

Cornell Cooperative Extension Erie County

Application Instructions To Participate at Taste NY

- If you are a vendor *ONLY* looking to sell your NYS agricultural based products in our store at the Western NY Welcome Center, please read pages 2-4, then fill out Section A- WNY Welcome Center Taste NY Market – Retail Market Vendor Application (pages 5-7). Then continue to *Section C- WNY Welcome Center Taste NY Market at Grand Island Vendor Requirements to learn more about what type of insurance you need to provide, what other paperwork you will need to provide (W9), and how to add **Cornell Cooperative Extension of Erie County** as additional insured.*
- If you are a vendor looking to sell your NYS agricultural based products in our store at the Western NY Welcome Center AND you would like to participate as a vendor in Taste NY special events (ie: Farmers Market, monthly special events, etc), please read pages 2-4, then fill out Sections A & B. Then refer to the Certificates/Permits/License section at the end of Section B to learn about insurance needs. *All Farmers Market and Event Vendors/Artisans will need an **additional** Certificate of Insurance naming not only **Cornell Cooperative Extension of Erie County** but also **NYS Thruway Authority** as Additional Insured and listing them as Certificate Holder. See Attached example.*

Our 2021 Farmers Market will be held June 21st – October 4th on Monday nights from 4pm-7pm.

- If you do not want to be a vendor or do not meet our qualifications to be a vendor in our store (including but not limited to artisan/crafts, photography, apparel, etc) but would still like to participate in Farmers Markets and Special Events, please read the COVID PROCEDURE on page 4, and fill out Section B. Then refer to the Certificates/Permits/License section at the end of Section B to learn about insurance needs. *All Farmers Market and Event Vendors/Artisans will need an **additional** Certificate of Insurance naming not only **Cornell Cooperative Extension of Erie County** but also **NYS Thruway Authority** as Additional Insured and listing them as Certificate Holder. See Attached example.*

Our 2021 Farmers Market will be held June 21st – October 4th on Monday nights from 4pm-7pm. We also schedule monthly/bi-monthly special events in which we will invite vendors to sell their goods.

Helping You Put Knowledge to Work

Cornell Cooperative Extension is an employer and educator recognized for valuing AA/EEO, Protected Veterans, and Individuals with Disabilities and provides equal program and employment opportunities.

21 South Grove Street • East Aurora, NY 14052 • (716) 652-5400

Cornell Cooperative Extension Erie County

February 2021

Dear Prospective WNY Welcome Center Taste NY Store Vendor:

Thank you for your interest in becoming a vendor at the Taste NY Market in the Western NY Welcome Center, Grand Island, New York. The business is operated by Cornell Cooperative Extension of Erie County (CCE Erie) and is accepting applications from potential vendors of Fresh Produce, Dairy, and Meats, as well as “retail ready” NYS food, beverage, farm and non-food products for the Taste NY Market.

Vendors meeting the Taste NY retail guidelines and who can submit the required insurance documentation, will be considered by the market manager for wholesale purchase of retail ready product for retail sales at the Taste NY Market, Grand Island.

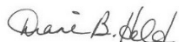
Vendors in the Market may be rotated depending on seasonality, product variety, availability, consumer demand, and other factors. Delivery logistics will be discussed at greater length once the administrative process is complete with correct certificate of insurance on file. The Market is open year-round, seven days a week. We also host many different vendor and artisan events throughout the year.

Please return the completed **vendor application with product list with wholesale pricing and barcode/UPC information, and certificate of insurance** naming Cornell Cooperative Extension of Erie County as the Certificate Holder to: Diane Held, 21 S. Grove St. East Aurora, NY 14052.

Only applications with completed Certificates of Insurance will be considered.

I look forward to building a successful Taste NY Market with you.

Best,



Diane Held, Executive Director

Cc Molly Vigrass, WNY Welcome Center Taste NY Market Manager

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TASTE NY RETAIL GUIDELINES

“Taste NY” brands New York products at special events, tourism destinations and stores throughout the state, making these products more readily available and recognizable to New York residents and tourists. “Taste NY” tents, stores and events will soon be seen promoting agricultural products grown, and food and beverages processed within New York State to everyone.

- Farm fresh produce, dairy, meats, honey, and maple syrup
- Appropriate shelf-stable food and beverage products for retail include candies, chocolate products, sauces, salsas, pickled products, marinades and salad dressings, jams, jellies and preserves, packaged tea and coffee, snack items like cookies, chips, crackers, pretzels, nuts, dried fruit, etc., grocery and pantry items including pasta, flours and grains, herbs and spices, condiments, textiles and crafts such as ceramics, candles, fiber products, wood products, soaps and beauty products including lotions, creams, sunscreen, lip balm, cleaning products, books, and gift baskets.
- These products must be grown and/or processed in New York and labeled as such.
- Signage and colors used within the retail space shall be consistent with the Taste NY brand guide.
- Use of the logo outside of the defined retail space and on brochures or other written material shall be prohibited, unless prior written approval is obtained by the NYS Department of Agriculture and Markets.
- Product deliveries must be arranged with the Market Manager.

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NEW COVID PROCEDURES FOR SPECIAL EVENTS

Risk of transmission from food, food packaging, and shopping bags is considered very low, but there are other, possible routes of COVID-19 transmission, such as:

- Being in close contact (within 6 feet) with people you don't live with, especially people who are not wearing a mask. The more people you interact with, and the longer those interactions last, the higher the risk of COVID-19 spread;
- Touching a surface or object that has the virus on it and then touching your own mouth, nose, or eyes.

According to the CDC, outdoor activities generally are lower risk than indoor activities but there are still important ways to prevent the spread of COVID-19 that should be followed:

- Vendors, staff, customers, visitors, etc will be required to wear a mask correctly AT ALL TIMES.
- Taste NY will provide hand sanitizer to all vendors to display at their sites for their own use and customer use.
- Vendors, staff, customers, visitors, etc will need to be physically distanced from others, at least 6 feet apart. There will only be allowed 1 customer at a time at your table. Others will have to wait to approach until the transaction is over or until the browser has left the area.
- We advise that if you are feeling sick, please let the Manager know, and stay home.
- It is encouraged to sanitize your site regularly, during set up, in between customers, and during take down.

Any other procedures that may need to be put in place specifically for an event will be communicated to you by the Manager.

By initialing here, I will adhere to these policies and any additions to these policies: _____

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A. WNY Welcome Center Taste NY Market – Retail Market Vendor Application

Farm/Business Name: _____

Contact Name: _____

Mailing Address: _____

Telephone: _____ Cell Phone: _____

Farm Address (if different from above): _____

Email Address(es): _____

Website/Social Media: _____

Available New York produced agricultural products. Please list products available to the WNY Welcome Center Taste NY Market, Grand Island, origin and processing location, and times of year available. (Example: 1. Beans, pints, grown by XX Farm in Elma, NY 2. Salsa, 10 oz. jars, ingredients grown by XX Farm in Clarence, NY, processed and jarred in Buffalo, NY, available Fall/Winter; 3. Coffee, made from Columbian coffee, beans roasted and packaged in Lackawanna, NY, available year round; 4. Alpaca Scarves, wool grown and processed from XX Farm in Eden, NY, available year round). If you are a distributor, please indicate the sourcing locations of products. Attached additional sheets if necessary:

Production Methods Used: Production Methods: e.g., conventional, certified organic, naturally raised, etc:

Additional production/farm information: Use additional sheets if necessary.

If you use products from other NYS farms, please list farms here:

Food License Information:

Product Processing Location(s):

Farm Store/Stand Location(s): _____

For how long is your product shelf-stable: _____

Farm/Business Visits: Market management reserves the right to conduct business visits to assure products sold are in compliance with the vendor agreement and to confirm the product supply chain from farm to shelf. Please include directions to your farm/business:

Delivery Logistics: Taste NY Market at Grand Island deliveries must be arranged with the Market Manager. Please check appropriate boxes below:

- I will deliver my products directly to the Taste NY Market at Grand Island. I am able to make these deliveries:
 - Once weekly
 - Twice weekly
 - As often as needed

- I cannot currently deliver my products but this is how I plan to get my product to the Market:

- Commercial 3rd party shipping (at vendor expense) may be discussed in advance with CCE Erie. Some limitations may apply.

