

Exhibit A

License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”), is made as of _____, 2025 (the “**Effective Date**”), by and between the **MUNICIPALITY OF PRINCETON** having its principal office at 400 Witherspoon Street, Princeton, New Jersey 08540, County of Mercer, State of New Jersey (the “**Licensor**”), and **GREATER PRINCETON YOUTH ORCHESTRA**, a non-profit corporation of the State of New Jersey with a mailing address of at P.O. Box 3037 Princeton, NJ 08543 (“**Licensee**”, together with Licensor, the “**Parties**”).

WITNESSETH:

WHEREAS, the Licensor is the owner of the real properties located at 27 Franklin Avenue, Princeton, New Jersey, and 101 Walnut Lane, Princeton, New Jersey, which are designated on the municipal tax maps as Block 7301, Lot 1, and Block 31.01, Lot 105, respectively (collectively, the “**Property**”); and

WHEREAS, the Property is improved with the Williamson Hall and Lounge, the Bristol Chapel, the Cullen Center, the Playhouse, the Cottage, Dayton-Ithaca-Princeton Hall, Erdman Hall, the Hamilton House, the Relocatable-Classrooms, Seabrook Hall, a Storage Facility, the Student Center – WCC, the Talbott Library, Taylor Hall and other ancillary improvements (collectively, the “**Buildings**”); and

WHEREAS, the Licensee is a non-profit, 501(c)(3) corporation that provides students from elementary through high school with musical training and performance opportunities; and

WHEREAS, the Licensee has requested the right to use and access certain Buildings for the following purposes: (i) performance of administrative duties (“**Administrative Purpose**”); and (ii) orchestra rehearsals (“**Rehearsal Purpose**”), all in furtherance of Licensee’s non-profit purpose (collectively, the “**Program**”); and

WHEREAS, the Licensee has also requested to use certain equipment and personal property owned by the Licensor and/or its contractors, agents, and licensees (the “**Equipment**”), which Equipment is more particularly described on Schedule 1; and

WHEREAS, the Licensor has agreed, subject to the terms and conditions contained herein, to grant to Licensee and its employees, agents, invitees: (i) a revocable, non-exclusive license to enter and use Hillman Hall, Robert L. Annis Playhouse, and the Simmons and McClure Classrooms located in the Cullen Center (the “**Rehearsal Purpose Licensed Area**”) for the Rehearsal Purpose during the rehearsal purpose program hours (the “**Rehearsal Purpose Program Hours**”), which Rehearsal Purpose Program Hours and the corresponding area of the Rehearsal Purpose Licensed Area are more particularly identified in Schedule 1 (the “**Rehearsal Purpose License**”); (ii) a revocable, non-exclusive license to use the Equipment during the Rehearsal Purpose Program Hours (the “**Equipment License**”); and (iii) a revocable, exclusive license to enter and use eight (8) offices located in the west wing of the first floor in Williamson for the Administrative Purpose, which offices are more particularly identified on Schedule 2 as Studios A- H (the “**Administrative Purpose Licensed Area**”, collectively with the Rehearsal

Purpose Licensed Area, the “**Licensed Area**”) during the administrative program hours (the “**Administrative Program Hours**”, collectively with the Rehearsal Purpose Program Hours, the “**Program Hours**”), which Administrative Program Hours are more specifically identified in Schedule 1 (the “**Administrative Purpose License**”, collectively with the Rehearsal Purpose License and the Equipment License, the “**License**”); and

WHEREAS, the Licensee acknowledges that the Licensor intends to enter into a license agreement with Rider University (“**Rider**”) to authorize Rider to operate the Westminster Conservatory of Music (the “**Conservatory**”) on the Property; and

WHEREAS, Rider will operate the Conservatory on Monday through Friday, between 8:00 A.M. and 10:00 P.M. and Saturday, between 9:00 A.M. and 5:00 P.M. (the “**Conservatory Hours**”); and

WHEREAS, Rider, in consideration for the right to operate the Conservatory, has agreed to provide facility management services to the Licensee and other licensees using the Property (the “**Management Agreement**”), which services shall include the set-up of musical equipment, seating arrangements, and any other approved and available equipment and break down and removal of all equipment and facilities, and the return of the Building to its original condition following the conclusion of the Licensee’s use of the Licensed Area (collectively, the “**Support Services**”); and

WHEREAS, on August 25, 2025, the Mayor and Council of the Municipality of Princeton (the “**Governing Body**”) approved Resolution No. ____ to authorize the execution of this Agreement; and

WHEREAS, the Licensor and the Licensee desire to enter into this Agreement to memorialize the Parties’ rights and obligations with respect to the use of the Licensed Area and the Equipment for the Program.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and provisions set forth below, the Licensor and the Licensee do hereby agree as follows:

1. **Recitals Incorporated.** The above recitals are incorporated into this section of this Agreement as if fully set forth at length herein.

