

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

Dear Farmers Market Participant,

We are pleased to provide you with application information for the 2013 Summer Farmers' Markets at the Empire State Plaza and Harriman State Office Campus in Albany. Summer markets take place for six months from May until October. We invite you to review the material and consider participating. Some highlights:

- Membership to a market association to participate is not required.
- Market is a growers/producers market only - craft/merchandise vendors are not allowed.
- Market locations are accredited by NYS Agriculture & Markets for Farmers Market Nutrition and other programs.
- Information is available on-line at empirestateplaza.org; see Convention & Cultural Events, Farmers Markets.

Sending an application does not guarantee acceptance. Please mail completed documents and payment to:

NYS Office of General Services
Convention & Cultural Events
Concourse – Room 130
Empire State Plaza
Albany, NY 12242

Please share this information with others who may want to participate. With your involvement, we can continue to offer quality products and make the Summer Farmers' Markets a premium event for all to enjoy. If you have any questions, please feel free to call me at (518) 473-2982 or e-mail me at jason.rumpf@ogs.ny.gov

Thank you,

Jason Rumpf
Market Manager

New York State Office of General Services
Convention & Cultural Events

Farmer's Market Contact & Vehicle Information
Summer Market 2013

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):

Anticipated start/end dates: _____ / _____

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: _____

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

Driver's License Number & State: _____

Please indicate:

Vehicle Make, Model, Year	Vehicle Plate Number	Reg. Type (Passenger/Commercial/Ag)
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1) _____	_____	_____
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Vehicle Length _____	Trailer Length _____	
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2) _____	_____	_____
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Vehicle Length _____	Trailer Length _____	
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**New York State Office of General Services
Convention & Cultural Events
Farmer's Market Schedule
Summer Market 2013**

Business Name: _____

Contact Person: _____

To facilitate vehicle entry, it is necessary to know which markets you plan to attend:

- Wednesday Market at the Empire State Plaza
 I plan on attending **ALL** Wednesday markets
 I plan on attending the following Wednesday markets ONLY:

May	<input type="checkbox"/> 1	<input type="checkbox"/> 8	<input type="checkbox"/> 15	<input type="checkbox"/> 22	<input type="checkbox"/> 29	☐ = Pay Week
June	<input type="checkbox"/> 5	<input type="checkbox"/> 12	<input type="checkbox"/> 19	<input type="checkbox"/> 26		
July		<input type="checkbox"/> 10	<input type="checkbox"/> 17	<input type="checkbox"/> 24	<input type="checkbox"/> 31	<i>Note: Market will not be held on July 3rd.</i>
August	<input type="checkbox"/> 7	<input type="checkbox"/> 14	<input type="checkbox"/> 21	<input type="checkbox"/> 28		
September	<input type="checkbox"/> 4	<input type="checkbox"/> 11	<input type="checkbox"/> 18	<input type="checkbox"/> 25		
October	<input type="checkbox"/> 2	<input type="checkbox"/> 9	<input type="checkbox"/> 16			Total Number of Market Weeks: _____

- Thursday Market at the Campus
 I plan on attending **ALL** Thursday markets
 I plan on attending the following Thursday markets ONLY:

May	<input type="checkbox"/> 2	<input type="checkbox"/> 9	<input type="checkbox"/> 16	<input type="checkbox"/> 23	<input type="checkbox"/> 30	☐ = Pay Week
June	<input type="checkbox"/> 6	<input type="checkbox"/> 13	<input type="checkbox"/> 20	<input type="checkbox"/> 27		
July		<input type="checkbox"/> 11	<input type="checkbox"/> 18	<input type="checkbox"/> 25		<i>Note: Market will not be held on July 4th.</i>
August	<input type="checkbox"/> 1	<input type="checkbox"/> 8	<input type="checkbox"/> 15	<input type="checkbox"/> 22	<input type="checkbox"/> 29	
September	<input type="checkbox"/> 5	<input type="checkbox"/> 12	<input type="checkbox"/> 19	<input type="checkbox"/> 26		
October	<input type="checkbox"/> 3	<input type="checkbox"/> 10	<input type="checkbox"/> 17			Total Number of Market Weeks: _____

- Friday Market at the Empire State Plaza
 I plan on attending **ALL** Friday markets
 I plan on attending the following Friday markets ONLY:

