

APPENDIX D

GENERAL CONDITIONS FOR REVENUE AGREEMENTS FAIR NEW YORK STATE FAIR, A DIVISION OF THE NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

These general conditions apply to the administrative aspects of the agreement and reflect New York State's contract record keeping and payment procedures. These general conditions cannot be changed.

ORDER OF PRECEDENCE

The Order of Precedence for this **Agreement** is as follows: 1) Appendix A – Standard Clauses for New York State Contracts; 2) Cover Page; 3) Appendix D – The Department's General Conditions; 4) Appendix E – The Department's Special Conditions (where indicated on the Cover Page); 5) Appendix G - Sales Addendum (where indicated on the Cover Page); 6) Appendix H – Horse Show Health Records Affidavit (where indicated on the Cover Page); 7) Appendix B – Budget or Invoices (where indicated on the Cover Page); and 8) State Finance Law Disclosure Forms (where indicated on the Cover Page).

DEFINITIONS

STATE shall mean the State of New York and shall also refer to the Department of Agriculture and Markets and the New York State Fair, a division of the Department, and may be used interchangeably with **Department** or **Licenser**.

CONTRACTOR shall mean the entity listed on the cover page of this Agreement and may be used interchangeably with **Licensee** or **Sponsor** or **Concessionaire** or **Exhibitor** throughout this Agreement.

LICENSEE shall mean the **Contractor**, when the purpose of the Agreement is to secure a License to operate as an Exhibitor, Concessionaire, or Sponsor, or to rent space on the Fairgrounds.

LICENSED PREMISES shall mean the space identified on the Cover Page or in Appendix B of this Agreement.

RECORDS MAINTENANCE, EXAMINATION AND RETENTION

The **Contractor** shall maintain the records required under this paragraph as set forth in Appendix A to this Agreement.

INDEMNIFICATION

The **Contractor** agrees to indemnify and hold harmless the State of New York and the **Department** from all liability incurred by the **Department** for bodily injury (including death) and real and personal property damage resulting from the negligent acts, errors or omissions of the **Contractor**, its officers, agents or employees in the provision of services under this Agreement, provided that the **Department** timely notifies the **Contractor** of any such claim and affords the **Contractor** an opportunity to defend such claim and cooperates fully with the **Contractor** in the defense of any claims.

CONTRACTOR NOT DEPARTMENT EMPLOYEE OR AGENT

Neither the **Contractor**, nor its agents, employees, suppliers nor subcontractors shall be in any way deemed to be employees or agents of the **Department** or of the State of New York in performing the work under this Agreement.

COMPLIANCE WITH LOCAL, STATE AND FEDERAL LAWS

The **Contractor** is responsible for complying with all local, state and federal laws applicable to work performed under this Agreement.

MODIFICATION

This Agreement may not be modified unless such modification is made in writing, executed by the **Department** and the **Contractor**, and approved by the Attorney General and the Comptroller of the State of New York.

TERMINATION OR CANCELLATION

The **Department** may terminate this Agreement for convenience upon giving thirty (30) days written notice to the **Contractor**. This Agreement may be terminated at any time upon mutual written consent of the **Department** and the **Contractor**. Upon termination, the **Contractor** shall immediately cease work and prepare a statement of costs, expenses and non-cancelable commitments incurred as of the date of such termination.

The **Department** may terminate this Agreement for cause upon giving one (1) day written notice.

The **Contractor's** failure to perform in accordance with the terms of this Agreement due to circumstances reasonably beyond the **Contractor's** control should not constitute cause for termination pursuant to this provision. In the event of such failure to perform, the **Department** may, at its option, either grant the **Contractor** a specified period in which to correct its performance, or terminate this Agreement in accordance with this paragraph.

The **Department** reserves the absolute right to terminate this Agreement for cause, if, in its sole and absolute discretion, it determines that: 1) **Contractor's** operation is mismanaged or unsafe; 2) the products, merchandise, supplies and items offered are of no merchantable quality; 3) **Contractor's** operation substantially deviates from the approved activities; 4) **Contractor** fails to comply with designated hours of operation or any other administrative or safety requirement of the **Department**; 5) **Contractor** violates the Code of Conduct referenced within this Appendix D; 6) **Contractor** fails to comply with all applicable local, state, and federal laws, codes, rules and regulations; or 7) **Contractor** fails to make payments or return required documentation by the designated due date.

