

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE PARKS, FORESTS AND HISTORIC SITES**

**LICENSE AGREEMENT**

**ROWING STORAGE LICENSE**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Two Thousand and Twenty-Four (2024),

**BETWEEN THE STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
STATE PARKS, FORESTS AND HISTORIC SITES  
STATE PARK SERVICE  
MAIL CODE: 501-04, P.O. BOX 420  
TRENTON, NEW JERSEY 08625-0420**

, hereinafter referred to as Licensor or Department,

**AND**                      **Name**  
                                 **Title and/or Entity Designation**  
                                 **Street Address**  
                                 **Town, NJ Zip Code**

, hereinafter referred to as Licensee.

**NOW, THEREFORE**, Department, in consideration of the payments and covenants hereinafter made, does hereby grant to Licensee and Licensee hereby agrees to operate a license at:

**Long Pond Ironworks State Park**

**THAT, IN ACCORDANCE** with the provisions of N.J.S.A. 13:1L-6, Licensor does hereby grant to Licensee and Licensee does hereby accept a non-exclusive revocable license to enter upon, for the purposes herein provided: ALL that certain land and improvements thereon comprising part of Long Pond Ironworks State Park designated as the Area ("Area"). The Licensed Premises are delineated and identified more particularly on the License Map attached to and made a part of this License as Exhibit A.

This License shall be personal to Licensee and shall not be assignable. This License shall extend only to those activities undertaken by authorized employees, volunteers, and agents of Licensee (collectively and severally included in "Licensee").

Licensee hereby covenants and agrees to and with Department as follows:

**1. SCOPE OF LICENSE**

- A. Licensee shall, under this License Agreement ("License Agreement" or "Agreement"), be granted the non-exclusive, revocable right to store rowing shells/sculls, oars and related equipment for rowing (hereinafter referred to as the "License Operation") at Long Pond Ironworks State Park. The License Operation shall be limited to the structure(s) and area(s) provided by the Department of Environmental Protection ("Department") for the purposes set forth in this License Agreement, and specifically designated in Exhibit A (hereinafter referred to as the "Licensed Premises"). This License Agreement is strictly limited to the storage of rowing shells/sculls, oars and related equipment for rowing ("Equipment"). Licensee shall not be permitted to store motorized boats, except those used as safety launches in support of rowing activities on the Licensed Premises. Licensee shall not be permitted to store rowing shells/sculls, oars, safety launches or any other Equipment or personal property outside of the Licensed Premises, as designated in Exhibit A and defined in Subparagraph 1B below.

- B. The Licensed Premises shall consist of one (1) of the four (4) twenty-five (25') feet wide by one hundred (100') feet long areas, as specifically designated in Exhibit A. Each Licensed Premises shall include its own gate for access. Licensee shall be responsible, at its sole cost and expense, for providing its own lock that is capable of locking the gate on the Licensed Premises. Licensee shall provide Department with a copy of the key or combination to the lock upon request. Further, boat storage racks will not be provided by Department. Licensee shall be responsible, at its sole cost and expense, for providing boat storage racks to store its Equipment. All stored Equipment, including the boat storage racks, must fit within the Licensed Premises.
- C. Licensee shall be permitted to temporarily tether its vessels used as part of the License Operation to the Department-owned dock adjacent to the Licensed Premises when Licensee is actively rowing on the Monksville Reservoir. Long-term or overnight docking of Licensee's vessels to the Department-owned dock is prohibited.
- D. Licensee shall not store any vessels or equipment that are not related to rowing in the Licensed Premises. Licensee shall not charge a fee for storage or rent vessels or equipment from the Licensed Premises.
- E. Department reserves the right to limit the issuance of Rowing Storage Licenses at the Area to a maximum of four (4). Department reserves the right to issue additional Rowing Storage Licenses at the Area, at its sole discretion. Licensee's use of the Licensed Premises shall not be construed so as to affect the privileges accorded to any and all other Rowing Storage licensees' use of the Area.
- F. Licensee shall be authorized to store the Equipment overnight at the Licensed Premises during the Initial Term and any subsequent Renewal Term of this Agreement, as set forth in Paragraph 2. Licensee assumes all responsibility for security or damage liability to the Equipment. Upon the expiration or revocation of this Agreement, all of Licensee's Equipment and personal property must be removed from the Area, and the Licensed Premises must be returned to a condition acceptable to Department.
- G. Licensee shall use the Licensed Premises solely for the purposes set forth above and is strictly prohibited from selling or permitting the sale or consumption of any alcoholic beverages thereon. In addition, the smoking of tobacco products, vaping, and/or use of electronic smoking devices by Licensee is strictly prohibited at the Licensed Premises. this Agreement
- H. Licensee shall take reasonable measures to minimize the disruption to the Licensed Premises, including Department's personal property, and repair all damage to the Licensed Premises caused by Licensee during the Initial Term or any subsequent Renewal Term of this Agreement.
- I. Licensee, whose term on the Licensed Premises shall be seasonal in nature, will not, in any way whatsoever, be granted or conveyed any permanent easement, lease, fee, or other interest in the Licensed Premises.
- J. The Endangered and Nongame Species (ENSP) has identified that the Area is home to both timber rattlesnakes & northern copperheads. Both species, like all nongame species, are protected by law and cannot be harmed. If assistance is needed to move a venomous snake from stored equipment, Licensee must call DEP dispatch (1-877-927-6337).

