

NON-PROFIT GROUP SERVICE AGREEMENT

This Non-Profit Group Service Agreement (the "Agreement"), dated this ___ day of _____, 20___, is entered by and between Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Levy") and:

(Name of Non-Profit Organization, which hereinafter shall be referred to as the "Group")

(Address)

(City) (State) (Zip Code) (Phone Number)

(Group's Tax Identification Number)

List below Group Leader and Assistant Group Leads contact names; with daytime, and evening telephone numbers, and e-mail addresses. Please print legibly.

(1) Group Leaders Contact Information

Name: _____
Daytime Phone Number: _____
Evening Phone Number: _____
Cell Phone Number: _____
Email Address: _____

(2) Name: _____
Daytime Phone Number: _____
Evening Phone Number: _____
Cell Phone Number: _____
Email Address: _____

(3) Name: _____
Daytime Phone Number: _____
Evening Phone Number: _____
Cell Phone Number: _____
Email Address: _____

Is this the same address as last season? Yes _____ No _____

This "Agreement" is a seasonal "Agreement" valid for the period of date of signing until the end of season. Group acknowledges that this "Agreement" is seasonal and does not in any way guarantee that group will be eligible for return to facility for future seasons.

Group agrees to return a **fully executed** "Agreement" consisting of **all** pages to Levy Restaurants. Group cannot volunteer at Time Warner Cable Arena until they have provided to Levy Restaurants a fully executed NPO Agreement, W-9, and 501C-3 Non Profit Status Letter form the IRS. **This cannot be emailed or faxed. It must be the originals.**

THIS NON-PROFIT SERVICE AGREEMENT (the "Agreement"), dated this ____ day of _____, 20____, is entered into by and between _____ (the "Group") and Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Levy").

WHEREAS, Levy has the right to serve food and beverage at Time Warner Cable Arena (the "Facility") and it desires to use local, non-profit groups and their properly trained, highly motivated, and professional volunteers to provide services at certain of its concession areas, while also maximizing the benefit to the non-profit groups;

WHEREAS, individuals volunteer to perform services for and to the benefit of Group and its mission (the "Volunteers");

WHEREAS, Group has advised the Volunteers that a method by which they perform services for and to the benefit of Group and its mission is to provide services, without pay, at each concession stand, pantry, suite, seating area, or service area (collectively, the "Service Area") to Levy's guests;

WHEREAS, the Service Area will be operated by the unpaid Volunteers, who will be properly trained by Group, to perform services for the duration of all events in furtherance of the mutual goals and to the benefit of Group and Levy; and

WHEREAS, for a certain Donation (as that term is defined below), Group and all of its unpaid Volunteers will comply fully with all of the terms and conditions detailed in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto agree as follows:

I. Group's Representations and Warranties

Group warrants, represents, covenants and agrees as follows:

- A. Independent Contractor. Group is an independent contractor. Neither Group nor its Volunteers are Levy employees. Neither Group nor its Volunteers shall represent directly or indirectly that they are employees, agents, or legal representatives of Levy. Group agrees the Volunteers shall not be considered Levy's employees under any circumstances, including, but not limited to, under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law. Although Group's Volunteers are not Levy employees, all policies and procedures set by Levy and the Facility must be communicated by Group Lead to Group and the Volunteers and must be strictly followed.

- B. Group Lead. Group shall designate an individual supervisor for each assigned Service Area within the Facility ("Group Lead"), who shall be responsible and accountable for the activities of Group and its Volunteers at the Service Area.

