

1

00:00:25,500 --> 00:00:26,033

Hello, everyone.

2

00:00:26,100 --> 00:00:27,716

My name is Heather Reed.

3

00:00:27,766 --> 00:00:31,600

Thank you for being here with me and sorry about the tech issues that we had.

4

00:00:31,666 --> 00:00:34,666

I use, she, her pronouns, and for

5

00:00:34,666 --> 00:00:36,633

those using accessibility technology.

6

00:00:36,716 --> 00:00:39,716

I'm a 61 year old white female and I've got

7

00:00:40,000 --> 00:00:41,566

ash colored hair, red glasses.

8

00:00:41,633 --> 00:00:43,250

Oops, forgot, put them on.

9

00:00:43,316 --> 00:00:47,083

And I'm wearing a navy top and I'm coming to you from my home office.

10

00:00:47,149 --> 00:00:50,200

As a reminder for every episode of

11

00:00:50,216 --> 00:00:51,583

event contracts exposed.

12

00:00:51,649 --> 00:00:55,183

I am not a lawyer, and

13

00:00:55,200 --> 00:00:58,316
nothing that we discuss here should be considered legal advice.

14
00:00:58,366 --> 00:01:01,600
This is all about education,

15
00:01:01,616 --> 00:01:04,916
insights, and practical strategies offered

16
00:01:04,916 --> 00:01:07,666
by me a seasoned event planner.

17
00:01:07,733 --> 00:01:10,849
And before we begin, I'd also like to

18
00:01:10,849 --> 00:01:14,083
note that all content in this presentation is

19
00:01:14,099 --> 00:01:18,299
copyrighted and is the intellectual property of plan or protect.

20
00:01:18,416 --> 00:01:21,650
It may not be copied, reproduced, distributed,

21
00:01:21,650 --> 00:01:24,650
recorded, or used in whole or in part, without

22
00:01:24,650 --> 00:01:26,150
my explicit written consent.

23
00:01:26,216 --> 00:01:29,450
Thank you for respecting my work and original content.

24
00:01:29,566 --> 00:01:32,266
So let's get into the learning.

25
00:01:32,333 --> 00:01:36,233
So, based on my experience

26

00:01:36,233 --> 00:01:38,866
reviewing 100s of contracts today.

27

00:01:38,933 --> 00:01:41,983
We're going to talk about why we need to overhaul

28

00:01:42,000 --> 00:01:45,233
food and beverage contract terms in

29

00:01:45,233 --> 00:01:48,283
a suppliers contract, whether that be a venue, whether that

30

00:01:48,299 --> 00:01:52,500
be resort, hotel, conference center, convention center, whatever the
case might be.

31

00:01:52,616 --> 00:01:55,733
Um, And uh,

32

00:01:56,000 --> 00:01:59,150
just, I know that so much effort is

33

00:01:59,150 --> 00:02:02,383
put into our food and beverage events, so much money is spent

34

00:02:02,400 --> 00:02:03,833
on food and beverage events.

35

00:02:03,950 --> 00:02:07,000
But yet our draft contracts that we

36

00:02:07,016 --> 00:02:10,016
receive from our supplier partners are quite

37

00:02:10,016 --> 00:02:14,566
void in detail when it comes to food and beverage events.

38

00:02:14,633 --> 00:02:16,599

So in no particular order.

39

00:02:16,666 --> 00:02:19,416

These are the 5 things that I typically see.

40

00:02:19,500 --> 00:02:23,400

Uh, and this is about the extent of it for most contracts.

41

00:02:23,449 --> 00:02:26,866

They have a food and beverage revenue minimum,

42

00:02:26,866 --> 00:02:29,133

typically expressed as a dollar value.

43

00:02:29,216 --> 00:02:32,216

Uh, the contract would have a food and

44

00:02:32,216 --> 00:02:35,266

beverage revenue attrition, um, and they

45

00:02:35,266 --> 00:02:37,416

define how that would be calculated.

46

00:02:37,500 --> 00:02:40,916

Then they typically have the individual

47

00:02:40,916 --> 00:02:44,033

food and beverage events identified in the schedule

48

00:02:44,033 --> 00:02:47,333

of events or what might be called the event agenda.

49

00:02:47,400 --> 00:02:50,400

There may be some reference to a

50

00:02:50,400 --> 00:02:54,116

liquor license and they would express the limitations of the license.

51

00:02:54,166 --> 00:02:57,816

You can't, you know, bring in outside alcohol, et cetera.

52

00:02:57,900 --> 00:03:01,133

And there may be reference to service of

53

00:03:01,133 --> 00:03:02,933

intoxicated attendees.

54

00:03:03,050 --> 00:03:06,283

And then you also see service charges and

55

00:03:06,300 --> 00:03:08,633

taxes on food and beverage revenue.

56

00:03:08,699 --> 00:03:12,166

So those 5 are

57

00:03:12,166 --> 00:03:15,216

very, very important, but they really are

58

00:03:15,233 --> 00:03:16,433

bare bones.

59

00:03:16,500 --> 00:03:17,333

Um,

60

00:03:17,400 --> 00:03:20,866

So, I want

61

00:03:20,866 --> 00:03:22,416

to give you lots to think about.

62

00:03:22,500 --> 00:03:25,666

I can't begin to give you everything to think about,

63

00:03:25,666 --> 00:03:28,783

but I want to give you a few things that we as

64

00:03:28,800 --> 00:03:31,500

planners should be, um,

65

00:03:33,000 --> 00:03:36,416

Like looking for negotiating and expecting to

66

00:03:36,416 --> 00:03:39,716

see in a strategically negotiated contract.

67

00:03:39,766 --> 00:03:43,966

So, At the

68

00:03:43,966 --> 00:03:47,083

outset of negotiations, it is vital

69

00:03:47,099 --> 00:03:50,516

to establish if food and

70

00:03:50,516 --> 00:03:53,633

or beverage services are provided on an

71

00:03:53,633 --> 00:03:57,283

exclusive basis or a preferred basis.

72

00:03:57,349 --> 00:04:00,349

So the very 1st thing that we want to look at

73

00:04:00,349 --> 00:04:03,466

in a contract is, um, If

74

00:04:03,466 --> 00:04:06,583

the food services and or the beverage services.

75

00:04:06,650 --> 00:04:08,616

Who is providing those?

76

00:04:08,699 --> 00:04:12,116

So, the group should want to have it identified

77

00:04:12,116 --> 00:04:15,583

in writing, if the food services provider

78

00:04:15,599 --> 00:04:17,866

is on an exclusive basis.

79

00:04:17,933 --> 00:04:21,833

So that would mean that the contracting entity owns

80

00:04:21,833 --> 00:04:25,133

the food services or they are providing

81

00:04:25,133 --> 00:04:28,250

through a 3rd party outside

82

00:04:28,250 --> 00:04:31,600

caterer, food services on an exclusive basis.

83

00:04:31,666 --> 00:04:34,899

Or are they providing food services on

84

00:04:34,916 --> 00:04:37,916

a preferred basis, such

85

00:04:37,916 --> 00:04:41,266

as that the group can elect to use that preferred supplier

86

00:04:41,266 --> 00:04:44,800

or collect not to use that

87

00:04:44,816 --> 00:04:46,183

particular preferred supplier.

88

00:04:46,250 --> 00:04:50,149

And then the same can be said about beverages.

89

00:04:50,216 --> 00:04:53,266

The group should want to have it identified

90

00:04:53,266 --> 00:04:56,616

in writing if the alcoholic beverages

91

00:04:56,633 --> 00:05:00,350

services provider is on an exclusive basis.

92

00:05:00,416 --> 00:05:03,466

So does the contracting entity,

93

00:05:03,466 --> 00:05:06,466

the venue, do they own the liquor

94

00:05:06,466 --> 00:05:09,883

license, or are they, are they contracted

95

00:05:09,899 --> 00:05:12,899

with a 3rd party outside provider that

96

00:05:12,899 --> 00:05:16,250

owns the licensing for the alcoholic services,

97

00:05:16,250 --> 00:05:18,216

and that's on an exclusive basis?

98

00:05:18,300 --> 00:05:21,416

Or is it on a preferred basis

99

00:05:21,416 --> 00:05:24,416

so that the group can elect to use or not use

100

00:05:24,416 --> 00:05:27,766

the identified alcoholic beverage services provider.

101

00:05:27,833 --> 00:05:30,949

So in thinking about these 2

102

00:05:30,949 --> 00:05:34,966

um, specifications, if you will.

103

00:05:35,033 --> 00:05:37,066

There's lots of questions that come to mind.

104

00:05:37,199 --> 00:05:40,199

So for exclusive status, so

105

00:05:40,199 --> 00:05:43,550

that means that if you're going into a venue,

106

00:05:43,550 --> 00:05:46,666

you are required to use the food and or

107

00:05:46,666 --> 00:05:49,899

alcoholic beverage services provider, whether

108

00:05:49,916 --> 00:05:53,149

that's that the venue owns it, or they have an exclusive

109

00:05:53,149 --> 00:05:54,516

relationship with an outside party.

110

00:05:54,600 --> 00:05:57,899

So if that's the case and it is exclusive

111

00:05:57,899 --> 00:06:01,616

and they own the services, Are there

112

00:06:01,616 --> 00:06:04,616

any anticipated plans for

113

00:06:04,616 --> 00:06:08,149

changing to an outside 3rd party caterer

114

00:06:08,149 --> 00:06:10,966

on either an exclusive or preferred basis?

115

00:06:11,033 --> 00:06:14,083

So if you're contracting long term

116

00:06:14,100 --> 00:06:17,216

out, what if there is a change in that

117

00:06:17,216 --> 00:06:20,266

provider, whether it's exclusively owned or

118

00:06:20,266 --> 00:06:22,000

exclusively contracted out?

119

00:06:22,066 --> 00:06:24,583

Uh, what happens if there's a change?

120

00:06:24,649 --> 00:06:27,883

In what ways will the group's contract

121

00:06:27,899 --> 00:06:31,250

with that venue or entity, how

122

00:06:31,250 --> 00:06:34,250

would it be affected if that entity no

123

00:06:34,250 --> 00:06:35,916

longer owns the services?

124

00:06:36,000 --> 00:06:39,166

And then if the contracting entity no

125

00:06:39,166 --> 00:06:42,583

longer owns the food and or alcoholic beverages services,

126

00:06:42,600 --> 00:06:46,250

in what ways will the group be compensated

127

00:06:46,250 --> 00:06:49,550

if the new food and or alcoholic beverages

128

00:06:49,550 --> 00:06:52,600

provider does not perform to the same

129

00:06:52,616 --> 00:06:55,733

or better standards than what was contracted at

130

00:06:55,733 --> 00:06:56,750

the beginning of signing?

131

00:06:56,816 --> 00:06:59,866

And then if the

132

00:06:59,866 --> 00:07:02,916

exclusive services are not owned, but they

133

00:07:02,933 --> 00:07:06,050

are provided on, um, by a 3rd party

134

00:07:06,050 --> 00:07:07,233

outside caterer.

135

00:07:08,216 --> 00:07:11,266

So, uh, The venue or the

136

00:07:11,266 --> 00:07:14,266

entity does not own those services, but

137

00:07:14,266 --> 00:07:16,666

they have an exclusive relationship with another entity.

138

00:07:16,733 --> 00:07:20,083

Who is that outside 3rd party exclusive

139

00:07:20,100 --> 00:07:23,149

provider for food and or alcoholic beverages?

140

00:07:23,216 --> 00:07:26,216

When does that contract with the content?

141

00:07:26,216 --> 00:07:28,916

With the with that entity expire?

142

00:07:28,966 --> 00:07:31,983

Is that before your event dates or after

143

00:07:32,250 --> 00:07:33,300

the event dates?

144

00:07:33,350 --> 00:07:37,250

And what will happen if a different 3rd

145

00:07:37,250 --> 00:07:40,300

party exclusive provider is in place at

146

00:07:40,316 --> 00:07:41,333

the time of the event?

147

00:07:41,399 --> 00:07:45,000

Is the group obligated to use a new provider?

