



FOOD AND BEVERAGE SAMPLING AND DONATIONS POLICIES

Centerplate Catering retains the exclusive right to provide, control and retain all food and beverage services throughout the Colorado Convention Center events and shall retain any revenues therefore. Concessions, the sale of non-alcoholic and alcoholic beverages, and the provision of snacks, treats, and/or candies are included under this provision. All alcoholic beverages must be purchased through Centerplate and served by Centerplate staff. Please note that no food or beverages (including alcoholic beverages) of any kind may be brought into or out of the Colorado Convention Center without prior approval.

- A company/organization may not bring any food or beverages for use in the hospitality lounge, staff offices, or backstage areas.
- The sampling, raffling, or giveaway of alcoholic beverages is prohibited.
- All food and non-alcoholic beverage samples or traffic promoters brought in to the Colorado Convention Center must have approval from Centerplate Catering in writing prior to the event and adhere to the following guidelines:

Food & Non-Alcoholic Beverage Sampling

- A company/organization may only distribute samples of food and non-alcoholic beverage products that the company/organization produces and sells in its normal day-to-day operations. Samples may only be distributed in such quantities that are reasonable with regard to the purpose of promoting the merchandise.
 - Food samples are limited to two (2) ounce portions
 - Samples of non-alcoholic beverages are limited to a four (4) ounce portion
 - The sampling, raffling, or giveaway of alcoholic beverages is prohibited.
- A written description must be submitted in advance to Centerplate Catering that details the product and portion size to be sampled. Centerplate Catering will provide approval of sampling arrangements to the sampling company/organization in writing only.

Traffic Promoters / Branded Goods

- “Traffic Promoters” (i.e. private logoed bottled water, etc.) must contact Centerplate Catering prior to the event to arrange an appropriate buy-out fee. Please contact your Catering Sales Representative for more information about this. Please note, buy out fees do not apply to direct or similar items that Centerplate Catering can provide.

Food Storage, Delivery & Production Services

- If an organization requires food preparation, heating, cold or dry storage, or other kitchen services, arrangements must be made no later than 3 weeks in advance of the start of the event. Only Centerplate Catering staff may perform all preparation/cooking within the facility’s production areas. Charges for these services will be based on the requirements of the arrangements. Please contact your Catering Sales Representative for more information.
 - For non-beverage & food vendors, refrigerated, freezer and dry storage is available for \$10.00 per cubic foot, per day.
 - Any special instructions for the handling of refrigerated product must be provided at time of order.

- Delivery of any type of food and beverage product to the facility must be coordinated with your Catering Sales Representative. Centerplate will not assume responsibility for incorrectly delivered product, damaged product at delivery, or the quality of product.
- Ice may also be ordered in advance for delivery to your booth during the show. The fee for ice is \$10.00 for each 20-pound bag.

Donated Alcoholic Beverages

- All donated alcoholic beverages must have approval from Centerplate Catering Corporation in writing prior to the event and adhere to the following guidelines:
 - The sampling of alcoholic beverages is strictly prohibited.
 - All products must be delivered from a licensed Colorado wholesaler and arrive with an invoice priced no less than the “laid-in” cost to the wholesaler. All deliveries must arrive through the Centerplate Catering purchasing department.
 - Only registered non-profit companies/organizations may have donated products. All donated alcoholic beverages must be received from a licensed Colorado wholesaler.
 - Centerplate Catering staff must dispense all alcoholic beverages. The fee for staff necessary to dispense product will be determined by an hourly, per person rate of \$25.00 an hour with a four-hour minimum.

Labor Fees

Centerplate Catering will determine the labor fees for donated alcoholic beverages. Prior written approval is required. **These fees apply to all alcoholic product delivered and invoiced whether used or unused.**

- Contact your Catering Sales Representative for more information on labor fees and to make the necessary arrangements.

All of the aforementioned policies will be strictly administered. Any violation of these will result in the removal of product from the show floor.

Liability

The sampling company/organization will be fully responsible for any and all liabilities that may result from consumption of their products, and shall waive any and all liability against Centerplate Catering, SMG and the City and County of Denver

Payment

- A 90% deposit and signed Food and Beverage contract is due 30 days prior to your Event, or upon receipt of the preliminary invoice. Centerplate requires full payment (100%) of the total estimated charges in advance of the first scheduled service. A company check, American Express, MasterCard and Visa are all acceptable forms of payment. If paying by check, a credit card must be provided to make any changes on site. The balance and any additional charges incurred during the Event, (the adjusted remaining balance) is required within 15 days following receipt of the Final Invoice. Centerplate will begin to accrue 1.5% interest from the date of the invoice if not paid within 15 days. Additionally, any costs of collection and enforcement of the contracted services will be the responsibility of the Customer. The remaining balance will be due five (5) business days prior to the start of your event.

Please note the following:

If you are planning your event in less than 30 days from the date of the event, the required deposit will be 100% of the estimated balance due upon signing of the contract.

Thank you for selecting Centerplate Catering. It is our pleasure to serve you!

Colorado Convention Center, 700 14th Street, Denver, CO 80202 • 303-228-8050 (phone) • 303-228-8054 (fax)

WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT CHEF DEMONSTRATIONS and FOODS OTHERWISE TRANSPORTED, FUTURE PREPARED AND CONSUMED

Food preparation carries with it inherent risks that include but are not limited to health hazards resulting from improper transport, handling and storage.

WAIVER:

In consideration of being permitted to participate in any chef demonstration or related event at the Colorado Convention Center (an "Event") where prepared food, cooked, perishable or otherwise are transported, further prepared, and consumed, I, for myself, my heirs, personal representatives or assigns, agents, employees and affiliates, do hereby release, waive, discharge, and covenant not to sue Centerplate, SMG, City & County of Denver, their affiliates, direct or indirect, officers, employees, and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in any Event.

ASSUMPTION OF RISKS

Participation in any Event carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary, and can include but are not limited to cooking food thoroughly; separating and not cross contaminating foods; chilling or refrigerating food appropriately; cleaning foodstuffs, instruments and hands used in and for food preparation; fire or gas hazards.

INDEMNIFICATION AND HOLD HARMLESS

I agree to INDEMNIFY AND HOLD HARMLESS Centerplate, SMG, City & County of Denver, their affiliates, direct or indirect, officers, employees, and agents (the "Indemnitees") from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in Events, whether brought by me, my company or its agents or employees, or other third parties, and to reimburse the Indemnitees for any such expenses incurred.

ACKNOWLEDGEMENT OF UNDERSTANDING

I have read this Waiver of Liability, Assumption of Risk, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, am over the age of 18, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNATURE: _____

NAME: _____

DATE: _____

GROUP(s): _____

CONTRACT(s) #(s): _____