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**COUNTY OF GLOUCESTER
FOOD VENDOR AGREEMENT**

THIS AGREEMENT is made by and between the **COUNTY OF GLOUCESTER**, a body politic of the State of New Jersey, with offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**" and L.T. Morris, LLC (d/b/a Mister Softee), with an address of 214 Marion Ave., Gibbstown, New Jersey, 08027, hereinafter referred to as "**Vendor.**"

WHEREAS, County is hosting a Special Event known as the *Senior Picnic* at Red Bank Battlefield Park, on Tuesday, September 18, 2018, (hereinafter "Event"); and

WHEREAS, County wishes to utilize Vendor services for the purpose of offering certain concession items free of charge to participants at the Event (hereinafter "Concession"); and

WHEREAS, Vendor represents that it is qualified to provide such Concession services and desires to so perform pursuant to the terms and provisions of this Contract, for an amount not to exceed \$2,400, payable to Vendor on the day of the Event.

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

1. County will assign Vendor a specific location or area within the Park for Concession distribution.
2. All food to be offered by Vendor shall be approved by County. A list of all items being distributed shall be submitted to the Division of Senior Services for approval prior to the Event.
3. Vendor shall be solely responsible for Vendor's possessions and property, and County shall not be responsible for any loss or damage thereto.
4. Vendor shall conduct Concession distribution in an orderly and neat manner.
5. Vendor shall be responsible for ensuring 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 activities.
8. Vendor shall provide a Certificate of Insurance issued by an insurance company licensed to do business in the State of New Jersey, insuring 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 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 County. The amount of the insurance to be maintained shall be *Five Hundred Thousand Dollars* (\$500,000.00) in liability coverage, 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.

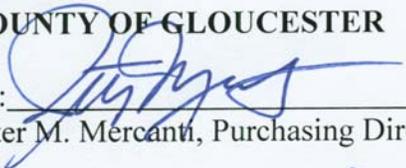
9. Vendor shall comply with all laws, rules promulgated by local, county, state or federal authorities.
10. Original permits and reports issued to the Vendor must be openly displayed by Vendor.
11. Vendor shall not offer for sale any items not approved in advance by County.
12. No vending of alcoholic beverages is permitted under any circumstances.
13. Vendor's truck 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 County, in County's sole discretion, if County determines that such cessation is in the best interests of the public.
29. County shall have no obligation or liability to Vendor if 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 of nature.
30. Vendor acknowledges and agrees to indemnify and hold harmless 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

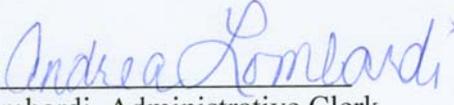
detailed in the Agreement. It is expressly agreed and understood by Vendor and County that County shall not be responsible for any claims arising from Vendor's activities without regard to fault or negligence of any person or entity, whether or not such person is a party to this Agreement, and regardless of whether the fault or negligence is sole, concurrent, joint, contributory or comparative.

THIS AGREEMENT is dated the 13th day of August, 2018.

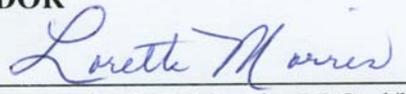
IN WITNESS WHEREOF, the Gloucester County Purchasing Agent, pursuant to authority granted to him, and set forth in the County Administrative Code, has executed this Agreement; and Vendor, or its authorized representative, has executed this Agreement on the date indicated herein.

COUNTY OF GLOUCESTER

By: 
Peter M. Mercanti, Purchasing Director

ATTEST: 
Andrea Lombardi, Administrative Clerk

VENDOR

By: 
Loretta Morris, L.T. Morris, LLC, d/b/a Mister Softee

***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.**