



# OGS 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" or "Permittee").

## WITNESSETH

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

WHEREAS, OGS, through its Convention & Cultural Events Office (hereinafter referred to as "OGS CCE"), wishes to permit food, craft, merchandise and other vendors to take part in community events for the sale and distribution of certain products, services and information (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, which must be submitted for possible incorporation into this Permit Agreement.
- 2. Location.** The Vendor Area will be located in designated areas at the Plaza and Harriman 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 Vendor Application(s) with the OGS CCE who will sponsor the event, to be submitted and approved by OGS CCE before incorporation into this agreement. Space will be allocated by OGS CCE, per the Vendor's Application request and in accordance with the Vendor Grading Criteria found in Appendix A hereto, which appendix is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein. Vendor is hereby granted a non-exclusive right, for those events that are approved by OGS on the Vendor Application(s), to occupy and use the specified booth space for such events on the dates and at the consideration detailed on the Vendor Application. The Vendor's completed and approved Vendor Application(s) is (are) attached hereto as Appendix B hereof and is (are) hereby incorporated by reference and made a part hereof as fully as if set forth at length herein. The parties hereby acknowledge and agree that Appendix B may be amended from time to time if Vendor is approved for additional events, with the approved Vendor Applications therefor being appended to Appendix B and thereby incorporated by reference 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 Commercial General Liability insurance would impose an undue financial burden are not required to provide proof of Commercial General Liability insurance coverage (see Section 12). Wineries, microbrews, distilleries and cideries are additionally required to provide proof of liquor liability insurance with a policy limit of no less than \$1,000,000.**

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.

**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](http://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, Convention & Cultural Events, 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 – Convention & Cultural Events, Room 120 Concourse, Empire State Plaza, Albany, New York 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 120 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 on OGS property. 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 acknowledges that its use of OGS property must in all cases comply with all provisions of Parts 300 and 301 of Title 9 of the New York Codes Rules and Regulations. The Vendor further agrees to abide by any specific rules governing the operation of Vendors at the permitted location heretofore or subsequently established by OGS. Initial rules and guidelines are attached hereto as part of Appendix A hereto, and 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 Permit Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.
- 11. Force Majeure.** If the event(s) is (are) 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(s) in the opinion of OGS financially infeasible or impractical, it is understood and agreed such affected events 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 any food at the event(s) and, further, that it is an unincorporated small business for which the provision of Commercial General Liability 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(s), shall be compliance with all security requirements of OGS and the New York State Police applicable to the permitted location(s).
- 14.** The Vendor shall procure all licenses, certificates, permits or other authorizations from all governmental authorities having jurisdiction over the operations of the Permittee at the Premises that may be necessary for the lawful conduct of its operation.
- 15.** In no case will the consideration payable to OGS under this Permit Agreement exceed \$10,000.00 without an amendment hereto signed by both parties and approved by the State Comptroller.

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

**[ ]** *By initialing this box, I attest that I have read, understand, and agree to the Vendor Rules & Guidelines attached hereto.*

**Participants**  
**Please Sign Here**

By: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
Print

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

**Staff Use Only**

THE PEOPLE OF THE STATE OF NEW YORK

By: \_\_\_\_\_

# 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 20\_\_ before me personally appeared \_\_\_\_\_, known to me to be the person who executed the attached Permit Agreement, 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 \_\_\_\_\_, 20\_\_

\_\_\_\_\_

Notary Public

## Vendor Grading Criteria

**Food Vendors** will be chosen by a selection committee utilizing the following criteria:

- Vendor's proposed menu items. Evaluators will make best efforts to provide an assortment of products to the public. Points will be determined with variety in mind and preference for unique offerings (25%).
- Total proposed costs (quality and price of food) (10%).
- Completeness of the information provided with the Permit Agreement and the Vendor Application (15%).
- Presentation of booth and signs (photos required) (15%).
- Experience in providing food vendor services in similar events (company biography, resume) (10%).
- How Vendor's food items fit into the spirit and character of the event (25%).

