



GROUP CONTRACT FOR NON-PROFIT GROUPS

2011

This contract is entered into between The Pinellas Youth Symphony, a non-profit organization that represents itself to have qualified as tax-exempt under U.S.C.501(c)(3) (hereinafter referred to as the "Charity"), and **Volume Services, Inc.**, d/b/a Centerplate ("Centerplate"), in order to provide to the Charity a fund-raising opportunity at locations designated by Centerplate within the designated concession standards at **TROPICANA FIELD** ("Facility").

Pursuant to the terms and conditions described more particularly below, Centerplate will make contributions to the Charity for volunteers made available by the Charity for the purpose of occasional staffing of food and beverage locations and facilities to be provided by Centerplate at entertainment events at the Facility.

1. VOLUNTEERS

Volunteers must be 16 years of age and have identification on their person. Volunteers involved in the sale of alcoholic beverage must be 21 years of age. Violation of this policy will result in termination of contract. All entrants must be of legal working age and be assigned duties. All volunteers must stay in their assigned location. **Please note: Only volunteers who have signed an individual agreement, given valid proof of age and have been trained will be permitted to enter the concession stands or seating areas of Facility.** Volunteers shall not bring any unauthorized people or children into the stadium, seating areas or concession stands.

All volunteers will be recruited, assembled and supervised in the performance of their functions by the Charity, and all volunteers will be persons who are members of or persons otherwise affiliated with the Charity. All volunteers will be persons who, of their own sole and free volition are desirous of contributing their time and efforts to the fund raising activity of the Charity in the manner provided for in this Agreement.

No volunteer made available by the Charity for the purposes of this Agreement shall be regarded as an employee of Centerplate for any purpose.

No person recruited by the Charity will be accepted for the purposes of this Agreement who does not first execute and deliver to Centerplate an **Individual Volunteer Agreement** giving his or her express assent to the terms of this paragraph.

The Charity agrees further that it will not make available for the purposes of this Agreement any volunteer who expects to receive personal compensation, remuneration or reimbursement for any services performed or time expended in connection with any event covered by this Agreement. Moreover, the Charity warrants that it will not make available as volunteers any persons who are or thereby become dependent upon the Charity or Centerplate for food, clothing, shelter, medical care or any of the necessities of life.

2. STAFFING

Each stand made available by Centerplate will be staffed by a "group" provided by the Charity. Group sizes vary by location. The stands will vary in size from 2 to 20 points of sale. Generally, the appropriate staffing ration is 2.5 people for each point of sale. Therefore, the group size needed can range from 5 to 50 volunteers per stand. One of these individuals must be designated "Stand Leader," responsible for the activities of the stand and the volunteers staffing it, and another individual must be the designated "Cash Manager or Banker," responsible for the collection, counting and depositing of all sales. For the smaller stands, these may be the same person. **Because of Alcoholic Beverage Control regulations each person assigned to sell beer will have any valid permits required under law. Only those with valid permits will be allowed to serve Alcoholic Beverages.**

Centerplate reserves the right to cancel a stand, or reassign any group or groups provided by the Charity, if any group fails to have the required number of volunteers needed for staffing.

Reporting times are generally three (3) hours prior to an event for Stand Leaders and one (2) hours prior to event for all other stand volunteers. Exact times will change from event to event and will be announced.

Each group is required to stay until the stand chores are completed (cleaning, etc.). Each Stand Leader will be required to stay until the stand has completed all the required paperwork. Depending on the event, this may be near midnight or later. The entire group is responsible for the closing inventory count and for the cleaning of the stand upon closing, subject to the approval of the Centerplate Area Supervisor or Stand Manager.

Centerplate reserves the right to inspect your assigned permanent stand and or portable location to insure the proper closing/clean-up procedures are being followed per the Sanitation Check List provided. A \$100.00 re-cleaning charge will be assessed should your location fail this inspection, fail to stay the entire required time or fail to perform all duties.

3. TERM OF AGREEMENT

This agreement shall be in effect for 12 months of the season unless otherwise stated therein. Centerplate reserves the right to cancel a stand, or reassign any group or groups provided by the Charity at anytime of any group fails to have the required number of volunteers needed for staffing or if any Charity fails to abide by the rules stated in the "NPO or Civic Group Guidelines" (available on Centerplate's Infocenter)(hereinafter "Guidelines") or other guidelines issued to NPO Groups.

