



PNAA Policies and Procedures

Governance, Use, and Maintenance of the Legacy Building

Policy#.....	9.10
Reviewed... ..	new
Revised.....	new
Reviewed and Approved....	08/2022
Substitute for.....	
Original Date... ..	05/2022

PURPOSE

The purpose of this policy is to address the governance, use, and maintenance of the Legacy Building. It serves to standardize the roles and define boundaries of the Legacy Building Committee (LBC). The Legacy Building is located at 1346 How Lane, Suites 109, 110, North Brunswick, New Jersey 08901 and is owned by the Philippine Nurses Association of America Foundation. Exclusion to this policy are the financial aspects of the agreement between PNAAF and PNAA.

POLICY

1. The Legacy Building Committee (LBC) shall be responsible for the governance, use, and maintenance of the Legacy Building.
2. The committee shall be responsible for the transition of responsibilities to the incoming administration.
3. The committee shall review this policy every two years and propose appropriate changes.
4. There will be a separate Memorandum of Understanding between PNAA and PNANJ.
5. The committee seeks to
 - a. maintain financial stability
 - b. utilize the building space to benefit our members
 - c. advance the goals of PNAA historical initiatives with the Archive Committee
 - d. maintain strong working relations with PNAAF and PNANJ
 - e. anticipate and avoid risk
 - f. develop long term goals
6. The LBC chairperson will be appointed by the PNAA President.
7. The committee members will number not less than five (5) and will be appointed by the LBC chairperson.
8. The composition of members will include one Advisory Committee member and the PNAA President-Elect.
9. The committee may also include non-PNAA persons with appropriate legal knowledge.

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Committee Composition

1. The chairperson of the committee will be appointed by the President-Elect of PNAA not less than three (3) months prior to assuming the role of President of PNAA.
2. The LBC chairperson will assemble not less than three (3) members to serve on the committee.
3. The LBC chairperson shall identify an Advisory Committee member who will serve on the committee along with the incoming President-Elect who will also serve on the committee.
4. The PNAA Executive Director shall be on the committee.
5. The PNAAF Executive Director shall be on the committee.
6. The president of PNANJ shall be on the committee.
7. Representatives from each region shall serve on the committee.
8. The committee may choose to engage a non-PNAA member for legal advice as needed.

PROCEDURE

The LBC shall carry out the following responsibilities:

1. Orientation for Incoming Administration

a. Approved persons with access

The following approved persons will have the key and the electronic security code to the facility:

- i. PNAA President or designee
- ii. PNAAF President or designee
- iii. PNANJ President or designee
- iv. PNANJ designee residing within 30-minute commute of facility, to be determined at the start of the PNANJ two-year administration. Will be responsible in addressing the Fire and Burglar Alarm and needs to be designated with the security company as the first person to be notified.

b. Key access and security codes

- i. The key access and security code designees will remain constant during an administrative term.
- ii. In the event of an emergent need to replace a designee, the approval will be at the discretion of the PNAA President, the PNAAF President, and the PNANJ President. There must be 100% consensus among the three officers.
- iii. Key access and security code holders must attend a building orientation within two months of the start of the new administrative two-year term. The prior designees will perform duties until orientation and transition occurs.
- iv. The PNAA Executive Director shall remove and add designees with the security company during administrative changes and as needed.

2. Periodic Inventory of Equipment

- a. A checklist shall be completed and signed after each use of the facility by the designated access person of that event.

3. Emergency Response

A member of the Philippine Nurses Association of New Jersey (PNANJ) shall serve as the emergency responder and will notify the PNAA president, PNAAF president, and PNAAF Executive Director of any emergent situation. This person will receive free PNAA membership during their service. This person shall be a member of PNANJ and will live within a thirty (30) minute drive of the Legacy Building.

4. Scheduling

As the occupant of the rentable spaces, PNAA will be the sole scheduling agent for the Legacy Building.

