



## SAMPLING AUTHORIZATION REQUEST FORM 2023-2024

### Policy for Food and Beverage Distribution

*Please complete this form to receive authorization to distribute food or beverages not purchased through Levy, the exclusive food and beverage provider at Huntington Convention Center of Cleveland.*

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 Levy Restaurants. 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 Levy Restaurants. If you are looking to have food or beverage items used as a traffic promoter to your booth (i.e.: coffee, soft drinks, bottled water, popcorn, etc.) please contact Levy Restaurants 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. For Food Shows the maximum of an **8oz.** Sample Size is permitted.
  - Food items are limited to "bite size", not to exceed **2oz.** portions. For Food Shows the sample size should not exceed **6oz.**
  - Vendors **MUST** submit proof of having insurance outlined in Exhibit A of this form and are responsible for compliance with 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 must seek written approval from Levy at least thirty (30) in advance of the show. All submissions within thirty (30) days may be denied within Levy's sole discretion. Additionally your company shall be subject to the below:
  - A charge of \$200.00 per day, per distribution location will be paid to Levy Restaurants in full prior to show/event. This fee is non-negotiable and non-refundable. Levy may charge additional fees related for labor as necessary.
  - Products must be legally procured by Levy as the liquor license holder, 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 Ohio regulations.
  - Vendors **MUST** submit proof of having insurance outlined in Exhibit A of this form, and are responsible for State and Local laws pertaining to the distribution of alcohol.
    - Sample portions shall be determined by Levy in its sole discretion but shall not exceed:
      - Beer 4 oz.
      - Wine / wine coolers / spirit coolers 2oz.
      - Liquor / liqueurs 0.5 oz.
    - Note: Alcohol cannot be served prior to 11:00 am on Sundays, per local ordinance.
    - All alcohol must be served in plastic, disposable cups. No cans or bottles will be permitted.
  - Distribution of alcoholic products must be performed by a staff bartender from Levy Restaurants in compliance with Ohio Liquor Laws. Guests must be 21 years of age to participate in the sampling with a picture I.D.
  - Vendors **MUST** submit proof of having insurance outlined in Exhibit A of this form and are responsible for compliance with State and Local laws.



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

5. Storage, Delivery, or Kitchen Use

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

- o \$150.00 per Day/Pallet for Refrigerated, Freezer, and Dry Storage.
  - o Designated Attendant required for booths that request storage - \$150.00 for four hours, \$50.00 for each additional hour. Attendant to deliver product when requested.
- 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 \$250.00 per Hour for Kitchen Space. Kitchen Space is reserved on a first come, first serve basis.
- o Additional charge for Rental of Equipment, subject to availability.

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

**Company Requesting Sampling Permission Information**

Show Name

Date of Show Sampling Dates

Company Name and Booth Number and Hall Name

Contact Name

Telephone

Email address

Address

City

Zip

Email

Items

Item and Reason of distribution, please include quantity, portion Size and method of dispensing items

Approval by Levy Management:

Date:

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 company agrees to indemnify and forever hold harmless Levy Premium Foodservice Limited Partnership, its parent companies, subsidiaries, affiliates, and owner of the Facility 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:**

- A Completed Sampling Authorization Form must be sent back to your Show Manager at least thirty (30) days prior to the start of the show.
- Certificate of Insurance must be sent back to your Show Manager seven (7) business days prior to start of the show. Exhibitors not in compliance will be asked to remove item(s) from the Facility immediately.



**Exhibit A**  
**Insurance Requirements**

Company shall procure, and shall maintain in full force and effect at all times during the Event, insurance, paying as the same become due all premiums thereof, including, without limitation:

(A) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$500,000.00 each accident, \$500,000.00 disease-policy limit, and \$500,000.00 disease-each employee. Company shall include a waiver of the insurer's right to recovery or subrogation against Levy.

(B) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$5,000,000 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. Coverage shall be primary and non-contributory to other insurance available to Levy and shall include a waiver of the insurer's right to recovery or subrogation against Levy.

(C) Business Automobile Liability coverage with a combined single limit of not less than \$1,000,000. The combined single limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Coverage shall be primary and non-contributory to other insurance available to Levy and shall include a waiver of the insurer's right to recovery or subrogation against Levy.

(D) If applicable, Commercial Liquor Liability coverage with an each common cause limit of not less than \$1,000,000. The general aggregate shall have a limit of not less than \$5,000,000. The each common cause and general aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Coverage shall be primary and non-contributory to other insurance available to Levy and shall include a waiver of the insurer's right to recovery or subrogation against Levy.

(E) The following entities are to be named as additional insured with respect to Employers' Liability coverage, Commercial General Liability coverage, Business Automobile coverage and, if applicable, Commercial Liquor Liability coverage:

Levy, Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, ASM Global, Huntington Convention Center of Cleveland 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.

(F) Company shall deliver a Certificate of Insurance to Levy evidencing the required insurance coverages no later than seven (7) days prior to the Event.

# CERTIFICATE OF INSURANCE

ISSUE DATE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

### COMPANIES AFFORDING COVERAGE

COMPANY LETTER	<b>A</b> Carrier with at least B+ Best rating & VI Financial Size
COMPANY LETTER	<b>B</b>
COMPANY LETTER	<b>C</b>
COMPANY LETTER	<b>D</b>
COMPANY LETTER	<b>E</b>

INSURED

**Vendor/ Supplier or Sub Contractor**

Listed INSURED includes the exact name of the Company for whom the Certificate is issued.

### COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	Coverage Limits must be no less than what is stated.
A	GENERAL LIABILITY				GENERAL AGGREGATE	\$ 5000000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OPAGG.	\$ 5000000
	<input type="checkbox"/> CLAIMS MADE   <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$ 1000000
					EACH OCCURRENCE	\$ 1000000
					FIRE DAMAGE (Any one fire)	\$ 50000
					ME EXPENSE (Any one person)	\$ 5000
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$ 1000000
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	\$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY OTHER					
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$ 500000
					DISEASE-POLICY LIMIT	\$ 500000
					DISEASE EACH EMPLOYEE	\$ 500000

Policy dates ("Effective" and "Expiration") need to be current and cover the period work will be performed.

Policy numbers are listed for each Line of Business

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

**The entities and individuals listed on Exhibit "A" are hereby collectively named as additional insureds with respects to the foregoing General Liability and Automobile Liability coverages.**

The "Additional Insureds" are a list of legal entities for both our company and the building owner that are specific to your location. If the "Additional Insureds" are on a second page, it is critical that this section reflects the existence of the "Additional Insureds" page. Either the front of the certificate or the attachment must acknowledge the paragraph as "Additional Insureds". It is not acceptable to specify on the certificate as "Additional Insureds".

CERTIFICATE HOLDER

Levy Restaurants

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE