

REVISED DRAFT SERVICES AGREEMENT

This Agreement, dated _____ and effective as of _____, 2019 by and between the **NEW JERSEY TURNPIKE AUTHORITY**, (hereinafter referred to as the “Authority”) a body corporate and politic of the State of New Jersey having its principal office at One Turnpike Plaza, Woodbridge, New Jersey [07095] and _____, having its principal offices at _____ (hereinafter referred to as the “Operator”).

WITNESSETH:

WHEREAS, the Authority owns a facility at Interchange 8A located at Route 130 and Friendship Road in South Brunswick, New Jersey (the “Facility”), for the purpose of conducting a commuter park and ride operation; and

WHEREAS, the Authority requires the services of a company with the adequate staff and experience to operate, maintain and manage the Facility (“Services”), in accordance with the Request for Proposal, dated as of _____, 2018 (collectively, with all Addenda (as herein defined), the “RFP”, attached hereto as Exhibit A); and

WHEREAS, the Operator is a professional company which is proficient in providing the Services and has submitted to the Authority a written proposal, dated _____, [2019] (“Proposal”) in response to the RFP; and

WHEREAS, the Operator was invited to, and did make an oral presentation to the Authority on _____, 2019 (“Oral Presentation”), following which the Operator was further invited to make a Best and Final Offer; and

WHEREAS, the Authority has relied upon, and the Operator intended for the

Authority to so rely on, the representations and warranties made by the Operator in its Proposal and Oral Presentation in the selection of the Operator to undertake the Services at and for the Facility as detailed in the RFP and in this Agreement; and

WHEREAS, the Operator represents and warrants that it possesses the necessary personnel, capability, capacity and experience to undertake the Services required by the RFP and this Agreement; and

WHEREAS, the Authority and the Operator have negotiated the terms and conditions under which the Operator will operate, manage and maintain the Facility and the Operator represents and warrants that it is ready, willing and able to perform such Services;

NOW, THEREFORE, in consideration of the mutual covenants and other good and valuable consideration contained herein, the Authority and Operator agree as follows:

ARTICLE 1. INCORPORATION OF RECITALS

The recitals set forth above are incorporated by reference as if fully set forth herein.

ARTICLE 2. DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement and the RFP, the following terms shall be interpreted as follows:

“ADDENDA” or “ADDENDUM” means written or email interpretations or revisions to the RFP transmitted to proposers in advance of the receipt of proposals.

“AGREEMENT” means this contract dated _____, 2019 between the Authority and the Operator for the Services at and for the Facility, including all Exhibits attached hereto and incorporated herein.

“APPLICABLE LAW” means any federal, state and/or local statute, law,

constitution, charter, ordinance, resolution, judgment, order, decree, rule, regulation, permit, license, directive, interpretation, standard or similarly binding authority, currently in effect or hereafter adopted, which shall be enacted, adopted, promulgated, issued or enforced by a Governmental Body relating to the Authority and/or the Operator and the performance of Services under the terms of this Agreement. "Applicable Laws" includes without limitation the Americans with Disabilities Act, or any successor thereto.

"AUTHORITY" means the New Jersey Turnpike Authority as established in accordance with N.J.S.A 27:23-1 et seq., and shall be the members of the Turnpike Authority acting in accordance with said statute.

"EVENT OF DEFAULT" means those events set forth in Section 15 of this Agreement, as well as a material breach by Operator of any of its other obligations under this Agreement.

"EXPENSES" means all actual, documented costs incurred by Operator to sufficiently staff, operate, maintain and manage the Facility in accordance with the terms of this Agreement.

"DIRECTOR" means the Authority's Deputy Executive Director or his/her designee acting on his/her behalf as employees of the Authority with regard to the Agreement.

"FACILITY" means the premises owned by the Authority and consisting of a parking lot located at Interchange 8A designated as a park and ride area upon which a bus terminal is located consisting approximately of: a 1200 square foot waiting area; a 150-square foot ticket office; two 60 square foot bathrooms; a 70 square foot utility/janitor's closet; two 44 square foot entrance booths; and 935 parking spaces. The Facility is further described on the as-built drawing attached hereto as Exhibit B.

“FORCE MAJEURE” means any event that is not due to an act or omission of the Operator [or the Authority] that materially and adversely delays the performance of any obligations under this Agreement and where the event or the effects of the event could not have been avoided by due diligence and the use of reasonable efforts by the Operator [or the Authority]. Force Majeure includes, but is not limited to: blockades, rebellions, wars, riots, acts of sabotage, or civil commotion. It also includes but is not limited to fires, floods, earthquakes or other cataclysmic natural phenomena, acts of the State in its sovereign capacity or any exercise of the power of eminent domain, police power, condemnation or other taking by or on behalf of any public, quasi-public or private entity; or a change in law or the failure, or refusal, of any Governmental Body to provide the approvals necessary for either the Authority and/or the Operator to perform their respective obligations in the manner contemplated by the terms of this Agreement.

“GROSS REVENUES” means the gross or total amount of all income received by Operator from the collection of bus ticket fees, daily and monthly parking fees, bus egress fees, and any other revenue.

“GOVERNMENTAL BODY” means each governmental and municipal authority of the United States or of the state of New Jersey or any department, subdivision (political or otherwise), municipality, instrumentality, county, agency, corporation or commission under the direct or indirect control thereof.

“OPERATOR” means _____, the entity that is a party to this Agreement to provide the Services for the Authority for and at the Facility.

“PROPOSAL” means the response submitted by the Operator to the Authority on _____, [2019] for the “Request for Proposals for Management Services at

Interchange 8A Park-And-Ride Facility, South Brunswick, New Jersey”. It also includes within its meaning the Oral Presentation presented by the Operator to the Authority on _____, [2019], the materials provided by the Operator to the Authority during that presentation, and the Best and Final Offer presented by the Operator.

“**RFP**” means the “Request for Proposals for Management Services at Interchange 8A Park-And-Ride Facility, South Brunswick, New Jersey” advertised by the Authority in _____, [2018], including the “Response to Inquiries” dated _____, [2019], all of which are attached hereto as Exhibit A and are incorporated herein by this reference. These documents are collectively the “RFP”.

“**SERVICES**” means the scope of services and work detailed in Article 4 of this Agreement, in Section III of the RFP attached hereto as Exhibit A.

“**STATE**” means the State of New Jersey.

“**TERM**” means the Initial Term (as defined in Section 6.01) together with any extensions, as provided in Section 6.02.

“**TURNPIKE**” means the facilities known as the New Jersey Turnpike owned and operated by the Authority.

ARTICLE 3. INTERPRETATION

3.01 Order of Precedence

In the event of a conflict between the terms and conditions of the Agreement, the RFP, the Proposal and any attachments or exhibits hereto, the order of precedence of these documents shall be as follows:

- a) The Agreement
- b) The RFP

- c) The Proposal

3.02 Rules of Interpretation

In the Agreement, where appropriate:

- a) references to statutes or regulations include all statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to;

- b) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation";

- c) unless otherwise indicated, references to Sections, Articles, or Exhibits are to this Agreement, references to Articles include all Sections and subsections under the reference, references to Sections include all subsections under the reference, and references to all subsections include all sub-subsections;

- d) words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings;

- e) references to persons include their respective successors, representatives and/or assigns and in the case of governmental persons, include persons succeeding to their respective functions and capacities;

- f) words of any gender used herein shall include the other gender where appropriate; and

- g) the headings of the Articles, Sections and Subsections herein are intended for convenience of reference only and shall not be deemed part of the Agreement or considered in interpreting the meaning of the Agreement.

ARTICLE 4. DUTIES AND RESPONSIBILITIES OF OPERATOR

4.01 The Scope of Services

a) The Services to be performed pursuant to this Agreement are described in this Agreement, in Section III of the RFP. However, the description of Services, is intended to be general in nature and should not be construed to be a complete description of the Services to be performed by the Operator or a limitation of the Services to be provided by the Operator pursuant to this Agreement. Should any incidental services be required to operate, maintain and manage the Facility that are not specifically set forth herein or in Exhibits A, but which are nevertheless necessary for the proper operation of the Facility, then such incidental services shall be performed as if they were fully described and delineated herein without further consideration.

b) In the event that the Authority deems that any additional, non-incidental services are necessary for the proper operation, management, improvement and/or maintenance of the Facility, the Authority and the Operator shall engage in good faith negotiations to determine the scope of additional non-incidental services to be performed and the amount of additional compensation, if any, that may be payable to the Operator for the additional non-incidental services. If the Authority and the Operator cannot agree on such compensation, the Operator shall not be required to perform the additional, non-incidental services and the Authority may, at its sole option, terminate this Agreement upon thirty (30) days' prior written notice to the Operator.

c) The Operator shall be responsible for all repairs, maintenance and improvements of and to the Facility as specified in Section III of the RFP.

4.02 Use of Facility

a) The Facility shall be used by Operator solely for the purpose of operating, managing and maintaining a commuter park-and-ride facility and designated

miscellaneous services as set forth in Section III of the RFP and for no other purpose. The Operator may not use the Facility, nor may the Operator permit any Licensee to use the Facility, for any purpose which is unlawful, disreputable, hazardous to patrons or hazardous to the general public.

b) Any licensee that is authorized by the Operator, in accordance with the terms of this Agreement, to access and use the Facility for the purpose of providing bus services to patrons of the Facility (“Licensee”) shall be required to execute the Facilities License Agreement attached hereto as Exhibit C. A copy of each fully executed Facilities License Agreement shall be sent to the Authority within five (5) business days of execution. The Authority shall have the right to require the Operator to terminate any Facilities License Agreement upon 30 days’ notice to Operator.

c) Operator acknowledges that the Authority has the right, in its sole and absolute discretion, from time to time to change the area, location and arrangement of parking areas and other facilities and to remove areas [(without decreasing the number of Parking Spaces)] from within or that comprise the Facility. If the Authority desires to relocate any aspect of the Facility, it shall provide to the Operator no less than sixty (60) days’ prior written notice, which notice will detail the changes planned.

e) The Operator acknowledges that the Authority has the right to reduce the number of parking spaces allocated to the Facility, whether as part of a restriping plan, to address safety concerns, traffic regulations or other changes in Applicable Laws. Further, at all times the Authority shall have the right to block access to lots designated for service area patron use, and not comprising part of the Facility.

