

**NDSU Dining/Concessions**  
**NONPROFIT/VOLUNTEER FUNDRAISING AGREEMENT**  
**2019-2020**

This agreement is entered into by NDSU Dining/Concessions and:

<hr/>	( <hr/> )	--	<hr/>
(NAME OF ORGANIZATION)	(PHONE #1)		
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<hr/>	(CITY)	(STATE)	(ZIP)
(ORGANIZATION ADDRESS)			
<hr/>			
<hr/>	( <hr/> )	--	<hr/>
(CONTACT PERSON)	(PHONE #2)		
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(EMAIL)			
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<hr/>	( <hr/> )	--	<hr/>
(ALTERNATE CONTACT PERSON)	(PHONE)		
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(ALTERNATE EMAIL)			

Is entering into this agreement with the understanding that if for any reason  

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 or NDSU Dining/Concessions should become dissatisfied,  
(NAME OF ORGANIZATION) either has the option to, with a fifteen (15) day notice, end this  
agreement.

**TERMS OF THE AGREEMENT:**

- A. NDSU Dining/Concessions will specify the number of events to be worked and the number of workers needed to efficiently operate the concession stands or concession carts.
- B. It is agreed that NDSU Dining/Concessions designates stands to be worked by the non-profit/volunteer fundraising organization within the terms of this agreement and in compliance with the rules and regulations stated in same.
- C. It is agreed that any additional stands worked by the above named group will be at the discretion of NDSU Dining/Concessions.
- D. Each group will furnish a list of all persons who will be working in the stands during the 2018-2019 seasons. You must indicate who has not worked before. Those people who have not worked before will be required to attend a training session before they can work in a stand or work under the concessions program. The above mentioned group must also supply NDSU Dining/Concessions with a list of the group members working each event (in writing or by email) at least 72 hours prior to the event. Changes to the list will not be made after the 72 hour deadline (emergencies only). The office must be notified of any change and only those on the list will be admitted.
- E. All stands will be stocked by NDSU Dining/Concessions prior to the event.

## **RULES AND REGULATIONS:**

- A. No one under the age of sixteen (16) will be allowed to work or be in the concession stands.
- B. No one will be allowed to enter the arena unless working in the stands or holding a ticket to the event. If a ticket has been purchased, the person must enter through the proper doors.
- C. NDSU Dining/Concessions will not cover any charitable group worker with workers compensation insurance. Each non-profit/volunteer fundraising organization will hold harmless NDSU and the State of North Dakota for injuries arising out of this Agreement.
- D. All workers will wear NDSU Dining/Concessions shirts (unless group has their own logoed shirts with their group name on them) and hats. These will be provided for you by NDSU Dining/Concessions, upon arrival to each shift. Jeans, khaki or black pants (must be in good repair, no holes or rips), will be provided by the workers.
- E. All workers will report to the concession office unless otherwise instructed by Dining management.
- F. NDSU Dining/Concessions will determine adequate staff and reporting times for the non-profit/volunteer fundraising groups.
- G. NDSU Dining/Concessions will pay the charitable group operating the North and/or East Concession stand, 15 percent of food sales for that particular event worked. Percentages are figured on net sales (sales after all taxes and expenses are deducted). The group will receive a minimum commission of \$200 per event, if commissions do not reach \$200. This is for the North and East Concessions stands. Any of the upper level food carts, such as, Taco in a Bag, Burgers & Hot Dogs, Pizza, Popcorn/Ice Cream, will be paid 15 percent of food sales for that particular event worked. Percentages are figured on net sales (sales after all taxes and expenses are deducted). The group will receive a minimum commission of \$50.00 per event, if commissions do not reach \$50.00. Any group working at the Bentson Bunker, Outdoor Track & Field or Indoor Track & Field will be compensated at \$10.00 per hour per group member.
- H. When stand supervisors are not staffed by NDSU Dining/Concessions the non-profit group must assign at least one (1) worker to be responsible for the supervision of the stand.
- I. Eating or drinking is not allowed in the serving area of the concession stand. Smoking is not allowed anywhere in the arena.
- J. No food is allowed to leave the premises. You may not eat any leftover food. Any leftover food must remain in the stands.
- K. Each worker will sign the group sign-in and sign-out sheet at the time they arrive and leave.
- L. All workers will stay until the stand is cleaned and checked by a NDSU Dining/Concessions

supervisor. At least one (1) worker will stay until all paperwork is filled out and verified by the NDSU Dining/Concessions Supervisor and all money is returned to the office.

M. No children, friends or relatives will be allowed to enter at the employee door, if they purchase a ticket to come to the event. In no way should they impede your work or the operation of the stand your group is working in.

N. Payment for non-profit/volunteer fundraising group's services will be made in the form of direct deposit. An ACH form needs to be filled out prior to group's first shift. (See Attached) Each event transaction should post to the account within one week.

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A current letter or form from the Internal Revenue Service verifying the IRS Identification Number and exempt status is required, in addition to providing the number below.

IRS IDENTIFICATION NUMBER: \_\_\_\_\_

I have read, understand and accept this agreement.

NONPROFIT ORGANIZATION: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
NDSU Dept. Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NDSU Dept. Authorized - Print

\_\_\_\_\_  
NDSU Department of Purchasing Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
NDSU Department of Purchasing - Print