



Thank you very much . . .

. . . for expressing interest in the NFP program at Verizon Wireless Amphitheatre at Encore Park! We are especially proud of our unique fundraising program, which enables local not-for-profit groups to earn a percentage of profits generated in concession locations staffed in part by volunteer workers. This mutually beneficial arrangement aids us in providing top notch guest service, as well as fostering an economically meaningful connection to our diverse community – and it's lots of fun, too!

We've enclosed informative materials that should give you a good idea of what the program requirements and expectations are, what the potential benefit to your group would be, and what steps to take if you're interested in applying for acceptance into the program for the 2011 event season. If you have questions after reviewing the materials, please feel free to contact us directly.

'Wishing you a successful year of fundraising!

Lacy Fink
Office Manager
404-733-5020
lacy@ovationsatlanta.com

If you are unable to open the attachment please email Lacy Fink and we will be happy to forward the information to you by fax. Please include your group name, contact name, phone and fax number in your email.

PACKET CHECKLIST

The checklist below outlines the items that must be completed and returned to Ovations. Please return all of the required items together in one packet. ***DO NOT*** return the required items separately. Incomplete packets will be returned to the group.

- Completed Volunteer Group Roster for 2011. Please include only **ACTIVE** volunteers. You will need to update your roster and forward it to Ovations as volunteers are added or leave your group.

- A copy of your group's 501(c)3 IRS form documenting Not-For-Profit status.

- A copy of your group's W-9

- A letter of intent outlining the nature of your organization and the projects that the revenue you earn would support.

- A completed and signed Alcohol Agreement by the Group Leader on behalf of the entire group.

- A copy of the group's general liability insurance policy.

- The completed NFP Information Sheet (both pages, including a co-leader).

- The completed and signed NFP 2011 Agreement

Please return the completed packet of the items listed above to:

Lacy@ovationsatlanta.com

2011 Not for Profit Group Agreement

This Agreement is entered into as of _____ by and between Ovations Food Services, LP, a for-profit corporation, with an address at Verizon Wireless Amphitheatre at Encore Park (Ovations), and _____ a not-for-profit corporation, with an address at _____ (Group)

RECITALS

Whereas, Group is a 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 Ovations 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 Verizon Wireless Amphitheatre at Encore Park during certain specified events; and

Whereas, Group and Ovations wish to enter into an agreement for Group to provide volunteers to staff the concession stand at Verizon Wireless Amphitheatre at Encore Park in exchange for a certain percentage of the concessions sales revenue;

Now, Therefore, the parties hereto agree as follows:

1. **Sale of Concessions.** Ovations hereby grants Group the right to sell concessions and other products as identified by Ovations from time to time ("Products"), during events at Verizon Wireless Amphitheatre at Encore Park. Ovations shall determine the schedule for which Group shall provide concessions sales services to Ovations. All services by the Group shall be performed at the concession stand designated by Ovations, unless otherwise determined by Ovations.
2. **Volunteers.** Group shall use volunteers to sell Products at Verizon Wireless Amphitheatre at Encore Park events according to the schedule set by Ovations. Ovations shall provide reasonable training and supervision to the volunteers, and all required to work for each event scheduled. Group shall be required to have an Ovations-specified number of volunteers at each event. All volunteers must be at least eighteen (18) years of age unless otherwise approved by Ovations. Ovations shall specify a time at which all volunteers must be present prior to each event. If at any time it becomes necessary for Ovations personnel to help Group work the concessions stand because the Group did not provide the required number of volunteers, Ovations shall deduct from Group's Earnings (as defined below) an amount equivalent to the Ovations personnel's hourly wages while assisting Group. Group represents and warrants that all services to be performed by the volunteers shall be performed in a courteous and efficient manner.
3. **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 Stand Manager shall ensure that a copy of the release and acknowledge form, signed by each volunteer, is given to Ovations personnel prior to each event.