148

00:07:45,050 --> 00:07:48,699

So those are some of the really like deep thinking

149

00:07:48,716 --> 00:07:51,766

things, but they affect your contracting at a certain point

150

00:07:51,766 --> 00:07:54,883

in time for a future event, and you

151

00:07:54,899 --> 00:07:58,316

want to ensure that those particulars, those entities

152

00:07:58,316 --> 00:08:01,366

that you are contracting with will remain in place

153

00:08:01,366 --> 00:08:04,366

or be better than what you when you

154

00:08:04,366 --> 00:08:06,399

signed your contract, and you need to protect that.

155

00:08:06,466 --> 00:08:08,199

So that's an important element.

156

00:08:08,333 --> 00:08:08,933

All right.

157

00:08:09,000 --> 00:08:12,600

We've got minimum food and beverage revenue

158

00:08:12,600 --> 00:08:14,566

as a part that needs to be addressed.

159

00:08:14,566 --> 00:08:17,733

Typically, the language here

160

00:08:17,750 --> 00:08:20,800

is specific and clear, because

161

00:08:20,816 --> 00:08:24,233

it is reflecting the top priority of the contracting

162

00:08:24,233 --> 00:08:27,699

entity or the venue or the supplier, and that is revenue.

163

00:08:27,766 --> 00:08:30,816

I'm not going to spend a lot of time on this one,

164

00:08:30,833 --> 00:08:35,033

but I have some quote, additional thoughts to consider.

165

00:08:35,100 --> 00:08:39,233

So, I would very specifically

166

00:08:39,233 --> 00:08:42,350

ask for, uh, if the minimum

167

00:08:42,350 --> 00:08:45,700

revenue includes or specifically

168

00:08:45,716 --> 00:08:49,483

excludes any of the following, service

169

00:08:49,500 --> 00:08:52,616

charges, gratuities, administrative fees,

170

00:08:52,616 --> 00:08:55,966

other surcharges and or taxes that

171

00:08:55,966 --> 00:08:57,883

are related to food and beverage services.

172

00:08:57,950 --> 00:09:01,000

Rarely are these items included

173

00:09:01,016 --> 00:09:02,216

in the minimum value.

174

00:09:02,266 --> 00:09:05,383

But you don't want to make assumptions,

175

00:09:05,399 --> 00:09:07,133

you want to have it clearly laid out.

176

00:09:07,200 --> 00:09:10,500

Um, What is excluded

177

00:09:10,500 --> 00:09:13,000

or what is included.

178

00:09:13,500 --> 00:09:17,149

And speaking of included, you want

179

00:09:17,149 --> 00:09:20,149

the minimum revenue to be defined

180

00:09:20,149 --> 00:09:23,383

as revenue that includes 3 things.

181

00:09:23,450 --> 00:09:26,500

All on consumption items,

182

00:09:26,516 --> 00:09:29,816

including but not limited to hosted drink bars.

183

00:09:29,866 --> 00:09:32,866

So, uh, on consumption items,

184

00:09:32,866 --> 00:09:35,983

I'm starting to see contracts that exclude hosted

185

00:09:37,066 --> 00:09:40,716

bar drinks that count towards your food and beverage.

186

00:09:40,799 --> 00:09:43,799

It's just one little minor exclusion,

187

00:09:43,799 --> 00:09:47,266

but for a lot of programs, that can have a pretty

188

00:09:47,266 --> 00:09:50,233

big impact, not including the alcoholic tab.

189

00:09:51,500 --> 00:09:54,766

Uh, B, uh, all food and beverage

190

00:09:54,766 --> 00:09:58,066

functions are included in the calculation

191

00:09:58,066 --> 00:09:59,733

of the food and beverage revenue amount.

192

00:10:00,000 --> 00:10:03,000

It's regardless of the size of the event,

193

00:10:03,000 --> 00:10:05,750

and regardless of the purpose of the event.

194

00:10:05,816 --> 00:10:08,983

So, you quite often will see that events

195

00:10:09,000 --> 00:10:12,166

smaller than, you know, 10 people won't count,

196

00:10:12,166 --> 00:10:15,700

or 25 people, or that hospitality

197

00:10:15,716 --> 00:10:18,983

suites organized by the group don't count.

198

00:10:19,366 --> 00:10:23,316

Well, you want to have every single revenue

199

00:10:23,333 --> 00:10:26,483

opportunity specifically included as

200

00:10:27,299 --> 00:10:31,366

part of your actualized revenue and as part of their calculation.

201

00:10:31,433 --> 00:10:34,666

And then 3rd, C, when

202

00:10:34,666 --> 00:10:37,666

applicable, and for some events, you want

203

00:10:37,666 --> 00:10:41,383

to make sure that you're in conjunction with, ICW

204

00:10:41,399 --> 00:10:43,133

in conjunction with events.

205

00:10:43,200 --> 00:10:46,666

Uh, those are not the group hosting

206

00:10:46,666 --> 00:10:50,016

the events, but groups that are coming to the supplier

207

00:10:50,033 --> 00:10:53,083

or the property, their venue, uh, to do business

208

00:10:53,100 --> 00:10:56,149

in conjunction with, so alongside

209

00:10:56,149 --> 00:10:58,483

of the primary event organizer.

210

00:10:58,549 --> 00:11:01,666

And if you are offering space,

211

00:11:01,666 --> 00:11:05,266

contracted space to those other entities,

212

00:11:05,266 --> 00:11:08,266

you want their food and beverage to contribute to

213

00:11:08,266 --> 00:11:10,366
your minimum calculation.

214

00:11:10,500 --> 00:11:12,950
So there's some extra little things to think about.

215

00:11:13,016 --> 00:11:16,783
That quite often are not at all mentioned

216

00:11:16,799 --> 00:11:18,716
uh, in a contract.

217

00:11:18,766 --> 00:11:21,766
All right, we're gonna talk

218

00:11:21,766 --> 00:11:22,783
about menus.

219

00:11:22,850 --> 00:11:26,316
So this is one thing that is rarely mentioned

220

00:11:26,333 --> 00:11:28,433
in a contract, a draft contract.

221

00:11:28,500 --> 00:11:31,549
Um, but there's lots to think about and things that

222

00:11:31,549 --> 00:11:35,616
we probably want to contract because contracts

223

00:11:35,633 --> 00:11:36,950
are meant to have specificity.

224

00:11:37,016 --> 00:11:40,483
And as I showed you the 5 things that cover,

225

00:11:41,399 --> 00:11:44,633

you know, the 5 things that are typically covered, they don't

226

00:11:44,633 --> 00:11:48,049

even talk about the actual food or the menus or food

227

00:11:48,049 --> 00:11:49,116

service, et cetera.