## 2. **TERM**

- A. The "Initial Term" of this Agreement shall be from the "Effective Date of this Agreement's Initial Term," as defined in Subparagraph 3(A), below, through December 31, 2024. Prior to expiration of the Initial Term, Licensee may request, in writing, and Department may, in its sole discretion, for cause or convenience, grant a Renewal of this Agreement, which shall start January 1st and shall end December 31st ("Renewal Term"). Department may grant no more than two (2) subsequent Renewal Terms following the Initial Term of this

Agreement. Department reserves the right to suspend Licensee's operations and/or revoke this Agreement for any material breach in accordance with the terms and conditions set forth in Paragraphs 6 and 7.

- B. If Licensee wishes to renew this Agreement, it must submit a request, in writing, to the address set forth in Subparagraph 32. Any such request must be received on or before July 1st of the year prior to the year being sought for renewal. Should Licensee fail to submit a written renewal request by July 1st, this Agreement shall expire at the conclusion of this Agreement's current Term, in accordance with the terms and conditions set forth in Paragraph 7. Department shall issue its decision regarding the grant or denial of a renewal request received in accordance with this Paragraph no later than September 1st of the year prior to the year being sought for renewal.

### 3. **EFFECTIVE DATE**

- A. For the purposes of this Agreement, the Effective Date of this Agreement's Initial Term shall be the date this Agreement is fully executed by Department.
- B. For the purposes of this Agreement, the Effective Date for the commencement of any Renewal Term shall be the date on which the last of the following has occurred:
- (i) The Renewal Agreement is signed on behalf of Licensee and Department;
  - (ii) Department dates the Renewal Agreement and forwards a copy to Licensee; and
  - (iii) The required Certificate(s) of Insurance under this Agreement is or are received by Department.

### 4. **LICENSE PAYMENT AND INCREASE**

- A. For the Initial Term of this Agreement, Licensee shall pay Department an annual License Fee of Five Hundred (\$500.00) Dollars in accordance with the License Payment Schedule set forth in Exhibit B as consideration for the License and privilege granted. For subsequent Renewal Terms, if any, Licensee shall pay Department in accordance with the License Payment Schedule set forth in Exhibit B.
- B. All payments shall be submitted by check made payable to **"Treasurer - State of New Jersey"** and be received on or before the scheduled payment date to:
- Department of Environmental Protection  
Legal, Regulatory, and Legislative Affairs  
Office of Transactions and Public Land Administration  
Public Land Administration  
Mail Code: 401-07, PO Box 420  
Trenton, New Jersey 08625-0420
- C. If Licensee fails to pay said compensation at such time and in such manner as specified in herein and in Exhibit B, such failure shall constitute a material breach of this Agreement subject to Suspension of Operations and/or Revocation in accordance with the terms and conditions set forth in Paragraphs 6 and 7.
- D. Department may, at its discretion, require Licensee to make all payments for the Initial Term of this Agreement by certified or cashier's check only.
- E. Any payment not made on or before the first (1<sup>st</sup>) day of the month shall be considered past due. A five (5%) percent late fee of the total past due amount shall be assessed on the tenth (10<sup>th</sup>) day after the payment becomes past due and every thirty (30) days thereafter.
- F. In the event any check for payment is returned to Department by the issuing bank, all future payments must be made by certified or cashier's check only.

- G. The total License Payment shall be increased by three (3%) percent for each of any Renewal Term(s). The total License Payment for any Renewal Term will be calculated by Department and shall be rounded up to the closest dollar.

**5. HOURS AND LIMITATIONS**

- A. During the Initial Term of this Agreement, Licensee shall have access to the Licensed Premises for the License Operation from as soon as practicable after the Effective Date of this Agreement's Term through December 31, 2024 ("Period of Operation").
- B. During any subsequent Renewal Term(s) of this Agreement, Licensee shall have access to the Licensed Premises for the License Operation from January 1<sup>st</sup> through December 31<sup>st</sup> ("Period of Operation").
- C. Licensee shall only be authorized to access the Licensed Premises during posted park hours, unless otherwise approved in writing by Department.
- D. The Area Superintendent shall be the sole authority to determine whether an area of Long Pond Ironworks State Park affecting Licensee's access to the Licensed Premises will be closed due to inclement weather or otherwise. Department is not responsible to Licensee for any loss or damage caused by such determination.

