



Application for Non-Food Vendors

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Thank you for your interest in the New York State Office of General Services (OGS) **2013 Summer At The Plaza** vending program. Please see the vendor descriptions below to determine if this application applies to you. All applications for the Summer At The Plaza vending program that are submitted by the below listed deadlines will be considered. Sending an application does not guarantee acceptance into the program.

The following events are scheduled for the **2013 Summer At The Plaza** series:

Event	Date	Deadline
NYS July 4 th Celebration	July 4	June 17
Kids Day	July 7	June 21
African American Family Day	August 3	July 17
Food Festival	August 14	July 29
September Music Festival	September 7	August 21
Hispanic Heritage Celebration	September 14	August 28

Non-Food Vendors – The following products and/or services fall into this category*:

- Handmade or commercial products, fine arts, crafts, clothing, accessories, books, general merchandise
- Packaged, canned, jarred or otherwise processed food products that are intended to be taken home.
- Service providers representing commercial and not-for-profit organizations
- Local, state and federal agencies
- Community and religious groups
- Information and sales for the purpose of fund raising

**Sales and/or distribution of balloons are prohibited on Kids Day.
Foot Vendors are prohibited at all the Summer at the Plaza Events.*

***Early application is highly recommended.
Please see the complete list of Summer At The Plaza Vendor Guidelines.***

Vendor Checklist

Please complete this checklist and submit with your application to ensure all of the required information is submitted. Failure to complete and include ALL listed documents will prevent participation in events.

- _____ **Vendor Application**
- _____ **Photo of Vending Area (booth, signage, etc.)**
- _____ **Vendor Information Sheet**
- _____ **Electrical Service Requirements**
- _____ **Permit Usage Agreement**
- _____ **Insurance Requirement**
(see #5 in Permit Usage Agreement and check the box in #12, if applicable)
- _____ **Notary Page**
- _____ **Proof of Not for Profit Status (If applicable)**
- _____ **Payment in Full* (Any outstanding payment due to OGS may preclude participation)**

**Please make checks or money orders payable to: NYS Office of General Services.*

**Return completed application with payment to: NYS Office of General Services
PO Box 2282
Albany, NY 12220-0282*

Please include any additional information or questions in the space below:

Appendix B Vendor Application (Non-Food)

Please complete the application by indicating the event(s) you wish to participate in and the applicable fees. Be sure to include Albany County Health Department fee(s) if applicable. Additional booth space is not offered at a discounted rate unless specifically noted.

Vendor Name: _____

Albany County Temporary Health Permit* _____ x \$30 (per event per vendor) \$ _____

*Permit is mandatory for sampling food.

Multiple units by same vendor at same event need only 1 permit.

July 4th Celebration (7/4) Hours: 2pm-10pm, Load-in: 11am-1pm

- 10' x 10' Non-Food Vendor Booth _____ X \$175 \$ _____

Kids Day* (7/7) Hours: Noon-5pm, Load-in: 9am-11am

- 10' x 10' Non-Food Vendor Booth _____ X \$100 \$ _____
- 10' x 10' Not-for-Profit Booth _____ X \$50 \$ _____

**Sale or distribution of balloons is prohibited at Kids Day*

African American Family Day (8/3) Hours: Noon-7pm, Load-in: 9am-11am

- 10' x 10' Non-Food Vendor Booth _____ X \$175 \$ _____
- 10' x 10' Not-for-Profit Booth _____ X \$75
Each additional 10' _____ X \$50 \$ _____

Food Festival (8/14) Hours: 11am-9pm, Load-in: 7am-10am

- 10' x 10' Non-Food Vendor Booth _____ X \$175 \$ _____
- 10' x 10' Not-for-Profit Booth _____ X \$75
Each additional 10' _____ X \$50 \$ _____

September Music Festival (9/7) Hours: 2pm-9pm, Load-in: 11am-1pm

• 10' x 10' Non-Food Vendor Booth _____ X \$100 \$ _____

• 10' x 10' Not-for-Profit Booth _____ X \$50 \$ _____

Hispanic Heritage Celebration (9/14) Hours: 3pm-8pm, Load-in: Noon-2pm

• 10' x 10' Non-Food Vendor Booth _____ X \$100 \$ _____

• 10' x 10' Not-for-Profit Booth _____ X \$50 \$ _____

Total Payment Payable to NYS Office of General Services Enclosed: \$ _____

Appendix C Vendor Information (Non-Food)

Please complete the following Vendor Information form.

