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3 **License Agreement**
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6 THIS AGREEMENT, is made on June 15, 2010 by and between **WEST**
7 **MORRIS AREA YMCA**, a non-profit membership corporation of the State of New
8 Jersey with offices at 14 Dover Chester Road, Randolph, New Jersey 07869, hereinafter
9 called "WMY", and **THE BOARD OF EDUCATION OF THE TOWNSHIP OF**
10 **RANDOLPH**, a municipal corporation of the State of New Jersey with offices at 25
11 Schoolhouse Road, Randolph, New Jersey 07869, hereinafter called "BOARD ."
12

13 In consideration of their mutual promises made herein, and for other good and
14 valuable consideration, the parties hereby agree as follows:
15

16 **FIRST:**
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18 WMY hereby gives to BOARD a license to use, for a facility for the care and
19 education of no more than sixty (60) children of the ages of 3-5 years with an adult staff
20 of no more 8 persons during the hours of 8:00 a.m. and 3:45 p.m. on each Monday
21 through Friday that school is session in the period, between the end of YMCA day camp
22 and the start of school sessions, from September 2010 through June 2011, September
23 2011 through June 2012 , September 2012 through June 2013, September 2013 through
24 June 2014, and September 2014 through June 2015 (each period from September through
25 June being a "License Term") subject to the terms and conditions hereinafter set forth,
26 and for no other purpose, (a) that certain portion of its property know as the "Child
27 Development Center" as described on the site plan entitled "WEST MORRIS Y.M.C.A."
28 and building lay-out and as shown outlined in red on the prints hereto attached and
29 hereby made a part hereof an (b) one-half (1/2) of the gymnasium in the main YMCA
30 building for four (4) hours per week during the periods set forth above at times to be set
31 by the WMY from time to time (the "License Area"). The parties agree that for the
32 License Term, the Licensed Area shall be for the exclusive use of the Board.
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34 If default shall be made in any of the conditions or agreements herein contained
35 on behalf or part of BOARD to be kept or performed, this license, and each License Term
36 hereof, shall, at the option of WMY, terminate ten (10) days after notice of such election
37 shall be sent by mail to BOARD, addressed either to BOARD at the address set forth
38 above. The Board shall have the right to terminate this License with or without cause and
39 without penalty of any kind by providing WMY thirty (30) days' written notice. WMY
40 shall have the right to terminate this License with or without cause and without penalty of
41 any kind by providing the Board within 60 days' notice prior to the termination of the
42 License Term as described in the First Paragraph. Notice of termination shall be
43 provided to WMY or Board, as the case may be, in accordance with the Twentieth
44 Paragraph.
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1 On the termination of this license by default or expiration, BOARD shall take up
2 and remove all objects placed on the License Area and leave same in a condition
3 satisfactory to WMY, and in default thereof, WMY may do the same at the cost and
4 expense of BOARD, which BOARD agrees to pay upon presentation of bill therefor. On
5 termination it shall be lawful for WMY, its successors or assigns, to take all steps
6 necessary to prevent access to the License Area by BOARD and to wholly to re-enter and
7 the same to have again, repossess, and enjoy as in its first and former estate, anything
8 herein contained to the contrary thereof notwithstanding .
9

10 SECOND:

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12 During each License Term, WMY shall provide such utilities as may be required
13 for the use contemplated hereby, excluding telephone service, and pay for the cost of
14 refuse and snow removal and routine custodial services but shall not be shall not be liable
15 for any interruption or delay in any of the above services for any reason beyond its
16 control . BOARD agrees that it shall use utilities in a responsible manner and shall not
17 waste the same and that BOARD shall keep the License Area at all times in a clean and
18 sightly condition to the full satisfaction of WMY and allow no accumulation of garbage
19 or debris anywhere on the License Area.
20

21 THIRD:

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23 BOARD agrees that the performance hereof by BOARD as provided herein shall
24 not in any way restrict the right of WMY to terminate this agreement as provided in
25 Paragraph First, nor be construed as establishing any term during which the agreement is
26 to continue except as provided in Paragraph First.
27

28 FOURTH:

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30 BOARD shall not use or occupy any land or facilities of WMY, except the
31 License Area, and shall access said area only upon the driveway to the site and the
32 doorways and hallways of the buildings as the WMY may direct from time to time and
33 shall not obstruct the driveways and parking areas except as specifically licensed to
34 BOARD hereby.
35

36 FIFTH:

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38 BOARD shall not make modifications, improvements or alterations to the License
39 Area without the written consent of WMY which consent shall be in the sole discretion of
40 WMY. In the event WMY shall consent, said work shall be done by and at the sole cost
41 and expense of BOARD. In the event WMY shall consent to modifications,
42 improvements or alterations to the License Area, the same shall be removed and the
43 License Area restored to its original condition at termination hereof unless WMY shall
44 agree or direct otherwise in its sole discretion.

