RUTGERS DAY 2018
Rutgers University—New Brunswick
Food Vendor Contract
rutgersday.rutgers.edu

1. RUTGERS DAY CONTACT

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2. EVENT OVERVIEW

This contract shall serve as an agreement by and between Rutgers University and ______________________ (hereafter referred to as “Vendor”) for said Vendor to operate a food concession at the Rutgers University ‘Rutgers Day’ event.

A. ‘Rutgers Day’ will take place on Saturday, April 28, 2018, 10 a.m. – 4 p.m., rain or shine.

B. This event is a free, not-for-profit family event, and is open to the public. This event will include established events such as the New Jersey Folk Festival (held on the Douglass Campus) and Ag Field Day (held on the George H. Cook Campus). Vendors participating in the New Jersey Folk Festival contract separately and directly with the New Jersey Folk Festival organization.

C. Event locations include Rutgers University—New Brunswick (George H. Cook, College Avenue, and Douglass Campuses, and Busch Campus located in the Township of Piscataway).

D. This contract must be legible, filled out completely, and signed. Incomplete applications are not accepted. Return a completed copy of this contract by Friday, February 2, 2018, to the Rutgers Day contact.

E. Food vendor assignments and placement notifications will be sent by Friday, March 2, 2018. A vendor fee ($450) in the form of a check or money order made payable to: Rutgers, The State University of New Jersey will be due upon receipt of acceptance letter, but no later than Friday, March 16, 2018. Any payment received before an acceptance letter is sent will be returned.

3. VENDOR CONTACT INFORMATION

This contract is for vendor service made on (date)____________________________. The parties being Rutgers University, referred to as Rutgers and ________________________________ (herein referred to as Vendor).

Vendor representative’s name: ________________________________

Address of the Vendor: ________________________________

________________________________________________________
VENDOR CONTACT INFORMATION (continued)

Business telephone number: ________________________________

Cell phone number (on day of event): ________________________________

Email address: ________________________________

4. FOOD AND BEVERAGE MENU with prices

Vendors will sell the following items with prices listed (may also be included as an attachment):

A. Vendors may set their own retail prices, but retail prices for all items sold must be clearly posted with letters and numbers at least one-inch in height. Price list must clearly state Vendor’s business name and must be posted unobstructed at all times on the front face of vending booth.

B. Changes in the above-listed food menu items are not permitted without prior written approval by Rutgers Day organizers. Any such changes must be submitted in writing to Rutgers at least two weeks prior to the event date.

C. If Vendor chooses to sell brand-name beverages, including bottled water, Vendor must sell only Coca-Cola products. Dasani 20 oz. water must be sold for a preset street price of $2.00 for all vendors. Brand-name beverages from competitors such as Pepsi-Cola, Snapple, etc., are not permitted, with the exception of "ethnic" or "regional specialty" beverages (e.g. papaya juice, mango punch, etc.). Vendor is permitted to sell generic, "no-name" lemonade or punch, made from bulk mixes.

D. Vendor is not permitted to sell any alcoholic beverages. If alcoholic beverages are found, Vendor will be required to leave Rutgers premises immediately and forfeit all fees paid.

E. Vendor is prohibited from selling beverages in glass containers. If Vendor chooses to offer beverages that are in glass containers, Vendor must pour from the original glass container into plastic or paper cups with each individual sale.

F. Vendor is required to report gross sales within 48 hours of the conclusion of the event. Rutgers does NOT guarantee a minimum sales amount.

G. Vendor is encouraged to post any information about food allergies in clear view for all potential customers.

H. Vendor agrees to abide by all local, state, and federal laws governing the sale of goods as described in this agreement. By
act of signing this contract, Vendor assures Rutgers that he/she carries the proper licenses to permit the sale of goods described in the contract. **Rutgers must receive copies of these licenses no later than Friday, March 30, 2018.**

I. Rutgers assumes no responsibility for the food merchandise sold. Vendor is responsible for the quality and the safety of the goods being sold. Any complaints that arise will be directed back to the Vendor.

5. VEHICLE SIZE

A. Since Vendor vehicles are often assigned to open, grassy and unpaved surfaces, Vendor vehicles may not exceed 10,000 pounds, gross vehicle weight. Any towing expenses incurred are Vendor’s sole responsibility.

B. Each contracted vendor space will include **parking for one (1) vehicle.**

C. Vehicles will not be permitted to be part of Vendor setup and must be moved to a designated parking area by 8:30 a.m. Specific details on parking areas will be provided at a later date.

6. GARBAGE DISPOSAL

The University's goal for Rutgers Day is to have 'zero waste.' Any efforts or innovative waste reduction or elimination strategies that your company can provide would be appreciated. However, we understand that there may still be waste generated; therefore the following procedures for waste and recycling must be followed:

A. All aluminum, glass, and plastic containers must be placed together in clear plastic bags for recycling and left behind the Vendor’s designated area. These items can be comingled.

B. All trash must be placed in clear plastic bags and left separately behind the Vendor’s designated area. All initial setup materials, including cardboard, must be broken down and separated by 9:00 a.m. for pre-event pickup. Trash and recycling will be discarded by Rutgers at regular intervals.

C. Rutgers will dispose of customary and reasonable amounts of garbage and recycling in **heavy clear plastic bags, which Vendor must provide.**

7. GENERATOR POLICY

A. **Rutgers will not provide electricity;** therefore, Vendor agrees to provide generator, if needed. Vendor with an excessively noisy generator (as determined by Rutgers Day organizers) may be required to move to a different concession space than originally assigned if it is determined on-site that the generator interferes with nearby activities. In extreme cases, Vendor may be asked to leave Rutgers property. In such a case, Vendor’s fee will be refunded within 30 business days.

B. **CHECK ONE:** _____ I WILL HAVE A GENERATOR / _____ I WILL NOT HAVE A GENERATOR

8. SUBLETTING

A. No substitution of Vendor will be allowed. If this occurs, both Vendors involved will be asked to leave the premises without refund of any or all fees. Vendor is not permitted to contract with any university departments or student groups/clubs/organizations to sell their products on Rutgers Day.

9. PUBLIC ANOUNCEMENTS

A. This event is for Rutgers University and the public. Advertising for this event is the sole responsibility of Rutgers.

B. Use of loudspeakers or any type of public announcement system by Vendor for the purpose of soliciting business or for any other reason is strictly prohibited.
10. BOOTH FEES, HOURS, AND ASSIGNMENTS

A. Vendor agrees to be at the designated location at Rutgers on Saturday, April 28, 2018. The actual length of sale time is 9:30 AM to 4:00 PM. Vendor agrees to present itself to the representatives of Rutgers Day at the site by 8 AM and to be ready for inspection by 9 AM. Vendors arriving late may be denied access at the discretion of the Rutgers Day staff. The Vendor also agrees to provide food sales for a full six and a half (6 1/2) hours.

B. Vendor agrees to pay a fee due upon receipt of acceptance letter. The fee must be paid by check, payable to: Rutgers, The State University of New Jersey. You will be notified via letter no later than Friday, March 2, 2018, if your contract is accepted. This letter of acceptance will include Vendor’s assigned campus and details for setup.

C. Initial application fees are non-refundable. Any check returned for insufficient or uncollected funds must be replaced by the Vendor within five days of notification with a certified bank check or money order in the original amount PLUS a surcharge of $30.

D. Cancellation fees – Any cancellation less than 30 days prior to event will result in a full forfeiture of fees.

E. Rutgers will not provide tables, chairs, booth, tarps or any other furnishing or equipment for food vendor’s use. The vendor will be allowed a 15x15 space for their set and sale. Vendor set up may not exceed this footage.

