

TOWNSHIP OF NORTH BRUNSWICK MUNICIPAL CLERK'S OFFICE

710 HERMANN ROAD NORTH BRUNSWICK, NJ 08902 Phone (732) 247-0922 x 470 | Fax: (732) 745-0976 Municipal Clerk
Lisa Russo RMC, CMR
Irusso@northbrunwicknj.gov

Deputy Municipal Clerk
Monica Orlando RMC, CMR
morlando@northbrunswicknj.gov

APPLICATION FOR PUBLIC ENTERTAINMENT LARGE EVENTS

Name of Event:	swick Youth Sports Festival					
Purpose of Event: O Public Entertai O Political: Other (explain)	Festival for the Youth Sports Groups of North Brur					
Applicant Name: Darren	Snediker					
Organization (if applicable) in non-profit (must p						
Applicant Address:	1270 Noah Road					
Applicant Email:	DJsnediker@aol.com					
Applicant Phone Number:	732-718-3992					
Owner of Proposed Site:	North Brunswick Executive Park, LLC June 12-29					
Proposed Date(s) of Event: Proposed Hours of Event:	See Exhibit A					
Date(s) and Hours of Setup:	See Exhibit A					
Activities to be provided at engage Rides, Games, Food, Ente	event (be specific) rtainment					
Proposed Budget for Event	\$185,000					
Total Anticipated Participation Maximum Number of People						
Is there an admission be cha	arge? Yes 🗸 No 🔲 If yes, how much: 📲 🗓 🖰					
Will donation be solicited?	Yes No 🗸					



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Will any portion of the event be held indoors? Will any portion of the event be held under a tent? Will there be food vendors at this event? * Will there be novelty vendors at this event? * Will there be fireworks/pyrotechnics at this event? * Will alcoholic beverages be sold/provided? + Will there be Games of Chance at this event? + Yes No Yes No Yes No Yes No								
Items marked with * REQUIRE a separate application and fee to be submitted to the Municipal Clerk's Office for approval. Food and Novelty vendors must submit their own applications and fees directly to the Municipal Clerk's office.								
Items marked with + require a separate application and fees payable to the State of NJ and the Township submitted to the Municipal Clerk's Office directly by event applicant.								
Items marked with ${\bf x}$ require a separate application and fees submitted to the Township Fire Marshall's Office.								
The undersigned agrees to abide by Chapter 166 of the Code Book of the Township of North Brunswick. The undersigned also agrees to comply with all required fees, paperwork, certificates of insurance, additional applications including, but not limited to the items listed on the additional pages of this application. Signature: Date: 4/1/25								
FOR OFFICE USE ONLY								
Date Recvd: Payment:								
☐ Approved Date: ☐ Denied Date: Reason:								



April 2025

(Via E-mail Only)

Justine Progebin
Business Administrator
TWPNBadministration@northbrunswicknj.gov
Township of North Brunswick
710 Hermann Road
North Brunswick, NJ 08902

RE: The 28th Annual North Brunswick Youth Sports Festival REQUEST FOR TOWNSHIP SERVICES AND ASSISTANCE

Dear Ms. Progebin:

As you may recall, The 28th Annual North Brunswick Youth Sports Festival will be held from Thursday, June 12, 2025 through Sunday, June 29, 2025. The Festival will take place on the grounds of DKM Properties, adjacent to Chamberlain University. The Festival Hours of Operation for this year are as follows:

As outlined below, The Youth Sports Festival E-Board would like to formally request the following services and support from our Township Agencies, including North Brunswick's Police Department, North Brunswick's Department of Public Works, North Brunswick's Parks & Recreation Committee, North Brunswick's Department of Community Services, North Brunswick's Public Safety and North Brunswick's Emergency Management Team:

- Grass / Grounds to be cut by Middlesex County by Friday, June 6, 2025
 - O Animal holes throughout the site need to be filled in
- Three (3) Dumpsters delivered to the site on Friday, June 6, 2025
 - West Side of the Festival Grounds placed on Grass Surface Committee will mark the requested locations
- North Brunswick Police for Patrol, Security and Traffic Detail, including an On-Site Police Trailer
- DPW Cone and Barricade Trailer to be in place by Monday, June 9, 2025
- Twenty-Five (25) Picnic Tables delivered and placed under eating tents by Monday, June 9, 2025.
- Thirty (30) Automated Carts to be delivered by Friday, June 6, 2025, and emptied on a daily basis starting on Friday, June 13, 2025 through the last day of Festival, Sunday, June 29, 2025.
- Garbage Cans and Recycle Cans to be placed throughout the Festival Grounds by Friday,
 June 6, 2025
 - o including Trash Liners for Garbage Cans
 - o requesting Ten (10) Garbage Pickers
- Department of Public Works and Department of Parks & Recreation for Clean-up and Garbage Removal during Township regular business hours. (The committee will be taking care of garbage during Festival hours of operation, but we will require a pickup and clean-up during regular Township Operational Hours)
- Parking Vests and Flashlights needed for Parking Crew
- Variable Message Boards for Public Safety and Traffic Control
- Eleven (11) Bleachers delivered for entertainment acts by Monday, June 9, 2025
- Caution Tape needed for Parking Lot and Emergency Access Lanes
- Street Sweeper to clean the Parking Lot beginning Saturday, June 14, 2025
- Pick up of Picnic Tables, Garbage Cans, Recycle Cans, Dumpsters, Cones, Barricades and Bleachers on Monday, June 30, 2025.

The North Brunswick Youth Sports Festival Committee thanks you, in advance, for your anticipated cooperation and the assistance of our Township Departments during the 28^h Annual Youth Sports Festival. Should anything need discussion, please feel free to contact us.

Sincerely,

The North Brunswick Youth Sports Festival E-Board

Darren Snediker, Chairman Rodney Reinson, Chairman Richard Fabian, Chairman Paul Walsh, Treasurer Lisa Piacentino, Secretary

cc: (Via E-mail Only)

LouAnn Benson, lbenson@northbrunswicknj.gov / Director – Parks, Rec & Com. Svc. Joe Battaglia, lbenson@northbrunswicknj.gov / Chief of NB Police Dept. Brian Hoiberg, lbenson@northbrunswicknj.gov / Captain of NB Police Dept. Erik Jacobsen, ejacob@northbrunswicknj.gov / Lt., Traffic Safety Supervisor Steve Bloyed, Sbloyed@northbrunswicknj.gov / Director - Public Works Michael Hritz, mhritz@northbrunswicknj.gov / Director - Community Development Mark Cafferty, mcafferty@northbrunswicknj.gov / OEM Coordinator Lisa Russo, Lrusso@northbrunswicknj.gov / Township Clerk Janice Larkin, jlarkin@northbrunswicknj.gov / Mayor's Office

ATTENTION

NORTH BRUNSWICK TOWNSHIP CLERKS OFFICE

From: Youth Sports Festival

Darren Snediker 732-718-3992



	ADAMS ATHLETIC & SOCIAL CLUB 1210 COZZENS LANE NORTH BRUNSWICK, NJ 08902	DATE 4 9 25	4025 1-7100/2260 566 ACHECK ARMER
FOR	PAY TO THE ORDER OF JUNISH OF BUILDING HARDON GUILDING HARDON		S 50.00 DOLLARS D Photo Bafe Deposite Design on back
	#004025# #226071004# 100863	6 700#	