**6. SUSPENSION OF OPERATIONS**

Licensee shall, at the direction of Department, immediately suspend, delay or interrupt Licensee's operation of all or any part of the Licensed Premises for such period of time as Department may determine to be appropriate to protect the Licensed Premises and/or public health, safety, and welfare due to the occurrence of hazardous work conditions, emergency conditions, and/or any other cause including, but not limited to, Licensee's failure to perform any of the covenants, agreements, and conditions contained in this Agreement on its part to be performed. Licensee hereby waives any claim, and Department shall not be liable to any party claiming through Licensee, for damages, payment abatement, or compensation as a result of Department's actions under this Paragraph or this Agreement. Department's suspension of Licensee's operations shall be in addition to any other right or remedy available by law or in equity.

**7. REVOCATION**

- A. Department may revoke this Agreement by written notice sent by regular and certified mail return receipt requested in the event Department determines that Licensee is in violation of the terms and conditions of this Agreement. Upon receipt of written notice of revocation for violation, Licensee shall have such period of time as provided therein to cure such violation. If such violation is not cured within the period designated in said notice, revocation shall, in the sole discretion of Department, be effective at the conclusion of the designated period.
- B. Without limiting the scope of Subparagraph A of this Paragraph, the Department may automatically revoke this Agreement in the event of Licensee's failure to pay, when due, any compensation or other sums or assessments to be paid by Licensee under this Agreement and the continuation of such failure to pay for a period of five (5) calendar days after Licensee's receipt of written notice thereof from Department.
- C. Department expressly reserves the right to revoke this Agreement without notice in cases of emergency or where there exists or may exist risk to public health, safety, or welfare as determined by Department in its sole discretion.
- D. Notwithstanding any provision or language to the contrary, Department may revoke this Agreement, in whole or in part, solely for the convenience of the State, by ninety (90) calendar days written notice to Licensee sent by regular and certified mail return receipt requested. Upon receipt of such notice, Licensee may choose for such revocation to become effective immediately, or may instead continue to operate the License Operation in accordance with the terms and conditions of this Agreement for a period not to exceed ninety (90) calendar

days after receipt of the notice or until the end of the current License Term, whichever occurs sooner.

- E. Licensee may revoke this Agreement by ninety (90) calendar days written notice to Department sent by regular and certified mail return receipt requested. Upon receipt of such notice, Department may choose for such revocation to become effective immediately. Otherwise, Licensee shall continue to operate the License Operation in accordance with the terms and conditions of this Agreement for a period not to exceed ninety (90) calendar days after receipt of the notice, until the end of the current Agreement year, or upon selection by Department of a new Licensee, whichever occurs sooner.
- F. If at any time during the Initial Term or any subsequent Renewal Term of this Agreement, Licensee shall make any assignment for the benefit of creditors or be decreed insolvent or bankrupt according to law, or if a receiver shall be appointed for Licensee, then Department may revoke this Agreement immediately by notice served upon the Licensee and the assignee, receiver, trustee or other person in charge, but such revocation shall not release or discharge any payment or obligation then owed by Licensee to Department hereunder.
- G. Revocation of this Agreement by either Department or Licensee, as herein provided, shall not release or discharge any payment obligation or liability owed by one to the other under the terms and conditions of this Agreement as of the date of such revocation.
- H. If Licensee fails to remove any property lawfully belonging to and removable by Licensee upon the expiration or revocation of this Agreement, Department may appropriate same to its own use without allowing any compensation therefor, or may remove same at the expense of Licensee. In the event that Licensee removes any personal property, Licensee hereby covenants to pay any and all damages which may be caused to the property of Department by this removal.
- I. Any Department-initiated revocation of this Agreement for cause or convenience pursuant to this Paragraph shall be considered sufficient grounds for Department, at its sole discretion, to revoke any and all other License Agreements between Department and Licensee. Any Department-initiated revocation for cause or convenience of another License Agreement between Department and Licensee shall be considered sufficient grounds for Department, at its sole discretion, to revoke this Agreement, upon thirty (30) calendar days written notice to Licensee.