2. **Grant of License.** Subject to the provisions, covenants and agreements herein contained, Licensor hereby grants to Licensee the License.

3. **Term.** Upon its execution, this Agreement shall commence on September 1, 2025 and terminate on August 31, 2026, unless otherwise terminated sooner in accordance with the terms of this Agreement (the “**Term**”).

4. **Use.** The Licensee shall use the Licensed Area only and for no other purpose than the Program in accordance with the terms of this Agreement. The Licensee shall not occupy or use the

Licensed Area or the Property or any part thereof, nor permit or suffer the same to be occupied or used for any purposes other than as expressly set forth herein or for any purpose deemed unlawful, disreputable, or extra hazardous, on account of fire or other casualty. The Licensee shall comply with all reasonable rules and regulations promulgated by the Licenser relating to the Licensee's use of the Property, including those set forth in the Rules and Regulations attached hereto as Exhibit A, which may be amended from time to time by the Licenser.

5. **Fee.** In consideration of the Licenser executing this Agreement and providing the Licensee with access to, and use of, the Licensed Area and the Equipment, and in consideration of forgoing other opportunities with other users of the Licensed Area and the Equipment, the Licensee shall pay to the Licenser a license fee as set forth in Schedule 1 (the "**Fee**"). The Fee is payable in advance on the first day of each month to the Licenser at the payment address as set forth in Schedule 1 (the "**Payment Address**"), which payment address, from time to time, may be changed by the Licenser by providing the Licensee with written notice of the new payment address. The Fee for any partial month shall be prorated on the basis of the number of days in such month and the number of days in such month in the Term. Upon execution of this Agreement, Licensee shall pay to the Licenser the first month's Fee.

6. **Security Deposit.** Upon execution of this Agreement, Licensee shall pay to the Licenser at the Payment Address a deposit in the amount specified in Schedule 1 (the "**Deposit**"). The Deposit delivered by the Licensee to the Licenser will be held by the Licenser, in a non-interest bearing account, as security for the performance of Licensee's obligations under this Agreement. The Deposit will not be an advance payment of any amount to be paid by Licensee to the Licenser, or a measure of Licensee's liability for damages. The Licenser may, from time to time while an event of default remains uncured, without prejudice to any other remedy, use all or a portion of the Deposit to satisfy past due amounts, or repay the Licenser for damages and charges for which Licensee is liable under this Agreement or resulting from Licensee's breach of this Agreement. If the Licenser uses the Deposit as permitted by this Agreement, Licensee will immediately upon demand by the Licenser restore the Deposit to its original amount, and failure to do so will constitute a breach of this Agreement. Such use by the Licenser of the Deposit will not constitute a cure of the existing breach until such time as the entire amount owing to the Licenser is paid in full and the Deposit is fully restored. Provided that Licensee has performed all of its obligations under this Agreement, the Licenser will, unless otherwise provided in the Agreement, return any unapplied portion of the Deposit to Licensee within 30 days after the later to occur of: (i) the date Licensee surrenders possession of the Licensed Area to the Licenser in accordance with this Agreement; or (ii) the termination of the Term.

7. **Equipment.** The Licensee will provide all equipment and other items of personal property that the Licensee deems necessary for the Program, and the Licenser, unless otherwise specifically set forth in Schedule 1- Equipment of this Agreement, shall have no obligation to provide any kind of personal property and/or equipment to Licensee.

8. **Licensed Area Access.** The Licensee shall coordinate with Rider any and all requests for access to the Licensed Area. All communications to Rider shall be submitted in writing to the individual listed on Schedule 1 as Rider Contact Person. The Licensee shall be provided with keys

to access the Administrative Purpose Licensed Area, which shall be returned to the Licensor upon the termination of this Agreement.

