

proof of the pudding

**"NOT- FOR-PROFIT" GROUP STAFFING AGREEMENT**

This agreement is for the period from January 1, 2023, until December 31, 2024, and is entered into by Proof of the Pudding Inc. "POP", and

\_\_\_\_\_  
(Name of Group)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(best phone for contact)

\_\_\_\_\_  
(best e-mail address)

Acting through \_\_\_\_\_  
(Primary Contact Name) (Title)

**TERMS AND CONDITIONS OF AGREEMENT**

1. Stand Assignments - POP will make Concession stand assignments to the NFP Group on an event by event basis ("Stand Assignments"). POP makes no commitment that the NFP Group will be scheduled for any particular event. Each Stand Assignment schedule will specify the number of volunteers required to staff the assigned concession stand. Each Stand Assignment schedule shall also specify the scheduled beginning and approximate ending time of each assigned event and the time volunteers shall be on the Gas South Area premises to begin preparation for the event ("Event Day").

The NFP Group agrees to provide for the staffing of each assigned concession stand the required number of volunteers specified on the Stand Assignment and report at the time specified on the Stand Assignment. If POP provides supplemental staff to the location, POP will reduce the commission to the group. Volunteers shall be selected by the NFP Group in its sole discretion in accordance with Section 7 of this Agreement.

2. Operation of Concession Stands - Each concession stand assigned to the NFP Group shall be operated in accordance with such Concession Stand Operating Procedures as may be established for the Gas South Arena from time to time. Such operating procedures shall specify the items which may be sold, the prices at which items are to be sold, and policies with respect to the collection of sales, use, or excise taxes and inventory and cash handling procedures.
3. Training - Training programs may be established by POP from time to time to assist the Group's volunteers in the proper performance of the operation of the NFP Group's concession stand assignments. The NFP Group agrees to participate in any such training program by designating one or more of its members to attend scheduled program sessions. POP will require Volunteer NFP Group leaders to attend additional training sessions if policies and procedures are not followed. Communication, ongoing training and the reinforcement of daily operating procedures with the group and volunteers is the group lead's responsibility.

4. Conduct and Appearance - All volunteers provided by the NFP Group shall conduct themselves at all times in a dignified manner, shall refrain from consumption of an alcoholic beverage on the premises of the Gas South Arena and shall perform the obligations undertaken herein diligently, efficiently, courteously and, in general, act in the highest traditions of public service. All volunteers provided by the NFP Group shall conduct themselves in a manner, which conforms fully to the Standards of Conduct throughout the time they are on the Gas South Arena premises. All volunteers shall comply with uniform and personal appearance standards as established by the Standards of Conduct. The uniform will consist of black or khaki colored neatly pressed pants, and a hairnet or POP hat. If the Arena-issued shirts are not returned at the end of an event, there will be a \$25 charge per shirt against the Group's donation. Any volunteer that is not in proper uniform, at the sole discretion of POP, will be charged \$25 or up to ½ of the Group's unpaid donations.

Shoes - It is the volunteer's responsibility to provide his/her own slip proof, closed toe, rubber soled shoes in a color designated by your Proof management as conforming to your uniform. Shoes must be kept in good repair. All volunteers must wear socks/stockings in a color designated by your manager as conforming to your uniform.

Any volunteer who violates any of the Standards of Conduct may be removed from the premises by POP or Gas South Arena personnel. Thereafter, each volunteer is responsible to wear a hairnet or POP hat as part of his or her uniform on event days. Hairnets are free and POP hats are available for purchase at a cost of \$7 each.

5. Donations - In consideration of the volunteer staffing provided by the NFP Group for each Stand Assignment, subject to (a), (b) and (c) below. A donation shall be made for each location operated. Donations percentages are paid on the net sales which is the total cash sales less sales tax. The donation percentages are:

- 12% for Permanent Concession stands on the main concourse; this includes: 103 Pizza, 104 Hot Dog, 105 PWs Cheesesteak, 106 Grill, 107 Salsa, 118 Hot Dog, 119 Pizza and 121 Grill.
- 12% for Permanent Concession stands on the club level; this includes 208 Grill and 216 Grill.
- 9% for Beer or Beverage Portables

The exact amount of the donations being made is the sole discretion of POP, based on POP's critique of the Group's performance.

