

# Delaware North

## SAMPLING AUTHORIZATION REQUEST FORM

### Policy for Food and Beverage Distribution

*Please complete this form to receive authorization to distribute food or beverages not purchased through Delaware North, the exclusive food and beverage provider at the Nassau Coliseum.*

The selling of food and/or beverage products by any other entity is strictly prohibited. All food and beverage that is not a part of sampling must be contracted through Delaware North. Sponsoring organizations of expositions and trade shows and their exhibitors, may distribute **SAMPLES** of food and beverage products upon written authorization and adherence to all of the conditions outlined below.

#### General Information for Shows

1. Items dispensed are limited to products ***Manufactured, Processed or Distributed*** by exhibiting companies. If they are not

***Manufactured, Processed or Distributed*** by the company, then you are not able to provide samples of food and beverage unless they are purchased through Delaware North. If you are looking to have food or beverage items used as traffic promoters to your booth (i.e.: coffee, soft drinks, bottled water, popcorn, etc.) please contact Delaware North and we will be happy to help you arrange these catering services.

2. If you do ***Manufacture, Process, or Distribute*** the items, they are to be a SAMPLE SIZE and must be dispensed and distributed in accordance to Local and State Health Codes:

Non-Alcoholic Beverages can be a **maximum of 4oz.** Sample size, served in plastic cups. No cans or bottles will be permitted. Food items are limited to "bite size", **not to exceed 2oz.** portions.

Vendors MUST submit a certificate of insurance, and are responsible for compliance with all State and Local laws.

3. If your company ***Manufactures, Processes or Distributes Alcoholic Beverages*** and this product is related ***to the purpose of the show***, then you are able to serve SAMPLE SIZES and it must be dispensed and distributed in accordance to Local and State Health Codes:

Products must be legally procured, properly registered and tax paid. There is no purchase requirement with the tasting of samples.

There is no cooperative advertising associated with the event.

Wine and spirits manufacturers or their agents must be registered pursuant to the state of **New York** regulations.

Vendors MUST submit a certificate of insurance and are responsible for State and Local laws pertaining to the distribution of alcohol.

Vendors must provide a Marketing Permit.

Vendors must provide a Transportation Permit, or use a company that has a Transportation Permit to transport the alcoholic beverages to and from the event site.

Sample portions must be under the

following limits: **Beer 2oz.**

- o Wine/ wine coolers/ spirit coolers **2oz.**
- o Liquor/ liqueur's **0.25oz.**

o Note: Alcohol cannot be served prior to 11:00 am on Sundays, per city ordinance.

- o All alcohol must be served in plastic, disposable cups. No cans or bottles will be permitted.

Distribution of alcoholic products must be monitored & overseen by a staff bartender from Cultivated in

compliance with New York Liquor Laws. Fees will apply for the bartender. Guests must be 21 years of age to participate in the sampling with a picture I.D.

4. Vendors are responsible for all booth rental fees, electrical, plumbing, drayage and all other services.

5. Storage and Delivery

If you as the **Manufacturer, Processor or Distributor** require any product storage or delivery, the following charges may be assessed:

- o \$150.00 per Day/Pallet for Refrigerated, Freezer, and Dry Storage.

- o \$50.00 one-time Handling Fee for 1-4 Skids and \$250.00 Handling Fee for 5 or more Skids.
- o \$50.00 Delivery Charge each time Product is delivered (on a 2'x4' cart) to the Booth/Room.
- o Additional charge for Rental of Equipment, subject to availability.

6. Insurance

Vendor shall procure, and shall maintain in full force and effect at all times during the Term of this Agreement, insurance for Vendor against risks as customarily carried, paying as the same become due all premiums thereof, including, without limitation:

- (i) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$1,000,000 each Accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease-each employee;
- (ii) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate. The each occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Such insurance shall include coverage for products-completed operations liability, personal injury, property **damage** and bodily injury liability;
- (iii) Business Automobile Liability coverage with a combined single limit of not less than \$1 million.
- (iv) The following entities are to be named as additional insured with respect to Commercial General Liability, Employers' Liability coverage and Business Automobile coverage:

Nassau Live  
Center LLC 115  
Front st suite300,  
Jupiter, Florida  
33477

Delaware North,  
Nassau Coliseum  
1255 Hempstead  
Turnpike,  
Uniondale NY  
11553

, including, but not limited to, all of these respective entities' related partnerships, affiliates, subsidiaries corporations and limited liability companies, whether currently existing or hereafter formed, and specifically including all of their respective owners, partners, shareholders, members, officers, directors, managers, employees, and agents.

