



NEW YORK STATE
**OLYMPIC REGIONAL
DEVELOPMENT AUTHORITY**

Request for Qualifications (RFQ)
for
Photography and Videography Services

RFQ Release Date: August 5, 2025

RFQ Submissions Due: August 26, 2025

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Section 1. Definitions

In addition to the terms capitalized and defined in the body of this RFQ, the following terms are defined as set forth below.

1.1 Master Agreement – The contractual agreement to be entered into between the Olympic Authority and each Vendor determined to be qualified pursuant to this RFQ. The Master Agreement will establish the general terms and conditions under which the Olympic Authority may, from time to time during the term of the Master Agreement, authorize the provision of services and/or commodities by qualified Vendor(s) through the issuance of Work Authorization Forms, Rental Orders, or similar written instruments. Inclusion on the list of qualified Vendors and execution of a Master Agreement does not guarantee any minimum level of work or compensation. Specific projects, events, or scopes of work will be awarded through subsequent competitive selection processes (such as mini-bids, solicitations, or written quotes) conducted among the pool of pre-qualified Vendors, as determined appropriate by the Olympic Authority in its sole discretion. The Master Agreement shall govern the relationship between the Olympic Authority and the Vendor(s) for the duration of the term set forth therein and shall serve as a prerequisite for the issuance of any Work Authorization Form or related engagement for services or commodities.

1.2 Vendor(s) – Any person, partnership, firm, corporation or other authorized entity making a submission to the Olympic Authority pursuant to this RFQ.

1.3 Olympic Authority – The New York State Olympic Regional Development Authority.

1.4 Request for Qualifications or RFQ – This Request for Qualifications.

Section 2. Olympic Authority Mission and Venues

The mission of the Olympic Authority is to create economic and social benefit in the Adirondacks and Catskills by operating year-round venues that provide recreational and athletic development opportunities, achieved through a commitment to continuous improvement and emphasis on environmental stewardship, fiscal responsibility, and the delivery of world-class programs and experiences to persons of all ages and abilities.

The Olympic Authority has multiple venues located in Essex, Ulster, and Warren Counties consisting of Belleayre Mountain, Gore Mountain, the Olympic Center and Lake Placid Conference Center, the Olympic Sports Complex at Mt Van Hoevenberg, the Olympic Jumping Complex, and Whiteface Mountain.

Section 3. Overview

The Olympic Authority is issuing this RFQ to identify and pre-qualify a list of Vendors capable of providing photography and videography services required throughout the calendar year. The purpose of this RFQ is to establish a pool of pre-qualified Vendors who meet the Olympic Authority's minimum requirements and are eligible to participate in future competitive selection processes for specific future-projects or events. An illustrative example of a potential scope of work is included as Attachment C.

As part of the RFQ submission process, the Olympic Authority is also seeking baseline pricing and service capability information from interested Vendors. The objective is to secure access to reliable and responsive photography and videography partners capable of supporting the Olympic Authority’s communications, marketing, and event documentation efforts with high-quality visual content, timely delivery, and consistent brand alignment.

Pre-qualified Vendors may be selected for one or more engagements based on specific needs, pricing, and demonstrated capacity. Selected Vendor(s) shall be responsible for furnishing all labor, equipment, and services necessary to meet the Olympic Authority’s photography and videography requirements, which may include pre-production planning, on-site coverage, post-production editing, and digital file delivery, as directed by the Olympic Authority.

Section 4. Registered Vendors, RFQ Timetable & Submissions

4.1 Registered Vendors

To become a registered Vendor the following information shall be submitted to the designated contact: Organizational Name and Mailing Address, Primary and Secondary Contact Names, Phone Numbers and Email Addresses. (Secondary Contact is MANDATORY). **Only Registered Vendors shall be allowed to make a submission.**

4.2 RFQ Timetable

This RFQ will remain open as a continuous procurement solicitation, and submissions will be accepted and reviewed on a rolling basis. The Olympic Authority reserves the right to modify or terminate this RFQ at any time by issuing a published addendum. Vendors are encouraged to submit qualifications promptly and should regularly check the New York State Contract Reporter website (<https://www.nyscr.ny.gov>) and the Olympic Authority’s website (<https://orda.org/do-business/>) for any updates, modifications, or addenda issued in connection with this RFQ.

Issuance of RFQ:	August 5, 2025
Deadline for Submission of Vendor Questions:	August 12, 2025
Issuance of Responses to Vendor Questions:	August 19, 2025
Submission Due Date:	August 26, 2025

4.3 Submissions

Only submissions from Vendors who furnish all required information and meet the mandatory requirements will be considered. Submit all required RFQ documents to the Olympic Authority at the following email address:

Olympic Regional Development Authority
Attn: Ona Kwiatkowski

Onak@orda.org

The Olympic Authority will not be held liable for any cost incurred by the Vendor for work performed in the preparation and production of a submission. **Vendors assume all risks for timely, properly submitted deliveries.**

FIRM OFFER

Submissions must remain an effective offer, firm and irrevocable, for at least forty-five (45) calendar days from the due date, unless the time for awarding the Master Agreement is extended by mutual consent of the Olympic Authority and the Vendor. A submission shall continue to remain an effective offer, firm and irrevocable, subsequent to such forty-five (45) calendar-day period until the Olympic Authority's issuance of a Master Agreement or withdrawal of the submission in writing by Vendor.

OWNERSHIP OF RFQ AND SUBMISSIONS

This RFQ remains the property of the Olympic Authority at all times, and all responses to this RFQ, once delivered, become the property of the Olympic Authority.

Section 5. Designated Contact, RFQ Questions and Clarifications & Submission Exceptions

5.1 Designated Contact

Important guidelines regarding communications during this procurement are included in this RFQ and can be viewed at [Olympic Authority Procurement Requirements/Certifications](#). Interested Vendors are advised to be familiar with these guidelines before contacting the Olympic Authority staff, as prohibited contact or communication may result in disqualification from participation in this RFQ. The following individual(s) are the **ONLY** Designated Contact for this RFQ process.

Designated Contact:	Ona Kwiatkowski
E-mail:	Onak@orda.org
Phone:	518-302-5336
Mailing Address:	Olympic Regional Development Authority 37 Church Street Lake Placid, NY 12946

5.2 RFQ Questions & Clarifications

All questions regarding this RFQ must be emailed to the above Designated Contact. A Vendor is strongly encouraged to submit questions as soon as possible. The Olympic Authority will provide written responses to all questions of a substantive nature in the form of one or more addenda to this RFQ, which shall be published on the NY State Contract Reporter website (<https://www.nyscr.ny.gov/>) and on the Olympic Authority's website (<https://orda.org/do-business/>), and which shall be emailed to all Registered Vendors.

If a Vendor intends to make a submission that deviates from the requirements of the RFQ in any way, the proposed deviations should be submitted during the Questions period so that they may be given due consideration prior to the submissions. See the Submission Exceptions Section for additional information.

