

Exhibit 1

LICENSE AGREEMENT

New York State Department of Agriculture and Markets

and

This Agreement is made between the New York State Department of Agriculture and Markets, with offices at 10B Airline Drive, Albany, New York 12235, acting by and through its Division of the State Fair, with offices at 581 State Fair Boulevard, Syracuse, New York 13209 (“Licensor”) and _____, with an address at _____ (“Licensee”) (collectively “the Parties”).

RECITALS

The Licensor is responsible for operation, maintenance and administration of the New York State Fairgrounds; and

The Licensor wishes to maximize use of the Fairgrounds and Fairgrounds’ facilities during the New York State Fair and at times other than during the annual New York State Fair; and

The Licensor issued an Invitation for Bids (“IFB”) numbered 0139 and dated March 17, 2016 for Restaurant Operation in the Center of Progress (“COP”) Building at the New York State Fairgrounds; and

The Licensee submitted a bid in response to the IFB, and

The Licensee is experienced, willing, and able to operate and manage the COP restaurant; and

The Licensor has awarded the Licensee a License to operate the COP restaurant pursuant to the terms and conditions set forth herein;

NOW, THEREFORE, the Licensor and the Licensee agree as follows:

GRANT AND SCOPE OF LICENSE

The Licensor hereby grants to the Licensee, and the Licensee accepts from the Department, an exclusive license to operate the COP restaurant as more specifically set forth in the IFB, a copy of which is attached hereto as Appendix D and fully incorporated herein.

Licensee shall be completely responsible for the operation of the COP restaurant both during the annual Fair as well as for any shows taking place in the COP building during the non-Fair. The COP restaurant shall operate every day during the annual New York State Fair

opening not later than 10:00 a.m. and closing not earlier than 10:00 p.m. providing, at least, lunch and dinner. Licensee shall coordinate food service and hours of operation for non-Fair events with the promoter or sponsor of each event. At the Licensor's discretion, Licensee shall also have the right to operate from a temporary location in or adjacent to Chevy Court during the annual New York State Fair. In addition, at the Licensor's sole discretion, Licensee may use the COP restaurant to host their own events upon prior written approval from the Licensor.

TERM

This License shall commence on June 1, 2016 and end on May 31, 2021.

APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, annexed hereto is made a part of this License.

CONSIDERATION

The Licensee agrees to pay and the Licensor agrees to accept, in consideration for the grant and operation of this License the license fees set forth in the Bid Form attached hereto and incorporated herein as Appendix B.

PAYMENT

The annual License Fees set forth in Appendix B shall be made by the Licensee to the Licensor in equal quarterly installments for each year of the License, on or before the 1st day of the month in which payment is due. The first payment shall be due on or before September 1, 2016.

INDEMNIFICATION

The Licensee agrees to indemnify and hold harmless the State of New York and the Licensor from all liability incurred by the Licensor for bodily injury and personal property damage resulting from the negligent acts, errors or omissions of the Licensee, its officers, agents or employees in the provision of services under this License, provided that the Licensor promptly notify the Licensee of any such claim and afford the Licensee an opportunity to defend such claim and cooperate fully with the Licensee in the defense of any claims.

LIABILITY INSURANCE

The Licensee shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies).

Prior to the commencement of the work to be performed by the Licensee hereunder, the Licensee shall file with the Licensor, Certificates of Insurance (hereinafter referred to as "Certificates"), evidencing compliance with all requirements contained in this License Agreement. Such Certificates shall be of a form and substance acceptable to the Licensor.

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.
- Show insurance coverage in the minimum amounts of:
 - Commercial General Liability Insurance with a limit of not less than \$2,000,000.00 per each occurrence from CG 00 01, or a substitute form providing equivalent coverage with no modification to the contractual liability coverage provided therein. Further it shall cover liability arising from premises operations, independent contractors, products-completed operations, fire damage legal liability with a limit of not less than \$500,000 each occurrence, personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract).
 - If such insurance contains an aggregate limit, it shall apply separately to each location.
 - Comprehensive Business Automobile Liability Insurance with a limit of not less than \$1,000,000.00 per each accident. Such insurance shall cover liability arising out of any automobile including owned, leased, hired and non-owned automobiles.
 - If the Licensee sells, distributes, serves or furnishes alcoholic beverages, then Licensee shall maintain in full force and effect through the Term of the License Agreement, Liquor Liability Insurance with limits of not less than \$1,000,000.00. Such coverage shall be written on ISO occurrence form CG 00 03, or a substitute form providing equivalent coverage.
- Be accompanied by additional insured endorsement (Acord 101) naming the New York State Department of Agriculture and Markets as an additional insured.
- Policy coverage must be effective upon the date of execution of the License Agreement and remain in effect for the Term of the License Agreement.
- Certificate Holder: New York State Department of Agriculture and Markets, 10B Airline Drive, Albany, New York 12235

The Licensee must immediately inform the Licensor of any insurance cancellation or material change in coverage. Certificates of Insurance (or exemptions) shall be provided to the Licensor within ten (10) days from the date on which the Licensor executes the License Agreement.

