

**COUNTY OF MONTEREY STANDARD AGREEMENT  
BETWEEN THE COUNTY  
AND  
A-TRAIN'S BBQ  
FOR FOOD & BEVERAGE SERVICES  
FOR WEATHERTECH LAGUNA SECA RACEWAY**

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and: A-TRAIN'S BBQ (hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **EXHIBIT A SCOPE OF SERVICES**, attached to and made part of this Agreement, in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

**To provide: FOOD & BEVERAGE SERVICES for WeatherTech Laguna Seca Raceway for the 2019 Race Season and Track Rentals.**

2.0 TERM OF AGREEMENT.

2.1 The term of this Agreement will be for the 2019 RACE SEASON from **June 1, 2019 to December 31, 2019**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with the County signing last, and **CONTRACTOR may not commence work before County signs this Agreement.**

2.2 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

3.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

**Exhibit A Scope of Services**

4.0 PAYMENT PROVISIONS.

- 4.1 It is mutually understood and agreed by both parties that both parties agree to the payment provisions of this Agreement, and subject to the limitations set forth in the Agreement.
- 4.2 Prices shall remain firm during the term of this Agreement.
  - 4.2.01 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the commencement of this Agreement.
  - 4.2.02 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.
- 4.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 4.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that required payment in less than 30 days.
- 4.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.
- 4.6 Tax:
  - 4.6.01 Pricing as per this Agreement is inclusive of all applicable taxes.
  - 4.6.02 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

5.0 PERFORMANCE STANDARDS.

- 5.1 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.
- 5.2 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.
- 5.3 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property

(including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

## 6.0 INVOICES.

6.01 Payments shall be made to the person identified in Section 14, below.

6.02 CONTRACTOR shall reference **the appropriate Event Name** on all payments submitted to County. CONTRACTOR shall submit such payments at the completion of services, but in any event, not later than 30 days after completion of event. The County shall certify the payment, either in the requested amount or in such other amount as the County approves in conformity with this Agreement.

## 7.0 TERMINATION.

7.1 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the commencement of the Agreement. Such notice shall set forth the effective date of termination.

7.2 The County may cancel and terminate this Agreement for good cause upon written notice to CONTRACTOR and providing a reasonable time to cure the defective services. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.3 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

## 8.0 INDEMNIFICATION.

8.1 CONTRACTOR shall indemnify, defend, and hold harmless the County of Monterey, its officers, agents and employees from any claim, liability, loss, injury, or damage to the extend caused by CONTRACTOR's negligence under this Agreement arising out of, or in connection with, performance of this Agreement by CONTRACTOR and/or its agents, employees or sub-contractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by the County. The prevailing party shall reimburse the other for all costs, attorneys' fees, expenses and

liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

- 8.2 Notwithstanding the above, CONTRACTOR's liability under this Agreement for all claims, suits, demands, losses or damages shall be limited to, in the total aggregate amount of the CONTRACTOR'S General Liability insurance policy. In no event, whatsoever, shall either party to this Agreement be liable to the other for any incidental, indirect or consequential damages, including lost profit or business loss.

## 9.0 INSURANCE REQUIREMENTS.

### 9.1 Evidence of Coverage:

9.1.1 Prior to commencement of an AGREEMENT, CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

9.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

9.2 Qualifying Insurers: All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

### 9.3 Insurance Coverage Requirements:

9.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an AGREEMENT a policy or policies of insurance with the following minimum limits of liability:

- a) Commercial General Liability Insurance, Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed.
- b) Liquor Liability, with limits of not less than \$2,000,000 each occurrence.
- c) Commercial Auto Liability Insurance with limits not less than \$1,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-owned, and Hired auto coverage, as applicable.

- d) Worker's Compensation, in Statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness.
- e) Professional Liability Insurance, if applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with the services.

9.4 Other Insurance Requirements:

9.4.1 Commercial General Liability, Liquor Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

- a) County of Monterey, its Agents, officers, and Employees as Additional Insureds with respect to liability arising out of ongoing and completed operations.
- b) Such policies will be primary insurance to any other insurance or self-insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separate to each insured against whom claim is made or suit is brought.
- c) If a contractor carries or maintains an Umbrella/Excess Liability policy to provide additional coverage or if the contract requires higher limits than what the contractor carries in the primary policies, County shall be added as Additional insured on such policies.
  - i. The policy shall provide "drop-down" coverage where underlying primary insurance coverage limits are insufficient or exhausted.