5. Event Rental

- a. The PNAAF-designated space and the Archive Gallery are not available for rental. All other spaces for use of any reason will be scheduled through PNAA.
- b. The scheduling process will be by electronic form submitted to the LBC chair at least two weeks prior to the request date. Notification of approval for request will be by email.
- c. The application initially will go to the LBC chairperson to assure that it meets criteria and will be approved if the schedule allows and provided an approved member with access will be available.
- d. PNAA will reply in 48-72 hours either with a decision or a request for further information. Scheduling will be through the LBC Chairperson until the PNAA website is formatted to provide online scheduling.
- e. The PNAA Executive Director, Treasurer, and Secretary will be notified of the rental approval.
- f. Collection of funds for the rental must be received prior to the event by the PNAA Treasurer.
- g. Approval of rental: Application will be submitted to and approved by the PNAA Legacy Building Committee chairperson. See Attachment 1.

6. Long-Term Rental

- a. Application initially will go to LBC chairperson to assure that it meets criteria and will then be sent on to the PNAA President for approval.
- b. Submitted applications will be vetted by the PNAA Legacy Building Committee with final approval by the PNAA President/designee.
- c. The Executive Director and Secretary will be notified of rental approval. If approved, it will be for a one-year term, with annual renewals upon approval by the Legacy Building Committee. See Attachment 2.

7. PNAA Mail and Package Deliveries

The PNAA President will identify a designee of PNAA to gather mail twice a month at minimum. This person will have the access key and security code and will remain consistent during a two-year administration. If the designee is unable to perform this duty either sporadically or for a prolonged period, then the PNAA President will designate an alternate. The designee will receive free PNAA membership during the period that they perform this service and will be approved each administration by the PNAA President.

8. Periodic Cleaning

Cleaning after use will be performed by the party utilizing the space if it is a member event. If it is a non-member group, then a cleaning service will be utilized. In addition, periodic cleaning will be contracted to occur at least quarterly or as needed.

9. Maintenance

If a structural or facility system malfunction is noted, the PNAA President will notify the PNAAF Executive Director as soon as possible. If there is a risk of physical harm the PNAA President will halt scheduling until repairs have been completed. If repair time is protracted, the PNAA Secretary will forward mail delivery to an alternate address. For details, reference the Lease Agreement and the How Lane Condo documents.

REFERENCES

None

ATTACHMENTS

Attachment 1 Event Rental

Attachment 2 Long-Term Lease Agreement

Attachment 3 Document History

Attachment 1: Event Rental



Event Rental of Legacy Building

1346 How Lane, Suite 109, 110

New Brunswick, NJ 08901

APPLICATION FORM

Name of Organization or Individual: _____

Date of Event/Function: _____

Time (begin and end times): _____

Purpose: _____

Number of Occupants: _____

Name: _____

Signature: _____ **Date:** _____

RENTAL FEES

Events Use of the Seminar and Board/Conference Room, including kitchen access.

- \$750 for 4 hours
- Security deposit of \$250 to cover damage, loss of items, equipment
- A member of the Legacy Headquarters Committee of the PNAA or the PNAAF will be present to allow access and to lock up the building and the rooms.
- Clean the room, bathroom, kitchen/appliances, and other rooms used. Do not leave any perishable items in the refrigerator, sink, and counter. Dispose the garbage.
- Do not leave items behind.
- Clean and arrange the furniture as you found it.
- Bring your own supplies.
- No items can be attached, taped, or secured to the walls

WAIVER & LIABILITY RELEASE

This Release and Waiver of Liability (the “release”) executed on _____(date) by _____(organization/individual) releases the Philippine Nurses Association of America, a nonprofit corporation organized and existing under the laws of the State of New Jersey and each of its directors, officers, and volunteers. in law or in equity, which arise or may hereafter arise from the use of the Legacy Headquarters.

I understand and acknowledge that this Release discharges the Philippine Nurses Association of America from any liability or claim I may have against Nonprofit with respect to bodily injury, personal injury, illness, death, or property damage that may result from using the facility.

By signing below, I express my understanding and intent to enter this Release and Waiver of Liability willingly and voluntarily.