5.3 Submission Exceptions

The Olympic Authority will consider all requests to waive any submission requirement. However, Vendors should be aware that failure to obtain a waiver of any submission requirement in advance could result in rejection of Vendor's submission and disqualification from the RFQ process. Vendors wishing to obtain an exemption or waiver for any part of this solicitation must request such in writing as described in Section 5.2. The request must cite the specific section and requirement in the question, and clearly identify any proposed alternative. Requests will be considered and responded to and posted in the form of a question and answer document released through an addendum. Please note that the Olympic Authority will not consider waivers or exemptions to any provision of the Olympic Authority Standard Contract Terms (See Section 10.1).

All other inquiries and requests for information regarding this RFQ must be made in writing and emailed to the Olympic Authority at the address listed in Section 5.1 above. Individual responses will not be provided. The Olympic Authority will provide written responses to questions in the form of one or more addendum to this RFQ, which shall be published on the NY State Contract Reporter website (<https://www.nyscr.ny.gov/>) and on the Olympic Authority's website (<https://orda.org/do-business/>), and which shall be emailed to all Registered Vendors. Such official addenda are the only authorized method used to communicate substantive information, including the clarification or modification of the timeline, any terms, or other requirements of this RFQ. Only questions answered by formal written addendum will be binding. Oral and other interpretations or clarification will be without legal effect.

Section 6. Administration Information

6.1 Form of Agreement

Each Vendor determined to be qualified pursuant to this RFQ will be required to enter into a Master Agreement with the Olympic Authority (see Attachment E). The Master Agreement will govern the terms and conditions applicable to any subsequent engagements and shall serve as a prerequisite for the issuance of any Work Authorization Form, Purchase Order, or other written notice to proceed. Importantly, the Olympic Authority **shall not negotiate the base terms and conditions of the Master Agreement**. Vendors are strongly advised to review the Master Agreement prior to submitting a response to this RFQ to ensure they are able to comply with its framework and requirements. Execution of the Master Agreement does not guarantee any minimum level of work or compensation.

Once the pre-qualified pool has been established, the Olympic Authority will solicit project-specific proposals, quotes, or mini-bids from among the pre-qualified Vendors as needed. Awards will be made through these subsequent competitive processes based on criteria that may include, but are not limited to, cost, availability, technical capabilities, prior performance, and specific requirements. Only

Vendors pre-qualified through this RFQ process will be eligible to participate in such solicitations and be considered for award of individual projects during the term of the Master Agreement.

ALL VENDORS MUST COMPLETE AND SUBMIT THE SUBMISSION FORM (ATTACHMENT A) AND THE OLYMPIC AUTHORITY PROCUREMENT REQUIREMENTS/CERTIFICATIONS LOCATED AT: <https://media.orda.org/?r=34529&k=93d2ee94a4>.

6.2 Intellectual Property

All videography and photography products, including but not limited to images, videos, digital files, and any other deliverables produced by Vendors under the Master Agreement, including those captured using UAS, shall be the sole and exclusive property of the Olympic Authority upon creation. Vendors hereby agree to irrevocably assign and transfer to the Olympic Authority all rights, title, and interest in and to the deliverables, including all intellectual property rights therein, upon execution of the Master Agreement. This assignment includes the right to reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display, and otherwise use the deliverables in any form, medium, or technology now known or later developed, for any purposes related to the Olympic Authority's business and promotional activities, without limitation. Upon the Olympic Authority's request, Vendors shall execute and deliver any documents, and take any further actions as may be reasonably necessary or desirable, to effectuate, record, or perfect the Olympic Authority's ownership rights in the deliverables. Deliverables published by the Olympic Authority will include appropriate credit attribution to Vendors.

6.3 Price

Submission prices shall include all services required to provide the services and/or commodities as specified, including travel, licenses, insurance, administrative, customs, duties, charges, and ancillary costs. Submission price is net, F.O.B. destinations, and includes any and all costs associated with providing the services and/or commodities that are the subject of the RFQ.

If the Vendor offers an early payment discount for payments made in less than thirty (30) days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on the Submission Form, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If Vendor offers multiple discounts, please provide the details for each discount offered, (for example: 2%/15 days; 1%/20 days). A discount for early payment does not affect submission amounts nor is it considered in making awards, except that a discount may be considered in resolving tie bids.

6.4 Term of Master Agreement

In accordance with this RFQ, it is the intention of the Olympic Authority to issue a Master Agreement to all pre-qualified Vendors with a term of one (1) year, with the option of successive one (1) year renewals upon mutual written agreement of the parties.

6.5 Method of Payment

Upon delivery and acceptance of the services and/or commodities specified in this RFQ, invoices shall be submitted to the Olympic Authority. Invoices will be processed in accordance with established

procedures of the Olympic Authority and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Invoices must contain the Master Agreement number and Work Authorization number, Purchase Order number, or other written notice to proceed. Invoices without the required information will be returned to Vendor to be completed as required. All invoices must be submitted for payment to either:

New York State Olympic Regional Development Authority
Attn: Andrew Vigne
37 Church Street
Lake Placid, New York 12946
or
avigne@orda.org

Vendor shall provide a complete and accurate billing invoice in order to receive payment. The billing invoice submitted must contain all information and supporting documentation required by the Master Agreement.

6.6 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of any Master Agreement entered into as a result of this RFQ shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived. No waiver of any breach of a contract at any time in the past shall constitute a waiver of subsequent breach.

6.7 Vendor Responsibilities

The Vendor shall be solely responsible for all compliance with terms and conditions in this RFQ or any resulting Master Agreement. The Vendor accepts full responsibility for the actions of any employee, subcontractor or dealer, distributor, reseller, or any other party who carries out any of the provisions of a Master Agreement resulting from this RFQ.

6.8 Inspection of Books

It is expressly understood and agreed that the Olympic Authority shall have the right to inspect and audit the Vendor's records covered under this RFQ. The Olympic Authority requires the retention of all material that is pertinent to an audit of the operations under any Master Agreement resulting from this RFQ for a full six-year period.

Section 7. Qualifications of Vendors

To determine the qualifications of providers of photography and videography services, Vendors must respond to each item set forth in the Submission Form (Attachment A) and provide all documents requested therein. Attachment A allows Vendors to detail their professional experience, personnel qualifications, available services, and applicable rates, fees, or discounts, and to indicate any relevant conditions or limitations on the pricing or services offered. All fields in Attachment A must be completed with the requested information or marked "N/A" (not applicable) if a Vendor elects not to provide the requested information.

Section 8. Content of Submissions

The Olympic Authority will review submissions for completeness and compliance with the terms and conditions of this RFQ, and reserves the right to request from any Vendor, at any time during the selection process, additional information, clarification, or confirmation deemed necessary for the proper evaluation of submissions.

