

New York State Office of General Services Special Events Office

Office of Convention and Cultural Events
Concourse Room 130
Nelson A. Rockefeller Empire State Plaza
Albany, New York 12242
www.empirestateplaza.org

May 20, 2011

Dear Farmer's Market Participant,

Following please find application information for the 2011-12 Winter Farmer's Market at the Empire State Plaza in Albany. One among few winter markets in the Capitol District, this indoor market takes place on the busy Concourse of the Plaza for 26 weeks between October and April. I invite you to review the material and consider participating.

The Winter Market will be coordinated directly by the New York State Office of General Services Special Events Office. Some highlights:

- Membership to a market association to participate is not needed.
- Market is a growers/producers market only.
- Limited week participation possible.
- Tables provided by OGS
- Winter Market starts last week in October to take advantage of OGS Halloween activities
- Additional copies are available on-line at www.empirestateplaza.org; see Special Events, Farmers Markets.

Please share this information with interested parties and continue making markets at the Empire State Plaza a success. If you have any questions, please feel free to call me at (518) 474-5986 or e-mail at kurt.vincent@ogs.state.ny.us.

Thank you,

Kurt Vincent
New York State Office of General Services
Special Events Office

**New York State Office of General Services
Special Events Office**

Farmer's Market Schedule

Winter 2011 - 12 Market

Business Name: _____

Contact Person: _____

Please indicate your planned attendance:

I plan on attending all 26 Winter Markets October 26, 2010 – April 25, 2012

I plan on attending the following markets: (please)

October			<input type="checkbox"/> 26		Prices				
					Space Size:	10ft	15ft	20ft	
November	<input type="checkbox"/> 2	<input type="checkbox"/> 9	<input type="checkbox"/> 16	<input type="checkbox"/> 22*	<input type="checkbox"/> 30	Tables Provided:	1	2	3
						Full Season	\$275	\$375	\$475
December	<input type="checkbox"/> 7	<input type="checkbox"/> 14	<input type="checkbox"/> 21	<input type="checkbox"/> 28		13 or more wks	\$15	\$20	\$25
						6 – 12 wks	\$18	\$23	\$28
January	<input type="checkbox"/> 4	<input type="checkbox"/> 11	<input type="checkbox"/> 18	<input type="checkbox"/> 25		5 or less wks	\$20	\$30	\$35
February	<input type="checkbox"/> 1	<input type="checkbox"/> 8	<input type="checkbox"/> 15	<input type="checkbox"/> 22		<i>Additional tables are available, please note add'l tables do not increase your booth width.</i>			
March	<input type="checkbox"/> 7	<input type="checkbox"/> 14	<input type="checkbox"/> 21	<input type="checkbox"/> 28		Full Season	\$50 per table		
April	<input type="checkbox"/> 4	<input type="checkbox"/> 11	<input type="checkbox"/> 18	<input type="checkbox"/> 25		Per week	\$3		

Total Num. of Weeks: _____ Desired Space Size _____ ft. Add'l tables _____

Payment Enclosed: \$ _____
Checks made payable to OGS

***Note – market date changed to Tuesday due to Thanksgiving:
Thanksgiving Market – Tuesday, November 22,
State Paydays are in bold print starting with Wednesday, October 26th.**

Please return completed application and certificate of insurance with payment to:

**NYS - OGS
PO Box 2117
Albany, New York 12220**

New York State Office of General Services
Special Events Office

Farmer's Market Contact & Vehicle Information

Please complete and return this sheet along with Permit Agreement and payment.

Winter 2011-12 Market

Business Name: _____

Contact Person: _____

Street/Town/Zip: _____

Telephone _____ Fax _____

e-mail: _____

Products to be sold: _____

Vehicle/Passenger Information: *please print clearly*

Failure to provide complete driver and vehicle information may delay or prevent vehicle access.

Please indicate drivers:

Driver's Name as it appears on License	Driver's Lic Number	Driver's DOB
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please indicate vehicles:

Vehicle make, model, year	Vehicle Plate Number	Reg. Type <i>(Passenger/Commercial/Ag)</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

Please indicate if driver or vehicle information is **NOT** from New York.

Regular parking fees in effect. Vehicles higher than 6ft 6ins utilize P-1 North Lot.

Use additional copies if necessary

New York State Office of General Services

Special Events Office Permit Agreement

Empire State Plaza Wednesday Indoor Winter Farmers' Market 2011-12

THIS PERMIT AGREEMENT, made this ____ day of _____, 2011 by and between the People of the State of New York, and the Commissioner of the New York State Office of General Services (hereinafter referred to as "OGS") and _____ (hereinafter referred to as "Vendor").

WITNESSETH

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 Special Events Office, wishes to establish the indoor operation of a public market for the sale and distribution of certain local farm products (hereinafter referred to as "Winter Farmer's Market"), and

WHEREAS, the Vendor wishes to sell farm 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.** The Winter Farmer's Market will operate for a total of 26 weeks from Wednesday, October 26, 2011, through Wednesday, April 25, 2012. The market will take place on the following Tuesday to reflect Thanksgiving holiday: Tuesday, November 23. The hours of operation shall be from 10:00 am until 2:00 pm. In addition, the Vendor is granted sixty minutes set-up and take-down before and after the hours of operation. All Vendors shall park their vehicles and conduct loading and unloading activities in accordance with the then current time, place and manner restrictions, which may be established by OGS from time to time in order to maintain adequate levels of security for the premises.

2. **Location.** The Winter Farmer's Market will be located in a designated area on the indoor Plaza Concourse at the Bus Terminal area and South Concourse.

3. **Application.** In consideration of the permission to occupy space and sell farm products at the Winter Farmer's Market the Vendor agrees to complete this permit agreement and return to OGS with payment in full by check, money order or credit card.

4. **Products.** The market will be "a producers only market," meaning the goods sold will be limited to those products grown or produced by the seller only. The market will be open and available to bona fide growers or producers from New York State only. The Farmers' Market will offer for sale the following items including, but not limited to: fresh whole fruits and vegetables (uncut), eggs, grains and legumes, honey and maple products, jams and jellies, cider and fruit juice, prepackaged bread, fruit pies and "dry" cakes or cookies, milk products, fresh and dried flowers, herbs and potted/trayed plants, NYS farm winery produced wines. 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. Additionally, fresh or frozen meat, poultry, seafood or fish products will be allowed, provided the handling of these products is in compliance with the New York State Department of Agriculture and Markets Sanitary Guidelines. Also prohibited from sale at the ESP Winter Farmer's Markets are craft products that are not directly related to NYS grown or produced agricultural products.

5. **Payment.** To encourage participation for the full Winter 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. Each vendor must submit a separate check or charge form for their space payment made payable to NYS-OGS Special Events Office.

6. **New York State Sales Tax Certificate of Authority.** If applicable, 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 Winter Farmer's 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 \$1,000,000 Each Occurrence

Worker's Compensation, Employers Liability and Disability Benefits as required by New York State Law.

Wineries permitted under the NY Farm Wineries program need also to supply Liquor Liability insurance.

An original certificate of insurance must be filed with the NYS Office of General Services, Special Events Office, Rm. 130, Concourse Level, 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 Farmer's Market. Such certificate must indicate that the NYS Office of General Services is additional insured on the policies and that the insurance policies may not be canceled without thirty (30) days written notice to the NYS Office of General Services.

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 Winter Farmer's Market heretofore or subsequently adopted by OGS, attached hereto as Exhibit "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 Winter Farmer's Market. Failure of the

Vendor to comply with these terms will result in revocation of the permission to occupy a booth at the Winter Farmer's Market granted herein.

11. **Reservation.** OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of the Winter Farmer's 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.

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

THE PEOPLE OF THE STATE OF NEW YORK

By _____

Market Vendor/Participant

By _____

OGS Special Events Office

Participant must provide this notarized acknowledgment.

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

Exhibit "A"

**RULES FOR THE EMPIRE STATE PLAZA
WINTER FARMER'S MARKET**

- The market is a growers/producers only market. Participants may sell only items grown or directly produced by themselves. Reselling is not allowed.
- Vendors wishing to sell craft items are invited to visit our vendor website for a list of the many craft/merchandise opportunities: www.ogs.state.ny.us/ESP/CCE/Vendors.asp
- 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 designated OGS Market Manager. Failure to comply with inspection procedures may result in suspension from the Market.
- Applications will be accepted on an on-going basis. Participants and location assignment is based on a first-come, first-served basis until available spaces are occupied. Late arriving applications risk location assignment to less desirable spots. Please consider mailing your application sooner than later.
- Participants must be confirmed by OGS prior to participation. Once confirmed, refunds are not possible.
- Tables provided are usually 6 ft. long, occasionally 8 ft. tables may be substituted.
- Parking fees are the responsibility of the participant. Public parking rates apply.
- Only one booth will be issued per participant.
- Tax ID must be visible at all times.
- Booth location is assigned by OGS. Booths may not be loaned to anyone else. Booths must be attended at all times.
- Products of two or more vendors may not be combined for the purpose of avoiding additional booth fees.
- Each booth must have its own representative at the market.
- Entrance into the Farmers' Market will begin no sooner than 9:00 AM.
- The Market closes at 2 PM; however, vendors may depart after 1:30 PM.
- All participants are expected to conduct themselves with courtesy and in an orderly manner. Arguments, harassment, sexual harassment, name-calling, profane language, fighting or any other disorderly conduct are grounds for revocation of the Farmers' Market permit without refund or credit.
- Participants are expected to maintain the cleanliness of their booths at all times. Refuse receptacles are at the Farmers' Market area for trash disposal. Failure to observe reasonable standards of sanitation will result in the revocation of the Farmers' Market permit.
- Any lost articles found by a participant should immediately be turned over to the Empire State Plaza Managers Office.
- Payment for vendor space can be made by check or money order payable to NYS-OGS or credit card prior to participation date. Failure to pay will result in revocation of the Farmers' Market permit.
- 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 Special Events Office may be reached by telephone at (518) 474-5986 or fax (518) 473-0558. E-mail to: kurt.vincent@ogs.state.ny.us

**You can pay with your credit card...
Please complete the form below
and return with your application.**

Thanks!

**New York State Office of General Services
Special Events Office**

Credit Card Payment

If you wish to pay with a credit card, please complete the following and return with your application:



Please charge my:

Discover Card MasterCard VISA American Express

Amount: \$ _____

Account No ---

Exp: / Billing Zip: -

Month Year

Name: _____
Please Print

Signature: _____ Date _____

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

OFFICE USE ONLY

Inv. # _____ Rec'd by _____ Prog _____