

**CONCESSIONS SUBCONTRACT
(NON-PROFIT GROUP)**

THIS CONCESSIONS SUBCONTRACT (NON-PROFIT GROUP) (this “*Agreement*”) is made this ____ day of _____, 2015 by and between [ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC] [for the name of the applicable Aramark Sports and Entertainment entity that is the party to this Agreement for the venue] a [Delaware limited liability company] (“*Aramark*”), and [_____], a non-profit, tax-exempt organization, having an address of [_____] (“*Group*”).

Background

A. Group is a non-profit, tax-exempt group, as defined in Section 501 of the Internal Revenue Code.

B. Aramark provides food and beverage services at the public event facility known as [_____], located in [_____, _____] (the “*Facility*”).

C. Group has requested that Aramark permit Group to engage in fund raising for civic, charitable, religious, educational, or other purposes as defined in Section 501 of the Internal Revenue Code through the conduct of concessions operations at the Facility. Aramark is willing to enter into a concessions subcontract for the provision of certain services at the Facility by Group on the terms and conditions set forth in this Agreement.

Agreement

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and intending to be legally bound hereby, Aramark and Group agree as follows:

1. Concessions Operations. Group will conduct concessions operations (“*Concessions Operations*”) at the Facility, at such events, in such locations, and selling such products as Aramark may designate from time to time, and otherwise in accordance with policies, procedures and instructions required by Aramark or the Facility. The Concessions Operations shall be conducted by Group in a courteous, efficient and safe manner and at all times in compliance with applicable laws.

2. Term. The term of this Agreement (the “*Term*”) shall commence on _____, 2015 and shall expire on _____, 2015, such term being no longer than one (1) year, unless sooner terminated in accordance with the terms of this Agreement.

3. Financial Arrangement.

(a) Commissions.

A. In consideration of its performance of the Concessions Operations, Group shall receive commissions (“**Commissions**”) based on a percentage of the Gross Receipts from the Concessions Operations, which percentages shall be determined in accordance with the following table:

<u>Number of Events Served:</u>	<u>Percentage Commission:</u>
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To be inserted as applicable for each venue

For purposes of this Agreement, “**Gross Receipts**” shall mean the total revenue (cash and credit) received by Group from the sales at Concessions Operations at the Facility less sales taxes and other direct taxes imposed upon receipts collected from consumers, and any credit/debit/gift card transaction fees and charges.

B. Method of Payment. All sums received by Group from the Concessions Operations will be turned over to Aramark on the same day as received. Aramark shall calculate the Commissions payable to Group after deducting sales taxes and any cash shortages occurring in the course of the Concessions Operations. Commissions due to Group will be paid every _____ weeks.

(b) Alternative and/or Additional Financial Terms.

Please insert alternative and/or additional financial terms

4. Minimum Operations Requirements. Group shall conduct the Concessions Operations at a minimum of _____ events during the Term, and in any case, at all events for which Group is scheduled to do so. In the event Group fails to conduct Concessions Operations at the minimum number of events, or fails to do so at a scheduled event, Aramark shall be permitted to take the following actions, concurrently or consecutively, in its sole discretion: (a) terminate this Agreement upon two (2) business days’ notice, (b) recover any losses from amounts otherwise payable to Group under this Agreement and (c) pursue any other right or remedy available to Aramark in law or in equity.

5. Products. Aramark shall supply Group with all products to be sold by Group at the Facility. Group shall be responsible for any loss, damage or theft of products in Group’s possession. Aramark may deduct the retail value of any lost, damaged or stolen products from the Commissions otherwise payable to Group. If Group causes an excessive amount of product waste or spoilage during an event as determined by Aramark, in consideration of the services and products provided to Group by Aramark, Group will be charged a flat fee of \$100.00 plus the retail

value of the wasted or spoiled product. Aramark may deduct such amounts from the Commissions otherwise payable to Group.

