Town of Wake Forest
Parks, Recreation and Cultural Resources
701 Harris Rd., Wake Forest, 27587 Phone
– (919) 435-9558

Contract – Event Vendor (Food)

The Contract is between the Town of Wake Forest Parks, Recreation and Cultural Resources Department ("PRCR" or the "Town") and _____ ("Vendor" or "Contractor"). "Vendor" and "Contractor" includes all vendor owner(s), employees, contractors, subcontractors, and agents as related to rules of conduct, hold harmless, liability, background checks, and other applicable conditions contained herein. Upon approval as an eligible vendor and for as long as Vendor remains eligible and approved, Vendor agrees to all the following information, requirements and conditions:

Through the course of a year, the Town of Wake Forest PRCR, in its discretion and pursuant to applicable Town needs and policies, allows various food trucks, trailers, and pushcarts to vend at town-sponsored events and town park facilities. Certain requirements apply to all vendors. In order to attend events as called upon (the "event"), a vendor must be a qualified "eligible vendor."

General Provisions

A. **This Contract applies to the following event: _____**

B. The Vendor shall comply with the specifications of the event as noted below and as otherwise provided by the Town of Wake Forest. Specifically, the vendor agrees to comply with all instructions, schedules, arrival and departure times, location assignments, and all other applicable specifications provided by the Town. Failure to comply with the specifications of the event is a material breach of this Contract and is cause for denial of participation in the event pursuant to the discretion of the Town.

C. The Vendor shall provide for the proper protection of employees and the public by all necessary measures imposed by law, Town policy, and sound safety procedures. The Vendor agrees to comply with all other federal, state, and local regulations and requirements pertinent to the job.

D. Food vendors will have all applicable licenses, permits, and insurance coverage to serve food at an outdoor festival/event and shall review and sign all required documentation. Vendor shall provide all the following prior to being approved as an eligible vendor and prior to participating as a vendor in a PRCR event:

□ NC DHHS Division of Public Health Environmental Health Section-Mobile Food

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Unit Permit

□ Current Food Establishment Inspection Grade Card (minimum of 90 percent- Grade A)

□ Signed copy of Town Contract.

□ Certificates of Insurance

□ Commercial General Liability (with the Town of Wake Forest listed as an additional insured) ○ $1,000,000 – Each Occurrence ○ $2,000,000 – General Aggregate ○ $2,000,000 – Products/Completed Operations

□ Business Automobile Liability ○ $1,000,000 Each Occurrence (combined single limit)

□ Background Checks

□ Payment of Fee as described in the "Fee Structure" section below.

E. Vendor (including all vendor owner(s), employees, contractors, subcontractors, and agents, and volunteers ages over 18 years and above) must complete and pass a background check prior to vending at the event (complete link: https://securevolunteer.com/Town-of-Wake-Forest-Parks-andRec/home

F. Failure to submit the required licenses and permits, a signed Contract, current proof of required insurance coverages (COI), and payment will result in a denial or forfeit of Vendor's approval as an eligible vendor. If the submitted COI expires before the assigned event date, an updated Certificate of Insurance must be submitted at least forty-eight (48) hours prior to the start of the event. Failure to timely submit a current, unexpired Certificate of Insurance will result in Vendor's removal from participation in the event, and no refund will be issued.

G. If an outdoor event begins and is not cancelled for at least one (1) hour, but ends early due to weather, no refund will be issued.

H. All Town PRCR events are family friendly. The use of profanity, alcohol, or tobacco products by vendors (including vendor employees, contractors, agents, and assigns) participating in a Town PRCR event is strictly prohibited. I. Vendor agrees to:

1. Comply with applicable Safety regulations,
2. Self-certify compliance with NFPA Food Truck Safety guidelines, specifically *NFPA 58: Liquefied Petroleum Gas Code,* and
3. Maintain general Food Truck Safety as recommended by the National Fire Protection Association (NFPA).

J. This agreement is applicable to vending in Town-owned or leased parks and PRCR events only.

K. Vendor's owner must be at least 21 years old. Any Vendor staff or volunteers who are less than eighteen (18) years of age must be supervised by an adult who is at least eighteen (18) years old.

L. Vendor agrees to meet or speak by telephone with the Parks and Recreation Department staff at least three (3) business days prior to vending. Failure to attend this meeting or have this telephone conversation may result in denial of participation in the event in the Town's discretion. M. Vendor must provide photos of vending vehicle/cart/booth.

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N. Vendor agrees to park vehicle/cart/wagon/booth in agreed upon area.

O. Vendor shall clean up all trash generated around Vendor's vehicle/cart/wagon/booth.

P. Vendor agrees to maintain a copy of PRCR permit when vending on Town Park property or at a Town PRCR event and shall present said permit when requested.

Insurance Provisions

A. Workers' Compensation: Insurance covering all employees in accordance with North Carolina General Statute Chapter 97. The coverage must include employer's liability with a minimum limit of $500,000 for each accident.

B. Commercial General Liability: Coverage shall have limits of no less than $1,000,000 each occurrence and $2,000,000 general aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability, Cross Liability, or Personal and Advertising Injury Liability

"TOWN OF WAKE FOREST, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECT TO THE GENERAL LIABILITY INSURANCE POLICY."

C. Business Auto Liability: Coverage shall have a minimum limit of $1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired vehicles and non-owned vehicles.

D. Umbrella/Excess Liability: At the option of the vendor, the limits of the primary general liability, auto liability and employers' liability may be less than stipulated herein, with an excess policy providing the additional limits needed. This form of coverage must be approved by the Town and will only be acceptable when both the primary and excess policies include the coverage and endorsements required herein. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy, however, the Annual Aggregate limits shall not be less than the highest 'Each Occurrence' limit for required liability policies. Contractor agrees to endorse the Town as an 'Additional Insured' on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a 'FollowForm' basis.

E. Current, valid insurance policies meeting the requirements herein identified shall be maintained to be considered an "eligible vendor". Renewal certificates shall be sent to the Town within ten (10) days after any expiration date. There shall also be a 30-day notification to the Town in the event of cancellation or modification of any stipulated insurance coverage. Certificates of insurance meeting the required insurance provisions shall be forwarded to the Town of Wake Forest. Wording on the certificate, which states that no liability shall be imposed upon the company for failure to provide such notice, is not acceptable.

F. It shall be the responsibility of the vendor to ensure that all subcontractors comply with the same insurance requirements that he is required to meet.

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Fee Structure

$40 | $30 ***RD*** (Event - 4 Hours)

$300 | $250 ***RD*** (Athletic) -only applicable to vending at sporting events at Flaherty Park and Smith
Creek soccer Center

$450 | $400 ***RD***(Annual)

$175 | $150 ***RD*** (Special Event)

(RD = Resident Discount for Wake Forest residents paying local taxes.)

Hold Harmless

To the extent permitted by law, Vendor agrees to protect, defend, indemnify and hold the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence, gross negligence, or intentional conduct of the Vendor.

Other Terms and Conditions

Any Terms and Conditions not stated, but incorporated by reference therein, shall be binding only if provided or signed by the Town and attached hereto. The Terms and Conditions of this Contract shall supersede any conflicting Terms and Conditions.

1. **Applicability**. These Terms and Conditions exclusively govern all purchases and contracts with the Town of Wake Forest. Vendor quotes or proposals are referenced as a description of goods and services to be provided and are otherwise for scope only if they contradict these Terms and Conditions. These Terms and Conditions govern agreements for goods, services, or any combination thereof.
2. **Definitions**. In this document, unless the context requires otherwise:
    a. "Town" means the Town of Wake Forest.
    b. "Vendor" or "Contractor" means the entity providing goods or services to the Town, or a vendor participating in a Town event and/or on Town property.
    c. "Contract" or "Agreement" means the binding agreement between the Town and Contractor, including these Terms and Conditions and any proposal, quote, or scope of work submitted by the Contractor.
    d. "Purchase Order" means the Town's official document authorizing a purchase.
3. **Contract Modification**.

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a. The conditions of this order cannot be modified except by written amendment which has been approved by the Town of Wake Forest's Purchasing Manager, or otherwise in a written Amendment containing the authorized signature from both parties.

b. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town.

c. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract, or in communications from the Town regarding the event.

4. **Default and Remedies**.

a. Any rejected materials will be returned to the Vendor at the Vendor's risk and expense.

b. In the event of a vendor's failure to deliver or perform as specified, the Town reserves the right to cancel the order or any part thereof, without prejudice to its other rights. The Vendor agrees that the Town may return part or all of any shipment and may charge the vendor with all reasonable losses or expenses sustained as a result of such failure to deliver or perform.

c. In case of default of the contractor, the Town may procure the articles or services from other sources and charge the Vendor damages for any excess costs or other damages caused by the default.

5. **Compliance with Laws.**

a. It is agreed that the goods, materials, equipment, or services provided shall comply with all Federal, State or local laws, and that the Vendor shall defend actions or claims brought, and save harmless the Town, and/or its officials or employees, from loss, cost or damage by reason of actual or alleged failure to comply with such laws.

b. In performing all the Work, the Contractor shall comply with all applicable law.

8. **Acceptance of Terms**. The Town may, at any time, insist upon strict compliance with these terms and conditions, notwithstanding any previous custom, practice, or course of dealing to the contrary.