Certificate acceptance and/or approval by Licensor does not and shall not be construed to relieve Licensee of any obligations, responsibilities or liabilities under the License Agreement. All insurance required by the License Agreement shall be obtained at the sole cost and expense of the Licensee; shall be maintained with insurance carriers authorized to do business in the State of New York and acceptable to Licensor; shall be primary and non-contributing to any insurance or self-insurance maintained by Licensor; shall be endorsed to provide written notice be given to Licensor, at least thirty (30) days prior to the cancellation, non-renewal, or material alteration of such policies, which notice, evidenced by return receipt of United States Certified Mail; shall be sent to New York State Fair, a Division of the New York State Department of Agriculture and Markets; 581 State Fair Blvd., Syracuse, NY 13209 and shall name The People

of the State of New York, the Department of Agriculture and Markets, its officers, agents, and employees as additional insureds thereunder (**General Liability Additional Insured Endorsement shall be on Insurance Service Office's (ISO) form number CG 20 10 11 85 or its equivalent**). The additional insured requirement does not apply to Workers Compensation or Disability.

The Licensee shall be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject. Deductibles and self-insured retentions must be approved by Licensor. Such approval shall not be unreasonably withheld. The Licensee shall require that any subcontractors hired, carry insurance with the same limits and provisions provided herein.

Each insurance carrier must be rated at least "A-" Class "VII" in the most recently published Best's Insurance Report. If, during the term of the policy, a carrier's rating falls below "A-" Class "VII", the insurance must be replaced no later than the renewal date of the policy with an insurer acceptable to Licensor and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Licensee shall cause all insurance to be in full force and effect as of the commencement date of this License Agreement and to remain in full force and effect throughout the term of this License Agreement and as further required by this License Agreement. The Licensee shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.

Not less than thirty (30) days prior to the expiration date or renewal date, the Licensee shall supply to the Licensor updated replacement Certificates of Insurance, and amendatory endorsements. Licensee acknowledges that failure to obtain any or all required insurance on behalf of Licensor constitutes a material breach of this License Agreement and subjects it to liability for damages, indemnification and all other legal remedies available to Licensor.

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, Licensee shall:
 - a. Be legally exempt from obtaining Workers' Compensation insurance coverage; or
 - b. Obtain such coverage from an insurance carrier; or
 - c. Be a Workers' Compensation Board-approved self-insured employer or participate in an authorized self-insurance plan.

Licensee shall provide one of the following forms to Licensor:

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. Certificate of Workers' Compensation Insurance:

- a. 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
- b. 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.
- c. Form SI-12, Certificate of Workers' Compensation Self-Insurance available from the New York State Workers' Compensation Board's Self-Insurance Office.
- d. 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, Licensee 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.

Licensee shall provide one of the following forms to Licensor:

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).

NEW YORK STATE LIQUOR AUTHORITY BEER/WINE/LIQUOR PERMIT

Licensee shall obtain and maintain a valid beer/wine/liquor permit/license issued by the New York State Liquor Authority and provide a copy of same to Licensor no later than five (5) days prior to providing food and beverage service at an event pursuant to this License Agreement.

CONTRACTOR NOT DEPARTMENT EMPLOYEE OR AGENT

Neither the Licensee, nor its agents, employees, suppliers or subcontractors shall be in any way deemed to be employees or agents of the Licensor or of the State of New York.

TRANSFER OF INTEREST PROHIBITED

The License awarded from this IFB presumes that the Licensee's ownership will not change during the Term of the License. In the event of change of ownership or principals of the Licensee, the License arising from this IFB may be terminated by the Department without liability. No change in ownership or principals of any Licensee shall be made or become effective unless the Department is notified, in writing, of the change not less than ninety (90) days before the proposed change and approves such proposed change in writing. Sublicensing is not permitted.

TERMINATION

The Licensor may terminate this License for cause upon giving the Licensee twenty-four (24) hours written notice. The Licensor may terminate this License for convenience upon giving the Licensee thirty (30) days written notice.

SAFETY REQUIREMENTS

Fire Safety

Licensee must comply with Licensor's minimum Fire Safety Requirements, attached hereto and incorporated herein as Appendix C. Licensor's requirements are consistent with the Uniform Code as prescribed by Regulations of the Secretary of the State of New York.

Food and Beverage Safety

The Licensee's operation of this License shall be subject to the provisions of the New York State Sanitary Code as administered and enforced by the Onondaga County (NY) Department of Health. Failure to comply may result in revocation of permit or license and/or enforcement actions.

RECYCLING

Licensee is required by law to recycle those items that have been identified as recyclable. These items should be placed in a designated location (cardboard should be stacked).

The following recyclables are designated for this License:

- Plastic bottles with the recycling symbol and the #1 or #2 on the bottom: please rinse, flatten and discard tops and caps. Please, no stackable plastic such as margarine tubs or yogurt cups.
- 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 other corrugated boxes. Please remove food, plastic, foil and paper, and flatten boxes.