9. **Support Services.** The Licensee shall submit all requests for Support Services to the Rider Contact Person listed on Schedule 1 (“**Support Services Request**”). A Support Services Request seeking Support Services during the Conservatory Hours shall be provided to the Rider Contact Person at least three (3) days prior to the date the Licensee is requesting the Support Services. If the Licensee requires Support Services during non-Conservatory Hours (“**Non-Conservatory Hours Support Services**”), the Licensee shall submit a Support Services Request at least (10) days prior to the date the Licensee is requesting the Support Services. The Licensee shall be responsible for reimbursing Rider for the actual costs incurred in an amount not to exceed \$300.00 for Non-Conservatory Hours Support Services. Notwithstanding any provision contained herein to the contrary, if the Licensee requests Rider move a piano from the Licensed Area, the Licensee shall be responsible to reimburse Rider for the actual costs incurred to move the piano.

10. **Utilities and Custodial Maintenance.**

- A. **Utilities.** The Licensor shall provide the Licensed Area with electric, gas, and water, including heat and air conditioning (the “**Utilities**”). The Licensee agrees not to overburden and to use the Utilities consistent with the Program. The Licensee shall be responsible for its own telephone, internet, and other telecommunications services in the Licensed Area. The Licensee acknowledges that kitchen appliances, including but not limited to large refrigerators and microwaves, are prohibited in the Licensed Area unless otherwise approved by the Licensor in writing in advance.
- B. **Custodial Maintenance.** The Licensor shall, subject to the Licensee’s obligation to leave the Licensed Area and Equipment in a clean and orderly manner, provide custodial services to the Rehearsal Purpose Licensed Area. The Licensee shall be responsible, at its own cost and expense, for providing custodial services and products, including but not limited to, paper products, trash bags and cleaning supplied, in the Administrative Purpose Licensed Areas.

11. **Expansion of License Area or Program Hours.** The Licensee’s access and use of the Buildings shall be limited to the Licensed Area during the Program Hours. The Licensee may submit a request in writing to the Licensor and Rider (“**Request to Extend**”) to request the use of additional areas of the Buildings and/or Property not included within the Licensed Area (the “**Non-Licensed Area**”) and/or expand the Program Hours (the “**Non-Program Hours**”). A Request to Extend shall be submitted a minimum of thirty (30) days in advance of the date the Licensee is seeking to use the Non-Licensed Area and/or use the Licensed Area during the Non-Program Hours. A Request to Extend shall only be granted by the Licensor, in writing, and upon the Licensee’s agreement to comply with any and all conditions required by the Licensor in approving the Request to Extend, including, but not limited to, payment to the Licensor of the additional use fee as set forth in Schedule 1 (the “**Additional Use Fee**”). The Additional Use Fee shall be paid to the Licensor at least ten (10) prior to the date the Licensee is seeking to use the Non-Licensed Area and/or use the Licensed Area during the Non-Program Hours.

12. **Substitute License Area.** The Licensors and/or Rider with the Licensors' prior approval shall have the exclusive right to provide a substitute Licensed Area, or part thereof, on the Property and/or replacement Equipment ("**Relocation**") for the Program, or part thereof. The Licensors shall provide the Licensee with five (5) days written notice of the Relocation, unless the Relocation is due to an emergency. Prior to the date of Relocation, the Licensee, at its sole cost and expense, shall be solely responsible, shall remove any and all of the Licensee's equipment, goods or other personal property from the Licensed Area. Any equipment, goods or other personal property of the Licensee or the Licensee's agents, employees, contractors, guests, licensees, and/or invitees that have not been removed by the date of Relocation shall be deemed abandoned in accordance with Section 26 herein.

13. **Temporary Closure of the Property.** The Licensors, in its sole discretion, shall have the right to temporarily close the Property due to inclement weather or other short-term emergency conditions (the "**Temporary Closure**"). The Licensee shall be prohibited from accessing the Licensed Area or the Property in the event of a Temporary Closure of the Property. The Temporary Closure of the Property shall not relieve the Licensee of any of its obligations arising under this Agreement.

14. **Access to License Area.** The Licensee, its agents, contractors, servants, employees, members, guests, and invitees, shall have the right to ingress and egress to and from the Licensed Area over such other portions of the Property as may reasonably be necessary to access the Licensed Area. In accessing the Licensed Area, the Licensee its agents, contractors, servants, employees, members, guests, licensees and invitees, shall not interfere with other existing or proposed uses or activities on the Property.

15. **Repairs and Care.** The Licensee has examined the Building, the Licensed Area and the Equipment and has entered into this Agreement, "AS IS," without any representation on the part of the Licensors as to the conditions thereof. The Licensee shall report to the Licensors and to Rider any damage to the Buildings, the Licensed Area and/or the Equipment within twenty-four (24) hours of its knowledge of the damage.

