulations, and the terms of this Lease Agreement. .

A. If the Tenant fails to comply with the requirements of the foregoing paragraph, the Landlord or its agents may enter the Property after ten (10) days notice, in order to

effectuate compliance at Tenant's expense, whereupon Tenant shall reimburse Landlord for all costs incurred. The notice required in this Paragraph shall not apply in an emergency.

B. Tenant shall indemnify, defend and hold the Landlord harmless from fines, claims and losses of every kind arising out of or in connection with spills or discharges of hazardous substances or wastes occurring at or about the Property. Tenant shall not use the Property in any manner so as to prevent Landlord for obtaining a "negative declaration" or Letter of Non-Applicability (or the equivalent) pursuant to the Environmental Cleanup Responsibility Act, the Spill Compensation and Control Act, ISRA or any similar or succeeding legislation or rules and regulations there under. Tenant shall furnish Landlord and the appropriate governmental agencies and if a cleanup plan must be prepared and a cleanup undertaken, Tenant shall prepare, submit and implement same at Tenant's sole cost and expense.

**8. Use of Property.** The Tenant agrees to use the Property only for the sale of food products. The following items, services and uses are specifically prohibited: vending machines, mechanical or electronic amusement devices, kiddie or children amusement rides, going-out business merchandise, furniture (except beach chairs and the like), convenience stores, firearms, weapons and ammunition, newspapers, magazines, or personal service establishments. Automated teller machines (ATM's) are only permitted inside of the building with no signage facing toward the outside of the building or visible from outside of the building.

**Garbage and Recycling, Containers and Dumpsters:** The Tenant shall arrange for private collection of all garbage and recycling. The location of all garbage and recycling containers and/or dumpsters shall be approved by the Director of Public Works and thereafter the garbage and recycling containers and/or dumpsters shall be keep only in that location except when being moved for collection. Garbage and recycling containers and/or dumpsters shall be placed at the curb for collection in a location approved by the Director of Public Works and thereafter the garbage and recycling containers and/or dumpsters shall only be placed at that location at the curb for collection. Garbage and recycling containers and/or dumpsters shall not be placed at the curb for collection before 9:00 p.m. on the night prior to collection and shall be removed from the curb no later than 9:00 a.m. on the day of collection. All garbage and recycling containers and/or dumpsters for food service businesses shall be emptied at least two (2) times per week or more frequently as required by the Director of Public Works. Additionally, all garbage and recycling containers and/or dumpsters for food service businesses shall be maintained in accordance with the Monmouth County Health Department regulations and Borough regulations, as may be amended from time-to-time which are incorporated herein by reference.

**9. Installation of Fixtures and Equipment.** The Tenant shall not install any fixtures or equipment on or in the Property without the prior written consent of the Landlord. Any request for such consent shall be accompanied by a description of the fixtures and/or equipment to be installed and a sketch showing the location for each installation. The Landlord shall not be required to give its consent. If consent is given, all installed fixtures and equipment shall, upon

the expiration of the Lease, become the Landlord's property unless an exception is explicitly set forth in the consent.

**10. Repairs and Maintenance by Tenant.** The Tenant shall keep the Property in good repair and properly maintained. The Tenant shall be responsible for repairing all damage to the Property occurring during the term of the Lease. At the expiration of the Lease, the Tenant shall return possession of the Property to the Landlord in the same condition that the property was in at the commencement of the Lease, normal wear and tear accepted.

**11. Renovations and Maintenance by Landlord.** The Tenant acknowledges that the Landlord may desire or be required to make certain renovations and/or to perform certain maintenance at the Property during the term of the Lease. The Tenant shall, upon notice from the Landlord, permit the Landlord to enter the property and to perform the desired and/or required renovations or maintenance. Nothing in this paragraph shall obligate the Landlord to make any renovations or perform any maintenance.

