

UNITED STATES DEPARTMENT OF THE INTERIOR  
National Park Service  
**Gateway National Recreation Area**  
**Sandy Hook Unit**  
**Short Term Lease**  
**Pursuant to 36 CFR 18**  
**Sandy Hook Beach Facilities Lot \_\_\_\_**



**I. THIS LEASE** is made and entered on May, 2023 by and between the United States Department of the Interior, acting through the National Park Service, an agency of the United States of America, hereinafter LESSOR, and

NAME:
ADDRESS: Street Address City, State, Zip Code
E-MAIL
TELEPHONE NUMBER:

hereinafter, LESSEE/s<sup>1</sup>

**WITNESSETH:** That the LESSOR hereby leases and demises to the LESSEE, and the LESSEE hereby leases from the LESSOR, the Premises further described below and located within the boundaries of Gateway National Recreation Area, pursuant to 36 C.F.R. Part 18, subject to the following terms and conditions:

<b>1. Term of Lease:</b>	Begins: 12:01 a.m. May __, 2023, Ends: 11:59 p.m. September 30, 2025. This Lease provides no right of renewal or extension to the LESSEE. <sup>2</sup>
<b>2. Description of Premises:</b>	Land assignments located at Sandy Hook Beach, in the Sandy Hook Unit of Gateway National Recreation Area, situated at Lot G on Hartshorne Drive, in Sandy Hook, New Jersey The Premises are comprised of, and Lessee's exclusive use is limited to, the following: <ul style="list-style-type: none"> <li>• Area located off the pedestrian walkway in accordance with the pictures annexed hereto as <b>Exhibit A</b> and incorporated herein by reference (herein the "Premises").</li> <li>• Area located behind the Beach Center buildings in accordance with the pictures annexed hereto as <b>Exhibit A</b> and incorporated herein by reference (herein the "Premises").</li> </ul> The Lessor may assign additional locations authorized for use by the Lessee at the Lessor's sole discretion. Any additional locations assigned by the Lessor will be identified in an amended Exhibit A.
<b>3. Use of the Premises<sup>3</sup>:</b>	<b>COMMERCIAL: [Mobile Food and Beverage or Beach Equipment Rental &amp; Sales] – [Description of menu offerings]</b> at the location identified in <b>Exhibit A</b> . Lessee is required to operate [ <b>daily or weekends</b> ] between the hours of 9:30 am to 3:00 pm through Labor Day. <b>STORAGE:</b> Container is for the storage of non-perishable supplies and equipment used solely to support the authorized activities under this lease. Lessee is free to operate at the designated location on additional days and hours during which the park is open to visitors during the period in which the lease is in effect.
<b>4. Limitations on Use:</b>	Storage of Hazardous Materials is prohibited. Obstruction of Egress is prohibited. Occupancy of the premises in connection with day to day use is subject to occupancy limits or other restrictions imposed by the Superintendent or her designee. Storage containers must be plain steel or neutral colored conex-type containers supplied by the Lessee. Containers may not exceed 10' x 10' x 10' in dimensions and electric service is not available. Containers may be installed no sooner than May 10th of each year during which the corresponding Lease is in effect and must be removed by November 1st of each year during which the corresponding Lease is in effect.
<b>5. Rent:</b>	The LESSEE shall pay to the LESSOR rent in the following amounts: [Mobile Food and Beverage or Beach Equipment Rental & Sales] Use: \$ _____.00 per year Storage Usage [delete if not applicable]: \$ _____.00 per year Additional Rent (if applicable): The difference between 10% of annual gross revenues and rent amount of \$ _____.00. The calculation of Additional Rent is further described in <b>Exhibit B</b> . Rent as identified in Paragraph 6 below for the Premises as further described in <b>Exhibit A</b> .
<b>6. Time &amp; Manner of Payment:</b>	\$ _____ per year shall be remitted to NPS as per the following schedule: \$[50%] shall be remitted to NPS upon lease execution \$[50%] shall be remitted to NPS by July 15, 2023 Additional rent, if due, shall be remitted to NPS by October 31, 2023 Rent shall be paid electronically via pay.gov.

