MBCC FOOD AND BEVRAGE GUIDE





Thank you for choosing the Miami Beach Convention Center to host your event!

The Miami Beach Convention Center ("MBCC") Food and Beverage Guide provides a comprehensive overview of the food and beverage programs available, guidelines for creating a food or beverage experience, and responds to frequently asked questions.

The Food and Beverage Guide acts as a supplemental to the Banquet Contract and Banquet Event Orders ("BEOs") in providing additional clarity and transparency to our exclusivity. Please read and be familiar with the policies in this document prior to ordering any services. Note the timeline of important dates for signed contract, 100% advance deposit, final guarantees and the incentive pricing program. While this document encompasses the majority of our general services, additional guidelines may apply.

Sodexo Live!'s sole effort is to ensure the success of each event while safeguarding the health, safety and experience for all attendees. Sodexo Live! reserves the right to consider necessary considerations specific to events on an asneeded basis. Sodexo Live! reserves the right to change, amend and update the Food and Beverage Guide and Catering Menus at its sole discretion.

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GENERAL FOOD & BEVERAGE POLICIES



EXCLUSIVITY

Sodexo Live! is pleased to be the exclusive Food and Beverage provider of the Miami Beach Convention Center. All outside food & beverage is strictly prohibited within the Miami Beach Convention Center.

The Customer assumes full responsibility for upholding and enforcing the exclusivity clause. Any infringements, whether by the Customer or an exhibiting organization participating in the event, may be incur fees at Sodexo Live!'s discretion on a per-item or per-function charge and invoiced inclusive of a 20% On-Site Order Fee, 24% Service Charge and 9% Tax.

The Customer is obligated to notify all participating organizations of Sodexo Live!'s exclusivity policy. Sodexo Live! is not required to communicate en mass with participating organizations to ascertain interest in placing catering orders nor advise our exclusivity.

PRICING ESTIMATE

A good faith estimate of food and beverage pricing will be provided six (6) months in advance of the event's start date and will be confirmed at the signing of the agreement. Due to fluctuating product availability, Sodexo Live! reserves the right to make reasonable product substitutions after consultation with the customer. Additionally, due to supply chain challenges Sodexo Live! reserves the right to adjust pricing from our published menus with notification to the Customer.

ORDERING TIMELINE & CONTRACT DEADLINE

Due to the possibility of periodic interruptions in our supply chain with some of our vendors, Sodexo Live! requires all food and beverage specifications submitted to a member of Sodexo Live!'s Catering Sales team no later than sixty (60) days in advance from your first event day. Banquet Event Orders (BEO's) will then be provided based off those specifications; please review each order and notify our team of any modifications.

Sodexo Live! requires a signed contract on file thirty (30) days prior to the first event day. All functions are considered tentative until a signed contract is returned to Sodexo Live!.

INCENTIVE PRICING PROGRAM

Starting January 1st, 2024, Sodexo Live! at MBCC has launched a new incentive pricing program for all food and beverage requests:

30-Day Advance Orders: Orders recived outside of <u>30 days in advance</u> of your first event date will receive our incentive pricing. Advanced orders may be selected from any of our published menus, or our Executive Chef and his team of skilled culinarians would be happy to create custom menus that are tailored to fit your specific group and budget needs.

Short-Term Orders: Orders received <u>inside 30 days</u> from the start of your event will be charged a 15% administrative fee due to the additional expenses incurred securing food, beverage and staffing. While Short Term orders have access to our full menu offerings, please be aware that inside of 30 days, some products and services may not be available.

On-Site Orders: Orders received <u>inside 7 days</u> from the start of your event will be charged a 20% administrative fee due to the extra efforts required to secure food, beverage and staffing within a short notice. Orders received will be selected from a limited, on-site menu. Depending on the demands for On-Site Orders, please be aware that some products and services may not be available.

A note at the bottom of the BEO will communicate all Short-Term Order and On-site Order surcharges being charged. Please be advised that all pricing listed on our Online Catering Portal will have any applicable surcharges applied after the order has been submitted.