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

**13. 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 combined aggregate for bodily injuries and for property damage. In addition, the Tenant shall provide the Landlord with proof that the Tenant has in effect Workmen's Compensation coverage for all its employees at the Property as required by law and The Tenant shall provide Workmen's Compensation coverage for the Tenant's contractors when renovations are being performed. The Tenant shall keep the insurance in full force and effect for the entire term of this Lease. Each of Tenant's insurance policies shall: (1) contain an express waiver of subrogation by the insurance carrier in favor of Landlord, Landlord's agents, employees, and mortgagees; (2) be issued by a nationally recognized and reputable carrier licensed to do business in the State of New Jersey having a Best Rating of not less than A-14 and which is approved by Landlord; and (3) contain a provision that the policy shall not be cancelled, terminated or materially changed without thirty (30) days prior to notice to Landlord from the insurance carrier. An original or manually countersigned certificates of insurance evidencing that all required coverages are in effect shall be delivered to Landlord ten (10) days prior to the Commencement of the Lease Term, and renewal or replacement policies or certificates shall be delivered to Landlord at least (20) days before each expiration date.

**14. Flood and Hazard Insurance.** The Landlord will provide flood and hazard insurance. The cost of insurance shall be pro-rated between the Borough of Belmar and the Tenant on a square foot basis and shall constitute Additional Rent. The Tenant shall be responsible for paying its portion of the hazard and flood insurance premiums within fifteen (15) days of the date the invoice for same is mailed to Tenant. The Tenant shall hold the Landlord harmless for any damage sustained by Tenant resulting from flooding and/or any other cause. The Borough's

flood insurance shall only cover the building and not the Tenant's equipment and/or related improvements.

**15. Hazardous Materials.** The Tenant shall not keep or store any hazardous or explosive materials on the property.

**16. Compliance with Laws.** The Tenant shall use and occupy the Property in compliance with all applicable municipal and county ordinances, State laws and regulations, and Federal laws and regulations. Tenant must maintain a valid Belmar Mercantile License, if applicable, at all times.

**17. Indemnification.** The Tenant agrees to hold the Landlord (and the Landlord's agents, servants, and employees) 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 and employees) against any and all such claims and actions. If during the Lease term, any lien or claim is filed against the Property for work, supplies, services or materials provided to or on behalf of the Tenant, the Tenant shall within thirty days of the date of filing of such liens or claim discharge same or else be found in breach of this Lease.

A. Tenant hereby releases Landlord from liability for loss, damage, injury or claim for contribution (including business and other consequential losses) caused to Tenant, its employees, agents, officers, invitees or visitors by steam, electricity, gas, water, rain, ice or snow or any leak or flow from any part of the Property or any equipment therein, or from the condition, design or defect in the Property and from any acts or omissions of co-Tenants or other occupants of the property and from liability for any damage to or loss of Tenant's property from any and all causes whatsoever.

B. Tenant shall notify Landlord if any event occurs which requires or which may require indemnification. Tenant shall defend with legal counsel satisfactory to Landlord any claim proceeding, which may be brought against Landlord, its mortgagee or others to whom this Section applies, if any, with respect to the foregoing or in which they may be implicated. Tenant shall pay, satisfy and discharge any judgment, order or decree, which may be recovered against, Landlord, its mortgagee or other to whom this section applies.

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

**19. Utilities.** The Tenant shall be responsible for arranging and paying for all utility services to the Property during the term of the Lease, including municipal water and sewer service.

**20. Security Deposit.** Upon execution of this Lease, the Tenant shall deposit with the Landlord the sum of \$1,000.00, to be held by the Landlord as security for the Tenant's obligation to pay all municipal water and sewer charges and other municipal charges accruing during the terms of the Lease. The security deposit shall not earn interest in favor of the Tenant. The Landlord shall have the right to apply this security deposit to any municipal water and sewer

charges and other municipal charges which are past due by 15 days or more. Should the Landlord apply all or part of the security deposit to past due charges, the Tenant shall be notified of the same and shall be required to restore the security deposit to the original amount within fifteen 15 days. If the total of the charges exceeds the amount of the security deposit, the Tenant shall, within 15 days after the date when the notice is mailed be required to restore the security deposit to the original amount plus the amount that the charges exceeded the security deposit. When the Lease expires the Landlord will release the security deposit to the Tenant upon the Tenant providing proof that the water and sewer use at the property has ceased and any final bills have been paid in full.