Interested Vendors should send their submission electronically (PDF format preferred) to the Designated Contact listed in Section 5.1. If submissions require larger files or other materials, a Vendor may mail a copy to the address listed in Section 5.1.

- A complete submission must include the following:
 - a. Completed Submission Form (See Attachment A)
 - b. Olympic Authority Procurement Requirements/Certifications (<https://media.orda.org/?r=34529&k=93d2ce94a4>)

Vendors may submit detailed specifications, circulars, brochures, marketing materials and other materials on the product/service to be furnished. Any materials or terms that conflict with the provisions of this RFQ will not be considered. The Olympic Authority reserves the right to request any additional information deemed necessary for the proper evaluation of submissions.

8.1 Freedom of Information Law

As a Public Authority, the Olympic Authority is subject to the provisions and requirements of Public Officer's Law Article 6 §§ 84-90, more commonly known as the Freedom of Information Law ("FOIL"). The Olympic Authority shall take reasonable steps to protect from public disclosure any records that are exempt from disclosure under the trade secret/competitive injury exemption of Section 87 of the Public Officers Law (the "Statute") provided that: (1) Vendor proactively notifies the Olympic Authority in writing of the records it has provided to the Olympic Authority that Vendor believes in good faith would cause harm to its competitive position if such records were to be released in response to a FOIL request; (2) Within ten (10) business days following the Olympic Authority's receipt of any request for disclosure of such records under FOIL, the Olympic Authority shall notify Vendor in writing of such request and shall provide Vendor with the specific language of the FOIL request, and shall identify any records that the Olympic Authority believes are responsive to such request; (3) Vendor shall timely inform the Olympic Authority in writing and in no event later than ten (10) business days after receipt of written notice from the Olympic Authority of the request, that said records should not be disclosed; (4) the basis for supporting the trade secret/competitive injury exemption of such records shall be sufficiently identified by Vendor in accordance with applicable law. Nothing contained herein shall diminish, or in any way adversely affect, either the Olympic Authority's or the Vendor's right to discovery in any pending or future litigation.

Section 9. Modification/Withdrawal/Rejection of Submissions

A submission may be modified or withdrawn any time prior to the time specified for receipt of submissions. The modification or withdrawal of a submission must be in writing on the Vendor's letterhead, dated, and signed by the signatory to the original submission. The modification or

withdrawal must be submitted in a sealed envelope clearly marked “Modification [or Withdrawal] of Olympic Authority Photography and Videography Services RFQ Submitted by [Vendor].”

The Olympic Authority reserves the right to reject submissions, postpone, or cancel this RFQ, to waive technicalities, irregularities, and omissions, request additional information or clarification of a submission, or solicit new submissions if, in its judgment, the best interests of New York State will be served by doing so.

Section 10. Contract Clauses and Requirements

10.1 Olympic Authority Standard Contract Terms & Procurement Requirements/Certifications

The Olympic Authority Standard Contract Terms, which can be viewed at: <https://media.orda.org/?r=23445&k=833bea46a6>, are incorporated by reference as if fully restated herein and shall be given the same force and effect as if fully set forth herein. The Olympic Authority Standard Contract Terms is a separate document to this RFQ and shall be retained for reference by Vendors.

The Master Agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. The Olympic Authority’s Standard Contract Terms
2. Master Agreement
3. Request for Qualifications (this document) with any addenda
4. Selected Vendor’s Submission

All Vendors are responsible for reviewing and understanding all listed Procurement Requirements/Certifications (<https://media.orda.org/?r=34529&k=93d2ee94a4>) and the Olympic Authority Insurance Requirements (Attachment B).

10.2 General Requirements

Vendors agree to adhere to all State and Federal laws and regulations in connection with this RFQ and any contract resulting from a subsequent competitive bidding process. Vendors agree that any contract resulting from this RFQ may not be assigned, transferred, conveyed without the prior written consent of the Olympic Authority.

10.3 Procurement Rights

The Olympic Authority reserves the right to:

1. Reject any or all submissions received in response to the RFQ;
2. Withdraw the RFQ at any time at the sole discretion of the Olympic Authority;
3. Disqualify any Vendor whose conduct and/or submission fails to conform to the requirements of the RFQ;
4. Seek clarifications and revisions of the submission;

5. Amend the RFQ prior to the submission due date to correct errors or oversights, or to supply additional information as it becomes available;
6. Direct Vendors, prior to the submission due date, to submit modifications addressing subsequent RFQ amendments;
7. Change any of the schedule dates with notification through the NYS Contract Reporter;
8. Eliminate any mandatory, non-material requirements that cannot be complied with by all of the prospective Vendor;
9. Waive any requirements that are not material;
10. Utilize any and all ideas submitted in the submissions received;
11. Adopt all or any part of a Vendor's submission in selecting the optimum configuration;
12. Negotiate with a Vendor within the RFQ requirements to serve the best interests of the Olympic Authority. This includes requesting clarifications of any or all submissions;
13. Require clarification at any time during the RFQ process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Vendor's submission and/or to determine a Vendor's compliance with the requirements of the RFQ;
14. Accept and consider for contract award bids with non-material bid deviations or non-material bid defects such as errors, technicalities, irregularities, or omissions.

Please Note: The Olympic Authority is not liable for any cost incurred by a Vendor in the preparation and production of a submission.

10.4 Debriefings

Any unsuccessful Vendor may request a debriefing regarding the reasons that the submission by the Vendor was not selected for award. Requests for a debriefing must be made within fifteen (15) calendar days of notification by the Olympic Authority that the submission by Vendor was not selected for award. Requests should be submitted in writing to the Designated Contact identified in this RFQ.

10.5 Termination

A. The Olympic Authority may, upon thirty (30) days' notice, terminate the Master Agreement resulting from this RFQ in the event of the awarded Vendor's failure to comply with any of the RFQ's requirements unless the awarded Vendor obtained a waiver of the requirement. In addition, the Olympic Authority may also terminate any Master Agreement resulting from this RFQ upon ten (10) days written notice if the Vendor makes any arrangement or assignment for the benefit of Vendor's creditors.

B. The Olympic Authority reserves the right to terminate the Master Agreement resulting from this RFQ in the event it is found that the certification filed by the Vendor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Olympic Authority may exercise its termination right by providing written notification to the Vendor in accordance with the written notification terms of the Master Agreement.

Section 11. Attachments

Vendor's attention is directed to the appendices, exhibits and attachments hereto and hereby incorporated by reference and made part hereto as fully as if it were set forth at length herein. They are part of this solicitation and will be part of any subsequent contract. Vendor is responsible for adhering

to all requirements of all appendices, exhibits and attachments. The following Attachments are attached to and made a part of this RFQ.

- A. Submission Form
- B. Olympic Authority Insurance Requirements
- C. Sample Scope of Work
- D. Olympic Authority UAS Mission Planning Form Template
- E. Master Agreement Template

Attachment A SUBMISSION FORM

Request for Qualifications (RFQ) – Photography and Videography Services Olympic Authority

Instructions:

All Vendors responding to this RFQ must complete and submit this Submission Form in its entirety. Vendors may attach supplemental documentation where appropriate. Incomplete forms may result in disqualification from consideration.

