



Join the FUN!

River City Concessions is pleased to provide non-profits an opportunity to fundraise at Sutter Health Park during the baseball season. River City Concessions donated over \$240,000 in 2023, and we look forward to writing your group a very large check this season!

Local organizations just like yours, staff our storefronts during the game and receive a percentage of sales in return. It's that easy and we provide everything. Equipment, product, uniforms, training, and gameday support are just the start. We also offer free parking, employee discounts on tickets, meals, and potential bonuses!

What do we do?

It starts with a smile. Your volunteers will work as cashiers and provide basic services (serving hot dogs, salting pretzels, cutting pizzas, etc.) while making every fan feel welcomed. At the conclusion of the event, we ask our volunteers to restock the stand, do a surface level cleaning of all work areas, sweep the floors, and fill out some light paperwork. Simple and fun!

What are the requirements?

1. Fill out the attached application form.
2. Commit to a minimum of three games, with at least eight volunteers for each game.
3. Appoint at least one designated shift lead, that will need to attend part of one game other than the one you are volunteering. These shift leads must be present during each game you sign up for.
4. The shift lead, and at least one more volunteer, must have a valid California Food Handler's card, and RBS (Responsible Beverage Service) card.
5. All volunteers must be at least 18 years old, 50% of your volunteers must be over 21 years old.
6. All volunteers must be able to remain standing for at least 3 hours and lift at least 25 lbs.
7. All volunteers must adhere to uniform, cleanliness, and conduct standards.
8. All organizations must provide 501 3c documentation, W9, and COI





How much do we make?

Organizations receive a percentage of the stand based on how many staff members they bring:

Amount of Staff	
First 3 staff	1%
Every additional staff	1% per person
Maximum of 15 volunteers per stand per Game	
Bonuses	
Perfect Attendance (All staff signed up sign in and stay for duration of event)	Additional 1% of stand revenue!
Exceed Projected Sales (Average total revenue for that stand across all games on the same weekday in 2022+5%)	1%, then an additional 1% for every additional \$1,000 above target

*If the commission is less than \$80 per volunteer, we will pay out \$80 per volunteer in lieu of the stand revenue.

**If you can recruit enough volunteers to do two stands, the minimum and maximum volunteer count, as well as the payout structure, applies to each individual stand.

What comes next?

Fill out the attached application, and related paperwork. Once we receive the application, someone from the Food and Beverage office will reach out to you with some potential dates for your orientation and fundraiser.

Once we have you scheduled, we will send an information packet with information about parking, stadium policies, expectations, and discount information.

Thank you and we are excited to partner with you and your team this summer!



River City Concessions

2024

NON-PROFIT GROUP SERVICE AGREEMENT

This Non-Profit Group Service Agreement (the "Agreement"), dated this _____ day of _____, is entered by and between River City Concessions, LLC ("RCC") and:

(Name of Non-Profit Organization, which hereinafter shall be referred to as the "Group")

(Address)

(City)

(State)

(Zip Code)

(Phone Number)

(Group's Tax Identification Number)

Is this the same address as last season? Yes _____ No _____

In addition to this agreement, please provide:

- 2024 IRS Form W9, with a matching Tax ID number
- IRS 501c3 Authorization
- COI with named insured per section 5 paragraph D below:

Primary Group Leaders Contact Information

Name: _____

Daytime Phone Number _____

Evening Phone Number: _____

Cell Phone Number: _____

Email Address: _____

Alternate Group Leader's Contact Information

Name: _____

Daytime Phone Number _____

Evening Phone Number: _____

Cell Phone Number: _____

Email Address: _____

This "Agreement" is a seasonal "Agreement" valid for the period of date of signing until the end of the 2024 season. Group acknowledges that this "Agreement" is seasonal and does not in any way guarantee that group will be eligible for return to facility for future seasons.

THIS NON-PROFIT SERVICE AGREEMENT (the "Agreement"), dated this ____ day of _____, _____, is entered into by and between _____ (the "Group") and River City Concessions, LLC ("RCC").

WHEREAS, RCC has the right to serve food and beverage at Sutter Health Park (the "Facility") and it desires to use local, non-profit groups and their properly trained, highly motivated, and professional volunteers to provide services at certain of its concession areas, while also maximizing the benefit to the non-profit groups;

WHEREAS, individuals volunteer to perform services for and to the benefit of Group and its mission (the "Volunteers");

WHEREAS, Group has advised the Volunteers that a method by which they perform services for and to the benefit of Group and its mission is to provide services, without pay, at each concession stand, pantry, suite, seating area, or service area (collectively, the "Service Area") to RCC's guests;

WHEREAS, the Service Area will be operated by the unpaid Volunteers, who will be properly trained by Group, to perform services for the duration of all events in furtherance of the mutual goals and to the benefit of Group and RCC; and

WHEREAS, for a certain Donation (as that term is defined below), Group and all of its unpaid Volunteers are at least eighteen (18) years of age and will comply fully with all of the terms and conditions detailed in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

I. Group's Representations and Warranties

Group warrants, represents, covenants and agrees as follows:

A. Independent Contractor. Group is an independent contractor. **NEITHER GROUP NOR ITS VOLUNTEERS ARE RCC EMPLOYEES.** Neither Group nor its Volunteers shall represent directly or indirectly that they are employees, agents, or legal representatives of RCC. Group agrees the Volunteers shall not be considered RCC's employees under any circumstances, including, but not limited to, under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law.

B. Group Lead. Group shall designate an individual supervisor for each assigned Service Area within the Facility ("Group Lead"), who shall be responsible and accountable for the activities of Group and its Volunteers at the Service Area.

C. Training. As a precondition for eligibility to work at the Facility, all Volunteers shall attend and participate in all training sessions, as established by RCC, which shall be conducted by RCC. Group Leads shall attend a special orientation, which shall cover the terms of this Agreement and the operations at the facility and shall be responsible for communicating all required policies and procedures to the Volunteers.

D. Permits. To the extent permits are required by RCC, federal, state or local law, regulation or ordinance for either food handling or for the service of alcoholic beverages, all Volunteers shall comply with all laws, regulations and policies, including, but not limited to, those of RCC (e.g., proper food handling and alcohol service).

E. Legal Compliance. Group agrees to comply, at Group's own expense, with the provisions of all city, local, state, and federal laws, statutes, codes, ordinances, regulations and other requirements that are applicable to Group's and the Volunteers' performance of services under the Agreement. Volunteers shall at all times while operating a Service Area at the Facility pursuant to this Agreement comply with all applicable federal, state, and local laws, regulations, ordinances, and policies, including, but not limited to, those of RCC (e.g., proper food handling and alcohol service).

F. Alcohol Awareness. Group shall require each Volunteer who will be handling or serving alcohol at the Facility to attend an Alcohol Awareness Training session conducted by RCC for events at the Facility. Alcohol Awareness Training is mandatory, and Group will not allow any Volunteer to serve alcoholic beverages at the Facility who has not undergone such training. All **Volunteers who will be handling or serving alcohol shall be at least twenty-one (21) years of age**. Group has received, read, and agrees to comply with RCC's Responsible Alcohol Service Policy, which is expressly incorporated into this Agreement by reference. Group's failure to comply will result in termination of this Agreement, and may expose Group to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the alcoholic beverage industry. Your group lead must obtain a valid California Responsible Beverage Service certificate (RBS) before your event.

G. Ensure Compliance. Group accepts sole and exclusive responsibility for keeping the Volunteers informed of the specific terms and conditions of this Agreement and for ensuring their full compliance with the terms herein and with all laws, regulations or policies, including, but not limited to, policies imposed by the Facility and/or by RCC.

H. Tax Exempt Status. Group is a not-for-profit or charitable organization, as defined under federal and state laws, and is exempt from all applicable taxes. Group shall supply RCC with its Tax Identification Number/Employer Identification Number ("EIN") and all relevant documentation confirming its not-for-profit status, as defined under the Internal Revenue Code Section 501(c)(3), prior to executing this Agreement. If Group's EIN number changes for any reason, it is Group's sole responsibility to immediately inform RCC electronically, and to notify RCC in writing pursuant to Section V(O) below. Failure to provide an accurate EIN in a timely manner or providing a false EIN will result in immediate termination of this Agreement and may expose Group to legal liability risks (including, but not limited to, civil and/or criminal penalties imposed by federal tax laws), as well as indemnification obligations expressly imposed by this Agreement. Group further represents and warrants that no amount of the Donation will be used, in any way, to support or defeat any referendum, political candidate, political party, or ballot issue.

I. Minimum Age of Volunteers. All Volunteers must be at least eighteen (18) years of age.

II. Conduct of the Service Areas

A. Volunteers' Conduct. Group shall make sure that all of its Volunteers behave in a professional manner at all times while at the Facility. Group shall not permit, condone, or allow its Volunteers to consume or use alcoholic beverages, drugs, obscene/vulgar language or disruptive behavior anywhere in the Facility, including the parking areas. No tip solicitation by any Volunteer will be permitted. No Volunteer is to be in the Facility seats, boxes, suites, bars, restaurants, or viewing areas (collectively the "Seating Areas") at any time during the event, unless it is as part of their volunteering responsibilities.

B. Reporting. In order to have the Service Area fully operable, Group will assure that Volunteers report to their assigned Service Areas within the Facility at least two (2) hours prior to doors opening for an event. Each Volunteer shall accurately complete the Volunteer Attendance Sheet for each group, a copy of which is attached hereto and incorporated herein as Exhibit "A."

C. Access. Access to the Facility is permitted only to Volunteers specifically volunteering in Group's assigned Service Areas for the given event on the specific date. Group acknowledges that any unauthorized admission for events by any Volunteer shall be deemed as "theft of services" and may result in termination of this Agreement, in RCC's sole discretion.

D. Services. Group shall provide the designated number of Volunteers, as specified by RCC for each event. Group will keep each assigned Service Area open and shall provide the designated number of Volunteers until released by RCC. Group acknowledges that its failure to provide the specified number of Volunteers will produce a hardship for RCC, and may result in termination of this Agreement, in RCC's sole discretion.

E. Appearance. All Volunteers must comply with the appearance standards specified by RCC and the Facility. Group hereby agrees that it and its Volunteers will comply with uniform guidelines detailed on Exhibit "B," which is attached hereto and incorporated herein by reference.

F. Facility Rules and Regulations. All Volunteers must comply with the rules and regulations and guidelines as established by RCC management for the conduct of the concessions operation at the Facility as well as other applicable federal, state, and local regulatory laws. Group will provide each Volunteer with a copy of the Facility Rules and Regulations, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.

G. Food Handling. All Volunteers must follow federal, state, and local procedures, as specified by RCC, including RCC's policies, while handling, storing, preparing, and serving food. If a Volunteer is preparing, touching, or serving food, he or she must wear gloves at all times. Your group lead must obtain a California Food Handler's Card prior to your event.

H. Supply of Products. RCC will supply all products, equipment, and other supplies as required. Volunteers are specifically forbidden from bringing any product, equipment, or supplies either into or out of the Facility, including, but not limited to, any spoiled or unused food or event giveaways without prior written authorization from RCC. No product may be added to or removed from any location or Service Area without authorization from RCC. Volunteers shall not consume any products (other than meals provided to Volunteers by RCC) while at the Facility.

I. Operation of Equipment. Volunteers must take particular care not to damage or abuse the equipment, facility, space, or Service Area provided in any way. Group agrees that if any of its Volunteers are uncertain how to properly operate any piece of equipment, he or she shall notify RCC and request instructions prior to operating that piece of equipment.

J. Unauthorized or Unlawful Sale. Unauthorized product sale (e.g., refilling of any beverage cup) or unlawful sales or service by any Volunteer (e.g., furnishing alcoholic beverages to a consumer who is obviously intoxicated or under 21 years of age) shall be cause for termination of this Agreement, and may expose Group to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the food and beverage service industries.

