

CABANA LICENSE AGREEMENT 2019

Cabana No.:	
Licensee Name:	
Summer Address:	
City /State / Zip:	
Mailing Address:	
City /State / Zip:	
Contact Phone No(s):	
Email Address:	
No. of Persons:	

This agreement constitutes a contract between the Licensee(s) and the Borough of Allenhurst, which owns the Cabana in question.

Please read this Cabana License Agreement completely before you sign it. Once you execute the same, the Borough of Allenhurst will presume that you have read and understood all of the terms and policies contained herein. All terms and policies shall be strictly enforced. It is the responsibility of all Licensees (and members of their party) to be familiar with all policies pertaining to the use of the Cabana and Membership in the Allenhurst Beach Club.

This agreement is entered on this _____ day of _____, 2019 by and between _____, (hereinafter referred to as “Licensee(s)”, “You” or “Your”) and the **Borough of Allenhurst**, (hereinafter referred to as the “Borough”) which is the owner of the subject Cabana. The Borough agrees to license the above referenced Cabana, located at the Allenhurst Beach Club, to You on the terms and conditions contained herein. This Cabana license agreement is subject to the following terms and conditions:

1. Term: This license is for the 2019 season, which is defined as running from May 25, 2019 to September 22, 2019. This License is limited to Your use of the Cabana, during posted operating hours of the Allenhurst Beach Club (hereinafter “ABC”).

2. License Fees: The License Fees for the 2019 season for the above referenced Cabana has been established by Borough Ordinance. If the Licensee(s) is a tax paying Resident of the Borough, the License Fee for the season is \$2,875.00. If the Licensee(s) is a Non-Resident of the Borough, the License Fee for the season is \$5,750.00. The License Fee must be paid, in full, in advance of any use of the subject Cabana. In the event that there are joint Licensees, one of whom is a tax paying Resident of the Borough and the other(s) a Non-Resident, the License Fee for the season shall be equal to ½ of each applicable fee (i.e., \$4,312.50).

3. No “Rights” Conferred: Nothing herein is to be construed to convey any “rights” of ownership, possession or occupancy of the subject Cabana to the Licensee(s). All Cabanas at the ABC are, and shall remain exclusively, the property of the Borough. This License does nothing more than grant the Licensee(s) a limited “Privilege” to use of the Borough’s Cabana only during posted operating hours of the ABC. Remaining in any Cabana “overnight” is strictly prohibited. Violations of the terms and conditions of this Agreement, and/or the Rules and Regulations of the ABC, may result in the Borough revoking said Privilege. By executing this Agreement, the Licensee agrees that no “tenancy” has been created and that no “Landlord / Tenant” relationship has been created.

4. Responsibility for Damages: Licensee(s) hereby acknowledges that they are responsible for any and all damages to the Cabana caused by the Licensee(s), Your Family Members, Your Guests and/or invitees. Licensee(s) hereby agrees to be jointly and severally financially liable for any and all damages done to the Cabana, beyond normal wear and tear.

(a) **Damage Assessment Charge:** If there is damage to the Cabana, or its Borough owned contents, at the end of the season/term, the Licensee(s) will be notified of said damages and a Damage Assessment Charge will be sent to Licensee(s) for payment. Licensee(s) shall pay the Damage Assessment Charge within thirty (30) days of the date of the bill. Failure to pay the same within thirty (30) days of the date of the bill **shall result in immediate forfeiture of Your Privilege to License a Cabana and, next season, said Cabana will be offered to the next person on the waiting list.**

5. No Alterations: The Cabana is the property of the Borough. Licensee(s) are strictly forbidden from altering the physical condition of the Cabana. At the end of the season/term, the Cabana shall be returned in the same condition as it existed at the beginning of the season/term, save for ordinary wear and tear. "Alterations" would include, but are not limited to, painting any portion of the Cabana, installing wall paper, removing any Borough owned property, such as the shower facilities, installation of any "fixtures," attaching anything to the Cabana that cannot be removed without damaging the Cabana, or altering or adding electric circuits or outlets, etc. You may not, under any circumstances, change, modify or alter the lock on the Cabana.

