



North East Community Park Vendor Bidding Package

Request for Proposal

FOR

Vendor Concessions at the North East Community Park

Two (2) Food Vendors

And/or

One (1) Small Non-Motorized Vessel-Recreational Rental Vendor

Proposal Due: 1:00 P.M. ON MONDAY FEBRUARY 27, 2017

**Town of North East
P.O. Box 528
106 South Main Street
North East, Maryland 21901-0528
Telephone: 410-287-5801 / Fax: 410-287-8267**

Request for Proposal 2017-02-01
Food Vendor Service and Non-Motorized Recreational Rental
Vending Service at the North East Community Park

The Mayor and Commissioners of the Town of North East, MD are soliciting requests for proposals from interested Vendors to provide Food Vendor Service and Non-Motorized Recreational Rental Vending Service at the North East Community Park, 300 Cherry St., North East, MD, 21901. All questions and inquiries should be directed to: Melissa MacKenzie, Town Administrator at mmackenzie@northeastmd.org or by calling 410-287-5801. Complete Request for Proposal packages can be obtained at Town Hall, 106 S. Main St., North East, MD 21901 or from the Town's website www.northeastmd.org. Closing date is 1:00 p.m. on February 27, 2017.

I. PROCUREMENT OBJECTIVE

A. Summary Statement:

The Mayor and Commissioners of the Town of North East are soliciting proposals related to permitting two (2) Food Vendors to operate within the North East Community Park. Vendors shall be provided with a designated area with which to operate their business from their mobile food vehicle and/or trailer or food cart;

and/or

The Mayor and Commissioners of the Town of North East are soliciting proposals related to permitting one (1) Non-Motorized Vessel-Recreational Rental Vendor to operate within the North East Community Park from a designated area. A Non-Motorized Vessel-Recreational Rental Vendor shall be defined as any non-motorized vessel, bicycle, non-motorized mode of transportation or any other device that is not self-propelled and designed for recreation use. A Non-Motorized Vessel-Recreational Rental Vendor may include vessels which are manually propelled by paddles or oars such as canoes, kayaks, paddleboats, stand-up paddle surfing, inflatable boats and rafts, row boats, and other types of manually propelled vessels; sailboats no greater than ten feet in length and/or kites or non-motorized bicycles.

B. Contact Information for Questions and Submissions:

Direct all questions and inquiries to:

Melissa B. Cook-MacKenzie
Town Administrator
Town of North East
106 South Main Street
North East MD 21901-0528

Telephone: 410-287-5801
Email: mmackenzie@northeastmd.org

All proposals shall contain, at a minimum, Request for Proposal Form, all requirements outlined in the Minimum Proposal Requirements as found in the Policies and Procedures for Vendors at the North East Community Park and Indemnity/Hold Harmless Agreement.

In order to submit a proposal please submit one (1) original and one (1) copy addressed to:

Melissa B. Cook-MacKenzie
Town Administrator
Town of North East
106 South Main Street
North East MD 21901-0528

C. Submission Deadline:

All proposals must arrive sealed at Town Hall by 1:00 p.m. on Monday February 27, 2017 in order to be considered. Proposals received after that time will be returned unopened. It is the

responsibility of the proposer to see that his/her proposal is delivered to Town Hall by the deadline. The Mayor and Commissioners will make a final determination on the selected proposal during a public meeting. Proposals must bear original signatures and figures.

Proposals may be mailed or hand delivered. Faxed or emailed proposals will not be accepted. All proposals must be in a sealed envelope with the following information clearly printed on the outside:

**THIS IS A SEALED PROPOSAL FOR
VENDOR AT THE NORTH EAST COMMUNITY PARK**

D. Duration of Offer:

Proposals submitted in response to this solicitation are irrevocable for 60 days following the closing date. This period may only be extended with the offeror's written permission.

II. GENERAL INFORMATION

A. Specifications:

Proposals shall be evaluated on the following:

- Price proposal
- Meeting all criteria outlined in the Policies and Procedures for Vendors at North East Community Park
- Vendor understanding
- Vendor References
- Experience

B. Revisions to the RFP:

If it becomes necessary to revise this RFP, amendments will be provided to all prospective offerors that were sent this RFP or otherwise are known to have obtained this RFP. Acknowledgement of receipt of any revisions will be required before final proposals are submitted. It is the responsibility of any offeror that did not receive this RFP directly from the Town of North East to notify the Town of their interest in the project, including offeror who found the RFP on the Town's website, in order to ensure they receive any revisions to the RFP.