Business Name _____

Is your business a registered NYS Minority & Women Owned Business Enterprise? Y___ N___

Contact _____ E-Mail _____

Address _____

City/Town _____ State _____ Zip _____

Telephone _____ Fax _____ NYS Sales Tax # _____

Please provide a brief description of your business, products you will be selling (please be specific.) Also include a description of services, years in business and past events. Please attach additional pages if necessary.

Photo of vending area attached: Y or N

Vehicle Information

Please print clearly. Failure to provide complete information may delay or prevent access.

Driver 1 Name (Exactly as it appears on license): _____

Driver's License Number & State: _____

Plate # _____ State Plate: _____ Trailer Plate # / State _____
(If applicable)

Driver 2 Name (Exactly as it appears on license): _____

Driver's License Number & State: _____

Plate # _____ State Plate: _____ Trailer Plate # / State _____

Driver 3 Name (Exactly as it appears on license): _____

Driver's License Number & State: _____

Plate # _____ State Plate: _____ Trailer Plate # / State _____

Electrical Service Requirements

Please provide the information below in order for electrical service to be provided at your booth. There is no additional fee for service.

No power is required _____

110V Service (normal household plug)

Number of 110V 20 amp circuits required for each event: _____

(Each line has 2 plugs with a combined capacity of 20 amps.)

220V Service (heavy duty commercial equipment)

What are your 220V requirements: *(amps/volts/phase)*

Length of your lead: _____ ft.

It is your responsibility to provide a suitable lead for your set-up.

Summer At The Plaza Vendor Permit Agreement (Non-Food)

THIS PERMIT AGREEMENT, made this ____ day of _____, 201__ by and between the People of the State of New York, acting by and through the 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 jurisdiction over the rooms, facilities and general domain of the Empire State Plaza, (hereinafter referred to as "Plaza") and

WHEREAS, OGS, through its Convention & Cultural Events Office (hereinafter referred to as "CCE"), wishes to permit food, craft, merchandise and other vendors to take part in community events for the sale and distribution of certain products and services (hereinafter referred to as "Vendors"), and

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

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

- 1. Operation.** OGS CCE expects to present vendor opportunities throughout the year. The dates and hours of operation are indicated on separate applications and must be submitted with the Permit Agreement for consideration.
- 2. Location.** The Vendor Area will be located in designated areas at the Empire State Plaza and Harriman State Office Campus.
- 3. Application.** In consideration of the permission to occupy space and sell food, craft, merchandise or other services at designated events, the Vendor agrees to file a Registration Application with the OGS CCE who will sponsor the event, to be submitted and approved by OGS CCE before OGS signs this agreement. Space will be allocated by OGS CCE, per the Vendor's Application request and as space permits. Vendor is hereby granted a non-exclusive right, for those events that are approved by OGS on the Registration Application, to occupy and use the specified booth space for such events on the dates and at the consideration detailed on the Registration Application. The Vendor's completed and approved Registration Application is attached hereto as Appendix B hereof and is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein.
- 4. New York State Sales Tax Certificate of Authority.** Should sales be taking place, 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 permitted location.
- 5. Insurance Requirements.**

Note: Craft/Merchandise vendors that do not sell or distribute any food, and that are granted a waiver from the commercial general liability (CGL) insurance requirements after they have certified that they are an unincorporated small businesses for which the provision of CGL insurance would impose an undue financial burden, are not required to provide proof of CGL insurance coverage (see Section 12). There are no waivers available for the workers' compensation, disability insurance and automobile insurance requirements. Also, wineries and microbrews are required to provide proof of liquor liability insurance.

