

**NOTICE TO BIDDERS
REQUEST FOR SEALED BIDS
LEASE OF SECOND FLOOR OF SOLITUDE HOUSE
7 RIVER ROAD
BOROUGH OF HIGH BRIDGE, NEW JERSEY**

Public notice is hereby given that the Borough of High Bridge acting as the owner of 7 River Road, High Bridge, New Jersey (the "Borough") is seeking bids from qualified individuals to lease the single family residence known as "Solitude House second Floor" located at the building owned by the Borough having an address of 7 River Road, High Bridge, New Jersey. The intent of this Request for Bid (RFB) is to select a caretaker/tenant for the residence.

The apartment will be available for inspection by prospective bidders, by appointment only, May 16, 2017, between the hours of 10:00 AM and 2:00 PM. Appointments are to be made by contact Borough Administrator, Michael Pappas, at 908-638-6455 between the hours of 8:30 AM and 4:00 PM, Monday through Friday.

Minimum bid shall be in the form of in-kind services, inclusive of labor and materials, equivalent to at least \$1,300.00 monthly, \$15,600.00 annually. The Apartment is designated as Non-Smoking.

Sealed bids will be received and opened by the Borough on May 18, 2017 at 12:00 PM, prevailing time, in the Borough Hall, 97 West Main St., High Bridge, NJ 08829.

Sealed bids will be received by mail or delivery service up until the date and time indicated above. However, the Borough will not be responsible for packages not arriving at the time and place designated, irrespective of the date and time the package was mailed, posted or left with a delivery service. The Bidder assumes any and all risk of late delivery of its Bid. Bids not received on time will be returned to the Bidder unopened. Specifications and Instructions to Bidders and Bid Forms may be obtained at the High Bridge Borough Hall, 97 West Main St., High Bridge, NJ 08829, during regular business hours. Bids will be on the Bid Forms provided in the manner designated therein and addressed to Adam Young, Acting Borough Clerk, High Bridge Borough Hall, 97 West Main St., High Bridge, NJ 08829, and clearly marked on the outside "SEALED BID TO LEASE SOLITUDE HOUSE SECOND FLOOR."

All Bidders' questions must be in writing and are to be directed to the Borough Administrator, Michael Pappas, 97 West Main St., High Bridge, NJ 08829.

Bids may not be modified after submittal. Bidders may withdraw Bids at any time prior to the opening of Bids, by written request to be received prior to the time designated for Bid opening. No Bid may be withdrawn within sixty (60) days after Bid opening.

The Borough will award a contract or reject all Bids within sixty (60) days unless otherwise agreed by the parties.

The Borough reserves the right to reject any or all bids or to waive any informalities in any Bid received and to accept the Bid which in its judgment will best serve the interest of the Borough.

BY ORDER OF THE BOROUGH OF HIGH BRIDGE OF THE COUNTY OF HUNTERDON.

Mark Desire

By: Mark Desire, Mayor

Date: (INSERT DATE)

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DOCUMENT I - INSTRUCTIONS TO BIDDERS

1. INVITATION TO BID

A. Bids to lease the second floor of the residence known as "Solitude House Second Floor" located at 7 River Road, High Bridge, New Jersey (the "Premises") as described in the Notice to Bidders and as hereinafter described will be received. The Bids shall cover the rent to be paid to the Borough under the Lease Agreement to be entered into by the successful Bidder.

B. Before submitting a Bid, the Bidder shall become familiar with the Premises, the form of Lease Agreement and the Specifications. The Bidder shall investigate the Premises and make such examination thereof as may be necessary in order to determine whether the Premises are suitable for its proposed occupancy.

C. The minimum bid shall be in the form of in-kind repair services, inclusive of labor and materials, in lieu of Rent equivalent to at least \$1,300.00 per month. A security deposit of 1-1/2 months equivalent rent will be required.

D. The Borough of High Bridge reserves the right to accept or reject any or all Bids.

E. The Bid Documents include the Instructions to Bidders, Non-Collusion Affidavit, Affidavit Certifying No Gifts, Insurance Certification, Specifications and Schedules.

Bid Documents may be examined at the Borough of High Bridge, 97 West Main Street, High Bridge, New Jersey 08829, telephone 908-638-6455.

- (i) Bid Documents may be obtained from the Borough of High Bridge either hard copy or digitally.
- (ii) A shipping charge is required for each set if shipping of documents via standard delivery service is desired.

2. OBLIGATION OF BIDDER

A. At the time of the opening of Bids each Bidder will be presumed to have inspected the Premises and to have read and to be thoroughly familiar with Bid Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document or to visit the Premises and acquaint itself with conditions there existing, shall not relieve any Bidder from any obligation with respect to its Bid.

3: QUALIFICATION OF BIDDERS

A. The Borough of High Bridge may make investigations as it deems necessary to determine the responsibility and qualifications of the Bidder and the ability of the Bidder to perform under the Lease Agreement. The Bidder shall furnish to the Borough of High Bridge all such information and data for this purpose. The Borough of High Bridge reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Borough of High Bridge that the Bidder is properly qualified to carry out the obligations of the Lease.

4. INTERPRETATIONS AND ADDENDA

A. The Bidder shall carefully examine the Bid Documents and the Premises and shall at once report to the Borough Representative in writing any errors, inconsistencies and ambiguities discovered.