- C. Training. As a precondition for eligibility to work at the Facility, all Volunteers shall attend and participate in all training sessions, as established by Levy, which shall be conducted by Group Leads. Group Leads shall attend a special orientation, which shall cover the terms of this Agreement and the operations at the Facility, and shall be responsible for communicating all required policies and procedures to the Volunteers.
- D. Permits. To the extent permits are required by Levy, federal, state or local law, regulation or ordinance for either food handling or for the service of alcoholic beverages, all Volunteers shall comply with all laws, regulations and policies, including, but not limited to, those of Levy (e.g., proper food handling and alcohol service).
- E. Legal Compliance. Group agrees to comply, at Group's own expense, with the provisions of all city, local, state, and federal laws, statutes, codes, ordinances, regulations and other requirements that are applicable to Group's and the Volunteers' performance of services under the Agreement. Volunteers shall at all times while operating a Service Area at the Facility pursuant to this Agreement comply with all applicable federal, state, and local laws, regulations, ordinances, and policies, including, but not limited to, those of Levy (e.g., proper food handling and alcohol service).
- F. Alcohol Awareness. Group shall require each Volunteer who will be handling or serving alcohol at the Facility to attend an Alcohol Awareness Training session conducted by Levy for events at the Facility. Alcohol Awareness Training is mandatory, and Group will not allow any Volunteer to serve alcoholic beverages at the Facility who has not undergone such training. All Volunteers who will be handling or serving alcohol shall be at least eighteen (18) years of age. Group has received, read, and agrees to comply with Levy's Responsible Alcohol Service Policy, which is expressly incorporated into this Agreement by reference. Group's failure to comply will result in termination of this Agreement, and may expose Group 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.
- G. Ensure Compliance. Group accepts sole and exclusive responsibility for keeping the 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 Facility and/or by Levy.
- H. Tax Exempt Status. Group is a not-for-profit or charitable organization, as defined under federal and state laws, and is exempt from all applicable taxes. Group shall supply Levy 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 Group's EIN number changes for any reason, it is Group's sole responsibility to immediately inform Levy electronically, and to notify Levy in writing pursuant to Section V(O) 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 Group 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. Group further represents and warrants that no amount of the Donation will be used, in any way, to support or defeat any referendum, political candidate, political party, or ballot issue.

I. Minimum Age of Volunteers. All Volunteers must be at least eighteen (18) years of age.

II. Conduct of the Service Areas

A. Volunteers' Conduct. Group shall make sure that all of its Volunteers behave in a professional manner at all times while at the Facility. Group shall not permit, condone, or allow its Volunteers to consume or use alcoholic beverages, drugs, obscene/vulgar language or disruptive behavior anywhere in the Facility, including the parking areas. No tip solicitation by any Volunteer will be permitted. No Volunteer is to be in the Facility seats, boxes, suites, bars, restaurants, or viewing areas (collectively the "Seating Areas") at anytime during the event, except to the extent Levy requires it. If a Volunteer is found loitering in any of the Seating Areas during the event or after, this type of violation will be handled on a case by case basis, with possible fines and penalties up to removal from the Facility and termination of this Agreement.

B. Reporting. In order to have the Service Area fully operable, Group will assure that Volunteers report to their assigned Service Areas within the Facility at least two (2) hours prior to doors opening for an event. Each Volunteer shall accurately complete the Volunteer Attendance Sheet for each group, a copy of which is attached hereto and incorporated herein as Exhibit "F".

C. Access. Access to the Facility is permitted only to Volunteers specifically volunteering in Group's assigned Service Areas for the given event on the specific date. Group acknowledges that any unauthorized admission for events by any Volunteer shall be deemed as "theft of services" and may result in termination of this Agreement, in Levy's sole discretion.

D. Services. Group shall provide the designated number of Volunteers, as specified by Levy for each event. Group will keep each assigned Service Area open and shall provide the designated number of Volunteers until released by Levy. Group acknowledges that its failure to provide the specified number of Volunteers will produce a hardship for Levy, and accordingly agrees to pay Levy Fifty Dollars (\$50.00) per Volunteer short whenever such circumstances arise. Such payments will be reserved from future Donations. If more Volunteers are brought to the Facility than the agreed specified number and there are open positions to be filled, then, in Levy's sole discretion, the extra Volunteers may be assigned to an alternate Service Area and the Group shall be compensated per Volunteer used at the rate designated for that Service Area. Group will keep each assigned Service Area open and fully staffed until released by Levy management.

E. Appearance. All Volunteers must comply with the appearance standards specified by Levy and the Facility. Group hereby agrees that it and its Volunteers will comply with

uniform guidelines detailed on Exhibit "B", which is attached hereto and incorporated herein by reference.

