

## LEASE

This Lease is made on **DATE** (hereinafter referred to as the "Start Date").

BETWEEN the **Tenant(s)**, whose address is **Mailing Address** (hereinafter referred to as the "Tenant"), and The City of Newark, a municipal corporation of the State of New Jersey, whose address is 920 Broad Street, Newark, New Jersey 07102 (hereinafter referred to as the "Landlord").

The word "Tenant" means each Tenant named above.

1. **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.
2. **Property.** The Tenant agrees to rent from the Landlord and the Landlord agrees to lease to the Tenant the Property known as **PROPERTY ADDRESS**, constituting **Block , Lot** on the Official Tax Map of The City of Newark (hereinafter referred to as the "Property").
3. **Term.** The term of this Lease is from the Start Date and ending **December 31, 20XX** (hereinafter referred to as the "Term"). The Landlord is not responsible if the Landlord cannot give the Tenant possession of the Property at the Start Date. If the Landlord cannot give possession within 30 days after the Start Date, the Tenant may cancel this Lease.
4. **Rent.** The Tenant agrees to pay \$1.00 as rent, to be paid upon the signing of this Lease by the Tenant.
5. **Possession and Use.** The Landlord shall give possession of the Property to the Tenant for the Term. The Tenant shall take possession of and use the Property for the Adopt-A-Lot Program. The Tenant may not allow the Property to be used for any unlawful or hazardous purposes.

A. Permitted Uses

The Tenant may use the Property for the purpose of the Adopt-A-Lot Program and under the terms and conditions as set forth below. The use and rental of the Property is given "as is" and the Landlord makes no representations as to the condition of the Property to be used for the Adopt-A-Lot Program.

1. The Property shall be used exclusively for cultivation for gardening purposes pursuant to N.J.S.A. 40A:12-15(j) and as limited by the following subparagraphs of this Section 5(A), specifically the growing of fruits, vegetables, flowers and/or foliage plants. Such use encompasses the aesthetic improvement of neighborhoods in which such cultivation will take place, as well as the educational and recreational opportunities for the residents

of the City of Newark who actively participate in such cultivation activities. The Landlord hereby declares that the activities permitted by this Lease constitute a municipal purpose which will benefit the Landlord by providing such aesthetic improvements and such educational and recreational opportunities (collectively, the "Municipal Benefits"), and that the Landlord's assessment of the degree to which the Municipal Benefits are likely to be achieved constitutes an important inducement to the Landlord's determination to award this Lease. Composting of onsite vegetative waste is permitted as an incidental use.

2. Except as provided in paragraph 3 below, all cultivation by the Tenant on the Property shall take place either (i) in removable boxes placed by the Tenant upon the Property (with soil imported to the Property by the Tenant for use in such removable boxes where the tenant has provided to the Landlord such soil tests and other information as to the environmental quality of the soil as may be requested by the Deputy Mayor/ Director of Economic and Housing Development ) or (ii) in the ground soil, but only with the prior written consent of the Deputy Mayor/ Director of Economic and Housing Development of the Landlord, which consent shall not be given unless the Tenant shall have provided to the Landlord such soil tests and other information as to the environmental quality of the ground soil as may be requested by the Landlord.
3. With the prior written consent of the Landlord, the Tenant may also plant in the ground soil foliage plants which are intended to remain on the Property following the Term of this Lease as permanent decorative improvements to the Property.
4. With the prior written consent of the Landlord, the Tenant may import to the Property additional soils for mixing with the existing ground soil. All soils imported to the Property by the Tenant (whether for use in the removable boxes or for mixing with the ground soil) shall be either (i) provided to the Tenant by the Landlord or (ii) otherwise subject to the prior written consent of the Landlord as provided in paragraph 2.
5. Entrance upon and use of the Property shall in all cases be restricted to the daytime hours of each day, between sunrise and sunset, seven (7) days per week. In addition to persons actively engaged in cultivation activities, the Tenant may permit others to enter upon the Property for purposes of education and passive recreation relating to the cultivation activities authorized hereby.
6. In order to facilitate the cultivation use (including the incidental educational and passive recreational use) of the Property as permitted by this Lease, the Tenant may, at its sole expense, cause to be constructed (i) one or more non-permanent walking paths within the Property, (ii) one or more seating benches, (iii) a single temporary tool storage shed of not greater than 50 square feet and (iv) such other improvements as may be specifically approved in writing by the Landlord prior to the commencement of construction thereof (collectively, the "Permitted Improvements"). The Permitted Improvements shall remain on the Property and shall become the property of the Landlord upon the expiration of the Term, unless the Landlord shall following the expiration of the Term, direct the Tenant to remove all or some of the Permitted Improvements, in which event the Tenant shall be

