



## NON-PROFIT AGREEMENT 2025-2026

This Agreement, made this first day of September 2025 by and between South Oldham High School Cheer, a non-profit organization ("Organization", "Vendor" or "NPO"), and Volume Services, Inc. d/b/a Sodexo Live! ("Sodexo Live!").

### Appointment.

Grant. Organization is hereby granted the right and privilege during the term of this Agreement to operate a concession stand at KFC Yum! Center, L&N Stadium, and Norton Healthcare Sports & Learning Center ("Premises") and other locations as mutually agreed upon by the parties.

Relationship of the Parties. Organization shall operate as an independent contractor and shall perform services for his own account. Organization is not authorized to bind Sodexo Live! for any purpose without the prior written approval of Sodexo Live!. Organization is not an agent of Sodexo Live! and shall not represent itself for any reason as an agent. This Agreement does not create an employee and employer relationship between Organization, or any of Organization's employees, members or volunteers, and Sodexo Live!.

Term. The term of this Agreement shall commence September 1, 2025, and shall continue in force and effect for a total of one (1) year, until August 31, 2026. The rights granted herein are in compliance with Sodexo Live!'s rights under the Agreement [dated 9/03/2025,] between Sodexo Live! and YH ("Client"), **as it may be modified or amended.**

Organization's Representations and Warranties. Organization represents and warrants to Sodexo Live!:

1. Organization has the full and unrestricted authority to execute and deliver this Agreement and to carry out the transactions contemplated hereby.
2. Organization is a non-profit organization duly organized, validly existing and in good standing under the laws of the State of Indiana and is duly qualified to conduct business in the State of Indiana.
3. Organization is a not-for-profit or charitable organization, as defined under federal and state laws, and is exempt from all applicable taxes. Organization shall supply Sodexo Live! with its Tax Identification Number/Employer Identification Number ("EIN") and all relevant documentation confirming its not-for-profit status, as defined under the Internal Revenue Code Section 501(c)(3), prior to executing this Agreement. If Organization's EIN number changes for any reason, it is Organization's sole responsibility to immediately inform Sodexo Live! electronically, and to notify Sodexo Live! in writing pursuant to Section XIII below. Failure to provide an accurate EIN in a timely manner or providing a false EIN will result in immediate termination of this Agreement and may expose Organization to legal liability risks (including, but not limited to, civil and/or criminal penalties imposed by federal tax laws), as well as indemnification obligations expressly imposed by this Agreement. Organization further represents and warrants that no amounts paid by to Organization under this Agreement will be used, in any way, to

- support or defeat any referendum, political candidate, political party, or ballot issue.
4. The execution of this Agreement and the commencement of the services contemplated hereby, will not violate any law, rule, or regulation or court or administrative order or result in a breach or violation of, or constitute a default (or event which with notice or lapse of time, or both, would constitute a default) under any material contract, agreement or instrument, or under any decree, judgment or order to which Organization is a party or by which any of them may be bound.
  5. Organization has complied in all material respects with all federal, state, and local laws, ordinances, rules and regulations relating to its operation or conduct of its business.

Sodexo Live! will make decisions relating to Organization's location, staffing requirements, and report times for each Organization. Sodexo Live!, in its sole discretion, reserves the right to ban Organization or any of its members/volunteers from the Premises.

### **Duties of Organization.**

Obligations. Organization shall comply with the following terms and conditions:

1. Organization Lead. Organization shall designate an individual supervisor for each assigned Service Area within the Premises ("Group Lead"), who shall be responsible and accountable for the activities of Organization and its members/volunteers at the Service Area. Organization must communicate the designated individual to the Non-Profit Coordinator, along with a full roster of volunteers working prior to each event.
2. Staffing. The Group Lead shall be responsible to fully staff its assigned Service Area of responsibility, as designated by the Sodexo Live! representative. Organization will keep each assigned service area open and fully staffed until released by Sodexo Live!. Organization shall provide the designated number of members/volunteers, as specified by Sodexo Live! for each event. If the Organization is short-staffed, late without prior approval, or brings volunteers that have not been adequately trained, Sodexo Live! reserves the right to supplement the Service Area with another group or groups, and the Organization acknowledges and agrees that any such groups shall receive a reasonable split of the compensation that the Organization would have otherwise received, contribution. Additionally, if exigent circumstances require it, Sodexo Live! may elect to supplement the Organization with its own workers in instances where no other group can assist and / or where the particular Service Area cannot be closed for a particular event and reasonable reduce the compensation that the Organization would have otherwise received.  
Sodexo Live! reserves the right to cancel a stand, or reassign any group or groups provided by the Charity, if any group fails to have the required number of volunteers needed for staffing **or for any other reason.**
3. Training. As a precondition for eligibility to work at the Premises, all members/volunteers shall attend and participate in all training sessions as established by Sodexo Live!. Group Leads shall attend a special orientation, which shall cover the terms of this Agreement and the operations at the Premises, and shall be responsible for communicating all required policies and procedures to the members/volunteers. Sodexo Live! will provide staff or another trained NPO Group Member to train a new "NPO Group" for the first 2 events. The experienced employee or group member will help with inventory, prep, and closing for the first event. The second event, the employee or group member will observe and help assist as needed.
4. Alcohol Awareness. ***This provision shall apply at such times, if any, that Sodexo Live! authorizes Organization to sell and serve alcoholic beverages at the Premises.*** Organization shall bring each member/volunteer who will be handling or serving alcohol at the Premises to an Alcohol Awareness Training session such as TIPS