Should this Agreement be terminated for any of the above stated reasons, all sums of money paid to the **Department** hereunder shall be forfeited as liquidated damages to the **Department**. In addition, should the **Department**, in its sole and absolute discretion, find it necessary to postpone or cancel the dates of the annual New York State Fair, for any cause whatsoever, the **Department** shall not be liable for any damages occasioned as a result of such postponement or cancellation.

Contractor may cancel this Agreement upon receipt of written notice to the **Department** at least 60 days prior to the start date listed on the cover page of this Agreement. The **Department** may refund any payments received prior to the receipt of written notice of cancellation. Cancellations received with fewer than 60 days prior notice may result in forfeiture of all payments made to the **Department** at the **Department's** discretion.

PAYMENTS AND DEPOSITS

All payments must be made with a cashier's check, money order, credit card, or cash (in person for invoices up to five thousand dollars only). Payments shall be made according to the due date or schedule shown on the invoice(s) annexed to this Agreement as Appendix B. **Contractor** may not receive tickets or occupy premises until payment is made in full and all required documentation is received. As additional consideration **Contractor** shall furnish, install and maintain, at no cost to the **Department**, all signs, banners, devices, equipment, machines and other **Contractor** identification or **Contractor**-identified equipment provided for in this Agreement.

WORKERS' COMPENSATION INSURANCE AND NYS DISABILITY BENEFITS

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 document they have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply 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 may result in the termination of the Agreement.

- A. Proof of Compliance with Workers' Compensation Coverage Requirements: An ACORD form is NOT 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, a contractor shall:
- Be legally exempt from obtaining Workers' Compensation insurance coverage; or
 - Obtain such coverage from an insurance carrier; or
 - Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the **Department**:

- 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. This form can be requested online at the Workers' Compensation Board's website: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
- Certificate of Workers' Compensation Insurance:
 - 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 Fair, or
 - 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 Fair.
 - Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
 - Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance available from the contractor's Group Self-Insurance Administrator.

- B. 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, a contractor shall:

- a. Be legally exempt from obtaining disability benefits coverage; or
- b. Obtain such coverage from an insurance carrier; or
- c. Be a Board-approved self-insured employer.

A Contractor seeking to enter into a contract with the State of New York shall provide one of the following forms to the **Department**:

1. 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. This form can be requested online at the Workers' Compensation Board's website: http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp
2. 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 Fair; or
3. 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: New York State Fair, a Division of the Department of Agriculture and Markets, 581 State Fair Boulevard, Syracuse, NY 13209 as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

INSURANCE REQUIREMENTS

At a minimum, **Licensee** shall obtain and maintain the following types of insurance:

- 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, 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.
- Liquor Liability \$1,000,000 if alcohol is provided pursuant to this Agreement.
- Golf Cart Liability \$1,000,000 if golf carts are used on the Licensed Premises.
- Should any vehicles be driven on the Licensed Premises or any adjoining State property on other than a public road or in a visitor parking lot, Comprehensive Business Automobile Liability Insurance for any vehicle with a limit of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.

The insurance certificate must:

- Identify the **Licensee** by legal business name, sole proprietor name and address and, if applicable, the legal status, i.e., corporation, limited liability company, partnership, limited partnership or unincorporated association.
- **Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Department of Agriculture and Markets, Division of State Fair (AGM) and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, AGM and their officers, agents, and employees shall be excess of and shall not contribute with the Licensee's insurance.
- **Additional Insured.** Include insured endorsement (Acord 101) naming the New York State Department of Agriculture and Markets as an additional insured.
- **Waiver of Subrogation.** For all liability policies and the workers' compensation insurance required herein, Licensee shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The State of New York and the New York State Department of Agriculture and Markets, Division of State Fair (AGM), and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Licensee waives or has waived before the casualty, the right of recovery against The People of the State of New York, AGM and employees or (ii) any other form of permission for the release of The People of the State of New York, AGM and their officers, agents, and employees. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.
- **Policy Coverage/Renewal/Expiration.** Policy coverage must be effective on the date of first entry onto the Fairgrounds, either the event date or move in date, whichever is earlier. Coverage must remain in force through the end of the event or move out date, whichever is later. If the policy expiration date falls within the term of the Agreement, the Contractor must provide proof of both the current and replacement policies.