4. **Uniforms.** All volunteers shall wear the following uniform when providing services pursuant to this Agreement: (1) black pants or black shorts, (2) Ovation's shirt, (3) organizational hat (optional) (4) shoes or sneakers (no sandals or open toed footwear). Shirts provided by Ovation's. Ovation's shall prepare an inventory of the uniform items provided to Group. Uniforms shall be picked up by Group from the Ovation's offices prior to each event. During the term of the Agreement, care and cleaning of the uniforms will be done by Ovation's. Group shall return the uniforms to the Ovation's offices at the end of each event at Verizon Wireless Amphitheatre at Encore Park, or promptly upon the termination of this Agreement for any reason. Should any uniform items not be returned to Ovation's, or should any uniform items be returned in an unusable condition, Ovation's shall deduct the cost of the missing or unusable uniform items from Ovation's' payment to Group. Should the cost of the missing or unusable uniform items exceed the amount of Ovation's' payment to Group, Group shall reimburse Ovation's for the excess amount.
5. **Parking.** Parking for volunteers is located in the employee parking lot. There is no cost of parking for volunteers.
6. **Stand Manager and Assistant Stand Manager.** Group will designate one volunteer as a Stand Manager. The Stand Manager 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 Ovation's, (c) enforcing Ovation's policies, (d) ensuring each volunteer signs the sign-in sheet prior to each event, (e) ensuring the concessions stand is clean and prepared prior to each event, (f) counting inventory with Ovation's personnel prior to and after each event, and (g) ensuring the concessions stand is clean and secured after each event. The Stand Manager shall be required to be present at all Verizon Wireless Amphitheatre at Encore Park events at which the Group provides services. Group shall also designate a volunteer as Assistant Stand Manager. The Assistant Stand Manager shall help the Stand Manager in the performance of his/her duties under this Agreement.
7. **Concessions to be Sold.** Ovation's shall supply Group with all products to be sold to patrons at Verizon Wireless Amphitheatre at Encore Park events. At the beginning of each event, the Stand Manager will count inventory and verify the inventory count with an Ovation's supervisor. It is the Group's responsibility to monitor and supervise all inventories while the event is in session. At the end of the event, the Stand Manager shall count the inventory, balance the stand sheet, and verify the inventory count with an Ovation's supervisor. The Stand Manager (who counts inventory) shall not be the same person as the Assistant Stand Manager (who counts the money as set forth in Section 8).
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 Assistant Stand Manager and taken to the Ovation's money room personnel to be verified. No cash may leave the concession stand without the escort of an Officer. After the cash is counted, the Assistant Stand Manager shall take the money deposit slips directly to the Ovation's head cashier. Money deposit slips are not to be taken back to the concession stand. Before leaving at the end of the event, Group shall be given a signed copy of their money deposit slip (which shall indicate Cash Shortage amounts, if any), initialed by an Ovation's representative. The Cash Shortage amount shall be the amount of cash collected by Group during an event minus the difference between total retail value of all Products inventoried before the event and the retail value of all Products inventoried after the event.

9. **Payment for Services.** In consideration for the series provided by Group, Group shall be paid 10% of food and non-alcoholic beverage receipts net of sales tax for a concession at the Center Stage Market and The Opening Act Classic concessions, and 5% of beverage kiosks or portable receipts net of sales tax ("Earnings"). Group shall provide Oventions with the Group's Federal Tax Identification Number to Oventions before any payment will be made. In the event Group does not possess General Liability Insurance or provide a Certificate of Insurance naming Oventions and Atlanta Symphony Orchestra as an additional insured, an insurance charge of .5% will be assessed, thereby decreasing the commission from 10% to 9.5% and 5% to 4.5% respectively. Payment shall be made to Group by check twice monthly. Any Cash Shortage amounts shall be deducted from the Earnings prior to payment to Group. Cash Shortage shall be the amount of cash collected by Group during an event minus the difference between total retail value of all Products inventoried before the event and the retail value of all Products inventoried after the event.
10. **Deficient Service by Group.** In the event Oventions determines, in its sole discretion, that there is a deficiency in the services performed by the Group. Oventions 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. Oventions 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 Oventions is given to Group of the deficiency;
 - (c) Group refuses to staff the concession stand for one (1) event;
 - (d) There exists any other situation which, in the sole discretion of Oventions, makes continuation of this Agreement detrimental to the interests of Oventions.
12. **Compliance with Laws.** Group agrees that Group and its volunteers will comply with all applicable Oventions and Verizon Wireless Amphitheatre at Encore Park rules and regulation, and policies and procedures, including alcoholic beverage procedures of Oventions and Verizon Wireless Amphitheatre at Encore Park. 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 Oventions 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. **Insurance.** Prior to any operations being performed, the Group shall procure and file with Oventions two copies of the certificate of **general liability** and **liquor liability** insurance in the following amounts;
- a.) One Million dollars (\$1,000,000) general liability each occurrence;
- Such certificate shall name Oventions and Verizon Wireless Amphitheatre at Encore Park as additional insured. In the event the Group does not possess General Liability Insurance or provide a Certificate of Insurance naming Oventions as additionally insured, an insurance charge of .5% will be assessed.
14. **Indemnification.** Group agrees to indemnify and hold harmless Oventions and Verizon Wireless Amphitheatre at Encore Park 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 Atlanta Symphony Orchestra shall be a third party beneficiary with regard to this Section 14 of this Agreement.

