

**BOROUGH OF RARITAN
PUBLIC NOTICE
REQUEST FOR PROPOSALS**

Pursuant to N.J.S.A. 40A:11-1 *et seq.*, the Borough of Raritan (the "Borough") will accept, on or before December 24, 2013 at 10:00 A.M. prevailing local time, at its Borough offices, 22 First Street, Raritan, New Jersey 08869, proposals to lease approximately six acres of floodway land and flood plain land within Block 116.02, Lot 11, East of Busky Lane and South of Orlando Drive, approximately 300 feet deep and 900 feet long (the "Premises"), a map of which is on file in the Borough Clerk's office, for use as a golf range and batting cages, subject to the following:

1. If awarded the lease, the lessee must obtain all required approvals from Borough Boards and Departments, as well as obtain all required federal and State approvals, including, but not limited to, any required by the New Jersey Department of Environmental Protection ("NJDEP"), at the sole expense of the lessee, and shall reimburse any expenses of the Borough associated with obtaining such approvals. The Borough advises those submitting proposals that it has been received informal advice that if the existing improvements are removed from the Premises that NJDEP may not permit re-installation of the same or similar improvements. The Borough disclaims knowledge of the accuracy of this advice.
2. The term of the lease shall begin on January 1, 2013 and run for two years. Proposals shall include the specific annual rent offered for each of the two years.
3. The lessee shall provide for insurance for the Borough as a specifically insured party for a minimum of \$5,000,000.00 of liability coverage, shall hold the Borough of Raritan harmless from any and all claims resulting from use of the Premises, and shall require the lessee to indemnify the Borough for any and all expenses incurred as a result of the use of the Premises.
4. Annual rent shall be paid in three equal payments on April 15, June 15 and October 15 of each lease year. If any rent payment is more than ten days late, the lessee shall pay a 10% late fee, which will constitute additional rent. The minimum annual rent acceptable to the Borough is \$16,000.00.
5. In addition to the annual rent, the lessee shall pay taxes based on the assessed value of the Premises and the improvements upon the Premises, subject to the same late-payment provisions.
6. The lessee shall be responsible for maintaining the Premises in a safe and aesthetically appropriate manner. It shall be within the sole discretion of the Borough as to whether maintenance of the Premises is appropriate. The Borough shall reserve the right to provide notice to the lessee if the Borough determines in its sole discretion that the Premises are not being maintained appropriately, and the lessee shall be granted 60 days to bring the Premises into acceptable condition. Thereafter, if, within the Borough's sole discretion, the Premises have not been adequately maintained, the Borough may terminate the lease.
7. The Borough may, in its sole discretion, terminate the lease at any time without cause by providing the lessee with 120 day's written notice of an intention to do so, and the lease will thereafter terminate.
8. Within ten days after an award, the person awarded the lease must pay the Borough 10% of the annual rent awarded, which amount shall be applied to the first year's rent, and shall not be refunded if the person fails to obtain the governmental approvals referenced in Paragraph 1.

Karin Kneafsey, QPA