

# SAVOR...

## 2020-2021 NOT-FOR-PROFIT ORGANIZATION APPLICATION FOR THE OPERATION OF CONCESSIONS IN THE ASM MANAGED CHESAPEAKE ENERGY ARENA & COX CONVENTION CENTER IN OKLAHOMA CITY, OK

Not-For-Profit Organization's Legal Name (Applicant): \_\_\_\_\_

Known As (dba): \_\_\_\_\_

Federal Tax Identification Number (TIN): \_\_\_\_\_

*(Please note that the Applicant's TIN must be an Employer Identification Number (EIN) issued and assigned by the IRS. A social security number (SSN) will not suffice. A copy of Applicant's SS-4 form, as filed with the IRS requesting an EIN, and/or a copy of the IRS notification of Applicant's EIN should be submitted to ASM with this application. Applicant's volunteer workers will not be permitted to work any concessions until Applicant's EIN has been furnished to ASM.)*

Applicant is (check the correct statement)

Incorporated and existing in good standing as a not-for-profit corporation

Organized and existing as a not-for-profit unincorporated association

*(If Applicant is a corporation, a copy of the certificate of incorporation or other evidence of existence should be submitted with this application. If Applicant is an unincorporated association, a copy of the charter, articles of association, bylaws, or other evidence of existence as an organization should be submitted with this application.)*

Applicant is (check the correct statement)

Exempt from federal income taxes

Non-exempt from federal income taxes

*(If Applicant is exempt from federal income taxes, a copy of the IRS letter recognizing such exemption should be submitted with this application.)*

Applicant is (check the correct statement)

A returning Not-For-Profit Organization who was active during the 2019-2020 season.

A former Not-For-Profit Organization who was not active during the 2019-2020 season.

A new Not-For-Profit Organization.

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## **Applicant's Designation of a Primary Contact:**

Name: \_\_\_\_\_

Title or Association with Not-For-Profit Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

*(Please note that all notices and other communications to Applicant will be given, presented, sent, or delivered to Applicant through Applicant's Primary Contact, as designated in this application.)*

## **Applicant's Designation of a Secondary Contact:**

Name: \_\_\_\_\_

Title or Association with Not-For-Profit Organization: \_\_\_\_\_

Payment Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email: \_\_\_\_\_

Cell: \_\_\_\_\_ Home: \_\_\_\_\_ Work: \_\_\_\_\_

How many workers can Applicant guarantee on a regular basis? \_\_\_\_\_

Please provide below a brief statement describing the purposes of Applicant as a Not-For-Profit Organization and specifying how the compensation earned by Applicant pursuant to this application for work performed by Applicant's volunteer working group will be used to further such purposes.

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Include telephone numbers and/or contact information of references concerning any local, state, or national affiliations of Applicant.

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Is the Applicant willing to work all events and/or types of event? (check the correct statement)

\_\_\_\_\_ Yes, we are willing to work all events and/or types of events.

\_\_\_\_\_ No, we are unwilling to work the following events and/or types of events:

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During what hours will Applicant's volunteer workers generally be available? (circle one for each shift)

<b>Weekday – Day Shift</b>	Regularly	Sometimes	Never
<b>Weekday – Evening Shift</b>	Regularly	Sometimes	Never
<b>Weekend – Day Shift</b>	Regularly	Sometimes	Never
<b>Weekend – Evening Shift</b>	Regularly	Sometimes	Never
<b>Holidays</b>	Regularly	Sometimes	Never

The undersigned authorized representative, acting for and on behalf of Applicant, hereby requests and applies to ASM for a letter of authorization authorizing Applicant and its volunteer working group to operate or assist in the operation of one or more designated concessions to be determined by ASM in an ASM-managed facility according to the term and conditions specified by ASM. With the understanding that ASM will rely on this application and that any incorrect, incomplete, or misrepresented information contained herein or furnished in connection herewith may be cause for