1
2 SIXTH:
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4 BOARD shall comply with the regulations and requirements of the Board of Fire
5 Underwriters and every public or governmental body exercising control over the License
6 Area, and secure and pay for all necessary permits or consents, and pay any and all
7 license fees required for the use of the said premises as provided in Paragraph First
8 hereof; and shall also comply with all governmental or public requirements at BOARD's
9 own cost and expense.

10
11 SEVENTH:
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13 BOARD shall assume all risks of and liability for and shall indemnify, defend,
14 protect and save harmless, and hereby releases WMY and each and every of its officers,
15 agents, servants and employees, and its successors and assigns, of, from and against any
16 and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs,
17 charges or judgments which may in any manner arise out of, or result from any and all phases of
18 the use and occupancy of the License Area and the entire WMY premises, including the sidewalk,
19 driveway and parking areas, whether occasioned by BOARD, or by any employee, BOARD,
20 invitee or agent of BOARD. This obligation shall survive the termination of the license herein
21 granted.

22
23 EIGHTH:
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25 The license herein given is subject and subordinate to any and all easements, rights,
26 privileges, other licenses, or other grants of whatever nature heretofore given by WMY, or
27 otherwise created, which now exist and which affect the License Area. WMY represents to the
28 best of its knowledge, that there are not any easements, rights, privileges, other licenses, or other
29 grants of whatever nature which would prevent use of the License Area by BOARD as provide
30 herein. Notwithstanding, BOARD shall be solely responsible to obtain any and all permits,
31 licenses or other authority required by law to use the License Area as provided herein.

32
33 NINTH:
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35 BOARD shall not in any way damage, destroy, or otherwise interfere with the any
36 portion of the License Area or any portion of the License Area of WMY.
37

38 TENTH:
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40 If any improvement or improvements constructed or installed by BOARD on the licensed
41 area increase the real estate taxes, insurance premiums, maintenance costs or otherwise payable
42 by WMY, BOARD agrees to pay, upon demand, in addition to the annual charge or compensation
43 herein reserved, such additional taxes, insurance premiums, maintenance costs or otherwise.
44

45 ELEVENTH:
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47 BOARD covenants and agrees to provide and to keep in force during the License Terms,
48 and any extensions and renewals, the following insurance: (1) Comprehensive general
49 liability insurance on occurrence basis with minimum limits of liability in the amount of

1 \$6,000,000.00 for bodily injury, personal injury or death and property damage and fire
2 legal liability covering all perils in the amount of \$1,000,000.00; (2) statutory Workers
3 compensation insurance; and (3) Automobile liability insurance in the amount of
4 \$6,000,000.00 combined single limit/bodily injury and property damage and collision and
5 comprehensive insurance insuring the buses for fair market value.
6

7 Certificates of Insurance showing that such policies continue to be in full force
8 and effect together with evidence of payment therefor shall be delivered to WMY. All
9 policies shall be non-cancellable except upon thirty (30) days prior written notice to
10 WMY and no more than ten (10) days notice for non-payment of premium. All insurance
11 shall be issued in the name of BOARD naming WMY as additional insured and if so
12 requested by WMY, WMY's mortgagee, all as their interest may appear and shall be
13 written by insurance companies with a rating with Best's of A or higher.
14

15 The minimum limits of the comprehensive general liability policy of insurance
16 shall in no way limit or diminish BOARD's liability under this License and, may be
17 adjusted from time to time to reflect insurance which in the reasonable judgment of
18 WMY is necessary for the adequate protection of WMY.
19

20 Each policy evidencing insurance to be carried by BOARD under this License
21 shall contain a clause that such policy and the coverage evidenced thereby shall be
22 primary with respect to any policies carried by WMY, and, that any coverage carried by
23 WMY shall be excess insurance.
24

25 TWELFTH:

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27 WMY shall have no liability to BOARD in the event it shall be unable to allow
28 access to the License Area during the period of time during which WMY is prevented
29 from allowing access to the License Area or performing any act required to be performed
30 under this agreement by reason of fire, catastrophe, strikes, lockouts, civil commotion,
31 acts of God or the public enemy, government prohibitions or preemptions, embargoes,
32 liability to obtain material or labor by reason of governmental regulations or prohibitions,
33 the act or default of the other party, or other events beyond the reasonable control of
34 WMY.
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36 THIRTEENTH:

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38 BOARD shall provide to WMY (a) no less than ten (10) fifty-four (54) passenger
39 school buses to be used for the transportation of day campers, boys and girls ages 3 to 14,
40 and adult staff from June 2011 through August 2011, June 2012 through August 2012
41 and June 2013 through August 2013, June 2014 through August 2014 and June 2015
42 through August 2015 (each period from June through August being a "License Term")
43 and (b) with reasonable advance notice, up to two (2) busses on any Saturday or Sunday
44 or during the hours after 4:00 p.m. any Monday through Friday that school is session
45 from September 2010 through June 2011, September 2011 through June 2012 ,

1 September 2012 through June 2013, September 2013 through June 2014, September
2 2014 through June 2015.

3
4 FOURTEENTH:

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6 During each License Term one or more of the busses may be stored at the WMY
7 premises or such other location as WMY may determine, including but not limited to a location at
8 Long Valley, NJ or at the BOARD facility at Millbrook Avenue, Randolph, NJ.