4.03 Standard of Performance

a) The Operator shall perform all Services required of it under the terms and conditions of this Agreement with [the highest] degree of skill, care, and diligence exercised by professionals or skilled workers performing services in projects of a scope, nature, purpose and magnitude comparable to the Services provided for herein. Without limiting the foregoing, the Operator covenants that at all times hereunder it shall (i) maintain the proper licenses and rights to perform the Services and operate the Facility; (ii) diligently and timely provide the Services in a professional and good workmanlike manner in accordance with the highest industry standards; (iii) perform the Services and operate the Facility in compliance with all Applicable Laws, including, but not limited to, all environmental, safety and health and labor and employment (including those addressing discrimination, harassment and retaliation) laws, rules and regulations, and shall remain in compliance throughout the Term; (iv) be in compliance with all applicable affirmative action laws and regulations, including but not limited to Executive Order 11246, the Vietnam Era Veteran's Readjustment Act of 1974, the Jobs for Veterans Act of 2003, and Section 503 of the Rehabilitation Act of 1973; (v) maintain adequate safety standards and protocols and that employees, contractors, agents or other personnel performing Services on Operator's behalf (collectively, "Personnel") shall follow such standards and protocols and be in compliance with the Occupational Safety and Health Administration Act ("OSHA"); (vi) instruct its Personnel in any safety standards and protocols promulgated by the Authority, and that its Personnel shall follow such standards and protocols; (vii) hire only Personnel that have the necessary experience, qualifications, knowledge, competency and skill set necessary to perform the Services pursuant to this Agreement; (viii) shall cause its Personnel to conduct themselves with the commuting

public in a courteous and professional manner at all times; and (ix) properly screen its Personnel performing the Services to confirm that they are approved and authorized to work in the United States under all rules and regulations of the Immigration and Naturalization Service of the United States, if and as applicable.

b) The Operator shall, at all times, act in the best interest of the Authority consistent with the professional and fiduciary obligations assumed by it in entering into this Agreement. The Operator shall perform all Services under this Agreement to the satisfaction of the Authority. The Operator, in executing this Agreement, accepts the relationship of trust and confidence established herein between it and the Authority. The Operator covenants with the Authority to furnish its best skill and judgment and to fully cooperate with the officials, employees, and agents of the Authority in furthering the interests of the Authority. The Operator agrees to furnish efficient business administration and superintendence and to use its best efforts to perform the Services in an expeditious and economical manner consistent with the interests of the Authority.

c) The Operator shall perform or cause to be performed all Services required by this Agreement. All Services to be performed by or on behalf of the Operator that require the exercise of professional skills or judgment, (such as licensed contractors, and licensed professional engineers), shall be accomplished by professionals qualified and competent in the applicable discipline and licensed, as required, in the State of New Jersey. The Operator shall remain responsible for the professional and technical accuracy of all Services furnished, whether by the Operator, its Personnel, its subcontractors, and/or others on the Operator's behalf. Regardless of any subcontractors, consultants or other third parties used by Operator, Operator shall remain

primarily responsible for the performance of its Services hereunder. Further, Operator shall cause all subcontractors, consultants and other third parties to abide by, and accept the terms of, this Agreement, including without limitation, the indemnity and insurance requirements.

4.04 Covenants by Operator

a) Without limiting the terms of, and in addition to, the standards and covenants contained in Section 4.03, above, Operator further agrees and covenants that it shall:

1) Not make any alterations, additions or improvements in, to or about the Facility nor install or attach to the Facility any climate regulation, air conditioning cooling, heating or sprinkler systems, heavy equipment, apparatus or fixtures, unless it has received the prior written consent of the Authority, and Authority has approved the construction contract therefor;

2) Not do anything or permit anything to be done in or near the Facility, which may interfere with the effectiveness or accessibility of any sprinkler system, alarm system, fire hydrants, or which may increase the rate of fire insurance on the Facility above the current rate;

3) Not permit the accumulation of waste or refuse matter in or near the Facility except in containers provided therefore;

4) Not mortgage, hypothecate, pledge or encumber this Agreement or the Facility in whole or in part;

5) Not permit any signs, lettering or advertising matter to be erected or attached to the Facility, unless it has received the prior written consent of the Authority;

6) Not encumber or obstruct any traffic lanes or access ways to the Facility, or permit or cause same to be encumbered or obstructed;

7) Not oversubscribe the parking lot. The number of vehicles permitted to park in the Facility shall not exceed the 935 parking spaces available for use. In the event the number of vehicles parked at the Facility exceeds the number of vehicles permitted to park, the Authority shall send the Operator a Notice of Default pursuant to Article 15 of this Agreement. If the default is not cured within ten (10) days of receipt of the Notice of Default, the Authority shall have the right to terminate this Agreement in accordance with the provisions of Article 15 hereof;

8) Not operate, repair, manage, maintain or improve the Facility in a manner that causes any fine or penalty to be levied by any Governmental Body with jurisdiction over the Facility, the Operator or the Authority. In the event that any fine or penalty is levied due to the action or inaction of the Operator relative to the Services, and the Authority is obligated to pay said fine or penalty, then the Operator shall reimburse the Authority for same within ___ days of the Authority's demand therefor. This obligation to reimburse the Authority shall survive the expiration or earlier termination of this Agreement;

9) Not interfere with or prohibit the use of the Facility by any persons or entities not utilizing the commuter bus services contemplated herein, such as private commuter car pools or existing or future common carriers that have been provided with authorized access to the Facility by the Authority;

10) Not allow patrons or any other persons or entities to park at the Facility outside of the hours of operation of the park and ride facility. The Operator shall

strictly adhere to and enforce against each of its patrons and any and all other persons, the hours of operation applicable to the Facility. Parking in the Facility shall be limited to the period from 4:00 AM to Midnight, Monday through Friday. Any vehicle parked in the Facility between midnight and 4:00 a.m. or on a weekend is subject to removal at the Operator's sole expense;

11) Not allow or permit the fueling or re-fueling of buses, or the repair or maintenance of buses at the Facility, except in the event of an emergency where an inoperable or stalled bus is blocking through lanes or traffic exits and the repairs or maintenance are essential to move the bus out of the through lanes or traffic exits;

(i) Without limiting the foregoing, Operator shall not store or use on or about the Facility or any other section of the Service Area any hazardous substances or wastes, toxic substances or wastes, pollutants, or contaminants as those terms are defined by Applicable Law, including but not limited to "hazardous substances" as defined under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA)(42U.S.C. §§9601 et seq.); "hazardous wastes" as defined under the Resource Conservation and Recovery Act (RCRA)(42U.S.C. §§6901 et seq.); "toxic substances" as defined under the Toxic Substances Control Act (TSCA)(15U.S.C. §§ 2601 et seq.); "hazardous materials" as defined under Occupational Safety and Health Administration (OSHA) laws and regulations; oil, petroleum products, or their derivatives; and PCBs, asbestos, explosives, radioactive materials and any other toxic, flammable, reactive, ignitable, corrosive or otherwise hazardous substances (hereinafter "Hazardous Substances"). Operator shall not install any underground or above ground fuel storage tanks on or about the Facility.

(ii) Operator shall give the Authority written notice immediately upon Operator's knowledge of any Hazardous Substances existing in or about the Facility or any other section of the Service Area that impacts soil, groundwater, or surface water, or requires notification of regulators.

(iii) Operator, at its own expense, shall promptly provide to the Authority copies of all submissions made to any regulatory agency pursuant to this Section 4.04(a)(11). Operator, at its own expense, shall promptly provide copies of all field reports, laboratory and analytical data, and all QA/QC documents to the Authority. If any cleanup must be undertaken because of any spills or discharges or hazardous substances or wastes at the Facility or other sections of the Service Area, which occur due to any action or inaction of Operator, its agents, servants, employees, contractors and/or subcontractors during the Term of this Agreement, then Operator shall, at its own expense, prepare and submit the required plans and financial assurances and carry out the approved plan. The Authority shall have the right to approve any cleanup plan prepared pursuant to the provisions of this Section 4.04(a)(11).

(iv) Notwithstanding the expiration or earlier termination of this Agreement, if there exists a violation of environmental laws at the Facility or any other section of the Service Area for which Operator is liable or if Operator has failed to fulfill its obligations under this Section 4.04(a)(11), Operator shall reimburse the Authority for the amount required for the Authority to cure the violation of environmental Laws and/or to cure Operator's default by fulfilling Operator's obligations under this Agreement.

(v) Operator's failure to abide by the terms of this Section 4.04(a)(11). shall be enforceable by injunction, in addition to all other remedies available

at law and/or in equity.

12) Not transfer, assign or convey its obligations under this Agreement without the prior written consent of the Authority, which may be withheld in the Authority's sole discretion. In the event that such a transfer, assignment or conveyance is contemplated, the Operator shall, prior to any such transfer, assignment or conveyance, provide written notice thereof to the Authority, together with written confirmation that the Operator's obligations are not (and will not be) adversely affected, and that the credit worthiness of the new entity is at least equal to that of the Operator. Such notice shall be accompanied by documentation (in form and content satisfactory to the Authority) that supports the foregoing conclusions concerning the financial strength of the new entity and its ability to perform all of the Operator's obligations hereunder without modification or diminution; or

13) Not enter into a merger or other business relationship or reorganization, without the prior written consent of the Authority, if that merger or other business relationship or reorganization will result in a change in the control of the Operator, unless the other company (as of the date of the merger or initiation of the other business relationship or reorganization) (i) has no material liabilities as evidenced by documentation submitted to, and satisfactory to, Authority, and (ii) assumes all of the Operator's obligations under the terms of this Agreement.

b) Operator agrees and warrants that it shall:

1) Maintain separate accounting records regarding the Facility, including bus utilization levels and parking space utilization as required by Section III of the RFP, and as described in Section 10.03 of this Agreement.

2) Provide the Authority with (i) information, whether or not publicly available, (ii) notice of any events that have occurred or are anticipated to occur, (iii) the filing of any litigation or notice of any threatened litigation, or other such proceeding, whether before a court, tribunal, arbitration panel, agency or otherwise, in each instance concerning any material adverse change in the fiscal or operating condition of the Operator within fifteen (15) days of its occurrence or knowledge of same.

3) Provide the Authority with prompt notice of any material litigation or threatened litigation or claims involving the Operator that may affect the Operator's ability to perform its obligations pursuant to this Agreement or with respect to the Facility or the transactions contemplated by the terms of this Agreement.