or TEAM training conducted by Sodexo Live! for events at the Premises. Sodexo Live! shall make available such training. Alcohol Awareness Training is mandatory, and Organization will not allow any member/volunteer at or above the age of 18 to volunteer at the Premises who has not successfully completed such training. **All members/volunteers who will be handling or serving alcohol shall be at least legal age to serve alcohol in accordance with state or local law.** Organization has received, read, and agrees to comply with Sodexo Live!'s Responsible Alcohol Service Policy, which is expressly incorporated into this Agreement by reference. Organization's failure to comply will result in termination of this Agreement, and may expose Organization to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the alcoholic beverage industry. Organization shall be financially responsible for all fines, citations, violations, or other legal actions incurred by its members/volunteers arising from the sale or service of alcoholic beverages.

5. Ensure Compliance. Organization accepts sole and exclusive responsibility for keeping the members/volunteers informed of the specific terms and conditions of this Agreement and for ensuring their full compliance with the terms herein and with all laws, regulations or policies, including, but not limited to, policies imposed by the Premises and/or by Sodexo Live!. Organization will provide each member/volunteer with a copy of the Premises Rules and Regulations, a copy of which is attached hereto as Exhibit D and incorporated herein by reference.
6. Minimum Age Requirements. All members/volunteers must be at least sixteen (16) years of age, all members/volunteers who will be handling or serving alcohol shall be at least legal age to serve alcohol in accordance with state or local law. Any member/volunteer picking up their initial bank from the cash room/vault must be at least eighteen (18) years of age. In compliance with Kentucky law, volunteers involved in the sale of alcoholic beverage must be 18 years of age with supervision of a 21-year-old within fixed stands. Volunteers involved in the sale of alcoholic beverage must be 20 years of age within portable locations.
7. Member/volunteers' Conduct. Organization shall make sure that all of its members/volunteers behave in a professional manner at all times while at the Premises. Organization shall not permit, condone, or allow its members/volunteers to consume or use alcoholic beverages, drugs, obscene/vulgar language or disruptive behavior anywhere on the Premises, including the parking areas. No member/volunteer is to be in the Premises seats, boxes, suites, or viewing areas (collectively the "Seating Areas") at any time during the event, except to the extent Sodexo Live! requires it. If a member/volunteer is found loitering in any of the Seating Areas during the event or after, he or she will be removed from the Premises and Organization will not be allowed to return. In order to have the Service Area fully operable, Organization will assure that Group Leads report to their assigned Service Areas and all other members/volunteers of the Organization report to their Service Areas as determined by Sodexo Live!.
8. Access. Access to the Premises is permitted only to members/volunteers specifically volunteering in Organization's assigned Service Areas for the given event on the specific date. Organization acknowledges that any unauthorized admission for events by any member/volunteer shall be deemed as "theft of services" and may result in termination of this Agreement, in Sodexo Live!'s sole discretion.
9. Appearance. All members/volunteers must comply with the appearance standards specified by Sodexo Live! and the Premises. Organization hereby agrees that it and its members/volunteers will comply with uniform guidelines detailed on Exhibit C, which is attached hereto and incorporated herein by reference.
10. Food Handling. All members/volunteers must follow federal, state, and local procedures, as specified by Sodexo Live!, including Sodexo Live!'s policies, while handling, storing,

preparing, and serving food. If a member/volunteer is preparing, touching, or serving food, he or she must wear gloves at all times.