Ordering Terms: No product can be delivered or accepted at the Market unless ordered by the Market Manager. To fulfill an order for the Market, I or my business must receive the order from the Market Manager at least:

- 2 hours prior to delivery
- 24 hours prior to delivery
- 48 hours prior to delivery
- 3-5 business days prior to delivery

When placing orders for my product the best way to place the order is:

- By email
- By phone
- By text message
- Through the distributor(s) listed above

If your product is retailed in other locations, please list those locations here:

Do you have rack cards or other promotional materials available? YES NO

Are you willing to provide information about your business for an interactive digital display to promote and locate your products at other retail locations? YES NO

Are you interested in providing personnel on occasion for tastings or promotions? YES NO

Do you have barcode/UPCs for your products YES NO

Would you be willing to provide us with information about tracking consumers from the WNY Welcome Center Taste NY Market at to your farm/business? YES NO

Certificates/Permits/Licenses Required

Proof of general and product liability coverage in a minimum amount of \$1 million/ \$2 million aggregate naming Cornell Cooperative Extension of Erie County as the certificate holder must be submitted with this application and before providing product for sale in the Market. A copy of the Certificate of Insurance must remain current and on file with the Market. At the time of approval the vendor must also provide CCE Erie with current copies of all permits, licenses, certifications and other approvals as required by law and regulations to produce and market their products as a condition of selling products in the Market.

Terms of Payment

1. All WNY Welcome Center Taste NY Market vendors will be paid on 30-day terms based on date of receipt of invoice.
2. All Market vendors will be paid by mailed check and are responsible for providing the correct payment address and contact information.
3. Additional and/or alternative payment methods or timeframes require prior approval.

Acknowledgement

By initialing here _____, you acknowledge the Market will rotate vendors and product in an effort to highlight a variety of farms and products.

Acceptance and Commitment

By signing this document, I _____ owner/representative (circle one) of _____ hereby confirm that all above information was provided truthfully and accurately. If my products are selected for sale in the WNY Welcome Center Taste NY Market or I am invited to participate in a Taste NY special event, I will comply with the conditions set forth in this application, including the attached Cornell Cooperative Extension Outside Vendor Contract and Taste NY Retail Guidelines.

Vendor Name (please print)

Signature

Date

B. FARMERS MARKET: We are offering an opportunity to sell during our Farmers' Market which will be held every Monday from 4pm-7pm, June 21, 2021 through October 4, 2021. There is no fee for the 10' x 10' space, it is FREE for the entire market season. However, Space is limited. Anyone selling at the Market will keep all proceeds from the sale of their products. You do not need to be a Taste NY Vendor to sell at the Farmer's Market, but you will need appropriate licenses, insurance coverage, and a sales tax certificate if required. You also agree to disclose market sales to Taste NY for the purpose of reporting total market sales.

Farm/Business Name: _____

Contact Name: _____

Mailing Address: _____

Telephone: _____ **Cell Phone:** _____

Farm Address (if different from above): _____

Email Address(es): _____

Website/Social Media: _____

Would you like to sell at our Farmers Market? YES NO

If YES, please indicate the dates you are interested in.

_____ June 21st – October 4th - 16 weeks

_____ June 21st & 28, 2021

_____ July 5th to 26th 2021

_____ August 2nd to 30th 2021

_____ September 6th to 27th 2021

_____ October 4th 2021

Specific Weeks: _____

What Products will you sell at the market (Example Tomatoes, pint, grown XX Farm, Amherst, NY)

_____ You may attach an additional sheet if necessary.

If you are participating in the Farmers Market for the **FIRST TIME**, please follow #1 & #2 below to apply for a Thruway Occupancy Permit.

Duration: June – October 2021.

Purpose of Permit: TasteNY Farmers Market at the Western NY Welcome Center. The fee is being waived.