F. Rutgers does not guarantee space assignments. Space assignments will be made by Rutgers Day staff after all spaces are contracted and no later than Friday, March 2, 2018. There will be no trading of concession spaces on the day of the festival. Setup in a space not assigned to Vendor will require immediate breakdown and relocation to the correct assigned space. Failure to do so will result in expulsion from the event and full forfeiture of all fees paid.

G. Food booths must stay open and operational during the event hours. Booths cannot be broken down or vacated prior to event ending time. Vendors breaking down prior to 4 p.m. will not be permitted to participate in future Rutgers Days. All food booths shall be kept neat and clean with the Vendor responsible for the clean-up at the end of the event by removing equipment and inventory and leaving the space in the same condition as on arrival in a timely manner. All sales must conclude by 4 p.m., and all materials and vehicles must be removed by 5:30 p.m.

11. INSURANCE AND INDEMNIFICATION

A. Vendor must provide, by March 30, 2018, an Original Certificate of Insurance showing evidence of Comprehensive General Liability Coverage with a minimum limit of $1,000,000 (including completed operations and product liability). Rutgers, The State University of New Jersey shall be named as an additional insured and such insurance shall be primary. The Certificate shall contain the provision that the insurance shall not be canceled for any reason, except after thirty (30) days written notice.

B. The Vendor shall indemnify, defend, and hold harmless Rutgers, The State University of New Jersey, its trustees, officers, employees, and agents, from and against any and all actions, claims, damages, liabilities, suits, proceedings, or cost (including reasonable attorney’s fees) for loss, damage, or injury to persons or property caused by or arising out of Vendor’s activities, use of facilities, or merchandise offered for sale or sold by Vendor.

12. PERMITS AND CONDITIONS

A. Food vendors must obtain a One-Day Temporary Establishment License from the local Board of Health. Once you are assigned to a specific location, we will provide you with information on how to obtain a permit.

B. Local restaurants do not need a temporary license. However, you must still confirm your vendor intentions with the local board of health.

C. Vendor agrees to and will make available its facility/vehicle for inspection by Rutgers University and/or municipal personnel (University Sanitarian/Dept. of Emergency Services) to conform to food safety, sanitation, and fire safety regulations.

D. Rutgers must receive copy of the One Day Temporary Establishment License and Certificate of Insurance no later than Friday, March 30, 2018.

E. In the event that the Vendor arrives at the sale site under the influence of intoxicating beverages or substances, Rutgers
may cancel this contract with no liability on its part. No intoxicating beverages or substances are allowed on the premises or in the possession of any person performing under this contract. Violation of this clause shall be substantial breach and will render this contract null and void; the Vendor fee will not be refunded.

F. This contract cannot be amended without the prior written consent of both parties.

G. The Vendor, as part of this contract, agrees to comply with all applicable laws prohibiting discrimination on the basis of race, sex, handicap, age, sexual orientation, or political and religious affiliation.

H. The laws of the State of New Jersey shall govern the validity, construction, and effect of this contract.

This contract and appropriate attachments, if any, **SHALL NOT BE VALID WITHOUT SIGNATURE OF VENDOR AND THE AUTHORIZED REPRESENTATIVE OF 'RUTGERS DAY' AT RUTGERS UNIVERSITY.** It is further understood by all parties signing this agreement that Rutgers shall not be liable for payment to Vendor for cancellation of the contracted engagement due to accidents, riots, strikes, epidemics, act of God, or any other legitimate condition beyond Rutgers’ control.

Vendor has read, understands, and agrees to cooperate with all of the terms stated herein. Please complete and sign all appropriate items below and mail or email to the designated representative below:

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**For:**

Vendor Name

By:

Vendor Company Name (Print)

Vendor Signature

Date

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**For:**

Rutgers University

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Authorized Rutgers Day Representative

Title

Date

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Street Address

City/State/Zip

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Tax ID Number/ Social Security Number