

New York State Office of General Services
Convention & Cultural Events
Room 130 • Empire State Plaza • Albany, New York 12242

2012 Summer At The Plaza Application for Non-Food Vendors

Thank you for your interest in taking part in the New York State Office of General Services (OGS) **2012 Summer at The Plaza**. There is no admission fee to the public for attendance at these events. Vendor participation falls into two categories: Food Vendor and Non-food Vendor. **This application is for Non-Food Vendors and Foot Vendors.**

Non-Food Vendors

This includes vendors of handmade or commercial products, fine arts, crafts, clothing and accessories, books and general merchandise. Packaged, canned, jarred or otherwise processed food products that are intended to be taken home are also permissible. Service providers representing commercial and not-for-profit organizations, local, state and federal agencies, community and religious groups, and fraternal groups that utilize volunteer assistance are invited to participate. Information and sales for the purpose of fund raising are also permitted. *Please note: the sale or distribution of balloons is not allowed on Kid's Day.*

Foot Vendors

Foot Vendors are limited to the following items only: balloons, fresh or silk flowers, glow light or similar products, children's novelties. The following are expressly forbidden: foods and drink items, items of clothing, newspapers or other periodicals, any items that may potentially discolor Plaza surfaces or artwork. Vendors who have purchased a fixed booth location may not vend on foot unless they specifically purchase this option. OGS will supply credentials for each purchased foot seller - more than one seller will be allowed per vendor, provided each is paid for. *Please note: Foot Vendors are not allowed on Kid's Day.*

Sponsorship Opportunities: Organizations wishing a larger presence are encouraged to contact the Marketing Manager to fully discuss the many benefits of event sponsorship. Sponsorships are available in a wide range of price categories with commensurate levels of event related exposure. Please call Michael Snyder, our Marketing Director, at (518) 474-0538 if interested.

2012 Summer At The Plaza	Event Date	Application Deadline:
July 4th	July 4	June 20
Kids Day	July 8	June 22
African-American Family Day	August 4	July 20
Food Festival	August 15	August 1
Local Legends Live	September 8	August 24
Hispanic Heritage Celebration	September 22	September 8

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

This application is available from our website:

empirestateplaza.org

For additional information please contact Jason Rumpf
Tel (518) 473-2982 Fax (518) 473-0558
e-mail jason.rumpf@ogs.ny.gov

New York State Office of General Services
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Summer At The Plaza Vendor Checklist

Please use and submit this Vendor Checklist to ensure all necessary information is submitted. Failure to include ALL required documents will prevent participation in Summer At The Plaza.

- _____ **Vendor Information Sheet – Completed in Full**
- _____ **Vendor Application – Completed in Full**
- _____ **Vendor Permit Agreement – Completed in Full**
- _____ **Notary Document – Completed in Full**
- _____ **Insurance Document Provided**
- _____ **Electrical Service Requirements Provided**
- _____ **Payment in Full Provided**

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

Please Note: Any vendor with an outstanding payment owed to the NYS Office of General Services Convention & Cultural Events Office will be denied participation in Summer At The Plaza.

New York State Office of General Services
Convention & Cultural Events
2012 Summer at The Plaza Non-Food Vendor Application

Vendor Name: _____

Please indicate the event(s) you wish to participate in. Include Health Dept fee(s) if applicable.

Mandatory Albany Co. Temporary Health Permit

Required for food products - \$30 per event per vendor

\$ _____

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

July 4 (7/4) 3pm-10pm Load-in: Noon

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

\$ _____

Must purchase additional booth space for a larger area

On-Foot Vendor 1st Permit

_____ **\$75**

Each additional permit

_____ X **\$50**

\$ _____

Kid's Day (7/8) Noon-5pm Load-in: 9 am

Non-Food Vendor 10 ft x 10 ft Booth _____ X **\$100**

\$ _____

Must purchase additional booth space for a larger area

Not-for-Profit Group 10 ft x 10 ft Booth _____ X **\$25**

\$ _____

Must purchase additional booth space for a larger area

Note: Sale or distribution of balloons is not allowed

African American Family Day (8/4) Noon-7 pm Load-in: 9 am

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

\$ _____

Must purchase additional booth space for a larger area

On-Foot Vendor 1st Permit

_____ **\$75**

Each additional permit

_____ X **\$50**

\$ _____

Not-for-Profit Group 10 ft x 10 ft Booth _____ **\$75**

Each additional 10 ft

_____ X **\$50**

\$ _____

Food Festival (8/15) 11am-9pm Load-in: 7 am

Non-Food Vendor 10 ft x 10 ft Booth _____ X **\$150** \$ _____
Must purchase additional booth space for a larger area

