



# 2011 NEW YORK STATE FAIR

August 25 – September 5, 2011

**To:** 2011 NYS FAIR CONCESSIONAIRES AND EXHIBITORS  
**From:** GENEANNE KEEGAN-SMITH, CONCESSIONS AND EXHIBITS MANAGER  
**Subject:** 2011 NYS FAIR EXHIBIT LICENSE AGREEMENT

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Enclosed you will find your 2011 Exhibit License Agreement, your Exhibit License Agreement General Terms and Conditions booklet and all necessary attachments. Please review these documents carefully.

All Exhibit License Agreement holders will be issued a Concession and Exhibit License for the 2011 Fair. This license must be displayed at your location at all times during the Fair. Concession and Exhibit Licenses will only be issued after all appropriate paperwork has been received and all fees have been paid. Concessionaires and exhibitors will not be allowed to move in or obtain credentials without first obtaining their licenses.

## **New for the 2011 NYS Fair:**

**\*new** Beginning with the 2011 Fair, credentials will not be issued unless a completed order form has been received no later than August 12, 2011. Credentials and your Concession and Exhibit License will not be issued until all contract items (workers' comp, sales tax, liability insurance, disability insurance, etc.) and payments have been received and approved. For your convenience, we will be filling orders and forwarding all credentials and your Concession and Exhibit License to you via certified mail if the order is received before July 25, 2011 and all necessary requirements have been met and approved. Payment can only be made by cash, cashier's check or money order. No personal checks or business checks will be accepted.

**\*new** For the 2011 Fair, limitations have been implemented on the purchase of Concessionaire and Exhibitor admission credentials based on the square footage of a vendor's space (per License Agreement for each of your locations) as follows:

<u>Sq. Ft.</u>	<u>Number of Books</u>
0 – 199	2
200 – 299	4
300 – 399	8
400 – 499	12
500 – 999	16
Over 1,000	20

## **\*new** Cancellations by Licensee

Should you find that you are unable to participate in the New York State Fair, a request for cancellation of your Exhibit License Agreement must be made in writing. Upon receipt of written notice before July 1, 2011. The New York State Fair may refund to you the amount paid to date minus a \$50.00 administration fee. If you cancel the agreement after July 1, 2011 the total amount paid will be retained by the Fair as liquidated damage.

## **\*new** Signage

In order to enhance the appearance of Concessions and Exhibits in general, no homemade or handwritten signs are allowed. Pencil, crayon, cardboard or handwritten signs are not acceptable. All signs must be neatly and professionally printed and displayed in a conspicuous place on or within your Concession or Exhibit. All prices must be posted.

Any signage that is not affixed to your Concession or Exhibit will be prohibited. This includes A-Frames, free-standing signs, lawn signs or any other type of signage not affixed to your Concession or Exhibit.

Below is a summary of the forms, payments and filings required as part of your 2011 Exhibit License Agreement. Please refer to the timeline included in the front of the 2011 General Terms and Conditions booklet for additional due dates and requirements.

### **FORMS (Due as stated on your Exhibit License Agreement)**

- TWO copies of the Exhibit License Agreement (signed and notarized)
- TWO copies of any additional applicable agreements (signed)  
(Media, Educational, Beer, Wholesaler)
- ONE copy of the Appendix A (signed and dated)
- ONE copy of the Business Entity Questionnaire (completed and notarized) or Addendum
- ONE copy of the Summary of Dept. Policy re: SFL §139&k (completed & signed)

### **PAYMENTS (Due as stated on your Exhibit License Agreement)**

- All payments must be made with a cashier's check or money order (or cash, in person).
- A 50% deposit is required to be paid by the due date indicated in your Exhibit License Agreement. The due date for full payment is also reflected in your Exhibit License Agreement. All Agreements, attachments, addendums, insurance, etc., are required to be filed with the Concessions and Exhibits Office no later than the final payment due date indicated in your Exhibit License Agreement.
- Failure to make your first and/or second payment will result in an additional 10% penalty of the balance due and may cause your location to become available to other prospective Concessionaires and Exhibitors. No refunds will be made.

### **FILINGS (due with Exhibit License Agreement)**

- General Liability (for details and requirements see *Insurance* (Appendix A) of the 2011 Exhibit License Agreement General Terms and Conditions booklet.
- Product List (for details see *Product Lists* (Appendix B) of the 2011 Exhibit License Agreement General Terms and Conditions booklet.
- Sales Tax (for details and requirements see *Sales Tax* (Appendix C) of the 2011 Exhibit License Agreement General Terms and Conditions booklet.
- Workers' Compensation (for details and requirements see *Workers' Compensation/Disability Benefits* (Appendix D) of the 2011 Exhibit License Agreement General Terms and Conditions booklet.
- Disability Benefits for details and requirements see *Disability Benefits* (Appendix D) of the 2011 Exhibit License Agreement General Terms and Conditions booklet.

### **Licensing Office**

Regular hours of operation for the Licensing Office will be from 9 a.m. to 4 p.m. The office will be open from 9 a.m. to 5:30 p.m. starting Monday, Aug. 23, until Sept. 6, the final day of the Fair.

If you have any further questions, please reference the 2011 Exhibit License Agreement General Terms and Conditions booklet. Also, please feel free to contact our office at (315) 487-7711, extension 1212 or e-mail [geneanne.k-smith@agmkt.state.ny.us](mailto:geneanne.k-smith@agmkt.state.ny.us)

Thank you for your cooperation. We look forward to your participation in the 2011 Great New York State Fair.