K. Waste. Volunteers shall keep waste to an absolute minimum. At the conclusion of an event, RCC must verify any spoilage/waste to record on the final Service Area inventory report. The acceptable target goal per event is less than a 1% spoilage per items sold for beverage product, and less than 10% of items sold for food items. If Group incurs an amount of waste or spoilage over these target goals, this Agreement may be terminated in RCC's sole discretion.

L. Bags Subject to Search. All Volunteers' packages, including handbags and personal items, are subject to search upon entering and exiting the Facility. Bags, purses, and backpacks are not allowed in the Service Areas; however, upon prior request, exceptions may be allowed by RCC management at its sole discretion.

M. Food Quality. Under no conditions are perishable products to be reused from one event to the next. If any product is questionable in any way, Volunteers should not serve the product and shall contact RCC immediately. RCC shall make the final determination on whether such product is appropriate to be served.

N. Accurate Sales. No product is to be given away or consumed by Volunteers for any reason, unless authorized in writing by RCC. Volunteers shall charge correct prices for all items. Volunteers will sell all items in the specified controllable container. Sold, used items, or previously credited items may not be included in inventory for any reason. Violation of inventory and cash control rules will result in termination of this Agreement. Cash control rules may include, but will not be limited to: Completed Cashier logs; labeled cashier journal tapes; "z" tapes; drop slips; and GOS/POS system (Goods Out of Stock/Point of Sale).

O. Authority. Only RCC has the authority to change any items, portions, control techniques, or prices charged for any item. Nothing in this Agreement confers any right to Group for events, products, locations or Service Areas.

P. Volunteer Meals. RCC will provide a 50% discount for all meals consumed by Non-Profit Volunteers during their shift. RCC will designate "break areas" where Volunteers can eat or drink. When Volunteers leave a designated break area, they shall discard all refuse including, but not limited to, food and beverage items, into appropriate receptacles. RCC requires that the Volunteers break prior to the start of the event. Volunteers shall not smoke, drink, or eat at the Service Area.

Q. Side Deals. Group is forbidden from negotiating any "side deals" with RCC's on-site management staff, facility clients, event managers, and participants.

R. Cancellation Notice. Group must provide notice of cancellation of its participation for any event seven (7) days prior to the confirmed event. If the cancellation occurs without the appropriate prior notice, a cancellation fee of one hundred dollars (\$100.00) per stand will be reserved from Group's Donation. If Group cancels more than one event, Group may be terminated and could lose any future opportunities to participate in any fundraising programs with RCC. Event cancellations can happen with little notice and are not the responsibility of RCC and Group may not make claims against RCC if an event is cancelled.

S. Cashless Facility. Sutter Health Park is a cashless facility and Group **may not accept cash payments of any kind.**

III. RCC Control

A. Quantity of Volunteers. RCC will make all decisions relating to quantity of required Volunteers at each event and for each individual Service Area assigned to Group. We require a minimum of eight volunteers and allow a maximum of fifteen volunteers per stand..

B. Right to Restrict. RCC, in its sole discretion, reserves the right to ban Group or any of its Volunteers from the Facility.

C. Staffing Events. Designated location, staffing, and report times for each Group will be determined by RCC. The schedule of events at the Facility for the current season will be provided in advance by RCC.

IV. Donation

A. Donation. RCC agrees to pay a Donation (the "Donation") to Group, for food and beverage service locations which shall be an amount equal to 1% of the stands sales for the first three staff, and an additional 1% per each additional staff.

"Net Sales" means gross sales minus all inventory and cash shortages as determined by RCC in RCC's sole discretion, costs, fees, and taxes, including, but not limited to, the state sales tax and the tax for alcoholic beverage sales. Notwithstanding the foregoing, the parties understand and agree that gross sales derived from Client-issued meal vouchers shall equal the amount actually paid by the meal voucher holder for the food and beverages. Group represents and warrants that Donations received by Group from RCC shall not be used in any way to support or defeat any referendum, political candidate, party, or ballot issue. ***Modifications may be made to the donation distribution portion of the program unilaterally by RCC. If such changes are made, Group will be notified no less than 7 days of change or as applicable by law.***

B. Performance Bonus. In addition, Group can earn event-driven bonuses for achieving certain identified Sales Thresholds, Unit Sales Goals, etc... RCC, in its sole discretion, may pay Group, if eligible, a performance bonus based on criteria that may include, but not necessarily be limited to, the following: (i) attendance; (ii) post-season events; (iii) holiday events; (iv) staffing; (v) uniform appearance; (vi) punctuality; (vii) inventory and cash procedures; (viii) sales improvement; (ix) suggestive selling; (x) cleanliness; (xi) customer service; and (xii) Service Area appearance. Group will be notified in writing, prior to the event, if a performance bonus may apply.