- a. the aggregate of the total of the sales price of each item used, multiplied by the quantity of each item used, less any sales, use, or excise tax imposed by any governmental authority which, under Concession Stand Operating Procedures, is not to be separately charged to the consumer; or
- b. the actual gross receipts, less any sums collected, or any sales, use, or excise tax imposed by any governmental authority. POP will process group payments as expeditiously as possible. This normally requires a total of four to six weeks. Should the accounting at the end of an event show a shortage of cash deposits against total sales (gross sales plus sales or excise taxes), the donations otherwise due to the NFP Group shall be reduced by the corresponding amount of the cash shortage. Any inventory, meal tickets or spoilage not written on the inventory sheet before the NFP Group leaves the night of the event cannot be adjusted added or changed. If the NFP Group fails to abide by POP's inventory accounting procedures and that action results in erroneous or blatant errors in determining the proper accounting, the donation will be paid out at a rate of no more than 75% at the discretion of POP. If inventory errors continue, the NFP Group will be required to attend another

training session. If a pattern of errors continues, the NFP Group may be suspended or have their contract revoked.

c. Accounting - At the beginning of each Event Day, as specified in the schedule of Stand Assignments, POP shall provide the NFP Group with an inventory of merchandise to be sold by the NFP Group at each concession stand assigned to the NFP Group. All unsold merchandise, including cups and control item foods, along with all waste, shall be accounted for and returned to POP at the conclusion of each Event Day. A representative of POP and a NFP Group-designee shall account for the beginning and ending inventory on a stand sheet document supplied by POP. Merchandise and sales shall be accounted for by the NFP Group in accordance with reasonable and appropriate retail accountability procedures established by POP. POP will undertake to initiate and diligently complete all accountings. The NFP Group **MUST** make as many interim drops as needed/directed to by POP management in order to maintain as little money in cash drawers as possible. Furthermore, POP will conduct random drawer pulls from time to time as needed/directed by the Arena Manager and/or the Cashroom Manager.

Commission statements will be emailed to the NFP Group's email address within 2 days of the end of pay date. The pay period schedule is mailed out annually at the beginning of the calendar year.

**Commission calculation formula:**

Total amount of Cash and Credit Cards turned in  
 Less starting cash bank  
 Equals Gross Sales  
 Less Sales Tax (Gross sales – Gross sales / 1.06)  
 Equals Net Sales  
 Gross Commission Equal Net Sales \* Commission Percentage  
 Less Inventory Shortage  
 Net Commission

**Commission Calculation Example**

Total Cash and Credit turned in \$3000 / Starting Bank: \$660 / Shortage \$20

\$3000.00	Total Cash/Credit
<u>660.00</u>	Less starting bank
\$2340.00	Gross Sales
<u>132.45</u>	Less Sales Tax (\$2340 – \$2340/1.06)
2207.55	Net Sales
220;76	Gross Commission (2207.55 * 10% for Concourse Concession)
<u>20.00</u>	Less Shortage if one exists
200.76	Net Commission

6. NFP Group Status -The NFP Group represents and warrants that it is a "Not-for-Profit" organization, which is exempt from federal income taxation under Section 501 of the Internal Revenue Code.

The NFP Group will provide POP with:

- (1) A Federal Tax ID Number.
- (2) A Copy of the Groups Name/NFP Registration with the Georgia Secretary of State office.
- (3) A Copy of the IRS Certification Letter, that it is exempt from taxation under IRC Section 501.
- (4) A Copy of your W-9.

The NFP Group shall not be a partner, joint venture, agent or employee of POP or the Gas South Arena for any purpose whatsoever.