B. No oral interpretations will be made to any Bidder as to the meaning of the Bid Documents. Every request for such an interpretation shall be made in writing and addressed and forwarded to the Borough of High Bridge, 97 West Main Street, High Bridge, New Jersey 08829, (telephone 908-638-6455) (fax 908-638-9374). Attention: Adam Young, Acting Borough Clerk. No inquiry received less than five (5) days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum or Bulletin, which, when issued, will be sent as promptly as is practicable to all persons to whom the Bid Documents have been issued. If a response to a submitted question is not issued in an Addendum, Bidders shall assume that no change to the Bid Documents is considered necessary or desirable in response to the question.

C. During the Bid period, the Project Representative may furnish Addenda or Bulletins for additions to or alterations of the Bid Documents. It shall be the responsibility of the Bidder to ascertain that it has received all Addenda and Bulletins issued, prior to submitting its bid.

D. All issued Addenda and Bulletins shall become part of the Bid Documents.

E. Any addendum to the bid specifications issued by the Borough of High Bridge will be advertised in the same manner as the original RFP.

F. Addenda will be sent by certified mail, overnight courier or certified facsimile transmission not later than five (5) days (Saturdays, Sundays and holidays excepted) before Bid opening, to all Bidders who have obtained Bid Documents from the Borough of High Bridge prior to the date of the last Addendum and to any Bidder who has submitted a Bid prior to the date of the last Addendum.

- (i). Addenda will be available for examination at the High Bridge Borough Hall, 97 West Main Street, High Bridge, New Jersey 08829.
- (ii). Bidders shall verify what Addenda have been issued during the period up until five (5) days (Saturdays, Sundays and holidays excepted) before Bid opening, shall examine all of these Addenda and shall reflect all of these Addenda in their Bids.
- (iii). All Addenda issued, whether or not received or examined by the Bidder, are part of the Bid Documents. Failure of the Bidder to receive or examine any Addendum shall not relieve the Bidder from any of the requirements of the Bid Documents.

5. PREPARATION OF BIDS

A. Enclose Bids in a sealed envelope, identified on the outside with name and address of Bidder and clearly marked on the outside "Lease for Solitude House Second Floor ".

B. Bids shall be submitted on the Bid Form furnished by the Borough of High Bridge, properly filled out and duly executed. The Bid Form shall be provided by the Borough of High Bridge to Prospective Bidders who have picked up Bid Documents at least a week prior to the Bid Opening. Bid Forms shall not be altered or added to in any way. Rent amounts shall be filled in, in ink or typewritten, in both words and figures. In case of discrepancy, the amount described in words shall govern. All blank spaces in the bid form must be filled out or completed by the Bidder.

C. Bids must be made by individuals and his/her post office address shall be stated and he/she shall sign the Bid.

D. Bids not based on the Bid Documents (including all Addenda issued), Bids containing a qualification or exception to the requirements of the Bid Documents, conditional or uninvited alternative Bids, Bids that are not complete or properly signed or submitted in accordance with the requirements of the Bid Documents and Bids containing an alteration of a form or irregularity of any kind may be rejected.

E. Bid security made payable to the Borough of High Bridge in the amount of \$100.00 by either certified or cashier's check.

- (i) The successful Bidder's bid security will be retained until the Bidder has signed the Lease Agreement and furnished the required proof of insurance.

- (ii) The Borough of High Bridge reserves the right to retain the bid securities of the three highest responsive Bidders until three (3) days (Sundays and holidays excepted) after the awarding and signing of the Lease Agreement with the successful Bidder or until sixty (60) days after Bid opening, whichever occurs first.
- (iii) If a Bidder fails to enter into the Lease Agreement within ten (10) days after it has received notice of acceptance of its Bid, the Borough of High Bridge will retain that Bidder's bid security as liquidated damages, not as a penalty.

6. FORM OF LEASE AGREEMENT

A. The form of Lease Agreement between the Borough of High Bridge and the proposed tenant shall be the form of Lease Agreement included in the Bid Documents.

7. AWARD OF LEASE

A. Award, if made, will be to the Bidder which the Borough of High Bridge, in its sole discretion, deems to best meet the requirements and needs of the Borough of High Bridge and the Lease Agreement shall be signed by parties thereto no later than ten (10) days after the notification of award of the Lease.

B. The Borough of High Bridge reserves the right to interview Bidders of its choice, after bids are received and opened, but prior to the Borough of High Bridge's completion of the evaluation of the Bids.

C. Award made to a Bidder not a resident of the State of New Jersey is conditioned upon Bidder designating a proper agent in the State on whom service can be made in the event of litigation.

D. The Borough of High Bridge reserves the right to reject any or all Bids, or to waive any informality in a bid, if it is in the interest of the Borough of High Bridge to do so.

E. Within ten (10) days after the Award of the Lease, the Bidder to whom the Lease is awarded shall be required to execute the Lease Agreement and deliver a letter from the Bidder's insurance company stating that the insurance company will issue the insurance policy or policies required under the Lease Agreement simultaneously with the commencement of the Lease term.

8. FORMS

A. The Bid Form will be supplied by the Borough of High Bridge to all Prospective Bidders who have picked up Bid Documents at least one week prior to the Bid.

