

Sunrise Catering Mobile Food Vending Park Vendor Agreement

Sunrise Catering Unlimited
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(862) 237-9910

This concession agreement shall be between **Sunrise Catering Unlimited** whose principles are Zainab Kents, Eugene Thompson, and Aisha Kents (hereafter referred to as "Sunrise Catering") located at 64 Norwood Street, Newark, NJ 07106

And _____
(Vendor business name and/or name of principles)

Located at _____
(Address of Vendor and/or Principle)

(Hereafter referred to as "Vendor"); is devised to set forth terms, conditions and mutual understandings related to operating in the mobile food vending park within Bridgeton City Park under the auspices and authority of Sunrise Catering, subject to approval of the City of Bridgeton

This agreement shall apply to all business conducted by Vendor in relation to the Mobile Food Vending Park within Bridgeton City Park (hereafter referred to as 'the food park'), and is not specific to any single site or location within Bridgeton City Park

This agreement allows Vendor to operate their mobile food vending business in accordance with the terms of this agreement, and consistent with the governing agreement between Sunrise Catering and the City of Bridgeton. This agreement in no way constitutes a contract or agreement between Vendor and the City of Bridgeton. Vendor shall not be exempt under this agreement from any ordinance, law, rule, regulation, or statute of the municipality that may govern such business conduct. Additionally Vendor's agreement with Sunrise Catering shall not supersede the agreement between the City of Bridgeton and Sunrise Catering, but shall be consistent with and subject to said agreement.

TERM

The term of this agreement shall be at the: [] *Daily* [] *Weekly* [] *Monthly* rate and terms outlined. This agreement shall be in effect beginning: _____ until _____.
(Date) (Date)

Vendor shall operate on and at the location within Bridgeton City Park in accordance with all the terms of this agreement, subject to the approval of Sunrise Catering and the City of Bridgeton on the dates/times listed below:

Amendments, changes, renewals or extension of this agreement shall be in writing and mutually agreed upon between Sunrise Catering and Vendor, subject to the approval of the City of Bridgeton. Upon expiration of this agreement, Vendor may request renewal in writing subject to the approval of Sunrise Catering and/or the City of Bridgeton.

RATES

Rates for vendor participation in the food park shall be as follows:

Daily

The daily or per diem rate shall be \$45 per day of operation, plus 5% of Vendor's gross revenue earned within the food park for that day.

A \$35 refundable Security Deposit shall be provided to Sunrise Catering for each day of operation upon signing of this agreement. Security Deposits will be refunded at the end of each day's operation provided that the Vendor leaves the site of that day's operations free of trash, debris, and equipment at the close of business.

For Daily or Per Diem operations, Vendor is expected to operate at the approved location within City Park for a minimum of 3 hours each day, unless otherwise agreed to by Sunrise Catering.

Weekly

The weekly rate to operate in the food park for one (1) week (Monday to Sunday) shall be \$200 per week of operation, plus 5% of Vendor's gross revenue earned within the food park for that week.

The \$200 –plus 5% Weekly Payment shall be made in installments and increments as agreed to between Sunrise Catering and the Vendor as follows: _____

A \$100 refundable Security Deposit for the week's operations shall be provided to Sunrise Catering upon signing of this agreement. Security Deposits (or remaining balance) shall be refunded at the end of each week of operation provided that the Vendor leaves the site(s) of operation free of trash, debris, garbage, litter, and equipment at the close of each day's business. Vendor may opt to have deposit applied to the next week's operations as agreed upon between Sunrise Catering and Vendor.

For Weekly operations, Vendor is expected to operate at approved locations within City Park for a minimum of three (3) days per week and for a minimum of three (3) hours per day on days of operation. This shall include one (1) weekend day (Saturday or Sunday) and one (1) week day as agreed upon between the Vendor and Sunrise Catering.

Monthly

The monthly rate to operate in the food park shall be \$700 per month of operation, plus 5% of Vendor's gross revenue earned within the food park.

The \$700 –plus 5% Monthly Payment shall be made in installments and increments as agreed to between Sunrise Catering and the Vendor as follows: _____

A \$200 refundable Security Deposit for the week's operations shall be provided to Sunrise Catering upon signing of this agreement. Security Deposits (or remaining balance) shall be refunded at the end of each month's of operation provided that the Vendor leaves the site(s) of operation free of trash, debris, garbage, litter, and equipment at the close of each day's business. Vendor may opt to have deposit applied to the next month's operations as agreed upon between Sunrise Catering and Vendor.

