

AGREEMENT

THIS AGREEMENT entered into this _____ day of October, by and between American Multi-Cinema, Inc. (AMC), and the Township of West Orange ("Township").

Recitals

WHEREAS, AMC is the owner of property, as more specifically described below; and

WHEREAS, the West Orange Police Department, which is an agency of the Township, desires to use the property for law enforcement activities and training;

Now, therefore, the Parties agree as follows:

1. Use of Property – AMC is the owner/leasee of property located at 495 Prospect Avenue in West Orange, Essex County, New Jersey (the "Property"). The Property consists primarily of the AMC Essex Green 9 Dine-In Movie Theatre. AMC agrees that the Township may enter the Property at a time to be selected by the parties for the purpose of conducting law enforcement activities and training.
2. Hold Harmless - In consideration for permission to use the Property, the Township agrees to defend, indemnify and hold harmless AMC and the agents, servants and employees of that entity, from any and all losses or causes of action, suits, proceedings, judgments, costs or damages (including, without limitation, reasonable attorneys fees and costs) that may arise, including those for property damage and personal injury, including worker's compensation claims, as the result of the use of this property by the Township, its agents and employees, including claims by third parties present at the event .
3. Expiration – This Agreement shall be valid and in effect through October 15, 2014, at which time it shall expire and be null and void unless a new Agreement is executed by the Parties except that the provisions of paragraph two (2) above shall survive the expiration of the Agreement.
4. The Township agrees that all media statements and requests by media outlets to film the training will require the approval of the AMC media relations department in advance of the training date and prior to release.

5. The Township agrees to provide AMC with proof of insurance as specified by AMC or submit proof of self-insurance satisfactory to AMC prior to the date of the training.

American Multi-Cinema, Inc.

Township of West Orange

By _____

By _____

Title _____

Title _____