

New York State Office of General Services Special Events Office

**Office of Convention and Cultural Events
Concourse Room 130
Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
<http://www.ogs.state.ny.us/esp/cce/default.asp>**

January 5, 2011

Dear Farmer's Market Participant,

Attached please find application information for the 2011 Summer Farmer's Markets at the Empire State Plaza and Harriman State Office Campus in Albany. Summer markets take place for six months from May until October. I invite you to review the material and consider participating.

The Summer Markets will be coordinated directly by the New York State Office of General Services Special Events Office. Some highlights:

- Market is a growers/producers market only.
- Membership to a market association to participate is not needed.
- Craft/merchandise vendors are not allowed, you are invited to participate in some of the other vendor activities offered by the Special Events Office.
- Limited week participation is possible.
- Market locations are accredited by NYS Ag & Mkts for Farmers Market Nutrition and other programs.
- In response to demand, prime location side spaces will be added for additional Wednesday market participants. (See diagram.)

Applications are accepted on a first-come, first-served basis. Wednesdays tend to fill first and early applications are suggested. Please note the application contains a check box regarding the size of your vehicle and your ability to work away from it. On Wednesdays spaces closer to the main reflecting pool are available if you can walk your products in and out.

Please share this information with interested parties and continue making summer markets at the Empire State Plaza and Harriman State Office Campus a success. If you have any questions, please feel free to call me at (518) 474-5986 or e-mail at kurt.vincent@ogs.state.ny.us.

Thank you,

Kurt Vincent
New York State Office of General Services
Special Events Office

New York State Office of General Services
Special Events Office

Farmer's Market Contact & Vehicle Information

Please complete and return this sheet along with Permit Agreement and payment.

Summer 2011 Market

Business Name: _____

Contact Person: _____

Street/Town/Zip: _____

Tele _____ Fax _____ e-mail: _____

Off-Hours Contact/Cell Phone Number _____

What will you be selling? _____

Anticipated start/end dates: _____ / _____

Wednesday Vendors: If available, would you accept a location closer to the water?* yes no

* - would require carry-in, carry-out, parking at a remote location not adjacent to space.

Vehicle/Passenger Information: please print clearly

Failure to provide complete driver and vehicle information may delay or prevent vehicle access.

Please indicate drivers:

Driver's Name
as it appears on License

Driver's Lic Number

Driver's DOB

Please indicate vehicles:

Vehicle make, model, year

Vehicle Plate Number

Reg. Type

Please indicate if driver or vehicle information is **NOT** from New York.

Use additional copies if necessary

OGS Special Events Office, Room 130, Empire State Plaza, Albany, NY 12242

New York State OGS Special Events Office
Farmer's Market Participant Schedule
Summer 2011 Market

Business Name: _____

Contact Person: _____

To facilitate vehicle entry, OGS Special Events Office needs to know which markets you plan to attend.

- Wednesday Market at Empire State Plaza
- I plan on attending **all** Wednesday markets
- I plan on attending the following Wednesday markets **ONLY**:
- | | | | | | |
|-----------|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| May | <input type="checkbox"/> 4 | <input type="checkbox"/> 11 | <input type="checkbox"/> 18 | <input type="checkbox"/> 25 | |
| June | <input type="checkbox"/> 1 | <input type="checkbox"/> 8 | <input type="checkbox"/> 15 | <input type="checkbox"/> 22 | <input type="checkbox"/> 29 |
| July | <input type="checkbox"/> 6 | <input type="checkbox"/> 13 | <input type="checkbox"/> 20 | <input type="checkbox"/> 27 | |
| August | <input type="checkbox"/> 3 | <input type="checkbox"/> 10 | <input type="checkbox"/> 17 | <input type="checkbox"/> 24 | <input type="checkbox"/> 31 |
| September | <input type="checkbox"/> 7 | <input type="checkbox"/> 14 | <input type="checkbox"/> 21 | <input type="checkbox"/> 28 | |
| October | <input type="checkbox"/> 5 | <input type="checkbox"/> 12 | <input type="checkbox"/> 19 | | |

