

**USE AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
NEW JERSEY EDUCATION ASSOCIATION**

THIS AGREEMENT is entered into this 7 day of June, 2016, 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 **NEW JERSEY EDUCATION ASSOCIATION**, with a mailing address of P.O. Box 1211, Trenton, New Jersey, 08607, hereinafter referred to as "**Organization**."

WHEREAS, County is the owner of Scotland Run Park, located on E. Academy Street, Clayton, New Jersey (hereinafter the "Park"); and

WHEREAS, Organization requests non-exclusive access to the Park on Tuesday, June 14, 2016, for the purpose of filming portions of Logan Township Middle School's "Nature Day at Scotland Run Park" for the NJTV (New Jersey's public television network) program "Classroom Close-up." This event is a school program featuring environmental/nature/outdoor lessons at various learning "stations" located throughout the Park, along with certain recreational activities; and

WHEREAS, County desires to accommodate the Organization consistent with the terms of this Agreement and the Rules and Regulations Governing its Parks; with absolutely no obligation upon the County to provide supervision, control or maintenance of either the event or the filming thereof by Organization, as further described in this 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:

AGREEMENT

1. **PREMISES.** County hereby agrees to allow Organization non-exclusive access to the Park and other required facilities within the Park (hereinafter the "Premises") for the stated purpose of filming segments of Logan Township Middle School's "Nature Day at Scotland Run Park." County hereby 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 the Organization's intended purpose. Access to Park shall be limited to a film team of 6 persons on Tuesday, June 14, 2016 with a rain date of Thursday, June 16, 2016, between the hours of 9 a.m. and 3 p.m. for filming of event. The Organization shall not be obligated to pay a fee for use of the Premises at the Park.

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

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

No excavation shall be made on or in, nor earth removed from, or fill added anywhere in the Park. Organization also shall be responsible for any damage to fields, fencing or facilities of the Park. Violation of these responsibilities may subject the Organization to reimburse County for damages and/or affect Organization's future use of the Park.

3. **NO OBLIGATION BY COUNTY.** The Organization shall be solely responsible for the conduct of its activities on the Premises and in the Park. The County does not intend to provide any security, supervision, scheduling, set up, control or maintenance, or to in any other way participate in the activities of the Organization. The County does not provide, or designate, any specific parking for Organization's activities; and all employees, members, participants, guest, invitees and others enter into the Park and remain there at their own risk.
4. **INDEMNIFICATION.** The Organization shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and 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, guest, 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 of 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 the 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.

5. **INSURANCE.** Organization shall maintain the following minimum 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 combined single limit of \$500,000 per occurrence/\$500,000 annual aggregate for "non-profit" or "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 \$1,000,000 per accident.

The County of Gloucester, including all elected and appointed officials, employees and volunteers, boards, commissions and/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 minimum insurance must also be maintained:

- Workers' Compensation including employer's liability coverage in accordance with the applicable statutes and regulations 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 "non-profit" or "not-for-profit" organizations and \$1,000,000 per occurrence for "for-profit" organizations.

The County's Purchasing Agent shall be given 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 Park until the County is satisfied that Certificate(s) of Insurance evidencing such insurance coverage are in place.

6. **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 anywhere in the Park, and leave the same in the condition as it found it at commencement of this Agreement.

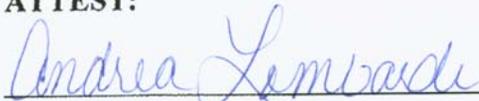
The County may immediately, and without notice, terminate the Agreement, and the license granted herein, if the Organization, or any of its employees, members, participants, guest or invitees, violate any of the terms of this Agreement, or violate any of the County's Rules and Regulations Governing its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

The 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 Park.

7. **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 the Agreement.
8. **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.
9. **NO ASSIGNMENT OF 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 null and void with respect to the County, and no obligation on the County's part to assignee shall arise, unless the County shall elect to accept and to consent to such assignment.

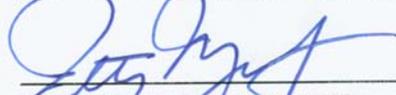
IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him and set forth in the County Administrative Code, has executed this Agreement and the Organization's authorized representative has executed this Agreement on the date indicated herein above.

ATTEST:



**ANDREA LOMBARDI
PRINCIPAL CLERK**

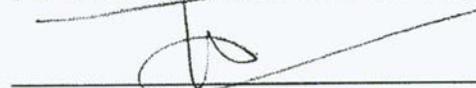
COUNTY OF GLOUCESTER



**PETER M. MERCANTI
PURCHASING DIRECTOR**

WITNESS:

NEW JERSEY EDUCATION ASSOCIATION



AUTHORIZED REPRESENTATIVE

**Tim McGuckin
Director of Business, NJEA**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/19/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Borden-Perlman Insurance Agency 250 Phillips Boulevard Suite 280 Ewing NJ 08618	CONTACT NAME: Abigail Douglas PHONE (A/C, No, Ext): (609) 896-3434 E-MAIL ADDRESS: adouglas@bordenperlman.com	FAX (A/C, No): (609) 895-1468
	INSURER(S) AFFORDING COVERAGE	
INSURED NJ Education Association P.O. Box 1211 Trenton NJ 08607	INSURER A: Chubb Insurance Company NJ	NAIC # 41386
	INSURER B: Hartford Casualty Insurance Co	29424
	INSURER C: Federal Insurance Company	20281
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:**15-16 Master Cert **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			6936225	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ N/C GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ INCLUDED \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			73520273	9/1/2015	9/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			79737499	9/1/2015	9/1/2016	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	13WBIN7214	9/1/2015	9/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	MediaGuard E&O			82242638	9/1/2015	9/1/2016	Limit \$1,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
County of Gloucester is included as additional insured with regards to CCU taping on June 14, 2016 (Rain date June 16, 2016) at Scotland Run Park/Nature Center 980 E Academy St, Clayton, NJ 08312

CERTIFICATE HOLDER County of Gloucester 2 South Broad Street Woodbury, NJ 08096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Douglas Borden/AVA

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