B. The following forms are included hereinafter for the use of the Bidder:

1. Bid Form
2. Non-Collusion Affidavit
3. Affidavit: No Gifts to Borough of High Bridge Employees, Etc.
4. Insurance Certification Form
5. Form of Lease Agreement
6. Repair Schedule

9. NON-COLLUSION AFFIDAVIT

A. Bidder shall submit with its bid Non-Collusion Affidavit on form as bound herein.

10. CONTRACT

A. As indicated in the Advertisement for Bids, it is intended to receive sealed Bids and to award: a Lease for the Premises.

11. GENERAL RESERVATIONS

Bids may be rejected for reasons which include, but are not limited to, the following:

- A. Bids received after the submittal deadline specified in the cover letter will not be reviewed or considered.
- B. Bids not meeting the mandatory minimum qualifications.
- C. Bids not signed by an authorized representative of the Bidder.
- D. Bids containing false, misleading, or inaccurate statements or references.
- E. Bids which do not respond completely to the Request for Sealed Bids.

END OF DOCUMENT I

**DOCUMENT II
BID FORM**

**TO LEASE SECOND FLOOR OF SOLITUDE HOUSE
7 RIVER ROAD
HIGH BRIDGE BOROUGH, NEW JERSEY**

TO: Borough of High Bridge
Adam Young, Acting Borough Clerk
97 West Main Street
High Bridge, New Jersey 08829

1. Pursuant to and in compliance with your Notice to Bidders, the Instruction to Bidders and the other Bid Documents, the undersigned offers to lease the above-referenced living space, for an initial term of one (1) year, in accordance with the terms contained in the proposed form of Lease Agreement and for in-kind repair services in lieu of Rent of \$_____ per month (minimum of \$1,300.00 inclusive of labor and materials).

The Undersigned shall be required to provide a detailed schedule of work to be performed on a monthly basis for the term of the lease, 1 Year. Schedule shall include estimated cost of materials, labor hours and per hour labor cost.

The Undersigned shall also be obligated to pay utilities and other items to Landlord as provided in the proposed Lease Agreement.

In submitting this Bid, it is understood by the undersigned that the right is reserved by the Borough of High Bridge to reject the Bid.

Enclosed in this Bid is an affidavit in proof that the undersigned has not entered into collusion with other persons or entities in respect to this Bid or other bids for the Lease for which this Bid is submitted.

As indicated in the Instructions to Bidder, the following enclosures must be included in a Bid, and the absence of any of them shall be judged by the Borough of High Bridge to make the Bid incomplete and non-responsive. The Bidder shall check off each item below to confirm its enclosure in this Bid.

_____a. Bid Security in the form of a certified or cashier's check in the amount of \$100.00.

_____b. Non-Collusion Affidavit (Document III).

_____c. Affidavit: Certifying No Gifts to Borough of High Bridge employees, etc. (Document IV).

_____d. A Tenant Waiver/Release/Hold Harmless and Indemnification agreement signed by the Bidder is required. If the Bidder is awarded the Lease, the Tenant shall provide the Borough of High Bridge with a Certificate of Insurance showing evidence of Tenant Insurance to protect their personal property and general liability coverage to protect them when guests of their own are on the premises. The Certificate of Insurance should name the Borough of High Bridge as an additional insured. The Tenant insurance limit can be at their own discretion but the general liability limit should be no less than \$500,000. The effective date of this policy shall be the same as the lease agreement effective date.

2. In submitting this Bid, it is understood by the undersigned that all Addenda issued during the bid period, whether or not received or examined by the undersigned, are part of the Bid Documents, and will be part of the Lease Documents.

3. If this Bid is not accepted-within sixty (60) days of Bid opening, the undersigned's Bid security shall be returned in accordance with the provisions set forth in the Instruction to Bidders, unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

4. The undersigned hereby represents that it:

- a. has carefully studied the Bid Documents and compared them with each other, and has understood the Bid Documents fully; and
- b. has made this Bid in accordance with the Bid Documents and N.J.S.A. 40A:12-14; and
- c. has carefully examined the Premises; and
- d. has determined that the Premises are suitable for its purposes; and
- e. has discovered no error, inconsistency or ambiguity in the Bid Documents that the Bidder has not reported to the Borough Representative in writing; and
- f. has no question about the proposed Lease Documents and how they are to be interpreted and construed that has not been submitted to the Borough Clerk in writing, has no objections to the proposed Lease Documents and takes no exception to the proposed Lease Documents; and

- g. is familiar with the requirements of applicable law, statutes, ordinances, building codes, rules and regulations affecting the Premises; and
- h. has reviewed the form of Lease Agreement and has no objection to it, and further has reviewed the insurance requirements in detail with its insurance company and will be able to provide the required insurance.

This Bid may be withdrawn prior to the time established for opening of Bids or any authorized postponement of that time, only by written request to the Borough of High Bridge received prior to Bid Opening. This Bid may not be withdrawn within sixty (60) days after Bid Opening.

DATE: _____

BY: _____
(Signature)

Address: _____

Telephone Number: _____

Email: _____

END OF DOCUMENT II

(Signature)

(Type or print name of Affiant)

(Seal)

Subscribed and sworn to before me

This ____ Day of _____, 20__.

Notary Public of

My Commission Expires _____, 20__.

