

## SAMPLING

Upon request, Sodexo Live! may grant an Exhibitor/Customer permission to distribute food or beverage samples during an event. Approval is contingent on the Exhibitor/Customer being the legal manufacturer or distributor of the product, the product(s) being in relation to the nature of the event, and Sodexo Live! approving the sampling activation in writing to the Customer.

**Maximum food sample size is two (2) ounces**

**Maximum non-alcoholic beverage sample size is three (3) ounces**

**Maximum alcoholic beverage/liquor sample size is one (1) ounce**

The MBCC Sampling Request Form (page 20) and the MBCC Sampling Agreement (page 21) must be completed and returned to a Sodexo Live! Catering Sales Manager fourteen (14) days prior to the first event day. Approval is granted on a case-by-case basis at the sole discretion of Sodexo Live!, and a Certificate of Insurance (COI) stating Sodexo Live!, OVG 360 and the City of Miami Beach are not liable for the service must be on file (page 22).

If a request for sampling exceeds the predetermined portion sizes or quantities exceeding sampling guidelines, Sodexo Live! will assess a Buy Out or Corkage Fee per item brought in (page 19).

**All sampled products must be served via biodegradable, compostable disposable wear.** No food or beverage may be sampled outside of exhibit halls, and all sampling operations must be confined to the Customer's booth. The Customer is strictly prohibited from distributing samples and soliciting interest outside of their booth.



Sampling any beverages that include alcohol or liquor requires a Sodexo Live! bartender to distribute the product, charged at cost of the Customer. Sodexo Live! will determine the minimum amount of staff required for each sampling activation.



Sodexo Live! does not provide or rent out equipment for sampling activations. The Customer is responsible for cleaning & maintaining their space, adhering to local and state Health Department Regulations and planning for proper waste disposal (including liquids). Disposal of cooking residue into the MBCC's drainage system is strictly prohibited. Receiving & Handling, Storage and Delivery services are available from Sodexo Live! at cost of the Customer. Disposable service wear (cups, plates, utensils) and rental glassware are available from Sodexo Live! at cost of the Customer.

Samples may not be sold at any time and the Exhibitor/Customer is prohibited from charging fees for attendees to receive samples. Approved Customers who are utilizing samples in relation to wholesale purposes are prohibited from distributing wholesale product on MBCC property; Sodexo Live! encourages Customers to arrange pick-up services at an off-site location or to coordinate with delivery services.

**Sodexo Live! has the authority to suspend any Sampling Activation due to:**

- The Customer sampling products without written permission from Sodexo Live!, and/or with no Certificate of Insurance with the required verbiage on file.
- Sodexo Live! deeming a Customer's activation operations are violating Federal, State or Local Regulation.
- Distribution of product(s) that were not stated on the Sampling Application.
- Distribution of product(s) outside of the Customer's booth.
- Other activities in which Sodexo Live! deems it necessary to suspend operations.

## **BUYOUTS & CORKAGES**

If the Customer does not directly manufacture or produce the product in the sampling request, or the Customer has a specific request that Sodexo Live! is unable to procure, only then may Sodexo Live! grant the Customer permission to bring the requested food and beverage within the Miami Beach Convention Center.

**Approval is granted on a case-by-case basis at Sodexo Live!'s discretion and is contingent on a Buyout or Corkage Fee being charged at cost of the Customer.**

A Certificate of Insurance (COI) stating Sodexo Live!, OVG 360 and the City of Miami Beach are not liable for the service must be on file (page 22); activations without the required verbiage or insurance coverages will not be permitted. All Buyout and Corkage requests submitted less than fourteen (30) days prior to the event may be subject to Short-Term or On-Site surcharges (page 6). Connect with a Sodexo Live! Catering Sales Manager for additional information.



# MBCC SAMPLING REQUEST FORM

Approval is granted on a case-by-case basis. Note that submitting this form is not a guarantee of sampling approval, which is granted at Sodexo Live!'s discretion.

Email all completed forms to [cateringmbcc@sodexo.com](mailto:cateringmbcc@sodexo.com), or your designated Sodexo Live! Catering Sales Manager.

## COMPANY INFORMATION\*

Name of the Event \_\_\_\_\_ Booth Number \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

City \_\_\_\_\_ State/Province \_\_\_\_\_ Zip Code \_\_\_\_\_

Primary Contact \_\_\_\_\_ Cell Number \_\_\_\_\_

Email \_\_\_\_\_

## FOOD AND BEVERAGE DETAILS\*

Dates of Sampling From \_\_\_\_\_ to \_\_\_\_\_

Product(s) to be Sampled:

- Food \_\_\_\_\_ (Portion size of 2oz or less)
- Beverage \_\_\_\_\_ (Portion size of 3oz or less)
- Alcohol\* \_\_\_\_\_ (Portion size of 1oz or less)

*\*Sodexo Live! Bartenders are required to distribute the product starting at \$60+/per hour, minimum three (3) hour shift.*

**Sodexo Live! requires all samples to be distributed via compostable, disposable servewear:**

- I will be providing compostable, disposable servewear
- I need to purchase compostable, disposable servewear from Sodexo Live!