<sup>1</sup> If more than one LESSEE is named in this Lease, each LESSEE shall be jointly and severally liable for performance of the obligations of this Lease.

<sup>2</sup> All areas must be cleaned and vacated by the expiration time indicated in the Lease.

<sup>3</sup> Use of the premises is only authorized for the use stated herein. The stated use must be consistent with the park mission and values.

<b>7. Additional Rent:</b>	Unanticipated costs incurred by the LESSOR as a result of the LESSEE's use and occupancy of the Premises shall be due and owing immediately upon written notification by the Lessor. Such costs are considered additional rent and may include, but are not limited to, emergency services, park police, clean up, trash removal, utility costs, and the costs of remedying damage to park resources.
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**8. Terms and Conditions.** This Lease is subject to the Terms and Conditions stated above as well as Terms and Conditions contained in Sections II, III, IV, V, Exhibit A and/or any other Exhibits or Attachments thereto of this Lease which are incorporated herein by reference.

**IN WITNESS WHEREOF,** the below identified official of the National Park Service, in the exercise of authority delegated from the Secretary of the Interior, on behalf of the United States, as LESSOR; and the LESSEE have executed this Lease on the date(s) set forth below.

**LESSOR**  
THE NATIONAL PARK SERVICE

**LESSEE**  
[Insert Lessee Name]

**Jennifer T. Nersesian**  
Superintendent  
Gateway National Recreation Area

[Name]  
[Title]  
[Company]

**SECTION II. Park Specific Conditions:**

1. **PARKING and VEHICLES:** The National Park Service cannot guarantee parking availability for personal vehicles or access into the park during peak times, weather events, or other circumstances beyond the control of park management. Your party may encounter difficulty entering or exiting the park. The LESSEE and LESSEE's guests shall comply with parking and traffic determinations made by NPS staff. Parking areas for LESSEE's vehicles will be designated by Park personnel. The LESSEE shall comply with any determinations made by Park management such as but not limited to parking closures, restrictions, and/or traffic detours as directed by NPS staff.
  - a. Parking on grass, curbs, boardwalks, walkways, or any other areas identified as restricted is strictly prohibited and may result in issuance of a U.S. District Court Violation Notice: [26 CFR 1.10(a)].
2. **CONSUMPTION/SALE OF ALCOHOL:** Sale of alcoholic beverages is PROHIBITED.
3. **SALES OF FOOD and BEVERAGE:** Sale of food and beverage is authorized at the Sandy Hook Unit location depicted in Exhibit A below, and subject to any food safety inspections undertaken by NPS. The NPS Public Health Program provides support for food service operations through the provision of periodic food establishment assessments. The assessments are conducted on a frequency established by NPS. All assessments will be completed pursuant to guidelines established by applicable law, regulation, and policy, including the most recent version of the Food and Drug Administration (FDA) Food Code, which can be found at: <https://www.fda.gov/food/fda-food-code/food-code-2017>
  - a. LESSEE is required to submit to and comply with the results of a complete NPS federal health and sanitary inspection to the satisfaction of the NPS before the food and beverage business can open to the public. Gateway NRA will work with the LESSEE to arrange this final inspection, conducted by a member of the Gateway staff, at the earliest convenient time. LESSEE will be required to maintain and provide satisfactory inspection reports on site throughout the course of the lease.
  - b. NPS reserves the right to immediately suspend, terminate, or revoke this authorization without penalty if NPS, in its sole discretion, determines the LESSEE has failed to comply with food safety and any other public health requirements identified herein.
4. **SMOKING:** Smoking is prohibited in any interior space and can result in issuance of a U.S. District Court Violation Notice pursuant to 36 CFR 21.21(a). Discarding cigarettes or cigarette butts on the grounds may result in issuance of a U.S. District Court Violation Notice pursuant to 36 CFR 2.14(a)(1). Sanitation and refuse violations may result in issuance of a U.S. District Court Violation Notice pursuant to 36 CFR 2.14(a)(1).
5. **GLASS:** LESSEE is prohibited from selling or dispensing glass bottles or containers in the Park. Glass containers are prohibited in the Park.
6. **SIGNS:** Signs may not be hung or affixed to any park property absent written approval.
7. **PARK HOURS: Sandy Hook and the Parking Lots are open from 6 a.m. to 9 p.m.**
8. **GENERATORS:** Use of generators is prohibited unless specifically authorized in writing by the NPS, in which case a fire and safety inspection satisfactory to the NPS Fire Chief or his/her designee is required. All generators (gasoline, propane powered stoves, and accessories, including fuel storage) are subject to inspection by NPS and must comply with applicable NFPA and NPS fire safety standards.