Certificate Holder:  
Delaware North at  
Nassau Coliseum  
1255 Hempstead  
Turnpike,  
Uniondale NY  
11553

Upon execution of this agreement, Vendor shall deliver the Certificate of Insurance evidencing the required insurance coverages for Vendor to Cultivated.

Any Food and/or Beverage products brought from the outside are not the responsibility of Delaware North.

**Company Requesting Sampling Permission Information**

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Show Name	Date of Show Sampling Dates
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Company Name	Hall Name	Booth Number
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Contact Name	Telephone Number	Email Address
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Address	City	Zip
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Item and reason of distribution. Please include quantity, portion size and method of dispensing items.

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Approved by:

Date:

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The company requesting sampling acknowledges they have sole responsibility for the use, servicing or other disposition of such items (including alcoholic beverages) in compliance with all applicable laws. Accordingly, the firm agrees to indemnify and forever hold harmless Delaware North and Nassau Coliseum from all liabilities, damages, losses, costs or expenses resulting directly or indirectly from their use, serving or other disposition of such items (Including alcoholic beverages).

**IMPORTANT:**

- All final documents must be submitted no later than (7) business days from the start of the show.



NASSAU COUNTY DEPARTMENT OF HEALTH

**Division of Environmental Health Fee Schedule  
For TEMPORARY EVENTS**  
*Effective March 1, 2017*

***Special Event Sponsor Permit***

Type	Fee
Sponsor Permit	\$ 100
Late Fee**	\$ 100

***Temporary Food Service Vendor Permit***

Type	Fee
Non-Hazardous for Single Day Event	\$ 85
Non-Hazardous for Multi-Day Event	\$150
Existing permitted Food Service Establishment – Outside Storefront*	\$150
Tasting or Pre-Packaged Food Sampling for Single Day Event	\$ 35
Tasting or Pre-Packaged Food Sampling for Multi-Day Event	\$ 60
Potentially Hazardous Single Day Event	\$ 215
Potentially Hazardous Multi-Day Event	\$ 400
Late Fee**	\$ 100

**NOTE:** ***ALL TEMPORARY FOOD SERVICE VENDORS THAT WILL HAVE A FROZEN DESSERT MACHINE MUST PAY AN ADDITIONAL \$25.00 FEE AS REQUIRED BY NEW YORK STATE LAW (New York State Sanitary Code 14-2.2(a))***

- \* Existing Licensed Facility's stand must be within 25 feet of storefront.
- \*\* Temporary Event Applications for Sponsors must be received 30 days prior to event. Temporary Food Service Permit Applications for Vendors must be received in our office at least three (3) full business days prior to event. Payment must be by money order or certified check only.





# NASSAU COUNTY DEPARTMENT OF HEALTH

## TEMPORARY FOOD SERVICE VENDOR PERMIT APPLICATION



**SUBMIT AT LEAST 3 FULL BUSINESS DAYS PRIOR TO EVENT TO:**

**OFFICE OF FOOD PROTECTION / TEMPORARY EVENTS  
NASSAU COUNTY HEALTH DEPARTMENT  
200 COUNTY SEAT DRIVE  
MINEOLA, NY 11501  
Phone: 516-227-9717 Fax: 516-227-9559**

**INSTRUCTIONS:**

- Complete both sides of Vendor Temporary Food Service Application.
- Sign back of application certifying information provided.
- Submit with **NON-REFUNDABLE** Fee made payable to Nassau County Department of Health by Certified Check or Money Order no less than **3 full business days** prior to Event.

FOR OFFICE USE ONLY:	
DATE RECEIVED:	
REVIEWED BY:	
NON-REFUNDABLE FEE:	TERRITORY:
PERMIT #:	
OPERATION ID #	
RISK: <small>Circle One</small> <b>HIGH</b> <b>MEDIUM</b> <b>LOW</b>	

**Any Vendor Food Service application received less than 3 days prior to event will be charged a \$100 Late Fee.**

EVENT NAME:	EVENT SPONSOR:
EVENT LOCATION:	
EVENT DATE(S) & TIME:	RAIN DATE(S):