4) Provide the Authority with a performance bond in the sum of \$75,000.00 as required by Section III of the RFP, and in the form of Exhibit D annexed hereto, to insure the faithful performance of its obligations herein. In the event of the insolvency of the Surety, the Operator shall, within thirty (30) days, furnish and maintain a replacement performance bond in a form acceptable to the Authority.

4.05 Representations by Operator

The Operator represents and warrants to the Authority that:

a) The Operator is a duly organized and validly existing _____ in good standing in the state in which it is incorporated, and duly authorized to transact business in the State.

b) The Operator has full corporate power and authority to enter into this Agreement and to perform the duties and obligations hereunder. This Agreement has been duly authorized, executed and delivered by the Operator and the authorization,

execution, delivery and performance of this Agreement by the Operator will not violate any law, judgment, order, ruling or regulation applicable to the Operator and does not constitute a breach or default of any agreement or instrument by which the Operator is bound.

c) The Operator holds, and will continue to hold throughout the Term all approvals, licenses, permits, and certifications necessary to operate, maintain, manage, improve and repair the Facility in accordance with the terms and provisions of this Agreement, and shall employ sufficient number of duly competent and experienced personnel on its staff who have direct experience in operating, maintaining, managing, improving and repairing facilities similar in nature and character to the Facility.

d) No litigation is pending or threatened (or reasonably foreseeable) against the Operator that would impair its ability to perform its duties and obligations under this Agreement.

e) At all times during the Term, the Operator shall keep the Facility and all components thereof free from any and all liens and encumbrances arising out of or in connection with its operation, maintenance, management, improvement and repair of the Facility or any acts, omissions or debts of the Operator, its parents, any of its subsidiaries, or any of its subcontractors, consultants or other third parties.

ARTICLE 5. CONDITION OF THE FACILITY

5.01 Condition of the Facility

The Operator, upon execution of this Agreement, shall assume operational control of the Facility. Prior to submitting its Proposal and executing this Agreement, the Operator examined the Facility, including all facilities, furniture, and appliances, and is satisfied

with its present condition. The Operator, by executing this Agreement, accepts the Facility in its "**AS-IS**" condition. **The Authority makes no representation or warranty, either express or implied, as to the condition of the Facility or that the Facility will be suitable for the Operator's purposes or needs, and all warranties, express or implied, including warranties of merchantability and/or fitness for a particular purpose, are expressly denied hereby.**

5.02 Improvements by the Operator

(a) All improvements, alterations, and additions made by the Operator to the Facility will be performed or undertaken with the prior written consent of the Authority. All improvements, alterations and additions are and shall become the property of the Authority upon installation.

(b) Prior to, or upon the expiration or earlier termination of the Term, the Operator shall, at its expense, remove from the Facility all its personal property and such improvements, which have been installed by the Operator, as the Authority directs the Operator to remove.

(c) The Operator shall repair any damage done by it or which occurs in connection with the installation or removal of such improvements at the Facility at its sole cost and expense.

(d) Any equipment, fixtures, goods or other property of the Operator, not removed by the Operator upon the expiration or earlier termination of this Agreement, or upon any quitting, vacating or abandoning the Facility by the Operator, shall be considered abandoned by the Operator and the Authority shall have the right, without any notice to the Operator, to convert the same for the Authority's use, or to sell or otherwise

dispose of the same, at the sole expense of the Operator; and the Authority shall not be accountable to the Operator for any part of the proceeds of such sale, if any. Operator shall be liable to Authority for all costs incurred by Authority to remove and/or dispose of the same.

5.03 Cessation of Use

a) Upon the date of the cessation of this Agreement, whether by termination, expiration or otherwise, the Operator covenants and agrees to yield and deliver peaceably to the Authority the possession of the Facility, promptly and in good condition. The Operator shall cooperate with the Authority, as may be required, to insure a smooth and orderly transition of the Facility to another Operator.

b) Upon the termination of this Agreement for any reason whatsoever, the Authority shall have the right to recover all equipment, material or supplies that are the property of the Authority that have been entrusted to the Operator for the performance of Services contemplated by this Agreement.

ARTICLE 6. TERM OF AGREEMENT.

6.01 Term

This Agreement is for a term of five (5) years (the "Initial Term"). The Initial Term of this Agreement shall commence on _____, [2019] and shall expire at midnight on _____, [2024], unless earlier terminated pursuant to the Agreement or pursuant to law, or otherwise extended as provided herein.

6.02 Extension Option

This Agreement may be extended for an additional two, one-year renewal periods at the option of the Authority, by providing written notice to the Operator at least sixty (60)

days prior to the expiration of the then current term of the Agreement of the Authority's intent to extend this Agreement, under the same terms and conditions as provided herein. Each renewal period (if any) together with the Initial Term shall be referred to herein as the "Term".

6.03 Termination

This Agreement may be terminated by the Authority prior to the expiration of the Term (i) upon an Event of Default, subject to any cure period if applicable, or (ii) upon sixty (60) days' prior written notice to the Operator for the convenience of the Authority.

ARTICLE 7. PAYMENTS AND COMPENSATION

7.01 Payments

a) Throughout the Term, Operator shall pay to the Authority an annual license fee of \$_____ for the use of the Facility (the "Annual License Fee"). This Annual License Fee shall be paid to the Authority in twelve (12) equal monthly installments of \$_____ due on the first day of each month (the "Monthly Installment"). The first Monthly Installment will be due on _____, [2019].

b) With the award of this contract, the Operator will be required to receive its payment(s) electronically and invoices should be emailed to: invoicefb@njta.com. In order to receive payments via automatic deposit from the Authority, the Operator shall complete and return the "Authorization Agreement for Direct Payments (ACH Credits)" Form with an **original voided check or bank letter**. The form must include the ABA number (routing or transit number), bank account number and indicate whether the bank account is a checking or savings account. The Form and instructions are located in the Instruction to Bidders on the Authority's website <http://www.njta.com/doing->

[business/goods-and-services](#). The Operator shall email the completed Form along with the required voided check or bank letter to achvendor@njta.com.

7.02 Late Fees

In the event that the Operator tenders payment of any Monthly Installment more than ten (10) days after the due date as provided herein, the Operator shall pay, together with such Monthly Installment, a late charge equal to 5% of the amount of the Monthly Installment and an additional late charge of 5% of the amount of the Monthly Installment for each subsequent ten (10) day period, or portion thereof, that such Monthly Installment remains unpaid, in each case subject to maximum amount allowed to be charged by law. If payment of the Monthly Installment (including any applicable late fee) is not made by the Operator, the Authority may send the Operator a Notice of Default pursuant to Section 15.01(a) of this Agreement. If the Default is not cured within ten (10) days of receipt of the Notice of Default, the Authority may terminate this Agreement in accordance with the provisions of Section 15.02 herein.

7.03 Operator's Compensation

Notwithstanding the obligation of the Operator to pay the Annual License Fee in twelve equal Monthly Installments as required by Section 7.01 hereof, the Operator may retain as its compensation the fees derived from duly executed Facility License Agreements in the form attached hereto as Exhibit C. These fees collected from Licensees for access to the Facility ("Bus Egress Fees"), parking fees collected from vehicles entering the parking lot ("Parking Fees"), and other fees collected from the use of vending machines shall collectively be known as the "Operator's Compensation." The Bus Egress Fees and the Parking Fees that the Operator is authorized to charge are set

forth in Section III of the RFP, attached hereto as Exhibit A. In no event will Operator increase the Bus Egress Fee, Parking Fees or vending prices without Authority's prior written consent, which may be withheld in the Authority's sole discretion. If the Authority agrees to increase the Operator's Compensation at the Facility, the Annual License Fee payable by the Operator to the Authority shall be subject to a comparable increase over and above the previous year's license fee and will be effective the first day of the month that such increased Operator's Compensation takes effect. By way of example, only, if the Operator's Compensation increases by three (3%) percent, then the Annual License Fee due from Operator to the Authority for that same period will also increase by three (3%) percent. The increased Monthly Installment shall be paid by the Operator to the Authority in accordance with the payment terms and as outlined in Section 7.01.

7.04 Security Deposit

The Operator shall pay the Authority, on the date of execution of this Agreement, a security deposit of \$10,000.00 which shall be deposited into a non-interest bearing account of the Authority to secure the performance of the Services, or the payment of fines or penalties or damages or fees due from the Operator. Any part of the security deposit that is used to reimburse the Authority for unpaid fines, penalties, damages, fees or other costs hereunder shall be replenished by the Operator within ___ days of receipt of notice from the Authority. If the Operator fails to replenish the security deposit in accordance with the preceding sentence, the same shall be deemed an "Event of Default" hereunder. Any unused portion of the security deposit will be returned to the Operator within thirty (30) days following the expiration or earlier termination of the Agreement, but subject to the Authority's right to first apply the security deposit to cure any then pending

defaults and/or to repair any damage to the Facility caused during the Term.

7.05 Reimbursement to Authority

a) If the Authority pays any sum or sums or incurs any obligation or expense which the Operator has agreed to pay or, reimburse the Authority for, or if the Authority is required or elects to pay any sum or incurs any obligation or expense by reason of the failure, neglect or refusal of the Operator to perform or fulfill any one or more of the conditions, covenant or obligations contained in this Agreement or as a result of an act or omission of the Operator contrary to the said conditions, covenants and obligations, the Operator agrees to pay the sum(s) so paid or the expense(s) so incurred, including all interest, costs, damages and penalties. In order for the Authority to receive reimbursement from the Operator, the Authority will, prior to payment of any such sum, provide notice to the Operator that such sums are outstanding. The Operator shall have 10 days from receipt of said notice to pay the sum demanded. If the Operator fails to pay the sum demanded, the Authority may pursue all legal and contractual remedies, including but not limited to issuing a Notice of Default, electing to use the Operator's security deposit, or pursuing the Operator's performance bond, and in each case, to recover the Authority's attorneys' fees and costs so incurred. At the Authority's option, the sums owed may be added to any Monthly Installment of the Annual License Fee thereafter due hereunder, in lump sum or partial payments, and each and every part of the same may become additional fees, at the Authority's option, recoverable by the Authority in the same manner and with like remedies as if it were originally part of the Annual License Fee payable in accordance with Section 7.01. This Section shall not be deemed to limit any other remedies provided herein.

b) During the Term of this Agreement, ticket sales for Operator's Commuter Bus Service, sold through ticket vending machines or otherwise, shall not exceed the number of parking spaces allocated to the Facility. If the Authority documents that at least five (5) days in any month Operator has oversubscribed the Facility, such that its customers' cars are observed parking in areas not expressly designated for Operator's customers, then the presumption will be that Operator has oversold the Facility for every day of that month. Operator will be required to pay a fine of **\$5,000** per month unless Operator provides to the Authority documentation to the Authority's satisfaction, in its sole discretion, that the Facility has only been oversold on certain days, in which event the prescribed fine will be assessed on a pro-rata basis for the subject month. The fine will be assessed at the end of each month, and payment will be due within ten (10) days.

