

## Memorandum of Understanding

This **Memorandum of Understanding (MOU)** is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **SALEM HOUSING AUTHORITY (SHA)**, whose address is 205 Seventh St., Salem, NJ 08079 And **THE HUDDLE CORPRATION (HUDDLE)** whose address is 42 Eakin Street, Salem, New Jersey 08079.

SHA does hereby agree to provide HUDDLE access to Anderson Drive at 321 Keasby St., Salem, NJ 08079 (hereinafter referred to as the “Premises”), for Cardio Drumming Classes which will occur one day per week. Each class will be one hour in length. Classes will be offered to residents of the County of Salem community and will be free of charge.

The term of this MOU shall commence on February 1, 2019 and expire on January 31, 2020.

In consideration of access to the Premises, HUDDLE agrees to pay the SHA the total sum of \$1.00, the receipt and sufficiency of which is hereby acknowledged by both parties.

It is agreed and understood that HUDDLE, at its own cost and expense, will keep all exterior and interior surfaces of the Premises clean and will maintain the Premises, all corridors immediately adjoining the Premises, all storage areas and all loading areas, in a clean, orderly and sanitary condition, free of trash and garbage.

HUDDLE accepts the Premises with such improvements and renovations as are presently in place and with the entire facility on an “as is” basis.

HUDDLE agrees that any alterations, decoration, installation, additions or improvements must be expressly approved by the SHA in writing prior to any work being performed. All such work, alterations, decorations, installations, additions, or improvements to the Premises shall be done at HUDDLE 's sole cost and expense and in full compliance with all laws, rules regulations, and requirements of all governmental bodies having jurisdiction there over.

HUDDLE will not put up signs without the advance and express written consent of the SHA.

HUDDLE will, at its sole cost and expense, comply with all federal, state, county, and municipal laws and ordinances, and the rules and regulations of any duly constituted authority affecting or respecting the use of the Premises.

HUDDLE releases the SHA and shall at all times indemnify and defend the SHA and hold it harmless from and against all claims, suits, actions, damages, judgments, liabilities, fines, penalties, costs and expenses for loss of life, personal injury or damage to property (i) arising from or related to occurrences during the Term of this MOU, within or upon the Premises, in connection with HUDDLE's activities on the Premises (without regard to the cause or claimed cause thereof and whether such loss of life, personal injury or damage to property be due to any negligence including the negligence or other act or omission of the SHA, or its officers, agents, invitees or employees occurring following the execution of this MOU), or (ii) by reason of the occupancy or use of the Premises by HUDDLE, or (iii) occasioned wholly or in part by any act or omission of HUDDLE or breach of this MOU by HUDDLE or by its agents, invitees, contractors, customers, employees, servants or tenants. If the SHA shall be made a party to any litigation commenced by or against HUDDLE or by any third party and connected in any way with this MOU or HUDDLE's use or occupancy of Premises, HUDDLE shall indemnify and hold the SHA harmless and shall pay all costs, expenses and the actual, reasonable attorneys' fees incurred or paid by the SHA in connection with such litigation.

HUDDLE must maintain the following insurance coverages and in accordance with the following provisions:

- A. Liability – HUDDLE, at all times during the term of this Lease and at its sole cost and expense, shall procure, maintain and keep in force, auto and general public liability insurance for claims for personal injuries, death, or property damage, occurring in or about the Premises, with limits of not less than \$1,000,000.00 with respect to death or injury of a single person or accident including property damage. The SHA must be named as an Additional Insured on the general public liability policy, as their interests may appear.
- B. Workers' Compensation – HUDDLE, at all times during the term of this MOU, shall maintain workers' compensation insurance in amounts in keeping with statutory requirements.
- C. Contents – HUDDLE shall be responsible for insuring HUDDLE's contents.
- D. Certificates of such insurance for all the above insurance coverages, shall be delivered to the SHA prior to the commencement of activities.

E. The policy or policies of insurance will be issued by a company or companies satisfactory to the SHA, licensed in the State of New Jersey, and will provide that such policy or policies will not be canceled without the insurance company first giving the SHA written notice thereof at least thirty (30) days before such cancellation shall become effective.

HUDDLE shall not have the right or the power to assign this MOU, or its rights hereunder, or to sublet all or any part of the Premises at any time during the term of this MOU without the prior written consent of the SHA.

Either party may cancel this MOU upon 30 days advanced written notice to the other party.

HUDDLE will occupy the Premises as a licensee only and not as a tenant. HUDDLE will maintain the property in its present condition. HUDDLE confirms and agrees that HUDDLE does not have the rights of a tenant as exist at law as set forth in N.J.S.A. 2A:18-61.1 et seq. and elsewhere.

Quiet Enjoyment – HUDDLE and the SHA covenant and agree that their respective operations and activities shall not compromise their respective quiet and peaceful enjoyment or that of the surrounding community. Invasion of such quiet and peaceful enjoyment shall be considered a breach of this Lease and cause for termination thereof.

If the Premises is substantially destroyed and rendered unfit for the occupancy or use by HUDDLE as contemplated by this MOU, this MOU shall thereupon terminate.

Covenant of Title – HUDDLE expressly agrees and understands that the SHA has full right and lawful authority to enter into this MOU for the term of this MOU and that the SHA is lawfully in possession of the Premises.

In the event that HUDDLE shall be in default of any provision of this MOU or, upon the expiration or other termination of the term of this MOU, HUDDLE shall quit and surrender the Premises in good order and condition, ordinary wear and tear accepted, and to remove all its property therefrom, except as otherwise provided in this Lease. All property shall be removed within 15 days of the expiration or other termination of this MOU. HUDDLE's obligation to observe and perform this covenant shall survive the expiration or other termination of the term of this Lease. Any property not so removed from the Premises within the time set forth herein shall be deemed abandoned by HUDDLE and shall become the sole property of the SHA. In addition, the SHA shall be entitled to use any and all self help remedies available to regain possession and

control of the Premises upon expiration or other termination of this MOU. Furthermore, the SHA shall be entitled to any and all remedies available in law or in equity in the event HUDDLE shall, in any way, be in default of this MOU. If the SHA shall be required to pursue its legal remedies, HUDDLE shall reimburse the SHA all reasonable attorney's fees and court costs incurred by the SHA with respect to such matter.

This MOU represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior negotiations between such parties, and cannot be amended, supplemented or changed orally, but only by an agreement in writing signed by the party against whom enforcement of any such amendment, supplement or modification is sought and making specific reference to this MOU.

This MOU and all amendments thereof shall be governed by and construed in accordance with the laws of the State of New Jersey applicable to contracts made and to be performed therein. In the event of any dispute, the parties agree that the venue will be Superior Court of New Jersey, Salem County.

**The Huddle Corporation**

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

\_\_\_\_\_

**Salem Housing Authority**

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

\_\_\_\_\_

Paul Dice, Executive Director