END OF DOCUMENT III

DOCUMENT IV

**AFFIDAVIT: NO GIFTS TO BOROUGH OF HIGH BRIDGE EMPLOYEES, ETC.
(GRATUITY AFFIDAVIT)**

**BID TO LEASE SECOND FLOOR OF SOLITUDE HOUSE
7 RIVER ROAD, HIGH BRIDGE, NEW JERSEY**

STATE OF _____)

) ss:

COUNTY OF _____)

I, _____ live at _____ in
the County of _____ and the State of
_____.

I am of full age, being duly sworn according to law on my oath depose. and say:

1. I am _____ (the Bidder), who has made the bid
to lease the above-referenced Premises. I am duly authorized o make this
affidavit on behalf of the Bidder.

2. Neither the Bidder nor anyone acting on its behalf has:

a. given any Borough of High Bridge Official, employee, contracted
professional or any of their relatives or agents any gift of money or any gift or
gratuity in any form whatsoever;

b. loaned any money or anything of value to any Borough of High Bridge
Official, employee, contracted professional, or any of their relatives or agents;

c. rented or purchased any equipment, or any form thereof, or supplies of
any nature whatsoever from any Borough of High Bridge Official, employee,
contracted professional, or any of their relatives or

d. entered into any contract or agreement for any purposes with any Borough
of High Bridge Official, employee, contracted professional, or any of their
relatives or agents.

3. All statements contained in this Affidavit are true and correct and are
made with full knowledge that the Borough of High Bridge relies upon the truth of
the statements in awarding the Lease. I am aware that I am personally subject to
the penalties of perjury, as is the Bidder, if the statements made herein are
untrue.

(Signature)

(Type or print name of Affiant)

Subscribed and sworn to before me

This day of , 20__.

Notary Public of
My Commission Expires _____

END OF DOCUMENT IV

DOCUMENT V

INSURANCE CERTIFICATION

(NOTE: THE BIDDER, IF SELECTED, MUST PROVIDE A CERTIFICATE OF INSURANCE WITH AN EFFECTIVE DATE COINCIDING WITH THE LEASE AGREEMENT)

This Tenant Waiver/Release/Hold Harmless and Indemnification agreement must be signed if Bidder is selected.

TENANT WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

1. Tenant shall voluntarily waive, release and hold harmless the Borough of High Bridge, its Mayor and Council, officers, employees, agents and other volunteers from any and all claims, causes of action and damages for bodily injury or death that Tenant may suffer as a result of, or in any manner connected with, directly or indirectly, the tenant lease at the Solitude House..

2. Tenant shall defend, hold harmless and indemnify the Borough of High Bridge, its Mayor and Council, officers, employees, agents and other volunteers, from and against all damages, claims, liabilities, causes of action, judgments, settlements, costs and expenses (including, but not limited to, reasonable expert witness and attorney fees) that may at any time arise or be claimed by any person as a result of bodily injury, death or property damage, or as a result of any other claim or cause of action of any nature whatsoever.

I have read, fully understand and agree to the assumption of risk, waiver, release, hold harmless and indemnification terms set forth above.

(Signature)

(Type or print name of Affiant)

Subscribed and sworn to before me
This day of _____, 20__.

Notary Public of
My Commission Expires _____

If the Bidder is awarded the Lease, the Tenant shall provide the Borough of High Bridge with a Certificate of Insurance showing evidence of Tenant Insurance to protect their personal property and general liability coverage to protect them when guests of their own are on the premises. The Certificate of Insurance should name the Borough of High Bridge as an additional insured. The Tenant insurance limit can be at their own discretion but the general liability limit should be no less than \$500,000. The effective date of this policy shall be the same as the lease agreement effective date.

END OF DOCUMENT V

**DOCUMENT VI
FORM OF LEASE AGREEMENT
LEASE AGREEMENT**

This Lease is made on _____, 2017.

BETWEEN _____, the Tenant, presently located at 7 River Road, Solitude House, Second Floor, High Bridge, New Jersey 08829

AND THE BOROUGH OF HIGH BRIDGE, a municipal corporation of the State of New Jersey, the Landlord, located at 97 West Main Street, High Bridge, New Jersey 08829.

The Tenant agrees to provide repair services, in lieu of rent, to the Landlord and the Landlord agrees to lease to the Tenant, the single family residence known as “Solitude House Second Floor”, located at 7 River Road in the Borough of High Bridge, County of Hunterdon and State of New Jersey, and to be occupied by the Tenant. The Landlord’s agent under this Lease shall be the Borough Administrator or such other person as directed in writing by the Landlord.

The Tenant acknowledges that the first floor of the “Solitude House” is currently vacant but may be utilized as a historic museum containing artifacts of the Borough of High Bridge and open to the public, as well as for special meetings and special events.

1. TERM. The term of this Lease begins on _____ and ends on _____.

2. RENT. The value of in-kind services for the term is \$ _____. The Tenant agrees to provide in-kind repair services as follows: \$ _____ per month, as set forth in the Repair Schedule annexed as Exhibit A. In the event in-kind repair work is not completed as scheduled, the Tenant agrees and shall pay the equivalent in the form of rent. All payments must be made to the Landlord at the Landlord's address listed above.

