

FARGODOME FOOD & BEVERAGE

NONPROFIT AGREEMENT

2022

This agreement is entered into by FARGODOME Food & Beverage and:

(NAME OF ORGANIZATION)

(ORGANIZATION ADDRESS) (CITY) (STATE) (ZIP)

(CONTACT PERSON) (PHONE) --

(EMAIL)

(ALTERNATE CONTACT PERSON) (PHONE) --

(ALTERNATE EMAIL)

Is entering into this agreement with the understanding that if for any reason
_____ or FARGODOME Food & Beverage should become
(NAME OF ORGANIZATION)
Dissatisfied, either has the option to, with a fifteen (15) day notice, end this agreement.

TERMS OF THE AGREEMENT:

- A. FARGODOME Food & Beverage will specify the number of events to be worked and the number of volunteers needed to efficiently operate the concession stands.
- B. FARGODOME Food & Beverage designates stands to be worked by the non-profit organization within the terms of this agreement and in compliance with the rules and regulations stated in same.
- C. It is agreed that any additional stands worked by the non-profit organization will be at the discretion of FARGODOME Food & Beverage.
- D. The non-profit organization must supply FARGODOME Food & Beverage with a list of the

group members working each event at least **48** hours prior to the event, referred to as the gate list. Volunteers under the age of sixteen (16) must be denoted on the gate list provided to Food & Beverage Management. Food & Beverage Management must be notified of any changes to the gate list and only those on the list will be admitted by receiving.

E. All stands will be stocked by FARGODOME Food & Beverage prior to the event. The stands will be turned over to the non-profit group for verification of inventory. Once verified, the inventory will become the responsibility of the group. At the end of the event, the inventory will be counted by members of the group and verified by one of FARGODOME's supervisors. If calculation of the total items sold (at retail value) against the total cash received reflects a shortage, **the total amount of the shortage will be deducted from the commissions due the above mentioned group.** If the calculation reflects an overage, the group will be paid their commission based on the net sales. FARGODOME Food & Beverage **will not** pay commissions on overage.

RULES AND REGULATIONS

A. No one under the age of fourteen (14) will be allowed to work or be in the concession stands. Every two (2) volunteers under the age of sixteen (16) require one (1) volunteer at least twenty-one (21) to supervise. No one under the age of eighteen (18) will be allowed to sell any alcoholic beverages. No one under the age of twenty-one (21) will be allowed to dispense any alcoholic beverages.

B. Volunteers under the age of sixteen (16) are prohibited from working with cooking, baking, grilling or frying equipment; including commercial steamers, fryers, charbroilers and griddles.

C. All group volunteers eighteen (18) years or older are required to attend an alcohol server training class administered by Fargo Cass Public Health. This is a requirement by the City of Fargo. This certification is valid for three (3) years and then must be retaken.

D. Non-profit volunteers are NOT employees of FARGODOME Food & Beverage, and are not provided wages, benefits, or workers compensation insurance through FARGODOME. Please make sure your volunteers are very clearly aware of their volunteer status. 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. Any other applicable employment rules, including youth employment, are the responsibility of the nonprofit organization.

E. Volunteers are required to wear khaki or black pants and closed-toes, nonslip shoes. Pants must be clean and without rips or tears. A FARGODOME provided visor is required for all volunteers working in a food concession stand per Fargo Cass Public Health Code 33-33-04-31.1. Nonprofit groups are encouraged to wear t-shirts reflecting their organization. Group t-shirts must be uniform in appearance. Tank tops, sweatshirts or shirts with drawstring or pockets are not allowed.

F. All workers will report to the concession office unless otherwise instructed by FARGODOME Management.

G. FARGODOME Food & Beverage Management will determine adequate reporting times for the non-profit groups.

H. FARGODOME Food & Beverage will pay the charitable group operating a stand or stands Ten Percent (10%) of alcohol beverage sales and Fifteen Percent (15%) of food and non-alcohol beverage sales. Percentages are figured on net sales (sales after all taxes are deducted). **With the exception of Ribfest, if the work shift begins prior to 2:00pm on a weekday (Monday – Friday), the commission paid on food and non-alcohol beverage sales will be changed to Seventeen and a Half Percent (17.5%).** The group will receive a minimum commission of \$100 per event (minus any shortages) if commissions do not reach \$100. The charitable group shall be paid a bonus of 2 percent retroactive if:

1. The group works 10 events within a three month period.
2. The charitable group consistently reports for work at the time set by FARGODOME Food & Beverage Management.
3. The charitable group reports for work with the proper number of people required to staff the concessions stand they are assigned.
4. There are no excessive shortages or overages by the charitable group during the three month period as determined by FARGODOME Management.

I. FARGODOME Food & Beverage may, at their discretion, provide non-profit groups with one (1) FARGODOME supervisor at no cost to the group. The FARGODOME supervisor and non-profit group manager will be responsible for the following:

1. Verifying opening and closing inventory
2. Ordering stock
3. Ensuring concession stands are kept clean and orderly
4. Determining amounts of food to be prepared

J. When supervisors are not staffed by FARGODOME Food & Beverage the non-profit group must assign at least one (1) volunteer to be responsible for the supervision of the stand.

K. If a group is short staffed volunteers, to the previous specified amount of volunteers required by FARGODOME Food & Beverage to operate a concession stand, FARGODOME Food & Beverage may supply the additional staffing required at \$25 per employee.

L. FARGODOME Food & Beverage stand supervisors will not make money transactions or handle money, unless the group is under staffed and it becomes necessary at the FARGODOME Food & Beverage Managements discretion to do so.

M. The drinking of alcoholic beverages will not be allowed while working. No exceptions. Anyone found drinking will be sent home and the group may be terminated.

N. Eating or drinking is not allowed in the concession stand. Smoking is allowed in designated areas only

O. Each volunteer will sign the group sign-in and sign-out sheet at the time they arrive and leave.

P. All volunteers will stay until the stand is cleaned and checked by a FARGODOME Food & Beverage supervisor.

Q. No children, friends or relatives will be allowed to enter at the employee door, if they purchase a ticket to come to the event. In no way should they impede your work or the operation of the stand your group is working in.

R. Payment for non-profit group's services will be made in the form of a check and can be picked up at the FARGODOME Food & Beverage office approximately ten days after the date of the event.

A current letter or form from the Internal Revenue Service verifying the IRS Identification Number and exempt status is required, *in addition* to providing the number below.

IRS IDENTIFICATION NUMBER: _____

I have read, understand and accept this agreement.

NONPROFIT ORGANIZATION: _____

MAILING ADDRESS: _____

PRINTED NAME: _____

SIGNATURE: _____

DATE: _____

FARGODOME FOOD & BEVERAGE:

SIGNED BY: _____ DATE: _____