- F. Facility Rules and Regulations. All Volunteers must comply with the rules and regulations and guidelines as established by Levy management for the conduct of the concessions operation at the Facility as well as other applicable federal, state, and local regulatory laws. Group will provide each Volunteer with a copy of the Facility Rules and Regulations, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference.
- G. Food Handling. All Volunteers must follow federal, state, and local procedures, as specified by Levy, including Levy's policies, while handling, storing, preparing, and serving food. If a Volunteer is preparing, touching, or serving food, he or she must wear gloves at all times.
- H. Supply of Products. Levy will supply all products, equipment, and other supplies as required. Volunteers are specifically forbidden from bringing any product, equipment, or supplies either into or out of the Facility, including, but not limited to, any spoiled or unused food or event giveaways without prior written authorization from Levy. No product may be added to or removed from any location or Service Area without authorization from Levy. Volunteers shall not consume any products while at the Facility.
- I. Operation of Equipment. Volunteers must take particular care not to damage or abuse the equipment, facility, space, or Service Area provided in any way. Group agrees that if any of its Volunteers are uncertain how to properly operate any piece of equipment, he or she shall notify Levy and request instructions prior to operating that piece of equipment.
- J. Unauthorized or Unlawful Sale. Unauthorized product sale (e.g., refilling of any beverage cup) or unlawful sales or service by any Volunteer (e.g., furnishing alcohol beverages to a consumer who is obviously intoxicated or under 21 years of age) shall be cause for termination of this Agreement, and may expose Group to legal liability risks, indemnification obligations expressly imposed by this Agreement, and other consequences associated with the heavily regulated nature of the food and beverage service industries.
- K. Waste. Volunteers shall keep waste to an absolute minimum. At the conclusion of the event, Levy must verify any spoilage/waste to record on the final Service Area inventory report. The acceptable target goal per event is less than 1% spoilage per items sold for beverage product and less than 5% of items sold for food items. If Group incurs an amount of waste or spoilage over these target goals, as determined by Levy management, Group will be charged retail value for excess waste or spoilage and such charges will be reserved from the Donation. For example, if Group sells 100 hot dogs (at \$5.00 each) and wastes 20 hot dogs, Group will be charged \$100.00. If Group incurs an amount of waste or spoilage over these target goals, as determined by Levy management, Levy may terminate this Agreement in its sole discretion.

- L. Bags Subject to Search. All Volunteers' packages, including handbags and personal items, are subject to search upon entering and exiting the Facility. Bags, purses and backpacks are not allowed in the Service Areas; however, upon prior request, exceptions may be allowed by Levy management at its sole discretion.
- M. 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, Volunteers should not serve the product and shall contact Levy immediately. Levy shall make the final determination on whether such product is appropriate to be served.
- N. Accurate Sales. No product is to be given away or consumed by Volunteers for any reason, unless authorized in writing by Levy. Volunteers shall charge correct prices for all items. 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. 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 Cashier logs; labeled cashier journal tapes; "z" tapes; drop slips; and GOS/POS system (Goods Out of Stock/Point of Sale).
- O. Authority. Only Levy has the authority to change any items, portions, control techniques, or prices charged for any item. Nothing in this Agreement confers any right to Group for events, products, locations or Service Areas.
- P. Volunteer Meals. Levy will designate a Volunteer meal for each event, which shall be monitored by Group Lead and recorded on the Volunteer Meal Sheet, a copy of which is attached hereto as Exhibit "D" and incorporated herein by reference. Levy will designate "break areas" where Volunteers can eat or drink. When Volunteers leave a designated break area, they shall discard all refuse including, but not limited to, food and beverage items, into appropriate receptacles. Levy requires that the Volunteers break prior to the start of the event. Volunteers shall not smoke, drink, or eat at the Service Area.
- Q. Side Deals. Group is forbidden from negotiating any "side deals" with Levy's on-site management staff, facility clients, event managers, and participants.
- R. Cancellation Notice. Group must provide notice of cancellation of its participation for any event seven (7) days prior to the confirmed event. If the cancellation occurs without the appropriate prior notice, a cancellation fee of One Hundred Dollars (\$100.00) per stand will be reserved from Group's Donation. If Group cancels more than one event, Group will be terminated and will lose any future opportunities to participate in any fundraising programs with Levy.
- S. Cash Shortages. Group assumes sole responsibility for all cash in its possession once it exits the cash room/vault until a final drop has been received by the cash room/vault at the conclusion of the Event. Group is responsible for following all cash handling procedures and the cash drop schedule. Levy shall be entitled to withhold from any Donation any cash shortages/cash loss by Group.

