

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 Dennis Riggio (DBA Santini's Pizza and Water Ice), with an address of 660 Woodbury Glassboro Road, Sewell, New Jersey, 08080 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 5, 2016 (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 curbscuts, 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.

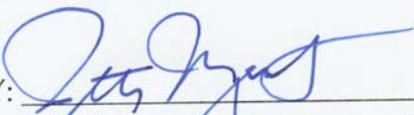
26. Vendor shall comply with the inspection provisions and standards of Chapter 24 of the N.J. State Sanitary Code.
27. Vendor shall not conduct its vending operation in such a manner as to create a public nuisance, or constitute a danger to the public health, safety, welfare or morals.
28. Vendor may 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 22nd day of April, 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, Purchasing Director

ATTEST: Andrea Lombardi
Andrea Lombardi, Administrative Clerk

VENDOR

BY: Dennis Riggio
Dennis Riggio, DBA Santini's Pizza and Water Ice

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.

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)

4/18/2016

PRODUCER
CARDOSO INSURANCE AGENCY
 294 Shell Rd
 Carney's Point, NJ 08069
 856-351-0300

INSURED
SANTINI'S PIZZERIA INC.
TIMBERLINE SHOPPING CENTER
WOODBURY/GLASSBORO ROAD
WOODBURY, NJ 08080
856-468-0444

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A:	FARMERS INS. CO. OF FLEMINGTON	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES
 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS								
a		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	B880001437	3/30/16	3/30/17	EACH OCCURRENCE \$ \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ \$50,000 MED EXP (Any one person) \$ \$10,000 PERSONAL & ADV INJURY \$ \$1,000,000 GENERAL AGGREGATE \$ \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$1,000,000								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
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E.L. DISEASE - POLICY LIMIT	\$													
		OTHER												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
 County of Gloucester
 1 N. Borad Street
 Woodbury, NJ 08096

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE 