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**USE AGREEMENT
BETWEEN
THE COUNTY OF GLOUCESTER
AND
FRESH FLY, LLC**

THIS AGREEMENT is entered into this 8th day of August, 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 **FRESH FLY, LLC**, with a mailing address of 421 N. 7th St., Suite 200, Philadelphia PA 19123, hereinafter referred to as "**Organization**."

WHEREAS, County is the owner of Red Bank Battlefield Park, located at 100 Hessian Avenue, National Park, New Jersey 08063 (hereinafter "**Park**"); and

WHEREAS, Organization requests non-exclusive use of Park grounds on August 11, 2016, with a rain date of August 12, 2016, for the purpose of photographing and filming portions of a Healthcare commercial featuring healthy active seniors enjoying Park facilities; and

WHEREAS, County desires to accommodate 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 the photography or 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 grounds and other required facilities within the Park for the term of this Agreement for the stated purpose of filming segments of a Healthcare commercial. The Premises shall be used only for the Organization's intended purpose. ~~The Organization shall be obligated to pay County a fee for use of the Premises at the Park in the amount of \$~~ 500.00

2. **USE OF 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.

Access to Park grounds shall be available to Organization upon prior notice to and approval of Park Director. Such access to the Park grounds and facilities is limited to necessary film crew members, who will at all times be in the company of a Gloucester County Park official and will abide by all instructions and/or directions he or she may offer. Organization will be responsible for any damage to fields, fencing, or other improvements of the Park. Any violation of these responsibilities may subject the Organization to reimburse County for damages and/or affect Organization's future use of Park.

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 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.

3. **TERM OF AGREEMENT.** The term of this Agreement shall be for August 11, 2016, with a rain date of August 12, 2016, between the approximate hours of 6:00 am. to 1:00 pm.
4. **NO OBLIGATION BY COUNTY.** The Organization shall be solely responsible for the conduct of its activities 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. County does not provide, or designate, any specific parking for Organization's activities; and all employees, members, participants, guests, invitees and others enter the Park and remain there at their own risk.
5. **INDEMNIFICATION.** Organization shall be responsible for, shall keep, save and hold County harmless from, and shall indemnify and defend 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 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 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 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 \$1,000,000 per occurrence / \$1,000,000 annual aggregate.

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 \$1,000,000 per occurrence.

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.

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 and equipment at its expense which it may have placed 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 Park.

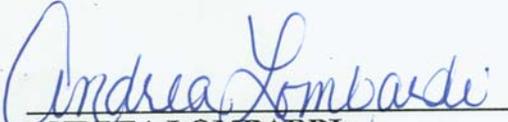
8. **NO AGENCY RELATIONSHIP.** The parties acknowledge that Organization is an independent organization, and has no agency relationship, or other formal relationship, with the County beyond the relationship created by the terms of this Agreement.
9. **APPLICABLE LAW.** The application and/or interpretation 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 Organization, except as otherwise agreed in writing by both parties. Any attempted assignment without such written shall arise, unless County shall elect to accept and to consent to such assignment.

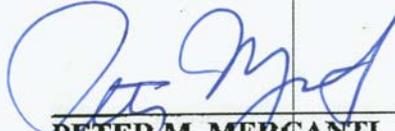
IN WITNESS WHEREOF, the Administrator of the County of Gloucester, pursuant to authority granted to him and set forth in the County Administrative Code, has executed this Agreement and the Organization's authorized representative has executed this Agreement on the date indicated herein above.

ATTEST:

COUNTY OF GLOUCESTER

GERALD A. WHITE
DEPUTY ADMINISTRATOR

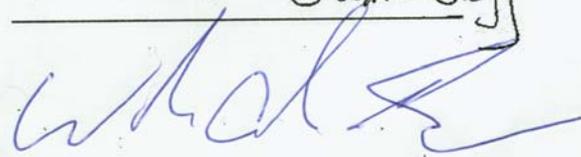

ANDREA LOMBARDI
PRINCIPAL CLERK

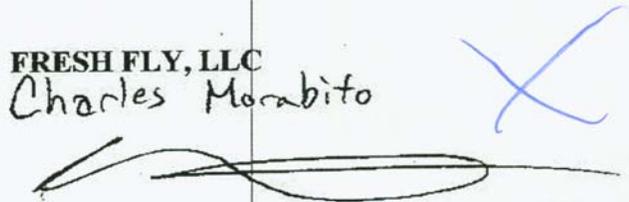

PETER M. MERCANTI
PURCHASING DIRECTOR

WITNESS:

FRESH FLY, LLC
Charles Morabito

PRODUCER


Chayne Gregg



Charles Morabito
PRODUCER
