

Food Service Agreement

July 1, 2022 to June 30, 2023

State of New Jersey

This Service Agreement, hereinafter referred to as "Agreement," is entered into and made effective as of the date set forth at the end of this document by and between the following parties:

Nutri-Serve Food Management, a corporation, incorporated under the laws of the state of New Jersey, having its principal place of business at the following address:

4431 S. Rt 130 Burlington, PO Box 297, NJ 08016

and Franklin Township, having a primary address at the following:

1571 Delsea Drive Franklinville, NJ 08322

Hereinafter, "Client" will refer to and be used to describe the following party: Franklin Township.

"Service Provider" will refer to and be used to describe the following party: Nutri-Serve Food Management. Client and Service Provider may be referred to individually as "Party" and collectively as the "Parties."

OVERVIEW:

WHEREAS, Client wishes to retain the Services (as defined below) of Service Provider;

WHEREAS, Service Provider has the skills, qualifications, and expertise required to provide the Services to the Client;

WHEREAS, Service Provider wishes to render such Services to Client.

NOW, therefore, in consideration of the promises and covenants contained herein, as well as other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the Parties do hereby agree as follows:

Article 1- DEFINITIONS:

As used in this Agreement:

A) "Services" shall be used to refer to the following specific services that the Service Provider will provide to the Client under the terms and conditions set forth herein:

Lunches will be provided for the Senior Citizens of Franklin Township. A menu will be created by Nutri-Serve Food Mgt and approved by Franklin Township.

B)"Agreement Period" shall be used to refer to the dates the Service Provider and the Client agree. This Agreement shall be from **July 1, 2022 through June 30, 2023..**

C)"Completion Date" shall be used to refer to the date that the Service Provider will complete or cease the provision of Services to the Client. For this agreement the Completion Date is **June 30, 2023..**

The agreement may be extended upon the agreement of both parties. Price increases may occur as the price of labor and goods is increasing each year.

D) "Ordering Method". The Client will contact the Service Provider with the number of meals to be provided, the day before pick up. If soup is available that will be ordered also. This will be done through an email to the Service Provider.

E) "Pick Up Dates" shall be used to refer to specific dates during the time period that the Services are being rendered. The Client will provide an annual calendar with anticipated Pick Up dates. This can be modified 15 days before the beginning of each month. The Pick Up Dates will be as follows:

The Lunches will be ready for pick up daily at 10:30 am. A Franklin Township representative will pick this up to provide the lunch service to the senior citizens. Franklin Township is responsible for the sanitation and safety of the food once it is picked up.

F) "Fees" shall be used to refer to the payment Client will pay to Service Provider for the rendering of the Services. Specifically, the fees shall be as follows:

\$ 5.50 per meal ordered for the term of this Agreement. When available and ordered there will be an additional charge of \$6.00 per quart of soup.

Article 2 - AGREEMENT:

Subject to the terms and conditions of this Agreement, Service Provider hereby agrees to render the Services to Client, the date range as noted in the terms of the agreement and on the pickup dates specified, at the Location directed by the Client, as described below and Client agrees to pay Service Provider the Fees required for the Services.

Article 3- LOCATION:

Service Provider will render the Services at the following location (throughout this agreement, "Location"):

Delsea Regional High School

Article 4 – SUBCONTRACTORS:

The Service Provider is not permitted to use subcontractors to provide some or all of the Services without the prior written approval of the Client.

Article 5 – LABOR TO PREPARE MEALS:

When Delsea Regional High School is not in session, there may be an additional fee charged for labor to prepare meals. This amount would be mutually agreed upon by the Service Provider and the Client.

Article 6 – PAYMENT TERMS:

The Client agrees to pay the Service Provider the required Fees for services rendered as ordered.

The terms and conditions are as follows:

A) Invoice Interval: The Service Provider will invoice the client Monthly.

B) Invoice Period: The Client shall have 30 days from the date of invoice to pay the Service Provider.

