

“Exhibit E (1)”

Bradenton Area Convention Center
Off-Site Caterer Program

Manatee County Government (hereinafter “MCG”) has adopted the following rules and policies to implement an Off-Site Caterer Program for caterers providing food and beverage for events at the Bradenton Area Convention Center (hereinafter “Center”). It has been determined that the program provided herein is an appropriate way to apportion the cost of operating the Center; will better protect the facility and MCG’s assets; to provide for administrative efficiency and to help ensure successful events.

1) General Program Outline

- a) MCG has contracted with a caterer to represent the Center as the Convention Center Facilities In-House Food and Beverage Service.
- b) MCG has also established a program to provide an “Off-Site List” of caterers under agreement with MCG allowing them to provide catering services - food and non-alcoholic beverages at the Bradenton Area Convention Center if additional options are requested by a customer.
- c) Program period is October 1- September 30. A 30 day enrollment period will precede the program start.

2) Application Fees

- a) Application fee during the annual enrollment period (Sept 1-30) is ~~\$100~~ \$250.
- b) The fee for enrolling outside the enrollment period shall be ~~\$150~~ \$500.
- c) All fees are subject to current sales tax, if applicable.

3) Food Service Commission

- a) Caterers will be required to pay 15% sales commission on gross receipts which include food, non-alcoholic beverages, service charge, delivery, transportation and labor.}. Sales tax and gratuities are not included in the commission. Caterers that apply for the program outside of the annual enrollment period will pay 20% sales commission on gross receipts as outlined above.
- b) Commission will be due within 15 days following the event along with the Commission Remittance Form provided by the Center and a copy of the customer’s invoice. Failure to pay on time will result in one non-compliance incident. See item #7(a) iii and #11(b) additional fees assessed.
- c) Business checks, Visa, Mastercard and Discover may be accepted for payment.

d) MCG reserves the right to request reasonable documentation required to verify the amount due.

4) General Rules

a) The Manager on Duty for the Center will have full control of the facility before, during and after the event.

b) Catering employees working at the Center must be at least 18 years old.

c) The following activities are strictly prohibited:

i) Leaning equipment against facility walls or dragging equipment on the floor

ii) Lit candles not fully enclosed in glass globes

d) A minimum of one qualified person employed by the caterer must be present with the food during food service to make sure all food preparation requirements are met.

5) General Conditions

a) Proof of Insurance

i) Caterer's Liability Insurance is to be provided and arranged by Caterer for events using outside caterers at the Center. *Manatee County, a political subdivision of the State of Florida, must be named as the additional insured.* A blanket certificate is required and due with application.

(1) Amounts required are as follows:

(a) General Comprehensive \$1,000,000

(b) Product Liability \$1,000,000

(c) Independent Contractors Liability \$1,000,000

(d) Liability per occurrence \$1,000,000

(e) Premise/Operations Liability \$1,000,000

(f) Personal Injury Liability per occurrence \$1,000,000

ii) Control of Center Facilities - Center does not relinquish the right to control management of the Space or the Facility, and to enforce all the necessary and proper rules for the management and operation of the same. The agents and employees of the Center may enter the facility and space at any time and on any occasion.

b) Indemnity - Caterer agrees to conduct its activities within the Facility so as not to endanger any person lawfully thereon; and to indemnify and save harmless the Center against any and all claims for loss, injury or damage to persons or property, including claims of Caterer's invitees, arising out of the activities conducted by the Caterer or Caterer's employees, agents or invitees. If the premise or any portion of the Space during the term of the Agreement shall be damaged by the act, default or negligence of Caterer or by Caterer's employees, agents or invitees, the Caterer will pay to Center upon demand such sum as shall be necessary to repair such damage. Caterer hereby assumes full responsibility for the character, acts and conduct of Caterer's employees.

- c) Fire - In case the Center or any part thereof shall be destroyed or damaged by fire or any other cause, or if any other casualty or unforeseen occurrence shall render the fulfillment of the Agreement by the Center impossible including, without limitation the requisitioning of the premises by the United States government or any arm or instrumentality thereof, or by reason of labor disputes, then and thereupon the Agreement shall terminate.
 - d) Evacuation of the Facility - Should it become necessary in the judgment of the Center to evacuate the Space because of a bomb threat or for other reasons of public safety, the dates and times provided in the Agreement will be extended for sufficient time to complete the Event without additional rental charges providing such time does not interfere with rights previously granted to another rental. Caterer waives any and all claim for damages or compensation from Center.
- 6) Facility Use Regulations
- a) The Facility - Caterer shall not injure, mar nor in any manner deface the Facility, and shall not cause or permit anything to be done whereby the Facilities shall be in any manner injured or marred or defaced and Caterer will not do, or permit to be done anything in or upon any portion of the Facilities or bring or keep anything therein or thereon which will in any way conflict with the conditions of any insurance policy upon the Facility or any part thereof, or in any way increase any of insurance upon the Facility or on property kept there.
 - b) Defacement - Caterer shall not drive or permit to be driven, any nails, hooks, tacks, or screws in any part of the Facility, shall not tape or permit to be taped any material to any part of the Facility, and shall not make or allow to be made any alteration of any kind therein.
 - c) Residual Matters – All matters, rules, regulations, or deviations there from, not expressly provided for herein, shall be decided upon by the Center Executive Director or Designee.
- 7) Center agrees to:
- a) Provide access to the facilities during the hours contracted by Licensee starting with move in and ending at move out.
 - b) Provide hand washing and potable water facilities and a designated space at the facility for caterer staging area. This area will be determined by the facility based on the location the catering is needed and based on the space available. Refrigerators, freezers, hot boxes, cooking appliances, or dish washing facilities will not be provided. Those items which are present in the facility are not for general use. No rinsing or washing of dishware, glassware or flatware is permitted at any time. There is no access to kitchen facilities.

- c) Provide the use of up to 12- 8' tables for caterer's use in setting up for food service. Tables are not heat resistant and must be returned in original condition. The Center recommends that caterers bring their own tables for use with hot prep.
 - d) Provide the following for all bar services: bar tables, white table coverings for bar tables, black table skirts for bar tables, standard mixers, standard garnish such as cherries, olives, cocktail onions and citrus wedges, tall high ball glasses, wine glasses, rocks glasses, ice, bartenders and bar backs. Any non-standard items must be provided by the caterer, this includes colored linens, champagne or other special glassware, exotic garnishes (such as those for a "signature beverage").
- 8) Caterer agrees to:
- a) Comply with all laws, ordinances and regulations which may be applicable to the facility which includes all liquor laws.
 - b) Provide Center with a copy of the current Food and Beverage License issued by a State of Florida authorizing agency which allows the Caterer to provide food service at an off-site location - the Bradenton Area Convention Center.
 - c) Keep License and Insurance documents up to date with Center. Caterer will be temporarily removed from the list without these items. Once correct items are received Caterer will be added to the list at the next available time.
 - d) Clearly showcase the name of their company by using signage at the catering site.
 - e) Per #7 (c) Tables provided by CENTER must be setup and broken down by the caterer immediately following the event and returned to the receiving location. Caterer must confirm availability prior to the event date.
 - f) Comply with all rules of the Center, including but not limited to:
 - i) Be self-sufficient. Cooking facilities are not provided by the Center.
 - ii) Park all catering vehicles or vehicles of its employees in the employee parking lot located on the west side of the Center, or as otherwise directed by Facility Manager on Duty.
 - iii) Bus all dishes and glasses provided by Caterer as well as the bar glasses provided by the Center.
 - iv) Return the facility to the same condition it was upon arrival: Clean all prep areas used for catering after the event. This includes removing trash, wiping down tables and sweeping and mopping floors; remove all food related trash from the Facility at the completion of the event.
 - v) "Check out" with the Center Manager-On-Duty before departing the property after an event. A sign-out checklist will be signed by both parties confirming required tasks have been completed.
 - vi) Have all rental equipment picked up at the conclusion of the event. If the rental company does not pick up at the conclusion of the event and equipment is left past

the move out time the caterer will be assessed a \$250 fee and will not be permitted back onto the Bradenton Area Convention Center property until it is received.

9) Removal of a Caterer from the Off-Site Caterer Program

- a) The Executive Director or designee has a right to terminate a Caterer from the Off-Site Caterer Program for the following reasons:
 - i) Failure to provide the required insurance.
 - ii) Two Non-Compliance incidents within a one year period.
 - iii) Two late payments of commission in a one year period.
 - iv) Non-payment of a commission.
 - v) Caterer will be notified by certified mail of the intent of Center to remove their name from the Caterer List. The Caterer will have 10 days to meet with facility staff to discuss the violations.
 - vi) Executive Director or designee will make the final decision on removing the Caterer from the Caterer List.
 - vii) Upon the decision by the Executive Director or designee to terminate catering privileges at the Center, the Caterer will be required to provide us with the names of the parties in which the Caterer is contracted to provide food service for at the Center.
 - viii) Caterer agrees to release these individuals at their request from their agreement if requested by Center or the party.
 - ix) The caterer, or any organization with which caterer is affiliated or which any principle of caterer is affiliated, will be removed from the Caterer Program and barred from providing principles food service at the facility for a period of up to five years. In considering the period of removal, the Executive Director shall consider the seriousness of the violation, the efforts of the caterer to correct such violation and any prior history of violations and any risks to Licensee, invitees, staff and the Board.

10) Appeals from determinations of the Executive Director or designee

- a) Any actual or prospective Caterer who is aggrieved in connection with actions undertaken by Executive Director or his designees in violation of the law or these policies may file a written protest with the County Administrator, who shall consider and investigate the written protest and render a decision within ten (10) days, excluding Saturdays, Sundays and County holidays, after filing of the protest or any additional information, if additional information is requested by the County Administrator. The County Administrator shall conduct such investigations and such hearings as the Administrator determines are necessary and shall provide a written copy of his decision to the protestor within 30 days. The purpose of this procedure is to provide an expeditious administrative remedy and upon issuance of the Administrator's written decision, the protestor shall be deemed to have pursued all administrative remedies.

11) Charges Due and Fees

- a) If Caterer fails to comply with any of the requirements and obligations provided herein, Caterer will be assessed a \$100 administrative fee as well as the actual cost of clean-up, repair or replacement if the violation or failure to comply results in such costs.
- b) In addition to 11 (a) above, Caterer shall pay a \$100 fee if Caterer fails to pay the commission due under 3 (a) within the required 15 days. An initial \$100 fee will be assessed each month for two more months if commission is not paid.

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