III. Levy Control

- A. Quantity of Volunteers. Levy will make all decisions relating to quantity of required Volunteers at each event and for each individual Service Area assigned to Group.
- B. Right to Restrict. Levy, in its sole discretion, reserves the right to ban Group or any of its Volunteers from the Facility.
- C. Staffing Events. Designated location, staffing, and report times for each Group will be determined by Levy. The schedule of events at the Facility for the current season is attached hereto as Exhibit "E" and incorporated herein by reference.

IV. Donation

- A. Donation. Levy agrees to pay a Donation (the "Donation") to Group, which shall be an amount equal to the percentage of the Net Sales from Group's Service Areas set forth on Exhibit "A", which is attached hereto and incorporated here in by reference. "Net Sales" means gross sales minus all inventory and cash shortages as determined by Levy in Levy's sole discretion, costs, fees, and taxes, including, but not limited to, the state sales tax and the tax for alcoholic beverage sales. For purposes of calculating gross sales, with respect to discounted sales, Levy shall use the discounted amount and not the full retail value of such sales.
- B. Taxes. Levy is responsible for paying all applicable taxes for the products that it has purchased.
- C. Payment. Group's Donation will be shown on the final invoice that will be completed within seven (7) days following the event. Levy will pay the Donation by check distributed to the designated Group Lead or mailing address listed on this Agreement. Payment is net thirty (30) days from date of event. All Donations will be made payable to Group's name, not to an individual.
- D. Performance Bonus. Levy, in its sole discretion, may pay Group, if eligible, a performance bonus based on criteria that may include, but not necessarily be limited to, the following: (i) attendance; (ii) post-season events; (iii) holiday events; (iv) staffing; (v) uniform appearance; (vi) punctuality; (vii) inventory and cash procedures; (viii) sales improvement; (ix) suggestive selling; (x) cleanliness; (xi) customer service; and (xii) Service Area appearance. Group will be notified in writing, prior to the event, if a performance bonus may apply.
- E. Donation Adjustment. In addition to Donation adjustments previously provided herein, Levy reserves the right, in its sole discretion, to adjust Donations due to Group to cover any incremental cost or lost revenues that it incurs because of Group's non-performance, poor performance, poor attendance, or for any other reason as judged by Levy management in its sole discretion. Non-performance includes, but is not limited to, Group's failure to accurately complete all assigned work at the Facility. Any deduction

will take into account the cost (direct or indirect) to Levy in order to correct or complete the lack of performance or breach of this Agreement by Group or any of its Volunteers, which shall be determined in Levy's sole discretion. If Group fails to show up for any scheduled event, all unpaid Donations, if any, will be reduced by Fifty Percent (50%).

