

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE PARK SERVICE**

**FARM LEASE**

**THIS LEASE**, made the \_\_\_\_\_ day of \_\_\_\_\_ in the year Two Thousand and Sixteen (2016)

**BETWEEN**

**THE STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE PARK SERVICE  
MAIL CODE 501-04C  
PO BOX 420  
TRENTON, NEW JERSEY 08625 -0420**

hereinafter referred to as Landlord,

**AND**

hereinafter referred to as Tenant.

**WHEREAS**, Landlord owns certain land and improvements herein below described as the Premises;

**WHEREAS**, Landlord administers the Premises as part of \_\_\_\_\_ State Park under the authority of N.J.S.A. 13-1L-1 et seq.;

**WHEREAS**, Tenant was the successful bidder on this Farm Lease at a public auction held by Landlord on \_\_\_\_\_;

**WHEREAS**, Landlord has determined that entering into this Farm Lease is consistent with its mission to protect and manage land for outdoor recreation purposes, will not interfere with reasonably anticipated plans for the development, management, and operation of the Premises, and that the best interests of the State of New Jersey will be served by entering into this Lease; and

**WHEREAS**, Landlord and Tenant entered into and executed that certain Right of Entry Agreement dated \_\_\_\_\_ to provide Tenant access to the Premises, as herein below described, to prepare the Premises for planting in the Spring of 2016 in advance of approval and execution of this Farm Lease; and

**WHEREAS**, on \_\_\_\_\_, the State House Commission provided its approval for this Farm Lease; and

**WHEREAS**, Landlord is now prepared and willing to enter into this Farm Lease under the provisions, covenants, terms, and conditions hereinafter described; and

**NOW THEREFORE**, in consideration of the payment of rent by Tenant and as hereinafter provided and the mutual covenants hereinafter made, the parties hereto agree as follows:

**THAT IN ACCORDANCE** with the provisions of N.J.S.A. 13-1L-6 et seq., Landlord does hereby lease to Tenant and Tenant does hereby hire from Landlord for the term herein below provided:

**ALL** that certain land and improvements thereon ("Premises") designated as a portion of Block \_\_\_\_\_, Lot \_\_\_\_\_ and designated on the Tax Map of the municipality of \_\_\_\_\_, County of \_\_\_\_\_

\_\_\_\_\_, State of New Jersey. The Premises, comprising approximately \_\_\_\_\_ acres and are more fully and particularly described on the Map of the Premises attached to and made a part of this Lease as Exhibit A.

Landlord and Tenant hereby mutually covenant and agree as follows:

## 1. TERM

A. This Farm Lease ("Lease") shall be in effect for a period of five (5) "Lease Years" ("Initial Term") commencing on the Effective Date unless sooner terminated as hereinafter provided or unless extended pursuant to Paragraphs 1B and 6F herein. The Effective Date shall be the date as indicated by the date on the first page herein. As such, the term "Lease Year" shall mean a period of twelve consecutive months beginning on January 1 and ending on December 31, except with respect to the "First Lease Year", which shall commence on the Effective Date and shall expire on December 31<sup>st</sup> of the calendar year that includes the Effective Date.

B. Provided that no event of default has occurred and is continuing, Tenant may request that the Term of this Lease be renewed for an additional five (5) Lease Years ("Renewal Term") by giving Landlord written notice of Tenant's request to renew no less than eighteen (18) months prior to the scheduled expiration of the Initial Term. The Tenant may with written notice request a total of three (3) five year Renewal Terms. The Initial Term and the Renewal Term are hereinafter collectively referred to as the "Term." Landlord reserves the right to disapprove renewal of this Lease if Landlord determines that Tenant has not satisfactorily complied with the terms and conditions set forth herein or that continued leasing of the Premises is not consistent with reasonably anticipated plans for development and/or use of the Premises by Landlord. If Tenant does not notify Landlord of Tenant's intent to renew as above provided or if Landlord does not offer a renewal Lease within twelve (12) months of the scheduled expiration date of the Initial Term, this Lease shall expire as herein provided. If Landlord offers a renewal Lease, Tenant shall give Landlord written notice of Tenant's acceptance or rejection of the renewal Lease at least six (6) months before the expiration of the Initial Term. If Tenant fails to notify Landlord of Tenant's acceptance in the manner and within the time above provided, it shall be considered a rejection, and Tenant shall vacate the Premises at the expiration of the Term. If Tenant accepts the renewal Lease, it shall become effective on January 1<sup>st</sup> of the first Lease Year of each Renewal Term. Tenant's right to request renewal of this Lease shall not be construed as an option to renew. The renewal Lease may contain reasonable changes including, but not limited to, any change in Rent or description of the Premises.

C. The term of this Lease may be extended pursuant to Paragraph 6F herein.

## 2. RENT

A. Tenant shall pay to Landlord an annual rent ("Rent") in the amount of \$\_\_\_\_\_ per year. Rent for the First Lease Year shall be due on the Effective Date of this Lease and for every year thereafter on January 1<sup>st</sup> of each Lease Year.

B. All Rent shall be paid by check made payable to "**Treasurer, State of New Jersey**" and delivered to:

Department of Environmental Protection  
Natural & Historic Resources  
Office of Leases & Concessions  
Mail Code 501-04C  
PO Box 420  
Trenton, NJ 08625-0420

If any check for payment is returned to Landlord, all future payments shall be made by certified check or money order.

D. Any payment of Rent not made on or before the dates provided in Subparagraph A of this Paragraph shall be considered past due. All past due amounts shall be assessed a monthly

penalty of five percent (5%) of the total amount due calculated on the tenth (10th) day of each month after the due date and every thirty (30) days thereafter.

E. The cost of enforcing Tenant's compliance with this Lease shall be "Additional Rent." If Landlord incurs any expense, including reasonable attorney's fees, due to the breach of this Lease by Tenant or Tenant's failure to perform any obligation of Tenant hereunder, Tenant shall be liable for payment of such expense as Additional Rent added to and as part of the next payment of Rent due after Landlord notifies Tenant of such Additional Rent. Nonpayment of Additional Rent gives Landlord the same rights against Tenant as does nonpayment of Rent.

F. If this Lease is renewed pursuant to Paragraph 1 herein or is extended pursuant to Paragraph 6F herein, the Rent shall be increased to reflect the current fair market value of the Leased Premises as determined by changes in the Consumer Price Index or value of similar real estate rentals. However, if the Consumer Price Index and value of similar real estate rentals decreased or remained stable the Rent shall not decrease.

### 3. CONDITION OF PREMISES

A. The Premises are leased to and accepted by Tenant in their present condition and without representation or warranty of any kind by Landlord, including, without limitation, any representations or warranty of fitness for a particular purpose. Tenant has made a physical inspection of the Premises and has found the same satisfactory for all purposes of this Lease except for those pre-existing conditions listed in Exhibit B. All pre-existing conditions, including deteriorated conditions of improvements and fixtures and areas containing trash and debris, if any, are described in Exhibit B, which is attached hereto and incorporated herein.

