



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 Levy, the exclusive food and beverage provider at The Wisconsin Center District.

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 Levy. 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 Levy. If you are looking to have food or beverage items used as a traffic promoter to your booth (i.e.: coffee, soft drinks, bottled water, popcorn, etc.) please contact Levy 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: Additional Milwaukee Health Department License may be required, please inquire as to your event date/specifics.

- Non-Alcoholic Beverages can be a maximum of **4oz.** Sample Size, served in plastic cups. No cans or bottles will be permitted. For Food Shows the maximum of an 8oz Sample Size is permitted.
- Food items are limited to "bite size", not to **exceed 2oz.** portions. For Food Shows the sample size should not exceed 6oz.
- A charge of \$200.00 per day, per distribution location will be paid to Levy in full prior to show/event. This fee is non-negotiable and non-refundable
- Vendors MUST submit proof of having \$1,000,000.00 liability insurance naming Levy and The Wisconsin Center as additional insured, and are responsible for State and Local laws pertaining to the distribution of food.

3. **Alcoholic Beverages** are not able to be sampled, dispensed, or distributed at the Wisconsin Center District Venues. Alcohol cannot be served before or after Event hours.

4. Vendors are responsible for all booth rental fees, electrical, plumbing, drayage and all other Wisconsin Center District services.

5. Storage, Delivery, or Kitchen Use

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

- \$200 per Day/Pallet for Refrigerated, Freezer, and Dry Storage.
 - Designated Attendant required for booths that request storage - \$200 for four hours, \$60.00 for each additional hour. Attendant to deliver product when requested.
- \$75.00 one-time Handling Fee for 1-4 Skids and \$250.00 Handling Fee for 5 or more Skids
- \$75.00 Delivery Charge each time Product is delivered (on a 2'x4' cart) to the Booth/Room.



- 300.00 per Hour for Kitchen Space. Kitchen Space is reserved on a first come, first serve basis.
- Additional charge for Rental of Equipment, subject to availability.

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

Company Requesting Sampling Permission Information

Show Name

Date of Show Sampling Dates

Company Name and Booth Number and Hall Name

Contact Name Telephone

Address City State Zip

Email Address

Items
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 The Wisconsin Center District from all liabilities, damages, losses, costs or expenses resulting directly or indirectly from their use, serving or other disposition of such items (Including unapproved alcoholic beverages).

IMPORTANT:

- Certificate of Insurance and completed Sampling Authorization Form must be sent back to your Show Manager and Levy (levycatering@wcd.org) 14 business days prior to start of the show. Exhibitors not in compliance will be asked to remove item(s) from the facility immediately.

RELEASE AND INDEMNITY AGREEMENT

This **Release and Indemnity Agreement** (the “**Release and Indemnity**” or the “**Agreement**”) is executed this [REDACTED] day of [REDACTED], 2022 by and between [REDACTED] (“**Caterer**”), and Levy Premium Foodservice Limited Partnership, an Illinois limited partnership (“**Levy**”), and the Released Parties (as that term is hereinafter defined).

Recitals:

WHEREAS, Caterer desires to have Caterer and its staff (the “**Staff**”) prepare, transport, and store certain food products and non-alcoholic beverages (collectively, the “**Products**”) from [REDACTED], 2022 through [REDACTED], 2022 (“**Term**”) at Wisconsin Center District, located in Milwaukee, Wisconsin (the “**Location**”);

WHEREAS, Levy does not allow parties other than Levy to prepare food products at an event at the Location for a variety of health, sanitation and liability concerns;

WHEREAS, Caterer has requested that Levy make an exception to its policy and allow Caterer and its Staff to provide and prepare certain food products and non-alcoholic beverages during the Term at the Location; and