**21. Sign Restrictions.** Tenant shall neither place nor allow to be placed any signs, banners, or posters, permanent or temporary, or merchandise of any kind, on or about the exterior of the Property or Unit(s), except not more than two (2) signs which are to be wood-carved and of a size, design, and colors approved in advance in writing by the Borough Council and its Mayor, and such shall be installed at Tenant's cost in a manner and at a location specified by the Borough Council. Such signs shall be erected on the East and West sides of the Property. Tenant shall maintain its sign in good order and condition and in conformity with applicable governmental laws and requirements. The Borough Council shall be permitted to remove any sign temporarily to perform repair or remodeling work and shall replace same as soon as practicable. Any interior signage design or placed to be viewed, or which can be viewed from outside the property must be placed at least two (2) feet from any window or opening and must also comply with any Borough of Belmar Ordinances and as provided herein. Tenant shall not place freestanding signs anywhere. The Borough Council shall be permitted, in its sole discretion, to permit in writing, such additional signage, as it may deem appropriate on terms and conditions that are uniform to all Tenants.

**22. 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, re-let 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 attorney's fees. The security provided under this Lease may be used by the Landlord to remedy any breach by the Tenant of this Lease Agreement.

**23. Quiet Use/Enjoyment.** Landlord covenants that upon Tenant paying rent, other monies required of Tenant to be paid hereinabove and performing all of Tenant's other obligations under the Lease, Tenant shall peacefully and quietly have, hold and enjoy the Property throughout the Lease Term without interference by the Landlord or anyone claiming through or under Landlord, subject, nevertheless, to the other provisions of this Lease.

**24. Force Majeure.** The Landlord shall not be in default or liable for failure to perform any of the covenants of this Lease if same is caused by: Act of God; strike or other labor dispute; governmental regulation, prohibitions, moratoria or controls; inability to obtain materials, labor, service or financing or due to any other cause beyond the control of the Landlord.

**25. Late Payment Charge.** If rent is unpaid, in part or in whole, for more than five (5) days after the date on which it is due, the Tenant shall immediately pay a \$200 late payment charge and shall pay, for each and every month thereafter in which rent remains unpaid, in part or in whole, late payment charge of \$200 per month. Such charges shall be Additional Rent.

**26. Counsel Fees.** Tenant agrees to pay Landlord as Additional Rent, reasonable attorney's fees and all costs and expenses incurred to recover possession of the Property and to enforce any provision of this Lease and recover damage in connection therewith.

**27. Events of Default.** Each of the following shall constitute a "Default" by Tenant under this Lease:

A. If Tenant fails to pay Rent and/or Additional Rent, other monies due hereunder or Security Deposit when due, or fails to deliver, as and when required by the Lease, any instrument of subordination, estoppel certificate, insurance certificate, certificate of occupancy as requested by the Landlord.

B. If Tenant (1) fails to commence and complete Tenant's Work promptly after delivery of possession, or (2) fails to open for business, or (3) vacates or abandons the Property, or fails to operate its business in the entire Property for the Permitted Use; Tenant's Work shall mean any obligation placed upon Tenant to be performed under this Lease or as otherwise agreed upon between Landlord and Tenant or as requested by Landlord;

C. If Tenant transfers, assigns, mortgages or encumbers Tenant's interest in this Lease, or attempts to sublet or grant a right to a third party to use or occupy all or a portion of the Property except as expressly permitted herein;

D. If Tenant fails to inform or observe any obligation in this Lease required of Tenant other than the payment of Rent and/or Additional Rent, and such failure continues for twenty (20) days after notice; however, the twenty (20) day period shall be extended if such Default cannot be cured within twenty (20) days, provided Tenant has commenced and diligently continues to cure same;