228

00:11:49,200 --> 00:11:52,366

So, these next few things are important to add in.

229

00:11:52,500 --> 00:11:55,616

So what kind of menus

230

00:11:55,616 --> 00:11:58,366

will be available at the time of the event?

231

00:11:58,433 --> 00:12:02,033

So if you are looking at a potential

232

00:12:02,033 --> 00:12:05,083

venue that has a la carte menus in addition to

233

00:12:05,100 --> 00:12:08,750

standard banquet menus for groups, seasonal

234

00:12:08,750 --> 00:12:11,983

offerings, they're able to customize menus for a

235

00:12:12,299 --> 00:12:15,716

group piece of business, they've got chef's choices menus.

236

00:12:15,766 --> 00:12:18,883

Well, you want to protect that flexibility and those

237

00:12:18,899 --> 00:12:22,733

options at the time of your event when you're doing your planning.

238

00:12:22,799 --> 00:12:25,916

So you want to record all of

239

00:12:25,916 --> 00:12:28,966

the different kinds of ways that

240

00:12:28,966 --> 00:12:32,083

menus or food and beverage can be, um,

241

00:12:32,100 --> 00:12:35,100

planned for your event.

242

00:12:35,216 --> 00:12:38,333

So you're mentioning all the different kinds of ways.

243

00:12:38,399 --> 00:12:41,700

You also want to look at current

244

00:12:41,700 --> 00:12:42,716

menus.

245

00:12:42,766 --> 00:12:46,000

So if you're doing a piece of business, um, well

246

00:12:46,016 --> 00:12:49,916

in the future, um, you'll want to benchmark some prices.

247

00:12:49,966 --> 00:12:53,133

You may want to lock in current menu prices

248

00:12:53,149 --> 00:12:56,383

if you are in proximity to your event dates

249

00:12:56,399 --> 00:13:00,049

or maybe even, you know, um, early into the next calendar year.

250

00:13:00,166 --> 00:13:03,700

So the group should require a dated

251

00:13:03,716 --> 00:13:07,233
copy of the current menus that

252

00:13:07,750 --> 00:13:10,799
and it be referenced in the body of

253

00:13:10,799 --> 00:13:14,250
the negotiated contract and physically attached

254

00:13:14,500 --> 00:13:16,500
to the contract as an exhibit.

255

00:13:16,616 --> 00:13:20,516
And that's for the purposes of benchmarking menu selections,

256

00:13:20,516 --> 00:13:24,116
menu packages and menu pricing.

257

00:13:24,166 --> 00:13:27,166
And the 3rd

258

00:13:27,166 --> 00:13:30,283
thing around menus that we want to, um, talk

259

00:13:30,299 --> 00:13:33,899
about and negotiate and contract is when will updated

260

00:13:33,899 --> 00:13:37,016
menus that the group can actually use for

261

00:13:37,016 --> 00:13:39,766
pricing be released to the group.

262

00:13:39,833 --> 00:13:42,983
So will the event pricing

263

00:13:43,733 --> 00:13:46,600
be released 1296 months out?

264

00:13:46,666 --> 00:13:50,016
I've seen pricing in

265

00:13:50,033 --> 00:13:53,333
a contract stated that pricing would not be firmed up until

266

00:13:53,333 --> 00:13:55,000
30 days prior to the event.

267

00:13:55,066 --> 00:13:58,116
So don't leave it ambiguous and think

268

00:13:58,133 --> 00:14:01,066
that you'll get pricing confirmed 6 months out.

269

00:14:01,133 --> 00:14:04,299
Negotiate that window of time in which you

270

00:14:04,316 --> 00:14:07,366
will get firm pricing from the supplier

271

00:14:07,366 --> 00:14:09,583
partner and put that in writing.

272

00:14:09,649 --> 00:14:12,766
All right, number 4

273

00:14:13,200 --> 00:14:17,216
Customized by the group menus.

274

00:14:17,266 --> 00:14:20,316
The negotiated contract should protect the

275

00:14:20,333 --> 00:14:24,166

right to create custom menus if

276

00:14:24,166 --> 00:14:27,283

that is something that is being offered at the time

277

00:14:27,299 --> 00:14:29,750

of a supplier partner selection.

278

00:14:30,600 --> 00:14:34,133

Um, A kind of unique one.

279

00:14:34,200 --> 00:14:37,316

The availability of signature items.

280

00:14:37,366 --> 00:14:40,366

So think about authentic Montreal

281

00:14:40,366 --> 00:14:43,483

bagels or Louisville's the hot brown.

282

00:14:44,250 --> 00:14:47,333

If there are specific items that reflect

283

00:14:47,333 --> 00:14:50,933

the geography or the demographics or the,

284

00:14:50,933 --> 00:14:53,983

um, authenticity of the area that you're in, you

285

00:14:54,600 --> 00:14:58,666

want those specific items to be available

286

00:14:58,666 --> 00:15:00,633

at the time of the event.

287

00:15:00,716 --> 00:15:03,716

And then my last point around menus

288

00:15:03,716 --> 00:15:06,883

that we probably don't often think about is chef's

289

00:15:06,899 --> 00:15:09,950

choices menus, and those might be a great option.

290

00:15:10,066 --> 00:15:13,183

for folks, um, for planning purposes for

291

00:15:13,200 --> 00:15:14,516

being budget wise.

292

00:15:14,566 --> 00:15:17,566

But I would say that if you are using chef

293

00:15:17,566 --> 00:15:20,733

choices, you still want to make sure that you are

294

00:15:20,750 --> 00:15:24,100

having the final approval of

295

00:15:24,116 --> 00:15:26,033

the chef's choices menus.

296

00:15:26,100 --> 00:15:29,566

So you want to put that in as a protection

297

00:15:29,566 --> 00:15:32,866

for you as the group to be notified

298

00:15:32,866 --> 00:15:34,833

of what the chef's choice will be.

299

00:15:34,916 --> 00:15:38,216

All right,

300

00:15:38,216 --> 00:15:40,316

another thing around menu considerations.

