

TEMPORARY FACILITIES USE/LICENSE AGREEMENT

THIS AGREEMENT (this "Agreement") dated this 9th day of May 2022,

BETWEEN:

The Board of Education of the Township of Middletown, County of Monmouth Telephone:
(732) 671-3850 (the "Licensor")

-AND-

Navesink River Productions of 884 Navesink River Rd, Locust, NJ 07760, USA
Telephone: (732) 995-4556 (the "Licensee")

WHEREAS, as provided by District Policy 7510, the Board of Education believes the school facilities of this district should be made available for community purposes, provided that such use does not interfere with the educational and co-curricular programs of the school district; and

WHEREAS, District Policy 7510 provides that the Board will permit the use of school facilities when such permission has been requested in writing and has been approved by the School Business Administrator/Board Secretary or designee; and

WHEREAS, the School Business Administrator has received a written request to utilize Port Monmouth School, which is not currently being used for school purposes, for an approximately two (2) month period, as described below; and

WHEREAS, the School Business Administrator has approved the request, subject to Board approval, upon the terms set forth herein; and

WHEREAS, pursuant to Policy 7510, the Board reserves the right to withdraw permission after it has been granted in the event circumstances change requiring such school facilities or school grounds will be needed for a school district purpose or due to a school closing due to weather or other emergency.

NOW, THEREFORE, IN CONSIDERATION OF the Licensor licensing certain premises to the Licensee, the Licensee licensing those premises from the Licensor and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Agreement (the "Parties") agree as follows:

1. The Licensor agrees to license to the Licensee the building municipally described as 202 Main St., Port Monmouth, NJ 07758, USA, together with the adjacent parking areas (the "Premises"), which is currently – and for the duration of the Term of this Agreement – not being used for school purposes.
2. The Premises will be used for only the following permitted use as a film Production Office.
3. The term of the Agreement commences on May 9, 2022, and ending on July 22, 2027 (the "Term").
4. The Licensee will pay a base Fee of \$40,000.00, in advance for the term.
5. The Licensee covenants that the Licensee will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, state, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them. In the event any unlawful activity occurs on or in the Premises, this Agreement shall be void, the License revoked, and the entire licensing fee surrendered to the Board.
6. The Licensor covenants that on paying the Fee and performing the covenants contained in this Agreement, the Licensee will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.
7. The Licensor is responsible for the payment of the following utilities and other charges in relation to the Premises: electricity, natural gas, water, sewer, telephone and internet. The premises will be provided in broom clean condition and the bathrooms will be clean and functioning. Subsequent cleaning costs provided by the Licensor will be reimbursed by the Licensee.
8. The Licensee is hereby advised and understands that the personal property of the Licensee is not insured by the Licensor for either damage or loss, and the Licensor assumes no liability for any such loss. The Licensee is advised that, if insurance coverage is desired by the Licensee, the Licensee should inquire of Licensee's insurance agent regarding a Licensee's policy of insurance.
9. It is the intention of the Parties to this Agreement that the License created by this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of New Jersey, without regard to the jurisdiction in which any action or special proceeding may be instituted.
10. If there is a conflict between any provision of this Lease and the applicable laws of the State of New Jersey will prevail and such provisions of the Lease will be amended or deleted as necessary.

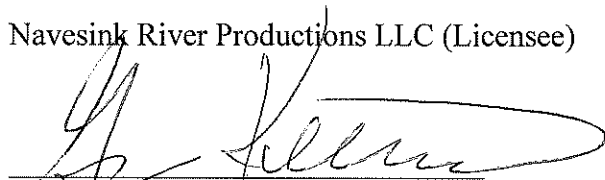
11. The Licensee will not assign this Agreement, or sublicense or grant any concession or other license to use the Premises or any part of the Premises.
12. The Licensee will promptly notify the Licensor of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
13. The Licensee will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Licensor, disturbs the comfort or convenience of other Licensees.
14. The Licensee will not engage in any illegal trade or activity on or about the Premises. In the event any unlawful activity occurs on or in the Premises, this Agreement shall be void, the License revoked, and the entire licensing fee surrendered to the Board.
15. The Licensor and Licensee will comply with standards of health, sanitation, fire, housing and safety as required by law. Licensee shall be responsible for any permits, approvals, or the like. Licensee shall defend, indemnify and hold Licensor harmless from any fines, damages, injuries, suits, claims, judgments, or awards of any kind for failure to obtain any required permits, approvals, or the like.
16. At the expiration of the lease term, the Licensee will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.
17. The Licensee will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.
18. Any waiver by the Licensor of any failure by the Licensee to perform or observe the provisions of this Lease will not operate as a waiver of the Licensor's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Licensor's rights in respect of any subsequent default or breach.
19. Licensee shall defend, indemnify and hold Licensor harmless from any fines, damages, injuries, suits, claims, judgments, or awards of any kind arising out of its use of the premises. Licensee shall provide the Board with a certificate of insurance identifying the Board as an additional insured in an amount satisfactory to the Board's risk manager.
20. This Agreement will constitute the entire agreement between the Licensor and the Licensee. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either party to this Agreement except to the extent incorporated in this Agreement. In particular, no warranties of the Licensor not expressed in this Agreement are to be implied.
21. This Agreement is subject to approval by the Board of Education. Licensee assumes all risk by taking possession prior to Board approval.

22. The District may cancel this Agreement any time and upon reasonable notice, in the event circumstances change requiring such school facilities or school grounds will be needed for a school district purpose or due to a school closing due to weather or other emergency. In the event of cancellation, the base rent shall be prorated for the time of actual occupancy.

IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this _____ day of May, 2022

Middletown Township Board of Education (Licensor)

Navesink River Productions LLC (Licensee)



George Kolber
Managing Member