

**FOOD VENDOR AGREEMENT**

**THIS AGREEMENT** is made by and between the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**" and Queen Stewart-Pressley (DBA Stew's Concessions), with an address of 51 Perkintown Lane, Pedricktown, New Jersey, 08067, hereinafter referred to as "**Vendor.**"

**WHEREAS**, the County is hosting a Special Event known as the *Gloucester County Water Fest* at Scotland Run Park on Sunday, June 4, 2017 (hereinafter referred to as "Event"); and

**WHEREAS**, the Vendor desires to provide a Portable Vending Cart for the purpose of offering food and beverage concession items for sale at the above Event (hereinafter "Concession"); and

**WHEREAS**, the County has agreed to allow the Vendor to participate in the Event for a flat fee of \$35, in lieu of a percentage of sales from the Concession by the Vendor.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and other considerations made by and between the parties, the County and the Vendor hereby agree as follows:

1. The County will assign to the Vendor a specific location or area within the Park for Concession sales.
2. All food and beverages to be offered by Vendor shall be approved by the County. A list of all items being sold shall be submitted to the Department of Parks and Recreation for approval prior to the Event.
3. Vendor shall be solely responsible for Vendor's possessions and property, and the County shall not be responsible for any loss or damage thereto.
4. Vendor shall conduct Concession sales in an orderly and neat manner.
5. Vendor shall be responsible for ensuring that the grounds are left clean; and in "as found" condition.
6. Vendor shall secure and maintain a current County Board of Health Satisfactory Inspection Report; and shall provide County with proof of same prior to commencement of vending activities.
7. Vendor shall provide, at Vendor's own cost and expense, all permits, licenses and reports necessary and required to carry out Vendor's Concession.

8. Vendor shall provide a Certificate of Insurance issued by an insurance company licensed to do business in the State of New Jersey, insuring the Vendor and County against all claims or damages to Property and bodily injury, including death, which may arise from operations under or in connection with activities set forth in this Agreement. Such insurance shall name the County as an additional insured, and shall provide that the policy shall not terminate or be cancelled prior to the expiration date without thirty (30) days advanced written notice to the County. The amount of the insurance to be maintained is: Five Hundred Thousand Dollar (\$500,000.00) liability, including product liability, bodily injury and property damage, combined single limit. Vendor shall also provide copies of auto insurance and worker's compensation certificates, as applicable.
9. Vendor shall comply with all laws, rules and regulations promulgated by local, county, state, or federal authorities.
10. Original permits and reports issued to the Vendor must be openly displayed by Vendor.
11. Vendor shall not offer for sale any items not approved in advance by the County.
12. No vending of alcoholic beverages is permitted under any circumstances.
13. Vendor's Cart is permitted only in the assigned location.
14. Vendor shall not operate the Concession without a shirt or blouse covering the upper body.
15. Vendor shall not obstruct sidewalks, crosswalks, fire lanes, handicapped curb-cuts, entranceways or parking spaces.
16. Vendor shall not solicit or conduct business with persons in motor vehicles.
17. Any portable vending unit shall be registered as a motor vehicle trailer with the Division of Motor Vehicles, or it shall not be allowed on the streets and roadways of the County's Park.
18. Strolling by the Vendor is not permitted.
19. Vendor shall provide for Vendor's Concession, clean litter receptacles. A separate recycling container for bottles and cans is required. Use of County receptacles is not permitted. Receptacles and trash are to be removed by Vendor at the close of the Event.
20. No litter shall be swept or deposited into any gutter, street, drain, storm sewer, County trash receptacle, or dumpster.
21. Vendor shall not use any loud speaker, public address system, sound amplifier or noise making device to attract the attention of the public.
22. Vendor shall not alter, relocate or utilize County equipment, such as tables or benches, for Vendor's purposes.
23. Vendor shall not utilize County utilities for the Concession.
24. No hand bills or other advertising matter may be distributed by Vendor.
25. There shall be no smoking by Vendor.

26. Vendor shall comply with the inspection provisions and standards of Chapter 24 of the N.J. State Sanitary Code.
27. Vendor shall not conduct its vending operation in such a manner as to create a public nuisance, or constitute a danger to the public health, safety, welfare or morals.
28. Vendor may be requested to cease and desist its Concession by the County, in the County's sole discretion, if the County determines that such cessation is in the best interests of the public.
29. County shall have no obligation or liability to the Vendor, if the County should be prevented from holding the Event by reason of strike, civil disobedience, and act of terrorism, war, acts of God, or other force majeure.
30. Vendor acknowledges and agrees to indemnify and hold harmless the County, and/or its agents, servants or employees, for any and all claims of damages of any kind, suits, litigation, arbitration, and proceedings of any kind for injuries, property damage, theft or other cause arising from or in connection with the activities detailed in this Agreement. It is expressly agreed and understood by the Vendor and the County that the County shall not be responsible for any claims from the Vendor's activities without regard to fault or negligence of any person or entity, whether or not such person is a party to this Agreement, and regardless of whether the fault or negligence is sole, concurrent, joint, contributory or comparative.