Total Number of Market Weeks: _____

- Thursday Market at Campus
- I plan on attending **all** Thursday markets
- I plan on attending the following Thursday markets **ONLY**:
- | | | | | | |
|-----------|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| May | <input type="checkbox"/> 5 | <input type="checkbox"/> 12 | <input type="checkbox"/> 19 | <input type="checkbox"/> 26 | |
| June | <input type="checkbox"/> 2 | <input type="checkbox"/> 9 | <input type="checkbox"/> 16 | <input type="checkbox"/> 23 | <input type="checkbox"/> 30 |
| July | <input type="checkbox"/> 7 | <input type="checkbox"/> 14 | <input type="checkbox"/> 21 | <input type="checkbox"/> 28 | |
| August | <input type="checkbox"/> 4 | <input type="checkbox"/> 11 | <input type="checkbox"/> 18 | <input type="checkbox"/> 25 | |
| September | <input type="checkbox"/> 1 | <input type="checkbox"/> 8 | <input type="checkbox"/> 15 | <input type="checkbox"/> 22 | <input type="checkbox"/> 29 |
| October | <input type="checkbox"/> 6 | <input type="checkbox"/> 13 | <input type="checkbox"/> 20 | | |

Total Number of Market Weeks: _____

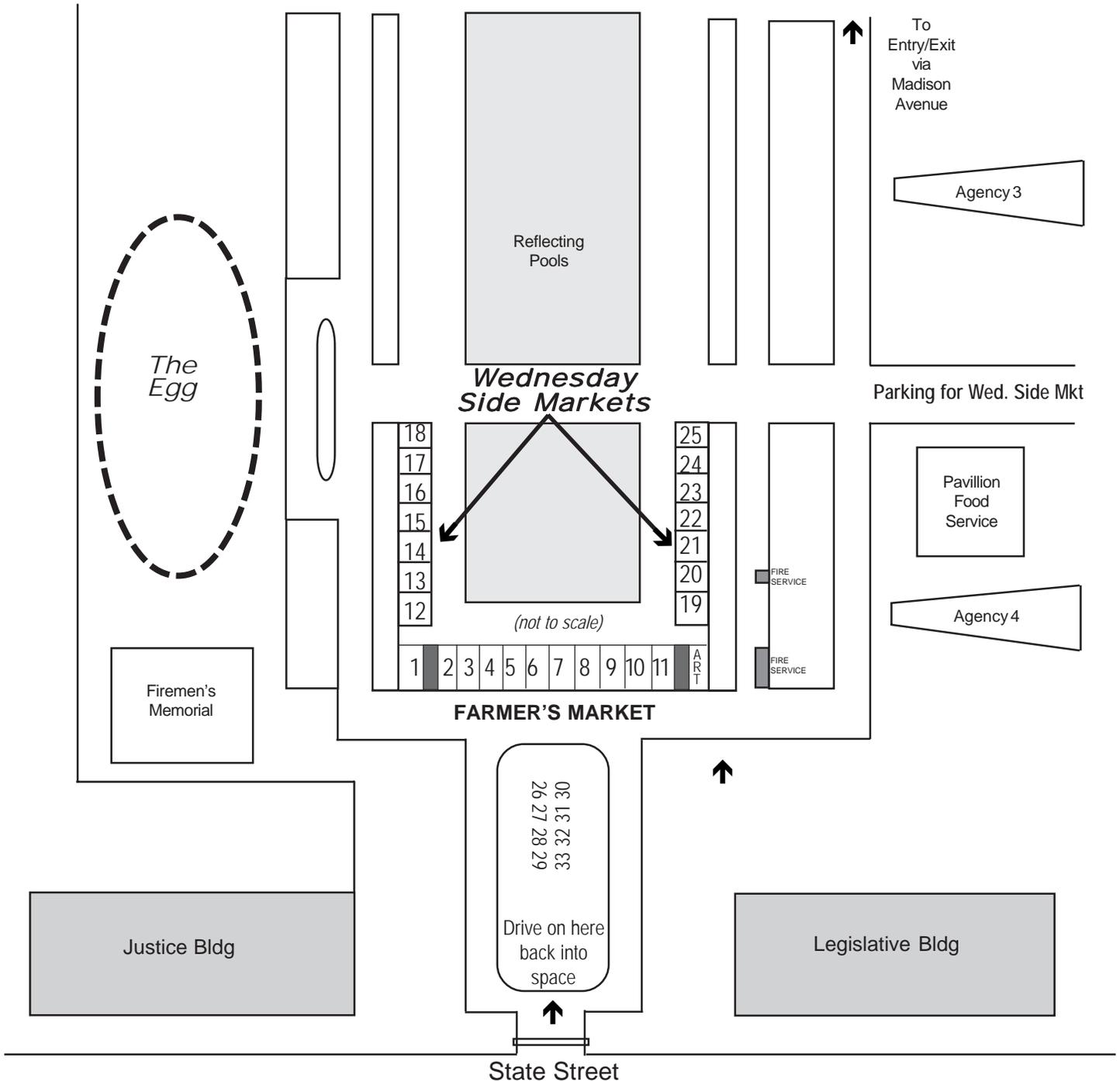
- Friday Market at Empire State Plaza
- I plan on attending **all** Friday markets
- I plan on attending the following Friday markets **ONLY**:
- | | | | | | |
|-----------|----------------------------|-----------------------------|-----------------------------|-----------------------------|-----------------------------|
| May | <input type="checkbox"/> 6 | <input type="checkbox"/> 13 | <input type="checkbox"/> 20 | <input type="checkbox"/> 27 | |
| June | <input type="checkbox"/> 3 | <input type="checkbox"/> 10 | <input type="checkbox"/> 17 | <input type="checkbox"/> 24 | |
| July | <input type="checkbox"/> 8 | <input type="checkbox"/> 15 | <input type="checkbox"/> 22 | <input type="checkbox"/> 29 | Note-no market Fri 7/1 |
| August | <input type="checkbox"/> 5 | <input type="checkbox"/> 12 | <input type="checkbox"/> 19 | <input type="checkbox"/> 27 | |
| September | <input type="checkbox"/> 2 | <input type="checkbox"/> 9 | <input type="checkbox"/> 16 | <input type="checkbox"/> 23 | <input type="checkbox"/> 30 |
| October | <input type="checkbox"/> 7 | <input type="checkbox"/> 14 | <input type="checkbox"/> 21 | | |

