



# Citizens Going Forward

## Vendor Information & Application

**Event Name:** Goodwill Festival 2024

**Date and Time:** 06/01/2024 (Rain date – 06/8/2024) 8am-8pm

**Place:** Mattano Park Park, Elizabeth, NJ

**Applicant Name** \_\_\_\_\_  
**Business Name** (hereinafter known to as **EVENT VENDOR**) \_\_\_\_\_  
**Mailing Address** \_\_\_\_\_  
**Phone** \_\_\_\_\_ **Fax** \_\_\_\_\_ **Other (Alt.)** \_\_\_\_\_  
**Email** \_\_\_\_\_  
**Website** \_\_\_\_\_

**Description of Item(s) being sold**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Booth space rental fee:** Merchandise (non-food) Vendor - \$150 (one hundred fifty dollars exactly) (\$25 additional fee, if received after 5/03/2024); Food & Beverage Vendor - \$250 (two hundred fifty dollars exactly) (\$50 additional fee, if received after 5/03/2024). **\*\* NO FOOD VENDORS ACCEPTED AFTER 5/03/2024 – NO EXCEPTIONS !! \*\*** Deadline for Merchandise Vendors is 05/15/2024. Vendor fee(s) are to be submitted with application and will be refunded in full if application is not accepted. **Booth rental fee includes County issued permit fees.** In the **EVENT VENDOR** fails to appear at the Festival and claim their reserved space by 9:00 AM, EST, on Saturday, June 01, 2024 (or rain date – June 8<sup>th</sup>) **COMPANY** reserves the right to assign, and or resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned **EVENT VENDOR**.

### Termination of Agreement

By signing agreement **EVENT VENDOR** agrees to each and all clauses/conditions set forth and identified in the **Citizens Going Forward, Inc.** application herein. Failure by **EVENT VENDOR** to abide by any clauses set forth in this agreement, gives **Citizens Going Forward, Inc.** (hereinafter known as the **COMPANY**) and/or the authorized agents of **COMPANY**, the right to (including but not limited to):

- (1) Immediately terminate this agreement and require **EVENT VENDOR**, to immediately cease operations and vacate the premises, and
- (2) Forfeit any and all fees paid to **Citizens Going Forward, Inc.** for the right and privilege of participating as a Vendor.

**No clauses of this agreement may be changed or altered without written, signed permission of the COMPANY.**

**1. COMPANY** agrees to provide each **EVENT VENDOR** with a 10 x 10 space (approx.) at Mattano Park. **EVENT VENDOR** must provide their own tent, tables, chairs and electricity, signs, etc. Signs/Banners/Tents shall be made of a flame retardant material and proof of such fire retardant rating shall be made available to Union County/Elizabeth Fire Marshal upon request. Failure to have such fire retardant rating information available could result in the immediate closure of **EVENT VENDOR**'s operation until such information is satisfactorily provided. Any losses or damages by **EVENT VENDOR** are hereby waived against **COMPANY**, for failure to have such information readily available for inspection by the Fire Marshal.

**2. EVENT VENDOR** agrees to obey all rules and instructions as directed by the **COMPANY** Vendor Coordinators during the festival. Any failure to adhere to such instructions may result in the immediate termination of this agreement.

**3. EVENT VENDOR** agrees and acknowledges that household pets, amplified sound equipment, barbeque grills, within or around your designated booth space is strictly prohibited. **\*\* Food & Beverage vendors** must notify **COMPANY** of cooking equipment and make prior arrangements and receive approval **\*\***. Any violation shall be considered a violation of this agreement by **EVENT VENDOR** and may result in immediate termination of this agreement. *Note: County Inspectors will be on the premise on the day of the event reviewing safety protocols.*

**4. EVENT VENDOR** agrees to abide by all directions by **COMPANY** which seeks to protect the environment and infrastructure of Mattano County Park and the safety of Festival patrons. **EVENT VENDOR** hereby acknowledges its liability, and agrees to compensate **COMPANY**, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environment and infrastructure of the park which causes **COMPANY** to pay for the repair, replacement, or other remuneration to **COMPANY** for such damage to the environment or infrastructure of the park.

**5.** Out of fairness and consideration of all Festival participants, **EVENT VENDOR** acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to extend beyond 3 feet directly in front of its booth, for any sales, distribution, or other solicitation. **EVENT VENDOR** acknowledges and agrees that they are strictly prohibited from “canvassing” or otherwise roaming the Festival Grounds in any effort other than to promote its booth’s purpose. **COMPANY** will make every reasonable effort, as allowed by law, to prohibit any unauthorized “canvassing.”

**6.** As a courtesy to other exhibitors and festival participants, any amplified sound and loud noise from your booth is prohibited. Additionally, **EVENT VENDOR** acknowledges and agrees that any material of an adult nature shall not be openly displayed subject to the Federal; State, and Local rules, laws, and regulations regarding the display of such materials which may be considered obscene or objectionable for view by minors.

