

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

**THIS AGREEMENT** is entered into this 25 day of **July, 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 **THE SEADOGS**, a New Jersey-based band and pirate/privateer re-enactment group, with offices at 224 Washington Street, Fieldsboro, NJ 08505, c/o Del Merritt; hereinafter referred to as "**Organization**".

**RECITALS**

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

**WHEREAS**, Organization, desires to participate in Gloucester County Parks and Recreation Department's *Spies and Pirates on the Delaware* living history event at the Red Bank Battlefield Park on **August 21, 2016** from 12:00 p.m. to 4:00 p.m.; to provide traditional maritime music, privateer and pirate re-enactments, a display of a historical weapons and tools, and black powder firearm demonstrations from muskets, rifles and pistols; and

**WHEREAS**, Organization requests the non-exclusive use of the Park for the purpose of such reenactments and living history displays and performances; and

**WHEREAS**, County desires to make portions of the Park 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.

**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, their successors, and assigns, hereby agree as follows:

**AGREEMENT**

1. **PREMISES**. County hereby agrees to allow Organization the non-exclusive use of Park grounds near the Whitall House for their displays and performances and 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 PARK**. The Park shall be used only for the Organization's activities as described in this Agreement and for no other purposes. No permanent buildings or structures of any type may be erected on the Premises or anywhere in the Park. Organization shall not permit the accumulation of any garbage or debris produced by its activities to remain anywhere in the Park. Organization will be responsible for any damage

to the fields, fencing or facilities of the Park associated with its activities. Further, Organization will ensure prior to leaving the Park that the Premises grounds are litter free. Any violation of these responsibilities may subject the Organization to reimburse County for damages and/or affect Organization's future use of the Park.

No excavation shall be made, nor earth removed from, or fill added anywhere on the Premises or in the Park.

Organization agrees that it has reviewed Park rules and regulations, and understands that it shall at all times abide by same in its use of the Park.

3. **DURATION.** The Organization shall have the non-exclusive use of the Park premises on, **Sunday, August 21, 2016 between the hours of 12:00 p.m. and 4:00 p.m.**
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, 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, 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. 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. **STATEMENT OF FIREARMS DEMONSTRATOR.** The use of all black powder firearms at event will be in compliance with appropriate safety practices for use of such weapons as to both individual and group activities, and each participant shall execute the attached "STATEMENT OF BLACK POWDER FIREARMS DEMONSTRATOR."  
**(Exhibit A.)**
7. **INSURANCE.** The *Seadogs* band and pirate/privateer re-enactment group shall maintain the following insurance coverage for the named event, 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 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 *Seadogs* band and pirate/privateer re-enactment group 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 advanced written notice of cancellation, non-renewal, reduction and/or material change regarding any of the insurance policies evidenced.

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

8. **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 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.

9. **NO AGENCY RELATIONSHIP.** The parties acknowledge that the Organization is an independent group, and has no agency relationship, or other formal relationship with the County beyond the relationship created by the terms of this Agreement.
10. **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.
11. **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.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the date indicated herein above.

**ATTEST:**

  
\_\_\_\_\_  
**ANDREA LOMBARDI**  
**PRINCIPAL CLERK**

**COUNTY OF GLOUCESTER**

  
\_\_\_\_\_  
**PETER M. MERCANTI**  
**PURCHASING DIRECTOR**

**WITNESS:**

\_\_\_\_\_

**SEADOGS GROUP**

  
\_\_\_\_\_  
**DEL MERRITT**  
**AUTHORIZED REPRESENTATIVE**

EXHIBIT A

STATEMENT OF BLACK POWDER FIREARMS DEMONSTRATOR

I, Del Merritt, will be participating at Gloucester County Parks and Recreation Department's *Spies and Pirates on the Delaware* living history event at the Red Bank Battlefield Park on August 21, 2016, demonstrating the use of black powder firearms, including the firing of blanks from muskets, rifles and pistols.

By my signature below I assert that I am thoroughly knowledgeable of the operation of the weapons to be used at this event and all safety standards associated with their use.

I further assert that the aforesaid black powder weapons demonstration will be conducted in compliance with appropriate safety practices as to both individual and group activities.

Dated: 7/25/16

DEL MERRITT  
Firearm Demonstrator [Print Name]

Eileen Eggert  
Witness [Print Name]

[Signature]  
Firearm Demonstrator [Signature]

[Signature]  
Witness [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/13/2016

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).

<b>PRODUCER</b> Shoff Darby Companies 488 Main Avenue 3rd Floor Norwalk CT 06851	<b>CONTACT NAME:</b> Allison Steeves <b>PHONE (A/C, No. Ext):</b> (203) 445-2123 <b>E-MAIL ADDRESS:</b> steeves@shoffdarby.com	<b>FAX (A/C, No):</b> (203) 445-2137
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> A member of the SLE RPG WildWestPerformers.com, DBA: The Reenactors 32408 Orange Blossom Dr Winchester CA 92596	<b>INSURER A</b> Nationwide Mutual Insurance Co	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

**COVERAGES**      **CERTIFICATE NUMBER:CL164419007**      **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 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			RPG59048 RPG59048	4/1/2016 4/1/2017	4/1/2017 4/1/2018	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Delmar Merritt is included under the above policy effective 6/29/16 to 6/29/17.  
Proof of Insurance.

<b>CERTIFICATE HOLDER</b>  Delmar Merritt	<b>CANCELLATION</b>  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  Allison Steeves/ALLI



# CERTIFICATE OF LIABILITY INSURANCE

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7/13/2016

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	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> A member of the SLE RPG WildWestPerformers.com, DEBA: The Reenactors 32408 Orange Blossom Dr Winchester CA 92596	<b>INSURER A</b> Nationwide Mutual Insurance Co	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
	<b>INSURER F :</b>	

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	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Eileen Eggert is included under the above policy effective 6/29/16 to 6/29/17.  
Proof of Insurance.

### CERTIFICATE HOLDER

Eileen Eggert

### 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  
 Allison Steeves/ALLI