C. Cancellation of the RFP; Rejection of All Proposals:

The Town may cancel this RFP, in whole or in part, or may reject any/all proposals submitted in response whenever this action is determined to be in the best interest of the Town. The Town of North East shall have no liability or obligation to any of the proposers preparing or submitting proposals under this RFP.

D. Proposal Acceptance; Discussions:

The Town reserves the right to accept or reject any and all proposals, in whole or in part, received in response to this RFP, to waive or permit cure of minor irregularities; and to conduct discussions with all qualified offerors in any manner necessary to serve the best interests of the

Town. The Town also reserves the right, at its sole discretion; to award the contract based upon the written proposals received without prior discussions or negotiations.

E. Presentation:

Offerors may be required to make individual written or oral presentations to Town representatives in order to clarify their proposals.

F. Incurred Expenses:

The Town will not be responsible for any costs incurred by an offeror in preparing and submitting a proposal in response to this RFP.

G. Proposal Form:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the offeror's proposal for meeting the requirements of this RFP.

H. Access to Public Records Act Notice:

An offeror should give specific attention to the identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification as to why such materials, upon request, should not be disclosed.

I. Compliance with Law:

By submitting an offer in response to this RFP, the offeror, if awarded the contractor, agrees that it will comply with all federal, state, and local laws applicable to its activities and obligations.

J. Acceptance of Terms and Conditions:

By submitting a response to this RFP, an offeror shall be deemed to have accepted all the terms, conditions and requirements set forth in the RFP unless otherwise clearly noted and explained in its proposal. All proposals submitted in response to this RFP become the property of the Town.

K. Agreement/Contract:

Any agreement or contract resulting from the acceptance of an offeror's proposal shall be on forms either supplied by or approved by the Town and shall contain, at a minimum, applicable provisions of the Request for Proposal. The Town reserves the right to reject any agreement that does not conform to the Request for Proposal and the Town requirements for agreements and contracts.

L. Data Given or Prepared by the Town:

No reports, information, or data given to or prepared by the Town for the offeror under the contract/agreement shall be made available to any person or firm without the prior written approval of the Town.

III. DOCUMENTS INCLUDED IN THIS REQUEST FOR PROPOSAL

The following documents are included:

- Request for Proposal Form Page 6
- Code of Ordinances of the Town of North East
Chapter 4. Public Conduct and Behavior, Article 7.
Park & Recreation Areas Pages 7 – 12
- Policies and Procedures Vendors at the North
East Community Park Pages 13 – 17
- Indemnity/Hold Harmless Agreement Page 18
- Vendor Area Map Page 19

REQUEST FOR PROPOSAL FORM
Town of North East, Maryland
Vendor Concessions at the North East Community Park

I/We _____ (hereinafter called "Proposer"), a corporation or LLC organized and existing under the laws of the State of _____, a partnership or an individual doing business, on this the _____ day of _____, 2017 hereby:

Propose and agree to furnish and deliver _____ Vendor services for the Town of North East, in accordance with the terms and conditions of this "Request for Proposal," for a fixed period of one (1) year (365 days).

The Proposer has examined the site, being familiar with all of the conditions surrounding the proposed vending areas and vehicle parking areas.

Proposer Name: _____

Business Name: _____

Daytime telephone Number: _____

Cell Phone Number: _____

Email: _____

I have read, and understand and agree to comply with all provisions of the Code of Ordinances of the Town of North East. Chapter 4. Public Conduct and Behavior. Article 7. Park and Recreation Areas, provided to me in the "Request for Proposal" package.

I have read, and understand and agree to comply with all provisions of the Policy and Procedures for Vendors at the North East Community Park.

Authorized Signature: _____

Article 7. Park and Recreation Areas

Section 4-701. Discharging of Firearms

Effective 01/03/06 by Emergency Ordinance 2001-01-01; Repealed 03/01/2016 and Reenacted as 4-801 by Ordinance 2016-01-01

Section 4-701. Permits for Special Events

The Mayor and Commissioners may establish by Resolution, Policies, Procedures and Fees for the issuance of permits to conduct special events and festivals on public property in the Town of North East.

Enacted 03/01/16 by Ordinance 2016-01-01

Section 4-702. Violations and Penalties

Effective 01/03/06 by Emergency Ordinance 2006-01-01; Repealed 03/01/2016 and Reenacted as 4-802 by Ordinance 2016-01-01

Section 4-702. Certain Actions and Conduct Prohibited.