All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an AGREEMENT, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under an AGREEMENT.

9.4.2 Each liability policy shall provide that County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insureds with respect to claims arising from each subcontractor, if any, performing work under an AGREEMENT, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

9.4.3 Prior to the execution of an AGREEMENT by County, CONTRACTOR shall file certificates of insurance with County's contract administrator and County's Contracts/Purchasing Division, showing that CONTRACTOR has in effect the insurance required by an AGREEMENT. CONTRACTOR shall file a new or amended

certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in an AGREEMENT, which shall continue in full force and effect.

- 9.4.4 CONTRACTOR shall always during the term of an AGREEMENT maintain in force the insurance coverage required under an AGREEMENT and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of an AGREEMENT, which entitles County, at its sole discretion, to terminate an AGREEMENT immediately.

## 10.0 RECORDS AND CONFIDENTIALITY.

- 10.1 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.2 County Records. When this Agreement expires, or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.3 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.4 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the

State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

10.5 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11.0 NON-DISCRIMINATION.

During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS.

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 INDEPENDENT CONTRACTOR.

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

14.0 NOTICES.

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

<b>FOR COUNTY:</b>	<b>FOR CONTRACTOR:</b>
County of Monterey County Administrative Office	A-TRAIN'S BBQ
Lavonne Chin Special Events Manager <a href="mailto:chinl@co.monterey.ca.us">chinl@co.monterey.ca.us</a> 168 West Alisal Street 3 <sup>rd</sup> Floor Salinas, CA 93901	Adrien Antosz Owner <a href="mailto:Atrainsbbq@gmail.com">Atrainsbbq@gmail.com</a> 1449 Plumas lane Seaside, CA 93955
Phone: (831)755-7214	Phone: (831) 383-1542

15.0 MISCELLANEOUS PROVISIONS.

- 15.1 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.
- 15.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.4 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.6 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.



- 15.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is an important element. Time is an important element in each and all the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.
- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

**COUNTY OF MONTEREY**

**CONTRACTOR**  
A-TRAIN'S BBQ

By: 

Contracts/Purchasing Officer

Date: 5-10-19

By: \_\_\_\_\_  
Department Head (if applicable)

Date: \_\_\_\_\_

Approved as to Form<sup>1</sup>

By:   
Dep County Counsel

Date: \_\_\_\_\_

Approved as to Fiscal Provisions<sup>2</sup>

By:   
Auditor/Controller


Date: 5-10-19

Approved as to Liability Provisions<sup>3</sup>

By: \_\_\_\_\_  
Risk Management

Date: \_\_\_\_\_

\_\_\_\_\_  
Contractor's Business Name\*

By:   
(Signature of Chair, President, or Vice-President) \*

Adrien Antosz - Owner  
Name and Title

Date: 5-9-19

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) \*

\_\_\_\_\_  
Name and Title

Date: \_\_\_\_\_

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

<sup>1</sup>Approval by County Counsel is required

<sup>2</sup>Approval by Auditor/Controller is required

<sup>3</sup>Approval by Risk Management is required only if changes are made in sections 8 or 9

**EXHIBIT A**  
**SCOPE OF WORK**

A1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

A1.2 CONTRACTOR RESPONSIBILITIES:

A1.2.1 CONTRACTOR has been approved to be a provider of Food & Beverage Services for the 2019 RACE SEASON & TRACK-RENTALS.

A 1.2.1.1 Vendor Location:

- Bubba Burger Trailer Unit

A 1.2.1.2 Approved Service Types:

- **Non-Alcoholic Beverages** (all beverages must be pre-approved by the County or purchased through the Beverage program)
- **Pre-Approved Food Menu Items Only**

A 1.2.1.3 CONTRACTOR must provide the County with the following license numbers:

- Caterer: Off-Premise License # \_\_\_\_\_
- Resale Vendor: Resale License # \_\_\_\_\_

A 1.2.1.4 Fee Structure – CONTRACTOR shall pay the County for each event:

- Fifty (50%) Percent of Net Income for all Retail Sales during each event
- Eighteen (18%) Percent of Gross Receipts for all Catering Services during each event

A1.2.2 Net Income Definition: Net Income equals total revenue minus total expenses during each contracted event. The following are defined as allowable deductions from the events gross income in order to define net income: cost of goods sold, general and administrative expenses, operating expenses, depreciation, interest, taxes and other mutually agreed upon expenses identified in writing by both parties prior to execution of the Agreement.