C) Method of Payment: Service Provider will accept a check as the form of payment

D) Additional Expenses: The Service Provider is permitted to charge for all reasonable and necessary costs and expenses when ordered by the Client.

E) Penalties: If the Client does not pay the invoiced and required amount by the date stated in the invoice or as otherwise provided for in this Agreement, the Service Provider shall be entitled to:

- I) Charge interest on the outstanding amount at the rate of 3%, after 30 days of late payment.
- II) Require Client to pay for the Services, or any remaining part of the Services, in Advance each month, after 30 days of late payment.
- III) Cease performance of the Services completely or until payment is made, at the Service Provider's sole and exclusive discretion.

F) Client must provide a Sales Tax-Exempt Statement to Service Provider.

Tax Statement: Any and all charges payable under this Agreement are exclusive of taxes, surcharges, or other amounts assessed by state or federal governments. Taxes imposed upon or required to be paid by Client or Service Provider shall be the sole and exclusive responsibility of each, respectively.

Article 7 – CLIENT OBLIGATIONS:

During the provision of the Services, the Client hereby agrees to:

- A) Cooperate with the Service Provider for anything the Service Provider may reasonably require;
- B) Provide any information and/or documentation needed by the Service Provider relevant to the provision of Services or payment for the provision of Services;
- C) Require any staff or agents of the Client to co-operate with and assist the Service Provider as the Service Provider may need;
- D) Make available to the Service Provider, without fee or cost, any facilities, which may include, but are not limited to, a workspace, computer, or other physical equipment, the Service Provider may reasonably require.

Article 10- COMPETITION:

The Service Provider (and/or their employees, agents, representatives) shall be free to provide services or engage in any form of activity (including, but not limited to, any business, investment or financial activities) whether for themselves or on behalf of or to other organizations, companies or individuals who are or are potentially direct or indirect competitors of the Client.

Article 11- WARRANTIES:

The Service Provider represents and warrants that it will perform the Services using reasonable care and skill for a Service Provider in their field and that any end products or materials given by the Service Provider to the Client under the terms and conditions of this Agreement will not infringe on or violate the intellectual property rights or any other right of any third party.

Article 12- LIMITATION OF LIABILITY

Service Provider is limited in liability to the temperature of the food at the time of pick up. After the food is picked up by the Client, they assume the liability for such goods.

Article 13 - INDEMNITY:

Client hereby agrees to indemnify Service Provider, and all of Service Provider's agents, employees, and representatives against any and all damage, liability, and loss, as well as legal fees and costs incurred, as a result of the Services rendered this Agreement or any transaction or matter connected with the Services or the relationship between Service Provider and client. This clause shall not be read to provide indemnification for any Party in the event that a competent court of law, rendering a final judgment, holds that the bad faith, gross negligence, or willful misconduct of the Party caused the damage, liability, or loss.

Article 14 - TIME FOR PERFORMANCE:

Notwithstanding any provision to the contrary, any dates, periods or times specified by the Service Provider in the Agreement are estimates only and time shall not be of the essence for the performance by the Service Provider of its obligations under the Agreement.

Article 15 - TERMINATION:

A) This Agreement may be terminated by either party, upon notice in writing:

- I) if the other party commits a material breach of any term of this Agreement that is not capable of being remedied within thirty (30) days or that should have been remedied within thirty(30) days after a written request and was not;
- II) if the other party becomes unable to perform its duties hereunder, including a duty to pay or a duty to perform;
- III) if the other party or its employees or agents engage in any conduct prejudicial to the business of the other, or in the event that either party considers that a conflict or potential conflict of interest has arisen between the parties.

B) This Agreement may be terminated by the Service Provider if the Client fails to pay any requisite Fees within thirty (30) days after the date they are due. The Service Provider may terminate the Agreement immediately, with no notice period, in writing.

If this Agreement is terminated before the expiration of its natural term, Client hereby agrees to pay for all Services rendered up to the date of termination, and for any and all expenditure due for payment after the date of termination for commitments reasonably made and incurred by Service Provider related to the rendering of Services prior to the date of termination.