1. No person in a public park or recreation area shall:
 - a. Willfully mark, deface, disfigure, injure, tamper with or displace or remove any buildings, bridges, tables, benches, fireplaces, railings, pavings, or paving materials, waterlines or other public utilities or parts or appurtenances thereof, signs, notices or placards, whether temporary or permanent, monuments, stakes, posts, or other boundary markers or other structures or equipment or facilities or any park property or appurtenance whatsoever, either real or personal.
 - b. Fail to cooperate in maintaining restrooms and washrooms in a neat and sanitary condition. No person over the age of six (6) years shall use the restrooms and washrooms designated for the opposite sex.
 - c. Dig or remove any soil, rock, sand, stones, trees, shrubs or plants or other wood or materials or make any excavation by tool, equipment, blasting or other means or agency.
 - d. Construct or erect any building structure of whatever kind, whether permanent or temporary, or run or string any public service utility into, upon or across such lands, except on special written permit issued hereunder.
 - e. Damage, cut, carve, transplant or remove any tree or plant or injure the bark or pick the flowers or seeds of any tree or plant, dig or otherwise disturb grass areas or in any other way injure the natural beauty or usefulness of any area.
 - f. Climb any tree or sit, walk or stand upon monuments, vases, planters, fountains, railings, fences or upon any other property not designated or customarily used for such purposes.
 - g. Tie or hitch an animal to any tree or plant.

- h. Hunt, molest, harm, frighten, kill, trap, pursue, tease, shoot or throw missiles at any animal, wildlife, reptile or bird, nor shall one remove or have in his possession the young of any wild animal or the eggs or nest, or the young of any reptile or bird. Exception to the foregoing is made in that snakes known to be deadly, poisonous or other deadly reptiles may be killed on sight.
- i. Throw, discharge or otherwise place or cause to be placed in any body of water in or adjacent to any park or any tributary stream, storm sewer, or drain flowing into such water, any substance, matter or thing, liquid or solid, which may result in the pollution of said waters.
- j. Have brought in or dump in, deposit or leave any bottles, broken glass, ashes, paper, bones, cans, dirt, rubbish, waste, garbage, or refuse or other trash. No such refuse or trash shall be placed in any waters in or contiguous to any park, nor shall it be left anywhere on the grounds thereof, but shall be placed in the proper receptacles where these are provided. Where receptacles are not provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence, and it shall be properly disposed of elsewhere.
- k. Drive any vehicle on any area except the paved park roads or parking areas or such areas as may on occasion be specifically designated as temporary parking areas by the Town Board.
- l. Park a vehicle in other than an established or designated parking area, and parking shall be in accordance with the posted directions, and with the instruction of any attendant who may be present.
- m. Leave a vehicle standing or parked at night in established parking areas or elsewhere in the park.
- n. Ride a bicycle without reasonable regard to the safety of others.
- o. Leave a bicycle lying on the ground or where other persons may trip over it or be injured by it.
- p. Carry or possess firearms of any description or air rifles, spring guns, bows and arrows, slings or any other weapon potentially inimical to wildlife and dangerous to human safety or any instrument that can be loaded with and fire blank cartridges or any kind of trapping device. Shooting into park areas from beyond park boundaries is forbidden.
- q. Set up tents, shacks or any other temporary shelter for the purpose of overnight camping, nor shall any person leave in a park after closing hours movable structure or special vehicle to be used or that could be used for such purpose, such as a house trailer, camp trailer, camp wagon or the like.
- r. Take part in or abet the playing of any games involving thrown or otherwise propelled objects such as balls, stones, arrows, javelins, horseshoes, quoits, or model airplanes, except in those areas set apart for such forms of recreation. The playing of rough or comparatively dangerous games such as football and baseball is prohibited, except on the fields provided therefore. Roller skating and skateboards shall be prohibited on tennis and basketball facilities.

2. While in a public park or recreation area, all persons shall conduct themselves in a proper and orderly manner, and in particular, no person shall:

- a. Bring alcoholic beverages or drink same at any time, nor shall any person be under the influence of intoxicating liquor in a park.
- b. Have in his possession, or set or otherwise cause to explode or discharge or burn, any firecrackers, rockets or other fireworks, firecrackers, or explosives of flammable material, or discharge them or throw them into any such areas from lands or highways adjacent thereto. This prohibition includes any substance, compound, mixture or article that in conjunction with any other substance or compound would be dangerous from any of the foregoing standpoints. At the direction of the Town Board, permits may be given for conducting properly supervised fireworks displays in designated park areas.
- c. Be responsible for the entry of a dog or other domestic animal into park areas. All dogs in those areas where such animals are permitted shall be restrained at all times on adequate leashes not greater than six (6) feet in length.
- d. Occupy any seat or bench or enter into or loiter or remain in any pavilion or any other park structure or section thereof which may be reserved and designated by the Town Board for the use of the opposite sex. Exception is made for children under six (6) years of age.
- e. Appear at any place in other than proper clothing.
- f. Solicit alms or contributions for any purpose, whether public or private.
- g. Build or attempt to build a fire, except in such areas and under such regulations as may be designated by the Town Board. No person shall chop, throw or otherwise scatter lighted matches, burning cigarettes or cigars, tobacco paper or other flammable materials within any park or on any highways, roads or streets abutting or contiguous thereto.
- h. Enter an area posted as closed to the public, nor shall any person use or abet in the use of any area in violation of posted notices.
- i. Gamble, or participate in or abet any game of chance, except in such areas and under such regulations as may be designated by the Town Board.
- j. Sleep or lounge protractedly on seat or benches or other areas or engage in loud boisterous, threatening, abusive, insulting or indecent language or engage in any disorderly conduct or behavior tending to breach the public peace.
- k. Fail to produce and exhibit any permit from the Town Board he claims to have, upon request of any authorized person who shall desire to inspect the same for the purpose of enforcing compliance with any ordinance or rule.
- l. Disturb or interfere unreasonably with any person or party occupying any area or participating in any activity under the authority and regulation of the Town Board.
- m. Expose or offer for sale any article or thing, nor shall one station or place any stand, cart or vehicle for the transportation, sale or display of any such article or thing. Exception

is here made as to any person acting by and under the authority and regulation of the Town Board.

- n. Paste, glue, tack or otherwise post any sign, placard, advertisement or inscription whatever, nor shall any person erect or cause to be erected any sign whatever on any public lands or highways or roads adjacent to a park.

3. The following additional requirements shall apply to the use by any person of the Town of North East Pier:

- a. The Town of North East shall not be liable for the care or protection of any boat or vessel, including any gear, equipment, contents or other property which is docked or otherwise located at the Town of North East Pier. The Town of North East shall not be liable for any loss or damage to any boat or vessel, including but limited to any loss or damage to any gear, equipment, contents or any other property which is located or docked at the Town of North East Pier. The Town of North East shall not be liable for any injury to any person or persons or death to any person or persons as a result of the use in any manner of the Town of North East Pier.
- b. Boat owners are responsible for damages to dock structures and pilings caused by their vessel.
- c. No charcoal, open fires or gas BBQ are allowed to be used on North East Town Pier or on boats while moored to the pier.
- d. Swimming and diving shall not be permitted from the pier or boat moored to the pier.
- e. Biking, skateboarding or roller blading are not permitted on docks.
- f. Small children should wear lifejackets and be supervised at all times while on the dock or finger piers.
- g. Noise shall be kept to a minimum at all times.
- h. Abusive language is strictly prohibited.
- i. Absolutely no sewage shall be unlawfully discharged into the harbor.
- j. No washing, cleaning or repairs of any boat shall be allowed at any time.
- k. No laundry shall be hung from boats, docks or finger piers.
- l. Pets shall be leashed at all times. Owners are required to clean up after their pet.
- m. Docking is permitted from dawn to dusk. No overnight docking is permitted.
- n. No person shall consume an alcoholic beverage or possess an open container of alcoholic beverage on the Town of North East Pier.
- o. Docking will be permitted on a first come/first serve basis. No reservations will be taken.

- p. No person shall fuel any boat or vessel secured to or adjacent or near the Town of North East Pier with any petroleum product from a tank, wagon, truck, or other vehicle.
- q. No person shall sell or offer for sale tickets for transportation upon any boat or vessel of any kind whatsoever from the Town of North East Pier.

Enacted 03/01/16 by Ordinance 2016-01-01

Section 4-703. Violations and Penalties

Effective 03/01/16 by Ordinance 2016-01-01; Repealed 05/31/16 and Reenacted as 4-705 by Ordinance 2016-04-02

Section 4-703. Food Vendors

The Mayor and Commissioners of the Town of North East may adopt by Resolution policies, procedures, permits, and fees related to permitting food vendors within the North East Community Park. Vendors shall be provided with a designated area with which to operate their business from their mobile food vehicle and/or trailer or food cart. Food Vendors may park their motor vehicle and/or one trailer within the designated lease area. In addition to Article 7. Parks and Recreation Areas of this Chapter, Vendors shall also be subject to the provisions of Policies and Procedures – Vendors at the North East Community Park. Vendors shall be chosen through a bid process set forth by the Mayor and Commissioners.

Enacted 05/31/16 by Ordinance 2016-04-02

Section 4-704. Non-Motorized Vessel-Recreational Rental Vendors

The Mayor and Commissioners of the Town of North East may adopt by Resolution policies, procedures, permits and fees related to permitting Non-Motorized Vessel-Recreational Rental Vendors within the North East Community Park. For purposes of this Ordinance, a Non-Motorized Vessel-Recreational Rental Vendor shall be defined as any non-motorized vessel, bicycle, non-motorized mode of transportation or any other device that is not self-propelled and designed for recreational use. A Non-Motorized Vessel-Recreational Rental Vendor may include vessels which are manually propelled by paddles or oars such as canoes, kayaks, paddleboats, stand up paddle surfing, inflatable boats and rafts, row boats, and other types of manually propelled vessels; sailboats no greater than ten feet in length and/or kites or non-motorized bicycles.

Prohibited non-motorized vessels shall include scooters; surfboards, beach boogie boards, river boards; toy like blow up rafts, sailboards and kiteboards, wind surfing boards, inner tubes and other non-durable water toys and/or angler float tubes.

Non-Motorized Vessel-Recreational Rental Vendors shall be provided with a designated area for setting up their rentals. Vendor shall unload rentals in the designated area only, and shall park their motor vehicle(s) and/or trailer(s) in the designated parking area located within the North East Community Park. In addition to Article 7. Parks and Recreation Areas of this Chapter Vendors shall also be subject to the provisions of Policies and Procedures–Vendors at the North East Community Park.

Vendors shall be chosen through a bid process set forth by the Mayor and Commissioners.

Enacted 05/31/16 by Ordinance 2016-04-02

Section 4-705. Violations and Penalties

It shall be considered a municipal infraction for any person violating any of the provisions of this ordinance or any rule or regulation promulgated pursuant hereto shall, upon conviction, be subject to the replacement, repair or restoration of any damaged park property and shall be subject to a fine not exceeding two hundred dollars (\$200) and, in default of payment thereof, may be sentenced to imprisonment, in the discretion of the Court, for a term not exceeding ninety (90) days.

Enacted 05/31/16 by Ordinance 2016-04-02

TOWN OF NORTH EAST POLICY AND PROCEDURES
VENDORS AT THE NORTH EAST COMMUNITY PARK

In accordance with the Code of Ordinances of the Town of North East, Article 7. Park and Recreation Areas, Section 4-703. Food Vendors and Section 4-704. Non-Motorized Vessel-Recreational Rental Vendors. The Mayor and Commissioners of the Town of North East herein have provided for leasing of Vendor Space at the North East Community Park through the process of solicitation proposals from potential vendors. The Vendor Space shall be limited to two (2) Food Vendors and one (1) non-motorized Recreational Rental Vendor (Recreational Vendor).

ANNUAL LEASE AGREEMENT:

The Town of North East shall conduct a solicitation process for potential vendors, in accordance with the Code of Ordinances of the Town of North East. Article 7. Section 4-703 and 4-704 for the purpose of selecting two (2) Food Vendors and one (1) Non-Motorized Vessel-Recreational Rental Vendor.

Unless otherwise stipulated, the lease agreement shall be for a fixed period of one (1) year (365 days) commencing on the date the lease agreement is executed by the Town. The Vendor has the option to utilize their lease space 7 days per week, from dawn to dusk within the one year period with the exception of Provision A. below.

Provision A: Occasions Vendors will be excluded from the Vendor Space

- a. Closing The North East Community Park due to a public threat or emergency.
- b. From time to time, the Town leases the North East Community Park for the purpose of festivals or special events such as the North East Wine Festival, Salute to Cecil County Veterans Celebration, car shows or other similar events. Those event organizers will have the sole discretion of allowing the Vendors to remain in the Park during the festival or special event. Based upon historical data, the Town anticipates on average six (6) festival or special events are held annually.

The Annual Lease Agreement shall be executed within two weeks after the Town award's the Contract to the Vendor(s). The Annual Lease Fee shall be paid in full to the Town of North East when the agreement is executed by the Town. Failure to execute the Agreement and pay the lease fee shall forfeit the opportunity to lease the "Vendor Area" and the vendor shall not be permitted to operate their business within the North East Community Park.

If a Lease Agreement has been executed, the Town shall issue to each vendor, a suitable decal which shall be permanently and prominently affixed to the motor vehicle and/or trailer.

Once a vendor has executed a lease agreement, the owner of the company shall remain responsible for the business, unless a change of ownership takes place, in which case, the new owner shall provide the information required under the Town of North East's "Minimum Proposal Requirements" and the assignment of the Lease shall be subject to Town approval, and any subsequent leases shall be subject to Town approval.

Vendors may not assign or sublet the whole or any part of the leased space.

The Annual Lease Fee is non-refundable. The minimum fee required is \$1,200.00 per year for Food Vendors and \$1,800 per year for Recreational Vendors, payable in full, as outlined above.

REGULATIONS PERTAINING TO VENDORS:

- a. Vendors shall not park overnight at the North East Community Park, per the Code of Ordinance of the Town of North East, Article 7. Parks and Recreation Areas. Section 4-702. m.
- b. Maximum allowance of one (1) motor vehicle with one (1) vending trailer OR one (1) vendor mobile vehicle.
- c. At the conclusion of business activities each day, all vendors shall clean their leased areas and the area shall be free of debris, trash, and/or litter generated by the vendor's business activities.
- d. Vendors shall not disturb the peace by broadcasting of music or loud advertisements.
- e. Vendors shall operate in a safe, sanitary, and non-offensive manner.
- f. Complaints of unsafe conditions, excessive waste or noise (from patrons or machinery), or other disruptive conditions to neighboring homeowners or occupants of the park shall be investigated. The Town of North East reserves the right to revoke any existing contract or refuse to renew it.
- g. Vendors shall not provide seating or tables for patrons.
- h. All food shall be cooked or prepared within the confines of the vendor's food truck or food trailer.
- i. Food vendors shall provide garbage and recyclable garbage receptacles within their leased area and shall dispose of all garbage daily. The Food Vendor may not utilize the dumpster located at the North East Community Park for their daily garbage disposal.
- j. If a generator is utilized, the generator must be contained within the confines of the vendor's food truck or vendor vehicle.
- k. The Recreational Vendor may leave their rental equipment or merchandise on site in their authorized lease space, provided that it shall be at Vendor's own risk; and the Town of North East shall not be held liable for any loss, theft, vandalism, or damage to any vessel, equipment, or merchandise.
- l. The Recreational Vendor's proposed storage area for their rental equipment within the North East Community Park will be reviewed and evaluated by the Town of North East Maintenance Supervisor and Director of Planning with final approval of the structure and location resting with the Town Administrator. The vendor shall include with their proposal package two examples of a non-enclosed storage structure. The structure shall be capable of storing their vessels, equipment and all associated items related to their rental.

If applicable, the vendor shall be responsible for any permits and associated fees. The vendor will be responsible for all costs associated with preparing the site for installation and/or placement of the storage structure. Installation of the storage structure shall be coordinated with the Town of North East Maintenance Supervisor and shall be installed under his supervision.

At the end of the lease agreement, the vendor shall remove the storage structure within thirty days, or the structure shall become the property of the Town. The vendor shall restore the site to pre-installation condition, to the satisfaction of the Town of North East Maintenance Supervisor.

In the event the Town of North East implements their Emergency Response Plan (i.e. weather), the vendor shall remove their non-motorized recreational rental vessels from the storage structure, and take them off premises, per the direction of the Town of North East Maintenance Supervisor.

- m. The Recreational Vendor shall not be permitted to drive past the blockade adjacent to the “kayak ramp entrance” for any reason. Neither shall the vendor be permitted to drive their motor vehicle(s) in any portion of the grassy areas, in the field or on pedestrian pathways located at the North East Community Park.
- n. The motor vehicle and/or vendor trailer associated with a recreational vendor may not park their motor vehicle and/or recreational vehicle transportation vehicle in the location assigned to the recreational rentals. See section below entitled “Designated Location for Vendors.”
- o. All provisions of the Code of Ordinances of the Town of North East. Chapter. 4. Public Conduct and Behavior. Article 7. Parks and Recreation Areas shall be applicable to all vendors.
- p. Vendors have two (2) options for reporting violations of permit exclusivity: Call the Planning and Zoning Department at 410-287-5801 Monday through Friday between 8:30 am – 4:30 pm or call the North East Police at 410-287-5996.
- q. The Vendor shall be permitted to be on premises at the North East Community Park in their designated area from Dawn to Dusk.
- r. No alcoholic beverages, illegal substances, or tobacco products shall be permitted.
- s. Vendor(s) will not be allowed to give *items* away free that do not directly relate to or have a direct correlation to their business.

DESIGNATED LOCATION FOR VENDORS:

FOOD VENDOR A: Location set up, see attached map, page 4A. (50’ x 30’)

FOOD VENDOR B: Location set up, see attached map, page 4A. (50’ x 30’)

RECREATIONAL RENTAL VENDOR C.a: the Town Administrator shall determine Location.

RECREATIONAL RENTAL VENDOR C.b.: All Recreational Vendor business transactions must be conducted fully from the approved designated area. All Recreational Vendor vehicles and trailers used for the transport and delivery of rental vessels and/or equipment shall park in the designated parking area as shown on the attached map (see-attached map, page 4A). Failure to comply will be considered a violation and shall be considered a breach of the Agreement and be cause for suspension or termination.

