

**INTERLOCAL SERVICE AGREEMENT
FOR THE USE OF PARK FACILITIES AT WEST PARK
AVENUE RECREATION AREA, TINTON FALLS, NEW JERSEY
BY THE BOROUGH OF EATONTOWN**

This Agreement is entered into this 15 day of March, 2006,
between

BOROUGH OF EATONTOWN, a Municipal Corporation of the State of New Jersey, located at 47 Broad Street, Eatontown, New Jersey 07724,

hereinafter referred to as "Eatontown".

And

BOROUGH OF TINTON FALLS, a Municipal Corporation of the State of New Jersey, with principal offices located at 556 Tinton Avenue, Tinton Falls, New Jersey 07724-3298,

hereinafter referred to as "Tinton Falls".

WHEREAS, pursuant to the Interlocal Services Act, N.J.S.A. 40:8A-1 et. seq., any local unit of the state of New Jersey may enter into a contract with another local unit or units for joint provisions within their several jurisdictions for the benefit of the citizens of both jurisdictions; and

WHEREAS, Tinton Falls has constructed and developed a recreation area known as the West Park Avenue Recreation Area, which includes many recreational facilities, including football fields, which could benefit both Tinton Falls and other neighboring municipalities; and

WHEREAS, Eatontown, through its Recreation Department and through various recreation programs interacts with private, non-profit organizations that provide recreational activities that benefit the residents of Eatontown, as well as the residents of Tinton Falls; and

WHEREAS, it is in the best interest of Eatontown and Tinton Falls, that both municipalities allow their public and private recreational programs and organizations, to utilize the facilities at West Park Avenue Recreation Area; and

WHEREAS, Eatontown, in consideration of the mutual benefits in using facilities located in Tinton Falls, should provide some financial consideration towards the improvements made at West Park Avenue Recreation Area.

NOW, THEREFORE, in consideration of the mutual promises and covenants, herein contained, the parties hereto agree as follows:

1. Nature and Extent of Services: It is recognized between the parties that Tinton Falls has undertaken the development of a recreational area, known as West Park Avenue Recreation Area, which is a multi-activity recreation area, which includes, but is not limited to, football fields. It is also recognized that many activities and organizations, which are either part of the Eatontown Recreation Department, or involve private, non-profit organizations within Eatontown, consists of participants who live in both Eatontown and Tinton Falls and is in need of recreational facilities. Tinton Falls agrees to allow such private organizations and Eatontown recreation activities to use the facilities at West Park Avenue Recreation Area, under the terms and conditions usually allowed and required by organizations that make use of the facilities in general.

2. Standards and Allocation of Responsibility: It shall be acknowledged that title and ownership, maintenance and management, shall be the sole right and responsibility of Tinton Falls. It shall be acknowledged that Eatontown shall have no responsibility for supervision, maintenance, improvements, expansion or the payment of any type of in kind or monetary contribution towards these responsibilities and functions other than that set forth more fully below.

3. Consideration: In consideration for the promises and covenants set forth above, Eatontown shall provide Tinton Falls with a contribution towards the West Park Avenue Recreation Area, to be utilized by Tinton Falls in its sole discretion with regards to either the creation, improvements, maintenance or development of the West Park Avenue Recreational Area, of \$250,000.00, with payment of \$125,000.00 within sixty (60) days of execution of this Agreement, and another payment of \$125,000.00 by the end of year 2006.

4. Duration of Contract: This Agreement shall be for a period of ten (10) years, commencing the date of full execution of this Agreement. This Agreement may be negotiable at the end of the ten (10) year period for an extension of additional years.

5. Arbitration: Any controversy or claim arising out of or relating to this Agreement or a breach thereof shall be settled pursuant to the laws of the State of New Jersey by arbitration in accordance with the Rules that exist in the American Arbitration Association or similar Arbitrator and judgment upon an award rendered pursuant to such arbitration maybe entered into in any court in the State of New Jersey.