WHEREAS, Levy is willing to make an exception for Caterer’s request, provided that Caterer agrees to indemnify, defend and forever hold harmless, on behalf of themselves and any other individual consuming any portion of the Products during the Term, and any and all claims against the Released Parties which may occur in connection with the Products, Caterer and Staff during the Term, except that which results from the gross negligence or willful misconduct of Levy.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Indemnification.** To the fullest extent permitted by law, Caterer hereby protects, indemnifies, defends and forever holds harmless the Released Parties (as defined below), from and against all claims, losses, liabilities, expenses or damages to persons or property (including, but not limited to, business interruption claims), government charges, fines and reasonable costs (including, but not limited to, reasonable attorneys’ and para-professionals’ fees), arising out of or in any way connected with the Products, Caterer and Staff, including, but not limited to, all food borne illness and personal injury claims, and any and all acts or omissions by Caterer, Staff or any agent, employee or any independent contractor hired, employed or utilized by Caterer, except for only those claims that arise out of the gross negligence or willful misconduct, if any, of Levy.
2. **Equipment; Compliance with laws; Damages to Location.** Caterer represents and warrants no equipment, supplies, vehicles and improvements of Levy will be used by Caterer in connection with the preparation of Products, unless otherwise agreed by Levy. Caterer shall be responsible for the maintenance and repair of all of its equipment, supplies, vehicles and improvements used by Caterer. Caterer shall be responsible for compliance with all Federal, state and local laws and regulations with respect to the operations of Caterer and its Staff. Caterer shall, at its expense, obtain all permits and licenses required for the conduct of the operations of Caterer hereunder. Caterer agrees that Caterer will be responsible for all injuries to persons, damages at the Location and adjacent areas and the loss of, or damage to, Levy’s equipment or property, caused by Caterer. Levy will notify Caterer of any such damage or loss, and the costs related thereto. Caterer shall pay all such amounts to Levy within ten (10) days after such notification. In no event shall Levy be liable for such damages recited herein.

3. No Sale or Service of Alcoholic Beverages. Caterer shall not have the right to serve, sell or provide alcoholic beverages at any time during the Term.
4. Employees of Caterer. Caterer and its employees must behave in a professional manner at all times while in or around the Location. Caterer hereby represents and warrants that Caterer shall comply with all federal, state and wage and hour law requirements and obligations. Caterer hereby represents and warrants that Caterer shall be responsible for: (i) paying its employees at least the applicable minimum wage for all hours worked; (ii) paying its respective employees required premiums for overtime hours, spread of hours, and split shifts where required; (iii) paying its employees within the time period required by applicable law; (iv) providing its employees with meal and rest breaks as required by applicable law; (v) withholding all applicable taxes for its employees; (vi) providing unemployment and workers' compensation coverage for its employees; (vii) keeping all required recordkeeping documents pertaining to its employees; and (viii) properly completing all appropriate paperwork for the employment of such individuals, including, but not limited to, the I-9 form and applicable tax forms; and (ix) ensuring that no improper deductions are taken from the wages from its employees.
5. Caterer hereby releases Levy and the Released Parties (as defined below) from any and all claims related to the Products, Caterer and Staff, and any damage occurring as a result of the Products, Caterer and Staff, except for such claims that arise out of the gross negligence and/or willful misconduct, if any, of Levy.
6. Insurance. Caterer shall procure, and shall maintain in full force and effect at all times during the Term of this agreement, insurance for Caterer 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 Employers' Liability coverage, Commercial General Liability coverage, and Business Automobile coverage:

Levy, Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corporation, Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, Wisconsin Center District, 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 (collectively, the "**Released Parties**").

Upon execution of this agreement, Caterer shall deliver a Certificate of Insurance evidencing the required insurance coverages for Caterer to Levy.

7. Caterer hereby declares that the terms of this Release and Indemnity have been completely read and are fully understood and voluntarily accepted as a release of any and all claims, disputed or otherwise, hereafter arising. Moreover, this Release and Indemnity is delivered for the express purpose of precluding forever any claims against the Released Parties arising out of the Products, Caterer and Staff, except for which results from the gross negligence or willful misconduct of Levy. Caterer acknowledges the availability of consulting with a legal representative of their choosing prior to executing this Release and Indemnity.

