

## **Barrington Recreation Department**

105 Ramsdell Ln. Barrington, NH 03825  
603-664-5224



## **Food Truck Vendor Agreement**

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### **Event Details**

Barrington Recreation will not be responsible for providing cash or change to vendors or customers – please bring your own cash bank if you choose to accept cash payments. If you decide to take credit/ debit cards you must have the supplies to do so. This event will be outdoors without access to WiFi.

You are responsible for supplying, setting up and breaking down your own items including any generators, tables, chairs, or tents you may need.

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### **Event Terms and Conditions**

#### **Insurance**

The vendor agrees that it will carry any and all insurance which will protect it, the Town of Barrington, NH and their officials, agents, volunteers and employees from any and all claims and demands, costs, damages, loss of service or consortium, expenses, compensation and attorneys' fees including but not limited to any and all claims for personal injury and/or death, workers' compensation injuries, and property damages which may, in any way, arise from or out of the operations of the vendor whether such operations be performed by the vendor itself, anyone directly or indirectly employed by it or any other persons or company retained in any way to carry on all or portion of the operations, activities or work required by or related to the Contract. The vendor further agrees that the Town of Barrington, NH and its officials, agents, volunteers, and employees shall be named as an additional insured in any and all such liability insurance policies required by the Town of Barrington, NH.

Prior to commencing work, the vendor shall demonstrate that it carries a general liability policy with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, as well as completed operations coverage, applicable to the work performed under this Contract and all liabilities as set forth above. The general liability policy must also contain contractual liability coverage applicable to the contractual indemnification obligation set forth below.

The vendor will furnish to the Town of Barrington, NH a Certificate of Insurance and an endorsement prior to executing the Contract or commencing work demonstrating that the Town of Barrington, NH and its officials, agents, volunteers and employees are named as an additional insured on the general liability and automobile liability insurance coverage on a primary and noncontributory basis.

The Town of Barrington, NH shall not be required to insure the vendor, any sub vendor or any professional service provider.

#### **Indemnification**

To the fullest extent permitted by law, vendor shall protect, indemnify, save, defend and hold harmless the Town of Barrington, NH, including its officials, agents, volunteers and employees ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs, interest and expenses, including but not limited to reasonable attorney and paralegal fees, which Indemnified Parties may become obligated or suffer by reason of any accident, bodily injury, personal injury, death of person, economic injury or loss of or damage to property, arising indirectly or directly under, out of, in connection with, or as a result of this Contract or the activities of vendor or its agents, employees, vendors or sub vendors, and even if caused in part by any negligent act or omission of Indemnified Parties.

In addition, and regardless of respective fault, vendor shall defend, indemnify and hold harmless the Indemnified Parties for any costs, expenses and liabilities arising out of a claim, charge or determination that vendor's officers, employees, vendors, sub vendors or agents are employees of the Indemnified Parties, including but not limited to claims or charges for benefits, wages, fees, penalties, withholdings, damages or taxes brought in connection with laws governing workers compensation, unemployment compensation, social security, medicare, state or federal taxation, and/or any other similar obligation associated with an employment relationship.

The vendor's obligations to defend, indemnify and hold harmless the Indemnified Parties hereunder shall survive the term of this Contract.

The Town of Barrington, NH shall not be required to defend or indemnify the vendor, any sub contractor or any professional service provider.

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Event Name \_\_\_\_\_

Event Date \_\_\_\_\_

Business Name \_\_\_\_\_

Contact Name \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

Description of event set up:

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Description of products to be sold:

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Copy of insurance:    ☐ Included                      ☐ Will be provided at least 10 days prior to the event

*By signing below, the vendor acknowledges that they either hold Worker's Compensation coverage or are not required to maintain coverage based on New Hampshire requirements, and accepts the terms and conditions, outlined above, for participating in the above mentioned Barrington Recreation Event.*

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Signature

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Date