If you have already completed the application, we will need updated proof of insurance from you each year you are participating.

1. Thruway Permit Application:

- Please complete and sign the permit application found on our website at the following links:
<http://www.thruway.ny.gov/business/realproperty/permits.html> (Permit Website)
[Thruway Permit Application](#) (TA-W5124)

2. The required Insurance Documentation is as follows:

- ACORD 25
 - Include NYS Thruway Authority, Buffalo Division as additional insured **and** as Certificate Holder. See application for address of Buffalo Division office.
 - Please refer to the attached “TAP-526” insurance document for required insurance limits.
- For proof of Workers Compensation I need one (1) of the following forms as described in Section 2 of the Permit Application:
 - CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Insurance; or
 - SI-12 - Affidavit certifying that compensation has been secured (if self-insured); or
 - U-26.3 - NYS Insurance Fund Certificate of Workers' Compensation coverage; or
 - C-105.2 - Certificate of NYS Workers' Compensation Insurance form Private Insurance Carriers
- For proof of Disability insurance I need one (1) of the following forms:
 - CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Insurance; or
 - DB-120.1 - Certificate of NYS Disability Benefits Insurance or Self-Insurance
 - DB-155 Certificate of NY Disability Benefits Self Insurance
- [Supplemental Insurance Certificate](#) (TA-W51343) – Filled out by an insurance agent

Please send all completed applications and needed insurance to Molly Vigrass at mv339@cornell.edu.

SPECIAL EVENTS: We often offer an opportunity to sell during special events that we try to set up monthly. There is no fee for space, it is FREE for each event you are participating in. However, Space is limited. Anyone selling at Taste NY events will keep all proceeds from the sale of their products. You do not need to be a Taste NY Vendor to sell at these events, but you will need appropriate licenses, insurance coverage, and a sales tax certificate if required. You also agree to disclose event sales to Taste NY for the purpose of reporting total event sales. You will be invited to these events when they are planned.

*All Farmers Market and Event Vendors/Artisans will need an **additional** Certificate of Insurance naming NYS Thruway Authority as Additional Insured and listing them as Certificate Holder. See Attached example.*

Certificates/Permits/Licenses Required

Proof of general and product liability coverage in a minimum amount of \$1 million/ \$2 million aggregate naming Cornell Cooperative Extension of Erie County as the certificate holder must be submitted with this application and before providing product for sale in the Market. A copy of the Certificate of Insurance must remain current and on file with the Market. At the time of approval the vendor must also provide CCE Erie with current copies of all permits, licenses, certifications and other approvals as required by law and regulations to produce and market their products as a condition of selling products in the Market.

Acknowledgement

By initialing here _____, you acknowledge the Market will rotate vendors and product in an effort to highlight a variety of farms and products.

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Vendor Name (please print)

Signature

Date

C. WNY Welcome Center Taste NY Market at Grand Island Vendor Requirements

These specifications must be submitted by the Vendor to its insurance agent/broker for verification of coverage prior to execution of any contract, work, or services or products provided.

Agreement between CORNELL COOPERATIVE EXTENSION OF ERIE COUNTY (CCE Erie) AND _____ (VENDOR)