**THIS AGREEMENT** is dated this 31st day of March, 2016

**IN WITNESS WHEREOF**, the Gloucester County Purchasing Agent, pursuant to authority granted to him, and set forth in the County Administrative Code, has executed this Agreement; and Vendor, or its authorized representative, has executed this Agreement on the dated indicated herein.

**[SIGNATURES ON NEXT PAGE]**

COUNTY OF GLOUCESTER

BY: \_\_\_\_\_

*Peter M. Mercanti*  
Peter M. Mercanti, Purchasing Director

ATTEST: \_\_\_\_\_

*Andrea Lombardi*  
Andrea Lombardi, Administrative Clerk

VENDOR

BY: \_\_\_\_\_

*Queen Stewart Pressley Stew's Concessions*  
Queen Stewart-Pressley, DBA Stew's Concessions

ATTEST: \_\_\_\_\_

\* If Vendor is a corporation, limited liability company, partnership, or sole proprietorship, this Agreement must be signed by an officer of the corporation, managing member, principal or owner.



SALEM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

ENVIRONMENTAL DIVISION  
 110 FIFTH STREET, SUITE 400 - SALEM, NJ 08079  
 856-935-7510 EXT.8448 -856-358-3857  
 FAX 856-935-8483

RETAIL FOOD INSPECTION REPORT

Activity Type <i>Preparation</i>	Evaluation <i>Satisfactory</i>
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Name of Owner(s), Partnership or Corporation <i>Queen Proseley</i>	Trade Name <i>Jews Concessions Seating Area</i>	Reinspection on or After:		
Establishment Location (Street Address) <i>51 Parkhurst Rd.</i>	City <i>Pedricktown</i>	Zip Code <i>08067</i>	County <i>Salem</i>	Co/Mun Code
Establishment Mailing Address (if different) <i>Same</i>	Telephone No. <i>(856) 299-1313</i>	E-mail Address		
Name of Inspecting Official <i>Shylene Stubbs</i>	REHS Lic. # <i>B-150503</i>	Name of Health Officer <i>Annamare Ruiz</i>	Risk Type <i>1</i>	License No.

TIME/ACTIVITY REPORT (Codes: 1-Travel, 2-Inspection, 3-Administration)

Date	Code	Began	Ended	Date	Code	Began	Ended	Date	Code	Began	Ended
<i>4/13/17</i>		<i>10am</i>	<i>11:30</i>								

FOODBORNE ILLNESS RISK FACTORS AND INTERVENTIONS

RISK FACTORS are improper practices identified as the most common factors resulting in foodborne illness (FBI). INTERVENTIONS are control measures to prevent FBI.  
 Mark "X" in appropriate Box: IN=In Compliance; OUT=Not in Compliance; NO=Not Observed; NA=Not Applicable; COS=Corrected On-site. R in OUT Box=Repeat Violation.

MANAGEMENT AND PERSONNEL

		IN	OUT	N.O.	N/A	COS
1	PIC demonstrates knowledge of food safety principles pertaining to this operation.	<input checked="" type="checkbox"/>		----	----	----
2	PIC in Risk Level 3 Retail Food Establishments is certified by <i>January 2, 2010</i> .	<input type="checkbox"/>		----	<input checked="" type="checkbox"/>	----
3	Ill or injured foodworkers restricted or excluded as required.	<input checked="" type="checkbox"/>		<input type="checkbox"/>	----	<input type="checkbox"/>

PREVENTING CONTAMINATION FROM HANDS

		IN	OUT	N.O.	N/A	COS
4	Handwashing conducted in a timely manner; prior to work, after using restroom, etc.	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5	Handwashing proper; duration at least 20 seconds with at least 10 seconds of vigorous lathering.	<input type="checkbox"/>		<input checked="" type="checkbox"/>	----	<input type="checkbox"/>
6	Handwashing facilities provided in toilet rooms and prep areas; convenient, accessible, unobstructed.	<input checked="" type="checkbox"/>		----	----	<input type="checkbox"/>
7	Handwashing facilities provided with warm water; soap and acceptable hand-drying method.	<input checked="" type="checkbox"/>		----	----	<input type="checkbox"/>
8	Direct bare hand contact with exposed, ready-to-eat foods is avoided. <i>observed gloves</i>	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOOD SOURCE

		IN	OUT	N.O.	N/A	COS
9	All foods, including ice and water, from approved sources; with proper records.	<input checked="" type="checkbox"/>		----	----	<input type="checkbox"/>
10	Shellfish/Seafood record keeping procedures; storage; proper handling; parasite destruction.	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
11	PHF's received at 41°F or below. <i>Except: Milk, shell eggs &amp; shellfish (45°F)</i>	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