9. **HAZARDOUS MATERIAL:** Hazardous Materials (which are toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous, asbestos, formaldehyde, radon gas) are strictly prohibited. Other hazardous materials such as gasoline, diesel fuel or other petroleum hydrocarbons must be used in accordance with applicable regulation.
10. **CLEAN UP/TRASH REMOVAL:** LESSEE is responsible for trash collection and removal of all equipment and trash collected in connection with LESSEE's activities. The Leased Premises must be cleaned and left vacant and in broom clean condition upon expiration or termination of the lease. LESSEE is prohibited from disposing of its trash within the park.
11. **MAINTENANCE & REPAIRS:** LESSEE shall, at its sole cost and expense, perform all maintenance and repairs to the Premises that are not LESSOR's express responsibility under this Lease, and keep the Premises in good condition and repair, reasonable wear and tear excepted. The Lessee shall pay as additional rent the costs of any repair or restoration of the Premises which the NPS is required to undertake in connection with Lessee's use and occupancy of Premises.
12. **INCLEMENT WEATHER:** The National Park Service and Sandy Hook Unit of Gateway National Recreation Area are not responsible for providing shelter in the event of inclement weather.

### **SECTION III. Improvements to Premises:**

1. The LESSEE cannot undertake any improvement project(s) on the leased Premises without prior written authorization from the Superintendent of the Gateway National Recreation Area. The LESSEE shall not construct any structures, fixtures, or improvements in the park area.

### **SECTION IV. Insurance Requirements:**

1. **The LESSEE, or LESSEE's Agent, Contractor, or other Representative, as applicable, is required to submit proof of insurance to the NPS as a condition of this Lease.** LESSEES are prohibited from commencing permitted activities, or set up of activities, until the required proof of insurance has been submitted to and acknowledged by the NPS. The use of facilities authorized under the terms of this Lease may be terminated, delayed, or suspended for failure to provide satisfactory proof of insurance to the NPS. LESSEE agrees to carry general liability insurance against claims occasioned by the action or omissions of the LESSEE, its agents, and employees in carrying out activities and operations under this lease. The policy shall be in the amount of \$1 Million per Occurrence, \$3 Million Aggregate and underwritten by a United States company naming the United States of America and the National Park Service as additional insured. LESSEE agrees to have on file with the park copies of the above insurance with the proper endorsements.
2. The LESSEE under this lease assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the NPS of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the NPS of the solvency of the insurer or the sufficiency of any policy or any coverage or amount insurance or deductible.
3. Applicable insurance requirements include:
  - a. General Liability Insurance Requirements – Commercial General Liability through one or more primary and umbrella liability policies against claims for bodily injury and property damage occurring on the Premises or as otherwise related to Lessee's use and occupancy under the Lease, with such limits as may be required by the NPS, but in any event not less than One Million Dollars (\$1,000,000) per incident and Three Million Dollars (\$3,000,000) in the aggregate for the Premises.
  - b. Other - All other insurance that the LESSEE should maintain to adequately protect the Premises.
  - c. All insurance policies shall name the United States of America as an additional insured.
  - d. All required insurance and any renewals shall be issued by one or more companies of recognized responsibility licensed to do business in the state in which the Park is located with a financial rating of at least a Class A- (or equivalent) status, as rated in the most recent edition of Best's Insurance Reports (or equivalent) or as otherwise acceptable to the NPS and must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
  - e. All insurance policies shall provide that such policies shall not be cancelled, terminated, or altered without thirty (30) days prior written notice to the NPS. The Party authorized under this Lease must provide to the NPS a copy of each policy and a certificate of the policy executed by a properly qualified representative of the insurance company evidencing that the required insurance coverage is in full force and effect on or before the commencement date of this Lease. The Party authorized under this Lease shall maintain all policies provided throughout the lease term and the Party authorized under this Lease shall renew such policies before the expiration of the term of the policy, as applicable.
  - f. The Party authorized under this Lease assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers. No approval by the NPS of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by the NPS of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible.

