

TEMPORARY USE AND OCCUPANCY AGREEMENT

THIS TEMPORARY USE AND OCCUPANCY AGREEMENT (“Agreement”), made the 9th day of March 2026, by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, with offices at 400 Witherspoon Street, Princeton, New Jersey 08540 (“PRINCETON”) and PRINCETON SENIOR RESOURCE CENTER, INC. DBA CENTER FOR MODERN AGING PRINCETON, a non-profit corporation of the State of New Jersey, with offices at 101 Poor Farm Road, Building B, Princeton, New Jersey 08540 (“PSRC”, and collectively with PRINCETON, the “Parties”).

WITNESS

WHEREAS, PSRC is a non-profit corporation established under Internal Revenue Service Code Section 501(c)(3), which offers numerous resources to assist aging adults continue to be a part of the community, including the operation of the Center for Modern Aging Princeton (“CMAP”), located at 101 Poor Farm Road, Building B, in Princeton, New Jersey (“the CMAP Facility”); and

WHEREAS, the CMAP Facility has recently suffered significant water damage due to severe weather conditions which prevents the CMAP Facility from its use, occupancy and operation; and

WHEREAS, by resolution adopted on March 9, 2026, Princeton Council authorized execution of a temporary use and occupancy agreement for PSRC’s use of office space at real property owned by Princeton with an address of Monument Hall, 1 Monument Drive, Princeton New Jersey (“the Property”), to assist PSRC until the CMAP Facility is able to re-open and operate normally; and

WHEREAS, PSRC and Princeton Council seek to memorialize the temporary use of office space at the Property by executing this Agreement.

NOW THEREFORE, for and in consideration of the sum of One Dollar (\$1.00), and other good and valuable consideration, the receipt and adequacy of which is acknowledged, the Parties hereby agree as follows:

1. Use and Occupancy Identified
PRINCETON hereby authorizes PSRC to utilize certain office space at the Property (“Office Space”), subject to the following:
 - a. The purpose of the Office Space provided herein shall be to enable PSRC personnel to conduct its normal administrative, professional and business operations. This may include, from time to time, use of the Office Space to meet with volunteers and visitors.
 - b. The specific areas to be utilized as Office Space shall be as identified and agreed between the Parties. PSRC shall use its own office furniture during

the term of this Agreement. PRINCETON shall have the right to designate alternative space at the Property for PSRC's use upon reasonable notice to PSRC, should it be in PRINCETON's interest to do so.

- c. PRINCETON shall provide six key cards to PSRC personnel to enable PSRC to access the Office Space during its regular business hours. PSRC shall notify PRINCETON of its regular business hours and any changes to those regular hours.
- d. PSRC shall be permitted to utilize up to six parking spaces in the Property's parking lot.
- e. PSRC shall be responsible for any damage to the Office Space or any portion of the Property caused by it or its employees, volunteers or visitors during PSRC's use and occupancy. PSRC agrees to return the Office Space to its original condition at the end of this Agreement, reasonable wear and tear excepted.
- f. No legal title or leasehold interest in the Office Space or the Property shall be deemed or construed, created or vested in PSRC by this Agreement. PSRC shall occupy the Office Space as a licensee.

2. Term

PSRC's use and occupancy of the Office Space shall continue until June 30, 2026 or whenever PSRC's need for the Office Space terminates, whichever first occurs. The Parties may continue this use and occupancy on a month-to-month basis beyond June 30, 2026 upon the written approval of the Princeton Administrator.

3. Insurance and Hold Harmless Agreement

- a. PSRC agrees to maintain insurance covering its employees, officers, volunteers, consultants and visitors utilizing, accessing and visiting the Office Space, and shall furnish PRINCETON with a Certificate of Insurance as evidence that it has procured such commercial, automobile, workers' compensation and employer's liability insurance coverage as is customary for the use and occupancy permitted under this Agreement. PRINCETON, and its officers, employees and agents, shall be listed as additional insured on such policies.
- b. PSRC shall defend, indemnify and hold harmless PRINCETON, its officers, employees and agents from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with PSRC'S acts or omissions, or those of its officers, employees, volunteers, consultants and visitors, in connection with its use and occupancy of the Office Space.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

Dawn M. Mount, Clerk

By: _____
Mark Freda, Mayor

ATTEST:

**PRINCETON SENIOR RESOURCE CENTER,
INC. DBA CENTER FOR MODERN AGING
PRINCETON**

By: _____