On-Foot Vendor 1st Permit _____ **\$75**
Each additional permit _____ X **\$50** \$ _____

Not-for-Profit Group 10 ft x 10 ft Booth _____ **\$75**
Each additional 10 ft _____ X **\$50** \$ _____

Local Legends Live (9/8) 2pm-9 pm Load-in: 9 am

Non-Food Vendor 10 ft x 10 ft Booth _____ X **\$75** \$ _____
Must purchase additional booth space for a larger area

On-Foot Vendor 1st Permit _____ **\$50**
Each additional permit _____ X **\$25** \$ _____

Not-for-Profit Group 10 ft x 10 ft Booth _____ X **\$50** \$ _____
Must purchase additional booth space for a larger area

Hispanic Heritage Celebration (9/22) 3-8 pm Load-in: Noon

Non-Food Vendor 10 ft x 10 ft Booth _____ X **\$75** \$ _____
Must purchase additional booth space for a larger area

On-Foot Vendor 1st Permit _____ **\$50**
Each additional permit _____ X **\$25** \$ _____

Not-for-Profit Group 10 ft x 10 ft Booth _____ X **\$50** \$ _____
Must purchase additional booth space for a larger area

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

New York State Office of General Services
Convention & Cultural Events
2012 Summer at The Plaza Non-Food Vendor Information

Please complete and return along with Permit Agreement and payment.

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 # _____

Products you will be selling (please be specific):

Vehicle/Passenger Information: *Please print clearly - Failure to provide complete driver and vehicle information may delay or prevent vehicle 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 _____
(If applicable)

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

Driver's License Number & State: _____

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

Driver 4 Name (Exactly as it appears on license): _____

Driver's License Number & State: _____

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

New York State Office of General Services
Convention & Cultural Events
2012 Summer at The Plaza Non-Food Vendor

Electrical Service Requirements

There is no additional fee for electrical service, however, you must supply the information below in order for service to be provided:

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.

Please make checks payable to: NYS Office of General Services

Return completed application with payment to:

**NYS Office of General Services
PO Box 2117
Albany, NY 12220**

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

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 management supervision 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 any food, and that are granted a waiver after they have certified that they are unincorporated small businesses for which the provision of insurance would impose an undue financial burden are not required to provide proof of insurance coverage (see Section 12). 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 \$1,000,000 Combined Single Limit

WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:

Workers' compensation law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. This requirement applies to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid. Proof of Compliance with Workers' Compensation Coverage Requirements: ACORD forms are NOT acceptable proof of workers' compensation coverage. In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:

- A) Be legally exempt from obtaining workers' compensation insurance coverage; or
- B) Obtain such coverage from insurance carriers; or
- C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (wcb.ny.gov); (Reference OGS Convention and Cultural Events vending on the form)

B) Certificate of Workers' Compensation Insurance:

1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or

2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.

C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.

D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:

A) Be legally exempt from obtaining disability benefits coverage; or

B) Obtain such coverage from insurance carriers; or

C) Be a Board-approved self-insured employer.

Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:

A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (wcb.ny.gov); (Reference OGS Convention and Cultural Events vending on the form)

B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or

C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.

ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: The Office of General Services, Convention & Cultural Events, Concourse - Room 130, 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 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 insurance requirements and it hereby certifies that it is a craft/merchandise vendor that will not sell any food at the event and, further, that it is an unincorporated small business for which the provision of 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.
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

THIS IS TO BE COMPLETED IN FULL 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

SUMMER AT THE PLAZA VENDOR RULES & GUIDELINES

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.
- 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.
- Quantity and quality of products for sale must be sufficient to be considered first quality.
- Items marked “close-out,” “seconds,” or similar are not permitted.
- 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 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.

To pay with your credit card...

Please complete the form below and return with your application.

Thanks!

New York State Office of General Services
Convention and Cultural Events Office



Please charge my: Amount: \$_____

Account No. - - -

Expiration Date: / Billing Zip Code: -
Month Year

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 _____