

LIMITED SERVICES CONTRACT-2022 NYE Celebration



Checklist and Reminder: As you prepare your application for submission, please use this check list as a guide. When all boxes are checked, the application is ready to submit. Thank you very much for your interest.

- Read the rules and regulation.
- Complete the entire application by **November 21, 2022**
- Sign the contract under "second party"
- Submit completed application and \$150.00 vendor fee to:
City of Greenville, NC
Margot Clark
RE: NYE Sponsorship
PO Box 7207
Greenville, NC 27835
or specialevents@greenvillenc.gov

It is agreed by and between the City of Greenville Recreation and Parks Department hereinafter referred to as "City," and _____ Greenville, NC hereinafter referred to as "Second Party," as follows:

1. Person who will provide service:

Name: _____

Address: _____

City, State: _____

Zip: _____ Phone (Day): _____

2. Services and duties of Second Party:

- A. Provide Food Truck vendor services on **December 31, 2022 at the Town Common from 9:00 p.m.-12:00 a.m.**
- B. Maintain any certifications required by law.
- C. Remove all equipment, supplies and remove waste after event.
- D. All non-essential vehicles must be moved off-site by 8:30 p.m.

3. Services to be conducted for the following period:

- A. December 31, 2022 from 9:00 p.m.-12:00 a.m.

4. Place(s) where services will be provided:

The Town Common
105 E. 1st Street
Greenville, NC 27858

- 5. City shall pay per \$0 hour/activity (circle one) for services rendered and no deductions shall be subtracted there from. Second Party does not participate in any fringe benefits of City, nor does City provide liability insurance for Second Party.
- 6. Second Party, in performing the above services, is acting as an independent contractor and is not an employee of the City of Greenville.
- 7. The general terms and conditions of this Contract are contained in Attachment 1 to this Contract.

Attachment 1 is incorporated into this Contract by this reference. (See next page)

General Terms and Conditions for Limited Services Contract

A1. Conflict of Interest: Second Party attests that he/she is not a City employee or spouse of a City employee.

A2. Indemnification: To the fullest extent permitted by law, Second Party shall defend, indemnify and hold harmless City, its agents, representatives, officers, directors and employees from and against claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings) relating to, arising out of or resulting from Second Party's negligent acts, errors, mistakes or omissions relating to the performance of this contract.

A3. Termination: This Contract shall become effective upon complete execution by the parties, and shall remain in effect until terminated by either party, as follows:

- City reserves the right to terminate any part or the entire Contract upon notice if Second Party fails to carry out any term, promise or conditions of the contract.
- Upon giving thirty [30] calendar days written notice, City or Second Party may terminate this Contract, in whole or in part, for convenience and without penalty or further obligation.

A4. Assignability: Second Party shall not assign or otherwise transfer this Contract or any of its rights or obligations under this Contract without first obtaining the written consent of City. Any assignment or other transfer without City's consent shall be void.

A5. Nondiscrimination: Second Party agrees to comply with all provisions of applicable federal, state and local laws related to nondiscrimination, equal employment opportunity, and the Americans with Disabilities Act.

A6. Insurance: Any and all insurance coverage for activities undertaken in the course of this project, including, but not limited to, worker's compensation, automobile liability, commercial general liability, professional liability, umbrella excess liability, and valuable papers are the responsibility of Second Party.

A7. Tax Identification Information: Prior to any payment for services being made, Second Party shall provide the City with information necessary to comply with income tax reporting requirements.

A8. Force Majeure: In the event of a catastrophic event or other peril which prevents the fulfillment of the articles of this Contract, neither City nor Second Party shall be held liable. This Contract becomes null and void.

A9. COVID-19 Specific Guidelines: Second Party agrees to work with the City to compose mutually agreed upon safety measures within local and state guidelines for services provided. Second Party shall at all times review and stay current with new releases and changes set forth by the Executive Orders and guidelines issued by the Centers for Disease and Control and the North Carolina Department of Health and Human Services.

A10. Weather Policies: The City reserves the right to cancel activities in its parks and facilities in cases of extreme weather conditions

A11. Entire Contract – Amendments: This Contract represents the entire Contract between the parties with respect to the subject matter hereof. This Contract may not be amended except through an appropriate writing signed by both parties.

By signature, I hereby certify that I have read and agree to the terms and conditions in the City of Greenville, NC Limited Services Contract.

Second Party

City of Greenville

(print name)

(print name)

(Signature) Date

(signature) Date

Title

Title

For office use only:

Date/Time: _____

Initial: _____

[] Added to the spreadsheet