

CHARITABLE GROUP WORK AGREEMENT

VenuWorks of Bemidji, LLC

Sanford Center

This Charitable Group Work Agreement (the "Agreement") is made this _____ day of _____, 2018 by and between VenuWorks of Bemidji, LLC Inc. d.b.a. Sanford Center – under a management contract with the City of Bemidji (hereinafter referred to as the LICENSOR) and

_____ ("LICENSEE"), a non-profit, tax exempt organization.

RECITALS

Whereas, LICENSEE is a non-profit, tax exempt group as defined in Section 501 of the Internal Revenue Code; and

Whereas, LICENSOR provides food and beverage services at a public event facility known as VenuWorks of Bemidji, LLC ("Facility"); and

Whereas, LICENSEE has requested LICENSOR desires to permit LICENSEE to engage in fundraising for civic, charitable, religious, or educational purpose by conducting concession operations at the Facility on the terms and conditions herein provide.

Now, therefore, in consideration of the premises and the mutual promises and agreements contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

- Concession Operations. LICENSOR agrees to allow and LICENSEE agrees to conduct concessions operations ("Concession Operations") at the facility, at such locations and on such dates and times, selling such products as LICENSOR may designate from time to time, in accordance with LICENSOR instructions. The Concession Operations shall be conducted in a courteous, efficient and safe manner. Any concession stand operated by LICENSEE must be staffed by member of the LICENSEE only.
- Term. The term of the Agreement shall be from **Sept. 1, 2018 through Aug. 31, 2019** unless sooner terminated in accordance with the terms of this Agreement. Notwithstanding the foregoing, either party may terminate this Agreement without cause upon ten (10) days prior written notice.
- Commissions. In consideration of its conduct of the Concessions Operations, LICENSEE shall receive commissions ("Commissions") in the amount of ten per cent **(10% Food Sales and 8% of beer sales)** of the net sales generated by LICENSEE Concession Operations at all events, as designated by LICENSOR. Net sales shall mean the actual sales from an event, less sales and any and all other applicable taxes.

A minimum payment of **two hundred and fifty (\$250.00)** per event will be made by LICENSOR to the groups concession operations provided staffing requirements have been met on time, no inventory shortages have occurred in excess of 1% and the stand has been verified by LICENSOR Management signature as clean each post event.

4. Method of Payment. All sums received by LICENSEE from Concession Operations will be turned over to LICENSOR on the same day as received. LICENSOR shall calculate the Commission payable to LICENSEE after deducting sales and any and all other taxes and any cash or inventory shortages occurring in the course of Concession Operations. **10% food and 8% beer commissions** due to LICENSEE will be paid in accordance with the regular payroll schedule of the Company.

5. Products. LICENSOR shall supply LICENSEE with all products to be sold by LICENSEE at the Facility. LICENSEE may only sell merchandise that is provided by LICENSOR. LICENSEE shall be responsible for any loss, damage, or theft of products in LICENSEE's possession. LICENSOR may deduct the retail value for any loss, damage, or stolen products from the Commissions otherwise payable to the LICENSEE.

6. Volunteers. LICENSEE shall provide a sufficient number of volunteers, as determined by LICENSOR to perform Concession Operations at each event. Such volunteers shall arrive at times designated by LICENSOR for each event. All volunteers shall be at least eighteen year old. All volunteers engaged in Concession Operations on LICENSEE behalf shall not, under any circumstances, be deemed to be employees of LICENSOR, and LICENSEE shall so advise each volunteer in writing in advance. At LICENSOR's option, each volunteer shall sign a statement acknowledging that he or she is providing time and effort for the benefit of LICENSEE, without intention of receiving wages or benefits. LICENSOR shall not be required to pay wages, or extend any benefits, to such volunteers for any wages or benefits. At least six LICENSEE members must participate in an LICENSOR concessions operations training program. At least one of these six members must be in attendance as the LICENSEE manager at each event for which LICENSEE is scheduled to be responsible for supervising LICENSEE's volunteers. LICENSOR management will communicate directly with such manager with regard to the Concession Operations. If such manager arrives later than one-half hour after scheduled check-in time for LICENSEE volunteers, LICENSOR shall have the option to cancel LICENSEE's Concession Operations for the event. Staffing level shall be determined by LICENSOR in its sole discretion. In the event LICENSEE fail to provide the requisite number of volunteers by the designated time, LICENSOR shall have the option to reassign LICENSEE to a different concession stand or cancel LICENSEE's Concession Operations for such event. If LICENSEE fails to provide the requisite number of volunteers by the designated time on two or more occasions, LICENSOR shall have the option to terminate this Agreement immediately.