- **Notice of Cancellation or Non-Renewal.** 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. **Licensee** shall immediately inform the New York State Fair of any insurance cancellation or material change in coverage. Certificates of Insurance (or exemptions) shall be provided to the **Department** at the time **Licensee** executes the Agreement.
- **Certificate Holder.** Name the Department of Agriculture and Markets, Division of State Fair, 581 State Fair Boulevard, Syracuse, New York 13209, as the Entity Requesting Proof of Coverage (Entity being listed as the Certificate Holder).

Licensees that are a New York State Agency are not required to comply with the CGL insurance requirements specified herein. **Licensees** that are New York State public authorities, public benefit corporations, or municipalities, as well as federal agencies, that are self-retained may provide an acceptable letter from their corporation counsel confirming such self-retention status in lieu of complying with the CGL requirements specified herein.

MEDIA LICENSEES

The **Department** is providing allotted space on the Fairgrounds without charge in exchange for media services provided.

The space allotted to each media outlet is for the use by the outlet only. The space may not be subdivided in any way and the station agrees to utilize only the space designated for their use. Only those items necessary to broadcast are allowed onsite; such as motor homes, vans, tents or units housing the broadcast facilities. Only the station's call letters may be prominently displayed. Any other advertising is prohibited, except to acknowledge the donor of the broadcast facility; i.e., motor home or van, which can be acknowledged with a small placard on the unit.

Any proposed promotional tie-ins to be featured on the Fairgrounds are subject to the prior approval of the **Department**. Each station will broadcast a moderate and acceptable sound level in keeping with the location and setting of the broadcast facility. The station agrees to abide by the direction of the Fair staff of sound levels. Each station agrees to provide the **Department** with an outline of broadcast hours scheduled throughout the Fair or Event along with other planned activities or events. Admission and parking credentials will be provided by the **Department** based on a written request and will be filled subject to availability. Each station agrees to provide the **Department** with a report prior to the Fair outlining the non-paid media that the **Department** received. Public sale of any items, products, and the like unrelated to the station is prohibited.

NOT FOR PROFIT LICENSEES

Not-for-profit entities with IRS classifications of 501(c)(3), 501(c)(5) or 501(c)(6) with exhibits approved as educational or as offering a service to the New York State Fair and/or its patrons are eligible for a twenty-five (25%) discount off the published rates. Prospective exhibitors must provide proof of IRS designation (a copy of the organization's IRS letter recognizing status) as well as a current or previous filing year IRS Tax Form that includes the legal business name, legal business address, and Employer Identification Number (EIN) on Form 990 or Form 1120. This may also include the acceptance of the filing from the IRS noting the current filing.

The space allotted to each organization is for the use by that organization only. The space may not be subdivided in any way and the members agree to utilize only the space designated for their use. Only those items necessary to exhibit are allowed. No retail sales, order taking, deposit acceptance, contribution solicitation or product or service deliveries are allowed. Only the organization's name may be prominently displayed. Any other advertising is prohibited, except to acknowledge the donor of a portion of the display. A donor may be acknowledged with a small placard on the item.

Any proposed promotional tie-ins to be featured on the Fairgrounds during the Fair are subject to the prior approval of the **Department** via the Concessions and Exhibits Office. Each organization agrees to provide the Concessions and Exhibits Office with notice of any other planned activities or events. Admission and parking credentials will be the responsibility of the organization. The organization may purchase admission credentials at the current Concessionaire and Exhibitor rates. The organization agrees to staff its location at all times during the open hours of the New York State Fair, unless otherwise approved by the Concessions and Exhibits Office.

SALES TAX

Contractors making taxable sales of goods or services shall obtain and maintain a valid Certificate of Authority to collect sales tax in New York State.

