

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter this "Agreement") is made and entered into as of this 26th day of July, 2010, by and between TOWNSHIP OF WEST ORANGE (the "Township"), having an address of 66 Main Street, West Orange, New Jersey 07052 and the NATIONAL OVARIAN CANCER COALITION ("NOCC"), having an address of 2501 Oak Lawn Avenue Suite 435 Dallas, TX 75219.

WITNESSETH

WHEREAS, the Township, through the West Orange Downtown Alliance, has sponsored the Downtown Classic 5K run along Main Street in West Orange; and

WHEREAS, the Township has sponsored this run for several years and each year several hundred people have attended; and

WHEREAS, the Township now desires to enter into an agreement that would allow the NOCC to participate in this year's Downtown Classic 5 K run, which is scheduled to be held on October 3, 2010 (the "Event");

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. The Event shall be held on October 3, 2010 from approximately 9:30 a.m. to 1:00 p.m.
2. The Township be and hereby agrees to share with the NOCC, after subtracting any direct expenses incurred by either the Township and/or the West Orange Downtown Alliance, sixty five percent (65%) of the net profits generated from the Event. The remaining thirty-five percent (35%) of the net profits shall be retained by the Township. It is anticipated that profits will be generated from the registration fee paid by participants of the Event and any donations received by either the West Orange Downtown Alliance or the NOCC, its members or agents. The NOCC shall be entitled to receive an accounting of the money raised from the Event prior to the disbursement of any funds.
3. The NOCC will provide its own publicity and fundraising efforts for the Event in coordination with the West Orange Downtown Alliance. The West Orange Downtown Alliance reserves the right to approve any and all publicity/fundraising material that is distributed in connection with the Event. Any use of the NOCC name, logo, or stationery in mailings, advertising, or for the media shall be pre-approved by the NOCC.
4. The NOCC shall provide a representative who will be available and present at the Event for purposes of assisting the West Orange Downtown Alliance with any fundraising, public relations and/or marketing issues.

5. The NOCC shall provide proof of liability insurance with a minimum combined single limit of One Million (\$1,000,000.00) dollars for bodily injury and property damage. The NOCC shall provide an original Certificate of Insurance to this effect upon signing this agreement. The NOCC's policy shall name the Township of West Orange and the West Orange Downtown Alliance as additional insureds.

6. The NOCC agrees to defend, indemnify, hold and save harmless the Township and the West Orange Downtown Alliance, its respective members, officers, representatives, employees from and against any and all claims, suits, damages, judgments and expenses (including reasonable attorneys fees) resulting wholly or in part from any acts or omissions by the NOCC or the NOCC's agents, employees, guests, licensees, invitees, assignees or successors during the Event.

7. It is understood and agreed that all understandings and agreements heretofore had between the Township and the NOCC regarding the Event are merged in this Agreement, which alone fully and completely expresses their agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation not embodied in this Agreement, made by the other.

8. This Agreement may not be changed or terminated orally. It shall only be modified by written agreement.

9. The Parties hereby acknowledge that the Agreement shall be construed, interpreted and enforced in accordance with the laws (excluding conflicts of law principles) of the State of New Jersey, and before the courts of the State of New Jersey.

10. This Agreement may be executed in several counterparts, which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

TOWNSHIP OF WEST ORANGE

Dated: _____

Signed: _____

NATIONAL OVARIAN CANCER COALITION

Dated: 07/28/10

Signed: Vatiana Kuzniuk