

## USE AGREEMENT

This Use Agreement ("Agreement") is made, entered into and effective this 29th day of June, 2021, by and between Adtalem Global Education, Inc. ("ATGE") and North Brunswick Youth Sports Festival ("User").

### RECITALS

A. ATGE owns and has the right to use and occupy, and to allow other parties to use and occupy, certain premises located at 630 US Highway One, North Brunswick, NJ (each a "Premise" and together the "Premises"); and

B. User desires to use certain specified locations on the Premises on a limited, temporary basis, as specified herein for the purpose of the parking of event staff and overflow event visitors only during the North Brunswick Youth Sports Festival.

Now therefore, in consideration of the foregoing, and the mutual promises, covenants and conditions set forth herein below, the parties agree as follows:

1. USE. ATGE hereby grants to User the right to use that portion of the Premises known as Chamberlain University Parking Lot, specifically the Southwest ingress/egress access point off of College Farm Road E. only and the west and south most sections of the lot only (each a "Specified Location" and together the "Specified Locations") as specified in Section 2 below and defined in the attached Exhibit "A". The parties further acknowledge and agree that this Agreement does not constitute a lease or rental agreement, or convey to User any right, claim, title or interest in or to the Specified Location, or any other portion of ATGE's interest in the Premises. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating any relationship whatsoever other than the relationship of ATGE and User, it being expressly understood and agreed by the parties that this Agreement does not create the relationship of landlord and tenant, principal and agent, joint venture between the parties, or any other relation except as expressly provided hereinabove. No other portion of the Premises may be used by User. User agrees that the Specified Location may be relocated at any time at the discretion of, and without liability to, ATGE.

2. USE OF SPECIFIED LOCATIONS. Between the hours of [5:00 P.M.] and [Midnight] on weekdays and the hours of [4:00P.M.] and [1 :00A.M.] on weekends for staff and overflow visitor vehicular parking. User shall have the right to use the Specified Locations beginning on July 1, 2021 (the "Commencement Date"), and terminating on June 11, 2021 (the "Termination Date") unless sooner terminated as provided herein. User agrees that User's rights under this Agreement may be terminated upon forty-eight (48) hours' written notice from ATGE for any reason.

3. PERMITTED USE. User shall use the Specified Locations for the sole purpose of event staff and event overflow visitor parking and for no other use or purpose whatsoever, filling the permitted area from the west and south most parking spaces first. No overnight parking is permitted. User shall not violate in any manner the use rights granted to any tenants in the Premises.

4. USE FEE. User shall post a Five-Thousand Dollar refundable Security Deposit.

5. DUTY TO MAINTAIN. User shall be responsible to clearly mark the limits of the Specified Locations for ingress/egress and parking, using cones and/or temporary fencing/barricades to limit movement to within the Premises and shall erect visible signage at all other ingress/egress points stating: "North Brunswick Youth Sports Festival Access Prohibited", provide manned personnel to direct all traffic during the Permitted Use times, ensure all vehicles have left the Premises by the specified time each day, provide daily cleaning and monitoring of the Specified Locations to remove all litter and debris, to keep the area free of any objectionable noises, odors or nuisances and in compliance with all health and police regulations, in all respects and at all times.

6. COMPLIANCE WITH LAWS. User shall, at its sole cost and expense, comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal or any other agency having or claiming jurisdiction) related to the use and occupancy of the Specified Location. All business licenses and other applicable permits and licenses shall be secured and paid for by User.

7. RULES AND REGULATIONS. User agrees to comply with (and cause its officers, employees, contractors, invitees and all others doing business with User, to comply with) all rules and regulations of general applicability regarding the Premises as specified and as may be amended or supplemented from time to time.

8. INDEMNITY. User shall indemnify, defend and hold ATGE, its officers, directors and employees harmless from and against any and all loss, cost, damage, injury or expense arising out of or in any way related to, occurring or resulting directly or indirectly from the use or occupancy of the Specified Locations or activities of User in or about the Specified Locations or the Premises including claims of injury to or death of persons, damage to property, or any other claim; such indemnity shall include, without limitation, the obligation to provide all costs of defense against such claims.