B. If a Recreational Trail ("Trail") passes over the Premises, it will be open to the public and the Tenant agrees:

- (i) To work with the State Park Service and identified Trail maintainers on the placement of the footpath through the Premises and the designation of the appropriate footpath crossing for farm equipment.
- (ii) To exercise care not to block the Trail in any manner.
- (iii) To safeguard in place any painted blazes, monuments, flag markers, survey markers or signs for the Trail.
- (iv) To encourage the use of stiles (which may be installed by Trail maintainers) where the Trail must cross fences to provide safe and efficient fence crossings.

### 4. USE OF PREMISES FOR AGRICULTURAL PRODUCTION

A. Tenant shall have possession and use of the Premises solely for Agricultural Production Purposes, which shall be defined as and limited to the following uses:

- (i) grazing animals, the production and harvesting of crops and plants, excluding nursery stock, sod, hay, and trees, unless specifically permitted by Landlord and
- (ii) the use and application of techniques and methods of soil preparation and management, fertilization, weed, disease and pest control, irrigation, drainage, and water management.

B. Tenant shall not be permitted to use the Premises for greenhouse production, raising of non-farm animals, forestry, mining, or removal of natural resources unless specifically permitted by Landlord in Exhibit C.

C. Tenant shall not use the Premises for any purpose or in any manner other than as expressly provided in this Lease. No use or manner of use shall be implied from the purposes expressed herein. Tenant shall not conduct or allow any use of the Premises which would in any way: (i) make void or voidable any insurance that is, at the time of such use, in effect for the Premises; (ii) involve or cause any hazardous or dangerous work conditions, emergency conditions, or other operations detrimentally affecting the health, safety, or welfare of persons on site or the public or the condition of the Premises or neighboring properties; or (iii) violate any federal, State, or local law, ordinance, or rule.

D. Tenant shall not store, maintain, or repair any tangible personal property on the Premises unless such property is directly associated with Agricultural Production Purposes on the Premises.

E. If Tenant does not use the Premises or any part thereof for a growing season without first obtaining Landlord's written approval, Landlord may consider the farm operation abandoned and treat the Lease as terminated after giving thirty (30) days' written notice to Tenant by Certified Mail, Return Receipt Requested. Within thirty (30) days of the mailing of the notice, Tenant shall either, notify Landlord of Tenant's intent to use the Premises for the next growing season or cease all use and occupancy of and vacate the Premises. Notwithstanding any other provisions of this Lease, Tenant shall not be entitled to any opportunity to cure after the thirty (30) days. Tenant shall be liable to Landlord for all damages suffered by Landlord by reason of such abandonment and termination.

In the event that Tenant has enrolled the Premises in a subsidized program pursuant to Paragraph 6 herein, and this Lease is terminated prior to fulfilling the terms of enrollment in the subsidized program, Tenant shall be solely liable for all costs and repayment of funds associated with early withdrawal from the subsidized program.

F. Private recreational hunting shall not be permitted on the Premises. Public recreational hunting shall be permitted on the Premises pursuant to N.J.A.C. 7:25.

G. Tenant may not seek or obtain depredation permits from the New Jersey Department of Environmental Protection, State Park Service, or any other State or federal agency for use on the Premises, unless specifically approved in writing by Landlord.

## **5. FARMING AND CONSERVATION PRACTICES**

A. Tenant shall improve, maintain, and operate the Premises in an efficient and careful manner to conserve the Premises. Within thirty (30) days of the Effective Date of this Lease, Tenant shall apply to the USDA, Natural Resources Conservation Service (NRCS) on behalf of both Tenant and Landlord for a NRCS Farm Conservation Plan ("Farm Conservation Plan"), for the conservation and development of soil, water, and related natural resources on the Premises. Tenant shall provide Landlord with a copy of Tenant's Farm Conservation Plan prior to NRCS finalizing and approving the Plan. Subject to Landlord and NRCS approval, Tenant shall update the Tenant's Farm Conservation Plan as necessary to conserve the Premises. Tenant shall provide Landlord with a complete copy of Tenant's Farm Conservation Plan and all updates. Landlord reserves the right to review and approve, in writing, Tenant's Farm Conservation Plan and all updates prior to NRCS finalization and approval.

B. Proper implementation of the Farm Conservation Plan by Tenant is a condition of this Lease. Breach of this condition shall serve as grounds for termination of the Lease pursuant to Paragraph 24 herein.

C. Tenant shall maintain the basic natural conditions of the Premises that existed on the Effective Date of this Lease. Tenant shall not undertake any of the following changes to the Premises without first obtaining the express written approval of Landlord:

- (i) clearing land of trees and/or vegetation other than crops; and

- (ii) excavation or grading of soils (other than routine maintenance of hedgerows and vegetation and routine disturbance of soils necessary to plant Tenant's crops).
- (iii) composting or storing or stockpiling of trees, leaves, mulch or any vegetation

D. Tenant shall not apply liquid or dewatered sludge, sludge-derived product, or marketable residual product, as defined in N.J.A.C. 7:14A-1.2, to the Premises.

## **6. SUBSIDIZED PROGRAMS**

A. Tenant may list and/or enroll the Premises or any part thereof in any federal and/or State conservation or set aside program involving the suspension or limitation of crop or pasture production ("subsidized programs") on the Premises with the written approval of Landlord.

B. Tenant may enroll the Premises in a subsidized program, including a natural resource conservation program administered by the USDA, NRCS, within twenty-four (24) months of the effective date of this Lease, with the written approval of Landlord.

C. Tenant shall submit all agreements that Tenant is required to sign in connection with the subsidized program to Landlord and shall not sign any applications, agreements, or other documents in connection with the subsidized program without the written approval of Landlord.

D. Tenant shall be entitled to any monetary benefits payable under the subsidized program.

E. Tenant, Tenant's heirs, executors, administrators, successors, and assigns assume all risks and liabilities arising out of the enrollment of the farm in a subsidized program, and Tenant covenants to defend, protect, indemnify, and save harmless Landlord and hereby releases Landlord and each and every of its officers, agents, employees, successors, and assigns from and against any and all liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of actions, suits, claims, demands, or judgments of any nature arising from enrollment of the Premises in a subsidized program.

F. If the Premises is enrolled in a conservation program, Tenant is solely responsible for completing any projects required as a result of enrollment in the conservation program, within the Term of the Lease. Landlord shall have no responsibility to complete any of the Tenants Projects and Tenant shall be solely responsible for any costs or penalties resulting from Tenants projects enrolled in a conservation program.

## **7. CROP DAMAGE**

Landlord will avoid actions which cause damage to or destruction of Tenant's crops. Landlord shall not be responsible or compensate Tenant for damage to Tenant's crops because of vandalism, wildlife, fire, explosion, hunting, the elements, or any other cause beyond the reasonable control of Landlord.

## **8. TENANT'S WATER RIGHTS**

A. Water for agricultural use obtained by Tenant under Landlord's water rights shall be used only on the Premises and only for the permitted operations and required obligations of Tenant under this Lease. Landlord assumes no responsibility to Tenant for any water shortage from the source or sources of water under Landlord's water rights or from any source whatsoever; nor does Landlord warrant the quality or quantity of water obtained from any source or sources.

