

Exhibit A

License Agreement

LICENSE AGREEMENT

THIS LICENSE AGREEMENT (the “**Agreement**”), is made as of September 1, 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 Rider University, with offices located at 2083 Lawrenceville Rd., Lawrenceville, NJ 08648 (the “**Licensee**”). The Licensor and the Licensee may be referred to in this Agreement individually as a “**Party**” and together as 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, and 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 (“**Williamson**”), 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, a non-profit 501(c)(3) corporation, has operated the Westminster Conservatory of Music (the “**Conservatory**”) at the Property; and

WHEREAS, the Conservatory offers members of the public of all ages, skill levels, instrument preferences, and economic backgrounds, the ability to obtain musical training; and

WHEREAS, the Conservatory offers musical classes Monday through Friday, between 3:00 P.M. to 9:00 P.M. and Saturday, between 10:00 A.M. to 4:00 P.M. in certain facilities located on the Property, including: Bristol Chapel, the Cullen Center, the Playhouse, the Cottage, and Princeton Hall (the “**Licensed Area**”) and is staffed 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. (collectively, the “**Conservatory Hours**”); and

WHEREAS, the Licensee acknowledges that the Licensor and third-party entities, which third-party entities may be amended and/or supplemented, from time to time, upon the mutual agreement of the Licensor and Licensee (the “**Third-Party Users**”), have entered into license agreements to grant the Third-Party Users the right to access and use certain buildings on the Property (the “**Third-Party License Agreements**”); and

WHEREAS, the Licensee acknowledges receipt of the Third-Party License Agreements as of the date of this Agreement; and

WHEREAS, the Licensee has agreed to provide public safety services on the Property, custodial services within the Cottage and Princeton Hall, management and support services for the

Error! Unknown document property name.

Third-Party Users, and equipment for use by the Licensor, the Third-Party Users, and Licensor's licensees, tenants, guests and invitees, all as more particularly described herein (the "Services"); and

WHEREAS, the continued operation of the Conservatory will promote the health, safety, morals and general welfare of the Licensor's residents and community; and

WHEREAS, the Licensor desires to grant the Licensee a license to permit the continued operation of the Conservatory upon the terms, covenants and conditions hereinafter provided; 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 continued operation of the Conservatory and use of the Licensed Area.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, and intending to be legally bound hereby, the Parties hereto 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**. The Licensor hereby grants unto the Licensee, and the Licensee hereby accepts from the Licensor, a non-exclusive, revocable license to use the Licensed Area during the Conservatory Hours for the Term of this Agreement (the "License"), and upon the terms, covenants and conditions hereinafter provided.

3. **Use**. The Licensee shall use and occupy the Licensed Area only and for no other purpose than operating the Conservatory and providing the Services 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 Licensor 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 Licensor.

4. **Term**. Upon its execution, this Agreement shall commence on September 1, 2025 and terminate on December 31, 2025, unless otherwise terminated sooner in accordance with the terms of this Agreement (the "**Term**"). The Licensee may submit a request to the Licensor to extend the Term of the Agreement. The Licensor, in its sole discretion, may grant or deny a request for an extension. Any extension to the Term approved by the Governing Body shall be memorialized in accordance with Section 25 herein.

5. **Licensee's Services.** In consideration of the Licensors executing this Agreement and providing the Licensee with access to, and use of, the Licensed Area, the Licensee shall provide the following Services to the Licensors and the Property:

- A. **Public Safety.** The Licensee will deploy one (1) public safety officer (the “**Officer**”) to the Property from 3:00 P.M. to 11:00 P.M., Monday through Friday, for the purpose of providing a visible public safety presence on the Property. The Officer will be responsible for performing Property patrols, building walkthroughs, and identify and report medical, fire and other emergencies. The Officers shall immediately report any criminal conduct, fire, medical or other emergency to the Princeton Police Department. The Licensee will retain complete and final authority over the supervision, direction, scheduling, assignment, and command and control of the Officer. The Licensee shall furnish and supply the Officers with all necessary equipment, communication equipment, and supplies necessary to provide the services pursuant to this Agreement.
- B. **Custodial Services.** The Licensee shall provide custodial services, as more particularly described in Schedule 1, within the Cottage and Princeton Hall.
- C. **Management & Support.** The Licensee shall provide onsite management services to the Third-Party Users, which shall include, but not limited to, the following:
 - (i) **Building Access:** Providing the Third-Party Users with assistance to access the Buildings in accordance with the Third-Party License Agreements;
 - (ii) **Scheduling:** Scheduling the Third-Party Users use of the Buildings in accordance with the Third-Party License Agreements;
 - (iii) **Third-Party Use Support:** The Licensee shall, upon request by a Third-Party User (“**Support Request**”), set-up musical equipment, seating arrangements, and any other approved and available equipment and break down and remove all equipment and facilities, and return the Building to its original condition following the conclusion of the Third-Party Users use (collectively, the “**Use Support**”) during the Conservatory Hours. The Support Request shall be provided at least three (3) days prior to the date the Third-Party User requests the Use Support from the Licensee.

The Licensee shall, upon receiving a request for Use Support during non-Conservatory Hours (“**Non-Conservatory Support Request**”), provide Use Support as requested to the Third-Party User. A Non-Conservatory Support Request shall be provided by the Third-Party User at least (10) days prior to the date the Third-Party User requests the Licensee provide the Use Support. The Licensee, upon providing Use Support during non-Conservatory Hours, shall be entitled to seek reimbursement for the actual costs incurred from the Third-Party User in an amount not to exceed \$300.00 (the “**Reimbursement Fee**”). The Licensee shall be solely responsible for invoicing and collecting any Reimbursement Fee from a Third-Party User. The Licensors shall not be liable for

the payment of any Reimbursement Fee incurred by a Third-Party User, and the Licensee expressly waives any and all rights the Licensee may have against the Licensors to seek to recover any Reimbursement Fee.

Notwithstanding anything contained herein to the contrary, the Licensee shall be entitled to seek reimbursement from a Third-Party User for the full, and actual cost incurred by Licensee to move a piano at the request of a Third-Party User.

- D. **Equipment.** The Licensee shall provide a full grand piano (the “**Piano**”) and music stands in Hillman Hall for use by the Licensors, the Third-Party Users, and the Licensors’s licensees, tenants, guests and invitees. The Licensee agrees to maintain and service the Piano and keep it in good working order, including tuning of the Piano at least once a month. The Licensee shall not be responsible for repairing the Piano if damaged or destroyed.

6. **Contact Person.** The Licensee has designated:

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

to serve as the principal contact person for Licensee and coordinate activities in connection with the Licensors and the Third-Party Users.

7. **Licensed Area “AS IS”.** The Licensee has examined the Licensed Area and the Property and has entered into this Agreement, “AS IS,” without any representation on the part of the Licensors as to the condition thereof. The Licensee shall not be responsible to perform maintenance of any capital improvements within the Licensed Area.

8. **Utilities.** The Licensors 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 purpose of the Conservatory. The Licensee shall be responsible for its own telephone, internet, and other telecommunications services in the Licensed Area.

9. **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). If the Licensors decides to make

alterations or repairs that substantially limits the Licensee's use of the to the Licensed Area, or any part thereof, the Licensors shall provide a substitute Licensed Area in accordance with Section 11 of this Agreement.

10. **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 Conservatory Hours. The Licensee may submit a request in writing to the Licensors ("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 Conservatory 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 Licensors, in writing, and upon the Licensee's agreement to comply with any and all conditions required by the Licensors in approving the Request to Extend, including, but not limited to, payment to the Licensors of a use fee, the amount of which, if any, will be determined by the Licensors (the "Additional Use Fee"). The Additional Use Fee, if required, shall be paid to the Licensors 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.