- F. Cleaning Deduction. Levy shall inspect Group's Service Area at the end of each event to ensure proper product storage, cleanliness and sanitation. If any of Levy's labor is required to complete the cleaning or the organization of the inventory, this cost (whether direct or indirect) shall be deducted from Group's Donation. This amount shall be determined by Levy, in its sole discretion.
 - G. Uniforms. Each Volunteer provided by Group will report to the event dressed as indicated in the Uniform Guidelines, a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference. Group will purchase a shirt, hat, and a badge ("Uniform") for each Volunteer working prior to the beginning of the event. Group will sign for and acknowledge receipt of a specified quantity of Uniforms. Group will pay Levy, Fair Market Value per Uniform. Any amount owed to Levy by Group pursuant to this provision shall be adjusted against the Donation.
 - H. Damage to Equipment. Any cost to repair or replace damaged equipment, beyond normal wear and tear, attributable to Group or any of its Volunteers will be charged to Group and adjusted against the Donation.
 - I. Minimum Donation. Subject to the terms of this Article IV, Levy guarantees that Group's Donation will be at least either Fifty Dollars and No/100ths (\$50.00), One Hundred Dollars and No/100ths (\$100.00) or Two Hundred Dollars and No/100ths (\$200.00) per event depending upon the size of the scheduled event, and the number of Volunteers required. The amount of the minimum donation will be determined prior to the date of the event.
- V. **Miscellaneous**
- A. Wages, Benefits, and Tax Treatment. Group agrees that it will not pay its Volunteers any wages for their services under this Agreement. Group agrees that its Volunteers are not entitled to unemployment compensation benefits in the event they cease to be Volunteers under this Agreement or in the event this Agreement terminates, or workers' compensation benefits in the event they are injured in any manner while performing services under this Agreement. Group will be solely responsible to pay all taxes and other withholdings, if any, in connection with Group's and its Volunteers' services under this Agreement under applicable law.
 - B. Indemnification. To the fullest extent permitted by law, Group hereby indemnifies, defends, protects and forever holds harmless Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, and the City of Charlotte, the Charlotte Regional Visitors Authority, Charlotte Arena Operations, LLC, Bobcats Basketball, LLC, and Bobcats Basketball Holdings,

LLC, and each of these entities' respective partners, affiliates, shareholders, directors, officers, employees, agents, contractors, attorneys, successors, assigns and each of its and their respective partners, shareholders, directors, officers, employees, agents and representatives (collectively, the "Levy's Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments, awards, causes of action, damages, fines, penalties, costs and expenses (including, but not limited to, reasonable attorneys' fees, paraprofessional fees and court-related costs), of whatever kind or nature, in law, equity or otherwise, whether known or unknown, including without limitation, bodily injury, death, damage to or loss of personal property, business interruption, sickness, disease, injury or destruction of tangible property, compensation, or wages, whether Group's, the Volunteer's, Levy's Indemnitees or a third party's, or a breach of any representation, warranty or covenant in this Agreement or the Individual Indemnity and Release arising from or in any way based upon the activities of Group, its Volunteers at the Facility, or the breach of any representation, warranty or covenant contained in this Release all as such may in any way be related to or result, directly or indirectly, from Group's or any Volunteer's performance of services or presence at the Facility or otherwise in connection with Levy's Indemnitees, including, but not limited to, Levy, this Agreement, the Volunteers, the Individual Indemnity and Release, or the Facility, or the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations, or constitution, or common law.

- C. Individual Indemnity and Release. It is Group's responsibility to ensure that prior to performing services at the Facility, each Volunteer must receive, fully understand, and sign both a Volunteer Registration Form and an Individual Indemnity and Release, the latter of which releases Levy's Indemnitees from legal liability and certain responsibilities, all as more fully set forth in said documents, copies of which are attached hereto as Composite Exhibit "F" and incorporated herein by reference. Group has the sole and exclusive responsibility to ensure that none of the Volunteers perform services at the Facility without first signing the Volunteer Registration Form and Individual Indemnity and Release. If Group fails to obtain a valid and fully executed Volunteer Registration Form and Individual Indemnity and Release from each and every Volunteer before such Volunteer performs services at the Facility, Group shall defend, indemnify, protect and forever hold harmless Levy's Indemnitees from and against any and all Claims in any way related to, or resulting directly or indirectly from, such Volunteer.
- D. Insurance. Group shall procure, and shall maintain in full force and effect at all times during the term of this Agreement, insurance against risks as is customarily carried, paying as the same become due all premiums thereof, including, without limitation:
- (i) Workers' Compensation (statutory limits), including Employers' Liability for limits not less than \$500,000 each accident, \$500,000 disease-policy limit, and \$500,000 disease-each employee.

