

Use Agreement

This Agreement is made between the Township of Woodbridge, with a business address of 1 Main Street, Woodbridge, New Jersey (hereinafter the "Township"), and The American Irish Association of Woodbridge, Inc. (hereinafter "Irish Association"), with a business address of _____, and pertains to the parties' ownership of 95 Port Reading Avenue. The parties agree as follows:

1. **Ownership.** As set forth in the recorded deeds, the Township is the owner of Lot 35.02, within Block 590 (hereinafter "Township Property"). The Irish Association is the owner of Lot 35.01, within Block 590 (hereinafter "Bar Property").
2. **Parking Lot Area.** The parties acknowledge a portion of their respective properties contains a parking lot. The parties further acknowledge that the deed to their property contains a permanent easement in favor of the other party that will allow for access to, over and across all areas of the parking lot for the purposes of ingress, egress, parking and access to all portions of the parking lot and surrounding properties.
3. **Use of the Township Property by the Irish Association.** The Township Property consists of a youth center (hereinafter "Youth Center") in the middle of the building and a hall (hereinafter "Hall") in the front of the building. The Irish Association will be permitted to use the Hall on the following schedule:
 - a. Second Friday of Every month for General Membership Meetings.
 - b. Second Sunday of March for the St. Patrick's Day Post Parade Party.
 - c. Third Sunday of September for the Halfway to St. Patrick's Day Event.

The Irish Association shall pay the Township \$225 (hereinafter "Meeting Fee") for use of the Hall for its General Membership Meetings. After five years, and every five years thereafter, the Meeting Fee may be raised by the Township by no more than 10% over the Meeting Fee for the prior period. Fees for all other events shall be at the regular rates charged by the Township to non-profit entities.

In addition, the Irish Association may request to use the Hall or the Youth Center on other occasions, subject to first obtaining prior permission from the Township. The Township agrees that it will not unreasonably deny a request for the use of the Hall or the Youth Center.

When using the Hall, the Irish Association will be permitted to walk through the building to get from the Bar Property to the Hall, unless the Youth Center is occupied. If the Youth Center is occupied, the Irish Association must travel outside of the building to get to the Hall.

4. **Access to Utility and Mechanical Rooms.** The Irish Association acknowledges that certain utilities and mechanical equipment are located within the Bar Property. The Township shall at all times be permitted access to all utility and mechanical rooms located within the Bar Property.
5. **Utility Costs.** The Township shall be responsible for all electric, gas, water and sewer charges associated with the Township Property and the Bar Property.
6. **Exterior Maintenance.** The Township shall be required to repair and maintain the exterior of the property, including the parking lot and all landscaping, as well as snow and ice removal. The Township shall also be responsible for all structural repairs, including the roof of the entire building.
7. **Interior Maintenance.** The Township shall be responsible for all repairs and maintenance of the interior sections of the Township Property. The Irish Association shall be responsible for the maintenance and repair of the Bar Property, including the bathroom that serves the Bar Property.
8. **Hours of Operation.** The Irish Association shall be permitted to occupy the Bar Property at all times, with no day or time restrictions. The Irish Association agree to keep the interior door separating the Bar Property from the Youth Center closed and locked at all times while the Youth Center is being used by the Township.
9. **Insurance.** The Irish Association shall be required to maintain its own general liability insurance and liquor liability insurance. The Township shall insure the structure of the property against casualty, but will not insure the contents of the Bar Property.

Township of Woodbridge

**American Irish Association of
Woodbridge, Inc.**

By: _____
Vito Cimilluca
Business Administrator

By: _____
Edward McSherry, President

Sworn to and subscribed before
me this ____ day of _____, 2022

Sworn to and subscribed before
me this ____ day of _____, 2022

Notary Public

Notary Public