

**PORTABLE FOOD VENDING 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 James Johnson (DBA JJ's Mobile Kitchen), with an address of 38 W. 5<sup>th</sup> Avenue, Pine Hill, New Jersey, 08021, hereinafter referred to as "**Vendor**".

**WHEREAS**, the County has granted food and beverage vending authorization (hereinafter "Concession"), including ice cream and water ice, to the above-named Vendor for the period February 1, 2018 to January 31, 2020 at both the James G. Atkinson Memorial Park (138 Bethel Mill Rd, Sewell, NJ 08080), and Red Bank Battlefield Park (100 Hessian Ave, National Park, NJ 08063). This Agreement authorizes the Vendor to sell approved Concession items, through its portable vending trailer, at all scheduled tournaments, movies and concert events in each Park, and on any other days and times as set forth by the Department of Parks and Recreation. Hours of Concession operation shall be from opening of the Parks until close of the Parks. Times for vending at special and other events shall be set at the discretion of the Parks & Recreation Director and/or Park Supervisor; and

**WHEREAS**, Vendor will pay an annual Administrative Fee of \$600 for each of the two (2) Parks, with an aggregate total of \$1,200 per year, payable in full to the County of Gloucester on or before March 20, 2018 and March 20, 2019; and

**WHEREAS**, the Vendor desires to provide required food vending trailer for the purpose of offering agreed varieties of food and beverage Concession items for sale at the above Parks; and

**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 to Vendor a specific location or area within each 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.
3. Vendor shall be solely responsible for Vendor's possessions and property while at Parks, 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 any local, county, state, or federal authority.
10. Original permits and reports issued to Vendor must be openly and prominently 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 food vending trailer is permitted only in 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 or handicapped access areas 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 County Parks.
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 each event.
20. No litter shall be swept or deposited into any gutter, street, drain, storm sewer, County trash receptacle, or dumpster.



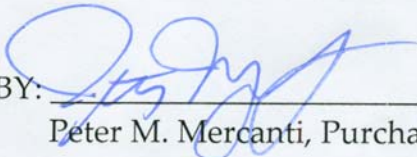
21. Vendor shall not use any loud speaker, public address system, sound amplifier or noise making device to attract the attention of the public.
22. Vendor shall not alter, relocate or utilize County equipment, such as tables or benches, for Vendor's purposes.
23. Vendor shall not utilize County utilities 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 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 or 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 this Agreement. It is expressly agreed and understood by Vendor and County that County shall not be responsible for any claims 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.

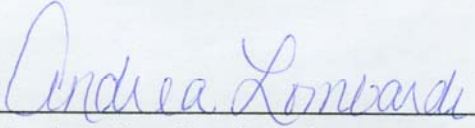
**THIS AGREEMENT** is dated this 12 day of March, 2018.

**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]**

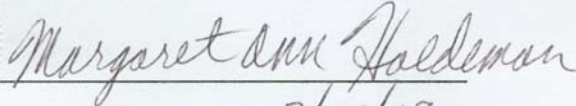
COUNTY OF GLOUCESTER

BY:   
Peter M. Mercanti, Purchasing Director

ATTEST:   
Andrea Lombardi, Administrative Clerk

VENDOR

BY:   
James Johnson, DBA JJ's Mobile Kitchen

ATTEST:   
3/12/18

MARGARET ANN HALDEMAN  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires 2/10/2020

\* 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.