## **8. ELECTRONIC SUBMISSIONS**

- A. Licensee must have the capacity to send and receive electronic submissions and communications as a pre-condition and continuing requirement of this Agreement. For purposes of this Agreement, "Electronic Submissions" shall only include the transmission of documents by email.
- B. Licensee shall maintain and monitor on a daily basis an active email address designated for this Agreement and report any change to the email address during the Initial Term or any subsequent Renewal Term of this Agreement. Failure on the part of Licensee to maintain and monitor the active email address, designated for this Agreement, shall be a material breach of this Agreement, subject to Suspension of Operations and/or Revocation in accordance with the terms and conditions set forth in Paragraphs 6 and 7.

## **9. EQUIPMENT**

- A. Licensee shall be solely responsible for maintaining all equipment installed or located on the Licensed Premises for use by Licensee. Department shall not be responsible for the damage, loss, or maintenance of any equipment installed or used by Licensee. Licensee shall obtain written approval from Department prior to installation of any of Licensee's equipment on the Licensed Premises.
- B. The storage of Equipment is only permitted at the Licensed Premises as designated in Exhibit A. Licensee shall not be authorized to store any supplies, goods or equipment related to the License Operation outside any Term of this Agreement. Department shall not be responsible

or liable for any loss or theft of supplies, goods or equipment. Upon the expiration or revocation of this Agreement, all of Licensee's Equipment and personal property must be removed from the Area, and the Licensed Premises must be returned to a condition acceptable to Department.

- C. Department shall not be responsible for any damages or loss of goods or services resulting from equipment failure. Licensee shall obtain insurance coverage pursuant to Paragraph 24 for possible losses including, but not limited to, equipment failure, vandalism or weather event.

#### **10. REPAIR**

The Licensed Premises shall be provided in "as is" condition. Any obligation of Department, if any, to repair or maintain the Licensed Premises is contingent upon the availability of funds, as specified in Paragraph 12. Licensee shall be responsible, at its sole cost and expense, to make all necessary repairs to all Licensee-owned supplies, goods and Equipment.

#### **11. MAINTENANCE OF THE LICENSED PREMISES**

- A. Licensee shall preserve and maintain the Licensed Premises in good and clean condition, reasonable wear and tear excepted. Licensee is solely responsible for the maintenance and cleanliness of the Licensed Premises.
- B. Upon the expiration of each Term or revocation of this Agreement, Licensee shall deliver up peaceable possession of the Licensed Premises to Department in as good and clean condition as the Licensed Premises was made available at the commencement of this Agreement, reasonable wear and tear excepted. In the event that Licensee does not deliver up possession as herein provided, Department may restore the Licensed Premises to such condition, and the cost thereof shall be paid by Licensee to Department within ten (10) calendar days of Department's written demand for payment.

#### **12. AVAILABILITY OF FUNDS**

Licensee expressly acknowledges that the Licensed Premises is provided "as is," and any obligation of Department to repair or maintain the Licensed Premises is contingent upon the availability of appropriated funds and receipt of revenues from which such repair or maintenance can be funded. Department shall have no obligation for such repair or maintenance unless and until such funds are appropriated each fiscal year to Department by the State Legislature and made available through receipt of revenues.

#### **13. INSPECTION**

Licensee shall make the Licensed Premises available upon request for inspection, at the Area, at any time by any authorized representative of Department to assure compliance with the terms and conditions of this Agreement.

#### **14. GARBAGE DISPOSAL, RECYCLING, AND BIODEGRADABLE MATERIALS**

Licensee shall, at its sole cost and expense, be responsible for maintaining the cleanliness of the Licensed Premises. Licensee shall be responsible for the collection and prompt removal of all trash from the Licensed Premises.

#### **15. UTILITIES**

No electricity or utilities are provided on or about the Licensed Premises. Licensee shall be prohibited from using an alternative power source at the Area, including on or about the Licensed Premises.

#### **16. TAXES**

- A. All taxes and property tax assessments, if any, arising out of the operation of the License Operation and the use and occupancy of the Licensed Premises shall be the sole responsibility of Licensee and shall be promptly paid by Licensee when due, regardless of whether such tax or assessment is assessed within or outside a Term of this Agreement. Licensee shall provide to Department copies of all tax or assessment notices received from any government agency, municipality or county. Payment shall remain a continuing obligation of Licensee after any Term of this Agreement and/or the expiration or revocation of this Agreement, and Department is authorized to make a demand for payment and take any and all steps to ensure payment. Licensee shall furnish to Department, within ten (10) calendar days of demand therefor, proof of the payment of any such tax or assessment. Licensee's failure to timely pay any tax or assessment or otherwise comply with this Subparagraph shall constitute a material breach of this Agreement subject to Suspension of Operations and/or Revocation, in accordance with the terms and conditions set forth in Paragraphs 6 and 7.
- B. Licensee and each of their affiliates shall, for any and all Term(s) of this Agreement, collect and remit to the Director of the Division of Taxation in the Department of the Treasury the use tax due pursuant to the "Sales and Use Tax Act," P.L.1966, c. 30 (N.J.S.A. 54:32B-1 et. seq.) on all of their sales of tangible personal property delivered into this State. Any questions in this regard can be directed to the Division of Revenue at <https://www.state.nj.us/treasury/revenue/revgencode.shtml>.