**Non-Food Vendors** will be chosen by a selection committee utilizing the following criteria:

- Experience in providing services in similar events (company biography, resume) (15%).
- Total proposed costs (quality and price of items for sale) (20%).
- Completeness of the information provided with the Permit Agreement and the Vendor Application (20%).
- Presentation of booth and signs (photos required) (20%).
- How Vendor's sale items fit into the spirit and character of the event (25%).

**Farmers Market Vendors** will be chosen by a selection committee utilizing the following criteria:

- Description of product – Evaluator will make best efforts to provide an assortment of products to the public. Points will be determined with variety in mind and preference for unique offerings (35%).
- Commitment to the program – Those committing to full season participation will receive all ten points, with others receiving a roughly proportional amount of points related to their period of participation (10%).
- Professional Farmers Market Experience – Please list all applicable markets and participation periods (25%).
- Presentation of booth and signs. Provide a photo of your proposed booth set-up (20%).
- Quality and Detail of the application. (10%)

For all of the above categories, those receiving a score of 75% or above will be awarded participation at the event, subject to space limitations at each event. Should the number of Vendors receiving a score of 75% or above exceed the space limitations, participation will be awarded to those achieving the highest scores.

Vendors will not be allowed to provide vending services at the events until they are in receipt of written approval of their application to participate.

# VENDOR RULES & GUIDELINES - EMPIRE STATE PLAZA & HARRIMAN CAMPUS

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## **SECTION 1: ALL VENDORS**

- Exhibitors are not permitted to sell, advertise or distribute literature outside of their assigned area.
- *Absolutely no hawking permitted.*
- Political election campaign booths are not permitted.
- For the Mystic Fair: Vendors providing information that is not related to the theme of the event are not permitted. Please contact the event coordinator for further information.

### **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 along with their Permit Agreement and/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.
- Vendors must have a Permit Agreement and all necessary documentation for the calendar year on file with OGS Special Events Office in order to be eligible for events at the Empire State Plaza and Harriman Campus. Permit Agreements can be found at: <http://www.ogs.ny.gov/ESP/CCE/Vendors.asp>
- Payment for vendor space may be charged by credit card, or made by check or money order payable to: NYS Office of General Services.
- Once payment is made, refunds are not possible unless application is not accepted by OGS. 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.

### **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.
- The use of generators is prohibited unless there is prior approval from OGS.
- OGS reserves the right to prohibit the use of any extension cords or power strips that it determines in its sole judgment to be in an unsafe condition.
- 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 of a destructive nature (examples: weapons, firework novelties, laser pointers, 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.

### **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 and signage 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.
- 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.

## **Parking**

### **Empire State Plaza**

- Concourse Events - Parking is available in the Visitors Lot (V Lot) located on P-3 North.
- Plaza Events – Arrangements may be made for vehicle access to the Plaza level.
- Arrangements may be made for vehicles that are 6’ 6” in height or higher to park in the P-1 North Lot.
- Art on the Plaza outdoor parking is available on the Plaza level.
- If a rain call is made, parking is available in the Visitors Lot (V Lot) located on P-3 North.
- For all parking arrangements, see the Event Coordinator for direction and details.

### **Harriman Campus**

- Parking spaces are available in Parking Lot “D.” A permit must be obtained from the Event Coordinator prior to the event.
- Vendors may drive their vehicles close to their vending site for the limited purpose of load-in/load-out.
- Vehicles will not be permitted to remain at the site during vending hours. Should it become necessary, any vehicles left at vending sites will be towed at owner’s expense.
- Only vehicles vital to the operation of a food cart will be permitted to remain on site with prior approval from OGS.

## **Booth Space**

### **General Booth Space**

- 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.

### **Concourse Booths**

- OGS will provide tables and chairs for vendor booths on the Concourse.