**7. COMPANY** reserves the right to prohibit, within any **EVENT VENDOR** booth or on the festival grounds, the display, advertisement, or other promotion of any business, company, or organization which may be in conflict with a current **COMPANY** sponsor, event sponsor or vendor. Any questions concerning current sponsors or vendors attending should be directed to the **COMPANY** Chairman Chris Nelson prior to the event.

**8. EVENT VENDOR** shall not display, offer for view or sell any illegal or contraband items, any items that are unlicensed and/or copies/interpretations of licensed or registered products/items.

**9. EVENT VENDOR** shall not display, offer for view, take orders for, sell, or solicit for donation any items that are imprinted, embezzled or marked in any manner with any part and/or all the words “2024 Goodwill Festival.” Even when printed with other words, **EVENT VENDOR** shall not offer phrases, logos or artwork with any variations of these words.

**10. EVENT VENDOR** shall not sublet their space to anyone.

**11. EVENT VENDOR** acknowledges and understands that they are responsible for sales and use tax and shall in no way hold **COMPANY** or its representatives responsible for any type of permits other than for the festival itself. **EVENT VENDOR** is responsible for the acts, and all costs associated with, any and all its merchandise, employees and volunteers. No **EVENT VENDOR** shall hold itself out as an Agent of **COMPANY**. You must also obtain a New Jersey Sales Tax number for the purpose of reporting sales tax collected to the State of New Jersey. After you obtain a Sales Tax Number, you must obtain your business license at least seven days prior to the event.

**12. Cancellations / Refund Policy / No Shows:** A 75% refund will be given with a written request that is received by May 24, 2024. No refunds will be given for any request received after May 24, 2024. Refunds will be distributed after the event.

13. COMPANY makes no representation or guarantees towards profit of revenue and actual festival attendance.

14. EVENT VENDOR understands that COMPANY has no control over weather, acts of God, acts of terrorism, or governmental intervention, or any other cause that may prevent and alter and or interrupt, the festival weekend, and participants shall hold COMPANY harmless for any losses that could arise because of such event.

15. COMPANY reserves the right to place EVENT VENDOR in a booth location at the complete discretion of the COMPANY. COMPANY shall have sole and complete authority to place the participant in any location on the festival grounds, irrespective of the participant’s request. COMPANY makes no representation, nor does it guarantee any volume of “foot-traffic” of Festival Guests in any area of the grounds. COMPANY cannot speculate, nor control, the popularity of one area of the Festival over the other.

16. EVENT VENDOR upon vacating their booth space (s) will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of EVENT VENDOR to clean their booth site may result in the future denial of vendor participation.

17. EVENT VENDOR certifies that it maintains adequate liability insurance to cover any and all occurrences which may result in the damage or injury to any person who may be a patron within the confines of EVENT VENDOR participant’s booth space. **\*\* Food & Beverage vendors** must provide specific insurance and food safety documentation that will be submitted to the City of Elizabeth and/or County of Union. *Note: County Inspectors will be on the premise on the day of the event reviewing documentation and safety protocols.*

**Agreement Notification**

Any modification/deviation of this agreement shall deem it null and void unless said modification is set forth in writing by the said parties. This agreement incorporates all agreements and understandings, either oral and or written, between the parties and has not excluded any term contemplated prior to the signatures of the parties. This agreement has been read, understood and entered into freely, voluntarily and absent of duress. The party signed below is an **authorized agent** of the EVENT VENDOR.

\_\_\_\_\_  
**Signature of EVENT VENDOR** \_\_\_\_\_  
**Date**

\*\* In order to process this application, the agreement must be signed and dated. Any applications received without the agreement properly completed will be considered void and will not be processed. No application is complete without payment. Check/Money Order Payments may be made payable to: Citizens Going Forward, Inc. Payments are also accepted by credit card through the company website ([www.citizensgoingforward.com](http://www.citizensgoingforward.com)) and through PayPal or CashApp.

\*\* **Citizens Going Forward, Inc.** reserves the right to refuse any application for any reason with or without cause.

Return payment and form to:

Citizens Going Forward  
ATTN: Chris Nelson  
746 Trumbull Street  
Elizabeth, NJ 07201

*For Office Use Only*  
Received on \_\_\_\_\_ Approved \_\_\_\_\_ Denied \_\_\_\_\_ Authorized by \_\_\_\_\_



Union County Parks and Recreation  
 10 Elizabethtown Plaza  
 Elizabeth, NJ 07207  
 908-527-4900

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

**DAILY VENDOR PERMIT APPLICATION**

I, \_\_\_\_\_, do hereby agree to pay the County of Union, Department of Parks and Recreation, the sum of \$50.00 per day in exchange for the right to sell novelties, food & beverages or offer literature.

PARK: \_\_\_\_\_

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

DATE: \_\_\_\_\_

TIME: \_\_\_\_\_

I understand that all locations are assigned at the discretion of the Department of Parks and Recreation, and that all decisions regarding same are final.

Furthermore, I fully understand that the Department of Parks and Recreation may revoke my permit at any time, should it be found that I have not been operating pursuant to the terms of this agreement.

**I ACKNOWLEDGE RECEIPT OF ALL TERMS, CONDITIONS AND INSTRUCTIONS PERTAINING TO THIS APPLICATION HOLD A ONE DAY VENDOR PERMIT.**

**VENDOR/ AUTHORIZED AGENT - PLEASE PRINT :**

VENDOR NAME \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

PRODUCT \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

SIGNATURE \_\_\_\_\_

.....  
 ISSUED BY \_\_\_\_\_ Date \_\_\_\_\_  
 Parks and Recreation

### TERMS AND CONDITIONS OF VENDOR PERMIT

1. Payment of the sum of \$50.00 per day is due to the Department of Parks and Recreation prior to issuance of a daily vendor permit. Make Checks payable to the COUNTY OF UNION.
2. Prior to the issuance of a vendor permit, the Vendor shall provide the Department of Parks and Recreation with a Certificate of Insurance naming:

*"The County of Union, its Board of Commissioners, officers, employees, agents, servants and the State of New Jersey; are included as additional Insured under the general liability policy. The General Liability Insurance coverage is provided on a primary and non-contributory basis to the County of Union, et al. "Where applicable, a waiver of subrogation in favor of the County of Union, it's Board of County Commissioners, officers, employees, agents, servants, and the New Jersey Department of Environmental Protection is to be included in those policies of insurance where permitted by law.*

INSURANCE SHALL BE IN THE AMOUNTS AND FOR THE TYPES OF COVERAGES SET FORTH IN SCHEDULE "A" ATTACHED

3. Vendors are subject to all rules and regulations of the County of Union, Department of Parks and Recreation.
4. The Vendor shall abide by all ordinances of the respective municipalities as may be applicable, and the laws of the State of New Jersey, and the United States. It shall be the obligation of the Vendor to apply for, pay for, and obtain all permits and licenses required by the various law enforcement agencies as enumerated above, to operate the concession and to sell the merchandise approved herein.
5. This vendor permit is subject to cancellation at any time without advance notice.
6. The Vendor will stay only in designated locations as specified on this vendor permit.
7. There will be no stopping of mobile units to sell food or distribute literature on the way to or coming from the location designated on this permit.
8. The location shown on this permit may be changed at any time by the County of Union, Department of Parks and Recreation.
9. It is understood that the area where a Vendor has been assigned will be kept free of all trash papers, cups, cans, etc., by the person or organization to whom this vendor permit is issued.
10. All Vendors are required to serve the public in a courteous and dignified manner.
11. Vendor permits are non-transferable.

## INSTRUCTIONS

1. Print or type the information on the bottom half of the front side of this permit.
2. Return the complete permit, along with a certificate of insurance, copies of all municipal health/vendor permits and the sum of \$50.00 per day, to the Department of Parks and Recreation.
3. Upon receipt of the above, your permit will be sent/given to you after it has been signed by the Department of Parks and Recreation.
4. Your vendor permit must be displayed on at all times while selling or distributing at Park locations.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/05/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Porter & Curtis 225 State Road Media, PA 19063-1537	CONTACT NAME: Kenneth Porter	
	PHONE (A/C No. Ex): 010-894-9850	FAX (A/C No.):
	E-MAIL ADDRESS: kporter@portercurtis.com	
INSURED	INSURER(S) AFFORDING COVERAGE	
	INSURER A: The National Catholic Risk Retention Group	NAIC #: 100B3
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES                      CERTIFICATE NUMBER:                      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	RRG-10069-24	07/01/2021	07/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ Not Covered PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ None Applicable PRODUCTS - COMP/OP AGG \$ None Applicable \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY						\$ \$ \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTIONS						\$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

XAMAR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The limits include applicable retentions and are limited to the amounts required by contract if less than the amounts stipulated above. The County of Union, its Board of County Commissioners, Officers, Employees, Agents and Servants are included as Additional Insured under the general liability policy for the use of Ponderosa Park for Lacrosse and Unami Park for Baseball from March - May, 2022, for the negligent acts of Union Catholic High School only. Insurance Coverages will be applied on a Primary and Non-Contributory Basis, to the County of Union, ET, AI.

<b>CERTIFICATE HOLDER</b>  <div style="border: 1px solid black; border-radius: 50%; padding: 10px; width: fit-content; margin: 0 auto;">           County of Union            Administration Building            10 Elizabethown Plaza            Elizabeth, NJ 07207         </div>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**SCHEDULE A**

**UNION COUNTY INSURANCE REQUIREMENTS**

**VENDORS/SUPPLIERS (incl. purchase/lease  
equipment or other products and do not perform  
other functions including installation or maintenance)**

