**Memo:** Food / Beverage Distribution and/or Sales at the Roland E. Powell Convention Center

**Re:** All vendors, exhibitors, attendees, clients present during any and all craft shows, festivals, seasonal fairs, competitions, tradeshows, conventions, conferences, meetings, etc.

**Attention:** All Show/Conference Coordinators, Vendors, Exhibitors, etc.

Pursuant to the agreement with the Town of Ocean City, Maryland, and in accordance with Worcester County Health Department Rules and Regulations, Centerplate Catering holds the exclusive contract and retains the right to provide, control, distribute and sell ALL food and beverages within the Roland E. Powell Convention Center. Any distribution and/or sale of “ready-to-eat/drink” food and beverages are strictly prohibited.

To distribute product, it must be purchased through Centerplate Catering.

To sell product, you may apply directly to Centerplate Catering for an exemption and the right to a Buy Out pending approval from the Centerplate General Manager. The application process requires a written proposal/letter detailing a description of product, quantity, method of inventory and retail costs accompanied by copies of an unexpired business license and temporary food service license issued by Worcester County. This information is required 15 business days prior to the event start date. Upon written approval by Centerplate, you will be authorized to sell your product(s) and will be charged a 30% Buy out Fee plus tax based on the total revenue sales.

It is the show/conference coordinator’s responsibility to enforce this policy.

To apply for an exemption and right to sell product or to purchase product for distribution, please contact Centerplate’s General Manager or Catering Sales Manager.

**General Manager:** Gary Leach  
410.723.8658 or gary.leach@centerplate.com  
**Catering Sales Manager:** Audrey Fisher Killen  
410.723.8619 or audrey.killen@centerplate.com
PLEASE TAKE THE TIME TO FAMILIARIZE YOURSELF WITH OUR POLICIES.

As Roland E. Powell Convention Center’s exclusive caterer, Centerplate is renowned for its impeccable, world-class service, truly delectable cuisine and superb selection of menus that can be customized to any Event or special occasion. Whether it’s a casual brunch, an elegant sit-down dinner or a reception featuring vibrant international cuisine, Centerplate’s culinarians will use only the finest and freshest ingredients to create a truly extraordinary dining experience for you and your guests. From first course to last, Centerplate is committed to providing Craveable Experiences with Raveable Results.

In keeping with attention to every detail, we offer the following information to facilitate your planning. Count on your dedicated Catering Sales Professional to assist you in your pre-planning activities and communicate your goals to our operations team. Together, we will execute all services to your delight and satisfaction.

EXCLUSIVITY

Centerplate holds the exclusive contract for food and beverage at the Roland E. Powell Convention Center. Centerplate retains the exclusive right to provide, control and retain all Food and Beverage Services. A company/organization may not bring any food, beverages or alcoholic beverages for use anywhere within the convention center.

Exemptions: As there are many variables, we strongly recommend that show management refer exhibitors to the Centerplate Sales Office to seek personal guidance from a Centerplate Sales Manager.

• The only exception to this policy is when the exhibitor is the manufacturer that produces or sells the food or beverage in its normal day-to-day operations and intention is to give product samples to attendees from their Exhibit Booth. This exception does not apply to donated product.

• The restrictions on individual amounts served are as follows:

  PLEASE NOTE: If the sample sizes are exceeded, you will be charged a 30% Buy Out Fee.
  Food Product 2 ounces
  Beverage (Non Alcoholic) 4 ounces
  Beer 4 ounces
  Wine 2 ounces
  Spirits ½ ounce

All exemptions are at the discretion of Centerplate and must be approved by a Centerplate Sales Manager. A written proposal/letter/email detailing both a description of product and amounts of each item must be submitted to a Centerplate Sales Manager at least (2) weeks in advance. You will then be notified in writing as to whether you qualify for an exemption.

FOOD AND BEVERAGE PRICING

A good faith estimate of Food and Beverage prices will be provided six (6) months in advance of the Event’s start date and will be confirmed at the signing of the contract. Due to fluctuating market prices, however, we reserve the right to make product substitutions based on specific commodity price increases.
SERVICE CHARGES AND TAX

A 20% “House” or “Administrative” charge will apply to all food, beverage and labor charges. Current state and local sales taxes apply to all food, beverage, labor charges, equipment rentals and service charges, and are subject to applicable tax laws and regulations.

The “House” or “Administrative” Charge of 20% is added to your bill for this catered event/function (or comparable service) which is used to defray the cost of setup, break down, service and other house expenses. No portion of this Charge is distributed to the employees providing the service. You are free, but not obligated to add or give a gratuity directly to your servers.

If the Customer is an entity claiming exemption from taxation in Maryland, the Customer must deliver to Centerplate satisfactory evidence of such exemption thirty (30) days prior to the Event in order to be relieved of its obligation to pay state and local sales taxes.

PAYMENT POLICY

A 90% deposit and signed Food and Beverage contract is due 30 days prior to your event. The remaining balance will be due five (5) business days prior to the start of your event. Any additional charges incurred during the Event, (the adjusted remaining balance) is required within (10) business days following the receipt of your final invoice. Centerplate will begin to accrue 1.5% interest from the date of the invoice if not paid within 10 business days. Additionally, any costs of collection and enforcement of the contracted services will be the responsibility of the Customer. We accept major credit cards and corporate checks.

CHINA SERVICE

All food and beverage events located in the Exhibit Halls and Non-Carpeted Areas, with the exception of plated meals, are accompanied by high-grade and/or compostable disposable ware. If china is preferred, there will be an additional $250.00+ non-carpeted area china fee applied.

LINEN SERVICE

Centerplate provides its in house linen for all meal functions with our compliments. Additional linen fees will apply for specialty linens or linens required for meeting functions. Your Catering Sales Professional will be happy to offer suggestions for your consideration and quote corresponding linen fees.

HOLIDAY SERVICE

There will be an automatic additional labor fee for food and beverage service or preparatory days on the following Federal holidays: New Year’s Eve and Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

At the time of booking the Event(s), Centerplate will notify the Customer of estimated labor fees based on the information supplied by the Customer.

DELAYED OR EXTENDED SERVICE

On the day of your Event, if the agreed upon beginning or ending service time of your meal changes by 30 minutes or more, an additional labor charge will apply.

Should your Event require extended pre or post service or stand by time, often necessitated by high functions, an additional labor charge will apply.
CONCESSION SERVICE

Centerplate reserves the right to determine which Carts/Outlets are open for business and hours of operation pending the flow of business.

For additional Concession Carts/Fixed Outlets, a minimum guarantee in sales is required per Cart/Outlet or Customer will be responsible for the difference in sales up to $800.00 per Outlet/Cart.

GUARANTEES

The Customer shall notify Centerplate, not less than five (5) business days (excluding holidays and weekends) prior to the Event, the minimum number of persons the Customer guarantees will attend the Event (the “Guaranteed Attendance”).

There may be applicable charges for events with minimal attendance.

If Customer fails to notify Centerplate of the Guaranteed Attendance within the time required, (a) Centerplate shall prepare for and provide services to persons attending the Event on the basis of the estimated attendance specified in the BEO’s, and (b) such estimated attendance shall be deemed to be the Guaranteed Attendance.

Centerplate will be prepared to serve five percent (5%) above the Guaranteed Attendance, up to a maximum of 30 meals (the Overage).

· If this Overage is used, the Customer will pay for each additional person at the same price per person/per item, plus applicable service charges and sales tax.
· Should additional persons attend the event in excess of the total of the Guaranteed Attendance plus the Overage, Centerplate will make every attempt to accommodate such additional persons subject to product and staff availability. Customer will pay for such additional persons and/or a la carte items at the same price per person or per item plus the service charge and local taxes.
· Should the guaranteed attendance increase or decrease by 10% or more from the original contracted number of guests, an additional charge of 20% per guaranteed guest may apply.

Meal functions of 750 and above are considered “Specialty Events” and may require customized menus. Your Catering Sales Professional and our Executive Chef will design menus that are logistically and creatively appropriate for large numbers. In certain cases, additional labor and equipment fees may be applied to successfully orchestrate these Events.

The Guaranteed Attendance shall not exceed the maximum capacity of the areas within the Facility in which the Event will be held.

SECURITY

At the discretion of the Roland E. Powell Convention Center, in order to maintain adequate security measures, the Customer may be required to provide security for certain functions. Security personnel will be at the Customer’s sole expense. Please consult the Roland E. Powell Convention Center Event Manager for details.

By signing below, I understand and agree to all terms and conditions set forth by Centerplate in the aforementioned policies.

Signature: ___________________________________________ Date: ______________

Print Name: ___________________________________________