ARTICLE 8. OPERATING NAMES; SIGNAGE

8.01 Operating Names

Any name, designation or service mark proposed for use or display at the Facility or for the Operator's Services at the Facility shall be approved in advance in writing by the Authority; and the Operator shall have the right to use and display the name, designation or service mark only so long as this Agreement is in force and effect. If for any reason the Operator ceases its operation at the Facility, the Operator's right to use such name, designation or service mark shall immediately cease; and the Authority or its designee shall have the sole right, at no cost, to use such name, designation or service mark and the Operator hereby consents to such use thereof. Any registration or filing by the Operator with respect to such name, designation or service mark shall indicate the Authority's interest therein and the form thereof shall be approved in advance by the

Authority in writing. The Operator agrees to assign and transfer to the Authority any such registration or filing and any other rights in or to the use of such name, designation or service mark promptly upon written request therefore from the Authority at no cost to the Authority. Nothing contained herein is intended to apply to the continuing use by the Operator of its customary name (including _____), or Operator's designation or service mark used elsewhere in its operations prior to the making of this Agreement.

8.02 Signage

All signs relating to the Facility shall be fabricated by Operator subject to the Authority's prior written approval. The Authority shall install such signs and shall use its good faith efforts to include park/ride signage for the benefit of Operator's Commuter Bus Service where appropriate on the Turnpike in order to provide notice to motorists of the Facility.

ARTICLE 9. INSPECTION BY THE AUTHORITY; NON-INTERFERENCE

9.01 Inspection and Entry by the Authority

Operator agrees that the Authority and Authority's, agents, employees, or other representatives, shall have the right to enter into and upon the Facility, or any part thereof, at all reasonable hours for the purpose of inspecting the Facility or making repairs or alterations as may be necessary for the safety and preservation of the Facility. This Section shall not be construed to create an obligation on the part of the Authority to make any such inspections, repairs or alterations; and if the Authority makes any such repairs and/or alterations, Operator shall reimburse the Authority for same within thirty (30) days of receipt of Authority's documented demand for same.

9.02 Non- Interference

a) The Operator and its employees, agents and contractors shall operate and use the Facility in a careful, safe and orderly manner so as not to interfere in any way with the maintenance, operation or business of the Authority or its subsidiaries, licensees, agents or contractors or with any structures or facilities appurtenant to the business of the Authority.

b) So long as the Operator is not in Default hereunder, the Authority and its employees, agents and contractors shall not interfere with the operation or maintenance of the Facility or any other Services performed by the Operator at the Facility, without providing prior written notice to the Operator, except in case of emergency when no prior written notice shall be required.

c) The parties acknowledge and agree that the Authority reserves the right, in its sole discretion, in order to protect the Authority's interest and the public-at-large to control, direct and supervise all operations of the Facility, including the traffic flow of all buses and passenger vehicles and the passenger loading thereon and unloading therefrom.

d) Operator agrees that the Authority shall have the right (x) to enter into, modify and terminate licenses, easements and other agreements pertaining to the use and maintenance of the Facility; (y) to close all or any portion of the common area or the entire Facility to such extent as may, in the opinion of the Authority, be necessary to maintain, repair, or replace same, or to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; and (z) to do and perform such other acts in and to the Facility as the Authority shall determine to be advisable.

e) Further, and without limiting (c) and (d) above, the Authority reserves the right to close or otherwise limit access to the Facility due to safety concerns or emergency situations, in which event the Authority will have the right to lock or otherwise prevent access to the Facility and prohibit or otherwise limit the Operator and its customers any and all access thereto with or without notice. In such event, the Authority will have no liability to the Operator or its customers for any lost profits, damages, or otherwise.

ARTICLE 10. OPERATOR'S ORGANIZATION.

10.01 General Warranty

The Operator warrants and represents that it is financially sound and responsible and experienced in and competent to perform the type of Services required hereunder. The Operator further warrants and represents that it is familiar with all Applicable Laws, and with the content of this Agreement and all documents referred to herein, and the nature of the Services to be provided and with all other circumstances and conditions pertinent to the performance of its obligations hereunder.

10.02 Personnel

a) The Operator shall hire and employ competent employees in a sufficient number to perform the Services in a professional, neat, clean and orderly manner, and shall adopt methods and procedures so as to keep the Facility in a neat and orderly condition.

b) The Operator shall furnish to the Authority an integrated organization chart containing the names of key personnel that will work at the Facility and/or manage the Services (the "Key Persons"). The organization chart shall include the allocation of

key employees to specific tasks. The Operator shall provide the Authority with a revised organization chart and professional biographies whenever it makes changes to the organization chart or to the employees assigned to provide the Services. ***The Authority, in its sole discretion, may request that key personnel appear for an oral interview prior to receiving the Authority's approval to work at the Facility.*** Prior to assigning or changing personnel or functions within the organization chart, the Operator must receive written approval from the Authority. All persons employed by Operator to perform the Services shall at all times be and remain employees of Operator. Operator shall be solely responsible for compliance with all employment related laws, and shall be solely responsible for all payroll, withholding, health benefits and all other benefits.

c) The Operator shall furnish to the Authority, within seven (7) working days, after notification to the Authority that a Key Person is unable to continue performance, the name of the person proposed to be substituted for the person unable to continue, together with a professional biography and any additional information the Authority may require to judge the experience and competence of the proposed substitute person. The Authority must approve the proposed substitute person prior to that proposed person assuming that position.

d) In the event that, in the opinion of the Authority, the performance of any personnel of the Operator is unacceptable or that the performance of any personnel of any Licensee, which has entered into a Facilities License Agreement for the use of the Facility, is unacceptable, after notice to the Operator of the unacceptable performance, such person(s) shall cease to be assigned to the Facility. The Operator shall remove personnel within fifteen (15) days after receipt of notice from the Authority.

e) The continued assignment by the Operator or any Licensee, after notice by the Authority, of any employee not properly qualified, or found to be completing the Services in an unsatisfactory manner or contrary to the specifications, or who is disorderly, or who shall work in any unsafe manner shall be cause for termination of this Agreement, or of any Facility License Agreement as applicable, by the Authority. The Division Manager, Patron Services, shall be immediately notified in writing of the termination of any Key Personnel of the Operator, regardless of the reason for such action.

10.03 Accounting and records

a) The Operator shall set up, keep, and maintain in accordance with generally accepted accounting principles (GAAP) during the Term and for seven (7) years after expiration, termination, or revocation date thereof, records, payroll records and books of account (including records of original entry and daily forms) recording all transactions of the Operator at, through, or in any way connected with or related to the operation of the Facility and performance of the Services, including but not limited to, expenses associated with the operation and maintenance of the Facility, and all matters relating to the charges payable to the Authority or collected by the Operator, including without limitation, all Facility License Agreements, Parking Fees, Bus Egress Fees, [vending revenues] and such additional information as the Authority may from time to time require. The Operator shall permit, during ordinary business hours during the Term and for seven (7) years thereafter, the examination and audit by the officers, employees and representatives of the Authority of such records and books relating to the Services and

also any records and books of any company which is owned or controlled by the Operator, or which owns or controls the Operator if said company performs services similar to those performed by the Operator anywhere in the State of New Jersey (each a “related company”).

b) Any sales tax imposed upon and added to the retail price of services collected by the Operator shall be excluded from Gross Revenues reported to the Authority.

c) The Operator shall furnish to the Authority monthly detailed unaudited reports of Gross Revenues and Expenses for the previous month, the components thereof to include but not be limited to the number of sales of daily and monthly parking passes and Bus Egress and Parking Fees collected. The report shall be in a format that is acceptable to the Authority and submitted by the 20th day of the following month.

d) Within sixty (60) days after each year of operation, the Operator shall furnish to the Authority a statement of Gross Revenues and Expenses from the Services at the Facility certified by its Chief Financial Officer or Certified Public Accountant.

Where practical, all the foregoing records shall be maintained in a location situated in the State of New Jersey. If any of the records are maintained outside that location, Operator may send copies of same to a suitable location in New Jersey within a reasonable time period following a request by the Authority. If the Authority’s auditor wishes to inspect original records maintained outside the State of New Jersey, the Operator [at its option,] may have same delivered to its offices within the State of New Jersey or may pay the additional, reasonable costs of the auditor to travel to the location where the records are maintained.

e) In no event shall such books and records be disposed of or destroyed during the pendency of any dispute or claim between the Authority and Operator with regard to this Agreement and/or the Services provided hereunder.

ARTICLE 11. LIABILITY.

11.01 Indemnification

a) The Operator agrees to defend, indemnify, save and hold harmless the Authority, its officers, commissioners, directors, employees and agents (the “Indemnified Parties”) and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys’ fees and costs and court costs) (collectively “Liabilities”) including, without implied limitations, liabilities for damage to property or Liabilities for injury or death to or of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death to or of the officers, agents and employees of either the Operator or the Authority), resulting from the use or occupancy of the Facility by Operator or any Licensee, the Operator’s performance of the Services, or resulting from any act or omission or from the willful misconduct of the Operator, Licensee or of any of their officers, agents, subcontractors or employees that arise out of or are in any manner related to the subject matter of this Agreement, excluding only claims caused solely by the sole negligence of the Authority. The obligations in this Section shall survive the termination, expiration or rescission of this Agreement.

b) The Operator hereby covenants and agrees to indemnify the Indemnified Parties against all loss of money or other property, real or personal, belonging to the Authority, or in which the Authority has a pecuniary interest, or for which the Authority is

legally liable, or which is held by the Authority in any capacity whether the Authority is legally liable therefore or not, occasioned through robbery, burglary, theft, larceny, embezzlement, forgery, misappropriation, wrongful abstraction, willful misapplication, negligent loss, mysterious disappearance or destruction, or fraudulent or otherwise dishonest act or acts, committed by any one or more of the officers, employees or agents of the Operator, acting alone, directly or in collusion with others, during the effective period of this Agreement.