6. Right of entry: Licensee(s) agree that the Borough and/or its Beach Club manager has the right to enter the Cabana, at any time, to investigate disturbances, check occupancy, confirm membership of any persons using the Cabana, check for damage, to make repairs, alterations or improvements thereto as Borough may deem appropriate.

7. Rules and Regulations: By signing this Agreement Licensee(s) agrees to abide by all the ABC Rules and Regulations pertaining to the use of the subject Cabana. These Rules and Regulations are enclosed. Violations of the Rules and Regulations of the ABC may result in

the Borough revoking Your Privilege to License a Cabana. Should the Borough revoke Your Privilege, said Cabana will be offered to the next person on the waiting list.

8. Soap or Shampoo: DEP regulations prohibit the use of shampoos or soaps in the cabanas as the water discharges directly into the sand. By signing this agreement Licensee(s) agrees not to use shampoo, soap or similar material when using the cabana showers.

9. Contents Must be Removed: There cabanas were made to be portable and must be removed from the beach at the end of the Beach Club Season. All contents must be removed by the end of the season. If contents are not removed, you will forfeit your damage deposit and the Borough may revoke your Privilege to License a Cabana

10. Guest(s): Licensee(s) shall be responsible for the actions or activities of their guests. By signing this Agreement You acknowledge that it is Your obligation and responsibility to see that Your Family Members, Your Guests and invitees obey both the terms and conditions of this Agreement and the Rules and Regulations of the ABC. Violations of the terms and conditions of this Agreement and/or the Rules and Regulations of the ABC by Your Family Members, Your Guests and/or invitees may result in the Borough revoking Your Privilege to License a Cabana. Should the Borough revoke Your Privilege, said Cabana will be offered to the next person on the waiting list.

11. Smoking: Smoking is not permitted inside the Cabana. Outdoor smoking is permitted at locations designated by the ABC. Failure to obey this rule will result in Your loss of the damage deposit.

12. Alcoholic Beverages: No drinking of alcoholic beverages by persons under the legal age of twenty-one (21) is permitted. Should a Licensee(s), Your Family Members, Your Guests and/or invitees be arrested for underage drinking at the Cabana, or anywhere on the

grounds of the ABC, or should Borough or Borough's ABC Manager observe a Licensee(s), Your Family Members, Your Guests and/or invitees under the age of 21 drinking alcoholic beverages, this agreement may be terminated at the option of the Borough. Illegal drug use is strictly prohibited. Violations of this paragraph of this Agreement by Licensee(s), Your Family Members, Your Guests and/or invitees may result in the Borough revoking Your Privilege to License a Cabana. Should the Borough revoke Your Privilege, said Cabana will be offered to the next person on the waiting list, You will forfeit Your License Fee for the season/term, regardless of the date the same is discovered, and You will forfeit Your damage deposit.

13. Acts of God: The Borough shall not be liable for events beyond its control which may interfere with Licensee(s) use of the Cabana, including but not limited to Acts of God, acts of other governmental agencies, fire, strikes, war and inclement weather. **NO REBATE OR REFUND will be offered in any such circumstances.**

14. Conduct: Use of the Cabana shall not be such as to disturb or offend other Cabana Licensees or any other patrons of the Allenhurst Beach Club. The use of firearms or fireworks is strictly prohibited. Violations of this paragraph of this Agreement by Licensee(s), Your Guests, Family Members and/or invitees may result in the Borough revoking Your Privilege to License a Cabana. Should the Borough revoke Your Privilege, next season said Cabana will be offered to the next person on the waiting list.