301

00:15:40,366 --> 00:15:44,083

Our attendees these days are highly

302

00:15:44,100 --> 00:15:47,566

sophisticated in their expectations, and

303

00:15:47,566 --> 00:15:50,083

in their dietary needs.

304

00:15:50,216 --> 00:15:53,750

So here are some things to consider when

305

00:15:53,750 --> 00:15:56,316

contracting menu selections.

306

00:15:56,399 --> 00:16:00,116

One, you want your supplier partner.

307

00:16:00,166 --> 00:16:04,416

You want their menus to reflect current culinary

308

00:16:04,433 --> 00:16:08,083

trends that align with attending expectations.

309

00:16:08,149 --> 00:16:11,683

And that might include plant-based options.

310

00:16:11,750 --> 00:16:15,583

It might include wellness focused dishes, and

311

00:16:15,600 --> 00:16:18,049

address sustainable sourcing practices.

312

00:16:18,116 --> 00:16:21,233

Um, the 2nd thing that you may want to

313

00:16:21,233 --> 00:16:24,766
um, make note of is that menu sourcing

314

00:16:24,766 --> 00:16:28,299
will avoid regions or suppliers affected

315

00:16:28,316 --> 00:16:32,383
by current international sanctions, embargoes

316

00:16:32,399 --> 00:16:35,399
or tariffs, unless explicitly approved

317

00:16:35,399 --> 00:16:36,716
by the group in writing.

318

00:16:36,833 --> 00:16:40,066
And the 3rd item is that at

319

00:16:40,066 --> 00:16:43,533
the time of the event, the provider will abide

320

00:16:43,549 --> 00:16:46,850
by emerging requirements for carbon

321

00:16:46,850 --> 00:16:48,399
footprint disclosure.

322

00:16:48,466 --> 00:16:52,299
And we know that sustainability and measuring

323

00:16:52,316 --> 00:16:55,483
our impact of our events is top of mind for planners,

324

00:16:55,500 --> 00:16:58,850
and having a partner that is willing to do

325

00:16:58,850 --> 00:17:01,850

that alongside of you is so helpful,

326

00:17:01,850 --> 00:17:03,466

but it should be contracted.

327

00:17:05,500 --> 00:17:06,299

All right.

328

00:17:06,349 --> 00:17:09,766

Then we get to dietary food

329

00:17:09,766 --> 00:17:11,866

allergies and food safety.

330

00:17:11,933 --> 00:17:14,983

We know from

331

00:17:15,000 --> 00:17:18,416

numerous publicized, catastrophic

332

00:17:18,416 --> 00:17:21,716

and unfortunate circumstances, surrounding food,

333

00:17:21,716 --> 00:17:24,716

uh, and foodborne allergies, and

334

00:17:24,716 --> 00:17:29,083

dietary restrictions, groups, need to ensure.

335

00:17:29,216 --> 00:17:33,116

In the contract language, that

336

00:17:33,116 --> 00:17:36,349

they are demonstrating and practicing duty

337

00:17:36,349 --> 00:17:39,466

of care for their attendees as it relates

338

00:17:39,466 --> 00:17:41,983

to food and beverage services at their events.

339

00:17:42,049 --> 00:17:45,099

So, groups should be working

340

00:17:45,116 --> 00:17:48,766

with their legal counsels to negotiate specific

341

00:17:48,766 --> 00:17:52,533

contract language that protects a wide

342

00:17:52,549 --> 00:17:56,316

range of liabilities that are possible when

343

00:17:56,333 --> 00:18:00,400

considering food and beverage services and

344

00:18:00,416 --> 00:18:03,833

products, and, you know, those events.

345

00:18:03,900 --> 00:18:07,316

So one, things like sourcing food safely.

346

00:18:07,366 --> 00:18:10,599

The provider will source food safely,

347

00:18:10,616 --> 00:18:14,683

including verifying freshness and checking for spoilage.

348

00:18:14,750 --> 00:18:18,283

The supplier partner will provide proper

349

00:18:18,299 --> 00:18:21,349

food storage and handling, including using

350

00:18:21,349 --> 00:18:24,216

temperature controls and sanitary environments.

351

00:18:24,299 --> 00:18:28,066

And today on LinkedIn, I saw Tracy,

352

00:18:28,066 --> 00:18:31,183

Stuckrafu is the food

353

00:18:31,200 --> 00:18:34,200

and beverage guru in the industry here in

354

00:18:34,200 --> 00:18:37,616

North America, and she was holding uh,

355

00:18:37,616 --> 00:18:40,666

2 temperature uh, instruments, and she

356

00:18:40,666 --> 00:18:43,666

said off to gauge the temperature uh, at an event.

357

00:18:43,733 --> 00:18:47,750

So I thought that was like so timely, I mean, I'm talking about this today.

358

00:18:47,816 --> 00:18:51,233

Uh, the 3rd thing you might want to think about is avoiding

359

00:18:51,233 --> 00:18:54,533

cross-contamination, especially between allergens

360

00:18:54,533 --> 00:18:57,049

and non-allergen items.

361

00:18:57,116 --> 00:19:00,233

So what is the supplier partner doing to ensure

362

00:19:00,233 --> 00:19:03,233

the safety of your attendees and how

363

00:19:03,233 --> 00:19:04,849

are you aware of what they're doing?

364

00:19:04,916 --> 00:19:07,966

Uh, preparing and cooking food to

365

00:19:07,966 --> 00:19:10,983

safe internal temperatures, which avoids uh,

366

00:19:11,500 --> 00:19:13,666

undercooking and items that could pose a risk.

367

00:19:13,733 --> 00:19:17,450

So we think about chicken or pork being undercooked.

368

00:19:17,516 --> 00:19:20,516

And finally, oh, not finally, 2nd to

369

00:19:20,516 --> 00:19:23,083

last, training staff in hygiene.

370

00:19:23,150 --> 00:19:26,316

Allergen awareness and local food safety

371

00:19:26,333 --> 00:19:27,400

regulations.

372

00:19:27,466 --> 00:19:29,133

Absolutely paramount.

373

00:19:29,216 --> 00:19:32,216

You want to ensure that you are contracting with

374

00:19:32,216 --> 00:19:35,566

staff that has been minimally appropriately

375

00:19:35,566 --> 00:19:38,616
over the top, uh, uh,

376
00:19:38,633 --> 00:19:41,200
trained to be there as wait staff.

