



Not for Profit Group Agreement

This Agreement is entered into as of April 1, 2024, by and between Ovations Food Services, LP, d/b/a OVG Hospitality Food Services & Hospitality, a Pennsylvania limited partnership, with an address at Altoona Curve, 1000 Park Avenue, Altoona, PA 16602 (“OVG Hospitality”), and , a not-for-profit corporation formed under the laws of the State of Pennsylvania with an address at (“Group”).

BACKGROUND

Group is a not-for-profit corporation which is a charitable, tax-exempt organization pursuant to the Internal Revenue Code. OVG Hospitality is the contracted food and beverage service provider at the Altoona Curve (the “Facility”). Group desires to engage in fund raising activities by using its non-paid volunteers to operate an assigned concession location at the Facility during certain events as specified by OVG Hospitality.

NOW THEREFORE, the parties hereto agree as follows:

- Sale of Concessions.** OVG Hospitality hereby grants Group the right to sell concession products as identified by OVG Hospitality from time to time (“Products”), during certain events at the Facility as determined by OVG Hospitality in its sole discretion (each, an “Event”). OVG Hospitality does not guarantee that Group will service any minimum number of events. All services by the Group shall be performed at the specific concession stand and/or portable designated by OVG Hospitality, unless otherwise determined by OVG Hospitality.
- Volunteers.** Group shall provide all services hereunder through its bona fide, active, unpaid volunteers. Group shall be required to have the number of volunteers at each Event as shall be specified by OVG Hospitality. All volunteers must be at least sixteen (16) years of age if they are not handling or serving alcohol, and at least the state-mandated minimum age to handle or serve alcohol (which may be 18 or 21 years of age, depending on the state). OVG Hospitality shall specify a time at which all volunteers must be present at the Facility prior to each Event. If at any time it becomes necessary for OVG Hospitality personnel to help Group work the concessions stand because the Group did not provide the required number of volunteers, OVG Hospitality shall deduct from Group’s Fee (as defined in Section 9 below) an amount as set forth on Exhibit “A”, Part I (Fee). Group represents and warrants that all services to be performed by its volunteers shall be performed in a courteous and efficient manner, in accordance with the policies, procedures and directives of OVG Hospitality and consistent with all terms of this Agreement.
- Volunteer Status.** Prior to performing any services under this Agreement, Group shall provide OVG Hospitality with a list of volunteers who will be perform services for the Group under this Agreement, including their contact information. Group hereby acknowledges, on its behalf and on behalf of the volunteers, that the services to be performed by the volunteers and time and effort they provide under this Agreement are for the benefit of the Group and that the volunteers do not desire or expect any compensation for any services. **THE VOLUNTEERS SHALL NOT BE COMPENSATED FOR THEIR WORK.** Prior to performing any services at the Facility, all volunteers are required to sign and return an Acknowledgment and Release Form (if under age 18, such volunteer’s parent or guardian must sign), confirming, among other things, their understanding and agreement that they will not be paid for their work and providing a release of claims. Volunteers shall be volunteers of Group, and shall not be considered to be employees, agents or contractors of OVG Hospitality in any way. OVG Hospitality shall have no obligation to compensate or provide any benefits to such volunteers. Volunteers shall work under the direction and supervision of their Stand Manager, as more fully set forth in Section 6 below. OVG Hospitality shall have the right to require Group to remove from the Facility any volunteer for violation of OVG

Hospitality's policies, rules, and regulations, or if otherwise determined by OVG Hospitality to be in its best interests. In such case, such volunteer shall not be permitted to work at the Facility under this Agreement unless agreed to by OVG Hospitality in writing.

4. **Training of Volunteers.** OVG Hospitality shall provide reasonable training to the volunteers. Group shall ensure that all volunteers shall abide by the guidelines and comply with the requirements set forth in Exhibit A, Part IV (Training). Only those volunteers that have successfully completed all items described on Exhibit A, Part IV (Training) will be allowed to service any events and participate under this Agreement.
5. **Uniforms.** Group Volunteers will comply with the uniform guidelines set forth in Exhibit A, Part II (Uniform). Any volunteer failing to conform to proper uniform standards shall be considered "not work ready" and may be precluded from working.
6. **Parking.** Group Volunteers will comply with the parking rules set forth in Exhibit A, Part III (Parking).
7. **Stand Manager and Assistant Stand Manager.** Group will designate one or more volunteers as Stand Managers and notify OVG Hospitality of the identity and contact information for that person or persons. These volunteers must successfully complete Stand Leader training in addition to the mandated volunteer orientation prior to serving as Stand Manager at any Event. The Stand Managers shall be responsible for overseeing and coordinating all services to be provided by Group pursuant to this Agreement, including but not limited to: (a) organizing the necessary volunteers for each event and managing, overseeing and supervising such volunteers, (b) relaying communications between Group volunteers and OVG Hospitality, (c) enforcing OVG Hospitality policies pertaining to volunteer operational and guest service functions, (d) ensuring each volunteer signs the sign-in sheet prior to each event, (e) ensuring the concessions stand is clean and prepared prior to each event, (f) counting inventory with OVG Hospitality personnel prior to and after each event, and (g) ensuring the concessions stand is clean and secured after each event. A Stand Manager shall be required to be present at all Facility events at which the Group provides services. Failure to provide a properly trained Stand Manager shall subject to the Group to a deduction from the Group's Fee in the amount set forth on Exhibit "A", Part I (Fee). Group shall also designate a volunteer as Assistant Stand Manager for each Event. The Assistant Stand Manager shall assist the Stand Manager in the performance of his/her duties under this Agreement. The Stand Manager shall follow all directions and instructions from OVG Hospitality personnel in the performance of his/her duties hereunder.
8. **Additional Duties of Group.** Group shall perform and comply with the duties and obligations set forth on Exhibit "B" hereto.
9. **Products to be Sold; Inventory Count.** OVG Hospitality shall supply Group with all Products to be sold to patrons at Events. At the beginning of each Event, the Stand Manager shall count inventory and verify the inventory count with a OVG Hospitality supervisor. Any discrepancies shall be verified with a OVG Hospitality supervisor prior to opening the concession location. It is the Group's responsibility to monitor and supervise all inventories while the Event is in session. At the end of each Event, the Stand Manager shall count the inventory, balance the stand sheet, and verify the inventory count with a OVG Hospitality supervisor. The Assistant Stand Manager shall count the money collected for the sale of Products. Group acknowledges that the person who counts the inventory (the Stand Manager) must be a different person than the person who counts the money (the Assistant Stand Manager).
10. **Cash Handling Procedures.** After each scheduled event at which Group provides services, all cash collected by Group during event shall be counted by the Assistant Stand Manager and taken to the designated OVG Hospitality personnel to be verified. After the cash is counted, the Assistant Stand Manager shall take a Cash Control Form (to be provided by OVG Hospitality) directly to OVG Hospitality' head cashier. Cash Control Forms shall not be taken back to the concession stand. Before leaving at the end of each Event, Group shall be given a signed copy of their Cash Control Form (which shall indicate Cash Shortage Amount, if any), initialed by a OVG Hospitality representative. The Cash Shortage Amount shall be the difference between (a) the total retail value of all Products inventoried before the event less the retail value of all Products inventoried after the event, minus (b) the

amount of cash collected by Group during the event. Cash Shortages in excess of 0.5% of gross sales shall be deducted from the Group's Fee, as more fully set forth in Section 11 below.