SECTION I: GENERAL INFORMATION

1. **Vendor Legal Name/DBA:**

2. **Business Address:**

3. **Contact Person Name and Title:**

4. **Telephone Number:**

5. **Email Address:**

6. **Website (if applicable):**

7. **Type of Entity (check one):**

Sole Proprietorship Partnership Corporation LLC

Other: _____

SECTION II: QUALIFICATIONS AND EXPERIENCE

1. Years in Business:

2. Summary of Experience and Qualifications (attach as separate page):

Describe your experience providing photography and videography services. Include any specialty services offered (e.g., drone footage, live streaming, editing services, etc.).

3. Representative Clients and Projects Provide contact information for at least three clients for whom you have provided similar services in the last three (3) years:

- Client Name: _____
Contact Name & Title: _____
Phone: _____ Email: _____
Project Description: _____
- Client Name: _____
Contact Name & Title: _____
Phone: _____ Email: _____
Project Description: _____
- Client Name: _____
Contact Name & Title: _____
Phone: _____ Email: _____
Project Description: _____

4. Identify key personnel who would support Olympic Authority projects. Include names, roles, and relevant experience (attach as separate page).

5. Certifications, Licenses, or Relevant Professional Accreditations (e.g., FAA drone certification/license) (attach copies separately).

6. Insurance Coverage:

If providing services at an Olympic Authority venue as part of this RFQ, confirm that you carry, or have the ability to carry, commercial general liability, workers' compensation, and any other applicable coverage in compliance with the RFQ requirements set forth in Attachment B.

SECTION III: PRICING STRUCTURE

Vendors must attach a detailed rate sheet and discount schedules applicable to your services when responding to this RFQ. Vendors may include flat rates, hourly rates, post-production editing rates, travel and lodging charges (if any), discounts, volume pricing, and/or optional services and associated fees.

Note: Pricing submitted under this RFQ may be used for reference purposes only. Final pricing for specific projects will be requested through subsequent competitive solicitations issued to pre-qualified Vendors.

SECTION IV: ADDITIONAL INFORMATION

1. **Standard Production Timeline:** Please describe your average lead times for project services, post-production editing, and other typical project conditions (attach as separate page).
2. **Additional Comments or Information You Wish to Provide** (attach additional pages if necessary):

SECTION V: ACKNOWLEDGEMENT AND CERTIFICATION

I, the undersigned, hereby certify that the information provided in this Submission Form and accompanying documentation is complete, accurate, and truthful to the best of my knowledge. I further certify that I am authorized to submit this response on behalf of the Vendor.

Authorized Representative Name (printed):

Title:

Signature:

Date:

Attachment B
OLYMPIC AUTHORITY INSURANCE REQUIREMENTS
(Attached separately hereto)



NEW YORK STATE
**OLYMPIC REGIONAL
DEVELOPMENT AUTHORITY**
Insurance Requirements

It is the policy of the New York State Olympic Regional Development Authority (Olympic Authority) to require all users of Olympic Authority facilities and all Olympic Authority Vendors to obtain policies of insurance with valid certificates of insurance. Therefore, each party (User/Vendor) that enters into an agreement with the Olympic Authority is required to submit certificates of insurance with the following minimum required insurance limits.

Comprehensive Form General Liability:

Each Occurrence / BI & PD Combined Occurrence	\$1,000,000
General Aggregate / BI & PD General Aggregate	\$2,000,000

To include:

- A. Blanket Contractual Liability
- B. Volunteers as Insureds
- C. Property Insurance equal to Full Replacement Value of User/Vendor's property

Umbrella Liability:

Each Occurrence	\$2,000,000
General Aggregate	\$2,000,000

New York State Insurance:

Worker's Compensation valid in New York State	Statutory
Employer's Liability	\$1,000,000

Drone Liability Insurance (if applicable):

Each Occurrence	\$1,000,000
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Conditions:

1. Prior to the commencement of the agreement between the Olympic Authority and User/Vendor (Agreement), User/Vendor shall procure all insurance coverage as required by this Attachment. User/Vendor shall maintain such policies in full force and effect for the entire term of the Agreement.

2. All policies of insurance shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York with an A.M. Best Company rating of "A-" Class "VII" or better. 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 rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

3. For both workers' compensation and disability benefits insurance, at the time of the signing of the Agreement, User/Vendor shall provide either a CE-200 Attestation of Exemption (can be found by visiting http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp) or acceptable proof of compliant coverage as defined in this Attachment. Unless otherwise determined by the Workers' Compensation Board, the following are the only acceptable means of proof:

For workers' compensation:

- a. C-105.2 Certificate of Workers' Compensation Insurance,
- b. U-26.3 Certificate of Workers' Compensation Insurance, or
- c. SI-12 Certificate of Worker's Compensation Self-Insurance

For disability benefits:

- a. DB-120.1 Certificate of Disability Benefits Insurance, or
- b. DB-155 Certificate of Disability Benefits Self-Insurance

An ACORD 25 form is **NOT** acceptable as proof of workers' compensation coverage or disability benefits coverage.

4. User/Vendor acknowledges that, pursuant to Workers' Compensation Law Sections 57 and 220 (8), the Olympic Authority cannot enter into the Agreement without receiving proof of User/Vendor's compliance with or exemption from the coverage requirements of the Workers' Compensation Law.

5. After the initial submission of proof of coverage, User/Vendor shall be required to provide proof of the coverage required by this Attachment within ten (10) business days of request by the Olympic Authority. All required policies of liability insurance must be written such that the Olympic Authority is afforded at least thirty (30) days' notice prior to the effective date of any material change, cancellation, or expiration of coverage.

6. **Waiver of Subrogation:** For insurance required pursuant to this Attachment, User/Vendor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the Olympic Authority and the State. With the exception of Umbrella Liability, a Waiver of Subrogation endorsement shall be provided in the certificate of insurance to be provided to the Olympic Authority upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

7. **The certificate holder must be identified on all certificates of insurance as "New York State Olympic Regional Development Authority, 37 Church Street, Lake Placid, NY 12946," who shall be designated as the loss payee.**

8. All certificates of insurance must be completely and accurately completed and shall reflect the date of issuance, name(s) of the insured(s), the carrier, the policy number(s), the coverage period, any deductible or self-insured retention amounts, and each occurrence limit.

9. All required commercial general liability, auto liability, liquor liability and umbrella liability policies of insurance must provide that the required coverage is primary and non-contributory to other insurance available to the Olympic Authority.

10. All certificates of insurance must be signed by an authorized representative of the insurance company. Only original forms or electronic versions of the same that can be directly traced back to the insurer, agent, or broker via email distribution or similar means will be accepted.

