



1. Permitted Use. The New York State Office of General Services (“OGS” or “State”) grants Permittee the non-exclusive right to occupy and use the space identified in the approved Permit Agreement (the “Premises”) solely for the purposes and time period specified in the Permit Agreement (the “Event”), subject to the conditions set forth herein.
2. Insurance Requirements. Permittee agrees to procure and maintain during the period covered by the Permit Agreement the following types of insurance:

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

Should any vehicles be driven on the Premises or any adjoining State property on other than a public road or in a visitor parking lot, Comprehensive Business Automobile Liability Insurance for any vehicle with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

Should Permittee serve alcoholic beverages, it is additionally required to provide proof of liquor liability insurance with a policy limit of no less than \$1,000,000.

WORKERS’ COMPENSATION / DISABILITY INSURANCE:

Prior to the 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 (for more information about these requirements, please refer to the Government Issued Permits, Licenses and Contracts page, which outlines these requirements, at http://www.wcb.ny.gov/content/main/Employers/lp_permits-licenses-contracts.jsp). 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.

As a condition precedent to Permittee’s use of the Premises, a certificate of insurance evidencing such coverage 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 by no later than fifteen (15) business days prior to the Event. 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.

Permittee shall require that any subcontractors hired, its licensees or other firms participating in the Event, carry insurance with the same limits and provisions provided herein. Permittee shall also be required to file Certificates of Insurance with OGS evidencing compliance with all requirements contained in this Permit for each subcontractor, licensee or participating firm before the commencement of the term of the Permit.

Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within ten (10) business days of receipt of any notice of cancellation or non-renewal of insurance, Permittee shall provide the State with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the requirements of this section.

Unless Permittee will not serve any food, and is granted a waiver after it has certified that it is an unincorporated small business for which the provision of CGL insurance would impose an undue financial burden, it is required to provide proof of such CGL insurance coverage as detailed above. Further, Permittee’s securing coverage for the subject use under the State’s Tenant

Users Liability Insurance Policy shall be deemed compliance with the CGL requirements hereof.

Provided, however, that New York State Agency Permittees are not required to comply with the CGL insurance requirements specified herein. Provided, further, that Permittees that are NYS public authorities, public benefit corporations, or municipalities, as well as federal agencies, that are self-retained may provide an acceptable letter from their corporation counsel confirming such self-retention status in lieu of complying with the CGL requirements specified herein.

3. Rules. Permittee 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](#).
4. Assignment. Permittee agrees not to assign the Permit Agreement to any other person or entity without the prior written consent of OGS. Such consent may be unreasonably withheld.
5. 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, pandemic, 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, 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 it occurs within one year of the scheduled date for the original event.
6. Security Requirements. Permittee agrees that a condition precedent to the entry of it and its subcontractors, agents, suppliers, employees and guests on the Premises, shall be compliance with all security requirements of OGS and the New York State Police applicable to the Premises.
7. Prior to entering the Premises, Permittee shall procure and provide OGS with copies of all licenses, certificates, permits or other authorizations from all governmental authorities having jurisdiction over the operations of Permittee at the Premises that may be necessary for the lawful conduct of its operation.
8. Indemnification. Permittee agrees to indemnify and save the State harmless from all claims for damages arising out of the use of the State’s property (including use by Permittee’s employees, agents, subcontractors, guests and suppliers) and, at its own expense, defend all lawsuits brought on account thereof. Permittee’s liability pursuant to this indemnity provision shall not be limited by the amount of any insurance coverages required to be maintained hereby. Provided, however, that if Permittee is a New York State Agency, in lieu of the above indemnification obligation, The New York State Agency Permittee acknowledges that its budget appropriation will be responsible for any such claims for damages rather than OGS’s budget appropriation.
9. Permittee agrees to be responsible for any and all repairs, improvements or maintenance in connection with the use permitted by the Permit Agreement. Upon termination of the Permit Agreement, a walk-through of the Premises shall take place with representative of Permittee and OGS, to determine whether any additional monies are payable to OGS due to damages done during the term of the Permit Agreement.
10. Should Permittee incur any additional fees for the subject use of the Premises, such additional fees shall be payable within thirty (30) days of Permittee’s receipt of an invoice therefore.
11. Permittee agrees to notify OGS in the event an unsafe or hazardous incident or condition occurs or exists immediately upon discovery of such incident or condition.
12. The State may terminate the Permit Agreement at any time prior to the expiration of the term of use by giving at least 10 days written notice to Permittee. Provided, however, in the case of an emergency situation, as reasonably determined by the State, or in case of a necessary governmental use, the State may terminate this Permit Agreement immediately.
13. Permittee agrees to allow the State, its representatives or agents to enter the Premises at any reasonable hour for any lawful purpose. Permittee agrees, at the termination of the term of use, to surrender the Premises to the State in the same condition as existed prior to the term of use, reasonable wear and tear excepted.