

USE AND OCCUPANCY AGREEMENT

This Use and Occupancy Agreement ("Agreement") is made as of the 24th day of June, 2026 by and between the **CITY OF ATLANTIC CITY**, whose address is 1301 Bacharach Boulevard, Atlantic City, New Jersey 08401 (hereinafter referred to as "City") and **JPC GROUP, INC.**, (hereinafter referred to as "JPC") whose address is 228 Blackwood Barnsboro Rd., Blackwood, NJ 08012. JPC and the City may be referred to hereinafter singularly as "JPC" and "City" and collectively as the "Parties".

Recitals

A. JPC is undertaking a Project that includes the removal and replacement of around 800 LF of bulkhead in the area of Bader Field and requires an area for staging and mobilization; and

C. The City is the owner of property located at 601 N Albany Avenue, known as Bader Field, as shown on the Tax Map of the City as Block 794, Lot 1, (the "Property") and recognizes that JPC needs a place for staging and mobilization; and

D. JPC is desirous of using and occupying approximately 50,000 square feet, as represented in Exhibit A, of unused space located on Bader Field and adjacent to the Intercoastal Waterway/Inside Thorofare for the purpose of staging and mobilization; and

E. The Parties intend by this Agreement to set forth the terms and conditions under which JPC may use and occupy approximately 50,000 square feet of unused space on the Property for mobilization and staging in exchange for a fee of FIVE HUNDRED DOLLARS (\$500.00), for a period of one (1) week beginning on June 22, 2026; and

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and promises, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. JPC will be permitted to use and occupy approximately 50,000 square feet of unused space located at Bader Field and identified in Exhibit A subject to the terms and conditions of this Agreement. No other person or entity shall be permitted to use or occupy the space provided to JPC.
2. No legal title or leasehold interest in the Property shall be deemed or construed, created or vested in JPC by this Agreement. It is expressly understood and agreed that JPC is not a tenant, the City is not a landlord, and that JPC does not have any rights, whatsoever, as may exist under applicable Landlord – Tenant law or any other similar State or local laws or regulations.
3. JPC shall pay to the City, a total use and occupancy fee of FIVE HUNDRED DOLLARS, \$500.00, for a period of One (1) Week, which payment being due on the date of occupancy or within 15 days of execution of this Agreement, whichever is earlier.

4. JPC shall devise an aesthetic solution to obscure the view of its equipment and materials from neighborhood view.
5. JPC's right to use and occupy the Property in accordance with this Agreement shall begin upon execution of this Agreement and shall automatically terminate on June 27, 2026 midnight, eastern prevailing time, (the "Termination") unless both parties agree to extend the agreement for an additional period.
6. In case of the destruction or damage of any kind whatsoever to the Property or any portion thereof, other than due to the City's sole negligence, which results in JPC not being able to use its designated portion of the Property, JPC shall immediately, as practical, vacate the Property, unless consent has been requested and received in writing.
7. Either party shall have the right to terminate this Agreement at any time upon three (3) days written notice to the other party.
8. JPC shall hold harmless and indemnify the City for all cost, liabilities and claims arising out of or related to the existence, maintenance, or use of the said use and occupancy of the City's Property, or any use of the City's Property by JPC. JPC further agrees to indemnify, defend and hold the City, its members and employees harmless from and against any loss, claims, expense or liability, including attorney's fees, arising out of or related to the loss or damage to JPC's personal property or injury or harm to third persons resulting from of or related to JPC's use and occupancy hereunder. JPC shall further release the City from any and all responsibility or liability for any loss or damage to JPC's property or injury to third parties caused by and during JPC's use or occupancy of the Property.
9. JPC shall obtain insurance conforming to the following terms:

Before commencing work, and as a condition precedent for licensing, the Licensee shall purchase and maintain insurance, in conformance with the provisions contained in this Agreement. This insurance will provide a defense and indemnify the City of Atlantic City (City) against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death or to injury to or destruction of tangible property (other than the work itself) including the loss of use, which arises out of the Licensee's operations under this agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to the Licensee, any of its Licensees, officers, agents, subcontractors, employees, anyone directly or indirectly employed by any of them including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law and the City, unless, caused by the sole negligence of the City.

Proof of this insurance shall be provided to the City before the work commences as set forth below. In no event shall the failure to provide this proof, prior to the commencement of work, be deemed a waiver by the City of the Licensee's insurance obligations set forth herein.

In the event that the insurance company (ies) issuing the policy (ies) required by this section deny coverage to the City, the Licensee will defend and indemnify the City at the Licensee's expense.

Minimum of Liability:

The Licensee must obtain the required insurance with the carrier rated A-VII or better by A. M. Best. The Licensee and all subcontractor and vendors retained by the Licensee shall maintain at least the limits of all liability policies as set forth below:

Commercial General Liability Insurance

\$ 1,000,000.00 Each Occurrence (Bodily Injury and Property Damage)

\$ 2,000,000.00 General Aggregate

\$ 2,000,000.00 Products/Completed Operations Aggregate

\$ 1,000,000.00 Personal and Advertising Injury

Contractual liability that will respond to Indemnification section shall be included in the policy. The General Aggregate Limit shall apply separately to the work as defined in the License Agreement. As an alternative, the Licensee may provide Commercial general Liability Insurance with no aggregate.

Umbrella Liability Insurance

\$ 3,000,000 per Occurrence

\$ 3,000,000 Aggregate.