Total Number of Market Weeks: _____

Full Market Participation (24-25 weeks)	\$175.00 per space
13 – 25 Weeks Participation	\$ 10.00 per week/per space
6 – 12 Weeks Participation	\$ 12.50 per week/per space
5 or less Weeks Participation	\$ 15.00 per week/per space

Payment Enclosed: \$ _____ **Made payable to OGS**

Empire State Plaza SummerOutdoor Plaza Wednesday Farmer's Market Locations Summer 2011



- ◆ Limited spaces exist for vendors with large trucks. Only spaces 1 - 11 and the Mosaic Area spaces 26-33 are suitable. In an effort to accommodate vendors who can walk-in/walk-out, spaces 19 - 25 have been added. Please check the box on page 2 if you would like a space here.
- ◆ Designated Spaces are 15 ft wide by 15 - 20 ft deep.
- ◆ Due to the popularity and architectural design of the Plaza, not all participants seeking space at the Wednesday Market can be provided a location that can accommodate both the selling space and immediately adjacent vehicle parking.
- ◆ Spaces 1-11, 26-33 can accommodate 1 vehicle per space to park directly behind selling space.
- ◆ Note - Spaces 12-25 are not suitable for adjacent vehicles. Participants in these spaces must walk-in/walk-out products from curb and park vehicle in designated area by Agency 4 during market hours.
- ◆ Friday Markets typically are smaller than Wednesday and utilize spaces 1 - 11 only.

New York State Office of General Services
Special Events Office Permit Agreement
Empire State Plaza & Harriman State Campus Farmers' Market

THIS PERMIT AGREEMENT, made this ____ day of _____, 2011 by and between the People of the State of New York, acting by and through Carla Chiaro, Acting Commissioner of the New York State Office of General Services (hereinafter referred to as "OGS") and _____ (hereinafter referred to as "Vendor").

W I T N E S S E T H

WHEREAS, OGS has management supervision over the rooms, facilities and general domain of the Empire State Plaza, (hereinafter referred to as "Plaza") and

WHEREAS, OGS, through its Special Events Office, wishes to establish during the summer months, the outdoor operation of public markets for the sale and distribution of certain local farm products (hereinafter referred to as "Farmers' Market"), and

WHEREAS, the Vendor wishes to sell farm products in those areas and during those times OGS hereinafter designates.

- | | | |
|--|--------------------------|----------|
| <input type="checkbox"/> Wednesday - Empire State Plaza Market | May 4 – October 19, 2011 | 25 weeks |
| <input type="checkbox"/> Thursday - Harriman Campus Mkt. | May 5 – October 20, 2011 | 25 weeks |
| <input type="checkbox"/> Friday - Empire State Plaza Market | May 6 – October 21, 2011 | 24 weeks |

(please check appropriate market box, refer to paragraph 5 for rates and less than full market participation.)

NOW THEREFORE, in consideration of the mutual covenants contained in this agreement, the parties agree as follows:

1. Operation. The Farmers' Market will operate from Wednesday, May 4, 2011, through Friday, October 21, 2011 on each consecutive Wednesday, Thursday and Friday during those periods, with the exception of Friday, July 1, 2011. The hours of operation shall be from 10 a.m. until 2 p.m. In addition, the Vendor is granted sixty minutes set-up and take-down before and after the hours of operation.