Any termination of under this subpart shall not affect the accrued rights or liabilities of either Party under this Agreement or at law and shall be without prejudice to any rights or remedies either Party may be entitled to. Any provision or subpart of this Agreement which is meant to continue after termination or come into force at or after termination shall not be affected by this subpart.

Article 16 – RELATIONSHIP OF THE PARTIES:

The Parties hereby acknowledge and agree that nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the Parties and that this Agreement is for the sole and express purpose of the rendering of the specific Services by the Service Provider to the client under the terms and conditions herein.

Article 17 – GENERAL PROVISIONS:

- A) **GOVERNING LAW:** This Agreement shall be governed in all respects by the laws of the state of New Jersey and any applicable federal law. Both Parties consent to jurisdiction under the state and federal courts within the state of New Jersey. The Parties agree that this choice of law, venue, and jurisdiction provision is not permissive, but rather mandatory in nature.
- B) **LANGUAGE:** All communications made, or notices given pursuant to this Agreement shall be in the English language.
- C) **ASSIGNMENT:** This Agreement, or the rights granted hereunder, may not be assigned, sold, leased or otherwise transferred in whole or part by either Party.
- D) **AMENDMENTS:** This Agreement may only be amended in writing signed by both Parties.
- E) **NO WAIVER:** None of the terms of this Agreement shall be deemed to have been waived by any act or acquiescence of either Party. Only an additional written agreement can constitute waiver of any of the terms of this Agreement between the Parties. No waiver of any term or provision of this Agreement shall constitute a waiver of any other term or provision or of the same provision on a future date. Failure of either Party to enforce any term of this Agreement shall not constitute waiver of such term or any other term.
- F) **SEVERABILITY:** If any provision or term of this Agreement is held to be unenforceable, then this Agreement will be deemed amended to the extent necessary to render the otherwise unenforceable provision, and the rest of the Agreement, valid and enforceable. If a court declines to amend this Agreement as provided herein, the invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of the remaining terms and provisions, which shall be enforced as if the offending term or provision had not been included in this Agreement.
- G) **PUBLIC ANNOUNCEMENT:** Neither Party will make any public announcement or disclosure about the existence of this Agreement or any of the terms herein without the prior written approval of the other Party.
- H) **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the Parties and supersedes any prior or contemporaneous understandings, whether written or oral.

- I) HEADINGS: Headings to this Agreement are for convenience only and shall not be construed to limit or otherwise affect the terms of this Agreement.
- J) COUNTERPARTS: This Agreement may be executed in counterparts, all of which shall constitute a single agreement. If the dates set forth at the end of this document are different, this Agreement is to be considered effective as of the date that both Parties have signed the agreement, which may be the later date.
- K) FORCE MAJEURE: Service Provider is not liable for any failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, acts of civil authorities, acts of military authorities, riots, embargoes, acts of nature and natural disasters, and other acts which may be due to unforeseen circumstances.
- L) NOTICES ELECTRONIC COMMUNICATIONS PERMITTED: i) Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail, air mail, or e-mail, to the address of the relevant Party set out at the head of this Agreement, or to the relevant email address set out below or other email address as that Party may from time to time notify to the other Party in accordance with this clause. The relevant contact information for the Parties is as follows:

Service Provider:

Nutri-Serve Food Management
Email address drs@nsfm.com or staceyd@nsfm.com
PO Box 297
Burlington, NJ 08016

Name Client:

Address:

City, State Zip

Contact Name:

Contact Phone #:

Contact Email Address:

Notices sent as above shall be deemed to have been received 5 working days after the day of posting (in the case of inland first-class mail) or next working day after sending (in the case of e-mail).

In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of telecommunication was addressed and dispatched and dispatch of the transmission was confirmed and/or acknowledged as the case may be.

EXECUTION:

Name: Nutri-Serve Food Management

Representative Signature: _____

Representative Title: _____

Date: _____

Name: Franklin Township

Representative Signature: _____

Representative Title: _____

Date: _____