4. CONTRIBUTIONS

- A. A contribution will be made by Centerplate to the Charity for each group satisfactorily provided. Centerplate agrees to pay Charity 9-11% commission based on food sales and a 5% based on alcohol/beer sales and/or NA % based on merchandise sales after deduction of any applicable taxes. All Commission rates must be approved by Tre Lucas our VP of Optimization.

The Charity must provide a completed W-9 form, proof of insurance and have all contracts signed for the group and individual volunteers, and have all volunteers trained, before working an event.

- B. In the event Charity does not possess general liability insurance or provide a certificate of insurance naming Centerplate as an additional insured, an insurance charge of .5% will be assessed, thereby decreasing the commission from 5-11% to 4.5-10.5%.
- C. All shortages (the difference between potential sales and cash turned in) will be deducted from contributions due. Potential sales are determined by subtracting the ending inventory from the beginning inventory of all controllable items (cups, buns, etc.), deducting spoilage or waste and authorized employee meal items, and multiplying the result by the selling price of the items, Notwithstanding the above, all spoilage/excessive waste exceeding 0.5 percent of the product cost as a percentage of concession food sales (but not beer/alcohol sales) will be deducted from the commission due to the charity. The result is called potential sales. Overages are the property of Centerplate. All gratuities (tips) are the property of the Charity.
- D. In the event any Charity volunteer makes any claim or demand for personal compensation, monetary reward or seeks reimbursement for any losses, damages or expenses incurred in connection with services performed for the Charity under this Agreement, the amount of any such claim, demand or request for reimbursement may be deducted by Centerplate from the contribution payable by Centerplate to Charity under this Agreement.
- E. Contributions will be paid by Centerplate by check, and will be made approximately 40 to 45 days after the event.
- E. Centerplate will not be responsible for event cancellations.

F. SUPPLEMENTAL CONTRIBUTIONS. Centerplate will from time to time offer certain types of incentives with regard to sales increases etc. It will be the discretion of the Charity as to whether they participate in the program.

5. DRESS CODE

It is important that the food and beverage service present a professional image at the Facility and to the patrons at the Facility. Therefore, the Charity is expected to insure that all the volunteers provided by it follow certain standards and guidelines in appearance, actions and attitude when dealing with the public. **There are no exceptions to the dress code rules.** In the event any Charity volunteer fails to comply with the dress code, the Charity will immediately cease making such volunteer available at the Facility. With that in mind, it is agreed that all volunteers will be in the proper uniform while on duty. Centerplate may dock the Charity \$30 per volunteer not in compliance with the dress code.

NAME BADGE OR ID. Must be worn at all times.

SMOCKS. Smocks, if provided, must be worn at all time by group personnel.

PANTS: Pants must be tan khaki, ankle length and free of patches, rips, stains, patterns and fading. Baggy pants, tight fitting or spandex type materials are NOT PERMITTED.

SHOES: Sturdy, closed toe shoes are to be worn, with socks. Sneakers are acceptable. NO SANDLES, HIGH HEELS, FLIP FLOPS OR CROCS ALLOWED.

HATS/VISORS: Hats/Visors will be provided for each group. It is a health code requirement that everyone working with food and beverage must wear a hair restraint. Even with a hat, long hair must be tied back off the shoulders. Hats will be worn the way in which they are intended; bill straight forward, NOT BACKWARDS and NOT SIDEWAYS!!

APRONS. Aprons, if provided, must be worn

Any uniform items provided to Charity are to be returned at the end of each day. The cost of any missing item will be deducted from the contribution due to the Charity.

All volunteers must be in proper uniform before going to their designated locations. Any uniform items provided to the NPO are to be returned at the end of each day. The cost of any missing item will be deducted from the contribution due to the NPO.