B. Tenant shall pay all acquisition, operation and maintenance, repair, diversion, and dispersion costs and any charges and/or water assessments connected with the use of water on the Premises for any purpose of Tenant.

***If Premises are adjacent to the Delaware and Raritan Canal, the following provision will be included in the Lease:***

C. Tenant shall not be permitted to divert water from the Delaware and Raritan Canal.

## **9. IMPROVEMENTS**

A. Tenant shall not commence or enter any contract for any physical change to the Premises (“Improvement”) without first obtaining Landlord’s written approval of an Improvement Plan for the Improvement *as well as the approval of the Delaware and Raritan Canal Commission (if applicable) and the Highlands Commission (if applicable)*. The Improvement Plan shall include, but not be limited to: (i) a description (including plans and specifications when deemed appropriate by Landlord) of each Improvement; (ii) a schedule for initiation and completion of each project; and (iii) a statement as to whether each project will be performed by Tenant or a contractor.

B. Improvements may include, but are not limited to:

- (i) installation of fencing, gates, locks or chains;
- (ii) any physical change in the landscape;
- (iii) installation of water systems; and
- (iv) soil and water conservation projects designed for the control and prevention of soil erosion and sediment damages, the control of pollution, or the impoundment, storage, and management of water.

C. Landlord’s approval of the Improvement Plan shall be based upon Landlord’s determination that the proposed Improvement implements Tenant’s obligations under this Lease and is consistent with both the purpose of this Lease and Landlord’s mission to protect and manage wildlife and manage land for outdoor recreation purposes.

D. Approval by Landlord of the plans and reports submitted by Tenant in accordance with this Lease shall not in any way relieve Tenant of responsibility for the technical accuracy thereof. Tenant shall, at Tenant’s sole cost and expense, correct or revise any errors omissions or other deficiencies in the plans and Improvements. Approval or acceptance thereof by Landlord shall not be construed as a waiver of any rights of Landlord under this Lease or of any cause of action arising out of the performance of this Lease.

E. Tenant shall obtain and maintain all licenses, permits, and approvals required by the appropriate federal, State, and local authorities for the Improvement. Landlord agrees to fully cooperate with Tenant in obtaining the same. Tenant shall provide Landlord with satisfactory written evidence that all such licenses, permits, and approvals have been obtained prior to commencement of the Improvement. Tenant shall assure that all work is done in compliance with the State Uniform Construction Code and all requisite licenses, permits, and other requirements of federal, State, and local authorities having jurisdiction.

F. Prior to the commencement of any Improvement, Tenant shall deliver to Landlord certificates of insurance showing that Tenant’s contractors and subcontractors have obtained insurance coverage during the period of construction, providing such coverage and amounts as may reasonably be required by Landlord.

G. All Improvements made without Landlord’s written consent or for which Tenant cannot document to the satisfaction of Landlord compliance with the requirements of all federal, State, and local authorities having jurisdiction shall be removed by Tenant on Landlord’s written demand. Tenant shall, at Tenant’s sole cost and expense, repair any damage to the Premises or any other State property caused by Tenant’s construction and removal of any unauthorized or unacceptable Improvement.

H. Upon the completion of any Improvement, Tenant shall, as a condition precedent to acceptance thereof by Landlord, deliver to Landlord: (i) copies of such permanent certificates of occupancy as shall be necessary for the use and occupancy of such Improvement; (ii) copies of the final and complete waiver by Landlord's general contractor and its subcontractors of their rights to file or assert a mechanic's lien against the Improvement or any part of the Premises; and (iii) a complete set of reproducible "as-built" drawings of the Improvement.

## **10. TITLE TO IMPROVEMENTS AND ACCEPTANCE**

Upon completion of Improvements in accordance with the approved Improvement Plan therefore and the requirements of federal, State, and local authorities having jurisdiction thereof and upon approval of such Improvements by Landlord, title to all Improvements shall be vested in and remain with Tenant for the duration of the term of this Lease as set forth in Paragraph 1A and including any Renewal Term as set forth in Paragraph 1B. All Improvements must be completed in accordance with the Improvement Plan approved by Landlord under Paragraph 9 hereof and must be in compliance with the requirements of all federal, State, and local authorities having jurisdiction.

## **11. MAINTENANCE, REPAIRS, AND UTILITIES**

A. Tenant shall maintain at all times eight (8) foot perimeters for all fields on the Premises (e.g., regular mowing, pruning of tree limbs, removal of debris) to enable Landlord to access the Premises pursuant to Paragraph 16 herein.

B. Tenant shall keep and maintain the Premises and any Improvements, equipment, and fixtures comprising part of the Premises in a neat, clean, safe, and sanitary condition. Tenant shall not allow any trash, debris, refuse, or any other waste material to accumulate on the Premises. Tenant shall, at Tenant's sole cost and expense promptly remove from the Premises and dispose of all trash, debris, refuse, or any other waste, except for those pre-existing conditions described in Exhibit B which is attached hereto and incorporated herein. Tenant shall participate in and comply with any recycling program in effect in the municipality in which the Premises are located. Where public access to the Premises is a required condition of this Lease, Tenant shall be responsible for removal of trash, garbage, and debris deposited on the Premises by the public.

C. Tenant shall keep and maintain the Premises, Improvements, utility systems, structural components, equipment, and fixtures comprising part of the Premises in good repair and condition, so as to minimize the effects of deterioration from age, use, and damage. . Landlord and Tenant agree that the base condition of each designated improvement to be maintained by Tenant is as described in Exhibit B. Upon the expiration or any termination of the Lease, Tenant shall deliver up peaceable possession of the Premises in as good repair and condition as they were delivered to Tenant at the commencement of this Lease, ordinary, wear, loss by fire, or unavoidable destruction excepted. Except as provided in Paragraph 16, Landlord shall not be required to maintain or repair the Premises or maintain, repair, or replace Improvements, structures, structural components, utility systems, equipment, or fixtures comprising part of the Premises.

D. Tenant shall be responsible for the payment of all utility services including, but not limited to, heating, electricity, gas, telephone, water and sewage. Landlord is not liable for any inconvenience, harm or damage caused by any stoppage or reduction of services not resulting from Landlord's act, omission, or neglect. Such stoppage or reduction shall not justify or excuse Tenant from paying Rent to Landlord.

E. If Tenant, after receipt of a written notice from Landlord describing Tenant's failure to comply with Tenant's obligations under this Paragraph (11), fails to comply, Landlord may terminate this Lease pursuant to Paragraph 24 hereof ("Termination") or, in its sole discretion, may enter upon the Premises and perform such work as Landlord determines is necessary to correct said condition and charge Tenant for the cost of such work.