11. Supply of Products. Sodexo Live! will supply all products, equipment, and other supplies as required. Members/volunteers are specifically forbidden from bringing any product, equipment, or supplies either into or out of the Premises, including, but not limited to, any spoiled or unused food or event giveaways without prior written authorization from Sodexo Live!. No product may be added to or removed from any location or Service Area without authorization from Sodexo Live!.
12. Operation of Equipment. Members/volunteers must take particular care not to damage or abuse the equipment, facility, space, or Service Area provided in any way. Organization agrees that if any of its members/volunteers are uncertain how to properly operate any piece of equipment, he or she shall notify Sodexo Live! and request instructions prior to operating that piece of equipment.
13. Unauthorized or Unlawful Sale. Unauthorized product sale (e.g., refilling of any beverage cup) or unlawful sales or service by any member/volunteer (e.g., furnishing alcohol beverages to a consumer who is obviously intoxicated or under the legal drinking age) shall be cause for termination of this Agreement, and may expose Organization to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the good and beverage service industries.
14. Waste. Members/volunteers shall keep waste to an absolute minimum. At the conclusion of the event, Sodexo Live! must verify any spoilage/waste to record on the final inventory report.
15. Bags Subject to Search. All members/volunteers' packages, including handbags and personal items, are subject to search upon entering and exiting the Premises. **Bags, purses, and backpacks are not allowed in the Service Areas**; however, upon prior request, exceptions may be allowed by Sodexo Live! management at its sole discretion. Clear bags are allowed in the facility. Lockers are available to those who need them. You must bring your own padlock.
16. Food Quality. Under no conditions are perishable products to be reused from one event to the next. If any product is questionable in any way, members/volunteers should not serve the product and shall contact Sodexo Live! immediately. Sodexo Live! shall make the final determination on whether such product is appropriate to be served.
17. Health Department Inspection. Members/volunteers shall have the ability to successfully pass a health department inspection by following all food safety rules and guidelines provided by Sodexo Live!. Failure to pass an inspection may result in total loss of compensation for that event and termination of this Agreement, in Sodexo Live!'s sole discretion.
18. Accurate Sales. No product is to be given away or consumed by members/volunteers for any reason, unless authorized in writing by Sodexo Live!. Members/volunteers shall charge correct prices for all items. Members/volunteers will sell all items in the specified controllable container. Sold, used items, or previously credited items may not be included in inventory for any reason. Organization shall keep an accurate and true record of all merchandise, collections and sales and shall permit Sodexo Live! to examine such records for the purpose of verifying the correctness of any reports or payments made to Sodexo Live! by Organization. Sodexo Live! shall verify all inventory amounts at the commencements and end of all events. Violation of inventory and cash control rules will result in termination of this Agreement. Cash control rules may include, but will not be limited to: Completed Transfer Forms, Cash Pick Up Slips and Inventory Sheets.
19. Authority. Only Sodexo Live! has the authority to change any items, portions, control techniques, or prices charged for any item. Nothing in this Agreement confers any right to Organization for events, products, locations or Service Areas.

20. Member/volunteer Meals. Members/volunteers shall not smoke, drink, or eat at the Service Area. It is recommended any meals purchased by a member/volunteer should be purchased from their own stand as to maximize their commissions.
21. Side Deals. Organization is forbidden from negotiating any “side deals” with Sodexo Live!’s on-site management staff, facility clients, event managers, and participants.
22. Cancellation Notice. Organization must provide notice of cancellation of its participation for any event at least **seventy-two (72)** hours prior to the confirmed event.
23. Report Time. The report time for all events will be communicated prior by the Non-Profit Staffing Coordinator. All volunteers are expected to arrive on-site and check-in no later than 30 minutes past the report time. Any late arrivals past that, and without prior notice and approval, may result in fines to the group and/or supplementing the location with staff from another group (see Exhibit E for further details).
24. Cash Shortages. Organization assumes sole responsibility for all cash in its possession once they exit the cash room/vault until a final drop has been received by the cash room/vault at the conclusion of the event. Organization is responsible for following all cash handling procedures and the cash drop schedule. If Organization operates more than one (1) stand, Sodexo Live! shall withhold from any compensation the aggregate overage or shortage.
25. Electronic Devices. Electronic devices (cell phones, computers, i-pods, etc.) are prohibited in the concession stands. Cell phones are permitted for communications to supervisors, managers, etc. for only work-related communication or in case of emergency.
26. Signage. Signage identifying Organization must be displayed and comply with all Sodexo Live!/Client guidelines.
27. Solicitation. Organization shall not be allowed to solicit tips or gratuities. Any tip cups that are displayed or any other transgressions of this policy will result in termination of this agreement, in Sodexo Live!’s sole discretion. Sodexo Live! will provide universal tip buckets for all groups that must always remain on the back counter. No homemade tip buckets or jars will be allowed under any circumstances.
28. Volunteer Roster. Organization must maintain an up-to-date roster of all volunteers within their group and notify Sodexo Live! Of any changes.
29. Sodexo Live! Employment. No individual volunteering with the Organization shall be employed with Sodexo Live!
30. Single Group Affiliation. All individuals shall only partner with Sodexo Live! Under the affiliation of one singular charity for the season. If the individual chooses to leave and work with a separate charity, they must speak with and seek approval from the Non-Profit Coordinator.
31. Organizations members/employees shall follow the policies and procedures set forth in the NPO Handbook.
32. Vendor must at all times abide by the policies and procedures of Sodexo Live! and Client.

Insurance. Organization shall obtain and maintain in force at all times during the term hereof insurance coverages as set forth in Sodexo Live!’s insurance requirements attached hereto as Exhibit A or such insurance as required by Client, whichever is greater. In addition, Organization shall provide Sodexo Live! with a certificate of insurance as evidence of such coverage within five (5) days after the Effective Date.

1. The parties acknowledge that this Agreement is not intended to be one of hiring under the provisions of any Workers' Compensation or any other law, and shall not be so construed. Organization also assumes sole responsibility for the settlement of all liability which may arise under any Workers' Compensation law or would have arisen had such coverage been in place. Organization agrees to indemnify and defend Sodexo, Inc. and

its subsidiaries for any claim, loss, expense (including attorney fees), penalty or fine arising out of Organization's performance of services in connection with this Agreement.

2. This provision of such insurance and the performance by Organization of the obligations under this Subsection B shall not relieve Organization of liability under the applicable indemnity provision set forth in this Agreement.

**Indemnification.** Organization shall defend, indemnify and save Sodexo Live! and Client harmless from and against any and all claims, liability, losses, costs and expenses, including attorney fees, which may arise out of or in connection with (i) any breach of the terms of this Agreement by Organization, (ii) any breach of the representations and warranties made by Organization as set forth in this Agreement; (iii) the operations, activities, misconduct or omissions of Organization, its employees, volunteers, members and agents, in the performance of its obligations under this Agreement excepting only such as are attributable to the sole negligence of Sodexo Live! or Client; and/or (iv) any claim by the Organization's employees, members, or volunteers against Sodexo Live! brought under local, state or federal wage payment laws or regulations. This indemnification is intended to also include all expenses from claims that occur as a result of legal action taken by Organization's employees, volunteers, members and agents against Sodexo Live! relating to injuries sustained in the performance of obligations under this Agreement. This sub-section C shall survive termination of the Agreement.

Except as otherwise authorized by Sodexo Live!, Organization agrees that it will at no time keep, sell or dispense any alcoholic beverages, intoxicating or narcotic food products or substances whatsoever in or about the Premises of Client.

**Sanitation.** Organization shall keep the areas used by it in sanitary condition during functions and after each event as specified by Sodexo Live!.

### **Financial.**

For the privileges granted herein, the following shall apply to any compensation paid to Organization:

Sodexo Live! shall compensate Organization as detailed below. Said compensation shall be Organization's entire compensation, including all expenses incurred by them in the performance of this Agreement, and Organization shall have no power to incur any debts or other obligations on behalf of Sodexo Live!.

Sodexo Live! agrees to compensate Organization an amount equal to the percentage of the Net Sales from Organization's Service Areas set forth on Exhibit B, which is attached hereto and incorporated herein by reference. "Net Sales" means gross sales minus all inventory and cash shortages as determined by Sodexo Live! in Sodexo Live!'s sole discretion, costs, fees, including, but not limited to, credit / debit card fees equal to 2.5%, and taxes, including, but not limited to, the state sales tax and the tax for alcoholic beverage sales.

Amounts payable to Organization shall be paid within thirty (30) days after each event.

The parties agree that Sodexo Live! shall not be liable to Organization for any expenses paid or incurred by Organization unless otherwise agreed in writing by the parties.

**Performance Penalties.** In addition to compensation adjustments previously provided herein, Sodexo Live! reserves the right, in its sole discretion, to adjust compensation due to Organization as outlined in Exhibit E.

Cleaning Deduction. Sodexo Live! shall inspect Organization's Service Area at the end of each event to ensure proper product storage, cleanliness and sanitation and require the "Stand Lead" to sign off on cleaning standards as part of end-of-night paperwork. If any of Sodexo Live!'s labor is required to complete the cleaning or the organization of the inventory, this cost (whether direct or indirect) shall be deducted from Organization's compensation. This amount shall be determined by Sodexo Live!, in its sole discretion.