E. If Tenant makes an assignment for the benefit of creditors, files a petition in bankruptcy, or applies for the appointment of a trustee or receiver;

F. If a bankruptcy petition is filed against Tenant and is not dismissed or vacated within thirty (30) days;

G. If a receiver or trustee or other fiduciary is appointed for Tenant for all or any portion of the assets of either of them, and such receivership or trusteeship is not vacated or dismissed within thirty (30) days; or

H. If a levy under judgment against Tenant on assets at the Property is not satisfied or bonded within thirty (30) days.

**28. Landlord's Remedies.** In the event of a Default, Landlord shall have the right to terminate this Lease by giving Tenant ten (10) days notice and at the expiration of such ten (10) day period, Tenant shall immediately surrender possession of the Property, failing which Landlord may recover possession of the Property, failing which Landlord may recover possession pursuant to the laws of the State of New Jersey. Prior to giving Tenant notice of termination as

herein provided, Landlord shall notify Tenant of a Default and Tenant shall have 30 days to cure nonmonetary defaults and ten (10) days to cure monetary defaults provided the Tenant is only permitted to cure one (1) monetary default; any subsequent monetary default may at the Landlord's sole discretion be deemed non-curable and the Landlord may exercise any rights and remedies herein or as available by law.

A. If this Lease is terminated for Default, or if Tenant vacates the Property prior to the expiration of the Lease Term, Landlord shall have the right but not the obligation to re-let same and, if all Rent reserved under Lease (together with costs, legal fees, expenses and damages from Tenant's Default) is not recovered by Landlord, Tenant shall be liable for Landlord's damages, including without limitation, expenses, brokerage commissions and expenses, including without limitation, expenses to put the Property in rentable condition, including alterations, repairs, and replacements necessary in Landlord's sole discretion.

B. Landlord may recover damages for breach of this Lease (1) at the time of the re-letting, or (2) in separate actions when damages are ascertained by successive re-letting, or (3) in a single proceeding at the expiration of the Lease Term. In all events Tenant hereby agrees that the cause of action shall be deemed to have not accrued until the expiration of the Lease Term.

C. In lieu of recovering damages for breach of this Lease pursuant to Paragraphs A and B of this Section, Landlord at its option, shall have the right to recover as damages for the breach of this Lease all rent unpaid and owing on the date of the Default plus the difference between (1) the Rent reserved for the balance of the Lease Term, less (2) the fair market rental value of the Property for the balance of the Lease Term, which difference shall be discounted to present value at a rate of two (2) percentage points below the prime rate charged by the Chase Manhattan Bank, N.A. or any successor thereto (the "Discount Rate") as of the date of the Default. Such amount shall immediately become due and payable and shall bear interest from the date of Default at the Discount Rate. If Landlord elects to recover damages pursuant to this subparagraph, payment thereof shall fully discharge Tenant's obligation to pay Rent under this Lease.

D. In the event of a breach or anticipatory breach by Tenant of any of its obligations under this Lease, Landlord shall be permitted all equitable remedies in addition to those provided herein as if such other remedies were specifically provided for herein.

E. The rights and remedies of Landlord set forth herein shall be in addition to any other right and remedy in law or in equity now or hereinafter available, and all such rights and remedies shall be cumulative. Any action or failure to act by Landlord shall not constitute a waiver of Default and any waiver of Default shall be effective only if in writing and signed by the Landlord. Any failure of Landlord to insist upon the strict performance of any Tenant's obligations under this Lease or to exercise any right or remedy available upon a breach thereof by Tenant hereunder during the continuances of any such breach shall not constitute a waiver thereof.

F. Any payment by Tenant of a lesser amount than the Rent provided for or other amounts due under this Lease shall not be deemed to be other than a payment on account of the earlier stipulated Rent, or other amounts due, and any endorsement or statement on any check or any letter accompanying any check or payment as Rent shall not be an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such Rent or pursue any other remedy provided in this Lease.

**29. Waiver of Jury Trial.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or counterclaim on any matters whatsoever arising out of or in any way connected with this Lease, except with respect to any claim covered by insurance.