16. **Entry by Licensors.** The Licensee shall permit the Licensors, its agents or representatives, to enter the Licensed Area at any time during the Term to (i) examine, inspect and protect the Licensed Area, Equipment and the Building (including in the case of threat to life or property) or to make such alterations or repairs as the Licensors deems necessary in its sole judgment and (ii) exhibit the Licensed Area to prospective tenants, licensees, purchasers, lenders, investors and partners, provided that, in each case, the Licensors provides the Licensee with two (2) days written notice of such entry (except in the case of an emergency).

17. **No Assumption of Responsibility.** The Licensors assumes no responsibility for any personal property or the proper use of the Licensed Area, the Buildings, the Property and/or the Equipment by the Licensee's agents, employees, contractors, guests, and/or invitees.

18. **Licensee's Representations.** The Licensee warrants and represents that:

- A. The Licensee is and will continue to be a non-profit corporation organized, validly existing and in good standing under the laws of the State of New Jersey, and that it has received and will do all things necessary to maintain a determination from the Internal Revenue Service that it meets the requirements of Section 501(c)(3) of the Internal Revenue Code, and that it has all requisite corporate power and authority to execute, deliver and perform this Agreement.
- B. This Agreement has been authorized by all necessary corporate action on the part of the Licensee and has been or will be duly executed and delivered by the Licensee, and assuming due execution and delivery by the Licenser, constitutes a legal, valid, and binding of the Licensee enforceable against the Licensee in accordance with its terms.
- C. The execution and delivery of this Agreement, and compliance with the provisions hereof does not and will not conflict with or constitute a violation or default under the Licensee's Corporate Charter, By-Laws, or any indenture, mortgage, deed of trust or other agreement or instrument to which the Licensee is bound, or to the best knowledge of the Licensee, any statute or order, rule or regulation of any court or governmental agency or body having jurisdiction over the Licensee or of its activities or properties.
- D. The Licensee warrants and represents that no officer, agent, employee or representative of the Licenser has received any payment or other consideration for the making of this Agreement and that no officer, agent, employee or representative of the Licenser has any personal interest, directly or indirectly, in the Licensee, this Agreement or, to the knowledge of the Licensee, in the proceeds thereof.

19. **Independent Contractor**. In performance of this Agreement, the Licensee is acting as an independent contractor. Nothing contained in this Agreement will be construed to create a joint venture or partnership, or the relationship of principal and agent, or employer and employee, between the Licensee and the Licenser or between the Licensee's employees, contractors or agents and the Licenser. The Licensee's employees, contractors or agents, are not Licenser employees, contractors or agents and the Licensee shall continue to be fully responsible for their acts.

20. **Employees of Licensee/Non-discrimination**. The Licensee acknowledges and agrees that:

- A. The Licensee's employees, contractors or agents shall not be deemed to be employees, contractors or agents of the Licenser or any department thereof and that the Licensee alone is responsible for their work, labor or services, as well as for their direction and compensation. Nothing contained in this section or in any other provision of this Agreement shall (i) impose any liability or duty upon the Licenser to any person, firm, association or corporation employed or engaged by the Licensee as a coordinator, consultant or independent contractor or in any other capacity, or as an employee, contractor or agent of the Licensee or (ii) make the Licenser liable to any person, corporation, firm, association or to any governmental authority for any action, omission, liability, obligation or tax of whatsoever nature, including but not limited to

unemployment insurance or Social Security taxes of the Licensee or its coordinators, consultants, independent contractors, employees or agents.

- B. The Licensee shall comply with all applicable laws, rules, regulations and orders regarding non-discrimination and shall file such reports as may be required by law.

21. **Contact Person.** The individual listed on Schedule 1 as Licensee Contact Person shall act as the principal contact person for Licensee and coordinate activities in connection with the Program.

22. **Assignment by Licensee.** No assignment, sublicense or encumbrance of the Buildings, the Licensed Area, the Property or the Equipment may be made by the Licensee without the prior written consent of the Licensors, which consent shall be in the Licensors' sole discretion. If such consent is granted, each assignee or successor to the Licensee shall assume and be deemed to have assumed this Agreement and shall be and remain liable jointly and severally with the Licensee for the performance of all the terms, covenants, conditions and agreements herein.