9. **Choice of Law and Forum**. This contract shall be deemed made in Wake County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Wake County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

9. Waiver and Severability. No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out of this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. If any

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provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

10. **Performance of Government Functions**. Nothing contained in this contract shall be deemed or construed in any way to stop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

11. **Assignment, Successors and Assigns.** Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all the Town's defenses and shall be liable for all the Contractor's duties that arise out of this contract and all the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

12. **No Third Party Right Created**: This contract is intended for the benefit of the Town and the Contractor and not any other person.

13. **Principles of Interpretation**.

    a. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular.

    b. The pronouns "it" and "its" include masculine and feminine.

    c. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation.

    d. References to contracts and agreements shall be deemed to include all amendments to them.

    e. The word "person" includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

14. **Public Record**.

    a. Notwithstanding any other provisions of this Contract, this Contract and all materials submitted to the Town by the Contractor are subject to the public records laws of the State of North Carolina.

    b. It is the responsibility of the Contractor to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Town.

    c. Contractor understands and agrees that the Town may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Contract.

    d. To the extent that any other provisions of this Contract conflict with this paragraph, the provisions of this section shall control.

15. **No pledge of taxing authority.** The taxing power of the Town of Wake Forest is not pledged directly or indirectly to secure any monies due under this contract.

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16. **No waiver of governmental immunity.** Except for waiver of governmental immunity resulting from the execution of a valid contract, the Town of Wake Forest makes no other waiver of governmental immunity, or any other defense or remedy available in law or equity.

17. **Violation of law.** If any provision of the Contract or Agreement is in violation of any legal, statutory, or state constitutional prohibition, then such provision(s) shall be unenforceable against the Town of Wake Forest.

18. **Conflict of Interest**. If this is a contract for design, engineering, contract administration or similar services, the Contractor will not enter into contracts or agreements with third parties that may present a potential for conflict of interest between the Town of Wake Forest and the third parties regarding the subject matter of this Contract or Agreement.

19. **Pre-Audit**. This instrument has been pre-audited if required by the Local Government Budget and Fiscal Control Act.

20. **Non-appropriation clause**.

    a. Contractor acknowledges that the Town of Wake Forest is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

    b. In the event that public funds are unavailable and not appropriated for the performance of the Town of Wake Forest's obligations under this contract, then this contract shall automatically expire without penalty to the Town of Wake Forest thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds.

    c. It is expressly agreed that the Town of Wake Forest shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

    d. In the event of a change in the Town of Wake Forest's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the Town of Wake Forest's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the Town of Wake Forest upon written notice to Contractor of such limitation or change in the Town of Wake Forest's legal authority.

21. **Compliance with Law.** In performing all of the Work, the Consultant shall comply with all applicable law.

22. **NON-DISCRIMINATION AND EQUAL OPPORTUNITY**

    a. **Town Policy.** THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY

    FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.

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b. **Non-discrimination**. The Town and Contractor, for themselves, their agents, officials, employees, and servants agree not to discriminate in any manner on the basis of race, color, creed, national origin, sex, age, handicap, sexual orientation, characteristic protected by applicable federal, state, or local laws and ordinances with reference to the subject matter of this Contract, no matter how remote.

c. **EEO Provisions**.

1. During the performance of this Contract the Contractor agrees as follows:

2. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

3. The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

d. **Title VI**: During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. **Compliance with Regulations**: The Contractor shall comply with the Regulation relative to nondiscrimination in Federally-assisted programs of the Town of Wake Forest Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination**: The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, religion, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontractors, Including Procurements of Materials and Equipment**: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to

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its books, records, accounts, other sources of information, and its facilities as may be determined by the Town to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Town as appropriate and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the Town shall impose such contract sanctions as it or the Town may determine to be appropriate, including, but not limited to: a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. cancellation, termination, or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions**: The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Town may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Town to enter into such litigation to protect the interests of the Town, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. E-Verify.

a. Contractor understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25 et seq.

b. Contractor is aware of and in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

c. To the best of the Contractor's knowledge, any subcontractors employed by them as a part of this contract are in compliance with the requirements of E-Verify and Article 2 of Chapter 64 of the North Carolina General Statutes.

24. Iran Divestment Act Certification. Contractor certifies that:

a. It is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58, and

b. It will not take any action causing it to appear on any such list during the term of this Contract, and

c. It will not utilize any subcontractor to provide goods or services here under that is identified on any list.

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25. **Divestment from Companies that Boycott Israel.** Contractor represents, covenants, and certifies that it is not listed on the list of restricted companies developed and published by the North Carolina State Treasurer as required by N.C.G.S. 147-86.81.

26. **Quality and Workmanship.** All work performed and/or services rendered shall be performed to the satisfaction of the Town of Wake Forest. The work performed and/or services rendered shall not be considered complete, nor applicable payments rendered, until the Town is satisfied with the work performed and/or services rendered.

