

CITY OF VINELAND

RESOLUTION NO. 2016-_____

RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE AGREEMENT BY AND BETWEEN THE VINELAND BOARD OF EDUCATION AND THE CITY OF VINELAND FOR THE LEASE OF VINELAND HIGH SCHOOL SOUTH CAMPUS PARKING AND FIELD AREA FOR THE JERSEY FRESH FESTIVAL.

WHEREAS, the Jersey Fresh Festival has been a community event that recognizes the farming community for their contribution to the state that has historically been held in the City of Vineland; and

WHEREAS, as a result of the popularity of the Festival, additional space is necessary to accommodate the people attending the event; and

WHEREAS, the Vineland board of Education (VBOE) has property adjacent to Giampietro Park which will accommodate parking and other needs for the Festival; and

WHEREAS, the VBOE has offered the use of the Vineland High School South Campus parking and field area (east side) at no cost to the City to assure a successful event; and

WHEREAS, the City Council finds it to be in the best interest of the City and the Jersey Fresh Festival to accept this gracious accommodation by the VBOE

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Vineland that the Mayor and Clerk are hereby authorized and directed to execute a Lease Agreement with the Vineland Board of Education for the Lease of the Vineland high School South Campus parking and field area (east side) for the Jersey Fresh Festival to take place on Sunday August 14, 2016 from 8 am to 8 pm at no cost to the City. The form of Lease Agreement is attached hereto and made a part hereof.

Adopted:

President of Council

ATTEST:

City Clerk

LEASE AGREEMENT

THIS AGREEMENT is made by and between **Vineland Board of Education**,
625 Plum Street, Vineland, New Jersey, hereinafter referred to as the "Board" and
City of Vineland
640 E. Wood St. Vineland, NJ 08360,
hereinafter referred to as "User."

WITNESSETH:

WHEREAS, Board owns certain property and facilities within the District,
hereinafter known as "Premises."

WHEREAS, the User desires to lease from the Board, and the Board desires to
lease to the User, the Premises in accordance with the conditions stated herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein,
the Board and the User agree as follows:

1. LEASE OF FUNCTION SPACE. The Board hereby grants to the User the
non-assignable right to use of a part of the Premises, as described herein, (the
"Function Space"), together with any furnishings, equipment or supplies specifically
Vineland High School South Campus, Parking and Field Area (East side)

2. EVENT. The Premises are to be used solely for the purpose of
City of Vineland Jersey Fresh Festival

The Event shall be conducted by the User in a first class manner and in accordance
with this Agreement. User has inspected the Premises and the Function Space, its
furnishings and equipment, and acknowledges that the Premises and the Function
Space are in proper condition for use in the conduct of this Event.

3. TERM, DESCRIPTION OF FUNCTION SPACE, RENT AND OTHER CHARGES.

a. The term of this Agreement (the "Lease Term") shall include the period of occupancy of the Function Space for the conduct of the Event beginning at
Sunday August 14, 2016

b. The User shall be permitted access at
VHS South Campus Parking/Field on
8/14/16 for set up.

c. Actual event hours: 8:00 AM to 8:00 PM.

d. Breakdown time: _____ to _____.

e. The description of Function Space and rent to be paid by User are set forth below.

Function Space	Space Rental
<u>East Side Parking & Field Area</u>	<u>No Charge</u>
_____	_____
_____	_____
_____	_____

NOTE: Due to construction there will be no access to the building including restrooms, therefore, the City of Vineland agrees to provide portable restroom facilities for this event.

f. In addition to the Rent, the User shall pay to the Board additional charges for services, accommodations, personnel, supplies or materials to be furnished by the Board ("Additional Charges"), as set forth on the Board's Fee Schedule attached hereto.

Description of Charge	Amount
_____	_____
_____	_____
_____	_____

NOTE: City of Vineland will provide Police, EMS, and Fire Department presence, therefore no Vineland School District Security will be needed for this event.

g. Estimated user charge for space rental and estimated additional charges shall be paid prior to the date of the event. Any further charges, including charges for damages, shall be paid immediately upon receipt of an invoice from the Vineland Board of Education. In the event that this is a continuing lease covering more

than one event, the Board of Education shall bill the user monthly and the invoice shall be due immediately upon receipt.

