

LEASE AGREEMENT
Community Park South Tennis Facility
Portion of Block 69.02, Lot 2 in the Municipality of Princeton
Mercer County, New Jersey

This Lease Agreement (“Lease” or “Lease Agreement”) entered into this ___ day of _____, 2025 between the Municipality of Princeton, a municipal corporation of the State of New Jersey, with its main offices at 400 Witherspoon Street, Princeton, New Jersey 08540 (“Princeton”) and Princeton Tennis Program, a nonprofit corporation of the State of New Jersey, with its main offices at Eve Kraft Community Tennis Center, 92 Washington Road, Princeton Junction, NJ 08550 (“PTP”).

WITNESSETH

WHEREAS, Princeton is the owner of premises known as Princeton Community Park South and designated on the Princeton Tax Map as Block 69.02, Lot 2 (“Property”); and

WHEREAS, a portion of the Property, known as the Community Park South Tennis Facility, houses fifteen tennis courts and appurtenant facilities including a structure known as the “tennis shed” (“Facility”); and

WHEREAS, the Facility has for many years been successfully operated for tennis programming and education by PTP on behalf of Princeton; and

WHEREAS, PTP is a nonprofit 501(c)(3) organization whose mission is to serve and connect the community of central New Jersey to the sport of tennis; and

WHEREAS, PTP is experienced in organizing, operating, and administering such a program on behalf of Princeton; and

WHEREAS, the parties have executed a Lease Agreement that commenced on March 1, 2024 through which PTP is leasing from Princeton twelve tennis courts for operation of tennis programming (“2024 Lease Agreement”); and

WHEREAS, Princeton is in the planning stages of a project for the reconstruction of the twelve tennis courts (“Project”), as well as additional upgrades and improvements to the remainder of the Facility; and

WHEREAS, PTP has offered to make a Capital Contribution (as defined herein) to Princeton towards the cost of funding the Project and other permitted purposes (also as defined herein), in exchange for a new, multi-year Lease Agreement; and

WHEREAS, in consideration of the Capital Contribution, Princeton seeks to execute a new Lease Agreement for an initial term of five years and up to three additional renewal terms of five years each; and

WHEREAS, N.J.S.A. 40A:12-14(c) authorizes Princeton to lease property not then needed for public use to a nonprofit corporation for a public purpose; and

WHEREAS, N.J.S.A. 40A:12-15 specifies that a lease for a public purpose authorized under N.J.S.A. 40A:12-14.c. shall be for any municipal public purpose, including, but not limited to under subsection (i), which includes any activity for the promotion of the health, safety, morals and general welfare of the community of any nonprofit corporation; and

WHEREAS, on _____ 2025, the Mayor and Council of the Municipality of Princeton duly adopted Ordinance # 2025-__ authorizing the lease for public purposes of the above-referenced portion of the Facility, and specifically for PTP's continued operation and maintenance of tennis programming to the community, which recreational programming promotes the health, safety, morals and general welfare of the Princeton community; and

WHEREAS, Princeton submitted this Lease to the New Jersey Department of Environmental Protection, Green Acres Program, for review and approval in accordance with the requirements of N.J.A.C. 7:36-25.13; and

NOW THEREFORE, in consideration of the terms and conditions set forth below and the mutual promises contained herein, the Municipality of Princeton ("Princeton") and Princeton Tennis Program ("PTP") (collectively the "parties") agree as follows:

1. Description of Existing Lease and Anticipated Reconstructed Leased Premises. Princeton is the owner of real property located at Princeton Community Park South, and designated on the Municipality of Princeton Tax Map as Block 69.02, Lot 2 ("Property"). A portion of the Property is currently improved for purposes of tennis and other recreational activities, known as the Community Park South Tennis Facility ("Facility").