CONTRACTOR STATUS

Individuals and Sole Proprietors

It is mutually agreed that this Agreement shall be and is a personal agreement by and between you and the **Department** and shall not inure to the benefit of your heirs, personal representatives, successors or assignees and in the event of the death of yourself during the term of the agreement, it shall be automatically terminated.

Partnership

If Contractor is a partnership and during the term hereof one partner shall die then this Agreement may be terminated at the sole and complete discretion and option of the **Department**.

Corporations

If Contractor is a corporation, and during the term of this agreement any changes in Management occur, then that shall be made immediately known to the **Department**.

SAVINGS/FORCE MAJEURE

Neither party shall be liable to the other for failure to perform any part of this agreement due to a force majeure occurrence. A force majeure occurrence is an event or effect that cannot be reasonably anticipated or controlled and is not due to the negligence or willful misconduct of the affected party. Force majeure includes, but is not limited to, acts of God, acts of war, acts of public enemies, terrorism, strikes, fires, explosions, actions of the elements, floods, epidemics or pandemics, or other similar causes beyond the control of the Contractor or the **Department** in the performance of the Contract where non-performance, by exercise of reasonable diligence, cannot be prevented.

NEW YORK LAW

The parties to the Agreement agree that the laws of the State New York shall apply to the contract and to all claims, actions and other proceedings arising out of the Agreement. Both parties agree that this agreement is performable in Onondaga County.

NOTICE

All notices given to the New York State Fair, a division of the **Department**, may be served only by mailing same by certified mail to New York State Fair, 581 State Fair Blvd., Syracuse, New York 13209. Notice to **Contractor** shall be given to **Contractor** at the address stated on the face page of this agreement.

REMOVAL OF PERSONAL PROPERTY

Upon the expiration of this agreement or early termination thereof, **Licensee** agrees that the licensed premises shall be surrendered free of all personal property of **Licensee** including but not limited to any tents, merchandise, equipment, vehicles, trailers, and supplies stored onsite ("personal property"), unless otherwise agreed upon in writing between the **Department** and **Licensee**. Any personal property of **Licensee** remaining on or at the licensed premises after the expiration or early termination of the contract term is hereby agreed to be abandoned by **Licensee** and may be removed and/or disposed of by **Licensors**, in **Licensors**' sole discretion, without obligation or liability of any kind to **Licensee**, at **Licensee's** sole cost and expense. In the event the **Department** agrees to allow **Licensee** to store personal property onsite beyond the expiration or early termination of this agreement, **Licensee** shall procure and maintain adequate insurance as prescribed by the **Department** and **Licensee** hereby agrees to waive any claim for damage to any personal property stored onsite.

SAFETY REQUIREMENTS

Fire Safety

Licensee must comply with the current Fire Code of New York State and current Building Code of New York State available at <https://codes.iccsafe.org/codes/new-york>.

Food and Beverage Safety

All food and beverage operations must comply with Subpart 14-2 of the NY State Sanitary Code. All Food and Beverage **Contractors** that fail to comply with Subpart 14-2 of the NY State Sanitary Code, including failure to obtain and maintain a Temporary Food Service Establishment permit from the NYS Department of Health Syracuse Regional Office for the present year, will result in termination of this contract agreement. Regulations for Temporary Food Service Establishments are available at <https://regs.health.ny.gov/volume-title-10/1651173225/subpart-14-2-temporary-food-service-establishments>.

MISCELLANEOUS

Entertainment

Contractor must receive prior approval from the **Department** to host any type of live entertainment on the Fairgrounds. Request must be made in writing to the **Department** at least 30 days prior to the start of the New York State Fair or Event. The request must include name of band, time, date and type of music. Decisions are determined by location, type of entertainment, time and date. The **Department** will notify **Contractor** of its decision in writing. Entertainment must not be within or interfere with public access. **Contractor** shall assume sole responsibility for the production and costs of same.

Exclusivity Contracts

Any exclusivity contracts that the Department has entered into will apply to affected Concessionaires, Exhibitors, and Sponsors. This information will be provided to **Contractor**, if applicable.