obligated to remove same and to restore the Property to the condition in which it existed prior to the construction of such Permitted Improvements.

6a Fencing: If the Tenant, with the written consent by the Landlord as provided in clause (iv) of paragraph 6 above, chooses to erect a fence, it must be constructed in accordance with the City Ordinance 14:13-4 as follows:

(i) Minimum height 6 feet; (ii) fencing material must be of galvanized metal; (iii) minimum 2 inches outside diameter galvanized pipe for all line posts; (iv) minimum 2 1/2 outside diameter for all terminal posts gates, ends, and corner posts; (v) all terminal posts must be set in concrete footings at a minimum of 30 inches in the ground; (vi) fencing material must be of a minimum number 9 gauge galvanized wire with a 2 inch mesh; and (vii) coil spring minimum number 7 gauge wire to provide proper tension.

In no case should barbed wire, wood or similar material dangerous to children be used. It shall be the continuing responsibility of the Tenant to maintain the fence and protect the Property as herein above set fourth so long as the lease shall remain in force and effect.

7. With the exception of foliage plants intended to remain on the Property following the expiration of the Term of this Lease, all fruits, vegetables, flowers grown on the Property during the Term of this Lease (collectively, the "Vegetation") shall, if removed by the Tenant prior to the expiration of the Term of this Lease in accordance with the terms and conditions hereof, be the property of the Tenant and may be removed from the Property in the manner and subject to the limitations contained herein. Upon cultivation thereof, the Tenant may (i) permit individual volunteers to take Vegetation for their personal use and/or consumption, (ii) donate Vegetation to one or more nonprofit agencies serving the residents of The City of Newark, (iii) sell Vegetation in accordance with the requirements of paragraph 8 below or (iv) discard Vegetation as waste by removing same from the Property and disposing of same in accordance with applicable laws. Under no circumstances shall Vegetation be permitted to remain on the Property following the termination of the Lease.
8. Sales of Vegetation shall be limited to circumstances in which the Tenant (i) has already removed such Vegetation from the Property, (ii) has not previously entered into any formal or informal arrangement with any purchaser(s) or intended purchaser(s) thereof, but rather is offering such Vegetation for sale for the first time only after having removed such Vegetation from the Property, and (iii) agrees that any and all income derived from such sales of Vegetation shall be used exclusively to pay, or to reimburse the Tenant for, the costs of operating and maintaining the Property during the Term of the Lease and/or the costs of constructing the Permitted Improvements. Notwithstanding the foregoing, the Tenant may engage in additional activities relating to the sale of Vegetation to the extent permitted by N.J.S.A. 40A:12-15(j), as the same may be amended or supplemented from time to time.
9. Whenever the approval, consent or direction of the Landlord is required under this Section 5(A), such approval may be given by the written consent of the Deputy Mayor/

Director of Economic and Housing Development of the Landlord or his designee, and such consent may be given or withheld at such officer's sole discretion.