May	<input type="checkbox"/> 3	<input type="checkbox"/> 10	<input type="checkbox"/> 17	<input type="checkbox"/> 24	<input type="checkbox"/> 31	☐ = Pay Week
June	<input type="checkbox"/> 7	<input type="checkbox"/> 14	<input type="checkbox"/> 21	<input type="checkbox"/> 28		
July		<input type="checkbox"/> 12	<input type="checkbox"/> 19	<input type="checkbox"/> 26		<i>Note: Market will not be held July 5th.</i>
August	<input type="checkbox"/> 2	<input type="checkbox"/> 9	<input type="checkbox"/> 16	<input type="checkbox"/> 23	<input type="checkbox"/> 30	
September	<input type="checkbox"/> 6	<input type="checkbox"/> 13	<input type="checkbox"/> 20	<input type="checkbox"/> 27		
October	<input type="checkbox"/> 4	<input type="checkbox"/> 11	<input type="checkbox"/> 18			Total Number of Market Weeks: _____

Prices

Full Market Participation (24-25 weeks) \$200.00 per space/per
13 – 23 Weeks Participation \$ 10.00 per week/per space
6 – 12 Weeks Participation \$ 12.50 per week/per space
5 or less Weeks Participation \$ 15.00 per week/per space
Each market day is considered a separate market. i.e. Participation for a full season Wednesday and Friday would cost \$400.

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

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

Empire State Plaza & Harriman State Campus Summer Farmers' Market 2013

THIS PERMIT AGREEMENT, made this ____ day of _____, 2013 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, wishes to establish during the summer months, the outdoor operation of public markets for the sale and distribution of certain local farm products (hereinafter referred to as "Farmers' Market"), and

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

- Wednesday - Empire State Plaza Market *May 1 – October 16, 2013 24 weeks*
- Thursday - Harriman Campus Market *May 2 – October 17, 2013 24 weeks*
- Friday - Empire State Plaza Market *May 3 – October 18, 2013 24 weeks*

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

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

1. **Operation.** *The Farmers' Market will operate from Wednesday, May 1, 2013, through Friday, October 18, 2013 on each consecutive Wednesday, Thursday and Friday during those periods. The hours of operation shall be from 10 a.m. until 2 p.m. In addition, the Vendor is granted sixty minutes set-up and take-down before and after the hours of operation.*
2. **Location.** *The Farmers' Market will be located in designated areas on Wednesdays and Fridays at the Empire State Plaza and on Thursdays at the Governor W. Averell Harriman State Office Campus. Vending spaces are approximately 15 ft wide by 15 ft deep. Adjacent space for a vehicle is provided with the exception as those Plaza spaces noted as "Side Spaces." Electrical power is not available.*
3. **Application.** *In consideration of the permission to occupy space and sell farm products at the Farmers' Market, the Vendor agrees to complete this permit agreement and registration application, and return along with payment of vendor fees. Space will be allocated by OGS in accordance with the agreement.*
4. **Products.** *Participants shall agree to the rules and guidelines included herein. Participants who process the following under Department of Agriculture approved processing methods at an inspected facility may sell: canned or jarred fruits, vegetables, pickled products, sauces, relishes and other low-acid foods, meats, and New York State wines and beer. All vendor products at the Summer Farmer's Market and the handling of these products must be in compliance with the New York State Department of Agriculture and Markets Sanitary guidelines and NYS Farm Wineries and NYS Breweries rules.*
5. **Payment.** *To encourage participation for the Summer Farmer's Market season, a reduced rate will be applied for participants who participate for the entire market. However, to encourage seasonal diversity and specialties, vendors may participate at less than the full market season. The fee schedule shall be as follows:*

Full Market Participation (24-25 weeks)	\$200.00 per space
13 – 23 Weeks Participation	\$ 10.00 per week/per space
6 – 12 Weeks Participation	\$ 12.50 per week/per space
5 or less Weeks Participation	\$ 15.00 per week/per space

6. **New York State Sales Tax Certificate of Authority.** *The Vendor agrees to procure and maintain during the period covered by this agreement a valid New York State Sales Tax Identification Certificate. A copy of*

the Sales Tax Certificate of Authority must be displayed in a prominent location at all times while at the Farmers' Market.