#### **17. CONSTRUCTION AND IMPROVEMENTS**

Licensee shall not affix, alter, or erect any permanent or temporary equipment, structures, buildings, or additions to the Licensed Premises without first obtaining the prior written approval of Department.

#### **18. REPORT OF INJURY**

Any injury that shall occur to Licensee, its officers, servants, agents, employees, contractors, or invitees requiring medical intervention of which Licensee is notified, shall be reported to Department immediately by calling 1-877-WARN DEP (1-877-927-6337) and also reported in writing to the addresses set forth in Paragraph 32 within one (1) calendar day of the incident.

#### **19. NEW JERSEY CONFLICT OF INTEREST LAW**

The New Jersey Conflict of Interest Law, N.J.S.A. 52:13D-12 et seq. and Executive Order 189 (1988), prohibit certain actions by persons or entities which provide goods or services to any State Agency. Specifically:

- A. No Licensee shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such Licensee transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer has an interest within the meaning of N.J.S.A. 52:13D-13g.
- B. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any Licensee shall be reported, in writing forthwith by Licensee to the Attorney General and the Executive Commission on Ethical Standards.
- C. No Licensee may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Licensee to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision

shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

- D. No Licensee shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- E. No Licensee shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for Licensee or any other person.
- F. The provisions cited above in Subparagraphs 19(A) through 19(E) shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Licensee under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

## 20. **SOLICITATION**

Licensee shall warrant that no person has been employed directly or indirectly to solicit or secure this Agreement in violation of the provision of Section 10, Chapter 48 of the Laws of 1954, N.J.S.A. 52:34-15, and that the Laws of the State of New Jersey relating to the procurement or performance of this Agreement have not been violated and shall not be violated by any conduct of Licensee, including the paying or giving directly or indirectly of any fee, commission, compensation, gift, gratuity, or consideration of any kind to any State employee, officer, or official.

## 21. **INDEPENDENT PRINCIPAL**

Licensee's status shall be that of an independent principal and not as an agent or employee of Department.

## 22. **NOT A LEASE**

It is expressly understood and agreed by both Licensors and Licensee that no building, land or equipment included within the description of the Licensed Premises or any other property comprising part of the Area is hereby leased to Licensee. Licensors' control, management and direction over the Licensed Premises or any other property comprising part of the Area are not hereby assigned in any way to Licensee.

## 23. **INDEMNIFICATION**

- A. Licensee shall, for itself, its successors, and assigns, assume all risk and liabilities arising out of the maintenance, and operation of the License Operation and covenants to defend, protect, indemnify, and save harmless Department and each and every of its officers, agents, servants, employees, successors, and assignees and hereby releases Department and each and every of its officers, agents, servants, employees, successors, and assignees from and against any and all such liabilities, losses, damages, costs, expenses (including all attorneys' fees and expenses), causes of action, suits, claims, demands, or judgments of any nature arising from the following:
  - (i) any injury to, or the death of, any person caused in whole or in part by any negligent act or omission of Licensee, or anyone directly or indirectly employed by [it], *regardless of whether it is caused in part by the Department*, or its officers, agents, servants, employees, successors, and assignees;



- (ii) any injury to, or the death of, any person in, on, or about, or any damage to property which occurs in, on, or about the Licensed Premises or upon any sidewalk, walkway, or patio within the Licensed Premises or in any manner growing out of or connected with the use, non-use, condition, or occupancy of the Licensed Premises, or the construction or repair of any improvements of the Licensed Premises;
  - (iii) any act, error, or omission of Licensee, its officers, agents, servants, employees, contractors, invitees, and anyone claiming by or through Licensee in the performance of this Agreement;
  - (iv) violation of any term or condition of this Agreement by Licensee, its officers, agents, servants, employees, contractors, invitees, and anyone claiming by or through Licensee in the performance of this Agreement; and
  - (v) violation by Licensee, its officers, agents, servants, employees, contractors, invitees, and anyone claiming by or through Licensee in the performance of this Agreement of any contracts and agreements of record concerning the Licensed Premises and restrictions of record or any law, ordinance, or regulation affecting the Licensed Premises or any part thereof or the ownership, occupancy, or use thereof.
- B. Department shall, as soon as practicable after a claim has been made against it, give written notice thereof to Licensee, along with full and complete particulars of the claim. If suit is brought against Department or any of its officers, agents, servants, and/or employees, Department shall expeditiously forward or have forwarded to Licensee every demand, complaint, notice, summons, pleading, or other document received by or then in the possession of Department or its representatives.
- C. It is expressly agreed and understood that any approval by Department of Licensee's operation of the Licensed Premises shall not operate to limit the obligations of Licensee assumed pursuant to this Agreement.
- D. Licensee's liability pursuant to this Paragraph shall continue after the revocation or expiration of this Agreement with respect to any liability, loss, cost, expense (including all attorneys' fees and expenses), damage, cause of action, suit, claim, demand, or judgment resulting from actions or inactions occurring prior to such revocation or expiration.
- E. Licensee's indemnification obligations are not limited by, but are in addition to, the insurance obligations contained in this Agreement.