11. The Olympic Authority reserves the right to review any policy required pursuant to this Attachment. User/Vendor agrees to provide copies of any relevant required insurance policy in the event of litigation against or involving the Olympic Authority in connection with any act or omission undertaken by either the Olympic Authority or User/Vendor in relation to the Agreement, including, but not limited to, any discovery in connection with such litigation.

12. It shall be User/Vendor's responsibility to ensure that all of User/Vendor's contractors, subcontractors and/or consultants maintain in force during the term of the Agreement the types and amounts of coverage outlined in this Attachment. User/Vendor agrees to indemnify the Olympic Authority from any liability, exposure or damages which occur as a result of a failure to comply with the terms and provisions of these Insurance Requirements. User/Vendor shall hold the Olympic Authority harmless from any claims, suits, proceedings, or other actions brought by or against any of User/Vendor's contractors, subcontractors and/or consultants for failure to comply with the terms and provisions of these Insurance Requirements. User/Vendor shall be solely responsible for User/Vendor's contractors, subcontractors and/or consultants who fail to comply with the requirements imposed by these Insurance Requirements.

Additional Insured:

The policy or policies shall be endorsed to be primary as respects the coverage afforded the New York State Olympic Regional Development Authority and others identified to be included as Additional Insured and such policy or policies shall be primary to any other insurance maintained by the New York State Olympic Regional Development Authority and others identified as Additional Insured.

Additional Insured shall be defined by venue as follows:

Olympic Center:

1. The State of New York
2. The Town of North Elba
3. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District
4. Projects at the Olympic Speed Skating Oval will additionally require the following:
 - a. Lake Placid Central School District #2
 - b. The Trustees of Lake Placid Central School District

Olympic Jumping Complex:

1. The State of New York
2. The Town of North Elba
3. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District

Mt Van Hoevenberg:

1. The State of New York
2. New York State Department of Environmental Conservation
3. The Town of North Elba
4. Town Board of the Town of North Elba, as Trustee for the Town of North Elba Public Parks and Playground District

Belleayre Mountain Ski Center:

1. New York State Olympic Regional Development Authority
2. The State of New York
3. New York State Department of Environmental Conservation

Gore Mountain Ski Center:

1. New York State Olympic Regional Development Authority
2. The State of New York
3. New York State Department of Environmental Conservation
4. Projects at the North Creek Ski Bowl at Gore will additionally require the following:
 - a. Town of Johnsburg

Whiteface Mountain Ski Center:

1. The State of New York
2. New York State Department of Environmental Conservation
3. Projects at the Veterans Memorial Highway will additionally require the following:
 - a. New York State Department of Transportation

Addresses:

The State of New York
The Capitol
Albany, NY 12210

New York State Olympic Regional
Development Authority
37 Church Street
Lake Placid, NY 12946

New York State Department of Transportation
50 Wolf Road - Suite 1S50
Albany, NY 12232

New York State Department of Environmental
Conservation
1115 NYS Route 86,
Ray Brook, NY 12977

Town of Johnsbury
219 Main Street
North Creek, NY 12853

The Town of North Elba & Town Board of the
Town of North Elba, as Trustee for the Town of
North Elba Public Parks and Playground District
2693 Main Street
Lake Placid, NY 12946

Lake Placid Central School District #2 &
The Trustees of Lake Placid Central School District
Attn.: Superintendent of Schools
50 Cummings Road
Lake Placid, NY 12946

Venue Addresses:

Olympic Authority
Administrative Building
37 Church Street
Lake Placid, NY 12946

Olympic Center
2634 Main Street
Lake Placid, NY 12946

Olympic Jumping Complex
5486 Cascade Road
Lake Placid, NY 12946

Mt Van Hoevenberg
220 Bob Sled Run Lane
Lake Placid, NY 12946

Lake Placid Olympic &
Paralympic Training Center
196 Old Military Road
Lake Placid, NY 12946

Belleayre Mountain
181 Galli Curci Road
Highmount, NY 12441

Gore Mountain
793 Peaceful Valley Road
North Creek, NY 12853

Whiteface Mountain Ski Center
5021 Route 86
Wilmington, NY 12997

Contact:

Questions regarding the Olympic Authority's Insurance Requirements shall be directed to the Olympic Authority's Risk Manager at the following address:

Olympic Regional Development Authority
Attn: Kristin Maxwell, Sr. Manager, Risk Management
37 Church Street
Lake Placid, NY 12946
kmaxwell@orda.org
(518) 302-5309

Attachment C SAMPLE SCOPE OF WORK

The Olympic Authority hosts a wide variety of events and activities across its venues, ranging from local and regional festivals to high-profile national and international competitions, athlete training programs, media productions, and destination marketing initiatives. To support the promotion, documentation, and storytelling of these activities, the Olympic Authority is seeking professional photography and videography services across the following disciplines:

- **Event coverage** (live-action documentation of public-facing and ticketed events)
- **Tourism and destination marketing** (highlighting natural and built environments)
- **Editorial photography/videography** (for publications and public communications)
- **Action and sports documentation** (high-speed athlete performance and dynamic shots)
- **Portrait sessions** (formal and candid, including staff, athletes, and guests)
- **Documentary-style productions** (narrative content or long-form features)
- **Product and lifestyle photography** (for marketing merchandise or retail items)
- **Fashion/editorial shoots** (where applicable for commercial or promotional work)
- **Landscape and scenic content** (b-roll and stock material of the venues and region)

The Olympic Authority anticipates engaging Vendors for a variety of projects across its venues, which include Whiteface, Gore, Belleayre, Mount Van Hoevenberg, the Olympic Jumping Complex, and the Olympic Center. Vendors should expect project scopes to vary in complexity, timeline, and creative direction.

Vendors must be prepared to furnish all labor, equipment, materials, travel, and post-production services necessary to ensure complete and timely delivery of high-quality photo and video assets. All equipment and personnel must adhere to applicable safety regulations, venue-specific operational rules, and, where applicable, broadcast and accessibility standards.

Where the use of **Unmanned Aircraft Systems (UAS)**, also known as drones, is proposed, Vendors must:

- Be fully licensed under FAA Part 107 regulations, as codified in Title 14 of the Code of Federal Regulations, including possession of a Remote Pilot Certificate;
- Comply with all applicable federal, state, and local laws, including airspace restrictions and temporary flight restrictions (TFRs) in effect during events;
- Ensure all drone operations are properly insured and documented in advance of filming;
- Coordinate with the Olympic Authority's Venue Management and Security teams for mission flight plans, take-off/landing zones, and safety protocols (see Attachment D);
- Maintain all logs and documentation related to UAS operation in accordance with FAA retention requirements.

Vendors will be selected based on demonstrated experience, creative portfolio, professional references, and their ability to respond to assignments on short notice. Due to the evolving nature of

Olympic Authority programming, Vendors must demonstrate operational flexibility and the capacity to support assignments that may be seasonal, event-driven, or ongoing.