## **12. COMPLIANCE WITH LAWS**

A. In the operation of the Premises and the conduct of any activity thereon, Tenant shall, at Tenant's sole cost and expense, comply with all duly promulgated and applicable federal, State, and local laws, ordinances, rules and orders affecting Tenant's operations and activities on the Premises. Such compliance shall include, but not limited to, compliance with the provisions of the State Park Service Code, N.J.A.C. 7:2-1 et seq. and the Division of Fish and Wildlife Rules, N.J.A.C. 7:25-1 et seq., or as subsequently in effect, in Tenant's use and occupancy of the Premises and any activities on adjacent land and waters owned and/or under the control of Landlord.

B. If Tenant is issued a summons or any notice of violation of any duly promulgated and applicable federal, State, or local law, ordinance, rule, or order (including any license, permit, certification, or approval) affecting the Premises or Tenant's operations and activities thereon, Tenant shall immediately forward a copy of the notice or summons to Landlord. Tenant shall have such period of time to correct said violation as is prescribed in the summons or notice. If such violation is not cured within the prescribed period or any extension thereof by the issuing agency, it shall be deemed a material breach of this Lease. Tenant shall indemnify Landlord against all liability, claims, loss, or payment of any kind arising from Tenant's failure or omission to comply with any license, permit, certification, authorization, approval, or any duly promulgated and applicable federal, State or local law, ordinance, rule, or order.

### **13. SECURITY**

Tenant shall, at Tenant's sole cost and expense, be responsible for security of the Premises. Landlord shall not be responsible to Tenant, its agents, employees, contractors, or invitees for personal injury, death, and/or loss, damage or destruction of equipment, supplies, materials, or personal property placed or stored on the Premises.

### **14. TAXES AND ASSESSMENTS**

Tenant shall promptly pay when due all taxes and assessments, together with interest and penalties thereon, that are levied upon or assessed with respect to the Premises or the leasehold estate hereby created. Tenant shall furnish to Landlord, within thirty (30) days after written demand therefor, proof of the payment of any such tax or assessment. Tenant's obligation under this Paragraph shall not include payment of "in-lieu" taxes, if any, which are the obligation of Landlord. If any tax or assessment is not paid in full prior to the expiration or termination of this Lease, said tax or assessment shall remain a continuing obligation of Tenant thereafter.

### **15. DEVELOPMENT OF STATE PROPERTY-NO INTERFERENCE WITH STATE PARK-HISTORICAL ARTIFACTS**

A. This Lease shall not be construed as affecting, limiting, or restricting Landlord's right to develop and use State-owned land adjacent to and adjoining the Premises for public recreation and conservation purposes.

B. If Landlord determines that the Premises are needed by the State for non-agricultural purposes, Landlord may terminate this Lease by one hundred eighty (180) days' written notice served upon Tenant by Certified Mail, Return Receipt Requested. In the event of such termination, Landlord shall not be liable to Tenant or any person claiming by or through Tenant for any losses, damages, costs or expenses, or other claims occasioned by such termination; however, Tenant shall be permitted to harvest crops planted prior to receipt of notice of termination. If the Tenant has enrolled the Premises in a subsidized program, and Landlord terminates the Lease pursuant to this Paragraph, Landlord shall be liable for all costs and repayment of funds associated with early withdrawal from the subsidized program.

C. Tenant shall conduct all operations and activities on the Premises so as not to interfere with, impair, or prevent the development, maintenance, and operation of the State Park and the safe use and enjoyment of the remainder of the State Park by the public.

D. If any historic artifacts or items appearing to be of a historical nature are uncovered or discovered during the course of Tenant's activities on the Premises, Tenant shall immediately notify



Landlord. Such historic articles are to be left in place until inspection by Landlord, who will ascertain their historic significance and issue instructions regarding handling and removal. Such items are the property of the State of New Jersey and shall be surrendered to Landlord's representatives.

## 16. ACCESS TO PREMISES

A. Landlord, its contractors, agents, employees, or designees, shall have the right of ingress and egress on, over, and across the Premises at any time for access to and the maintenance, development, operation, and security of adjacent or other State-owned property.

B. Landlord, its contractors, agents, employees, and designees shall also have the right to enter the Premises and any building or structure thereon at any reasonable time for the purpose of:

- (i) consulting Tenant;
- (ii) inspecting the Premises and Improvements to evaluate Tenant's operation thereof and to take such action as Landlord deems appropriate to assure compliance by Tenant with this Lease;
- (iii) taking such action as Landlord determines necessary to assure Tenant's compliance with this Lease;
- (iv) conducting any underground hydrological or other environmental testing program and/or investigating and remediating any contamination;
- (v) entering the Premises for any purpose related to management of the Premises as part of the State Park after notice of termination of this Lease is given; and
- (vi) correcting any condition resulting from Tenant's failure or omission to comply with this Lease or making such repairs or improvements as necessary to assure Tenant's compliance with this Lease.

C. Landlord shall, in accordance with the nature and extent of the activities to be undertaken as part of its access, exercise its rights in a manner intended to avoid or minimize damage to Tenant's property and crops and to avoid unreasonable interference with Tenant's activities and, except for emergency circumstances, Landlord shall endeavor to provide at least forty-eight (48) hours' notice to Tenant prior to entering upon the Premises.

D. Tenant shall not plant any trees and/or crops within twenty (20) feet of any building, structure, or ingress/egress point to the Premises.

E. Landlord may erect new gates to the access area of the Premises. Any new gate shall be installed in a manner that does not limit or restrict access to the Premises for farm equipment. Landlord shall provide Tenant with the means to unlock the gate.

F. Tenant shall not alter access to the State Park. Tenant shall not lock State Park access gates that are typically unlocked or unlock gates that are typically locked without the prior written approval of Landlord. If Tenant is not sure whether a gate is typically locked or unlocked, Tenant shall contact Landlord prior to locking or unlocking any gates. If a gate is locked by Landlord or Tenant, both shall have a means to unlock the gate.

G. Landlord shall ensure that Tenant has access to the Premises. Tenant shall notify Landlord immediately if access has been impaired. If restoring access requires a physical change to the Premises, Landlord shall either repair the impaired access or authorize Tenant to make the repair. If Tenant is authorized to make the repair, the repair shall be treated as an Improvement pursuant to Paragraph 9, and Tenant shall be required to obtain Landlord's written approval of an Improvement Plan and the associated cost prior to beginning any work. If Landlord approves the Improvement Plan and the cost, Tenant may deduct the cost of the repair from its next Rent payment.

## 17. SIGNS

Tenant shall not post or permit or otherwise allow others to post any temporary or permanent signs or advertisements of any description on the Premises without first receiving the express written approval of Landlord.