The Vendor agrees to procure and maintain during the period covered by this agreement the following types of insurance:

Commercial General Liability (CGL) \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate

Automobile Liability, with at least the minimum limits provided by NYS law

WORKERS' COMPENSATION / DISABILITY INSURANCE:

Prior to this Permit Agreement becoming effective, Permittee must submit proof that they have the workers' compensation and disability benefits coverage required by the New York State Workers' Compensation Law, or proof that they are legally exempt from obtaining such coverage. Proof of compliance must be demonstrated in accordance with the requirements set forth by the New York State Workers' Compensation Board (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website,

www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on the bullet titled Prove It to Move It Program.)

Permittee shall notify the Office of General Services, Financial Administration Office, at least thirty (30) days prior to material change or cancellation of such coverage.

If employees will be working on, near or over navigable waters, US Longshore and Harbor Workers Compensation Act endorsement must be included.

All forms must name the Office of General Services – Financial Administration, 40th Floor, Mayor Erastus Corning 2nd Tower, Empire State Plaza, Albany, NY 12242, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder)."

If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on ISO occurrence form CG 00 01 10 and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, owners and contractors protective, cross liability coverage and liability assumed in a contract (including the tort liability of another assumed business contract). The above policy limits may be achieved through a combination of primary and umbrella policies.

A certificate of insurance must be filed with the NYS Office of General Services, Convention & Cultural Events, Room 130 Concourse, Empire State Plaza, Albany, New York 12242, or faxed to (518) 473-0558, evidencing such coverage before the Vendor is allowed to use space at the Plaza. Such certificate must indicate that the People of the State of New York and NYS Office of General Services, their officers, agents and employees are additional insureds on the policies and that the insurance policies may not be canceled without thirty (30) days written notice to NYS Office of General Services.

6. **Indemnification.** The Vendor agrees to defend, indemnify and save harmless OGS and the People of the State of New York and their officers, agents and employees 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 permitted location or the sale of products therefrom. Vendor's liability pursuant to this indemnity provision shall not be limited by the amount of any insurance coverages required to be maintained hereby.
7. **Rules.** The Vendor agrees to abide by any rules governing the operation of Vendors at the permitted location heretofore or subsequently adopted by OGS. Initial rules and guidelines, attached hereto as Appendix A, are expressly incorporated into and made part of this Agreement.
8. **Compliance.** The Vendor agrees to comply with the terms of this agreement and the rules pertaining to vending at the permitted location. Failure of the Vendor to comply with these terms will result in revocation of the permission to participate granted herein.
9. **Reservation.** OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of the scheduled event, 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.
10. **Assignment.** Vendor agrees not to assign this Vendor Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.
11. **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.

12. By initialing in this box [], the Vendor is applying for a waiver from the usual commercial general liability insurance requirements and it hereby certifies that it is a craft/merchandise vendor that will not sell or distribute any food at the event and, further, that it is an unincorporated small business for which the provision of CGL insurance would impose an undue financial burden. Vendor agrees that it will provide any documentation that may be requested by OGS to confirm these representations. **Vendor acknowledges that the workers compensation, disability insurance and automobile insurance requirements cannot be waived.**

13. Security Requirements. Vendor agrees that a condition precedent to the entry of it and its subcontractors, agents, suppliers, employees and guests on the permitted location, shall be compliance with all security requirements of OGS and the State Police applicable to the permitted location.

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

***Participants
Please Sign
Here***

By _____
Vendor
Name: _____
Title: _____

**Staff Use
Only**

THE PEOPLE OF THE STATE OF NEW YORK

By _____
OGS Convention & Cultural Events

Notary Page – To Be Completed by a Notary

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

If paying by credit card, please complete the form below and submit it with your application.



**New York State Office of General Services
Convention & Cultural Events Office**



Please charge my: Amount: \$_____

Account No. - - -

Expiration Date: / Billing Zip Code: -
Month Year

CVV2 (3 digit number on back of Visa/MC, 4 digits on front of AMEX) _____

Name: _____
Please Print

Signature: _____ Date: _____

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

..... OFFICE USE ONLY

Inv. # _____ Rec'd by _____ Program _____

APPENDIX A

VENDOR RULES & GUIDELINES

Please keep these guidelines for your reference. You do not need to include these pages in your application.