- g. The LESSEE and LESSEE's Agents shall not do anything, or permit anything to be done, in or about the Premises or on adjacent or nearby property that would invalidate or be in conflict with the provisions of any fire or other insurance policies covering the Premises or result in a refusal by insurance companies of good standing to insure the Premises in the amounts required under this section.
- h. The LESSOR will not be responsible for any theft of, or loss or damage to the LESSEE's property under any circumstance. LESSEE agrees that LESSOR shall have no responsibility or liability whatsoever for any loss or damage, however caused, to furnishings, fixtures, equipment, or other personal property of LESSEE or any of its customers, or of any persons claiming by, through or under LESSEE.

**SECTION V. General Terms and Conditions:**

1. **In General.** This Lease is subject to all present and future laws, regulation, and policy which may be applicable to the LESSEE or to all or any portion of the Premises, or to the use, occupancy, possession, operation, maintenance, and repair of the Premises.
  - a. The LESSEE shall exercise this privilege subject to the supervision of the Park Superintendent. The LESSEE shall comply with all applicable laws and regulations of the area and terms and conditions of the lease. The LESSEE must acquire all permits or licenses of State or local government, as applicable, necessary to provide the services described above, and must operate in compliance with all applicable Federal, State, and local laws and regulations, including, without limitation, all applicable park area policies, procedures, and regulations.
  - b. The LESSEE shall ensure that its employees comply with any instruction from the designated officials representing the NPS and/or instructions from the United States Park Rangers.
  - c. The Superintendent reserves the right to relocate LESSEE at the Superintendent's discretion in the event the Superintendent determines it necessary in the interest of public safety, public health, or general welfare, notwithstanding any other term or condition of the Authorization to the contrary.
  - d. The LESSEE will comply with any determinations made by the Superintendent or her designee regarding ingress, egress, safety, sanitation, and security, or impacts to park resources or values, or any determinations which may necessitate suspension of the authorized activity.
2. **Interests of Other Parties.** The LESSEE may not transfer, assign, sublease or encumber the Lease in whole or in part. Additionally, this Lease shall not, nor be deemed nor construed to, confer upon any person or entity, other than the parties hereto, any right or interest, including, without limiting the generality of the foregoing, any third-party beneficiary status or any right to enforce any provision of this Lease. Further, The LESSEE warrants that no person or selling agency has been employed or retained to solicit or secure this Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the LESSOR shall have the right to terminate this Lease.
3. **No Waiver.** No failure by the LESSOR to insist upon the strict performance of any of the terms and conditions of this Lease or to exercise any right or remedy upon a default, and no acceptance by the LESSOR of full or partial rent during the continuance of any default shall constitute a waiver of any default or of such terms and conditions. No terms and conditions of this Lease may be waived or modified except by a written instrument executed by the LESSOR. No waiver of any default shall affect or alter this Lease, but each and every term and condition of this Lease shall continue in full force and effect with respect to any other then existing or subsequent default.
4. **NPS Right of Entry.** This Lease excepts to the LESSOR the right, at reasonable times to enter upon the Premises as may be necessary for the purposes of the administration of this Lease and/or the Park Area as determined by the LESSOR and to close the Premises when immediate danger to life or property is discovered. The LESSOR reserves the right to forcefully enter the leased Premises in the event of danger or public health concerns. The LESSOR shall not be liable to Lessee for any damage resulting from same. Additionally, the Lessor may undertake site inspections from time to time to ensure the Lessor is complying with the terms of the Lease.
5. **Modifications to the Premises.** The LESSEE is prohibited from making physical modifications or improvements to the Premises absent prior written approval from the LESSOR.
6. **Surrender of the Premises.** Upon expiration or termination of this Lease, the LESSEE shall surrender and vacate the Premises, remove LESSEE's personal property, and return the Premises in as good an order and condition as that existing upon the commencement of this Lease. Personal property including but not limited to containers and similar items remaining upon the premises upon expiration or termination of the Lease shall be deemed "abandoned property" pursuant to 36 CFR 2.22(b)(2) and LESSEE shall be liable for costs incurred by the park in connection with collection and removal of same.
7. **Holding Over.** This Lease shall end upon its expiration or termination and any holding over by the LESSEE or the acceptance by the LESSOR of any form of payment of rent or other charges after such date shall not constitute a renewal of this Lease or give the LESSEE any rights under this Lease or in the Premises.
8. **Costs, Fees, and Expenses.** LESSEE shall pay all costs, fees, expenses, and charges of every kind and nature resulting from its use of the Premises, including but not limited to additional rent, costs incurred by the park for services provided