B. Prohibited Uses

No use of the Property, other than those set forth in subsection A above, shall be permitted. Prohibited uses shall include, but not be limited to the following:

1. Conduct of any business, trade, manufacturing, wholesaling, retailing or commercial activity or profit-making activity of any kind; provided, that sales of Vegetation shall be permitted to the extent set forth in paragraph 8 of Section 5(A) hereof.
2. Charging of fees or the collection of money for any activity conducted on the Property; provided, that sales of Vegetation shall be permitted to the extent set forth in paragraph 8 of Section 5(A) hereof.
3. Use of the Property in conjunction with any fund raising activity of any kind, whether for profit or on behalf of any non-profit or charitable entity; provided, that sales of Vegetation shall be permitted to the extent set forth in paragraph 8 of Section 5(A) hereof.
4. Sale of any produce or other products grown or produced on the Property, to the extent not in accordance with the provisions set forth in paragraph 8 of Section 5(A) hereof.
5. Consumption of alcoholic beverages.
6. Use of the Property in any way that would interfere with the rights of other people to enjoy the peaceable use of their adjacent or nearby properties. Among the uses hereby prohibited are the playing of loud music, the assembly of crowds and the conduct of practices or performances by musical or athletic groups.
7. Conduct of any political, partisan, religious, sectarian or denominational activity(ies).
8. Any form of gambling, wagering or games of chance.
9. The storage, maintenance or other keeping of livestock, pets or animals of any type.
10. Construction or installation of any permanent buildings, improvements or fixtures; provided, that the construction of Permitted Improvements shall be permitted to the extent set forth in paragraph 6 of Section 5(A) hereof.
11. Installation of any asphalt, concrete, brick or other paving materials; provided, that the construction of Permitted Improvements shall be permitted to the extent set forth in paragraph 6 of Section 5(A) hereof.

12. Storage of vehicles, machinery, equipment or any personal property not used directly in the cultivation of the Property.
13. Dumping or disposal of any waste, refuse, garbage or other material.
14. Operation of any motorized vehicle.
15. No private and/or public parking.

The Landlord reserves the right to further determine and declare other uses to be prohibited. In any dispute regarding the use of the Property, the Landlord shall be the sole judge as to whether any particular use shall be allowed. In making such determinations, the Landlord shall act in a reasonable manner.

**6. Care of the Property.** The Tenant has inspected the Property and agrees to accept the Property in its present condition and understands that the Landlord has no obligation to make any improvement to that condition during the term of this Lease. The Tenant agrees to begin such activities as are necessary to bring the Property to a clean and neat condition within 15 days after the execution of this Lease, and to complete such cleaning within 45 days after the execution of this Lease. Thereafter, the Tenant agrees to maintain the Property in a clean and neat condition throughout the term of this Lease. If the Landlord determines, in its sole (but reasonable) discretion, that the Tenant has failed to maintain the Property in a clean and neat condition, the Landlord may so notify the Tenant in writing, whereupon the Tenant shall have twenty-four hours to restore the Property to a clean and neat condition. Failure to so restore the Property to a clean and neat condition shall constitute grounds for eviction pursuant to Section 17 of this Lease.

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

**8. Obligations Upon Termination of Lease.** The Tenant agrees to surrender the Property to the Landlord in a clean and neat condition at the time of termination of this Lease, and shall remove all tools and other equipment brought onto the Property by the Tenant or any person permitted to have access to the Property by the Tenant. In addition, the Tenant agrees to remove any and all of the following items, except to the extent waived in writing by the Deputy Mayor/Director of Economic and Housing Development of, the Landlord: (i) any and all removable boxes brought onto the Property for purposes of cultivation pursuant to paragraph 2 of Section 5(A) of this Lease, together with the contents thereof, (ii) any and all Permitted Improvements constructed on the Property pursuant to paragraph 6 of Section 5(A) of this Lease, except to the extent permitted to remain thereon pursuant to said paragraph 6, and (iii) any and all Vegetation then remaining on the Property. Any and all additional soil brought onto the Property and mixed into the ground soil pursuant to paragraph 4 of Section 5(A) of this Lease shall be permitted to remain on the Property upon termination of the Lease.

**9. Notice of Anticipated Lease Renewal.** If the Tenant wishes to be considered for a renewal of this Lease, it shall so notify the Landlord in writing by no later than November 15.