## 18. DAMAGE TO PREMISES

A. In the event of any damage to or destruction of the Premises, any Improvements thereon, or any other State property caused in whole or in part by Tenant, its contractors, agents, servants, employees, or invitees arising in whole or in part from Tenant's failure to implement Sound Farming and Conservation Practices (hereinafter collectively referred to as "damage"), Tenant shall, at Tenant's sole cost and expense, promptly repair such damage. All determinations as to whether Tenant has implemented Sound Farming and Conservation Practices shall be made by Landlord in consultation with NRCS or the appropriate Soil Conservation District, and if a Farm Conservation Plan has been approved for the Premises, the determination shall be made on the basis of such approved Plan. If Landlord determines that such damage should not be repaired, Tenant shall be responsible to Landlord for the diminution in value of the Premises. In the event that Tenant, fails to comply with Tenant's obligations under this Paragraph after receiving written notice of damage, Landlord may terminate this Lease pursuant to Paragraph 24 ("Termination") or, in its sole discretion, enter upon the Premises and perform such work as Landlord determines is necessary to correct said damage. Tenant shall, after written demand therefor by Landlord, reimburse Landlord for all costs incurred by Landlord in performance of such work. Landlord shall not be liable to Tenant or any person claiming by or through Tenant for any loss occasioned by the damage or destruction of the Premises and/or any Improvements thereon. This Lease shall not be construed to require or obligate Landlord to cause any damage to the Premises to be repaired for the benefit of Tenant.

B. All repairs by Tenant of Damage to the Premises and/or any other State property comprising part of the State Park shall be completed in accordance with plans and specifications submitted to and approved by Landlord. The parties shall comply with all the requirements and procedures set forth in Paragraph 9 hereof to the same extent as though the repair is an Improvement.

## 19. INDEMNIFICATION

A. Tenant shall, for Tenant, its successors, and assigns, assume all risks and liabilities arising out of Tenant's use and occupancy of the Leased Premises. Tenant covenants to defend, protect, indemnify, and save harmless Landlord and each of its officers, agents, employees, successors, and assigns and hereby releases Landlord and each of its officers, agents, employees, successors, and assigns from and against any liabilities, losses, damages, costs, expenses (including reasonable attorney's fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising or allegedly arising in whole or in part from:

- (i) any injury to, or the death of, any person in or on, or any damage to property which occurs in, on, or about the Premises, any building/Improvements thereon, or upon any sidewalk or walkway within the Premises or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Premises, building/Improvements, or any part thereof, and construction or repair of any building/Improvements on the Premises;
- (ii) violation of any agreement or condition of this Lease by Tenant, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Tenant;
- (iii) violation by Tenant of any contracts, agreements, or restrictions of record concerning the Premises;
- (iv) failure or omission to comply with any insurance policy required under this

Lease or any federal, State, or local law, ordinance, rule, or order affecting the Premises or Tenant's use thereof; or

- (v) any act, error, or omission by Tenant, its agents, employees, contractors, invitees (express or implied), or anyone claiming by or through Tenant in the performance of this Lease.

B. Tenant agrees that any contract with its contractors and consultants shall require such contractors and consultants to defend, indemnify, protect, and save harmless Landlord and release Landlord and their officials and employees from and against any suits, claims, demands, or damages of whatever kind or nature arising out of or claimed to arise out of in whole or in part any negligent, reckless or wrongful act, error, or omission of the contractor, consultant, or their agents, subcontractors, servants, and employees in the performance of any work or professional services on or for the benefit of the Premises.

C. Landlord and Tenant shall, as soon as practicable after a claim has been made against either of them, give written notice thereof to the other along with complete particulars of the claim. If a suit is brought against Landlord, Tenant, or any of their agents, subcontractors, servants, or employees, they shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of their representatives.

D. It is expressly agreed and understood that any approval by Landlord of the work performed or reports, plans, and specifications provided by Tenant shall not operate to limit the obligations of Tenant assumed pursuant to this Lease.

E. Tenant's liability pursuant to this Paragraph (19) shall continue after the termination or expiration of this Lease with regard to causes of action arising or claimed to arise prior to the termination or expiration hereof and/or obligations of Tenant under this Lease which survive such termination or expiration.

F. This indemnification is not limited by, but is in addition to, the insurance obligations contained in this Lease.

G. The provisions of this Paragraph (19) shall in no way limit the obligations assumed by Tenant under this Lease, nor shall they be construed to relieve Tenant from any liability or to preclude Landlord from taking any other actions available to it under any provisions of this Lease or at law or in equity.

## 20. INSURANCE

A. Tenant shall, at Tenant's sole cost and expense, obtain and maintain at all times during the term of this Lease, insurance on the Premises for damages imposed by law and assumed under this Lease, of the types and in the amounts hereinafter provided:

- (i) Commercial General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability. Limits of liability shall be maintained at the level of One Million (\$1,000,000.00) Dollars for each occurrence of bodily injury and property damage liability;
- (ii) Property insurance to cover loss or damage on an "all risk" of physical loss form of coverage against fire, water, wind, storm, loss, theft, and damage on any structures on the Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Tenant and located in or on the Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, and

contents. The value of said structures, fixtures, equipment, and contents shall be determined by Tenant using whatever procedures Tenant considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Landlord in connection with any loss or damage covered by the policy;

- (iii) Worker's Compensation applicable to the Laws of the State of New Jersey and Employer's Liability Insurance with limits of not less than One Million (\$1,000,000.00) Dollars per occurrence for bodily injury liability and One Million (\$1,000,000.00) Dollars occupational disease per employee with an aggregate limit of One Million (\$1,000,000.00) Dollars occupational disease; and
- (iv) Such other insurance and in such amounts as may from time to time be reasonably required by Landlord.

B. Tenant shall require any person providing any service and/or conducting any activity on the Premises as part of Tenant's use and occupancy thereof to secure and maintain in force at all times during the provision of any service and/or conduct of any activity thereon as part of Tenant's use and occupancy of the Premises, insurance coverage of the types and in at least the minimum amounts required under subparagraph A.

C. All policies of insurance shall provide that the proceeds thereof shall be payable to Landlord and Tenant as their respective interests may appear. All insurance coverage required to be maintained by Tenant on the Premises in accordance with this Lease shall be issued by an insurance company authorized and approved to conduct business in the State of New Jersey and shall name the **State of New Jersey, Department of Environmental Protection Lease # \_\_\_\_\_** as an additional insured.

D. When Tenant returns this Lease, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a certificate of insurance evidencing that Tenant has obtained all insurance coverage in accordance with this Lease. A copy of the certificate of insurance shall be attached to this Lease as Exhibit B. Failure to provide a certificate of insurance at the time of Tenant's execution of this Lease shall render this Lease null and void. The certificate of insurance shall provide for thirty (30) days' notice, in writing, to Landlord prior to any cancellations, expiration, or non-renewal during the term the insurance is required to be maintained in accordance with this Lease. Tenant also shall provide Landlord with valid certificates of renewal of the insurance upon the expiration of the policies so that Landlord is continuously in possession of current documentation that Tenant has obtained and is maintaining in full force and effect all insurance required under this Lease. Tenant also shall, upon request, provide Landlord with copies of each policy required under this Lease certified by the agency or underwriter to be true copies of the policies provided by Tenant. Tenant shall not allow any contractor or subcontractor to engage in any activity on the Premises without first submitting to Landlord a current certificate of insurance showing that the contractor or subcontractor has obtained insurance coverage in accordance with the requirements of this Lease. Tenant shall deliver the certificates to Landlord's address in this Lease.