Deliverables, file formats, usage rights, delivery timelines, and any required edits or revisions will be detailed in individual Work Authorization forms issued under the Master Agreement.

Attachment D
OLYMPIC AUTHORITY UAS MISSION PLANNING FORM TEMPLATE
(Attached separately hereto)

UNMANNED AIRCRAFT MISSION PLANNING

Complete this form using Adobe Acrobat. Fill in the all appropriate fields.

Do not send a paper copy; type the names for the approvals. Send *via* Microsoft Outlook to Adam Powers (APowers@orda.org)

Part A: Flight Information

Name of Applicant:		Office/Cell Phone:	Request Date:
Operation Area: (Region, County, Town)			Notes:
Latitude <small>DD MM SS.sss</small>	Longitude <small>DDD MM SS.sss</small>	Lateral Dimensions:	
Altitude: (AGL)	Date(s) of operation:	Time of operation (daily): (local time)	
Class Airspace:			

Part B: Mission

Description:

Please described the intent of flight and expected accomplishments, area(s) to be covered, required mission visibility, altitudes, and speed, flight crew members and responsibilities, crowd control methods, briefing procedures, and any other mission details that demonstrate safe flight practices. (Attach sectional, topographic and orthographic maps of the area.)

Safety Protocols:

Please include safety protocols for the environment, such as site hazards, weather considerations, wind speed thresholds, notification and sequestering of bystanders, flight notification procedures for FAA, safety equipment list, and any other pertinent information that demonstrates flight safety.

A large, empty rectangular box with a thin black border, occupying the majority of the page below the text. It is intended for the user to provide the safety protocols mentioned in the text above.

Checklists:

Please include all checklists used for UAS equipment, all pre-flight, in-flight and post-flight phases, and other checklists used for safety of flight operations.

Emergency Contingency Plan:

Please provide procedures for abnormal aircraft operations, such as loss of control, lost link, fly away and accident/incident, reserve fuel requirements, diversion, flight termination, and other emergency procedures for safe operation.

Part C: Mission Hazards and Mitigations

Examples: powerlines, trees, elevation changes, obstructions, electromagnetic interference, etc.

Description:

Part D: Equipment

Please include a description of aircraft(s) make and model, payload(s), and additional equipment utilized for operation. (Include specifications from manufacturer as attachments)

Part E: Pilot Qualifications and Authorizations

Please list crew member's authorizations and qualifications, including FAA airman certifications and authorizations, UAS training and experience, pilot flight time for each aircraft, and other pertinent airman information that demonstrates proficiency in flight. (Please include scanned certifications as attachment)

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Part F: Crew List

Name:	Crew Position:	Home/Cell Phone:	Office Phone:
1			
2			
3			
4			

Aviation Coordinator	Signature	Date:
Approved <input type="checkbox"/> Disapproved <input type="checkbox"/>		

- Please attach the following:**
- Sectional, Topographic and Orthographic Maps**
- Equipment Specifications**
- FAA Certifications and Authorizations or Waivers**
- Aircraft Registration**
- Landowner Consents Form (if applicable)**
- Forest Preserve Work Plan Form (if applicable)**
- Proof of Insurance**

Attachment E
MASTER AGREEMENT TEMPLATE
(Attached separately hereto)



Vendor Master Agreement

This AGREEMENT is made as of the date of the last signature herein (“Effective Date”), by and between the New York State Olympic Regional Development Authority (“Olympic Authority”), whose office address is 37 Church Street, Lake Placid, New York 12946, and _____ (“Vendor”), whose office address is _____.

WHEREAS, the Olympic Authority issued a Request for Qualifications (“RFQ”) on _____, seeking qualified vendors to provide certain services and/or commodities as further described in the RFQ; and

WHEREAS, the Vendor was selected in accordance with the procedures and criteria set forth in the RFQ, and the parties desire to enter into this Agreement pursuant thereto; and

WHEREAS, the Vendor acknowledges and agrees that the applicable terms, conditions, and representations contained in the RFQ shall govern and apply to the services and/or commodities provided under this Agreement, except as otherwise expressly modified herein; and

WHEREAS, the Olympic Authority desires, and Vendor is willing to provide, the services and/or commodities as further detailed in one or more Work Authorizations, Purchase Orders, Rental Orders, or other written notices to proceed issued to Vendor (collectively “Ordering Documents”) in furtherance of and in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

- A. TERM.** The term of this Agreement shall be for one (1) year (the “Initial Term”), with the option of _____ annual renewals (each a “Renewal Term”) upon the mutual agreement of the Olympic Authority and Vendor. In the event that either party desires to renew this Agreement, it shall provide written notice of its desire to renew the Agreement to the other party no later than thirty (30) days prior to the end of the then current Term. Collectively, the Initial Term and each Renewal Term shall be referred to herein as the “Term.”
- B. VENDOR SERVICES.**
 1. **Scope of Services** – Vendor agrees to provide the services and/or commodities as provided in the Ordering Documents issued to Vendor and in accordance with the terms of this Agreement (the “Services”).
 2. **Independent Contractor** – Except as otherwise expressly provided in this Agreement or otherwise authorized in writing by the Olympic Authority, in performing the Services and incurring expenses under this Agreement, Vendor shall operate as, and have the status of, an independent contractor and shall not act as agent or be an agent of the Olympic Authority. As an independent contractor, Vendor shall be solely responsible for determining the means and methods of performing the Services and shall have complete charge and responsibility for

Vendor's personnel engaged in the performance of the Services.