11. **Payment for Services.** In consideration for the series provided by Group, Group shall be paid a "Fee" based on guidelines set forth on Exhibit A, Part I (10%), less (b) any deductions for Cash Shortage Amounts in excess of 1.0% of gross sales, and other deductions as described herein and on Exhibit "A", Part I (10%). The Group will be provided with a written calculation of the Fee. Group shall provide OVG Hospitality with the Group's Federal Tax Identification Number before any payment will be made. Payment shall be made to Group by check twice monthly (as applicable), except that the final payment each season shall be held by OVG Hospitality until Group returns the uniforms provided by OVG Hospitality. Deductions may be made from such payment by OVG Hospitality to cover the cost of lost, unreturned or damaged/unusable uniform items.
12. **Deficient Service by Group.** In the event of any deficiency in the services performed by the Group (as determined by OVG Hospitality in its sole discretion), OVG Hospitality may notify Group and Group shall immediately take steps to correct such deficiency. The Group's failure to do so shall be considered a material breach by Group hereunder and entitle OVG Hospitality to terminate this Agreement immediately.
13. **Term and Termination.** The term of this Agreement shall be one (1) year from the date of execution of this Agreement, provided, however, OVG Hospitality shall have the right to terminate this Agreement immediately and without liability upon notice to Group at any time for the convenience of OVG Hospitality. Without limiting the foregoing, OVG Hospitality may terminate this Agreement immediately if Group breaches or fails to perform any terms of this Agreement, if OVG Hospitality determines that there exists any deficiency in Group's service, if Group fails or refuses to adequately staff the concession stand for any Event, if OVG Hospitality's contract to provide food and beverage service at the Facility ceases, or if there exists any other situation which, in the sole discretion of OVG Hospitality, makes continuation of this Agreement detrimental to the interests of OVG Hospitality or the Facility.
14. **Compliance with Laws.** Group and its volunteers shall comply with all applicable OVG Hospitality and Facility rules, regulation, policies and procedures, including without limitation those relating to the sale, servicing and consumption of alcoholic beverages and food safety/handling. Group and its volunteers shall also comply at all times with all applicable Federal, State and local laws, rules, ordinances and regulations. Group shall defend, indemnify and hold harmless OVG Hospitality from any and all liability, losses, costs (including without limitation reasonable attorneys' fees and court costs), claims and penalties arising from a breach by Group or its volunteers of this Section 14.
15. **Insurance.** Prior to performing any services under this Agreement, Group shall secure a Commercial General Liability policy. Such policy shall include endorsements stating that coverage will be primary and noncontributory with any other policy insuring OVG Hospitality, the Facility, the manager of the Facility ("Manager") or owner of the Facility ("Owner"). The Group shall provide a certificate of insurance to OVG Hospitality in a form acceptable to OVG Hospitality evidencing this coverage. The certificate shall evidence liability coverage of at least one million dollars (\$1,000,000) per occurrence, and shall list each of OVG Hospitality, the Facility, the Manager and the Owner, and their respective officers, directors, agents, employees, successors and assigns, as additional insureds. Group shall provide such certificate to OVG Hospitality prior to performing any services hereunder. The certificate shall state that such coverage shall not be changed or canceled without giving OVG Hospitality at least 30 days' prior written notice.
16. **Indemnification.** Group shall indemnify, defend and hold harmless OVG Hospitality, the Manager, the Owner and the Facility, and each of their respective officers, directors, agents, employees, affiliates, successors and assigns (collectively, the "Indemnitees"), from and against any and all losses, damages, claims, costs, expenses (including reasonable attorney's fees and court costs), liabilities, judgments, fines and penalties arising out of or related to any actual or alleged (a) acts, omissions, negligence, or willful misconduct or Group or any of its volunteers or representatives, (b) violation of any law, rule or regulation, of or by Group or any of its volunteers or representatives, (c) any breach of this Agreement by Group, or (d) any claims by any volunteer or representative of Group for compensation from OVG Hospitality or otherwise based on an alleged employment relationship with OVG Hospitality. Group acknowledges and agrees that the Indemnitees shall be third party

beneficiaries with regard to this Section 16 of this Agreement. This Section 16 shall survive expiration or termination of this Agreement.

17. **Release.** Group hereby releases and discharges OVG Hospitality and the Indemnitees from any and all claims, liabilities, damages, and expenses, including bodily injury or death, arising out of or in connection with this Agreement or any performance hereunder. Group acknowledges and agrees that the Indemnitees shall be third party beneficiaries with regard to this Section 17 of this Agreement.
18. **Representations, Warranties and Covenants of Group.** Group hereby represents and warrants to OVG Hospitality that (a) it is a charitable, tax-exempt organization pursuant to the Internal Revenue Code, as amended, and that its status as such is presently in good standing with the Internal Revenue Service and shall at all times during the term hereof remain in good standing as such, (b) it has full legal right, title, power and authority to enter into this Agreement and perform the obligations of Group hereunder, and that no third party consent or approval is required to do so, and (c) this Agreement has been duly executed and delivered by Group and constitutes a valid and binding obligation of Group, enforceable in accordance with its terms.
19. **Notices.** All notices required or permitted to be given under this Agreement shall be given in writing and shall be considered given if delivered or sent by certified mail or overnight mail to the following address (which may be changed by a party hereto upon notice to the other):

If to OVG Hospitality:
OVG Hospitality
Altoona Curve
1000 Park Avenue
Altoona, PA 16602

If to Group:
_____ (Group Name)
_____ (Group Leader Name)
_____ (Group Address)
_____ (Group City, State, Zip)