Government Regulations

Contractor may not use its licensed space for any unlawful or illegal purpose or for any purpose in violation of any federal, state or municipal law, ordinance, government rule, order or regulation and shall comply with all rules of the **Department**.

Violations

Contractor will be informed of any instance(s) of non-compliance with these General Conditions. The most serious violations may result in not being invited to return to future events or an immediate order to cease operation and vacate the Fairgrounds.

RESPONSIBILITY REQUIREMENTS

- A. The **Department** is required to undertake an affirmative review of the responsibility of any **Contractor** to which it proposes to make a contract award. Such review shall be designed to provide reasonable assurances that the proposed **Contractor** is responsible. In undertaking such review, the **Department** must comply with the following standards:
 - a. In all cases, the **Department** must consider any information that has come to its attention from the proposed **Contractor** or any other source that would raise issues concerning the proposed **Contractor's** responsibility.
 - b. In the case of any contract valued at \$100,000 or more, the **Department** must affirmatively require disclosure by the proposed **Contractor** of all information that the **Department** reasonably deems relevant to a determination of responsibility by completing a Vendor Responsibility Questionnaire.
- B. The **Contractor** shall at all times during the **Agreement** term remain responsible. The **Contractor** agrees, if requested by Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- C. The Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this **Agreement**, at any time, when he or she discovers information that calls into question the responsibility of the **Contractor**. In the event of such suspension, the **Contractor** will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the **Contractor** must comply with the terms of the suspension order. **Agreement** activity may resume at such time as the Commissioner or his or her designee issues a written notice authorizing a resumption of performance under the **Agreement**.
- D. Upon written notice to the **Contractor**, and a reasonable opportunity to be heard with appropriate Commissioner officials or staff, the **Agreement** may be terminated by Commissioner or his or her designee at the **Contractor's** expense where the **Contractor** is determined by the Commissioner or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

PROCUREMENT LOBBYING LAW (Contracts over \$15,000)

Pursuant to State Finance Law Sections 139-j and 139-k, certain restrictions on communications between the **Department** and prospective **Contractors** are imposed during the procurement process. Prospective **Contractors** are restricted from making contacts from the earliest notice of intent to solicit bids/proposals through final award and approval of the Procurement Contract by the **Department** and, if applicable, the Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law Section 139-j(3)(a). Designated staff persons have been identified in the solicitation. **Department** employees are also required to obtain certain information when contacted during the restricted period and make determinations regarding the responsibility of prospective **Contractors** pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a period of four years; the prospective **Contractor** will be debarred from obtaining governmental Procurement Contracts.

The **Department** reserves the right to terminate this Agreement in the event it is found that the certification filed by the **Contractor** in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the **Department** may exercise its termination right by providing written notification to the **Contractor** in accordance with the written notification terms of this Agreement.

ADVERTISING

Advertising and/or marketing is prohibited on the Fairgrounds other than in the Licensed Premises designated pursuant to this Agreement; all business must be conducted within the Licensed Premises. False or misleading advertising is prohibited.

CODE OF CONDUCT

The New York State Fair strives to work with **Contractors** who treat their workers, customers, and Fairgoers with dignity and respect, maintain just and decent working conditions, and adhere to all applicable laws and regulations.

Accordingly, each **Contractor** must comply with the following Code of Conduct. The Code of Conduct defines the **Department's** minimum expectations. No code of conduct can be all-inclusive, but the **Department** expects those with whom it does business to act reasonably in all respects and to ensure that no abusive, exploitive, or illegal conditions exist. Failure to comply with the Code of Conduct may result in termination of this Agreement.

KEY EXPECTATIONS – All New York State Fair **Contractors** must:

- Work cooperatively with the Fair attendees and staff.
- Not discriminate against customers, other vendors, or State Fair staff based on their race, gender, religion, ethnicity, sexual orientation, or gender identity.
- Treat each employee, **Department** staff, State Fair regulatory personnel, customer, and Fairgoer with respect and dignity and must not subject anyone to physical, sexual, psychological, or verbal abuse, or any other form of harassment or threatening behavior.
- Not engage in behavior that disparages another participant or actions that unnecessarily interfere with another participant's

set up, sales, or activities, or any other action or behavior that State Fair staff determines in their sole discretion to be uncooperative in nature.

