

AGREEMENT

This Agreement made this 19th day of April, 2017 by and between the Township of Florence, with an address of 711 Broad Street, Florence, New Jersey 08518, hereinafter referred to as the "Township" and Amusements of America, with an address of 24 Federal Road, Monroe Township, New Jersey 08831, hereinafter referred to as the "Vendor."

WITNESSETH

Whereas, the Vendor has received permission from the Township to use Township property, specifically the Nyikita Park, located at the intersection of Hornberger and 10th Ave, Roebling, New Jersey, 08554, (hereinafter the "event site") to host a carnival commencing on Thursday June 15, 2017 and ending on Sunday June 18, 2017, and to also set up carnival staff on Hornberger Avenue and Second Avenue; and

Whereas, the Vendor has contracted with the Roebling Museum and through this Agreement, the Township to provide paid attractions, shows, riding devices, tickets and ticket boxes, and food stands for the carnival as memorialized in the October 31, 2016 Agreement attached hereto; and

Whereas, the Township and Vendor (hereinafter collectively referred to as the "parties") seek to memorialize the above referenced Agreement and the parties hereby agree as follows:

1. In consideration of the use of all designated municipal property and/or facilities from June 15, 2017 to June 18, 2017, the Vendor agrees to indemnify and hold harmless the Roebling Museum and Township of Florence, its officers, agents and/or employees from any and all loss, damage or liability, including attorneys' fees and expenses incurred by the Township and Museum and their respective employees, agents, volunteers or other representatives arising out of or in any manner relating to the installation, operation, use or disassembly of any amusement ride equipment or device and/or supervision thereof arising out of the use of

5. The Vendor shall provide proof of registration of their amusement ride equipment, as well as a copy of the contractor's permit application for the rides being utilized for the member sponsored event. Once the equipment is delivered to the event site, a representative of the Museum shall confirm that the actual permit is affixed to the equipment and advise the Township's designee of same prior to usage by any patrons.
6. The Vendor acknowledges that the Township shall have no responsibility in carrying out any of the duties or obligations created as a result of the separate agreement between the Museum and Vendor. The Township shall work with representatives of the Vendor in a cooperative professional manner, but the Township is not responsible to provide any Township staff, volunteers, employees or representatives for the carnival. The Vendor shall be responsible for public notification of any restriction or changes in public access, ensuring compliance with ADA and providing accommodations for persons with disabilities and securing EMS and police services that may be required as a result of the carnival. The Vendor shall provide reimbursement to the Township for all services for police, crossing guards, and EMS.
7. In order to induce the Township to accept this hold harmless and indemnification agreement, the following information concerning the intended use of municipal property and/or facilities is provided:
 - a. The facilities will be used for the following purpose and no other:
 - i. Event: Roebling Carnival
 - ii. Date(s): June 15, 2017 to June 18, 2017
 - iii. Times: 6/15 and 6/16 are 5 pm to 10 pm; 6/17 is 4 pm to 11 pm and 6/18 is 4 pm to 10 pm, unless agreed otherwise by both parties.
 - iv. Rain Date: None

- b. The total number of persons anticipated to attend this event is 800 per day
- c. Alcoholic beverages will not be served.
- d. Live entertainment (will) be provided.
- e. Other _____

IN WITNESS THEREOF, the parties hereto have caused this document to be signed by its duly authorized officers on this ____ day of _____, 2017.

TOWNSHIP OF FLORENCE

BY: _____

AMUSEMENTS OF AMERICA

BY: _____