

## AGREEMENT

This Agreement made on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Maurice River Township, (hereinafter "Township") with an address at 590 Main Street, Leesburg, New Jersey 08327; and \_\_\_\_\_ (hereinafter "Veteran"), with an address at \_\_\_\_\_ (*name*), hereby agree to the following:

**WHEREAS**, Township is a municipality of the State of New Jersey; and

**WHEREAS**, veteran is a military veteran of the Armed Forces of the United States; and

**WHEREAS**, the New Jersey Department of Environmental Protection (hereinafter "NJDEP") is the owner of certain real property located on Route 47, Maurice River Township, also known as Block 250, Lot 16, on the Maurice River Township Tax Map, said land presently being vacant; and

**WHEREAS**, NJDEP has agreed to permit honorably discharged military veterans to conduct vending activities on the premises noted with the understanding that the Township shall regulate use of said premises on behalf of NJDEP and with the understanding that the State of New Jersey and NJDEP shall be protected from liability for any claims which may result from the use of said premises as set forth herein; and

**WHEREAS**, as and for the right to utilize said premises without cost, veteran agrees to indemnify and otherwise hold harmless the Township, NJDEP and the State of New Jersey.

**NOW, THEREFORE**, veteran agrees as follows:

1. The veteran agrees to indemnify, hold harmless, and covenants to defend, protect, and save harmless the Township, NJDEP, the State of New Jersey and each of their officers, their agents, their servants and their employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damages") arising, or claimed to arise, from, in connection with, or as a result of, the veteran's use of the premises. This shall include any and all claims to include claims for death or bodily injury, property damage claims, contract claims and any other claims whatsoever.
2. This Indemnification shall include any and all costs of defense to include attorney fees and costs, together with any judgments, settlements or payments made or to be made to any individual or group as a result of claims as set forth above.
3. This Indemnification Agreement shall constitute a legal, valid and binding obligation of the veteran, enforceable in accordance with its terms and shall inure to the benefit of the parties and their successors and assigns.
4. This Indemnification Agreement shall be effective upon signature by the veteran.
5. The terms and conditions of this Indemnification Agreement are contractual in nature and are not a mere recital. This Agreement shall be governed by and

interpreted according to and enforced in accordance with the remedies provided by the laws of the State of New Jersey and any legal actions filed shall be filed in the courts of the State of New Jersey.

6. The invalidity or unenforceability of any provision of this agreement shall in no way affect the validity or enforceability of any other provision.
7. The veteran expressly represents and warrants that the execution, delivery and compliance with the terms of this agreement have been duly and validly authorized, that the person executing this agreement has full authority to do so.
8. The veteran, Township and Department shall, as soon as practicable after a claim has been made against any of them, give written notice thereof to the other, along with full and complete particulars of the claim. If suit is brought against the veteran, the Township, the Department, or any of their agents, servants, or employees, the party sued, or with agents, servants, or employees sued, shall expeditiously forward or have forwarded to the other every demand, complaint, notice, summons, pleading, or other process received by or then in their possession or the possession of its representatives.
9. The veteran shall at all times be in compliance with the Township's insurance, and shall at all times be in compliance with the Township's rules and ordinances. Failure to remain in compliance with such requirements shall result in termination of this Agreement.
10. The veteran shall at all times be in compliance with the statutes and regulations of the State of New Jersey. Failure to maintain compliance shall result in termination of this Agreement.

**IN WITNESS THEREOF**, the veteran has hereinto set his hands and seals.

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*WITNESS*

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*VETERAN*

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*WITNESS*

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*MAURICE RIVER TOWNSHIP*