SALES TAX

A New York State Sales Tax Registration number is required of all Vendors/Licensees offering for sale or selling taxable merchandise or services. To apply for a New York State Sales Tax number, Licensee may call (518) 485-2889. Licensee may also visit www.tax.ny.gov to apply on-line.

General sales tax questions should be directed to the New York State Department of Taxation and Finance at (315) 428-4685.

Licensor will only accept a photocopy of Licensee's current validated Certificate of Authority (Sales Tax Certificate) as proof of Licensee's registration.

Licensee shall not have any outstanding tax warrants with the state of New York. Current standing with the New York Sales Tax Department will be verified by Licensor. Any outstanding tax warrants by Licensee must be cleared within five (5) business days of notification from Licensor.

MODIFICATION

This License may not be modified unless such modification is made in writing, executed by the Licensor and the Licensee and, if the financial limit under this License exceeds Ten Thousand Dollars (\$10,000), approved by the Attorney General and Comptroller of the State of New York.

NECESSARY SIGNATURES

If the financial limit under this License exceeds Ten Thousand Dollars (\$10,000), this License shall not be binding and effective upon the Licensor unless and until approved by the Attorney General and the Comptroller of the State of New York.

CONTRACT NUMBER: _____

Agency Certification

In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract.

(Licensee)

New York State Department of Agriculture and Markets (Licensor)

By:

By:

(Signature)

(Signature)

(Print Name and Title)

(Print Name and Title)

(Date)

(Date)

ACKNOWLEDGMENT

STATE OF NEW YORK)

COUNTY OF _____)ss.:

On this ____ day of _____, 20____, before me personally appeared _____, to me known, who being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____, of the _____, the contractor described herein which executed the foregoing instrument; and that he/she signed his/her name thereto as authorized by the contractor named on the face page of this Agreement.

Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor

understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years

thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section

312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract;

or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable,

Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS.

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of

the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at:
<http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state

agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

APPENDIX B – BID FORM

APPENDIX C

Fire Safety:

The following are the New York State Fair minimum fire safety requirements and shall be applied to all shows, trade, commercial or otherwise, and shall apply whether the exhibit space is open or closed to the public.

1. The display and operation of any cooking or heat-producing appliances, pyrotechnics, use or storage of flammable liquids, compressed gases or any other process deemed hazardous by the Fire & Safety Manager must have advance approval by the Fire & Safety Manager.
2. No inflammable liquids, gases, explosives, or other dangerous substances will be permitted in any of the buildings.
3. Any motor vehicles, gasoline-powered equipment, tools, etc., on display must have their batteries disconnected. All fuel tanks that are not equipped with locking gas caps must have the gas caps sealed with tape. All such fuel tanks shall be less than $\frac{1}{4}$ full.
4. No parking of any vehicles, unless approved, is allowed in the buildings.
5. Decorations and displays shall not block or impede access to fire protection equipment (sprinklers, exit markings, exit doors or emergency lighting equipment).
6. Decorations shall be fire retardant. The decoration companies must be prepared to provide certificates of flame spread on all decoration items. Items that are not properly fire retardant shall be removed.
7. During occupancy hours, aisles and exit doors shall be maintained free of all obstructions and unlocked for immediate use in the event of an emergency.
8. Signs designating exits and the direction of travel to exits approved by the Fire & Safety Manager must be provided by the opening of the show.
9. Additional fire extinguishers may be required at the discretion of the Fire & Safety Manager.
10. All electrical devices and installations must be in accordance with the applicable provisions of the National Electric Code. All devices must be listed by Underwriters Laboratories.
11. All electrical extension cords used shall be of the heavy-duty type. Lightweight cords of the lamp cord variety are prohibited and are subject to confiscation.
12. All booths and displays shall be open (i.e., no covered tops) unless prior approval by the Fire & Safety Manager has been given.
13. All other fire safety laws, regulations and codes that have been duly adopted must be adhered to.
14. All materials, booth installations (including tents) must comply with all codes & regulations established by New York State.
15. All food concessionaires must have a 5 lb. minimum ABC & K fire extinguisher at each location.

Each Concessionaire and Exhibitor will be responsible for making key personnel aware of and familiar with the facility's emergency and fire safety procedures.

Gas:

You shall be responsible for all costs of fuel oil and gas used and consumed in connection with your operation of your Agreement. Propane gas cylinders shall not be permitted within any booth, building, tent or other structure. Propane cylinders utilized shall be located outside, be substantially secured and the installation, use, and handling of propane cylinders shall comply with local regulations.

Grease:

Vendors are responsible for disposing of grease or solid wastes resulting from food production within their licensed space. The New York State Fair will place grease receptacles at designated areas for vendor use. The Fair will provide vendors with the locations of grease receptacles upon arrival. Under no circumstances is grease or any solid waste material to be poured into rubbish barrels, dumpsters or drains.

APPENDIX D- IFB0139