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**USE AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
A VOICE FOR PAWS, INC.**

THIS AGREEMENT is entered into this 2 day of May, 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 **A VOICE FOR PAWS, INC.**, (a non-profit corporation), with a mailing address of P.O. Box 525, Glassboro, NJ 08028, hereinafter referred to as “**Organization**.”

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

WHEREAS, Organization requests the non-exclusive use of the Park on Sunday, June 12, 2016, for the purpose of hosting an outing and dog walk. This event, the “**Mutt Strut**”, seeks to raise awareness and share resources related to animal adoption with residents of Gloucester County and surrounding areas; and

WHEREAS, County desires to accommodate the Organization which supports Gloucester County Animal Shelter and encourages residents to adopt a pet from the Shelter, and to make the Park available to the Organization consistent with the terms of this Agreement and the County’s Rules and Regulations Governing its Parks, subject to the rule waiver detailed below; and with absolutely no obligation upon the County to provide supervision, control or maintenance, 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 the non-exclusive use of the overflow parking lot, the grassy area surrounding the restrooms and other required facilities in the Park (hereinafter the “**Premises**”) . 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 event and for no other purposes. The event shall be held on Sunday, June 12, 2016 with a rain date of June 26, 2016 between the hours of 11 a.m. and 3 p.m. 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. Pursuant to Park Rule Section 3(k) the County Administrator has waived Rule Section 2(j) as it relates to entry of pet dogs only during the time listed above. Organization further agrees that it has reviewed all rules and regulations, and understands that it shall at all times abide by all rules not specially waived above in its 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, guest 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 thirty (30) days advanced 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; except as to the waiver of Park Rules under Section 2(j) as it relates to entry of pet dogs only during the date and times of the event as listed above.

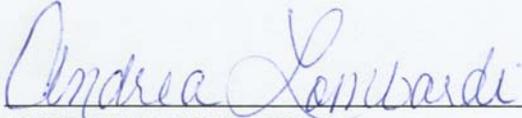
The license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the Park.

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:

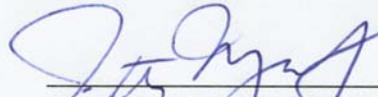
COUNTY OF GLOUCESTER



ANDREA LOMBARDI

PRINCIPAL CLERK

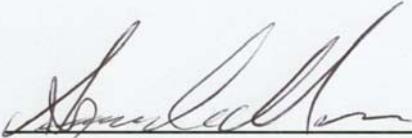
WITNESS:



PETER M. MERCANTI

PURCHASING DIRECTOR

A VOICE FOR PAWS



BY:

TANA SAMMONS

VICE PRESIDENT

(Print Title)