6. Records: Tinton Falls shall be responsible for documenting and maintaining records of all use of the West Park Avenue Recreational Area by parties subject to this Agreement with special priority attention to the Pop Warner fields being made available.

7. Insurance and Indemnification: The parties hereby agree that Tinton Falls shall maintain property and liability insurance on the West Park Avenue Recreation Area and its use and shall provide proof of liability insurance, if requested by Eatontown, and maintain said insurance on said facilities. It is hereby agreed that Tinton Falls shall be responsible for any liability or damages arising from the use of the West Park Avenue Recreation Area and shall hold Eatontown harmless of any such liability and indemnify and reimburse the Borough for any costs or damages arising from claims against Eatontown, due to activities occurring in the West Park Avenue Recreation Area and arising from the activities permitted by this Agreement, including reasonable attorney's fees incurred by Eatontown in defense of such actions. The Borough of Eatontown shall be responsible for any activities sponsored, conducted or supervised by the Borough of Eatontown or its Recreation Department in the West Park Avenue Recreation Area, and shall hold Tinton Falls harmless from any liability arising from such activities and indemnify and reimburse Tinton Falls for any costs or damages arising from claims against Tinton Falls due to activities in the West Park Avenue Recreation Area, which are sponsored, conducted and/or supervised by the Borough of Eatontown or its Recreation Department, including reasonable attorney's fees incurred by Tinton Falls in defense of such actions. Activities sponsored by private organizations not associated directly with the Borough of Eatontown or its Recreation Department shall remain the responsibility of Tinton Falls.

8. Governing Law: The contract shall be governed and construed in accordance with the laws of the State of New Jersey.

9. Independent Counsel: The Parties hereby acknowledge that they have independent legal counsel of their own choosing in order to have this contract reviewed and approved and in order to receive independent and separate advice regarding every aspect of this Agreement.

10. Voluntary Execution and Authority: The parties each acknowledge and represent that this Agreement has been executed by them and each of them free from persuasion, fraud, undue duress or economical, physical duress of any kind exerted by the other or other persons. The parties also hereby acknowledge that this Agreement has been approved by Ordinance by the respective parties' governing bodies.

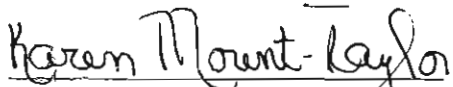
11. Partial Invalidity: If any term, covenant or condition of this contract or the application of the contract to any entity or circumstances shall, to any extent invalid or unenforceable, the remainder of the contract, or the application of such term, covenant or condition to the entity or the circumstances other than those to which it is held invalid or unenforceable, shall not be affected by each term, covenant or condition of this contract and shall be valid and shall be enforced to the full extent provided by law.

12. Cooperation Between the Parties: The parties hereby promise that they will notify each other and cooperate with each other with regards to the use of the West Park Recreation Area by the Borough of Eatontown, as well as activities and organizations sponsored by the Borough of Eatontown.

13. Entire Agreement: This contract sets forth all the covenants, agreements and understandings between the parties concerning the contract premises, the parties respectfully acknowledge that there are no covenants, promises, agreements or representation, inducements, conditions either oral or written between the parties other than those set forth in the contract. No alterations, amendments, changes or additions to this contract shall be binding upon either party unless reduced in writing and signed by each party.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals the day and year first above written.


ATTEST: (Affix Seal)


Karen Mount-Taylor, Borough Clerk

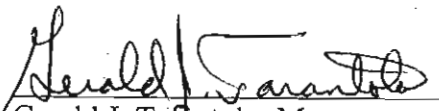
BOROUGH OF TINTON FALLS


Peter MacLearie, Mayor

ATTEST: (Affix Seal)


Karen Siano, Borough Clerk

BOROUGH OF EATONTOWN


Gerald J. Tafaantolo, Mayor