9. INSURANCE. User and Reithoffer Shows, Inc. ("Operator") shall each maintain and provide ATGE with evidence of General liability insurance in the amount of not less than \$2,000,000.00, including a waiver of subrogation; Automobile liability of not less than \$1,000,000.00; Workers Compensation with a waiver of subrogation; Umbrella Liability of \$5,000,000.00, all of which together shall cover User's activities on the Premises, and shall name ATGE as Certificate Holder and as an additional insured. User shall indemnify and hold ATGE, its officers, directors, employees and agents harmless from and against any loss, cost, claim or demand which arises from User's activities upon the Premises.

10. TERMINATION. Upon the Termination Date or earlier termination of this Agreement for any reason whatsoever, User shall remove all personal property from the Specified Locations, and shall leave the Specified Locations in broom clean condition, free of debris and in as good condition as when it was originally delivered to User, ordinary wear and tear and casualty damage excepted. User hereby authorizes and irrevocably appoints ATGE as its true and lawful attorney-in-fact to remove all such personal property upon User's failure to remove all personal property from the Specified Locations within twenty-four (24) hours after the expiration or earlier termination of this Agreement. User hereby waives any and all loss or damage thereto arising from the exercise of this power, and covenants to indemnify and hold harmless ATGE from and against any costs, claims, liens, damages or attorney fees, costs and disbursements arising from such removal.

11. SUITABILITY OF SPECIFIED LOCATION. User hereby accepts the Specified Locations in an "AS IS" condition and ATGE expressly disclaims any warranty or representation with regard to the condition, safety, security or suitability of the Premises, including the Specified Locations. It is understood by User that ATGE does not provide security protection for the Specified Locations and/or User's personal property and that such protection shall be provided by User at its sole cost. User shall perform no work, remodeling or renovation on the Specified Locations.

12. REPRESENTATIONS AND WARRANTIES. Both parties agree that the signatory of this Use Agreement has the requisite authority to sign this Agreement.

13. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be considered an original instrument, but all of which shall be considered one and the same agreement, and shall become binding when one or more counterparts have been signed by each of the Parties hereto and delivered to the other Party. Counterparts delivered by email in PDF or a similar image format shall be valid as originals.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

ADTALEM GLOBAL EDUCATION INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NORTH BRUNSWICK YOUTH SPORTS FESTIVAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**  
**PERMITTED PARKING AREA**



OUTLINED AREA DEPICTS SPECIFIED LOCATIONS

# EXHIBIT A



**WITNESS**

**NORTH BRUNSWICK**

\_\_\_\_\_  
Lisa Russo, Township Clerk

By: \_\_\_\_\_  
Womack Francis M. Womack, Mayor

**IN WITNESS WHEREOF**, the proper officers of Adtalem Global Education, Inc., have duly executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CERTIFICATION**

I hereby certify that I am an Officer of Adtalem Global Education, Inc. and have all necessary authority to execute this Agreement and to bind Adtalem Global Education, Inc. to all obligations arising from this Agreement. I fully understand that the Township will rely upon this certification in accepting my execution of this Agreement for Indemnification and to be held harmless in the amount of \$5,000.00 for the North Brunswick Youth Sports Festival’s use of the Premises beginning on July 1, 2021 and terminating on July 11, 2021, at the locations and pursuant to the terms set forth in the Use Agreement entered into between Adtalem Global Education, Inc. and the North Brunswick Youth Sports Festival.

**WITNESS**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

**IN WITNESS WHEREOF**, the proper officers of the North Brunswick Youth Sports Festival, have duly executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

**CERTIFICATION**

I hereby certify that I am an Officer of the North Brunswick Youth Sports Festival and have all necessary authority to execute this Agreement and to bind the North Brunswick Youth Sports Festival to all obligations arising from this Agreement. I fully understand that the Township will rely upon this certification in accepting my execution of this Agreement for the Indemnification of Adtalem Global Education, Inc. and to hold Adtalem Global Education, Inc. harmless in the amount of \$5,000.00 for the North Brunswick Youth Sports Festival’s use of the Premises beginning on July 1, 2021 and terminating on July 11, 2021, at the locations and pursuant to the terms set forth in the Use Agreement entered into between Adtalem Global Education, Inc. and the North Brunswick Youth Sports Festival.

**WITNESS**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_