The published catering menus are a great place to start your planning process, but because of supply chain challenges, we ask that you reach out to your Catering Sales Manager to get the most up-to-date pricing and availability for any menu items you are interested in. All surcharges are still applicable to 24% Service Charge and 9% Tax.

SERVICE CHARGE AND SALES TAX

A 24% Service Charge shall apply to all food and beverage orders. A portion of this charge is a "House" or "Administrative Charge" which is used to defray the cost of set up, break down, service and other house expenses. The balance of the total amount of this Service Charge may be distributed to the Employees providing the service. It is not purported to be a gratuity and no part of it will be distributed as gratuities to any employees providing services to the guests.

A 9% Tax shall apply to all food, beverage, labor charges, equipment rentals, service charge and other Sodexo Live! services. If the Customer is an entity claiming tax exemption, the Customer must provide Sodexo Live! satisfactory evidence of such exemption a minimum of thirty (30) days prior to the first event day in order to be relieved from its obligation.

GUARANTEED ATTENDANCE

The Customer shall notify Sodexo Live! no less than five (5) business days prior to the first event day the minimum number of persons that will attend and utilize services during the Event (i.e. the "Guaranteed Attendance"). Should additional persons attend the event in excess of the Guaranteed Attendance, Sodexo Live! will make reasonable efforts to accommodate subject to product and staff availability.

ORDER REPLENISHMENT AND ADD-ONS

While it may vary based on the service itself, please allow a minimum of 60-90 minutes for all on-site replenishment and new add-on requests during any event.

The Customer may authorize additional personnel to make Event Order decisions on behalf of the Customer before and during the event by informing Sodexo Live! in writing. Persons who are not authorized will be unable to modify any BEO or request additional services. All replenishments and add-ons will require the Customer's signature of approval at the time of the request.

TERMS & FINAL INVOICE RECONCILIATION

Any additional amounts due to Sodexo Live! will be based on the actual number of items/persons served and any on-site services approved during the event. Onsite charges will be reconciled daily to the credit card on file. All final balances are required to be paid in full by the final event day with no exceptions.

The Customer shall, within ten (10) days, advise Sodexo Live! in writing of any discrepancies in the final invoice so that Sodexo Live! may review and, if necessary, make any proper adjustments.

BEO MODIFICATIONS OR CANCELATIONS

Sodexo Live! has full discretion in accommodating adjustments to BEO's at the time of the request.

- All decreases than the initial estimate must be provided in writing at least five (5) business days prior to the event or full charges may apply.
- All increases from the initial estimate are subject to availability and may result in Chef's selections if the previously ordered items are not available on demand.
- All order cancellations must be in writing; cancellations within five (5) business days of the first event day will be subject to payment in full. Refer to the Banquet Contract for terms of "Cancellation Policy".

The dates and times of services specified on BEOs may be changed only by a written addendum signed by both the Customer and Sodexo Live!. Additional fees may be applicable for services deviating more than thirty (30) minutes from the contractually agreed upon service timing.

PAYMENT POLICY

One hundred percent (100%) advance deposit is due thirty (30) days prior to the first event day.

Additional orders or increases after the initial deposit has been received, must be paid in full at the time of the request before the start of the event.

A credit card is required to be on file for any replenishments or add-ons during the event.

Onsite charges will be reconciled daily to the credit card on file. **If a credit card is not added under the customer's account, the customer will be unable to request replenishments or add additional services during the event.**

Customers unable to pay for incidentals during event via credit card, will be required to provide an additional deposit of 20%-30%. This deposit will be monitor to cover any additional services during the event and will be refunded post-event, after deducting any incidental costs.

Sodexo Live! reserves the right to halt the execution of services until the Customer has complied with the payment requirements, and 100% advance deposit is acquired by Sodexo Live!. Specific payment methods may not be available based on the date of the payment request.

Sodexo Live! requires Customers who paid the advance deposit by ACH, Wire or Bank Transfer to furnish an official bank letter from their financial institution, with the financial institution's logo in the letterhead, in the event a refund is warranted at the conclusion of the event. Before authorizing any advance deposits, verify your financial institution's ability to accurately supply this letter. Sodexo Live! will not be held liable for Customers unable to obtain a swift or secure refund due to the inability to procure the proper documentation.