Services/products provided by VENDOR _____

1. WARRANTIES.

- a. **Infringement.** Vendor warrants that the Services, Products and Deliverables, if any, provided hereunder will not infringe on any third party’s intellectual property or moral rights, nor upon any third party’s rights of personality or publicity.
- b. **Authority.** Each party warrants that: (i) they have the power and authority to enter into and perform this Agreement; (ii) the Agreement will be a legally valid and binding obligation enforceable against either party; and (iii) there are no pending or threatened litigation actions, claims or proceedings, and there are no pending judicial or administrative orders or rules, that would materially impact their ability to perform hereunder.
- c. **Performance.** Vendor warrants that it will perform its obligations in a timely, workmanlike manner, in accordance with industry best practices and agreed specifications.
- d. **Compliance with Laws.** Vendor warrants that neither its execution of this Agreement nor its providing of the Services or Products violate any applicable law, regulation, or rule of any authority having jurisdiction, including without limitation OFAC (including without limitation, privacy, import, export, currency control, labor, hazardous materials, safety and environmental laws, rules and regulations), or any contract between Vendor and any other person or entity. Each party warrants that it shall comply with all applicable federal, state and local laws and regulations.
- e. **Information.** CCE Erie shall provide Vendor with information reasonably necessary to provide the Services or Products, and reasonable access to personnel and other reasonable assistance required. We warrant that to the best of our knowledge all information provided hereunder will be accurate and complete in all material respects.
- f. **Personnel.** Vendor warrants that it will retain qualified personnel and provide any training, tools, supplies or other resources necessary to perform the Services or provide the Product. Vendor will ensure that its employees at all times observe our security policies and, when performing Services on our premises, our workplace policies. Vendor represents that it shall only assign personnel that are legally eligible to work, have successfully completed a background check and that all assignments shall be in compliance with applicable equal opportunity laws, all of which Vendor shall certify if we request.
- g. **Registration.** Vendor warrants that it is registered with all necessary state regulatory authorities and that it is not listed on any state debarment lists, and that it, upon demand, shall provide proof of such registration to CCE Erie.

2. INDEMNIFICATION. To the fullest extent permitted by law the VENDOR shall indemnify, defend, and hold CCE Erie and our respective officers, directors, employees and agents, and their successors and

assigns ("Indemnified Parties"), harmless from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs, reasonable attorneys' fees, consequential damages, and punitive damages), arising out of or resulting from, or alleged to arise out of or arise from, the performance by or products of the VENDOR or any of VENDOR's subcontractors of this Agreement, regardless of whether such claim, damage, demand, loss, expense, fine, cause of action, suit or other liability is attributable to bodily injury, personal injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of the VENDOR or any entity for which it is legally responsible, including any allegations that the Products or Services infringe, misappropriate, or violate any intellectual property rights of any third party.

3. INSURANCE. VENDOR shall, at its own expense, maintain at all times during the Term the following Identified Insurance, each to be written by insurers with AM Best's Ratings of A- or higher in good standing and qualified to do business in each jurisdiction where the work or product is provided. VENDOR shall provide a Certificate of Insurance with CCE Erie as the certificate holder, at least ten (10) business days prior to the start of this agreement and subsequent to the renewal of any of the required insurance, showing evidence of the following minimum limits of insurance or as required by law, whichever is greater.

- a. **Commercial General Liability (CGL)**, including contractual, independent contractors, personal & advertising injury, and products/completed operations \$1,000,000 occurrence/\$2,000,000 aggregate
- b. **Auto Liability** – If a BUSINESS ENTITY (C-Corp, S-Corp, LLC, LLP or other formal business entity including a Not For Profit) Commercial Auto Liability for Owned (if ANY), Non-Owned and Hired Autos - \$1,000,000 Combined Single Limit.

If Individual/Sole Proprietor – *and coverage provided on a Commercial Auto Policy OR a Hired/Non-Owned Endorsement on CGL Policy – same as BUSINESS ENTITY.*

If Personal Auto Policy - \$300,000 Combined Single Liability Limit OR if Split Liability Limits \$250k/\$500k for Bodily Injury and \$100k for Property Damage.

- c. **Workers Compensation**, if required by law. If exempt please initial: _____

Other Insurance Provisions

- (a) The Identified Insurance shall include the following provision on the Commercial General Liability and Umbrella insurance policies; to name the following as **Additional Insured per ISO FORM CG 20 15 or COMPARIBLE FORM**, covering all the activities and products of VENDOR with respect to the performance of this Agreement:

Cornell Cooperative Extension of Erie County its officers, directors, employees and agents are hereby named as Additional Insured

The Identified Insurance shall also:

- require CCE Erie to be notified in writing at least thirty (30) days prior to cancellation of or any material change in the policy;
- be primary to insurance maintained by CCE Erie or our affiliates (and insurance maintained by CCE Erie and/or our affiliates shall be non-contributory to such insurance);

