

ADOPT - A- PARK AGREEMENT

THIS AGREEMENT, entered into on this 27th day of October, 2025 by and between the MUNICIPALITY OF PRINCETON, a municipal corporation of the State of New Jersey, 400 Witherspoon Street, Princeton, New Jersey, 08540 (hereinafter referred to as “PRINCETON”) and the MARQUAND PARK FOUNDATION (hereinafter referred to as “FOUNDATION”), PO Box 415, Princeton, NJ 08542 United States.

WITNESSETH:

WHEREAS, PRINCETON is responsible for the management and maintenance of the parkland known as Marquand Park; and

WHEREAS, the FOUNDATION has volunteered to “adopt” the parkland known as Marquand Park as permitted by the “Adopt-a-Park Law”, N.J.S.A., 40:12-20, *et seq.*; and

WHEREAS, PRINCETON appreciates groups and organizations who volunteer their time and efforts to improve and maintain the parklands located within the municipality; and

WHEREAS, PRINCETON and the FOUNDATION wish to enter into this Agreement to reflect their mutual understandings with regard to having the FOUNDATION “adopt” Marquand Park; and

WHEREAS, the FOUNDATION has demonstrated to PRINCETON that it is amply capable of maintaining, operating and improving Marquand Park according to the terms of this Agreement;

NOW THEREFORE, in consideration of the mutual promises contained herein and other good and valuable considerations, PRINCETON and the FOUNDATION agree as follows:

1. PRINCETON agrees to have the FOUNDATION “adopt” Marquand Park.

2. The FOUNDATION and PRINCETON agree to follow all the guidelines and assume all responsibilities laid out in the Marquand Park Management and Use Agreement (“MUA”), a copy of which is attached hereto as Exhibit A and made a part hereof. The MUA may from time to time be revised by mutual approval of the FOUNDATION and PRINCETON’s Department of Recreation and Department of Infrastructure and Operations.

3. The term of this Agreement shall be for ten years, and may be renewed thereafter on the same terms or such other terms as may be mutually agreeable between PRINCETON and the FOUNDATION. PRINCETON may terminate this Agreement at any time without prior notice to the FOUNDATION for any reason, including, but not limited to, failure of the FOUNDATION to comply with any terms or conditions of this Agreement. The FOUNDATION may terminate this Agreement upon at least six months’ written notice to PRINCETON.

4. In accordance with the requirements of N.J.S.A. 40:12-26b(1), the FOUNDATION and each employee, agent, contractor, member or volunteer of the FOUNDATION assisting in the maintenance, operation or improvement of Marquand Park pursuant to this Agreement shall sign a waiver releasing PRINCETON, its agents, servants and employees from and against any civil liability for any injury or damages (except those arising from criminal, willful, wanton or grossly negligent conduct) that may be sustained by the FOUNDATION, or any employee, agent, contractor, member or volunteer thereof, during the course, or as a result of, any activities whatsoever conducted at Marquand Park pursuant to the terms of this Agreement. Said waiver shall be in the form attached hereto as Exhibit B or such other form as shall have been reviewed and approved by PRINCETON’s Municipal Attorney, and may be submitted on an annual basis.

5. In accordance with the requirements of N.J.S.A. 40:12-26b(3), the FOUNDATION shall obtain and retain general liability insurance in an amount sufficient for the purposes set forth

in paragraph 4 above. The FOUNDATION shall provide a certificate of liability insurance to PRINCETON evidencing such coverage and naming PRINCETON, including its employees and agents, as an additional insured.

6. Pursuant to N.J.S.A. 40:12-27, the FOUNDATION, its employees, agents, and volunteer assistants shall not be considered to be “public employees” or “state employees” for the purposes of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 *et seq.*, or otherwise be accorded any of the protections set forth therein, while performing any improvements, projects, maintenance, clean-up or repair activities at Marquand Park pursuant to this Agreement.

7. The FOUNDATION shall at times comply with PRINCETON’s rules and regulations for parks and recreation areas (currently codified in Chapter T16 of Princeton’s Code) and with the rules and regulations promulgated by the New Jersey Department of Environmental Protection, Green Acres Program (N.J.A.C. 7:36-1 *et seq.*).

8. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused these presents to be executed by their proper corporate officers and their corporate seals to be hereunto affixed and attested the day and year first written above.

ATTEST:

MUNICIPALITY OF PRINCETON

Dawn M. Mount, Clerk

By:

Hon. Mark Freda, Mayor

WITNESS:

MARQUAND PARK FOUNDATION

Evelyn Timberlake, Co-President

By:

Rebecca Flemer, Co-President