

Remarkable Foods Hospitality, LLC  
42 Jackson Drive  
Cranford, NJ 07016

May 4, 2022

The Township of West Orange  
66 Main Street, Room 111  
West Orange, NJ 07052  
Attn: John Gross, Business Administrator/Chief Financial Controller

Dear Mr. Gross,

This letter is an agreement (the “**Agreement**”) between Remarkable Foods Hospitality, LLC (“**RF**”) and The Township of West Orange (“**Township**”) relating to RF’s use of and access to the parking lot located at 10 Rooney Circle, West Orange, NJ 07052 (the “**Parking Lot**”) on the following terms:

- Purpose – During the Term (defined below), RF and its affiliates shall be permitted to use and access the entire Parking Lot to park its specialized food preparation and delivery vehicles (“**Vehicles**”), commonly known as sprinter vans, which it utilizes as mobile kitchens, and, if needed, to place a port-A-john and dumpster on-site, at its sole cost, in a parking space mutually agreed upon with the Township.
- Term – The “Term” will start on May 4, 2022 (the “**Effective Date**”) and continue on a month-to-month basis until either party gives the other party 10 days’ prior written notice of termination (the “**Term**”), in which case RF will pay all amounts due through the termination date.
- Parking Fee – The aggregate fee to use the Parking Lot as of the Effective Date will be \$3,000 per month (pro-rated for any partial month) during the Term, to be paid monthly in advance. The fee is inclusive of all charges. Upon signing this Agreement, RF will pay the prorated fee due for the first month. the Township will continue to pay all taxes and utility bills during the Term and shall not pass-through any such charges to RF.
- Use of Parking Lot – RF and its affiliates will have the right to use the Parking Lot between the hours of 3:30 PM and 10 PM EST, 7 days per week. RF agrees to maintain the area of the Parking Lot in which its Vehicles are parked, the dumpster and the port-a-john in a neat and sanitary condition throughout the Term to the extent caused by RF or its operations, and to dispose of all trash and debris resulting from its operations.
- Surrender – Upon the expiration or earlier termination of the Term, RF will remove its Vehicles (and port-a-john and dumpster, if applicable) from the Parking Lot.
- Compliance - RF shall abide by the provisions of the Township Code applicable to RF’s particular manner of operations within the Parking Lot.
- Insurance – RF shall maintain at all times while this Agreement is in full force and effect, the following insurance coverage with an insurance company or companies reasonably acceptable to the Township, with limits not less than those shown below. An ACORD certificate of insurance shall be provided to the Township on or prior to commencement of the Term of this Agreement.

- Commercial General Liability (CGL): Coverage for liability arising from RF’s use and occupancy of the Parking Lot, including, but not limited to, contractual liability, products and completed operations, and personal injury and property damage with limits no less than \$1,000,000 each occurrence/\$2,000,000 aggregate.
- Automobile Liability: Coverage for all of RF’s owned, non-owned and hired vehicles with limits not less than \$1,000,000 per accident, combined single limits (CSL) or its equivalent.
- Workers Compensation: As required by the State of New Jersey and Employers’ Liability with limits not less than \$1,000,000 each accident for bodily injury or disease.

The Township of West Orange and its officers, employees, agents, successors and assigns and are included as Additional Insured under the commercial general liability policy. The Commercial General Liability insurance coverage is provided on a primary and non-contributory basis to the Township of West Orange. Where applicable, a waiver of subrogation in favor of the Township of West Orange and its officers, employees, agents, and servants is to be included in those policies of insurance where permitted by law. To the extent permitted by applicable law, the Township shall add a waiver of subrogation in favor of RF on any of its policies of insurance applicable to a liability claim in the Parking Lot to which RF is, or becomes, a party.

- Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. Any claims or disputes arising under this agreement will be adjudicated in the Superior Court of New Jersey and venued in Union County.
- Entire Agreement. This Agreement is the entire understanding and agreement between RF and the Township with respect to RF’s use of the Parking Lot and supersedes all prior verbal and written agreements.

IN WITNESS WHEREOF, the parties hereto have, either individually or by their duly authorized representative, set their hands and seals the day and year first above written.

**Remarkable Foods Hospitality, LLC**

Attest:

\_\_\_\_\_  
[Name]

By: \_\_\_\_\_  
[Name]  
[Title]

**The Township of West Orange**

Attest:

\_\_\_\_\_  
Karen J. Carnevale, R.M.C.

By: \_\_\_\_\_  
John Gross, Business Administrator/  
Chief Financial Controller