27. **Indemnity**. To the extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Wake Forest, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, fault, actual liabilities, assertions of liability, expenses, suits, or losses, including all costs connected therewith, which may be asserted, claimed, or recovered against or from the Town of Wake Forest, its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Contractor.

28. **Force Majeure**.

    a. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

    b. Except as otherwise provided in any environmental laws, rules, regulations or ordinances applicable to the parties and the services performed under this Contract, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

    c. Either party to the Contract must take reasonable measures and implement reasonable protections when a weather event otherwise defined as a force majeure event is forecast to be eligible to be excused from the performance otherwise required under this Contract by this provision.

    d. This Section shall not be interpreted in a manner contrary to the section for cancellations due to weather contained herein.

29. **Intellectual Property**.

    a. All intellectual property, including, but not limited to, patentable inventions, patentable plans, copyrightable works, mask works, trademarks, service marks and trade secrets invented, developed, created or discovered in performance of services under this Contract shall be the property of the Town.

    b. Copyright in and to any copyrightable work, including, but not limited to, copy, art, negatives, photographs, designs, text, software, or documentation created as part of the Contractor's performance of services under this Contract shall vest in the Town.

    c. Works of authorship and contributions to works of authorship created by the Contractor's performance of services under this Contract are hereby agreed to be 'works made for hire' within the meaning of 17 U.S.C. 201.

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30. Cancellation.

a. The Town may terminate this Contract at any time by providing written notice to the Contractor.

b. Contractor shall cease performance immediately upon receipt of such notice.

c. In the event of early termination, Contractor shall be entitled to receive just and equitable compensation for costs incurred prior to receipt of notice of termination and for the satisfactory work completed as of the date of termination and delivered to the Town.

d. Notwithstanding the foregoing, in no event will the total amount due to Vendor under this section exceed the total amount due Contractor under this Contract.

e. Vendor may cancel participation in an event by notifying the Town of Wake Forest Parks, Recreation & Cultural Resource Department at least fifteen (15) business days prior to the start of the event. Cancellations with less than fifteen (15) business days' notice could impact Vendor approval for future events. Cancellation, before the fifteen (15) business day period, will result in a refund of the Vendor payment described above. Said refund shall be issued within thirty (30) days of the conclusion of the event of, if the event is cancelled, within thirty (30) days of the date for which the event was scheduled. If a Vendor fails to appear or participate in an event for which Vendor has been approved and contracted, without providing prior notice to the Town, such failure shall constitute a 'no-show' and may result in Vendor being deemed ineligible for consideration for future Town of Wake Forest Parks, Recreation & Cultural Resources (PRCR) Special Events.

31. Public Communication. Except as permitted or required by this Agreement, and except as required by the North Carolina Public Records Act or any other applicable law or policy, both Parties agree that any public statements, social media posts, or other public communications regarding this contract or its cancellation shall not be made. To the extent any such public communications or posts are necessary, said public communications or posts shall be made in a professional and diplomatic manner. The Town values open communication, professionalism, and mutual respect in its relationships with its service providers. Organizations contracting or otherwise associating with Town operations are encouraged to address concerns or feedback about Town operations through appropriate channels, including direct communication with the relevant Town department or representative. While the Town respects the constitutional rights of individuals and organizations to publicly express their views regarding matters of public concern, including through social media, service-providers are expected to conduct themselves in a manner that supports a productive and respectful working relationship. Public statements that are not of public concern, or are knowingly false or defamatory, or that disclose confidential or proprietary information may be considered a breach of contract and subject to appropriate remedies as outlined in the agreement and in accordance with applicable law.

32. Other.

a. The Contractor shall be responsible for the proper custody and care of any property furnished or purchased by the Town for use in connection with the performance of this Contract, and will reimburse the Town for the replacement value of its loss or damage.

b. The Contractor shall be considered an Independent Contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees.

c. Nothing herein is intended or will be construed to establish any agency, partnership, or joint venture.

d. Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such employees shall not be employees of or have any individual contractual relationship with the Town.

e. Conflict in Terms or Other Documents. In the event of any inconsistency, conflict, or ambiguity between this agreement, including these terms and conditions, and other associated contract documents, the parties agree that this contract and the terms and conditions in this document shall prevail.

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This Contract is for the following date(s):

Dates:_____

This contract may be terminated upon written notification by either party, and subject to the cancellation provisions contained herein. Failure to honor this agreement in total or part may result in the revocation of the right to sell in the town park facilities pursuant to the Town's discretion.

[signatures are on the following page]

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AUTHORIZED SIGNATURES

Signed:

_____

Town of Wake Forest Signature

_____

Town of Wake Forest Printed

_____

Date

_____

Witness Signature

_____

Witness Name Printed

Signed:

_____

Vendor Signature

_____

Vendor Name Printed

_____

Company

_____

Date

_____

Witness Signature

_____ Witness Name Printed

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