- 15 **Release.** Group releases and discharges Ovations and Verizon Wireless Amphitheatre at Encore Park from any claims, liabilities, damages, and expenses, including bodily injury or death, arising out of or in connection with this Agreement, Ovations and Group acknowledge and agree that Atlanta Symphony Orchestra shall be a third-party beneficiary with regard to this Section 15 of this Agreement.
- 16. **Arbitration.** Any dispute or claim arising under this Agreement shall be resolved by arbitration in the City of Alpharetta, 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 a judgement or order in any court of competent jurisdiction.
- 17. **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 with out the prior written consent of Ovations. Failure of any party to exercise promptly any right herein 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 Georgia.

For:

For:

Group Name:

Ovations Food Services, LP

BY _____

By: _____

Name:

Name:

Title:

Title:

VOLUNTEER SIGN-IN SHEET
ACKNOWLEDGMENT AND RELEASE FORM
For

ALL EVENTS at Verizon Wireless Amphitheatre at Encore Park including but not exclusive to: Atlanta Symphony Orchestra, Concerts, and Shows.

By signing below, I acknowledge and agree that:

- (1) I am familiar with the terms of the Volunteer Services Agreement entered into by and between _____ (“Group”) and Ovation Food Services, LP (Ovation). I am volunteering my time and efforts to Group pursuant to the Volunteer Services Agreement by providing concessions stand sales services at **Verizon Wireless Amphitheatre at Encore Park** for the event and as of the date indicated above. I do not wish or expect, and shall not demand, any compensation for my services from the Group, Ovation Food Services, LP, or any other organization, for providing my services since I wish to donate my services to the Group for free.
- (2) I shall abide by all of the terms and conditions of the Volunteer Services Agreement.
- (3) I hereby release and discharge Ovation and Verizon Wireless Amphitheatre at Encore Park from any claims, liabilities, damages, and expenses, including bodily injury or death, arising out of or in connection with my volunteer services and activities of Ovation and/or Verizon Wireless Amphitheatre at Encore Park, pursuant to the volunteer Services Agreement.

Group Name: _____

Date: _____

Stand Manager - Print

Assistant Stand Manager - Print

Stand Manager's Signature

Asst Stand Manager's Signature

NFP Contact Information Sheet

2011

Name of Organization _____ Your Name _____

Primary Contact will be: Name _____

Address _____

City, State, Zip _____

Telephone Numbers:

Work _____

Home _____

Cell/Fax _____

Email address _____

Co-Leader will be: Name _____

Address _____

City, State, Zip _____

Telephone Numbers:

Work _____

Home _____

Cell/Fax _____

Email address _____

Treasurer will be:

Name _____

Address _____

City, State, Zip _____

Telephone Numbers:

Work _____

Home _____

Cell/Fax _____

Email Address _____

All checks should be mailed to:

Name _____

Address _____

City, State, Zip _____

Telephone _____

Email Address _____

Ovations Alcoholic Beverage Service Rules

Ovations is an entertainment company that is dedicated to the safe and responsible service of alcoholic beverages to its patrons during entertainment-related events. The sales and service of alcoholic beverages carries with it the responsibility, on the part of the organization's employees, workers, and managers, to ensure strict compliance with existing State laws.

