

## **EXHIBIT C – CONCESSIONAIRE’S CODE OF CONDUCT (V.12)**

1. **OPERATION**: Concessionaire shall designate a competent full-time manager to oversee the day-to-day operations, who will act as primary point of contact for the City
2. **OFFICERS AND OWNERS**: No corporate officer or owner of Concessionaire in the immediately preceding 12-month period (each, a “corporate officer”), or any person owning, directly or indirectly, ten percent or more of the Concessionaire business in the preceding 12-month period (each, an “owner”) may have a prior history of four or more code violations relating to the operations of the Concession Area.
3. **QUALITY**: Concessionaire shall always offer high quality food, service, and cleanliness as evidenced by government inspections, minimal complaints to the City or consumer protection agencies, and (at a minimum) above-average ratings on online web-based platforms, social networking sites or online review sites such as Yelp, Google, and/or Trip Advisor.
4. **COMPLAINTS**: Concessionaire shall endeavor to operate free from complaints pertaining to the Concessionaire and/or the business establishment/restaurant. If a complaint is received, the concessionaire shall communicate with the complainant to attempt to respond to the complaint and correct any shortcomings in quality or service at the Concession. Concessionaire shall never communicate rudely or antagonistically with any complainant.
5. **DISCLOSURES**: A Concession must display or disclose, in writing, actual prices for food and drink menu item(s), and display or disclose, in writing, actual prices and accurate terms and conditions for any food and drink menu special(s). The displayed price for the food or drink menu item(s) or food and drink menu special(s) (and, if applicable, the terms and conditions for any food and drink menu special(s) must be in a size (font) and typeface, which is at least as large as the name of the menu item. Such prices (and, if applicable, terms and conditions) must be displayed adjacent to the name, description, photograph, and/or image of each menu item or menu special. All menu prices must be displayed in numeric format. A Concession may not charge a price that is greater than the price displayed or disclosed for any food or drink menu item(s) or food or drink menu special(s). In the event that a Concession patron makes a unique or special request for a food or drink menu item not listed on the menu, the Concession must disclose, to the patron, the price of the unique or specialty requested food or drink menu item, prior to agreeing to prepare the food or drink menu item. A menu that prominently displays the name of the Concessionaire; actual prices for food and drink menu item(s) and for food and drink menu special(s); and, if applicable, accurate terms and conditions for any food and drink menu special(s) must be provided to each sidewalk café patron.
6. **APPROVED MENU**: The sample menu approved for use by the Concession Area operator is attached hereto as Exhibit D. Any changes to the sample menu shall require the approval of the City Manager and attached as an exhibit to the Agreement.
7. **AUTOMATIC GRATUITIES**: A Concessionaire that automatically includes a gratuity, service charge, minimum charge, corkage fee, set up fee, sharing fee or charge, or other

similar charge, either in the price of the meal or drink or separately imposed for all items ordered, must display the actual percentage or amount of each such gratuity, charge, and/or fee on the menu and on the face of the customer's bill. If the Concessionaire automatically includes gratuity, service charge, or similar charge, the percentage and actual amount must also be listed on the document (whether physical or digital) that a customer is required to authorize a credit card payment. Additionally, if a space for an additional tip is provided to the customer on the credit card authorization, it must be labeled "ADDITIONAL TIP" if any gratuity or service charge was automatically added to the customer's bill. Finally, the menu, bill, and credit card authorization form must state that any automatically added service charge or gratuity is suggested only, and may be altered or eliminated by the customer, if they wish to do so. This disclosure serves to provide the customer notification that an automatic gratuity, charge, and/or fee is being included by the Concessionaire. The disclosure of each gratuity, charge, and fee within the menu must not be smaller than 14-point font, and the disclosure within the bill and/or credit card authorization must not be smaller than 12-point font.

8. **TAXES:** A Concessionaire that includes a gratuity or tip as a charge must separately itemize and state the actual amount of this charge on the face of the customer's bill and receipt, and such gratuity or tip must only be calculated based on the pre-tax sale amount of the food or drinks. Service charges that are not paid directly to the waitstaff, minimum charges, corkage fees, set up fees, sharing fees or charges, or other similar charges imposed by a Concessionaire as part of the charges for furnishing, serving, or preparing food products must be subject to sales tax and surtax. A Concessionaire must state the total combined percentage and amount of city, county, and state taxes on the face of the customer's bill and receipt, and must label such taxes accurately.
9. **HOSPITALITY TRAINING:** For Concessionaires operating on Ocean Drive, between 5th Street and 15th Street, every manager and every employee assigned to work in the Concession Area must successfully complete a hospitality training program. Each new manager and employee will also need to comply with this requirement. Concessionaire shall (i) maintain records on premises evidencing compliance with this subsection; and (ii) submit to the City Manager, on an annual basis, an affidavit, in the form provided by the City, confirming compliance with this subsection.
10. **HAWKING:** Concessionaire shall not:
  - a) solicit any pedestrian(s) located on the sidewalk abutting a Concession Area, or on the right of way within 20 feet of the outer perimeter of a Concession Area, for the purpose of inducing such pedestrian to patronize any business establishment or Concession, or purchase any food, beverage, product, or service, unless the pedestrian first affirmatively communicates a desire to receive information about the Concession's food, beverages, products, or services;
  - b) distribute any commercial handbill(s) (which is defined to mean any handbill, flyer, paper, document, dodger, circular, folder, booklet, letter, card, pamphlet, sheet, poster, sticker, banner, notice or other written, printed or painted matter or object that conveys any information about any good or service provided by a business) to any pedestrian(s) located on the sidewalk abutting a Concession

Area, or on the right-of-way within 20 feet of the outer perimeter of a Concession Area, unless the pedestrian first affirmatively communicates a desire to receive information about the sidewalk cafe's food, beverages, products, or services; and/or

- c) display any commercial handbill(s) in such a way that impedes, hinders, delays, or obstructs any pedestrian's(s') gait or path of travel.
11. **NOISE**: There shall be no live entertainment or speakers placed in the Concession Area unless expressly permitted as a special event permit, issued by the City's Special Events Permit Office. Concessionaire shall at all times operate its business in compliance with the City's noise ordinance.
  12. **OVERSIZE DRINKS**: Concessionaire voluntarily agrees not to serve or allow the consumption of any beverage on the public right of way that exceeds 22 ounces in size, except that standard bottles of unaltered wine up to 750 ml or water or champagne up to 1.5 L may be served at a table in the sidewalk cafe permit area.
  13. **SMOKING**: Participant voluntarily agrees not to allow smoking of any vapor-generating devices, including but not limited to hookah smoking, within the Concession Area.
  14. **UNIFORMS**: Participant voluntarily agrees to require all employees visible to the public to wear a uniform such as basic black or a logo bearing uniform produced by Participant.
  15. **CITY SUBSIDY**: In further and independent consideration for the agreement to comply with this Code of Conduct, the City agrees pay to the Concessionaire, in the form of a City Subsidy, over and above the other consideration provided herein, the amount of [\$125 x square feet].