Uniforms. Each member/volunteer provided by Organization will report to the event dressed as indicated in the Uniform Guidelines, a copy of which is attached hereto as Exhibit C and incorporated herein by reference. Organization will purchase uniform shirts for all volunteers per venue. All groups will have to purchase Sodexo Live! hats for their members whether for new members or replacements. Sodexo Live! will provide all NPO members with a security badge for Louisville venues.

Minimum Compensation. Subject to the terms of this Section III, and Exhibit B, Sodexo Live! guarantees that Organization will receive the greater of a percentage of Net Sales, minus shortages and penalties, if any, or a designated minimum guarantee minus shortages and penalties as set forth in Exhibit E.

Coupons. Coupons collected at the stand, if any, will be included in the Organization commissions if the coupons are 100% billable. Otherwise, there will be no Organization commissions calculated on any discounted coupons unless otherwise stated by Sodexo Live! Management.

Counterfeit Bills. The dollar amount of any counterfeit bills collected by your Organization will be deducted from the group's commission along with any applicable shortages.

Bypass/Point of Sale Cards. It is the responsibility of the "Stand Lead" to return the Organization's allocated point of sale card at the end of the night along with stand paperwork. If an Organization must be provided a new point of sale card due to loss of card, the Organization will be charged a replacement fee of \$40.00.

### Records.

Organization shall keep an accurate and true record of all merchandise, collections and sales and shall permit Sodexo Live! to examine such records for the purpose of verifying the correctness of any reports or payments made to Sodexo Live! by Organization. Sodexo Live! shall verify all inventory amounts at the commencement and end of all events.

### Vandalism, Break-in, Theft.

It is agreed and understood that neither Sodexo Live! nor the Client is responsible for any personal belongings lost, stolen or damaged while inside the Premises, including the parking areas.

### Termination.

Either party may terminate the Agreement at any time upon and not less than thirty (30) days' prior written notice to the other party. Notwithstanding the foregoing, Sodexo Live! retains the right to terminate this Agreement at any time if, in Sodexo Live!'s sole discretion, Organization is in material breach of this Agreement.

It is further understood that this Agreement is dependent upon the continuation of Sodexo Live!'s agreement with Client, and that upon termination of the aforementioned agreement, this Agreement shall also terminate and Sodexo Live! shall have no further obligation to Organization.

If in the event of default in payment by Organization, Sodexo Live! retains legal counsel for the purpose of attempting to collect any sums in default or otherwise to enforce its rights, whether or not suit is instituted, Organization shall pay to Sodexo Live! the reasonable cost of said legal services, plus actual costs and disbursements.

### **Personnel Obligations.**

Organization shall be solely responsible for all of its employees, members, and/or volunteers who perform services under this Agreement, including responsibility for recruitment, employment, promotion, layoff and termination. Organization shall prepare and process the payroll for its employees and shall withhold and pay all applicable federal and state employment taxes and payroll insurance relating to its employees, including any income, social security and unemployment taxes and workers' compensation costs and charges.

### **Removal of Property.**

Organization, upon termination of this Agreement, whether by expiration of the original or any extended term hereof, or for any other reason, shall immediately after such termination remove from the Premises any and all of its equipment and other property.

### **Taxes.**

Neither federal, state, local income tax, and payroll tax of any kind shall be withheld or paid by Sodexo Live! on behalf of Organization or the employees of the Organization. Organization shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. Organization agrees that the Organization is responsible to pay, according to law, Organization's income taxes. If Organization is not a corporation, Organization further understands that Organization may be liable for self-employment (social security) tax, to be paid by Organization according to law.

### **Confidentiality.**

During the term of this Agreement, Organization may have access to or become acquainted with various trade secrets and confidential information of Sodexo Live!, including financial records, surveys and studies, management guidelines and procedures, operating manuals, information regarding customer transactions, customer account information, customer lists, and any other Sodexo Live! information not generally available to the public. Organization shall not disclose any of Sodexo Live!'s trade secrets or confidential information, directly or indirectly, during or subsequent to the term of this Agreement. In addition, the terms and conditions of this Agreement are confidential. Organization and Sodexo Live! represent and warrant to each other that each party shall maintain the confidentiality of the terms and conditions of this Agreement, however, such restriction shall not prohibit either party from disclosing the existence of the relationship, term of this Agreement or the projected sales volume related to the terms of this Agreement.

### **Publicity and Communications Policy.**

The Organization shall maintain its confidentiality obligations under Section X when using social



media or communicating with the public, and shall ensure that its employees are aware of these obligations and agree to abide by them.

When using social media postings to communicate about Sodexo Live!'s business or services or the Sodexo Live!'s competitors, clients, vendors or suppliers, the Organization and/or its employees shall make it clear that it is not speaking on behalf of Sodexo Live!, by using this disclaimer or something similar: "The postings on this site are my own comments and opinions. I do not represent Sodexo Live! in my postings on this site and the postings may not represent the views of Sodexo Live!."

