# <u>LEVY RESTAURANTS / BOSTON CONVENTION & EXHIBITION CENTER</u> Sample Food and/or Beverage Distribution Authorization Request

Please complete this form to receive authorization to distribute food or beverages not purchased through Levy Restaurants. Levy Restaurants has exclusive food and beverage distribution rights within the Boston Convention & Exhibition Center and has the responsibility to the City of Boston to strictly regulate any food and beverage activity within the BCEC. Due to strict regulations, any vendor sampling product within the above mentioned parameters must submit a sampling form to Levy Restaurants for approval.

## The Selling of Food and/or Beverage products by any other entity is strictly prohibited.

Sponsoring Organizations of expositions and trade shows, and/or their exhibitors, may distribute **SAMPLE** food and/or beverage products **ONLY** upon written authorization and adherence to ALL of the conditions outlined below.

### **General Conditions - Food Industry Related Shows**

- 1. Items dispensed are limited to products *Manufactured, Processed or Distributed* by exhibiting companies.
- 2. All items are limited to **SAMPLE SIZE** and must be dispensed/distributed in accordance to Local and State Health Codes:
  - Non-Alcoholic Beverages served in biodegradable (or plastic) cups. No cans or bottles will be permitted. Levy Restaurants will be happy to provide biodegradable service wares for all services, please contact your Catering Sales Manager for a price list of available items.
  - b. Alcoholic beverage sampling is permitted **only** if you are the manufacturer or distributor of the beverage. Alcoholic beverages must be "sample" sizes (2 oz. for beer/wine, .25 oz for liquor) and can only be served by a licensed Levy Restaurants bartender.
  - c. All food/beverage items brought in are required by the Boston Health Department to have a temporary Health Permit. This includes prepackaged food samples, samples not intended for consumption on the show floor and bottled water.
- 3. Exhibiting Firm must provide Levy Restaurants with:
  - a. Completed Sample Food and/or Beverage Distribution Authorization Request (Page 2 of this document)
  - b. Completed Temporary Food Service Application (Attached)
  - c. Certificate of Insurance showing evidence of Commercial General Liability with an "EACH OCCURRENCE" limit of \$1,000,000 and naming Levy Premium Foodservice Limited Partnership and Massachusetts Convention Center Authority as additional insured.
  - d. If the exhibiting company is NOT licensed in the City of Boston, a copy of their license from the town in which they are licensed, along with ServSafe & Allergen certification.
  - e. If the exhibiting company does NOT have a licensed establishment from which to operate, a copy of the health permit AND a letter from the establishment stating they have permission to use the facility.
- 4. Vendors are responsible for all booth rental fees, electrical, plumbing, drayage and all other Levy Restaurants and/or BCEC services.
- 5. All Items must be served in individual plates or cups. Covers are not required for items.

#### IF YOU DO NOT MEET THE CONDITIONS LISTED ABOVE, THE FOLLOWING POLICIES APPLY:

**TAKE-AWAY ITEMS AND BUY-OUT FEES** Any Food and Beverage brought on premises without the Written Authorization from Levy Restaurants, the BCEC and New England Restaurant and Bar Show is strictly prohibited.

- Take-away items will be assessed and approved on a case by case basis by Levy Restaurants. Take-away items are items that are distributed to attendees but are not intended for immediate consumption at the time of receipt. Requests for take-away items must be submitted no later than <u>02/28/25</u>
- 2. Requests for all Food or Beverage Products brought on the premises for consumption at hosted banquet/booth events or that do not fall within the Sampling parameters listed above will incur a **Buy-out Fee** by Levy Restaurants. An appropriate buy-out fee will be determined by Levy Restaurants on a case by case basis; however, the buy-out fee will be based on a percentage of the retail pricing for the food and/or beverage item and is subject to all applicable taxes and service charges. If a buyout is granted, a Health Permit by the City of Boston is required, along with a COI showing the buyout is granted to the company who either Manufactures, Distributes or Processes the product.

**UNUSED FOOD OR BEVERAGE PRODUCT** that requires pick-up or shipment after the show/event is the responsibility of the Company that is sampling the product. Absolutely NO REFUNDS of Buy-out Fees will be given for Food or Beverage Product if not consumed during show/event.

**FOOD AND BEVERAGE RELATED SERVICES** including storage, delivery, or any other service required for Food and/or Beverage products brought from the outside are not the responsibility of and will NOT be provided by Levy Restaurants.

If these services are required the following charges will assessed:

- 1. \$150.00 per day minimum for dry or refrigerated storage
- 2. \$150.00 for a small visi cooler
- 3. \$300.00 for a large double visi cooler
- 4. \$25.00 per drop off and per pick-up for steward
- 5. \$10.00 per 5 pound bag of ice
  - \*Both the Refrigerator and Cooler require Stewarding Labor to drop off and retrieve the equipment.

**SHIPPING/RECEIVING** Please note that only product you expect to be prepared by, stored by and delivered by Levy Restaurants should be shipped to Levy Restaurants. Please request a shipping label and ensure it is used properly to ensure proper receiving of your product. You must contact Levy Restaurants prior to shipping items – items not expected will not be received. For all Food and Beverage not purchased through Levy Restaurants, all standard fees mentioned above will be charged where applicable, including 20% Administrative Fee and Applicable Sales Tax.

The Company named below acknowledges they have sole responsibility for the use, servicing or other disposition of such items in compliance with all applicable laws. Accordingly, the firm agrees to indemnify and forever hold harmless Levy Restaurants and the Boston Convention & Exhibition Center from all liabilities, damages, losses, costs or expenses resulting directly or indirectly from their use, serving or other disposition of such items.

#### Information must be received no later than close of business (5:00 PM EST) on 02/28/2025.

Before returning this document, please sign the "Agreed" indicating you have read and you agree with all conditions.

## New England Restaurant and Bar Show 2025 03/30/25 – 03/31/25

COMPANY INFORMATION			
Company Name:		Booth Number:	
Billing Address:			
City, State, Zip Code:		Country:	
Telephone Number:			
Email Address:			
Onsite Contact Name:			

SAMPLING INFORMATION		
Sample Item:		
Distribution Purpose		
Quantity:		
Portion Size:		
Method of Dispensing		

Approved\_\_\_\_\_

Agreed\_\_\_\_

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**Exhibiting Firm** 

Levy Restaurants

PLEASE RETURN FORM TO LEVY RESTAURANTS BY <u>02/28/25</u> TO ENSURE CONFIRMATION AND APPROVAL. For additional services and information, please contact Levy Restaurants:

> Liza Johnson, Catering Sales Manager 415 Summer Street, Boston MA 02210 <u>liza.johnson@levyrestaurants.com</u> Telephone 617.954.3988