Policy to apply excess of General Liability, Automobile Liability, and Coverage B.

Contractor's Pollution Liability

Insurance covering losses caused by pollution conditions that arise from the operations of the Contractor. Contractors Pollution Liability insurance shall be written in an amount of at least \$3,000,000 per loss, with an annual aggregate of at least \$3,000,000. Contractors Pollution Liability shall cover bodily injury, property damage, cleanup costs, restoration costs and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. If the Contractors Pollution Liability insurance is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained, or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under the Contract is completed. The City shall be named by endorsement as an additional insured on the Contractors Pollution Liability insurance policy.

Comprehensive Automobile Liability Insurance

\$ 1,000,000.00 Combined Single Limit Bodily Injury and Property Damage. Coverage must include all owned, non-owned and hired vehicles used by the Licensee.

Protection and Indemnity Insurance (only required if boats, barges or other sea vessels are used)

\$ 2,000,000 Each Occurrence Limit (Limit may be reduced to \$1,000,000 if this policy is included in the Umbrella Liability Insurance). Pollution Liability in an

additional amount of \$ 1,000,000 must be included in the policy for the Each Occurrence Limit.

Workers' Compensation and Employers' Liability Insurance

\$ 1,000,000.00 Each Accident

\$ 1,000,000.00 Each Employee for Injury by Disease

\$ 1,000,000.00 Aggregate for Injury by Disease

If the Licensee is a Sole Proprietor, Partnership or LLC, Insurance Policy and Certificate must indicate that the proprietor/partners/members are "included". This requirement does not apply if inclusion is not allowed by law. If any employees of the Contractor are subject to the United States Longshoremen's and Harbor Workers Act or the Jones Act, such coverage will be included either by endorsement to the policy or by separate policy.

Additional Insured Status and Certificate of Insurance

The City, along with their respective elected or appointed officials, officers, agents and employees, shall be named as Additional Insureds for Operations and Products/Completed Operations on the Licensee's Commercial General Liability policy which must be primary and noncontributory with respect to the Additional Insureds, the Automobile Liability policy and the Umbrella policy.

It is expressly understood by the parties to this Agreement that it is the intent of the parties that any insurance obtained by the City is deemed excess, noncontributory and not co-primary in relation to the coverage (s) procured by the Licensee, any of its Licensee's, officers, agents, subcontractors, employees or anyone directly or indirectly employed by any of them or by anyone for whose acts any of the aforementioned may be liable by operations of statute, government regulation or applicable case law.

A Waiver of Subrogation clause shall be added to all policies required under this agreement in favor of the City, and this clause shall apply to the City's elected or appointed officials, officers, agents and employees. It should also apply to the Licensee's Worker's Compensation policy if allowed by state law. If the Licensee's policy or any subcontractor policy limits are greater than the minimum limits noted above, the minimum limits required are automatically adjusted to those greater limits.

Prior to commencement of work, Licensee shall submit a Certificate of Insurance in favor of the City and as an Additional Insured Endorsement (in a form acceptable to the City) as required hereunder.

No Limitation on Liability

In any and all claims against the Additional Insureds by any employee of the Licensee, anyone directly or indirectly employed by the Licensee or anyone for whose acts the Licensee may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damage, compensation or benefits payable by or for the Licensee under Workers' Compensation acts, disability benefit acts or other employee benefit acts.

Failure to Obtain/Maintain, Cancellation and Renewal

The Licensee shall maintain in effect all insurance coverages required under this Agreement at the Licensee's sole expense and with insurance companies acceptable to the City. In the event the Licensee fails to obtain or maintain any insurance coverage required under this Agreement, the City may, at its sole discretion, purchase such coverage as desired for the City's benefit and charge the expense to the Licensee, or, in the alternative, terminate this Agreement. In the event the coverage is cancelled or non-renewed, the Licensee will provide 21 days advance notice of the cancellation or non-renewal.

10. All notices shall be sent by certified mail, return receipt requested, to all Parties and are deemed received when sent. Notices shall be sent to the addresses of JPC and the City as set forth in this Agreement as well as by email.
11. This Agreement is binding on and shall inure to the benefit of the Parties, their successors, and assigns. Notwithstanding anything to the contrary herein, JPC acknowledges and agrees that JPC shall not have the right to assign this Agreement.
12. This Agreement contains the entire agreement of the Parties as it pertains to the use and occupancy of the Property and shall not be modified, altered or changed unless in writing and signed and delivered by all the parties hereto.
13. This Agreement has been entered into solely for the benefit of the Parties. The Parties, by entering into this Agreement, do not intend to benefit any other third party and do not intend to bestow upon any third party any rights or entitlement. The Parties do not intend to create a right in any third party to compel performance of, or to otherwise assert any rights hereunder.
14. This Agreement may be signed in counterparts, all of which when taken together shall constitute a single agreement.
15. This Agreement shall not be recorded by the City. The filing or recordation of this Agreement in violation of this provision shall be deemed a default of this Agreement.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the date set forth on the first page hereof.

Witness:

THE CITY OF ATLANTIC CITY

Paula Geletei
Paula Geletei,
City Clerk 6/24/2026

Marty Small, Sr.
By: Marty Small, Sr.
Title: Mayor

Witness:

JPC GROUP, INC

Jeff Migliaccio, Project Executive

Mike Greeley, Project Manager

By:

By:
Title:

Approved as to the form and execution.

Jack Berenato
Jack Berenato, Esq., Asst. City Solicitor

Date: 6/18/26