Taking photographs or videos of events or performance is prohibited unless the Organization (including its volunteers) receives Sodexo Live!'s prior written consent.

The Organization is strictly prohibited from disclosing Sodexo Live! information that is not authorized for external communication. Such information includes: information related to the Sodexo Live!'s policies and procedures which is not communicated publicly on the Sodexo Live!'s websites and information considered as confidential by the Company as described in this Agreement.

The Organization is prohibited from using any Sodexo Live! logos or trademarks, Sodexo Live! promotional material, or any Sodexo Live! information without Sodexo Live!'s prior written permission.

The Organization is not to communicate with print or broadcast media at any time about Sodexo Live! business and its operations. If asked by the media to speak or comment on the Sodexo Live!'s behalf, contact your manager immediately.

**Complete Agreement.**

The Agreement contains all the agreements of the parties, superseding any prior agreements and writings and may not be changed other than by an agreement in writing signed by the parties.

**Notice.**

Any notice or communication required or permitted to be given under this Agreement shall be in writing and served personally, delivered by courier or a nationally recognized overnight delivery service, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To Organization: **South Oldham High School Cheer**  
**6165 W Highway 146**  
**Crestwood, KY 40014**

To Sodexo Live!: Sodexo Live!  
Attention: Chief Financial Officer  
700 Canal Street, Suite 1  
Stamford, Connection 20902

and: Sodexo Live!

Attention: Law Department  
915 Meeting Street  
North Bethesda, Maryland 20852  
Email: SodexoLawDept.USA@sodexo.com

and/or to such other persons or places as either of the parties may hereafter designate in writing. All such notices shall be effective when received or refused except in the case of overnight delivery by a nationally recognized delivery service in which case notice shall be effective the day after deposit with the delivery service.

**Electronic Signatures.**

The parties agree that this Agreement and subsequent Amendments may be executed using electronic contracting technology using symbols or other data in digital form and agree that such electronic signature is the legal equivalent of a manual signature binding the parties to the terms and conditions stated herein.

**Authority.**

Each individual executing this Agreement, on behalf of or as a representative of a party, represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of such party and that this Agreement is binding upon Organization and Sodexo Live! in accordance with its terms.

**REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK  
SIGNATURES APPEAR ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date indicated in the first paragraph of this Agreement.

**ORGANIZATION**

By: Claudette U Herald

Name (printed): Claudette Herald

Title: Superintendent

Phone Number: (502) 241-3500

Sodexo Live!

Reviewed for form and content: \_\_\_\_\_  
Brian Gaskill  
Regional Vice President

Agreed to and approved by: \_\_\_\_\_  
Michael Majercik  
Senior Vice President  
Sodexo Live!

**EXHIBIT A**  
**SODEXO LIVE! INSURANCE REQUIREMENTS**  
 Non-Profit Organizations (NPO)

**Exposure Matrix.**

<b>Coverage Type</b>	<b>Minimum Limit Amounts</b>	<b>Additional notes</b>
Commercial General Liability Coverage *	\$1,000,000/occurrence	Such insurance shall: (i) Include products and (ii) completed operations and contractual liability coverage
Workers Compensation **	Statutory Requirements	If the NPO has employees
Employers Liability **	\$1,000,000/each accident, \$1,000,000 disease policy limit, \$1,000,000 disease each Employee	If the NPO has employees
Auto Liability—covering “Any Auto” * as defined in commercial auto liability policy CA 00 01*	\$1,000,000 each accident	Required when any Vendor’s vehicles enter onto premises of Sodexo Live! or its Clients in performance of work

\* If the NPO is sponsored by an organization, such as a school or university, the sponsoring entity may provide coverage on behalf of the NPO provided that the above requirements are met.

\*\* If the NPO or its sponsoring entity cannot secure workers’ compensation and employers’ liability insurance, the following language is hereby incorporated by reference into this Agreement:

*“The parties acknowledge that this Agreement is not intended to be one of hiring under the provisions of any Workers’ Compensation or any other law, and shall not be so construed. Organization also assumes sole responsibility for the settlement of all liability which may arise under any Workers’ Compensation law or would have arisen had such coverage been in place. [Name of NPO] agrees to indemnify and defend Sodexo, Inc. and its subsidiaries for any claim, loss, expense (including attorney fees), penalty or fine arising out of [Name of NPO]’s performance of services in connection with the agreement.”*

**NOTE:** This document supplements, but does not supersede, any contractual agreement between the parties.

**General Provisions.**

The insurers shall be licensed or authorized to conduct business in the jurisdiction where work is performed by Vendor and shall have an A.M. Best rating of not less than A-V.