- a. The Facility presently consists of a total of fifteen tennis courts and appurtenances, including a structure known as the "tennis shed." Under a lease agreement between the Parties which commenced on March 1, 2024 ("2024 Lease Agreement"), twelve of the courts and the tennis shed are leased to PTP, whereas three remaining courts at the Facility are excluded from the 2024 Lease Agreement. The 2024 Lease Agreement provides for an initial one-year term from March 1, 2024 to February 28, 2025, with two additional, optional one-year renewal terms from March 1, 2025 to February 28, 2026 and from March 1, 2026 to February 28, 2027. The Parties are currently in the first renewal term of the 2024 Lease Agreement, which commenced on March 1, 2025 and continues until February 28, 2026.
- b. Following the 2025 Regular Tennis Season (as defined hereinafter), Princeton plans to reconstruct twelve tennis courts at the Facility and build a new structure similar to the existing "tennis shed" ("Project"), and make additional improvements to the Facility.
 1. Princeton has hired a professional engineering firm to design the Project and the other improvements to be made to the Facility ("Design Work"). The Design Work is scheduled to take twelve months to complete. The Project's construction cannot commence until after the Design Work is completed, and

only then after a construction contract is bid and executed, which is anticipated to take place in 2026.

2. The Parties acknowledge and agree that the Design Work and commencement and completion of the Project's construction may be impacted by factors at the Property that are beyond the reasonable control or anticipation of Princeton, including but not limited to site conditions which may require environmental, soil, and/or wetlands remediation and other remedial work. Such factors may delay the commencement of the Project, increase the Project cost so that it is substantially higher than anticipated, or cause Princeton to decide to abandon some or all of the Project (or other Facility improvements) altogether. Accordingly, the Parties acknowledge and agree that if such conditions cause extensive delays in the Project or substantially increase the anticipated cost of the Project so that it is no longer feasible for Princeton, then prior to commencement of the Project, either Party may in good faith terminate this Lease Agreement without any further obligations or duties to the other Party. Notwithstanding anything to the contrary hereto, should Princeton decide that the Project is no longer feasible, the entirety of any portion of the Capital Contribution that has been paid by PTP shall be returned to PTP.
 3. PTP acknowledges that during the construction work in furtherance of the Project, the tennis courts will not be usable. Princeton anticipates that the Project will be completed in 2026 or 2027. However, it is not possible for Princeton to guarantee this time frame as indicated above. Therefore, the Parties shall work to ensure that PTP is able to continue to utilize the tennis courts prior to commencement of the work to the extent reasonably possible, which may necessitate renewal of the 2024 Lease Agreement for some or all of a portion of the 2026 Regular Tennis Season.
- c. Upon completion of the Project, PTP's right to use the twelve tennis courts, at least six of which courts shall be lit, and the "tennis shed" replacement structure ("Premises" or "Leased Premises"), shall take effect. The Premises shall be as shown on a new Exhibit A to this Lease Agreement to be annexed by the Parties following Project completion. Princeton intends to build new restroom facilities to support the new courts and the Facility, but the parties recognize that the new restroom facilities are not part of the Project, and that they may not be complete at the same time as when the Leased Premises is complete and ready for PTP's use.

2. Premises Subject to Lease, Liens, Encumbrances and Other Conditions. This Lease and the Premises are subject to all present liens, encumbrances, conditions, rights, easements and zoning and building laws, ordinances, regulations, and codes affecting or governing the Premises or that may affect and govern the Premises after the execution of the Lease, and all matters that may be disclosed by inspection or survey. This includes any terms, conditions, restrictions, and encumbrances imposed on funded or unfunded parkland (as applicable) pursuant to the provisions of the Green Acres Program Regulations, N.J.A.C. 7:36-1.1 et seq. and enabling legislation, as may be amended.

3. Initial Term; Renewal Term. This Lease shall take effect upon its execution by both Parties. The initial term of this Lease shall be five years (“initial term”), which shall commence on the Commencement Date and terminate on the fifth anniversary of the Commencement Date. As used herein, and indicated above, the “Commencement Date” shall mean January 1st after the date on which the Project is completed (i.e., a certificate of occupancy issued for use of the twelve tennis courts and tennis shed). Subject to the approval of the New Jersey Department of Environmental Protection (as may be necessary) and applicable laws and regulations, the Parties shall, at the end of the initial term, have the right to renew the Lease Agreement for up to three additional renewal terms (each referred to as a “renewal term”) as set forth below.

If extended for the first renewal term (years six to ten), there shall be no payment due at commencement of said renewal.

If extended for the second renewal term (years eleven to fifteen), there shall be \$150,000 due at commencement of said renewal.

If extended for the third and final renewal term (years sixteen to 20), there shall be \$150,000 due at commencement of said renewal.

Except for the first renewal term, either Party may elect to renew the Lease for any of the foregoing renewal terms by providing the other party with at least six months’ prior written notice of its intent to renew this Lease (prior to expiration of the term then in effect).

The Parties shall take such action as necessary to renew the Lease for the first renewal term unless the NJDEP does not approve the renewal term. The Parties shall submit to the NJDEP the necessary request for approval of the first renewal term at least 120 days prior to the end of the initial term. The Parties shall work diligently and cooperatively to submit this request. In the event the NJDEP does not approve the first renewal term, Princeton shall reimburse PTP \$150,000 of the Capital Contribution made pursuant to Section 4.a and b.

The total lease term, including any renewal terms, shall not exceed 20 years. The initial term, and any renewal term(s), shall collectively be referred to herein as the Lease “term”.

The Parties acknowledge that there may be a period between the Project completion date and the Commencement Date (the “Stub Period”). During this Stub Period, PTP shall pay consideration to Princeton, in addition to the Capital Contribution below, based on a percentage of the \$32,000.00 annual contribution set forth in the 2024 Lease Agreement that is in proportion to the amount of time within the Stub Period, and all provisions of this Lease will apply, except for the initial term.

4. Capital Contribution. PTP agrees to contribute to Princeton the following capital contribution(s) in consideration for use of the Premises (“Capital Contribution”):

- a. \$30,000 due when Princeton commences construction of the Project (i.e., at ground-breaking); and

- b. \$270,000 due when Princeton completes construction of the Project (i.e., at issuance of required certificate of occupancy) subject to the provisions herein; and
- c. Additional payments for each renewal term (if any), as follows:
 - i. \$150,000 due at commencement of each of the third and fourth optional five-year renewal terms (up to a total of \$300,000 for the final two renewal terms of five years each).

The Parties agree that each portion of the Capital Contribution shall first be used exclusively for the construction costs necessary to complete the Project, and thereafter shall be used to pay for and complete other improvement to the Property. Any remaining amounts received hereunder shall be used for operating, maintenance or capital expenses related to any of Princeton's other funded parkland or its recreation program as a whole.

5. Recreation Department and Board of Recreation Commissioners. This Lease and the duties, obligations and rights herein shall be administered by the Princeton Recreation Department in coordination with the Board of Recreation Commissioners.

6. PTP's Use of Premises; Duties, Obligations and Restrictions. In consideration of the promises set forth herein, PTP agrees as follows:

- a. To offer and provide a wide variety of programming, instruction, events and activities in an attempt to attract both prior participants as well as new participants to the Premises for the PTP programming. As part of its regular programming, instruction, events and activities, PTP is committed to continuing to provide to the community a variety of social equity programming. This social equity programming shall include a variety of free and discounted programming, scholarships and other inclusionary programs for underserved members of the community. A description of PTP's social equity programming in place at the time of execution of this Lease Agreement is attached hereto for illustrative purposes, as Exhibit B. PTP agrees to substantially continue the type of programming identified in Exhibit B, and to provide free and reduced services with a value of at least \$30,000 annually in support of the public's participation in those and similar social equity programming.
- b. To provide sufficient staffing at the tennis shed during agreed upon hours and pay the staff's full compensation, including but not limited to any benefits, overtime and workers' compensation. Staff of the PTP programming shall remain staff of PTP and shall not be considered employees of Princeton.
- c. To establish and collect membership fees and daily use fees. Such fees will be annually reviewed and mutually agreed upon by PTP and Princeton. Membership and daily use fees may be purchased by Princeton residents, as well as residents of other communities.
- d. To continue to work in conjunction with local schools to provide tennis court time,

when possible.