Although formal award of a new Lease may not be made by the Landlord until after the start of the succeeding calendar year, the Landlord may, by notice to the Tenant, indicate the Landlord's non-binding expectation that a renewal lease will be offered to the Tenant for the succeeding calendar year. In considering applications for renewal, the Landlord shall pay particular attention to the degree to which anticipated Municipal Benefits have been realized during the term of this Lease. Such notice of anticipated lease renewal may contain conditions which must be satisfied prior to an offer of a renewal lease, but shall in all respects be non-binding upon the Landlord. If the Tenant has received a notice of anticipated lease renewal (and, if said notice contains conditions, if the Tenant establishes to the satisfaction of the Deputy Mayor/ Director or Economic and Housing Development of the Landlord or his designee that such conditions are likely to be met), then notwithstanding the provisions of Section 8 of this Lease, the Tenant may, at its sole risk, permit the items described in clauses (i), (ii) and (iii) of Section 8 of this Lease to remain on the Property following expiration of this Lease and pending execution and delivery of the anticipated renewal lease; provided, that the requirements of Sections 15 and 16 of this Lease shall be deemed to continue in full force and effect following the termination date of this Lease for so long as the Tenant causes such items to remain on the Property (or until the anticipated renewal lease is executed, at which time the provisions thereof shall govern).

**10. Compliance with Laws.** The Tenant must comply with the laws, orders, rules and requirements of all governmental authorities and insurance companies which have issued or are about to issue policies covering this Property and/or its contents.

**11. No Assignment or Sublease.** The Tenant may not sublease the Property or assign this Lease.

**12. Entry by Landlord.** Upon reasonable notice, the Landlord may enter upon the Property to provide services, inspect, repair, improve or show it. The Tenant must notify the Landlord if the Tenant will be away for 10 days or more. In case of emergency or the Tenant's absence, the Landlord may enter upon the Property without the Tenant's consent.

**13. Utilities.** Where applicable, the Tenant agrees to pay all utilities, including gas, water, sewer, electricity, light, power and other services used and all leasing, maintenance and repair costs. The rent paid to the Landlord is intended to be free from all charges and does not require the Landlord to pay any expenses for the premises.

**14. Notices.** Any notice under this Lease to be given to the Tenant by the Landlord may be mailed to the Tenant at the address listed in this Lease or any other address that the Tenant has placed in writing on file with the Clerk of the City of Newark prior to the mailing of the notice. Any notice to be mailed to the Landlord must be mailed to the following address Division of Property Management, 920 Broad Street, Room 421, Newark, New Jersey 07102.

**15. Insurance.** The Tenant shall, if it is a corporation or if such insurance is otherwise required by the Deputy Mayor/Director of Economic and Housing Development, maintain at its expense during the Term of this Lease insurance covering the activities of the Tenant and each person permitted to be present on the Premises, in respect of the Property and any litigation, claims, demands, liability, losses, costs and expenses arising out of or from the Tenant's access

to and use of the Property, including the construction of any Permitted Improvements thereon. If insurance is required pursuant to this Section 15, then as a condition to access the Property under this Lease, the Tenant shall provide the Landlord with certificates of insurance evidencing that the Tenant has secured liability insurance providing coverages with the following limits: (i) \$1 million per occurrence and \$2 million annual aggregate for commercial general liability and (ii) a minimum of \$3 million excess liability insurance coverage. All insurance policies required hereunder shall list the Landlord as an additional insured. If insurance is required pursuant to this Section 15, then the Tenant shall also, at its expense, during the Term of this Lease maintain (x) a Statutory Workers Compensation and Employers Liability policy inclusive of coverage for volunteer workers with minimum limits of \$500,000 each accident / \$500,000 policy limit by disease / \$100,000 bodily injury for each employee and (y) insurance against damage, destruction by fire and the perils commonly covered under extended coverage endorsement to the extent of the full insurable value thereof. The Tenant hereby waives any property damage claim which it may in the future have against the Landlord to the extent the Tenant's damages are covered by its own insurance. Such policies shall also provide that they are primary to and not contributing with, any policy carried by the Landlord covering the same loss. In addition, such policies shall include satisfactory "hold harmless" language in accordance with either paragraph A or paragraph B of the "Insurance Requirements" annex attached hereto.

