

## **AGREEMENT FOR TEMPORARY USE OF PUBLIC SPACE**

**THIS AGREEMENT** (“Agreement” or “agreement”) entered into this 22<sup>nd</sup> day of December, 2025 by and between the Municipality of Princeton, a municipal corporation of the state of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as "Princeton") and Princeton Mobile Food Pantry (hereinafter referred to as the “Organization”).

### **WITNESS**

**WHEREAS**, the Organization was established in 2010 by a parent and employee of Princeton Public Schools who recognized the food insecurity faced by many students, leading to the creation of a mobile pantry that has since evolved into a vital community resource dedicated to alleviating food insecurity in Princeton, New Jersey; and

**WHEREAS**, the Organization is designated as an IRS §501(c)(3) charitable non-profit organization and does not charge any fees in connection with operation of the mobile food pantry; and

**WHEREAS**, the Organization provides essential support to over 1,300 neighbors in Princeton, particularly families connected to Princeton Public Schools, by delivering biweekly packages of fresh, culturally relevant proteins, fruits, vegetables, and other household items, sourced from partners such as McCaffrey's Markets and Mercer Street Friends, as well as donations of shelf-stable food, books, toys, hygiene supplies, and clothing; and

**WHEREAS**, the Organization relies on the dedication of community volunteers who pack and distribute biweekly packages of fresh, culturally relevant proteins, fruits, vegetables, and other household items, as well as donations of shelf-stable food, books, toys, hygiene supplies, and clothing, reaching over 1,300 neighbors in Princeton, particularly families connected to Princeton Public Schools; and

**WHEREAS**, in 2025, the Organization welcomed 50 new families, bringing its total to nearly 300 households supported. Volunteers packed and delivered almost 4,000 bags filled with fresh produce, proteins, and culturally meaningful foods, giving families the dignity of preparing home-cooked meals their way; and

**WHEREAS**, the Organization currently operates out of a free commercial space at the Princeton Shopping Center, which has been generously provided to the organization to support its mission and which will soon no longer be viable for such use; and

**WHEREAS**, Princeton has offered the Organization the ability to utilize a portion of the former PFARS building at 237 North Harrison Street for purposes of operating the Princeton Mobile Food Pantry on a temporary basis and until the Organization is able to secure a more permanent location for operation of same; and

**WHEREAS**, the Deputy Administrator/Director of Health and Director of Human Services recommends that Princeton provide space at 237 North Harrison Street for purposes of enabling the Organization to operate the pantry, which provides a valuable service to members of the community who are in need of same; and

**WHEREAS**, Princeton has authorized the award of this Agreement without public bidding pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-6.1.

**NOW THEREFORE, IT IS AGREED** by and between Princeton and the Organization as follows:

1. Use of Public Space. The Organization is hereby authorized and permitted to utilize a portion of the former PFARS building located at 237 North Harrison (“Property”) for operation of the pantry. More specifically, the Organization is permitted to use (a) one garage bay at the Property for purposes of storing its goods and materials necessary to operate the pantry, (b) the side auxiliary room for purposes of enabling the public to pick up the meals and personal products offered through the Organization and (c) the exterior of the Property for purposes of ingress and egress to and from the interior of the building, as well as for parking (collectively the “Authorized Premises”). In addition,

- a. The Organization operates from 8:30 a.m. to 11:30 p.m. on every other Wednesday. These times and days may be amended or extended by the parties.
- b. The Organization is permitted to bring equipment for use inside the Authorized Premises, such as tables, chairs, refrigerators and other necessary equipment to operate the pantry. The Organization shall notify Princeton of the equipment it will utilize and store at the pantry.
- c. The Organization may utilize signage inside the Authorized Premises, which shall be permitted to remain during the term of this Agreement.
- d. The Organization may also utilize temporary signage on the exterior of the building for purposes of notifying the public of its presence and directing individuals to ingress and egress points; these signs shall be subject to the approval of Princeton prior to their use.
- e. The Organization shall maintain the Authorized Premises in good repair. It shall be permitted utilize the same, including any available utilities, at no cost. At the end of the term of the Agreement, the Organization shall leave the Authorized Premises in the same condition it was delivered at the commencement of the Agreement, reasonable wear and tear excepted. Should there be any damage to or other issues with the Authorized Premises or the Property, the Organization shall notify Princeton as soon as reasonably possible.
- f. The Organization shall communicate with Princeton during the term of this Agreement through Jeffrey Grosser, Deputy Administrator/Health Officer or Rhodalynn Jones, Director of Human Services.

2. Term.

- a. This Agreement shall be effective immediately and shall continue until January 1, 2027, unless otherwise terminated by either party in accordance with Section 2.b. below. Commencing January 1, 2027, the Agreement shall continue on a month to month basis, unless otherwise terminated by either party in accordance with Section 2.b. below, but not exceeding an additional six-month term (and until June 30, 2027).
- b. Either party may terminate this Agreement for convenience or for cause by giving at least 60 days' prior written notice to the other party.

3. Insurance; Indemnification.

- a. Prior to utilizing the Authorized Premises, the Organization shall furnish Princeton with a Certificate of Insurance as evidence that it has procured such commercial, workers' compensation and employer's liability insurance coverage (if necessary) to cover injuries and damages resulting from the Organization's use of the Authorized Premises and operation of the pantry. Princeton, and its officers, employees, agents and consultants, shall be listed as additional insured on such policies except workers' compensation and professional liability.
- b. The Organization agrees to defend, indemnify and hold harmless Princeton, its officers, employees, agents and consultants from any and all claims, suits, actions, damages or costs, whether for personal injury, property damage or other liability, arising out of or in any way connected with the Organization's use of the Authorized Premises.

4. Complete Agreement. This Agreement represents the entire contract between the parties and shall take precedence over all other prior or existing understandings or agreements, if any, whether oral or written.

**IN WITNESS WHEREOF**, the parties have set their hand and seal the day and date first written above.

ATTEST:

**MUNICIPALITY OF PRINCETON**

\_\_\_\_\_  
Dawn M. Mount, Clerk

By: \_\_\_\_\_  
Mark Freda, Mayor

WITNESS:

**PRINCETON MOBILE FOOD PANTRY**

\_\_\_\_\_

By: \_\_\_\_\_