UTILITIES:

- a. Vendors are not permitted to use the North East Community Park water, sewer, or electric for purposes of operating their business.
- b. The Vendor shall provide potable water.

SIGNS ADVERTISING FOOD VENDORS AND RECREATIONAL RENTALS:

- a. Vendor truck and/or trailer may be painted with a company name, including logos, as typically found on vending vehicles.
- b. One independent sign no greater than 4 square feet in size may be attached to the Vending vehicle or Trailer, but not both. The sign shall not be located on the roof of the motor vehicle or roof of the trailer, nor shall the sign be located higher than the top of the motor vehicle or trailer.
- c. One of the following signs per vendor is permitted: Temporary sign, portable sign, A-Frame, pedestal, Sandwich-board sign and shall not be permanently affixed to the ground. Sign shall be no greater than 24" x 36". Sign shall be located within the designated lease area, and shall be removed at the end of each day of business. Such sign may identify the name of the company, may contain a logo, or may be used to communicate a specific message of information such as a daily food special; lunch menu or promotional rental.
- d. All food and drink prices must be prominently posted to be visible to the public.
- e. The Department of Planning will review and implement opportunities to install generic 'vendor' signs within the North East Community Park.
- f. No off premises signs shall be permitted.

MINIMUM REQUIREMENTS:

Proposals shall include, at a minimum, the following information:

- a. Name of Food Vendor Business or Recreational Rental Vendor Business
- b. Type of Vendor (food vendor or recreational rental vendor)
- c. The specific food item(s) offered for sale shall be specified, along with the associated price of each food item.
- d. The type of recreational vessel(s) offered for rent shall be specified, along with the associated rental fee per vessel type.
- e. Make, model and license plate number of motor vehicle and/or trailer used for business.
- f. Motor Vehicle Registration and Insurance Verification for all vehicles and trailers associated with the vendor.
- g. Owner's name, social security number, address, phone number, fax number, email address.
- h. Copy of the Driver's License of those operating motor vehicles for the vending business.
- i. Method used in conducting sales and rentals: Cash, Check, Charge, PayPal.
- j. Employee's name(s), address, phone number, fax number, email address.

- k. Copy of Cecil County Trader's License.
- l. Copy of Health Department License, if applicable.
- m. Description of proposed signage.
- n. Photo of vending vehicle and/or trailer associated with the vending business.
- o. All owners and employees of the vending service shall be subject to a criminal background check, performed by the North East Police Department, as the vending business will be located on the property of the Town of North East. Any employee not receiving an approved background check from the North East Police Department will not be permitted to be employed by the vending service within the North East Community Park.
- p. Minimum fee requirement is \$1,200.00 per year for Food Vendors and \$1,800.00 per year for Recreational Vendors, payable in full, within two weeks of Vendor selection (see page 13).
- q. Vendors shall agree to set up their business per the "Appointed Location for Vendors." Please submit your proposed business layout using the criteria set forth in that section.
- r. Description of the preparation methods, food products offered for sale, including the intended menu, display, and distribution containers.
- s. Hold Harmless Town of North East Language/form
- t. Certificate of insurance with the Town of North East named as an additional insured in an amount of at least one million dollars (\$1,000,000) with respect to personal injury or death and at least five hundred thousand (\$500,000) for property damage.
- u. Workers Compensation for the vendor
- v. Signed agreement that the proposed Vendor has read and understands that all regulations outlined in the Code of Ordinances of the Town of North East, Article 7. Parks and Recreation Areas shall be applicable, and in addition, understands that the provisions outlined in the Policy and Procedures for Vendors at the North East Community Park shall also be applicable.
- w. Vendors must abide by all public safety regulations and/or decisions of the representatives of the Town of North East, Cecil County Government, Local Fire Departments and Police, Department of Emergency Services.
- x. If there is a request to terminate the lease agreement, earlier than the set contract time, the fees shall not be reimbursed, retroactively reimbursed or pro-rated.
- y. Violations of these or other rules or regulations shall result in immediate revocation of permit without refund.

AMENDMENTS TO POLICY AND PROCEDURES:

Amendments to the Policy and Procedures shall be under the direction of the Town Administrator and Mayor and Commissioners.



**Town of North East, Maryland
106 South Main Street
North East, Maryland 21901**

Indemnity/Hold Harmless Agreement

This form shall be completed by the organization/vendor and shall be included in the proposal package.