7. Volunteer Status - The NFP Group represents and warrants that it will staff Stand Assignments with volunteers selected by the NFP Group who are, in fact, volunteers and are not compensated by the NFP Group for such volunteer activity. NFP Group volunteers will consist solely of NFP Group members and their spouses and relatives, all of who shall be at least 16 years of age. The relationship between the NFP Group and its volunteers shall be exclusively between the NFP Group and its volunteers. No volunteer shall be a partner, joint venture, agent, employee or independent contractor or subcontractor of or to the NFP Group, to POP or to the Gas South Arena for any purpose whatsoever.

8. Limitation of Liability - Neither POP, the Gas South Arena, Sugarloaf Gwinnett Center LLC, Gwinnett Convention and Visitors Bureau, Gwinnett County, nor any officer, director, agent or employee of POP or of the Gas South Arena shall be responsible for the safety of persons or property of the NFP Group, any volunteers staffing the NFP Group's Stand Assignments or any of their invitees or licensees. Neither POP nor the Gas South Arena shall have any liability for any act or omission of the NFP Group, any volunteer staffing the NFP Group's Stand Assignments, or any of their

invitees or licensees. The NFP Group agrees to hold harmless and indemnify POP and the Gas South Arena from any and all liability for personal injury or property damage suffered by the NFP Group, any volunteers staffing the NFP Group's Stand Assignments or their invitees or licensees, excluding only liability arising from intentional acts, gross negligence or willful or wanton conduct of POP or the Gas South Arena. The NFP Group further agrees to hold harmless and indemnify POP and the Gas South Arena from any and all liability arising from the actions or omissions of the NFP Group, any volunteer staffing the NFP Group's Stand Assignments or their invitees or licensees. The NFP Group agrees to have all volunteers staffing its Stand Assignments sign a Liability Release form supplied by POP prior to entering the Gas South Arena premises, in substantially the form attached hereto as Exhibit A. The provisions of this section are for the benefit of POP and the Gas South Arena and may be enforced directly by either of them.

9. Obligations of Group - The parties understand that the NFP Group's ability to fully staff with volunteers and operate each Stand Assignment is a material part of the consideration in the selection of the NFP Group to operate concession stands. Accordingly, the NFP Group agrees to fully staff with volunteers and operate each and every concession stand assigned to it with respect to a scheduled Event Day. The NFP Group will be notified of its Stand Assignments with respect to each Event Day no later than seven (7) days before the Event Day. Stand Assignments will be based on POP's evaluation of the Group's performance taking into account the following factors among others:

- a. Sales generated per point of sale per hour open;
- b. Accuracy of inventory, sales and cash receipts accounting, and points of sale must match sales.



- c. Compliance with "Standards of Conduct" and Concession Stand Operating Procedures; and compliance with staffing requirements;
- d. POP reserves the right at any time to assign the NFP Group different concession stands or none at all.

10. Penalties

- a. The NFP Group shall give not less than 72 hours prior notice if Group intends to cancel an event at which it is scheduled to conduct Concessions Operations. If Group fails to give at least 72 hours prior notice of cancellation, a penalty of \$100.00 per permanent stand reserved and \$75.00 per portable stand.
- b. The NFP Group that does not give a minimum of 24-hour notice that they cannot staff an event or do not show on event day will be subject to violation of the contract and will be charged \$200 no show penalty which will be deducted from the group previous or future earnings.
- c. If the NFP group shows up with less than the staffing confirmed will be charged \$75 per person missing up to a maximum of \$200 penalty which will be deducted from the group previous or future earnings.
- d. The NFP Group will be charged \$50.00 per occurrence for the setup of Concessions Operations by POP employees in the event the Group is late for check-in. Group will be charged \$50.00 per occurrence if a stand opens late due to improper set up by the Group.
- e. . It is the NFP Groups responsibility that they have volunteers who can operate the required POS Terminals. The NFP Group will be charged \$50.00 per event for not operating the required number POS terminals. The list below shows the number of POS terminals which are required to be operated during each event that they are open.