- endorsed to waive rights of recovery by subrogation in favor of CCE Erie and our affiliates; and
 - in the case of policies or provisions relating to products, completed operations, survive termination or expiration of this Agreement.
- (b) VENDOR shall furnish to CCE Erie a certificate of insurance evidencing all Identified Insurance (including without limitation, an Acord form) and, at least thirty (30) days prior to the expiration of a policy, certificates evidencing additional or renewal policies.
- (c) All Identified Insurance shall be written on an occurrence basis. Any deductibles or self-insured retentions shall be the sole responsibility of VENDOR, and coverage shall apply for the benefit of us and all additional parties insured as if no deductible or self-insured retention applied.
- (d) To the fullest extent allowed by law, VENDOR hereby waives all rights of recovery in favor of the Additional Insureds and the Indemnitees.
- (e) VENDOR shall bear the risk of loss with respect to any owned, leased, rented or borrowed vehicles, equipment, data, tools or other personal property. VENDOR shall bear the risk of loss with respect to any of its expenses or loss of income.
- (f) The insurance required herein shall be written for not less than minimum amounts or greater if required by law, except that if VENDOR procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein.
4. **ACCESS TO PREMISES.** We make no representations with respect to the physical conditions or safety of our premises. Vendor shall, at its own expense, preserve and protect from injury its employees engaged in the performance of the Services and all property and persons which may be affected by its operations in performing the Services.
5. **INDEPENDENT CONTRACTOR; EMPLOYEES:** Each party is an independent contractor and not the other's agent, partner, fiduciary or representative. Neither party shall act or represent itself, directly or by implication, in any such capacity or assume or create any obligation on the other's behalf.
6. **NOTICES.** Any notices specified herein shall be in writing and deemed given or made if delivered: (a) by personal delivery with signed receipt; (b) by reputable courier with signature required; (c) by United States registered or certified mail, postage prepaid, return receipt requested. Notices shall be delivered to the parties at the addresses set forth above or as otherwise designated in writing. The parties agree that general operational communications may be transmitted via e-mail or facsimile between the parties' authorized business contacts.
7. **LIMITATION ON DAMAGES.** EACH PARTY EXPRESSLY WAIVES ANY AND ALL RIGHTS IT MAY HAVE HEREUNDER TO CLAIM OR RECOVER PUNITIVE DAMAGES. Neither party shall be liable for indirect, special or consequential damages arising out of or relating to this Agreement, except where such damages arise out of or relate to the party's intentional, reckless, or grossly negligent acts or omissions.

8. AGREEMENT. This Agreement contains the parties' entire understanding relating to its subject matter and supersedes all prior discussions, understandings and agreements. No alteration or modification of this Agreement shall have any force or effect unless in a written instrument signed by both parties. This Agreement may be executed in two or more counterparts, each of which shall be an original but together constitute one and the same instrument. Delivery of an executed Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually executed counterpart hereof. If any provision hereunder shall be held invalid, unenforceable or in conflict with any applicable law or regulation, this Agreement shall be considered divisible and the validity of the remaining provisions shall not be affected. No waiver or failure of either party to keep or perform any term or condition hereof will be deemed a waiver of any preceding or succeeding breach of the same or any other term or condition. The remedies herein provided shall be deemed cumulative, and the exercise of one will not preclude the exercise of any other nor will the specification of remedies preclude other remedies available at law or in equity. This Agreement shall be binding upon and inure to the benefit of CCE Erie, Vendor, and the respective successors and assigns of each. All consents, approvals, notices, requests and similar actions to be given or taken by either party shall not be unreasonably withheld or delayed and each party shall only make reasonable requests. Headings shall not be used for interpretation.

No work, services, or product sales shall be commenced until these conditions are met and approved by PW Wood & Son Inc.

EXECUTED AT _____, this _____ day of _____, 20____.

NAME OF VENDOR

BY: _____

AUTHORIZED SIGNATURE

PRINT NAME

CORNELL COOPERATIVE EXTENSION

OF ERIE COUNTY

BY: _____

EXECUTIVE DIRECTOR

PRINT NAME