by NPS, emergency services, clean up, trash removal, and the costs to remedy damages to park resources. Such costs, fees, and expenses may include interest based on the current value of funds to the US Treasury. LESSEE shall incur additional costs, fees, or charges for failing to vacate Premises upon the close of the season identified in the above Paragraph 1. Term of Lease, or upon expiration of the LEASE, or the expiration of an additional period of time, if any, during which NPS authorized use of the Premises. LESSEE shall be obligated to NPS for fees, costs, and charges in the amount of **\$250 for each day** LESSEE'S personal property remains on the Premises. In the event LESSEE has not removed personal property from the Premises upon expiration or termination of the Lease, NPS shall have the right to dispose of LESSEE's personal property as NPS determines, in its sole discretion, and LESSEE shall be obligated for all costs incurred by NPS in connection therewith.

9. **Utilities:** Any utility service provided by LESSOR will be subject to the LESSOR's established policies and procedures for provision of utility services to third parties in accordance with applicable law, regulation, and policy. To the extent such utilities are provided by the NPS, the LESSEE shall remit payment for costs of all utilities as identified in Section I, Paragraph 5.
10. **Penalties.** The LESSOR may impose penalties for late payment to the extent authorized by Applicable Laws.
11. **Loss.** Under no circumstances shall LESSOR be responsible or obligated for any losses or liabilities of the LESSEE.
12. **Excusal of Rent.** In the event of a Force Majeure, the Lessor may excuse the Lessee from its obligation to pay rent for a period of time that the Lessor deems appropriate under the circumstances.
13. **Modification of the Lease.** This Lease constitutes the entire agreement between the LESSOR and LESSEE with respect to its subject matter and supersedes all prior offers, negotiations, oral and written. This Lease may not be amended or modified in any respect except by an instrument in writing signed by the LESSOR and LESSEE.
14. **Protection of Resources.** The LESSEE will take no action that will be detrimental to natural or cultural resources of the park or have any adverse impact on the environment.
15. **Time and Manner.** Activities (except those authorized under this agreement) taking place under this Lease shall be prohibited when the park is closed to the public, the Superintendent determines that such activities may not be compatible with authorized Events, or when the authorized activities are determined to be incompatible with NPS official activities or special events.
16. **Damage to Park Resources.** The proposed activity is authorized at the discretion of the park Superintendent. Authorization to conduct the activities addressed herein may be revoked, cancelled, or terminated at the discretion of the Superintendent upon 24 hours-notice, or without prior notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of this authorization to the contrary.
17. **Impact to Park Resources.** The LESSEE must conduct business and daily activities in such a manner as to minimize impacts on the natural scene, including erosion control and protection of native species. The LESSEE must remove litter from the Premises as frequently as is necessary to ensure that the grounds are clean and to ensure that wildlife attractants are minimized. The LESSEE must also promptly remove debris in the operating area of the Premises. LESSEE is required to make efforts to support the park's **"carry-in and carry-out" trash policy.**
18. **Reservation of Rights.** NPS reserves the right to terminate the Lease in the event the Lessee fails to keep and perform any of the terms and conditions of the Lease or the Superintendent has determined the Lessee is engaging in activity inconsistent with the park's mission and values. Additionally, NPS reserves the right to remove individuals from the Premises, or to require the Lessee to remove individuals from the Premises, in accordance with applicable law, regulation, and policy, upon 24 hours' notice, or without prior notice if damage to resources or facilities occurs or is threatened, in the event the Superintendent determines it necessary in the interest of public safety, public health, general welfare, or in the event the Superintendent has determined there has been conduct unbecoming the mission and values of the NPS, notwithstanding any other term or condition of this Lease to the contrary.
