PERMITTED USE AGREEMENT

This Permitted Use Agreement is made this 26th day of May, 2010, by and between **THE BOARD OF TRUSTEES OF UNION COUNTY COLLEGE** ("UCC"), with its principal offices in Cranford, New Jersey,

and

AMATEUR ASTRONOMERS, INC., ("AAI") currently located at Post Office Box 111, Garwood, New Jersey.

WHEREAS, UCC owns, maintains and controls the William Sperry Observatory ("the Observatory") located on its Cranford campus in Cranford, New Jersey; and

WHEREAS, AAI is a non-profit organization engaged in the study of Astronomy, related sciences and public outreach; and

WHEREAS, AAI owns and maintains a 24-inch reflecting telescope and equipment located in the Observatory; and

WHEREAS, AAI desires to use the Observatory for its astronomical and other related programs; and

WHEREAS, UCC agrees that AAI will be permitted use of the Observatory, subject to the terms and conditions hereinafter expressed; and

WHEREAS, UCC allows for the rental of its facilities pursuant to the terms and conditions of its Facilities Rental Guidelines ("Guidelines") found at http://www.ucc.edu/StudentServices/Athletics/Athletics+Facility+Use+Information/Facility+Use+Guidelines.htm, as may be modified by UCC from time to time and posted on UCC's website. A copy of the Guidelines is made apart of this agreement as Exhibit A.

Now, Therefore Witnesseth,

1. AAI acknowledges that the Board of Trustees of UCC ("The Board") owns, maintains and controls the Observatory.

2 AAI recognizes that UCC grants use of its facilities as noted within the General Policy Statements Concerning External Use set forth within the Guidelines and specifically understands and agrees that: "It is within the discretion of Union County College (UCC) to grant permission to use College facilities if the proposed use will not disrupt regular academic programs of the College and is determined to be in the best interests of the College."

3. AAI acknowledges that The Board has final authority in its sole discretion to promulgate policies, procedures and/or regulations, including those pertaining to access to the Observatory and the scheduling of events and activities at the Observatory. AAI agrees to comply with such policies, procedures and/or regulations.

4. AAI acknowledges the Obligations of External Users set forth within the Guidelines and specifically agrees to conform to and abide by those obligations including:

- That AAI will provide UCC with a certificate verifying the maintenance of comprehensive liability insurance in the amount of $1 million per occurrence and $2 million aggregate, naming Union County College as an additional insured under the AAI's policy.
- That AAI will indemnify and hold the College harmless for any damages whatsoever arising from the user's activities conducted in College facilities. AAI assumes all responsibility and liability for its use and agrees to defend, indemnify, and hold UCC harmless from any and all loss, damage or injury to any person or property arising from use of the facilities.

AAI agrees to provide the insurance and indemnification, as provided above, for the duration of this Agreement.

5. UCC agrees to permit regularly scheduled exclusive use of the Observatory to AAI members during the term of this Agreement on the following days and times:

A. Fridays between the hours of 7 pm and 11 pm, and
B. The Thursday which occurs eight days prior to the third Friday of each month for the time starting upon completion of that day's academic classes and ending 1 am Friday, for AAI's Executive Committee meeting.

Access Cards to the Observatory shall be limited to seventeen (17) and shall be issued to AAI designees provided such designees have been subject to, and have passed, a NJ State Police sponsored criminal background check, which cost shall be solely borne by AAI . The cost of these background checks is currently estimated at $41.00 per check, exclusive of re-scheduling fees.

6. AAI may request non-exclusive use of other UCC facilities for the purpose of conducting events and activities relating to astronomy, related sciences and public outreach. The scheduling of such events and activities shall be subject to UCC's Guidelines regarding the use of its facilities. AAI agrees to comply with the terms and provisions of the Guidelines as may be modified by UCC from time to time and posted on UCC's website.

7. UCC recognizes that AAI's mission is academic in nature and as such is consistent with the mission of UCC. Therefore it is UCC's intent to waive all fees normally assessed per the Guidelines for the duration of this agreement, providing the events and activities for which the other UCC facilities are being used relate to astronomy, related sciences and public outreach.

8. AAI recognizes that UCC has offered to carry property insurance for the 24-inch reflecting telescope and equipment, located in the Observatory, upon reimbursement from AAI for the cost of such insurance, and AAI has declined this offer, opting to self-insure the risk of property damage to the 24-inch reflecting telescope and equipment. AAI agrees to indemnify and hold UCC harmless for any and all property damage to the telescope, whether or not such damage is caused by the negligent act or omission on the part of UCC, its officers, directors, employees, staff, students and/or invitees.

9. AAI agrees to keep the telescopes and equipment in the Observatory in working order. To that end, AAI shall be responsible for the care, maintenance and repair of such equipment at its expense. To the extent there are volunteers available; AAI agrees to supply technical guidance for the benefit of UCC and its students in the use of the telescopes. The parties acknowledge that repairs and maintenance may require varying amounts of time to complete.

10. It is understood and agreed that nothing contained in this Agreement shall limit the use of the Observatory by UCC including, but not limited to, modifications of the structure.

11. AAI recognizes and agrees that final authority for all issues concerning the Observatory and its use, including but not limited to the operation, scheduling, security and control of the Observatory and the UCC campus rests with the Board of Trustees of Union County College.

12. This Agreement shall be for a period of 2 years, commencing July 22, 2010 and ending July 21 2012. Either party shall have the right to cancel this Agreement at any time during this Agreement upon giving at least six months advance notice to the other party.

13. If the terms hereof contradict the terms of the Facilities Rental Guidelines, the terms of this agreement shall control.

Date: 5/26/10 5/7/10

Union County College

By:

John R. Farrell, Jr., Ed.D.
Interim President

Amateur Astronomers, Inc.

By:

GORDON BOND
PRESIDENT

Attachment: Exhibit A: Facilities Rental Guidelines