3. SECURITY DEPOSIT. The Tenant deposited \$ _____ at the time of the prior lease signing with the Landlord as security that the Tenant will comply with all the terms of this Lease. If the Tenant complies with the terms of this Lease, the Landlord will return this deposit within 30 days after vacating or the end of the Lease, including any extension or renewal. The Landlord may use as much of the deposit as necessary to pay for damages resulting from the Tenant's occupancy. If this occurs prior to the Lease termination, the Landlord may demand that the Tenant replace the amount of the security deposit used by the Landlord. If the Landlord sells or transfers the property, the Landlord may transfer the deposit to the new owners for the Tenant's benefit. The Landlord will notify the Tenant of any sale of the property or transfer of the deposit. The Landlord will then be released of all liability to return the security deposit. The Landlord will comply with the Rent Security Law (N.J.S.A. 46:8-19 et seq.). This includes depositing the

above listed security deposit in an interest bearing account and notifying the Tenant, in writing, of the name and address of the banking institution and the account number. Interest due the Tenant will be paid to the Tenant annually, as required by law. The Tenant's security deposit shall be maintained in an interest bearing account at the Investors Bank, located at 55 Old Highway 22, Clinton, New Jersey 08809.

4. USE OF PROPERTY. The Tenant may use the Second Floor Residence Unit of the Solitude House only as a private residence for only the persons whose names appear at the beginning of the Lease as the "Tenant". The Tenant may park up to two motor vehicles (that is, a car and / or SUV or pick-up truck) in or about or near the leased premises in the place as designated by the Landlord, and such vehicles shall only be used for their private, personal use. The Tenant will not keep, park or maintain in or about the leased premises or Borough property, any commercial vehicle, nor any motor vehicle which is not currently registered, or which is owned by someone other than the Tenant.

The Tenant acknowledges that the leased premises are part of the Solitude Village Historic Complex, and as such, no alteration of any fixture or structure or the property shall be permitted without the prior written approval of the Landlord. If Tenant uncovers or discovers any historical artifacts in the course of performing work in the Historic Complex, Tenant shall immediately notify Landlord and such items shall be surrendered to Landlord's representatives as property of the Borough of High Bridge.

The Tenant shall be permitted the use of 115V window air conditioners provided that the installation of the units will not damage any windows or window frames and do not cause any overloading of the circuit breaker / fuse system servicing the structure.

5. PETS. No pets shall be permitted without written consent from the landlord.

6. UTILITIES. The Tenant shall pay for electric, phone, gas, and all other utilities. The Borough provides the heat, sewer/solid waste, water usage and treatment charges.

The Landlord, at its cost and expense, shall provide lawn maintenance (weekly grass cutting during the growing season, fall leaf raking as determined solely by the Landlord) and snow removal from the driveway and general parking area designated for the Tenant. Tenant shall remove snow and ice from walk ways.

7. EVICTION. If the Tenant does not comply with the agreed upon in-kind schedule, the Tenant may be evicted. The Landlord may also evict the Tenant if the Tenant does not comply with all of the terms of this Lease and for all causes allowed by law. If evicted, the Tenant must continue to pay the rent for the rest of the term to whatever extent such is allowed by the law. The Tenant must also pay all costs, including reasonable attorney fees related to the eviction and collection of any monies owed the Landlord, along with the costs of re-entering, re-renting, cleaning and repairing the residence. Rent or in-kind services received from any new Tenant will reduce the amount owed the Landlord. The term "eviction" means the same as "re-entry" as set

forth in the New Jersey Eviction Statute, N.J.S.A. 2.2A:18-61.1(e). Any and all charges referred to herein, or in any part of this Lease are additional rents.

8. PAYMENTS TO LANDLORD. If the Tenant fails to comply with the terms of this Lease, the Landlord may take any required action and charge the cost, including reasonable attorney fees, to the Tenant. Failure to pay such costs upon demand is a violation of this Lease. The costs referred to herein are additional rent.

9. CARE OF THE RESIDENCE. The Tenant has examined the residence, including the living quarters, all facilities and appliances and is satisfied with its present physical condition. The Tenant agrees to maintain the property in as good condition as it is at the start of this Lease except for ordinary wear and tear. The Tenant must pay for all repairs, replacements and damages caused by the act or neglect of the Tenant as additional rent and such also includes any damages caused by the Tenant's household members, any permitted pets, or any guests of the Tenant or his household members. The Tenant will remove all personal property from the residence at the end of this Lease. Any property that is left becomes the property of the Landlord and may be thrown out.

Prior to the Commencement Date, Tenant shall submit to, and obtain written approval from, the Landlord for a comprehensive Management Plan and Repair Schedule in the form annexed as Exhibit A. The schedule shall be updated on or before the first day of each quarter thereafter, subject to approval by Landlord. Tenant shall not modify or deviate from the Management Plan without obtaining the Landlord's express written approval.

The Landlord shall maintain the building and all utility systems servicing the said building to include the annual servicing of the oil burner and testing with adjustments for maximum efficiency. The Tenant shall give prompt notice of any malfunction in a system or deficiencies, including non-sealing doors and windows or ground water infiltration, and the Landlord shall take such remedial actions as soon as possible after receiving the said notice. There shall be no abatement of any rental installment unless such deficiency exceeds seven calendar days, and then in that event, such abatement shall be pro-rated on a daily basis until the repair or remediation is made in the Landlord's sole discretion.