8. The parties executing this Release and Indemnity on behalf of the parties have full right, power and authority to execute this Release and Indemnity and bind the parties to the terms hereof.

IN WITNESS WHEREOF, the undersigned has caused this Release and Indemnity Agreement to be executed as of the date first above written.

CATERER:

LEVY:

Levy Premium Foodservice Limited Partnership

Signature: _____

Name: _____

Its: _____

Signature: _____

Name: _____

Its: _____



TEMPORARY EVENT FOOD LICENSE INFORMATION

OFFICE OF THE CITY CLERK LICENSE DIVISION

200 E. WELLS ST. ROOM 105, MILWAUKEE, WI 53202

(414) 286-2238 LICENSE@MILWAUKEE.GOV WWW.MILWAUKEE.GOV/LICENSE

License Required

A license is required for any person or business selling and/or serving food at a temporary event. A temporary event is an event such as a fair, festival, fundraiser, carnival, circus, public exhibition, anniversary sale or occasional sales promotion that is held at a fixed location for not more than 14 consecutive days.

License is valid for one year from date of issuance and can be used at multiple temporary events.

If you will be at multiple booths and/or events at the same time, a separate license is needed for each booth/event.

Exemptions (license not required)

- Individuals/businesses selling or giving away only:
 - Canned or bottled non-alcohol drinks that do not need refrigeration.
 - Raw agriculture –includes fresh uncut produce, cottage food products, honey, cider, sorghum, maple syrup.
 - Pickle Bill items - pickles or other processed vegetables or fruits with an equilibrium pH value of 4.6 or lower.
 - Prepackaged Foods that do not require temperature control– includes chips, candy, nuts, cookies.
 - Sample size (2 oz. or less) food portions – includes Chili Cook Offs, Meatball Challenges, etc.
 - Fresh produce grown on a private residence, provided processing is limited to that needed to harvest the product and the produce is sold on site at the residence where the produce was grown by the individual who grew it.
- Nonprofit organizations operating a total of 3 or fewer days per calendar year.
- Businesses that hold a Temporary Event Food License from the State of Wisconsin or another Wisconsin Municipality
- Licensed Food Peddlers (as long as they are operating within the limits of their license).
- Block parties which are not open to the general public.
- Licensed Food Dealers who have obtained a temporary extension of the food premises. The extension area must be contiguous (connected at some point) to the licensed premise. See the Food Dealer Temporary Extension Application.

Application Deadline:

Two Weeks Prior to Your First Event

Submit the Temporary Event Food License Application and fee payment to the License Division at least 2 weeks prior to your first event.

Applications received after the deadline date may not be processed prior to the first event or at all if additional events are not listed.

If your application is submitted after the 2 week deadline, you will not be eligible for a refund (full or partial).

Fees:

Fee:	\$100	Processing
	\$75	Retail Hazardous Non Processing

Filing/Payment Options:

- File by email to license@milwaukee.gov and an invoice will be emailed back to you for payment.
- File by mail and include a check made payable to the City of Milwaukee.
- File in person and pay by check, cash or credit card.

Weights & Measures License:

- If any scales will be used, an additional \$55 per scale is required to obtain a Weights & Measures License.

No applications or fee payments will be accepted at any events.

Proof of Registration with DFI Required

Corporation, limited liability company, and nonprofit applicants must provide proof of registration with the Department of Financial Institutions (DFI), Division of Corporate & Consumer Services, (608) 261-7577, <http://www.wdfi.org/>

Health Department Inspection/License Issuance

Before your first event, contact the Health Department at (414) 286-3674 for food handling and hand washing requirements.

If any processing will be done offsite, you must obtain a food establishment license for the offsite location, and the location is subject to inspection.



