

GLOUCESTER COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT

Swim Practice
22/23

LEASE AGREEMENT CONTRACT

Time: 8:30-10pm Cost: \$8,838.00

This Lease Agreement being made and entered into on November 21, 2022 by and between the GLOUCESTER COUNTY VOCATIONAL-TECHNICAL SCHOOL DISTRICT BOARD OF EDUCATION to be referred to as the GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY with principal offices located at Tanyard Road, Sewell, County of Gloucester and State of New Jersey, and Black Horse Pike (Timber Creek) Board of Education, hereinafter referred to as the "LESSEE."

**** Teams can only enter as full team. ****

RECITALS

The parties recite and declare that:

- A. LESSOR is the sole owner of the premises located at 1360 Tanyard Road, Sewell, New Jersey and desires to lease swimming pool said premises to the LESSEE for the purpose of high school swimming practices;
- B. LESSEE desires to lease such specified area of the premises for the purpose of high school swimming practice.
- C. The parties desire to enter into a Lease Agreement defining their rights, duties and liabilities relating to the premises.

In consideration of the mutual covenants contained in this Lease Agreement, the parties agree as follows:

1. PROPERTY - The LESSEE agrees to lease from the LESSOR and the LESSOR agrees to lease to the LESSEE swimming pool on the LESSOR's premises.
2. TERM - The term of this Lease Agreement is from the start of high school swim season to the end of high school swim season as dictated by the NJSIAA.

*Practice times are subject to change per facility scheduling needs

3. DEFAULT - The LESSOR reserves the right to terminate said Lease Agreement if the LESSEE defaults by failing to comply with a term or terms of this Lease Agreement or applicable law by LESSOR by giving to LESSEE 30 days written notice of said termination. Said notice of default shall be served upon the LESSEE by certified mail, return receipt requested.
4. REMEDY FOR DEFAULT - Upon the giving of such default notice, this Lease Agreement and the terms hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in the Lease Agreement for the expiration hereof unless the LESSEE shall cure the breach of the term or terms of this Lease Agreement or noncompliance of applicable law within 30 days of receipt of such notice. Otherwise, the term of this Lease Agreement shall then accordingly terminate and expire and LESSEE shall then quit and surrender the premises to LESSOR and LESSEE shall pay to LESSOR all reasonable expenses which the LESSOR may then or thereafter incur for all necessary legal expenses and all other necessary costs paid or incurred by LESSOR for restoring the premises to good order and condition.
5. TERMINATION - The LESSOR reserves the right to terminate said Lease Agreement if said premises is needed by LESSOR for any educational purpose by giving to LESSEE 30 days written notice of said termination. Said notice of termination shall be served upon the LESSEE by certified mail, return receipt requested.
6. REMEDY FOR TERMINATION - Upon the giving of such notice of termination, this Lease Agreement and the terms hereof shall end on the date fixed in such notice as if the said date was the date originally fixed in the Lease Agreement for the expiration hereof. The term of this Lease Agreement shall then accordingly terminate and expire and the LESSEE shall then quit and surrender the premises to LESSOR and LESSEE shall pay to LESSOR all reasonable expenses which the LESSOR may then or thereafter incur for all necessary legal expenses and all other necessary costs paid or incurred by LESSOR for restoring the premises to good order and condition. The LESSOR shall return to LESSEE the proportionate amount of the rent during the unused term of the Lease Agreement.
7. RENT AND PAYMENT - The LESSEE agrees to pay rent in the amount of \$8,838.00 to be paid as follows: prior to February 1, 2023
8. INSURANCE COVERAGE AND AMOUNT - LESSEE shall, at its sole cost and expense during the term of this Lease Agreement, provide, keep and maintain in full force and effect, appropriate liability insurance* covering both property and personal injury to, but not limited to, the LESSEE's personnel, employees, agents, teachers, students, invitees and licensees, and shall also name the LESSOR as an additional insured on such policy or policies of insurance.
 - With limits of \$1.5 million and excess liability coverage of \$2.5 million.LESSEE shall provide and maintain any other type of and amount of insurance as reasonably required by the Solicitor of the LESSOR. A copy or copies of the Certification or Certifications of Insurance evidencing same shall be provided by the LESSOR to the LESSEE within 30 days of the entry of the Lease Agreement.
9. INDEMNIFICATION OF LESSOR - LESSEE agrees to indemnify and hold LESSOR harmless from and against all liability and all loss, cost and expense, including reasonable attorney's fees, arising out of the use of the premises by the LESSEE and its personnel, employees, agents, teachers, students, invitees and licensees.
10. LESSOR'S COVENANTS AND OBLIGATIONS - In addition to the terms set forth in the within Lease Agreement, the LESSOR assumes the following responsibilities and obligations:
 - a. LESSOR shall provide the premises for the quiet enjoyment of the LESSEE who may remain in and use the premises without interference subject to the terms of this Lease Agreement;
 - b. LESSOR shall comply with all present and future applicable laws, ordinances, codes and governmental rules and regulations and requirements regarding the premises.
 - Prior to February 1, 2023