104 Arena Dogs	3 POS Terminals
105 PW's	2 POS Terminals
106 Grill	4 POS Terminals
107 Salsa Cantina	3 POS Terminals
118 Arena Dogs	4 POS Terminals
121 Grill	4 POS Terminals
208 Club House Grill	2 POS Terminals
216 Club House Grill	2 POS Terminals
Beer Portables	2 POS Terminals

11. Termination Prior to Expiration of Term - POP may terminate this contract for any reason and at any time upon giving five (5) days written notice to the NFP Group at the address shown on the first page of this contract. The NFP Group may terminate this contract due to default or breaches of this contract by POP by giving POP thirty-(30) days written notice.
12. Liaison - The NFP Group agrees to designate one of its members to act as liaison with POP with respect to all matters connected with or arising out of this contract. In addition, on or before each Event Day, the NFP Group shall designate for each Stand Assignment two of its volunteers who will be in attendance as concession stand volunteers (one for cash handling and one for food handling) on such Event Day to act as the supervisor of the NFP Group's volunteers for that Stand Assignment.
13. Governmental Regulations - The parties agree that they shall comply with all rules, regulations, and laws imposed by any municipal, county, state, or federal government authorities which are applicable to concession stand operations or any other matters subject to this contract. All provisions of this contract which are inconsistent with such rules, regulations, and laws shall be deemed to be amended to comply therewith.
14. Policies for Alcoholic Beverage Service - In the effort to ensure that the NFP Group and POP are always in compliance with existing laws, the NFP Group shall be

responsible for insuring that its volunteers fully comply with the following general rules regarding the sale or consumption of alcoholic beverages at the Gas South Arena. Due to the severity of this issue (listed below), failure to comply with any alcoholic policies may result in termination of this Agreement.

a. No alcoholic beverages or beverage may be brought into the Gas South Arena by the NFP Group or any of its volunteers, licensees or invitees. Only POP may bring alcoholic beverages into the Gas South Arena premises.

b. The NFP Group shall be responsible for obtaining proper identification from all persons requesting purchase of alcoholic beverages, confirming that such person is at least 21 years of age. Proper ID includes:

- Georgia Driver's License
- Out of State Driver's License
- Valid Passport
- Georgia State ID Card.

c. The NFP Group shall not serve any alcoholic beverages to (i) any person specified by POP, (ii) any person who fails to provide proper identification confirming that such person is at least 21 years of age, or (iii) any person who is in a state of visible intoxication. A maximum of two (2) drinks per ID will be allowed unless instructed in writing by POP management.

d. Any suspicion of improper or excessive alcoholic beverage consumption shall be reported immediately by NFP Group volunteers to POP.

e. NFP Group volunteers shall follow the policies and time schedule for selling and/or dispensing alcoholic beverages as established by POP

f. All persons dispensing alcoholic beverages must be at least 18 years of age, appropriately licensed (if required by law), and have completed any "Beverage Dispensing Training" required by POP.

- g. The sale of alcohol must be stopped at the time assigned by POP management.
15. Liquidated Damages - If the NFP Group, for any reason, provides fewer than the minimum scheduled number of volunteers required for any Stand Assignment, then, as a result of such failure, the parties agree that as liquidated damages and not as a penalty, a fee of \$50 or up to ½ of the NFP Group's donation will be charged against the NFP Group's unpaid donations. If the NFP Group is late in reporting to their assigned location and the stand does not open at the scheduled time, a fee of \$50 per point of sale will be charged against the NFP Group's unpaid donations. If a NFP Group is late more than two times for a scheduled event, the NFP Group may be suspended or have their contract revoked. If the NFP Group, for any reason, fails to provide any volunteers for a concession stand on an Event Day as scheduled by POP, then, as a result of such failure, as liquidated damages and not as a penalty, all unpaid donations otherwise due to the NFP Group as of the close of that Event Day which are attributable to that concession stand shall be eliminated and shall no longer be payable.
16. Notice - All notices provided for herein shall be in writing and be deemed given as of the date such notice is deposited in the United States mail, in a properly addressed envelope with sufficient postage affixed thereto.
17. Merger - This contract constitutes the entire agreement between the parties, and all previous negotiations, statements and representations are merged herein.
18. Assignment - This contract shall not be assigned, transferred or otherwise encumbered by the NFP Group without the prior express written approval of POP.
19. Amendments - This contract may be amended only in writing executed by both parties.