General Liability	\$1,000,000.00
Personal & Adv. Injury	\$1,000,000.00
Med. Expense Any One Person	\$ 5,000.00
Damage to Premises	\$ 50,000.00
General Aggregate	\$2,000,000.00
Products – Comp/Op Aggregate	\$1,000,000.00
Auto Liability – Incl BI and PD (AL)	(2)
Any Auto	\$1,000,000.00
Or	
All Owned	\$1,000,000.00
All Hired	\$1,000,000.00
All Non-Owned	\$1,000,000.00
<b>Workers Compensation and Employee Liability</b>	<b>If Applicable</b>
Each Employee	Statutory
Each Accident	Statutory

(1) The per occurrence and aggregate limits for specified coverage should apply on a per location or per project basis

(2) Automobile Liability is required if an automobile is used in the execution of their contract

(3) \$5,000,000 CSL is required if driving out of state

(4) Minimum limits for small contractors, artisans, consultants can be decreased to \$500,000 per occurrence

(5) Higher liability is required if supplying alcohol beverages for events



## Correct Wording

The Certificate of Insurance provided by vendors and users of our Parks has to name the County as additional insured - i.e. our name has to be in the lower left hand box (Certificate Holder) AND it has to include the following language in the Description of Operations box:

The County of Union, its Board of County Commissioners, officers, employees, agents, servants and the State of New Jersey; are included as Additional Insured under the general liability policy. The General Liability Insurance coverage is provided on a primary and non-contributory basis to the County of Union, et al. Where applicable, a waiver of subrogation in favor of the County of Union, its Board of County Commissioners, officers, employees, agents, servants and the New Jersey Department of Environmental Protection is to be included in those policies of insurance where permitted by law.

To reiterate: The name of the insurer or their team or affiliate **should not be in the lower left hand box (Certificate Holder)**. Certificate Holder should be our name: County of Union 10 Elizabethtown Plaza Eliz NJ 07207. The Description of Operations box should have the required language above. This required language can also be added as Additional Remarks on the second page.



## UNION COUNTY OFFICE OF HEALTH MANAGEMENT

400 North Avenue East, Westfield, NJ 07090

Phone: 908-518-5620 | Fax: 908-654-9252



### TEMPORARY MOBILE RETAIL FOOD ESTABLISHMENT APPLICATION

#### INSTRUCTIONS:

**APPLICATION SHALL BE SUBMITTED NO LATER THAN 10 BUSINESS DAYS BEFORE THE EVENT**

- Temporary Mobile Retail Food Establishment Application must be completed and submitted by email at [REHS@ucnj.org](mailto:REHS@ucnj.org) at least 10 Business days before the event. This application includes Temporary Food Facilities such as Tables and Tent set-ups, Farmers markets, trucks, and trailers.
- Only one Temporary Mobile Retail Food Establishment Application is required to be submitted for the events in the jurisdictions of the Union County Office of Health Management (Union County Parks, Scotch Plains, Roselle, Berkeley Heights) per year. **Application Fees must be paid to each municipality separately.**
- Seasonal/Annual Vendors must notify us by email at [REHS@ucnj.org](mailto:REHS@ucnj.org) of any events participating within the year of the license issued, providing us with the date and location of the event.
- Seasonal/Annual Vendors must notify us by email at [REHS@ucnj.org](mailto:REHS@ucnj.org) of any changes from the original approved application. Included but no limit changes on the menu, set-up, or commissary agreements.
- ALL Temporary Mobile Retail Food Establishments shall have a designated person to handle money exclusively.
- If you are classified as a Risk Type 3 food facility, you shall have at least one person in charge (PIC) with a Food Manager certification during the event at all times.
- Workers with Food Handlers certifications shall be present during the event at all times.
- *For Mobile Food Units only:*

Once the application is approved a Pre-Operational inspection shall be conducted before operating, in addition to the inspection during the event. If the applicant wishes to forgo a Pre-Operational inspection, an Affidavit Form must be included with this application. Pre-operational inspections would be conducted at Union County Office of Health Management (400 North Avenue East, Westfield, NJ 07090).

- Application approval expires on December 31st of the current calendar year.
- Inspection placards shall be posted for public view while vending.
- All municipal approvals shall be obtained before operating / vending.
- All receipts for foods must be available for review while vending.



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- Home food preparation and storage is strictly prohibited
- Use of Sterno's/ Chafing dishes with canned fuel are strictly prohibited for outside events.

- **Application page One:**

To be filled out by the mobile vendor- including contact information, what type of setup the application is for, a checklist for all necessities for proper handwashing, and handling of foods and supplies for operation.

- **Application page Two:**

- Vendors operations schedule: Location of the event (s). Event Coordinator information.
- Description of food operation: select all of the options that you are doing for the temporary event.
- **HOME PREPARATION & AND STORAGE OF FOOD IS STRICTLY PROHIBITED.** Exempt NJ Cottage Food Operators Holders.