**16. Indemnification.** The Tenant agrees to indemnify, hold harmless and defend the Landlord, and its officers, agents, affiliates, representatives and employees (collectively, the "Indemnitees"), from and against any and all causes of action, damages, claims, demands, judgments, liens, litigation, liability, penalties, orders, loss, cost or expense (including without limitation reasonable attorney's fees and court costs) which may at any time be asserted against or incurred by the Indemnitees or any one or more of them, (i) arising out of or in connection with the use of the Property by the Tenant or by any person permitted by the Tenant to have access to the Property, (ii) occurring upon the Property during the term of this Lease, or (iii) due to the acts or omissions of the Tenant or of any person permitted by the Tenant to have access to the Property.

**17. Eviction.** Any failure by the Tenant to fully comply with the terms, conditions, requirements and regulations of this Lease as herein contained shall be considered as a breach of the conditions of this Lease, whereupon the Landlord may declare said Lease terminated and Tenant evicted. The Tenant shall be responsible to pay all costs, including reasonable attorney fees, related to the eviction.

**18. Termination.** The Landlord may terminate this Lease, with or without cause, at any time during the Term of this Lease by giving the Tenant thirty (30) days written notice.

**19. Payments by Landlord.** If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant. Failure to pay such costs upon demand is a violation of this Lease.

**20. Subordination.** This Lease and the Tenant's rights are subject and subordinated to present and future mortgages, liens, land sale contracts and redevelopment agreements on or

affecting the premises. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

**21. Inclusion of Resolution.** All conditions to be performed by the Tenant which are stated in the Resolution or Ordinance adopted by the Municipal Council of the Landlord approving and/or authorizing the execution and delivery of this Lease are considered part of the terms of this Lease and must be performed by the Tenant.

**22. 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, subject to approval by the Municipal Council of the Landlord.

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

**24. No Waiver by Landlord.** The Landlord does not give up any rights by accepting rent or by failing to enforce any terms of this Lease.

**25. Signatures.** The Landlord and the Tenant agree to the terms of this Lease. If a corporation makes this Lease, its proper corporate officers have signed and its corporate seal is affixed.

**26. Certain Political Contributions Prohibited; Reporting of Certain Contributions.**

A. During the term of this Lease, neither the Tenant nor any person or business entity having an "interest" in the Tenant (as such term is defined in Chapter 19, P.L. 2004) shall make any reportable contribution to any municipal committee of a political party in The City of Newark or to any candidate committee of any person serving, or seeking to serve, as an elected official of The City of Newark. The parties acknowledge that, as the Tenant is a nonprofit corporation, no person or entity currently has such an "interest" in the Tenant.

B. In addition, by executing this Lease, the Tenant certifies that neither it nor any other person or business entity aggregated with the Tenant as a single "Business Entity" (as such term is defined in the hereinafter-defined Executive Order), that it has neither made nor will make a prohibited "Contribution" (as such term is defined in the Executive Order) in violation of any applicable federal or state laws, or City ordinances, including but not limited to, the Executive Order on Pay to Play Reform (MEO-07-001), as it may be amended from time to time (the "Executive Order"). The parties acknowledge that any person serving as an officer of the Tenant shall be so aggregated, but that a person shall not be so aggregated solely because such person serves as a trustee of the Tenant. Any such failure to comply shall constitute a breach of the Lease.



Witnessed or Attested by:

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KENNETH LOUIS,  
CITY CLERK

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WILLIE PARKER,  
CORPORATION COUNSEL

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- TENANT

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BAYE ADOFO-WILSON,  
DIRECTOR OF ECONOMIC AND HOUSING DEV