

Moda Center Guidelines and Expectations

Insurance Cost: For 2014-2015, \$348 was paid by the Booster Club to cover insurance costs. This will be paid back by collecting tips from each event. If tips do not cover the cost of the insurance the amount will be divided by the number of events per month and then evenly divided between event volunteers.

Profit Distribution: Events with 8 volunteers, profits will be distributed evenly with the exception of lead positions receiving a slightly higher percentage. For example, 12% to concessions and 14% to leads. A volunteer who is a minor will have a slightly less profit distribution than other volunteers. For example, lead-14.5%, concession-12.45%, and minor-9%.

Tips: The lead of the event will complete and sign a deposit form and have another member of the event group verify the information and amounts by also signing the deposit form. An email or text will be sent to the fundraiser chair with information on deposit form for records. The deposit form and money will then be dropped off by Monday, to the NBC locker, for the Assistant Treasurer to deposit. Once the Assistant Treasurer has deposited the funds, a confirmation email will be sent to the fundraiser chair. Funds will be applied to the cost of insurance. If funds exceed the cost of insurance further discussion will occur at that time.

Scheduling: Volunteerspot.com will be used for parents to sign up for events. These events can be canceled by Levy or by the fundraiser chair due to low participation one week prior to the event. A charge of \$50 will be deducted from the gymnast account for NO SHOW or without 24 hour notice. In rare cases, the event group may agree to waive the \$50 charge. After two NO SHOWS or canceling without 24 hour notice, the volunteer will be removed from the fundraiser.

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. <https://levy.restaurant.org/>, password LEVY, food handler education and OLCC education. Beginning December 1st, all volunteers who would like to fill a lead position must make time for an orientation prior to their lead shift.

Minimum Age of Volunteers: All Volunteers must be at least eighteen (18) years of age. Minors aged 16-18 years can work as cook help. A Minor's release form must be filled out and a food handler's card is required.

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 any time during the event, unless it is as a part of their volunteering responsibilities.

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 the event by any Volunteer shall be deemed as "theft of services" and may result in termination of this Agreement, in Levy's sole discretion.

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. Black shoes are either "non-slip" or "slip resistant" and black pants. Legging and tights are not acceptable. Levy will provide a shirt.

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.

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. 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 start prior to the start of the event. Volunteers shall not smoke, drink, or eat in the Service Area.

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.

Donation: Levy agrees to pay a Donation (the "Donation") to Group, which shall be an amount equal to Twelve Percent (12%) of the Net Sales from Group's Service Areas for Portland Trailblazers games, Fifteen Percent (15%) of the Net Sales from Group's Service Areas for other MODA Center events, and Sixteen Percent (16%) of the Net Sales from Group's Service Area for all Memorial Coliseum events. "Net Sales" means gross sales (not including sales of alcoholic beverages) minus all cash shortages as determined by Levy in Levy's sole discretion, costs, fees, and taxes, including, but not limited to, the state sales tax. Excessive inventory losses or a group's failure to bring the appropriate

number of volunteers may result in Levy reducing the Group's Donation. Any Donation reductions will be based on the actual costs incurred by Levy as a result of the Group's breach of the Agreement.

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, excessive inventory shortages, Group's failure to accurately complete all assigned work at the Facility, or a failure of the Group to provide the appropriate number of Volunteers. 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 the Group or any of its Volunteers, which shall be determined in Levy's sole discretion.

Cleaning: Levy shall inspect the 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, Levy may terminate this Agreement in its sole discretion.

Uniforms: Group will sign for and acknowledge receipt of a specified quantity of Uniforms and will return that specified quantity in the same condition (less reasonable wear) to designated Levy Management at the end of the event. Group will pay Levy \$40.00 per Uniform that Group does not return to Levy at the end of the event. Any amount owed to Levy by Group pursuant to this provision shall be adjusted against the Donation. Levy will provide red viz

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.