9
10 FIFTEENTH:

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12 WMY shall cause buses only to be operated by servants, agents or employees of WMY
13 properly licensed to do so.

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15 SIXTEENTH:

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17 WMY covenants and agrees to provide and to keep in force during the License Terms,
18 and any extensions and renewals, statutory Workers compensation insurance.

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20 SEVENTEENTH:

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22 BOARD shall maintain all buses in good condition and repair and shall immediately
23 replace any bus which shall become disabled at the place of failure.

24
25 EIGHTEENTH:

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27 WMY shall assume all risks of and liability for and shall indemnify, defend, protect and
28 save harmless, and hereby releases BOARD and each and every of its officers, agents, servants
29 and employees, and its successors and assigns, of, from and against any and all liability, losses,
30 injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which
31 may in any manner arise out of, or result from any and all phases of the use of the buses by the
32 WMY excluding physical damage to a bus . Notwithstanding, the provisions hereof shall not
33 apply to risks of and liability which may in any manner arise out of, or result from any and all
34 phases of the conditions of the buses.

35
36 NINETEENTH:

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38 BOARD covenants and agrees to provide and to keep in force during the License Terms,
39 and any extensions and renewals, automobile liability insurance in the amount of \$6,000,000.00
40 combined single limit/bodily injury and property damage and collision and comprehensive
41 insurance insuring the buses for fair market value.

42
43 WMY covenants and agrees to provide and to keep in force during the License Terms,
44 and any extensions and renewals, Automobile liability insurance in the amount of
45 \$6,000,000.00 combined single limit/bodily injury and property damage. Each policy
46 evidencing insurance to be carried by WMY shall contain a clause that such policy and
47 the coverage evidenced thereby shall be excess to any policies carried by BOARD, and,
48 that any coverage carried by BOARD shall be primary insurance.

1 A certificate of Insurance showing that such policy to be in full force and effect
2 together with evidence of payment therefor shall be delivered to BOARD. The policy
3 shall be non-cancellable except upon thirty (30) days prior written notice to BOARD and
4 no more than ten (10) days notice for non-payment of premium. Insurance shall be issued
5 in the name of WMY naming BOARD as an additional insured with respect to the
6 negligence of the WMY and shall be written by insurance companies with a rating with
7 Best's of A or higher.

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9 TWENTIETH:

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11 All notices required or permitted to be made under this agreement shall be made
12 in writing and shall be sent to the name and address and facsimile number indicated
13 below:

14
15 To WMY:

16 West Morris Area YMCA
17 Attn: William Lamia, CEO
18 14 Dover Chester Road
19 Randolph, NJ 07869
20 973-366-8025

21
22
23 To BOARD:

24 Randolph Township Board of Education
25 25 School House Road
26 Randolph, NJ 07869
27 973- 361-2405

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30 TWENTY- FIRST:

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32 This agreement is (a) made in the State of New Jersey, shall be governed by New
33 Jersey law and all disputes shall be resolved by the Courts of the State of New Jersey, (b)
34 the entire agreement between the parties and may not be modified or amended except by
35 a written document signed by the party against whom enforcement is sought and no
36 statement, remark, agreement, or understanding, oral or written, not contained herein,
37 will be recognized or enforced, (c) may be signed in more than one counterpart, in which
38 case each counterpart shall constitute an original of this agreement and (d) may not be
39 assigned or delegated by either party without the prior written consent of the other party
40 and attempt to do so shall be null and void. Neither party shall be liable to the other for
41 failure to perform its obligations under this agreement due to fire, flood, strikes, or other
42 industrial disturbances, accidents, war, riot, insurrection, or other causes beyond the
43 reasonable control of the parties.
44

1 IN WITNESS WHEREOF, WMY has caused this agreement to be signed by its
2 proper officer or agent duly authorized and BOARD has signed the same as of the day
3 and year first aforesaid.

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5
6 WEST MORRIS AREA YMCA

7
8
9 By: _____
10 William Lamia, Executive Director

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12
13 BOARD OF EDUCATION OF THE
14 TOWNSHIP OF RANDOLPH

15
16
17 By: _____
18 Amy Sachs, President

19
20 By: _____
21 Michael Neves, Secretary