11.02 Non-Liability of Authority

a) The Authority shall not be liable for (and the Operator shall make no claim for) any property damage or personal injury which may be sustained by Operator or any other person as direct or indirect consequence, or in any way arising out of the Operator's performance of its obligations hereunder, including but not limited its obligations to maintain or repair the Facility or any portion thereof, in accordance with this Agreement, and in particular, Section III of the RFP; by reason of the weather conditions; resulting from the carelessness, negligence or improper conduct on the part of the Operator, any tenants, and/or any agents, employees, guests, licensees, including without limitation Licensees, invitees, subtenants, assignees or successors of the Operator; or attributable to any interference with, interruption of or failure, beyond the control of the Authority.

b) The Operator shall give the Authority prompt written notice of the occurrence of any event that may give rise to a claim pursuant to this Article. The Operator shall indemnify the Authority from any Liabilities and expenses (including legal fees) suffered or incurred in connection with the matters referred to in this Article.

c) The Operator assumes full responsibility for the all equipment employed

in performing the Services hereunder and agrees to make no claims against the Authority for damages to such equipment from any cause whatsoever.

11.03 Personal Liability

Neither the members of the Authority nor any officer, commissioner, director, agent, or employee thereof, shall be held personally liable under any provision of this Agreement or because of its execution or attempted execution or because of any breach thereof.

11.04 Liability of Operator

Neither the requirements of the Authority under this Agreement, nor approval of the Authority of the methods of furnishing the Services hereunder, nor the failure of the Authority to call attention to improper or inadequate methods or to require a change in the method of furnishing Services hereunder, nor the failure of the Authority to direct the Operator to take any particular precautions or to refrain from doing any particular thing shall relieve the Operator of its liability for injuries to persons or damage to property arising out of its operations.

11.05 Force Majeure

Neither the Operator nor the Authority shall be liable to each other for any failure or delay in the performance of any obligation under the terms of this Agreement due to the occurrence of an event of Force Majeure and no Event of Default shall arise from such failure or delay, provided, however, that the Operator's obligation to pay the Authority hereunder shall not be excused by a Force Majeure Event. The Party whose performance under this Agreement has been affected by the occurrence of an event of Force Majeure shall provide prompt written notice of the cessation of such event of Force Majeure to the other Party. Whenever an event of Force Majeure shall occur, the party claiming to be

adversely affected thereby shall, as quickly as possible, use reasonable efforts to eliminate the cause therefore, reduce costs and resume performance under the terms of this Agreement. If the Force Majeure event continues for more than thirty (30) days, then the Authority shall have the right to terminate this Agreement on written notice to Operator, with no liability to Operator for lost anticipated profits, damages, or otherwise.

ARTICLE 12. INSURANCE

The Operator shall at all times comply with the insurance requirements set forth in Section V of the RFP. Prior to any renewal of this Agreement, the Authority shall have the right to renew and amend (increase) the insurance policies and limits so prescribed. Copies of all policies prescribed in Section V of the RFP, as the same may be amended, will be provided to the Authority upon request.

ARTICLE 13. COMPLIANCE BY AUTHORITY AND OPERATOR.

13.01 Compliance with Applicable Law

The Operator shall observe and comply with all Applicable Laws that affect the management, operation and maintenance of the Facility and the operation of Services at the Facility. The Operator shall comply with, and shall use its best efforts to ensure that all Licensees comply with, all Interstate Commerce Commission (“ICC”) laws, rules, regulations, orders, and directives, including without limitation, licensing and rate filing requirements. The Operator shall also comply with, and shall use its best efforts to cause all Licensees to comply with, any other law, rule, regulation, order or directive of any other governmental entity charged with the responsibility and authority to regulate transportation. The Operator shall terminate the Facilities License Agreement of any

Licensee that fails to comply with the terms of this Agreement and/or the Facilities License Agreement, subject to any applicable notice and/or cure periods prescribed herein and/or in the Facilities License Agreement.

13.03 Permits and Licenses

The Operator shall procure any and all required permits, licenses, and approvals, pay all charges and fees therefore, and shall give all notices necessary pursuant to Applicable Law and incidental to the due and lawful prosecution of the Services. The Operator shall provide copies of all required permits, licenses, and approvals to the Authority upon receipt of same by the Operator. The Operator shall ensure that all Licensees have procured all required permits, licenses and governmental approvals pursuant to Applicable Law and have provided proof of same to the Operator, and shall so certify to the Authority within five (5) business days of the execution of any Facilities License Agreement.

13.04 Code of Ethics

The Operator is advised that the Authority has promulgated a Code of Ethics (the "Code") pursuant to the laws of the State of New Jersey, and the Operator hereby confirms that it has received a copy of said Code. By entering into this Agreement, the Operator agrees to be subject to the intent and purpose of said Code and to the requirements of the State Ethics Commission.

13.05 Termination In Event Of Condemnation

If all or any part of the Facility shall be acquired or condemned by eminent domain, the Term of the Agreement shall cease from the date of title vesting in the condemnor

and Operator shall have no claim for any losses or the value of its licensee interest.

13.06 Marketing and Promotion

The Authority and Operator will cooperate in the marketing and promotion of the Facility. All such activities shall be at Operator's sole cost and expense, and any use of the Authority's name and/or logo shall be subject to the Authority's prior written approval, which may be withheld in the Authority's sole discretion. Upon expiration or earlier termination of this Agreement, Operator shall immediately discontinue any use of the Authority's name or logo for any purpose whatsoever and shall remove the same from all materials, whether in print, on line, or in any other media.

13.07 Non-Discrimination; Affirmative Action; Equal Opportunity Employment

a) Operator hereby agrees that the provision of N.J.S.A. 10:2-1 through 10:2-4 and N.J.S.A. 10:5-31. et seq., as amended and supplemented, and the rules and regulations and promulgated pursuant thereto, are hereby made a part of this Agreement and are binding upon it. The Operator shall not discriminate in the hiring or promotion of any minorities, as designated by the Equal Employment Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey, nor discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status and affectional or sexual orientation or handicap. Operator will not discriminate against any (i) employee or applicant for employment, or (ii) subcontractor or supplier, because of age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity or expression, disability, nationality or sex. Operator will take affirmative action

to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but shall not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Operator agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Authority Compliance Officer setting forth provisions of this nondiscrimination clause. Where applicable, Operator will, in all solicitations or advertisements for employees, subcontractors or suppliers, placed by or on behalf of Operator, state that all qualified applicants will receive consideration for employment or engagement without regard to age, race, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity, or expression, disability, nationality or sex. Where applicable, Operator will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or worker's representative of Operator's commitments in accordance with this Section 27, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Operator, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act. Operator agrees to make good faith efforts to meet targeted county

employment goals established in accordance with N.J.A.C. 17:27-5.2. Operator agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity, or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices. Operator agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms to the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions. In conforming with the targeted employment goals, Operator agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectation or sexual orientation, gender identity, or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

b) In addition, the Operator agrees to complete the appropriate forms attached as follows:

(a) Mandatory Affirmative Action Language; and

(b) AA-302 form State of New Jersey Affirmative Action Employee Information Report

However, if the Operator maintains a current Letter of Federal Approval, or a current

Certificate of Employee Information Report Approval as issued by the Department of the Treasury, State of New Jersey, it may be submitted in lieu of the AA-302 form. The Operator acknowledges that the obligations of this Article and Section II(P) of the RFP are the continuing obligation of the Operator and its Licensees, contractors and subcontractors throughout the Term of this Agreement.

13.08 Other Continuing Obligations of the Operator

The Operator acknowledges the continuing nature of the obligations imposed upon it by Section II of the RFP, specifically its continuing obligations to comply with the requirements set forth in Section II(Q) – Small Business Enterprise Requirements; Section II(R) – Division of Revenue Registration; Section II(S), State Contractor Political Contributions Compliance Public Law 2005, Chapter 51 and Executive Order 117; and Section II(T), Affidavit of Moral Integrity.

ARTICLE 14. DISPUTES.

In the event of a dispute between the Authority and the Operator as to the interpretation of any term or condition or this Agreement or any obligations hereunder, the Operator shall submit the question to the Authority's Director of Law in writing for decision. The Director of Law will ascertain the facts involved and will render a decision in writing. The Director of Law's decision shall become a legally binding part of this Agreement.

ARTICLE 15. DEFAULT AND REMEDIES

15.01 Events of Default

The following shall constitute an Event of Default under this Agreement:

- a) The Operator has defaulted in the payment of any fees or any other

charge payable hereunder by the Operator to the Authority on any date upon which the same becomes due, and such default has continued for ten (10) days after the Authority has given to the Operator a written Notice of Default;

b) The persistent or repeated failure by the Operator to: make payment or issue reimbursement of any fees to the Authority, or to operate, maintain, manage, and/or repair the Facility in accordance with the terms and provisions of this Agreement, or its obligations and duties created hereunder and/or by Applicable Law;

c) The Operator has defaulted in the due keeping, observing or performing of any covenant, agreement, term, provision or condition of Section 4.02 (Use of Facility), Section 11.01 (Indemnification), Section 11.03 (Personal Liability) or Article 12 (Insurance) herein on the part of the Operator to be kept, observed or performed and such default has continued and has not been remedied by the Operator within forty-eight (48) hours after the Authority has given to the Operator a written notice specifying the same;

d) The Operator has defaulted in the due keeping, observing or performing of any covenant, agreement, term, provision or condition of this Agreement on the part of the Operator to be kept, observed or performed (other than a default of the character referred to in clauses (a), (b) and (c) of this Section), or if the Operator has violated any Applicable Law, and such default has continued and has not been remedied by the Operator within ten (10) days after the Authority has given to the Operator a written notice specifying the same; provided, however, that any such failure which can be remedied, but which cannot with due diligence be remedied within such ten (10) day period, shall not give rise to the Authority's right to terminate this Agreement as provided herein, if the

Operator commences diligent efforts to remedy such failure within such ten (10) day period and the failure is diligently pursued until the failure is remedied, provided that in no event shall such cure period continue beyond thirty (30) days from the Authority's initial notice absent express approval from Authority. Further if notwithstanding Operator's diligent efforts the breach has not been remedied within thirty (30) days, then the Authority may terminate the Agreement for cause as herein provided;

e) The Operator has abandoned, deserted, vacated or discontinued its operations at the Facility for any reason whatsoever;

f) The Operator is adjudicated a bankrupt, insolvent or is placed in receivership, or should proceedings be instituted by or against the Operator for bankruptcy, insolvency, receivership, agreement of composition or assignment for the benefit of creditors, or if this Agreement or the estate of the Operator hereunder shall pass to another by virtue of any court proceedings, writ of execution, levy, sale, or by operation of law and/or such proceeding is not terminated or discharged within 60 days;

g) If any representation and/or warranty made by the Operator shall prove to be false and/or misleading in any material respect and the legality of this Agreement or the ability of the Operator to carry out its duties and obligations under this Agreement is thereby adversely affected.