FOOD PROTECTED FROM CONTAMINATION

		IN	OUT	N.O.	N/A	COS
12	Proper separation of raw meats and raw eggs from ready-to-eat foods provided.	<input checked="" type="checkbox"/>		----	<input type="checkbox"/>	<input type="checkbox"/>
13	Food protected from contamination.	<input checked="" type="checkbox"/>		----	----	<input type="checkbox"/>
14	Food contact surfaces properly cleaned and sanitized	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PHFs TIME/TEMPERATURE CONTROLS

		IN	OUT	N.O.	N/A	COS
15	<b>SAFE COOKING TEMPERATURES</b> (Internal temperatures for raw animal foods for 15 seconds) <i>Except: Foods may be served raw or undercooked in response to a consumer order and for immediate service.</i> <b>130°F for 112 minutes:</b> Roasts or as per cooking chart found under 3.4(a)2; <b>145°F:</b> Fish, Meat, Pork; <b>155°F:</b> Ground Meat/Fish; Injected Meats; or Pooled Shell Eggs; <b>165°F:</b> Poultry; Stuffed fish/meat/or pasta; Stuffing containing fish/meat.	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	<b>PASTEURIZED EGGS:</b> substituted for shell eggs in raw or undercooked egg-containing foods, i.e. Caesar salad dressing, hollandaise sauce, tiramisu, chocolate mousse, meringue, etc.	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
17	<b>COLD HOLDING:</b> PHFs maintained at "Refrigeration Temperatures" (41°F).	<input checked="" type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18	<b>COOLING:</b> PHFs rapidly cooled from 135°F to 41°F within 6 hours and from 135°F to 70°F within 2 hours.	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
19	<b>COOLING:</b> PHFs prepared from ingredients at ambient temperature cooled to 41°F within 4 hours.	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
20	<b>REHEATING:</b> PHFs rapidly reheated (within 2 hours) in proper facilities to at least 165 °F; or commercially processed PHFs heated to at least 135°F prior to hot holding.	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21	<b>HOT HOLDING:</b> PHFs Hot Held at 135°F or above in appropriate equipment.	<input type="checkbox"/>		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22	<b>TIME as a PUBLIC HEALTH CONTROL:</b> Approval; written procedures; time marked; discarded in 4 hours.	<input type="checkbox"/>		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
23	<b>SPECIALIZED PROCESSING METHODS:</b> Approval; written procedures; conducted properly.	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24	<b>HIGHLY SUSCEPTIBLE POPULATIONS:</b> Pasteurized foods used; prohibited foods not offered.	<input checked="" type="checkbox"/>		<input type="checkbox"/>	----	<input type="checkbox"/>

copy

RETAIL FOOD INSPECTION REPORT (CONTINUED)

Facility Name: Stew's Concessions Service Area

**GOOD RETAIL PRACTICES**

Good Retail Practices are preventative measures to control the addition of pathogens, chemicals and physical objects into foods.  
 OUT= Not in Compliance; COS=Corrected On-site; For "Repeat" Violation; Mark "R" in OUT Box

<b>SAFE FOOD AND WATER / PROTECTION FROM CONTAMINATION</b>		OUT	COS
25	Hot and cold water available; adequate pressure.		<input type="checkbox"/>
26	Food properly labeled, original container.		<input type="checkbox"/>
27	Food protected from potential contamination during preparation, storage, display		<input type="checkbox"/>
28	Utensils, spatulas, tongs, forks, disposable gloves provided and used properly to restrict bare hand contact.		<input type="checkbox"/>
29	Raw fruits and vegetables washed prior to serving.		<input type="checkbox"/>
30	Wiping cloths properly used and stored.		<input type="checkbox"/>
31	Toxic substances properly identified, stored and used.		<input type="checkbox"/>
32	Presence of insects/rodents minimized: outer openings protected, animals as allowed.		<input type="checkbox"/>
33	Personal cleanliness (fingernails, jewelry, outer clothing, hair restraint).		<input type="checkbox"/>
<b>FOOD TEMPERATURE CONTROL</b>		OUT	COS
34	Food temperature measuring devices provided and calibrated.		<input type="checkbox"/>
35	Thin-probed temperature measuring device provided for monitoring thin foods (i.e. meat patties and fish filets).		<input type="checkbox"/>
36	Frozen foods maintained completely frozen.		<input type="checkbox"/>
37	Frozen foods properly thawed.		<input type="checkbox"/>
38	Plant food for hot holding properly cooked to at least 135°F.		<input type="checkbox"/>
39	Methods for rapidly cooling PHFs are properly conducted and equipment is adequate.		<input type="checkbox"/>
<b>EQUIPMENT, UTENSILS AND LINENS</b>		OUT	COS
40	Materials, construction, repair, design, capacity, location, installation, maintenance.		<input type="checkbox"/>
41	Equipment temperature measuring devices provided (refrigeration units, etc).		<input type="checkbox"/>
42	In-use utensils properly stored.		<input type="checkbox"/>
43	Utensils, single service items, equipment, linens properly stored, dried and handled.		<input type="checkbox"/>
44	Food and non-food contact surfaces properly constructed, cleanable, used.		<input type="checkbox"/>
45	Proper warewashing facilities installed, maintained, cleaned, used; sanitizer test strips available, used.		<input type="checkbox"/>
<b>PHYSICAL FACILITIES</b>		OUT	COS
46	Plumbing system properly installed; safe and in good repair; no potential backflow or back siphonage conditions.		<input type="checkbox"/>
47	Sewage and waste water properly disposed.		<input type="checkbox"/>
48	Toilet facilities are adequate, properly constructed, properly maintained, supplied and cleaned.		<input type="checkbox"/>
49	Design, construction, installation and maintenance proper-floors/walls/ceilings.		<input type="checkbox"/>
50	Adequate ventilation; lighting; designated areas used.		<input type="checkbox"/>
51	Premises maintained free of litter, unnecessary articles, cleaning and maintenance equipment properly stored; and garbage		<input type="checkbox"/>
52	All required signs (handwashing, inspection placard, etc) provided and conspicuously posted.		<input type="checkbox"/>