Vendor/Service Provider must provide a certificate of insurance (Acord 25 form) to Sodexo Live!, Inc. prior to conducting any services and annually thereafter or within 10 days of any insurance policy renewal.

Sodexo, Inc. and Sodexo Live!'s Client and their respective subsidiaries, agents, affiliates, assigns, and employees must be listed as an additional insured on the above listed general liability policy and auto liability policies. Respective of the Commercial General Liability coverage, via ISO form CG 20 10 04 13 and CG 20 37 04 13, or the equivalent forms.

Each insurance policy must contain a waiver of subrogation in favor of the additional insureds and must be primary without contribution by Sodexo Live! and must contain a severability of interest clause on coverages requiring additional insured status.

Limits are expressed as minimum allowable limits. Actual limits maintained shall be assessed by each vendor and shall be adequate to cover all potential risk exposures inherent in the services provided by vendor.

Sodexo Live!, Inc. must be provided with not less than 30 days prior written notice of cancellation or material change of any insurance coverage prior to the expiration date of the policy.

Certificate(s) of insurance shall:

1. Show Vendor as the Named Insured
2. Provide information using the most current standard ACORD 25 Certificate of Liability Insurance form. *Please do not submit policies.*
3. Include in the "Description of Operations/Locations/Additional Remarks" section:  
**Sodexo Live! as Additional Insureds using the statement "*Sodexo, Inc., its subsidiaries and Assigns are additional insureds on the commercial general liability and the auto liability policies listed hereon. Waiver of subrogation on general liability, auto and workers compensation, where allowed by law, shall also be granted in favor of the additional insureds. Coverage evidenced by this certificate of insurance applies to insured's operations, activities and services for Certificate Holder. Should a policy listed above be cancelled or materially changed prior to expiration date, the insurer will provide thirty (30) days prior written notice to the certificate holder.*"**

Vendor company's assigned **Sodexo Live! Vendor Number**

Show the following as "Certificate Holder":

Sodexo, Inc.  
915 Meeting Street, Suite 1500  
North Bethesda, Maryland 20852  
Attn: Risk Management – Vendor COI

**EXHIBIT B**  
**COMPENSATION GUIDELINES**

% of Net Sales, minus shortages and penalties **OR** guarantee minus shortages and penalties (whichever is higher)

	Food & Non-alcoholic Beverages	Alcoholic Beverages	Guarantee
All Venues/Events	11%	8%	\$75/per volunteer

**Sodexo Live! shall withhold from any compensation any cash shortages/cash loss by the Organization in excess of 1.5% of total receipts.**

**Sodexo Live! will provide meals to non-profit volunteers the day of the event.**

- KFC Yum! Center meal will be provided in the Rabbit Hole lounge from the report time to 30 minutes prior to doors. This may be subject to change; any changes will be communicated out prior to event.
- L&N Stadium will provide concessions vouchers redeemable for one meal item to all volunteers on game days.

## **EXHIBIT C**

### **UNIFORM REQUIREMENTS**

The Organization will ensure that all members wear a standardized uniform that will be provided by Sodexo Live!. It is the Organization leader's responsibility to ensure that all members wear such uniform.

**NO LOGO/HOODED T-SHIRTS, SWEATSHIRTS, ATHLETIC WEAR, SHORTS OR TANK TOPS ALLOWED other than specified uniform.**

**NO OPEN TOE SHOES ARE PERMITTED. \*\*Sodexo Live! strongly recommends a slip resistant shoe\*\***

Sodexo Live! will dock the Charity \$30 per volunteer not in compliance with the dress code. Any Organization member reporting for duty egregiously out of proper uniform may not be allowed to perform concession activities and will not be considered in the count of the minimum number of workers supplied by the Organization until they are in proper uniform.

**Hats:** A hat/visor is to be worn by all NPO members. Sodexo Live! will provide new non-profit organizations 15 visors/hats per venue at no cost, all visors/hats provided after the initial 15 will be \$5.00 each. It is a health code requirement that everyone working with food and beverage must wear a hair restraint. Even with a hat, **long hair must be tied back off the shoulders**. Hats will be worn the way in which they are intended; bill straight forward, not backwards and not sideways. Only Sodexo Live! Issued & Approved Hats. Event day replacements without prior 24 hour notice for visors/hats will be \$10.00 each.

**Shirt:** Shirts will be provided by Sodexo Live! for each venue. Sodexo Live! will provide new non-profit organizations 15 shirts per venue at no cost, all shirts provided after the initial 15 will be \$25.00 each. The total uniform cost for each venue will be deducted from your commission over the course of the season, or the Charity may pay Sodexo Live! via a check. Event day replacements without prior 24 hour notice for shirts will be \$45.00 each.