New Vendors: To prevent payment delays, our W-9 is available upon request and ACH information is located on the billing invoice. Please advise a member of Sodexo Live!'s Catering Sales team if any additional documentation is required to expedite the process.

SPECIALTY EVENTS

Hosted meal functions such galas, weddings, award dinners, etc. are considered "Specialty Events" and may be eligible for custom menus. Your Sodexo Live! Catering Sales Manager and our Executive Chef will design menus that are logistically and creatively appropriate for large numbers. In some cases, additional labor and/or equipment fees may be applied to successfully orchestrate these events. Sodexo Live!'s standard banquets attendant to guest ratio is 1:20.

ORDERING TIMELINE (EXPANDED)



Any discrepancies in the invoice must be communicated to Sodexo Live! within 10 days.

CHINA AND GLASSWARE SERVICES

Our food and beverage services are provided via high quality disposable ware with appropriate condiments. Sodexo Live! is able to coordinate china, specialty linens and specialty equipment to optimize services, being at cost of the Customer.

- Breakfast, Lunch, Receptions and Dinners: Starting at \$5+ per person, per meal period, per day
- Snack or Coffee Breaks: Starting at \$3+ per person, per break, per day
- Rental Glassware: Starting at \$2.50+ per person, per glass, per day
- Rental House Linen: Starting at \$28+ each, per service.

LIQUOR, WINE, BEER AND ALCHOLIC BEVERAGE DISTRIBUTION

Sodexo Live! offers a variety of beverage services including liquor, wine and beer. Any service that includes an alcohol-based beverage must be distributed by a Sodexo Live! bartender at the cost of the Customer. Sodexo Live! will determine the number of bartender(s) required per service and Sodexo Live! bartenders are required to be at every distribution point. Due to fluctuating market prices and product availability, Sodexo Live! reserves the right to make reasonable product substitutions after consultation with the Customer based on product availability.

Hosted Bars: An assortment of alcoholic beverages distributed at no cost to attendees from a physical bar and charged to the Customer based on the final consumption, priced by glass, can and bottle. Sodexo Live! will bill the Customer an initial estimate of total consumption prior to the event which is generated from various factors. Final charges are invoiced by actual consumption at the conclusion of the event.

- Bartender charges are required for each Hosted Bar and start at \$180+ per three (3) hour minimum shift. Bartender charges are non-waivable, and additional hours are charged at \$60+/per hour.
- Hosted Bars that include spirits and cocktails have a 1:75 Ratio (Bartender to attendees)
- Hosted Bars that are only wine and beer focused have a 1:100 Ratio (Bartender to attendees)

Cash Bars: An assortment of alcoholic beverages purchased on-site by attendees from a physical bar. Sodexo Live! will determine the number of bartender(s) required per service and Sodexo Live! bartenders are required to be at every distribution point. Sodexo Live! will determine the cost of the beverages available for purchase and the brands of alcohol being served (based on the package tier that the Customer selects).

- Bartender charges are required for each Cash Bar and start at \$180+ per three (3) hour minimum shift. Bartender charges are non-waivable, and additional hours are charged at \$60+/per hour.
- Cash Bars that include spirits and cocktails have a 1:75 Ratio (Bartender to attendees)
- Cash Bars that are only wine and beer focused have a 1:100 Ratio (Bartender to attendees)

Alcohol Service: Any beverage request that includes the distribution of alcohol or alcoholic beverages. Each alcohol service requires Sodexo Live! bartenders to be invoiced to the Customer and are nonwaivable. Connect with your Catering Sales Manager for parameters in regard to a specific request you may have.

ALLERGEN AND RAW PRODUCT DISCLAIMER

Sodexo Live! does not operate a dedicated allergen-free preparation and service space. Items made on-site are prepared on shared equipment and may come into contact with products containing gluten and common allergens. The Customer acknowledges that food and beverage services requested may contain dairy, eggs, wheat, soybeans, tree nuts, peanuts, fish, shellfish, or wheat. Additionally, specific services may contain or come into contact with raw food. The Customer acknowledges that consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase attendee's risk of foodborne illness, especially those with medical conditions.