**30. Waiver of Redemption.** If Landlord recovers possession of the Property by reason of Tenant's Default, Tenant waives its rights of redemption granted under any present or future laws and Tenant further waives Notice of Default, Notice to Quit and Notice of Landlord's Intention to Re-enter except as otherwise provided in Paragraph A of Section 28.

**31. Vacation and Return of Property.** On the expiration or earlier termination of the Lease Term, Tenant shall quit and surrender the Property broom clean, in good order and condition. Notwithstanding Lease provisions to the contrary, the Landlord shall have the right to require Tenant to remove any and all alterations and improvements installed by the Tenant and repair any damage caused by such installation or removal. All property not removed by Tenant shall be deemed abandoned and Landlord shall have the right to sell (without necessity of public auction), keep for itself, or dispose of same without accountability to Tenant and charge the cost of sale, removal and disposal to Tenant, together with the cost to repair and restore as aforesaid. This obligation shall survive the expiration of the Lease Term and surrender of the Property, and acceptance thereof by Landlord.

**32. Notices.** All notices under this Lease shall be in writing and shall have been properly served only if sent by Certified or Registered Mail, Return Receipt Request, postage prepaid, to the Tenant at the Property or at such other address furnished by Tenant and to the Landlord at the address first listed above. Date of service shall be the date the notice is deposited in a facility under the exclusive control of the United States Postal Service. Either party may designate a change of address by serving notice as provided herein.

**33. Titles and Section Numbers.** The titles, article numbers, section numbers and table of contents appearing in this Lease are inserted for convenience and shall not define or limit the scope or intent of same or any way affect this Lease.

**34. Tenant Defined, Execution of Lease by Tenant, Landlord Defined, Use of Pronoun.**

A. The word "Tenant" shall mean every person or party named as a Tenant herein, and if there shall be more than one Tenant, any notice required under this Lease may be given by or to any one of them.

B. If the Tenant is a corporation or limited liability corporation, Tenant must provide within thirty (30) days of the award of this Lease a Certificate of Good Standing from the New Jersey Secretary of State. In the event the corporation has been in existence for less than one year proof of filing of the corporation's Certificate of Incorporation will be accepted. For each subsequent year of the Lease the Tenant must provide the Landlord with a copy of the fully executed annual Report Filing Form and a copy of payment of the fee. The person signing the Lease for a corporate or limited liability corporation Tenant must also sign in his corporate capacity and personal capacity and personally guarantee the Lease. If the Tenant is a corporation



or limited liability corporation, prior to executing this Lease, the Tenant must provide a Resolution to the Landlord authorizing the person signing the Lease on behalf of the Corporation the power and authority to do so.

C. If the Tenant is a partnership, limited partnership or limited liability partnership, Tenant must provide within thirty (30) days of the award of this Lease a Certificate of Good Standing from the State of New Jersey. In the event the limited partnership has been in existence for less than one year proof of filing of the partnership's Certificate of Limited Partnership will be accepted. For each subsequent year of the Lease the Tenant must provide the Landlord with a copy of the fully executed annual Report Filing Form and a copy of payment of the fee.

If the Tenant is a partnership or limited partnership, Tenant must provide a current copy of all members, including home and business addresses, of the partnership or limited partnership within ten (10) days of the award of this Lease. All partners regardless of involvement in the business venture, including limited partners, must sign the Lease in their personal capacity and personally guarantee the Lease.

D. When the term "Landlord" is used herein, it shall mean and include only the Borough of Belmar.

E. The use of the neuter singular pronoun to refer to Landlord or Tenant may be in an individual, a corporation, or group of individuals or corporations. Whenever used in this Lease the singular includes the plural and the plural includes the singular.

**35. Partial Invalidity.** If any provision of this Lease shall be invalid, unenforceable or inapplicable with respect to any party, the remainder of this Lease, or the application of such provision to persons other than those as to which it is held invalid or unenforceable, shall not be affected and each provision of this Lease shall be valid and be endorsed to the fullest extent permitted by Law.