2. Location. The Farmers' Market will be located in designated areas on Wednesdays and Fridays at the Empire State Plaza and on Thursdays at the Gov. W. Averell Harriman State Office Campus. Vending spaces are approximately 15 ft wide by 15 ft deep. Adjacent space for a vehicle is provided with the exception as those Plaza spaces noted as "Side Spaces." Electrical power is not available.
3. Application. In consideration of the permission to occupy space and sell farm products at the Farmers' Market, the Vendor agrees to complete this permit agreement and registration application, and return along with payment of vendor fees. Space will be allocated by OGS in accordance with the agreement.
4. Products. Participants shall agree to the rules and guidelines included herein. Participants who process the following under Department of Agriculture approved processing methods at an inspected facility may sell: canned or jarred fruits, vegetables, pickled products, sauces, relishes and other low-acid foods, meats and NYS wines. All vendor products at the Summer Farmer's Market and the handling of these products must be in compliance with the New York State Department of Agriculture and Markets Sanitary guidelines and NYS Farm Wineries rules.
5. Payment. To encourage participation for the Summer Farmer's Market season, a reduced rate will be applied for participants who participate for the entire market. However, to encourage seasonal diversity and specialties, vendors may participate at less than the full market season. The fee schedule shall be as follows:

Full Market Participation (24-25 weeks)	\$175.00 per space
13 – 25 Weeks Participation	\$ 10.00 per week/per space
6 – 12 Weeks Participation	\$ 12.50 per week/per space
5 or less Weeks Participation	\$ 15.00 per week/per space

6. New York State Sales Tax Certificate of Authority. The Vendor agrees to procure and maintain during the period covered by this agreement a valid New York State Sales Tax Identification Certificate. A copy of the Sales Tax Certificate of Authority must be displayed in a prominent location at all times while at the Farmers' Market.

7. Liability Insurance. The Vendor agrees to procure and maintain during the period covered by this Agreement the following types of insurance:

Commercial General Liability \$1,000,000 Each Occurrence

Automobile Liability, Worker's Compensation, Employers Liability and Disability Benefits as required by New York State Law.

A certificate of insurance must be filed with the NYS Office of General Services, Special Events Office, Room 130, Concourse, Empire State Plaza, Albany, New York 12242, or faxed to (518) 473-0558, evidencing such coverage before the Vendor is allowed a booth at the Farmers' Market. Vendors shall be responsible for the payment of any Automobile, Workers Compensation or Employers' Liability Insurance required by law.

8. Indemnification. The Vendor agrees to defend, indemnify and save harmless OGS and the State of New York and its officers, employees and agents against any and all claims, demands or causes of action arising out of any loss of or damage to property or injury or death of any person which may be due in any manner to the installation, use, maintenance, state of repair or presence of the Vendor's stand, booth or other installation or structure of any kind at the Farmers' Market or the sale of products therefrom.
9. Rules and Regulations. The Vendor agrees to abide by any rules and regulations governing the operation of the Farmers' Market heretofore or subsequently adopted by OGS. Initial rules and regulations, attached hereto as Appendix "A", are expressly incorporated into and made part of this agreement.
10. Compliance. The Vendor agrees to comply with the terms of this Agreement and the rules and regulations pertaining to the Farmers' Market. Failure of the Vendor to comply with these terms will result in revocation of the permission to occupy a booth at the Farmers' Market granted herein.
11. Reservation. OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of the Farmers' Market, at any time and without prior notice to the Vendor. OGS will make reasonable efforts to provide advance notice to Vendors of any changes or cancellations.

12. No Assignment. Vendor agrees not to assign this Vendor Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.

13. Force Majeure. If the event is rendered impossible or infeasible by destruction or damage to the facility, or by any act or regulation by any governmental body, civil tumult, strike, epidemic, condition of war, or any other condition determined by OGS to represent or constitute a threat to the safety of the public or the intended audience or facilities, including, but not limited to, the then current status of the state or federal alert systems, or by the restricted availability of motor fuel for the audience which renders this type of event in the opinion of OGS financially infeasible or impractical, it is understood and agreed this agreement shall be cancelled and that there shall be no claim for damages by either party to this agreement. In the case of such a cancellation, the Permittee will not be entitled to a refund of any deposit or fees paid, but Permittee will receive a credit in the amount of such pre-paid amounts towards a rebooking or another event, provided they occur within one year of the scheduled date for the original event.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

VENDOR

By _____

Vendor Name: _____

Signatory: _____

Date: _____

**THE PEOPLE OF THE STATE OF
NEW YORK**

By: _____

OGS Special Events Office

Participant must provide this notarized acknowledgment.