For monthly operations, Vendor is expected to operate at approved locations within City Park for a minimum of three (3) days per week and for a minimum of three (3) hours per day on days of operation. This shall include one (1) weekend day (Saturday or Sunday) and one (1) week day as agreed upon between the Vendor and Sunrise Catering.

Security Deposits

Should Sunrise Catering, after reasonable efforts to have Vendor take corrective action, determine that some or all of the Vendor's security deposit needs to be used because of a failure on the part of the Vendor, Sunrise Catering shall document such failure in writing, take photographs of violations if possible, and make every effort to inform the Vendor as soon as possible.

Events

Should Vendor agree to work special or designated events, Vendor shall be required to operate for the duration of the event unless otherwise agreed upon between Sunrise Catering and the Vendor in advance.

Any vendor who wishes to work an event, but is not scheduled to be in the food park by the terms and dates of this agreement shall be subject to an additional event fee of \$75 due on the day of the event. No additional fee shall be due for vendors scheduled to work event dates via regular agreement.

INSPECTIONS

All compliance and inspections shall be the sole responsibility of Vendor including scheduling/obtaining/paying for any required inspections or compliance as may be required.

Vendors shall not be permitted to operate in the food park without showing proof of compliance with all required inspections and/or approvals. Vendor shall maintain current and valid inspections, certifications, permits, registrations as may be required at all times. Providing fraudulent or falsified documents relating to any required inspections, certifications, permits, registrations shall be cause for immediate termination of this contract in addition to any sanctions that may be provided for by law

Fire Department

Vendor shall be required to obtain any and all approvals as may be required by the Bridgeton Fire Department to operate within the City of Bridgeton. The Bridgeton Fire Department can be reached at (856) 451-0091 to schedule inspection.

NJ Motor Vehicle

No food trucks, trailers or other vehicles shall be permitted to operate within the food park without current and valid registration, inspection, insurance and/or any other transportation-related approvals as may be required by the State of New Jersey. All mobile food trucks, trailers, vehicles and/or commissary shall be free of potentially hazardous leaks and/or unusual or noxious gases. All units and vehicles operating in the park shall be in good condition and capable of operating as intended.

Cumberland County Health Department / State of New Jersey

Vendor shall be required to obtain any and all approvals as may be required by the Cumberland County Health Department for mobile food vending operations within Cumberland County. The Cumberland County Health Department can be reached at (856) 327-7602 ext. 2174. Vendors shall provide proof of a valid and current food vending licenses as may be required from the State of New Jersey

INSURANCE

Required insurance shall provide a defense and indemnify Sunrise Catering Unlimited, City of Bridgeton, and New Jersey Green Acres Program, its elected or appointed officials, officers, agents or employees against any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property.

Required insurance applies regardless of whether the operations, actions, derelictions or failures to act from which the claim arises, are attributable to Vendor or anyone directly or indirectly employed by Vendor, including anyone for whose acts of the aforementioned may be liable by operation of statute, government regulation, or applicable case law or Sunrise Catering and/or the City, unless caused by the sole negligence of Sunrise Catering and/or the City.

Proof of insurance shall be provided to Sunrise Catering, which shall provide such proof of insurance to the City of Bridgeton, before operations commence. In no event shall failure to provide proof of insurance prior to the commencement of any work or operations be deemed a waiver by Sunrise Catering or the City of Bridgeton. Vendor's insurance obligations as spelled out below.

Commercial General Liability Insurance

- i. \$1,000,000 Each Occurrence Limit (Bodily Injury/Property Damage)
- ii. \$2,000,000 General Aggregate
- iii. \$1,000,000 Personal and Advertising Injury Limit

Umbrella Liability Insurance

- i. \$1,000,000 Per Occurrence
- ii. \$1,000,000 Aggregate

TAXES

Vendor is responsible for complying with all state and federal tax requirements and no part of this agreement shall constitute an exemption, exception, or alteration of the normal State and Federal tax laws.

RECORD KEEPING

Vendor shall be required to keep a log of business conducted and other documentation while operating in the food park, such logs shall contain the following information:

- i. Vendor Business Name
- ii. Owner/operator's name and physical address
- iii. Business address
- iv. Phone and Email (business and personal)
- v. Number of Daily Customers
- vi. Daily Gross Revenues
- vii. Dates/times of Operation
- viii. Names of any employees operating under vendor in the park
- ix. Copy of vendors menu or general description of food offerings
- x. Copy of all applicable Licenses, Certificates, and Inspections and registrations

Sunrise Catering shall maintain records of, and provide copies to the City of Bridgeton of vendor's New Jersey Business Registration Certification, copies of this executed agreement along with any renewals, extensions, or amendments; logs, business records, or any other documentation as may be required.