11. **Substitute License Area.** The Licensors shall have the exclusive right to provide a substitute Licensed Area on the Property ("Relocation") for all or part of the Conservatory. The Licensors shall provide the Licensee with fourteen (14) days written notice of the Relocation, unless the Relocation is due to an emergency. Prior to the date of Relocation, the Licensee shall, at its sole cost and expense, 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 14 herein.

12. **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. If a Temporary Closure requires the Conservatory to cease operations for three (3) or more consecutive days, any classes canceled due to the Temporary Closure, may be rescheduled to a time and date that is mutually acceptable to the Parties.

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

14. **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 Licensors all the Licensed Area and the Property free of occupants, equipment, goods or other personal property. 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

expiration of the Term, 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.

15. **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 Licensor or between the Licensee's employees, contractors or agents and the Licensor. The Licensee's employees, contractors or agents, are not Licensor employees, contractors or agents and the Licensee shall continue to be fully responsible for their acts. The Parties acknowledge that the Third-Party Users are not Licensee's employees, contractors or agents and Licensee is not responsible for the conduct of the Third-Party Users.

16. **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 Licensor 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 Licensor 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 Licensor 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.

17. **Licensee Indemnification**. The Licensee shall indemnify, defend and hold harmless the Licensor, and its respective affiliates, officials, partners, principals, members, agents, servants, employees, contractors and invitees (individually, a "Licensor Indemnitee" and collectively, the "Licensor's Indemnitees") from and against any and all costs, losses, expenses, claims, mechanics or other liens, actions, proceedings and judgments suffered or incurred by any Licensor 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 Property or the Services, 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 negligent acts, subject to the New Jersey Torts Claim

Act, *N.J.S.A.* 59:1-1, et seq., willful omissions or willful conduct of any Licensor Indemnitee. The provisions of this Section 17 shall survive the expiration or other termination of the Term.

Notwithstanding any other language of this License to the contrary, the Parties each release the other and waive their respective rights to recover from the other for any and all loss of or damage to their respective property if such loss or damage is covered, or required by this License to be covered, by insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each party shall obtain and provide an endorsement acknowledging such waiver of subrogation from its insurance company(s) evidencing compliance with this section.

18. **Municipal Indemnification.** The Licensor shall indemnify, defend and hold harmless the Licensee, and its respective affiliates, officials, partners, principals, members, agents, servants, employees, contractors and invitees (individually, a “Licensee Indemnitee” and collectively, the “Licensee’s Indemnites”) from and against any and all costs, losses, expenses, claims, actions, proceedings and judgments suffered or incurred by any Licensee 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, subject to the New Jersey Torts Claim Act, *N.J.S.A.* 59:1-1, et seq., willful omissions or willful conduct of the Licensor, its agents, contractors, servants, employees, members, guests, licensees and invitees arising from the grant of this License by the Licensor, or by reason of any breach or default of this Agreement by the Licensor; provided that the Licensor’s obligations under this paragraph shall not extend to any matters resulting from the negligent acts, willful omissions or willful conduct of any Licensee Indemnitee. The provisions of this Section 18 shall survive the expiration or other termination of the Term.

Notwithstanding any other language of this License to the contrary, the Parties each release the other and waive their respective rights to recover from the other for any and all loss of or damage to their respective property if such loss or damage is covered, or required by this License to be covered, by insurance, even if such loss or damage shall have been caused by the fault or negligence of the other party, or anyone for whom such party may be responsible. Each party shall obtain and provide an endorsement acknowledging such waiver of subrogation from its insurance company(s) evidencing compliance with this section.

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

20. **Termination.** The Licensor, in its sole discretion, may revoke the License and terminate this Agreement, by providing Licensee thirty (30) days written notice. The Licensee’s obligation to provide the Services, pursuant to this Agreement, shall cease upon the termination of this Agreement.