C. Taxes. RCC is responsible for paying all applicable taxes for the products that it has purchased.

D. Tips. Only employees on the Sacramento River Cats Baseball Club, LLC payroll are eligible to earn tips.

E. Payment. Group's Donation will be shown on the final invoice that will be completed within seven (7) days following a homestand. RCC will pay the Donation by check distributed to the designated Group Lead or mailing address listed on this Agreement. Payment is net 45 days from date of event. All Donations will be made payable to Group's name, not to an individual. In the event any Group 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 Group under this Agreement, the amount of any such claim, demand or request for reimbursement may be deducted by RCC from the contribution payable by RCC to Group under this Agreement.

F. Donation Adjustment. In addition to Donation adjustments previously provided herein, RCC reserves the right, in its sole discretion, to adjust Donations due to Group to cover any incremental cost or lost revenues that it incurs because of Group's non-performance, poor performance, poor attendance, or for any other reason as judged by RCC management in its sole discretion. Non-performance includes, but is not limited to; excessive inventory shortages, Group's failure to accurately complete all assigned work at the Facility, or a failure of the Group to provide the appropriate number of Volunteers. Any deduction will take into account the cost (direct or indirect) to RCC in order to correct or complete the lack of performance or breach of this Agreement by Group or any of its Volunteers, which shall be determined in RCC's sole discretion. In the event Group does not possess general liability insurance or provide a certificate of insurance naming RCC as an additional insured, an insurance charge of one percent (1.0%) will be assessed.

G. Cleaning. RCC shall inspect Group's Service Area at the end of each event to ensure proper product storage, cleanliness and sanitation. If any of RCC's labor is required to complete the cleaning or the organization of the inventory, RCC will charge a fee of \$75 per location, and may terminate this Agreement in its sole discretion.

H. Uniforms. Each Volunteer provided by Group will report to the event dressed as indicated in the Uniform Guidelines, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. Group will purchase a shirt, hat, and a badge ("Uniform") for each Volunteer working prior to the beginning of the event. Group will sign for and acknowledge receipt of a specified quantity of Uniforms. Group will pay RCC \$25.00 per uniform. Any amount owed to RCC by Group pursuant to this provision shall be adjusted against the Donation.

I. Damage to Equipment. Any cost to repair or replace damaged equipment, beyond normal wear and tear, attributable to Group may result in termination of this Agreement at RCC's sole discretion.

J. Minimum Donation. Subject to the terms of this Article IV, RCC guarantees that Group's Donation will be, at a minimum, Eighty Dollars and No/100ths (\$80.00) per volunteer shift requested. The amount of the minimum donation will be determined prior to the date of the event if it is deemed to exceed the Eighty dollar minimum.

V. Miscellaneous

A. Wages, Benefits, and Tax Treatment. **Group agrees that it will not pay its Volunteers any wages, directly or indirectly, for their services under this Agreement.** Group agrees that its Volunteers are not entitled to unemployment compensation benefits in the event they cease to be Volunteers under this Agreement or in the event this Agreement terminates, or workers' compensation benefits in the event they are injured in any manner while performing services under this Agreement. Group will be solely responsible to pay all taxes and other withholdings, if any, in connection with Group's and its Volunteers' services under this Agreement under applicable law.

