

MEMORANDUM OF AGREEMENT

THIS MEMORANDUM OF AGREEMENT (hereinafter this "Agreement") is made and entered into as of this ____ day of July, 2014, by and between the 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, Texas 75219.

WITNESSETH

WHEREAS, the Township, through the Downtown West Orange Alliance ("DWOA"), has sponsored the Downtown Classic 5K Run (the "Downtown Classic") along Main Street in West Orange; and

WHEREAS, the Township has sponsored the Downtown Classic 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, which is scheduled to be held on Sunday, September 14, 2014 (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 Sunday, September 14th, 2014 from approximately 9:30 a.m. to 1:00 p.m.
2. The Township shall and hereby does agree to share with the NOCC, after subtracting any direct expenses incurred by either the Township and/or DWOA ("Net Profits"), seventy percent (70%) plus \$4,000.00 of the Net Profits generated from the Event. It is anticipated that profits will be generated from the registration fee paid by participants of the Event and any donations received by either DWOA or the NOCC, its members or agents. The NOCC shall be entitled to receive an accounting of the moneys raised from the Event.
3. The NOCC will provide its own publicity and fundraising efforts for the Event in coordination with the DWOA. DWOA 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 Downtown West Orange 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 Dollars (\$1,000,000.00) 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 Downtown West Orange Alliance as additional insureds.

6. The NOCC agrees to defend, indemnify, hold and save harmless the Township and the Downtown West Orange 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 the terms of this Agreement, and that the same is entered into after full investigation, neither party relying upon any statement or representation made by any other party but not embodied in this Agreement.

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: _____

Robert D. Parisi, Mayor

Dated: _____

Signed: _____

Karen J. Carnevale, Municipal Clerk

DOWNTOWN WEST ORANGE ALLIANCE

Dated: _____

Signed: _____

John McElroy, Chairman

NATIONAL OVARIAN CANCER COALITION

Dated: _____

Signed: _____