

VENDOR AGREEMENT

This Vendor Agreement (the "Agreement") is entered into by the undersigned individual or organization (the "Vendor") and the Town of Los Gatos (the "Town") to provide services specific to private park reservations and/or special use permits. Vendor agrees to the following terms and conditions of this Agreement as a prerequisite for being placed on the list of vendors pre-approved to provide services on property owned by the Town.

Pre-approved Vendor List:

Upon execution of this Agreement and compliance with its terms, the Town agrees to add Vendor to its Pre-approved Vendor List.

Vendor Type:

- One-Day Vendor – Vendor is engaged for specific, one-time services on a specified date.
- Recurring Vendor – Vendor is engaged for ongoing or recurring services on an annual basis.

Risk Level:

- High Risk Activity
- Low Risk Activity

Term of Agreement:

For recurring vendors, the effective date of this Agreement shall begin upon execution and remain in effect for five (5) years. Upon mutual agreement of all Parties, this Agreement may be extended for one additional five year period. Parties may terminate their participation in this agreement upon thirty (30) days written notice to all other Parties. For one day vendors, the term shall begin upon execution and end at 11 P.M. on the specified date.

Purpose:

The purpose of this Agreement is to promote the safety and reasonable enjoyment of public premises. Established requirements have been developed to protect the Town as well as any individual or entity using Town premises. Specific insurance coverages are required to properly cover claims that could arise out of Vendor's activities. In consideration of being authorized to provide vendor services on Town Park property, Vendor agrees to the terms set forth below.

Obligations:

- A. Vendor recognizes that the Town has no affiliation with pre-approved companies and does not recommend one over any others.

B. Vendor is responsible for the actions of its employees, volunteers, representatives, agents, subcontractors, and hired parties while services are being performed on property owned by the Town.

Compliance:

All applicable laws, regulations, rules, and procedures are to be complied with shall be strictly observed by Vendor. By way of illustration, the laws regulations, rules, and procedures to be complied with shall include, but not be limited to, the following:

a) Town Parks and Public Works Rules and Regulations, as may be updated from time to time.

[Current rules and regulations](#)

b) The Vendor shall comply with all applicable laws, codes, ordinances, and regulations of governing federal, state and local laws. Vendor represents and warrants to Town that it has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for the Vendor to engage in its business. The Vendor shall maintain a Town business license pursuant to Chapter 14 of the Town Code.

c) Vendor agrees that this Agreement does not convey the rights granted through a sidewalk vending permit or other authorization issued under Chapter 14 of the Town Code, which governs the regulation of sidewalk vendors, including the use of public spaces for the sale of goods or services. This Agreement is specifically for the provision of services related to private park reservations and/or special use permits and does not confer any rights associated with the Town's sidewalk vending program.

Indemnification/Hold Harmless:

Vendor agrees to indemnify and hold harmless the Town, its elected and appointed officials, employees, and agents, from and against any and all damages, claims or liability, penalties, costs or expenses in law or equity that may at any time arise from any loss, damage, or injury to persons or property occurring in or about the Premises that arises out of the Vendor's use of the Premises, including use by anyone that the Vendor has permitted or allowed to use the Premises. Vendor agrees to defend the Town against any such claims.

Insurance Requirements:

Insurance coverages shall be as follows:

A. Certificate of insurance showing Commercial General Liability on an occurrence basis at least as broad as Insurance Services Office (ISO) for GC 00 01 in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate for low risk activity and not less than \$2,000,000 per occurrence and \$4,000,000 general aggregate for high risk activities. If per project/location general aggregate coverage is not available under the policy, the limit for the general aggregate shall be doubled.

- B. Commercial General Liability Additional Insured Endorsement on ISO form CG 20 10 (or equivalent) for ongoing operations naming the “Town of Los Gatos, its elected and appointed officials, employees, and agents” must be provided.
- C. Commercial General Liability Primary and non-contributory endorsement must be provided.
- D. Worker’s Compensation as required by state law (inapplicable if the Vendor is a sole proprietor and provides written verification that Vendor does not have any employees).
- E. The Workers Compensation policy shall allow and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, and agents.
- F. Automobile Liability (Automobile Liability insurance is required only if vehicles will proceed past the parking lot onto park grounds.)) for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of not less than \$1,000,000 per accident.
- G. Automobile Liability Additional Insured Endorsement naming the “Town of Los Gatos, its elected and appointed officials, employees, and agents” must be provided.

Required License:

All Vendors are required to obtain and maintain a Town business license.

Conditions for Use of Park Facilities:

Park facilities must be left in a clean and undamaged state as a condition of remaining on the Pre-approved Vendors List.

All vendors must park on the street or in designated parking lots. (Town Code Section 19.10.035.)

Termination of Agreement:

The Town may terminate this Agreement at any time, with or without cause, via written notice to Vendor, specifying the effective date of termination. All Vendors must adhere to all permit conditions and understand that failure to comply with any condition, or any violation of law may result in the immediate termination of the agreement or criminal prosecution. Vendor understands the Town Manager, Chief of Police and/or the Director of Parks & Public Works and/or Streets & Parks Superintendent has the right at any time to revoke this agreement.

IN WITNESS WHEREOF, the Town and Supplier have executed this Agreement.

Town of Los Gatos:

by:

- One-Day Vendor**
- Recurring Vendor**

Nicolle Burnham
Director of Parks of Parks and Public Works

Vendor Signature

Title

Approved as to Form:

Gabrielle Whelan, Town Attorney