19. **Termination by Lessor.** The LESSOR may terminate this lease if the LESSEE fails to keep and perform any of the terms and conditions of this Lease. The LESSOR reserves the right to terminate or suspend the Lease upon 30 days' notice, or without prior notice if damage to resources or facilities occurs or is threatened, or in the event the Superintendent determines it necessary in the interest of public safety, public health, general welfare, or in the event the Superintendent has determined there has been conduct unbecoming the mission and values of the NPS, notwithstanding any other term or condition of this Lease to the contrary. If the LESSOR terminates this Lease pursuant to the terms and conditions contained herein, all of the rights of the LESSEE under this Lease and in the Premises shall terminate. The LESSEE hereby acknowledges the sovereign right of the LESSOR to cancel this Lease at any time to the extent provided by law.
20. **Termination by Lessee.** The LESSEE may terminate this Lease without penalty by providing thirty (30) days written notice to the LESSOR. In the event the Lessee wishes to terminate the Lease during the Term, the LESSEE shall be obligated for all rents due and owing at that time. Termination of the Lease by the LESSEE in any case shall not absolve the LESSEE of any responsibility or obligation for costs associated with LESSEE's use of the Premises as described herein.
21. **Termination Effect on Rent Owed.** In the event of any termination, cancellation, or revocation of the Lease prior to July 15<sup>th</sup>, the initial rent payment due at the execution of the lease is not refundable under any circumstances. Termination

prior to July 15<sup>th</sup> will relieve the Lessee of any future rent payment obligations **excluding** Additional Rent as defined in Section 1, Paragraph 7 and Section 5, Paragraphs 8 and 9.

22. **Prohibition on Further Occupancy.** In the event of any termination, cancellation, or revocation of the Lease, the LESSEE shall be prohibited from further occupancy or utilization of the facilities. All costs associated with clean up or damage to resources resulting in the termination or revocation of this authorization shall be borne by the LESSEE.
23. **Insurance.** At all times during the Lease Term and at the LESSEE's sole expense, it shall obtain and keep in force for the benefit of the LESSEE and LESSOR the insurance coverages set forth in Section IV (Insurance Requirements) of this Lease.
24. **Indemnity.** The LESSEE shall indemnify, defend, save and hold the United States of America, its employees, successors, agents and assigns, harmless from and against, and reimburse the United States of America for any and all claims, demands, damages, injuries, losses, penalties, fines, costs, liabilities, causes of action, judgments, and expenses, including without limitation expenses incurred in connection with or arising in any way out of this Lease, the use, occupancy or manner of use or occupancy of the Premises by the LESSEE or any other person or entity, the design, construction, maintenance, or condition of any improvements on the Premises, the condition of the Premises, and/or any accident or occurrence on the Premises from any cause whatsoever; provided, however, that the LESSEE shall not be liable to the extent that the damages, expenses, claims or suits result from the willful misconduct or negligence of the United States of America, or its employees, contractors, or agents; provided, further, that the United States of America shall be liable only to the extent such claims are covered by the Federal Tort Claims Act (28 USC §§ 2671 et seq.).
25. **Survival of Insurance and Indemnity.** The **Insurance and Indemnity** provisions contained herein shall survive the expiration or termination of this Lease.
26. **Notice.** Except as otherwise provided in this Lease, any notice, consent, or other communication required or permitted under this Lease shall be in writing and shall be delivered by hand, sent by courier, sent by prepaid registered or certified mail with return receipt requested and addressed as appropriate to the following addresses (or to such other or further addresses as the parties may designate by notice given in accordance with this section):
27. 