Name: _____ Date: _____

Signature _____

WAIVER: COVID-19 PANDEMIC

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT In consideration for receiving permission to BE ON PREMISES at the PNAA/PNAAF Legacy Headquarters (hereinafter the “Activity or Activities”), I, on behalf of myself and the organization for whom I have the capacity to contract, hereby acknowledge and agree to the following: I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19.

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- I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
- Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
- I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and the organization/group whom I have the capacity contract) the Philippine Nurses Association of America Foundation, officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
- I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
- It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of New Jersey.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. IN WITNESS WHEREOF, I have signed this Waiver and Agreement on this _____ day of _____, 20_____.

SIGNATURE: _____

NAME: _____

Attachment 2: Long-Term Lease Agreement



Philippine Nurses Association of America, Inc.

1346 How Lane, Suites 109, 110

North Brunswick, NJ 08902

www.mypnaa.org

NEW JERSEY LEASE AGREEMENT

I. THE PARTIES:

This New Jersey Lease Agreement ("Agreement") made on _____, 20____, by and between:

Lessor:

The Philippine Nurses Association of America, with a mailing address of 1346 How Lane, Suite 109, 110, North Brunswick, NJ 08901 and

Lessee:

_____ [name of lessee], with a mailing address of _____ ("Lessee"), and collectively shall be known as the "Parties", agree as follows:

II. DESCRIPTION OF LEASED PREMISES.

The Lessor agrees to lease to the Lessee the following described space:

Street Address: 1346 How Lane, Suite 109, 110, North Brunswick,

NJ Square Feet: 117 SF

Type of Space: Office

Other Description: _____

Hereinafter known as the "Premises."

III. USE OF LEASED PREMISES

The Lessee agrees to use the Premises for: (check one)

- All purposes legal under law.

- Only the following purposes: business/administrative only.

Any change in the above-mentioned purposes of the Premises shall only be permitted upon the Lessor's prior written consent.

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IV. TERM OF LEASE

The term of this Agreement shall be for a period of ___*__ year(s)_____ month(s) commencing on _____, 20____, and expiring at midnight on _____, 20____("Initial Term")

*minimum of twelve months

V. SECURITY DEPOSIT

As part of this Agreement: (check one)

- There shall be no deposit required for the successful performance of this Agreement ("Security Deposit").

- The first and last month's rent will be required up front. In addition, a security deposit equal to one month's rent will be required and payable in advance of the Term or at the signing of this Agreement ("Security Deposit"). The total due prior to the lessee having access to the space is \$_____. The

Security Deposit shall be held in escrow by the Lessor in a separate bank account as security for the successful performance of the terms and conditions of this Agreement. The Security Deposit may not be used to pay the last month's Rent unless written permission is granted by the Lessor.

VI. RENT

The net payment shall be _____ dollars (\$____) payable monthly with the first payment due upon the commencement of this Agreement and each monthly installment payable thereafter on the ____ day of each month after the Initial Term ("Base Rent").

VII. LATE FEE

If Rent has been not paid within 15 days after the due date, the Lessee shall accrue a payment penalty:

Late fee equivalent to 50% of monthly rental.

In this regard, all delinquent rental payments made shall be first applied to the Late Fee and all remaining amounts toward the outstanding rental payments.

VIII. EXPENSES

Tenant's Initials _____ Landlord's Initials _____

It is the intention of the Parties that this Agreement is considered a "Gross Lease," and as such, the Rent is the entirety of the payments to the Lessor. Therefore, the Lessee is not obligated to pay any additional expenses, which include utilities, real estate taxes, insurance (other than on the Lessee's personal property), charges, or expenses of any nature whatsoever in connection with the ownership and operation of the Premises. The Lessor shall be obligated to maintain the general exterior structure of the Premises, in addition, shall maintain all major systems such as the heating, plumbing, and electrical. The parking area shall be maintained by the Lessor, including the removal of any snow or environmental hazards as well as the grounds and lands surrounding the Premises. The Lessor shall maintain at their expense casualty insurance for the Premises against loss by fire which may or may not include any extended coverage. The Lessee will provide and maintain personal liability and property damage insurance as a lessee, at least to the limits of One Million Dollars (\$1,000,000.00), that will designate the Lessor as an "also named insured" and shall provide the Lessor with a copy of such insurance certification or policy prior to the effective date of this Agreement.