BUSINESS NAME (D/B/A):		BUSINESS PHONE #:	
NAME OF CORPORATION/ORGANIZATION or INDIVIDUAL OWNER:			
OWNER'S STREET ADDRESS:	CITY or VILLAGE:	STATE:	ZIP CODE:
PRESIDENT/ SENIOR PRINCIPAL:		EMERGENCY CONTACT PHONE #:	
CONTACT NAME:	CONTACT CELL #	CONTACT EMAIL:	

**NEW YORK STATE EXEMPT ORGANIZATIONS MUST SUBMIT A COPY OF THE CERTIFICATE DOCUMENTING THEIR EXEMPT STATUS FOR VENDOR PERMIT FEE TO BE WAIVED.**

PLEASE ENTER #: EX NY

**PLEASE COMPLETE AND SIGN REVERSE SIDE OF APPLICATION.**

**NASSAU COUNTY DEPARTMENT OF HEALTH  
TEMPORARY FOOD SERVICE VENDOR PERMIT APPLICATION**

**Instructions:** Please answer all questions. Enter "N/A" if the question is not applicable.

List all foods to be served: \_\_\_\_\_

\_\_\_\_\_

Where will the food be prepared? (No home prepared foods.): \_\_\_\_\_

\_\_\_\_\_

How will foods be transported? \_\_\_\_\_

Do you have a frozen dessert machine (additional \$25 fee required)? \_\_\_\_\_

Will you serve shellfish? List: \_\_\_\_\_ Source? \_\_\_\_\_

**(PROPER SHELLFISH TAGS ARE REQUIRED AT SITE.)**

How are foods kept cold? \_\_\_\_\_

How are foods kept hot? \_\_\_\_\_

How are foods reheated? \_\_\_\_\_

What is your water source? \_\_\_\_\_

What is your ice source? \_\_\_\_\_

**You must provide the means for handwashing. At a minimum you must have a five-gallon urn or beverage dispenser, with a continuous flow spigot, filled with warm water. Hand soap, disposable towels, and a waste water bucket are to be provided.**

**OFFICIAL USE ONLY:**

MENU REVIEW COMPLETED

EQUIPMENT REVIEW COMPLETED

Reviewed by:

Date:

**SPECIAL CONDITIONS:** \_\_\_\_\_

\_\_\_\_\_

**I hereby apply to operate a temporary food service at a permitted event pursuant to the provisions of the Nassau County Public Health Ordinance, the Sanitary Code of the State of New York and the Public Health Law of the State of New York.**

**I understand that the permit is NOT TRANSFERRABLE.**

**I, the undersigned, hereby affirm and attest, under the penalty of perjury, that the information given in this Application has been examined by me is true and correct. False statements shall be subject to civil and criminal prosecution and penalties as provided by law.**

**Print Applicant's Name:**

**Title:**

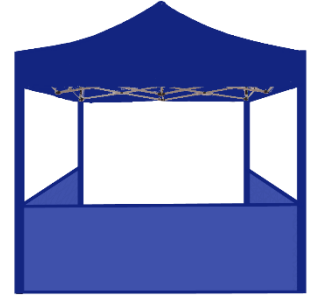
**Signature:**

**Date:**

## TEMPORARY FOOD SERVICE NOTICE OF REQUIREMENTS FOR TEMPORARY FOOD VENDING

Each food concession **MUST** meet the following **MINIMUM REQUIREMENTS**:

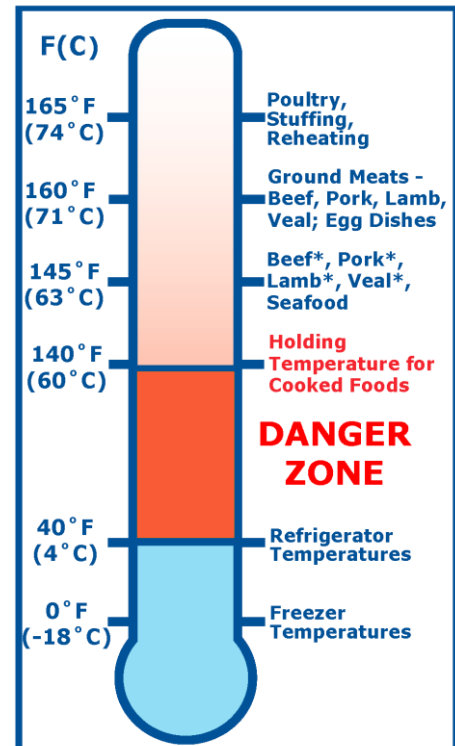
1. Temporary food stands must have a valid permit from the Nassau County Department of Health to operate.
2. All foods (including ice) must be obtained from approved sources and prepared at the booth the day of the event OR in a permitted food establishment. Receipts for food must be provided upon request. **Home-prepared foods are prohibited.**
3. Food stands must have at least three [3] sides and a roof to protect all areas of the operation (roof is not required if booth is indoors).