3. **Subcontractors** – Vendor shall not employ, contract with, or use the services of any subcontractors without obtaining the prior written approval of the Olympic Authority. No provision of this Agreement shall be construed as an Agreement between the Olympic Authority and any subcontractor to Vendor or with any person, firm or corporation employed by, contracted with or whose services are utilized by Vendor. The foregoing provisions regarding subcontractors shall not dilute in any way Vendor's responsibility to perform the services set forth in this Agreement at the compensation set forth herein or in any attachments to this Agreement. However, if the Olympic Authority directs Vendor in writing to obtain the services of subcontractors not normally required for projects of comparable type, the Olympic Authority will compensate Vendor in accordance with the terms of this Agreement.
4. **Ownership of Documents** – Vendor shall not publish or disseminate to any third party information pertaining to the Services, or any part or aspect thereof, without first obtaining written approval from the Olympic Authority for such publication or dissemination and of the format and content thereof.
5. **Compensation** – The Olympic Authority shall compensate Vendor for all Services rendered at the amount detailed in the Ordering Documents issued to Vendor.
6. **Cost Documentation** – Vendor shall maintain complete detailed and accurate billing and accounting records of all costs. If all or any part of such records are not maintained by Vendor, its consultants or subcontractors, or made available to the Olympic Authority or the State as provided for herein, any item not supported by such records shall, at the election of the Olympic Authority, be disallowed and, if payment therefore has already been made, Vendor, upon demand, shall refund to the Olympic Authority the amount so disallowed. Payments to Vendor shall in no way affect Vendor's obligations hereunder or the right of the Olympic Authority to obtain a refund of any payment to Vendor which was in excess of that to which they were lawfully entitled.
7. **Applications for Payment** – Unless different provisions are set forth in an Ordering Document issued to Vendor, the following provisions shall apply. Timeliness of payment and any interest to be paid to Vendor for late payment shall be governed by Public Authorities Law § 2880 to the extent required by law. Any additional compensation to which Vendor may be entitled under this Agreement shall be itemized, supported by accurate documentation, including receipted bills for expenditures made by Vendor and shall extend all hours and rates into dollar amounts. Applications for payment of additional compensation shall be submitted together with applications for payment of compensation under this Agreement. The Olympic Authority reserves the right to request any and all documentation necessary to support applications for payment, and Vendor agrees to comply with such requests. The Olympic Authority may, in its sole discretion, deny applications for payment that are not supported by proper documentation.
8. **Approval of Documents** – For all documents or other items requiring the Olympic Authority's review and/or approval, the Olympic Authority will provide review comments of said items at the scheduled submissions as defined by the Ordering Documents issued to Vendor. Vendor will timely respond to all comments in written form, and revisions to the documents will be made based upon mutual agreement between the Olympic Authority and Vendor. The Olympic Authority comments will be consistent with programmatic and budget requirements, and with previous comments and approvals. Vendor will revise the documents accordingly if consistent with the program and budget requirements, and previous comments. If Vendor is unable to comply with written instructions, and/or marked-up project document review sets supplied by the Olympic Authority, Vendor shall notify the Olympic Authority in writing of this fact as soon as is practicable under the circumstances. If the Olympic Authority provides comments, or requests revisions that are in conflict with programmatic or budget requirements, or with previous comments and approvals, required revisions will be treated as an additional service consistent with this Agreement, and Vendor shall be compensated in accordance with the

Ordering Documents.

- C. **INSURANCE.** If providing Services at an Olympic Authority-managed venue as part of this Agreement, Vendor shall procure and maintain in full force and effect during the term of this Agreement all insurances as provided for in the Insurance Requirements attached hereto as Exhibit 1. Prior to the commencement of the Services, Vendor shall supply the Olympic Authority with proof of the insurances required under this section.
- D. **STANDARD OF CARE.** If applicable, Vendor shall exercise the same degree of care, skill, and diligence in the performance of its services as is ordinarily possessed and exercised by a vendor practicing in the same disciplines and performing services of the same or substantially similar nature as are required by this Agreement and any applicable Ordering Documents issued to Vendor (“Standard of Care”).
- E. **USE OF UNMANNED AIRCRAFT.** If applicable as part of the Services, Vendor is authorized to operate unmanned aircraft systems ("UAS"), commonly known as drones, for the purpose of aerial videography and photography. The use of UAS shall be subject to the following conditions:
1. **Mission Planning Form** – Vendor will complete and submit to the Olympic Authority the Mission Planning Form attached hereto as Exhibit 2, and supply all necessary documentation indicated therein before permission may be granted. The Olympic Authority, in its sole discretion, will determine if Vendor may operate the UAS pursuant to this Agreement and will notify Vendor of said determination.
 2. **Airspace Authorization** – Consistent with FAA regulations, if operation of a UAS under the terms of the Agreement takes place in Class B, Class C, or Class D airspace or within the lateral boundaries of the surface area of Class E airspace designated for an airport, prior to the grant of approval by the Olympic Authority to operate a UAS on property managed or maintained by the Olympic Authority, Vendor must also submit written approval of airspace authorization from the airport’s Air Traffic Control.
 3. **Compliance with Laws** – Vendor warrants that all UAS operations will be conducted in strict compliance with all applicable federal, state, and local laws, regulations, and ordinances governing the use of unmanned aircraft, including, but not limited to, those regulations promulgated by the Federal Aviation Administration (FAA).
 4. **Pilot Certification** – Vendor shall ensure that all UAS operations are conducted by individuals who possess a valid Remote Pilot Certificate issued by the FAA or an equivalent certification, demonstrating competency in UAS operations.
 5. **Safety and Privacy** – Vendor shall prioritize safety and privacy in all UAS operations, implementing measures to minimize risks to people, property, and privacy, including adherence to guidelines for avoiding restricted airspace, maintaining visual line of sight with the UAS, and respecting individuals' reasonable expectations of privacy.
 6. **Insurance** – Vendor shall maintain adequate insurance coverage for UAS operations, including liability insurance for bodily injury and property damage, with coverage amounts and terms satisfactory to the Olympic Authority.
- F. **PROTECTED MARKS.** The term "Protected Marks" includes but is not limited to any Olympic, Paralympic and/or Pan-American related marks, images, symbols and/or terminology owned by the United States Olympic and Paralympic Committee (“USOPC”) that may be used or shown as contemplated under the terms of this Agreement. This Agreement does not convey to Vendor the right to use any Protected Marks. Vendor understands that all such marks are protected pursuant to the Ted Stevens Olympic and Amateur Sports Act, 36 U.S.C. §§ 220501, et seq., and Vendor

agrees and understands that it shall be solely responsible for any violation of said Act or unauthorized use of the marks or terminology protected by said Act.

G. DISPUTES. In the event of a dispute between the Olympic Authority and Vendor arising out of or related to this Agreement, Ordering Documents issued to Vendor pursuant to and in furtherance of this Agreement, and/or the performance of this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute informally, each party may, upon the mutual agreement of both parties, nominate a senior officer of its management to meet to resolve the dispute by direct negotiation. In such circumstances, the aggrieved party shall notify the other party in writing of the item or items in dispute, providing enough specificity to apprise the other party of the nature of the dispute. The parties shall then meet or conference at a mutually agreeable place and time and attempt to negotiate the disputed item or items in good faith. In the event that a mutually agreeable or satisfactory result is unable to be reached, nothing herein contained shall be construed as limiting a party in exercising its contractual rights or seeking any remedies available to them under the law.

H. TERMINATION

1. In the event of the dissolution or bankruptcy of Vendor, the Olympic Authority may immediately terminate this Agreement without further liability to Vendor, except for obligations to pay outstanding sums owed, and all work, reports, and other data and records pertaining to the Services that are in the custody or control of Vendor shall be delivered to the Olympic Authority, and the Olympic Authority shall pay the legal representative of Vendor all amounts due and owing by the Olympic Authority to Vendor, to the date of termination, in accordance with the provisions of this Agreement.
2. Any party may terminate this Agreement in the event another party materially breaches the terms of this Agreement.
 - a. The party who desires to terminate this Agreement shall give written notice of the breach to the breaching party and shall specify a period of time, which shall not be less than ten (10) days if practicable under the circumstances, in which the breaching party must either remedy the breach or cease performance under the Agreement.
 - b. In the event that the breaching party elects to continue performance, it shall either cure the breach or provide a written statement of the steps to be taken in order to cure the breach within ten (10) days of receipt of the written notice pursuant to the preceding paragraph, or such longer period as may be specified in the written notice of the intent to terminate. If the cure or statement of intent to cure is satisfactory to the non-breaching party, it shall consent to a continuation of performance, and such consent shall not be unreasonably withheld.
 - c. Notices given pursuant to foregoing paragraphs, and any notice or writings required under this Agreement and to the attention of such person as the parties may designate in writing from time to time.
 - d. For any action at law or in equity arising from a termination under this section, the breaching party shall be liable to the non-breaching party in an amount not to exceed the compensation for the Services under this Agreement.

