

SAMPLING & SELLING POLICY FOR FOOD & NON-ALCOHOLIC BEVERAGES

Levy retains the exclusive right to provide all food and beverage services throughout the Oregon Convention Center.

Prior to booking booth space, exhibitors must request to sample/sell food & NA beverage and receive permission only upon written authorization from LEVY. Once approved by Levy, exhibitors must complete the appropriate forms with certificate of insurance and returning the forms to the Levy Catering Department seven (7) days prior to the start of the show.

***** Food/Beverage prepared in a private home that is not a facility licensed by the Health Department or Department of Agriculture may not be used or sold at the OCC. *****

SAMPLING REQUIREMENTS

- Food Sampling will be permitted by those exhibitors whose products/business they represent are being sampled.
- Exhibitors wishing to give away food and non-alcoholic beverages from their booth, who do not qualify for sampling must purchase such give-away food and beverage items from Levy Restaurants.
- Food sampling will be bite sized portions (no larger than 1 oz). Anything larger must be pre-approved by Levy Restaurants Director of Sales. Any Exhibitor distributing samples that do not meet Levy Restaurants sampling policy may be asked to discontinue sampling from their booth.
- All non-alcoholic beverage samples must be in 1 to 3 oz. containers (see - Alcohol Authorization Form for sampling of alcoholic beverages).
- The selling of products is only allowed for off-premise consumption. Products must be factory sealed to discourage on premise consumption.
- It is the responsibility of the exhibitor to acquire all necessary permits and licenses if required for such sampling. Multnomah County Health Department, Environmental Health, 3653 SE 34th Avenue Portland, Oregon 97202. All exhibitors are expected to carry such permits if required while on-site and may be subject to inspection of such permits by the Multnomah County Health Department.
- A copy of the exhibitor's certificate of insurance with the following insurance coverages are required and must be submitted with this form:
 - **General Liability:** Each occurrence limit of \$1,000,000 with a general aggregate of \$5,000,000. This coverage must name the Additional insured entities as an Additional insured, must be primary and non-contributory, and must waive subrogation against the Additional Insured entities.
 - **Automobile Liability:** \$1,000,000 combined single limit. This coverage must name the Additional insured entities as an Additional insured, must be primary and non-contributory, and must waive subrogation against the Additional Insured entities.
 - **Workers Compensation and Employer's Liability:** \$500,000 for each category, and must waive subrogation against the Additional insured entities.
 - **Additional Insured Entities:** Levy, Levy Premium Foodservice Limited Partnership, Metro, a metropolitan service district, Oregon Convention Center, Portland Expo Center, Portland'5 Centers for the Arts, Oregon Zoo and all of these entities respective related partnerships, affiliates, 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, trustees, agents, employees and representatives, all as their interests may appear. Additional insured entities are held harmless against any claim incurred by Exhibitor
- If required by the Multnomah County Health Department sanitizing/hand washing stations will be the responsibility of the exhibitor to provide for exhibitors sampling food products.

If any of the above are not complied, Levy reserves the right to revoke approval on-site

Requirements for food and beverage dispensing are subject to change based upon state requirements

AUTHORIZATION REQUEST FORM

FOOD & NON-ALCOHOLIC BEVERAGES

Authorization Request Form:

Levy retains the exclusive right to provide all food and beverage services throughout the Oregon Convention Center. This exclusive agreement prohibits exhibitors or other event participants from importing ANY food and beverage into the Oregon Convention Center without written approval of Levy. Complete and return this form to receive authorization to sample or sell product prior to booking your booth space.

This policy is strictly enforced. Violations will result in products being removed from show floor.

Name of Show/Event: _____

Event Dates: _____

Company Name: _____

Booth Number: _____

Contact Name: _____ Phone Number: _____

Email Address: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Product you wish to sample (if applicable): _____

Product you wish to sell (if applicable): _____

Size of the item: _____

Anticipated Quantity: _____

Additional Comments: _____

Vendor Signature: _____ Date: _____

(Your signature identifies that you have read and understand the terms and conditions of this policy)

Approved: _____ Date: _____

Levy Director of Sales

Please return this form to the Levy Catering Department seven (7) days prior to the start of the show along with the Certificate of Insurance & payment.