**36. Survival of Obligations.** Tenant's obligation to pay Rent, to comply with any environmental laws, rules and regulations and to reimburse Landlord for costs to perform any obligations that Tenant has failed to perform shall survive the expiration or earlier termination of the Lease Term.

**37. Violation of Local Ordinances.** Nothing contained in this Lease shall be deemed to limit or restrict the Borough's ability to impose fines upon the Tenant for violations of municipal ordinances in addition such rights it has to enforce the terms of his Lease.

**38. Relationship of Parties.** Nothing herein contained shall be deemed or construed by the parties hereto, nor by any third party, as constituting the Landlord as a partner of Tenant in the conduct of Tenant's business or as creating the relationship of principal and agent or joint ventures between the parties hereon, it being the intention of the parties hereto that the relationship between them is and shall at all times be and remain that of Landlord and Tenant only.

**39. Performance Guarantee.** The Tenant shall be required to post a performance guarantee to guarantee the performance of all of the Tenant's obligations under this Lease. Upon execution

of this Lease, the performance guarantee shall be deposited with the Landlord, in cash, in the amount of one (1) months Rent as set forth in Paragraph 4 "Rent." The security deposit shall not earn interest in favor of the Tenant. The security deposit will be held as security for performance of Tenant's obligations under this Lease, including without limitation, surrender of possession of the premises to Landlord as provided herein. If Landlord applies any or part of the security deposit to cure default by Tenant, Tenant must on demand restore the security deposit to its original amount.

When the Lease expires, the Landlord shall inspect the property, and within 45 days after the expiration of the Lease, the Landlord shall mail to the Tenant a written notice specifying all damage to the property and the cost of repairing or correcting the damage, all unpaid water and sewer charges, and all other charges incurred because of the Tenant's failure (if any) to perform the Tenant's Lease obligations. If the total of the charges exceeds the amount of the security deposit, the Tenant shall, within 15 days after the date when the notice is mailed, pay the amount of the excess to the Landlord. If the total of the charge is less than the amount of the security deposit, the Landlord shall include with the notice a check, payable to the Tenant, for the difference.

**40. Keys.** The Tenant hereby acknowledges receipt of the keys from the Landlord for the demised premises.

The Tenant agrees that should the existing locks be re-keyed or replaced or should additional locks be installed that the Belmar Borough Administrator will be provided with one (1) copy of each current key to the demised premises within twenty-four (24) hours of any change. The Tenant also agrees to deliver all keys to the demised premises to the Borough Administrator within five (5) business days of the termination of the tenancy.

The Tenant further agrees that the failure to abide by the terms and conditions of this agreement will be deemed a breach or default under the Lease.

The Landlord, the Borough of Belmar, agrees that any keys(s) it possess will only be used in the case of an emergency at the demised premises affecting the health, safety and welfare of the public, the Tenants or occupants of the demised premises. The Borough also reserves the right to use said key(s) in accordance with the provisions of the Lease for the demised premises, as directed or agreed upon by the Tenant or as otherwise available by law.

**41. Governing Law, Forum Selection.** The parties agree that this Lease 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 Lease 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.

**42. 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.

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ATTEST:

BOROUGH OF BELMAR (LANDLORD)

\_\_\_\_\_  
April Claudio  
Borough Clerk

\_\_\_\_\_  
Matthew J. Doherty  
Mayor

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

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

\_\_\_\_\_  
(TENANT)

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

ATTEST: \_\_\_\_\_  
(Witness)

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_ SS:

I certify that on \_\_\_\_\_, 2014, \_\_\_\_\_ personally came before me and this person acknowledged under oath, to my satisfaction that (a) this person is \_\_\_\_\_; (b) this person is the attesting witness to the signing of this document by the proper person(s); (c) this document was signed and delivered by \_\_\_\_\_, as his voluntary act duly; (d) this person signed this proof to attest to the truth of these facts.

Signed and sworn to before me  
on this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_