

AGREEMENT

This Agreement made this day of 10/20/14, 2014 between the Brick Township Board of Education, which has offices located at 101 Hendrickson Ave, Brick, NJ 08724 (hereinafter referred to as the ("District") and Parents of Autistic Children, POAC, 1999 Route 88, Brick, New Jersey ("Licensee").

WHEREAS, Licensee wishes to place up to ten (10) drop-boxes to be used by members of the public for the drop off of items intended to be donated, and

WHEREAS, the District desires to grant an non-exclusive right to the Licensee to place up to 10 drop boxes on District property,

NOW, THEREFORE, for consideration, the District and Licensee agree as follows:

1. Scope of the Agreement

Obligations of District

a. District shall permit Licensee to place up to ten drop-boxes at the locations described on Attachment A attached hereto and fully incorporated herein subject to any necessary approvals required by the Township of Brick.

Obligations of Licensee

- a. Licensee, at their expense, is responsible to obtain prior to the placement of any drop box on District property all necessary approvals from the Township of Brick.
- b. Licensee agrees to pay One Hundred Dollars (\$100.00) a month per drop box for the non-exclusive right to place drop boxes on District property.
- c. Licensee agrees that it shall inspect the drop-box on a daily basis;
 1. During each daily inspection, Licensee shall
 - i. Inspect the drop-box and the area surrounding it to ensure that donated items are not accumulating outside the drop-box;
 - ii. Inspect the drop-box for any damage and promptly arrange for any necessary maintenance;

- iii. Licenses shall arrange for pickup of all items in the drop-box, that pickup to occur at least twice every calendar week; and no overflow items from any bin shall remain on the ground for more than 24 hours;
- v. Ensure that that the drop-box and surrounding area are maintained in a good condition and remain free of debris;
- vi. Respond within 24 hours to all service requests from District;
- vii. Monitor the drop-box and its surrounding area and notify the District of any unauthorized or competing drop-boxes which have been placed anywhere on District's property, including but not limited to drop-boxes located on or in the vicinity of the drop-box located on District's property;
- viii. Promptly notify District if unscheduled maintenance is required on the drop-box or if other service of the drop-box or the licensed property on which it sits is required;
- ix. Maintain commercial general liability insurance coverage with a combined single limit of \$500,000 per occurrence and \$3,000,000 general aggregate coverage covering each drop-box, and naming District as an additional insured.

2. Removal and/or Relocation of Bins:

This Agreement shall begin on the date of the last signature hereon. Either party may terminate this Agreement upon thirty (30) days written notice to the other party of that intention. If, however, the Township of Brick fails to approve a permit for Licensee to place drop-boxes on the District's property, this Agreement shall terminate.

Upon expiration or cancellation of this Agreement, Licensee shall at once remove all drop-boxes and all items set within or around same and, further, shall restore the area formerly occupied by the drop-boxes and the area immediately surrounding same to the same condition they were found in upon execution of this Agreement, normal wear and tear excepted.

3. Period of Performance: This Agreement shall begin upon execution, and shall continue for one year. This Agreement shall not be modified except by the written agreement of all parties. No work may begin under this Agreement until all parties have signed it.

4. Indemnification. Licensee shall defend, indemnify and save harmless the District, its officers, agents and employees from and save harmless the District, its officers, agents and employees from and against all suits, cost (including attorney fees and cost, and court fees), claims expenses, liabilities, loss and judgments of every kind to which the District may be subjected by any reason of permitting the placement of drop box on District property to Licensee.

5. Licensee shall certify in writing that all its volunteers, employees and all subcontracted employees, present or new hires, servicing this agreement have not been convicted of a crime or are awaiting adjudication of same.

6. During the performance of this contract, the Licensee shall knowingly not allow any volunteer, employee or subcontractor registered pursuant to N.J.S.A. 2C:7-1, et seq. "Meghan's Law", as a Tier 3 offender (sex offenders determined to pose a relatively high risk of offense") or a Tier 2 offenders (sex offenders determined to pose a moderate risk of re-offense), upon the District's property.

7. Licensee shall provide a Certification of Non-Involvement in Prohibited Activities in Iran pursuant to the requirements of N.J.S.A. 18A:18A:49.4.8a.

8. Licensee shall provide a current Certificate of Business Registration.

9. Governing Law. This Agreement shall be governed by the internal laws of New Jersey without giving effect to the principles of conflicts of laws. Each party hereby consents to the personal jurisdiction of the Federal or New Jersey courts located in District's County, and agrees that all disputes arising from this Agreement shall be prosecuted in such courts. Each party hereby agrees that any such court shall have in personam jurisdiction over such party and consents to service of process by notice sent by regular mail to the address set forth above and/or by any means authorized by New Jersey law.

10. Language Construction. The language of this Agreement shall be construed in accordance with its fair meaning and not for or against any party. The parties acknowledge that each party and its counsel have reviewed and had the opportunity to participate in the drafting of this Agreement and, accordingly, that the rule of construction that would resolve ambiguities in favor of non-drafting parties shall not apply to the interpretation of this Agreement.

11. Force Majeure. Neither party shall be responsible for delays or failure to perform caused by acts of God (including fire, flood, storm, or other natural disturbances), war, civil war, riot, epidemic, acts of foreign enemies, terrorist activities, government sanction, strikes or other labor disputes (it being specifically understood that the existence of any picket line by a collective bargaining unit shall be considered as within this definition of force majeure), interruption or failure of electric, telephone or similar service or other causes beyond such party's control.

12. Signature in Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed to be a fully-executed original.

13. Assignment. No party to this Agreement shall assign his rights or duties hereunder without the prior written consent of the other parties, except that the Licensee may assign its rights and duties in connection with a sale or other disposition of all or substantially all of its business.

14. No Third Party Beneficiaries. Except as otherwise specifically provided in this Agreement, this Agreement is made for the sole benefit of the parties. No other persons shall have any rights or remedies by reason of this Agreement against any of the parties or shall be considered to be third party beneficiaries of this Agreement in any way.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first above written.

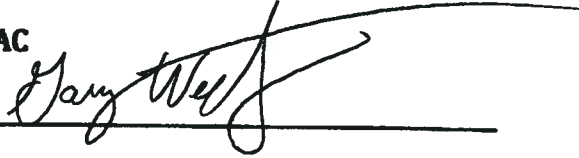
Witness:

By:



POAC

By:



Witness:

BRICK TOWNSHIP BOARD OF EDUCATION

By:

ATTACHMENT "A"

SCHOOL/# OF BINS
VMES (2)
HERB (1)
LM (1)
MIDS (1)
WHW (2)
BTHS (2)
OSB (1)