

## **Town of Exeter**

### **Mobile Vending License Agreement**

The Town of Exeter, a municipal corporation with a principal place of 10 Front Street, Exeter, New Hampshire (hereinafter "Town"), for the License Fee of \$X,XXX.XX hereby grants this revocable license to VENDOR NAME AND ADDRESS (hereinafter "Licensee") to allow the vending of goods and/or food from the downtown municipal parking space shown on Exhibit 1 (hereinafter "Vending Space") in accordance with the following terms and conditions:

1. This license authorizes the vending of goods/food from the Vending Space for the period of January 1, 2022 – December 31, 2022.
2. Vending shall be from only that mobile vending unit described as follows: DESCRIPTION OF MOBILE VENDING UNIT, VIN # \_\_\_\_\_, License Plate # \_\_\_\_\_. Should Licensee seek to vend from a different mobile vending unit, Licensee shall seek the written consent of the Town and such mobile vending unit shall be inspected and licensed by the Health Department. Such consent shall not be unreasonably withheld. Requests shall be directed to the Town Manager.
3. The Licensee agrees to maintain the mobile vending unit described in the preceding paragraph in good condition and to vend from it only those items/foods which Vendor is lawfully allowed to vend in accordance with Local and State permits.
4. Licensee agrees to keep the vending space clean and sanitary at all times and to comply with any reasonable requests of the Town with respect to maintenance of the area. Trash receptacles shall be made available to customers and removed by Licensee when Vendor departs the vending space daily. Dumping of grease, oil or graywater is strictly prohibited.
5. Licensee must comply at all times with all other applicable State and Local Ordinances, specifically including those relative to vending and health safety. Mobile vehicle unit shall be properly registered at all times and Licensee shall provide proof of registration if requested by the Town.
6. Licensee and/or operators of mobile vending unit shall maintain, at all times, such State and Local permits and licenses as are required. Nothing in this license diminishes, negates, changes or alters the authority of the Health Department or any other department relative to licenses and permits issued by it. Such other agencies and departments shall have all remedies available to it under law.

7. If food vending, it shall be grounds for revocation if an inspection conducted by the Health Department yields: 1) more than 2 critical item violations per inspection; and/or 2) any repeat critical item violations(s), 3) a total inspection score of less than 80, or 4) if the Commissary names on the Commissary Agreement does not maintain an inspection score of 80 or greater, or 5) Vendor failed to sign in to Commissary on day of inspection, or on any day of operation, or 6) Vendor protests/refuses inspection.
8. Licensee shall not harass, intimidate or threaten other vendors.
9. Payment of the License Fee shall be made payable to the Town of Exeter and directed to the attention of Town Manager, Town of Exeter, 10 Front Street, Exeter, NH 03833.
10. Licensee hereby agrees to indemnify and hold harmless the Town and its respective officials, employees and agents from any and all liability of any kind associated in any way with the exercise of the rights granted under this license. This obligation shall survive the termination of this License.
11. The Licensee agrees to submit a Certificate of Insurance and endorsement/provisions with completed application maintaining General Liability/Bodily Injury/Property Damage of \$1,000,000 per occurrence, \$2,000,000 aggregate; the Town of Exeter must be listed additional insured. A copy of the Certificate of Insurance shall be kept on file with the Town Manager's Office.
12. The license is not transferable or assignable without the written consent of the Town.
13. Licensee shall not operate from the vending space before 7:00 am or after 9:00 pm without the written consent of the Town.
14. Licensee agrees to cooperate with the Town in the event that the Town needs to undertake temporary maintenance or construction within the Vending Space or make available the area for a special event. For example, in the event of a necessary water line repair, vending from the space might have to be suspended for a short period of time. In such instance, the Town is prepared to try to identify an alternative temporary location for vending or to refund/credit an equitable portion of the License Fee.
15. Both the Town and Licensee acknowledge that conditions may arise that might require a permanent relocation of the vending space. The Town may, for good cause and upon reasonable notice, assign Licensee a different

vending space in the downtown area. The Town and Licensee shall in the first instance attempt to identify a mutually agreeable alternative Vending Space. Should Licensee object to the alternative location, Licensee, without penalty, may terminate the license and be refunded an equitable portion of the License Fee.

- 16. This license may be revoked if Licensee fails to abide by the obligations set forth in this license. Licensee will be provided with notice of any deficiency and an opportunity to cure. Such cure period shall be seven (7) days except in the event of a serious health or safety violation, in which case the cure period shall be immediate. There shall be no refund of the license fee paid to date of revocation.
- 17. Any damages sustained by Licensee for breach of this license shall be limited to refund of any fees paid.
- 18. Licensee agrees that it shall reimburse the Town for the cost of remediating any situation caused by failure of the Licensee to comply with this license, including, but not limited to, the cost of cleaning or repairs necessitated by Licensee's negligent actions or use of the Vending Space in a manner inconsistent with the terms of the license.
- 19. At the end of the term of this license, the Licensee may again apply for the Downtown Exeter Mobile Vending Agreement through the Request for Proposal process for the next calendar year.

TOWN OF EXETER

\_\_\_\_\_  
Russell J. Dean, Exeter Town Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Licensee

\_\_\_\_\_  
Date