6. Volunteers.

A. Aramark shall specify the number of individuals required to perform the Concessions Operations at the specified stand or location and Group must be able to provide a sufficient number of volunteers to serve the Concessions Operations at each event. Such volunteers shall arrive at times required in order to perform the Concession Operations during the times designated by Aramark for each event. Group shall not permit any individuals to volunteer if they are less than eighteen (18) years old or they are employees of Aramark.

B. Volunteers of the Group including those engaged in the Concessions Operations on Group's behalf are not, under any circumstances, employees of Aramark. Prior to a volunteer participating in any event, the volunteer must sign the Volunteer Acknowledgement Form (the "Acknowledgement") attached hereto as Exhibit A (as well as any additional documentation that may be required by Aramark), acknowledging that he/she is providing time and effort freely for the benefit of Group, without intention, expectation, or contemplation of wages, compensation, or benefits. Group shall collect all of the signed Acknowledgements, validate that each volunteer has signed an Acknowledgement, and provide copies of the signed Acknowledgements to Aramark before the volunteer is allowed to engage in fund raising activities under this Agreement. Group shall not permit any volunteer to participate in an event unless the volunteer has provided a signed Acknowledgement. Aramark will not and shall not be required to pay any wages, compensation, or any other benefits, to such volunteers.

C. Group agrees to indemnify, defend and hold harmless Aramark from any and all claims made by its current or former volunteers for any wages, compensation, or benefits or any other claims related to the volunteers' service.

D. Group shall not permit any individual to volunteer if the volunteer receives food, shelter, clothing, necessities of life, or any other similar benefit from the Group.

E. Group will provide not less than one leader for each event to be responsible for supervising Group's volunteers. Aramark's manager will communicate directly with such leader with regard to the Concessions Operations. If such leader arrives later than one-half hour after the scheduled reporting time for Group's volunteers, Aramark shall have the right to cancel Group's operations for the event.

7. Rules and Regulations. Group shall comply with all rules, regulations, and policies established by Aramark for the conduct of Concession Operations at the Facility, as well as all other applicable Federal, state, and local laws and regulations.

8. Termination. Aramark may terminate this Agreement by written notice to Group, at any time for any reason whatsoever, including without limitation, if Group fails to observe or perform any provision of this Agreement, which notice shall be effective immediately.

9. Insurance.

(a) *Group's Right to Obtain Separate Insurance Policy.* Group shall maintain adequate insurance coverage for its operations in the amount of \$1,000,000 per occurrence combined single limit for third party bodily injury and personal injury (including death) and property damage and shall include Aramark as an Additional Insured with coverage on a primary and non-contributory basis over any insurance maintained by Aramark. Group shall provide a certificate of insurance to Aramark upon execution of this Agreement and at least thirty (30) days prior to the expiration or any cancellation of the policy. If alcoholic beverages are served by the Group, Group's insurance must include liquor liability coverage.

(b) *Coverage by Aramark Policy.* Notwithstanding the foregoing, in the event Group cannot obtain its own insurance coverage, using commercially reasonable efforts, Aramark will provide General Liability insurance, including liquor liability where applicable, covering the Group in the amount of \$1,000,000 per occurrence combined single limit for third party bodily injury and personal injury (including death) and property damage (the "**Aramark Policy**"). Group must provide immediate notice to Aramark in the event of any incident or circumstances of bodily injury, personal injury (including death) or property damage including any and all oral and written notices, demands and claims that Group may receive or become aware of. Group shall cooperate with Aramark, its agents and representatives in the investigation, defense and settlement of any and all claims arising under the Aramark Policy.

10. Indemnification. Group shall indemnify and hold Aramark harmless from any and all claims, litigation, damages, losses, expenses (including attorneys' fees) arising by reason of the activities of Group or any of its members, agents, or volunteers at the Facility, and for injury or damage to any persons or property by reason of any of the foregoing.

12. Cancellation. Aramark shall have the right to cancel Group's Concessions Operations for a particular event or events. Aramark will use reasonable efforts to provide 48 hours' prior notice of such cancellation. Group shall give not less than 48 hours' prior notice if Group intends to cancel an event at which it is scheduled to conduct Concessions Operations.

