Holiday Tree Lighting Festival

At the Empire State Plaza

Sunday, December 4, 2011, 1:00 pm - 6:00 pm

The Office of General Services Convention and Cultural Events Office invites you to participate in this annual Capital Region tradition. Each year New York State celebrates the season by lighting evergreens donated by local families. The lighting ceremony features musical groups, a visit from Santa and ends with an outstanding fireworks show.

In addition to the Lighting Ceremony, special activities will take place on the indoor North Concourse that includes children's art & craft activities, story tellers and more. Coinciding with the Holiday Tree Lighting Festival will be "The Great Train Extravaganza," an annual model and toy train collector's show in the Convention Hall and the annual New York State Museum Chocolate Show.

Commercial vendors, featuring handcrafted and commercial gift items, plus not-for-profit and community groups are invited to participate. With two-tier pricing for both merchandise vendors and not-for-profit organizations, this event offers an attractive marketing opportunity on one of the prime pre-holiday weekends of the year.

Application deadline is Friday, November 18.

- Craft and Merchandise Activities will be located indoors on the North Concourse, midway between the public parking access elevators and the outdoor Plaza.
- Should the event be postponed due to inclement weather, vendors will receive a credit. The craft portion of the event will not be rescheduled.
- Food items that require heating or refrigeration are not allowed.
- Food items must be prepared in a commercial, inspected kitchen.
- Pre-Packaged Food products are defined as: bagged, jarred, canned, bottled or in some other way processed are allowed.
- Food product sampling is allowed. The vendor must provide OGS with a Certificate of Liability Insurance, a copy of New York State Workman's Compensation Insurance, and Disability Insurance.
- If sampling, you must follow Albany County Health Department guidelines. www.albanycounty.com/health/ or call 518-447-4625.
- Booth placement will be at the discretion of OGS.
- Vendors may not share booth space for the purpose of reducing application fees.
- Vendors are encouraged to write notes, comments, and questions on the application.
- Vendors are not confirmed until payment and application are received.
- Please see the attached complete list of vendor guidelines.

OGS Convention and Cultural Events

Holiday Tree Lighting

Sunday, December 4, 2011, 1:00pm – 6:00pm,
Application Deadline 11/18/11

Business Name_____

Contact _____ E-mail: _____

Address _____ Town_____ State_____ Zip _____

Telephone _____ Fax Number _____ NYS Sales Tax # _____

Important - Please describe your products/activities: _____
_____

Vehicle/Parking Information:
Is your vehicle **under or over** 6 ft 6 inches in height? Yes/No
Driver's Name: _____
Driver's License Number & State: _____
Plate #_____State Plate: _____
Trailer Plate # and State_____ (If applicable)
Failure to provide vehicle information may delay confirmation or prevent participation.

Basic Booth Commercial Space $ 40.00
10' x 15' space includes 1 table, 2 chairs, access to 110v electrical power, 1 parking space.
(Permitted uses - arts, crafts, merchandise, service providers, commercial promotions, packaged food products)

Add-on Space: $ 25.00
Additional 15' with 1 additional table *(must be in conjunction and adjacent basic booth space.)*

Not-for-Profit Group: $ 20.00
10' x 15' space includes 1 table, 2 chairs, access to 110v electrical power, 1 parking space.
(Permitted uses - arts, crafts, fund-raising items, informational display, public awareness)

Health Permit: An Albany County Department of Health Permit is required if you are sampling food items.
Please indicate here your menu: _____ $ 30.00

Additional Tables: Are available at $5.00 per table. # ____table(s) X $5.00 $ _____

Total Due with Application $ _____

Please make checks payable to: OGS and return with application.

Mail to: NYS Office of General Services, PO Box 2117, Albany, NY 12220
Phone: (518)473-2982 Fax: 518.473-0558 E-mail: jason.rumpf@ogs.ny.gov

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

THIS PERMIT AGREEMENT, made this ____ day of _____, 201__ by and between the People of the State of New York, acting by and through the Commissioner of the New York State Office of General Services (hereinafter referred to as "OGS") and _____ (hereinafter referred to as "Vendor").W I T N E S S E T H

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

WHEREAS, OGS, through its Convention & Cultural Events Office (hereinafter referred to as "CCE"), wishes to permit food, craft, merchandise and other vendors to take part in community events for the sale and distribution of certain products and services (hereinafter referred to as "Vendors"), and

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

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

1. **Operation**. OGS CCE expects to present vendor opportunities throughout the year. The dates and hours of operation are indicated on separate applications and must be submitted with the Permit Agreement for consideration.
2. **Location**. The Vendor Area will be located in designated areas at the Empire State Plaza and Harriman State Office Campus.
3. **Application**. In consideration of the permission to occupy space and sell food, craft, merchandise or other services at designated events, the Vendor agrees to file a Registration Application with the OGS CCE who will sponsor the event, to be submitted and approved by OGS CCE before OGS signs this agreement. Space will be allocated by OGS CCE, per the Vendor's Application request and as space permits. Vendor is hereby granted a non-exclusive right, for those events that are approved by OGS on the Registration Application, to occupy and use the specified booth space for such events on the dates and at the consideration detailed on the Registration Application. The Vendor's completed and approved Registration Application is attached hereto as Appendix B hereof and is hereby incorporated by reference and made a part hereof as fully as if set forth at length herein.
4. **New York State Sales Tax Certificate of Authority**. Should sales be taking place, the Vendor agrees to procure and maintain during the period covered by this agreement a valid New York State Sales Tax Identification Certificate. A copy of the Sales Tax Certificate of Authority must be displayed in a prominent location at all times while at the permitted location.
5. **Insurance Requirements**.

   Note: Craft/Merchandise vendors that do not sell any food, and that are granted a waiver after they have certified that they are unincorporated small businesses for which the provision of insurance would impose an undue financial burden are not required to provide proof of insurance coverage (see Section 12). Wineries and microbrews are required to provide proof of liquor liability insurance.

   The Vendor agrees to procure and maintain during the period covered by this agreement the following types of insurance:

   Commercial General Liability (CGL) $2,000,000 Each Occurrence
   Automobile Liability $1,000,000 Combined Single Limit WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS REQUIREMENTS:
   Workers' compensation law (WCL) §57 & §220 requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. This requirement applies to both original contracts and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract. Failure to provide proof of such coverage or a legal exemption will result in a rejection of your bid.
   Proof of Compliance with Workers' Compensation Coverage Requirements:
   ACORD forms are <u>NOT</u> acceptable proof of workers' compensation coverage. In order to provide proof of compliance

with the requirements of the Workers' Compensation Law pertaining to workers' compensation coverage, contractors shall:
A) Be legally exempt from obtaining workers' compensation insurance coverage; or
B) Obtain such coverage from insurance carriers; or
C) Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.
Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:
A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us); (Reference OGS Convention and Cultural Events vending on the form)
B) Certificate of Workers' Compensation Insurance:
1) Form C-105.2 (9/07) if coverage is provided by the contractor's insurance carrier, contractor must request its carrier to send this form to the New York State Office of General Services, or
2) Form U-26.3 if coverage is provided by the State Insurance Fund, contractor must request that the State Insurance Fund send this form to the New York State Office of General Services.
C) Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
D) Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.
Proof of Compliance with Disability Benefits Coverage Requirements:
In order to provide proof of compliance with the requirements of the Workers' Compensation Law pertaining to disability benefits, contractors shall:
A) Be legally exempt from obtaining disability benefits coverage; or
B) Obtain such coverage from insurance carriers; or
C) Be a Board-approved self-insured employer.
Contractors seeking to enter into contracts with the State of New York shall provide one of the following forms to the Office of General Services at the time of bid submission or shortly after the opening of bids:
A) Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required which is available on the Workers' Compensation Board's website (www.wcb.state.ny.us); (Reference OGS Convention and Cultural Events vending on the form)
B) Form DB-120.1, Certificate of Disability Benefits Insurance. Contractor must request its business insurance carrier to send this form to the New York State Office of General Services; or
C) Form DB-155, Certificate of Disability Benefits Self-Insurance. The Contractor must call the Board's Self-Insurance Office at 518-402-0247 to obtain this form.
ALL OF THE ABOVE REFERENCED FORMS, EXCEPT CE-200, SI-12 & DB-155 MUST NAME: The Office of General Services, Convention & Cultural Events, Concourse - Room 130, Empire State Plaza, Albany NY 12242 as the Entity Requesting Proof
of Coverage (Entity being listed as the Certificate Holder)"

If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on ISO occurrence form CG 00 01 10 and shall cover liability arising from premises operations, independent contractors, products-completed operations, personal and advertising injury, owners and contractors protective, cross liability coverage and liability assumed in a contract (including the tort liability of another assumed business contract). The above policy limits may be achieved through a combination of primary and umbrella policies.

A certificate of insurance must be filed with the NYS Office of General Services, Convention & Cultural Events , Room 130 Concourse, Empire State Plaza, Albany, New York 12242, or faxed to (518) 473-0558, evidencing such coverage before the Vendor is allowed to use space at the Plaza. Such certificate must indicate that the People of the State of New York and NYS Office of General Services are additional insureds on the policies and that the insurance policies may not be canceled without thirty (30) days written notice to NYS Office of General Services.

6. **Indemnification**. The Vendor agrees to defend, indemnify and save harmless OGS and the People of the State of New York and their officers, agents and employees against any and all claims, demands or causes of action arising out of any loss of or damage to property or injury or death of any person which

may be due in any manner to the installation, use, maintenance, state of repair or presence of the Vendor's stand, booth or other installation or structure of any kind at the permitted location or the sale of products therefrom. Vendor's liability pursuant to this indemnity provision shall not be limited by the amount of any insurance coverages required to be maintained hereby.

7. **Rules**. The Vendor agrees to abide by any rules governing the operation of Vendors at the permitted location heretofore or subsequently adopted by OGS. Initial rules, attached hereto as Appendix "A", are expressly incorporated into and made part of this Agreement.
8. **Compliance**. The Vendor agrees to comply with the terms of this agreement and the rules pertaining to vending at the permitted location. Failure of the Vendor to comply with these terms will result in revocation of the permission to participate granted herein.
9. **Reservation**. OGS reserves the right to change the location, dates, hours, or to terminate entirely the operation of the scheduled event, at any time and without prior notice to the Vendor. OGS will make reasonable efforts to provide advance notice to Vendors of any changes or cancellations.
10. **Assignment**. Vendor agrees not to assign this Vendor Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.
11. **Force Majeure** If the event is rendered impossible or infeasible by destruction or damage to the facility, or by any act or regulation by any governmental body, civil tumult, strike, epidemic, condition of war, or any other condition determined by OGS to represent or constitute a threat to the safety of the public or the intended audience or facilities, including, but not limited to, the then current status of the state or federal alert systems, or by the restricted availability of motor fuel for the audience which renders this type of event in the opinion of OGS financially infeasible or impractical, it is understood and agreed this agreement shall be cancelled and that there shall be no claim for damages by either party to this agreement. In the case of such a cancellation, the Permittee will not be entitled to a refund of any deposit or fees paid, but Permittee will receive a credit in the amount of such pre-paid amounts towards a rebooking or another event, provided they occur within one year of the scheduled date for the original event.
12. **By initialing in this box [ ]**, the Vendor is applying for a waiver from the usual insurance requirements and it hereby certifies that it is a craft/merchandise vendor that will not sell any food at the event and, further, that it is an unincorporated small business for which the provision of insurance would impose an undue financial burden. Vendor agrees that it will provide any documentation that may be requested by OGS to confirm these representations.
13. **Security Requirements.** Vendor agrees that a condition precedent to the entry of it and its subcontractors, agents, suppliers, employees and guests on the permitted location, shall be compliance with all security requirements of OGS and the State Police applicable to the permitted location.

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

Participants Please Sign Here

By_____
Vendor

Name: _____

Title: _____

Staff Use Only

THE PEOPLE OF THE STATE OF NEW YORK

By_____
OGS Convention & Cultural Events

THIS IS TO BE <u>COMPLETED</u> BY THE NOTARY AND <u>NOT</u> THE PARTICIPANT

<u>Individual, Corporate, Partnership or LLC Acknowledgment</u>

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

CONCOURSE VENDOR GUIDELINES
Appendix A

Throughout the year, the New York State Office of General Services Convention and Cultural Events Office extend an opportunity for commercial vendors to display and sell their products to the public. "Mini-Festivals" such as Oktoberfest, Maple Harvest Festival, St. Patrick's Salute, Italian Festa and Santa's Sidewalk Sale are examples of such activities.

In an effort to maintain display standards and present an attractive, neat appearance to the public, the following Vendor Display Guidelines are in effect:

Display
- Tables should be covered with material suitable for tablecloths – fabric, plastic, decorative paper, etc.
- If possible, table covers should reach to the floor on the public side of the booth.
- Any display units – shelves, racks, etc. should be made of a suitable material to enhance the theme of your display or be covered, painted or in some way decorated to hide unfinished materials (unfinished plywood, particle board, etc.)

Signage
- Signage should be neat, legible and professional looking.
- The use of cardboard box ends or other found materials are not permitted for signage material.
- In the case of a themed booth display (rustic, country, kids, etc.), novelty signs are permitted but must maintain a professional appearance.

Merchandise
- Ready-to-eat food products are not permitted for sale by General Merchandise vendors.
- All merchandise should be suitable for a family audience.
- Logo or designer products must be authenticated as under license from legitimate sources.
- Quantity and quality of products for sale must be sufficient to be considered first quality.
- Items marked "close-out," "seconds," or similar are not permitted.
- Used goods, unless considered "collectibles" are not permitted.
- Yard sale, flea market, or swap meet type products and displays are not permitted.
- OGS reserves the sole right to request removal of any products, at its discretion, that it feels are not suitable for Concourse display and/or sale.

General Conditions:

1. Once confirmed, refunds are not possible. Credit may be issued for exceptional circumstances to be determined by Convention and Cultural Events Office.
Should a credit be issued, cost of reserved parking may be withheld.
2. Participants are expected to maintain the cleanliness of their booths at all times.
3. Failure to leave booth space in condition found will forfeit future participation.
4. Vendors may bring their own tables, or additional equipment, as needed, that will fit within the designated booth space.
5. Specialty food products refer to packaged items not intended to be eaten on the spot.
6. Failure to pay all outstanding invoices will forfeit future participation.
7. Tax ID must be in plain view if sales are taking place.
8. Booths may not be loaned or sublet to anyone other than the applicant.
9. Booths must be attended at all times.
10. 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.
11. Any articles found by a participant will immediately be turned over to the Plaza Manager's Office. Customers looking for lost items should be directed to the Plaza Manager's Office.
12. Participants will indicate on their application what products they will be selling or what services promoted. Vendors who misrepresent themselves or products for the purpose of securing booth space will forfeit participation for future events.
13. Payment for vendor space may be charged or made by check, money order or credit card payable to: OGS Convention and Cultural Events prior to participation date. Cash refunds for cancellations are not possible.
14. 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.
15. OGS will not consent to the sale of merchandise containing the names, logos and/or images of New York State, the NYS Capitol or the Empire State Plaza.

September 2011

To pay with your credit card…

Please complete the form below and return with your application.

Thanks!

- -

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

Please charge my: ☐ ☐ ☐ ☐ Amount: $_____

Account No. ☐ ☐ ☐ ☐ - ☐ ☐ ☐ ☐ - ☐ ☐ ☐ ☐ - ☐ ☐ ☐ ☐

Expiration Date: ☐ ☐ / ☐ ☐ ☐ ☐ Billing Zip Code: ☐ ☐ ☐ ☐ ☐ - ☐ ☐ ☐
Month Year

Name:_____
Please Print

Signature:_____ Date:_____

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

----------*OFFICE USE ONLY*----------

Inv. #_____ Rec'd by_____ Program_____