A1.2.3 Gross Receipts Definition: Gross Receipts are sales minus allowable returns and allowances, and cost of goods sold.

A1.2.4 CONTRACTOR shall provide the COUNTY with an EVENT RATE sheet, identifying the sale price of each item to be sold during the event. Event Rate Sheet must be provided at the time the Agreement is submitted to the COUNTY. COUNTY shall have final approval of determining rates of items to be sold at the facility. All products to be sold must be listed on the approved menu by the COUNTY. CONTRACTOR shall not sell, display or give away any items containing any part of the Event title, date or the words WeatherTech Raceway Laguna Seca.

A1.2.4 CONTRACTOR shall be solely responsible for collection and payment to proper governmental agencies of all taxes and fees, including but not limited to, sales tax, license fees, permit fees, any personal property taxes.

A1.2.5 CONTRACTOR shall during the agreement, and those with whom they contract and/or employ shall serve only first class and high-quality products, in a professional, business like and nondiscriminatory manner.

A1.2.6 CONTRACTOR is not authorized to sell alcohol products under this Agreement.

A1.2.7 CONTRACTOR shall be responsible for the costs of all equipment, labor, food and utilities as well as insurance including worker's compensation insurance necessary to operate under this Agreement. This includes appropriate fire extinguishers required by the Salinas Rural Fire and any of the Health Department requirements. During event, COUNTY will provide CONTRACTOR with a covered food preparation area (tent and/or other suitable structure). CONTRACTOR shall be responsible for all necessary floor covering and tables for the seating and preparation areas of the CONTRACTORS assigned area during the event. If, the assigned event area for the CONTRACTOR is associated with a COUNTY designated Food Court Area, then the COUNTY shall provide the necessary seating arraignments for the communal area of the Food Court.

A1.2.8 CONTRACTOR shall have the responsibility to train and supervise all employees necessary to operate their assigned area during the event and agrees to comply with all Federal, State and Local labor laws and ordinances, and to provide necessary Workers Compensation insurance.

A1.2.9 CONTRACTOR shall be responsible for those with whom they contract and/or employ as serves or handle alcohol shall possess all appropriate legal authority to do so including but not limited to either Alcohol Beverage Control issued card or a TIPS server card. Only alcohol serving programs recognized by Monterey County shall be deemed valid.

A1.2.10 CONTRACTOR shall maintain the outside elements of the Vendor Location in a safe and professional condition. This includes, but is not limited to, menu boards, deck, handrails, stairs, painting, AstroTurf, pressure washing, etc. COUNTY reserves the right to determine the external equipment as unfitting. In such case, it is the responsibility of the CONTRACTOR to replace the external equipment within Five (5) days of notification, or immediately during an Event.

A1.2.11 CONTRACTORS display, and equipment must always remain completely within the confines of their assigned Service Locations except for delivery, clean up or set up when

the Facility is not open for business. It is the responsibility of the CONTRACTOR to maintain its displays (e.g. tents) and equipment in a good/professional condition. COUNTY reserves the right to determine displays and equipment as unfitting. In such case, it is the responsibility of the CONTRACTOR to replace such displays and/or equipment.

A1.2.11.1 CONTRACTOR shall be responsible for the overall cleanliness and organization of the facility and general operations of the Bubba Trailer Unit. If additional cleanup is required, COUNTY will take it upon themselves to clean-up the area and pass the charge on to CONTRACTOR.

A1.2.11.2 COUNTY shall require a pre-event inspection of each assigned Service Location on the Monday before the scheduled event. CONTRACTOR shall have a representative onsite at each assigned Vendor Location to meet with the COUNTY representative at a pre-arranged time to conduct the required inspection.

A1.2.12 COUNTY may request, and CONTRACTOR shall comply with any requests of the CONTRACTOR to provide the COUNTY with a list of staff names, vehicle types, vehicle color, make and license plate numbers of staff requiring entry into the Facility.