## 24. **INSURANCE**

- A. Licensee shall, at its sole cost and expense, obtain and maintain at all times during each Term of this Agreement, insurance of the types and in the amounts hereinafter provided:
- (i) Commercial General Liability Insurance as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage. Limits of liability shall be maintained at the level of One Million (\$1,000,000) Dollars per occurrence for bodily injury and property damage and a Two Million (\$2,000,000) Dollars annual aggregate. This can be accomplished with a combination of Commercial General Liability and Commercial Umbrella policies; and
  - (ii) Property insurance to cover loss or damage on a "Special Causes of Loss" form of coverage against fire, water, wind, storm, loss, theft, and damage to any structures on the Licensed Premises and all fixtures, equipment, and other property attached thereto and/or physically incorporated therein and the contents owned by Licensee and located in or on the Licensed Premises. Said insurance shall be in an amount not less than the full value of such structures, fixtures, equipment, property, and contents. The value of said structures,

fixtures, equipment, property, and contents shall be determined by Licensee using whatever procedures Licensee considers appropriate. Said policy shall be written so as to provide that the insurer waives all right of subrogation against Department in connection with any loss or damage covered by the policy; and

- (iii) Comprehensive Automobile Liability Insurance, which shall be written to cover any automobile or trailer used by Licensee. Limits of liability to cover bodily injury and property damage shall not be less than One Million (\$1,000,000) Dollars per person or per accident. Coverage must include hired and non-owned vehicles. A MCS-90 certificate shall be filed with the State of New Jersey if hazardous materials or waste will be transported during operation of the License; and
  - (iv) Such other insurance and in such amounts as may from time to time be reasonably required by Department.
- B. All insurance coverage required to be maintained by Licensee in accordance with this Agreement shall be issued by an insurance company with an A- VIII or better rating by A.M. Best & Company and that is authorized and approved to do business in New Jersey. All policies except for Worker's Compensation shall name the State of New Jersey Department of Environmental Protection as an additional insured and include the blanket additional insured endorsement or its equivalent. The certificate(s) of insurance shall identify this Agreement Number assigned to this Agreement and the location(s) of the Licensed Premises in the Description of Operations box and shall list the State of New Jersey, Department of Environmental Protection; Legal, Regulatory, and Legislative Affairs; Office of Transactions and Public Land Administration; Public Land Administration; Mail Code: 401-07, P.O. Box 420; Trenton, New Jersey 08625-0420 in the Certificate Holder box.
- C. When Licensee returns this Agreement or any subsequent Renewal Agreement, signed by Licensee, to Department for signature, Licensee shall provide Department with all current and valid certificate(s) of insurance evidencing that Licensee has obtained all insurance coverage in accordance with this Agreement. Failure to provide a certificate(s) of insurance at the time of Licensee's return of this Agreement or any subsequent Renewal Agreement shall result in the non-execution of this Agreement or any subsequent Renewal Agreement by Department, as applicable. Licensee also shall provide Department with a valid certificate(s) of renewal of the insurance within thirty (30) calendar days of the expiration of the policies so that Department is continuously in possession of current documentation that Licensee has obtained and is maintaining, in full force and effect, all insurance required under this Agreement. Licensee also shall, upon request, provide Department with copies of each policy required under this Agreement, certified by the agency or underwriter to be true copies of the policies provided by Licensee.
- D. Licensee expressly understands and agrees that any insurance protection required by this Agreement shall in no way limit Licensee's indemnification obligations assumed in this Agreement and shall not be construed to relieve Licensee from liability in excess of such insurance coverage, nor shall it preclude Department from taking such other actions as are available to it under any provision of this Agreement and as otherwise provided for at law or in equity.
- E. In the event that: (i) Licensee fails or refuses to renew any of its insurance policies or to provide Department with timely certificate(s) of insurance showing that Licensee is maintaining insurance coverage in full force and effect to the extent required by this Agreement, or (ii) any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this Agreement, Department shall consider Licensee to be in material breach of this Agreement, subject to Suspension of Operations and/or Revocation in accordance with the terms and conditions set forth in Paragraphs 6 and 7.
- F. The limits of insurance policies described in this Paragraph shall be reviewed by Department and Licensee from time to time. Licensee shall increase the limits of said policies to meet changed circumstances including, but not limited to, changes in the relevant U.S. Bureau of

Labor Statistics Consumer Price Index and changes indicated by the course of plaintiffs' verdicts in personal injury actions.