EXHIBIT A

Thursday, June 12th

6pm-11pm

Friday, June 13th

6pm-12 Midnight

Saturday, June 14th

5pm-12 Midnight

Sunday, June 15th

3pm-11pm

Wednesday, June 18th

6pm-11pm

Thursday, June 19th

6pm-11pm

Friday, June 20th

6pm- 12 Midnight

Saturday, June 21st

5pm- 12 Midnight

Sunday, June 22nd

3pm-11pm

Wednesday, June 25th

6pm-11pm

Thursday, June 26th

6pm-11pm

Friday, June 27th

6pm-12 Midnight

Saturday, June 28th

5pm-12 Midnight

Sunday, June 29th

3pm-11pm

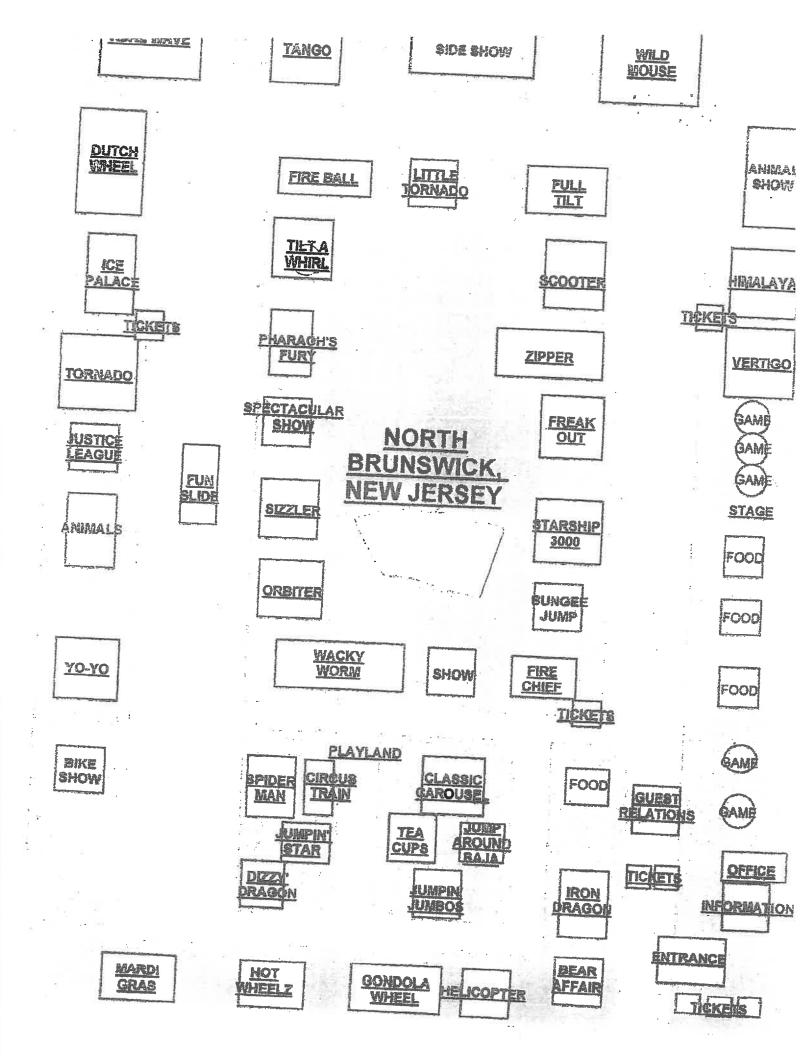
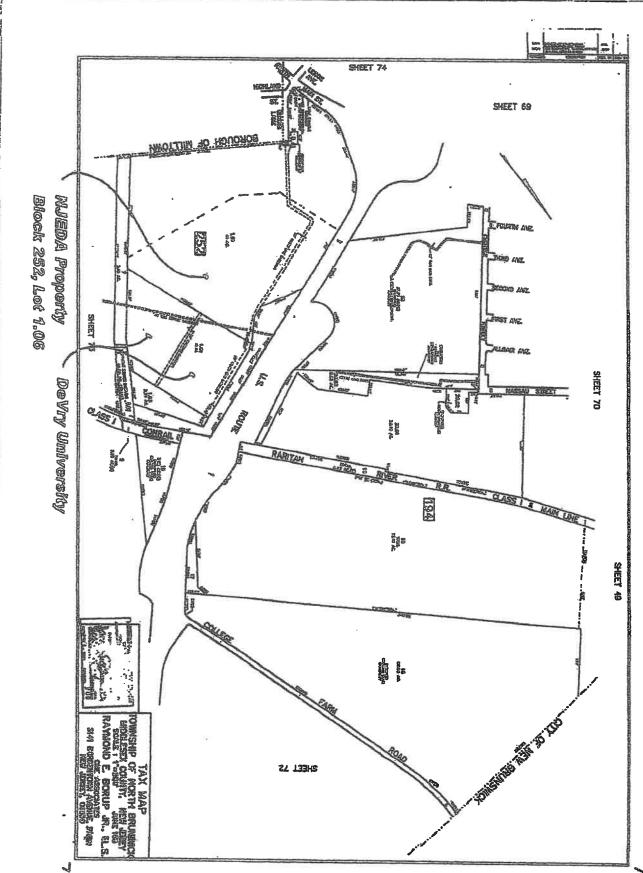


Exhibit A



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	NBYSF Committee		
Name	Address	Cell	Email
Ai'a Woodard Walker	1408 Azalea Drive	848-448-8077	Awoodard8080""-mail.com
Andrew Buckmire		848-202-0812	andrew;buckmire'"'icloud.com
Brian Jones		732-524-8402	brian iones1473"""ahoo.com
Buvana Jackson		732-619-6034	buvana''''diaitalmeetsnrint.com
Carlo Socio			csocio""71""nmail.com
Christine Wrinht Damita Henderson	123 Pern, Drive	732-804-3557	faith44smile"""nmail.com
Darren Snediker	1270 Noah Road	732-718-3992	DJSnediker=aol.com
David Krause	1190 Omaha Road	732-822-5150	dmk1190""msn.com
David Rosenbera	359 Farrinaton Boulevard	732-522-3077	ChrisandJake2000"""ahoo.com
David Weiner	6 Daly Court Old Bridae	609-234-6135	zaldonn53'''nmail.com
Dennis Scanlon	O Baiv Court Cia Bridge	000 20 7 0 100	dennscan'''nmail.com
Derek Dickinson	119 South Main Street, Milltown	908-812-2435	Derekidickinson'''aol.com
Doun Caruso	982 Clark Road	732-816-4349	Jbamer'''earthlink.com
Doun Cobb	500 Adams Lane Aot 16-Y	702 010 1010	Divacobb92""•'ahoo.com
Fortunato Marcuzzi	P.O. Box 7530	732-744-6530	FJMC2000'''aol.com
	1133 Livinaston Ave, Aot 10D	732-484-7650	;ameschiles85""aol.com
James Chiles Jason Hatez	1133 LIVINASION AVE, AUT TOD	908-227-6911	JasonHatez""nmail.com
	1314 Masoma Road	201-780-6132	JCLECARO74""hotmail.com
Jazmin Marin	236 Liberty Bell Court	347-647-1370	MMJC4""aol.com
Jeannie Comunale	393 Rittenhouse Court	732-372-8314	NBACindians'''aol.com
Jim Simmons	882 Evernreen Court	732-266-8692	"immvtavs""hotmail.com
Jimmy Tavalare	802 Everifieen Court	732-200-0032	kkninht2279""-mail.com
Keith Kninht			krob7759'''~mail.com
Kenn" Robinson	1	200 000 1107	
Kevin Wieczerzak	1264 South Barklev Place	908-208-1487	kwiz57""aol.com
Laura Fitzaerald	1334 US Hiahwav 130	732-735-0787	Idfitz""verizan.net Lindaelaine72""nmail.com
Linda Visconti			
Lisa Piacentina	1429 Columbia Drive	732-236-9003	Lisar iacentino""aol.com
Liz Lavielle	1212 Stockton Drive	732-991-8433	Lizd""er""aol.com
Marie Krause	1190 Omaha Road	732-829-5110	me9278""msn.com Martin.Conte"""ahoo.com
Martin Conte			
Ma'' Ellen Davis	119 South Main Street, Milltown	732-372-5687	mannoliad3""-mail.com
Michael Chiles	12 Henry Avenue NB, NJ	732-393-2681	mclchiles35""-mail.com
Mike Chamberlain	710 Darmodv Avenue	732-647-5132	JMC514""iwon.com
Orelle Hinds		732-829-6782	onhinds'''msn.com
Paul Walsh	12 Pennermint Hill	732-507-3892	vsf.treasurer""nmail.com
Rav Graulich	2222 Polk Avenue	732-816-0843	Deannairav21""verizon.net
Ra" Quabeck			ra•,nuabeck8907""~mail.com
Ravmond Walker		929-488-6511	Rew732""aol.com
Raz Tucci	967 Driscoll Court	732-501-3065	rosario.tucci""becn.com
Rich Delanov		732-690-2670	richard.delanov13"""ahoo.com
Rich Fabian	951 Cranbury Cross Road	732-501-9484	ricfab1512""nmail.com
Rich Hill		732-447-5587	richhill88,i,,live.com
Rich Rivelli	1765 Tasler Drive	732-236-9984	rrivelli43""-mail.com
Rodnev Reinson	1233 Williamson Road	908-812-2370	Rreinson1233,i,,nmail.com
Scott Glassman		732-491-5560	
Scott Jackson			siackson""minutemannress.com
Shannon O'Neill	438 Hobart Road		shannononeill0202""nmail.com
Sharon Rivelli	1765 Ta1dor Drive	732-343-1583	srivellinbi""nmail.com
Shen,I Levine	260 Dawes Road		slevine0710""-mail.com
Steohanie S.		908-705-2818	
Tannie Cobb	500 Adams Lane Ant 16-Y	732-406-4835	Divacobb92"""ahoo.com
Tanva Hunhes	3557,123(5 255 1 2 12 1	760-443-5138	roberttanva1""~mail.com
Tom Kovacs	1345 Omaha Road	732-331-5116	
Tom O'Neill	438 Hobart Road	908-403-1299	

WEST VIRGINIA STATE TAX DEPARTMENT BUSINESS REGISTRATION CERTIFICATE

ISSUED TO:
REITHOFFER SHOWS INC
STATE FAIR GROUNDS RT 219
FAIRLEA, WV 24902-0000

BUSINESS REGISTRATION ACCOUNT NUMBER:

1030-7444

This certificate is issued on:

07/14/2010

This certificate is issued by the West Virginia State Tax Commissioner in accordance with Chapter 11, Article 12, of the West Virginia Code

The person or organization identified on this certificate is registered to conduct business in the State of West Virginia at the location above.