E. Tenant expressly understands and agrees that any insurance protection required by this Lease shall in no way limit Tenant's indemnification obligations assumed in this Lease and shall not be construed to relieve Tenant from liability in excess of such coverage, nor shall it preclude Landlord from taking such other actions as are available to it under any provision of this Lease and as otherwise provided for at law or in equity.

F. The limits of insurance policies described in this Paragraph (20) shall be reviewed by Landlord and Tenant every two (2) years. Tenant shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the United States Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

## 21. REPORT OF INJURY

Any injury that shall occur to Tenant, its servants, agents, or invitees requiring medical intervention of which Tenant shall be notified shall be reported to Landlord immediately and in writing within twenty-four (24) hours of the incident.

**22. ASSIGNMENT OR SUBLEASE OF PREMISES**

Tenant shall not sublease the whole or any part of the Premises, nor shall Tenant assign or transfer this Lease or Tenant's responsibilities under this Lease or the operations authorized hereunder, without first obtaining Landlord's express written approval thereof and upon such terms and conditions required by Landlord. Tenant shall notify any prospective assignee or sublessee that any assignment or sublease is void and of no effect unless same is first approved by Landlord. Such assignment or subletting shall be in writing, and Tenant shall furnish Landlord with a copy of same and an Lease in writing wherein the assignee or subtenant assumes and agrees to be jointly and severally, directly, and primarily liable with Tenant to keep, observe, and perform all of the covenants, conditions, and obligations to be kept, performed, and observed under this Lease on the part of Tenant. Any assignment or sublease made without first obtaining Landlord's express written approval thereof shall be null and void and shall, in the discretion of Landlord, constitute grounds for termination of this Lease after thirty days written notice without an opportunity to cure.

**23. SUSPENSION OF OPERATIONS**

Tenant shall, at the direction of Landlord, immediately suspend, delay, or interrupt all or any part of its operations or use of the Premises as Landlord determines to be appropriate. Any suspension shall be effective immediately upon notification of Tenant by Landlord in writing. The primary reasons for issuance of such an order will be: (i) failure by Tenant to comply with any of the obligations and responsibilities on its part to be performed under this Lease; and/or (ii) any reason including but not limited to the occurrence of hazardous work conditions, emergency conditions, unusually violent weather conditions or the threat thereof, or any other reason where continuation of activities by Tenant may detrimentally impact State-owned property and/or the health and safety of the public or, persons on site. Any suspension under item (i) above shall be in effect until Tenant resolves, to the satisfaction of Landlord, its failure to comply with any of the obligations and responsibilities on its part to be performed under this Lease. Tenant's failure to comply shall be described in the written notice. Any suspension under item (ii) above shall be effective until the reason for closure no longer exists. Tenant hereby waives any claim for damages or compensation as a result of Landlord's action under this Paragraph. Landlord's rights under this Paragraph shall be in addition to and shall not limit any other right or remedy available to Landlord under this Lease or otherwise at law or in equity.

**24. TERMINATION**

A. Tenant shall comply with the terms and conditions of this Lease. Failure to comply and/or the existence of any circumstance which Landlord determines to be in violation of the terms and conditions hereof shall be a material breach, which shall authorize Landlord to, terminate this Lease as follows (except where another method of termination is expressly prescribed elsewhere in this Lease) in addition exercising any other right or remedy provide for by law or in equity:

- (i) In the event of Tenant's failure to either: (a) maintain any of the insurance policies to the extent required under this Lease or provide Landlord with valid certificates of renewal of insurance upon expiration of the policies; or (b) pay when due any Rent, Additional Rent, taxes, or other sums required to be paid by Tenant hereunder; termination shall, in the discretion of Landlord, become effective ten (10) days after Tenant's receipt of written notice of such failure served by Certified Mail Return Receipt Requested if such failure is not cured, beforehand; and
- (ii) If Tenant's fails to perform and/or comply with any of the other covenants, Leases, and/or conditions herein contained. Upon receipt of a written notice of termination for violation served by Certified Mail, Return Receipt Requested, Tenant shall have thirty (30) days to begin to cure such violation as Landlord shall describe therein and an additional thirty (30) days to substantially cure such violation. If Tenant has not begun to cure such violation by the end of the first thirty (30) days, termination shall,

in the discretion of Landlord, be effective at the conclusion of such thirty (30) day period. If Tenant has begun to cure such violation within the first thirty days but does not substantially cure it within said sixty (60) day period, termination shall, in the discretion of Landlord, be effective at the conclusion thereof. In the event that the conditions which give rise to the default are of such nature that they cannot reasonably be remedied within the notice period, then such default shall not be deemed to continue so long as Tenant, after receiving such notice, proceeds to remedy the default as soon as is reasonably possible within the notice period and continues diligently to take all steps necessary to complete such remedy within a reasonable period of time.

B. If Landlord fails to cure any material default of Landlord of which it has been notified by Tenant in writing within the time reasonably required to cure such default, Tenant shall have the right to terminate this Lease, upon sixty (60) days' written notice of Tenant's intention to terminate hereunder, which right shall be in addition to any and all other remedies available to Tenant.

C. Notwithstanding Landlord's compliance with all terms and conditions herein, Tenant shall have the right to terminate this Lease upon ninety (90) days' written notice served upon Landlord by Certified Mail, Return Receipt Requested. Said notice shall include a comprehensive explanation and justification of Tenant's reasons for not continuing operations under this Lease. Within forty-five (45) days of receipt of Tenant's notice, Landlord and Tenant shall determine whether the reasons for termination can be resolved to their mutual satisfaction. In the event that Landlord and Tenant determine that said reasons cannot be resolved, termination shall become effective ninety (90) days after Landlord's receipt of the notice.

D. Expiration of this Lease or termination hereof by either party shall not release or discharge any payment, obligation, or liability owed to the other party or any third party under this Lease as of the date of such expiration or termination.

E. If Landlord exercises its right to terminate this Lease without breach of covenant on the part of Tenant, Landlord shall refund to Tenant any Rent paid in advance for the unexpired Lease Year. If Landlord exercises its right to terminate due to breach by Tenant, or if Tenant exercises its right to terminate this Lease under Paragraph 24C above (without breach of covenant on the part of Landlord), Tenant shall be liable for all Rents due for the Lease, subject to any duty to mitigate on behalf of Landlord. In the event that Tenant exercises its right to terminate this Lease under Paragraph 24B herein (due to breach by Landlord), Landlord shall refund to Tenant any Rent paid in advance for the unexpired Lease Year. In all cases, Tenant shall remain liable for all Additional Rent due.

F. This Lease shall not be terminated without providing sufficient time for Tenant to harvest its way going crops except where there has been a material breach by Tenant.

G. If Landlord exercises its right to terminate this Lease, with or without breach by Tenant, Landlord shall not be liable to Tenant or any other person claiming by or through Tenant for any losses, damages, costs, or expenses (including reasonable attorney's fees) or other claims occasioned by such termination except as expressly stated in the Lease.