**25. COMPLIANCE WITH LAWS, LICENSES, PERMITS, AND INSURANCE POLICIES**

- A. For each Term of this Agreement, Licensee shall obtain, pay for, maintain, and comply with all licenses, permits, certifications, authorizations, approvals, or any other documents required by all applicable government agency having jurisdiction over the Licensed Premises or the conduct of Licensee's operations thereon. Licensee shall provide Department with written evidence that such applicable licenses, permits, authorizations, or other required documents have been obtained prior to commencement of the activity or operation covered by the license, permit, authorization, or other documentation. No operation shall begin until Licensee has provided such written evidence to Department.
- B. Licensee shall, at its sole cost and expense, comply with all duly promulgated and applicable federal and State statutes, laws, rules, ordinances, regulations, and orders affecting the conduct of the License Operation described in this Agreement; specifically, but not limited to, **an Act concerning smoking at public beaches and parks and amending and supplementing PL 2005 c. 383 (P.L. 2018 c. 64)**.
- C. Licensee shall comply with the requirements of all insurance policies required by this Agreement.
- D. If Licensee:
  - (i) receives a notice of failure to comply with the insurance required by this Agreement;
  - (ii) is issued a summons or any notice of violation of any license, permit, certification, authorization, approval, or any similar instruments required by any governmental authority having jurisdiction necessary to maintain and operate the License in accordance with the provisions of this Agreement; or
  - (iii) is issued a summons for violation of any duly promulgated and applicable federal, State, county, municipal, and other governmental statutes, laws, rules, ordinances, regulations, or orders affecting the License Operation or any part thereof,

Licensee shall immediately forward a copy of the notice of non-compliance, summons, or notice of violation to Department, and Licensee shall have such amount of time to correct said violation as is prescribed in the notice or summons. If such violation is not cured within the prescribed period or any extension thereof, it shall be deemed a material breach of this Agreement, and Department may suspend Licensee's operation of all or the affected portion of the Licensed Premises in accordance with the terms and conditions set forth in Paragraph 6, and/or revoke this Agreement in accordance with the terms and conditions set forth in Paragraph 7.

- E. Licensee shall indemnify Department against all liabilities, claims, losses, damages, costs, expenses (including all attorneys' fees and expenses), causes of action, suits, demands, judgments, or payments of any kind arising from Licensee's failure or omission to comply with any such insurance policy, license, permit, certification, authorization, approval, or any applicable federal or State statute, law, rule, ordinance, regulation, or order.

**26. SERVICE PERFORMANCE WITHIN U.S.**

Licensee agrees, in accordance with Executive Order 129 (2004) and N.J.S.A. 52:34-13.2 (P.L. 2005, c. 92), that all services performed under this Agreement shall be performed within the United States. In the event that all services performed under this Agreement shall not be performed within the United States, Licensee shall send Department a letter that states with specificity the reasons why the services cannot be so performed. Any such letter shall require review and approval pursuant to N.J.S.A. 52:34-14.2 prior to execution of this Agreement or

the delivery of the services which will not be performed within the United States. Unless previously approved by Department, a shift to performance of services outside the United States during any Term of this Agreement shall be deemed a material breach, subject to Suspension of Operations and/or Revocation in accordance with the terms and conditions set forth in Paragraphs 6 and 7.

**27. PUBLIC USE**

Licensee's operation and this Agreement shall not be construed so as to affect the privileges accorded to the public's use of the Area. Licensee's use of the Licensed Premises shall not be construed so as to affect the privileges accorded to any and all other Rowing Storage licensees' use of the Area.

**28. PAYMENT ABATEMENT**

**Licensee acknowledges that the Area is subject to unscheduled closures for reasons of health, public welfare, public safety, weather, and government closures. Information pertaining to park closures can be found at the Area's website and social media pages. Licensee further acknowledges that payment abatements will not be given if Licensee is unable to access the Licensed Premises for any reason.**

**29. FINAL DECISION**

Licensee covenants that the decision of the Commissioner of Department, relative to the application process and/or award of this Agreement, as well as the performance of the terms and conditions of this Agreement, shall be final and conclusive.