- e. To accommodate, to the extent practicable, pre-existing groups of participants and their needs (i.e., public schools) regarding tennis court use.
- f. To take responsibility for scheduling PTP programming and the other types of programming and court use identified in Subsections a., d. and e. of Section 6 above, and Subsections b. and c. of Section 8 below.
- g. To take responsibility for maintaining the twelve tennis courts that are the subject of this Lease Agreement, which shall include 100% of the cost (except for the provisions related to the second and third renewal terms) of maintaining and repairing court surfaces (i.e., crack repair and line painting), and of maintaining, repairing and replacing (as necessary) the nets and windscreens, and specifically excluding lighting and fencing. Maintenance shall not include the cost of utilities. PTP agrees to notify Princeton in writing prior to making repairs or alterations to the existing improvements at the Premises.
- h. To permit Princeton to retain use of ample storage space inside of the tennis shed for its basketball equipment, as well as permit Princeton access to the shed and storage unit at all times.
- i. To be responsible for regular, day-to-day trash/recycle clean-up within the Premises and immediate vicinity, and to deposit trash/recycle in cans outside the fenced areas to be collected by Princeton.
- j. To implement the tennis programming at the Premises in accordance with the general policies, rules and procedures of Princeton.
- k. To maintain the Premises in an orderly and clean manner.

7. Princeton's Duties, Obligations and Restrictions in Connection for Use of Premises. In consideration for the promises set forth herein, Princeton agrees as follows:

- a. To provide and maintain two temporary, portable restroom units similar to the type of portable restroom units provided under the 2024 Lease Agreement, to be located at the intersection of the tennis courts and the pathway into Community Park South. This obligation shall terminate upon Princeton's completion of construction of permanent restroom facilities at the Facility; Princeton shall be responsible for maintaining the temporary and permanent restroom facilities.
- b. To continue to promote PTP's programs at the Premises and as a long-standing vendor of tennis programming at the Facility.
- c. To provide maintenance assistance with pre-season "set-up" of courts and post-season "break-down" of courts, including installation (and removal) of windscreens

and nets.

- d. To provide mowing and arborvitae maintenance at the Facility and Premises.
- e. To empty trash and recycling containers located at tennis shed and around the perimeter of the Facility and Premises.
- f. To assign Princeton employee Joe Marroli, or his designee, as the communication liaison between PTP and Princeton.
- g. To discuss with and consider capital improvement requests suggested annually by PTP as set forth in Section 9 below.

8. Court Usage Generally; Drop-In Usage.

- a. Prior to the commencement of each tennis season at the Premises during the term of this Lease, PTP shall notify Princeton of its start and end dates for the upcoming season. It is anticipated that the season will commence in mid-April and end in mid-October each calendar year. The parties acknowledge that weather will play a role in when the Premises will be opened and available each spring. This period shall be referred to throughout the Lease as “Regular Tennis Season”.
- b. During each Regular Tennis Season, there may be periodic times when PTP does not have a staff member on-site to check memberships and directly oversee the court reservation system. This may lead to some court space being available for any interested user even if the user does not have a membership or reservation with PTP for use of the Premises. The parties recognize that PTP maintains the right to enforce the reservations that have been made through the online court reservation system, reserved court usage for PTP programs, events, camps, lessons, etc., as well as space that has been set aside for partners such as Community Park School, Princeton Unified Middle School, Princeton High School, and similar groups.
- c. In addition, PTP shall ensure that the public shall have reasonable access to the Premises on a regular basis via the use of daily passes and/or open court time available on a first-come, first-served basis. Such public access and use shall include free use time on the courts from 1:00 p.m. to 3:00 p.m. on three (3) courts, with additional free use time to be posted on a daily basis. In furtherance of this public access obligation, courts 4, 5, and 6 shall be made available to the public on a first-come, first-served basis from 1:00 p.m. to 3:00 p.m., seven (7) days per week, subject to posted exceptions including, but not limited to, use by Princeton High School or occasional tournament events. Public access and use shall be scheduled by PTP (with such scheduling subject to Princeton’s oversight and final approval to ensure reasonable public access), and shall not interfere with PTP’s regular programming, camps, and lessons, and may vary from day-to-day or week-to-week. In addition, Princeton’s approval shall be subject to a reasonable standard based on past and prior uses and agreed on by PTP and Princeton.

