

MBCC SAMPLING AGREEMENT



SodexoLive! 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) and the exhibitor(s) must be related to the inherent 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. Sampling Activations are not permitted if the inherent nature of the event is not food, beverage or alcohol focused.

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

- a. 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, beverage and alcohol.

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.

Note: Exhibitors are not required to provide a Certificate of Insurance.

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*: _____

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 to Show Management at Diana.Ludwig@ExpoDevCo.com.

COMPANY INFORMATION

Name of the Event _____ Booth Number _____

Company Name _____

Company Address _____

City _____ State/Province _____ Zip Code _____

Primary Contact _____ Mobile Number _____

Email _____

SAMPLING FOOD & BEVERAGE DETAILS

Dates of Sampling: From _____ to _____

Product(s) to be Sampled:

Food _____ (Portion size of 2 oz or less)

Beverage _____ (Portion size of 3 oz or less)

Alcohol* _____ (Portion size of 1 oz or less)

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

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

Per the City of Miami Beach, all single-use plastic or styrofoam serveware is strictly prohibited.

All samples must be distributed via single-use compostable serveware made from plant-based materials like paper, bamboo, Sugarcane Bagasse, palm leaf or cornstarch.

I acknowledge all samples must be served from single-use compostable serveware and understand the activation may be subject to termination should non-compostable serveware be utilized. _____ (Initials)