This certificate is not transferrable and must be displayed at the location for which issued. This certificate shall be permanent until cessation of the business for which the certificate of registration was granted or until it is suspended, revoked or cancelled by the Tax Commissioner.

Change in name or change of location shall be considered a cessation of the business and a new certificate shall be required.

TRAVELING/STREET VENDORS: Must carry a copy of this certificate in every vehicle operated by them. CONTRACTORS, DRILLING OPERATORS, TIMBER/LOGGING OPERATIONS: Must have a copy of this certificate displayed at every job site within West Virginia.

atL006 v.3 L0378046208 \$10 Daily Admission

\$8 Discount Admission (ONLINE ONLY)

Mega Pass Online Only for \$35 includes Admission



FESTIVAL HOURS

Weeknights 6pm-11pm Friday's 6pm-12 midnight Saturday's 5pm- 12 midnight Sunday's 3pm- 11pm

GET YOUR DISCOUNTED RIDE TICKETS AT: www.Northbrunswickyouthsportsfestival.com

Thursday, June 12th - Sunday, June 29th (Festival is closed June 16th, 17th, 23rd & 24th)

All Entertainment FREE with Admission

Rosaire's Royal Racers

Magic of Lance Gifford & Company

All American Petting Zoo

High Flying Pages Thrill Show

STS THURSDAYS

\$15 for all Rides
Thursday June 12th, 19th & 26th

*This promotion does not include the gate



www.reithoffershows.com

ALL NEW!

AMAZING DRONE SHOW

Saturday, June 14th 9:15pm



SPECTACULAR FIREWORKS SHOW

Saturday, June 28th at 10:00pm

(Rain date - Sunday, June 29th at 9:00pm)

www.dmfireworks.com







NORTH BRUNSWICK YOUTH

SPORTS FESTIVAL JUNE 12 – 29

ROUTE 1 NEAR DEVRY UNIVERSITY

- Motorcycle Stunt Show
- Pig Races
- Magic Show
- Petting Zoo
- Thrilling Rides & Shows



SCAN FOR

Live Entertainment Nightly on the Main Stage!







TRAFFIC CONTROL PLAN/ PARKING PLAN/EVENT CANCELLATION/SECURITY
PLAN/MEDICAL PLAN IS MANAGED BY NORTH BRUNSWICK POLICE DEPARTMENT AND
EMERGENCY MANAGEMENT

RECYCLING/TRASH IS MANAGED BY THE DPW DEPARTMENT AND PARKS AND RECREATION DEPARTMENT

ACCESS AND IDEMNITY AGREEMENT

This is an Access and Indemnity Agreement between North Brunswick Executive Park, LLC having an office located at 90 Woodbridge Center Drive, Suite 600, Woodbridge, New Jersey 07095 (hereinafter, the "Indemnitee") and North Brunswick Baseball Softball Association d/b/a North Brunswick Youth Sports Festival having an office located at P.O. Box 7805, North Brunswick, New Jersey 08802 (hereinafter, the "Indemnitor") (collectively, Indemnitee and Indemnitor, the "Parties").

WHEREAS, Indemnitor desires to enter Indemnitee's property located at US Highway One, North Brunswick, New Jersey 08902 (the "Property") to host the North Brunswick Youth Sports Festival on June 12.00 AM/PM to 11:00 AM/PM (the "Event"); and

WHEREAS, Indemnitee is amendable to Indemnitor entering onto the Property to host the Event for a limited time and for the limited purpose of hosting the Event, provided the Indemnitor indemnify and hold Indemnitee harmless from any and all liability, damages, claims, suits and/or actions that may arise due to the presence and/or activities of Indemnitor on Indemnitee's Property; and

WHEREAS, Indemnitor is amendable to indemnifying the Indemnitee as set forth above; and

WHEREAS, the Parties desire to set forth their agreement in writing,

NOW, THEREFORE, the Parties agree as follows:

- 1. The recitals above are incorporated by reference and are part and parcel of this Access and Indemnity Agreement.
- 2. The Indemnitor shall be permitted to enter the Property for the limited purpose of hosting the Event for a limited period scheduled on June 1, 2025 from 1:00 AM/PM to 1:00 AM/PM.

 Event Setup 1100 Sh July 15, 2025 from 1:00 Gr >> 1:00 gr (Event Clean or)

 3. Indemnitor shall indemnify and hold Indemnitee harmless from any and all liability, damages,
- 3. Indemnitor shall indemnify and hold Indemnitee harmless from any and all liability, damages, claims, suits and/or actions that may arise due to the presence and/or activities of Indemnitor and/or its agents, subcontractors or employees on Indemnitee's Property.
- 4. Indemnitor must maintain insurance at an amount not less than \$2,000,000 from an AAA rated insurance provider and must name Indemnitee as an Additional Insured.
- 5. Indemnitor is responsible to obtain any and all permits and approvals from any applicable governmental agency and shall be responsible for any fine, penalty, or similar imposition relating to obtaining and/or violation of said permits and approvals.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the respective dates set out below.

set out below.	
North Brunswick Baseball Softball Association d/b/a North Brunswick Youth Sports Festival	North Brunswick Executive Park, LLC
By: Print Name: Daller Sochker Print Title: Charaum, VCI Date: 316 25	Print Name: Sonen Pagados Print Title: Managing Member Date: 3/10/2025



160 Fieldcrest Ave. Suite D Edison, NJ 08837

Page:

2

RENTED / SOLD	RENTED / SOLD TO			DELIVERY INFORMATION			CONTRACT INFORMATION		
7322369003 (KAR) NORTH BRUNSWICK YO	03/17/25 UTH SPORTS	RODNE) CHAMBE	/ ERLAIN SCHOOL O	F NURSING	Contr. No.	153445	Inv. No.		
FESTIVAL 1429 COLUMBIA DRIVE		630 ROL	#		Date / Time Out:	TUE 06/	10/25	00:00 AM	
NORTH BRUNSWICK NJ	08902-	NORTH BRUNSWICK NJ 908-812-2370		Date / Time Due:	TUE 07/	01/25	04:00 PM		
Authorized by 732-236-9003 FAX: 732-2	236-	Delivery Date: Pick Up Date:	TUE 06/10/25 TUE 07/01/25	00:00 AM 00:00 AM	Date / Time in:				
Drv. Lic #: 7322369003		Job Location:	1		Written by:	KAR	Checked	In by:	

		iacentino (gapi co	ITEMS RENTE	D AND / OR SC	DLD		
			RESERVA	TION CONTR	ACT		
Sr#	Qty.	Code	Description	Rate	Minimum	Daily Weekly 4 Weeks	Amount
							070.00
12	R 1.0	0 I-1530WF	TENT, FRAME - 15' X 30' WHITE	870.00			870.00
13	R 45.	00 T-SIDEWLL	TENT, SIDE WALLS (15,30=45 FT.)	4.00			180.00
14	R 1.0	0 28-JAXSEC	12' X 12' X 30" BILJAX STAGE	650.00	~		650.00
15	R 1.0	0 28-STEP2	STAGING, STEPS (UP TO 4' HIGH)	150.00			150.00
16	R 44.	00 28-RAIL	RAILS FOR STAGE (44 FT.)	7.00			308.00
17	R 1.0	0 T-LIGHT	BASIC LIGHTING (ALL TENTS)	180.00			180.00
18	R 1.	0 LR-SERVIC	LABOR FOR INSTALL/REMOVAL	1260.00			1260.00
Meter	r/Milea	e Out 241.000					
	71711100;						

for use 6/12-6/29

www.millersrentals.com Tel: 732,985,3050 sales@millersrentals.com

Fax: 732.985.4415

I accept / decline the damage waiver, as provided on the reverse side and agree to pay the above described additional charges therefore.

IF DECLINED PLEASE INITIAL

DRIVER WILL COLLECT ON DELIVERY.

DINNERWARE MUST BE WASHED BEFORE RETURNED.

CHAIRS AND TABLES MUST BE FOLDED, STACKED AND BAGGED FOR PICK UP.

PLEASE READ REVERSE SIDE OF THIS CONTRACT.

LESSEE AGREES TO PAY ADDITIONAL FEE AS SET FORTH ON THE FRONT HEREON; AND IN RETURN THEREFORE, LESSOR AGREES TO WAIVE CERTAIN CLAIMS FOR DAMAGE TO RENTAL

EQUIPMENT AS SPECIFIED ON THE BACK OF THIS CONTRACT.

WE APPRECIATE YOUR BUSINESS.

