

**New York State Office of General Services
Convention & Cultural Events
Room 120 • Empire State Plaza • Albany, New York 12242**

**2026-2027 Permit Agreement
Agreement is valid from March 20th, 2026 to March 31, 2027**

This form must be on file with the New York State Office of General Services (OGS) Convention and Cultural Events (CCE) in order to participate in any CCE sponsored events. In addition to this completed form, please provide us with:

- Commercial General Liability (CGL) \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate, or initial box 12 in the permit agreement if you meet the proper requirements.
Please Note: This policy must name “The People of the State of New York, its officers, agents and employees as additional insureds.” Additionally, New York State Office of General Services Convention and Cultural Events must be the certificate holder.
- One of the following Workers’ Compensation forms: C-105.2, U-26-3, SI-12, or GSI-105.2.
- One of the following Disability Benefit forms: DB-120-1 or DB-155.
- If you are not required to carry Workers’ Compensation or Disability Insurance, you must provide a CE-200. For more information go to <http://www.wcb.ny.gov/>.
- High resolution, clear photograph of your proposed booth set-up.

Failure to provide us with any of the aforementioned items will forfeit your participation in any CCE events.

This information will be kept on file and used for all CCE Events that you apply for during the 2026 – 2027 fiscal year. However, all insurances must be kept up to date.

Completing and returning this agreement does not guarantee acceptance in Empire State Plaza or Harriman State Office Building Campus programs.

Applications can be found at: <https://empirestateplaza.ny.gov/vendor-information-events-plaza> or call (518) 474-4759 for more information.

Please provide the following information about your business. Return the form with your submission.

Business Name _____

What type of business entity are you (Agency, Individual, LLC etc.)? _____

Is your business a certified NYS Minority & Women Owned Business Enterprise? Y _____ N _____

Is your business an NYS-certified Service-Disabled Veteran-Owned Business? Y _____ N _____

Contact _____ E-Mail _____

Address _____

City/Town _____ State _____ Zip _____

Telephone _____ Fax _____ NYS Sales Tax # _____

1. Please provide a brief description of your business and services, years in business, and past events. Attach additional pages if necessary:

2. Please list the products you will be selling (including a range of pricing is permissible based on event). Please be specific. If you are not selling items, please provide a description of the information you will be presenting to the public. Attach additional pages if necessary:

OGS Permit Agreement

THIS PERMIT AGREEMENT, made this ____ day of _____, 202__ 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" or "Permittee").

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 Harriman State Office Building Campus, (hereinafter referred to as "Harriman Campus") and

WHEREAS, OGS, through its Convention & Cultural Events Office (hereinafter referred to as "OGS CCE"), wishes to permit food, craft, merchandise, and other vendors to take part in community events for the sale and distribution of certain products, services, and information (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, which must be submitted for possible incorporation into this Permit Agreement.
2. **Location.** The Vendor Area will be located in designated areas at the Plaza and Harriman 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 Vendor Application(s) with the OGS CCE who will sponsor the event, to be submitted and approved by OGS CCE before incorporation into this agreement. Space will be allocated by OGS CCE, per the Vendor's Application. Vendor is hereby granted a non-exclusive right, for those events that are approved by OGS on the Vendor Application(s), to occupy and use the specified booth space for such events on the dates and at the consideration detailed on the Vendor Application. The Vendor's completed and approved Vendor Application(s) is (are) 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 Commercial General Liability insurance would impose an undue financial burden are not required to provide proof of Commercial General Liability insurance coverage (see Section 12). Wineries, microbrews, distilleries and cideries are additionally required to provide proof of liquor liability insurance with a policy limit of no less than \$1,000,000.

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

WORKERS' COMPENSATION / DISABILITY INSURANCE:

Prior to this 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 (An instruction manual clarifying the Workers' Compensation Law requirements is available to download at the Workers' Compensation Board's website, www.wcb.ny.gov. Once you are on the website, click on Employers/Businesses, then Business Permits/Licenses/Contracts; from there, click on the bullet titled Prove It to Move It Program.) 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)."

COMMERCIAL GENERAL LIABILITY (CGL): \$1,000,000 Each Occurrence; \$2,000,000 General Aggregate.

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 120 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 on OGS property. 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.

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 five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Vendor shall provide OGS 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.

- 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 or other distribution 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 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. The Vendor further agrees to abide by any specific rules governing the operation of Vendors at the permitted location heretofore or subsequently established by OGS. Initial rules and guidelines are attached hereto as part of Appendix A hereto, and 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 Permit Agreement without the prior written consent of OGS. Such consent may be unreasonably withheld.
- 11. Force Majeure.** If the event(s) is (are) 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 that 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, 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 Commercial General Liability insurance requirements and it hereby certifies that it is a craft/merchandise vendor that will not sell or distribute any food or beverages at the event(s) and, further, that it is an unincorporated small business for which the provision of Commercial General Liability 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(s), shall be compliance with all security requirements of OGS and the New York State Police applicable to the permitted location(s).
- 14.** The Vendor shall procure all licenses, certificates, permits, or other authorizations from all governmental authorities having jurisdiction over the operations of the Permittee at the Premises that may be necessary for the lawful conduct of its operation.
- 15.** In no case will the consideration payable to OGS under this Permit Agreement exceed \$25,000.00 without an amendment hereto signed by both parties and approved by the State Comptroller.
- 16.** This Permit Agreement shall supersede any similar pre-existing agreement between the parties for any overlapping time period of their stated terms.

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

By signing below, I attest that I have read, understand, and agree to the Vendor Rules & Guidelines and any Addendums issued regarding special circumstances.

***Participants
Please Sign Here***

Vendor Name: _____

By: _____
Signature

Name: _____
Print

Title: _____

Staff Use Only

THE PEOPLE OF THE STATE OF NEW YORK

By: _____
OGS Convention & Cultural Events