- d. Also prior to the commencement and then at the end of each Regular Tennis Season, the Premises' courts will be available for public use, without a membership or reservations, on a first-come, first-serve basis. Princeton shall be responsible for operating and maintaining the Premises before and after each Regular Tennis Season.
- e. Princeton reserves the right to access the Premises for purposes of inspection, observation and any other legitimate purpose.

9. Annual Report and Review. PTP shall, as required by law, annually submit a report to Princeton. The annual report shall be submitted no later than June for the prior twelve-month period. The report shall include the following at a minimum:

- a. Affirmation of the use to which this Lease was put during each year; and
- b. Details regarding the activities of PTP undertaken in furtherance of the public purposes of this Lease, including but not limited to the social equity programming as described in Subsection a. of Section 6 above. The description of the social equity programming provided shall include, to the extent reasonably possible, details regarding the types of programs and approximate quantity of participants and Princeton residents served; and
- c. The approximate value or cost, of PTP's activities in furtherance of the foregoing purposes; and
- d. Affirmation of the continued tax-exempt status of PTP pursuant to both State and federal law.

A component of this annual reporting and review shall involve PTP making recommendations to Princeton for capital improvements to the Facility. Princeton shall, in its sole discretion, consider capital improvements recommended by PTP for inclusion in its annual capital budget request as a part of Princeton's annual budget cycle.

10. Inconsistent Uses. As indicated above, the Premises shall be used solely for conducting tennis programs and activities as provided above, and no other type of use or activities shall be permitted. Any use of the Premises by PTP that is not consistent with the Lease Agreement shall be a material breach of said Lease Agreement and grounds for its termination by Princeton. The parties recognize that this Lease only applies to PTP's programs and activities which are operated and administered at the Facility and Premises.

11. General Maintenance; Personal Property.

- a. PTP will be obligated to take good care of the Premises and maintain same. PTP shall, at its own cost and expense, make routine repairs and perform routine

maintenance to the courts as required to maintain said condition under the maintenance obligations set forth in Subsection g. of Section 6 above. PTP will keep the Premises free from litter and debris.

- b. At the end of this Lease, PTP shall remove all of PTP's personal property. Anything remaining on the Premises the day following expiration of the term (as may be renewed) will be considered abandoned, and any cost of removal or disposal of said property will be charged to PTP.
- c. Princeton or its duly authorized representatives shall have access to and the right to enter upon the Premises during reasonable hours for the purpose of ensuring the compliance with the Lease Agreement and Green Acres Program Regulations (as applicable), and to make repairs and alterations for the safety and preservation of the Premises. Notwithstanding the above, Princeton will not have any obligation to make any inspections of or repairs to the Premises. Princeton's right to enter upon said Premises shall be subject to the exercise of ordinary care and caution and shall not interfere with PTP's activities.
- d. The Premises shall be kept accessible to the public at all times and PTP shall not establish barriers of any type on or about the Premises, except that the public shall not be permitted access to those areas where programming is taking place.
- e. PTP shall not place or allow signs on, in, or around the Premises except as authorized in writing by Princeton. However, the Parties agree that PTP may place temporary banners and windscreens with PTP's logo without Princeton's prior written consent.

