

Date: _____

To Food Vendor:

RE: Food Concession Agreement for **The Venue**

Dear Vendor,

Please find the attached form for providing food services at **The Venue**.

Please complete the attached SLA form, sign the Food Concession Agreement, provide a copy of your Certificate of Authority to Collect Sales Tax, and a copy of your Department of State Filing Receipt or Business Certificate issued by the County Clerk.

Please return to:

The Venue
65 Congress Street
Cohoes, NY 12047

It can also be scanned in and emailed to dan@thevenuecohoes.com.

We must have approval by the Liquor Authority before you can provide your services.

The process takes approximately 2 months to complete.

All items brought in to perform your work, including any trash generated, must be removed before you leave the premises.

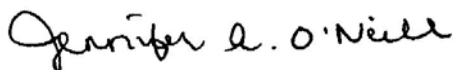
If you cannot find your forms, they can be found here:

Business Name: https://www.dos.ny.gov/corps/bus_entity_search.html

Certificate of Authority to Collect Sales Tax: If you are already registered for sales tax with the Tax Department but need a duplicate copy of your *Certificate of Authority* because the original was misplaced or destroyed, you can call them at (518) 485-2889.

Very truly yours,

The Venue



Jennifer A. O'Neill

Member

Food Concession Agreement

The Venue
And

Concessionaire

This Food Concession Agreement is for the preparation, service, and sale of food by the concessionaire at **The Venue**, located at 65 Congress Street in Cohoes, NY 12047.

All services provided must comply with the terms and conditions as stipulated on pages 1 thru 3 of the attached *Petition for Approval of Food Concession Arrangement by On-Premises Licensee*.

Concessionaire is to provide **The Venue** with General Liability and Workers' Compensation Insurance Certificates listing O'Neill Property Management LLC and **The Venue** as additional insured. General liability must have at least one million dollars in coverage.

Signature of Authorized Principal of the Concessionaire, if partner both must sign

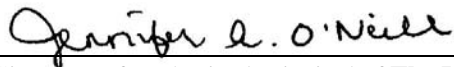
Title

Date

Signature of Authorized Principal of the Concessionaire, if partner both must sign

Title

Date



Signature of Authorized Principal of **The Venue**

Member

Title

Date

Petition for Approval of Food Concession Arrangement by On-Premises Licensee

This petition is to be used for a person or firm desiring to enter into a Food Concession arrangement with an On-Premises licensee and to request the approval of the Liquor Authority for such arrangement.

This petition must be executed by both the Food Concessionaire and the On-premises licensee and filed with the Authority. It can be filed as part of the original application and mailed to the address listed on the original application instructions. If filed independently mail to the Albany office.

In addition to the executed petition, submit a copy of the following:

- A copy of the written agreement. Such agreement must specifically provide for the preparation, service and sale of food by the concessionaire on the licensed premises under terms and conditions as stipulated in this form.
- Submit a Filing Receipt issued by the Department of State. Partnerships and Sole Proprietorships submit a copy of the Business Certificate issued by the County Clerk.
- Certificate of Authority to collect sales tax issued to the Food Concessionaire Firm.

Licensee Name:

Serial Number:

Premise Address City

Zip Code

Name of Food Concessionaire Firm:

Business Address of Food Concessionaire

City Zip Code

List the names, titles and addresses of all member of the Food Concession Firm.

<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Individual	Title	Residential Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Individual	Title	Residential Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Individual	Title	Residential Address
<input type="text"/>	<input type="text"/>	<input type="text"/>
Name of Individual	Title	Residential Address

Are there any disciplinary actions pending against the concessionaire (if licensed elsewhere) or the licensee ? Yes No

OFFICE USE ONLY:		
<input type="text"/>	<input type="text"/>	<input type="text"/>
Approved or Disapproved	License Board Member	Date

The petitioners hereby request the approval of the State Liquor Authority for permission to enter into an agreement whereby the "concessionaire" will prepare, serve and sell food to patrons of the licensed business operated by the "On-Premise licensee" and for that purpose do hereby acknowledge the following:

1. An On-Premises licensee may grant to another person written concession to prepare, serve and sell food in such licensed premises provided that the written approval of the State Liquor Authority is first obtained.
2. The On-Premises licensee and the privileges thereof shall be available only to the person therein specifically licensed.
3. The obligation of the licensee to comply with the provisions of the Alcoholic Beverage Control Law and the Rules and Regulations of the State Liquor Authority shall in no way be diminished or impaired by such concession. The licensee shall continue to be responsible for the proper, lawful and orderly conduct of the entire licensed premises and shall be liable for all violations in the licensed premises or in connection with the licensed premises occasioned by or resulting from any and all acts committed, suffered or permitted by the concessionaire, any employee or any other person working or permitted to work on the licensed premises.
4. The licensee shall have the right to require the discharge of any employee of the concessionaire in any instance where such employment or the actions or omissions of such employee are in violation of any Law or the State Liquor Authority Rules. The failure of the concessionaire to discharge any such employees shall invalidate and void the concession.
5. Notwithstanding anything herein contained, the privilege granted to any licensee to utilize a concessionaire in connection with the preparation, service and sale of food in a licensed premises shall terminate and be discontinued within a period of not more than 30 days after the date of notice to the licensee by the Liquor Authority directing such termination; and such licensee shall certify in writing to the Authority not later than 10 days after the termination date set forth in the notice that the utilization of the services of such concession has been discontinued.
6. No concession agreement shall take effect unless and until approved in writing by the Liquor Authority following the receipt of an appropriate application thereof on a form prescribed by the Liquor Authority which shall be accompanied by the appropriate documentation.
7. The concession agreement shall not be assignable to any other concessionaire without the prior approval of the Authority and shall be valid only as to the persons filing the appropriate application and obtaining the Authority's approval. It shall not be valid as to their successors nor as to any other corporate officers, directors or stockholders unless approval has been obtained by the Authority.
8. The licensee shall keep and maintain adequate and accurate records of all transactions involving the license business. Such records shall be kept separate and distinct from any records maintained by the concessionaire

Petition for Approval of Food Concession Arrangement by On-Premises Licensee

To induce the Authority to permit the concession, the undersigned licensee agrees that he/she will conform with all the above stated terms and conditions and will assume compliance therewith, both as to himself and as to the concessionaire; that any failure to carry out any of such conditions or terms by either shall constitute a breach upon which the approval of the Authority was granted and shall be cause for the suspension, cancellation, revocation or recall of the On-Premises license. The licensee further agrees that the above stated terms and conditions shall survive any renewal of the application.

Daniel J. O'Neill	Member	
Signature of Authorized Principal of the Licensee, if partner both must sign	Title	Date
Jennifer A. O'Neill	Member	
Signature of Authorized Principal of the Licensee, if partner both must sign	Title	Date

The concessionaire agrees that he/she will conform with all the above applicable stated terms and conditions and will assume compliance therewith; that any failure to carry out any of such conditions or terms shall constitute a breach upon which the approval of the Authority was granted and shall be cause for the termination of such concession. The concessionaire further agrees that the above stated terms and conditions shall survive any renewal of the application.

Signature of Authorized Principal of the Concessionaire, if partner both must sign	Title	Date
Signature of Authorized Principal of the Concessionaire, if partner both must sign	Title	Date