A1.2.13 CONTRACTOR shall provide the COUNTY with a facility deposit of \$1,000.00 dollars in the form of a Cashier's Check, which shall remain held for any liable damages and or cleaning costs of the assigned Vendor Locations upon either termination of the Agreement by either party. The deposit shall be refunded to the CONTRACTOR subject to there being no damage other than expected normal wear and tear.

A1.2.14 CONTRACTOR shall be solely responsible for any and all Federal, State and Local taxes incurred in the performance of this agreement.

A1.2.15 CONTRACTOR shall utilize a web-based POS system for the sale of all products, providing the COUNTY with Read/Report access for all sales before, during and after the event.

A1.2.16 CONTRACTOR shall ensure that they are in place and ready for operations during the identified times below:

A1.2.16.1 Setup Time:

CONTRACTOR shall begin setup as early as 8:00 A.M. on the Wednesday prior to the beginning of the Event and must be completed by 8:00 A.M. on the first day of the Event. If CONTRACTOR requires an earlier set up time CONTRACTOR must have written approval from the Operations Team.

A1.2.16.2 Race Event Hours:

- Friday 8:00 A.M. to 5:00 P.M. (Subject to Change)
- Saturday 8:00 A.M. to 5:00 P.M. (Subject to Change)

- Sunday 8:00 A.M. to 5:00 P.M. (Subject to Change)

A1.2.16.3 Track Rental Hours:

- These hours will fluctuate depending on the needs and requests of the individual track rental agreements.

- A1.2.17 CONTRACTOR shall ensure that they do not begin any move outs until Sunday of the event and only after 5:00 P.M. CONTRACTOR shall ensure that their space is returned to the County in the same condition as when they moved-in. CONTRACTOR shall be responsible for the removal of all waste and trash disposal from their assigned space. CONTRACTOR shall ensure that throughout the event that they do not store trash or waste products behind or around their assigned space at any time.
- A1.2.18 CONTRACTOR shall ensure that only those items submitted and approved by the County on their submitted menus are sold, displayed or given away during the event. County does not award any menu exclusivity for this event.
- A1.2.19 CONTRACTOR shall ensure that all items sold during the event match the menu and approved pricing schedule provided to and approved by the County prior to the event. Any discrepancies shall be addressed with in the form of a written warning. CONTRACTORS failing to adhere to any written warnings shall be removed and potentially barred from the Facility for a One (1) year period from the date of the offense.
- A1.2.20 CONTRACTOR shall ensure that all menu boards are cleanly presented and well written to ensure that they are readable from a reasonable distance. CONTRACTORS displaying menu boards that are damaged, worn or otherwise contrary to customary standards, shall be required to promptly repair or replace the menu board(s). Menu boards are not to be changed during the event without written approval of a County representative.
- A1.2.21 CONTRACTOR shall be responsible for providing the required temporary flooring for their assigned space. CONTRACTOR may contact the Monterey County Health Department for any and all flooring specification requirements during the Event.
- A1.2.22 CONTRACTOR shall be responsible for the removal and proper storage of all Grease and Oil Waste products created during the Event. CONTRACTOR is hereby put on notice that any dumping of any grease or oil waste product at the Facility will not be tolerated. If found in violation the CONTRACTOR will be removed from the Facility and subject to any and all punitive or criminal charges/fess under California State Law.
- A1.2.23 CONTRACTOR agrees to assume all risk of loss or damage CONTRACTORS merchandise, equipment, fixtures and property from any cause whatsoever. Roving evening security will be provided for the Vendor/Expo area beginning the Thursday evening at 6:00 p.m. of the Event weekend. CONTRACTOR shall also responsible for securing their own exhibit area prior to leaving the Event each day.

CONTRACTOR shall if they desire to do so order designated security for their individual exhibit areas, the price is \$36.00 per hour, and there is an eight (8) hour minimum. Please contact the Event Operations office for more details.

#### A1.3 COUNTY RESPONSIBILITIES:

A1.3.1 COUNTY shall provide CONTRACTOR the COUNTY contacts information at the earliest opportunity.

A1.3.2 COUNTY shall provide CONTRACTOR with a CAD floor plan layout of each of the event locations. CONTRACTOR is requested to reconfirm with COUNTY prior to setting up any event locations to confirm the COUNTY has not requested the setup to be changed.

