



FARGODOME Food & Beverage Nonprofit Agreement

This agreement is made and entered into effect on _____ day of _____, _____, by and between the FARGODOME Food & Beverage Department, hereinafter referred to as FARGODOME and _____, hereinafter referred to as Nonprofit.

WHEREAS, the FARGODOME has determined it requires the assistance of the Nonprofit to operate Food & Beverage stand(s), hereinafter referred to as stand(s), during FARGODOME events; and

WHEREAS, the Nonprofit has the necessary volunteers to perform such service.

NOW, THEREFORE, for good and valuable consideration full acknowledge, the parties mutually understand and agreed to as follows:

ARTICLE 1: SCOPE OF WORK

As directed by FARGODOME, the Nonprofit agrees to provide the following services in a professional and workmanlike manner.

- 1.1. Staffing stand(s) with proper number of qualified volunteers.
- 1.2. Verifying inventory at the beginning and end of each event.
 - 1.2.1. Requesting restocking when needed during the event.
- 1.3. Ensuring work locations are kept clean and orderly.
- 1.4. Cooking, preparing, and serving food and beverage.
- 1.5. Selling food and alcohol during events.
- 1.6. Following all policies, procedures and emergency preparedness set forth in the Nonprofit Manual.

ARTICLE 2: PAYMENT

2.1. Nonprofit Commission

2.1.1. Nonprofit will be paid commission on net sales (sales after all taxes have been deducted) for the event worked at the following rates.

2.1.1.1. 15% commission will be paid for Food and Non-Alcoholic Beverage sales.

2.1.1.1.1. 17.5% commission will be paid on Food and Non-Alcoholic Beverage for work shifts starting prior to 2:00pm Monday through Friday; except for Ribfest, which will remain at 15% commission for any Food and Non-Alcoholic Beverage sales.



2.1.1.2. 10% commission will be paid for Alcohol sales.

2.1.1.3. If commissions for the event worked does not reach \$100, the group will receive a minimum commission of \$100 per event.

2.2. Shortages

2.2.1. Shortages are based on the retail value of inventory in the stand at the end of the beginning of the event minus the remaining inventory, at the end of the event, then compared to sales.

2.2.1.1. If there is a shortage, the retail amount will be deducted from the Nonprofit commission payout; FARGODOME will not pay Nonprofits on any overages.

2.3. Charges

2.3.1. Nonprofits who fail to comply with cleaning, organizing, or operating their stand according to the Nonprofit Manual may be subject to charges, all charges will be deducted from the Nonprofit commission payout.

2.3.1.1. If charges are deemed necessary, they will be charged at a minimum of 1 hour, incremental by each additional quarter (.25) hour(s), to a maximum of 4 hours at a rate of \$25.00 per hour.

2.4. Bonus Payout

2.4.1. Nonprofit can earn a 2% bonus payout on all sales for events worked if they work 10 or more event days per FARGODOME quarter.

2.4.1.1. Quarter 1 – December 1st through February 28th (29th during leap year).

2.4.1.2. Quarter 2 – March 1st through May 30th

2.4.1.3. Quarter 3 – June 1st through August 31st

2.4.1.4. Quarter 4 – September 1st through November 30th

2.4.2. Nonprofit arrives on time and with an appropriate number of volunteers for all events during the bonus period.

2.4.3. Nonprofit has no excessive shortages or overages during the bonus period.

2.5. Gratuities

2.5.1. Receiving Gratuities

2.5.1.1. It will be the responsibility of the nonprofit to report and tax (if applicable) any gratuities (cash or credit) they receive.

2.5.1.2. Nonprofits will be eligible to receive tips via cash or credit card. All cash tips will be retained by the nonprofit at the end of the event. Ten percent (10%) of all credit card tips will be transferred to the Concessions Tip Pool, the remaining ninety percent (90%) of the credit card tips will be dispersed on the nonprofit commission



check. Credit card tips received by the nonprofit will be documented on the nonprofit commission statement as a separate line item.

- 2.5.1.3. Occasionally, events may not be substantial enough to support scheduling concession support staff. In this case, the nonprofit(s) will retain 100% of all cash and credit card tips.

ARTICLE 3: AGREEMENT DURATION

- 3.1. This agreement will remain in effect until any changes are made to this agreement, or the agreement is terminated as outlined in ARTICLE 5.
- 3.2. This agreement supersedes any previous agreement, both written and/or verbal, prior to the date entered into.

ARTICLE 4: INSURANCE

- 4.1. Nonprofit volunteers are NOT employees of FARGODOME, and are not provided wages, benefits, or workers compensation insurance through FARGODOME. Please ensure your volunteers understand their volunteer status.
- 4.2. Rules and Regulations stated in this Nonprofit Agreement are established to mirror applicable laws and regulations regarding alcohol service and age restrictive concession tasks, and to foster a general safe and appropriate work environment.
- 4.3. Any other applicable employment rules, including youth employment, are the responsibility of the nonprofit organization.

ARTICLE 5: TERMINATION

- 5.1. The agreement may be terminated by FARGODOME in the event any member of the Nonprofit is caught stealing, displaying disruptive behavior, vandalizing any FARGODOME property, or is under the influence of any mood-altering substance, legal or illegal.
- 5.2. This agreement may be terminated by either FARGODOME or Nonprofit with fifteen (15) days written notice.
- 5.3. This agreement may be terminated by FARGODOME if Nonprofit fails to volunteer for any consecutive 12-month period.

ARTICLE 6: GOVERNING LAW

- 6.2. This Agreement will be governed by the laws of the State of North Dakota, and any action thereon shall be venued in Cass County, ND.



6.3. The Nonprofit acknowledges it has read this Agreement, understands it, and agrees to be bound by its terms and conditions. Further, the Nonprofit agrees it is the complete and exclusive statement of the agreement between the parties, which supersedes all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this Agreement.

ARTICLE 7: LIMITATION OF LIABILITY

7.1. Nonprofit shall be liable to FARGODOME for any damages proximately caused by Nonprofit's action, whether arising under contract, warranty, negligence, strict liability, breach of statutory duty, contribution, indemnity, or any other legal theory or cause of action.

ARTICLE 8: SEVERABILITY

8.1. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or non-enforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Nonprofit Printed Name

IRS Identification Number

Nonprofit Signature

Date

FARGODOME Food & Beverage Signature

Date