A violation of any existing Alcoholic Beverage Control (ABC) statute can subject both the employee to criminal and civil sanctions and the company to civil and administrative sanctions. Sanctions against the employee vary by location and can include a felony charge, a prison sentence, and/or a substantial fine. Further, the administrative penalty applied to the company's ABC license may be significantly greater, including substantial fines and/or suspension or revocation of the license.

In order to protect Ovations personnel and ensure that a patron's entertainment experience is safe and enjoyable at the **Verizon Wireless Amphitheater @ Encore Park**, employees *shall* adhere to the following responsible alcoholic beverage serving requirements:

PLEASE INITIAL NEXT TO EACH POLICY

- _____ All employees, not for profit group leaders, supervisors and **managers involved in the sale and/or service of alcoholic beverages** *shall* attend the OFS training session **prior** to beginning their actual service shifts with Ovations;
- _____ All patrons *shall* be required to present identification prior to the purchase of any alcoholic beverage **even when they are wearing the appropriate wrist band (when used)**;
- _____ Servers *shall* **closely** examine the presented form of identification by physically holding the ID without any protective cover on the ID (such as those found in wallets) to ensure that it is bona fide, that it depicts the same person presenting it, and that the date of birth is acceptable (21 years of age). **NEVER ASSUME IDENTIFICATION IS VALID SIMPLY BECAUSE IT IS PRESENTED TO YOU, THE SERVER;**
- _____ Acceptable bona fide identification at the **Verizon Wireless Amphitheater @ Encore Park** is: 1.) A **STATE** Driver's license, 2.) A **STATE** Identification Card, 3.) Any of the other 49 states driver's licenses, and 4.) A **MILITARY** Identification Card; Servers *shall not* accept extension permits with an expired ID.
- _____ Servers and stand managers *shall not solely* rely on the electronic ID verification machines when checking identification (when used) as they are but one tool in the defense of underage drinking;
- _____ If the identification is determined to be questionable or if the presenter leaves without it prior to the sale, contact the manager or supervisor to confiscate the identification card and immediately provide it to the stand manager. Further, immediately notify event security so that the minor is located and properly escorted off of the premises; A receipt will be provided to the individual upon confiscation of ID.
- _____ Prior to any sale or service of an alcoholic beverage, servers *shall* examine the physical state of the patron for signs of intoxication. If you detect **any** objective

- symptoms, politely decline the service and immediately notify the stand manager and event security staff;
- _____Servers **shall** monitor the immediate location for any apparent minors consuming alcoholic beverages on the licensed premises or attempts of a pass off of an alcoholic beverage to a minor. If one is observed, immediately notify the stand manager and event security who will take appropriate action;
 - _____**Servers shall serve no more than two drinks of alcoholic beverages to a single patron at one time. Alcoholic beverages include wine, beer and distilled spirits.**
 - _____No other alcoholic beverages, other than those sold/served by Ovations, are allowed inside of the **Verizon Wireless Amphitheater @ Encore Park**. If a server observes any unauthorized beverages, he/she shall notify an Ovations supervisor who will take appropriate action;
 - _____The sales of all alcoholic beverages will cease at management's discretion;
 - _____Managers and supervisors **shall make reasonable and good faith efforts to** ensure that patrons do not possess, transport or consume alcoholic beverages outside of the **Verizon Wireless Amphitheater @ Encore Park** at any time;
 - _____Concessions supervisors, catering supervisors, suite captains and bar managers **shall make reasonable and good faith efforts to monitor** the server's actions when they are selling/serving alcoholic beverages. They **shall** also ensure that all patrons, including those occupying the suites, are subject to the same alcoholic beverage service requirements;
 - _____Servers shall ensure that food items and non-alcoholic beverages are available for service at all times; and,
 - _____Servers who are encountering problems with any patron **related to implementation of these policies and procedures** shall immediately notify an Ovations supervisor.

Server Agreement:

I have read, understand, and agree to abide by each one of the serving requirements during my service with Ovations at the **Verizon Wireless Amphitheater @ Encore Park**. **I understand that I am solely responsible for any fines or legal fees that I might incur if I serve a minor alcohol. I also understand that if I serve an intoxicated customer I may be found liable in civil law suits for over-serving alcohol to an already intoxicated customer.**

Employee or NPO Leader Signature

Ovations Manager Signature

Date of Agreement

NPO group name (if applicable)