To the fullest extent permitted by law, the undersigned Organization agrees to indemnify and hold harmless the Town of North East, Maryland, its elected and appointed officials, employees, volunteers and others working on behalf of North East, Maryland (collectively, the "Town"), from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of bodily injury, sickness, or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of the Organization, or anyone acting on its behalf in connection with or incident to its activities at the North East Community Park, except that the Organization shall not be responsible for damages caused by or resulting from the Town's sole negligence; and the Organization shall, at its own cost and expense, defend any such claims and any suit, action, or proceeding which may be recovered in any suit, action, or proceeding, and any and all expense including, but not limited to, costs, attorney's fees and settlement expenses, which may be incurred therein.

Name of Organization/Vendor: _____

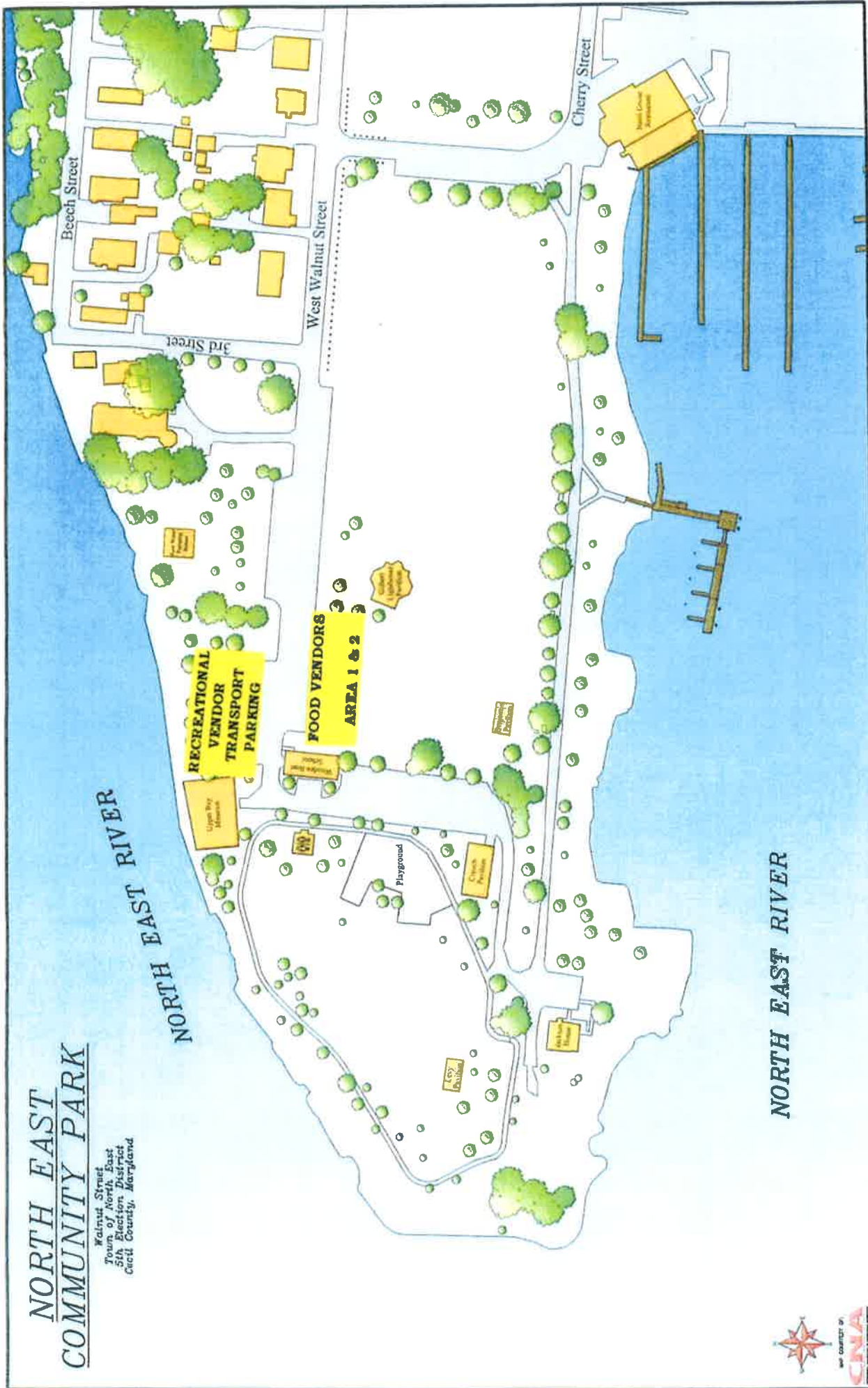
Authorized Signature: _____

Address of Organization/Vendor: _____

Daytime Telephone Number: _____

Cell Phone Number: _____

Email Address: _____



**TOWN OF NORTH EAST
 DESIGNATED LOCATIONS FOR VENDORS
 POLICY AND PROCEDURES: VENDORS AT THE NORTH EAST COMMUNITY PARK: MAP**