

CULTIVATED

SAMPLING AUTHORIZATION REQUEST FORM

Policy for Food and Beverage Distribution

Please complete this form to receive authorization to distribute food or beverages not purchased through Cultivated, the exclusive food and beverage provider at the Jacob K Javits Convention Center.

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 Cultivated. 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 Cultivated. If you are looking to have food or beverage items used as traffic promoters to your booth (i.e.: coffee, soft drinks, bottled water, popcorn, etc.) please contact Cultivated 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.
 - ✓ Food items are limited to "bite size", **not to exceed 2oz.** portions.
 - ✓ Vendors **MUST** submit a certificate of insurance, and are responsible for compliance with all 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 are able to serve SAMPLE SIZES and it must be dispensed and distributed in accordance to Local and State Health Codes:
 - ✓ Products must be legally procured, 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 New York regulations.
 - ✓ Vendors **MUST** submit a certificate of insurance and are responsible for State and Local laws pertaining to the distribution of alcohol.
 - ✓ Vendors must provide a Marketing Permit.
 - ✓ Vendors must provide a Transportation Permit, or use a company that has a Transportation Permit to transport the alcoholic beverages to and from the event site.
 - ✓ Sample portions must be under the following limits:
 - Beer **2oz.**
 - Wine / wine coolers / spirit coolers **2oz.**
 - Liquor / liqueurs **0.25oz.**
 - Note: Alcohol cannot be served prior to 11:00 am on Sundays, per city ordinance.
 - All alcohol must be served in plastic, disposable cups. No cans or bottles will be permitted.
 - ✓ Distribution of alcoholic products must be monitored & overseen by a staff bartender from Cultivated in compliance with New York Liquor Laws. Fees will apply for the bartender. Guests must be 21 years of age to participate in the sampling with a picture I.D.
4. Vendors are responsible for all booth rental fees, electrical, plumbing, drayage and all other services.
5. Storage and Delivery

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

 - \$150.00 per Day/Pallet for Refrigerated, Freezer, and Dry Storage.
 - \$50.00 one-time Handling Fee for 1-4 Skids and \$250.00 Handling Fee for 5 or more Skids.
 - \$50.00 Delivery Charge each time Product is delivered (on a 2'x4' cart) to the Booth/Room.
 - Additional charge for Rental of Equipment, subject to availability.

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6. Insurance

Vendor shall procure, and shall maintain in full force and effect at all times during the Term of this Agreement, insurance for Vendor against risks as customarily carried, paying as the same become due all premiums thereof, including, without limitation:

- (i) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee;
- (ii) 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;
- (iii) Business Automobile Liability coverage with a combined single limit of not less than \$1 million.
- (iv) The following entities are to be named as additional insured with respect to Commercial General Liability, Employers' Liability coverage and Business Automobile coverage:
Levy, Levy Premium Foodservice Limited Partnership, Restaurant Associates, LLC, Levy Restaurant Limited Partnership, Levy GP Corporation, Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, New York Convention Center Operating Corporation, New York Convention Center Development Corporation, State of New York, Triborough Bridge and Tunnel Activity, New York State Urban Development Corporation d/b/a Empire State Development, Jacob K. Javits Convention Center of New York, 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.

Certificate Holder:

Levy Restaurants at Javits Center
655 West 34th Street
New York, NY 10001-1188

Upon execution of this agreement, Vendor shall deliver the Certificate of Insurance evidencing the required insurance coverages for Vendor to Cultivated.

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

Company Requesting Sampling Permission Information

Show Name	Date of Show Sampling Dates
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Company Name	Hall Name	Booth Number
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Contact Name	Telephone Number	Email Address
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Address	City	Zip
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Item and reason of distribution. Please include quantity, portion size and method of dispensing items.

Approved by:

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 firm agrees to indemnify and forever hold harmless Levy and *Jacob K Javits Convention Center* 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:

- All final documents must be submitted no later than (7) business days from the start of the show.