- (ii) Commercial General Liability insurance with limits not less than \$1,000,000 each occurrence and \$1,000,000 in the aggregate. The each occurrence limit and annual aggregate limit may be satisfied by using a combination of primary and umbrella (excess) insurance coverages. Such insurance shall include coverage for products-completed operations liability, personal injury, property damage and bodily injury liability.
- (iii) Commercial Liquor Liability coverage with protection on a combined single limit of not less than \$1 million per occurrence, the general aggregate shall have a limit of not less than \$1 million.
- (iv) The following entities are to be named as additional insured with respect to Commercial General Liability coverage and Commercial Liquor Liability:
 - Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, and the City of Charlotte, the Charlotte Regional Visitors Authority, Charlotte Arena Operations, LLC, Bobcats Basketball, LLC, and Bobcats Basketball Holdings, and all of these entities respective related partnerships, affiliates, corporations and limited liability companies, whether currently existing or hereafter formed, and specifically including all of their respective owners, partners, shareholders, members, officers, directors, managers, trustees, agents, employees and representatives, all as their interests may appear.
- (v) Upon execution of this Agreement, Group shall deliver a Certificate of Insurance to Levy evidencing the required insurance coverages.

If Group does not provide a Certificate of Insurance providing any and all of the required coverages described above, the Group hereby agrees that Levy will charge Group Two Percent (2.00%) of Net Sales from the Group's Service Areas. Notwithstanding the foregoing, Group and its Volunteers will not be covered under Levy's insurance policies under any circumstances.

- E. Compliance. Group and its Volunteers will abide by all rules, regulations, policies and procedures of Levy and the Facility. Group will comply with all applicable local, state and federal rules, regulations, ordinances and laws while at the Facility, including the parking areas.
- F. Personal Loss. It is agreed and understood that neither Levy nor the Facility is responsible for any personal belongings lost, stolen or damaged while inside the Facility, including the parking areas.

- G. Confidentiality. Group agrees that neither Group nor its Volunteers will disclose any information, not already known to the public, regarding Levy, and/or any other confidential information it receives during the term of this Agreement.
- H. No Authority. Neither Group nor its Volunteers have any authority, actual or apparent, to bind Levy to any contract, agreement, or obligation. Neither Group nor its Volunteers will take any action which may lead any person or entity to believe Group has the authority, apparent or otherwise, to bind Levy to any agreement or obligation including, but not limited to, resolution of customer complaints. Parties to this Agreement are not and will not be considered partners, joint ventures or agents of each and none of them have the power to bind or obligate each other.
- I. Assignment. This Agreement cannot be assigned by Group. Levy, in its sole discretion, may assign this Agreement to any of its related or affiliated entities, which are managing food service operations at the Facility.
- J. Entire Agreement. This Agreement represents the entire agreement between Levy and Group. The terms and conditions of this Agreement supersede all prior negotiations, representations, or agreements, either written or oral. Business conditions may occasionally dictate modifications to the specific terms of this Agreement; however, no changes shall be binding on the parties unless reduced to writing and signed by Levy and Group.
- K. Governing Law and Forum. This Agreement shall be construed, governed, and enforced under the laws of the State of Illinois without regard to its conflict of laws provisions. Any dispute regarding this Agreement will be decided by a court of competent jurisdiction located in the State of Illinois.
- L. Headings. The headings in this Agreement are intended for convenience and do not have any legal significance.
- M. Modifications. All aspects of this Agreement must be put in writing at all times. Levy's contractual commitment must be reviewed by and signed by Levy's Director of Operations.
- N. Termination. Levy reserves the right to cancel or terminate this Agreement at any time for any reason. Failure to adhere to any of this Agreement's terms without Levy's approval may result in fee assessments, reduced Donations, temporary suspension, or termination of this Agreement, all in Levy's sole discretion.
- O. Notice. Any notice required by this Agreement shall be in writing and shall be sent either by U.S. Postal Service via certified mail, return receipt requested, or by traceable overnight courier service to the addresses set forth below:

LEVY
Director of Operations
333 East Trade Street
Charlotte NC 28202

GROUP

By signing in the space provided below, the parties hereby agree to the terms and conditions contained herein.