<b>If to the LESSOR:</b> Superintendent Gateway National Recreation Area 210 New York Avenue Staten Island, New York 10305  Unit Coordinator Sandy Hook Unit 26 Hudson Road Sandy Hook, NJ	<b>If to the LESSEE:</b> [Lessee Name] [Corporate Name] [Street Address] [City, State, Zip]
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- Electronic Notification to the LESSOR is permitted though such notification will not have been deemed received until LESSOR issues a written response.
28. **Endorsement.** The LESSOR is not for any purpose a partner or joint venture participant of the LESSEE in the development or operation of the Premises or in any business conducted on the Premises. The LESSEE shall not publicize, or otherwise circulate, promotional or other material of any nature that states or implies endorsement of the LESSEE or its services or products by the LESSOR or any other governmental agency.
29. **Invalidity.** Invalidity of any one or more of the provisions of this Lease shall not affect any other provision of this Lease, and this Lease shall be construed as if the invalid provisions had not been contained in this Lease.
30. **Expenditures by LESSOR.** Nothing contained in this Lease shall be construed as binding the LESSOR to expend, in any fiscal year, any sum in excess of the appropriation made by Congress for that fiscal year or administratively allocated for the subject matter of this Lease, or to involve the LESSOR in any contract or other obligation for the future expenditure of money in excess of such appropriations.
31. **Interpretation.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.
32. **Benefit.** No member of, or delegate to, Congress, or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise from this lease. This restriction shall not be construed to extend to this Contract if made with a corporation or company for its general benefit.
33. **Preference or Exclusivity.** The LESSEE is not entitled to any preference to renewal of this lease except to the extent otherwise expressly provided by law. This lease is not exclusive and is not a concession contract.
34. **False Information.** The LESSEE is prohibited from knowingly giving false information. To do so will be considered a breach of conditions and be grounds for revocation: [RE: 36 CFR 2.32(a) (3)].
35. **Rates.** The LESSEE shall provide commercial services under this lease to visitors at reasonable rates and under operating conditions satisfactory to the Superintendent. Rates to be charged by LESSEE for services under this lease shall be filed with Business Management Division of GATE prior to the season.

