

2023
NOT FOR PROFIT GROUP APPLICATION
ALTOONA CURVE CONCESSIONS

GROUP NAME _____
FEDERAL TAX ID NUMBER _____
ADDRESS (WHERE YOU WANT THE CHECK MAILED TO)

GROUP LEADER NAME _____
ADDRESS _____
EMAIL ADDRESS _____
PHONE NUMBERS: HOME _____ WORK _____ CELL _____

ASSISTANT GROUP LEADER NAME

ADDRESS _____
EMAIL ADDRESS _____
PHONE NUMBERS: HOME _____ WORK _____ CELL _____

HOW MANY VOLUNTEERS FROM YOUR GROUP WILL YOU GUARANTEE TO PROVIDE ON ANY GIVEN NIGHT? _____

HOW MANY VOLUNTEERS CAN WORK DAY GAMES? _____

HOW MANY GAMES WOULD YOU LIKE TO WORK? _____

PURPOSE OF RAISING FUNDS _____

- BEER IS SOLD IN THE STADIUM. DOES YOUR GROUP HAVE ANY OBJECTIONS CONCERNING THIS?
PLEASE EXPLAIN _____

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

Not for Profit Group Agreement

This Agreement is entered into as of _____ (date) by and between

Altoona Curve, 1000 Park Avenue, Altoona, PA 16602 AND

_____, a not-for-profit corporation

(GROUP)

ADDRESS: _____

RECITALS

Whereas, Group is a Pennsylvania not-for-profit corporation which has been determined to be a charitable, tax-exempt organization pursuant to the Internal Revenue Code; and

Whereas, Group has approached the Altoona Curve and requested that Group be permitted to engage in fund raising for a civic, religious, or educational purpose through the operation of the concessions stand at Blair County Park during certain specified events; and

Whereas, Group and the Altoona Curve wish to enter into an agreement for Group to provide volunteers to staff the concession stand at Blair County Park in exchange for a certain percentage of the concessions sales revenue;

Now, therefore, the parties hereto agree as follows:

- Sale of Concessions.** The Altoona Curve hereby grants Group the right to sell concessions as identified by the Altoona Curve from time to time, during events at Blair County Park. The Altoona Curve shall determine the schedule for which Group shall provide concessions sales services to the Altoona Curve. All services by the Group shall be performed at the concession stand designated by the Altoona Curve, unless otherwise determined by the Altoona Curve.
- Volunteers.** Group shall use volunteers to sell Products at Blair County Ballpark events according to the schedule set by the Altoona Curve. The Altoona Curve shall provide reasonable training and supervision to the volunteers. All volunteers must be at least eighteen (18) years of age unless otherwise approved by the Altoona Curve and must have attended training provided by the concessions manager before scheduled event. The Altoona Curve shall specify a time at which all volunteers must be present prior to each event. Group shall be required to have a GUARANTEED number of volunteers at each event. **If at any time it becomes necessary for the Altoona Curve personnel to help Group work the concessions stand because the Group did not provide the required number of volunteers, the Altoona Curve will drop group earnings percentage to 5%.** Group represents and warrants that all services to be performed by the volunteers shall be performed in a courteous and efficient manner.
- Volunteer Status.** Prior to each event, Group shall have each volunteer who will perform services for the Group at the event sign a copy of the acknowledgement and release form, a copy of which is attached to the Agreement as Exhibit A, prior to performing any services. This form shall, among other things, confirm that each volunteer is performing services and providing time and effort for the benefit of the Group and does not desire or expect any compensation for any services performed. The Group Leader shall ensure that a copy of the release and acknowledge form, signed by each volunteer, is given to the Altoona Curve personnel prior to event.