**Pants:** Pants must be **black**, ankle length and free of patches, rips, stains, patterns and fading. Black jeans, baggy pants, tight fitting, or spandex type materials are not permitted. Shorts will be permitted for outside venues (L&N Stadium, UofL campus venues) as long they are an appropriate length (no shorter than a hand-width above the knee), if there are questions, please reach out to the management team. **No yoga pants or capri pants are allowed at any property unless indicated by facility GM.**

**Shoes: Black**, closed toe shoes are to be worn, **NON SLIP**, with black socks. Black sneakers are acceptable. No sandals, no high heels, open toe shoes, ballerina slippers, or croc like shoes. We suggest you invest in solid black skid resistant shoes.

**Cold Weather Allowances:** Certain uniform changes will be permitted for outside venues (L&N Stadium, UofL campus venues) with **prior notice from the facility GM**. Allowances include: an all-black or UofL branded sweatshirt/hoodie, jacket, or coat will be allowed in outside areas. Sweatshirts and hoodies must be worn underneath the uniform polo. All black and plain toboggans/beanies will be allowed in outside areas.

**Security Badge:** Volunteers will be provided a security badge for all Louisville venues

with their organization listed. Security badges must be worn at all times and required for entry into venues.

Organization members should be in full uniform when checking in and at all times during working hours. If the Organization member does not wear the complete uniform, the group will be fined for non-compliance or not allowed to work the event. (At no time will street clothes be worn on the job.)

Jewelry should be kept to a minimum. Organization members/volunteers are allowed to wear one (1) earring per ear as long as it is not larger than the size of a nickel.

No exposed piercings are allowed (Tongue, nose, eyebrows piercings, etc.)



## **EXHIBIT D**

### **FACILITY RULES AND REGULATIONS**

Restricted Areas are forbidden unless assigned! Stay in your assigned areas.

Smoking and the use of all tobacco products is prohibited within the gates of L&N stadium and indoors of the KFC Yum! Center. This includes the use of Vapor or E cigarettes and any type of smokeless tobacco. There are designated smoking areas at both facilities:

- Outside the employee entrance door at the KFC Yum! Center, volunteers must go through security upon re-entry.
- Outside the gates at L&N Stadium, volunteers must go through security upon re-entry.

Guest Seating Areas – Organization members/volunteers are strictly prohibited from sitting in the seating areas at all times.

Solicitation of free food or beverages from any vendor or concession area is not allowed.

Contact your Area Supervisor for all your concession needs – please do not contact Security for anything related to your concession stand.

In case of emergency –

- Brian Gaskill – *Regional Vice President*  
732.569.1578
- Adam Langmeyer – *General Manager of L&N Stadium*  
502.909.2895
- Aaron Martin – *Human Resources Manager*  
502.438.3523

**EXHIBIT E**  
**BONUS /PENALTY GUIDELINES**

**Bonuses.**

Sodexo Live! will from time to time offer certain types of incentives with regard to sales increases etc. It will be the discretion of the NPO group as to whether they participate in the program.

At the beginning of each venue's season of operation a seasonal bonus program will be presented to organizations via a contract addendum outlining requirements, qualifications, and amounts.

**Penalties\*\*.**

If a charity has to cancel for an event, it is up to the group leader to contact the HR NPO Coordinator. If you cancel without advance notice (72 hours before report time), your group will be fined a fee of \$100 for your first offense and \$300 for your second offense. If your group cancels or does not show up without advance notice for a third time, the group's contract will be voided and will not be asked back for future events at all Sodexo Live! Properties.

If a charity has to decrease confirmed staff numbers or will be short-staffed for an event, it is up to the group leader to contact the HR NPO Coordinator prior to 48 hours before report time. If the group does not notify the NPO Coordinator of staffing number changes and/or shortages within this timeframe, your group will be fined a fee of \$50 per staff missing for your first offense, \$75 per for your second offense, and \$100 per for your third offense. If your group shows up to an event short-staffed for a fourth time, the group's contract will be voided and will not be asked back for future events at all Sodexo Live! Properties.

When a charity's volunteers are late (past the allotted 30 minutes from report time) without prior notice and approval, the charity will be fined accordingly per late volunteer of \$50 for the first offense, \$75 for second offense, and \$100 for the third offense. If tardiness becomes excessive by specific volunteer(s), it will be to Sodexo Live's discretion to not ask said volunteer back for future events.

*\*\*This amount shall be deducted from the next event Organization works.*