### **Plaza and Campus Craft Shows**

- Vendors must bring their own tables or additional equipment as needed; all items must fit within the designated booth space.
- OGS does not provide tables and chairs for vendor booths on the Plaza.
  - If a rain call is made and the event moves to the Concourse, 1 table and 2 chairs will be provided.
- OGS does not provide tables and chairs for vendor booths at the Campus.
  - If a rain call is made, the event will be moved to the following Friday.
- 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 permitted 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. Requests for additional vehicle space will be considered on a case by case basis.

### **Insurance**

- Vendors must provide a certificate of insurance which includes the coverage specified in the Permit Agreement
  - **Note: Vendors wishing to apply for a waiver must meet the terms outlined in Section 12 of the Permit Agreement.**
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## **SECTION 2: FOOD VENDORS**

*The following rules and guidelines are **in addition to** the general rules and guidelines in Section 1.*

### **Food Vendors – Plaza 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 permitted on the Plaza level.
- Vendors should provide absorbent mats in their cooking areas to prevent damage to the grounds and unsafe work area. (e.g. grease stains, slip hazards, etc.)
- Electrical outlets are available upon request; vendors must provide their own extension cords and power strips.

### **Lunchtime Food Vending Program – Plaza**

- Vendor load-in is between 8:00 a.m. and 10:30 a.m. Load-out is between 2:00 p.m. and 3:30 p.m. All Vendors must enter and depart the vending area from the Madison Avenue Gates
- Vehicles will not be permitted to enter or move about on the Plaza between 10:30 a.m. – 2:00 p.m.
- Vending hours are from 8:00 a.m. - 2:00 pm. Vendors are not allowed to sell prior to or after these hours.
- Arrival and departure times will be strictly enforced. Anyone moving vehicles between 10:30 am to 2:00 pm will receive one warning. Repeat violations will result in loss of vending privileges. Vending fees will not be credited or refunded.

### **Lunchtime Food Vending Program – Harriman Campus**

- Vendor load in shall be between 7:00 a.m. and 11:00 a.m. All Vendors must enter and depart the vending area from the main exit between Bldg. 8A and Bldg 4.
- Vehicles will not be permitted to enter the food court after 11:00 a.m.
- No vehicle will be permitted to depart the food court prior to 2:00 p.m.
- Vending hours will be 7:00 a.m. - 2:00 pm. Vendors are not allowed to sell prior to or after these hours.
- Arrival and departure times will be strictly enforced. Anyone moving vehicles between 11:00 am to 2:00 pm will receive one warning. Repeat violations will result in loss of vending privileges. Vending fees will not be credited or refunded.
- Vendor space must not exceed 24 feet unless approved by OGS.
- Trash receptacles are provided for patrons only. All refuse (boxes, cans, oil, grease, etc.) are the responsibility of the vendor and must be removed.
- The NYS Department of Environmental Conservation has indicated the location of the daily food service program lies within a protected watershed area. The release of any material into storm drains or other drainage areas that could contribute to the contamination of this watershed area is strictly prohibited. This includes cooking liquids, steam table liquids grease or any other liquid. Waste liquids should be removed from the site by the vendor.
- Electrical power is provided to each vendor. A maximum limit of 20 amps, 110 volts, is available. Should an additional electrical outlet be available in an adjacent space, OGS reserves the right to designate or refuse use of the outlet. Vendors must provide their own extension cords and power strips.

## Electrical Services

- Electrical services must be requested on the application and will be provided to the best of the OGS'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.
- Please ensure your equipment is in proper working order. It is not OGS's responsibility to repair equipment.

