

ATTACHMENT "A"

LICENSE AGREEMENT

By and Between

The Township of West Orange, a New Jersey Municipal Corporation, whose address is 66 Main Street, West Orange, New Jersey (the "Township"), as licensor,

and

Slide The City, LLC, a Utah Corporation, whose address is 59 West 100 South, Salt Lake City, Utah 84101 ("STC"), as licensee:

Recitals

WHEREAS, STC has recently organized and overseen inflatable-slide events in Salt Lake City, Utah; Boise, Idaho; and West Palm Beach, Florida; and

WHEREAS, the Downtown West Orange Alliance will hold its annual street fair on June 4, 2016 (the "Fair"); and

WHEREAS, the Township seeks to partner with STC in order to further enhance and promote the Fair; and

WHEREAS, there exists within the Township a section of Mount Pleasant Avenue between Brennan Drive and Main Street (the "Site"); and

WHEREAS, STC desires to use a portion of the Site, on the date of the Fair, for the temporary installation and temporary operation of an inflatable slide equipped with a re-circulating chlorinated water system; and

WHEREAS, the Township is willing to permit said use of the Site in accordance with the terms set forth below.

Agreement

The above Parties hereby agree to the following terms and conditions of this License Agreement.

1. Use of the Property

STC shall be permitted to use the Site for the temporary installation and temporary operation of an inflatable slide equipped with a re-circulating chlorinated water system (the "Slide") and anything else related to the operation of the Slide (the "Slide Equipment").

2. Term

STC's use of the Site, as set forth in Paragraph 1, shall be limited to the twenty (20) hour period between 4:00 a.m. and 11:59 p.m. on June 4, 2016, which shall include setup, dismantling, and cleanup activities (the "Term"). The Slide shall be in operation between 11:00 a.m. and 6:00 p.m. on June 4, 2016.

3. Fee and Charges

There shall be no fees or charges for STC's use of the Site during the Term.

4. Indemnification

STC expressly covenants and agrees to defend, indemnify and save harmless the Township, its agents, elected officials, and employees against and from any and all liabilities, obligations, damages, penalties, fines, claims, costs, liens, charges and expenses of any kind, including but not limited to attorney's fees, which may be asserted by third persons against the Township or its agents, elected officials, or employees by reason of or in connection with any one or all of the following:

- a. the activities of STC, its agents, employees, contractors, licensees or invitees;
- b. any negligent or otherwise wrongful act or omission on the part of STC or any of its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to persons located at the Site during the Term;
- c. any work or thing done in, on or about the Site either by or at the direction of STC, its agents, contractors, subcontractors, servants, employees, licensees or invitees, including but not limited to persons located at the Site during the Term;
- d. any accident, injury or damage to any person or property; and
- e. any violation by STC of any provision of any local, state or federal law or regulation.

5. Release of Claims by STC

STC releases and forever discharges the Township, along with any entities in which the Township has an interest, from any and all manner of waivable claim, known or unknown, civil or criminal, vested or contingent, asserted or unasserted, legal or equitable, that STC or its heirs, executors, administrators, successors and assigns ever had or may now have, as of the date upon which this License Agreement is executed, against the Township, of any nature or description, assertable in any forum, including but not limited to any claims arising from any damage to the Slide or Slide Equipment or any loss or diminishment of profits generated by STC for any reason.

6. Insurance

STC agrees to maintain a general liability insurance policy naming itself and the Township as named insureds in an amount not less than one-million dollars (\$1,000,000) per occurrence and two-million dollars (\$2,000,000) in the aggregate.

7. Security

STC shall be responsible for the compensation of five (5) extra duty West Orange Police officers for the twenty (20) hour duration of the event, and of one (1) extra duty West Orange Police officer for a sixteen (16) hour duration, at a rate of \$81/hour, totaling \$9,396.00 (the "Security Compensation"). In the event that the Township determines that any of the foregoing

extra duty officers are not needed, or are needed for a shorter duration than set forth above, the Security Compensation due to the Township by STC shall be reduced.

STC agrees to pay any other additional public safety charges incurred by the Township beyond its normal staffing requirements ("Additional Charges"). Any Additional Charges shall be set forth in an invoice to be furnished to STC by the Township by no later than June 30, 2016.

8. Escrow

By no later than May 29, 2016, STC shall deposit the sum of \$10,000 to be held in escrow by the Township to cover payment of the Security Compensation and, if applicable, the Additional Charges (the "Escrow"). The unexpended balance of the Escrow shall be returned to STC.

9. No Tobacco or Alcohol on Site

STC and its agents shall refrain from the use of tobacco, tobacco products, and/or alcohol on the Site and shall prohibit the use of tobacco, tobacco products, and/or alcohol on the Site.

10. Maintenance

STC shall maintain the Site in a neat, clean, and orderly manner free of all garbage, waste, litter and debris. All garbage receptacles placed on the Site shall be emptied and their contents disposed of as reasonably necessary throughout the Term. In addition, to the extent that the Township advises STC of any dangerous condition, STC agrees to immediately take all steps necessary and appropriate to eradicate the dangerous condition.

11. Pedestrian Barriers

STC shall be responsible for the payment, procurement, installation, and removal of pedestrian barriers to be positioned between public areas, on one side, and water and electrical sources contained in the area encompassing the Slide/Slide Equipment, on the other side.

12. Portable Restrooms

STC shall be responsible for the payment, procurement, installation and removal of twelve (12) portable restrooms to be positioned at the Site during the Term at a location designated by the Township.

13. Township's Provision of Emergency Services

The Township shall provide ambulatory and first aid services during the Term. To the extent possible based upon any emergencies that exist or may arise requiring alternate use of the Township's emergency resources, the Township will ensure that one (1) ambulance and two (2) emergency medical technicians are positioned at the Site during the Term.

14. Township's Right to Inspect Site

The Township may enter the Site at any time to inspect the Site as the Township deems necessary or desirable. STC shall have no claim or cause of action against the Township solely for entering the Site in accordance with this paragraph.

15. Compliance with Laws and Regulations

STC shall comply with and adhere to all laws and regulations while using the Site.

16. No Representations

Neither Party has made any representations or promises, other than those contained in this License Agreement or in some further writing signed by the Party making the representation or promise.

17. Permits and Approvals

STC hereby represents and warrants that it has obtained or shall obtain all necessary local, state, and federal permits and approvals in connection with the activities described herein.

18. Consideration

The Parties hereby acknowledge that the only consideration for executing this License Agreement is as set forth herein.

19. Waiver of Jury Trial

To the extent that waiver is permitted by law, the Parties waive trial by jury in any action or proceeding brought in connection with this License Agreement or any claims regarding the Site.

20. Choice of Law

This License Agreement shall be governed by the laws of the State of New Jersey.

21. Choice of Venue

Venue for the adjudication of any disputes arising from or in relation to this License Agreement shall lie exclusively in the Superior Court of New Jersey, Essex Vicinage.

22. Captions

The captions set forth in this License Agreement are included for convenience only and shall not be taken into consideration in any construction or interpretation of this License Agreement or any of its provisions.

23. Severability

If any provision of this License Agreement is declared by any Court or tribunal of competent jurisdiction to be illegal, void or unenforceable as written, the remaining provisions of this License Agreement shall nevertheless remain in full force and effect.

24. Ambiguity

The Parties further stipulate and agree that they have each had an opportunity to participate in the negotiation and drafting of this License Agreement, and that any ambiguity in this License Agreement will not be construed for or against either Party.

25. Access to Legal Counsel

The Parties further stipulate and agree that they each have had the opportunity to consult with legal counsel of their choosing prior to entering into this License Agreement, and that neither Party has relied upon any statement, representation or advice by the other Party's counsel.

26. Counterparts

This License Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

27. Amendments

This License Agreement may only be amended in writing, pursuant to an instrument executed by the Parties.

28. No Assignment

STC is not permitted to assign any aspect of this License Agreement to any entity or person without the express written consent of the Township, which consent may be withheld by the Township in the Township's sole discretion.

29. Notice

Notices and other communications provided herein shall be in writing and shall be deemed given only if delivered by registered or certified mail (return receipt requested) with postage and registration or certification fees thereon paid, or by any nationally recognized overnight courier, addressed to the Party at its address set forth below:

If to the Township:

Municipal Clerk
Township of West Orange
66 Main Street
West Orange, NJ 07052
Phone: (973) 325-4155
Fax: (973) 731-1196
E-Mail: kcarnevale@westorange.org

Richard D. Trenk, Esq.
Trenk, DiPasquale, Della Fera & Sodono, P.C.
347 Mt. Pleasant Ave., Suite 300
West Orange, NJ 07052
Phone: (973) 243-8600
Fax: (973) 243-8677
E-mail: rtrenk@trenklawfirm.com

If to STC:

Erin Gehring
Slide The City, LLC
59 West 100 South
Salt Lake City, UT 84101
Phone: (801) 528-8395
E-Mail: erin@slidethecity.com

The foregoing terms and conditions are agreed to and stipulated by:

WITNESS:

Dated:

SLIDE THE CITY, LLC

By: Erin Gehring

Title: Event Director

WITNESS:

[Signature]

Dated:

TOWNSHIP OF WEST ORANGE

By: _____

Robert D. Parisi, Mayor