NON-PROFIT GROUP

TAX IDENTIFICATION NUMBER

GROUP'S REPRESENTATIVE

**LEVY PREMIUM FOODSERVICE
LIMITED PARTNERSHIP,**
an Illinois limited partnership

By: _____
Its: _____
Date: _____

By: _____
Its: _____
Date: _____

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EXHIBIT "A"

Donation Payment Criteria

Requirement	Payout Food	Payout Beverage
Base Food: base given to all organizations Base Beverage: base given to all organizations	Food net sales: 1%	Alcohol and Non Alcohol Beverage net sales: 6%
POS/Condiments: All registers open and manned for the entire event, and condiment areas maintained. Score based on 5 random audits, criteria must be 100% satisfactory	Food net sales: 1%	
CNS: Group receives a score of GREEN	Food net sales: 1%	
Speed of Service: Food preparation is adequate for given time period and an acceptable speed of service is evident. This criteria is to be determined by a member of the management team.	Food net sales: 1%	
Customer Complaints: Customer complaints make up less than 5% of all comment cards redeemed for groups location	Food net sales: 1%	
Food Quality: Presentation and quality of food meets or exceeds Levy Restaurant standards. Food quality will be inspected periodically by members of the management team.	Food net sales: 1%	
Spoilage Food: Spoilage less than 5% of food sales	Food net sales: 1%	
Event Close: Stand clean and all product put away at the end of the event and all proper paperwork turned in	Food net sales: 1%	
Insurance: Does group have proper insurance?	Food net sales: 2%	Beverage net sales: 2%
Total potential commissions	Food Sales: 10%	Beverage Sales: 8%

EXHIBIT 'B'
UNIFORM GUIDELINES

The Concessions Uniform for Levy Restaurants at Time Warner Cable Arena Consists of the following:

Levy Restaurants Issued Hat

- Clean and pointing to the front.
- To be purchased by the Group from Levy at Cost Value.

Levy Restaurants Issued Shirt

- Clean & pressed
- Nothing can be worn under the uniform shirt that is showing (You may wear a black color long sleeve under the uniform shirt)
- Uniform shirt to be purchased by the Group from Levy at Cost Value. Or you may elect to sign the shirts out each event with a \$1.00 cleaning charge per shirt.

Group or Volunteer Provides and must be worn:

- Solid Black (Dockers) Style Pants
 - No Black Jeans, Sweat pants, Spandex, Shorts, Skirts, Capri Pants, or Cargo Pants.
 - Must be worn on the waist with a black belt
- Solid Black Shoes
 - Slip-resistant shoes
 - Closed Toe and Closed Heel
 - Socks are required, Black to match pants
 - No sandals or heels

Jewelry—No Jewelry is allowed to be worn at anytime.

You may wear your wedding band. A medical alert necklace, bracelet, or ankle bracelet is acceptable.

Tattoos – Must be covered at all times.

Hair – Must be of a natural color. Must be pulled back, if shoulder length or longer.

EXHIBIT "C"

FACILITY RULES AND REGULATIONS

• GROUPS MUST ENTER AND EXIT ONLY THROUGH THE EMPLOYEE ENTRANCE. NO EXCEPTIONS.

- No cell phone use, while in uniform and in public view
- No eating or drinking in guest view or within concessions location
- No gum chewing
- No viewing or entry into seating areas during event, sound checks, etc.
- **All personal belongings, jackets, coats, bags, etc. are not allowed within concession locations. There are lockers available to utilize during events. (MUST BRING YOUR OWN LOCK)**
- Volunteers are not authorized to solicit autographs.
- Volunteers are not to participate in building promotions, e.g. No taking giveaways that are intended for guests.
- No smoking is allowed in the building or while in uniform
- Group leaders must stay until they are checked out by Levy management
- All group leaders must verify opening and closing counts
- All paperwork must be signed and dated
- All business or media inquires should be referred to Levy management
- NO FOOD is to be taken from the building after events.

EXHIBIT "E"

SCHEDULE OF EVENTS

To be inserted when final.

EXHIBIT "F"

INDIVIDUAL INDEMNITY AND RELEASE

THIS INDIVIDUAL INDEMNITY AND RELEASE (this "Release") is made as of the ____ day of _____, 20__, by the undersigned individual volunteer ("Volunteer") for _____ ("Group") in favor of Levy Premium Foodservice Limited Partnership, an Illinois limited partnership ("Levy").

