

**BOROUGH OF SEA BRIGHT
MONMOUTH COUNTY, NEW JERSEY**

WWW.SEABRIGHT.ORG

BOROUGH OFFICES
1167 OCEAN AVENUE
SEA BRIGHT, NJ 07760
TEL: 732-842-0099
FAX: 732-741-3116

April 8, 2020

Sea Bright Surf School, LLC
Melissa D'Anna
1096 Ocean Avenue
Sea Bright, NJ 07760

Re: Award of Bid - Surf Camp
Resolution No. 101-2020

Dear Melissa,

Congratulations, you have been awarded the contract to lease a portion of the public beach for a surf camp. Enclosed you will find a certified copy of the above referenced resolution approved by the Governing Body of the Borough of Sea Bright at their Council Meeting on April 7, 2020 awarding you the bid.

Please sign and return both copies of the contract, along with a completed hold harmless agreement, and a certificate of insurance. Once the agreement is fully executed, we will return a copy of the agreement to you for your records.

If you should have any questions, please feel free to contact me.

Sincerely,



Michelle Ketcham
Deputy Clerk

Enclosures

RESOLUTION NO. 101-2020
CONSIDERATION OF AWARD
LEASE AGREEMENT FOR SURF CAMP

Councilmember Leckstein introduced and offered the following resolution for approval;
seconded by Councilmember Birdsall:

WHEREAS, the Borough Council authorized by resolution for the Borough Clerk to advertise for proposals from vendors to lease a portion of the Sea Bright Municipal Beach to conduct a surf camp during the 2020 and/or 2021 summer season; and

WHEREAS, the Borough Clerk did duly advertise on March 26, 2020 to receive bids no later than 12 noon on April 3, 2020, for vendors to conduct a surf camp on the Sea Bright Municipal Beach with the option of a one or two-year lease agreement for a minimum bid amount of \$100.00 for the first year and \$150.00 for the second year; and

WHEREAS, in connection therewith one (1) bid was received by the Borough Clerk from Sea Bright Surf School LLC, Sea Bright, NJ for a two-year lease in the amount of \$120.00 for the first year and \$150.00 for the second year; and

WHEREAS, after reviewing the proposal, the Beach Manager recommended that a two-year lease agreement be awarded to Sea Bright Surf School LLC, Sea Bright, NJ as per their bid proposal; and

NOW, THEREFORE, BE IT RESOLVED that the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey does hereby authorize a two-year lease agreement to operate a surf camp to Sea Bright Surf School LLC, Sea Bright, NJ on a portion of the Sea Bright Municipal Beach in the amount of \$120.00 for 2020 and \$150.00 for 2021; and

BE IT FURTHER RESOLVED, that the Mayor and Borough Clerk are hereby authorized and directed to execute a contract for said lease agreement, copies of which shall be maintained by the Borough Clerk; and

BE IT RESOLVED, that a certified copy of this resolution be forwarded to the following:

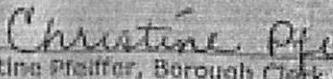
1. Finance Manager
2. Police Department
3. Beach Manager
4. Borough Attorney
5. Sea Bright Surf School LLC, Melissa D'Anna

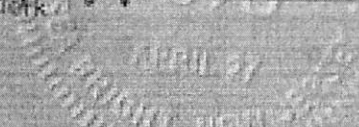
Roll Call:	Birdsall,	Catalano,	Keeler,	Leckstein,	Rooney,	Schwartz
	Yes	Yes	Yes	Yes	Yes	Yes

April 7, 2020

CERTIFICATION

I, Christine Pfeiffer, do hereby certify that the foregoing is a resolution adopted by the Borough Council of the Borough of Sea Bright, County of Monmouth, State of New Jersey, at a Council Meeting held on April 7, 2020.


Christine Pfeiffer, Borough Clerk



**2020 & 2021 SEASONAL LEASE AGREEMENT
FOR THE USE OF MUNICIPAL PROPERTY
SURF CAMP**

THIS LEASE AGREEMENT, dated JUNE, 2020, is made by and between SEA BRIGHT SURF SCHOOL, LLC, Sea Bright, NJ 07760 hereinafter referred to as "Tenant" and the Borough of Sea Bright, a New Jersey municipality having its principle offices at 1099 Ocean Avenue, Sea Bright, New Jersey 07760 hereinafter referred to as "Landlord" and collectively referred to as the "Parties".

1. **Lease Agreement.** The Landlord agreed to lease to the Tenant and the Tenant agrees to lease from the Landlord the property described in paragraph 2 upon the terms and conditions set forth in this Lease Agreement. The successful bidder must execute this written Lease Agreement within ten (10) business days from the award of the bid/Lease. The Tenant has read in detail the "Notice to Bidders" and this "Lease Agreement" and is familiar with all of the requirements contained in each of these documents. If the Tenant is a corporation, limited liability company or limited partnership, the person signing this lease shall also be signing the Lease in their personal capacity and personally guaranteeing the Lease.