7. Rules and Regulations. LICENSEE shall comply with all rules, regulations and policies established by LICENSOR for the conduct of Concessions Operations at the Facility, including, without limitations the Charitable Organization Concession Procedure, as well as other applicable federal, state, and local laws and regulations.

8. Indemnification. LICENSEE shall indemnify and hold LICENSOR harmless from any and all claims, litigation, damages, losses, expenses (including attorney's fees) arising by reason of LICENSEE's activities at the Facility, and for injury or damage to any person or property be reason of any of the foregoing including but not limited to workmen's compensation claims.

9. Cleaning. LICENSEE shall keep the areas under its management in sanitary condition during and after each event. LICENSOR may deduct a cleaning fee from Commissions otherwise payable to LICENSEE if a concession area assigned to LICENSEE not left in satisfactory condition.

10. Damage. LICENSEE will be responsible for any damage to its concession areas caused by its volunteers. LICENSOR may deduct such amounts from the Commissions otherwise payable to LICENSEE.

11. Uniforms. LICENSEE will abide by LICENSOR uniform policy at all times. All LICENSEE members should be in full uniform within fifteen minutes after arriving at the Facility. LICENSOR will withhold Commissions due LICENSEE in the amount value of any uniform issued by LICENSOR as a deposit until such time as the uniform is returned LICENSOR in good condition.

12. Tax Exempt Status. LICENSEE represents and warrants that it is, and shall remain throughout the Term, a nonprofit, tax exempt entity as defined in Section 501 of the Internal Revenue Code. A 1099 form will be sent from LICENSOR at the end of each calendar year for tax purposes.

13. Miscellaneous. This Agreement contains the entire understanding of the parties hereto with respect to the subject matter hereof and supersedes all previous written and oral agreements between the parties with respect to the subject matter set forth herein. This Agreement shall be deemed to be made in, and in all respects shall be interpreted, construed and governed by and in accordance with, the laws of the State of Minnesota.

Concession Stand Volunteer Groups:

1. In the event your group needs to cancel you will need to cancel within 14 days to remain in good standing with the Center.
2. Your group will need to ID and wristband all legal people wanting to purchase alcoholic beverages, failure to do so will result in your group being removed from working at the center and a fine up to \$200. Assume every alcohol purchaser is someone with the local police department doing compliance checks
3. You will need to show up with the total number of volunteers at the start time
4. All volunteers will need to come in through the employee entrance at the back gate 10
5. All uniforms are provided and laundered on property. If you do not want to use the uniform that is provided for you, you can purchase your own uniform a head of time for \$25 each. Uniforms must be on during your shift.
6. All inventory and cash will need to balance prior to the group leaving the stand
7. Check list must be finished prior to leaving the concession stand. Check list must be signed off by the concessions manager prior to leaving in order for payment to be processed.
8. Training will be provided at the beginning of each season and at least 2ppl from each group are required to have training prior to working.
9. TIPS training is offered to all groups at the beginning of each season
10. Each stand requires 6 to 8ppl (16yrs of age or older)- If less than 6ppl show up you are waiving 50% of your proceeds to the venue for the additional labor unless prior approval is given from the Director of Food and Beverage
11. Customer Services is Key! The group with the highest customer service rating will be given an additional \$500 at the end of the season.
12. All groups can bring 1 donation/Tip jar per stand that is labeled accurately such as: "donations for the XXX sport team thank you for your donation" or all tips go to support members of this team, etc. There are no individual tip cups allowed. All tips are accepted if unsolicited.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

VenuWorks of Bemidji, LLC Inc. d.b.a Sanford Center

Tiffany Vickaryous-Hubbard: _____
Director of Food & Beverage

Date : _____

LICENSEE

Group Lead Name: _____

Signature: _____

Email: _____

Phone Number: _____

Address: _____

Non-profit Federal ID #: _____

Date: _____