WHEREAS, Group and Levy have entered into a certain Non-Profit Group Service Agreement, dated _____, 20__ ("Agreement");

WHEREAS, Group has agreed to provide the undersigned Volunteer's services to Levy at _____ (the "Facility"); and

WHEREAS, Levy will only consent to Volunteer's entry into the Facility and performance of Volunteer's services upon its receipt of this Individual Indemnity and Release executed by each of Group's Volunteers.

NOW THEREFORE, in consideration of Levy's consent to the entry of the Volunteer in the Facility, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Volunteer hereby agrees as follows:

1. The performance of volunteer services by Volunteer at the Facility shall not create an employment relationship between the Volunteer and Levy. Group is an independent contractor. Neither Group nor Volunteer are Levy employees.
2. Volunteer acknowledges and agrees that Volunteer: (a) is a Volunteer on behalf of Group, which is a non-profit agency or organization, (b) is not a Levy employee, and (c) is not receiving any monetary remuneration from Levy or Group for the volunteer services.
3. Volunteer will abide by all rules, regulations, policies and procedures of Levy, the Facility and all applicable local, state and federal laws, rules, regulations and ordinances in connection with Volunteer's activities at the Facility.
4. Group has reviewed with Volunteer the terms of Group's Agreement with Levy, and Volunteer agrees to abide by all of its terms as they relate to Volunteer.
5. To the fullest extent permitted by law, Volunteer hereby indemnifies, defends, protects and forever holds harmless and fully and completely waives, releases and forever discharges Levy Premium Foodservice Limited Partnership, Levy Restaurant Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, City of Charlotte, the Charlotte Regional Visitors Authority, Charlotte Arena Operations, LLC, Bobcats Basketball,

LLC, and Bobcats Basketball Holdings, and each of these entities' respective partners, affiliates, shareholders, directors, officers, employees, agents, contractors, attorneys, successors, assigns and each of its and their respective partners, shareholders, directors, officers, employees, agents, and representatives (collectively, the "Levy Indemnitees"), from and against any and all claims, charges, complaints, actions, causes of action, lawsuits, grievances, controversies, disputes, demands, agreements, contracts, covenants, promises, liabilities, judgments, obligations, debts, damages (including, but not limited to, actual, compensatory, punitive, and liquidated damages), attorneys' fees, costs and/or any other liabilities of any kind, nature, description, or character whatsoever (the "Claims") as such may in any way be related to or result, directly or indirectly, from Volunteer's performance of services or presence at the Facility or otherwise in connection with Levy, the Agreement, Group, this Release, or the Facility, including, but not limited to, Claims under the Fair Labor Standards Act of 1938, the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1866, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Family and Medical Leave Act of 1993, or any other city, local, state or federal laws, statutes, codes, ordinances, regulations or constitutions or common law.

6. **VOLUNTEER, HEREBY (i) ASSUMES ALL RISKS, WHETHER FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE (INCLUDING LOSS OF PERSONAL BELONGINGS) ASSOCIATED WITH THE PERFORMANCE OF ANY SERVICES OR PRESENCE AT THE FACILITY, (ii) FORMALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ALL RIGHTS AND CLAIMS FOR INJURIES (INCLUDING, BUT NOT LIMITED TO, WORKERS' COMPENSATION COVERAGE), DEATH OR PROPERTY DAMAGE SUSTAINED OR SUFFERED AS A RESULT OF, OR IN CONNECTION WITH, VOLUNTEER'S PERFORMANCE OF SERVICES OR PRESENCE AT THE FACILITY, IN ANY FORM OR FASHION; (iii) HEREBY AGREES NOT TO SEEK DAMAGES OR ANY OTHER REMEDIES FROM INDEMNITEES OR THEIR RESPECTIVE INSURERS IN ANY WAY ASSOCIATED WITH VOLUNTEER'S PERFORMANCE OF SERVICES OR PRESENCE AT THE FACILITY; AND (iv) AGREES THAT VOLUNTEER WILL NOT BE COVERED UNDER ANY CIRCUMSTANCES UNDER LEVY'S INSURANCE POLICIES.**

By signing in the space provided below, the undersigned hereby expressly agrees to be bound by all of the terms contained herein.

Print Name

Signature

Date