23. **Assignment by Licensors.** The Licensors, in its sole discretion, may assign or transfer all or part of its rights and obligations under this License Agreement to a third-party, including any and all rights and obligations to Rider under the Management Agreement.

24. **Compliance with all Laws:** The Licensee shall, at the Licensee's own cost and expense, promptly comply with all laws, ordinances, rules, regulations, requirements and directives of the Federal, State, County and municipal governments or public authorities and of all their departments, bureaus and subdivisions, applicable to and affecting its use of the Buildings, the Licensed Area, the Property or the Equipment, or for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Licensee's use of the Buildings, Licensed Area and the Equipment, during the Term.

25. **Licensee Indemnification.** The Licensee shall indemnify, defend and hold harmless the Licensors, and its respective affiliates, officials, partners, principals, members, agents, servants, employees, contractors and invitees (individually, a "**Licensors Indemnitee**" and collectively, the "**Licensors' Indemnitees**") from and against any and all costs, losses, expenses, claims, mechanics or other liens, actions, proceedings and judgments suffered or incurred by any Licensors Indemnitee(s) (together with all fees and expenses in connection therewith, including reasonable attorneys' fees and disbursements) arising from or out of the negligent acts, willful omissions or willful conduct of the Licensee, its agents, contractors, servants, employees, members, guests, licensees and invitees conducted in, upon, about or that are in any way related to the use and occupation of any portion of the Buildings, the Licensed Area, the Property or the Equipment, or by reason of any breach or default of this Agreement by the Licensee; provided that the Licensee's obligations under this paragraph shall not extend to any matters resulting from the willful omissions or willful conduct of any Licensors Indemnitee. The provisions of this Section shall survive the expiration or other termination of the Term.

26. **Insurance.** The Licensee shall maintain insurance in accordance with the requirements contained in Exhibit B, which is attached hereto.

27. **Termination.** The Licensor, in its sole discretion, may revoke the License and terminate this Agreement, by providing Licensee thirty (30) days written notice.

28. **Surrender.** Upon the expiration of the Term, or on the sooner termination thereof, the Licensee shall peaceably and quietly leave, surrender and yield up unto the Licensor the Licensed Area free of occupants, and Licensee's equipment, goods or other personal property and the Equipment. Any equipment, goods or other personal property of the Licensee or the Licensee's agents, employees, contractors, guests, licensees, and/or invitees that has not been removed by the date of the termination of this Agreement, shall be considered as abandoned and the Licensor shall have the right, but not the obligation, without any notice, to sell or otherwise dispose of same, and shall not be accountable to the Licensee or the Licensee's agents, contractors, employees, guests, licensees, and/or invitees for any part of the proceeds of such sale, if any.

29. **Disputes.** If there is a dispute concerning either Party's performance under this Agreement, the Parties will attempt to resolve the dispute amicably between them. If the Parties cannot resolve the issue amicably, the Parties will mediate the dispute before a third-party mediator jointly agreed to by the Parties. Each Party will bear its own cost of participating in mediation and the Parties will share the cost of the mediator equally. If the dispute is not resolved through mediation, either Party may then pursue any available legal or equitable remedy to resolve the dispute.

30. **Notices.** Notices hereunder shall be in writing and shall be delivered by certified mail, return receipt requested, or by recognized overnight carrier such as Federal Express, addressed as provided for at the beginning of this Agreement.

31. **Entire Agreement.** This Agreement represents the entire understanding between the Parties with respect to the subject matter expressed herein. Neither prior or contemporaneous written statements, nor any prior, contemporaneous or future oral agreements shall be admissible to interpret, alter, modify or amend this Agreement.

32. **Amendments.** This Agreement may only be altered or amended by a subsequent writing duly authorized and executed by the Parties.

33. **Waiver.** No waiver, in whole or in part, of any right or remedy provided for in this Agreement shall operate as a waiver of any other right or remedy, except as may be otherwise provided herein.

34. **Severability.** If any of the provisions of this Agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall remain in full force and effect.

35. **Drafting Ambiguities and Interpretation.** In interpreting any provisions of this Agreement, no weight shall be given to, nor any construction or interpretation be influenced by, the fact that counsel for one of the Parties drafted this Agreement. Each Party recognizes that it has had an opportunity to review this Agreement with its counsel and have contributed to the final form of same. If any clause, provision or section of this Agreement shall be determined to be

apparently contrary to or conflicting with any other clause, provision or section of this Agreement, then the clause, provision or section containing the more specific provisions shall control and govern with respect to such apparent conflict.