Delivery Charges

Advance Payment

Change/Balance Due

Adv. Payment CHECK#

Rental

Sub Total

Total Amount

Printed on 03/17/25 01:59:49 PM

I HAVE READ AND AGREE TO THE CONTRACT TERMS ON THE BACK OF THIS WRITING WHICH CONSTITUTES OUR AGREEMENT. THERE ARE NO ORAL OR OTHER REPRESENTATIONS NOT INCLUDED HEREIN. LACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

IF OTHER THAN LESSEE, SIGNER REPRESENTS HE IS AGENT OF AND AUTHORIZED TO SIGN FOR LESSEE,

Original - White

19871.00

20671.00

20671.00

0.00

800.00 20671.00



153445

160 Fieldcrest Ave. Suite D Edison, NJ 08837

Page:

RENTED / SOLD	DELIVE	DELIVERY INFORMATION			CONTRACT INFORMATION			
7322369003 (KAR) NORTH BRUNSWICK YO	03/17/25 UTH SPORTS	RODNEY	, ERLAIN SCHOOL O	F NURSING	Contr. No.	153445	Inv. No.	
FESTIVAL 1429 COLUMBIA DRIVE	00000		BRUNSWICK NJ		Date / Time Out:		6/10/25 00:0	
NORTH BRUNSWICK NJ		908-812- Delivery Date:	2370 TUE 06/10/25	00:00 AM	Date / Time in:	10207	701725 04.	001111
P.O. No: 7322369003		Pick Up Date: Job Location:	TUE 07/01/25 /	00:00 AM	Written by:	KAR	Checked in b	yy:

The state of the s		lisapiac	entino@aol.cen	ITEMS RENTED A	AND / OR S	OLD		12 19 11
				RESERVATI	ON CONTI	RACT		
Sr #	ŧ	Qty.	Code -	Description	Rate	Minimum	Daily Weekly 4 Weeks	Amount
						J.		
1	R	1.00	I-2060WF	TENT, FRAME - 20' X 60' WHITE	1915.00	/		1915.00
2	R	80.00	T-SIDEWLL	TENT, SIDE WALLS (60,20=80 FT.)	4.00			320.00
3	R	1.00	I-4040WF	TENT, FRAME - 40' X 40' WHITE (INFO)	2750.00			2750.00
4	R	1.00	1-4060WF	TENT, FRAME - 40' X 60' WHITE	4320.00			4320.00
5	R		T-SIDEWLL	TENT, SIDE WALLS (60,40,20=120 FT.)	4.00			480.00
		120.00						
6	R	1.00	28-JAXSEC	20' X 24' X 24" BILJAX STAGE (LEVELED)	2170.00			2170.00
7	R	1.00	28-STEP	STAGING, STEPS (UP TO 30" HIGH)	150.00			150.00
8	R	5.00	I-1010HPW	TENT, HIGH PEAK 10X10 WHITE	400.00			2000.00
9	R		СН-В	CHAIRS, BROWN FOLDING	3.70			370.00
		100.00						
10	R	64.00	TAB-8	TABLE, 8' RECTANGULAR	20.00			1280.00
11	R	14.00	28-BUNTIN	14' BLACK SKIRTS	37.00			518.00
Met	er/N	/lileage	Out 241.000					

www.millersrentals.com

sales@millersrentals.com

Tel: 732.985.3050

Fax: 732.985.4415

I accept / decline the damage waiver, as provided on the reverse side and agree to pay the above described additional charges therefore.

IF DECLINED PLEASE INITIAL

DRIVER WILL COLLECT ON DELIVERY.

DINNERWARE MUST BE WASHED BEFORE RETURNED. CHAIRS AND TABLES MUST BE FOLDED, STACKED AND BAGGED FOR PICK UP.

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EQUIPMENT AS SPECIFIED ON THE BACK OF THIS CONTRACT.

WE APPRECIATE YOUR BUSINESS.

Delivery Charges

Advance Payment

Change/Balance Due

Adv. Payment CHECK#

Rental

Sub Total

Total Amount

Printed on 03/17/25 01:59:49 PM

I HAVE READ AND AGREE TO THE CONTRACT TERMS ON THE BACK OF THIS WRITING WHICH CONSTITUTES OUR AGREEMENT. THERE ARE NO ORAL OR OTHER REPRESENTATIONS NOT INCLUDED HEREIN. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT.

IF OTHER THAN LESSEE, SIGNER REPRESENTS HE IS AGENT OF AND AUTHORIZED TO SIGN FOR LESSEE.

Original - White

19871.00

20671.00 20671.00

20671.00

800.00

0.00

Federal Rent A Fence

Phone: (800) 260-8301 • Fux: (800) 256-4783 www.Jederalrentafe,ice.com

Fence Proposal

Customer: NO FESTIVAL <u>ESTIMATI</u>		CK SPORTS	Job site: NOR	TH BRUNSW	/ICK, NJ	
Customer Contact	Estimate Date	Prepared by	 Estimated Install Date	Contract Length	Terms	Ship From
LISA	02/21/2025	SHAWN	PENDING	1 YR	NET30	NJ

#	Order Qty	Description Quote based on approximates. Actual footage and total to be measured upon completion and billed accordingly.	Unit Price	Amount
1	2664'	6'X12' PANEL SECTION	1.99PLF	5,301.36
2				
3				
4				
5				
6				
7		75.		
8				
9				
10		QUOTE GOOD FOR TEN DAYS		
11		MINIIV!UM TRIP CHARGE FOR REPAIRS/PART PULLS/ADDS	750.00	
12		FUEL SURCHARGE @4% MIN 25.00- MAX 75.00	75.00	5,376.36
13		PLEASE ADD SALES TAX		
14		CORE DRILL THROUGH ASPHALT/CONCRETE	.60PLF	
15		JOB IS !SNOT X_PREVAILING WAGE		
16		ACCEPTED DATE		6,376.36
		PRINT NAME SIGN		

Price includes mstallation, one tnp for removal and rental good for time. indicated. No retainage held on temporary fence
Please ndd sales tax where applicable. There is a 4% fuel sm·chat'ge on each order-\$25.00 min.. \$75.00 max.

CUSTOMER IS RESPONSIBLE FOR DISPOSAL & CLEAN UP OF ALL BROKEN SANDBAGS

All prices are based on standard Federal Rent A Fence specs unless otherwise noted



Russell Reid Waste Hauling and Disposal Service Co., Inc Dba United Site Services, Inc.

3168 Bordentown Ave Old Bridge, NJ 08857 Toll Free: 1-800-628-8955 Quote

Date: 2/14/2025

Customer:

The North Brunswick Youth sports Festival

Ray Cattonar rcattonar@aol.com 609 891-7258 Site / Delivery Address: 630 US Highway one North NorthBrunswick NJ 08902

Event Name- The North Brunswick Youth Sport Festival Account #

PLACEMENT	DELIVERY DATE(S)	SERVICE DATE(S)	PICK-UP DATE(S)
Contact Onsite	6-11	Thurs 12 ^{th,} 19 ^{th,} 26 th 6pm-11 pm	6-30
		Friday 13th, 20th 27th 6pm -12am	
		Sat 14 th ,21 st , 28 th 5pm-12am	
		Sun 15 th 22 nd 29 th 3pm-11pm	
	8am-11am		8am -11am

If contact person cannot be reached on day of delivery the driver will use best judgment for placement.

A service fee will apply if the driver must return to relocate the unit.

*If delivery/ removal truck is required to idle on site a \$250 fee will be charged per 1 hour of wait time.

- 50% Deposit is due upon signature and confirmation of this event order to book rentals and services. Final payment
 is due 7-10 post event.
- "The quotation provided is based on the current scope and timing of the event. Any changes may require additional charges, and we will communicate any necessary adjustments to the quote before proceeding. If any changes to the scope or timing occur within 15 days of the event, we will work to reach a mutual agreement regarding any price changes and availability for additional service needs."

QTY	DESCRIPTION	UNIT	PRICE	TOT	AL
	RENTAL CHARGES				
20	Standard restoom units	\$	65.00	\$	1,300.00
1	Gold 2 Stall compact restroom trailer (client has water on site)	\$	1,200.00	\$	1,200.00
240	20 Restroom Untis to be Services 12x (612 thru 6-29)	\$	35.00	\$	8,400.00
	******after hours and weekends services******				
1	Delivery, Setup and Removal	\$	550.00	\$	550.00
		Subi	total	\$	11,450.00
			14.9%	\$	1,706.05
	Sales Tax		6.630%	\$	759.14
	Total			\$	13,915.19

Sincerely,

Accepted by:

- 1. Acceptance. Customer shall be deemed to have accepted these terms and conditions ("Agreement") upon the earliest of: (i) two business days after receipt of a Company invoice; (ii) delivery of Equipment including, among others, portable restrooms, trailers, fencing, roll-off dumpster, portable storage containers, and/or temporary power equipment (collectively or individually, the "Equipment") to the Customer's designated site (the "Site") and use or acceptance thereof; (iii) acknowledgment or other conduct of Customer (including payment against any invoice); or (iv) Company's performance of any services Customer has requested. This Agreement supersedes any inconsistent terms of any purchase order or other Customer documents. All agreements are subject to approval by Company.
- 2. Payment Terms. Customer shell pay all charges due to Company during the term (the "Period") shown on the relevant invoice. If credit is approved by Company, invoices are due and payable 10 days from the date on the invoice. If credit is not approved by Company prior to performance, invoices are due and payable by credit card payment before Company will begin performance of the Services. The fees charged by Company apply to the full Period and shall not be prorested (i.e., charges for less than a full Period shall not be prorested (i.e., charges for less than a full Period shall not be prorested). Customer shall be liable to Company for all collection expenses (including reasonable attorneys fees), and interest at the rate of 1.5% per month, or such lesser rate as may be the maximum lawful rate, on all overdue accounts. Customer shall pey all additional charges for services separately requested or made necessary by Customer's breach of this Agreement, including moving/relocation charges, special service charges, and special delivery and removal charges. For payments by check, Customer authorizes Company to use information from Customer's account or to process and pay for the transaction as a check. Customer shall pay all taxes, including sales tax, license fees and permit fees arising out of the use of the Equipment. Customer shall pay such taxes whether such taxes are shown on the relevant invoice or whether such taxes are later claimed by a governmental authority. In the event of a claim by a governmental agency for taxes related to the Equipment, Customer shall pay to Company such taxes on demand.
- 3. Service. Company offers servicing as an option on all portable restrooms. If Customer orders servicing, Company will remove any domestic septic waste ("DSW") from portable restrooms on the service day(s) scheduled by Company. If Company is unable to service the Equipment as scheduled due to a holiday, inclement weather, site restrictions, site inaccessibility or other circumstances. Company shall service the Equipment on the next available business day subject to Company's other service commitments. Customer shall provide Company timely, sufficient, and unobstructed access to Equipment, including extended hours or after business hours access, as necessary to perform Services. The pricing of this Agreement is based upon easy access to Site, firm and level ground and a dry location. Company will not remove any waste other than DSW from portable restrooms.
- 4. Damage Walver. Pricing attachment included herein, shall include the benefit of the Company damage waiver program that covers all Damage occurred through any acts of God, or accidental structural damage of all portable restrooms, hand washing stations and holding tanks. EXCEPT (i) Customer shall be liable for theft or disappearance of any Equipment and for any losses or damage resulting from any wilful or negligent acts or omissions of Customer or any of its agents, contractors, or employees; and (ii) Customer shall exercise all rights available under its insurance required by Section 9 hered, and Customer shall take all actions necessary to process and pussue all insurance claims. Customer shall pay Company the actual cost of repair or replacement of the Equipment. The Customer shall not be responsible to Company for any minor wear and tear under normal utilization and or any damage caused by Company. Customer shall promptly notify Company of any loss or damage to the Equipment and shall provide Company with copies of all reports relating to same, including police reports, informal investigation reports, and insurance reports. This Damage Walver does not apply to portable restrooms, hand washing stations and holding tanks contaminated with Hazardous Materials white in the Customer's possession. When Company performs at the Customer's direction, Company is not leable for damage caused to the equipment or damage caused to delivery location or truck access path, except to the extent caused by Company's sole negligence or willful misconduct.
- S. Equipment Responsibility. Company will deliver the Equipment to the Site at the location selected by Customer at the Period's commencement. Customer warrants and represents it is solely responsible for and has exercised due diligence and care in selecting a safe location at the Site for placement of any Equipment, and further agrees to direct and supervise the Equipment's placement. Title to all Equipment remains with Company. Customer shall not modify or move the Equipment from or within the Site absent Company's written consent. If Customer moves the Equipment from or within the Site without Company's written consent. Customer immediately assumes all responsibility and liability for all losses and costs incurred by Company. Customer warrants and represents it is familiar with the safe and proper use of the Equipment. Customer shall not sell, rent, lease or otherwise lose possession of the Equipment, nor shall Customer permit any lien to be placed to the Equipment. Customer agrees to comply, at Customer's sole expense, with all applicable governmental and quasi-governmental laws and guidelines, including ANSI Standard Z4.3 and PASTs published requirements in its "Guide for Clean Portable Sanitation", if applicable. Customer further agrees to (i) obtain and comply with all applicable governmental and quasi-governmental licenses, permits, registrations, permissions, and other approvals ("Permits") applicable to the Equipment (including, but not limited to, Permits allowing the delivery and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company and placement of the Equipment at the Site); and (ii) comply with all applicable Permits held by Company and plac
- 6. Equipment and Service Selection. Customer represents and warrants that it has chosen the type of Equipment, the number of Equipment units, the type of Service and the frequency of Service based on the exercise of its own due disigence and care in assessing its own needs and is not relying on any information provided by Company in misking any such choices.
- The Equipment Contamination, Customer represents and warrants that any waste material to be collected in the Equipment or disposed of by Company does not include any radioactive, volatile, biohazardous (excluding noninfectious DSW), flammable, explosive, special waste, or hazardous materials (including but not limited to asbestos, petroleum, paints and any substance identified by a governmental agency as being hazardous or toxic) or their equivalent (collectively, "Hazardous Materials"). At all times, Customer shall hold all title to and liability for all waste material. Company will not remove tires, Hazardous Materials, or appliances from dumpsters (collectively, "Prohibited Waste"). Customer will be responsible for all removal, deanup, remediation, fines, penalties, and other costs arising from or relating to the presence of Prohibited Waste attributable to Customer's possession of the Equipment. Customer will be responsible for all fines or penalties on overweight containers. Mattresses or other bulky items found in dumpsters may result in additional fees, if Prohibited Waste is found in or around the Equipment, Customer shall arrange and pay for separate removal, disposal and remediation of such waste and Equipment. Customer may not terminate the Period and shall be responsible for all accrued charges until such Prohibited Waste is removed and the Equipment is remediated.
- 8. Lishbility & Indemnification. Except to the extent Customer is not liable under the Damage Weiver program described in Section 4, Customer agrees to defend, indemnify and hold harmless Company to the maximum extent permitted by law against and for all claims, Iswestiak, damages, expenses, penalties, fines, and other losses arising out of any of (a) the ental, delivery, condition, possession, maintenance, use or operation of Equipment delivered to or rented by Customer, including but not limited to any claims that might be brought against only Company by an employee of Customer. (b) waste material collected in the Equipment of disposed, disposed, and company by an employee of Customer. (b) waste material collected in the Equipment of disposed, disposed, and company by an employee of Customer (b) waste material collected in the Equipment of disposed, disposed, and company by an employee of Customer (b) waste material collected in the Equipment of the Customer (c) any dismage to underground pieces, severs, wrest, conduits of utilities residing from Customer's failure to comply with Section 14. Customer's indemnity and defense obligations apply to the maximum extent permitted by law to all injuries, damages and losses regardless of whether same are caused, or are alleged to have been caused, in whole or in part by Company's, Customer's, or a third party's acts or omissions, except that Customer will have no obligation to indemnity or defend Company to the extent the injury.

damage, or loss was actually caused by Company's sole negligence or willful misconduct. Customer expressly agrees and will cause its insurer to accept a lander by Company to Customer of any claim arising out of the rental, delivery, condition, possession, maintenance, use or operation of the Equipment. Company, its officers, directors and agents shall not, under any circumstances, be liable to Customer for consequential, incidental, special, exemplary or puritive damages arising out of or related to the Equipment. Customer's exclusive remedy for any claims or causes of action arising out of or related to the Equipment shall be recovery of direct damages in an amount not to exceed the amount paid by Customer for use of the Equipment.

EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED HEREIN, ALL EQUIPMENT IS PROVIDED TO CUSTOMER "AS IS," "WHERE IS," AND "WITH ALL FAULTS," AND THERE ARE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT, IT'S MERCHANTABILITY OR FITNESS FOR A PARTICULAR BIJEDOGE

9. Assumption of Risk; Insurance, Gustomer assumes all risk of and liability for injury (including death) to any person or property and for all other risks and liabilities arising from the rental, delivery, condition, posses maintenance, use or operation of the Equipment, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Commercial General Liability ("CGL") insurance with limits of not less than \$1,000,000 per occurrence for sums that an insured must pay as damages because of bodily injury or property damage arising out of the condition, possession, maintenance, use, operation, erection, diarnantling, servicing or transportation of the Equipment. Customer and its agents will cooperate with Company and Customer's insurers in any claim or suit arising therefrom and will do nothing to impair or invalidate the applicable insurance coverage. In addition, Customer agrees, at its own expense and at all times during the term of the Agreement, to maintain Property Insurance in an amount adequate to cover any damage to, or loss of, the Equipment. Customer's Property Insurance must cover non-owned Equipment while in Customer's care, custody and control. Customer agrees to add Company as an Additional Insured and Loss Payee on all insurance required by the Agreement. Customer's CGL insurance must be primary and non-contributory with any insurance aintained by Company and must include a waiver of subrogation in favor of Company. The amount, terms and conditions of the insurance maintained by Customer must be reasonably acceptable to Company. Customer agrees to abide by all terms and conditions of all such insurence. Customer agrees to provide Company with Certificates of Insurance ("COI") evidencing the insurance required by the Agreement. Company's acceptance of Customer's COI will not be deemed a waiver or modification of Customer's insurance, indemnity, or any other obligations under the Agreement. The provisions of this Section 9 are in addition to, and do not limit, quality, or waive any obligations of Customer under this Agreement, including but not limited to Customer's obligations under Section 8 above. Customer's fulfillment of its insurance obligations does not limit Customer's liability under Section 8 above. The provisions of Section 8 above does not limit or quality the provisions of this Section 9 or the scope of insurance coverage provided to Company as an Additional Insured or Loss Payee.