377
00:19:41,333 --> 00:19:44,450
And finally, you want your supplier partner to

378
00:19:44,450 --> 00:19:47,750
maintain all licenses, inspections, and permits

379
00:19:47,750 --> 00:19:50,450
required by law for food service.

380
00:19:50,516 --> 00:19:53,750
So I would challenge you to think

381
00:19:53,750 --> 00:19:57,349
about the contracts that you've looked at, the contracts that you've
negotiated.

382
00:19:57,416 --> 00:20:00,650
And I probably 99.9%

383
00:20:00,650 --> 00:20:03,816
sure that none of them address these kinds

384
00:20:03,833 --> 00:20:07,966
of heavy hitting responsibilities that

385
00:20:07,966 --> 00:20:11,916
groups carry when contracting for food and beverage services.

386
00:20:12,000 --> 00:20:16,066
Alrighty, pricing.

387
00:20:16,133 --> 00:20:18,950

This is another consideration.

388

00:20:19,016 --> 00:20:21,166

This is not the revenue minimum.

389

00:20:21,233 --> 00:20:24,233

This is food and beverage products and services

390

00:20:24,233 --> 00:20:25,250

pricing.

391

00:20:25,316 --> 00:20:28,366

So in contracts that I've reviewed for clients.

392

00:20:28,433 --> 00:20:31,733

I've seen food and beverage, budgets of a few 10s

393

00:20:31,733 --> 00:20:35,383

of 1000s to 100s of 1000s of

394

00:20:35,400 --> 00:20:37,500

dollars being spent on food and beverage.

395

00:20:37,549 --> 00:20:40,716

And yet, as I said earlier, the contract

396

00:20:40,733 --> 00:20:43,783

terms protecting the deliverables

397

00:20:43,799 --> 00:20:48,116

and the expectations of the group for spending,

398

00:20:48,116 --> 00:20:49,916

those revenues are not included.

399

00:20:50,033 --> 00:20:52,966

In most draft contracts.

400

00:20:53,033 --> 00:20:56,200

So contracting strategically to

401

00:20:56,216 --> 00:20:59,750

establish and confirm food and beverage pricing

402

00:20:59,750 --> 00:21:02,266

is a critical component of any event contract.

403

00:21:02,333 --> 00:21:05,799

As it is for all items that are um, the

404

00:21:05,816 --> 00:21:07,366

group or the attendees will pay.

405

00:21:08,250 --> 00:21:11,816

So, the group should require that the contracting

406

00:21:11,816 --> 00:21:14,933

entity offers or is willing

407

00:21:14,933 --> 00:21:18,233

to negotiate very various ranges of food

408

00:21:18,233 --> 00:21:21,283

pricing formats, such as charge per

409

00:21:21,299 --> 00:21:25,016

person, charge per consumption, charge

410

00:21:25,016 --> 00:21:27,950

by quantity, charge by item.

411

00:21:28,016 --> 00:21:32,516

And then the flip side, you want to think about beverages, you

412

00:21:32,516 --> 00:21:35,866

want a la carte pricing, host bar pricing,

413

00:21:35,866 --> 00:21:39,700

open bars, combination bars, and ticketed bars.

414

00:21:39,766 --> 00:21:43,000

So you are defining all of the different

415

00:21:43,016 --> 00:21:46,016

ways that you can present and choose food and

416

00:21:46,016 --> 00:21:49,133

beverage services in a range of pricing formats

417

00:21:49,133 --> 00:21:51,583

from which to choose and protecting those.

418

00:21:51,650 --> 00:21:54,766

In addition, the contracting entity

419

00:21:54,766 --> 00:21:58,533

should be required to put in writing that all existing

420

00:21:58,549 --> 00:22:02,266

food and beverage related surcharges have

421

00:22:02,266 --> 00:22:05,316

been fully disclosed in the final negotiated contract.

422

00:22:05,400 --> 00:22:08,700

So here I'm thinking about quite often, we'll find some

423

00:22:08,700 --> 00:22:12,533

of those granular little charges on the banquet event orders.

424

00:22:12,599 --> 00:22:15,766

Well, those need to show up in our contracts long before

425

00:22:15,766 --> 00:22:17,566
we get to a banquet event order.

426

00:22:17,633 --> 00:22:20,933
So things like overset charges, minimum attendee

427

00:22:20,933 --> 00:22:24,533
surcharges, corkage fees, service charges, and gratuities.

428

00:22:24,599 --> 00:22:27,650
Um, And then, lastly, for food

429

00:22:27,650 --> 00:22:28,666
and beverage pricing.

430

00:22:28,733 --> 00:22:31,733
When the event contract provides a

431

00:22:31,733 --> 00:22:35,566
confirmed price for food and beverage services,

432

00:22:35,633 --> 00:22:38,750
The client should require the venue or

433

00:22:38,750 --> 00:22:41,983
the caterer, whichever entity it is, to identify

434

00:22:42,000 --> 00:22:44,516
in writing in that final contract.

435

00:22:44,566 --> 00:22:48,166
Anything that's called conditions precedent.

436

00:22:48,233 --> 00:22:51,233
So conditions, precedent is

437

00:22:51,233 --> 00:22:54,233

my understanding, a legal term, that refers

438

00:22:54,233 --> 00:22:57,650
to any specific requirements or

439

00:22:57,650 --> 00:23:00,700
minimums or situations that must be

440

00:23:00,716 --> 00:23:04,549
met for the quoted pricing to apply.

441

00:23:04,616 --> 00:23:08,266
So in thinking about conditions precedent,

442

00:23:08,266 --> 00:23:12,099
examples of this might be, is there a minimum attendee

443

00:23:12,116 --> 00:23:15,283
count that is required to meet or

444

00:23:15,299 --> 00:23:16,849
exceed to get that pricing?

445

00:23:16,916 --> 00:23:19,916
Is there a service time limit

446

00:23:19,916 --> 00:23:21,716
for that pricing?

447

00:23:21,766 --> 00:23:24,283
In other words, it's, you know, breakfast is one.

448

00:23:24,349 --> 00:23:28,000
5 hours only or overtime starts to um, rack up.

449

00:23:28,133 --> 00:23:31,733
Uh, it might include use of facility charges.