**30. SUBCONTRACTING**

Licensee shall be prohibited from subcontracting any part or all of this Agreement.

**31. ASSIGNMENT OF AGREEMENT OR SALE OF INTERESTS**

The License is personal to Licensee. Licensee shall not assign this Agreement or sell controlling interest in the License. Any attempt to assign or sell controlling interest shall be a material breach of this Agreement, subject to Suspension of Operations and/or Revocation in accordance with the terms and conditions set forth in Paragraphs 6 and 7.

**32. SUBMISSIONS, APPROVALS, AND NOTICES**

Department and Licensee agree that all submissions, approvals, and notices which may be required under this Agreement shall be forwarded by email, regular and certified mail return receipt requested and addressed as follows:

To Department:	Department of Environmental Protection Legal, Regulatory, and Legislative Affairs Office of Transactions and Public Land Administration Public Land Administration Attn: Adria Wentzel, Manager PO Box 420, Mail Code: 401-07 Trenton, New Jersey 08625-0420 <b>Email:</b> <a href="mailto:PublicLandAdministration@dep.nj.gov">PublicLandAdministration@dep.nj.gov</a>
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Copy to Area Superintendent:	Long Pond Ironworks State Park
c/o	Ringwood State Park
	1304 Sloatsburg Road
	Ringwood, New Jersey 07456-1799
	<b>Email:</b> <a href="mailto:Eric.Pain@dep.nj.gov">Eric.Pain@dep.nj.gov</a>

To Licensee:	<b>Name</b>
	<b>Title and/or Entity Designation</b>

**Street Address**  
**Town, NJ Zip Code**  
**Email:**

Either Department or Licensee may, at any time, change such address(es) by mailing, to the address(es) of the other, above, a notice of the change at least ten (10) calendar days prior to the effective date of such change.

**33. RECEIPT OF WRITTEN NOTICE**

Department and Licensee agree that any written notice submitted pursuant to this Agreement is considered received five (5) calendar days after mailing.

**34. WAIVER OF TRIAL**

It is mutually agreed between Department and Licensee that they hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other on any matters whatsoever arising out of or in any way connected with this Agreement or the relationship of Department and Licensee, Licensee's use or occupancy of the Licensed Premises, and/or any claim of injury or damage thereto or arising therefrom.

**35. WAIVER**

Failure by Department to complain of any act or omission on the part of the other, no matter how long same may continue, shall not be deemed a waiver by Department of any of its rights hereunder. No waiver by Department at any time, express or implied, of breach of any provision of this License Agreement shall be deemed a waiver of breach of any other provision or a consent to any subsequent breach of the same or any other provision. The consent to or approval of any action on any one occasion by Department shall not be deemed a consent to or approval of any other action on the same or any subsequent occasion. Any and all rights and remedies that Department may have under this License Agreement or by operation of law, either at law or in equity, by reason of a breach by the other, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with any other right or remedy, and any two (2) or more or all of such rights and remedies may be exercised at the same time. Acceptance by Department of any of the benefits of this Agreement with knowledge of any breach thereof by the other shall not be deemed a waiver by the entity receiving the benefit of any rights or remedies to which it is entitled hereunder or by law. Licensee expressly acknowledges that any waiver on the part of Department may only be effectuated in writing through the Office of the Assistant Commissioner for Natural and Historic Resources.

**36. SUPERSEDES**

This License Agreement supersedes and cancels all prior licenses and agreements covering the Licensed Premises; however, any and all continuing obligations arising under prior agreements shall survive.

**37. SUCCESSION AND BINDING AGREEMENT**

Except as otherwise set forth herein, all of the terms and provisions of this License Agreement shall be binding upon and shall inure to the benefit of the successors and assignees of Department and Licensee and binding on a Trustee in bankruptcy.

**38. HEADINGS**

The article, paragraph, and subparagraph headings throughout this Agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this License Agreement.

**39. GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the Laws of the State of New Jersey.

**40. SEVERABILITY**

In case any term or provision of this contract shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

**41. CLAIMS**

All claims asserted against Department by Licensee shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1.1, et seq. and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

**42. LIST OF EXHIBITS**

Exhibit A: Map of Licensed Premises  
Exhibit B: License Payment Schedule

**43. AUTHORITY**

By the signatures below, the parties hereto execute this License Agreement and confirm that they are mutually bound by and fully authorized and empowered to enter into and bind their organization by all provisions contained herein.

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

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

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

John Cecil, Assistant Commissioner  
State Parks, Forests and Historic Sites

Date: \_\_\_\_\_

**LICENSEE**

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

Witness

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

\_\_\_\_\_, Licensee

Date: \_\_\_\_\_

Date: \_\_\_\_\_