A1.3.3 COUNTY shall provide the CONTRACTOR, if located within the Paddock Area of the Event with One (1) delivery pass for CONTRACTORS delivery vehicle. CONTRACTOR agrees to keep all other CONTRACTOR vehicles out of the Vendor Display Area during the Event.

A1.3.4 COUNTY agrees to sell to the CONTRACTOR additional passes to the CONTRACTOR if requested, but such request must be made in writing and COUNTY agrees to sell such passes at current event prices.

A1.3.5 COUNTY shall provide the CONTRACTOR with the necessary tanks or containers for the storage and removal of all Gray Water matter generated by the CONTRACTOR during the Event.

A1.3.6 COUNTY shall provide CONTRACTORS within the Facility during the Event with the appropriate Temporary Wash Facilities.

A1.3.7 COUNTY shall provide CONTRACTOR with key accounting contact information to interface for net 30 payment terms.

#### A1.4 MUTUAL UNDERSTANDING:

A1.4.1 CONTRACTOR understands that COUNTY does not warrant any revenue projections and CONTRACTOR has made its own investigation of risks and costs associated herewith and accepts all risks associated with this Agreement.

A1.4.2 The parties agree that CONTRACTOR is an independent contractor and not an employee or agent of COUNTY. The parties agree that they are neither partners nor joint ventures. Neither party shall have any authority to create or assume obligation on behalf of the other.

A1.4.3 CONTRACTOR shall always identify themselves as independent contractors.

A1.4.4 CONTRACTOR The defense and indemnity obligations of CONTRACTOR set forth in this Agreement shall include the obligation to indemnify and hold COUNTY harmless

from any tax or regulatory liability in connection with the IRS or any government agency.

A1.4.5 CONTRACTOR shall be responsible for payment of all taxes including all Federal, State and County taxes. CONTRACTOR shall be responsible for obtaining a valid California resale number prior to submitting this Agreement to the County. Law requires verification of a seller's status. CONTRACTOR must provide evidence of permit prior to the Event. For additional information, you can contact Larry Roberts at 250 South 2nd Street, San Jose, CA 95113 | Phone: (408) 277-1555 | Fax: (408) 277-1513 or check their website at: [www.boe.ca.gov](http://www.boe.ca.gov). Failure to provide a valid California resale number at the time of submittal will result in your request for an Agreement being denied.

A1.4.6 CONTRACTOR shall comply with California and Federal Law as well as the Monterey County Health Department (MCHD) rules and requirements and complete and return a Temporary Food Facility Application. All Health Department fees must be paid directly to the MCHD at least Ten (10) days prior to Event to avoid a double payment penalty. CONTRACTORS are cautioned that the MCHD guidelines will be strictly enforced. Both civil and criminal penalties apply. NO REFUNDS will be made by County to a CONTRACTOR whose operation is closed by the MCHD for failure to comply. If you have any questions about what is required, please contact the Monterey County Health Department directly at:

Monterey County Health Department 1200 Aguajito Road  
Monterey, CA 93940  
[www.mtyhd.org](http://www.mtyhd.org)  
(831) 647-7650

A1.4.7 CONTRACTOR agrees that the COUNTY makes no guarantees that CONTRACTOR will make a profit or any monies whatsoever as a result of CONTRACTORS activities at the Facility. Before completing this Agreement, CONTRACTORS are urged to consider carefully whether the type of products being offered will be attractive and desirable to the attending participants. Any and all financial loss will be borne by the CONTRACTOR and no such loss shall be the basis of refund of fees paid by CONTRACTOR to County who is expressly released from all liability.

#### A1.5 ADDITIONAL SERVICES:

##### A1.5.1 Power Request:

A1.5.1.1 County shall provide CONTRACTOR with One (1) standard 120V/20amp hookup as part of this Agreement. If CONTRACTOR requires additional power, CONTRACTOR must fill out the attached Additional Power Request form (Exhibit-B) attached hereto and submit it back to the County in accordance to the response date as noted on Exhibit B.



A1.5.2 Staff Event Passes:

A1.5.2.1 County shall provide CONTRACTOR with not more than Ten (10) Vendor passes per day and no more than Two (2) Vendor parking passes for the entire event.

A1.5.2.2 CONTRACTOR shall note below the number of actual Event passes they require for each of the days of the Event.