Application & Payment

- Vendor participation must be confirmed by the New York State Office of General Services (OGS); confirmation will not take place until the vendor's application(s) and full payment are received.
- Documents must be received by the deadline date; there is no day-of-event application.
- Participants must indicate on their application what products will be sold or what services will be promoted. Vendors who misrepresent themselves or their products for the purpose of securing booth space will forfeit participation in future events.
- Payment for vendor space may be charged or made by check, money order or credit card payable to: NYS Office of General Services.
- Once payment is made, refunds are not possible. Credit may be issued for exceptional circumstances, to be determined by OGS. Should a credit be issued, the cost of reserved parking may be withheld.
- Failure to pay outstanding invoices will forfeit future participation.

Booth Space

- Vendors participating in outdoor Plaza events are encouraged to take precautions for all weather conditions, especially wind. Tents must be properly weighted.
- Vendors must provide all equipment for their booth area, to include tables, chairs, canopies and tent weights if applicable. Equipment should be appropriately weighted. Canopies must remain in assigned spaces; please note driven stakes are not possible on the Plaza level.
- Due to limited vehicle space on the Plaza, OGS reserves the right to limit the number of vehicles allowed access for load-in purposes. Vendors occupying a 10' space are allowed two vehicles, a 20' space four vehicles, etc. Requests for additional vehicle space will be considered on a case by case basis.
- All booth placements will be at the discretion of OGS.
- Vendors may not share booth space for the purpose of reducing application fees.
- Booths may not be loaned or sublet to anyone other than the applicant.
- Booths must be attended at all times.
- Tax ID must be in plain view if sales are taking place.
- Prices must be prominently posted at the sales location.
- Vendors may bring their own tables or additional equipment as needed; all items must fit within the designated booth space.
- Vendors are encouraged to bring hand carts or wagons to assist with the transport of merchandise.
- Electrical outlets are available; vendors must provide their own extension cords and power strips.
- Vendors are expected to maintain the cleanliness of their booths at all times.
- Failure to leave the booth area in the condition it was provided will forfeit future participation.

Display Area

- Tables should be covered with material suitable for tables (tablecloths, cloth fabric, plastic, etc.)
- Any display units (shelves, racks, etc.) should be made of a suitable material to enhance the theme of the display or be covered, painted or in some way decorated to hide unfinished materials (unfinished plywood, particle board, etc.).
- Signage should be neat, legible and professional looking.
- The use of cardboard box ends or other found materials are not permitted for signage material.
- Novelty signs are permitted but must maintain a professional appearance.

Merchandise

- Ready-to-eat food products are not permitted for sale.
- All merchandise must be suitable for a family audience.
- Logo or designer products must be authenticated as under license from legitimate sources. Unauthorized replica, counterfeit, and “knock-off” merchandise is strictly prohibited.
- Quality of products for sale must not be of sub-standard quality, as reasonably determined by OGS.
- Items marked “close-out,” “seconds,” or similar are not permitted, nor are clothes items from which the tags have been removed or defaced so that they are illegible.
- Used goods, unless considered “collectibles” are not permitted.
- Yard sale, flea market, or swap meet type products and displays are not permitted.
- OGS reserves the right to restrict the sale of items of a dangerous or destructive nature. Examples include: knives, silly string, poppers, snakes, laser pointers or similar novelties, weapons, firework novelties, etc.
- OGS reserves the sole right to request removal of any products that it feels are not suitable for display and/or sale.

Electrical Services

- Electrical services must be requested on the application and will be provided to the best of the Plaza’s ability. There is no additional charge for this service.
- Vendors who require 220V service are required to provide their own leads to be hard-wired into power distribution panels by OGS electricians. For this reason, 220V vendors may be grouped together at the distribution panel. Vendors must indicate the length of their 220V lead. This information is essential to assist in vendor placement and to ensure access to 220V power. Should a vendor fail to provide this information, OGS will not be responsible if 220V electrical power is not available.

