

**CHECKLIST & REMINDERS:** 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 regulations of the event.
- ☐ Complete the entire application by 12:00 p.m. on February 29, 2024 .
- ☐ Sign the contract under "Second Party."
- ☐ Submit application either by email ([mhoward@greenvillenc.gov](mailto:mhoward@greenvillenc.gov)) or drop-off at Jaycee Park receptionist desk (2000 Cedar Lane Greenville, NC 27858).
- ☐ Vendor Payment of \$25 per date for sweet vendor, and \$50 per date for all other vendors due by 12:00 p.m. on April 10, 2024.
  - Call to pay over phone.
  - Bring a check or cash to Jaycee Park.

### LIMITED SERVICES CONTRACT

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

1. **Person who will provide service:**

Name: \_\_\_\_\_  
Organization/Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone (Day): \_\_\_\_\_

2. **Services to be conducted, please check type of service:**

☐ Food Truck ☐ Sweet Vendor ☐ Other

Vendor services for 2024 Movie in the Park on (Please circle the date(s) you would like to be considered for):

- |   |  |
|---|--|
| 1) April 26, 2024, 5:30 p.m. – 30min. after movie | 3) June 7, 2024, 5:30 p.m. – 30min. after movie  |
| 2) May 17, 2024, 5:30 p.m. – 30min. after movie   | 4) July 26, 2024, 5:30 p.m. – 30min. after movie |

3. **Place(s) where services will be provided:**

City of Greenville Recreation facility – Town Common (105 East First Street, Greenville, NC 27858)

4. The City shall pay per \$0 hour/activity (circle one) for services rendered and no deductions shall be subtracted there from. The second party does not participate in any fringe benefits of City, nor does City provide liability insurance for Second Party.

5. The second party, in performing the above services, is acting as an independent contractor and is not an employee of the City of Greenville.

6. 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.

## Attachment 1

### General Terms and Conditions

**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. 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.

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

Second Party

City of Greenville

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title