2. **Property.** The area to be leased is a portion of the municipal beach in the north end of Sea Bright (alternate locations may be negotiated directly with the Beach Manager)

3. **Term.** The initial term of said Lease is as follows:

2020

Monday, June 29, 2020 through Friday, August 28, 2020
Morning Sessions: 8:00 am to 11:00 am
Afternoon Sessions: 1:00 pm to 4:00 pm
(Monday – Friday, excluding all holidays)

2021

Monday, June 28, 2021 through Friday, August 27, 2021
Morning Sessions: 8:00 am to 11:00 am
Afternoon Sessions: 1:00 pm to 4:00 pm
(Monday – Friday, excluding all holidays)

However, if at any time the Beach Manager determines that the operation of the Surf Camp interferes with DPW and beach operations, the Junior Lifeguard Program, public safety, or the public's use and enjoyment of the beachfront, the Surf Camp will be relocated to a different area to be determined by the Beach Manager.

4. **Rent.** The Tenant shall pay rent for the first term as follows, and for any additional terms, in the amounts specified:

<u>Date Payable</u>	<u>Amount of Rent</u>	<u>Period Covered</u>
2020: Signing of Lease	\$ 120.00	6/29/20 to 8/28/20
2021: No later than 12/31/20	\$ 150.00	6/28/21 to 8/27/21

The Rent for the season shall be payable in the following manner: the Tenant shall pay the awarded bid price from which the bid deposit of \$120.00 shall be credited, and that balance shall be paid, by cash, certified check or money order, at the time the Lease is executed. For the 2021 lease agreement, the total amount of rent shall be paid in full no later than December 31, 2020.

5. **Terms and Conditions:** The Tenant and the participants of its camp will hold no special privilege in regards to Sea Bright's policy on parking. The maximum number of participants allowed to attend each class is 20 and the ratio of students/instructor should not be less than 5 to 1.

6. **Condition of Property.** The property is being leased as "As Is Condition." The Tenant has been given the opportunity to inspect the Property, and the Tenant accepts possession of the Property in its present condition, The Landlord makes no representations concerning the condition of the Property or the suitability of the Property for any particular purpose. The Tenant accepts the responsibility to keep the leased portion clean of any and all debris during the Lease period.

7. **Use of Property.** The Tenant agrees to use the Property only for the purpose of providing Surf Camp and for no other purpose. Equipment shall be delivered and picked up daily - there will not be use of or storage of any vehicle or supplies without the consent of the beach manager and administrator. At all times the operation of the Surf Camp shall be subject to the direction of the Beach Manager.

Entrance on to the beach is to be made from the beach gate entrances only. All beach rules and regulations shall be followed except that a beach badge during camp hours is not required.

8. **Alteration of the Property.** The Tenant shall not physically alter the Property without the Landlord's prior written consent without approval of the beach manager and administrator.

9. **Required Insurance.** The Tenant shall provide the Landlord with proof that the Tenant has obtained comprehensive general liability insurance coverage naming the Borough of Sea Bright as an additional insured and having limits of liability of at least \$1,000,000 for bodily injuries. The Tenant shall keep the insurance in full force and effect for the entire term of this Lease and any extension.

10. **Indemnification.** The Tenant agrees to hold the Landlord (and the Landlord's agents, servants, employees, and/or representatives) harmless for any and all claims, actions and judgments for personal injuries and/or Property damage arising out of or in any way connected with the Tenant's use or occupancy of the leased Property, and to defend the Landlord (and the Landlord's agents, servants, employees, and/or representatives) against any and all such claims and actions.

11. **Subletting and Assignment Prohibited.** The Tenant shall not sublet the Property or assign this Lease.

12. **Restrictions.** Any and all signage must be removed at the end of each session. The Tenant shall not play music or use speakers to amplify sound while conducting business.

13. **Remedies Upon Breach.** If the Tenant breaches any of the terms or conditions of this Lease, the Landlord may cancel the lease by any lawful means. In the event that the Landlord is required to institute any court proceeding against the Tenant, the Tenant agrees to pay the Landlord's court costs and reasonable attorney's fees.

14. **Entire Agreement.** This Lease constitutes that entire agreement of the parties. This Lease may not be altered, amended, or changed in any way except by a separate writing signed by the Landlord and the Tenant.

SURF CAMP

TENANT: SEA BRIGHT SURF SCHOOL, LLC

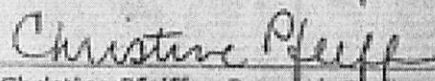


Print Name: Melissa D'Anna

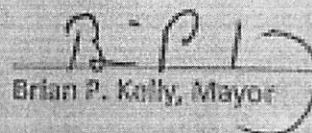
Contact number: 908-509-8310

ATTEST:

LANDLORD: BOROUGH OF SEA BRIGHT



Christine Pfeiffer, Borough Clerk



Brian P. Kelly, Mayor

Date: 7/22/20