I. LIABILITY OF VENDOR

1. To the fullest extent permitted by law, Vendor shall defend, indemnify, hold harmless and release the Olympic Authority, the State of New York, the record owner of the real property on which the Services are being furnished and/or performed, and/or their respective affiliates, members, partners, directors, officers, employees, consultants, contractors and/or agents (individually, an "Indemnified Party" and collectively, the "Indemnified Parties"), from and against any and all suits, claims, liabilities, fines, damages and/or any types of action whatsoever, including attorneys' fees, defense costs and legal costs, for bodily injury (including exposure to toxic

substances), sickness, disease or death sustained by any person, or to injury to or destruction of tangible property (including loss of use), arising out of or resulting from the performance of the Services pursuant to this Agreement or negligent or otherwise tortious acts, errors or omissions and/or willful misconduct of Vendor and/or their affiliates, members, partners, directors, officers, employees, consultants, contractors and/or agents, or by reason of liability imposed by operation of law.

2. To the fullest extent permitted by law, Vendor agrees to defend, indemnify, and hold harmless the Olympic Authority and the State of New York, their officers, directors, employees, agents, and servants from any and all claims, causes of action, demands, costs (including reasonable Attorney's fees) or judgments of whatever nature against them individually or collectively, arising from or in connection with any third-party claim alleging a violation of any applicable Federal, State, or local law, rule, regulation, code, or ordinance governing the use of a UAS against the Olympic Authority or the State of New York.
3. The Olympic Authority may retain such monies from the amount due Vendor as may be necessary to satisfy any claim for damages recovered against the Indemnified Parties. Vendor's obligation under this paragraph shall not be deemed waived by the failure of the Olympic Authority to retain the whole or any part of such monies due Vendor, or where such suit, action, damages, and/ or costs have not been resolved or determined prior to release of any monies to Vendor under this Agreement.
4. The obligation of Vendor to indemnify the Indemnified Parties (1) shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits, including workers' compensation or other employee benefit acts, provided by Vendor, and (2) shall not be deemed limited or discharged by the enumeration or procurement of any insurance for liability for damages imposed by law upon the Indemnified Parties.
5. The obligation of Vendor to indemnify does not extend to those suits, claims, liabilities, fines, damages, and types of action which arise out of the sole negligence of an Indemnified Party.
6. This Article creates no limitation on the right to common-law indemnification. The indemnity provided for herein shall be deemed in addition to and in no way a limitation upon the Olympic Authority's right of common-law indemnification from Vendor.
7. Nothing contained in this Agreement shall create or give to third parties any claim or right of action against Vendor or the Olympic Authority beyond such as may legally exist without regard to this Agreement.

J. GENERAL PROVISIONS

1. **Other Vendors** – The Olympic Authority reserves the right to employ other vendors in connection with the Services provided by Vendor hereunder.
2. **Notices** - Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified at the beginning of this Agreement, or at such other addresses as either party may, from time to time, designate by written notice to the other, and unless otherwise mutually agreed between the parties in writing, notice shall be deemed to have been properly given and shall be deemed effective upon receipt when (i) delivered by express overnight mail delivery service with receipt for delivery or (ii) when deposited in the United States mail, postage prepaid, certified with return receipt requested. Rejection or other refusal to accept or inability to deliver because of a changed address of which no notice has been received shall constitute receipt.
3. **Entire Agreement** - This Agreement, and Ordering Documents issued to Vendor in furtherance of

and in accordance with the terms of this Agreement, and any other attachments, exhibits, or addenda, constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid, and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by the parties hereto and approved in the same manner as this Agreement.

4. **Captions** - The captions and/or headings contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define, limit, or describe the scope or intent of this Agreement, or any provision thereof, nor in any other way affect this Agreement.
5. **Attachments** – The Olympic Authority Standard Contract Terms, which can be viewed at: <https://media.orda.org/?r=36909&k=d478cbc040>, together with any and all attachments, exhibits, or addenda appended hereto are incorporated by reference as if fully restated herein and shall be given the same force and effect as if fully set forth herein.
6. **Waivers** - No waiver of any provision of this Agreement or the breach thereof shall constitute a continuing waiver, or a waiver of any other provision of this Agreement or the breach thereof, and no such waiver shall be effective unless expressed in writing signed by the party against whom enforcement is sought.
7. **Survival** - All rights and obligations contained in this Agreement, which by their nature or effect are required or intended to be kept, observed, or performed after the termination or expiration of this Agreement will survive and remain binding upon and for the benefit of the parties, their successors, and permitted assigns. For the sake of clarity, these obligations include obligations to pay; obligations to defend, hold harmless and/or indemnify; record keeping obligations; obligations to deliver the other party's property; and any and all warranties made, the duration of which will exceed the term of this Agreement.
8. **Severability** - In the event that one or more of the provisions of this Agreement shall for any reason be declared unenforceable by a court of competent jurisdiction, such provision(s) shall have no effect on the validity of the remainder of the Agreement, which shall then be construed as if such unenforceable provision(s) was never contained in the Agreement.
9. **Compliance with Applicable Laws and Regulations** - Vendor shall review all laws, regulations, codes, and standards in effect as of the date of this Agreement that are applicable to the Services and Vendor's performance and shall comply with same. Vendor shall exercise professional care and judgment in accordance with the Standard of Care.
10. **Waiver of Damages** - Vendor shall not be entitled to, and hereby waives any monetary claims for or damages arising from or related to, lost profits, lost business opportunities, unabsorbed overhead, or any indirect consequential damages.
11. **Exhibits** – The following Exhibits are attached to and made a part of this Agreement:
 - Exhibit 1 – Olympic Authority Insurance Requirements
 - Exhibit 2 – UAS Mission Planning Form

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written:

NEW YORK STATE OLYMPIC REGIONAL DEVELOPMENT AUTHORITY

By: _____

Print Name: _____

Title: _____

Date: _____

VENDOR

By: _____

Print Name: _____

Title: _____

Date: _____

EXHIBIT 1

Olympic Authority Insurance Requirements

(Attached separately hereto)

EXHIBIT 2

UAS Mission Planning Form

(Attached separately hereto)