

COB

242

**USE AGREEMENT
BETWEEN
COUNTY OF GLOUCESTER
AND
NEW JERSEY VETERANS OF FOREIGN WARS,
DISTRICT 13 (GLOUCESTER/SALEM COUNTIES, NJ),**

ANTHONY T. CALISTA POST #5579

ARMY & NAVY UNION GARRISON NO. 52 (NATIONAL PARK, NJ)

THIS AGREEMENT is entered into this 7 day of December, 2016, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with principal offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and the **NEW JERSEY VETERANS OF FOREIGN WARS, DISTRICT 13**, located at 5 W. Broad Street, Gibbstown, NJ 08027, **ANTHONY T. CALISTA POST #5579**, located at 743 W. Broad Street, Gibbstown, NJ 08027, **both c/o Chad Kent, Commander**, and the **ARMY & NAVY UNION, GARRISON NO. 52**, with offices at 26 Riverview Ave., National Park, NJ 08063, c/o **Horace McAdams**; hereinafter referred to as "**Organizations**".

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, Organizations, desire to host a joint Pearl Harbor memorial service at the Red Bank Battlefield Park at 8:00 a.m. on December 7, 2016, to include a wreath-laying ceremony at the Delaware River, followed by *Taps* and a *21-Gun Salute*; and

WHEREAS, Organizations request the non-exclusive use of the Park for the purpose of such ceremony and the performance of a *21-Gun Salute* to honor those who perished at Pearl Harbor on December 7, 1941; and

WHEREAS, County desires to make the Park available to the Organizations 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 Organizations 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 Organizations the non-exclusive use of the Park premises which overlooks the Delaware River. County gives Organizations 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 Organizations' 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. Organizations shall not permit the accumulation of any garbage or debris produced by its activities to remain anywhere in the Park. Organizations will be responsible for any damage to the fields, fencing or facilities of the Park associated with its activities. Further, Organizations will ensure prior to leaving the Park that the Premises grounds are litter free. Any violation of these responsibilities may subject the Organizations to reimburse County for damages and/or affect Organizations 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.

Organizations agree that it has reviewed Park rules and regulations, and understand that it shall at all times abide by same in its use of the Park.

3. **DURATION.** The Organizations shall have the non-exclusive use of the Park premises on **December 7, 2016 between the hours of 8:00 a.m. to 10:00 a.m.**
4. **NO OBLIGATION BY COUNTY.** The Organizations 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 Organizations. The County does not provide, or designate, any specific parking for Organizations' activities; and all employees, members, participants, guests, invitees and others enter into the Park, and remain there at their own risk.
5. **INDEMNIFICATION.** The Organizations 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 Organizations, 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 Organizations' failure to provide for the safety and protection of its employees, members, participants, guests and invitees, or from Organizations' performance or failure to perform pursuant to the terms and provisions of this Agreement. The Organizations' 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 FIREARM SALUTE PARTICIPANTS.** Each member to be involved in the use and firing of a weapon during the 21-Gun Salute shall execute the attached "Statement of Firearm Salute Participants," form (**Exhibit A.**)

7. **INSURANCE.** The New Jersey Veterans of Foreign Wars, District 13 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. 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 New Jersey Veterans of Foreign Wars, District 13 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 thirty (30) days advance 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 Organizations at the addresses set forth above. Upon termination, Organizations 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 Organizations, 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.

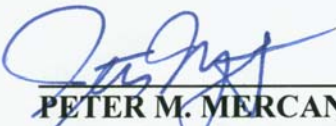
This license is given subject and subordinate to any and all easements, rights, privileges, other licenses or other grants of whatever nature previously given by County, or otherwise created, which now exists and which affect the Park.

9. **NO AGENCY RELATIONSHIP.** The parties acknowledge that Organizations are independent groups, and have 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 Organizations, 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:

COUNTY OF GLOUCESTER



PETER M. MERCANTI,
PURCHASING DIRECTOR



CHAD M. BRUNER,
COUNTY ADMINISTRATOR

WITNESS:

NJ VETERANS OF FOREIGN WARS,
DISTRICT 13

ANTHONY T. CALISTA POST 5579



CHAD KENT, COMMANDER

WITNESS:

ARMY & NAVY UNION GARRISON NO. 52

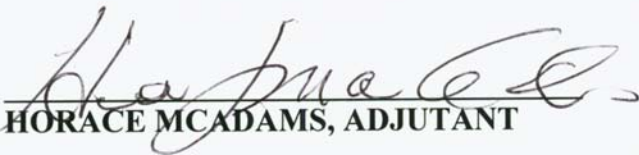

HORACE MCADAMS, ADJUTANT

EXHIBIT A

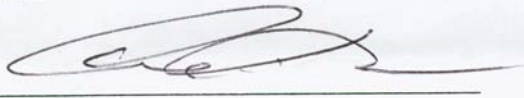
STATEMENT OF FIREARM PROFICIENCY AND WAIVER

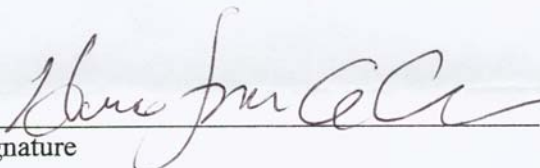
I, _____, will be participating in the *21-Gun Salute* as part of the Pearl Harbor memorial ceremony hosted by the NEW JERSEY VETERANS OF FOREIGN WARS, DISTRICT 13 and the ARMY & NAVY UNION GARRISON NO. 52 to be held at the Red Bank Park Battlefield, National Park, N.J., on December 7, 2016.

- I am thoroughly knowledgeable with appropriate safety standards associated with the weapon(s) I will be handling in this ceremony and will ensure that my participation in the aforesaid *21-Gun Salute* will be in compliance with appropriate safety practices as to both individual and group activities.
- **I hereby waive and relinquish** any right to sue, make a claim, or otherwise hold Gloucester County responsible or liable for any personal injury or death, property damage or any other type of loss to myself or others arising out of the activity and **further agree to indemnify and hold harmless** Gloucester County from all suits or claims of any third parties arising out of the above activity.

Dated: 11-26-2016

Witness:




Signature

NORALEE MAC ADAMS
Print name