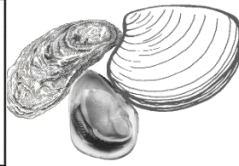
4. A hand wash station is required at each booth. The minimum requirement for hand washing is a five [5] gallon beverage dispenser with a continuous flow spigot, supplied with warm water, hand soap and disposable towels. You must provide a waste bucket for the water. *Hand sanitizer is not a substitute for hand washing.*

5. Each food stand shall provide an adequately sized closed container for wastewater collection and removal. Wastewater from each food stand shall be disposed of in a sanitary manner, approved by this Department and at a location to be provided by the sponsoring organization. *Wastewater may NOT be discharged onto the ground.*

6. All foods are to be cooked and/or reheated to the minimum temperatures as outlined on the chart:
7. Cold Holding: If applicable, each food stand must provide adequate equipment to maintain all potentially hazardous foods at a temperature below 45°F during cold holding. Foods (including packaged items) may not come into contact with water or undrained ice. If kept in an ice chest, ensure that the ice drains into an acceptable container.
8. Hot Holding: If applicable, each food stand must provide adequate equipment to maintain all potentially hazardous foods at a temperature at or above 140°F during hot holding. This includes those foods held in storage or in reserve.
9. Each vendor shall provide an accurate stem or product thermometer to monitor the temperatures of potentially hazardous foods.



DEALER NAME	CERT. NO.
Dealer Address	
City, State Zip Code	
ORIGINAL SHIPPER'S CERT. NO. IF OTHER THAN ABOVE	
HARVEST DATE	
HARVEST LOCATION	
TYPE OF SHELLFISH	
QUANTITY OF SHELLFISH	
THIS TAG IS REQUIRED TO BE ATTACHED UNTIL CONTAINER IS EMPTY AND THEREAFTER KEPT ON FILE FOR 90 DAYS.	



10. If you are serving shellfish (clams, mussels, and oysters), they must be obtained from a purveyor who can supply you with completed shellfish tags. These tags must be kept with the shellfish in your booth. You must save these tags for at least 90 days after the event.

11. All foods and single-service wares must be protected at all times from contamination and exposure to the public (covers, sneeze guards, etc.)
12. All food preparation and food service personnel must prevent bare-hand contact with ready-to-eat foods by wearing disposable gloves or using suitable utensils.
13. Single-service wares are to be used at all times, unless the operator has the means to adequately wash, rinse, and sanitize items on site. Any non-disposable equipment, such as utensils or cutting boards are to be cleaned and sanitized regularly. Wiping cloths must be kept clean and stored in a container of sanitizing solution. Test strips are to be available to test sanitizer concentration (Chlorine = 100 ppm; Quaternary ammonium = 200-400 ppm).
14. Foods must be stored at least 6 inches off the ground to avoid contamination.
15. All food handlers must be free from illness, boils, sores, and cuts.
16. All food preparation and service personnel must wear at least a clean apron over street clothes.
17. The food booth and its immediate vicinity is to be kept free of trash. Garbage containers are to be provided.
18. Sufficient artificial lighting should be provided if the ambient light is inadequate.
19. Floors in food preparation and service areas are to be concrete, asphalt, wood or other cleanable material. Where stands are on dirt, gravel, or sand (and graded to drain), the operator may use platforms or duckboards.
20. Convenient and adequate toilet facilities must be available (within 200 ft of food stand).
21. Each operator is to maintain their food service operation in a clean and sanitary manner.



All temporary food service establishments shall meet or exceed the above minimum requirements prior to operation and by no means, be limited to the above requirements, but shall meet the requirements of the Nassau County Public Health Ordinance, the New York State Sanitary Code, the Public Health Law of the State of New York and any other related laws.

Failure to meet and/or maintain the above minimum requirements may result in the denial or suspension of your service food establishment permit and any other further action(s) the Health Department may deem necessary. Continued or willful violations may be punishable under the Penal Law of the State of New York.