10. INTERRUPTION OF SERVICES. The Landlord is not responsible for any inconvenience or interruption of services due to repairs, improvements or for any reason beyond the Landlord's control.

11. ALTERATIONS. The Tenant shall obtain the Landlord's prior written consent to make any alterations, additions or improvements to the residence. If a requested alteration is not set forth on the attached Schedule A, Tenant shall submit such request to the Borough Administrator and it shall be reviewed and approved by a committee comprised of the Council Liaison to Cultural and Heritage, the Borough Administrator and the Borough Director of Public Works. All alterations, additions and improvements become the Landlord's property. Landlord has no duty to paint the residence. If Tenant

makes permitted alterations, he must restore the residence to the condition it was in when the tenancy began, at the sole cost of the Tenant.

12. COMPLIANCE WITH LAWS, LIENS. The Tenant must comply with laws, orders, rules and requirements of governmental authorities and insurance companies which have issued or are about to issue policies covering this residence is part.

In performing its work, Tenant shall not do any act or make any contract which may create or be the foundation for any lien or other encumbrance upon the Landlord in the Solitude House Property or Improvements thereon, without Landlord's prior written approval. Should Tenant cause any alterations, rebuilding, replacements, changes, additions, improvements or repairs to be made to the Solitude House Property, or labor performed or material furnished therein, thereon or thereto, neither Landlord nor the Solitude House Property shall under any circumstances be liable for the payment of any expense incurred or for the value of any work done or material furnished, but all such alterations, rebuilding, replacements, changes, additions, improvements, repairs, labor and material, initiated by Tenant, shall be made, furnished and performed at Tenant's expense, and Tenant shall be solely and wholly responsible to the contractors, laborers and material men furnishing and performing such labor and material.

13. NO WAIVER BY LANDLORD. The Landlord does not give up any rights by accepting rent/in-kind services or any portion thereof or by failing to enforce the terms of this Lease.

14. NO ASSIGNMENT OR SUBLETTING OR OCCUPANCY BY OTHERS. The residence may not be occupied by anyone other than the Tenant. The Tenant may not sublet the residence nor may Tenant assign this Lease.

15. COMPLIANCE WITH LOCAL RECYCLING REGULATIONS. The Tenant shall comply with all recycling regulations of the Municipality and they shall be liable for any fines upon failure to comply with the recycling regulations or any other Municipal Ordinances or Regulation.

16. DAMAGE TO THE PREMISES. If the residence becomes damaged by fire or some other casualty, the Landlord has the right to either repair the damage or not. If the Landlord decides not to repair, then there is no liability against the Landlord for anything and there is no liability against the Tenant except to provide in-kind services/pay rent for the time the residence was occupied. If the damage resulted from any act or omission of the Tenant, his household members and/or guests or visitors, then the Tenant is responsible for any and all damages as additional rent on demand. The Landlord carries no insurance covering loss to Tenant's belongings and Tenant is responsible for securing his own insurance protection against loss to his/her belongings by fire or other cause.

17. INSURANCE. Tenant shall purchase at their own cost and expense, liability insurance on their personal property and for any damages or losses or personal injury caused to themselves or others on the said property, and shall indemnify and hold

harmless the Landlord from any claim for such liability, and shall name the Borough of High Bridge as an additional insured. The Tenant shall supply copy of the policy prior to taking occupancy. The Borough of High Bridge retains the right to have its carrier determine the acceptability of the tenant's coverage to ensure the Borough is adequately protected. Failure to provide such documentation by the Tenant shall automatically nullify this lease and provide the Landlord with immediate ability to notice the Tenants to vacate this property.

18. BAD CHECKS. Tenant agrees that a charge of 20.00 will be made for any return of any check submitted to the Landlord by any bank and then returned unpaid for any reason, with the charge being additional rent, payable with the next installment of rent, or deductible from the Tenant's security deposit.

19. TENANT ACCOUNT. All payments made by Tenant will first be applied to any past due balance and/or charges as per Lease agreement and balance, if any, applied to current rent.

20. RIGHTS ON VACATING. On the termination of the tenancy, such as by eviction, expiration of the Lease and/or Tenant moving out for any reason, or the Tenant being removed by eviction, if the Tenant and/or his household members and/or visitors leave anything in the residence, Landlord will hold such property for 30 days, but without any liability for any loss or damage to such property. If the Tenant and/or his household members do not claim such property within 30 days it becomes abandoned and the Landlord can do anything he wants with such property. In addition, the Tenant must pay the Landlord storage charges for keeping the property for the time the Landlord keeps it will, as well as the cost of moving the property from the residence to where the Landlord may store the property for the time he has it.

21. PROPERTY LEFT OUTSIDE THE RESIDENCE. Anything that is left outside the residence by anybody is assumed to be abandoned and may be thrown out or disposed of in any way by the Landlord.

22. TENANT TO OBEY ALL LAWS. No Tenant or his guests may do anything in the residence/house or on the grounds of which the residence is part, which is against any law or regulation of the Landlord or the Municipality where the residence is located, or the County or the State or the United States.

23. RE-ENTRY. If the Tenant and/or guests or visitors violate any terms of this Lease, then the Landlord has the right of re-entry. The term "re-entry" is a legal term referred to in N.J.S.A. 2a:18-61.1(e), which is a statute enacted by the State of New Jersey regulating the rights of landlords and tenants. The term "re-entry", in this section and in any part of this Lease, refers to and means the right of re-entry referred to in the Statute discussed in this section.