The Customer accepts responsibility for communicating caution to those consuming the services, understanding that Sodexo Live! does not guarantee a complete allergen-free service environment nor risk with raw or undercooked services.

Sodexo Live! is able to accommodate Gluten-Free, Diary-Free, Vegan, Vegetarian, Kosher, Halal, and other allergens & dietary restrictions only with proper notice. All allergens & dietary restrictions for plated functions must be communicated to Sodexo Live! at least five (5) days in advance of the first event day. All requests within the five (5) day period may be limited to availability and chef's selection.

SELLING FOOD OR BEVERAGE ON MBCC PROPERTY

Upon request, Sodexo Live! may grant a Customer approval to sell food or beverage products on Miami Beach Convention Center's property. Approval is granted on a case-by-case basis at Sodexo Live!'s discretion and is contingent on a Selling 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 also be on file. Selling food or beverage on MBCC property is limited to "Raw Products and Ingredients" or "Ready-to-Eat" Products; alcohol is strictly prohibited.

Raw Products and Ingredients: Classified as food or beverage that requires additional preparation to consume and is unable to be consumed on MBCC property. (Mixes, sauces, seasonings, etc.) These products must be sold in their pre-packaged form. Service is contingent on a Selling Fees being paid in full prior to the start of the event, which start at \$750++ per selling location, per day. Maximum number of locations is two (2). Additional fees per each item or service sold may be applicable.

Ready-to-Eat Products: Classified as food or beverage with the attendee's ability to consume the product at will. (Bagged chips, canned/bottled beverages, candy, condiments, etc.) These products must be sold in their ready-to-eat form. Service is contingent on a Selling Fees being paid in full prior to the start of the event, which start at \$1,500++ per selling location, per day. Maximum number of locations is two (2). Additional Fees per each item or service sold may be applicable.

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

- The Customer selling products without direct permission from Sodexo Live!, and/or no Certificate of Insurance with the required verbiage on file;
- Sodexo Live! deeming that the Customer is violating Federal, State or Local Regulation,
- The distribution of products and product quantities that were not agreed upon with Sodexo Live!;
- The distribution of products outside the site of distribution Sodexo Live! was informed of;
- Other activities in which Sodexo Live! deems it necessary to suspend operations.

VOUCHER PROGRAM OVERVIEW

In partnership with Sodexo Live's retail department, Customers have the opportunity to purchase food or beverage concession vouchers for attendees during their event. Each voucher must be designed towards a complete purchase of a food or beverage item, encompassing applicable tax.

All voucher requests must be communicated to Sodexo Live! at least thirty (30) days in advance of the event. While voucher varieties and redemption values vary on the proposed retail functions planned, some common examples include:

- Beverages (A coffee voucher, water bottle voucher, soda voucher, cocktail voucher, etc.)
- Snacks (An empanada voucher, paleta voucher, donut voucher, guacamole and chips voucher, etc.)
- Lunches (A deli sandwich voucher, taco voucher, sushi platter voucher, cheeseburger voucher, etc.)

For voucher concepts best geared towards your event, connect with a Sodexo Live! Retail Manager and Catering Sales Manager for recommendations.

Voucher Planning Process:

- 1. The Customer must inform Sodexo Live! the estimated number of vouchers anticipated on being redeemed during the event. **NOTE**: Sodexo Live! requires a minimum guarantee of 80% of the voucher estimate to be redeemed during the event.
- 2. The Customer is required pay **one hundred percent (100%) of the total estimated vouchers prior to the start of the event** with each voucher billed at face value. Vouchers will not be eligible for redemption if Sodexo Live! does not receive the initial one hundred percent (100%) advance deposit thirty (30) days in advance of the event.
- 3.At the conclusion of the event, the Customer will be invoiced based on face value of the final actual number of vouchers redeemed or the 80% guarantee, whichever is greater. Customers are responsible for setting all outstanding voucher balances prior to the end of the event.

