

AGREEMENT

This Agreement is between Brian Kubin d/b/a Scorpion Outdoors Deer Management, whose business address is 14 Stratford Avenue, Ewing, New Jersey 08618, and the Borough of Pennington, having its principal office at 30 N. Main Street, Pennington, New Jersey 08534.

Representations

The Borough of Pennington (“Borough” or “the Borough”) enters into this Agreement in reliance on the following representations by Mr. Kubin, as sole proprietor of Scorpion Outdoors:

- Scorpion Outdoors is an unincorporated sole proprietorship owned by Mr. Kubin having its principal office at 14 Stratford Avenue, Ewing, New Jersey 08618.
- Mr. Kubin resides at 14 Stratford Avenue, Ewing, New Jersey 08618;
- Scorpion Outdoors is a member of the New Jersey State Federation of Sportsmen’s Clubs, Inc. headquartered in Mullica Hill, New Jersey.
- Mr. Kubin is a professional deer management hunter.
- In 2020, Scorpion Outdoors presented to the Borough a project proposal entitled “Scorpion Outdoors Deer Management, Presented to: Borough of Pennington, June 2020” (“Proposal”) which describes services

Scorpion Outdoors proposed to perform for the Borough for the purpose of reducing the population of resident antlerless deer within the Borough. The Borough then contracted with Scorpion Outdoors for performance of the proposed deer management services during the 2020-2021 hunting season.

- Scorpion Outdoors continued that program of deer management in the 2021-2022, 2022-2023, 2023-2024, 2024-2025 and 2025-2026 hunting seasons in accordance with the same Proposal subject only to such revisions necessitated by the contract.

- Scorpion Outdoors now proposes to continue that program of deer management in the 2026-2027 hunting season in accordance with the same Proposal subject only to such revisions necessitated by this Agreement. A copy of the Proposal is attached to and made a part of this Agreement.

- Scorpion Outdoors represents that the services to be provided pursuant to this Agreement shall be performed only by licensed deer management professionals employed by or under contract with it.

Terms of Engagement

The Borough hereby engages Scorpion Outdoors for the 2026-2027 hunting season in accordance with the following terms and conditions:

1. The services to be provided and the methodologies to be employed by

Scorpion Outdoors are those described in the attached Proposal. In the event of any inconsistency between the terms and conditions of the Proposal and this Agreement, this Agreement shall govern.

2. Services will include a pre-season site survey to designate hunting locations, the establishment of bait stations, camera monitoring, hunting sessions, deer harvest, deer removal and deer donation, among a range of additional activities as described in the attached Proposal.

3. Fees for services and related costs will be charged as follows:

An all-inclusive fee of \$200 each deer harvested up to 85 deer. This fee will cover all activities leading up to the deer harvest, the cost of bait, and the delivery of harvested deer to a processor. If no deer are harvested, there will be no charge for Scorpion's activities.

4. The \$200 fee per harvested deer shall be the only compensation paid to Scorpion Outdoors, meaning there shall be no reimbursement for the cost of bait, for the processing of harvested deer, or for any other cost or expense, provided the deer can be donated at no cost.

5. Scorpion Outdoors promises to exert best efforts to donate harvested deer without incurring expense, but if it does not succeed in doing so, further performance of the contract will be suspended and there shall be no further hunting until an outlet for processing the deer ("Separate Outlet") can be identified and the

Borough in fact enters into a separate contract with the Separate Outlet at the Borough's sole cost and expense.

6. If the Borough succeeds in entering into a contract with a Separate Outlet, which shall be at the sole discretion of the Borough, Scorpion Outdoors shall have no obligation in connection with the Separate Outlet except to deliver to it at no expense to the Borough all deer thereafter harvested.

7. Scorpion Outdoors will be responsible for all record keeping of harvested deer in compliance with State law. Scorpion Outdoors shall also record and report to the Borough the location, sex and age of each deer harvested. The notation for age shall be limited to "adult" or "recruit", the latter including all fawns and juveniles.

8. Scorpion Outdoors will submit monthly invoices to the Borough.

9. All deer hunters employed by or under contract with Scorpion Outdoors to perform services in connection with this Agreement shall have and maintain in effect for the duration of the Agreement a valid hunting license issued by the New Jersey Division of Fish & Wildlife. Copies of all such licenses shall be filed with the Borough Clerk before services are performed.

10. Before the commencement of services under this Agreement, Scorpion Outdoors shall also file with the Borough Clerk proof of liability insurance on an occurrence basis with coverage limits of \$1,000,000 per occurrence, \$2,000,000

aggregate, naming the Borough of Pennington as an additional insured. Scorpion Outdoors shall maintain this insurance on an occurrence basis for the duration of this Agreement.

11.Scorpion Outdoors shall indemnify and hold harmless the Borough of Pennington with respect to all injuries and other damages to person or property caused by any act or omission or other fault or neglect by Scorpion Outdoors or by any of their agents, employees, contractors, representatives or invitees in connection with performance of this Agreement.

12.Deer hunting pursuant to this Agreement shall be conducted only on properties for which permission has been granted by the owner in writing and approved in advance by Resolution of Borough Council. Hunting on Borough-owned properties shall also require approval in advance by Resolution of Borough Council. The Borough Administrator shall maintain a list of all properties for which permission has been granted together with the original of the permission document relating to each property.

13.The duration or term of this Agreement shall be one (1) year from the date of execution provided hunting activities shall be limited to the 2026-2027 archery deer hunting season, which extends from September 12, 2026 through February 20, 2027.

14. The goal of this Agreement is 85 harvested deer. The total cost of the

services to be provided pursuant to this Agreement shall not exceed \$17,000., inclusive of all expenses.

15. Activities performed in connection with this Agreement shall comply with all applicable New Jersey state statutes and regulations and other applicable laws.

By signing below effective this _____ day of _____, 2026, the parties acknowledge that they agree to the terms and conditions described above and in the attached Proposal and shall be bound by them.

Brian Kubin d/b/a Scorpion Outdoors

Witness: _____

BRIAN KUBIN

BOROUGH OF PENNINGTON

Attest:

By: _____
JAMES DAVY, Mayor

GIANPAOLO CAMINITI, Borough Clerk