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IX. OPTION TO RENEW

(check one)

- Lessee may not renew this Agreement (“Renewal Periods”).

- Lessee may request to renew this Agreement with a total of ____ renewal period(s) with each term being ____ year(s) ____ month(s) which may be exercised by giving written notice to Lessor no less than 60 days prior to the expiration of this Agreement or renewal period thereafter (“Renewal Periods”).

If the lessor agrees to renew this agreement, Rent for the renewal period shall be \$_____.

- Increase by _____ dollars (\$_____)

The Initial Term and the Renewal Periods shall be collectively referred to as the “Term.”

X. LEASEHOLD IMPROVEMENTS

The Lessee agrees that no leasehold improvements, alterations, or changes of any nature (except for those listed on any attached addenda) shall be made to the leasehold premises or the exterior of the building without first obtaining the consent of the Lessor in writing, which consent shall not be unreasonably withheld, and thereafter, any and all leasehold improvements made to the Premises which become affixed or attached to the leasehold Premises shall remain the property of the Lessor at the expiration or termination of this Agreement. Furthermore, any leasehold improvements shall be made only in accordance with applicable federal, state, or local codes, ordinances, or regulations, having due regard for the type of construction of the building housing the subject leasehold Premises. If the Lessee makes any improvements to the Premises the Lessee shall be responsible payment, except the following:

_____.

Nothing in this Agreement shall be construed to authorize the Lessee or any other person acting for the Lessee to encumber the rents of the Premises or the interest of the Lessee in the Premises or any person under and through whom the Lessee has acquired its interest in the Premises with a mechanic’s lien or any other type of encumbrance. Under no circumstance shall the Lessee be construed to be the agent, employee, or representative of Lessor. In the event a lien is placed against the Premises, through actions of the Lessee, Lessee will promptly pay the same or bond against the same and take steps immediately to have such lien removed. If the Lessee fails to have the lien removed, the Lessor shall take steps to remove the lien, and the Lessee shall pay Lessor for all expenses related to the lien and removal thereof and shall be in default of this Agreement.

XI. DEFAULT AND POSSESSION

In the event that the Lessee shall fail to pay said Rent, and expenses as set forth herein, or any part thereof, when the same is due and payable, or shall otherwise be in default of any other terms of said Agreement for a period of more than 15 days, after receiving notice of said default, then the parties hereto expressly agree and covenant that the Lessor may declare this Agreement terminated and may immediately re-enter said Premises and take possession of the same together with any of Lessee’s personal property, equipment or fixtures left on the Premises which items may be held by the Lessor as security for the Lessee’s eventual payment and/or satisfaction of rental defaults or other defaults of

Lessee under this Agreement. It is further agreed that if the Lessee is in default, that the Lessor shall be entitled to take any and all action to protect its interest in the personal property and equipment, to prevent

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unauthorized removal of said property or equipment which threatened action would be deemed to constitute irreparable harm and injury to the Lessor in violation of its security interest in said items of personal property. Furthermore, in the event of default, the Lessor may expressly undertake all reasonable preparations and efforts to release the Premises including, but not limited to, the removal of all inventory, equipment or leasehold improvements of the Lessee's, at the Lessee's expense, without the need to first procure an order of any court to do so, although obligated in the interim to undertake reasonable steps and procedures to safeguard the value of Lessee's property, including the storage of the same, under reasonable terms and conditions at Lessee's expense, and, in addition, it is understood that the Lessor may sue the Lessee for any damages or past Rents due and owing and may undertake all and additional legal remedies then available.

In the event any legal action must be instituted to enforce any terms or provisions under this Agreement, then the prevailing party in said action shall be entitled to recover a reasonable attorney's fee in addition to all costs of said action.