Voucher Requirements: Each voucher must physically display a maximum monetary value and are valid for single redemption only. It is permissible to employ multiple types of vouchers during a single event. The Customer is required to inform Sodexo Live! regarding the variety of vouchers to be utilized, along with providing the estimated daily redemption for each specific voucher. Vouchers are exclusively redeemable in a printed form - digital vouchers are strictly prohibited. The responsibility of printing and distributing vouchers to attendees' rests with the Customer. Raffle tickets and other generic ticketing systems are prohibited. The appearance and design of vouchers must receive approval from Sodexo Live!, ensuring the inclusion of the following information on each voucher:

- [Name of event]
- [Date(s) of eligible redemption]
- Valid for one time use.
- Valid for one [enter type of F&B] up to \$[enter value].
- Valid at any MBCC Sodexo Live! Retail Outlet.
- No cash value. No cash returned. Non-refundable.

ADDITIONAL FEES

Linen Service: Sodexo Live! is pleased to offer in-house black linen for all purchased food and beverage services. Additional fees may be applicable for specialty linens, linens for non-food-or-beverage services or for Customer meetings, starting at \$28/each.

Holiday Service: For orders requested on, or orders whose preparatory days land on, a designated U.S. Federal Holiday, additional labor fees will be charged to the Customer. At the time of ordering the service, Sodexo Live! will notify the Customer of the estimated additional labor fees based on information supplied by the Customer. The policy includes: New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

Delayed or Extended Service: If the contractually agreed upon beginning or ending service time of your BEO changes by thirty (30) minutes or more, additional labor charges will apply. Should your event require extended pre- or post- stand by time, often necessitated by "Specialty Events" (or meal functions of 1,000 persons or more), additional labor charges may apply at Sodexo Live!'s discretion.

Service Minimum Fee: All BEOs where the purchased quantity of an item or service falls short of the required minimum are subject to additional fee starting at \$75+ but may vary per item or service.

Enhanced Service Labor Fee: All BEOs where the requested operation exceeds our standard level of service may be subject to additional labor fees, starting at \$60+/per hour and a three (3) hours minimum shift per attendant.

Equipment Rental or Table Rental Fee: Specific services may be subject to an equipment or table rental fee, charged per day of rental. For Booth Catering, the Customer is required to supply all counter space required for the services.

Other fees may be applicable to your order(s); refer to your Catering Sales Manager for guidance.

MISCELLANEOUS PROVISIONS

Indemnification and Limitation of Liability: Customer shall indemnify, defend and hold harmless the Sodexo Live! and Sodexo Live! Facility client and their respective officers, directors, agents, subcontractors and employees and each of them, from and against any and all demands, claims, actions or liabilities of whatsoever kind and nature including judgments, interest and reasonable attorney's fees and other costs, fees, expenses and charges, arising out of or caused by negligence or willful misconduct of Customer, its guests or invitees in connection with the Event. In no event shall Sodexo Live! be liable to the Client for any liquidated, indirect, incidental, special, punitive or consequential damages, including lost profits or revenue, arising out of breach of any of its representations, warranties or agreements contained from the Banquet Contract, whether or not such Client has been advised of the possibility of such damages, and whether any claim for recovery is based on theories of contract, negligence or tort (including strict liability).

Security & Crowd Control: Customer acknowledges and agrees that Sodexo Live! shall have no responsibility to provide security for the Event. At the discretion of the Facility, in order to maintain adequate security measures, you may be required to provide security for certain events. Security personnel will be at the Customer's sole expense. Consult with an MBCC event manager for details.



MEETING ROOM & BOOTH CATERING POLICIES



EXCLUSIVITY

Sodexo Live! is pleased to be the exclusive Food and Beverage provider of the Miami Beach Convention Center. Exhibitors are prohibited from bringing outside food, beverage and/or appliances into the Miami Beach Convention Center.

Exhibitors acknowledge that placing a Catering Order does not permit exemption to MBCC's food and beverage exclusivity. All "General Food and Beverage Policies" (pages 5-11) are applicable to Meeting Room and Booth Catering Orders.

Food and beverage services ordered by Exhibitors have the ability to be denied by Show Managment. Additionally, note that Show Managment has the ability to place specific order restrictions for Exhibitors during specific events. Those restrictions must be communicated to Sodexo Live! at least six (6) months in advance of the first show day.

BOOTH CATERING SERVICE REQUIREMENTS

All booth orders are designed and packaged to be placed on countertops or booth tables prearranged by the exhibitor with the show decorator. **Sodexo Live! does not provide tables nor electrical access for booth catering orders as this is a requirement of the show decorators**. Electrical needs for food service, cleaning services for trash removal, expo table and chair rentals must also be coordinated through your event's general contractor or show decorator. If you need assistance confirming the spacing requirements for your order, please ask your designated Catering Sales Manager.

Sodexo Live! countertop rentals start at:

- 8ft Table with Black Linen: \$75+ per table, per day
- 8ft White Bar (Front and Backbar): \$750+ per bar, per day
- 8ft White Bar (Front): \$500+ per bar, per day
- 6ft Mogogo Bar (Front and Backbar): \$350+ per bar, per day

Limited quantities of each rental are available per show on a first come, first serve basis.

MEERING ROOM AND BOOTH ORDER MINIMUMS

All Meeting Room and Booth Catering Orders are subject to the following order minimums:

Meeting Rooms: \$125.00++ per delivery (Food and Beverage Item Subtotal) **Exhibit Hall Booths: \$100.00++ per delivery** (Food and Beverage Item Subtotal)

Orders less than the stated minimum are subject to a \$25.00+ Delivery Fee. The Customer must be present in the booth or meeting room at time of delivery. Re-Delivery Fee of \$25.00+ will be applicable to each order for each additional attempted delivery.

All services not considered "Food or Beverage" (i.e. Ice Services, Linen Rentals, China Rentals, Storage Deliveries, etc.) will automatically be applied a \$25.00+ Delivery fee for each prearranged delivery.

EXHIBITOR ATTRACTIONS & TRAFFIC PROMOTERS

Any food or beverage "Traffic Promoters" must be purchased through Sodexo Live!. Exhibitors are prohibited to handout food and beverage as an enticement to attract attendees into to their booth if their featured product (i.e. what the booth is conveying or showcasing to attendees) has no relation to food or beverage. Exhibitor Attractions such as Popcorn Machines may be rented through Sodexo Live! only if prior approval has been given to the exhibitor by the Customer/Show Management.

Small candies loz or less, like individually wrapped mints are permitted for strict distribution within an Exhibitor's booth and does not require Sodexo Live!'s written authorization.

Exhibitors may bring in logo'd bottled water contingent upon written approval from Sodexo Live!. A corkage fee of \$1.50++/bottle will apply. Sodexo Live! reserves the right to control the quantity of logo'd bottled water brought into the facility.



SAMPLING GUIDELINES

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/Costumer 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 disposablewear. 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 Heath 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 <u>cateringmbcc@sodexo.com</u>, or your designated Sodexo Live! Catering Sales Manager.

COMPANY INFORMATION*

Name of the Event			Booth Number
Company Name			
Company Address			
City	_ State/Providence _		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 loz or less)
*Sodexo Live! Bartenders are requ	ired 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, Refrigera	itor 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 loz 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.

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SUBMITTING A CATERING ORDER

To facilitate an efficient planning process, Sodexo Live! requests that all Customers create a profile on our online Catering Portal:



Scan the QR Code with your Mobile Devise, or visit <u>https://mbcc.ezplanit.com/#/welcome</u>

Click "Sign Up" in the top right-hand corner (desktop) or the dropdown _____ in the top left-hand corner (mobile) to create an account.

All Customers must submit the following food and beverage specifications:

SERVICE INFORMATION

- Event or Function associated with the Food and Beverage Request
- Date(s) of Services
- Location(s) of Services
- Timing of Services
 - Set Time: The time our operations team will start setting up for the requested service(s), traditionally 30 minutes in advance of the Start Time.
 - Start Time: The time our team guarantees that the requested service(s) will be set and commence.
 - **End Time:** The time our team will stop all service(s) and start breaking down all equipment associated with such, unless an extension is discussed with your Catering Sales Manager. End Time extensions may incur additional labor fees.