- **Application page Three:**

- ALL FOOD ITEMS MUST BE LISTED ON PROPOSED MENU (including but not limited to main dishes, side dishes, toppings, beverages, etc.)
- Anticipated volume of food to be prepared and served- including where the food was purchased (with receipts).
- Location of where the food will be prepared (at the servicing area or the event site), location of where food will be cooked (at the servicing area or the event site).
- How the food will be cooked (ex. stove, induction cooker, oven, etc.).
- How the food will be cooled \*must include a cooling procedure for all foods being cooked in advance. Cooling methods can include, but are not limited to; ice baths, ice paddles, small batches, cutting larger pieces of meat into smaller pieces, shallow pans, using ice as an ingredient, etc.
  - Rapid cooling using shall take place from 135°F to 70°F in 2 hours, then 70°F to 41°F in 4 hours
  - It is the vendor's responsibility to guarantee food that has been cooked and cooled has reached 41°F in less than 6 hours. If this food has not reached proper cooling temperatures, it must be discarded.
  - A written cooling procedure will be required if cooking and cooling down are being performed.
- Description of how the food will be kept hot at the event site.
- Description of how the food will be reheated at the event site.



## UNION COUNTY OFFICE OF HEALTH MANAGEMENT

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- Description of how the food will be kept cold at the event site. If you are on site for more than 4 hours a refrigerator/Freezer must be available to keep food at the proper temperature. Prior approval is required for the use of coolers during the event.

\*If food is temped in the danger zone between 41°F- 135°F at an event, it may be discarded\*

- Live clams, mussels, and oysters must have tags on-site and available for 90 days.
- Receipts for all foods must be available for inspection at the event.
- Any specialized processing requires prior approval from the Union County Office of Health Management. Food PREPARATION AND COOKING for the specialized process must be performed in the commissary kitchen.

- **Application page Four:**

A blank page to draw an aerial view of the set-up of the type of mobile unit with ALL equipment listed.

- **Application page Five:**

There is a list of documents required to be submitted to process the application:

- A New Jersey Certificate of Authority:

NJ Certificate of Authority (Sales Tax Registration): NJ law requires anyone including all vendors, even seasonal businesses and "one-time" vendors, who make retail sales and therefore conduct business in NJ to register with the State for tax purposes at least 15 business days before starting business and to collect NJ sales tax on all sales of taxable tangible personal property or services. There are no special provisions for temporary vendors. Once registered, you must file all required returns until you properly end your tax registration with NJ. To obtain a NJ Sales Tax ID#, you can register online or file a paper application. File Form NJ-REG (Business Registration Application) to register with the State and to obtain a NJ Tax ID #.

For additional information on registering your business contact the NJ Dept of Taxation at 609-292- 6400, email: [nj.taxation@treas.state.nj](mailto:nj.taxation@treas.state.nj)

us or visit: [www.state.nj.us/treasury/revenue/gettingregistered.shtml](http://www.state.nj.us/treasury/revenue/gettingregistered.shtml)  
<http://www.state.nj.us/treasury/taxation/publsut.shtml>

- A photocopy of the vendor's driver's license and vehicle registration (for the vending unit): Copies are required for ALL operators of the mobile unit, regardless of what type of unit. This information is required in compliance with the NJ Division of Motor Vehicle (NJDMV). The Vehicle Identification Number (VIN) that is inscribed on the vehicle must match the number located on the vehicle registration card.
- A copy of a Food Protection Manager Certificate:

If you are classified as a Risk Type 3 food facility, one that prepares and serves Potentially Hazardous Foods (raw animal/plant products), serves a susceptible population, or has a large menu that requires complex preparation including cooking, cooling & reheating of 3 or more potentially hazardous foods. During the event, you must have at least one person in charge (PIC) with a Food Manager certification.



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- A completed commissary agreement form.

A commissary kitchen is a commercial kitchen that has been inspected by a local health department, in which food and supplies are prepared, kept, handled, packaged, and/or stored. Also, could be an operating base location to which a mobile retail vehicle returns regularly for such matters as vehicle and equipment cleaning, discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food. Private Residences Are Strictly Prohibited

- Copy of the commissary facility's most recent inspection report, if the commissary kitchen is located in a jurisdiction not covered by the Union County Office of Health Management (Union County Parks, Scotch Plains, Roselle, Berkeley Heights). The inspection report must be the full report, not just the placard.
- Well water test results if the servicing area is on a well: NJ state-certified laboratory results for water utilized for food operations.
- NJ Cottage Food Operators, must provide a copy of the most recent permit. More information can be found at: <https://www.nj.gov/health/ceohs/phfpp/retailfood/cottagefood.shtml>
- Provide a Floor Plan:

This is a draw of an aerial view of the set-up for your operations which could be a draw/print/photo of the arrangement of all equipment and food preparation areas.

### PLEASE MAIL THE COMPLETED APPLICATION AND DOCUMENTS TO:

UNION COUNTY OFFICE OF HEALTH MANAGEMENT  
400 North Avenue East, Westfield, NJ 07090

OR EMAIL AS A PDF DOCUMENT TO [REHS@ucnj.org](mailto:REHS@ucnj.org)

IF YOU HAVE ANY QUESTIONS, PLEASE CALL  
THE UNION COUNTY OFFICE OF HEALTH MANAGEMENT AT (908) 518 5620.