4. **Uniforms.** All volunteers shall wear the following uniform when providing services pursuant to this Agreement: (1) khaki or black pants or shorts, (2) shoes or sneakers (**no sandals or open toed footwear.**) (3) visor, hat, headband, or hairnet. (4) shirts with sleeves (no sleeveless or tank tops) we would like for the group to be uniformly dressed therefore we encourage shirts with the name of your organization. The group may purchase an Altoona Curve visor for each volunteer. The cost for the visors will be a line item deduction on your first profit check. If a volunteer is not dressed appropriately for volunteering, they will not be allowed in the stands.
5. **Parking.** Parking for volunteers is in the parking garage. On level one there is no charge but on level 2 and 3 there is a charge. The cost of parking for volunteers is the responsibility of the volunteer. A shuttle service is available if needed. **No one can park in the handicap parking lot or loading dock area.**
6. **Group Leader and Assistant Group Leader.** Group will designate one volunteer as a Group Leader. The Group Leader shall be responsible for overseeing all services to be provided pursuant to this Agreement. Including but not limited to (a) organizing the necessary volunteers for each event. (b) relaying communications between Group volunteers and the Altoona Curve (c) enforcing the Altoona Curve and Health Department policies. (d) ensuring each volunteer signs the sign-in sheet prior to each event. (e) ensuring that all volunteers are trained and prepared to serve customers in a polite, friendly, fast manner (f) ensuring the concessions stand meet all Health Department regulations. The Group Leader shall be required to be present at all Altoona Curve events at which the Group provides services. Group shall also designate a volunteer as Assistant Group Leader. The Assistant Group Leader shall help the Group Leader in the performance of his/her duties under this Agreement.
7. **Concessions to be sold.** The Altoona Curve shall supply Group with all products to be sold to patrons at Blair County Park events. At the beginning of each event, the Group Leader will help assign volunteers to assigned areas. It is the Group's responsibility to monitor and control waste at all events. Volunteers may bring signage to encourage sales at their stands.
8. **Cash Handling Procedures.** After each scheduled event at which Group provides services, all cash collected by Group during event shall be counted by the VOLUNTEER and taken to the Altoona Curve money room personnel to be verified. After the cash is counted by Altoona Curve personnel, volunteer is to sign off that they returned that amount of money. The Cash Shortage amount shall be the amount of cash collected by Group during an event minus the difference between total retail value that the computer system totals or stand sheets show.
9. **Payment for Services.** In consideration for the services provided by Group, Group shall be paid 10% of food and beverage receipts minus sales tax. Group shall provide the Altoona Curve with the Group's Federal Tax Identification Number before any payment will be made. Payment shall be made to Group by check. Any Cash Shortage amounts shall be deducted from the Earnings prior to payment to Group. **If at any time it becomes necessary for the Altoona Curve personnel to help Group work the concessions stand because the Group did not provide the required number of volunteers, the Altoona Curve will drop group earnings percentage to 5%.**
10. **Deficient Service by Group.** In the event, the Altoona Curve determines, in its sole discretion, that there is a deficiency in the services performed by the Group. The Altoona Curve shall notify Group of such deficiencies, and Group shall promptly take steps to correct such deficiency.
11. **Term and Termination.** The term of this Agreement shall be one (1) year from the date of execution of this Agreement. The Altoona Curve shall have the right to terminate this Agreement immediately if:
 - (a) Group breaches any terms of this Agreement;
 - (b) There exists any material deficiency in Group's service which remains unremedied after notice by the Altoona Curve is given to Group of the deficiency;
 - (c) Group does not staff the event they are scheduled for or does not provide the required number of volunteers to work.

(d) There exists any other situation which, in the sole discretion of the Altoona Curve, makes continuation of this Agreement detrimental to the interests of the Altoona Curve.

12. **Compliance with Laws.** Group agrees that Group and its volunteers will comply with all applicable Altoona Curve rules and regulation, and policies and procedures, including alcoholic beverage procedures of the Altoona Curve. Group also agrees that Group and its volunteers will comply with all other applicable Federal, State and local laws and regulations. Group shall indemnify and hold harmless the Altoona Curve from any and all liability or claims arising from a violation of any Federal, State or Local laws, rules and regulations by Group or Group's volunteers in the performance of the services under this Agreement.
13. **Indemnification.** Group agrees to indemnify and hold harmless the Altoona Curve from and against any and all losses, damages, claims, or expenses including reasonable attorney's fees and costs, arising out any acts or omissions of Group acknowledge and agree that the Altoona Curve shall be a third party beneficiary with regard to this Section 13 of this Agreement.
14. **Release.** Group releases and discharges the Altoona Curve from any claims, liabilities, damages, and expenses, including bodily injury or death, arising out of or in connection with this Agreement, the Altoona Curve and Group acknowledge and agree that the Altoona Curve shall be a third-party beneficiary with regard to this Section 14 of this Agreement
15. **Arbitration.** Any dispute or claim arising under this Agreement shall be resolved by arbitration in Altoona, PA, in accordance with the rules of the American Arbitration Association. The cost of arbitration shall be divided equally between the parties, except that each party shall bare its own legal fees. Any decision or award rendered by the arbitrator may be entered as judgement or order in any court of competent jurisdiction.
16. **Miscellaneous.** The Agreements shall be binding upon and insure to the benefit of the parties hereto, and their respective successors and assigns. This Agreement may not be assigned by Group without the prior written consent of the Altoona Curve. Failure of any party to exercise promptly any right here in 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 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 of Pennsylvania.