36. **Reporting.** The LESSEE is to provide the park area Superintendent upon request (and, in any event, immediately after expiration of this authorization) a statement of its gross receipts from its activities under this authorization and any other specific information related to the LESSEE's operations that the park area Superintendent may request, including but not limited to, visitor use statistics, and resource impact assessments. Additionally, the LESSEE shall provide monthly reports identifying the number of transactions per month and monthly gross revenue for the prior month as per the schedule and reporting form detailed in Exhibit B. Failure to submit the required reports in a timely fashion may result in suspension or termination of the lease or may result in ineligibility for future leases or legal authorizations.
37. **Accounting.** The LESSEE is to maintain an accounting system under which its accounts can be readily identified within its system of accounts classification. This accounting system must be capable of providing the information required by this authorization. The LESSEE grants the United States of America access to its books and records at any time for the purpose of determining compliance with the terms and conditions of this lease.
38. **Minimum Wage.** The LESSEE must comply with the requirements of Executive Order 13658 - Establishing a Minimum Wage for Contractors and its implementing regulations, as superseded or amended, including the applicable contract clause, codified at 29 C.F.R. pt. 10, all of which are incorporated by reference into this Lease as if fully set forth herein.
39. **Visitor Acknowledgment of Risks (VAR).** The LESSEE is not permitted to require clients to sign a waiver of liability statement or form, insurance disclaimer, and/or indemnification agreement waiving the client's right to hold the LESSEE responsible for accidents or injury occurring on NPS property. The LESSEE is permitted to request or require a client to sign a form or statement acknowledging risk and/or indicating that certain prerequisite skills may be needed to participate in the commercial activity. The LESSEE must provide the park with the current copy of all forms and/or statements used for this purpose and obtain written approval by the park. A sample Acknowledgment of Risk form may be obtained by contacting the Business Management Division office at 718-815-4433 or by going to the park webpage at <https://www.nps.gov/gate/index.htm>
40. **Intellectual Property of the National Park Service.** Except with the written authorization of the Director of the National Park Service, the LESSEE shall not assert any legal claim that the LESSEE or any related entity holds a trademark, tradename, service mark or other ownership interest in the words "National Park Service", the initials "NPS", or official name of any unit or part thereof, including but not limited to any facility, logo, distinctive natural, archaeological, cultural, or historic site, within the National Park System, or any colorable likeness thereof, or the likeness of a National Park Service official uniform, badge, logo, or insignia.
41. **Nondiscrimination.** The LESSEE must comply with Applicable Laws relating to nondiscrimination in providing visitor services to the public and with all equal employment opportunity provisions of Title VII of the Civil Rights Act, as amended.
42. **Additional Storage.** The LESSEE shall be responsible for, at its sole cost and expense, obtaining any additional storage required in connection with the services authorized herein. The LESSEE shall not store any equipment or supplies at the Premises or elsewhere in the park absent written authorization from the LESSOR. No item shall be placed upon any public space, including the ground adjacent to the Premises without prior, written approval of NPS, and at the sole discretion of NPS. The LESSEE will be required to remove all outdoor equipment (such as LESSEE supplied trash bins) anytime the lease operation is closed.
43. **Prohibition on Employment.** The LESSEE shall not employ a National Park Service employee, their spouse, or their minor children in any status without prior written approval of the Superintendent.

**EXHIBIT A: [Lessee Name]—Lot \_\_\_\_  
Premises Location & Description**

Area/s authorized for use, portions of Lot \_\_\_\_ in the Sandy Hook Unit of Gateway National Recreation Area, depicted below:

[ FINAL LOCATION MAP TO BE INSERTED ]

The Lessor, at its sole discretion, may assign additional locations authorized for use by the Lessee. Any additional locations assigned by the Lessor will be identified in an amended Exhibit A.



# EXHIBIT B: Revenue Reporting Form & Example of Additional Rent Due

\*Minimum hours of operation: Daily, Memorial Day Weekend through Labor Day.

Lessee is free to commence operations earlier in the season and extend same through October of any year during which this Lease is in effect, subject to written approval.

## Revenue Reporting Form

MONTH	NUMBER OF RETAIL TRANSACTIONS	GROSS REVENUE
April		
May		
June		
July		
August		
September		
October		
<b>TOTAL FOR YEAR 2022:</b>		

## Example of Calculation of Additional Rent Due

Rent (excluding payments utilities and storage) paid by the Lessee **must** be equal to or greater than 10% of annual gross revenue. At the conclusion of the operating season, the lessee shall pay to the NPS the difference between 10% of the annual gross revenues and the rent amount.

**\*\*\*\*\*The below example is for illustration purposes only\*\*\*\*\***

**Annual Rent Amount:        \$5,500.00**

**Scenario 1: Annual Gross Revenue = \$40,000**

- Additional Rent Due = **\$0.00**
- Explanation: \$40,000 gross revenues x 10% equals \$4,000 which is less than the rent paid by the Lessee.

**Scenario 2: Annual Gross Revenue = \$60,000**

- Additional Rent Due = **\$500.00**
- Explanation: \$60,000 gross revenue x 10% equals \$6,000 which is more than the rent paid by the Lessee. \$6,000 minus \$5,500 equals \$500.00 which is the additional rent due by October 31<sup>st</sup>.