24. SOLICITING. Nobody, whether or not a Tenant, its guests or invitees, may conduct any type of commercial business, nor may solicit for anything on the premises of the Landlord.

25. SIGNS, ETC. Neither the Tenant and/or guests or visitors, may put out a sign or projection (such as a TV or radio dish) in or out of any of the windows or exteriors of the residence without Landlord's prior written consent. Nor may any clothes, curtains, etc., be hung out of or extend from the residence.

26. NO FIRE RISKS. Tenant must neither do anything nor keep anything that does or might increase fire insurance rates or violate any laws about fires or regulations of any fire department or any other Municipal Officials. Likewise, neither Tenant nor Tenant's guests or visitors may do anything or keep anything that is a fire risk. At no time may anyone, including but not limited to Tenant, disturb or in any way tamper with any smoke and/or fire alarm. Smoke detectors shall be supplied by the Landlord and maintained in operating condition by the Tenant.

27. VALIDITY OF LEASE. If a clause or provision of this Lease is legally invalid, the rest of this Lease remains in full force and effect.

28. PARTIES. The Landlord and the Tenant are bound by this Lease. All parties who lawfully succeed to their rights and responsibilities are also bound. Tenant is not an agent or employee of Landlord, and Tenant shall not enter into any agreement or commitment on Landlord's behalf without prior written notification to and approval by Landlord.

29. 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.

30. ADDITIONAL AGREEMENTS. In the following sections, "we" means the Landlord, "you" means the Tenant and "us" means both the Landlord as Tenant. We may cancel this Lease by giving you (a) Three days notice if the building is damaged, is unlivable, and it is anticipated that it cannot be repaired within 30 days of the date of the notice; (b) Four days notice, if it is found that any of the information you set forth in the application you filled out to rent the residence was or is incorrect, since we relied on that information when we rented you the residence; (c) If you do not move out when this Lease ends or is canceled or your tenancy is terminated, we may, bring dispossess proceedings against you; (d) If you do not leave the residence in good condition, normal wear and tear excluded, when you move out, you will pay on demand all costs of doing any work required to restore the premises.

31. ENTRY BY LANDLORD. The Landlord may enter the residence/house at any reasonable hour to inspect, repair, decorate or alter the residence upon at least 24 hours advance notice, unless access is required due to an existing emergency. During the last 60 days of this Lease, the Landlord may show the residence to prospective tenants

between 9:00 A.M. and 7:00 P.M., including Saturdays, Sundays and holidays. The Landlord may place "For Rent", "For Sale" and similar signs anywhere on the land where the residence/house is located. If the Tenant refuses access to the Landlord, then Tenant is responsible for all losses that result, including attorney fees and such may be charged as additional rent. It is also agreed that Landlord shall visit and inspect the Second Floor Residence Unit with Tenant at least twice per year to jointly conduct a visual inspection of the premises. These inspections shall take place approximately every six (6) months. As a result of these inspections Landlord and Tenant shall prepare a report identifying necessary repairs and routine maintenance to be performed beyond those items identified on the attached Schedule A.

32. QUIET ENJOYMENT. The Tenant may live in and use the residence without interference subject to the terms of this Lease. The Landlord is not responsible for any disturbances caused by any other invitees, visitors or guests to the Solitude Village Historic Complex of which the residence is a part. The property is owner occupied and accordingly the Landlord shall strictly enforce the "quiet enjoyment" provisions under this contract.

33. SUBORDINATION. The Lease and the Tenant's rights are subject and subordinate to present and future mortgages on the premises which include the residence. The Landlord may execute any papers on the Tenant's behalf as the Tenant's attorney in fact to accomplish this.

34. HAZARDOUS USE. The Tenant will not keep anything in the residence which is dangerous, flammable, explosive or might increase the danger of fire or any other hazard, or any part of the residence complex. **The residence is being leased as a non-smoking property.** Therefore, any and all smoking shall be conducted outside the structure of the property.

35. INJURY OR DAMAGE. The Tenant will be responsible for any injury or damage caused by the act or neglect of the Tenant, the Tenant's household members or their visitors. The costs of any such damage or injury must be immediately paid by the Tenant on demand, as additional rent.

36. RENEWALS AND CHANGES IN LEASE. The Landlord may begin to market and show the apartment 90 days before the termination of the existing lease. This lease will be bid annually.

37. NOTICES. Any notice required by this Lease will be served or made as follows: to the Tenant by regular mail addressed to the Tenant at the address of the residence; to the Landlord by regular mail, at the address of the Landlord at Borough Administrator, 97 West Main Street, High Bridge, New Jersey 08829.

38. MOVING OUT BEFORE END OF LEASE. If the Tenant moves out of or otherwise abandons the residence before the end of the term of this Lease, then the Landlord has the right and duty to find a new tenant for the residence. Until the Landlord

finds a new tenant for the residence, the Tenant must pay all rents that would have been paid if the Tenant had not moved out of or otherwise abandoned the residence. In addition to the rent, the Tenant must pay all of the expenses incurred by the Landlord in re-renting the residence, including advertising costs, broker's fees and attorney fees and costs. The Tenant agrees that the Tenant will not claim any set-off if the Landlord re-rents the residence at a rent higher than the Tenant had been paying before the Tenant moved out of or otherwise abandoned the residence.