10. Termination. Company may terminate this Agreement and immediately remove the Equipment if (i)

10. Termination. Company may terminate this Agreement and immediately remove the Equipment if (i) Customer fails to pay any amount when due, (ii) Customer breaches the Agreement, (iii) there is a loss of or damage to the Equipment, (iv) a lien is placed, or is proposed to be placed, on any Equipment, (iv) a proceeding in bankruptcy or for other protection from creditors is commenced by or against Customer, or (vi) Company's convenience. Company shall not be responsible for losses due to removal of Company's Equipment pursuant to this neutranab.

11. Governing Law; Non-Walver; Amendments. This Agreement is governed by the laws of the state where the Site is located, without giving effect to principles of conflicts of laws. Each party submits to the jurisdiction of any state or federal court sitting in such state in any action or proceeding arising out of or relating to the Agreement. No failure by Company to exercise any right hereunder shall operate as a waiver of any either right hereunder, and a waiver of any right on one occasion shall not constitute a weiver of any such right on any future occasion. All modifications to this Agreement must be in a writing signed by both parties.

12. Errors & Omissions. Company reserves the right to correct any erroneous information that may appear in an invoke including, without limitation, Customer's name or address, or billing amounts.

Tal. Fencing. For fence rental and installation, any new fence orders are subject to a minimum install fee and will be listed on the face of this agreement. If the fence is required for an additional length of time beyond the initial term lested on the face of this agreement, a residual (rental) fee will apply to all fence and related products on site. This residual percentage amount will appear on your agreement and will be invoiced each billing cycle until the fence is removed. All partial deliveries and removals are subject to a minimum trip charge as outlined in the agreement. Company does not engage in or sign project labor agreements (PLA). Customer will, however, provide fence to our customers for self-installation in these instances. Customer is responsible to provide the current project wage rates to Company, and company reserves the right to correct invoices at any time, should adjustments be required to secount for any wage determinations or wage rates. Customer shell establish all property line stakes and grade stakes. Unless offerwise agreed, tences shell follow ground lineslevel. Prior to install, Customer shall provide Company with the location and character of any underground pipes, sewers, writes, conduits, obstructions, conditions, or restrictions which may interfere with or be damaged at install cooperate fully in Company's installation by (a) clearing a sufficient working area of all obstructions and removable hazards, including clearing all trees and brush for six feet on either side of fence location, (b) surveying, grading, locating, and staking fence line and identifying/verifying all property and utility ines, (c) notifying and safeguarding Company of all potential hazards, and (d) coordinating Company's work with all others on the Site. Company may extend install deadlines and Customer shall pay for any expenses resulting from Customer's compiliance with these terms. Customer is responsible for all relocation/re-installation costs.

14. Conditional Payments. Any payment that Customer sends Company for less than the full balance due that is marked "paid in full" or contains a similar notation, or that Customer otherwise tenders in full satisfaction of a disputed amount, must be sent to the address listed in Section 16. Company reserves all rights regarding these payments (e.g., Company may accept the check and Customer will still owe any remaining belance). Company may refuse to accept any such payment by returning it to Customer, not cashing it or destroying it.

15. Price Adjustments: Company reserves the right to impose a price increase at any time with or without notice to Customer, Company retains the right to impose a fuel and inflation charge to invoices at Company's discretion.

16. Notices. Any required notice shall be in writing delivered to United Site Services, Inc. 118 Flanders Road, Suite 1000, Westborough, MA 01581 Attr. (Legal Department). Any notice given pursuant to this contract shall be considered duty given when received by the representatives of the parties hereto. For information about our privacy practices, go to https://www.unitedsiteservices.com/privacy-policy.

Pursuant to N.J.S.A. 5:8-6, a Legalized Games of Chance Control Commission Registration is hereby issued to:

Effective date: 01/30/2024

Expiration date: 01/30/2026

Registration identification: 347-5-34152

North Brunswick Baseball Assn PO BOX 7805 NORTH BRUNSWICK, NJ 08902

New Jersey Office of the Attorney General
Division of Consumer Affairs
Legalized Games of Chance Control Commission
Registration

Neither registration nor the assignment of an identification number shall entitle any organization to hold, operate or conduct, or assist in the holding, operating or conducting of, any game or games of chance without the approval of the issuing authority of the municipality in which the game or games are to be held, operated or conducted.

Name of organization on application and license must be the same as it appears on this registration. This Registration Certificate may only be utilized by the above-named organization.

Mail to: North Brunswick Baseball Assn

PO BOX 7805 NORTH BRUNSWICK, NJ, 08902

Attn:

Edward F. Barrett, Secretary
Legalized Games of Chance Control Commission

5T-5 (2-00, R-16)

invoices and receipts must show exempt organization as purchaser,

State of New Jersey DIVISION OF TAXATION SALES AND USE TAX

Read instructions on bottom of form

* EXEMPT ORGANIZATION CERTIFICATE * FORM ST-5

ISSUED BY: NORTH BRUNSWICK BASEBALL ASSOCIATIO 982 CLARK RD NORTH BRUNSWICK NJ 08902

EXEMPT ORGANIZATION NUMBER 223-348-288/000 Effective Data: 04/19/02 Date Issued: 04/30/02

	Transaction Date:	
то	(Hame of Vendor)	
	tion has determined this organization is exempt from New Jersey S is directly related to the purposes for which this organization was	ales formed
Description of purchase:		
40.4		
RHOOL K. Thompson	(Signature of Officer or Trustee of the organization)	
DIVISION OF TAXATION	Name and Title of Officer (Please Print)	

INSTRUCTIONS FOR EXEMPT ORGANIZATION: Form ST-5 is valid for exemption from sales and use tax on all purchases (except energy and utility service). If the purchase is directly related to the organization's purposes and made with organization (not personal) funds. Rotain the original ST-5 (unsigned) in files, make copies and complete and sign them for vendors. Notify the Division of changes in organization name, address or exempt status.

INSTRUCTIONS FOR VENDORS (AND EXEMPT ORGANIZATIONS); in general, a seller or lesser who accepts an exemption certificate in "good faith" is relieved of tiability for collection or payment of tax upon transactions covered by the certificate. "Good faith" requirements include:

(a) The cordificate must be an official certificate having the signature of a Director of the Division of Texation (or a photocopy (a) The cordinate must be an emicial cordinate naving the signature of a surrecut of the civilinate) and must have the organization's name, address and exempt organization number pre-printed by the Division on the upper portion of the cardinate, with no apparent alterations.
 (b) The cardinate must be properly completed, dated, and signed by an efficier of the organization.
 (c) The vendor has no reason to believe that the purchase is a type not ordinarily used by the organization for its purposes.

Sales transactions not supported by proper exemption certificates shall be deemed to be taxable. The vender has the burden of proving that tax was not required. Bills or receipts must show the exempt organization as the purchaser. Payment of proving that tax was the required. Dies in receipts their show the exempt organization as the period of not less must be from the funds of the exempt organization. Certificates must be retained by the vendor for a period of not less than four years from the date of the last sale covered by the certificate. Subordinate or affiliated organizations may not use the exemption number assigned to the parent organization.

Additional Purchases - This certificate covers additional similar purchases by the same organization. Each sales slip or invoice must show the organization's name and exempt organization number.

ST-SA PERMIT - This Exempt Organization Confidence (ST-6) also cerves as an Exempt Organization Permit (STSA) for the organization to which the certificate is issued.



JUNE 12-29

FAIR GROUNDS OFF ROUTE ONE NORTH

(ADJACENT TO CHAMBERLAIN UNIVERSITY)

FOR ONLINE AND DISCOUNT TICKETS PLEASE VISIT

NORTHBRUNSWICKYOUTHSPORTSFESTIVAL.COM



North Brunswick Youth Sports Festival "Benefiting Youth Sports in North Brunswick"

Thursday, June 12th- Sunday, June 15th Wednesday June 18th- Sunday, June 22nd Wednesday, June 25th- Sunday, June 29th

Dear Vendor:

The North Brunswick Youth Sports Festival committee is currently planning the 28th Annual Festival to be held on the grounds of DKM next to Chamberlain University, 630 U.S. Highway Route 1 North, North Brunswick New Jersey. The fourteen (14) day Festival begins on Thursday, June 12th through Sunday, June 15th, Wednesday, June 18th, through Sunday June 22nd and then Wednesday, June 25th through Sunday, June 29th. Times are Weeknights 6PM - 11PM, Friday's 6PM - 12 Midnight, Saturday's 5PM - 12 Midnight, Sunday's 3PM – 11PM. The Festival will include Rides from Reithoffer Shows, Games, Nightly Shows, Great Food and Fireworks every Saturday Night!

We are thrilled to again be planning this annual community event and want to extend space to vendors and organizations for the opportunity to raise funds as well as support The Festival. Crafters, Novelties, Sporting Vendors, Promotors and Unique Food Vendors are invited to participate in The Festival this year.

Any Vendor must contact Rich Fabian at 732-501-9484 for vendor space, availability, and pricing. Please carefully read the NBYSF Vendor Information Guide 2025 and complete the (1) NBYSF Application as well as the (2) Township Temporary License Form.