15. Indemnification and hold harmless: Licensee(s) agrees to indemnify and save harmless the Borough and the ABC of any liabilities for theft, damage, cost or expense, including any and all legal fees, whatsoever arising from or related to any claim or litigation which may arise out of or in connection with Licensee(s) use of the Cabana, including but not limited to any claim or liability for personal injury or damage or theft of property which is made,

incurred or sustained by Licensee(s). This specifically includes any and all claims based upon the Borough's alleged direct negligence or responsibility. The terms "Licensee(s)", "You", and "Your" as used in this Agreement shall include Licensees' heirs, successors, assigns, guests, invitees, representatives, and other persons using the Cabana during Licensee(s) term for use of the Cabana (without regard to whether such persons have authority under this Agreement to be at the Cabana), where the context requires or permits. Licensee(s) hereby acknowledges that the Cabana is not a "secure" facility and the Borough hereby advises all Licensee(s) that it assumes no liability nor responsibility for any "valuables" left in the Cabana by Licensee(s). Risk of loss of any and all property left in the Cabana by Licensee(s) shall rest solely with the Licensee(s) including any and all claims based upon the Borough's alleged direct negligence or responsibility.

16. Disputes: This Agreement shall be governed by and interpreted in accordance with the laws of the State of New Jersey, and shall be treated as though it were executed in the County of Monmouth, State of New Jersey. Any action relating to this Agreement shall be instituted and prosecuted only in the Superior Court of the State of New Jersey, Monmouth County Vicinage. Licensee(s) specifically consents to such jurisdiction and to extraterritorial service of process by U.S. Mail to the address Licensee(s) provided herein, should said address be extraterritorial.

17. Violating agreement: If Licensee(s) violate any of the terms or conditions of this Agreement, the Borough may terminate this Agreement. Upon notice of termination of this Agreement, Licensee(s) shall no longer be permitted access to the Cabana in question, save for removal of any personal belongings left therein, which will be removed under supervision. In such event, Licensee(s) forfeits all License Fees and the damage deposit. Violations of the terms

and conditions of this Agreement, and/or the Rules and Regulations of the ABC by Licensee(s), Your Guests, Family Members and/or invitees may result in the Borough revoking Your Privilege to License a Cabana. Should the Borough revoke Your Privilege, next season said Cabana will be offered to the next person on the waiting list.

18. Non-Transferrable: This License to use the identified Borough owned Cabana is “Non-Transferrable.” Only the specifically identified Licensee(s), immediate Family Members, Your Guests, and invitees are permitted to use the Cabana. With respect to Guests and invitees, either Licensee(s) or an immediate Family member of Licensee(s) must be present on the ABC grounds during Guests and/or invitees use of the Cabana. To be clear, it is not permissible to License a Cabana and then turn over, sell or “assign” Your Privilege to use the Cabana to others. Violations of this paragraph of this Agreement by Licensee(s) shall result in the Borough revoking Your Privilege to License a Cabana. Should the Borough revoke Your Privilege, next season said Cabana will be offered to the next person on the waiting list.

19. Sub-Licensing Strictly Prohibited: This License Agreement is between the Borough and the specifically identified Licensee(s) set forth herein. Under no circumstances may any Licensee(s) “Sub-License,” “Sub-Lease,” “Sub-Rent” or otherwise sell, transfer, assign or confer Licensee(s)’ Privilege to use the Cabana to anyone else. Should the Borough become aware of any such arrangement, it shall result in Your immediate and irrevocable forfeiture of Your Privilege to License a Cabana, forfeiture of Your License Fee for the season/term, regardless of the date the same is discovered, forfeiture of Your damage deposit and said Cabana shall immediately be offered to the next person on the waiting list. Moreover, Your membership in the ABC shall be immediately and irrevocably terminated. Finally, the membership in the ABC of the “others” to whom Licensee(s) has improperly assigned their Privilege to use the

Cabana shall be immediately and irrevocably terminated, with all membership fees paid by such persons being forfeit.

By signing this Agreement I hereby certify that I have fully read, understand and agree to all of the above terms, conditions and policies.

Principal Licensee(s):

_____ (Print Name) _____ (Licensee Signature) _____ (Date)

Additional Licensee(s):

_____ (Print Name) _____ (Licensee Signature) _____ (Date)

Borough of Allenhurst:

_____ Donna Campagna, Clerk / Administrator _____ (Date)