AREA(S) OF OPERATION

The Mobile Food Vending Park is not one specific location within Bridgeton City Park, but will consist of multiple locations within City Park as determined by Sunrise Catering and the City of Bridgeton.

Decisions about where vendors shall operate will be made based on the needs of the park, the public, and as it impacts specific programs, events, or happenings within the park

Vendors operating under this agreement shall operate only in and at approved locations and shall not operate in any other location without express authorization.

Vendors shall ensure that no trailers and/or carts are permitted in the park unless such trailers and/or carts are securely attached to vehicles while in transit in and around the park

Vendor shall ensure that all vehicles, trailers, carts and/or mobile commissary units; along with any personal property, trash, waste or other materials shall be removed from the site of operations at the end of each working day.

Vendors shall ensure that all trash, waste and food stuffs shall be disposed of in a legal and sanitary way so as not to violate any laws regarding trash or waste disposal including statutes pertaining to recycling of materials.

NOTE** Vendors are not permitted to conduct any food or drink vending of any kind at the Little League Baseball Fields, Babe Ruth Baseball Field, Midget Football League Field, of Soccer Fields during games. Leagues provide their own concessions during games as a way to help finance league operations and Vendors are prohibited from operating or interfering in any way with such league concession operations.

ADVERTISING

To the extent appropriate, vendor(s), in conjunction with Sunrise Catering, shall promote the mobile food park and City Park, along with any events, through social media and other traditional mediums on an ongoing basis to the benefit of all food park participants. Such advertising shall be conducted in a professional and positive way subject to the approval of Sunrise Catering and/or the City of Bridgeton. Vendor(s) are encouraged to advertise their daily/weekly specials, along with their park location, as part of or in addition to any other regular advertising done by the vendor.

Sunrise Catering and the City of Bridgeton shall, to the degree appropriate, advertise and promote Vendor and Vendor's participation in the mobile food vending park.

CONDUCT

All mobile food vendors recruited to operate in the park shall conduct themselves in a professional and courteous manner at all times while present within Bridgeton City Park

Vendors shall be required to display all necessary permits when operating in the park- such permits shall be made available by Vendor for viewing upon request.

Vendor shall keep vending areas free of trash, litter and food stuffs and shall be responsible for removing any loose packaging, containers, or similar items (including waste left by consumers) through the course of the business day and at the end of business each day.

Vendors shall not make any permanent changes or alterations to any site within City Park

Vendor shall in no way inhibit or block access of the general public, Sunrise Catering, or City personnel to any feature of the park, or surrounding area(s).

All units operating within the park shall be kept in good aesthetic repair, and maintain a clean and attractive appearance.

For any issues relating to operations or site logistics, Vendors should initially contact Sunrise Catering (804) 319-5523. For any issues related to the City Park in general, Vendors can contact the Bridgeton Recreation Office at (856) 453-1675 or the Bridgeton Office of Development & Planning at (856) 451-3407

For any emergencies requiring police, fire or EMS responses, Vendors are instructed to call 911 immediately

WAIVER / RELEASE FROM LIABILITY

I, _____, do waive all claims of liability and hereby release and hold harmless
(Name)

Sunrise Catering and the City of Bridgeton, New Jersey; their agents, representatives, officials, and employees for any injury suffered or damage incurred to my person or property, whether directly or indirectly, now or in the future, that may occur as a result of entering onto any public property or spaces or conducting any mobile food vending activities as outlined in this agreement.

I do further agree to release Sunrise Catering and the City of Bridgeton from any responsibility as it relates to supplying or providing any equipment, materials, or supplies of any kind and do further acknowledge that Sunrise Catering and the City of Bridgeton has made no claim as to the condition of any public property, space, or portions thereof within Bridgeton City Park that I may encounter as a result of my participation in the mobile food vending park within Bridgeton City Park.

(Print Name-Vendor) (Vendor signature) (Date)

Payment to Sunrise Catering shall be made via cash or check and be either hand delivered or mailed to Sunrise Catering, 64 Norwood Street, Newark, NJ 07106

This agreement, or any portions thereof, can only be amended or supplemented in writing by mutual agreement of Sunrise Catering, subject to review by the City of Bridgeton, and the Vendor

(Date) (Vendor Name- Print) (Vendor Signature)

(Date) (Sunrise Catering- Print Name of Principle) (Signature-Sunrise Catering)