

## LICENSE AGREEMENT

THIS AGREEMENT, is made on December\_\_\_\_, 2015 by and between WEST MORRIS AREA YMCA, a non-profit membership corporation of the State of New Jersey maintaining their principle place of business at 14 Dover Chester Road, Randolph, New Jersey 07869, hereinafter called "THE Y", and THE BOARD OF EDUCATION OF THE TOWNSHIP OF RANDOLPH, a public body corporate and politic of the State of New Jersey with offices at 25 School House Road, Randolph, New Jersey 07869, hereinafter called "the BOARD ."

In consideration of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

### **FIRST:**

THE Y hereby grants to the BOARD a free one-time month of membership to "THE Y" for all Randolph school district employees and students twelve (12) years old or older. This offer will be for one-time and proof through ID will be required. The membership terms are as follows: (1) Students 12 and 13 must complete the youth conditioning program for a fee of \$35.00 to be authorized to utilize the cardio room, track area and machine weights; (2) Students 14 and older can participate in lap swimming according to pool swim schedule; (3) Students 16 and older can participate in group fitness classes; (4) Existing Y members will receive a one-time one month extension to their current membership.

As to programs: (1) Students under 12 will receive 50% off their first session of swim lessons; (2) 50% off one week of camp if they sign up for two (2) or more sessions. This offer will be for a one-time basis only. Existing program participants will receive the same benefit. Once again, ID will be required.

If default shall be made in any of the conditions or agreements herein contained on behalf or part of the BOARD or to be kept or performed, this license, and each License Term, shall at the option of THE Y, terminate ten (10) days after notice of such election. Such election shall be sent to the BOARD and addressed to the BOARD at the address set forth in the opening paragraph. The BOARD shall have the right to terminate this License with or without cause and without penalty of any kind by providing THE Y thirty (30) days written notice. THE Y shall have the right to terminate this License with or without cause and without penalty of any kind by providing the BOARD within 60 days notice prior to the termination of the License Term as described in the First Paragraph. Notice of termination shall be provided to THE Y or the BOARD, as the case may be, in accordance with the Paragraph that sets forth notice requirements.

### **SECOND:**

The BOARD agrees that the performance hereof by the BOARD as provided within this agreement shall not in any way restrict the right of THE Y

to terminate this agreement as provided in the previously set forth Paragraph, nor be construed as establishing any term during which the agreement is to continue except as provided in the initial Paragraph.

**THIRD:**

In exchange for the terms as set forth in the first paragraph of this agreement, the BOARD shall provide to THE Y the following:

(1) This License Agreement shall be for a period of five (5) years;

(2) no less than ten (10) fifty-four (54) passenger school buses to be used for the transportation of day campers, boys and girls ages 3 to 14, and adult staff beginning in:

- (a) June 2016 through August 2016;
- (b) June 2017 through August 2017;
- (c) June 2018 through August 2018;
- (d) June 2019 through August 2019; and
- (e) June 2020 through August 2020,

(each period from June through August shall be designated as a "License Term") and

(3) with reasonable advance notice, up to two (2) buses on any Saturday or Sunday or during the hours after 4:30 p.m. any Monday through Friday that school is in session from:

- (a) September 2015 through June 2016;
- (b) September 2016 through June 2017;
- (c) September 2017 through June 2018;
- (d) September 2018 through June 2019; and
- (e) September 2019 through June 2020.

THE Y shall pay to the BOARD \$1.75 per mile for each mile logged by THE Y. The BOARD shall be responsible for all gas, maintenance and repair to the buses. THE Y shall provide a trip log detailing the mileage of each trip for that particular month to the BOARD and the BOARD will submit an invoice to THE Y with the rate as set forth above.

The per mileage can change during years two (2) through five (5) depending on the cost of fuel and oil.

**FOURTH:**

During each License Term one or more of the buses may be stored at THE Y's premises or such other location as THE Y may determine including but not limited to a location at Long Valley, NJ or at the BOARD'S facility located on Millbrook Avenue Sussex Turnpike, Randolph, NJ.

**FIFTH:**

THE Y shall cause the buses to be operated by servants, agents or employees of THE Y who are properly licensed to do so. The bus operators will be off-duty Board personnel employed by THE Y during the periods set forth above in the Third paragraph.

**SIXTH:**

THE Y covenants and agrees to provide and to keep in force during the License Terms and any extensions and renewals, statutory Workers' Compensation insurance coverage.

**SEVENTH:**

The BOARD agrees to maintain all buses in good condition and repair and shall immediately replace any bus which shall become disabled at the place of failure.

**EIGHTH:**

THE Y shall assume all risks of and liability for and shall indemnify, defend, protect and hold harmless, and hereby releases the BOARD and each and every of its officers, agents, servants and employees, and its successors and assigns, of, from and against any and all liability, losses, injuries, deaths, damages, claims, demands, suits, actions, fees, costs, charges or judgments which may in any manner arise out of or result from any and all phases of the use of the buses by THE Y, excluding physical damage to a bus. Notwithstanding the provisions shall not apply to risks of and liability which may in any manner arise out of or result from any and all phases of the conditions of the buses relating to bus maintenance.

**NINETH:**

The BOARD agrees to provide and to keep in force during the License Terms and any extensions and renewals, automobile liability insurance in the amount of \$6,000,000.00 combined single limit/bodily injury and property damage, as well as collision and comprehensive insurance that will insure the buses for fair market value.

A Certificate of Insurance showing that such automobile policy is in full force and effect together with evidence of payment shall be delivered to THE Y. The policy shall be non-cancellable except upon thirty (30) days prior written notice to THE Y and no more than ten (10) days notice for non-payment of premium. The automobile insurance shall be issued in the name of the BOARD, naming THE Y as an additional insured and shall be written by an insurance company with a Best's rating of A or higher.

THE Y covenants and agrees to provide and to keep in force during the License Terms and any extensions and renewals, automobile liability insurance in the amount of \$6,000,000.00 combined single limit/bodily injury and property damage. Each such automobile insurance policy to be carried by THE Y shall contain a clause that such policy and the coverage evidenced thereby, excluding collision and comprehensive coverage covering the fair market value of the buses, shall be primary to any automobile policy carried by the BOARD, and that any automobile liability insurance carried by the BOARD for bodily injury and property damage, excluding collision or comprehensive insurance covering the fair market value of the buses, shall be excess insurance coverage to THE Y's automobile insurance coverage as it relates to bus transportation operations.

A Certificate of Insurance showing that such policy is in full force and effect together with evidence of payment shall be delivered to the BOARD. The policy shall be non-cancellable except upon thirty (30) days prior written notice to the BOARD and no more than ten (10) days notice for non-payment of premium. Insurance shall be issued in the name of THE Y naming the BOARD as an additional insured with respect to the negligence of the THE Y and shall be written by an insurance company with a Best's rating of A or higher.

**TENTH:**

All notices required or permitted to be made under this agreement shall be made in writing and shall be sent to the name and address and facsimile number indicated below:

To THE Y:

West Morris Area YMCA  
Attn: William Lamia, CEO  
14 Dover Chester Road  
Randolph, NJ 07869  
973-366-8025

To THE BOARD:

Randolph Township Board of Education  
25 School House Road  
Randolph, NJ 07869  
973- 361-2405

**ELEVENTH:**

This agreement is (a) made on \_\_\_\_\_ day of December 2015 in the State of New Jersey and shall be governed by New Jersey law and all disputes shall be resolved by the Courts of the State of New Jersey, (b) the entire agreement between the parties and may not be modified or amended except by a written document signed by the party against whom enforcement is sought and no statement, remark, agreement, or understanding, oral or written, not contained herein, will be recognized or enforced, (c) may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement and (d) may not be assigned or delegated by either party without the prior written consent of the other party and attempt to do so shall be null and void. Neither party shall be liable to the other for failure to perform its obligations under this agreement due to fire, flood, strikes, or other industrial

disturbances, accidents, war, riot, insurrection, or other causes beyond the reasonable control of the parties.

**IN WITNESS WHEREOF**, THE Y has caused this agreement to be signed by its proper officer or agent duly authorized and the BOARD has signed the same as of the day and year first aforesaid.

**WEST MORRIS AREA YMCA**

**BOARD OF. EDUCATION OF THE TOWNSHIP OF RANDOLPH**

By: \_\_\_\_\_  
William Lamia, Executive Director

By: \_\_\_\_\_  
Tammy MacKay, President

By: \_\_\_\_\_  
Gerald Eckert, Secretary