36. **Governing Law**. This Agreement has been made, executed and delivered within, and pursuant to the laws of, the State of New Jersey. The laws of the State of New Jersey shall govern all matters arising out of or relating to this Agreement, including but not limited to its validity, interpretation, construction, performance and enforcement.

37. **Venue**. The Parties agree that venue and jurisdiction regarding any matter pertaining to this Agreement shall be in the Superior Court of New Jersey, Mercer County, Law Division and hereby consent to same.

38. **Counterparts**. This Agreement may be executed in counterparts, each of which when executed shall be deemed an original for all purposes.

[Signatures to Appear on the Next Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the date listed above.

WITNESS:

MUNICIPALITY OF PRINCETON

By: _____

Name: Mark Freda

Title: Mayor

WITNESS:

**GREATER PRINCETON YOUTH
ORCHESTRA**

By: _____

Name: Lorraine Goodman

Title: Executive Director

SCHEDULE 1

A. **Fee:** \$1,900.00 per month.

B. **Deposit:** \$6,000.00.

C. **Additional Use Fee:** \$300.00 per occurrence.

D. **Equipment:**

1. Full or Baby Grand Piano located in Hillman Hall.
2. Music Stands

E. **Rehearsal Purpose Program Hours:** The Rehearsal Purpose Program Hours, excluding federal and State holidays, shall be as follows:

<u>Date</u>	<u>Program Hours</u>	<u>Licensed Area</u>
<u>Mondays</u>	<u>4:00 P.M. to 10:00 P.M.</u>	<u>Hillman Hall, Robert L. Annis Playhouse, and the Simmons and McClure Classrooms within the Cullen Center.</u>
<u>Tuesdays</u>	<u>5:30 P.M. to 7:30 P.M.</u>	<u>Williamson Lounge and one (1) of the Simmons or McClure classrooms</u>

F. **Administrative Program Hours:** Mondays through Fridays, excluding federal and State holidays, from 8:00 A.M. to 6:00 P.M.

G. **Payment Address:**

Municipality of Princeton
Department of Infrastructure and Operations
400 Witherspoon Street
Princeton, New Jersey 08540
Attn: Deanna Stockton

H. **Licensee Contact Person:**

Name: _____
Title: _____
Phone: _____
Email: _____
Address: _____

I. **Rider Contact Person:**

Name: Mike Reca
Title: Vice President, University Operations
Phone: _____
Email: reca@rider.edu
Address: 2083 Lawrenceville Rd.,
Lawrenceville, NJ 08648