450

00:23:31,799 --> 00:23:34,966

Um, it could be charges for last minute

451

00:23:34,966 --> 00:23:37,966

changes to menus or banquet event orders.

452

00:23:38,033 --> 00:23:41,150

I am seeing now, banquet event

453

00:23:41,150 --> 00:23:44,266

order, missed deadline fees,

454

00:23:44,266 --> 00:23:47,383

um, and surcharges for customized meals.

455

00:23:47,450 --> 00:23:50,683

So you want to know fully that

456

00:23:50,700 --> 00:23:54,900

all of the different scenarios in which you might encounter undisclosed

457

00:23:54,900 --> 00:23:58,133

fees when it relates to food and beverage and

458

00:23:58,133 --> 00:24:01,183

get those itemized in the final negotiated contract.

459

00:24:01,250 --> 00:24:05,083

All right,

460

00:24:05,099 --> 00:24:08,216

uh, staffing and service levels.

461

00:24:08,266 --> 00:24:11,916

So I was just on site last week with another planner to support them.

462

00:24:12,000 --> 00:24:16,316

And I was shocked at the consistent understaffing

463

00:24:16,316 --> 00:24:19,616

of the meeting space for everything from logistics

464

00:24:19,616 --> 00:24:22,250

support to food and beverage service staff.

465

00:24:22,316 --> 00:24:23,683

It was chronic.

466

00:24:23,750 --> 00:24:25,366

It was a known problem.

467

00:24:25,433 --> 00:24:28,666

It was even mentioned in discussions with

468

00:24:28,666 --> 00:24:31,783

some of the staff, and ultimately, it was the planner who

469

00:24:31,799 --> 00:24:33,833

had to work incredibly hard.

470

00:24:33,950 --> 00:24:36,400

to ensure the success of their meeting.

471

00:24:36,466 --> 00:24:39,466

I said it was like the on-site team was

472

00:24:39,466 --> 00:24:42,466

being polled for event delivery

473

00:24:42,466 --> 00:24:46,299

instead of supporting the planner and their needs.

474

00:24:46,433 --> 00:24:50,033

So the last topic I want to talk about for today is negotiating

475

00:24:50,033 --> 00:24:53,383

contract terms for staffing and service levels

476

00:24:53,400 --> 00:24:54,650

for food and beverage events.

477

00:24:54,716 --> 00:24:56,450

So one.

478

00:24:56,566 --> 00:24:59,316

Knowing and documenting.

479

00:24:59,400 --> 00:25:02,516

And of course, subject to change, local laws

480

00:25:02,516 --> 00:25:05,383

and regulations affecting food and beverage functions.

481

00:25:05,450 --> 00:25:08,750

So things that could be discussed are labor union regulations

482

00:25:08,750 --> 00:25:11,983

that limit the number of diners that service

483

00:25:12,000 --> 00:25:13,799

staff can serve at a banquet.

484

00:25:13,849 --> 00:25:17,616

Union pay scales for contracted services.

485

00:25:17,700 --> 00:25:21,000

Rules and regulations for overtime.

486

00:25:21,049 --> 00:25:24,650

And legal requirements for certifications

487

00:25:24,650 --> 00:25:26,500
for certain service staff.

488
00:25:26,633 --> 00:25:29,683
You will also may want to know

489
00:25:29,700 --> 00:25:32,750
when will the critical role of the CSM or the

490
00:25:32,750 --> 00:25:36,099
ESM, so conference services manager, or event

491
00:25:36,116 --> 00:25:39,416
services manager, be determined, and will

492
00:25:39,416 --> 00:25:42,116
they be available on site for the duration of the event?

493
00:25:42,166 --> 00:25:45,166
That might seem like a no-brainer, but times

494
00:25:45,166 --> 00:25:47,566
have changed and people are doing their jobs remotely.

495
00:25:47,633 --> 00:25:50,633
If it's important that you have a contact that is

496
00:25:50,633 --> 00:25:53,799
assigned at a certain time in the planning journey and is

497
00:25:53,816 --> 00:25:56,816
on site for you, then that needs to be negotiated and

498
00:25:56,816 --> 00:25:58,316
contracted.

499
00:25:58,433 --> 00:26:01,433
The group will want to most certainly

500

00:26:01,433 --> 00:26:05,200

discuss and negotiate, and then explicitly

501

00:26:05,216 --> 00:26:08,750

contract, mutually agreed upon staffing

502

00:26:08,750 --> 00:26:11,866

standards, and perform its expectations

503

00:26:11,866 --> 00:26:14,983

for the various types of food and beverage functions.

504

00:26:15,049 --> 00:26:18,650

So here I'm thinking of, let's say,

505

00:26:18,650 --> 00:26:22,183

uh, buffet line, uh, like a buffet station,

506

00:26:22,200 --> 00:26:23,216

one line, single side.

507

00:26:23,500 --> 00:26:26,516

How many attendees per single buffet line

508

00:26:26,516 --> 00:26:30,533

can go through over a specific duration of time.

509

00:26:30,599 --> 00:26:33,900

So we might think of a 100 attendees

510

00:26:33,900 --> 00:26:35,333

in 15 to 20 minutes.

511

00:26:35,400 --> 00:26:37,500

That is efficient service.

512

00:26:37,549 --> 00:26:40,966
What is the um, cut tracking

513
00:26:40,966 --> 00:26:44,133
entities performance standard regarding a

514
00:26:44,150 --> 00:26:45,466
single line of a buffet?

515
00:26:45,533 --> 00:26:48,583
You may think about plated events,

516
00:26:48,599 --> 00:26:51,950
how many servers per specific numbers of attendees?

517
00:26:52,016 --> 00:26:55,183
Um, if it's lunch and it's,

518
00:26:55,200 --> 00:26:57,716
um, distributed family style.

519
00:26:57,766 --> 00:26:59,799
There would be less service stuff.

520
00:26:59,816 --> 00:27:02,983
But, uh, if it's plated and it's,

521
00:27:03,000 --> 00:27:06,466
you know, set down all at the same time, um, at the table.

522
00:27:06,533 --> 00:27:10,066
That's an incredibly different service to

523
00:27:10,066 --> 00:27:12,466
attendee ratio that should be negotiated.

524
00:27:12,533 --> 00:27:15,466
Uh, you can think about open bars.