	Friday	Saturday	Sunday
# Passes	8	8	8

A1.5.3 Additional Programs:

CONTRACTOR shall identify as to whether they are agreeing to participate in the following programs at the FACILITY during the Event.

A1.5.3.1 **Beverage Program:**     **X** Yes      No

CONTRACTOR if agreeing to participate in the Beverage Program must complete and submit the Event Pre-Order Beverage Form Exhibit-C.

A1.5.3.1.1 CONTRACTOR by accepting this program agrees not to sell, display or give away any other beverages than those purchased directly from County. If a CONTRACTOR is found with beverages other than those supplied by County, it will be asked to leave the premises immediately and may not be allowed to return for future events.

A1.5.3.1.2 **Ordering on-site:** CONTRACTOR can order additional beverages throughout the event. To do so CONTRACTOR shall contact the Concessions Building at (831) 242-8231. CONTRACTOR must make sure to inform the Concessions Team of their location and that they are a part of the Beverage Program. The additional products will be delivered as quickly as possible, but within One (1) hour of the request being received.

A1.5.3.1.3 **Returns:** CONTRACTORS can ONLY return FULL cases of unsold beverages at the end of the event. CONTRACTORS are required to have a representative available on-site for product return on Sunday evening. CONTRACTORS are not permitted to leave behind any unsold beverages or return them later. All returns must be signed off by an authorized County representative to qualify for reimbursement.

A1.5.3.1.4 **Payment:** CONTRACTOR shall ensure that the required payment for all ordered and invoiced beverage products are paid at the conclusion of the Event. CONTRACTOR must have on file a

**Credit Card that may be used to cover all balances pending (30) days after invoice has been mailed.**

A1.5.3.1.5 **Available Products:** Below are the available products for purchase under the Beverage Program, as well as the set CONTRACTOR Cost, and allowable Resale Price during the Event.

Products	Cost	Approved Resale \$
Pepsi	\$48.00 per case	\$4.00 per bottle
Diet Pepsi	\$48.00 per case	\$4.00 per bottle
Sierra Mist	\$48.00 per case	\$4.00 per bottle
Aquafina Water	\$48.00 per case	\$3.00 per bottle
5 Gallon Water	\$5.00 per bottle	N/A
20lb Bag of Ice	\$3.50 per bag	N/A

A.1.5.3.2 **Food Voucher Program:**     Yes             No

A1.5.3.2.1 If CONTRACTOR agrees to participate in the Food Voucher Program, CONTRACTOR agrees to accept food vouchers at the printed value. If the customer utilizing the printed voucher purchases items for less than the printed value the CONTRACTOR shall make the appropriate notation on the submitted voucher of the amount charged for each transaction. In no case shall the CONTRACTOR provide the customer with cash back. Food vouchers are provided to volunteers at each event to purchase food at a value stated on the voucher. Should CONTRACTOR accept food vouchers, County will reimburse CONTRACTOR for either the printed value, or written value not to exceed the printed value of each returned food voucher.

A1.5.3.2.2 CONTRACTOR shall mail all food vouchers to: WeatherTech Raceway Laguna Seca, Attn: Event Operations, P.O. Box 2078, Monterey, CA 93942. **No vouchers shall be accepted by WeatherTech Raceway after 10 days of the final event day.**

**EXHIBIT B  
Electrical Form**

Company: \_\_\_\_\_

Date: \_\_\_\_\_

Contact: \_\_\_\_\_

Address: \_\_\_\_\_

Event: \_\_\_\_\_

Phone: \_\_\_\_\_

	Qty	Description	Dates Needed	Rate	Important
120V	20 Amp			\$100.00	<i>We must receive your order two weeks before the start of the event. Any orders placed after that day are subject to a 40% surcharge.</i>
	30 Amp			\$150.00	
208V 1 Phase	10 Amp			\$350.00	PLEASE PROVIDE US WITH WHAT YOUR EXACT ELECTRICAL NEEDS ARE: 1 2 3 4 5 6
	15 Amp			\$380.00	
	20 Amp			\$410.00	
	30 Amp			\$440.00	
	40 Amp			\$470.00	
	60 Amp			\$700.00	
	100 Amp			\$750.00	
	150 Amp			\$1000.00	
	200 Amp			\$1000.00	
					<b>IF YOU USE MORE THAN THE MARKED POWER, YOU WILL BE CHARGED THE RATE +40% SURCHARGE ON-SITE.</b>

- Generator power rates available upon request

**EXHIBIT C  
Beverage Program Order Form**

This order will be delivered to you on the first day you are open for business or otherwise specified below. All orders for following days will go through the Concession's distribution center by calling (831) 242-8231.

