

MEMORANDUM OF AGREEMENT  
BETWEEN  
HARBOR SCHOOL  
AND  
FORT MONMOUTH MORALE, WELFARE, & RECREATION FUND (FMMWRF)

SUBJECT: Use of the Fort Monmouth Physical Fitness Center Facility.

1. The FMMWRF will provide the usage of the Fort Monmouth Physical Fitness Facilities according to the following schedule:

Dates: 1 AUG 2001 – 1 AUG 2002  
Monday through Friday

Times: 0800 – 1100 hours (8:00 A.M. – 11:00 A.M.) and  
1300 – 1500 hours (1:00 P.M. – 3:00 P.M.)

It is understood and agreed that FMMWR missions may preempt use of the facility during the year and the physical Fitness Center will notify the Harbor School of these dates in advance.

2. The Harbor School will:

a. Pay usage fee of \$600.00 and the payment will be due by certified check ten days prior to the start of the Fitness Program.

b. Only during official school designated times will students be allowed to participate in school sponsored program as part of his/her Fitness Activity Program.

c. Staff is required to monitor and assist at all times throughout the students visits.

d. Be responsible for straightening up the locker rooms after each visit. Locker Rooms are for daily use only. **ABSOLUTELY NO FOOD OR DRINK** will be allowed in the Facility.

SELFM-MWR-PFC

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e. Have its own insurance coverage. Harbor School will indemnify FMMWRF in all respects for all claims, demands, and actions and judgment arising from the use of this facility. Each participant or legal guardian, shall sign a "Release and Hold Harmless" agreement before being allowed to use the Fitness Center Facility.

f. FMMWRF plans to support the scope and the intent of this event. However, if it becomes necessary for FMMWRF to change the nature or extent of its involvement, reduce the level of its participation or even withdrawal from it: neither FMMWRF, the Army of The United States of America nor any of its officers or employees will be liable to The Harbor School or their officers or employees. The Harbor School will not make any claims against FMMWRF,

The Army of the United States, or any cost or other damages that The Harbor School might incur by this change, reduction or withdrawal other than the return of fees for this event and then only on a pro rata basis.

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GLENN PERLOWSKI  
Morale, Welfare,  
& Recreation  
USAG, Building 286  
Fort Monmouth, NJ 07703  
(732) 532-9604

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ANNE GUNTESKI  
Educational Director  
Harbor School  
240 Broad Street  
Eatontown, NJ 07724  
(732) 544-9394