525

00:27:15,533 --> 00:27:18,533

How many attendees per bar can be served

526

00:27:18,533 --> 00:27:20,983

in a specific duration of time.

527

00:27:21,116 --> 00:27:24,166

Uh, if everyone uh, like the

528

00:27:24,166 --> 00:27:27,700

arrival pattern of your attendees to a reception.

529

00:27:27,766 --> 00:27:31,000

If everyone is coming at once, how many

530

00:27:31,016 --> 00:27:32,816

bars will you expect to have?

531

00:27:32,866 --> 00:27:36,033

And then there's also brand

532

00:27:36,049 --> 00:27:38,266

standards for service preparedness.

533

00:27:38,333 --> 00:27:41,750

So such as we are ready 15 minutes prior

534

00:27:41,750 --> 00:27:44,799

to the start time that's been indicated on the

535

00:27:44,816 --> 00:27:45,883

banquet event order.

536

00:27:45,950 --> 00:27:50,483

So getting some of those granular, um,

537

00:27:50,750 --> 00:27:54,416
execution elements down on paper gives

538
00:27:54,416 --> 00:27:57,766
you the group something measurable to

539
00:27:57,766 --> 00:28:02,133
take forward when you're looking at how did the supplier partner do.

540
00:28:02,216 --> 00:28:05,566
Uh, and finally, um,

541
00:28:05,566 --> 00:28:08,983
I want to look at um, number four, which

542
00:28:09,000 --> 00:28:12,116
is related to training and certifications of staff.

543
00:28:12,166 --> 00:28:15,166
The group will want to

544
00:28:15,166 --> 00:28:18,283
establish staff training and certifications

545
00:28:18,299 --> 00:28:21,833
for each shift during the

546
00:28:21,833 --> 00:28:25,066
event to ensure that the contracting entity staff

547
00:28:25,066 --> 00:28:28,066
are appropriately trained and certified

548
00:28:28,066 --> 00:28:31,116
for things like alcohol, consumption and

549
00:28:31,133 --> 00:28:32,450
refusal of service.

550

00:28:32,700 --> 00:28:34,133

So that might be smart, sir.

551

00:28:34,200 --> 00:28:37,666

Um, That's one program name.

552

00:28:37,733 --> 00:28:39,466

There's lots of them across North America.

553

00:28:40,000 --> 00:28:42,233

Um, food handling and food hygiene.

554

00:28:42,299 --> 00:28:44,700

Food allergens.

555

00:28:44,750 --> 00:28:48,099

So you can request that someone is specifically trained

556

00:28:48,116 --> 00:28:51,233

to address any attending

557

00:28:51,233 --> 00:28:53,450

needs that are allergen based.

558

00:28:53,516 --> 00:28:56,566

Uh, some procedures like Heimick

559

00:28:56,566 --> 00:28:59,799

maneuver and CPR training, perhaps even EpiPens

560

00:28:59,816 --> 00:29:03,533

and automated, um, AEDs,

561

00:29:03,533 --> 00:29:05,683

automated external defibrillators.

562

00:29:06,500 --> 00:29:08,866
Um, you know, how many of the staff were trained?

563
00:29:08,933 --> 00:29:09,400
Where are they?

564
00:29:09,466 --> 00:29:12,633
And you also may want

565
00:29:12,650 --> 00:29:15,700
to, uh, Confirm that there will be

566
00:29:15,716 --> 00:29:18,950
staff that are trained and have knowledge and awareness

567
00:29:18,950 --> 00:29:21,349
of religious dietary restrictions.

568
00:29:21,416 --> 00:29:21,733
So.

569
00:29:24,250 --> 00:29:24,833
All right.

570
00:29:24,900 --> 00:29:28,500
I think our time is probably, uh,

571
00:29:29,500 --> 00:29:32,566
and that's been a lot, and I've given you a lot of food

572
00:29:32,566 --> 00:29:35,233
for thought, and I have no pun intended there at all.

573
00:29:36,250 --> 00:29:39,349
Uh, these slides are just scratching the

574
00:29:39,349 --> 00:29:42,400
surface with contracting considerations

575

00:29:42,416 --> 00:29:43,666
in this modern landscape.

576

00:29:43,799 --> 00:29:46,799
If you are interested in learning more

577

00:29:46,799 --> 00:29:50,633
about contracting thoroughly and strategically

578

00:29:50,633 --> 00:29:53,866
for food and beverage events, I would encourage

579

00:29:53,866 --> 00:29:58,483
you to look at the certified event contract professional credentialed
program.

580

00:29:58,549 --> 00:30:01,549
I will tell you the food and beverage module

581

00:30:01,549 --> 00:30:05,266
is well over 5 hours of content alone.

582

00:30:05,333 --> 00:30:08,750
So you can find all sorts of information at

583

00:30:08,750 --> 00:30:11,733
CECP.plannerprotect.ca.

584

00:30:12,650 --> 00:30:15,400
And then 3 things before you leave.

585

00:30:15,466 --> 00:30:18,516
I hope you will join us for next month's

586

00:30:18,533 --> 00:30:22,133
episode on accessibility first, contracting events

587

00:30:22,133 --> 00:30:23,750
that welcome everyone.

588

00:30:23,750 --> 00:30:26,750
That's one month today, Wednesday, March 18th,

589

00:30:26,750 --> 00:30:29,866
and I'm incredibly honored to have Samantha Evans of

590

00:30:29,866 --> 00:30:32,866
the International Association of Accessibility Professionals

591

00:30:32,866 --> 00:30:33,883
as my special guest.

592

00:30:33,950 --> 00:30:36,950
Number two, remember that all

593

00:30:36,950 --> 00:30:40,066
event contracts exposed episodes are featured

594

00:30:40,066 --> 00:30:41,683
on Planer Protects YouTube channel.

595

00:30:41,750 --> 00:30:45,049
And finally, always

596

00:30:45,049 --> 00:30:48,216
remember, a well-negotiated event contract

597

00:30:48,233 --> 00:30:50,200
isn't just a document.

598

00:30:50,266 --> 00:30:53,733
It's your power, your protection, and

599

00:30:54,049 --> 00:30:55,299

your peace of mind.

600

00:30:55,366 --> 00:30:57,883

So, that's it for today.

601

00:30:57,950 --> 00:30:59,016

Thanks, folks.