B. Indemnification. TO THE FULLEST EXTENT PERMITTED BY LAW, GROUP HEREBY INDEMNIFIES, DEFENDS, PROTECTS AND FOREVER HOLDS HARMLESS RCC, THE RCC PARTIES, AND THEIR RESPECTIVE AFFILIATES, OFFICERS, MEMBERS, MANAGERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES, SERVANTS, AGENTS, CONTRACTORS AND OTHER AUTHORIZED PERSONS (INCLUDING WITHOUT LIMITATION CONCESSIONAIRES)(COLLECTIVELY, THE "RCC INDEMNIFIED PARTIES"), AND EACH OF THEM, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, causes of action, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees, paraprofessional fees and court-related costs), of whatever kind or nature, in law, equity or otherwise, whether known or unknown, including without limitation, bodily injury, death, damage to or loss of personal property, business interruption, sickness, disease, injury or destruction of tangible property, compensation, or wages, whether Group's, the Volunteer's, RCC's Indemnitees or a third party's, or a breach of any representation, warranty or covenant in this Agreement or the Individual Indemnity and Release arising from or in any way based upon the activities of Group, its Volunteers at the Facility, or the breach of any representation, warranty or covenant contained in this Release all as such may in any way be related to or result, directly or indirectly, from Group's or any Volunteer's performance of services or presence at the Facility, whether or not it is claimed or found to be resulting in whole or in part from negligence by RCC or RCC's agents or employees or otherwise in connection with RCC's Indemnitees, including, but not limited to, RCC, this Agreement, the Volunteers, the Individual Indemnity and Release, or the Facility, or the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations, or constitution, or common law.

C. Individual Indemnity and Release. It is Group's responsibility to ensure that prior to performing services at the Facility, each Volunteer must receive, fully understand, and sign both a Volunteer Registration Form and an Individual Indemnity and Release, the latter of which releases RCC's Indemnitees from legal liability and certain responsibilities, all as more fully set forth in said documents, copies of which are attached hereto as Exhibit "F" and incorporated herein by reference. Group has the sole and exclusive responsibility to ensure that none of the Volunteers perform services at the Facility without first signing the Volunteer Registration Form and Individual Indemnity and Release. If Group fails to obtain a valid and fully executed Volunteer Registration Form and Individual Indemnity and Release from each and every Volunteer before such Volunteer performs services at the Facility, Group shall defend, indemnify, protect and forever hold harmless RCC's Indemnitees from and against any and all Claims in any way related to, or resulting directly or indirectly from, such Volunteer.

D. Insurance. Group shall procure, and shall maintain in full force and effect at all times during the term of this Agreement, insurance against risks as is customarily carried, paying as the same become due all premiums thereof, including, without limitation:

(i) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. The each occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverage. Such insurance shall include coverage for products-completed operations liability, personal injury, property damage and bodily injury liability.

(ii) The following entities are to be named as additional insured with respect to Commercial General Liability coverage:

SBH Baseball, LLC, Sacramento Basketball Holdings, LLC and Sacramento Kings Limited Partnership, Sacramento River Cats Baseball Club, LLC, River City Stadium Management, LLC, River City Parking, LLC, River City Freeze, LLC, River City Concessions, LLC, River City Land Holding Company, LLC, City of West Sacramento, its officers, officials, employees and volunteers, County of Sacramento, County of Yolo, River City Regional Stadium Financing Authority, BNY Western Trust Company, River Cats Foundation, Inc. and all of these entities respective related partnerships, affiliates, corporations and limited liability companies, whether currently existing or hereafter formed, and specifically including all of their respective owners, partners, shareholders, members, officers, directors, managers, trustees, agents, employees and representatives, all as their interests may appear.

(iii) Upon execution of this Agreement, Group shall deliver a Certificate of Insurance to RCC evidencing the required insurance coverage.

E. Personal Loss. It is agreed and understood that neither RCC nor the Facility is responsible for any personal belongings lost, stolen or damaged while inside the Facility, including the parking areas.

F. Confidentiality. Group agrees that neither Group nor its Volunteers will disclose any information, not already known to the public, regarding RCC, and/or any other confidential information it receives during the term of this Agreement.

G. No Authority. Neither Group nor its Volunteers have any authority, actual or apparent, to bind RCC to any contract, agreement, or obligation. Neither Group nor its Volunteers will take any action which may lead any person or entity to believe Group has the authority, apparent or otherwise, to bind RCC to any agreement or obligation including, but not limited to, resolution of customer complaints. Parties to this Agreement are not and will not be considered partners, joint ventures or agents of each and none of them have the power to bind or obligate each other.

