

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 Joseph Battiato (DBA Battiato Farms), with an address of 198 Rt. 45, Salem, NJ 08079, 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 3, 2018 (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 curbs, 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.

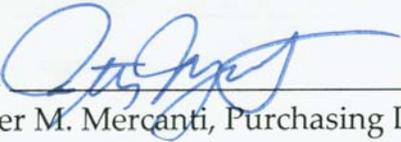
26. Vendor shall comply with the inspection provisions and standards of Chapter 24 of the N.J. State Sanitary Code.
27. Vendor shall not conduct its vending operation in such a manner as to create a public nuisance, or constitute a danger to the public health, safety, welfare or morals.
28. Vendor may 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 16th day of April, 2018

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, Purchasing Director

ATTEST: 
Andrea Lombardi, Administrative Clerk

VENDOR

BY: 
Joseph S. Battiato

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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dempsey, Weiss & Associates 418 Route 77 Elmer, NJ 08318	CONTACT NAME: PHONE (A/C, No, Ext): 856-358-3900 E-MAIL ADDRESS: Joan.chapman@farm-family.com	FAX (A/C, No): 856-358-3939
	INSURER(S) AFFORDING COVERAGE	
INSURED Joseph S Battiato 198 Route 45 Salem NJ 08079	INSURER A: Farm Family Casualty Insurance Company	NAIC # 13803
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y		2901X3792	10/02/2017	10/02/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER			2917C0768	08/05/2017	08/05/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The County of Gloucester is listed as additional insured for their interest in the insured's participation in the event listed below.
Waterfest 2018 June 3, 2018

CERTIFICATE HOLDER County of Gloucester Board of Chosen Freeholders It's Departments & Agencies ETAL PO Box 337 Woodbury, NJ 08096	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>David S Weiss</i>

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 Courtesy Market / Battisto Farms MUNICIPALITY Mannington

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 Andy Estrella
(Please Print)

Signature of Inspecting Official

Registration # 19156259

Date 3/22/18