H. In the event that Tenant has enrolled the Premises in a subsidized program pursuant to Paragraph 6 herein, and this Lease is terminated prior to fulfilling the terms of enrollment in the subsidized program, Tenant shall be solely liable for all costs and repayment of funds associated with early withdrawal from the subsidized program except where Landlord terminates the Lease pursuant to Paragraph 15B herein.

I. If Landlord terminates this Lease due to breach of covenant by Tenant, Landlord reserves the right not to enter into another lease with Tenant on land owned by the Landlord and reserves the right not to allow Tenant to sublease, or be a subcontractor on, land owned by Landlord.

## **25. END OF TERM**

In the event of any termination of or upon the expiration of this Lease, Tenant shall immediately cease all operations on the Premises and deliver up peaceable possession and use of the Premises to Landlord in at least as good condition as it was delivered to Tenant at the commencement of this Lease. Upon termination, Landlord may at once re-enter and remove any and all persons occupying the Premises. If Tenant shall fail to remove any personal property lawfully belonging to and removable by Tenant within the time prescribed by any notice of termination or before the stated expiration of this Lease, Landlord may appropriate the same to its own use without allowing any compensation therefore, or may remove the same at the expense of Tenant. In the event that Tenant removes any personal property, Tenant hereby covenants to pay any and all damages which may be caused to the Premises or other property of Landlord by said removal.

## **26. BANKRUPTCY**

If, during the Term of this Lease, Tenant shall make any assignment for the benefit of creditors, be decreed insolvent or bankrupt, admit in writing Tenant's inability to pay its debts, or if a receiver be appointed for Tenant, then Landlord may, at Landlord's option, terminate the Lease without an opportunity to cure by serving a notice thereof upon the assignee, receiver, trustee, or person in charge of Tenant's affairs. Such termination shall not release or discharge any payment of Rent, Additional Rent or liability then accrued and owing to Landlord.

## **27. CREATION OF LIENS OR ENCUMBRANCES BY TENANT**

A. Prior to the commencement of work by any contractor or subcontractor involving construction, alterations, additions, repair, or any other Improvement of the Premises, Tenant shall obtain from each contractor and subcontractor, in writing, each contractor's and subcontractor's agreement that it will not file liens or assert charges against the Premises or any part thereof arising out of or by reason of any labor or materials furnished or claimed to have been furnished or by reason of construction, alteration, additions, repair, or Improvement of any part of the Premises. Notice is hereby given that Landlord shall not be liable for any labor, services or materials furnished or to be furnished to or by Tenant or anyone using the Premises through or under Tenant and that no mechanic's or other such lien for any such labor or materials shall attach to or affect the interest of Landlord in and to the Premises.

B. Tenant shall not permit to remain and shall promptly discharge, at its own cost and expense, all liens and charges upon the Premises or part thereof arising out of or by reason of any labor or materials furnished or claimed to have been furnished or by reason of construction, alterations, additions, or repair of any part of the Premises. Upon completion of any work, Tenant shall provide Landlord with a signed copy of any and all lien(s), with said statement indicating that all contractors have been paid and all lien(s) have been discharged.

## **28. NO DISCRIMINATION**

Tenant must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

Tenant shall not discriminate in employment and agrees to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder, all of which statutes and rules and regulations are hereby incorporated by reference.

Specifically, Tenant shall not

A. discriminate against any person, employee, or applicant for employment because of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality. This provision shall include, but not be limited to, the following: employment; upgrading; demotion; transfer; recruitment; recruitment advertising; rates of pay or other forms of compensation; layoff or termination; and selection for training, including apprenticeship.

B. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the private access to and use of the Compound.

C. discriminate on the basis of race, creed, color, national origin, ancestry, age, sex, gender identity or expression, affectional or sexual orientation, marital status, familial status, liability for service in the Armed Forces of the United States, disability or nationality in allowing the public access to and use of the Comfort Station.

## 29. SOLICITATION

Tenant warrants that no person has been employed directly or indirectly to solicit or secure this Lease in violation of N.J.S.A. 52:34-15 and that N.J.S.A. 52:34-19, relating to the procurement and performance of this Lease, has not been violated by any conduct of Tenant, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

## 30. CONFLICTS OF INTEREST

A. Pursuant to New Jersey's Conflicts of Interest Law, N.J.S.A. 52:13D-12 et seq., Tenant shall not pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Landlord of Environmental Protection or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from the Tenant shall be reported in writing forthwith by the Tenant to the Attorney General and the Executive Commission on Ethical Standards.

C. Tenant may not, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in Tenant to any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

D. Tenant shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

E. Tenant shall not cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for Tenant or any other person.

F. The provisions cited above shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with Tenant under the same terms and conditions as are offered or made available to members of the general



public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 3c of Executive Order 189.

**31. HOLDOVER TENANCY**

If Landlord permits Tenant to remain in possession of the Premises after expiration of this Lease without executing a new Lease, Tenant shall occupy the Premises subject to all the terms, covenants, and conditions contained in this Lease unless modified by a subsequent Lease amendment and/or extension. Such holding over by Tenant shall not constitute a renewal or extension of this Lease. Landlord may elect to treat Tenant as one who has not removed at the end of its Term and shall thereupon be entitled to all the remedies against Tenant as provided by law.

**32. NOTICES**

All submissions, approvals, and notices required under this Lease shall be forwarded by Certified Mail, Return Receipt Requested, and addressed as follows:

TO LANDLORD: State of New Jersey  
Department of Environmental Protection  
Natural & Historic Resources  
Office of Leases & Concessions  
Mail Code 501-04C  
PO Box 420  
Trenton, NJ 08625-0420

TO TENANT:

Either party may change such address by mailing to the address above a notice of change at least ten (10) days prior to such change.

**33. SUPERSEDES - ENTIRE LEASE - AMENDMENTS**

This Lease supersedes and cancels all previous leases, permits, or agreements covering the Premises and represents the entire agreement between the parties. All negotiations, oral agreements, and understandings are merged herein. This Lease may be amended, supplemented, changed, modified, or altered only upon mutual agreement of the parties hereto in writing.

**34. WAIVER - CUMULATIVE REMEDIES - GOVERNING LAW**

A. Failure of either party to this Lease to complain of any act or omission on the part of the other party, no matter how long same may continue, shall not be deemed a waiver by said party of any of its rights hereunder. No waiver by either party at any time, express or implied, of breach of any provision of this Lease shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by either party hereto shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies which either party may have under this Lease or by operation of law, either at law or in equity, by reason of a breach by the other party, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two or more or all of such rights and remedies may be exercised at the same time. Acceptance by either party of any of the benefits of this Lease with knowledge of any breach thereof by the other party shall not be deemed a waiver by the party receiving the benefit of any rights or remedies to which it is entitled hereunder or by law.

B. This Lease shall be governed by and interpreted in accordance with the Laws of the State of New Jersey and any legal actions filed hereunder shall be filed in the courts of the State of New Jersey.

**35. PEACEFUL ENJOYMENT**

Landlord agrees that Tenant, upon paying the Rent and performing the other covenants contained herein, shall peaceably and quietly have, hold, and enjoy the Premises for the above stated Term.