21. **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.

22. **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 Licensed Area and the Property, or for the correction, prevention and abatement of nuisances, violations or other grievances in, upon or connected with the Licensee's use of the Licensed Area and the Property for the Conservatory, during the Term.

23. **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.

24. **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.

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

26. **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.

27. **Assignment by Licensee**. No assignment, sublicense or encumbrance of the Buildings, the Licensed Area, or the Property may be made by the Licensee without the prior written consent of the Licensor, which consent shall be in the Licensor's 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.

28. **Assignment by Licensor**. The Licensor, in its sole discretion, may assign or transfer all or part of its rights and obligations under this License Agreement.

29. **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.

30. **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.

31. **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.

32. **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 and hereby consent to same.

33. **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:

RIDER UNIVERSITY

By: _____
Name:
Title:

Schedule 1

Custodial Services

A. Office Areas

Duty	Description	Frequency
Wet Mop	Hard surfaced floors.	As Needed
Vacuum	Carpeted areas.	1 Time/Week
Shampoo	Carpeted	As Needed
Keep Free from Dust	Baseboards	As Needed
Dust	Horizontal surfaces.	1 Time/Week
Trash Receptacles	Remove trash from trash receptacles(s).	2 Times/Week

B. Common Areas/Kitchen Areas

Duty	Description	Frequency
Damp Mop	Damp mop all entrances. Lobbies and corridors.	As Needed
Baseboards	Keep baseboards free of dust and buildup.	1 Time/Week
Carpet Spotting	Check and remove spots and stains from carpets.	As Needed
Shampoo Carpets	Top shampoo and heavy deep extraction shampooing of carpets	Yearly
High Dust	Dust all high-level ledges & fittings not listed for daily dusting.	Quarterly
Dust	Dust all light fixtures and all other areas that are not normally done daily.	Quarterly
Dust	Dust all wood furniture including desk, podiums, bookcases, shelves, etc.	As Needed
Window Inserts	Wash inserts in windows.	Yearly
Light Fixtures	Wash interior reflecting surfaces of lamps, shades, louvers & lenses, etc.	Semi-Annually
Bathroom Cleaning	Thoroughly clean and disinfect sinks, commodes, seats, (both sides) towel & paper fittings. Wet mop w/disinfectant bathroom floors. Dust low level edges. polish bright metal and mirrors. Clean & disinfect toilets & partitions. Replenish toilet paper. Remove marks	2 Times/Week

	from doors & partitions. Wash bathrooms return air vents.	
Water Fountain	Clean, sanitize and polish	2 Times/Week
Polish Fountain	Apply suitable furniture polish to wooden furniture and rub to a high shine	As Needed
Furniture	Damp wipe metal furniture, desks, counters. Vacuum upholstery. Shampoo furniture	As Needed
Clean Glass	Wash & polish all glass entrance doors. Check & remove marks from other interior Glass partitions and glass door panels.	1 Time/Week
Stairs	Sweep all stairs and landings. Dust rails and ledges. Damp mop stairs and landings. Check painted walls for mark and remove.	2 Times/Week
Wash Walls	Wash completely interior wall surfaces. Spot-wash where necessary.	As Needed
Ceiling Vents	Dust and damp wipe exterior of vents/diffusers.	Semi-Annually
Waste Baskets	Empty all waste containers. Remove trash from building	2 Times/Week
Practice Rooms	Clean and disinfect piano keys.	2 Times/Week
Practice Rooms	Vacuum Carpets.	As Needed

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 use reasonable efforts to 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. Notwithstanding the above, the Licensee, upon written approval of the Licensor, may advertise the Conservatory on the Property through postings and/or signage.
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.
4. Automobile Liability Insurance with limits of liability of not less than \$1,000,000.00 combined single limit any one accident covering the Property, and all employees and vehicles used in Licensee's performance under this Agreement.

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.