7. **Liability Insurance.** The Vendor agrees to procure and maintain during the period covered by this Agreement the following types of insurance: *Commercial General Liability (CGL) \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate; Automobile Liability Combined Single Limit; Worker's Compensation, Employers Liability and Disability Benefits as required by New York State Law.* A certificate of insurance must be filed with the NYS Office of General Services, Convention & Cultural Events Office, Concourse – Room 130, Empire State Plaza, Albany, New York 12242, or faxed to (518) 473-0558, evidencing such coverage before the Vendor is allowed a booth at the Farmers' Market. Vendors shall be responsible for the payment of any Automobile, Workers Compensation or Employers' Liability Insurance required by law.
8. **Indemnification.** The Vendor agrees to defend, indemnify and save harmless OGS and the State of New York and its officers, employees and agents against any and all claims, demands or causes of action arising out of any loss of or damage to property or injury or death of any person which may be due in any manner to the installation, use, maintenance, state of repair or presence of the Vendor's stand, booth or other installation or structure of any kind at the Farmers' Market or the sale of products there from.
9. **Rules and Regulations.** The Vendor agrees to abide by any rules and regulations governing the operation of the Farmers' Market heretofore or subsequently adopted by OGS. Initial rules and regulations, attached hereto as Appendix A, are expressly incorporated into and made part of this agreement.
10. **Compliance.** The Vendor agrees to comply with the terms of this Agreement and the rules and regulations pertaining to the Farmers' Market. Failure of the Vendor to comply with these terms will result in revocation of the permission to occupy a booth at the Farmers' Market granted herein.
11. **Reservation.** OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of the Farmers' Market, at any time and without prior notice to the Vendor. OGS will make reasonable efforts to provide advance notice to Vendors of any changes or cancellations.
12. **Assignment.** Vendor agrees not to assign this Vendor Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.
13. **Force Majeure.** If the event is rendered impossible or infeasible by destruction or damage to the facility, or by any act or regulation by any governmental body, civil tumult, strike, epidemic, condition of war, or any other condition determined by OGS to represent or constitute a threat to the safety of the public or the intended audience or facilities, including, but not limited to, the then current status of the state or federal alert systems, or by the restricted availability of motor fuel for the audience which renders this type of event in the opinion of OGS financially infeasible or impractical, it is understood and agreed this agreement shall be cancelled and that there shall be no claim for damages by either party to this agreement. In the case of such a cancellation, the Permittee will not be entitled to a refund of any deposit or fees paid, but Permittee will receive a credit in the amount of such pre-paid amounts towards a rebooking or another event, provided they occur within one year of the scheduled date for the original event.

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

VENDOR

By _____

Print Name: _____

Business Name: _____

Date: _____

THE PEOPLE OF THE STATE OF
NEW YORK

By: _____

NYS Office of General Services
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 said limited liability company as the act and deed of said limited liability company

Sworn to before this

_____ day of _____, 201____

Notary Public

SUMMER FARMERS' MARKETS 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 at least two weeks prior to the vendor's first market; 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 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.
- Failure to pay outstanding invoices will forfeit future participation.

Arrival & Departure Times

- Entrance into the Farmers' Market will begin no sooner than 8:00 AM. All booths must be set and ready to commence with business at 10:00 AM.
- No vehicle will be permitted to depart the Market prior to 2:00 p.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. Anyone moving vehicles during service time will receive one (1) warning; repeat offenders will lose their right to operate on NYS property.

Assigned Market Area

- All booth locations will be assigned by the OGS Market Manager. Selling space is approximately 15' x 15'.
- Only one location per farmer will be issued. Location changes are permitted only with written, prior approval from OGS.
- Vendors may not share space for the purpose of reducing application fees.
- Market areas may not be loaned or sublet to anyone other than the applicant.
- Market 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, carrying carts and tent weights if applicable. Canopies must remain in assigned spaces; please note driven stakes are not possible on the Plaza level.
- Vendors are expected to maintain the cleanliness of their area and maintain reasonable standards of sanitation at all times.
- Failure to leave the Market area in the condition it was provided will forfeit future participation.
- Electrical power is not provided at market.

Insurance

- Vendors must provide a certificate of insurance which includes the following coverage:
 - ✓ Commercial General Liability (CGL) \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate
 - ✓ Workers' Compensation Insurance and Disability Benefits Requirements wcb.ny.gov
 - ✓ Automobile Liability \$1,000,000 Combined Single Limit
- New York State wineries, New York State microbreweries and New York State Distilleries are required to provide proof of liquor liability insurance.

Notary

- An *Individual, Corporate, Partnership or LLC Acknowledgment* must be filled out by a notary and signed by a notary. This document is provided with the application form.

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 and brewed beverages, 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: empirestateplaza.org
- Applications for approved products will be accepted on an on-going basis until maximum capacity is met. The Market Manager reserves the right to deny applications in order to avoid an inundation of similar items and ensure a diverse offering at the Market.
- 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.
- New York State Wineries may display and sell their products at the farmers’ market. 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 abc.state.ny.us/system/files/BrewerOffPremisesPermit.pdf
- 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.
- All refuse are 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 outdoor markets 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.
- Driver vehicle information is not needed for the Harriman Campus Market.

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 will not consent to the sale of merchandise containing the names, logos and/or images of New York State, the NYS Capitol and Empire State Plaza.
- The OGS Convention & Cultural Events Office may be reached by telephone at (518) 473-2982 or fax (518) 473-0558. E-mail to: jason.rumpf@ogs.ny.gov

Failure to comply with the rules outlined may result in termination of Market space without refund or credit.

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: -

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 _____