XII. LICENSES AND PERMITS

A copy of all local, state, or federal permits acquired by the Lessee which are required for the use of the Premises shall always be kept on-site and shall be readily accessible and produced to the Lessor and/or their agents or any local, state, or federal officials upon demand.

XIII. OBLIGATIONS OF LESSEE

The Lessee shall properly maintain the Premises in a good, safe, and clean condition. The Lessee shall properly and promptly remove all rubbish and hazardous wastes and see that the same are properly disposed of according to all local, state, or federal laws, rules, regulations, or ordinances.

In the event the structure of the Premises is damaged as a result of any neglect or negligence of Lessee, their employees, agents, business invitees, or any independent contractors serving the Lessee or in any way as a result of Lessee's use and occupancy of the Premises, then the Lessee shall be primarily responsible for seeing that the proper claims are placed with the Lessee's insurance company, or the damaging party's insurance company, and shall furthermore be responsible for seeing that the building is safeguarded with respect to said damage and that all proper notices with respect to said damage, are made in a timely fashion, including notice to the Lessor, and the party or parties causing said damage. Any damage that is not covered by an insurance company will be the liability of the Lessee.

The Lessee shall, during the Term of this Agreement, and in the renewal thereof, at its sole expense, keep the interior of the Premises in as good a condition and repair as it is at the date of this Agreement, reasonable wear and use excepted. This obligation would include the obligation to replace any plate glass damaged as a result of the neglect or acts of Lessee or her guests or invitees. Furthermore, the Lessee shall not knowingly commit nor permit to be committed any act or thing contrary to the rules and regulations prescribed from time to time by any federal, state, or local authorities and shall expressly not be allowed to keep or maintain any hazardous waste materials or contaminants on the Premises. Lessee shall also be responsible for the cost, if any, which would be incurred to bring her contemplated operation and business activity into compliance with any law or regulation of a federal, state, or local authority.

XIV. INSURANCE

In the event the Lessee shall fail to obtain the insurance required hereunder and fails to maintain the same in force continuously during the Term, Lessor may, but shall not be required to, obtain the same and charge the Lessee for same as additional Rent. Furthermore, Lessee agrees not to keep upon the Premises any articles or goods which may be prohibited by the standard form of fire insurance policy, and in the event, the insurance rates applicable to fire and extended coverage covering the Premises shall be increased by reason of any use of the Premises made

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by Lessee, then Lessee shall pay to Lessor, upon demand, such increase in insurance premium as shall be caused by said use or Lessee's proportionate share of any such increase.

XV. SUBLET/ASSIGNMENT

The Lessee may not transfer or assign this Agreement or any right or interest hereunder or sublet said leased Premises or any part thereof without first obtaining the prior written consent and approval of the Lessor.

XVI. DAMAGE TO LEASED PREMISES

In the event the building housing the Premises shall be destroyed or damaged as a result of any fire or other casualty which is not the result of the intentional acts or neglect of Lessee and which precludes or adversely affects the Lessee's occupancy of the Premises, then in every such cause, the Rent herein set forth shall be abated or adjusted according to the extent to which the leased Premises have been rendered unfit for use and occupation by the Lessee and until the demised Premises have been put in a condition at the expense of the Lessor, at least to the extent of the value and as nearly as possible to the condition of the Premises existing immediately prior to such damage. It is understood, however, in the event of total or substantial destruction to the Premises that in no event shall the Lessor's obligation to restore, replace or rebuild exceed an amount equal to the sum of the insurance proceeds available for reconstruction with respect to said damage.

XVII. INDEMNIFICATION

The Lessee hereby covenants and agrees to indemnify, defend, and hold the Lessor harmless from any and all claims or liabilities which may arise from any cause whatsoever as a result of Lessee's use and occupancy of the Premises, and further shall indemnify the Lessor for any losses which the Lessor may suffer in connection with the Lessee's use and occupancy or care, custody, and control of the Premises. The Lessee also hereby covenants and agrees to indemnify and hold harmless the Lessor from any and all claims or liabilities which may arise from any latent defects in the subject Premises that the Lessor is not aware of at the signing of the lease or at any time during the Term.

