

Agreement for Food Vendors at the Asbury Park Night Market

Event Date and Times: April 12th, 6pm-12:00am

Location: Grand Arcade of Convention Hall 1300 Ocean Ave N, Asbury Park, NJ 07712 (*INDOOR EVENT*)

Vendor Entry Time: Friday afternoon, between 4:00 PM and 5:00 PM (at the latest)

The undersigned business, hereinafter referred to as the "VENDOR(S)," hereby agrees to adhere to all rules, policies, and procedures outlined in this contract. Once registration and payment for participation in this event is received, that confirms acceptance of personal liability for the company by the individual/business registering.

All set-ups must be complete by 5:00 PM for electrical and health inspection. You must be available at the inspection time. Takedown may not begin until 12 AM Saturday, April 13 (or until all customers have left the area). Take down must be complete by 1:30 AM.

Insurance and Certifications:

- Vendors must provide a certificate of Liability Insurance, naming the Venue as a certificate holder.
- All Vendors must furnish a copy of their Department of Health Certification, to be present during the event. This must be obtained at least two weeks prior to the event at the Monmouth County Health Department. Vendors can email all of the forms to Matthew.Wysokinski@co.monmouth.nj.us
<https://www.co.monmouth.nj.us/page.aspx?ID=1932>

Vendor Setup:

- Vendor setup times are specified and must be strictly followed with no exceptions.
- Management reserves the right to reject any Vendor space request for lawful reasons.
- Vendors are limited to a 10x10 space. Any additional space required will cost an additional \$250 fee.
- Should vendors opt to bring their own tent, it is imperative that the tent possesses a certification for flame resistance. Vendors are required to furnish the necessary paperwork verifying the certification. In the event that a tent lacking this specific certification is in use, kindly inform us in advance to facilitate the arrangement of an alternative tent. All vendors must be under a tent.
- All vendors need a fire extinguisher next to their set-up.

Booth Costs:

- Booth cost is \$250 for 10x10 space rental. (includes two 120v plugs)
- Full payment is required to secure vendor participation, and registrations are considered complete only upon receipt of payment.
- Additional Electricity cost: \$75 for each 20 amp connection, \$150 for 2.
- 208v or 220v \$125 each

Guidelines & Policies:

Asbury Park Bazaar and Asbury Park Boardwalk, referred to as "Management."

- Management retains the right to determine booth location, and booth sharing is prohibited without consent.
- **Booth Fees:** Must be paid in full to secure vendor participation and cover space rental and provided equipment a week after acceptance letter has been received.
- **Vendor Setup:** Specific setup guidelines provided, and vendors arriving after 5:15 PM without prior notice forfeit participation.
- **Staffing:** Booths must be staffed at all times. Maximum of 3 vendor wristbands provided. Any underaged staff must be approved by Management.