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this application to be declined and/or for Applicant and its volunteer working group to be determined ineligible, I hereby certify to ASM that I am duly authorized to execute and present this application on behalf of Applicant and that all information contained in and furnished by or on behalf of Applicant in connection with this application is true, correct, and complete in all material respects. On behalf of Applicant, I authorize ASM to investigate and verify the information and representations contained in this application, together with all other matters concerning Applicant that ASM may deem relevant. Further, I acknowledge and agree that it shall be the duty and responsibility of Applicant and Applicant’s Primary Contact to promptly inform ASM of any occurrence or event requiring any information contained in this application to be modified, including without limitation any material change in the status of the existence and/or authority of Applicant as a Not-For-Profit Organization.

\_\_\_\_\_  
Signature of Applicant’s Authorized Representative Date

\_\_\_\_\_  
Name of Applicant’s Authorized Representative Title of Applicant’s Authorized Representative

\_\_\_\_\_  
Signature of Applicant’s Primary Contact Date

\_\_\_\_\_  
Name of Applicant’s Primary Contact Title of Applicant’s Primary Contact

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*For Department Use Only*

\_\_\_\_ Approved \_\_\_\_\_ Not Approved – Reason if not approved: \_\_\_\_\_

\_\_\_\_\_  
Karthik Iyer, Director of Food & Beverage Date

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## NOT-FOR-PROFIT ORGANIZATION TERMS & CONDITIONS OF AUTHORIZATION FOR THE CHESAPEAKE ENERGY ARENA IN OKLAHOMA CITY, OK & FOR THE COX CONVENTION CENTER IN OKLAHOMA CITY, OK

This authorization (the or this “**Authorization**”) is entered into by the undersigned Not-For-Profit Organization, \_\_\_\_\_

(Legal Name of the Not-For-Profit Organization) (the “**Not-For-Profit Organization**”), and ASM Food and Beverage, LLC. (“**ASM**”) as a contract among those parties setting forth the terms and conditions of a limited revocable license and permit hereby granted by ASM to the said Not-For-Profit Organization for operation of a concession during events at the ASM-managed facilities in Oklahoma City known as the “Chesapeake Energy Arena” and the “Cox Convention Center”, as determined by ASM in its sole discretion. Any other provision in this Authorization to the contrary notwithstanding, the Not-For-Profit Organization understands, acknowledges, consents, and agrees that the license and permit hereby granted by ASM are unconditionally revocable and terminable at the sole discretion of ASM and that the said license and permit may be revoked and terminated by ASM at any time with immediate effect and without penalty to ASM, whether with or without cause and whether with or without prior warning or prior notice. This Authorization will go into effect July 1, 2020, or the date of the last signature, whichever comes last, and will remain in effect until June 30, 2021, or termination of this Authorization, whichever comes first.

1. Before operating any concessions pursuant to this Authorization, the Not-For-Profit Organization shall have delivered to ASM the following:
  - a. A completed and signed copy of the 2020-2021 Not-For-Profit Application and Authorization.
  - b. A copy of the Not-For-Profit Organization’s SS-4 form (Application for Employer Identification Number) EIN as filed with the IRS and/or a copy of the IRS notice to the Not-For-Profit Organization of the Not-For-Profit Organization’s EIN.
  - c. A copy of the Not-For-Profit Organization’s certificate of incorporation (if the Not-For-Profit Organization is a corporation) or a copy of the Not-For-Profit Organization’s charter, articles of association, bylaws or other evidence of existence as an organization (if the Not-For-Profit Organization is an unincorporated association).