XVIII. BANKRUPTCY - INSOLVENCY

The Lessee agrees that in the event all or a substantial portion of the Lessee's assets are placed in the hands of a receiver or a Trustee, and such status continues for a period of 30 days, or should the Lessee make an assignment for the benefit of creditors or be adjudicated bankrupt; or should the Lessee institute any proceedings under the bankruptcy act or any amendment thereto, then such Agreement or interest in and to the leased Premises shall not become an asset in any such proceedings and, in such event, and in addition to any and all other remedies of the Lessor hereunder or by law provided, it shall be lawful for the Lessor to declare the Term hereof ended and to re-enter the leased land and take possession thereof and all improvements thereon and to remove all persons therefrom, and the Lessee shall have no further claim thereon.

XIX. SUBORDINATION AND ATTORNMENT

Upon request of the Lessor, Lessee will subordinate its rights hereunder to the lien of any mortgage now or hereafter in force against the property or any portion thereof, and to all advances made or hereafter to be made upon the security thereof, and to any ground or underlying lease of the property provided, however, that in such case the holder of such mortgage or the Lessor under such Agreement shall agree that this Agreement shall not be divested or in any way affected by foreclosure, or other default proceedings under the said mortgage, obligation secured thereby, or agreement, so long as the Lessee shall not be in default under the terms of this Agreement. Lessee agrees that this Agreement shall remain in full force and effect notwithstanding any such default proceedings under said mortgage or obligation secured thereby.

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Lessee shall, in the event of the sale or assignment of Lessor's interest in the building of which the Premises form a part, or in the event of any proceedings brought for the foreclosure of, or in the event of exercise of the power of sale under any mortgage made by Lessor covering the Premises, attorn to the purchaser and recognize such purchaser as Lessor under this Agreement.

XX. MISCELLANEOUS TERMS

a.) Usage by Lessee

Lessee shall comply with all rules, regulations, and laws of any governmental authority with respect to use and occupancy. Lessee shall not conduct or permit to be conducted upon the Premises any business or permit any act which is contrary to or in violation of any law, rules or regulations and requirements that may be imposed by any authority or any insurance company with which the Premises is insured, nor will the Lessee allow the Premises to be used in any way which will invalidate or be in conflict with any insurance policies applicable to the building. In no event shall explosives or extra hazardous materials be taken onto or retained on the Premises. Furthermore, Lessee shall not install or use any equipment that will cause undue interference with the peaceable and quiet enjoyment of the Premises by other tenants of the building.

The Lessee, as the signer of the Lease, will be the sole occupant of the leased space. The addition of persons with the same access as the Lessee must be approved by the Lessor prior to the Lessee giving this permission to another person.

b.) Signs

Lessee shall not place on any exterior door, wall, or window of the Premises any sign or advertising matter without Lessor's prior written consent and the approval of the local municipality. Thereafter, Lessee agrees to maintain such sign or advertising matter as first approved by Lessor in good condition and repair. Furthermore, Lessee shall conform to any uniform, reasonable sign plan or policy that the Lessor may introduce with respect to the building. Upon vacating the Premises, Lessee agrees to remove all signs and to repair all damages caused or resulting from such removal.

c.) Pets

Unless otherwise stated in this Agreement, the only pets that shall be allowed on the Premises are those needed legally due to a disability or handicap.

d.) Condition of Premises/Inspection by Lessee

The Lessee has had the opportunity to inspect the Premises and acknowledges with its signature on this Agreement that the Premises are in good condition and comply in all respects with the requirements of this Agreement. Furthermore, the Lessor makes no representation or warranty with respect to the

condition of the Premises or its fitness or availability for any particular use, and the Lessor shall not be liable for any latent or patent defect therein. Furthermore, the Lessee represents that Lessee has inspected the Premises and is leasing and will take possession of the Premises with all current fixtures present in their "as is" condition as of the date hereof.

e.) Right of Entry

It is agreed and understood that the Lessor and its agents shall have the complete and unencumbered right of entry to the Premises at any time or times for purposes of inspecting or showing the Premises and for the purpose of making any necessary repairs to the building or equipment as may be required of the Lessor under the terms of this Agreement or as may be deemed necessary with respect to the inspection, maintenance or repair of the building.