15.02 Remedies

Whenever an Event of Default has occurred and is continuing, the Authority may, at its option, immediately and without prior notice of such Event of Default, except if notice is otherwise required herein, invoke any or all of the following remedies together with any other remedies available at law or in equity:

- a) The right to terminate this Agreement;
- b) The right to specific performance, an injunction or any other appropriate equitable remedy;
- c) The right to seek money damages from a court of competent jurisdiction;
- d) The right to use all or part of the security deposit submitted by the Operator to reimburse the Authority for unpaid fees or any other costs or damages;
- e) The right by force or otherwise, to re-enter the Facility to have and again possess and enjoy, without being liable for prosecution therefore or for damages;
- f) The right to replace the Operator as the manager and operator of the Facility; and/or
- g) The right to remove all persons, goods, fixtures and chattels therefrom, by force or otherwise without liability for damages.

Nothing contained herein shall be construed as limiting or precluding the recovery by the Authority against the Operator of any sums or damages to which the Authority may lawfully be entitled by reason of any default hereunder on the part of the Operator.

15.03 Remedies Cumulative; Non-Waiver by Authority

- a) The various rights, remedies, options and elections of Authority, expressed herein, are cumulative, and the failure of the Authority to enforce strict performance by the Operator of the condition and covenants of this Agreement to exercise any election or option or to resort or have recourse to any remedy herein conferred, in any one or more instances, shall not be construed or deemed to be a waiver or a relinquishment of any present or future right of the Authority to enforce the strict performance of any such conditions and covenants or the recourse to any remedy, option

or election herein, rather, same shall continue in full force and effect.

b) No acceptance by the Authority of fees, charges or other payments in whole or in part for any period or periods after a default of any term, condition, covenant or condition under this Agreement, shall be deemed a waiver of any right on the part of the Authority to terminate the Agreement.

c) No waiver by the Authority of any default on the part of the Operator in performance of any of the terms, covenants or conditions hereof to be performed, kept or observed by the Operator shall be or be construed to be a waiver by the Authority of any other or subsequent default in performance of any of the said terms, covenants and conditions of this Agreement.

d) In any action to enforce this Agreement, the Authority shall be entitled to recover, in addition to, and not in lieu of, any other relief or remedy awarded to it, all costs and attorneys' fees so incurred.

15.04 Forfeiture

If the Operator or any agents of the Operator, employees, or representatives shall give, offer to give or promise to give or pay, either directly or indirectly, any money, property, entertainment, or other valuable thing to secure the award or execution of this Agreement, to any employee of the Authority, or to any agents of the State for any reason, purpose, cause, or as an indictment, bribe or required for doing or omitting to do any act, or for showing any favor or disfavor in relation to the Agreement, the making of such gifts, offer to give, inducement, or promise, shall constitute a violation of the Agreement. Upon proof to the Authority of such violation this Agreement shall be deemed void ab initio and the Authority shall immediately take possession of the Facility.

ARTICLE 16. JURISDICTION AND AUTHORITY OF THE STATE POLICE.

a) Traffic on the Turnpike is under the direct supervision and control of the State Police who will enforce all laws including the Authority's established "Regulations Relating to the Control of Traffic on the New Jersey Turnpike," (the "Regulations"). The Authority's regulations are found at N.J.A.C. 19:9-1 et seq.

b) If the State Police should observe any hazardous condition connected with or related to the Operator's performance of its obligations hereunder, or of any violation of the Regulations they will notify the Operator and the Authority and all work related to such hazardous condition or violation shall immediately be stopped and prompt remedial action shall be taken by the Operator. All costs incurred as a result of this action, and of all remedial action required, shall be borne entirely by the Operator without recourse against the Authority or State Police.

c) In the event the Operator encounters the loss, or suspected loss, of revenue at any location specified in this Agreement, the party discovering same shall immediately report the fact of such loss and the circumstances relating thereto immediately to the Authority and, on the Authority's approval, to the State Police.

d) Failure to stop all work related to any hazardous condition observed by the State Police or the Authority or the failure to promptly remediate any violation of the Regulations observed by the State Police or the Authority or the failure to remediate any hazardous condition observed by the State Police or the Authority are each Events of Default subject to the remedies established in Article 15.

ARTICLE 17. INQUIRIES AND NOTICES

All inquiries and notices with regard to the Agreement should be addressed in writing

and sent by Certified Mail, return receipt requested, or by overnight courier to:

If to the Authority:

James D. Carone, Deputy Executive Director
and
Erika Vargas-Garrison, Manager Patron Services
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095;

with a copy to:

Director of Law
New Jersey Turnpike Authority
P.O. Box 5042
Woodbridge, New Jersey 07095]

If to the Operator:

with a copy to:

ARTICLE 18. GENERAL CONDITIONS.

18.01 Parties Bound

This Agreement is to be binding upon the Authority, its successor or assigns, and upon the Operator, its successor(s) or permitted assignees or permitted transferees.

18.02 Entire Agreement

This Agreement, together with all the attached Exhibits constitutes the entire Agreement between the parties and supersedes all provisions, agreements, promises,

representations, whether written or oral, between the parties with respect to the subject matter of this Agreement. This Agreement shall be interpreted in accordance with the order of precedence established in Article 3 herein.

18.03 Severability

If any provision or portion of this Agreement shall be held invalid by a court of competent jurisdiction, the invalid portion shall be considered deleted herefrom and shall not invalidate the remaining provisions of the Agreement, which shall remain in full force and effect.

18.04 Modifications

This Agreement may be modified only by the written agreement of the Authority and the Operator.

18.05 Governing Law

The terms of this Agreement shall be governed by and construed under the laws of the State of New Jersey. Any action brought by either party involving any dispute related to this Agreement shall be brought only in the Superior Court of the State of New Jersey, to which exclusive jurisdiction both parties hereto hereby agree to submit.

18.06 Independent Contractor

Neither party shall be considered, nor hold itself out as an agent of the other, it being acknowledged that neither party has the authority to bind the other. The Operator is performing the Services as an independent contractor.

18.07 Assignment

This Agreement, or any part thereof, shall not be assigned or subcontracted by the Operator, without the specific prior written permission of the Authority, in its sole

discretion. Any attempted assignment without such prior permission shall be null and void. For purposes of this provision, an assignment shall include a change in control of the voting equity of Operator, a sale of all or substantially all of Operator's assets, a merger by law, or a reorganization by which Operator is not the surviving entity.

18.09 Foreign Corporation

The Operator agrees that, if applicable, it shall register as a "Foreign Corporation" with the Office of the Secretary of State of New Jersey, designating a resident agent for the service of process and shall provide written proof of such registration prior to the Authority's execution of this Agreement.

18.10 Section Headings

The Section headings herein contained have been inserted only as a matter of convenience or reference and in no way define, limit or describe the scope or intent of any terms or provisions of this Agreement.

18.11 Negotiated Agreement

This Agreement embodies the terms and conditions of a negotiated agreement between the Authority and the Operator; each has had an opportunity to confer with counsel; and each acknowledges that no presumption shall arise against the other as a proponent or drafter of any language in this Agreement.

18.12 Division of Revenue Registration

Pursuant to the terms of *N.J.S.A. 52:32-44*, the Consultant is required to provide to the Authority proof of valid business registration with the Division of Revenue in the Department of the Treasury, prior to entering into an agreement with the Authority. No agreement shall be entered into by the Authority unless the Consultant first provides proof

of valid business registration. The Consultant is required to receive from any sub-consultant it uses for goods and services under the Agreement, proof of valid business registration with the Division of Revenue. No sub-consultant agreement shall be entered into on account of any agreement with the Authority unless the sub-consultant first provides proof of valid business registration.

18.13 News Releases

No news releases pertaining to the Services shall be made without the Authority's prior approval which shall not be unreasonably withheld, conditioned or delayed.

18.14 Applicable Laws

The Consultant shall perform the Services in compliance with all applicable Federal, state, and local laws, ordinances, rules, regulations and orders.

[the rest of this page is left intentionally blank]

IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year first above written.

