

## 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 **901 S. National Avenue** , and \_\_\_\_\_ a not-for-profit corporation, with an address at \_\_\_\_\_ (Group)

### RECITALS

Whereas, Group is a 501(c)3 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 Missouri State University 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 Missouri State University 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 Missouri State University. 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 Missouri State University 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 twenty-one (21) 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). 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) Ovations shirt, (3) shoes or sneakers (no sandals or open toed footwear). Ovations shall prepare an inventory of the uniform items provided to Group. Uniforms shall be picked up by Group from the Ovations offices during check-in. Group shall return the uniforms to the Ovations offices upon check-out. Should any uniform items not be returned to Ovations, or should any uniform items be returned in an unusable condition, Ovations shall deduct the cost of the missing or unusable uniform items from Ovations' payment to Group. Should the cost of the missing or unusable uniform items exceed the amount of Ovations' payment to Group, Group shall reimburse Ovations for the excess amount.

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5. **Parking.** Parking for volunteers is located in Bear Park North (Cherry St.) and Bear Park South (Grand Ave. & Holland St.)
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 Ovations, (c) enforcing Ovations 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 Ovations 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 Missouri State University 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.** Ovations shall supply Group with all product to be sold to patrons at Missouri State University events. At the beginning of each event, the Stand Manager will count inventory and verify the inventory count with an Ovations supervisor. It is the Group's responsibility to monitor and supervise all inventory 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 Ovations 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 Ovations money room personnel to be verified. After the cash is counted, the Assistant Stand Manager shall take the money deposit slips directly the Ovations'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 Ovations 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. Group shall provide Ovations with the Group's Federal Tax Identification Number to Ovations before any payment will be made. 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.
10. **Deficient Service by Group.** In the event Ovations determines, in its sole discretion, that there is a deficiency in the services performed by the Group. Ovations 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. Ovations 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 Ovations is given to Group of the deficiency;
  - (c) There exists any other situation which, in the sole discretion of Ovations, makes continuation of this Agreement detrimental to the interests of Ovations.
12. **Compliance with Laws.** Group agrees that Group and its volunteers will comply with all applicable Ovations and Missouri State University rules and regulation, and policies and procedures, including alcoholic beverage procedures of Ovations. 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 Ovations 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, \_\_\_\_\_ shall procure and file with Oventions two copies of the certificate of general liability and liquor liability insurance in the following amounts;(Liquor Liability not needed for Football, Soccer, and Volleyball)

- a.) One Million dollars (\$1,000,000) general liability each occurrence;

Such certificate shall name Oventions as additional insured.

- 14. **Indemnification.** Group agrees to indemnify and hold harmless Oventions and Missouri State University 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 Missouri State University shall be a third party beneficiary with regard to this Section 14 of this Agreement.
- 15. **Release.** Group releases and discharges Oventions and Missouri State University from any claims, liabilities, damages, and expenses, including bodily injury or death, arising out of or in connection with this Agreement, Oventions and Group acknowledge and agree that Missouri State University 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 Springfield, Missouri, 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 without the prior written consent of Oventions. 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 Missouri.

For:  
\_\_\_\_\_

BY \_\_\_\_\_  
Name:  
Title:

For:  
Oventions Food Services, LP

By: \_\_\_\_\_  
Name:  
Title:

VOLUNTEER SIGN-IN SHEET  
ACKNOWLEDGMENT AND RELEASE FORM  
For

\_\_\_\_\_  
(FILL IN EVENT NAME)

ON

\_\_\_/\_\_\_/2008

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 Ovations Food Services, LP (Ovations), and I am volunteering my time and efforts to Group pursuant to the Volunteer Services Agreement by providing concessions stand sales services at Missouri State University 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, Ovations 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 Ovations and Missouri State University 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 Ovations and/or Missouri State University, pursuant to the volunteer Services Agreement.

\_\_\_\_\_  
Stand Manager

\_\_\_\_\_  
Assistant Stand Manager

ADHERE TO VOLUNTEER SERVICES AGREEMENT

STAND MANGER MUST BE IN AT LEAST ONE HALF HOUR BEFORE THE REST OF THE VOLUNTEERS ARRIVE (ASST MANAGER ALSO IF APPLICABLE)

ALL OTHER STAND WORKERS 2 HOURS PRIOR TO BEGIN OF EVENT

STUDY YOUR MENU

CASHIERS WILL USE CASH REGISTERS

ENTIRE STAND RESPONSIBLE FOR SHORTAGES AND OVERAGES

ENTIRE STAND RESPONSIBLE FOR ALL CLEAN UP

ADHERE TO THE UNIFORM POLICY

ADHERE TO ALL SAFETY AND SANITATION PROCEDURES

SUPERVISION WILL BE AVAILABLE THROUGHOUT GAME

NO DRINKING

NO SMOKING

NO SMOKING DURING YOUR WORK SHIFT ONLY DURING BREAKS-AT THE  
DESCRETION OF

THE STAND MANGER  
CONCESSION MANGER-  
CONCESSION SUPERVISOR-  
WAREHOUSE SUPERVISOR-  
OFFICE MANGER-

GROUPS NINE DIGIT FEDERAL ID NUMBER: \_\_\_\_\_