Deliveries for following days should be expected no earlier than 10 a.m. due to high traffic. All Beverage Order Rules and Regulations can be found within the Agreement.

EVENT TITLE: \_\_\_\_\_

This beverage order is due when the signed agreement is returned.

Vendor Name: \_\_\_\_\_

Exhibit Location: \_\_\_\_\_

Contact Name: \_\_\_ On Site Cell: \_\_\_\_\_

What day would you like your first delivery of Beverages? \_\_\_\_\_

PRODUCT	QUANTITY	PRICE	ALLOWED RESALE VALUE	TOTAL
Case of Pepsi	_____	x \$48.00/case	\$4.00/bottle	_____
Case of Diet Pepsi	_____	x \$48.00/case	\$4.00/bottle	_____
Case of Sierra Mist	_____	x \$48.00/case	\$4.00/bottle	_____
Case of Aquafina Water	_____	x \$48.00/case	\$3.00/bottle	_____
5 Gallon Water	_____	x \$5.00/bottle	N/A	_____
20lb bag of Ice	_____	x \$3.50/bag	N/A	_____

This order is not complete unless accompanied by a completed credit card authorization form (Exhibit-D). Your credit card on file will be charged to cover all balances pending thirty (30) days after invoice has been mailed.

Please complete the attached Beverage Order Form and return it with the fully executed Agreement.

**EXHIBIT D**  
**Credit Card Authorization**

This letter constitutes an authorization to use my credit card

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Credit Card Verification Code (CCVC): \_\_\_\_\_ Billing Zip Code: \_\_\_\_\_

Credit Card Type:  VISA  MASTERCARD  AMERICAN EXPRESS

Name on Card: \_\_\_\_\_

Name of Company Associated with Card: \_\_\_\_\_

**Payment:**

For payment of CONTRACTOR space provided by COUNTY during the 2019 Season to be charged to the above credit card. Please indicate which of the following charges will be authorized for payment on the credit card.

Deposit in the amount of: \$ \_\_\_\_\_ Date of Payment: \_\_\_\_\_

Full Payment in the amount of: \$ \_\_\_\_\_ Date of Payment: \_\_\_\_\_

CONTRACTORS Name (as indicated on agreement):  
\_\_\_\_\_

\_\_\_\_\_  
**Authorized Signature of Cardholder**

\_\_\_\_\_  
**Today's Date**

TERMS and CONDITIONS: Your signature constitutes your acceptance of the above terms. Your credit card will be charged when the authorization is received.

**Receipt to:**

Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

## EXHIBIT-E EQUIPMENT LIST FOR EACH SERVICE LOCATION

The following is a list of current COUNTY owned kitchen equipment that is within the Bubba Burger Trailer Unit for use by the CONTRACTOR:

### E.1 Bubba Burger Trailer Unit Equipment:

- e.1.1 (2) Central A/C and Heating Units
- e.1.2 (2) Convection Ovens
- e.1.3 Large Stove Top
- e.1.4 Stereo with Sirius XM Radio and Exterior Speakers
- e.1.5 (2) 50 Gal. Propane Tanks
- e.1.6 (2) Full size Refrigerator's
- e.1.7 (1) Freezer Unit
- e.1.8 200 Gal. Fresh Water Holding Tank
- e.1.9 500 Gal. Grey Water Tank
- e.1.10 Hand-Washing Sink
- e.1.11 Triple Sink in Prep Area
- e.1.12 (2) Bard 3.5 Ton HVAC Units
- e.1.13 (2) 20 Gallon Electric Water Heaters
- e.1.14 SHURFLO Water Pump System
- e.1.15 True T23F Freezer Unit
- e.1.16 (2) True T49 2-door reach in refrigerators
- e.1.17 Vulcan 8 Burner Stove with Fire Suppression Sys.
- e.1.18 (2) Vulcan ECO2D Convection Ovens
- e.1.19 (2) 32" TV's Direct Satellite Ready
- e.1.20 Number of Stainless-Steel Cabinets