

GROUP CONTRACT FOR NON-PROFIT GROUPS 2016

This Agreement is entered into between _____ a non-profit charitable organization that represents itself to have qualified as tax-exempt status (hereinafter referred to as the "Charity"), and **Elite Show Services, Inc.**, d/b/a Elite ("Elite"), in order to provide the Charity a fund-raising opportunity.

Pursuant to the terms and conditions described more particularly below, Elite will make contributions to the Charity for volunteers made available by the Charity for the purpose of intermittent event staffing at sports and entertainment events at Qualcomm Stadium (the "Facility").

1. VOLUNTEERS.

Volunteers must be 18 years of age and have photo identification on their person. Violation of this policy will result in termination of contract. All volunteers must stay in their assigned location. Volunteers shall not bring any unauthorized people or children into the stadium, seating areas or concession stands.

All volunteers will be recruited, assembled and supervised in the performance of their functions by the Charity, and all volunteers will be persons who are members of or persons otherwise affiliated with the Charity. All volunteers will be persons whom, of their own sole and free volition desire to contribute their time and efforts, without expectation of compensation and solely for their personal purpose or pleasure, to the fund raising activity of the Charity in the manner provided for in this Agreement.

No volunteer made available by the Charity for the purposes of this Agreement shall be regarded as an employee of Elite for any purpose and shall be aware that their time is being spent as a volunteer without any expectation of compensation.

No person recruited by the Charity will be accepted for the purposes of this Agreement who does not first execute and deliver to Elite an **Individual Volunteer Agreement** giving his or her express assent to the terms of this paragraph.

2. STAFFING.

The group size provided by the Charity can range from 10 to 200 volunteers. One of these individuals must be designated as the "Group Leader," responsible for communicating with the group and ensuring that the terms of this Agreement are met.

Elite reserves the right to cancel, or reduce the number of groups provided by the Charity, if any group fails to have the required number of volunteers needed for staffing.

Reporting times are generally one (1) hour prior to gate opening for an event. Exact times will change from event to event and will be communicated to the Group Leader. Each volunteer will

be provided with and is required to sign the **Individual Volunteer Agreement** prior to beginning volunteer activities.

3. TERM OF THE AGREEMENT.

This Agreement shall be in effect for the entire 2016/2017 San Diego Charger's season unless otherwise stated herein. Elite reserves the right to cancel any group commitment or reduce the size of a group.

4. CONTRIBUTIONS.

- A. A contribution will be made by Elite to the Charity for each group satisfactorily provided. For each of the events Charity selects in Paragraph 6, below, Elite shall pay to the Charity \$10.00 for each volunteer hour provided at each event.
- B. The Charity must provide a completed W-9 from and have all agreements signed for the group before working an event;
- C. In the event any of the Charity's volunteers makes a claim or demand for personal compensation, monetary reward or seeks reimbursement for any losses, damages or expenses incurred in connection with services performed for the Charity under this Agreement, the amount of any such claim, demand or request for reimbursement may be deducted by Elite from the contribution payable by Elite to Charity under this Agreement; and,
- D. Elite is not responsible for contributions should there be event cancellations.

5. DRESS CODE

The Charity is expected to ensure that all the volunteers provided by it follow certain standards and guidelines in appearance, actions and attitude when dealing with the public. There are no exceptions to the dress code rules and in the event any Charity volunteer fails to comply with the dress code, the Charity will immediately cease making such volunteer available at the Facility. With that in mind, it is agreed that all volunteers will adhere to all policies and meet all uniform and grooming standards provided in the "Volunteer Information package."

Any uniform items provided to the Charity shall be returned at the end of each day. The cost of any missing items will be deducted from the contribution amount due to the Charity.

Elite reserves the sole right to change the uniform and grooming requirements as deemed necessary for operational purposes.

6. AGREED UPON SCHEDULE FOR VOLUNTEER SERVICES.

Numbers of Volunteers provided for events will be by mutual agreement subject to the conditions of this Agreement. Report times will be provided approximately 5 days prior to event.

7. ARBITRATION OF CONTROVERSIES.

If any dispute arises between Elite and Charity, excepting under Paragraph 8, below, such dispute shall be resolved without a trial by submission to binding arbitration in San Diego County, California, before a retired Judge. If we are unable to agree on a retired Judge, each party will name one retired Judge and the two named Judges will select a neutral Judge who will act as the sole arbitrator. Discovery will be permitted in accordance with California *Code of Civil Procedure* § 1283.05, and either party may request that the arbitrator limit the amount or scope of such discovery. The parties shall split equally all fees and costs of such arbitration proceedings.

8. CONFIDENTIALITY.

This Agreement is, and shall remain, confidential and contains proprietary trade secrets of Elite. Charity shall not directly nor indirectly disclose the terms of this Agreement to any third party, other than to its accounts or persons/entities upon which an evidentiary privilege communication shield exists. In the event that Charity believes that disclosure is required by law, it shall give Elite written notice of same as soon as reasonably possible. Charity understands and acknowledges that any disclosure or misappropriation of this Agreement may cause Elite irreparable harm, the amount of which may be difficult to ascertain and, therefore, agrees that Elite shall have the right to apply to a court of competent jurisdiction for an order restraining any further disclosure or misappropriation, and for such other relief as Elite shall deem appropriate. This right of Elite shall be in addition to the remedies otherwise available to Elite at law or in equity. Should either Elite or Charity retain counsel to enforce any provision of Paragraph, the prevailing Party shall be entitled to recover attorneys' fees and costs from the other Party.

AS AN AUTHORIZED REPRESENTATIVE OF THE ABOVE NAME CHARITY, I UNDERSTAND, AGREE TO AND ACCEPT THE FOREGOING TERMS AND CONDITIONS AND WILL FOLLOW, AND INSURE THAT THE VOLUNTEERS PROVIDED PURSUANT TO THIS AGREEMENT WILL FOLLOW, ALL OF THE PROCEDURES MADE APPLICABLE BY THIS AGREEMENT. IF THE CHARITY OR ANY OF THE VOLUNTEERS PROVIDED BY IT UNDER THIS AGREEMENT ARE IN VIOLATION OF ANY OF THE REQUIREMENTS OF THIS AGREEMENT, ELITE HAS THE RIGHT TO CANCEL THIS AGREEMENT WITHOUT ADVANCE NOTICE.

Signature

Work #

Cell #

Authorized Representative of the Charity
(Print full name)

Email

Federal Exempt Tax ID Number

Date

