

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 Nancy Bond (DBA Bondie's Daughters Concessions), with an address of 32 East Mill Street, 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 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 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, Purchasing Director

ATTEST: _____

Andrea Lombardi, Administrative Clerk

VENDOR

BY: _____

Nancy Bond, DBA Bondie's Daughters Concession

ATTEST: _____

MELINDA TAYLOR
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires 5/26/2021

* 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

110 FIFTH STREET, SUITE 400
SALEM, NEW JERSEY 08079

PHONE (856) 935-7510 X 8448



SALEM COUNTY DEPARTMENT OF HEALTH SANITARY INSPECTION REPORT

Bondies Daughters Concessions - TLU17V - Small Tr. - Oldmans
NAME OF ESTABLISHMENT MUNICIPALITY

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.

Lesa Grant

Name of Inspecting Official (Please Print)

[Signature]

Signature of Inspecting Official

B3741

Registration #

3/7/17

Date

ServSafe® CERTIFICATION

NANCY BOND

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)—Conference for Food Protection (CFP).

12936682

CERTIFICATE NUMBER

5111

EXAM FORM NUMBER

10/27/2015

DATE OF EXAMINATION

10/27/2020

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.

Sherman Brown

Sherman Brown
SVP, National Restaurant Association Solutions



#0855

1. accordance with Maritime Labour Convention 2006, Resolution ADM N 068-2013 Regulation 3.2, Standard A3.2).
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Contact us with questions at 175 W Jackson Blvd, Ste 1500, Chicago, IL 60604 or ServSafe@restaurant.org

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

Perkins Servicing 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)

Debra Enright

Signature of Inspecting Official

[Signature]

Registration #

B3741

Date

3/7/17



SANITARY INSPECTION REPORT

Small Tr.

IDENTIFICATION

TLU17V

OWNER INFORMATION

(Complete this section only if different from establishment information)

NAME OF OWNER(S), CORPORATION OR REGISTERED AGENT

Nancy Bond

NUMBER AND STREET

COUNTY

32 E Mill St Perkiomen

MUNICIPALITY

STATE

Oldmans

NJ

ZIP CODE

COMUN. CODE

08067

ESTABLISHMENT INFORMATION

ESTABLISHMENT TRADING NAME

Bondes Daughter's Concession

NUMBER AND STREET

COUNTY

MUNICIPALITY

ZIP CODE

TELEPHONE NO.

(201) 307-4953

ESTABLISHMENT STATE LICENSE NO. (if appl.)

COMUN. CODE

INSPECTION

TYPE OF ESTABLISHMENT

ESTABLISHMENT CODE

☐ RETAIL

☒ OTHER (Specify)

☐ mobile

☐

GOODS

☐ DESTROYED

☐ EMBARGOED

☒ INITIAL INSPECTION Pre-op
☐ REINSPECTION (other than initial inspection)

TIME - (2400 HOURS)

DATE

BEGIN

END

3/17/17

9:30

9:40

EVALUATION

☒ SATISFACTORY

☐ CONDITIONALLY SATISFACTORY

☐ UNSATISFACTORY

OFFICIAL(S)

LOCAL BOARD OF HEALTH

NAME, ADDRESS AND TELEPHONE NUMBER (print)

SALEM COUNTY DEPARTMENT OF HEALTH
98 MARKET STREET
SALEM, NJ 08079-1995

HEALTH OFFICER

Annamarie Ruiz

INSPECTING OFFICIAL

INSPECTOR'S NAME AND TITLE

Lesa Grant
REHS

INSPECTOR'S SIGNATURE

[Signature]

INSPECTOR'S PERM. REG. NO.

B3741

CONTINUATION SHEET
(For Inspections, Surveys, Audits, etc.)

NAME (Individual, Facility, Establishment, etc.) Bendies - 12 U17V - Small Tr		DATE 3/7/17
MUNICIPALITY Oldmans		TEL., CODE or ID NO.
ITEM NO.	REMARKS	
	During a Chapter 24 Retail mobile food inspection, the following was observed:	
OK	Handwash, sign, paper towels, soap,	
OK	Thermometers for coders	
OK	Hand Gloves & hair restraints OK	
35/420	Thermometer available but needs batteries.	
	A satisfactory evaluation is given with the understanding that the abate is corrected before the first event.	
SIGNATURE OF INDIVIDUAL COMPLETING FORM		SIGNATURE OF OWNER OF FACILITY, ESTABLISHMENT, ETC., IF REQUIRED