

Resolution 2024-15

Lease

This lease is made on **January 1, 2024** between the tenant(s): The Commissioners of fire district No 1 in the township of Little Egg Harbor, County of Ocean whose address is: Little Egg harbor, NJ referred to as the "tenant" and the Landlord West Tuckerton Fire Company whose address is 505 Route 9 Little Egg Harbor, NJ 08087 referred to as "Landlord". The word "tenant" means each tenant named above.

Property. The tenant agrees to rent from the landlord and the landlord agrees to lease to the tenant the West Tuckerton Fire Company firehouse, 505 Route 9, LEHT, NJ referred to as the "Property". The lease shall also include any firetrucks and/or fire equipment owned by the landlord and utilized for providing fire protection for the district.

Term. The term of this lease is for one (1) year starting on **January 1, 2024** and ending **December 31, 2024**. The Landlord is not responsible if the landlord cannot give the tenant possession of the property at the start of this lease. However, rent will only be charged from the date on which possession of the property is made available to the tenant. If the landlord cannot give possession within 30 days after the starting date, the tenant may cancel this lease. In any event the lease shall continue on the same terms and conditions after the lease term has expired unless amended in writing by the parties.

Rent. The Tenant agrees to pay an annual rent of **\$90,000**. These funds will be paid on a quarterly basis when the monies have been received from the township by the tenant.

Use of Property. The building and property are utilized by both the landlord and tenant for the providing of fire protection. The buildings and premises as aforesaid shall be used for the storage of fire apparatus and equipment either owned by the tenant or leased by the tenant from the landlord. The buildings shall also be used for conducting public meetings by the tenant as necessary.

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

Telephone and internet. The tenant will be responsible for payment of telephone and internet services.

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

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

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

No assignment or sublease. The tenant may not sublease the property or assign this lease without the landlord's prior written consent.

Quiet Enjoyment. The tenant may remain in and use the property without interference subject to the terms of this lease.

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

Parties. The landlord and each of the tenants are bound by this lease. All parties who lawfully succeed to their rights and responsibilities are also bound.

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

Signatures. The landlord and the tenant agree to the terms of this lease. If this lease is made by a corporation, its proper corporate officers sign and its corporate seal is affixed.

Attested By:

West Tuckerton Fire Company

Sean Rasmussen

Name

President

Jennie Hollingsworth

Name

Secretary

Attested by:

Little Egg Harbor District No. 1

Jack Mathis

Name

Chairman

Jennie Hollingsworth

Name

Secretary

Signature:

Jack Mathis

jackmathis (Mar 20, 2024 17:13 EDT)

Email: jackofdiamonds129@msn.com

Signature:

Sean Rasmussen

Sean Rasmussen (Mar 18, 2024 07:15 EDT)

Email: wtfcexecutive@gmail.com