XXI. ESTOPPEL CERTIFICATE

Lessee at any time and from time to time, upon at least ten (10) days prior notice by Lessor, shall execute, acknowledge and deliver to Lessor, and/or to any other person, firm, or corporation

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specified by Lessor, a statement certifying that this Agreement is unmodified and in full force and effect, or if this Agreement has been modified, then that the same is in full force and effect except as modified and stating the modifications, stating the dates to which the Rent have been paid, and stating whether or not there exists any default by Lessor under this Agreement and, if so, specifying each such default.

XXII. HOLDOVER

Should Lessee remain in possession of the Premises after the cancellation, expiration, or sooner termination of this Agreement, or any renewal thereof, without the execution of a new agreement or addendum, such holding over in the absence of a written agreement to the contrary shall be deemed, if Lessor so elects, to have created and be construed to be a tenancy from month to month, terminable upon thirty (30) days' notice by either party.

XXIII. WAIVER

Waiver by Lessor of a default under this Agreement shall not constitute a waiver of a subsequent default of any nature.

XXIV. GOVERNING LAW

This Agreement shall be governed by the laws of the State of New Jersey.

XXV. NOTICES

Payments and notices shall be addressed to the following:

Lessor: _____

Lessee: _____

XXVI. AMENDMENT

No amendment of this Agreement shall be effective unless reduced to writing and subscribed by the parties with all the formality of the original.

XXVII. BINDING EFFECT

This Agreement and any amendments thereto shall be binding upon the Lessor and the Lessees and/or their respective successors, heirs, assigns, executors, and administrators.

XXVIII. ADDITIONAL TERMS & CONDITIONS

IN WITNESS WHEREOF, the Parties have indicated their acceptance of the terms and conditions of this Agreement by their signatures below on the dates indicated.

LESSEE'S SIGNATURE: _____

DATE: _____

PRINT NAME: _____

LESSOR'S SIGNATURE: _____

DATE: _____

PRINT NAME: _____

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LESSOR'S ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____
_____ County, ss.

On this _____ day of _____, 20____, before me appeared _____,
as **LESSOR** of this Commercial Lease Agreement who proved to me through government issued photo
identification to be the above-named person, in my presence executed foregoing instrument and
acknowledged that they executed the same as their free act and deed.

Notary Public
My commission expires: _____

LESSEE'S ACKNOWLEDGMENT OF NOTARY PUBLIC

STATE OF _____
_____ County, ss.

On this _____ day of _____, 20____, before me appeared _____,
as **LESSEE** of this Commercial Lease Agreement who proved to me through government issued photo
identification to be the above-named person, in my presence executed foregoing instrument and
acknowledged that they executed the same as their free act and deed.

Notary Public
My commission expires: _____

Attachment 3



Document History

- Original Author: Rose Ferguson
- President: Mary Joy Garcia-Dia
- PNAA Legacy Building Committee, Chairperson and Members, 2020-2022
 - Chairperson
 - Rose Ferguson, PNAA Legacy Building Committee Chairperson
 - Members
 - Gloria Beriones, PNAA President-Elect
 - Letty Hermosa, JD, PNAA Advisory Committee
 - Ampy dela Paz, PNAA Advisory Committee
 - Carmina Bautista, PNAA Executive Director
 - Ernie Rosas, Past PNAAF President
 - Marley Nicolas, PNANJ Executive Director
 - Nini Jurado, PNAA Community Outreach, co-chair
 - Amor Castro, PNAAF Executive director
 - Rose Estrada, PNAAF Recording Secretary
 - Nancy Hoff, PNAAF President
 - Tess Medina, PNANJ President Elect
- President: Mary Joy Garcia-Dia, DNP, RN, FAAN