12. Title and Quiet Enjoyment.

- a. Princeton represents and agrees that: the title to the Premises shall remain in Princeton and no conveyance of title is intended with said Lease, nor shall said Lease be deemed a conveyance of any title or other right or interest in the Premises to PTP not specifically contained in the Lease; it has a right to enter into this Lease; the person signing this Lease has the authority to sign; except as otherwise provided in this Lease, PTP is entitled to access to the Premises at all times for purposes of operating the Premises, exercising its rights and performing its obligations hereunder; and PTP is entitled to the quiet possession of the Premises throughout the term of the Lease Agreement, so long as PTP is not in default hereunder.
- b. Notwithstanding the above, Princeton shall retain all rights, title and interest in the Premises, including but not limited to the right to make improvements on the Premises not inconsistent with PTP's activities and rights hereunder.

13. Assignment and Sublease. PTP shall not be permitted to assign, mortgage or sublease any portion of the Lease Agreement or Premises subject to the Lease.

14. Waiver of Claims; Indemnification. Neither Princeton or the New Jersey Department of

Environmental Protection ("NJDEP"), or any of their officers, employees, agents, servants or consultants, will be liable for any loss, damage, or injury of any kind or character to any person or property arising from PTP's use of and operation of the Facility and the Leased Premises, or caused by or arising from any act or omission of PTP, or any of its agents, subcontractors, employees, licensees, and/or invitees, or occasioned by the failure of PTP to maintain the Premises in a safe condition. PTP and each of its agents, subcontractors, employees, licensees, and/or invitees: waive any and all claims and demands on their behalf against Princeton and the NJDEP, and each of their officers, employees, agents, servants and consultants, for any loss, damage or injury; and agree to defend, indemnify and hold Princeton and NJDEP, and each of their officers, employees, agents, servants and consultants, harmless from any and all liability from or against any loss, damage, costs (including but not limited to attorney's fees), damage to property, or injury or debt to any person, and from all costs and expenses arising from any claims or demands or other persons concerning any loss, damage, or injury caused in connection with this Lease Agreement or PTP's non-compliance with applicable law or regulation. If PTP receives any notice of a tort or other claim involving the use of the Facility, Premises or Property, PTP shall immediately notify Princeton in writing of said claim.

15. Insurance. PTP agrees to maintain, during the life of this Lease Agreement, liability insurance, which shall name Princeton and NJDEP, and each of their employees, officers, agents, servants and consultants, as additional insured on all policies except for Workers' Compensation coverage, and shall be clearly shown as such in the Certificate(s) of Insurance required below. All insurance policies required pursuant to this Section shall be primary as to any other insurance in effect as to Princeton and NJDEP. In accordance with the following limits and minimum requirements, PTP shall purchase and maintain insurance with companies that are, in the judgment of Princeton, financially capable of providing the requisite insurance:

- a. Workmen's Compensation and Employer's Liability Insurance in accordance with the requirements of the General Laws of New Jersey and all other applicable laws and regulations, and employer's liability insurance with a minimum combined single limit of not less than \$1,000,000 per accident or for disease and \$1,000,000 per occurrence.
- b. Commercial General Liability Insurance Including Contractor's Liability and Contractual Liability Insurance with a minimum combined single limit of \$1,000,000 for bodily injury and/or property damage per accident per occurrence, and a \$2,000,000 annual aggregate. All liability coverage shall be on an occurrence basis.
- c. Comprehensive Automobile Liability Insurance, covering PTP for claims arising from all owned, hired and non-owned vehicles with a combined single limit not less than \$1,000,000 for bodily injury and/or property damage each accident.
- d. Contractual Liability Insurance must be included in the liability insurance described above specifically insuring the Indemnification Clause specified hereinabove in the Lease Agreement.
- e. Renewal Term. The foregoing policy limits may be increased by Princeton as reasonably required for any renewal term, based on inflation and market conditions.

f. Certificates of Insurance; Notice Requirements.