11. **LESSEE'S COVENANTS AND OBLIGATIONS** - In addition to the terms set forth in the Lease Agreement, the LESSEE assumes the following responsibilities and obligations:
- a. LESSEE shall acknowledge that it is a group or an organization not for profit or engaged in educational purposes only;
 - b. LESSEE shall comply with all present and future applicable laws, ordinances, codes and governmental rules and regulations and requirements regarding the premises;
 - c. LESSEE shall only use the specific areas of the premises to be leased for the specific time period approved;
 - d. LESSEE shall be fully responsible for the supervision of its personnel, employees, agents, teachers, students, invitees and licensees while on the premises;
 - e. LESSEE shall be responsible to pay for and/or replace any item or items or property damaged by its personnel, employees, agents, teachers, students, invitees and licensees while on the premises;
 - f. LESSEE shall be responsible to oversee and insure that there are no tobacco products or alcoholic beverages used by its personnel, employees, agents, teachers, students, invitees and licensees while on the premises;
 - g. LESSEE shall be responsible to oversee and insure that the parking regulations on the premises of the LESSOR are obeyed by its personnel, employees, agents, teachers, students, invitees and licensees;
 - h. LESSEE shall be responsible to oversee and insure that the parking regulations on the premises of the LESSOR are obeyed by its personnel, employees, agents, teachers, students, invitees and licensees;
 - i. LESSEE shall be responsible to oversee and insure that there is no commercialization or private business interests promoted or pursued by its personnel, employees, agents, teachers, students, invitees, and licensees;
 - j. LESSEE shall be responsible to oversee and insure that the premises are not used for the advancement or promotion of any religious sect by its personnel, employees, agents, teachers, students, invitees and licensees;
 - k. LESSEE agrees to maintain the premises in as good condition as it is at the beginning of the term of this Lease Agreement throughout the term of this Lease Agreement.
12. **ACCESS TO THE PREMISES** - LESSOR shall have access to the premises at any time during the term of the Lease Agreement with reasonable notice to LESSEE.
13. **EMERGENCY CLOSING CONDUTUIBS** - LESSOR shall be responsible for the decision of canceling a scheduled activity with the LESSEE due to inclement weather conditions or unforeseen circumstances that force such a closing. The LESSOR shall also be responsible to initiate phone tree as well as posting on website/phone systems where possible. The LESSOR may reschedule the activity in coordination with the LESSEE if time is available.
14. **END OF LEASE TERM** - LESSEE shall, on the last day of the term or upon its earlier termination, peaceably and quietly surrender and deliver unto LESSOR the premises restored to its original condition.
- NOTICES** - Every notice required or permitted under this Lease Agreement shall, unless otherwise provided herein, be given in writing and shall be sent by United States certified mail, return receipt requested, addressed by the party giving, making or sending the same to the other at the other's address first above written, or to such other address as either party may designate from time to time by a notice given to the other party.
15. **SUCCESSORS AND ASSIGNS** - The terms, covenants and conditions herein contained shall be binding upon and inure to the benefit of the respective parties and their successors and assigns upon the written consent of both the LESSOR and the LESSEE.
16. **ENTIRE AGREEMENT** - All promises the LESSOR and LESSEE have made are contained in this written Lease Agreement. This Lease Agreement can only be changed by an agreement in writing and signed by both the LESSOR and the LESSEE.
17. **VALIDITY OF LEASE AGREEMENT** - If a clause or provision of this Lease Agreement is legally invalid, the rest of this Lease Agreement remains in full force and effect.
18. **APPLICABLE LAW** - This Lease Agreement shall be governed and construed in accordance with the laws of the State of New Jersey.
19. **PARAGRAPH HEADINGS** - The titles to the paragraphs of this Lease Agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify or aid in the interpretation of the provisions of this Lease Agreement.
20. **SIGNATURES** - The LESSOR and the LESSEE agree to the terms of this Lease Agreement.

President
Black Horse Pike (Timber Creek) Board of Education

Secretary
Black Horse Pike (Timber Creek) Board of Education

Athletic Director
Black Horse Pike (Timber Creek) Board of Education

President
Board of Education of the Vocational School District of the County of Gloucester

Secretary
Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester