

RIGHT OF ENTRY PERMIT AND INDEMNIFICATION AGREEMENT

BOY SCOUTS OF AMERICA – GARDEN STATE COUNCIL

This Agreement, made effective as of the 7th day of Sept., 2017, by and between the Delaware River Port Authority (“DRPA”) and its wholly owned subsidiary the Port Authority Transit Corporation (“PATCO”), hereinafter collectively referred to as the (“Owner”) and Boy Scouts of America – Garden State Council, having its principal place of business at 693 Rancocas Road, Westampton, NJ 08060 (hereinafter referred to as “Grantee”), based upon valuable consideration, the DRPA hereby grants to Grantee a right of entry permit upon the following terms and conditions:

1. **Right of Entry.** Owner hereby grants to Grantee a non-exclusive, revocable right to enter upon the Lands described in paragraph 2 of this Agreement for the purpose of conducting its 2017 Popcorn Sale (the “Project”). During the term of this Permit, Owner retains the right to enter upon the Lands defined in paragraph 2, but acknowledges that it will avoid interfering with Grantee’s work. Grantee is prohibited from blocking any exits, entrances, stairs, escalators, elevators, walkways, telephones, vending machines and benches. The location of Grantee is at the sole discretion of Owner. Owner further reserves the right to relocate Grantee for any reason and at any time. Owner further retains the right to temporarily halt the Project if the Owner, in its sole discretion, determines that the Lands are required for use by Owner or its contractors, agents, employees, or representatives. This Permit does not convey Grantee any property interest in the Lands and allows Grantee access to the Lands for purposes of the Project only.

2. **Lands.** The term “Lands” as used and affected by this Permit shall mean the lobby areas of the following PATCO facilities: Ashland, Broadway, City Hall, Collingswood, Ferry Ave, Haddonfield, Lindenwold, Westmont, and Woodcrest Stations.

3. **Term.** The Lands will be available to Grantee for the purposes set forth in this Permit between the hours of 4:00 p.m. and 7:30 p.m. on the following dates: Friday, September 8, Friday, September 15, Friday, September 22, Friday, September 29, Friday, October 6, Friday, October 13, Friday, October 20, and Friday, October 27, 2017. The Parties may extend the term of this Permit by execution of a subsequent written agreement between the Parties. Whenever the Owner, in its sole discretion, determines that the Lands are required for its temporary purposes, the Owner may use all or any part of the Lands with no notice to Grantee. In such instances, Owner will notify Grantee and Grantee agrees that it will immediately suspend the Project until it is notified by Owner that it may resume. Owner may terminate this Permit upon three (3) days written notice in the event that the Owner, in its sole discretion, determines that the Lands are required by the Owner. Actions by the Owner described in this paragraph will not entitle Grantee or any contractor, consultant, agent, employee and/or representative of Grantee to any compensation or damages of any nature whatsoever as a result of the use by the Owner of the Lands.

4. **Condition of the Lands.** The Owner makes no representations or warranties to the Grantee with respect to the Lands or the suitability of the Lands for the popcorn sale.

Grantee acknowledges and agrees that it has examined the condition of the Lands and has found the same to be satisfactory for all intended purposes hereof. Grantee further acknowledges and agrees that the Owner has made no representations or warranties concerning the permitted uses of the Lands.

- A. **Grantee's Obligation to Restore Lands:** During the term of and at the termination of this Agreement, Grantee shall have the obligation to restore, at its sole cost and expense, the Lands and/or any other Owner property, material or equipment altered and/or damaged by the Grantee, its employees, agents, servants, employees, contractors, consultants in furtherance of the purpose of this Agreement. All such repairs and restoration must be accomplished to the satisfaction of the Owner.

- B. **Grantee's Obligation re: Its Property, Equipment, Machinery & or Stored Material:** Grantee shall comply with the insurance provisions of Section 9 and warrant and guarantee that its respective contractors, consultants, agents, and representatives maintain insurance on Grantee's and their owned or leased equipment, tools, trailers, etc. Grantee is responsible for any damage to their work, materials, equipment, tools, etc. Under no circumstances will Owner assume any liability or otherwise offer to indemnify any party for loss, theft, damage or disappearance of such items stored on its premises throughout the duration of the contract.

5. **Site Storage, Security & Safety.** Grantee is solely responsible and assumes all risk for the safety and security of persons and property that enter onto the Lands pursuant to this Permit and Owner shall not have any responsibility or liability in this regard, including but not limited to that associated with theft, vandalism, damage, destruction, property damage or bodily injury. Children under the age of 18 years must be accompanied by an adult at all times.

6. **Maintenance.** Grantee, at its sole cost and expense, is responsible to maintain the Lands in a neat and clean condition and shall immediately remove any and all debris and trash resulting from the use of the Lands by Grantee, its contractors, consultants, agents, employees and/or representatives. Upon expiration of the Term of this Permit, Grantee is responsible, at its own expense, to restore the Lands to their original condition and to undertake all repairs required to be made to the Lands as a result of damage caused by Grantee, its contractors, consultants, agents, employees and/or representatives.

7. **Legal Compliance.** Grantee will comply with all federal, state and local laws, rules, regulations, directives and ordinances associated with its use of the Lands, including but not limited to any and all federal, state and local telecommunications and environmental laws, rules, regulations, directives or ordinances.

8. **Indemnification by Grantee.** Grantee agrees to defend, indemnify and protect and hold harmless the DRPA/PATCO, its officers, commissioners, directors, members, agents, servants and employees from and against any and all suits, claims, liabilities,

losses, judgments, demands and tender payments for damages arising from claims by third parties, of whatsoever kind or nature, including, but not limited to, reasonable expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or other expenses recoverable under applicable law, which may be suffered by or accrue against, be charged to or recoverable from the DRPA/PATCO, its officers, commissioners, directors, members, agents, servants and employees regardless of whether a suit has been filed or initiated but only upon receipt of a written notice alleging a wrongful act (collectively "Claims") to the extent arising from the willful misconduct, reckless, grossly negligent or negligent performance of or omission of performance of the services provided under this Agreement. This includes but is not limited to Claims caused in part by the DRPA/PATCO, its officers, commissioners, directors, members, agents, servants and employees or which are based on strict liability. However, Grantee shall not be required to defend or indemnify the DRPA/PATCO, its officers, commissioners, directors, members, agents, servants and employees for that portion of any claim, suit, action, damage or cost which is caused by the willful misconduct, reckless or grossly negligent act or omission of the DRPA/PATCO, its officers, commissioners, directors, members, agents, servants and employees.

In any and all Claims against the Grantee alleging its own independent fault by any employees of the Grantee, anyone directly or indirectly employed by the Grantee or anyone for whose acts the Grantee may be liable, Grantee explicitly and unequivocally agrees to indemnify DRPA/PATCO and the indemnification obligation under this Agreement shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Grantee under workers' compensation acts, disability benefit acts, or other employee benefits acts or any other legal or contractual provisions.

Promptly after receipt by DRPA/PATCO of notice of any claim, liability or expense, DRPA/PATCO shall give timely written notice to Grantee, but the omission to so notify the indemnifying party promptly will not relieve the indemnifying party from any liability except to the extent that Grantee shall have been materially prejudiced as a result of the failure or delay in giving such notice. Grantee understands and agrees that the defense and indemnification of the DRPA/PATCO under the terms and conditions of this document begins when a claim is brought against the DRPA/PATCO, its officers, commissioners, directors, members, agents, servants and employees or the moment the DRPA/PATCO, its officers, commissioners, directors, members, agents, servants and employees receives notice of the Claim. The obligations of Grantee shall survive the termination of this Agreement or the completion by Grantee of its obligations under this Agreement.

9. **Insurance.** Grantee is required to maintain insurance covering applicable risks of loss in accordance with the Certificate of Insurance, dated August 2, 2017 attached hereto as Exhibit A, which has been approved by the DRPA Office of Risk Management.

10. **Assignment of Rights.** The Grantee shall not voluntarily, or involuntarily, assign, sublicense or transfer its right of access to the Land or any part thereof without the prior

written consent of the Owner in each instance. Owner's consent to any sublicense, assignment or transfer shall not constitute a waiver of the necessity of obtaining the consent of the Owner for subsequent assignments, sublicenses, or transfers. The Owner specifically reserves the right to withhold its consent to any sublicense, assignment or transfer of any nature; however, the Owner will not unreasonably deny consent. Assignment without the consent of the Owner, including assignment by operation of law, shall constitute an event of default, and the Owner at its option may exercise its right to terminate this Agreement as set forth in Paragraph 3. In no event, whether with or without the consent of the Owner, shall any assignment relieve the Grantee of liability under the terms, conditions and provisions of this Agreement.

11. **Compliance With Applicable Laws.** The Grantee shall from the date of the execution of this Agreement, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations in existence from time to time and enforced and promulgated by all federal, state, county, municipal bodies and agencies having jurisdiction thereof, relating to the use permitted hereunder, and obtain all licenses and permits as may be necessary to comply therewith.

12. **Application of Laws and Regulations.** By entering into this Agreement, the DRPA does not consent, either expressly or impliedly, to the jurisdiction or application of any laws, regulations, procedures or requirements of any governmental, quasi-governmental or other political entity that would otherwise not be applicable to the DRPA.

13. **Jurisdiction and Venue.** This Agreement shall be deemed to be a contract under, and for all purposes shall be governed by, construed, and interpreted in accordance with the laws of the State of New Jersey, without regard to conflict of law principles or canons of construction which require interpretation against the drafter. The state and federal courts in the State of New Jersey shall have sole jurisdiction to resolve any disputes arising hereunder.

14. **Entire Agreement.** This document contains the entire agreement of the Parties in connection with the purpose of this Agreement and shall be binding on their respective executors, administrators, legal representatives, successors, and assigns. This Agreement may not be amended or altered without the written consent of both parties hereto.

15. **Waiver.** A waiver by any party of a breach or default by the other party of any provision of this Agreement shall not be deemed a waiver of future compliance therewith, and such provisions shall remain in full force and effect.

16. **Captions.** All headings preceding the text of the several sections and paragraphs hereof are inserted solely for the convenience and reference of the parties and shall not constitute a part of this Agreement, nor shall they affect their meaning or interpretation thereof.

17. **Severability.** If any provision of this Agreement shall be invalid or unenforceable, in whole or in part, such provision and this Agreement shall be deemed and construed to

be modified or restricted to the extent that and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement as the case may require.

18. **Modification.** Unless otherwise authorized by this Agreement, all modifications must be in writing and signed by both parties to be valid.


19. **Definition of the Interest of the Parties.** It is expressly understood that the Owner and Grantee are not partners or joint venturers for purposes of this Agreement. The Grantee agrees that it is not and will neither hold itself out as, nor claim to be, an agent, officer, employee or a contractor of the Owner, by reason hereof, and that it will not make any claim demand or application to or for any right or privilege applicable to an agent, director, officer, employee, or contractor of the Owner.

IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

DELAWARE RIVER PORT AUTHORITY


John T. Hanson
Chief Executive Officer

BOY SCOUTS OF AMERICA – GARDEN
STATE COUNCIL

By: 
Robert Hayes
Assistant Scout Executive/Chief Operating

Officer

Reviewed by Office of
General Counsel and
Approved as to Legal
Form.

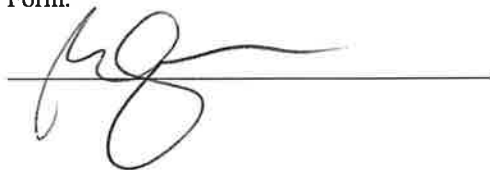


EXHIBIT A



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MHBT Inc. 8144 Walnut Hill Lane, 16th Fl Dallas TX 75231	CONTACT NAME: PHONE (AC, No, Ext): 972-770-1600 FAX (AC, No): 972-770-1699 E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Old Republic Insurance Co. 24147 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED: Boy Scouts of America, National Council and All of its affiliates and subsidiaries including: Garden State Council 693 Hancock Road Westampton NJ 08060	

COVERAGES **CERTIFICATE NUMBER:** 1862740137 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-ECT <input type="checkbox"/> LOC	Y	MWZY3099Z7 MWZC3099Z5	3/1/2017 3/1/2017	3/1/2018 3/1/2018	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$2,000,000
						PRODUCTS - COMP/OP AGG	\$
							\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE COV RETENTION \$					EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS	OT-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is named as an additional insured by virtue of a written or oral contract or by the issuance/existence of a permit or certificate of insurance but only with respect to operations by or on behalf of the Insured, or to facilities of, or facilities used by the Insured and then only for the limits of liability specified in such contract for the event specified herein.
 Garden State Council 2017 Popcorn Sale at PATCO train stations on September 8, 15, 22, 29 and October 6, 13, 20 and 27.

CERTIFICATE HOLDER Delaware River Port Authority and PATCO One Port Center 2 Riverside Drive Camden, NJ 08101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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