- i. Certificate(s) of insurance evidencing the coverage required above must be filed with Princeton prior to the commencement of the initial term, and shall be updated as necessary to ensure proof of compliance. The insurance certificate is subject to review and approval of Princeton Attorney.
- ii. Princeton shall be given at least thirty (30) days prior written notice of any intention not to renew any of the insurance required herein or of any intention to cancel or materially change such coverage, or any reduction in such insurance coverage.

16. Compliance with Lease, NJDEP and Green Acres Rules and Regulations, Applicable Law. As its sole cost and expense, PTP agrees to comply with the provisions of this Lease Agreement; any and all applicable laws, ordinances, rules and regulations, including but not limited to the applicable requirements of the Green Acres Program Rules, N.J.A.C. 7:36-1.1 et seq., and in particular N.J.A.C. 7:36-25 (as applicable); and all deed restrictions, if any, that pertain to the Premises. PTP agrees that all activities conducted on the Premises are governed by the requirements of N.J.A.C. 7:36-1.1 et seq. and N.J.A.C. 7:36-25 (as applicable), and any other applicable laws, ordinances, rules and regulations, the provisions of the Lease Agreement, and all deed restrictions, if any, that pertain to the Premises.

17. Affirmative Action. PTP shall comply with the Affirmative Action Addendum, attached hereto as Exhibit C.

18. Liens and Encumbrances. PTP shall not create, permit or suffer any mechanic's or other lien, encumbrance or mortgage on or affecting the Premises or Princeton's title thereto, except as specifically permitted in this Lease.

19. Condition of Premises. The Premises is being leased "as is" and Princeton makes no representation or warranty about the condition thereof.

20. Notice. Any notice provided for herein shall be given in writing and shall be deemed validly given if delivered by personal delivery, overnight air carrier service or certified or registered U.S. Mail, postage pre-paid, return receipt requested, addressed as follows:

Princeton: Princeton Recreation Department
380 Witherspoon Street
Princeton, New Jersey 08542

PTP:

Notice shall be deemed effective upon receipt if given personally or by certified or registered mail, or by confirmed overnight carrier. The person to whom and the place to which notices are to be delivered may be changed from time to time by written notice to the other party.

21. Default; Early Termination of Lease Agreement.

- a. If either Party defaults in the performance of any material covenant, condition, term or agreement contained herein, and such default is not cured within 30 days after the defaulting Party's receipt of written notice of such default, the non-defaulting Party may terminate this Lease upon written notice to the defaulting Party; provided however, where any such default cannot reasonably be cured within 30 days (except as provided in Subsection b. immediately below), the non-defaulting Party may not terminate this Lease if the defaulting Party commences to cure such default within the 30-day period, and thereafter diligently pursues such cure to completion.
- b. In addition to the foregoing, Princeton shall have the right to terminate the Lease upon 30 days' prior written notice as follows:
 - i. If PTP fails to maintain its good standing as a nonprofit 501(c)(3) organization or otherwise abandons or substantially alters its mission to serve the central New Jersey community in the sport of tennis, and fails to cure same within the 30-day notice period; or
 - ii. If PTP fails to utilize the Premises for purposes of conducting tennis programming and activities on Princeton's behalf and in furtherance of the public interest, and fails to cure same to Princeton's reasonable satisfaction within the 30-day notice period.
- c. Effect of Termination.
 - i. In the event of a default and termination prior to the end of the term then effect in accordance with Subsection a. or b. of this Section 21, the non-defaulting Party shall be entitled to all remedies at law or in equity. In addition:
 - a. If PTP terminates the Lease Agreement for Princeton's default and PTP is not also then in default, then Princeton shall be obligated to refund that portion of the Capital Contribution made by PTP under this Lease Agreement to reflect the unexpired term then in effect (but not any potential, unexercised renewal terms), based on the prorated amount of the contribution.
 - b. If Princeton terminates the Lease Agreement for PTP's default and Princeton is not also then in default, then Princeton shall not be obligated to refund any portion of the Capital Contribution made to Princeton under this Lease Agreement.

