

CONTRACT FOR POOL CONCESSION SERVICES

THIS CONTRACT, dated as of the 14th day of **April, 2026** between the Township of West Orange, a Municipal Corporation, in the County of Essex, and the State of New Jersey (hereinafter referred to as the “Township”), having its principal offices at 66 Main Street, West Orange, New Jersey; and **FAT DADDY’Z**, (hereinafter referred to as the “Contractor”), having its principal offices at 1 Lonergane Lane, West Orange, New Jersey 07052.

WHEREAS, the Township issued a Request for Proposal (the “RFP”) seeking proposals for a Contract for Food & Beverage Concession at West Orange Ginny Duenkel Pool Season with Option to Extend 2 One-Year Periods (the “Pool Concession Services”), a copy of the RFP is annexed hereto as Exhibit “A;” and

WHEREAS, on February 24, 2026, the Contractor submitted a proposal in response to the RFP, annexed hereto as Exhibit “B,” seeking award of the Contract for Pool Concession Services (the “Contract”) with a proposal to pay the Township the following percentages of the total sales volume: (i) 21% for 2026; (ii) 23% for 2027; and (iii) 25% for 2028.

WITNESSETH

1. The Contractor hereby covenants and agrees to furnish and deliver to the Township, the Pool Concession Services consistent with the scope of services as set forth in the RFP and the Contractor’s Proposal submitted on February 24, 2026 (the “Proposal”) and that it shall pay to the Township 21% of its total sales volume for providing Pool Concession Services for 2026.

2. The Township shall have the right to extend this Contract for an additional one year period for summer of 2027 whereby the Contractor shall provide the Pool Concession Services for 2027 and that it shall pay to the Township 23% of its total sales volume for providing Pool Concession Services for 2027.

3. The Township shall further have a right to further extend this Contract for an additional one year period for summer 2028, whereby the Contractor shall provide the Pool Concession Services for 2028 and that it shall pay to the Township 25% of its total sales volume for providing the Pool Concession Services for 2028.

4. Contractor shall abide by all terms set forth in the RFP. In the event of any conflicts between the terms and conditions set forth in the RFP and the Proposal, the terms and conditions set forth in the RFP shall govern.

5. Contractor agrees that its shall supply to the Township’s Director of Recreation and the Township’s Purchasing Agent a weekly report of earnings from the snack bar showing the total sales volume for that week. As set forth in the RFP, the week shall run from Saturday through Friday and the reports will be provided no later than Wednesday of the following week.

6. The Contractor acknowledges that it has read N.J.S.A. 10:2-1, et. seq. (Discrimination in Employment on Public Works; contract Provision), the terms of which are incorporated herein as if expressly set forth at length, and the contractor agrees to comply with and be bound by the terms thereof.

7. Insurance Requirements. Throughout the duration of the Agreement, and any extensions and/or renewals thereof, Contractor, at its sole cost, shall maintain insurance within minimum amount of coverage set forth in the bid specifications including general liability insurance with not less than a combined single limit of \$1,000,000.

8. Worker's Compensation Insurance: Throughout the duration of the Agreement, and any extensions and/or renewals thereof, Contractor, at its sole cost, shall maintain Worker's Compensation Insurance covering employees engaged in performance of this contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.

9. This Contract shall not be assignable by the Contractor.

10. Contractor agrees to indemnify and hold harmless the Township, its agents, servants and employees from and against any and all losses, damage, liabilities, and expenses which may arise or be claimed against the Township, its agents, servants and employees, consequent upon or arising out of or in connection with this Contract.

11. This Contract shall be governed and construed in accordance with the laws of the State of New Jersey, without regard to its conflict of law principles. Any claim shall be brought in the Superior Court of New Jersey, Essex Vicinage. Each of the Parties hereby irrevocably consents to the service of process of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof to it by regular mail. Each of the Parties hereby irrevocably waives any objection that it may now or hereafter have to the laying of venue of any such claim, suit, proceeding, or action in such respective jurisdictions.

12. If any provision of this Agreement, or any portion thereof, is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall continue in full force and effect as if such invalid, illegal, or unenforceable provision had never been contained herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is held to be excessively broad, it shall be reformed and construed by limiting and reducing it so as to be enforceable to the maximum extent permitted by law. The parties expressly acknowledge and agree that they would have entered into this Agreement regardless of the enforceability of any particular provision.

13. This Agreement, including all exhibits, appendices, and attachments hereto, sets forth the entire agreement between the Public Entity and the other party with respect to the subject matter hereof and supersedes all prior and contemporaneous discussions, negotiations, understandings, representations, warranties, and agreements, whether oral or written, between the parties. All previous drafts, proposals, and communications between the parties relating to

the subject matter of this Agreement are hereby merged into this Agreement. Neither party has relied upon any representation, warranty, or undertaking that is not expressly set forth in this Agreement. The parties acknowledge that there are no terms, conditions, representations, warranties, promises, covenants, or understandings between the parties other than those expressly set forth herein.

14. No modification of this Agreement shall be valid or binding unless the modifications shall be in writing, approved by the Township's Municipal Council and executed by the Township and the Contractor.

15. No waiver of any term, provision or condition contained in this Agreement or any breach of any such term, provision or condition shall constitute a waiver of any subsequent breach of such term, provision or condition by either party, or justify or authorize the non-observance on any other occasion of the same, or any other term, provision, or condition of this Agreement by either party.

16. This Contract is effective as of the Township's adoption of an authorizing resolution by the Township's governing body.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, or caused these presents to be signed by their proper corporate officers, and caused these corporate seals to be affixed hereto.

ATTEST:

FAT DADDY'Z

Name:

Name: DARASEN DAVIS

ATTEST:

TOWNSHIP OF WEST ORANGE

KAREN CARNEVALE, R.M.C
TOWNSHIP CLERK

BY: _____
MAYOR SUSAN McCARTNEY