Please then return all forms and checks no later than May 26, 2025 to NBYSF, 1429 Columbia Drive, North Brunswick, New Jersey 08902.

Thank you for your interest in The 2025 North Brunswick Youth Sports Festival.



NBYSF VENDOR INFORMATION GUIDE - 2025

ALL FEES MUST BE PAID IN FULL PRIOR TO May 26, 2025 AND ARE NON-REFUNDABLE

FEES and CONDITIONS

- > Food Vendors
 - Limited / To Be Determined Call Rich Fabian for Pricing
- Crafters/ Novelties/ Non-Food Vendors
 - To Be Determined Call Rich Fabian for Pricing
- Organizations or Special Events / Promotional
 - O To Be Determined Call Rich Fabian for Pricing
- Space Available

All spaces are reserved in advance. Spaces are 10x10 or limited to a vending vehicle. All other vehicles are not permitted on the festival grounds during hours of operation. There is no limit to the number of booths/spaces you may register. Vendors are responsible for their own set-up and clean up.

• Electricity and Water

Basic electrical service will be provided if requested. Vendors must provide their own Heavy Duty extension cords with three prongs, including a ground. A minimum of 100 feet of cord is suggested.

- \$43.00 / DAILY Electric for your vendor space
- \$300.00 Weekly rate for overnight power for all Vendors is \$300
- \$300.00 per house trailer for the 14 days
- Water will be provided on site. Please bring a minimum of 100 Feet of water hose(s) to ensure your water connection.
- Trash Disposal

Vendors will be provided with trash containers and plastic bag liners. Cooking oil must be placed in a sealed container and taken off sight by vendor. Two dumpsters will be provided on site. **POSITIVELY NO DUMPING ON FESTIVAL GROUNDS.**

Canopies, Tents, and Approved Vendor Vehicles

All canopies, tents and vehicles must be clean and in good repair.

Be creative in decorating your booth. The theme of The Festival is **YOUTH SPORTS!** Political displays and campaign materials are not conducive to the nature of The Festival and are prohibited.

Permits and Licenses / Fees – NO LATER THAN MAY 26, 2025

- (1) The 2025 NBYSF Vendor Application must be completed and a check payable to NBYSF for:
 - \$50.00 Application Fee + Space Fee + Any Electric = \$ CHECK AMOUNT \$

A <u>Temporary Retail Food Merchant License Application</u> <u>OR</u> <u>Temporary Merchant Business License</u> for (2) North Brunswick Township:

- \$50.00 Application/Fee payable to Township of North Brunswick
- Copy of Food Handlers Course/Servesafe Manager Certificate

TOWNSHIP FOOD MERCHANT FORM WILL BE EMAILED TO EACH VENDOR UPON APPROVAL PROCESS FROM THE YSF VENDOR COMMITTEE- PLEASE DO NOT CONTACT THE TOWNSHIP FOR THIS FORM

All vendors are expected to comply with the requirements necessary for the enforcement of fire, health, and safety codes. Food & Beverage Vendors must comply with health ordinance, which requires participants to have completed a recognized food handler's course. Copy of Certificate must be attached to Temporary Retail Food Merchant License Application for The Township. Please do not contact the Townships Clerks office all communications must be with the Youth Sports Festival Vendor Staff.

Insurance Coverage

Food Vendors are required to have liability insurance for the festival.

Vendor Approval by the Festival Committee

The North Brunswick Youth Sports Festival Committee reserves the right to review or reject all vendors.

NBYSF APPLICATION 2025 COMPLETE and SEND CHECK TO NBYSF 1429 Columbia Drive North Brunswick, NJ 08902

Please Type or Print Clearly

Date:
lame of Vendor or Organization:
lame of Contact Person:
address:
ownship/State/Zip Code:
Cell Phone:
-Mail Address:
crafters/ Novelties/ Non-Food Vendors Special Event/ Entertainment Food Merchant / Vendor Tent TRUCK SIZE AND REQUIRED SPACE \$ Describe your booth activity (sellling, demonstrating, type of food, etc.) Please be specific and include as much information as possible. Vehicles, please indicate the size.
 Yes, I will be using a Tent for my Space (Vendors are responsible for their own tent, tarps, tables, chairs and signage)
Please indicate STYLE and SIZE of the Tent.

□ No, I will not be using a Tent for my Space.

HOLD HARMLESS AGREEMENT

The undersigned, "Participant" shall indemnify and hold harmless the Youth Sports Festival Committee, Promoters, and or sponsoring organizations of the North Brunswick Youth Sports Festival in conjunction with the event which is scheduled for June 12th through June 29th, 2025 adjacent to Chamberlain University, 630 Route 1 North, North Brunswick Township, New Jersey hereinafter referred to as "Youth Sports Festival," from any losses, damages, liability, or injury to any person or property whatsoever in and around the Festival, resulting from any cause whatsoever, including, theft and vandalism, unless due to negligent or willful misconduct on the part of any aforementioned entities only the party which was negligent or committed willful misconduct shall have liability pursuant to this section.

Signed:	
I have received and read the policies and procedures as adopted by the Youth appear in this vendor packet and agree to the conditions contained therein. fee is non-refundable unless my application cannot be approved in which cas issued a refund. I agree to hold harmless the agents and The Youth Spot Brunswick Soccer Club, North Brunswick Baseball & Softball Association, and the Adams AC Football & Cheerleading, and other such org be involved in the planning and implementation of the Youth Sports Festival.	I understand that my application in a line I will be so advised and promptly its Festival Committee, the North ion, North Brunswick Basketball ganizations or individuals who may
Signature:	
Office Held:	
Chairman Signature:	
Co-Chairman Signature:	
NUMBER OF SPACES: PRICE FOR VENDOR SPACE \$	Water: Yes No
Electric / Check All That Applies:	
 43.00 / DAILY Electric for your vendor space \$300.00 Weekly rate for overnight power for all Vendors is \$ \$300.00 per house trailer for the 14 days 	300
Checks Made Payable to North Brunswick Youth Spo	orts Festival
TOTAL PAYMENT AMOUNT \$	
[\$50.00 Application Fee + Space Fee + Electric C	nargej

	OODD-	Ċ	FR	TIF	ICATE OF L	ABILITY	INSUR	ANCE	- 1	1/22/2025
	CORD™								IFICATE F	OLDER. THIS
B	ERTIFICATE DOES N LOW. THIS CERTIF	ICATE OF INSUR	ANCE	DOE	S NOT CONSTITUT FIGATE HOLDER.	re a contrac	T BETWEEN	THE ISSUING IN	SUKER(S)	AUTHORIZED
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PR	ODUCER IK INSURANCE GROL					CONTACT NAME:	Hollie Lamie			
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	Township of North Bru	inswick					PRESENTATIVE			, ,
	710 Hermann Road North Brunswick, NJ,							Acot	+ h	whil

Client#: 2138833

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ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

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 have ADDITIONAL INSURED provisions or 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 any rights to the certificate holder in lieu of such endorsement(s).

CONTACT Kim Jones				
	-405-4167			
INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURER A - Everest National Insurance Co				
INSURER B : Everest Premier Insurance Company	16045			
INSURER C:				
INSURER D:				
INSURER E:				
INSURER F:				
	PHONE (A/C, No, Ext): 478 405-4200 (A/C, No, Ext): 478 478 405-4200 (A/C, No, Ext): 478 478 478 478 478 478 478 478 478 478			

REVISION NUMBER: CERTIFICATE NUMBER: COVERAGES 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. POLICY EFF POLICY EXP ADDL SUBR LIMITS POLICY NUMBER TYPE OF INSURANCE \$1,000,000 X COMMERCIAL GENERAL LIABILITY 07/01/2024 07/01/2025 EACH OCCURRENCE X SI8ML02267241 X DAMAGE TO RENTED PREMISES (Ea occurrence) s100.000 X OCCUR CLAIMS-MADE MED EXP (Any one person) \$1,000,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: \$2,000,000 PRODUCTS - COMP/OP AGG POLICY OTHER 07/01/2024 07/01/2025 COMBINED SINGLE LIMIT s1,000,000 SI8CA00248241 X AUTOMOBILE LIABILITY B \$ **BODILY INJURY (Per person)** OTUA YMA S **BODILY INJURY (Per accident)** SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY X PROPERTY DAMAGE HIRED AUTOS ONLY (Per accident) \$\$0 deductible PIP \$5,000,000 X UMBRELLA LIAB 07/01/2024 07/01/2025 EACH OCCURRENCE X SI8EX01666241 OCCUR \$5,000,000 AGGREGATE **EXCESS LIAB** CLAIMS-MADE RETENTION \$ DEO 07/01/2024 07/01/2025 X PER STATUTE WORKERS COMPENSATION SI8WC008109241 AND EMPLOYERS' LIABILITY \$1,000,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N/A N E.L. DISEASE - EA EMPLOYEE \$1,000,000 (Mandatory in NH) E.L. DISEASE - POLICY LIMIT \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS below DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) **Workers Comp Information** Included States: All but CA ND OH WA WY (See Attached Descriptions) CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN

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ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Township of North Brunswick

North Brunswick, NJ 08902

710 Hermann Road

DESCRIPTIONS (Continued from Page 1)

Dates: June 8 - June 30, 2025

ADDITIONAL INSURED: North Brunswick Youth Sports Festival; North Brunswick Baseball/Softball Association;
North Brunswick Adams AC: North Brunswick Adams AC Football and Cheerleading; North Brunswick Soccer Club;
North Brunswick Basketball Association; County of Middlesex; Township of North Brunswick; North Brunswick
Executive Park, LLC, Atlantic Realty Development Corporation; Adtalem Global Education, Inc., their

officers, directors, employees and agents; EMC, LLC; Event Marketing Corporations; DKM Properties Corp. and

United Rentals

THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - The acts or omissions of those acting on your behalf:

in the performance of your operations for an additional insured.