20. Governing Law - This contract shall be governed by and construed in accordance with the laws of the State of Georgia.
21. Severability - The provisions of this contract are severable. Any provision of this contract, which is prohibited or unenforceable, shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this contract.
22. Descriptive Headings - The captions in this contract are for convenience of reference only and shall not define or limit the provisions hereof.
23. Scheduling – The Event Schedule will be published via e-mail monthly for the next calendar month. It will be communicated to the NFP Group Lead who must then reply to the e-mail to accept/decline working the events scheduled. Updates to the schedule may be made via e-mail during a month and communicated directly to the NFP Group Lead who must then reply to the update e-mail to accept/decline working any new events scheduled.
24. Donation Minimums – Each NFP Group will receive a minimum donation for working an event provided the group is
- Fully staffed – being short staffed waives the minimum
  - On time – being late waives the minimum
  - Not short on cash compared to inventory – shortages are deducted from the minimum

The minimum is \$50 per staff scheduled to work a location. If the NFP Group fails to meet the required staffing for the assigned stand, Section 14 Liquidated Damages applies and the NFP Group will be paid commission only.

25. Loitering – Loitering is not permitted in any area of the facility. Seating is not allowed in the bowl area of the Arena. NFP Group members are to stay in assigned locations. Any volunteer using their volunteer service as access to the facility will be

escorted from the building. The NFP Group will be charged four (4) times the value of the ticket or \$50 whichever is greater.

26. Cleaning – All locations need to be cleaned to POP’s standards based on a POP supervisor’s inspection. If locations are not reasonably cleaned in POP’s opinion, the NFP Group will be charged a \$50 fee.

27. Counterparts - This contract may be executed by all of the parties on separate counterparts, and all said counterparts shall be deemed to constitute an original.

\_\_\_\_\_  
**(Name of Group)**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
(Group Representative)

E-mail Address: \_\_\_\_\_

Title: \_\_\_\_\_

**Group Federal Tax ID Number:**

\_\_\_\_\_  
\* By signing the above, representative warrants that he/she has the authority to act on behalf of the NFP Group.

**Proof of the Pudding**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

EVENT \_\_\_\_\_ GROUP \_\_\_\_\_ DATE: \_\_\_\_\_

LOCATION(S): \_\_\_\_\_

**PLEASE READ: “Limitation of Liability”** — Neither Proof of the Pudding (POP), the Arena at Gwinnett Center, nor any officer, director, agent or employee of POP or Arena at Gwinnett Center shall be responsible for the safety of persons or property of the Not-for Profit (NFP) Group, any volunteers staffing the NFP Group’s Stand Assignments or any of their invitees or licensees. Neither POP nor the Arena at Gwinnett Center shall have any liability for any act or omission of the NFP Group, any volunteer staffing the NFP Group’s Stand Assignments, or any of their invitees or licensees. The NFP Group agrees to hold harmless and indemnify POP and the Arena at Gwinnett Center from any and all liability for personal injury or damage suffered by the NFP, any volunteers staffing the NFP Group’s Stand Assignments or their invitees or licensees, excluding only liability arising from intentional acts, gross negligence or willful or wanton conduct of POP or the Arena at Gwinnett Center. The NFP Group further agrees to hold harmless and indemnify POP and the Arena at Gwinnett Center from any and all liability arising from actions or omissions of the NFP Group, any volunteer staffing the NFP Group’s Stand Assignments or their invitees or licensees. The NFP Group agrees to have all volunteers staffing its Stand Assignments sign this Liability Release form supplied by POP prior to entering the Arena at Gwinnett Center premises. The provisions of this section are for the benefit of POP and the Arena at Gwinnett Center and may be enforced directly by either of them.

**By signing this form, I have read and agree to the “Limitation of Liability”**

<b><u>Time</u></b>	<b><u>Print your Name</u></b>	<b><u>Sign your Name</u></b>	<b><u>Sign In</u></b>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____
4.	_____	_____	_____
5.	_____	_____	_____
6.	_____	_____	_____
7.	_____	_____	_____
8.	_____	_____	_____