Administrative Purpose Licensed Area

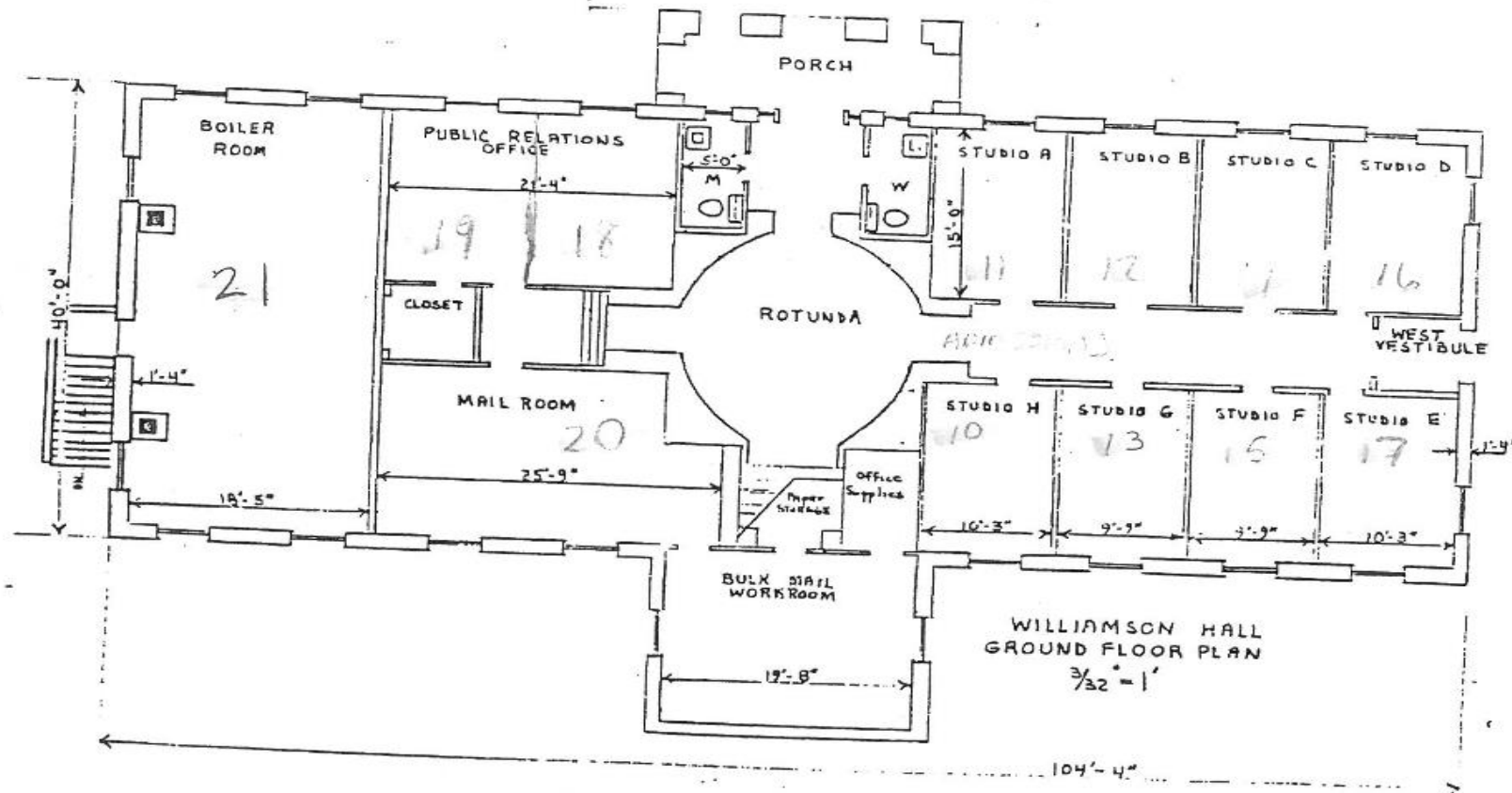


Exhibit A

Rules and Regulations

1. **Fire Codes/Permitted Occupancy.** The Licensee shall observe all fire codes, and the Licensee must assure that the number of employees, guests, contractors and invitees will not exceed the number of occupants permitted within any building or interior area that is subject to occupancy by a maximum number of persons.
2. **Licensed Area Left Clean and Orderly.** The Licensee shall ensure the Licensed Area and the Equipment are left clean and orderly.
3. **Parking.** The Licensee shall ensure that all employees, guests, invites, contractors, and vendors park any vehicles in designated spaces.
4. **Alcohol Prohibited.** Alcohol is prohibited to be consumed at any time on the Property or in the Buildings, including the Licensed Area, unless specific approval is granted by the Mayor and Council via resolution at a public meeting. Should this approval be granted by the Licensor, the Licensee shall agree to indemnify and hold harmless the Licensor from any claims for bodily injury, property damage, automobile liability, workers compensation and personal injury liability arising from the sale, distribution, serving or consumption of alcohol. The indemnification and hold harmless shall include any claims arising from the sale, serving, distribution or consumption of alcohol to underage (age 21) persons. The Licensee shall agree to comply with all terms and conditions of the approval granted by Mayor and Council, including adherence to any regulations/restrictions imposed by the State of New Jersey Division of Alcoholic Beverage Control.
5. **Smoking and Drugs Prohibited.** No person shall engage in smoking on the Property or in the Buildings, including the Licensed Area. No person shall use, possess or consume any narcotics or drugs on the Property or in any Building.
6. **Advertising.** No person shall post, paint, affix, distribute, hand out, deliver, place, cast, leave about or display any bill, billboard, placard, ticket, handbill, circular, flag, banner, transparency, target, sign or any other matter for advertising purposes, nor shall any person operate any musical instrument, or use any sound-making or amplifying device for advertising purposes or for the purpose of attracting attention to any exhibition, show, performance or other display on the Property or in the Buildings, including the Licensed Area.
7. **Peddling and soliciting.** No person shall solicit for any purpose, nor shall any person sell or offer for sale any object or merchandise or any other thing on the Property or in the Buildings, including the Licensed Area.
8. **Explosives.** No person shall bring into, or have in possession, at said the Property or in the Buildings, including the Licensed Area, any fireworks or any other explosives, including any substance, compounds, mixture or article having properties of such a character that alone or in combination or conjunction with other substances or compounds, may decompose suddenly

and generate sufficient heat, gas or pressure, or any or all of them to produce rapid flaming, combustion, or administer a destructive blow to surrounding objects.