### **36. NO THIRD PARTY BENEFICIARIES**

There shall be no third party beneficiaries of this Lease, and no person, firm, or entity not a party to this Lease shall be entitled to claim any right, benefit, or presumption from or estoppel by this Lease.

### **37. INDEPENDENT PRINCIPAL**

Tenant shall, at all times, act as an independent principal and not as an agent or employee of Landlord. Tenant agrees not to enter into any Lease or commitment on Landlord's behalf.

### **38. SUCCESSION AND BINDING EFFECT**

Except as otherwise set forth herein, all of the terms and provisions of this Lease shall be binding upon and shall benefit Landlord's successors and assigns and Tenant's heirs, executors, administrators, successors, and assigns.

### **39. PAY TO PLAY (IF APPLICABLE)**

A. Pursuant to N.J.S.A. 19:44A-20.13, et seq. (P.L.2005, c.51) and specifically N.J.S.A. 19:44A-20.21, and Executive Order No. 117 (2008) it shall be a breach of the terms of this Farm Lease for Tenant to: (1) make or solicit a contribution in violation of P.L.2005, c.51; (2) knowingly conceal or misrepresent a contribution given or received; (3) make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution; (4) make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor, or to any State or county party committee; (5) engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by Tenant itself, would subject that entity to the restrictions of P.L.2005, c.51; (6) fund contributions made by third parties, including consultants, attorneys, family members, and employees; (7) engage in any exchange of contributions to circumvent the intent of P.L.2005, c.51; or (8) directly or indirectly through or by any other person or means, do any act which would subject Tenant to the restrictions of P.L.2005, c.51. Further, where Tenant is a business entity, as defined by N.J.S.A. 19:44A-20.17, and the value of this Farm Lease exceeds \$17,500, Tenant shall submit with this Farm Lease a "Certification and Disclosure of Political Contributions Form", certifying that it has not made any contributions prohibited by P.L.2005, c.51 and reporting all contributions Tenant made during the preceding four years to any political organization organized under 26 U.S.C.527 of the Internal Revenue Code that also meets the definition of a "continuing political committee" within the meaning of N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7, and the "Ownership Disclosure Form". It is the Tenant's continuing obligation to report any contributions it makes during the term of this Farm Lease. Additionally, unless this Farm Lease is required by law to be publicly advertised for bids, if Tenant is a for-profit business entity, as defined by N.J.S.A. 19:44A-20.26 and the value of this Farm Lease exceeds \$17,500, Tenant shall submit with this Farm Lease a "Vendor Certification and Political Contribution Disclosure Form" listing its political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et al.) and that were made by Tenant during the preceding 12-month period, along with the date and amount of each contribution and the name of the recipient of each contribution. The forms and instructions are available at <http://www.state.nj.us/treasury/purchase/forms.shtml>.

B. Tenant is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, section 3) if Tenant received contracts in excess of Fifty Thousand (\$50,000.00) Dollars from a public entity in a calendar year. It is Tenant's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at 888-313-3532 or at

[www.elec.state.nj.us](http://www.elec.state.nj.us).

#### **40. PREVAILING WAGE ACT**

Without limiting the scope of any other provision of this Farm Lease, Tenant agrees to comply with the New Jersey Prevailing Wage Act, P.L. 1963, Chapter 150 as codified in N.J.S.A. 34:11-56.25, et seq. for all construction, reconstruction, demolition, alteration, fabrication, repair work or maintenance work, including painting and decorating, done under contract. Tenant also agrees to comply with 42 U.S.C. 9604 (g)(1). If any conflict exists between the New Jersey Prevailing Wage Law and section 9604 (g)(1), the Tenant must comply with the federal requirements.

#### **41. CORPORATE STATUS AND RESOLUTION (IF APPLICABLE)**

When Tenant returns this Lease, signed by Tenant, to Landlord for signature, Tenant shall provide Landlord with a copy of Tenant's current certificate of incorporation on file with the Secretary of State and a certificate of standing issued by the Secretary. Annually on the anniversary of the Effective Date, Tenant shall submit to Landlord a current certificate of standing issued by the Secretary and a certified copy of the resolution adopted by the Board of Directors of Tenant authorizing the execution of this Lease by Tenant for the purposes and subject to the terms and conditions set forth herein, which shall become part of and is attached to this Lease as Exhibit D.

#### **42. HEADINGS**

The paragraph headings throughout this Lease are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction or meaning of the provisions of this Lease.

#### **43. SEVERABILITY**

If any term or provision of this Lease, or the application thereof to any person or circumstance, shall, to any extent, be determined to be invalid or unenforceable by a court of competent jurisdiction, the remainder of this Lease, or the application of such term and provisions of this Lease, shall be valid and enforced to the fullest extent permitted by law.

#### **44. STATE HOUSE COMMISSION APPROVAL**

This Lease shall not be effective unless Landlord obtains from the State House Commission evidence that the State House Commission has approved the execution of this Lease for the purposes and subject to the terms and conditions herein provided.

#### **45. DELAWARE AND RARITAN CANAL COMMISSION APPROVAL (*If applicable*)**

This lease shall not be effective unless Landlord obtains from the Delaware and Raritan Canal Commission evidence that the Commission, in accordance with the provision of N.J.S.A. 13:13A-9 and 13:13A-14(b), has approved this Lease as being consistent with the Commission's Master Plan for the Development of the Delaware and Raritan Canal State Park.

#### **46. ATTACHMENTS**

The following are attached to and made a part of this Lease:

- Exhibit A - Map of the Premises;
- Exhibit B - Pre-existing Conditions;
- Exhibit C - Certificate of Insurance;
- Exhibit D – Certified Corporate Resolution (if applicable)

**IN WITNESS WHEREOF**, the Landlord and the Tenant have duly executed this Lease on the date herein below set forth.

LANDLORD:

STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE PARK SERVICE

By: \_\_\_\_\_  
Richard Boornazian, Assistant Commissioner

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

TENANT:

By: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Date: \_\_\_\_\_

This Lease has been reviewed and approved as to form by:  
John Jay Hoffman  
Attorney General  
State of New Jersey

By: \_\_\_\_\_  
Deputy Attorney General

Date: \_\_\_\_\_

STATE HOUSE COMMISSION CERTIFICATION

I HEREBY CERTIFY that, on \_\_\_\_\_, this Lease between the Department of Environmental Protection, State Park Service, as Landlord, and \_\_\_\_\_ as Tenant, was approved by the State House Commission pursuant to N.J.S.A. 52:31-1.1 et seq. and N.J.S.A. 52:31-1.3(a).

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

**DELAWARE AND RARITAN CANAL COMMISSION (*If applicable*)**

I hereby certify that, in accordance with the provisions of N.J.S.A. 13:13A-9 and by N.J.S.A. 13:13A-14(b), this Lease has been approved by the Delaware and Raritan Canal Commission as being consistent with the Commission’s Master Plan for the development of the Delaware and Raritan Canal State Park.

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Delaware and Raritan Canal Commission

DRAFT