

Cornell Cooperative Extension Columbia and Greene Counties

Cornell Cooperative Extension
Columbia & Greene Counties
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Dear Prospective Taste NY at the New Baltimore Welcome Center Retail Store Vendor:

Thank you for your interest in becoming a vendor at the Taste NY Market in the New Baltimore Welcome Center. The business is operated by Cornell Cooperative Extension of Columbia & Greene Counties (CCECGC) and is accepting applications from potential vendors of "retail ready" NYS food, beverage, farm and non-food products for the Taste NY Market. Alcoholic beverages cannot be accepted at this time.

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 at New Baltimore.

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, and certificate of insurance** naming Cornell Cooperative Extension of Columbia & Greene Counties, 6055 Route 23, Acra, NY as the Certificate Holder. The application should be returned to Chris Lawton, Assistant Manager, at ccl248@cornell.edu, or mailed to 6055 Route 23, Acra, NY 12405. **Only applications with completed Certificates of Insurance will be considered.**

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



Lisa Gallina, Executive Director
Cornell Cooperative Extension of
Columbia and Greene Counties

cc: Chris Lawton, Taste NY Manager

Building Strong and Vibrant New York Communities

Diversity and Inclusion are a part of Cornell University's heritage. We are a recognized employer and educator valuing AA/EEO, Protected Veterans, and Individuals with Disabilities.

Taste NY Vendor Application Instructions

Capital Region Welcome Center, New Baltimore, NY

The following documents must be submitted together, by all vendors:

- 1) TNY Application(App) – ALL PAGES
- 2) W-9 Request for Taxpayer Identification Number and Certification
- 3) Product list with wholesale pricing and barcode/UPC information if possible. If no UPC is available, that is fine.
- 4) Certificate(s) of Insurance (COI) – samples are included.
 - a. All documents are completed and signed by the vendor.
 - i. The signature must either be a “wet” or “real” ink signature or a Certified Digital Signature. Any other signature will be rejected.
 - b. The legal name of the Vendor needs to be the same on all 3 documents
 - i. The name that will be looked for is what is on the W-9. That is the Legal entity. If the vendor uses a DBA, that can be on the insurance and the app but it should appear AFTER the name shown on the W-9.

For Example: If the W-9 shows only **P. W. Wood & Son, Inc.** but the vendor also goes by **The Wood Office**; then they should 1st show the legal entity from the W-9 in the “Farm/Business Name” and ALL “Vendor” fields on their TNY App. In addition, this should be reflected in the “Insured” field on the Insurance Certificate(s).

The vendor can also include the DBA, but that should be secondary. Thus, it could show the following **P. W. Wood & Son, Inc. DBA: The Wood Office.**

The Insurance Certificate(s)

- i. Named Insured must match the W-9 & TNY Application.
- ii. General Liability- must be on an ACORD 25 edition date 2014/01 or 2016/03. Include the Additional Insured Endorsement when submitting the certificate.
- iii. Valid Insurance Carriers
- iv. Correct Limits that meet or Exceed the required
- v. Effective Dates of Coverage
- vi. With regard to the Workers Comp Insurance, proof is required unless you have initialed you are Exempt on the TNY App. (page 10)
- vii. With regard to the Auto, if you have indicated you are shipping product in via “Commercial 3rd Party Shipping”, then an exception for waiving this requirement will be made case by case exception for waiving this the requirement. **However, if a vendor comes to the store for any reason related to their products or TNY business (i.e. Demonstrations, tastings, etc.) the vendor will need to have the coverage as stipulated. NO EXCEPTIONS.**

Return all documents to:

Chris Lawton, Taste NY Assistant Manager
Cornell Cooperative Extension of Columbia & Greene Counties
6055 Route 23, Acra, NY 12405

Questions regarding the application? Contact Chris at (518) 756-8420 or ccl248@cornell.edu.

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 food products for retail include candies, chocolate products, sauces, salsas, pickled products, cheeses, 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.
- Alcoholic beverages are currently prohibited.
- 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 may ONLY occur before NOON between MONDAYS and FRIDAYS and ONLY in DESIGNATED AREAS.

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**Taste NY Market
at New Baltimore Welcome Center Retail Market
Vendor Application**

Legal Entity (Vendor):

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 Taste NY Market at the New Baltimore Welcome Center, origin and processing location, and times of year available.

Examples:

1. Salsa, 10 oz. jars, ingredients grown by XX Farm in Mamakating, NY, processed and jarred in Liberty, NY, available Fall/Winter
2. Coffee, made from Columbian coffee, beans roasted and packaged in Brooklyn, NY, available year round.
3. Alpaca Scarves, wool grown and processed from XX Farm in Callicoon, 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 self-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 New Baltimore Welcome Center ONLY RECEIVES deliveries **MONDAY – FRIDAY BEFORE NOON**. Please check appropriate boxes below:

- I will deliver my products directly to the Taste NY Market at the New Baltimore Welcome Center before noon on specified delivery days. 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**. 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 received 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

Would you be willing to provide us with information about tracking consumers from Taste NY Market at New Baltimore Welcome Center 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 Columbia & Greene Counties 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** 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 Taste NY Market at New Baltimore Welcome Center vendors will be paid on 30-day terms based on 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.

Termination for Convenience. CCE will have the right to terminate this Agreement at any time and for any reason upon at least 30 days prior written notice to Vendor.

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 Market, I will comply with the conditions set forth in this application, including the Cornell Cooperative Extension Outside Vendor Contract and Taste NY Retail Guidelines.

Vendor Name (please print)

Signature

Date

CCE Vendor Agreement
Taste NY Market
at New Baltimore Welcome Center

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 COLUMBIA & GREENE COUNTIES (CCE) 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 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
- 2. INDEMNIFICATION.** To the fullest extent permitted by law the VENDOR shall indemnify, defend, and hold **CCE** 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** 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 – 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 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 Columbia & Greene Counties, its officers, directors, employees and agents are hereby named as Additional Insured

(a) The Identified Insurance shall also:

- require **CCE** 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** or our affiliates (and insurance maintained by **CCE** and/or our affiliates shall be non-contributory to such insurance);
- endorsed to waive rights of recovery by subrogation in favor of **CCE** 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** 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**, 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

VENDOR AUTHORIZED SIGNATURE

PRINT NAME

PRINT NAME

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