

## APPENDIX G - WHOLESALER & SERVICE SUPPLIER ADDENDUM

New York State Fair  
581 State Fair Blvd.  
Syracuse, NY 13209

Whereas, the DEPARTMENT OF AGRICULTURE & MARKETS OF THE STATE OF NEW YORK, DIVISION OF THE STATE FAIR, hereinafter referred to as the DEPARTMENT occupies an area in the Town of Geddes, New York, known as the State Fairgrounds and operates therein a Fair and Exposition and LICENSEE, desires to secure from the DEPARTMENT a license and privilege to operate as a Wholesaler or Service Supplier within the confines of the Fairgrounds to repair, sell, supply and deliver designated products, merchandise, supplies and items to the various Concessionaires pursuant to the following terms and conditions:

1. The term of this agreement shall commence and include 7 days prior and after the annual State Fair. LICENSEE shall be allowed a reasonable amount of time prior to the commencement of the term hereof to prepare and make ready its operation hereunder. In addition, LICENSEE shall be allowed a reasonable time following the termination of the term hereof to remove its equipment, merchandise, items, products and supplies, as applicable, which LICENSEE has utilized hereunder.
2. There shall be a license fee of \$500.00. Vehicle permits may be purchased at the current published delivery service rates per vehicle for limited-service delivery. Each vehicle entering the grounds MUST have a permit or will be refused at the gate. Admission credentials will be required for each delivery person and can be purchased at a cost of the current published admission rates online or at the kiosk available in the administration building after mid-July.

All other tickets and parking credentials required by LICENSEE will be paid for by LICENSEE at prices designated by the DEPARTMENT (e.g., storage, storage with electric). LICENSEE hereby agrees that it will not duplicate, or permit copying of any tickets or permits obtained from the DEPARTMENT and LICENSEE hereby agrees that if such tickets or permits issued to LICENSEE are found to have been duplicated or copied then such tickets shall be immediately confiscated by the DEPARTMENT and this agreement is subject to immediate cancellation at the option of the DEPARTMENT, and LICENSEE agrees to hold the DEPARTMENT harmless for any and all damages incurred as a result of such cancellation.

3. **All deliveries by LICENSEE to Concessionaires shall be completed by 9:00 a.m. during the State Fair.** However, the Concessions Office may determine such other hours of delivery as may be necessary, depending on conditions presented from time to time.
4. LICENSEE, in the performance of its functions, duties and obligations hereunder, shall at all times be and act as an Independent Contractor. Nothing herein contained shall be construed as creating a partnership or joint venture between the parties hereto, or as constituting LICENSEE as employee or agent of the DEPARTMENT, or as giving LICENSEE any authority whatsoever to bind the DEPARTMENT in any manner. The DEPARTMENT shall not be liable for any expenses incurred by LICENSEE, or any debt contracted by LICENSEE.
5. LICENSEE shall confine its sales hereunder to the specific items set forth herein. Sale by LICENSEE of any items which are not set forth herein, shall render this agreement voidable at the sole and absolute discretion of the DEPARTMENT. This agreement is not intended as granting any exclusive license to LICENSEE, and no exclusivity is to be construed here-from. Any exclusive agreement must be made in writing and must specifically state that it is intended to be an exclusive agreement.
6. LICENSEE shall be responsible for all damages, loss and injury to, or of person and property due to activities of LICENSEE, its agents and employees in connection with the use of said premises under this agreement. Further, LICENSEE shall indemnify and hold harmless the State of New York, Department of Agriculture and Markets, and all persons employed therein from any and all claims, demands, damages, expenses, liability or obligation for damages, loss or injury to or of person or property arising out of acts of, or the use or occupation of the premises by LICENSEE and LICENSEE'S agents, servants, employees, and those acting for or on behalf of LICENSEE and such indemnity shall not be limited by reason of any insurance coverage hereinafter provided, if any.

**LICENSEE shall provide the following to the DEPARTMENT (Check all that apply):**

**General Wholesaler:** a summary report listing the quantity, type, and prices of all merchandise and product sales sold to each concessionaire. This report will be due no later than thirty (30) days after the conclusion of the State Fair. Failure to submit the summary report when due may result in not being considered by the Department as an approved wholesaler in the future.

**Beer/Wine/Distilled/Spirits Wholesaler:** provide both a daily and final detailed report of all items sold and returned including prices, quantity, description/sizes/packaging of items sold to each concessionaire. Returns do not include damaged bottles. A sample report must be provided by 8/1/23 to the Department and approved before any deliveries are made. The final report must be received no later than 9/15/23. Failure to submit the summary report when due may result in not being considered by the Department as an approved wholesaler in the future.