

**Pine Grove Day Camp
4010 Herbertsville Rd.
Wall Twp, NJ 08724
(732) 938-3760 fax (732) 938-2088**

AGREEMENT

An agreement, made in Monmouth County, New Jersey on this 7th day of March, 2019, by Pine Grove Day Camp, Inc. a New Jersey Corporation, (hereinafter "CAMP"), and Brick Township Board of Education for the Benefit of Brick Township High School, (hereinafter the "RENTER")

WHEREIN IT IS MUTUALLY AGREED AS FOLLOWS:

1. **Term of Agreement:** The RENTER agrees to hold its "Senior Picnic" commencing at or about 9:00 AM on Friday, June 7, 2019 and ending at or about 2:00PM on Friday, June 7, 2019. In the event of inclement weather, the CAMP will be made available on a mutually agreed upon date as a rain date. This rain date can be determined any time after April 30th. The same times will apply.
2. **Provisions:** CAMP agrees to provide its facilities and Dining Facilities for the RENTER during its stay. The RENTER has use of the CAMP facilities including, a minimum of one Pool (assigned at the discretion of the CAMP), and Lifeguards for 3 hours, Dining Services, utilities, and maintenance of grounds. All climbing areas around camp (rock wall, playgrounds, ropes courses, etc.) are off limits.
3. **Fee:** The cost per student will be **\$27.00** with a **Guaranteed Minimum of 150 Students**.
4. **Food Service (Unlimited 11AM-1PM):**
 - Hamburgers/Buns
 - Hot Dogs/Buns
 - Bar-B-Cue Chicken Breasts/Bun
 - Fixings Bar
 - Pasta or Potato Salad
 - Cole Slaw
 - Fresh Fruit
 - Fresh Baked Cookies
 - Pretzels/Potato Chips
 - Assorted Ice-Cream Treats
 - Water/Lemonade/Iced Tea
4. **Deposit:** Upon execution of this Agreement, the RENTER shall return this Agreement to CAMP along with a good faith non-refundable deposit of \$1,000.00 which shall be applied to the final payment due CAMP. Deposit will be sent within ten (10) working days.
5. **Cancellation:** Should the RENTER cancel this Agreement March 1, 2018 or later an additional \$1,000.00 (one thousand dollars) shall be paid to the CAMP to indemnify its loss of income. Notice of cancellation must be **MADE IN WRITING**. "CAMP shall be required to take all commercially reasonable steps in order to re-let the premises for the day of the cancellation and their loss or damage shall be the difference between the re-letting price and the agreed upon contract price, however, in no instance shall the indemnified loss exceed \$1,000.00."

6. **Use of Facilities:** The premises shall be used by the RENTER for a School Event. The CAMP retains the right to enter any of the buildings in use by the RENTER at any time, for the purpose of examining, making repairs, cleaning or alterations as may be necessary. CAMP shall not interfere with the RENTER'S reasonable use of the premises. **No one except Pine Grove Day CAMP employees are permitted to be in the kitchen at any time unless arrangements are made in advance.**

7. **Condition at End of Term:** At the end of the term of use, the premises, furnishings and equipment contained therein will be returned in the same condition as at the beginning of the term, normal wear and tear excepted.

8. **Damage:** The RENTER agrees to assume full responsibility for any and all damage done to CAMP property on the part of RENTER participants over and above the normal and reasonable wear and tear. The RENTER agrees to reimburse CAMP for any such damage upon receipt of bills for repairs to said premises. CAMP agrees to immediately notify the RENTER upon observation of any damage in order to allow the RENTER the ability to examine same. Normal wear and tear is excepted.

9. **Insurance:** RENTER will obtain insurance with a reputable insurance company. RENTER will procure a commercial general liability policy with insurance limits of not less than \$1,000,000. RENTER will also have CAMP named as an additional named insured on RENTER's insurance policy. At least 30 days prior to RENTER's arrival date, RENTER will provide to CAMP a Certificate of Liability Insurance Form evidencing RENTERS procurement of insurance and naming CAMP as an additional named insured.

10. **General Rules:**

- Private Vehicles may be parked only in areas designated by camp.
- NO SMOKING anywhere on camp grounds or in camp buildings.
- There is no alcohol permitted at camp.
- The possession of firearms, knives, fireworks, illegal substances on camp grounds is PROHIBITED.
- The camp kitchen is OFF-LIMITS to participants unless specifically arranged for and supervised by camp personnel.
- Campfires and all other open flames will be PROHIBITED except with consent of the on-site event manager.
- NO PETS are permitted on our grounds.

11. **Security Deposit:** An escrow deposit in the amount of \$1,000.00 (one thousand dollars), made out to the order of CAMP, will be tendered **no later than one week prior** to the date of the group's arrival and held until the day after completion of the contract. This deposit shall stand as security for the faithful performance by the RENTER of all the terms and conditions of this Agreement, reimbursement by the RENTER for any breakage, damage or loss and the delivery by the RENTER to CAMP at the expiration of the term, of the premises, dwellings, furniture, and furnishings and other personal property in the same condition as at the beginning of the term. CAMP is NOT RESPONSIBLE for RENTER participants' personal possessions. CAMP is not responsible for any possessions not claimed within 24 hours. In no event shall the \$1,000.00 security deposit represent any maximum liability on the part of the RENTER for any damage or other loss to CAMP property.

12. **Number of Participants:** The RENTER agrees to notify CAMP, at least one week prior to its arrival date, as to the total number of participants with a **Minimum Guarantee of 150.**

13. **Payment:** The balance must be received by CAMP at least 24 (twenty-four) hours BEFORE any participants arrive unless prior arrangements are made. The deposit should be deducted from the balance due. Payment MUST BE TENDERED BEFORE any participants arrive. Should RENTER not tender the balance, in full, at

least two weeks prior to the arrival date, payment is required in full, by a Board of Education Check, 24 hours BEFORE the arrival date.

14. **Additional Charges:** The CAMP may submit a voucher certifying any actual additional charges incurred. The CAMP understands and acknowledges the RENTER regularly schedules its meeting for the second Thursday of the Month. It is the CAMP's obligation to ensure the certified voucher for additional charges and any other necessary paper work is submitted prior to the meeting. If the voucher and any other necessary paper work is not timely submitted, the vouchers will be placed on the next month's meeting. The CAMP must submit a certified voucher within 10 days of the event.

15. **Medical Services:** CAMP will not provide any medical services. RENTER is responsible for providing a First Aid Kit. CAMP will provide the contact information for the local emergency services.

16. **CAMP Liability Certification:** CAMP shall provide proof of general liability insurance.

17. **Business Registration Certification:** CAMP shall provide a copy of its Business Registration Certificate pursuant to N.J.S.A 52:32-44.

18. **Non-Involvement in Prohibited Activities in Iran:** CAMP shall provide a Certification of Non-Involvement in Prohibited Activities in Iran pursuant to N.J.S.A. 18A: 18A: 49.4 8a.

19. CAMP shall conduct all of these activities in accordance with all state, local and federal guidelines, regulations and laws.

20. **INDEPENDENT CONTRACTOR.** CAMP is and will perform its Services as an independent contractor for the RENTER. Nothing in this Agreement shall be construed so as to render CAMP an employee, agent, representative, joint venturer or partner of the RENTER and CAMP shall not hold itself out to others in such capacity. CAMP shall not enter into any contracts, agreements or other obligations with any other parties which bind, or are intended to bind, the RENTER. CAMP shall have no authority to bind the RENTER to contracts or to incur any other obligations on behalf of the RENTER, and any such contracts or obligations entered into or incurred by CAMP shall be void.

21. CAMP agrees to defend and indemnify and hold harmless the RENTER, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the acts or omissions, including negligence or malpractice, of CAMP, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement. CAMP'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.

22. RENTER agrees to defend and indemnify and hold harmless the CAMP, its affiliates, officers, agents, servants and employees from and against any and all claims and liabilities (including reasonable attorney's fees and expenses, including expert fees, incurred in the defense thereof) relating to personal injury or property damage or any other claim arising out of the acts or omissions, including negligence or malpractice, of RENTER, or of any of its officers, directors, employees, agents, servants or independent contractors in connections with their responsibilities under this Agreement. RENTER'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

23. Throughout the term of this Agreement, CAMP agrees to provide and maintain General Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year, and Licensed Professional Liability insurance coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) in the aggregate, per year. CAMP shall provide the RENTER with evidence of such coverage upon request. Said insurance shall name RENTER as an additional insured, along with the following language "This policy shall not be canceled or reduced in required amounts of liability or amounts of insurance until notice has been mailed to the Board of Education of the Township of Brick stating the date of cancellation or reduction. The date of cancellation or reduction may not be less than 15 days after the date of mailing the notice."

24. AMERICANS WITH DISABILITIES ACT OF 1990: CAMP shall comply with the "Americans With Disabilities Act of 1990".

25. INTERPRETATIONS OF SPECIFICATIONS AND CONTRACT: This Contract shall be construed pursuant to the laws of the State of New Jersey. Any litigation with respect to the interpretation of the terms of this Contract shall be within the sole jurisdiction of the Courts of the State of New Jersey and venue shall be in Ocean County.

26. NOTICES. All notices, requests, demands and other communications hereunder shall be written, and shall be deemed to have been duly given if delivered or mailed, by certified mail, return receipts requested, to the parties hereto at the addresses stated on the first page of this contract.

27. COUNTERPARTS. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

28. BENEFIT. This Agreement shall be binding upon, and inure to the benefit of the legal representatives, successors and assigns of the parties hereto.

29. ENTIRE AGREEMENT. This Agreement contains and sets forth the entire understanding of the parties. It shall not be altered or modified except by a written instrument signed by all of the parties hereto.

30. The effective date of this Agreement shall be the date upon which it is executed by the last party to sign same and it shall be the obligation of the party to insert the date and deliver the copies of the Agreement to all parties who are signatories hereto.

31. Failure of either party to insist upon the strict performance of any of the provisions of this Agreement shall not be construed as a waiver of any subsequent default or breach of the same or similar nature.

32. In the event that any court of competent jurisdiction shall declare any section of this Agreement invalid for any reason, all other sections shall remain in full force and effect.

33. CAMP shall comply with Exhibit A "Mandatory Equal Opportunity Language".

34. Whenever the consent of any party is required, such consent shall not be unreasonably withheld nor delayed.

35. During the performance of this contract, the Vendor shall knowingly not allow any employee 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), to be employed by the CAMP on the date that RENTER is utilizing CAMP property.

36. **Staff Background Checks:** Camp shall certify in writing that all its 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. This certification shall be provided by Camp to Renter prior to any of Camp's employees, or Camp's subcontractor's employees, coming in contact with any Renter pupils.

37. **Full Agreement:** The aforementioned represents the full Agreement between the parties in respect to the utilization of the CAMP (CAMP) by the RENTER.

38. **Assignment of Rights.** Except as specified in this Agreement, the rights and obligations of each party under this agreement are exclusive to that party and cannot be assigned or transferred to any other person, firm, organization, corporation or other entity without the prior written consent of the other party.

Date: _____ BY: _____ L.S.
James W. Edwards, Jr., CPA
Business Administrator/Board Secretary
Brick Township Board of Education

BY: _____ L.S.
Wendi Sue Grisanti
Assistant Director
Intentional Camping, Inc.
dba Pine Grove Day Camp