B. The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.

- C. The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
 - The Limits of Insurance required by the written agreement between the parties; or
 - 2. The Limits of Insurance provided by this Coverage Part.
- D. With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FLORIDA COMMERCIAL AUTO ENHANCEMENT **ENDORSEMENT**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Business Auto Coverage Form.

Coverage Applicable	Enhancement			
Subsidiaries As Insureds	Broadened			
Newly Acquired Organizations As Insureds	Broadened			
	Broadened			
Blanket Additional Insureds	Broadened			
Employees As Insureds (Non-Ownership)	\$3,000 Limit			
Supplementary Payments - Bail Bonds	\$1,000 per day			
Supplementary Payments – Loss Of Earnings	Broadened			
Towing Coverage - All Covered Autos	\$50 per day			
Loss of Use Expenses	\$1,000 Limit			
at 1 M Lists Futus Evenance	Broadened			
Stolen Vehicle Extra Expense	Broadened			
Airbag Discharge	Broadened			
Electronic Equipment (Permanently Installed)	Broadened			
Single Deductible Provision	Broadened			
Notice To Company	Broadened			
Blanket Waiver Of Subrogation	Broadened			
Unintentional Failure To Disclose Hazards	Broadened			
Bodily Injury Includes Mental Anguish	Broadened			
Coverage Territory Extension - Mexico	Diodonos			

A. Who is An Insured

The following is added to Paragraph A.1. of Section II - Liability Coverage:

(1) Subsidiary which is a legally incorporated entity of which you own greater than 50% interest in the voting stock on the effective date of this Coverage Form. However, the insurance afforded by this provision does

not apply to any subsidiary that is an "insured" under any other automobile liability policy, or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

(2) Organization you newly acquire or form, and over which you maintain majority interest.

The coverage afforded by this provision:

- (a) Is effective on the acquisition date, and is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
- (b) Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization; and
- (c) Does not include any newly acquired or formed organization that is:
 - (i) A joint venture or partnership; or
 - under any other (ii) An "insured" automobile liability policy or would be an "insured" under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.
- e. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:
 - (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
 - (2) Is executed after the date of loss.

Paragraph e.(2) does not apply if:

- (1) The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
- (2) You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".
- f. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

B. Coverage Extensions - Supplementary **Payments**

Paragraphs A.2.a.(2) and A.2.a.(4) of Section II -Liability Coverage are replaced by the following:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$1,000 a day because of time off from work.

C. Towing

Paragraph A.2. of Section III - Physical Damage Coverage is replaced by the following:

2. We will pay for towing and labor costs each time that a covered "auto" is disabled. All labor must be performed at the place of disablement of the covered "auto". If the auto is not a private passenger type, a \$250 deductible will apply to this coverage but it will not reduce the available limit of insurance. For all types of "auto", the most we will pay under this coverage is \$1,000 per disablement. "Autos" which are disabled do not include stolen vehicles.

D. Loss Of Use Expenses

Paragraph A.4.b. of Section III - Physical Damage Coverage is replaced by the following:

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$50 per day, to a maximum of \$1,000.

E. Extra Expense - Stolen Vehicle

The following is added to Paragraph A.4. of Section III – Physical Damage Coverage:

c. Stolen Vehicle

We will pay for all reasonable and necessary expenses to return a stolen covered "auto" to you.

F. Airbag Coverage

The following exception is added to Paragraph B.3.a. of Section III - Physical Damage Coverage:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following is a summary of the Limits of Insurance and additional coverage provided by this endorsement. For complete details on specific coverage, please refer to policy language in this endorsement and the underlying Commercial General Liability Coverage Form.

o underlying	
Coverage Applicable	Enhancement
	Less Than 50 Feet
Non-Owned Watercraft Supplementary Payments – Bail Bonds	\$1,000
Supplementary Payments - Loss Of Earnings	\$500 per day
Newly Acquired Organizations Extended Coverage	180 days
	Included
Subsidiaries As Insureds Fire Damage To Premises Rented To You	\$500,000
Notice To Company – Duties In The Event Of Occur- rence, Claim Or Suit	Broadened
Unintentional Failure To Disclose Hazards	Broadened
	Broadened
Waiver Of Subrogation Amendment to Bodily Injury Definition	Broadened

A. Non-Owned Watercraft

Paragraph g.(2) under Paragraph 2. Exclusions of Section I – Coverage A Bodily Injury And Property Damage Liability is replaced by the following:

- (2) A watercraft you do not own that is:
 - (a) Less than 50 feet long; and
 - (b) Not being used to carry persons or property for a charge;

B. Supplementary Payments - Increased Limits

Paragraphs 1.b. and 1.d. under Supplementary Payments – Coverages A And B of Section I – Coverages are replaced by the following:

- b. Up to \$1000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

C. Newly Acquired Organizations – Extended Coverage

Paragraph 3.a. under Section II — Who Is An Insured is replaced by the following:

 a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

D. Subsidiaries As Insureds

The following is added to Section II – Who Is An Insured:

- 4. Any subsidiary company in which you own a financial interest of more than 50% as of the effective date of this endorsement is included as a Named Insured. However, such organization is not a Named Insured:
 - a. If it is a partnership, joint venture or limited liability company;
 - b. If there is other similar insurance available to it:

- c. If there is other similar insurance that would be available to it, but for the termination of the insurance or the exhaustion of its limits of insurance; or
- d. After you cease to own a financial interest of more than 50%.

E. Fire Damage To Premises Rented To You – Increased Limits

Paragraph 6. under Section III – Limits of Insurance is replaced by the following:

- 6. Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you or temporarily occupied by you with permission of the owner is the greater of:
 - a. \$500,000; or
 - The Damage To Premises Rented To You Limit shown in the Declarations.

F.Notice To Company

The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit under Section IV – Commercial General Liability Conditions:

e. Your failure to first notify us of a claim will not invalidate coverage under this policy if the loss was inadvertently reported to another insurer. However, you must report any such "occurrence" to us within a reasonable time once you become aware of such error.

G. Unintentional Failure To Disclose Hazards

Condition 6. Representations under Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Any unintentional error or omission in the description of, or failure to completely describe, any premises or operations you intend to be covered by this Coverage Part, will not invalidate or affect coverage for those premises or operations. However, you must report any such error or omission to us as soon as reasonably possible after its discovery.

H. Waiver Of Subrogation

The following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV — Commercial General Liability Conditions:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence".

I. Amendment to Bodily Injury Definition

Paragraph 3. Of Section V. – Definitions is replaced by the following:

3. "Bodily injury" means bodily injury, sickness, mental injury, mental anguish, shock or fright sustained by a person, including death resulting from any of these at any time. However, "bodily injury" does not include injury arising out of the offenses designated in the definition of "personal and advertising injury".

If you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium due to us as a result of these undisclosed hazards in accordance with our filed rating plans.

L. Bodily Injury - Including Mental Anguish

Paragraph C. of Section V – Definitions is replaced by the following:

C. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including "mental anguish" or death resulting from any of these at any time.

For the purpose of this provision, the term "mental anguish" shall mean any type of mental or emotional illness or distress.

M. Mexico Coverage

The coverage provided by this policy for covered "autos" you own or lease on a long term basis without drivers are extended to "accidents" or "losses" occurring in Mexico if:

- The covered "auto" is in Mexico for a period not exceeding 10 days; and
- The covered "auto" is principally garaged and used in the United States; and
- The driver of the covered "auto" does not reside in Mexico;

For Liability Coverage to apply to "accidents" occurring in Mexico, the following must also apply:

- Valid and collectible auto liability insurance for the covered "auto" has been purchased from a licensed Mexican Insurance Company and is in force at the time of the "accident"; and
- The original "suit" for damages is brought within the United States.

For "losses" payable under Physical Damage Coverage this additional restriction applies:

We will pay "losses" under Physical Damage Coverage in the United States, not in Mexico. If the covered "auto" must be repaired in Mexico in order to be driven, then the most we will pay for "loss" is the lesser of the following:

- The cost of repairing the "auto" or replacing its parts in Mexico; or
- The cost of repair or replacement at the nearest point in the United States where the repairs or replacement could be made.

Other Insurance:

The insurance provided by this section will be excess over any other collectible insurance.

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