BUYOUT FOR SELLING & CHECKLIST

A Buyout is required by any entity selling or serving food and beverage items at the Oregon Convention Center.

Buyout fees are charged per day and will not incur any administration fees.

**At our discretion to allow on the show floor, especially if it's direct competition to our retail food options - ie, Pizza, Burgers, Yakisoba, Ice Cream*

Company Name: _____

Name of Show/Event: _____

Event Date: _____

Please check the appropriate box:

Non-Alcoholic Beverages - \$400 | Day

Show Floor Vendor - \$475 | Day
Jerky, Licorice, Chocolate Covered Pretzels - Small Hand Held Snacks

Alcohol Vendor - \$500 | Day

Food Cart/Truck - \$650 | Day

METHOD OF PAYMENT:

Please remit payments to Metro with the Oregon Convention Center. Payment can be made via certified check or by an authorized credit card.

All payments must be received no later than 7 business days prior to the start of the show. **Any vendor with outstanding payment will be asked to cease selling product.**

Please check the appropriate box for the method of payment being provided:

Credit Card Payment:
Secure link will be sent via email

Email: _____

Payment via Check:
Made payable to MERC to the ATTN of your Catering Sales Manager
Mail to: 777 NE Martin Luther King Jr Blvd
Portland, OR 97232

Vendor Signature: _____ Date: _____

(Your signature identifies that you have read and understand the payment terms and conditions of this policy)

CHECKLIST

- Completed OCC Authorization Request & Method of Payment Form
- Certificate of Insurance - with correct language (see example page 4 & 5)
- Hand Sanitizer and Sanitizing Wipes for booth staff to clean and sanitize frequently touched surfaces and hands.
- Reviewed Multnomah County Health Department information & obtained any necessary licenses.

For questions regarding Food Permits & Requirements, please contact the Multnomah Health Department directly at 503-988-3400 or FoodSafety@co.multnomah.or.us as Levy & OCC do not act on their behalf.

SAMPLE - CERTIFICATE OF LIABILITY INSURANCE

Your insurance MUST have the exact information as highlighted on the sample.
 REVIEW PAGE 5 for SPECIFIC LANGUAGE REQUIREMENTS.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
 Date

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Name	CONTACT NAME:	FAX (A/C. No.):
	PHONE (A/C. No. Ext):	(A/C. No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Carrier with at least A Best rating & VIII Financial Size		
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Coverage limits must be no less than what is stated

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	12345			EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	12345			COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	12345		PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

Policy dates ("effective" and "expiration") need to be current and cover the period work will be performed

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.
 Levy, Levy Premium Foodservice Limited Partnership, Metro, a metropolitan service district, Oregon Convention Center, Portland Expo Center, Portland's 5 Centers for the Arts, Oregon Zoo and all of these entities respective related partnerships, affiliates, 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, trustees, agents, employees and representatives, all as their interests may appear. Additional insured entities are held harmless against any claim incurred by Exhibitor Each policy shall require that thirty (30) days prior to the cancellation or non-payment of the policy, written notice is provided to Levy.

CERTIFICATE HOLDER Levy Restaurants Oregon Convention Center 777 NE Martin Luther King Jr Blvd Portland, OR 97232	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SAMPLE - CERTIFICATE OF INSURANCE

Your insurance MUST have the exact information as highlighted on the sample.
Below are the SPECIFIC LANGUAGE REQUIREMENTS.

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Description of Operations Must Include:

To the extent that any of the additional insureds named herein are liable for occurrences arising out of the named insured's negligent acts or omissions, the insurance afforded to the additional insureds under this endorsement is primary insurance over any other valid or collectible insurance which the additional insureds may have with respect to loss under any of the listed policies. Other insurance of any additional insured applicable to loss is non-contributory and excess over the coverage provided by this endorsement, and the amount of the company's liability under this policy shall not be reduced by the existence of such other insurance.

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