ATTEST:

NEW JERSEY TURNPIKE AUTHORITY

Kim Schurman
Secretary to the Authority

John M. Keller
Executive Director

[Corporate Seal]

APPROVED:

Director of Law

WITNESS OR ATTEST:

BY: _____

[Corporate Seal]

Exhibit A
RFP

Exhibit B-2

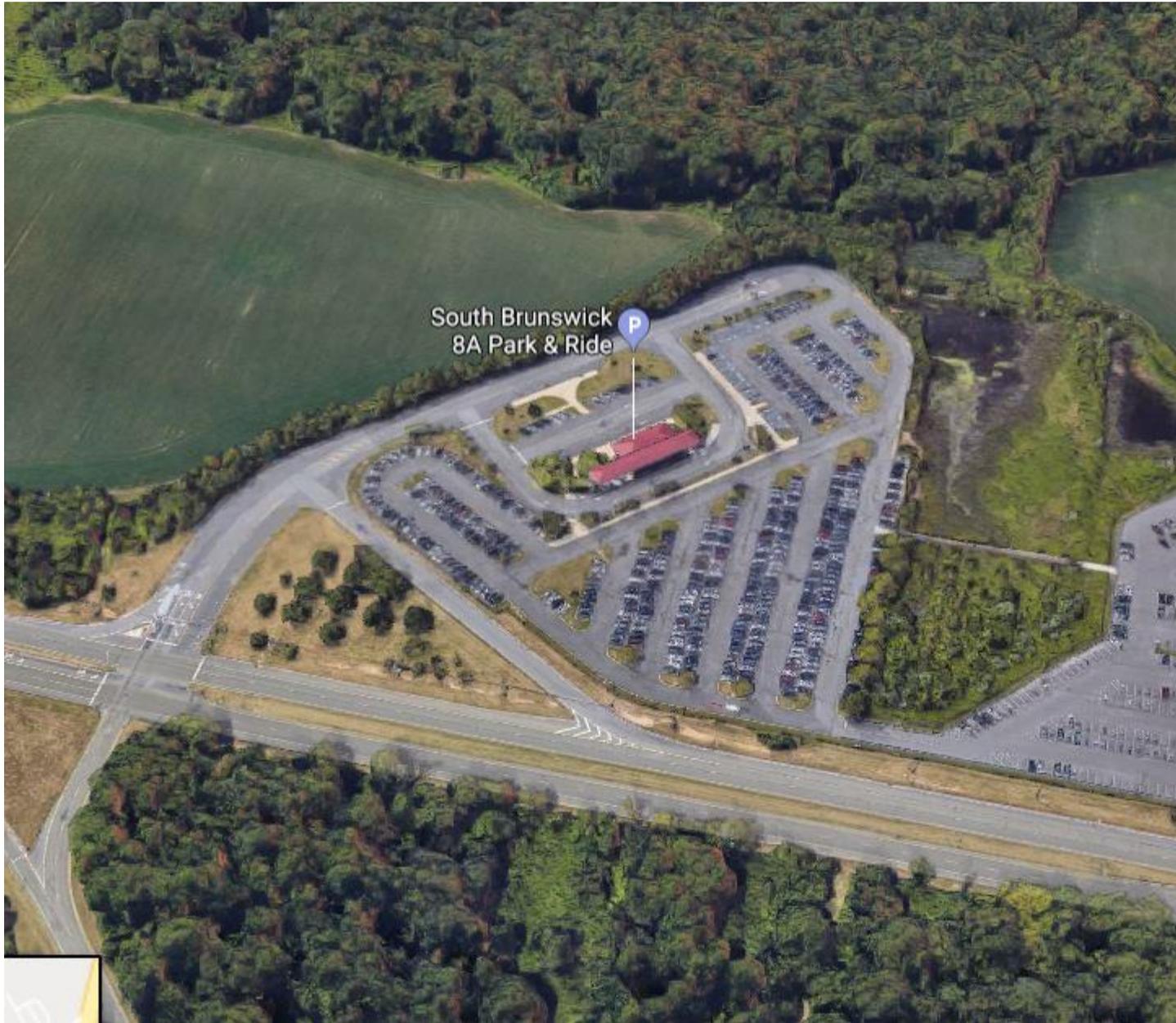


Exhibit C
Facility License Agreement

FACILITIES LICENSE AGREEMENT

This facilities license agreement (“License”) is made and entered into this ____ day of _____, 2019, by _____, a _____ corporation, with an address at _____, (“Operator”), and _____ a Corporation of the State of _____ located at _____ (“Licensee”).

RECITALS

WHEREAS, the New Jersey Turnpike Authority (“Authority”) has constructed a facility at Interchange 8A located at Route 130 and Friendship Road in South Brunswick, New Jersey which facility is depicted in the as built drawing attached hereto as Exhibit A attached hereto and incorporated herein by reference (“Facility”), for the purpose of conducting a commuter park and ride operation; and

WHEREAS, the Operator has a Management Agreement with the Authority to operate and maintain the Facility for and on behalf of the Authority for a term of three years, beginning _____, 2019, which may be extended for two additional one-year terms at the discretion of the Authority; and

WHEREAS, the Licensee desires to access and use the Facility for the purpose of providing bus services to patrons of the Facility and Authority and Operator are willing to permit such use of the Facility, subject to certain terms and conditions;

NOW, THEREFORE, in consideration of the promises and of the mutual covenants and agreements herein contained, and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Article I. Incorporation of Recitals

1.01 Incorporation of Recitals

The recitals set forth above are incorporated by reference as if fully set forth herein.

Article II. Facilities

2.01 Grant of Use and Access

The Operator hereby grants, and licensee hereby accepts, this License for the non-exclusive access to the Facility, subject to the terms and conditions of this License, and to all applicable laws, regulations, rules, codes, ordinances, and executive orders, solely for those purposes set forth herein and for no other purpose. This License shall not be construed to grant or convey any interest

or right in real property.

2.02 Use of Facility

The Licensee shall be allowed the non-exclusive use of the Facility solely for the purpose of operating bus or van services pursuant to the applicable schedule then in effect under this Agreement for and selling tickets to patrons of the Facility. The ticket booths will be open and staffed by the Licensee on weekdays between the hours of 5:30 a.m. and 10:00 a.m., at a minimum. In addition, the Licensee shall staff the Facility with an additional employee (known as a “starter”) who will coordinate scheduling during all times when the ticket booths are staffed and open.

As long as space permits (which shall be determined in the sole discretion of the Operator), the Licensee shall have ready and convenient access to the loading and queuing areas of the Facility designated for the Licensee, subject to the requirements of the Operator. The Operator may change the areas designated for the Licensee in its sole discretion upon ten (10) days written notice to the Licensee.

2.03 Non-Exclusivity

Nothing granted herein shall be construed as an intention to grant, or as a grant of, any rights of an exclusive nature or paramount to any rights, permits or licenses heretofore or hereafter granted or conveyed by the Authority and the Operator. The Licensee understands that other companies providing bus or van services will be granted access to and the use of the Facility.

2.04 Present Condition of the Facility

The Licensee, by executing this License, accepts the Facility in an “as is” condition. The Authority makes no warranty, either express or implied, as to the condition of the Facility or that the Facility will be suitable for the Licensee’s purposes or needs.

2.05 Licenses, Permits and other Government Approvals

The Licensee shall obtain all necessary licenses, inspections, permits, certificates or other authorizations needed in connection with its use of the Facility and the operation of bus services there from. In the event the Licensee no longer possesses or allows to lapse the necessary licenses, permits, or other authorizations in connection with the use of and access to the Facility, the Licensee shall immediately notify the Operator. The Operator shall have the right to terminate this License if the Licensee does not promptly produce evidence to the Operator that any lapse or cancellation of any necessary licenses, permits or other authorizations has been rectified.

2.06 Operations

The Licensee shall be responsible for any and all charges incurred in connection with its operations. The Licensee shall further promptly restore and replace at its sole cost and expense any portion of the Facility damaged as a direct or indirect result of the Licensee’s operations. The Licensee shall conduct its operations in a clean, sanitary, and safe manner, and shall be responsible

for any maintenance resulting from the Licensee's operations, including but not limited to cleaning ticket sales areas and gasoline or oil spills. Notwithstanding the foregoing, the Licensee shall not perform any maintenance on buses at the Facility whatsoever, except in the case of an emergency when an inoperable or stalled bus is blocking lanes and must be moved. Any such stalled or inoperable bus must be moved out of through lanes or traffic areas within thirty (30) minutes of breakdown. Any emergency service or maintenance must be pre-approved by the Operator and must be performed in an area that will not block through lanes for buses, or parking for customers, or traffic lanes, or exit lanes. Any losses incurred as a result of service or maintenance performed in unauthorized areas or in an untimely manner are the responsibility of the Licensee.

2.07 Non-assignment

This License is personal and is granted solely to the Licensee and solely for the purposes stated herein. The Licensee shall not assign or subcontract any of its rights or interests under this License to any other party without the advanced written consent of the Operator. Any attempted assignment without such consent shall be void and without effect as to the Operator and the Authority.

Article III. Duration of License

3.01 Duration of License

This License is revocable at will by the Operator or the Authority, with or without cause, provided the Operator or the Authority first gives Licensee thirty (30) days written notice in accordance with the terms and conditions hereof. In the event the Licensee no longer possesses the necessary licenses, permits, or other authorizations in connection with the use of and access to the Facility, if the Licensee is no longer using this Facility for the purposes set forth in Section 2.02 herein, or if the Licensee defaults on any other term or provision herein, the Operator may revoke this License upon three (3) days notice. The duration of the License shall not exceed the earlier of three (3) years from the date of issuance, or the termination of the Operator's Management Agreement with the Authority.

3.02 Cessation of Operations

The Licensee shall provide the Operator with written notice no less than thirty (30) days prior to ceasing its operations at the Facility. The Licensee shall not cease its operations within the first six (6) months following the effective date of the License.

Article IV. Payment of License Fees

4.01 Basis of Payment

The Licensee shall pay to the Operator, following the effective date of this License, a fee of \$10.00 per bus departure.

4.02 Bus Fee Commitment

From the effective date of this License, the Licensee shall operate its bus services from the Facility in accordance with the schedule of services, attached hereto as Exhibit B and incorporated herein by reference, and shall pay to the Operator, at a minimum, bus departure fees for each bus scheduled to depart from the Facility. After the effective date of the License, the Licensee may change its schedule provided that adequate space is available to accommodate the change. The determination of whether adequate space exists shall be made by the Operator in its sole discretion and requests for changes may be rejected for any reason. The Licensee shall notify the Operator no less than thirty (30) days in advance of any proposed future modification.

4.03 Place of Payment

All amounts due from the Licensee hereunder shall be paid to _____ at _____ . The Licensee shall not abate, suspend, postpone, set-off, or discontinue any payments of fees payable hereunder.

Article V. Insurance and Indemnity

5.01 Insurance

The Licensee shall procure and maintain, at its own expense insurance for liability for damages imposed by law and assumed under this License Agreement, of the kinds and in the amounts hereinafter provided. All insurance companies must be authorized to do business in the State of New Jersey, and must carry an A.M. Best Rating of A-/VII or better. Before commencing any services hereunder, the Licensee shall furnish to the Operator a certificate or certificates of insurance (together with declaration pages if requested by the Operator) in a form satisfactory to the Operator showing that it has complied with this article. The certificate or certificates and declaration pages shall provide that the policies shall not be canceled or restrict any coverage until 30 days prior written notice has been given to the Operator and the Authority.

In addition to provision of same to the Operator, all certificates and notices of cancellation change shall, upon request by the Operator or the Authority, also be mailed to: Division Manager, Patron Services/Business Development, New Jersey Turnpike Authority, P.O. Box 5042, Woodbridge, NJ 07095-5050. Upon request, the Licensee shall furnish the Operator or Authority with a certified copy of each policy, including the provision establishing premiums.

