

LICENSE AGREEMENT

THIS AGREEMENT made this ___ day of August, 2011 between Beta Realty Group LLC., a New Jersey Limited Liability Company with offices at 101 East Main Street, Little Falls, New Jersey 07424 (hereinafter referred to as "Licensor"); and The Township of Randolph Board of Education ADD ADDRESS Randolph, NJ 07869 (hereinafter referred to as "Licensee").

WITNESSETH:

WHEREAS, Licensor owns the building and ancillary parking lot located at 1578 Sussex Turnpike, Randolph, NJ; and

WHEREAS, Licensee has the need to park 35 School buses and requires additional parking for the drivers of the buses beginning on September 1, 2011 and continuing on a month to month basis, not to exceed 9 months; and

WHEREAS, Licensee has requested that Licensor make available to Licensee its parking lot for parking these vehicles upon the terms and conditions set forth herein.

NOW THEREFORE, the parties agree as follows:

- 1. Grant of License.** Licensor hereby grants to Licensee the right and privilege to park 35 school buses as well as an additional amount of parking for the drivers of the buses in a portion of the parking lot of Building 5 located at 1578 Sussex Turnpike, Randolph, New Jersey, as more particularly described on Exhibit A attached hereto and made a part hereof (hereinafter referred to as "the Parking Lot") effective on September 1, 2011 and ending upon 30 days written Notice to be provided to the Licensor effective on the first of the month following receipt of Notice. Licensee acknowledges that it has inspected the Parking Lot and is fully familiar with its condition and is licensing same in its "AS IS" condition.
- 2. Time of Operation.** Licensee agrees that it will not allow the vehicles to idle for any excessive amount of time which would either violate any local laws or to create an annoyance to any neighbors or neighboring tenants of the property.
- 3. Use.** Licensee shall be entitled to use the Parking Lot for the orderly parking of the school vehicles and driver's vehicles. Licensee will keep the area free and clean of any litter from its drivers or operation and will not perform any maintenance on any vehicles in the parking lot, other than emergency repairs.
- 4. Consideration.** For and in consideration of said license, Licensee shall pay to Licensor a license fee in the sum of Five Hundred and 00/100 (\$500.00) Dollars per month paid in advance for each full month on or before the first of each month at Beta Realty Group LLC, 101 East Main Street, Little Falls, NJ 07424.
- 5. Indemnification/Insurance.** Licensee shall indemnify and save Licensor from and against any and all loss, claims or damages which it may incur as a result of the use of the Parking Lot by Licensee, its employees, agents, vendors, visitors and invitees to include but not be limited to the costs of suit and reasonable attorneys' fees. Licensee agrees to keep in full force and effect, at all times during the term hereof, public liability insurance, in an amount no less than Two Million and 00/100 (\$2,000,000.00) Dollars combined single limit, written by an

insurance company licensed to do business in the State of New Jersey, insuring Licensor, as well as Sussex Turnpike Condominium Association Inc. as an additional named insured, with respect to injury or damage to the Parking Lot arising with respect to the use of the Parking Lot by Licensee, its employees, agents, vendors, visitors and invitees. Proof of insurance shall be supplied to Licensor no less than five (5) days prior to moving vehicles on site.

6. **Maintenance of Parking Lot.** Licensor shall provide all parking lot maintenance, including snow plowing for the parking lot. Licensor will use its best efforts to plow snow from the area where buses are parked, but it shall not be responsible for plowing or removing snow or ice from in between or in front of any parked vehicles. It is agreed and understood that the ultimate responsibility for required snow and ice removal to assure a safe and secure walking surface for the drivers of the buses to and from their parked vehicles is the sole responsibility of the Licensee.
7. **Non-Liability of Licensor.** It is expressly agreed and understood by and between the parties to this Agreement that the Licensor shall not be liable for any damage or injury from any cause which may be sustained by the said Licensee or other person to include the carelessness, negligence or improper conduct of Licensor.
8. **No Tenancy.** No legal title or leasehold interest in the Parking Lot shall be deemed or construed to be created or vested in Licensee by anything contained herein. Licensee shall occupy the Property merely as a licensee. It is expressly understood and agreed that Licensee is not a tenant or lessee. Licensor is not a landlord, and Licensee does not have such rights as exist at law regarding landlord/tenant rights.
9. **Completeness.** This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This instrument may be amended or modified on by an instrument of equal formality signed by the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above written.

BETA REALTY GROUP, LLC, Licensor

By: _____

Name: Brian D. Archibald

Title: General Manger

Township of Randolph Board of Education, Licensee

By: 

Name: Michael S. Harvey

Title: School Business Admin / Bd Sec.