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USE AGREEMENT
BETWEEN
COUNTY OF GLOUCESTER
AND

U.S. ARMY MID-ATLANTIC RECRUITING BATTALION

THIS AGREEMENT is entered into this 31st 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 **U.S. ARMY MID-ATLANTIC RECRUITING BATTALION**, an agency of the United States Government, whose mailing address is c/o U.S. Army 1st Recruiting Brigade, 4550 Parade Field Lane, Suite 5380, Fort George G. Meade, Maryland, 20755-5380, 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 the "**Park**"; and

WHEREAS, Organization requests the limited exclusive use of assigned areas of the Park for the purpose of siting and display of the *STEM Asset Experience* (Science, Technology, Engineering and Mathematics) semi-truck, an exhibit designed to showcase high-tech capabilities and opportunities within the U.S. Army, while generating quality leads for local recruiters and ROTC departments; and

WHEREAS, County desires to accommodate the Organization, 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; 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 limited exclusive use of assigned parking space for *STEM Asset Experience* semi-truck, and other facilities at the Red Bank Battlefield Park (hereinafter the "**Premises**") on dates and times designated below. 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 the siting and exhibition of *STEM Asset Experience* semi-truck only, and for no other purposes. The Organization shall not be obligated to pay a fee for such Park use.

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 Organization's 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 the limited exclusive use of assigned areas of the Park and Premises for intended purpose from 10:00 a.m. to 4:00 p.m. on Saturday, September 3, 2016, Sunday, September 4, 2016 and Monday, September 5, 2016. Organization desires to have *STEM Asset Experience* semi-truck remain on Premises after Park hours of operation, for the duration of event; and assumes all associated risks and liabilities of property loss.
4. **NO OBLIGATION BY COUNTY.** The Organization shall be solely responsible for the conduct of its activities at the Park and for the security of exhibit vehicle and other equipment of the Organization 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 will designate specific parking area within the Premises for Organization's activities; and all Organization's employees, members, participants, guests, invitees and others enter into the Park, and remain there at their own risk.
5. **INSURANCE.** Organization, as an agency of the United States Government shall not be required to maintain General Liability Insurance for its stated activities at Premises pursuant to exclusions provided under Federal Tort Claims Act (28 USC 2672).
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 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.

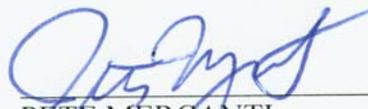
This license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the Premises, and the Park.

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 this 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 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 PURCHASING ASSISTANT

COUNTY OF GLOUCESTER


PETE MERCANTI,
PURCHASING AGENT

WITNESS:

U.S. ARMY


SFC RONALD LOUQUE
WOODBURY RECRUITING CENTER