- Comply with the New York State Fairgrounds Rules of Conduct available at <https://nysfair.ny.gov/your-visit/rules-of-conduct/>.
- Refrain from bringing any pets onsite due to health and safety risks, unless they are approved by the **Department** as part of the exhibit or are a service animal.
- Refrain from engaging in any behavior not appropriate for a public setting including, but not limited to, use of obscene or abusive language and/or physical violence.

FIREWORKS

Fireworks and sparklers are not permitted on the Fairgrounds for use or sale.

GREASE

Contractors are responsible for disposing of all grease or solid waste resulting from food production within their licensed space. The New York State Fair will place grease receptacles at designated areas for **Contractor** use. The Fair will provide **Contractors** with the locations of grease receptacles upon arrival. **Contractor** must provide individual grease or graywater collection containers at their licensed location(s). **Contractors** are responsible for transporting all waste materials to the designated communal dumping locations onsite. Under no circumstances is grease or any solid waste material to be poured into rubbish barrels, dumpsters, sink drains, storm water drains, or anywhere other than the designated communal dumping locations onsite. **Contractors** will be held financially responsible for all costs incurred due to violation of these conditions, fined \$500 per incident, and removed from consideration for future Fairs and events.

ILLCIT DISCHARGE DETECTION AND ELIMINATION (IDDE)

Contractors occupying recreational vehicles may not deposit any refuse or empty any graywater, fluid waste, water, or other liquids onto the ground or into the streets, gutters, or catch basins. Fluids (not grease and oil) and wastewater must be discharged into approved sanitary sewer systems only. When sanitary sewer access is not available, holding tanks must be used until such waste can be properly discharged at an acceptable sanitary sewer access point. Grease and oil must be deposited in approved recycling containers. It is illegal to dump waste or pollution into storm drains. Fine of \$500 per incident.

LABOR REGULATIONS AND STANDARDS

Licensee shall comply with all local, federal, and New York State labor regulations and standards.

MERCHANDISE RESTRICTIONS

Due to safety regulations and concerns, the use or sale of laser lights or laser pointers is strictly prohibited. **Licensee** will not be allowed under any circumstances to possess these devices within their display area. Any other product or merchandise deemed inappropriate, unsafe, or potentially damaging to State Fair property by the **Department** or the New York State Police will be prohibited.

Licensee must obtain prior approval from the **Department** before selling any products or merchandise, or offering any giveaways (e.g. free merchandise or products). Decisions will be made during the application and approval process.

CANNABINOID HEMP PRODUCTS

Any **Contractor** planning to sell cannabinoid hemp products (both online and in person) are required to obtain a Cannabinoid Hemp Retail License or Temporary Retail Permit from the New York State Office of Cannabis Management (OCM) before selling cannabinoid hemp products to consumers at the New York State Fairgrounds. **Contractors** found to be selling cannabinoid hemp products that are not licensed/permitted, will be asked to immediately remove those products from their licensed space. Failure to remove cannabinoid hemp products that are not licensed/permitted by OCM or failure to obtain the required license/permit from OCM will result in termination of this Agreement. For more information visit:

<https://cannabis.ny.gov/system/files/documents/2023/04/cannabinoid-hemp-program-retail-license-notification.pdf>

MICROPHONES

Licensee must receive prior approval from New York State Fair Management to use amplified sound. Decisions are made during the application and approval process.

If approved, sound-producing devices used shall not annoy or inconvenience other licensees or patrons. The **Department** reserves the right, in its sole discretion, to require the reduction of volume or removal of sound producing devices. Undue noise made in the operation of exhibits, or noisy or unseemly methods employed in sales or demonstrations are not permitted. The decision of what constitutes undue noise or unseemly method shall rest with the **Department** whose decision will be final.

OFFENSIVE ITEMS

The **Department** reserves the right to ask **Licensee** to remove any material or merchandise from the Licensed Premises that the **Department** deems offensive or inappropriate.