39. NON-LIABILITY OF LANDLORD. The Landlord will not be liable to anyone if there is a change in the condition of the residence, regardless of the reason for the change and regardless of whether the injury is to person or property. This provision may be limited by law, but the Landlord does not voluntarily agree to the limitation imposed by law.

40. CONDEMNATION. If the residence is condemned, or taken for some purpose of condemnation, then all payments made to Landlord because of the condemnation, are the property of the Landlord. If such condemnation occurs, then this Lease then ends and the liability of the Tenant for rent will only be for the time the Tenant actually occupies the residence. Landlord will not be liable to Tenant for anything because of the condemnation.

41. APPLIANCES. If the residence includes a stove, refrigerator, microwave and ceiling fans/lights, or any other fixture owned by the Landlord, then the Tenant shall maintain these appliances and fixtures in good working order during and upon termination of this tenancy.

42. DEFAULT. If Tenant violates any terms of this Lease in any way and the Landlord incurs any expenses as a result, including attorney fees, then the Tenant must pay all such expenses on demand as additional rent. The term "expenses" includes attorney fees and costs, but is not limited to any specific type of expense; every type of expense is included.

43. NON-LIABILITY FOR PERSONAL PROPERTY OF TENANT. The Landlord is not liable for any loss of or damage to any personal property of Tenant, members of Tenant's household or guests or visitors, and Tenant specifically acknowledges same, and has purchased insurance as previously set forth.

44. FURTHER NON-LIABILITY OF LANDLORD. The Landlord is not responsible for any injury to Tenant and/or his household members and/or guests from any latent defect, overflow, seepage or leakage of water. Likewise, Landlord is not responsible for property damage from such causes or by theft or otherwise, and Tenant specifically acknowledges same, and has purchased insurance as previously set forth.

45. GENERAL NON-LIABILITY OF LANDLORD. The Landlord is not responsible for failure to provide or do anything he is required to provide or do if such failure was caused by conditions beyond Landlord's control.

46. LANDLORD DISCLOSURE STATEMENT. Attached hereto and made a part of this Lease is a Landlord Disclosure Statement for this residence/house. The Tenant hereby acknowledges receipt of same.

47. INTERPRETATION. Whenever any term in this Lease is in the singular or the plural, it has the same effect on anyone whose rights and/or duties are governed by such term; the same applies regardless of the gender of any term in this Lease.

48. TENANT ACKNOWLEDGMENT. By signing this Lease, the Tenant acknowledges that he has read this Lease and understands this Lease.

49 COMPLIANCE WITH RULES AND REGULATIONS. Tenant shall comply with the following Rules and Regulations set forth in this Lease. The Landlord may impose new Rules and Regulations at any time, on notice to the Tenant. If such occurs, then such new Rules and Regulations have the same effect as if they were originally part of this Lease. In the event that the Tenant determines that the new Rules and Regulations are unacceptable or interfere with the residential tenancy, the Tenant shall have the right to terminate the Lease upon 60 days advance written notice to the Landlord.

RULES AND REGULATIONS.

a. No internal combustion engines may be in the building at any time nor may fuel or lubricants be kept in the building.

b. There shall not be any obstructions in any part of the building at any time.

c. No Tenants shall do any act that is against the laws of the Municipality or the State or the United States nor keep anything in their residence that is against said laws.

d. No screen doors or awnings shall be installed or used in the interior or exterior of the residence.

e. No article shall be fastened to, nor holes drilled, nor nails or screws driven into the wall or partitions of the building, nor shall the walls or partitions be painted, papered or otherwise covered, or in any way marked or broken, without the written consent of the Landlord. Existing holes drilled, nails, screws in the walls or partitions of the building or painting or papering as a result of previous tenancies are excepted.

f. The Tenant and his household members must dispose of all trash, garbage etc., in the manner that the Landlord directs and when they direct.

g. Tenant shall give the Landlord a key for any lock on the residence and the Landlord is expressly given permission to enter the residence whenever the Landlord is of the opinion that access is needed for an emergency, and the opinion of the Landlord is

unquestioned and unquestionable. By signing this Lease, Tenant expressly allows the Landlord access to the residence at any time and for such reason.

h. No locks may be placed on the residence or any part of the residence without the written permission of the Landlord.

i. The Tenant and his household members shall not conduct any business or profession on the premises or in or from the residence.

j. No audio system, TV, radio, etc., may be played in such a manner or at such level as to bother anyone else in the proximity of the residence.

WITNESS:

LANDLORD: The Borough of High Bridge

By: Mark Desire, Mayor

TENANT(S):

EXHIBIT A

**MANAGEMENT PLAN AND REPAIR SCHEDULE FOR SOLITUDE HOUSE
7 RIVER ROAD, HIGH BRIDGE, NEW JERSEY**

MONTH	Description of work to be completed	Material Cost	Labor Hours	Hourly Labor Cost	Total Value
Month One					
Month Two					
Month Three					
Month Four					
Month Five					
Month Six					
Month Seven					
Month Eight					
Month Nine					
Month Ten					
Month Eleven					
Month Twelve					