9. **Firearms and weapons.** No person shall carry or possess firearms of any description; or air rifles, spring guns, bows and arrows, slings or any other form of weapon (concealed or not); or any instrument that can be loaded with and fire blank cartridges; or any kind of trapping device on the Property or in the Buildings, including the Licensed Area.
10. **Property damage.** No person shall injure, deface, displace, remove, fill in, raise, destroy, damage or tamper with the Property, the Buildings, including the Licensed Area, or any personal property located on the Property, real or personal, including the Equipment s.
11. **Program Hours.** No person shall enter or remain on the Property or in the Buildings, including the Licensed Area, prior to or after the Program Hours, except as may be authorized in writing by the Licensor.
12. **Minors.** All minor(s) shall not be permitted on the Property or in any Building, including the Licensed Area, unless a member of Licensee's Program or accompanied by a parent or guardian or custodian.
13. **Gambling Prohibited.** No person shall gamble on the Property or in the Buildings, including the Licensed Area..
14. **Access.** No person shall enter or leave the Property, the Buildings, including the Licensed Area except at established entrances and exits.
15. **Public Orders.** No person shall fail to obey, or interfere with a police officer, animal control officer or other board or Licensor's employee in the proper performance of duties on the Property the Property, the Buildings, including the Licensed Area.
16. **Non-Discrimination.** Licensee shall accommodate individuals regardless of age, sex, race, color, religion, creed, national origin, physical or mental disabilities, political affiliation, affectional preference, sexual orientation, marital status or any other status protected by law. The Licensee shall not discriminate on the basis of disability in admission, access, treatment or employment in its programs or activities.

Exhibit B

Insurance Requirements

The Licensee shall maintain insurance in accordance with the following requirements:

A. Insurance Types and Amount:

1. General liability insurance with limits of liability of not less than \$1,000,000.00 per "Occurrence" and \$2,000,000.00 annual aggregate for injury to persons including death and for damage to the property of others. The Licensor, its officers, employees, and agents as additional insured as an additional insured on a primary and non-contributory basis
2. Workers' Compensation insurance with not less than statutory minimum limits.
3. Employers' Liability Insurance with minimum limits of at least \$500,000.00 bodily injury by disease per employee, \$1,000,000.00 bodily injury by disease aggregate, \$500,000.00 bodily injury by accident and with an all states endorsement.

The limits cited under each insurance requirement listed above are established minimums; and it is the sole responsibility of the Licensee to purchase and maintain additional insurance that it may determine to be necessary for its own purposes, in relation to this Agreement or its other operations.

B. Additional Requirements.

1. All insurance and insurance policies required to be maintained pursuant to this Section shall:
 - a. Be written with insurance companies having an "AM Best rating of at least A-:VII or the S&P equivalent, and be authorized to do business in the State of New Jersey and approved, in writing, by the Licensee;
 - b. Be written with a policy form satisfactory to the Licensor;
 - c. Provide that the insurance policies may not be amended, modified, cancelled, reduced below the coverages required in this Section, or terminated for any reason, including but not limited to a failure to pay premiums and/or expiration by its terms, without providing Licensor with at least thirty (30) days' prior written notice or at least ten (10) days' prior written notice for failure to pay premiums;
 - d. Be primary and non-contributory with respect to the insurance or self-insurance or any other available insurance whether collectible or not;
 - e. Be written on an "Occurrence" policy form basis for Commercial General Liability insurance policy;

- f. Eliminate any co-insurance requirement in the policy through the attachment of an agreed amount endorsement; activation of an agreed value option, or as is otherwise appropriate under the particular form;
 - g. Provide that any losses payable thereunder shall be payable notwithstanding any act of negligence, or be endorsed to provide cross-liability coverage for all coverages required in this Section; and
- 2. Licensee shall furnish to Licensor, at least annually or upon earlier request, a Certificate of Insurance evidencing all of the herein specified policies of insurance with an insurer(s) and with limits meeting the requirements of this Agreement.
- 3. Nothing in the Agreement shall constitute a waiver of any statutory limits or exceptions on liability including, but not limited to, any limitation or exclusion of liability that may be available under the New Jersey Tort Claims Act.