H. Assignment. This Agreement cannot be assigned by Group. RCC, in its sole discretion, may assign this Agreement to any of its related or affiliated entities, which are managing food service operations at the Facility.

J. Entire Agreement. This Agreement represents the entire agreement between RCC and Group. The terms and conditions of this Agreement supersede all prior negotiations, representations, or agreements, either written or oral. Business conditions may occasionally dictate modifications to the specific terms of this Agreement; however, no changes shall be binding on the parties unless reduced to writing and signed by RCC and Group.

K. Governing Law and Forum. This Agreement shall be construed, governed, and enforced under the laws of the State of California without regard to its conflict of law's provisions. Any dispute regarding this Agreement will be decided by a court of competent jurisdiction located in the State of California.

L. Headings. The headings in this Agreement are intended for convenience and do not have any legal significance.

M. Modifications. All aspects of this Agreement must be put in writing at all times. RCC's contractual commitment must be reviewed by and signed by RCC's authorized representative.

N. Termination. RCC reserves the right to cancel or terminate this Agreement at any time for any reason. Failure to adhere to any of this Agreement's terms without RCC's approval may result in fee assessments, reduced Donations, temporary suspension, or termination of this Agreement, all in RCC's sole discretion.

O. Notice. Any notice required by this Agreement shall be in writing and shall be sent either by U.S. Postal Service via certified mail, return receipt requested, or by traceable overnight courier service to the addresses set forth below:

RCC

GROUP

Accounting/Legal Department
400 Ballpark Drive
West Sacramento, CA 95691

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

NON-PROFIT GROUP

TAX IDENTIFICATION NUMBER

**GROUP'S REPRESENTATIVE
RIVER CITY CONCESSIONS, LLC**

By: _____ By: _____

As Its: _____ As Its: _____

Date: _____ Date: _____

EXHIBIT "A"

VOLUNTEER ATTENDANCE SHEET

Print Volunteer's Name	Printed Last Name
1.	
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EXHIBIT "B"

UNIFORM GUIDELINES

Badges

- receive name badge with group name on it.

ABSOLUTELY NO REFERENCES TO OTHER TEAMS

Jewelry

- You may wear your wedding band. A medical alert necklace, bracelet, or ankle bracelet is acceptable.

UNIFORM SHIRTS: All shirts are to be returned at the end of the night unless you have purchased it.

- Restaurant storefront will have a specific uniform shirt with logo.
- Premiums Level will wear designated shirts with logo.
- Food safety you **MUST** wear a hat or hair net in food prep area.
- Hat/Visor NOT to be worn backwards, sideways, upside down or around the neck
- Hair longer than shoulder length **MUST** be in a braid or bun
- All hair must be pulled away from the face and under the hat
- Face Masks must be worn at all times while in the facility

○ **BADGE/NAME TAG**

Pick up your badge with group name at check-in and wear at all times
Leave at check out. Do not take them home or leave on the uniform shirt.

○ **BOTTOMS**

Black Pants or mid-thigh length shorts (Inseam no shorter than 7 inches).
Absolutely NO jeans, sweat pants, athletic pants, yoga pants
If you have belt loops, a plain black belt **MUST** be worn

○ **SHOES**

Closed foot and comfortable shoes
Must be closed around the entire foot
NO open toed shoes, sandals or Crocs

○ **Tattoos**

Excessive or inappropriate tattoos, as determined by management not permitted.

EXHIBIT "C"

FACILITY RULES AND REGULATIONS

- **GROUPS MUST ENTER AND EXIT ONLY THROUGH THE EMPLOYEE ENTRANCE. NO EXCEPTIONS.**
- **All volunteers must sign in at the check in table when arriving and sign out when leaving.** This is how we verify the number of volunteers for donation payment.
- **All personal belongings, jackets, coats, bags, etc. are not allowed within storefront or premiums locations. Please leave in your car or at home.**

No cell phone use, while in uniform and in public view

No eating or drinking in guest view or within concessions location

No gum chewing

No viewing or entry into seating areas during event, sound checks, etc.