## Food Vending

- Food vendors will be assigned a specific vending location on the Plaza; all space assignment will be at the discretion of OGS.
- 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.
- If you are cooking with an open flame - LPG gas, charcoal, etc. you are required to have a 2A-10B-C (**ABC**) fire extinguisher. Vendors cooking with wood or charcoal are required to have a 2A (2 1/2 gallon pressurized water fire extinguisher). Additionally, if you are deep fat frying, you will need a **Class K** (silver - not red) extinguisher in addition to the aforementioned **ABC** extinguisher. Make sure your extinguishers are 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 your extinguishers for compliance as well as other fire code regulations. If you do not comply with these regulations you 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 violations 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.
- 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.

## 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 Compensation and Employee Disability Insurance compliance. 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.
- **Food Festival "Products of NY Market."** The market is a growers or producers only market. Participants may sell only items grown or directly produced by them. All products must be New York State grown or produced. Reselling is not allowed.
- Pre-packaged food products must be prepared in a commercial, inspected kitchen. Pre-packaged food products are defined as bagged, jarred, canned, bottled or processed. Specialty food products refer to packaged items not intended to be eaten on the spot.

- 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, baked goods and New York State wines, spirits and cider. All vendor products at the Products of NY 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, NYS Cideries and NYS Distilleries rules.
  - Beer is not permitted for sale.
  - New York State wineries, New York State cideries and New York State Distilleries are additionally required to provide proof of liquor liability insurance
  - New York State wineries, New York State cideries and New York State Distilleries cannot sell by the glass. All sales must be by the bottle. Consumption is not intended for onsite.
  - If sampling alcohol vendor must provide a copy of their tasting permit with their application. Vendor must have their tasting permit onsite at event.
  - No more than three (3) tasting samples per day may be provided by a vendor to any one individual. No pitchers of beer, bottles of unopened or opened beer, cider, wine or liquor may be dispensed.
  - No fee shall be charged by an Authorized Food Service Operator/Vendor to a consumer attending or participating in a tasting.
  - Tasting sample sizes shall be limited in accordance with SLA rules.
  - In compliance with Alcoholic Beverage Control Law § 65, Authorized Food Service Operators/Vendors shall not serve alcohol to any person actually or apparently under the age of 21, to any person who is visibly intoxicated, or to any habitual drunkard known to be such to the Vendor or its employees.
  - All servers dispensing alcohol must meet all requirements of all State and local laws and regulations.
  - Vendors shall indemnify and hold the State harmless from all claims, judgments, liabilities, losses, obligations, damages, costs and expenses, including, without limitation, reasonable attorney fees arising from the conduct of any tasting on State premises by the Vendor.
  - OGS reserves the right to monitor compliance with these requirements and the failure to adhere to them shall be considered to be a breach of the Vendor's Permit Agreement with OGS and shall allow OGS to avail itself of all remedies available under such agreement or at law or in equity, including, but not limited to, termination of the agreement.
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### **SECTION 3: FARMERS (Plaza and Campus)**

*The following rules and guidelines are in addition to the general rules and guidelines in Section 1.*

#### **Application & Payment**

- Documents must be received at least two weeks prior to the vendor's first market; there is no day-of-event application.

#### **Arrival & Departure Times**

- Entrance into the Farmers' Market will begin no sooner than 8:00 a.m. All booths must be set and ready to commence with business at 10:00 a.m.
- Market hours will be 10:00 a.m. – 2:00 pm. Farmers are not allowed to sell after these hours.
- Arrival and departing times will be strictly enforced.
- Summer Only - Anyone moving vehicles during service time will receive one (1) warning; repeat offenders will lose their right to operate on NYS property, without right to any refund or credit.

#### **Assigned Market Area**

- All booth locations will be assigned by the OGS Market Manager.
- Only one location per farmer will be issued. Location changes are permitted only with written, prior approval from OGS.
  - Winter Only –
    - Booth size is 10' deep x amount you purchased wide.
    - Limited electrical power is available at market.
  - Summer Only –

- Booth size is approximately 15'X15'.
- Electrical power is not available at market.