6. ALCOHOLIC BEVERAGE SALES

It is very likely that each of the volunteers will be involved in the sale of alcoholic beverages. **Because of Alcoholic Beverage Control regulations each person assigned to sell beer will have a valid permit.** The Alcoholic Beverage Control Board license under which Centerplate is authorized to provide alcoholic beverages to the public at the Facility is very valuable, and each volunteer is therefore required to maintain high standards, to follow Centerplate's policies and guidelines explicitly and to abide by all laws that govern alcoholic beverage sales.

All volunteers must be familiar with the Alcoholic Beverage Sales provisions of the "Guidelines", and it is the responsibility of the Charity to insure that each volunteer provided by it know and abide by those provisions. ***ALL CHARITY VOLUNTEERS ARE REQUIRED TO VERIFY PROOF OF AGE OF A PATRON OR GUEST PRIOR TO SERVING ALCOHOL. ANYONE CITED BY THE POLICE OR AN AGENT OF THE ALCOHOLIC BEVERAGE CONTROL BOARD FOR SELLING ALCOHOLIC BEVERAGES TO A MINOR OR TO AN OBVIOUSLY INTOXICATED INDIVIDUAL IS SUBJECT TO PERSONAL ARREST. THIS CARRIES A FINE AND POSSIBLE JAIL SENTENCE. ANY FINES LEVIED ON CENTERPLATE DUE TO AN INFRACTION OF ALCOHOLIC BEVERAGE LAWS BY A CHARITY VOLUNTEER WILL BE DEDUCTED FROM THE CONTRIBUTION DUE TO THE CHARITY.***

No volunteer is allowed to consume alcoholic beverages on the grounds of the Facility.

Please refer to the "Guidelines" for the complete details of the policies and procedures governing the handling and sale of alcoholic beverages.

7. HEALTH DEPARTMENT REGULATIONS

Food service provided by Centerplate at the Facility operates under permit from state and local Health Departments. This permit requires that all operations be conducted according to the rules and regulations of the state and local health and safety code. All volunteers must comply fully with these regulations at all times.

8. GUIDELINES FOR NPO VOLUNTEERS

Each volunteer group supervisor will be issued a copy of the booklet entitled "NPO or Civic Group Guidelines" and a Stand Operation Handbook. All group volunteers will be expected to follow the regulations and Guidelines. A copy of the Guidelines and the Handbook is available in each permanent stand for reference. Any questions regarding appropriate procedures can be addressed to by the Centerplate Supervisors.

It is the responsibility of the "Stand Leader" to ensure that all volunteers are aware of and are following the regulations and guidelines found in the Non-Profit Group Manual and the Stand Operation Handbook.

9. INDEMNIFICATION

Charity agrees to defend and indemnify Centerplate, any present or former direct or indirect affiliated companies, parents, subsidiaries, or divisions, and its joint ventures, partners and clients, and each of their respective present and former officers, directors, employees, shareholders, owners, attorneys, agents, representatives, successors and assigns, from any and all losses resulting from, by or to a volunteer and shall maintain General Liability Insurance naming Centerplate and the above parties as additional insureds, with a minimum policy limit of \$1,000,000. Charity shall provide a certificate of insurance to Centerplate. In the event Charity does not possess general liability insurance or provide a certificate of insurance naming Centerplate and the above parties as an additional insured, an insurance charge will be assessed as outlined in Section 2, Contribution.

AS A DULY AUTHORIZED REPRESENTATIVE OF The Pinellas Youth Symphony, I UNDERSTAND, AGREE TO AND ACCEPT THE FOREGOING TERMS AND CONDITIONS AND WILL FOLLOW, AND INSURE THAT THE VOLUNTEERS PROVIDED PURSUANT TO THIS AGREEMENT WILL FOLLOW, ALL OF THE PROCEDURES MADE APPLICABLE BY THIS AGREEMENT. IF THE CITY OR ANY OF THE VOLUNTEERS PROVIDED BY IT UNDER THIS AGREEMENT ARE IN VIOLATION OF ANY OF THE REQUIREMENTS OF THIS AGREEMENT, CENTERPLATE HAS THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT ADVANCE NOTICE.

Authorized Representative of the Charity

Authorized Representative of Centerplate

Signature

Signature

Date

Date

Federal Tax-Exempt I.D. #

Contact Address

Contact Telephone

Contact Email