Individual, Corporate, Partnership or LLC Acknowledgment

STATE OF }

:ss.:

COUNTY OF }

On the day of , in the year 201__ before me personally appeared _____, known to me to be the person who executed the attached document, who being duly sworn by me did depose and say that __he resides at _____ in the Town of _____, County of _____, State of _____, and further that:

[Check One]

(If an individual): __he executed the foregoing instrument in his/her name and on his/her own behalf.

(If a corporation): __he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, __he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, __he executed the foregoing in the name of and on behalf of said corporation as the act and deed of said corporation.

(If a partnership): __he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, __he is authorized to execute the foregoing instrument on behalf of the partnership for the purposes set forth therein; and that, pursuant to that authority, __he executed the foregoing in the name and on behalf of said partnership as the act and deed of said partnership.

(If a Limited Liability Company): __he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that __he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of behalf of said limited liability company as the act and deed of said limited liability company

Sworn to before this

_____ day of _____, 201__

Notary Public

APPENDIX "A"

RULES FOR THE EMPIRE STATE PLAZA FARMERS' MARKET

- The market is a growers or producers only market. Participants may sell only items grown or directly produced by themselves. Reselling is not allowed.
- Applications are accepted on a first-come, first-served basis.
- Due to the numerous craft/merchandise shows, these items are not allowed at Farmer's Markets. Please inquire with the Special Events Office for those opportunities.
- OGS reserves the right to make farm/location inspections should a complaint be made regarding origin of sale items.
- Selling space is approximately 15 ft wide x 15 ft deep. Should your tow/support vehicle require additional space, please purchase additional sales space to accommodate.
- Applications will be accepted on an on-going basis depending on available spaces.
- Participants must be confirmed by OGS prior to participation. Once confirmed, refunds are not possible.
- Pre-payment is required for all market fees. All past due balances must be paid prior to applying for future markets. Vendors may be excluded for poor credit histories.
- Should taxable items be sold, Tax ID must be visible at all times.
- Booth location is assigned by OGS. Booths may not be loaned to anyone else. Booths must be attended at all times.
- Products of two or more vendors may not be combined for the purpose of avoiding additional booth fees.
- Each booth must have its own representative at the market.
- Entrance into the Farmers' Market will begin no sooner than 9:00 AM.
- The Farmers' Market closes at 2:00 PM, however, vendors may depart after 1:30 PM.
- Payment for vendor space will be made by check or money order payable to NYS-OGS prior to participation date. Failure to pay will result in revocation of the Farmers' Market permit. Credit Card payment is also accepted.
- The Empire State Plaza is considered a secure government facility. As such, all vehicles participating in outdoor markets must have prior security clearance. Driver and vehicle information must be accurate for each market session. Changes will be possible 2 or more business days prior to each market day. (Wednesday market information must be received no later than 12 noon on Mondays, Friday market information must be received no later than 12 noon Wednesday.) Drive/Vehicle information is not needed for Harriman Campus Thursday participation. Changes can be called in to the Special Events.
- OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of the Farmers' Market, at any time and without prior notice to the Vendor.
- All participants are expected to conduct themselves with courtesy and in an orderly manner. Arguments, harassment, sexual harassment, name-calling, profane language, fighting or any other disorderly conduct are grounds for revocation of the Farmers' Market permit without refund or credit.
- Participants are expected to maintain the cleanliness of their booths at all times. Refuse receptacles are at the Farmers' Market area for trash disposal. Failure to observe reasonable standards of sanitation will result in the revocation of the Farmers' Market permit.
- Any lost articles found by a participant will immediately be turned over to the ESP Plaza Managers Office.
- Our website links to add'l applications - www.ogs.state.ny.us/esp/cce/vendors.asp
- OGS Special Events Office may be reached by telephone at (518) 474-5986 or fax (518) 473-0558. E-mail to: kurt.vincent@ogs.state.ny.us

You can pay with your credit card...

**Please complete the form below
and return with your application.**

Thanks!

**New York State Office of General Services
Special Events Office**

Credit Card Payment

If you wish to pay with a credit card, please complete the following and return with your application:



Discover Card



MasterCard



Visa



American – Express

Please charge my:

Amount: \$ _____

Account No --

Expiration Date: / Signature: _____

Date _____
Month Year

Billing Zip Code: -

Name: _____
Please Print

If credit card name is different from business name, please indicate business name:

-----OFFICE USE ONLY-----

Inv. # _____ Rec'd by _____ Prog _____