With a copy to:
OVG Hospitality
150 Rouse Blvd.
Philadelphia, PA 19112
Attn: Legal Department

20. **Miscellaneous.** The Agreements shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and permitted assigns. This Agreement may not be assigned by Group, and Group's duties and obligations shall not be subcontracted or delegated to any third party, without the prior written consent of OVG Hospitality. Failure of any party to exercise promptly any right herein granted, or to require strict performance of any obligation undertaken herein by the other parties, shall not be deemed to be a waiver of such right or of the right to demand subsequent performance of any and all obligations herein undertaken by the other parties. This Agreement (including its exhibits) constitutes the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior negotiations, understandings and agreements, whether oral or written, with respect thereto. This Agreement may not be amended or modified, nor may any of its provisions be waived, except by a writing executed by both of the parties hereto or, in the case of a waiver, by the party waiving compliance. If any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder shall be valid and enforceable to the maximum extent permissible by law. This Agreement shall be governed and construed in accordance with the laws of the State in which the Facility is located.

IN WITNESS WHEREOF, each party hereto has caused this Not For Profit Group Agreement to be executed on behalf of such party by an authorized representative as of the date first set forth above.

Group Name: _____

OVG Hospitality

By: _____

By: Jamie Skipper

Print Name:

Print Name: Jamie Skipper

Title:

Title: General Manager

EXHIBIT A

Part I - FEE

Please see attached payout schedules based on events.

Deductions to the Group's Fee may be made by OVG Hospitality in the following circumstances:

- (a) A shortage that exceeds 1.0% of total net sales
- (b) \$20 for each volunteer that does not work a scheduled event (no show)
- (c) \$50 penalty for cancellation less than 24 hours before scheduled event
- (d) \$40 penalty for any stand not cleaned up at the end of an event
- (e) Groups found to be over pouring liquor by 25% or more will be shorted at a fair deduction amount

Should the applicable deductions/adjustments exceed the amount of Fee, Group shall remain liable to OVG Hospitality for the excess amount and pay OVG Hospitality upon invoice. OVG Hospitality may also setoff and deduct such excess amount from any Fee due or to become due to OVG Hospitality under this Agreement.

PART II – UNIFORM

All volunteers shall wear the following uniform when providing services pursuant to Agreement:

- Black or Khaki Pants or Shorts
 - Organization Tshirt or OVG Shirt
 - Shoes or sneakers (no sandals or open toed footwear)
 - If needed, black jacket with no artwork / writing
 - If needed, black hat with no artwork / writing
- If OVG Hospitality provides uniforms, OVG Hospitality shall prepare an inventory of the uniform items provided to Group. Uniforms shall be picked up by Group from the OVG Hospitality offices prior to the first Event. During the term of the Agreement, care of the uniforms are the responsibility of the Group. Group shall return the uniforms to the OVG Hospitality offices at the end of each Event (if requested by OVG Hospitality), or otherwise promptly upon the termination of this Agreement for any reason. Should any uniform items not be returned to OVG Hospitality, or should any uniform items be returned in an unusable condition, OVG Hospitality shall deduct the cost of the missing or unusable uniform items from Group's Fee, as set forth above.

PART III - PARKING

- The cost of parking for volunteers shall be borne by the Volunteers and/or Group. No fee for parking.

PART IV - TRAINING

- Attend a training class
- Read and sign an Alcoholic Beverage Service Agreement
- Read and sign the NFP Disclosure
- Attend a tour of the venue
- Attend a POS training class
- Obtain license or other State or Health Department certification
- Satisfy any other OVG Hospitality required conditions or state-required conditions

EXHIBIT B
GROUP DUTIES AND OBLIGATIONS

Without limiting its other duties and obligations as described in the Agreement, the Group will have the following additional duties and obligations:

- a) Ensure that all volunteers are of the appropriate age. Specifically, all volunteers must be at least 16 years old and any volunteer working at a location from which alcohol is dispensed must be at least the state-mandated minimum age (either 18 or 21, depending on the state) and in possession of a valid Service Permit.
- b) Ensure that (i) properly trained and certified servers dispense or complete transactions involving alcohol, (ii) all identifications of guests purchasing alcohol appearing to be under the age of 30 possess a valid driver's license or other form of acceptable ID issued from any state, commonwealth or province (Canada) with photo, name, date of birth, and physical description, showing the age of the purchaser to be over 21 years of age, and (iii) volunteers do not serve more than two alcoholic beverages per guest per transaction or serve any guest who appears to be visibly intoxicated and that such person is reported to management.
- c) Ensure that (i) the number of volunteer workers scheduled to work a particular event are present, (ii) all volunteers arrive on time and in proper uniform, and (iii) volunteers have attended the required orientation and skills training. Volunteers who have not attended such classes/training or who are not certified (if certification is required) will be sent home and classified as an absent volunteer.
- d) Ensure all points of sale are open at all times in your assigned location(s), except as instructed by OVG Hospitality management.
- e) Ensure that no food or beverage is removed from the building by a volunteer.
- f) Ensure all breaks, including meal breaks, are conducted in the assigned break area(s) out of public view. Volunteers are not allowed to enter the seating area or vomitories. Violators will be sent home.
- g) Ensure all volunteer workers have signed and returned to OVG Hospitality a Volunteer Acknowledgment and Release Form, as provided by OVG Hospitality.
- h) Ensure that all food and beverage products served to a customer are dispensed in OVG Hospitality authorized containers.
- i) Ensure that inventory counts of products and serving containers are accurate and signed for.
- j) Ensure that all work areas and equipment are clean after the end of each Event.
- k) Ensure that all food items are properly stored after each Event including, but not limited to, checking that all warmer drawers, warming pots, boxes or bags of product have been removed, properly sealed and properly stored.
- l) Designate a primary contact person and a secondary contact person, including providing OVG Hospitality with the name, address, telephone and fax numbers, and email address of such persons.
- m) Provide proof of status as a 501 (c) 3 organization, including tax-exempt identification number.
- n) Ensure that the Group is in full compliance with the applicable provisions, if any, of the Fair Labor Standards Act as applied to uncompensated volunteers.
- o) Volunteers shall be required to sign an Acknowledgment and Release Form; a Cash Handling Rules Form (if handling cash); and an Alcoholic Beverage Service Rules Form (if serving or handling alcoholic beverages), prior to performing any services at the Facility. If the volunteer is under age 18, the parent/guardian of the volunteer must sign such forms.
- p) Ensure that none of its Volunteers photograph or share information obtained while volunteering. This includes posting on any social media, blogs, or media outlets. The only exception to this policy is if before or after the event, the Volunteer posts about the NPOs upcoming volunteer experience as a way to generate additional patronage. For example "Come to the [insert team name here] game tonight and visit (Your NPO Name Here) at Booth #23! We are volunteering in the stand to raise funds for our Organization." Any violation of this policy by any Volunteer could void this NPO Group Agreement.

Exhibit A – Earnings

- Group Earnings:
 - Food, Alcohol & Non-Alcoholic Beverage percent: Group shall be paid 10% of food and beverage receipts minus sales tax.

GROUP LEADER NAME:

EMAIL ADDRESS: _____

PHONE NUMBERS – HOME: _____ CELL: _____

ASSISTANT GROUP LEADER:

EMAIL ADDRESS: _____

PHONE NUMBERS – HOME: _____ CELL: _____

1. **HOW MANY VOLUNTEERS FROM YOUR GROUP WILL YOU GUARANTEE TO PROVIDE ON ANY GIVEN NIGHT?**
2. **HOW MANY VOLUNTEERS CAN WORK DAY GAMES?**
3. **HOW MANY GAMES WOULD YOU LIKE TO WORK?**
4. **PURPOSE OF RAISING FUNDS:**

BEER IS SOLD IN THE STADIUM. DOES YOUR GROUP HAVE ANY OBJECTIONS CONCERNING THIS? If so, Please Explain:

TIPS AND TIP CONTAINERS ARE ALLOWED, BUT **NOT TO BE ASKED FOR**. IF THE CUSTOMER IS NICE ENOUGH TO GIVE YOU GRATUITY, THEN BE RESPECTFUL AND ALLOW THEM TO DO IT ON THEIR OWN.

DRESS CODE DEFINED: YOU MUST BE WEARING A VISOR, HAT, OR HEADBAND, A SHIRT WITH SLEEVES, CLOSED TOE SHOES, BLACK OR KHAKI PANTS OR SHORTS (NO SHORTED THAN 3 INCHES ABOVE THE KNEE) NO JEANS!! YOU CAN NOT HAVE ANY NOSE RINGS OR LIP RINGS SHOWING!(PER HEALTH DEPARTMENT REGULATIONS)