August 2018

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 WNY 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 “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.

The Market is open year round, seven days a week. Delivery logistics will be discussed at greater length once the administrative process is complete with correct certificate of insurance on file.

Please return the completed vendor application with product list with wholesale pricing and barcode/UPC information, a W-9 with your taxpayer ID number, 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 Jim Ehde, WNY Welcome Center Taste NY Market Manager
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.

- 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.
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. Salsa, 10 oz. jars, ingredients grown by XX Farm in Clarence, NY, processed and jarred in Buffalo, NY, available Fall/Winter; 2. Coffee, made from Columbian coffee, beans roasted and packaged in Lackawanna, NY, available year round; 3. 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:
__________________________________________________________________________

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:

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**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:

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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, 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
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 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 successor 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.*

      -ELSE,

      *If Personal Auto Policy - a minimum of $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: _________. However, you are required to provide proof of this coverage as soon as you become required by law to carry it.

   d. **Liquor Legal Liability** – *$1,000,000 per Occurrence or Claim.* If your products being sold in the TNY store are alcohol related and requiring of a license for production and/or sale you must provide both a copy of a valid New York State license and proof of insurance.
Other Insurance Provisions

(a) The Identified Insurance shall include the following provision on the Commercial General Liability and Liquor Legal Liability insurance policies; to name the following as Additional Insured per ISO FORM CG 20 15 or COMPARABLE 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 per FORM (insert applicable form; either CG 20 15 or Comparable)**

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 certificates 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 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 successor 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 ___.

CORNELL COOPERATIVE EXTENSION

____________________________

NAME OF VENDOR

BY: __________________________  BY: __________________________

EXECUTIVE DIRECTOR  AUTHORIZE SIGNATURE

____________________________

PRINT NAME  PRINT NAME
**CERTIFICATE OF LIABILITY INSURANCE**

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A copy of the Additional Insured Endorsement MUST accompany this certificate.

**PRODUCER**
Main Street Agency US
123 Main St
Anytown, NY 11111

**INSURED**
Taste Vendor, Inc. or LLC or LLP, etc (Insured Name must match Vendor contract exactly)
100 2nd Street
Anytown, NY 11111

**COVERAGES**

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**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

**Describe the product or services being provide to CCE, include relevant dates per the agreement. Cornell Cooperative Extension of Erie County, it’s officers, directors, employees and agents are included as Additional Insureds per CG 20 15 or comparable form. A copy of the Additional Insured Endorsement MUST accompany this certificate.**

**CERTIFICATE HOLDER**
Cornell Cooperative Extension of Erie County
21 S Grove St
East Aurora, NY 14052-2398

**CANCELLATION**

**AUTHORIZED REPRESENTATIVE**

**NOTE:** This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

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The ACORD name and logo are registered marks of ACORD

Or the ACORD 25 (2014/01) or other NYS Department of Financial Services approved Certificate is acceptable.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORd BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**CERTIFICATE OF LIABILITY INSURANCE**

**PRODUCER**
Main Street Agency US
123 Main St
Anytown, NY 11111

**INSURED**
John Doe dba: Taste Vendor
(Insured Name must match Vendor contract exactly)
100 2nd Street
Anytown, NY 11111

**COVERAGE**

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**REVISION NUMBER:**

**CERTIFICATE NUMBER:**

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):**

*Describe the product or services being provided to CCE, include relevant dates per the agreement. Cornell Cooperative Extension of Erie County, its officers, directors, employees, and agents are included as Additional Insureds per CG 20 15 or comparable form. A copy of the Additional Insured Endorsement MUST accompany this certificate.*

**CERTIFICATE HOLDER**
Cornell Cooperative Extension of Erie County
21 S Grove St
East Aurora, NY 14052-2398

**AUTHORIZED REPRESENTATIVE**

**CANCELLATION**

**Sample Certificate of Insurance for CCE Taste NY Store - Individual/Sole Proprietor**

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*Or the ACORD 25 (2014/01) or other NYS Department of Financial Services approved Certificate is acceptable*