Date

Altoona Curve Signature

Group Leader Signature

Federal Tax ID Number

Volunteer Group Leader and Phone Number

Assistant Volunteer Group Leader and Phone Number



2023 CURVE SCHEDULE

25 SEASONS IN CURVE, PA

ALTOONACURVE.COM ♦ 877-99-CURVE

APRIL

SUN	MON	TUE	WED	THU	FRI	SAT
						1
2	3	4	5	6	7	8
				NH 6PM	NH 6PM	NH 1PM
9	10	11	12	13	14	15
		ERI	ERI	ERI	ERI	ERI
16	17	18	19	20	21	22
ERI		BOW 6PM	BOW 11AM	BOW 6PM	BOW 6PM	BOW 4PM
23	24	25	26	27	28	29
BOW 1PM		REA	REA	REA	REA	REA
30						
REA						

MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	1	2	3	4	5	6
		RIC	RIC	RIC	RIC	RIC
7	8	9	10	11	12	13
RIC		AKR 6PM	AKR 11AM	AKR 6PM	AKR 6PM	AKR 4PM
14	15	16	17	18	19	20
AKR 1PM		BOW	BOW	BOW	BOW	BOW
21	22	23	24	25	26	27
BOW		HFD 6PM	HFD 11AM	HFD 6PM	HFD 6PM	HFD 6PM
28	29	30	31			
HFD 6PM		BNG 6PM	BNG 6PM			

JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
				1	2	3
				BNG 6PM	BNG 6PM	BNG 6PM
4	5	6	7	8	9	10
BNG 1PM		RIC	RIC	RIC	RIC	RIC
11	12	13	14	15	16	17
RIC		SOM	SOM	SOM	SOM	SOM
18	19	20	21	22	23	24
SOM		BOW 6PM	BOW 6PM	BOW 6PM	BOW 6PM	BOW 6PM
25	26	27	28	29	30	
BOW 6PM			HBG	HBG	HBG	

JULY

SUN	MON	TUE	WED	THU	FRI	SAT
						1
						HBG
2	3	4	5	6	7	8
HBG	HBG	ERI 6PM	ERI 6PM	ERI 6PM	ERI 6PM	ERI 6PM
9	10	11	12	13	14	15
ERI 1PM					NH	NH
16	17	18	19	20	21	22
NH		REA 6PM	REA 12:05PM	REA 6PM	REA 6PM	REA 6PM
23	24	25	26	27	28	29
REA 6PM		HBG	HBG	HBG	HBG	HBG
30	31					
HBG						

AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
		1	2	3	4	5
		RIC 6PM	RIC 6PM	RIC 6PM	RIC 6PM	RIC 6PM
6	7	8	9	10	11	12
RIC 4PM		ERI 6PM	ERI 12:05PM	ERI 6PM	ERI 6PM	ERI 6PM
13	14	15	16	17	18	19
ERI 6PM		BOW	BOW	BOW	BOW	BOW
20	21	22	23	24	25	26
BOW		AKR 6PM	AKR 6PM	AKR 6PM	AKR 6PM	AKR 6PM
27	28	29	30	31		
AKR 1PM		ERI	ERI	ERI		

SEPTEMBER

SUN	MON	TUE	WED	THU	FRI	SAT
					1	2
					ERI	ERI
3	4	5	6	7	8	9
ERI		HBG 6PM	HBG 6PM	HBG 6PM	HBG 6PM	HBG 6PM
10	11	12	13	14	15	16
HBG 1PM		AKR	AKR	AKR	AKR	AKR
17	18	19	20	21	22	23
AKR						
24	25	26	27	28	29	30

SCHEDULE & TIMES SUBJECT TO CHANGE

EASTERN LEAGUE OPPONENTS

- AKR** - AKRON RUBBERDUCKS
CLEVELAND GUARDIANS
- BNG** - BINGHAMTON RUMBLE PONIES
NEW YORK METS
- BOW** - BOWIE BAYSOX
BALTIMORE ORIOLES
- ERI** - ERIE SEAWOLVES
DETROIT TIGERS
- HBG** - HARRISBURG SENATORS
WASHINGTON NATIONALS
- HFD** - HARTFORD YARD GOATS
COLORADO ROCKIES
- NH** - NEW HAMPSHIRE FISHER CATS
TORONTO BLUE JAYS
- REA** - READING FIGHTIN PHILS
PHILADELPHIA PHILLIES
- RIC** - RICHMOND FLYING SQUIRRELS
SAN FRANCISCO GIANTS
- SOM** - SOMERSET PATRIOTS
NEW YORK YANKEES
- POR** - PORTLAND SEA GOATS
BOSTON RED SOX

HOME

AWAY

FIREWORKS



DOUBLE-A AFFILIATE