### **Insurance**

- Vendors must provide a certificate of insurance which includes coverage as specified in the Permit Agreement.
- New York State wineries, New York State microbreweries, New York State Cideries and New York State Distilleries are additionally required to provide proof of liquor liability insurance as specified in the Permit Agreement.

### **Market Products**

- The market is a growers or producers only market. Participants may sell only items grown or directly produced by them. All products must be New York State grown or produced. Reselling is not allowed.
- Further, except for alcoholic beverages, cut and dried flowers, non-food producing plants, only items constituting "food" under the federal Supplemental Nutrition Assistance Program, as defined at 7 United States Code Section 2012(k), shall be sold at the Market. This generally precludes hot foods and any other prepared foods meant to be eaten on site.
- Craft/merchandise items are not allowed. Vendors wishing to sell such items are invited to visit the vendor website for a list of craft/merchandise opportunities: <http://ogs.ny.gov/plaza/>
- Applications for approved products will be accepted on an on-going basis until maximum capacity is met.
- 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.
- Cooking is not allowed at the Market.
- Food product sampling is allowed so long as the sampling falls within the guidelines outlined by the NYS Department of Agriculture & Markets.
- 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.
- Pre-packaged food products must be prepared in a commercial, inspected kitchen. Pre-packaged food products are defined as bagged, jarred, canned, bottled or processed. Specialty food products refer to packaged items not intended to be eaten on the spot.
- 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, baked goods and New York State wines, spirits and beer (alcoholic beverages may only be sold at the Empire State Plaza markets). All vendor products at the Farmers' 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, NYS Breweries and NYS Distilleries rules.
- New York State Wineries may display and sell their products at the Empire State Plaza farmers' markets. New York State "craft breweries" producing 60,000 barrels/year or less can sell beer by the bottle at the farmers' markets, but must obtain a no-fee permit from the NYS Liquor Authority. A copy of the permit must be posted at the Market. Please visit <http://sla.ny.gov/system/files/BrewerOffPremisesPermit.pdf>
  - If sampling alcohol vendor must provide a copy of their tasting permit with their application. Vendor must have their tasting permit onsite at event.
  - No more than three (3) tasting samples per day may be provided by a vendor to any one individual. No pitchers of beer, bottles of unopened or opened beer, cider, wine or liquor may be dispensed.
  - No fee shall be charged by a vendor to a consumer attending or participating in a tasting.
  - Tasting sample sizes shall be limited in accordance with SLA rules.
  - In compliance with Alcoholic Beverage Control Law § 65, Authorized Food Service Operators/Vendors shall not serve alcohol to any person actually or apparently under the age of 21, to any person who is visibly intoxicated, or to any habitual drunkard known to be such to the Vendor or its employees.
  - All servers dispensing alcohol must meet all requirements of all State and local laws and regulations.
  - Vendors shall indemnify and hold the State harmless from all claims, judgments, liabilities, losses, obligations, damages, costs and expenses, including, without limitation, reasonable attorney fees arising from the conduct of any tasting on State premises by the Vendor.
  - OGS reserves the right to monitor compliance with these requirements and the failure to adhere to them shall be considered to be a breach of the Vendor's Permit Agreement with OGS and shall allow OGS to avail itself of all remedies available under such agreement or at law or in equity, including, but not limited to,

termination of the agreement.

- 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 violations will result in loss of vending privileges with no credit or refund.
- All refuse is the responsibility of the Vendor and must be removed from the premises.
- OGS reserves the right to inspect the farm or work location of any participant. The primary purpose of an inspection will be to determine whether the member is in fact producing all that he/she is selling at the market. Inspections shall be coordinated between the Vendor and the Market Manager.

### **Parking**

- Parking spaces are available in designated areas. See Market Manager for direction and details.
- The Empire State Plaza is considered a secure government facility. All vehicles participating in market must have prior security clearance. Driver and vehicle information must be accurate for each market session. Changes will be possible up to 48 hours prior to each market day.
- Regular parking fees are in effect.