- ii. In the event the Parties mutually terminate this Lease Agreement prior to the end of the term then in effect, then Princeton shall not be obligated to repay any portion of the Capital Contribution.

22. Expiration of Term. On the expiration date of term of this Lease, on early termination for cause as set forth in Section 21 above, or on mutual termination of the Lease Agreement by both Parties, PTP shall promptly quit and surrender the Premises, and deliver to Princeton actual possession of the Premises in good order, condition and repair. In no event shall the non-renewal of the initial term or any renewal term be considered an early termination of this Lease Agreement.

23. Severability. In the event that any one or more provisions hereof shall be found to be illegal or unenforceable, the remaining terms shall nevertheless remain in full force and effect unless such illegality or unenforceability shall defeat the essential purpose of this Lease.

24. Entire Agreement. This Lease Agreement represents the entire agreement between Princeton and PTP. No amendments or modifications to this Lease shall be binding unless: made in writing and duly executed by the parties hereto, approved by NJDEP and are otherwise in accordance with applicable laws and regulations. This Lease supersedes and cancels all previous agreements between the parties covering the Leased Premises, except if this Lease is executed prior to expiration of the 2024 Lease Agreement.

25. Governing Law. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of New Jersey.

26. Headings. Section headings in this Lease are inserted only for reference and in no way define, limit or describe the scope or intent of this Lease, nor affect its terms and provisions.

27. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Lease or to exercise any of its rights hereunder shall not waive such rights, but the parties shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity.

28. Authority to Sign. Princeton and PTP represent that that all necessary resolutions and ordinances have been passed or adopted, as necessary, or documents signed to give the individual signatories below full legal authority to sign this agreement.

IN WITNESS WHEREOF, the parties hereby execute this Lease Agreement the day and year first above written.

SIGNATURES NEXT PAGE

ATTEST:

MUNICIPALITY OF PRINCETON

Rayna Harris, Clerk

By: _____
Hon. Mark Freda, Mayor

ATTEST:

PRINCETON TENNIS PROGRAM

By: _____

EXHIBIT A

EXHIBIT B

- PTP offers a free year-round tennis program for juniors and young adults with **Autism**. It is conducted with 1 certified pro and a crew of volunteers through the Princeton and West Windsor High Schools. The high school volunteers receive training and community service hours through this worthwhile program. (revenue: \$0; expense: \$5,850)
- PTP offers free tennis programs in partnership with Community House in Princeton, Every Child Valued in Lawrence, Bordentown Middle School, Hamilton Y and NJTL-Trenton. These nonprofits work with at risk juniors. (revenue: \$0; expense: \$6842)
- PTP partners with **Community Park Elementary School** offering free lessons during the gym classes for all 3rd, 4th, and 5th graders and introducing 120 new young players to the game each year. (revenue: \$0; expense: \$3,950)
- Discount Senior Programs: For over 30 years PTP has subsidized lessons and programs for area seniors. These specialized programs are designed to promote health, fun, meeting new people and wellbeing. (Revenue: \$38,987 Expense: \$56,608)
- Play Tennis Events: Free 1-day events designed to provide an exciting opportunity for both juniors and adults to try tennis. (expense: \$1,000)
- Scholarships and Financial Aid are awarded to children that could otherwise not afford to play tennis. (revenue: \$0; expense: \$26,725)
- Camp Shriver - PTP partnered with Special Olympics to bring tennis to their summer training center (Revenue: \$0; expense: \$998)

EXHIBIT C

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 *et seq.* (P.L.1975, c.127)

N.J.A.C. 17:27 *et seq.*

GOODS, GENERAL SERVICES, AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 *et seq.*, as amended and supplemented from time to time, and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and courts decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA-302 (electronically provided by the Division and distributed to the public agency through the Division's website at: http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 *et seq.*

Signature

Date

Print Name and Company