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**USE AGREEMENT**  
**BETWEEN**  
**COUNTY OF GLOUCESTER**  
**AND**

Township of Washington (Challenger Softball League)

**THIS AGREEMENT** is entered into this 20<sup>th</sup> day of February, 2018, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and Township of Washington, a **youth softball** organization, whose address is 523 Egg Harbor Road, PO Box 1106, Turnersville NJ 08012, hereinafter referred to as "**Organization**".

**WHEREAS**, County is the owner of James G. Atkinson Memorial Park, located 138 Bethel Mill Road, Sewell, NJ (hereinafter the "**Park**"); and

**WHEREAS**, Organization requests the use of the baseball/softball fields at the Park for the purpose of softball games; and

**WHEREAS**, County desires to accommodate the Organization, and make softball/baseball fields available to the Organization consistent with the terms of this Agreement and the County's Rules and Regulations Governing its Parks; and with absolutely no obligation upon the County to provide supervision, control or maintenance, as further described in this Agreement.

**AGREEMENT**

**NOW, THEREFORE**, and in consideration of the performance of the mutual promises made by and between County and Organization as described in this Agreement, the parties, for themselves, and their successors and assigns, hereby agree as follows:

1. **PREMISES**. County hereby agrees to allow Organization the limited exclusive use of softball/soccer fields in the James G. Atkinson Memorial Park (hereinafter the "**Premises**"). County gives Organization a revocable license to use only; and specifically does not convey any other right, title, interest or privilege of any kind.
2. **USE OF THE PREMISES**. The Premises shall be used only for softball games and for no other purposes. The Organization shall be obligated to tender the sum of \$ 0 with the application to the County.

No permanent buildings or structures of any type may be erected on the Premises, or anywhere in the Park; no fires shall be kindled on the Premises, or anywhere in the Park. No excavation shall be made on or in, nor earth removed from, or fill added to, the

Premises, or anywhere in the Park. Organization shall not permit the accumulation of any garbage or debris produced by its activities to remain on the Premises, or anywhere in the Park. Further, Organization shall ensure prior to leaving the Premises that the grounds are litter free.

Organization shall be responsible for any damage to the fields, fencing or facilities of the Park. Violation of these responsibilities may subject the Organization to reimburse County for damages and/or affect Organizations future use of the Park.

The County's Rules and Regulations Governing its Parks are incorporated herein by reference. Organization agrees that it has reviewed the said rules and regulations, and understands that it shall at all times abide by same in its use of the Premises, and Park.

3. **DATE; DURATION.** The Organization shall have limited exclusive use of **softball/baseball fields** on varying dates and times during the period April through November, 2018. It is understood that the Organization shall provide County with a schedule of its games for pre-approval by County Park staff to confirm field availability. County will make reasonable efforts to accommodate any scheduling changes, but makes no assurances regarding field availability, unless pre-approval is obtained through Park staff.
4. **NO OBLIGATION BY COUNTY.** The Organization shall be solely responsible for the conduct of its activities on the Premises. The County does not intend to provide any security, supervision, scheduling, set up, control or maintenance of the Premises, or to in any other way participate in the activities of the Organization. The County does not provide, or designate, any specific parking at the Premises, or anywhere in the Park, for Organization's activities; and all employees, members, participants, guests, invitees and others enter into the Park, and remain there at their own risk.
5. **INDEMNIFICATION.** The Organization shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees, members, participants, guests, and invitees of the Organization, or to any other persons, or from any damage to any property sustained in connection with this Agreement which results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants, independent contractors, guests and invitees, or from the Organization's failure to provide for the safety and protection of its employees, members, participants, guests and invitees, or from Organization's performance or failure to perform pursuant to the terms and provisions of this Agreement. The Organization's liability under this Agreement shall continue after the termination of this Agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

6. **INSURANCE.** Organization shall maintain the following insurance coverage, as specified below, with a company or companies licensed or otherwise authorized to do business in the State of New Jersey:

General Liability (including, but not limited to, personal injury, premises, completed operations and contractual liability) with a minimum limit combined single limit of \$500,000 per occurrence / \$500,000 annual aggregate for "not-for-profit" organizations and \$1,000,000 per occurrence / \$1,000,000 annual aggregate for "for profit" organizations. Participants are not to be excluded. If Participants are excluded, the Organization must supply evidence of sports accident coverage with a minimum limit of \$100,000 per accident.

The County of Gloucester, including all elected and appointed officials, employees and volunteers, boards, commissions an/or authorities and their board members, employees, and volunteers shall be an additional insured with respect to the general liability policy.

The general liability coverage shall be primary to the additional insured and shall not be contributing with any other insurance or similar protection available to the additional insured, whether other available insurance be primary, contributing or excess.

If the Organization has employees, the following insurance must also be maintained:

- Workers' Compensation including employer's liability coverage in accordance with the applicable regulations and statutes of the State of New Jersey.
- Automobile Liability for all owned, hired and non-owned vehicles with a minimum combined single limit of \$500,000 per occurrence for "not for profit" and \$1,000,000 per occurrence for "for profit" organizations.

The County's Purchasing Agent shall be given thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change regarding any of the insurance policies evidenced.

The Organization shall not be permitted to utilize the Premises until the County is satisfied that Certificate(s) of Insurance evidencing such insurance coverages are in place.

7. **LICENSE; TERMINATION.** The parties acknowledge that this Agreement constitutes a revocable license to use only, which license may be revoked by the County in its sole discretion, and at any time convenient to the County.

County shall provide notice of such termination to Organization at the address set forth above. Upon termination, Organization shall remove all objects at its expense, which it may have placed on the Premises, or anywhere else in the Park, and leave the same in the same condition as it found it at the commencement of this Agreement.

The County may immediately, and without notice, terminate the Agreement, and the license granted herein, if the Organization, or any of its employees, members, participants, guests or invitees, violate any of the terms of this Agreement, or violate any of the County's Rules and Regulations Governing its Parks.

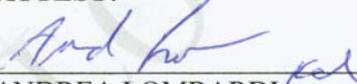
This license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the Premises, and the Park.

8. **NO AGENCY RELATIONSHIP.** The parties acknowledge that Organization is an independent organization, and has no agency relationship, or other formal relationship with the County beyond the relationship created by the terms of this Agreement.

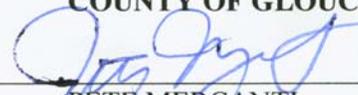
9. **APPLICABLE LAW.** The application and/or interpretation of this Agreement, and the rights and obligations of the parties to the Agreement, shall be governed by the laws of the State of New Jersey.

10. **NO ASSIGNMENT OR SUBCONTRACT.** This Agreement may not be assigned by the Organization, except as otherwise agreed in writing by both parties. Any attempted assignment without such written consent shall be void with respect to the County, and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment.

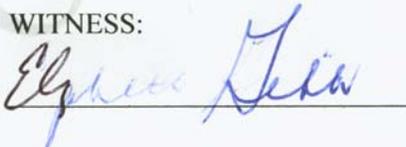
ATTEST:

  
ANDREA LOMBARDI,  
PRINCIPAL CLERK

COUNTY OF GLOUCESTER

  
PETE MERCANTI,  
PURCHASING AGENT

WITNESS:



BY:   
Flo Williams

Township of Washington (Challenger Softball League)