Item # NJAC 8:24 REMARKS ("R" = Repeat violation from previous inspection)

Notes: Keep personal face storage separate from mobile food storage. This will ensure that you working off of an approved menu.

-No violations observed

Satisfactory

Name of Inspecting Official: Suzanne SVA Signature of Inspecting Official: [Signature] Name and Title of Person Receiving Copy of Report: Queen Street Presale

SALEM COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES

110 FIFTH STREET, SUITE 400  
SALEM, NEW JERSEY 08079

PHONE (856) 935-7510 X 8448



SALEM COUNTY DEPARTMENT OF HEALTH

SANITARY INSPECTION REPORT

NAME OF ESTABLISHMENT Stew's Concessions Serving Area MUNICIPALITY Oldmans

DETAILED SUPPORTING DATA SHEETS ARE AVAILABLE UPON REQUEST ON THESE PREMISES AND AT THE LOCAL DEPARTMENT OF HEALTH

**SATISFACTORY**

Note: In accordance with the State Sanitary Code, this "report shall be posted in a conspicuous place near the public entrance of the establishment." Specific references in the Detail Data Sheets are to Chapter 24 of the State Sanitary Code, and/or Title 24, N.J.S.A.

Name of Inspecting Official (Please Print) Shyanne Stubs Registration # B-185503

Signature of Inspecting Official [Signature] Date 4/13/19

HENRY D YOUNG INC  
PO BOX 557  
SALEM, NJ 08079  
1-856-935-0845

**PROGRESSIVE**  
COMMERCIAL

**Policy number: 05827578-0**

Underwritten by:  
DRIVE NEW JERSEY INSURANCE COMPANY  
April 17, 2017  
Page 1 of 2

## Certificate of Insurance

### Certificate Holder

GLOUCESTER COUNTY PARK & RECREATION  
254 COUNTY HOUSE RD  
CLARKSBORO, NJ 08020

### Insured

QUEEN PRESLEY  
STEW'S CONCESSIONS  
51 PERKINTOWN RD  
PEDRICKTOWN, NJ 08067

### Agent

HENRY D YOUNG INC  
PO BOX 557  
SALEM, NJ 08079

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Jan 13, 2017

Policy Expiration Date: Jan 13, 2018

### Insurance coverage(s)

### Limits

BODILY INJURY/PROPERTY DAMAGE

\$1,000,000 COMBINED SINGLE LIMIT

UNINSURED/UNDERINSURED BI/PD

\$1,000,000 COMBINED SINGLE LIMIT

### Description of Location/Vehicles/Special Items

#### Scheduled autos only

2013 GMC SIERRA C3500/K3 1GT426C85DF191580

COMPREHENSIVE

\$1,000 DED

COLLISION

\$1,000 DED

2000 HALMARK TRAILER 16HGB24212P025698

Stated Amount \$20,000

COMPREHENSIVE

\$500 DED

COLLISION

\$500 DED

2000 CHEVROLET C3500/K3500 1GCHC33F4Y4497180

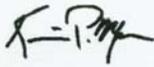
**Policy number: 05827578-0**

Page 2 of 2

**Certificate number**

10717NET578

**Please be advised that the certificate holder will not be notified in the event of a mid-term cancellation.**

A handwritten signature in black ink, appearing to be "K. P. M." with a stylized flourish at the end.

Form 5241 (10/02)