Food Vending

- Food vendors will be assigned a specific vending location on the Plaza; all space assignment will be at the discretion of OGS.
- Vendors may not share space for the purpose of reducing application fees.
- Vending areas may not be loaned or sublet to anyone other than the applicant.
- Vending areas must be attended at all times.
- Tax ID must be in plain view if sales are taking place.
- Prices must be prominently posted at the sales location.
- Vendors must provide all equipment for their vending area, to include tables, chairs, canopies and tent weights if applicable. Canopies must remain in assigned spaces; driven stakes are not possible.
- Electrical power is provided to each vendor. Power requirements must be provided on the application form.
- All LP - Gas tanks must have Hydro Test Tags date stamped within the past five years. Only one backup LP tank will be allowed.
- No open air cooking, smokers or anything that produces abnormal amounts of smoke, odors or fumes will be permitted without written permission and prior inspection of equipment by OGS.
- Vendors cooking with an open flame (LPG gas, charcoal, etc.) are required to have a 2A-10B-C (ABC) fire extinguisher. Deep fat frying requires a **Class K** extinguisher (silver - not red) in addition to the ABC extinguisher. Fire extinguishers must be charged and have been inspected within the last calendar year. New York State Office of Fire Prevention and Control will be on site to inspect extinguishers for compliance as well as other fire code regulations. Vendors who do not comply with these regulations will not be allowed to cook.

- The use of any public serving container made from or with the recycling code number 6, known as polystyrene foam is prohibited from use. Vendors found using items made of this material will be given one warning. Repeat use will result in loss of vending privileges with no credit or refund.
- Trash receptacles are provided for patrons only. All refuse (boxes, cans, oil-grease etc.) are the responsibility of the vendor. Dumpsters are provided on the Plaza for vendor disposal. Excessive trash should be monitored and disposed of throughout the event.
- Vendors are expected to maintain the cleanliness of vending areas at all times. Any staining resulting from oil(s) or grease shall be cleaned appropriately and thoroughly. Dumping of any substance except clean water into storm drains is prohibited.
- Failure to leave the vending area in the condition it was provided will forfeit future participation.

Food Products

- OGS reserves the right to limit the sale of certain brand soft drinks, or require that a specific brand be offered (example: Coke vs. Pepsi). Should a sponsorship option exist for an exclusive beverage, vendors will be given the choice to sell only that brand or omit the alternative brand beverage from its menu. Vendors will be advised of this once their application is confirmed by OGS.
- Vendors may only sell menu items previously approved on the County Health Department Vending Permit and applied for through their application to the Albany County Department of Health. Any requests for changes must be approved by the Albany County Department of Health and copied to OGS.
- To apply for a permit, specific documents must be included to prove Worker's Comp and Disability Insurance status. If the vendor is exempt, a specific document containing that information must be provided. Vendors seeking permission to sample must provide these documents with the vending application. Otherwise, the application will be returned.
- OGS reserves the right to prohibit the sale, display or distribution of certain items, if in its sole opinion these items may reasonably cause concern over public safety.
- OGS reserves the right to offer promotional sampling at all programs. This may include free samples of food and beverage items. All attempts will be made to provide this information to vendors prior to the event.

Parking

- Parking is available in the Visitors Lot (V Lot) located on P-3 North.
- Arrangements may be made for vehicles that are 6' 6" in height or higher to park in the P-1 North Lot.
- Arrangements may be made for vehicle access to the Plaza level.
- For all parking arrangements, see the Event Coordinator for direction and details.

General Conditions

- All participants are expected to conduct themselves with courtesy and in an orderly manner. Arguments, harassment, sexual harassment, name-calling, profane language, or fighting are grounds for revocation of the vendor permit.
- OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of the scheduled event at any time and without prior notice to the vendor.
- Vendors may not refer to themselves as a "sponsor," "co-sponsor" or other terms conferring status other than of a participant.
- OGS reserves the right to restrict the sale of items considered to be of dangerous or destructive nature (examples: weapons, firework novelties, etc.)
- OGS will not consent to the sale of merchandise containing the names, logos and/or images of New York State, the NYS Capitol, Empire State Plaza or Harriman State Campus.