13. Training. Group shall cause its volunteers to participate in and satisfactorily complete any training required by Aramark or the Facility.

14. Cleaning. Group will be charged \$50.00 per occurrence for cleaning, if a concession area assigned to Group is not left in a satisfactory condition. Aramark may deduct such amounts from commissions otherwise payable to Group.

15. Damage. Group shall be responsible for any damage to its concession areas caused by its volunteers. Aramark may deduct such amounts from the Commissions otherwise payable to Group.

16. Limitation of Damages. IN NO EVENT SHALL ARAMARK BE LIABLE TO GROUP OR ITS MEMBERS FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFIT, BUSINESS, OR GOODWILL, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW, OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OR POSSIBILITY OF SUCH DAMAGES OCCURRING. ACCORDINGLY, GROUP SHALL NOT BE ENTITLED TO SEEK, CLAIM, OR COLLECT DAMAGES IN EXCESS OF THE ACTUAL AND DIRECT DAMAGES ACTUALLY INCURRED OR SUSTAINED UNDER THIS AGREEMENT.

17. Alcohol Service. To the extent that Aramark, in the sole exercise of its discretion, permits Group to sell alcohol at the Concession Locations, then all of Group's members who will be associated with the sale, service or provision of alcoholic beverages at the Facility shall undergo such alcohol training and certification as Aramark may from time to time require for those individuals involved in the sale, service or provision of alcoholic beverages at the Facility (including alcohol awareness training (TIPS, TEAM or any state mandated alcoholic beverage service training program) or any such other alcohol programs as Aramark may from time to time implement at the Facility). Group shall also ensure that all of its members comply in all respects with all: (i) applicable laws pertaining to the sale, service and provision of alcoholic beverages (including, without limitation, no service to minors, no service to any visibly intoxicated individuals, and minimum age for volunteers and members involved with the sale, service and provision of alcoholic beverages); and (ii) of Aramark's policies and procedures pertaining to the sale, service and provision of alcoholic beverages. Group's failure to comply with the terms and conditions contained in this Section shall constitute an immediate grounds for removal of any Group member violating this provision from the Facility and/or the termination of this Agreement with the Group, in each case without any further notice or right to cure. Without limiting the generality of the foregoing, if Aramark permits Group to sell alcohol hereunder, then nothing will prohibit Aramark from subsequently terminating Group's rights to sell alcohol hereunder for any or no reason whatsoever, and such termination shall not otherwise affect the rights of the parties hereto.

18. Tax Exempt Status. Group represents and warrants to Aramark that it is, and shall remain throughout the Term, a non-profit, tax-exempt entity as defined in Section 501 of the Internal Revenue Code. On or prior to the date of signing this Agreement, Group shall provide Aramark with evidence of such status which must be reasonably satisfactory to Aramark.

19. Standards. For the purpose of ensuring the quality of the services provided by Aramark to its clients, Group shall comply, and shall cause all of its members performing services under this Agreement to comply, with the requirements, standards and protocols set forth on **Exhibit B** (collectively, the "*Facility Standards*"), which may be updated or otherwise modified from time to time by Aramark or its clients upon written notice to the Group. Group retains sole discretion as to training, coaching and other direction provided to its members to ensure their compliance with the Standards. Without limiting any other provision of this Agreement, Group shall comply with the background check requirements for all of its members providing services hereunder as set forth in **Exhibit B**.

20. Confidentiality. Except for disclosure as required by applicable law and disclosure to Group leaders as may be required to enter into and carry out the terms and conditions of this Agreement, Group must at all times keep confidential the terms and conditions of this Agreement.

21. CHOICE OF LAW. The parties further agree that any dispute arising under this Agreement, or related in any way to the term of same, shall be governed by the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representatives the day and year first set forth above.

**ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, LLC**

By: _____

Name:

Title:

GROUP

By: _____

Name:

Title:

EXHIBIT A

VOLUNTEER ACKNOWLEDGMENT FORM

Last Name: _____ **First Name:** _____

Group: _____ **Facility:** _____

This Volunteer Acknowledgment Form (“Form”), to be completed and signed by you, details your agreement to be a volunteer with the Group identified above, a non-profit, tax-exempt organization, as defined in Section 501 of the Internal Revenue Code (“the Group”).

[**ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC**] [*or the name of the applicable Aramark Sports and Entertainment entity that is the party to the NPO Concessions Subcontract for the venue*] (“Aramark”) provides food and beverage services at the public event facility identified above (the “Facility”). The Group requested that Aramark permit the Group to engage in fund raising for civic, charitable, religious, educational or other purposes as defined in Section 501 of the Internal Revenue Code through the conduct of concessions operations at the Facility as Aramark may designate from time to time.

You acknowledge as follows:

1. I am performing volunteer work for the Group without any expectation or intention of receiving wages, compensation, or benefits from the Group or from Aramark. I am donating my time and effort for the benefit of the Group because of my interest in supporting the Group and its mission. My services are offered freely and without pressure or coercion, direct or implied from any member of the Group or any employee of Aramark.
2. I understand that I am not an employee of Aramark and I have no expectation of an employment relationship, whether express or implied.
3. I understand that I will not receive any wages, compensation, or benefits from the Group or Aramark for my volunteer service to the Group. In addition, I understand that I will not be reimbursed for any personal expenses, such as parking or meals that I incur in performing my volunteer work.
4. I understand that my volunteer service is not for a fixed period of time and that the Group or Aramark may release me as a volunteer without prior notice and for any reason.
5. I understand that the Group supervisor will determine the tasks associated with my volunteer service. I also understand that I may receive training related to my volunteer service.

6. I attest that I do not receive food, shelter, clothing, necessities of life, or any other similar benefit from the Group.

7. I understand that I am required to complete a Background Investigation Disclosure and Authorization Notice and a Criminal History Disclosure Form. I understand that my volunteer service is contingent on any results of such checks being satisfactory to Aramark.

8. On behalf of myself, my heirs, and my representatives, I agree to release, indemnify, and hold harmless Aramark and Aramark's Client, all of their parent, subsidiary and affiliated companies, and all of their past and present officers, directors, employees, agents and assigns from any and all liability, damage, or claims of any nature that arise out of or are related to my volunteer service to the extent such liability, damage and claims may be released under the law.

9. By signing this Form, I attest that I am 18 years of age or older.

Volunteer Signature: _____

Date: _____

EXHIBIT B

FACILITY STANDARDS

This Exhibit A to the Concessions Subcontract (Non-Profit Group)(the “*Agreement*”) between _____ (“*Group*”) and Aramark Sports and Entertainment Services, LLC (“*Aramark*”), dated _____, 2015, sets forth certain requirements and standards related to Group’s performance of its obligations under the Agreement for the Facility (terms used but not defined herein shall have the meaning given to them in the Agreement).

Background Checks: To protect the safety and security of the employees of Aramark and its clients, as well as the guests at our clients’ facilities, before Group may have any of its members provide services under the Agreement, Group must satisfy the following requirements for each individual member proposed to work for the Group at the Facility:

(a) completion of:

(i) a Background Investigation Disclosure and Authorization Notice and

(ii) a Criminal History Disclosure Form (the “*Criminal History Form*”) provided by Aramark or such other evidence of background checks as may be required by Aramark from time to time; and

(b) completion of a sexual offender registry check, which will be performed by Aramark.

Any criminal history disclosed on the Criminal History Form or appearing in the sexual offender registry check will be reviewed and evaluated by Aramark in determining whether to permit an individual to volunteer for Group at the Facility. In making its determination, Aramark will consider the nature and seriousness of the offense, the time that has passed since the conviction and/or completion of the sentence and any other factors Aramark deems relevant to the role of a volunteer for Group working at the Facility and Aramark’s determination shall be in its sole discretion and shall be final.