

## LEASE

This Lease is made on *March 7*, 2019

**BETWEEN** the Tenant(s): **The Commissioners of Fire District No. 2  
in the Borough of Tinton Falls,  
County of Monmouth**

whose address is: **Tinton Falls, New Jersey**  
referred to as the "Tenant,"

**AND** the Landlord: **Tinton Falls Fire Company No. 1**

whose address is: **695 Tinton Avenue  
Tinton Falls, New Jersey**  
referred to as the "Landlord."

The word "Tenant" means each Tenant named above.

**Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the **Tinton Falls Fire Company No. 1 Firehouse, 695 Tinton Avenue, Tinton Falls, New Jersey** referred to as the "Property." The Lease shall also include any firetrucks and/or fire equipment owned by the Landlord and utilized for providing fire protection for the District.

**Term.** The term of this Lease is for **one (1) year** starting on **January 1, 2019** and ending **December 31, 2019**. The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the start of this Lease. However, rent will only be charged from the date on which possession of the Property is made available to the Tenant. If the Landlord cannot give possession within 30 days after the starting date, the Tenant may cancel this Lease. In any event the Lease shall continue on the same terms and conditions after the Lease term has expired unless amended in writing by the parties.

**Rent.** The Tenant agrees to pay an annual rent of **\$54,000.00**. These funds will be paid on a quarterly basis when the monies have been received from the Borough by the Tenant. One-Third of the monies received hereunder shall be rent for utilization of the firehouse and Two-Thirds of the monies received hereunder shall be reimbursement for utilities and maintenance relating to utilization of the firehouse.

**Use of Property.** The building and property are utilized by both the Landlord and Tenant for the providing of fire protection. The buildings and premises as aforesaid shall be

used for the storage of fire apparatus and equipment either owned by the Tenant or leased by the Tenant from the Landlord. The buildings shall also be used for conducting public meetings by the Tenant as necessary.

**Utilities and Repairs.** The Landlord will be responsible for any and all utility charges. The Landlord shall also be responsible for the payment of all interior and exterior maintenance and repair of the leased buildings.

**Funding Contingency.** This agreement is contingent upon adequate funding being provided in the annual budget and approved in accordance with New Jersey statute.

**Repairs by Landlord.** If the Property is damaged by fire or other casualty, the Tenant will promptly notify the Landlord. The Landlord will be given a reasonable time in which to make repairs. If the Tenant is required to leave the Property, the Tenant's duty to pay rent will temporarily cease. If the Property is totally destroyed, this Lease shall come to an end and the Tenant will pay rent up to the date of the destruction. If repairs need be undertaken the Tenant's vehicles on premises may be moved by Landlord however only with the prior permission and consent of the Tenant and with the understanding that such vehicles must always be safeguarded and protected.

**Alterations.** The Tenant must get the Landlord's prior consent to alter, improve, paint or wallpaper the Property. Alterations, additions, and improvements become the Landlord's property.

**No Assignment or Sublease.** The Tenant may not sublease the Property or assign this Lease without the Landlord's prior written consent.

**Quiet Enjoyment.** The Tenant may remain in and use the Property without interference subject to the terms of this Lease.

**Validity of Lease.** If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in effect.

**Parties.** The Landlord and each of the Tenants are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

**Entire Lease.** All promises the Landlord has made are contained in this written Lease. This Lease can only be changed by an agreement in writing by both the Tenant and the Landlord.

**Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If this Lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Attested by:

TINTON FALLS FIRE COMPANY NO. 1



Name:

Secretary

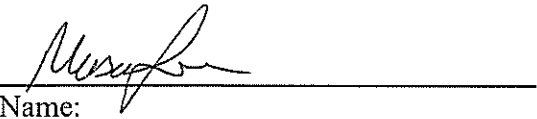
 (Seal)

Name: Michael G. Marnowski

President

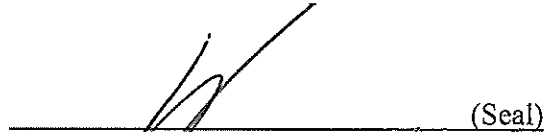
Attested by:

TINTON FALLS FIRE DISTRICT NO. 2



Name:

Secretary

 (Seal)

Name:

CHARLES V BELL JR. President