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### **Bare Hand Contact with Ready-to-Eat Foods Questions and Answers**

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#### **Why is preventing bare hand contact with ready-to-eat foods necessary?**

The main reason for not touching ready-to-eat foods with bare hands is to prevent viruses and bacteria which are present in the body from contaminating the food. These microorganisms are invisible to the naked eye but may be present on hands if you do not wash them thoroughly, particularly after using the bathroom. Therefore, NJ law prohibits bare hand contact with ready-to-eat foods and requires proper hand washing by food service workers.

#### **What is a ready-to-eat food?**

A ready-to-eat food is a food that will not be thoroughly cooked or reheated after it is prepared. Examples of ready-to-eat foods include: salads, baked goods, sandwiches, lunchmeat, etc. Some ready-to-eat foods that are often overlooked are toast, pizza slices and drink garnishes. None of these foods may be handled with bare hands.

#### **Am I required to wear disposable gloves all the time?**

No. The regulation does not require gloves to be worn, but does require that ready-to-eat foods be prepared and served without bare hand contact. Disposable gloves are one of several acceptable ways to comply with the regulation.

#### **How can I prepare or serve ready-to-eat food to avoid contact with my bare hands?**

You may use any of the following to prepare or serve foods without bare hand contact:

- Disposable gloves
- Tongs
- Deli paper
- Forks & Spoons

- Waxed paper
- Napkins
- Spatulas

### **What is proper hand washing?**

All employees involved with food preparation must wash their hands and exposed portions of their arms with soap and water for at least 20 seconds. Proper procedure includes rinsing the hands and portion of arms with clean, running water followed by 10 seconds of vigorous lather with soap. After rinsing the hands completely, hands must be dried with either paper towels or a hand-drying device. Cloth towels are not permitted for drying hands. Hand sanitizers may be used after hand washing, but not in place of it.

### **When am I required to wash my hands?**

- After touching bare human body parts other than clean hands and clean, exposed portions of arms;
- After using the toilet room;
- After caring for or handling service animals or aquatic animals;
- After coughing, sneezing, using a handkerchief or disposable tissue, using tobacco, eating, or drinking;
- After handling soiled equipment or utensils;
- During food preparation, as often as is necessary to remove soil and contamination and to prevent cross contamination when changing tasks;
- When switching between working with raw food and working with ready-to-eat food;
- Before donning gloves for working with foods; and
- After engaging in other activities that contaminate the hands.

### **When do I have to replace or change gloves?**

Single-use gloves shall be used for only one task, such as working with ready-to-eat food or with raw animal food. Gloves must be discarded when they become damaged or soiled, or when interruptions occur in the operation. Hands must be washed and dried before putting on new gloves.

### **What is the “right way” to change gloves?**

Grasp glove at the cuff and peel them off inside out over your fingers. Avoid touching your palms and fingers with the glove. Throw gloves away after removal. Never reuse gloves. Thoroughly wash and dry your hands. Put on a clean pair of fresh gloves without touching anything else.

### **What about individuals who are allergic to latex?**

If you are concerned that your employees or customers may have latex allergies, there are many substitutes to latex gloves. These include vinyl, nitrile, polyvinyl, chloroprene or polyethylene gloves and deli tissue or utensils.

### **How can ready-to-eat foods be prepared during grill operations?**

One method is to wear a glove on the hand that is used to prepare ready-to-eat ingredients, leaving the other hand uncovered for placing raw ingredients on the grill. Another option is to designate an employee for handling only raw ingredients at the grill, while another employee wears gloves to handle the ready-to-eat ingredients, (i.e. bread, sandwich toppings.)

**The following are examples of violations that have been observed by this department:**

- Employee leaves food preparation area without removing gloves, smokes a cigarette outside and then resumes food preparation with the same pair of gloves. **In this situation, hands must be washed and a new pair of gloves must be donned before returning to food preparation to prevent contamination. This same procedure also applies to the handling of money. Once money is handled, gloves are considered to be contaminated and must be thrown away.**
- Employee working at the grill is observed to be wearing gloves. Employee places a raw hamburger patty on grill with his/her hand and then touches hamburger bun and toppings (lettuce, tomato, etc.) **This is known as cross contamination. The employee is transferring harmful bacteria, which are naturally present on raw animal foods, from the meat to the ready-to-eat items. Since the bun and toppings will not be cooked to kill the bacteria, the customer may become ill after eating these foods.**
- Food handler is wearing gloves while preparing ready-to-eat foods. The individual leave the area to clean utensil that dropped on the floor. Employee keeps the gloves on while cleaning and then returns to the food preparation area and continues making sandwiches with the same gloves worn while cleaning. **This employee is potentially contaminating the food being prepared with the cleaning chemicals. Remember that gloves are just an extension of your hand. If the gloves become soiled, they can pass contamination just as easily as unclean hands.**
- Employee is observed making a hoagie with bare hands. **Since hoagies are ready-to-eat, gloves must be worn by the employee. The use of gloves paired with proper hand washing will minimize the risk of the hoagie becoming contaminated by the handler.**