- **Wearing Apparel:** All personnel in the food booths having contact with the public must wear appropriate attire for their respective duties. Particular attention needs to be given to safety.
- **Liabilities:** Vendor is responsible for maintaining a clean and orderly space. Vendor agrees to indemnify Management for damages, losses, or liabilities.
- **Food and Pricing:** Menu approval required. Must be emailed right after this agreement is signed. This is a night event, so we recommend focusing on “street food” like food items, i.e. tacos, items on a stick, things that are easy to consume while dancing and walking. No menu item shall exceed \$13 unless discussed with management.
- **Bottled Beverage:** The facility is designated as an exclusive Pepsi venue, thereby permitting the sale of only Pepsi-branded products. Consequently, the vending or sale of Coca-Cola products and alternative water bottles is prohibited within the premises.
- **Display Regulations:** Vendors must confine activities within the booth limits. No attachment to venue structures, and violators are responsible for removal and cleaning charges. Food vendors are required to display a sign or banner identifying their business. The most appropriate banner size is 8’ x 10”. Food vendors are required to post menus and prices on a sign, easily seen by the public. All vendors must stay within their assigned 10’ frontage. Vendors must specify if additional frontage space is needed as an extra charge will apply. This is a night event and there will be some lights available. However, you must bring battery powered lights to light the inside of your space. We recommend using something like this: <https://amzn.to/3SPCCWm>
- **Insurance and Certification:** Vendors must carry general casualty liability and property damage insurance. The venue must be listed as the certificate holder. Additionally, Monmouth County Health Department temporary permit required. Their application is attached to your acceptance email. (INFORMATION AT THE END OF THIS AGREEMENT)
- **Relationship of the Parties:** Independent contractor relationship between parties. Each party involved in this agreement shall bear sole responsibility for the actions of its employees and agents. Employees or agents of one party shall not be regarded as employees or agents of the other party in all matters pertaining to this agreement.
- **Cleaning:** Vendor must leave the booth space clean. Failure to comply may result in a \$250 cleaning fee. There will be a garbage bin on-site. If vendor uses any oil, they must take it with them to dispose in their own commercial kitchen,
- **Heat Source and Power:** Electricity available to limited vendors and must be contracted in advance. No open flame, butane or propane allowed. Heat sources limited to sternos and hot plates. Each vendor is only allowed two 120v plugs. Power strips are not allowed.
- **Beverage:** No alcohol can be served on-site.
- **Bottled Beverages:** The facility is designated as an exclusive Pepsi venue, thereby permitting the sale of only Pepsi-branded products. Consequently, the vending or sale of Coca-Cola products and alternative water bottles is prohibited within the premises.
- **Storage:** You must make your own arrangements for cold storage.
- **Sublease:** Subleasing vendor space is prohibited without Management approval.
- **Samples:** If the vendor wishes to hand out samples, beverages are limited to 2 ounces max. Food items limited to “bite size” (1 ounce or less).
- **Social Media:** Management relies on a collaborative endeavor to enhance the event's visibility. By reviewing this agreement vendors participating in the Asbury Park Night Market are required to actively promote the event through their social media channels, mailing lists, and any other available resources at their disposal.
- **Cancellation Clause:** Refund policy outlined based on timing and reasons for cancellation. A Vendor who wishes to cancel a reserved show space must submit a written request. A 50% refund on the show space will be provided if the cancellation occurs up to 30 days before the event. Cancellations made by the

Property Insurance. Property insurance covering all of Licensee's property and equipment, with coverage that includes "all risk" perils; and

Workmen's Compensation. Workmen's Compensation Insurance, Employer's Liability Insurance and all other insurance coverage of similar character applicable or relating to the employment of Licensee's officers, employees, agents or independent Licensees.

Each policy of liability insurance obtained and maintained by Licensee in accordance with the provisions of this Section must be primary, valid and collectible insurance of Licensee and Licensor.

Licensee shall furnish Licensor with certificates of insurance evidencing that it has obtained the insurance coverage required by this Section. Such certificates shall provide that thirty (30) days' prior notice of suspensions, cancellation, termination, modification or lapse of coverage shall be given to all insured parties. If Licensee fails to furnish Licensor with certificates of insurance in the form required by this Section on or before the date which is ten (10) days prior to the commencement of the Period, Licensor may, upon notice to Licensee at any time thereafter prior to the commencement of the Period, terminate this Agreement. In such event, Licensee may, in addition to any other remedies that it may have, retain the Deposit and all other amounts paid by Licensee to Licensor hereunder as liquidated damages for Licensee's breach of its obligations hereunder.

The certificates of insurance provided by Licensee to Licensor should name the following as additional insured: Madison Asbury Convention Hall LLC, CHLL LLC, Convention Hall Liquor License LLC, AP Thirty Property Holding LLC, Madison Asbury Retail LLC and each of their respective parents, partners, members, managers, directors, officers, employees, affiliates, landlords and subsidiaries, and each of their respective members, managers, officers, directors and employees.

All decorations and other combustible materials used in the Premises must be fireproofed, and Licensee shall provide evidence to Licensor prior to Licensee's use of the Premises that any such combustible materials are fireproofed. Licensee shall ensure that no guns, knives, or other weapons, cut evergreens, gasoline, acetylene, or propane or other fuel or combustible material will be admitted to the Premises. Licensee shall not use any laser and/or pyrotechnic devices whatsoever without the prior written consent of Licensor