4. **CONDITIONS OF USE AND OCCUPANCY.** User's use and occupancy of the Function Space shall be subject to the following conditions:

a. User shall comply with all reasonable conditions imposed by the Board upon User's use and occupancy of the Function Space, including the requirement that no exits be locked or blocked so as to impede free passage while the Function Space is occupied.

b. Any deliveries to the Function Space shall be scheduled so as not to hinder or to obstruct the activities of the Board or any other users.

c. The Board's employees or agents shall have a right of access to the Function Space during the Lease Term to conduct reasonable inspections or to make any necessary repairs.

d. In accordance with the requirements of the Uniform Fire Code, User shall not permit or allow the Function Space to be occupied for any purposes, at any time, by more than the "Authorized Capacity." If User shall permit or allow the Function Space to be occupied for any purposes, at any time, in excess of the Authorized Capacity, User shall immediately take all steps necessary to reduce the occupancy of the Function Space to the Authorized Capacity. If User fails to do so, the Board, or a representative of any other lawful authority, through oral notice to User, may direct that all Event activities be immediately suspended and that the Function Space be immediately vacated by the User. In that event, User shall not be entitled to reoccupy the Function Space until it shall have taken such steps so as to reasonably satisfy the Board and any other lawful authority that User shall occupy the Function Space in compliance with the Authorized Capacity standard, and all other applicable requirements of the Uniform Fire Code.

5. **INSURANCE.** At least ten days prior to commencement of the Lease Term, User shall provide the Board with a Certificate of Insurance evidencing insurance issued by an insurance carrier with a "Best" Rating Agency rate of A+ as proof of insurance coverage in the amounts of \$500,000 single limits General Liability coverage. Such insurance coverage shall specifically name the Vineland Board of Education, their respective directors, members, officers, agents and employees as additional insureds. Such insurance shall cover any damage or injury to any and all officers and employees of the Board and any other persons attending the Event or any property connected with the Event when such persons or property are located in, on, around or about the Function Space. In the event that User fails to provide the Board with such insurance certificate at least ten (10) days prior to the commencement of the Lease Term, the Board may, at its sole discretion, obtain such insurance without prior notification to User, and charge such expense to User, or cancel the Event, in which case User shall be liable for all Rent and other costs as stated herein, and the Board shall not be

responsible for any expenses or losses sustained by User resulting therefrom. All policies must state that the policy may not be canceled or reduced by the insurance carrier without giving twenty (20) days' prior written notice to the Board. All of User's insurance policies shall include the following endorsement:

Addition Insured shall include the Vineland Board of Education and their respective members, directors, officers, employees and agents. This insurance is primary to any other valid or collectible insurance or self-insurance, whether or not such other insurance or self-insurance is primary, contributory, or excess. This insurance shall apply to each named insured for occurrences taking place during the Lease Term, in all areas of the Function Space in which any activity connected with this Agreement takes place.

The Board reserves the right to verify adequacy of coverage and conformance with the insurance provisions set forth herein. User will not do or permit anything in or upon the Function Space which will conflict with the conditions of any policy of insurance or in any way increase any rate of insurance maintained in connection with the Function Space.

6. INDEMNIFICATION. User shall indemnify, hold harmless and defend the Board, its members, officers, employees and agents, from and against any and all losses, claims, fine, penalties, liability, damage, action, or expense including, without limitation, costs and attorney's fees, arising out of or relating to (i) User's use of the Function Space; (ii) the conduct of User's activity or work or thing conducted or which may be permitted or suffered by User to be conducted in or about the Function Space; (iii) any breach or default in the performance of any obligation of User under this Agreement; (iv) any negligence, intentional misconduct and/or activities subject to strict liability of User or any of its agents, employees, contractors, invitees, attendees, patrons or guests; (v) the use of patented, trademarked or copyrighted materials, equipment, devices, processes or dramatic rights furnished to or used by User, its exhibitors or other persons in connection with User's use of the Function Space; and, (iv) the theft or misappropriation of any of User's property or property of exhibitors or others brought onto the Function Space. User hereby assumes all risk of damage to its property placed on or about the Function Space or injury to its officers, directors, employees, agents, contractors, invitees, attendees, patrons, or any guests at the Event on or about the Function Space from any cause and User hereby waives all claims in respect thereof against the Board, and its members, officers, employees and agents.

7. DEFACEMENT OF PROPTY, SIGNS AND POSTERS. User shall not cause or permit the Function Space to be defaced, injured, marred or damaged in any manner. User shall not make any alterations of any kind to the Function Space or the furnishings or equipment therein. USER shall be responsible for any and all damage caused by User's use of the Function Space and shall return the Function Space, its furnishings and equipment and any other property supplied to User hereunder to the

Board in the same condition as when possession was received by User, reasonable wear and tear excepted. An inspection of the Function Space shall be conducted with representatives of User and the Board prior to and after the Lease Term to determine the condition of the Function Space and any damage thereto. User shall pay to the Board, upon receipt from the Board of an invoice, the reasonable cost of any and all repairs required to be made to the Function Space, and any other property or equipment damaged as a result of the use of the Function Space by User, its agents, employees, contractors, invitees, attendees, patrons and guests. Failure to conduct an inspection does not relieve User of its obligations herein. User may post signs, advertisements, show bills, poster or cards only of a type and in those locations in and about the Function Space approved in advance by the Board. The Board may remove all such signs, advertisements, show bills, posters or cards of any description for which the Board has not given prior approval.

8. **RESPONSIBILITY FOR USER'S PROPERTY.** Any property of any kind brought into the Function Space by User, its agents, employees, contractors, invitees, attendees, patrons or guests shall be at the sole risk of User and shall be removed from the Function Space upon the expiration of the Term. In the event that the Function Space or any portion thereof is not vacated by User at the expiration of the Terms, the Board may remove from the Function Space and/or dispose of, at the expense of the User, any and all goods, wares, merchandise and property then on the Function Space, or any portion thereof, and the Board shall not be liable for any damages or loss sustained by reason of such removal or disposal by the Board, and the Board is hereby expressly released from any and all claims for damages in that connection.

9. **MISCELLANEOUS.**

a. User shall be liable to the Board for any damage done to the Premises, including the Function Space, in the conduct of the Event, including any damage caused by acts of its attendees, employees, independent contractors retained by User in connection with the Event, or their agents. The User, its attendees, employees and other persons associated either the Event will confine themselves to the Function Space and will use entrances and exits as designed by the Board.

b. The Board will make every effort to make the Function Space available to the User for the conduct of the Event. If the Function space is unavailable to the User because of circumstances beyond the Board's control, the Board shall have the right to substitute function space for the conduct of User's Event as long as such substitute function space is equivalent in size and amenities to the Function Space.

c. User shall comply strictly with the limitation upon hours of occupancy of the Function Space as provided under this Agreement. User may occupy the Function Space for additional time only upon the prior written consent of the Board.

In such event, User shall request such additional time at least forty-eight (48) hours prior to the conduct of the Event. User agrees to pay to the Board in advance any overtime, labor charges or other expense actually incurred in connection with such extended period of occupancy.

d. The Board reserves the right to decline any request for extended occupancy in its sole discretion.

e. The provisions of Board Policy 7510 and Regulation 7510 are hereby incorporated herein by reference.

10. **ASSIGNMENT, SUBLETTING OR TRANSFER.** User shall not assign, sublet, transfer or encumber this Agreement or the Function Space or any part thereof, nor the rights granted hereby. The Board may assign this Agreement without the consent of User to any owner or operator of the Function Space.

11. **CHOICE OF LAW.** This Agreement shall be governed, construed, applied and enforced in accordance with the internal laws of the State of New Jersey without regard to conflict of law principles. User consents to and confers personal jurisdiction on the Superior Court of New Jersey and agrees that service of process may be made by mailing a copy of the summons and complaint to User at User's address. The parties agree that venue shall be in Cumberland County.

12. **NOTICE.** For the purposes of notice or demand, the respective parties shall be served by hand delivery or certified or registered mail, return receipt requested or by Federal express or similar overnight delivery at the addresses above their signatures.

13. **ENTIRE AGREEMENT.** This Agreement and all Rules and Regulations promulgated by the Board from time to time and provided to User constitute the entire agreement of the parties hereto, and any representations, inducements or agreements, oral or otherwise, between the parties not contained and embodied herein shall not be of any force or effect. The Agreement may only be altered, changed or amended by an instrument in writing signed by both parties hereto.

14. **SEVERABILITY.** If any provision of this Agreement is held to be invalid, the remainder shall not be affected by such invalidity.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year set forth above.

VINELAND BOARD OF EDUCATION

BY: _____

Attest:

_____, USER

Witness or Attest
