

SAMPLING & SELLING POLICY FOR FOOD & NON-ALCOHOLIC BEVERAGES

Levy retains the exclusive right to provide all food and beverage services throughout the Portland Expo 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 Portland Expo Center. ***

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 \$1,000,000. 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'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
- 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 Portland Expo Center. This exclusive agreement prohibits exhibitors or other event participants from importing ANY food and beverage into the Portland Expo 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.

acuttiford@levyrestaurants.com



BUYOUT FOR SELLING & CHECKLIST

A Buyout is required by any entity selling or serving food and beverage items at the Portland Expo 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 Portland Expo 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: 2060 Marine Drive W
Portland, OR 97217

Vendor Signature: _____ Date: _____

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

CHECKLIST

- ☐ Completed Portland Expo Center 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 & Portland Expo Center do not act on their behalf.

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

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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.

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 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
Portland Expo Center
2060 Marine Drive W
Portland, OR 97217

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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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.

Levy, Levy Premium Foodservice Limited Partnership, Metro, a metropolitan service district, Oregon Convention Center, Portland Expo Center, Portland's 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.

ALCOHOLIC BEVERAGE POLICY

Levy retains the exclusive right to provide alcoholic beverages per the OLCC Liquor License for the Portland Expo Center.

Exhibitors may distribute samples of alcoholic beverages **ONLY** upon authorization of Levy Restaurants. Licensed vendors may sample and sell factory sealed containers of individual bottles of beer, cider, wine or distilled spirits for off-site consumption if they hold a "Special Event Winery License" (SEW/SEG/SED) or "Temporary Sales License" (TSL) and have the written approval via this form. Requests to use a TSL will be considered on an annual case by case basis by Levy Restaurants. Levy Restaurants will not be responsible for the quality or state of the alcoholic beverage(s) served by an authorized vendor.

GENERAL CONDITIONS

- Levy Restaurants must approve all alcohol sampling/selling (for on premise consumption) taking place in the Oregon Metro Visitor Venues via this form and signed at the time of contracting.
- Selling must be approved by the Oregon Liquor Control Commission, Beer and Wine Supervisor, 9079 SE McLoughlin: Portland, OR 97222. The licensee, distributor or exhibitor acquires all necessary Oregon Liquor Control Commission applications, permits and licenses for such selling. Oregon Liquor Control Commission applications, permits and licenses applicable to the requested selling (SEW/SEG/SED's or TSL) must be submitted to the Oregon Liquor Control Commission and to Levy Restaurants a minimum of 30 days prior to the event.
- The sale of factory sealed bottles of wine, beer, cider or distilled spirits will be for off-site consumption only.
- Out of state wineries are not permitted to sample or sell on-site unless the event is contracted under a non-profit organization.
- All pouring must cease 30 minutes prior to the published event ending time.
- All policies subject to change. Exhibitor must work with the designated Levy Restaurants contact to ensure that alcohol sampling and sales are within current OLCC guidelines.
- A copy of the exhibitor's certificate of insurance with the following liability is required and must be submitted with this form:
 - **General Liability:** The general aggregate and excess liability is required and must total \$1,000,000. This coverage should be primary and non-contributory, with subrogation waived against all Additional Insured entities.
 - **Auto Liability:** \$1,000,000 combined single limit, with primary and non-contributory coverage, and subrogation waived.
 - **Workers Compensation and Employer's Liability:** \$500,000 for each category, with subrogation waived.
 - **Liquor Liability:** For vendors serving alcohol, \$1,000,000 per occurrence and \$1,000,000 aggregate with the required coverage terms.
 - **Description of Operations must list:** Levy Premium Foodservice Limited Partnership, Metro, MERC and the members, officers, directors, agents, and employees of each entity harmless for any problem occurring from the dispensing of samples.

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

Any Exhibitor that is **not** eligible for an SEW, SEG, SED or TSL issued by the OLCC is **not permitted to pour or serve their own samples and is not permitted to sell products on-site.**

Please contact the Levy Catering Sales Department for quotes on Bartender Fees.

AUTHORIZATION REQUEST FORM

ALCOHOLIC BEVERAGES

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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.

acuttford@levyrestaurants.com



BUYOUT FOR SELLING & CHECKLIST

A Buyout is required by any entity selling food items at the Portland Expo 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:

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 Levy to the ATTN of your Catering Sales Manager
Mail to: 2060 Marine Drive W
Portland, OR 97217

Vendor Signature: _____ Date: _____

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

CHECKLIST

- ☐ Completed Portland Expo Center Authorization Request & Method of Payment Form
- ☐ OLCC Special Event License obtained
- ☐ 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.
- ☐ Booth Signage: The provided signage will be posted visibly at my booth referencing alcohol cannot be opened on Portland Expo Center Property (page 6)

For questions regarding Licenses & Requirements, please contact the OLCC directly at 503-872-5180 or visit www.oregon.gov/OLCC as Levy & Portland Expo Center do not act on their behalf.

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

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SAMPLE - CERTIFICATE OF INSURANCE

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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 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.

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AUTHORIZED REPRESENTATIVE

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Description of Operations Must Include:

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SAMPLE - BOOTH SIGNAGE FOR ALCOHOL

Each Vendor/Exhibitor is required to visibly post the below document at their booth. This document will be emailed to you by your Catering Sales Manager upon authorization to sell alcohol.

Alcohol purchased from this booth **cannot be opened** on Portland Expo Center Property as this is a violation of the Portland Expo Center Liquor License and prohibited by the OLCC.

Thank you for your cooperation.