In the event that the Licensee fails or refuses to renew any insurance policy required herein, or if said policy is canceled or modified so that the insurance does not meet the requirements contained herein, Operator may terminate this License Agreement.

Insurance coverage in the minimum amounts set forth herein shall not relieve the Licensee of any liability which may exceed that amount, nor shall it preclude the Operator from taking such other actions as are available to it under any provision of this Agreement or otherwise at law or equity.

The Licensee shall provide the following types and minimum limits of insurance as follows:

1. Commercial General Liability Insurance

The minimum limits of liability for this insurance shall be as follows:

Bodily Injury and Property Damage.....	\$5,000,000
(Each occurrence combined single limit)	
Personal Injury Each Occurrence.....	\$5,000,000
General Aggregate.....	\$5,000,000
Products Aggregate.....	\$5,000,000
Fire Damage Legal Liability.....	\$100,000
Medical Payments.....	\$5,000

This policy shall name the Operator, and Authority, its Commissioners, officers, employees, and agents as additional insured(s). The coverage to be provided under this policy shall be at least as broad as the standard basic un-amended and unendorsed commercial general liability policy. This insurance policy shall include, but not be limited to, Personal Injury, Broad Form Property Damage, Contractual Liability including the deletion of coverage restrictions related to work conducted within fifty (50) feet of a railroad, Products, Completed Operations, X.C.U., and Independent Contractors Coverage(s). With respect to Products, Completed Operations coverage shall remain in force for a period of two (2) years following the completion and/or termination of the License Agreement.

2. Comprehensive Automobile Liability Insurance

The Comprehensive Automobile Liability policy shall cover owned, non-owned and hired vehicles with minimum limits as follows:

Combine Single Limit of Liability for Bodily Injury or Property Damage any one accident \$5,000,000.

This policy shall name Operator and the Authority, its Commissioners, officers, employees and agents as additional insured.

3. Workers Compensation and Employers' Liability Insurance

Workers Compensation Insurance shall be provided in accordance with the requirements of the laws of the State of New Jersey and shall include an all-states endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall be provided with a limit of liability of \$1,000,000 for each accident.

5.02 Certificate and Endorsement Requirements

Each of the above required policies shall contain the endorsements as stated below:

1. Thirty (30) days notice of cancellation or any restriction in coverage by registered mail to the Operator.

2. All policies, except Workers Compensation and Employers' Liability Insurance, shall contain a waiver of subrogation clause in favor of the Authority and the Operator.
3. Satisfactory evidence of the above insurance coverage, setting forth any exclusions or deductible clauses and including any special endorsements shall be forwarded by the Licensee to the Operator for approval prior to the execution of this License Agreement by the Operator. The Operator's failure to approve or disapprove insurance coverage by the Licensee shall not release the Licensee of any and all responsibility for liability damage and accidents as set forth herein.
4. The Operator may allow certain deductible clauses which it does not consider excessive or overly broad. Standard exclusions shall be allowed provided they are not inconsistent with the requirements of this License. Allowance of any additional exclusions shall be in the sole discretion of the Operator. Regardless of the allowance of exclusions or deductions by the Operator, the Licensee shall be responsible for the deductible limit of the policy and all exclusions consistent with the risks it assumes and as imposed by law.

Due to future changes in economic financial and/or insurance market conditions the Operator at its discretion may modify the above stated insurance requirements.

NOTWITHSTANDING THAT MINIMUM AMOUNTS OF INSURANCE COVERAGE CARRIED OR REQUIRED TO BE CARRIED BY THE LICENSEE ARE SPECIFIED HEREIN, THE LIABILITY OF THE LICENSEE SHALL NOT BE LIMITED TO THE AMOUNTS SO SPECIFIED AND SHALL EXTEND TO ANY AND ALL LIABILITY IN EXCESS OF THE INSURANCE COVERAGES PROVIDED NOR SHALL THEY PREVENT THE OPERATOR FROM TAKING ANY ACTION AVAILABLE TO IT UNDER THE PROVISIONS OF THE LICENSE AGREEMENT OR OTHERWISE IN LAW.

5.03 Indemnity

Licensee agrees to defend, indemnify, save and hold harmless the Authority, its Commissioners, officers, agents and employees and the Operator, its officers, agents and employees, and each and every one of them against and from all liabilities, judgments, threatened, pending or completed actions, suits, demands for damages or costs of every kind and description actually and reasonably incurred (including attorneys' fees and costs and court costs) (collectively "Liabilities") including, without implied limitations, Liabilities for damage to property or Liabilities for injury or death of any person (including but not limited to Liabilities for damage to property or Liabilities for injury or death of the officers, agents and employees of either the Licensee, Operator or the Authority), resulting from any act, omission or willful misconduct of the Licensee or of any of its officers, agents, subcontractors or employees in any manner related to the subject matter of the License Agreement. The obligations in this Section shall survive the termination, expiration or rescission of the License Agreement.

Article VI. Compliance

6.01 Compliance with all Laws

The Licensee shall observe and comply with all applicable Federal, state, and local laws, statutes, ordinances, and executive orders including but not limited to those set forth below, and shall pay all taxes and obtain and maintain in full force and effect all licenses, certificates, and other authorizations required by such laws, statutes, ordinances and executive orders, all at its sole cost and expense.

The Licensee shall comply with all laws, rules, regulations, orders and directives of the Interstate Commerce Commission and any other governmental entity charged with the responsibilities to regulate transportation, including, without limitation, licensing and rate filing requirements.

6.02 Compliance with all Authority Rules and Regulations

The Licensee shall obey all rules and regulations governing the conduct and operations of the Turnpike and Facility promulgated from time to time by the Authority. The Authority's regulations are found at N.J.A.C. 19:9-1 et seq. The Licensee shall also comply with all rules, regulations, operational and scheduling requirements imposed from time to time by the Operator for the smooth operation of the Facility.

6.03 Code of Ethics

The Licensee is advised that the Authority has adopted the New Jersey Uniform Ethics Code which is attached hereto as Exhibit C. By entering into this License, the Licensee agrees to be subject to all provisions and the intent of said code.

6.04 EEO/Affirmative Action

The Licensee agrees that it does not discriminate in the hiring or promotion of any minorities, as designated by the Equal Opportunity Commission of the United States of America, or the Department of Civil Rights of the State of New Jersey, and that it does not discriminate against any person or persons on the basis of race, creed, age, color, sex, national origin, ancestry, marital status, affectional or sexual orientation, or handicap.

Article VII. Notices

7.01 Notices

Any notice required pursuant to this License shall be mailed, sent via overnight mail or personally delivered to the respective parties at the following address:

If to Operator: _____

If to Licensee:

Except as otherwise expressly provided hereunder, any notice or communication under this License shall be deemed to have been given or made: (a) if a messenger or courier service is used, when delivered to the addressee; (b) if sent by mail (certified or otherwise), five (5) days after being deposited in the mail, postage prepaid and properly addressed; and (c) if sent by overnight delivery service, twenty-four (24) hours after confirmation of delivery

Article VIII. General Conditions:

8.01 Applicable Law

This License shall be deemed to have been granted in, and shall be construed in accordance with, the laws of the State of New Jersey. The Licensee agrees to file any and all actions in connection with disputes under this License in the Superior Court of New Jersey, Middlesex County.

8.02 Severability

If any provisions of this License shall be held invalid by a court of competent jurisdiction, the invalid portion shall be considered deleted here from and shall not invalidate the remaining provisions of the License which shall remain in full force or effect.

8.03 Amendments

No changes, amendments, modifications, or discharge of this License, or any part thereof, shall be valid unless in writing and signed by the authorized agents of the Licensee and the Operator.

8.04 No Personal Liability

No official, employee, or agent of the Operator or the Authority shall be charged personally by the Licensee, its officials, employees, agents, or contractors with any liability or expenses of defense or be held personally liable to them under any term or provision of this License, or because of the Operator's or the Authority's execution or attempted execution of this License, or because of any breach of this License Agreement.

8.05 Entire Agreement

This License, and the Exhibits attached hereto and incorporated hereby, shall constitute the entire agreement between the Operator and the Licensee and no other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this License that are not expressly addressed herein.

IN WITNESS WHEREOF, the parties have caused this License to be executed on the date first written above.

ATTEST:

NAME:
TITLE:

BY: _____

[CORPORATE SEAL]

ATTEST:

LICENSEE

NAME:
TITLE:

BY: _____
NAME:
TITLE:

[CORPORATE SEAL]

Exhibit D
Form of Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, _____,

duly organized under the Laws of the _____
(An individual, a partnership, a corporation)

State of _____ and having a usual place of _____

_____ at _____ as

Principal, and _____ a

corporation duly organized under the Laws of the State of _____ and duly
authorized to do business in the State of New Jersey and having a usual place of business at

_____, as Surety, are holden and stand firmly

bound and obligated unto the New Jersey Turnpike Authority, as Obligee, in the sum of

_____ lawful money of the United States of America, to and for the

true payment whereof we bind ourselves and each of us, our heirs, executors, administrators,
successors, and assigns, jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas, the above named

Principal did on the _____ day of _____, 201____, enter into a contract with the

Obligee, New Jersey Turnpike Authority generally described as follows: _____

_____ which said contract is made part of this Bond the same as though set forth herein.

Now, if the said Principal shall well and faithfully do and perform the things agreed by the Principal to be done and performed according to the terms of said contract, and shall pay all lawful claims of laborers and other beneficiaries as defined by N.J.S. 2A:44-143 for labor performed or materials, provisions, provender of other supplies, or teams, fuels, oils, implements or machinery furnished, used or consumed in the carrying forward, performing or completing of said contract, we agreeing and assenting that this undertaking shall be for the benefit of laborers and any beneficiary as defined in N.J.S. 2A:44-143 having a just claim, as well as, for the Obligee herein, then this obligation shall be void; otherwise, the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions or additions in or to the terms of the said contract or in or to the plans or specifications therefore shall in anywise affect the obligation of said Surety on its bond, and the Surety hereby waives notice of same.

IN WITNESS WHEREOF, we have hereunto set our hands and seals

this _____ day of _____ in the year 201_____.

WITNESS OR ATTEST:

[CORPORATE SEAL]

PRINCIPAL

WITNESS OR ATTEST:

[CORPORATE SEAL]

SURETY