

**USE AGREEMENT
 BETWEEN
 COUNTY OF GLOUCESTER
 AND
 COMCAST-SPECTACOR, L.P. AND PHILADELPHIA FLYERS, L.P.**

THIS AGREEMENT is entered into this 29th day of January, 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, N J, 08096, hereinafter referred to as "**County**", and **COMCAST-SPECTACOR, L.P. AND PHILADELPHIA FLYERS, L.P.** with offices at 3601 South Broad Street, Philadelphia, PA 19148, hereinafter referred to collectively 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's Community Relations Department conducts a hockey clinic called "Hooked on Hockey" at various locations throughout the Delaware Valley, and as such desires use of the parking lot and other facilities at the Park in order to conduct said clinic on June 29, 2016 (with a reschedule date of August 24, 2016 in the event of inclement weather) for the benefit of County residents; and

WHEREAS, County desires to accommodate the Organization, and make the parking lot and other facilities at the Park available to the Organization consistent with the terms of this Agreement and the County's Rules and Regulations Governing its Parks.

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:

1. **PREMISES**. County hereby agrees to allow Organization the exclusive use of the parking lot and other required facilities in the Park (hereinafter the "Premises") to conduct a "Hooked on Hockey" clinic. 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 "Hooked on Hockey" event, and for no other purposes. The "Hooked on Hockey" event shall be held at the Premises on June 29, 2016. In the event of inclement weather, the event shall be held on August 24, 2016. The Organization shall not be obligated to pay a fee for the use of the Premises.

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.

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

3. **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. 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.

4. **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:
 1. General Liability (including, but not limited to, personal injury, premises, completed operations and contractual liability) with a minimum limit combined single limit of \$500,000 per occurrence / \$500,000 annual aggregate for "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 \$100,000 per accident.

If the Organization has employees, the following minimum insurance coverage must also be maintained:

2. Workers' Compensation including employer's liability coverage in accordance with the statutes of the State of New Jersey.

3. 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 Organization shall not be permitted to utilize the Premises until it has submitted a Certificate of Insurance evidencing such insurance coverages. County shall be noted as a Certificate Holder on the Certificate of Insurance.

5. **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 this 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.

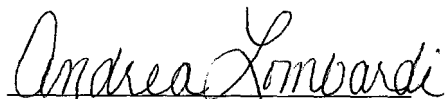
This license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the Premises, and the Park.

6. **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.
7. **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.
8. **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.
9. **CONTRACT PARTS.** This Agreement consists of this Agreement document, and the "Program Center Rights and Expectations" document for the "Hooked on Hockey" event signed by the County's Purchasing Agent, which is incorporated herein by reference.

Should there occur a conflict between this Agreement, and the "Program Center Rights and Expectations" document, then this Agreement shall prevail.

ATTEST:

COUNTY OF GLOUCESTER

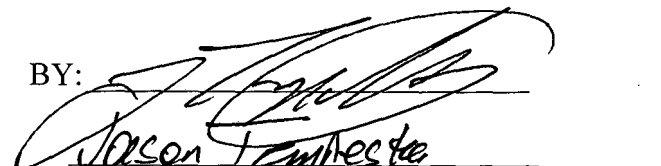

ANDREA LOMBARDI,
PRINCIPAL CLERK


PETER M. MERCANTI,
PURCHASING AGENT

WITNESS:

COMCAST-SPECTACOR, L.P. AND
PHILADELPHIA FLYERS, L.P.

BY:


Jason F. Specter
(Print name)
Community Relations Manager
(Print title)

PROGRAM CENTER RIGHTS & EXPECTATIONS

In accordance with hosting a Hooked on Hockey event, the participating "host site" has a right to and can expect the following:

- Use of the Flyers name and logo to promote the event
- The Flyers will promote the event via releases to the media, web site exposure and collateral materials
- The Flyers will "tailor" the event in order to fit the goals of the "host site" (i.e.- clinic for the children, fun and games, etc.)
- The Flyers will provide Mylec street hockey sticks that event participants will be able to keep
- The Flyers will provide giveaways (i.e.- Activity Books and prizes) for event participants

In exchange for the above, the Philadelphia Flyers expect the following:

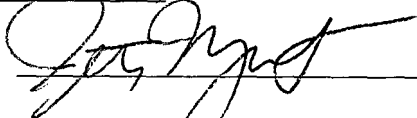
- Local media will be allowed to attend the event and use any images/footage captured in their newspapers/news programs
- The "host site" will do their best to accommodate the Flyers with all reasonable requests (i.e.- provide chairs and tables, bottled water, assist with unloading, etc.)
- Members of the Flyers staff will take photos of program participants to display on our website (unless a signed waiver is provided by the parent/guardian)

Please Note:

Flyers events will be publicized and may attract interest and attention in the community. If you are hosting a Flyers event, you can expect members of the community to inquire and possibly attend the event that you are hosting. If you only wish to have your own facility members participate, please inform the Flyers at least **one week prior** to the scheduled date and we will make it known that the event is closed to the public.

I, (please print) PETER MERCANT, agree to the above program center rights and expectations.

Name of facility: James G. Atkinson Memorial Park Event Date: June 29, 2016 (rain date: August 24, 2016)

Signature:  today's Date: 1-29-16

Please sign this form and fax back to (215) 952-5210 or mail to Flyers Community Relations, 3601 South Broad Street, Philadelphia PA 19148. Should you have any questions or concerns please feel free to contact Jason Tempesta of the Community Relations Department at (215) 218-4334.

Thank You!