ALTERATIONS AND IMPROVEMENTS

Licensee shall not make any alterations or improvements to the Licensed Premises without the prior written consent of the **Department**.

Licensees occupying permanent structures are required to clean and maintain the Licensed Premises and always keep their seating areas and tables clean and neat.

All installations including electrical, water, plumbing, or similar construction, shall be made only with the prior written approval of the **Department** and shall comply with all local building and health regulations.

A set of keys for the licensed building or structure must be given to the Fair Maintenance Department & Security Office for access to such facilities in the event of an emergency.

PRICING

It is mandatory that prices for all products including food, drink and novelties are posted. The designated price charged must be the same throughout the duration of the Fair or Event. **Licensee** must also comply with the credit card surcharge notice requirements in Section 518 of the General Business Law, and any amendments thereto.

RECYCLING

Concessionaires, Exhibitors, and Sponsors are required by law to recycle those items that have been identified as recyclable. These items should be placed in a clear trash bag (cardboard should be broken down and stacked) and left for pick-up by New York State Fair personnel in an out-of-public view location. The following recyclables are designated in this program:

Plastic bottles with the recycling symbol and the #1 or #2 on the bottom and stackable, wide-mouthed #5 plastic containers (e.g. butter tubs): please rinse, flatten and discard tops and caps.

Metal containers (including all food and beverage cans and lids), empty aerosol cans (which did not previously contain hazardous waste such as pesticides), aluminum foil and aluminum baking tins. No other metal items are allowed. Please remove food particles by rinsing. It is not necessary to remove paper labels.

Glass containers, including all clear and colored glass food and beverage bottles. Rinse bottles and discard caps. It is not necessary to remove paper labels. Excluded are ceramics, window glass, auto glass, mirrors and kitchenware.

Table top containers, including milk and juice cartons: please rinse and flatten.

Corrugated cardboard (grooved cardboard commonly used for packing boxes): flatten into lengths no larger than 3' by 3'. Pizza boxes can be placed in with your other corrugated boxes. Please remove food, plastic, foil and paper, and flatten boxes.

Please visit <https://ocrra.org/> for more recycling details and requirements.

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 permitted. All signs must be neatly and professionally printed and displayed in a conspicuous place on or within **Contractor's** Concession or Exhibit.

Any signage that is not affixed to or within the footprint of Contractor's Concession or Exhibit rental space is prohibited.

SUBLETTING

No sub-licensing is permitted. Any attempt to sub-license or assign **Licensee's** licensed space pursuant to this Agreement shall be grounds for immediate termination for cause.

UTILITIES

The **Department** shall provide water, sewer, and electric service. In the event of interruption of utility services under the control of the **Department**, the **Department** shall undertake to repair such interruption promptly and **Contractor** waives any and all claims for compensation from any loss of revenue incurred by **Contractor** as a result of such interruption.

TENTS

Unless otherwise authorized by the **Department**, only tents from the **Department's** "Approved Tent Rental Providers List" are permitted on the Fairgrounds. All tents larger than 400 square feet must also be approved by the New York State Office of General Services (OGS). The **Contractor** is responsible for ensuring that any tents erected on the Fairgrounds are installed following the manufacturer's specifications and securely anchored with concrete ballasts to ensure safety and stability during adverse weather conditions.

WIFI

All merchants and service providers that process, transmit or store cardholder data must comply with the Payment Card Industry Data Security Standard (PCI DSS) in order to accept credit/debit cards as form of electronic payment. PCI DSS applies to merchants even if they have subcontracted their payment card processing to a third party. Vendor Wi-Fi utilizes a pre-shared key for vendors. Use of a pre-shared key shall result in no expectation of privacy.

NECESSARY SIGNATURES

If the financial limit under this Agreement is Twenty-Five Thousand Dollars (\$25,000) or less, this Agreement shall not be binding and effective upon the **Department** unless and until it is executed by the **Department** and the **Contractor**. If the financial limit under this Agreement exceeds Twenty-Five Thousand Dollars (\$25,000), this Agreement shall not be binding and effective upon the **Department** unless and until it is executed by the **Department** and the **Contractor** and approved by the Attorney General and the Comptroller of the State of New York.