**Please describe how the product(s) are in relation to the nature of the event:**

\_\_\_\_\_

## OPTIONAL SERVICES PROVIDED BY SODEXO LIVE!

- Loading Dock for Product or Equipment Delivery (*\$250+/up to a pallet, per pallet*)  
Number of Pallets being delivered \_\_\_\_\_ Date of Delivery \_\_\_\_\_
- Product Storage via Freezer, Refrigerator or Warehouse (*\$250+/up to a pallet, per pallet, per day*)  
Dates of Storage \_\_\_\_\_ to \_\_\_\_\_ Number of pallets for storage: \_\_\_\_\_

*\$50+ Delivery Fee will be applicable per delivery from Storage to the Customer's Booth. \$25+ Re-Delivery Fee will be applicable for each attempted re-delivery if the Customer is not present within the booth at the predetermined time of delivery.*



# MBCC SAMPLING AGREEMENT

Sodexo Live! has exclusive food and beverage distribution rights within the Miami Beach Convention Center. Exposition sponsoring organizations and their exhibitors may distribute sampled food or beverage products ONLY upon Written Authorization from Sodexo Live!.

## GENERAL CONDITIONS

Exhibitors who directly manufacture, produce or distribute the intended product(s) may be given permission to sample portions of their products contingent on approval from Sodexo Live! The product(s) must be related to nature of the event. Exhibitors who do not directly manufacture, produce or distribute the product will be assessed a Buyout or Corkage fee. Sampled products may only be distributed within an Exhibitor's Booth. Samples are not permitted to be sold.

Exhibitors acknowledge all Sodexo Live! approved sample(s) are limited to a specific size:

- a. Food limited to a maximum of 2oz per sample.
- b. Non-Alcoholic Beverage limited to maximum of 3oz per sample.
- c. Alcohol limited to maximum of 1oz per sample.

Exhibitors acknowledge that samples distributed larger than the sizes listed above will be subject to a Buyout or Corkage fee per product charged at cost of the Exhibitor(s), or operations will be terminated.

Exhibitors acknowledge responsibility for adhering to all Federal, State and Local Health Department Regulation for preparation and distribution of food or beverage.

Exhibitors acknowledge responsibility for storage, handling, delivery and service of all equipment and products to execute the sampling activation(s). Exhibitors acknowledge Sodexo Live! is not liable for actions or damages resulting from equipment utilized from the sample activation(s). Sodexo Live! offers storage, handling and delivery services, which if agreed to, will be charged to the Exhibitor where applicable.

Exhibitors acknowledge a Certificate of Liability Insurance naming Sodexo Live!, OVG 360, The Miami Beach Convention Center and the City of Miami Beach must accompany your MBCC Sampling Request Form fourteen (14) business days prior to the event start date. Requests received by Sodexo Live! within and after the fourteen (14) day period will not be considered for approval. Your company's name as contracted with Sodexo Live!, OVG 360, The Miami Beach Convention Center and the City of Miami Beach must appear on the Certificate of Insurance. Sodexo Live! reserves the right to terminate any sampling operations that does not have a Certificate of Insurance with the appropriate verbiage on file.

## WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

In consideration of being permitted to participate at the Miami Beach Convention Center in a supervisory capacity, the sampling as detailed on the authorization request, the undersigned, heirs and personal representatives or assigns, do hereby release, waive, discharge and covenant not to sue Sodexo Live!, OVG 360 and the City of Miami Beach, their officers, employees and agents from any and all claims resulting from personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in.


**By signing this agreement, I understand and accept the terms and conditions listed and acknowledge that Sodexo Live! reserves the right to terminate any sampling activation leading up to and/or during an event at Sodexo Live!'s discretion. I understand that submitting this agreement is not a guarantee of sampling approval.**

Print Name\*: \_\_\_\_\_  
representing (Company/Business/Organization)\* \_\_\_\_\_

Signature\*: \_\_\_\_\_ Date\*: \_\_\_\_\_

# EXAMPLE CERTIFICATE OF INSURANCE

All Certificates of Insurance submitted to Sodexo Live! are required to have the following insurance coverages, verbiage stated within the Description of Operations / Special Provisions and name Sodexo Live! as the certificate holder.

 <b>CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) xx/xx/xxxx				
<b>PRODUCER</b> XYZ BROKERAGE		<b>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.</b>				
<b>INSURED</b> TENANT'S NAME (AS IT APPEARS ON LEASE AGREEMENT) ADDRESS						
		<b>INSURERS AFFORDING COVERAGE</b>				
		INSURER A: XYZ INSURANCE COMPANY				
		INSURER B:				
		INSURER C:				
		INSURER D:				
		INSURER E:				
<b>COVERAGES</b> THE POLICIES OF INSURANCE 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NSR LTR	ADDL INSRG	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	<input checked="" type="checkbox"/>	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	XXXXXX	XX/XX/XX	XX/XX/XX	EACH OCCURENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
	<input checked="" type="checkbox"/>	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	XXXXXXXX	XX/XX/XX	XX/XX/XX	COMBINED SINGLE LIMIT (Each Occurrence) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/>	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<input type="checkbox"/>	<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURENCE \$ AGGREGATE \$ \$ \$
	<input checked="" type="checkbox"/>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N If yes, describe under SPECIAL PROVISIONS below	XXXXXXXX	XX/XX/XX	XX/XX/XX	<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
	<input type="checkbox"/>	OTHER				
<b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS</b> Sodexo Live!, OVG 360 and the City of Miami Beach, its agents, employees and officials are an additional insured under the terms and conditions of the General Liability policy with respect to work performed by the named insured as required by written contract, The Workers' Compensation policy contains a Waiver of Subrogation in favor of Centerplate, Spectra and the City of Miami Beach, its agents, employees and officials providing the contract is executed prior to any loss.						
<b>CERTIFICATE HOLDER</b> Sodexo Live! Miami Beach Convention Center 1901 Convention Center Drive Miami Beach, FL 33139				<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.		
				AUTHORIZED REPRESENTATIVE		
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