# UNION COUNTY OFFICE OF HEALTH MANAGEMENT

400 North Avenue East, Westfield, NJ 07090  
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## TEMPORARY MOBILE RETAIL FOOD ESTABLISHMENT APPLICATION

DATE RECEIVED: \_\_\_\_\_

**APPLICATION SHALL BE SUBMITTED NO LATER THAN 10 BUSINESS DAYS PRIOR TO THE EVENT**

TEMPORARY MOBILE VENDOR BUSINESS INFORMATION			
Trading Name of Temporary Vendor			
Owner/Corporation			
Street Address			
City	State	Zip code	Mailing Address (if different)
Home Phone		Cell Phone	Fax
Email			
Contact Person			Telephone
Email			
NEW JERSEY FOOD PROTECTION MANAGER CERTIFICATION (Please provide a copy)			
Name of certified Individual		Issuance Date	Expiration Date
TYPE OF TEMPORARY MOBILE VENDOR (Check all that apply)			
<input type="checkbox"/> Tabletop/Tent <input type="checkbox"/> Trailer <input type="checkbox"/> Non-motorized pushcart (Example: Italian ice pushcart, hotdog cart etc.) <input type="checkbox"/> Motorized mobile truck <input type="checkbox"/> Immobile cooking station (Example: hot/cold prepackaged food, catered food, hot holding cooked food) Other: _____			
<b>Sanitation/Personal Hygiene</b> <input type="checkbox"/> Hot/Cold Running Water <input type="checkbox"/> Freshwater Container _____gals (in a truck /trailer) <input type="checkbox"/> Wastewater Container _____gals (in a truck /trailer) <input type="checkbox"/> Hand Sink with Warm Running Water (in a truck /trailer) <input type="checkbox"/> Insulated Container with Free-Flowing Spout (for tabletop / tent) <input type="checkbox"/> 3-Compartment Sink w hot/cold running water (Trucks / trailers) <input type="checkbox"/> 3-Compartment Set-up (Tabletop / Tent) <input type="checkbox"/> Buckets/Spray Bottles w/Sanitizer <input type="checkbox"/> Gloves <input type="checkbox"/> Paper Towels <input type="checkbox"/> Pump Hand Soap / Automatic Hand Soap Dispenser		<b>Other Equipment</b> <input type="checkbox"/> Trash Container <input type="checkbox"/> Sneeze Guards <input type="checkbox"/> Extra Utensils <input type="checkbox"/> Covered Containers <input type="checkbox"/> Foil/ Plastic Wrap <input type="checkbox"/> Ambient Thermometers for each refrigerator <input type="checkbox"/> Thin Probe Thermometer <input type="checkbox"/> Sanitizer / Test Kit	



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## VENDOR OPERATION SCHEDULE

### INITIAL EVENT

Location of the event: (Street Address, City)

Name of the event:

Date(s) of the event:

Hours of the event:

Events coordinator name:

Events coordinator phone number:

Events coordinator email:

### ANNUAL PERMITS

Location of the event: (Street Address, City)

Name of the event:

Months:

\_\_\_\_ Every Month of the Year

Selected Months (circle):

J - F - M - A - M - J - J - A - S - O - N - D

Days:

\_\_\_\_ Monday \_\_\_\_ Tuesday \_\_\_\_ Wednesday

\_\_\_\_ Thursday \_\_\_\_ Friday \_\_\_\_ Saturday

\_\_\_\_ Sunday

Hours of the event:

## DESCRIPTION OF FOOD OPERATION

WILL YOU BE DOING ANY OF THE FOLLOWING:

- Specialized processing? (Reduced oxygen packaging (vacuum sealing), smoking or curing of foods, fermentation, acidification of foods, Sushi Rice, etc.). Food preparation and cooking only in the commissary kitchen.
- Raw Shellfish? (Mussels, oysters, clams, etc.)
- Preparing (including but not limited to): Buttercream Icing, Caesar dressing, Hollandaise or Bearnaise sauce, Mayonnaise, Meringue, Tiramisu, Eggnog, or other egg-fortified beverages?
- Cooking foods in advance and cooling down at your Commissary kitchen? A written cooling procedure will be required if cooking and cooling down are being performed.
- Cottage food operations. A copy of the NJ Cottage food permit must be provided
- NO, I WILL NOT BE DOING ANY OF THE ABOVE-MENTIONED PROCESSES





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### SKETCH AERIAL VIEW OF FLOOR PLAN

List all equipment utilized in your set-up, including but not limited to oven, stove, grill, smoker, hot holding units, refrigerators, freezers, handwashing sink, 3-compartment sink, display case, etc.



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## ATTACHMENT CHECKLIST (Submit all with the application)

- Payment** of the application.
- Floor Plan:** sketch/layout/photo diagram of operation showing all equipment, and workspaces.
- Copy of **New Jersey Certificate of Authority** for mobile vendor/ company (sales tax document)
- Copy of **Driver's License** for all mobiles (trucks, trailers)
- Copy of **Vehicle Registration** for all mobiles (trucks, trailers)
- Copy of **Food Protection Manager Certification** if required.
- Copy of **Food Protection Handlers Certification**.
- Written cooling procedure** if cooking and cooling down are being performed.
- Complete the **Commissary Agreement Form**.
- Copy of the **Commissary Kitchen Last Inspection Report** if **NOT** inspected by this Health Department.
- Water Testing Records** (private wells only) for Commissary kitchen if on a well.
- Cottage Food Operator Permit**, if applicable.

I hereby certify that the above-listed information is correct and that I am familiar with the N.J.A.C. 8:24 - CHAPTER 24 "Sanitation in Retail Food Establishments, Food and Beverage Vending Machines and Cottage Food Operations". If any changes in my operation occur, I agree to notify the Union County Office of Health Management immediately.

Mobile Establishment Owner's name (print): \_\_\_\_\_

Mobile Establishment Owner's signature: \_\_\_\_\_ Date: \_\_\_\_\_

### OFFICIAL USE ONLY

APPROVED DATE: \_\_\_\_\_ EXPIRATION DATE: \_\_\_\_\_

Classified Risk Type:  Risk 1     Risk 2     Risk 3     Risk 4 (operations at service area only)

Approval Restrictions: \_\_\_\_\_

Inspector: \_\_\_\_\_

REJECTED DATE: \_\_\_\_\_

Classified Risk Type:  Risk 1     Risk 2     Risk 3     Risk 4 (operations at service area only)

Reasons for rejection: \_\_\_\_\_

Inspector: \_\_\_\_\_



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## COMMISSARY AGREEMENT

### Section 1 – To be completed by the APPLICANT

Business Name: \_\_\_\_\_

Owner / Operator Name: \_\_\_\_\_

Business Mailing Address \_\_\_\_\_

Best contact phone number \_\_\_\_\_ Email address: \_\_\_\_\_

I hereby certify that I am familiar with the N.J.A.C. 8:24 - CHAPTER 24 "Sanitation in Retail Food Establishments, Food and Beverage Vending Machines and Cottage Food Operations" requiring that all temporary mobile retail food establishments operate from an approved base location (otherwise known as a "Commissary kitchen") and that all temporary mobile retail food establishments (trucks, table set-ups, trailers, and others) return daily to such location for vehicle and equipment cleaning, discharging liquid or solid wastes, refilling water tanks and ice bins, and boarding food.

AND

I hereby certify that the above-listed information is correct. I also understand that the home preparation and storage of food, or the cleaning of equipment and utensils used in that mobile operation is prohibited as per N.J.A.C. 8:24 and is subject to penalties, fines, and possible license forfeiture. If any changes in my operation occur, I agree to notify the Union County Office of Health Management immediately.

Mobile Establishment Owner's name (print): \_\_\_\_\_

Mobile Establishment Owner's signature: \_\_\_\_\_ Date \_\_\_\_\_

### Section 2- To be completed by COMMISSARY OWNER / OPERATOR

Commissary Name: \_\_\_\_\_

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

Business phone number: \_\_\_\_\_

Owner / Operator Name: \_\_\_\_\_ Owner best contact number: \_\_\_\_\_

End date of this contract \_\_\_\_\_

Check all appropriate services provided:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Wastewater disposal              | <input type="checkbox"/> Food preparation area           | <input type="checkbox"/> Refrigeration equipment   |
| <input type="checkbox"/> Portable water                   | <input type="checkbox"/> Electrical hookups              | <input type="checkbox"/> Food storage facilities   |
| <input type="checkbox"/> Disposal of rubbish & garbage    | <input type="checkbox"/> Toilet & handwashing facilities | <input type="checkbox"/> Mop sink                  |
| <input type="checkbox"/> Hot / cold water for vehicle     | <input type="checkbox"/> 3-Compartment sink              | <input type="checkbox"/> Overnight vehicle storage |
| <input type="checkbox"/> Grease/oil disposal              | <input type="checkbox"/> Utensils / Equipment Storage    |  |
| <input type="checkbox"/> Other services not listed: _____ |  |  |

I hereby certify that the information I have provided is current, true, and correct to the best of my knowledge and meets the N.J.A.C 8:24 CHAPTER 24 "Sanitation in Retail Food Establishments, Food and Beverage Vending



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***Machines and Cottage Food Operations” requirements.***

**If the food facility operator fails to comply with the conditions of this contract, or if this contract is modified or canceled, the commissary owner shall notify the Union County Office of Health Management immediately.**

Commissary Kitchen Owner’s name (print): \_\_\_\_\_

Commissary Kitchen Owner’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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***If the commissary kitchen is not inspected by the Union County Office of Health Management you shall provide the commissary’s last Inspection Report along with this agreement.***

**Note: If this Commissary Agreement is modified or canceled, and a new Commissary Agreement is not provided to this office, your permit to operate a food facility will be subject to suspension or revocation.**

**\*This Commissary Agreement shall be effective for no longer than one year.**