Volunteers are not authorized to solicit autographs.

Volunteers are not to participate in building promotions, e.g. No taking giveaways that are intended for guests.

No smoking is allowed in the building, venue or while in uniform

Group leaders must stay until they are checked out by RCC management

All group leaders must verify opening and closing inventory counts

All paperwork must be signed and dated, all volunteers are to sign the back of the stand sheet

All business or media inquiries should be referred to RCC management

NO FOOD is to be taken from the building after events.

• EXHIBIT "E"

INDIVIDUAL INDEMNITY AND RELEASE

THIS INDIVIDUAL INDEMNITY AND RELEASE (this "Release") is made as of the ____ day of _____, _____, by the undersigned individual volunteer ("Volunteer") for _____ ("Group") in favor of River City Concessions, LLC ("RCC").

In consideration of RCC's consent to the entry of the Volunteer in the Facility and RCC's donation to the Group in which Volunteer has Volunteered their time, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Volunteer hereby agrees as follows:

1. The performance of volunteer services by Volunteer at the Facility shall not create an employment relationship between the Volunteer and RCC. Neither Group nor Volunteer are RCC employees.

2. Volunteer acknowledges and agrees that Volunteer: (a) is a Volunteer on behalf of Group, which is a non-profit agency or organization, (b) is not a RCC employee, and (c) is not receiving any money from RCC or Group for the volunteer services.

3. Volunteer will abide by all rules, regulations, policies and procedures of RCC, the Facility and all applicable local, state and federal laws, rules, regulations and ordinances in connection with Volunteer's activities at the Facility.

4. Group has reviewed with Volunteer the terms of Group's Agreement with RCC, and Volunteer agrees to abide by all of its terms as they relate to Volunteer.

5. To the fullest extent permitted by law, Volunteer hereby indemnifies, defends, protects and forever holds harmless and fully and completely waives, releases and forever discharges River City Concessions, Sacramento River Cats, and each of these entities' respective partners, affiliates, shareholders, directors, officers, employees, agents, contractors, attorneys, successors, assigns and each of its and their respective partners, shareholders, directors, officers, employees, agents, and representatives (collectively, the "RCC Indemnitees"), from and against any and all claims, charges, complaints, actions, causes of action, lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs and/or any other liabilities of any kind, nature, description, or character whatsoever (the "Claims") as such may in any way be related to or result, directly or indirectly, from Volunteer's performance of services or presence at the Facility or otherwise in connection with RCC, the Agreement, Group, this Release, or the Facility, including, but not limited to, Claims under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law.

6. VOLUNTEER, HEREBY (i) ASSUMES ALL RISKS, WHETHER FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE (INCLUDING LOSS OF PERSONAL BELONGINGS) ASSOCIATED WITH THE PERFORMANCE OF ANY SERVICES OR PRESENCE AT THE FACILITY, (ii) FORMALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS AND CLAIMS FOR INJURIES (INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION COVERAGE), DEATH OR PROPERTY DAMAGE SUSTAINED OR SUFFERED AS A RESULT OF, OR IN CONNECTION WITH, VOLUNTEER'S PERFORMANCE OF SERVICES OR PRESENCE AT THE FACILITY, IN ANY FORM OR FASHION; (iii) HEREBY AGREES NOT TO SEEK DAMAGES OR ANY OTHER REMEDIES FROM INDEMNITEES OR THEIR RESPECTIVE INSURERS IN ANY WAY ASSOCIATED WITH VOLUNTEER'S PERFORMANCE OF SERVICES OR PRESENCE AT THE FACILITY; AND (iv) AGREES THAT VOLUNTEER WILL NOT BE COVERED UNDER ANY CIRCUMSTANCES UNDER RCC'S INSURANCE POLICIES.

By signing in the space provided below, the undersigned hereby expressly agrees to be bound by all of the terms contained herein. Refer to Exhibit "E"

Print Name

Signature

Date

20 horizontal lines for signature and date entry.