TEMPORARY EVENT FOOD LICENSE APPLICATION

OFFICE OF THE CITY CLERK, LICENSE DIVISION
CITY HALL, 200 E. WELLS ST, ROOM 105, MILWAUKEE, WI 53202
(414) 286-2238 license@milwaukee.gov

Office Use: Follow Up Date:	_____
App #	_____
Date	_____
Initials	_____
Paid	_____
License #	_____

SECTION 1 OPERATING INFORMATION

1. Will any food processing be done onsite at events? No Yes
 2. Will you be selling/serving any food items that require temperature control? No Yes
If "No" to BOTH questions, this license is not required. See the Food Dealer License Information form to determine if a license is needed for offsite processing.

SECTION 2 BUSINESS INFORMATION

Legal Entity (check one):
 Sole Proprietor (Individual) Partnership
 Corporation/LLC Name: _____
 Nonprofit Organization Name: _____
Note: Nonprofit Organizations operating a total of 3 or fewer days per calendar year do not need to obtain this license.

Business/Trade Name:	Phone #:
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Business Street Address (include city/state/zip code):
(cannot be a P.O. Box)

Email Address: _____ If provided, invoice will be emailed.

Mailing Address: Same as Business Address
 Other (include city/state/zip): _____

Name of Sole Proprietor or Agent of Corp/LLC/Nonprofit :	Date of Birth:
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Home Street Address (include city/state/zip): _____

Partnerships: Provide the name, date of birth and home street address for all partners.

SECTION 3 EVENTS

Provide the name and date(s) of all events in Milwaukee that you plan on attending:

Event Name:	Date(s):
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Office Use Only:
 Follow Up: Email _____ Call _____ Mail _____
 Emailed License to HD _____ Non Payment – Email HD Date _____

SECTION 4 FOOD PROCESSING

Processing is defined as assembling, grinding, cutting, mixing, baking, coating, stuffing, packing, bottling, grilling, canning, extracting, fermenting, distilling, pickling, freezing, drying, smoking, or packaging.

Will any food processing be done at the event? No Yes

If Yes, check the types of food items:

SNACKS & BEVERAGES

includes, but is not limited to, ice cream/soft serve, lemonade, snow cones, coffee, espresso, cappuccino, tea, fruit juice, smoothies, candy, dispensed soda, fruit cups, bakery, cookies, kettle corn, cotton candy, funnel cakes, fritters, tortilla chips w/ cheese

MEALS

includes, but is not limited to, chicken, ribs, sandwiches, roasted corn, baked potatoes, hot dogs, brats, tacos, nachos w/ cheese and meat, French fries, cooked or deep fried vegetables/fruit, cooked cheese curds, corn dogs, egg rolls, salads

Will any food processing be at an offsite location? No Yes

If Yes, provide the address of offsite location: _____
and you must also obtain a Food Dealer License for the offsite location.

SECTION 5 FOODS REQUIRING TEMPERATURE CONTROL

Will you be selling/serving any food items that require temperature control? *Examples: milk, cheese, ice cream, fish, meat, poultry or other items requiring refrigeration*
 No Yes

If yes, list the food items: _____

SECTION 6 SCALES

Will any scales be used? No Yes If yes, how many? _____

An additional fee of \$55 per scale is required for a Weights & Measures License.

SECTION 7 ACKNOWLEDGMENTS & SIGNATURE

I understand that my booth(s) must meet Wisconsin Food Code requirements at the time of inspection or my Temporary Event Food License may be revoked. I understand I must obtain authorization from Milwaukee County for any events held on their property.

I understand if my application and fee payment are submitted fewer than 2 weeks before my first event listed in Section 3, there is a possibility the application may not be processed and a license may not be ready for the first event.

I further understand that if my application is submitted after the 2 week deadline, I will not be eligible for a refund (full or partial).

Signature of Individual, Partner, or Agent

Signature of Additional Partner(s)