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- d. If the Not-For-Profit Organization is exempt from federal income taxes, it shall also have delivered to ASM a copy of the IRS letter recognizing such exemption.
  - e. Proof of liability insurance.
  - f. A completed and signed Request for Taxpayer Identification Number and Certification (W-9).
2. The relationship of and between the Not-For-Profit Organization and ASM with respect to this Authorization is that of an independent contractor. The Not-For-Profit Organization acknowledges and agrees that neither the Not-For-Profit Organization nor any of its individual members or volunteers are members of ASM or any affiliate of ASM in their performance of any acts in the operation of any concessions under the authority of this Authorization. Nothing contained in, relating to or arising from this Authorization is intended to create or constitute any partnership, joint venture, or other association between ASM and the Not-For-Profit Organization or any members of the Not-For-Profit Organization or its volunteer working group, or in any way to make either ASM or the Not-For-Profit Organization a co-principal with the other or an agent of the other with respect to the business conducted by the parties. Further, nothing in, relating to, or arising from the Authorization is intended to create or constitute a master-servant or employer-employee relationship between ASM and any member of the Not-For-Profit Organization or its volunteer working group. Any interference or interpretation to the contrary is contrary to the intent and agreement of ASM and the Not-For-Profit Organization.
3. The Not-For-Profit Organization and all members of the Not-For-Profit Organization's volunteer working group shall at all times while operating concessions observe, follow, comply with, and abide by all rules, regulations, and procedures from time to time established by ASM and operate all concessions management and staff. At no time shall the Not-For-Profit Organization or any member of its volunteer working group make any decisions or take an action for or on behalf of ASM detrimental or deemed detrimental to ASM, the ASM-managed facilities to which this Authorization pertains or any person or entity having an ownership or leasehold interest in the said facilities to include the City of Oklahoma City and the Oklahoma City Public Property Authority.



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4. The Not-For-Profit Organization and all its members and volunteers will at all times while operating or assisting with the operation of any concessions fully comply with all of the terms and conditions of this Authorization. Failure to comply with any of those terms or conditions will constitute a cause for penalty assessments against commissions due, suspension of the Not-For-Profit Organization or any member or volunteer of the Not-For-Profit Organization and/or termination of this Authorization and the license hereby granted. The Not-For-Profit Organization will be granted up to 25 minor offenses per stand assignment, per fiscal year. The Not-For-Profit Organization will be allotted an additional 25 minor offenses which will count towards any event worked by the Not-For-Profit Organization and its volunteer working group in all locations that are not permanently assigned to them. Additionally, there will be a limit of 10 minor offenses of the same kind. Any minor offense above and beyond 25, or above and beyond the limit per kind, will result in the Not-For-Profit Organization being removed from their stand assignment, and could result in termination of this Authorization. Minor offenses include, but are not limited to, the following:

- a. **Not working a scheduled event:** In accepting a stand assignment, the Not-For-Profit Organization agrees to provide staffing for all events that said stand is open. Not working the assigned stand, for whatever reason, will constitute a minor offense.
- b. **Not being fully staffed:** In accepting a stand assignment, the Not-For-Profit Organization agrees to provide sufficient staffing for said stand at all events. Staffing levels will be set by ASM and not meeting the staffing level will constitute a minor offense. Further, if additional staff is needed, the Not-For-Profit Organization who has been assigned this location, known as the “Host” will take on responsibility for all inventory, monies, and shortages incurred.

- i. Alley Coop 4 workers

- C Store 3 workers

- Chop N Block 115 3 workers

- Chop N Block 317 3 workers



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Fastbreak 104 6 workers

Fastbreak 301 6 workers

Fastbreak 324 5 workers

Full court Press 102 3 workers

Full court Press 328 1 worker

Kids Cart 2 workers

Lightning Pub 6 workers

Loud City 14 workers

Popcorn 105 2 workers

Popcorn 118 2 workers

Popcorn 313 2 workers

Schwab's 5 workers

Slamburger 6 workers

Taco Camion 107 3 workers

Taco Camion 330 3 workers

The Zone 6 workers

Wing N It 111 6 workers

Wing N It 315 4 workers

- c. **Failure to submit the workers roster:** Roster templates will be sent out via Google Sheets for all events the Not-For-Profit Organization is scheduled to work. Rosters are to be submitted via Google sheets 48 hours before the event date, and all changes





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must be made by 9 am the day of the event. Rosters submitted via other methods will not be accepted. Failure to submit the Roster on time via the appropriate channel will constitute a minor offense.