ORDER SELECTION

- The food and beverage selections
- The cost of each food and beverage selection
- The quantity of each food and beverage selection
- Any specific flavors for the selected food or beverage
- Any specialty requests or dietary restrictions (Note that not all menu items may be modifiable)

Once all the above specifications are identified and submitted to our team, we will review your request and respond with a preliminary proposal in a timely manner. All functions are considered tentative until a signed agreement and 100% advance deposit is returned to Sodexo Live!.



ONLINE CATERING PORTAL

To facilitate an efficient planning process, Sodexo Live! requests that all Customers creates an account on our online Catering Portal:



Scan the QR Code with your Mobile Devise, or visit <u>https://mbcc.ezplanit.com/#/welcome</u>

Click "Sign Up" in the top right-hand corner (desktop) or the dropdown _____ in the top left-hand corner (mobile) to create an account.

ADDING A CREDIT CARD TO YOUR ACCOUNT

Click on the Profile Icon and from the drop down menu, select "Payment Methods".



Click on "Add a New Card" and fill out the required feilds. It may request for a verification service to be completed via text or email.

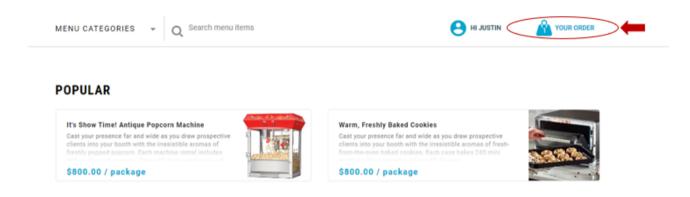
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Once the card has been added, notify your Catering Sales Manager and our team will be able to process your invoice successfully.

PLACING A FOOD AND BEVERAGE ORDER

From our main landing page, scroll down to find your event. Select the day for the intended service and your location during the Event.

After selecting your preferred services, quantities and timing of delivery, you can click the Cart in the upper-right hand corner to checkout. Note that an email confirmation will be sent once purchased.

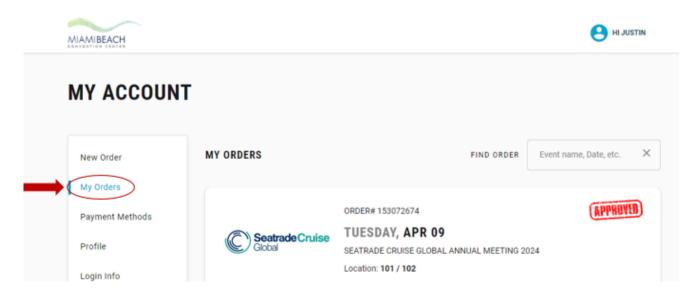


While the food and beverage images depicted on our Catering Portal attempt to be representative of the product being purchased, the exact presentations or visual appearances may vary due to factors such as equipment availability, creative discretion, artistic interpretation by our culinary and banquet teams and/or our standard levels of service. Our standard level of service within the Exhibit Halls is disposablewear, with China/Glassware services available for purchase. Connect with a member of our Catering Sales Team should you have questions with the visual presentation of the products listed.

REVISING YOUR ORDERS

Click on My Orders, then click on the blue "Edit My Order" button to revise your order as needed.

After a Sodexo Live! Catering Sales Manager has reviewed and confirmed the order, a red "approved" logo will appear. You will be unable to modify your order from the catering portal as only a Catering Sales Team Member will be able to modify.



MONITORING YOUR ORDERS

Click on the Profile Icon and from the drop down menu, select "My Orders".



All food and beverage orders named under your account will appear.

Note: If the food and beverage order was submitted directly to your designated Sales Manager and <u>you</u> <u>are a returning customer that created a new account</u>, your orders may not appear in your new account and will be reflected in your old account. Please reset the login credentials of your old account to or speak with your designated Sales Manager to move the orders to the proper account.

Ready to order?



cateringmbcc@sodexo.com

https://mbcc.ezplanit.com/#/welcome

sodexo