- d. **Showing up late and/or leaving early:** If any member of the Not-For-Profit Organization shows up to work an event after doors have opened, for any reason, they will be marked as late. Further, if any member of the Not-For-Profit Organization leaves the premises before the event is complete, or without prior approval from an ASM manager or supervisor, they will be marked as leaving early. If any member of the Not-For-Profit Organization's volunteer working group is marked as late or as having left early, this will constitute a minor offense.
  - i. **Condiment Cart Workers:** If condiment cart workers show up thirty minutes later than the call time that was on their google sheet they will have to stay until the event is over. Condiment cart workers cannot leave after the 3<sup>rd</sup> quarter unless they are on time.
  - ii. **Group Sign-In / Sign-Out:** Each member of the Not-For-Profit Organization's volunteer working group is required to sign an alcohol sheet if working at a location where alcohol is sold for every event. They will then show their id to the supervisor at the employee door and get a bypass card that they will use to clock in. Once done clocking in they will give the card back and get a wristband. At the end of the event they will come back to the employee door and get their card back and clock out and then give the card back. Not clocking in or out will result in a minor infraction.
- e. **Not being in full uniform:** If one or more members of the Not-For-Profit Organization's volunteer working group is not in full uniform at call time, and/or does not remain in full uniform for the duration of their shift, this will constitute a minor offense. The uniform consists of the following:
  - i. Chesapeake Energy Arena Events

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1. Navy Blue Polo Shirt issued by ASM at a cost of \$25 to be deducted from the commission payment of the Not-For-Profit Organization, with the “Chesapeake Energy Arena” logo on the left side of the chest.
  2. Navy Blue Baseball Cap issued by ASM at a cost of \$6 to be deducted from the commission payment of the Not-For-Profit Organization, with the “Chesapeake Energy Arena” logo on the front.
- ii. Cox Convention Center Events
1. Navy Blue Polo Shirt issued by ASM at a cost of \$25 to be deducted from the commission payment of the Not-For-Profit Organization, with the “Savor...” logo on the left side of the chest.
  2. Black Baseball Cap issued by ASM at a cost of \$6 to be deducted from the commission payment of the Not-For-Profit Organization, with the “Savor...” logo on the front.
- iii. The following apply to both locations:
1. Khaki pants, not to include shorts or skirts.
  2. Fully enclosed non-slip athletic style shoes, not to include sandals, crocs, or slip-ons.
  3. Name badge issued by ASM worn on the right side of the chest. One badge will be issued at no cost to each member of the Not-For-Profit Organization. Additional badges will be issued at a cost of \$5 to be deducted from the commission payment of the Not-For-Profit Organization.
  4. Jackets, sweaters, or sweatshirts are not to be worn over the top of the uniform shirt inside the facilities. If needed solid-colored long sleeve navy blue, black, or grey shirt may be worn under the polo.



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5. The only jewelry allowed are wedding bands.
- iv. Further, uniform items shall not be lent out for any reason. If any member of the Not-For-Profit Organization is in need of a uniform item, the item will be issued, and the cost deducted from the commission payment.
- v. New groups will be given 10 shirts and hats after that amount they will be charged. All existing groups will be charged for all uniforms. If any member needs a uniform the group leader needs to email The NPO coordinator and F&B Assistant Manager with the name and size needed so it's ready at the door. New groups will pick up their uniform at check in and change before going out on the floor.
- f. **Unreasonable shortages and/or overages:** Any shortage or overage greater than \$50.00, or 1% of net sales, whichever is greater, will constitute a minor offense.
- g. **Turning in paperwork without all necessary signatures:** All paperwork must have all signatures before being turned in. Failure to have all necessary signatures will constitute a minor offense. This includes the following:
  - i. Stand Sheet:
    1. Prior to any sales being made, the Not-For-Profit Organization's Stand Leader and an ASM Supervisor must each sign the stand sheet verifying the beginning counts.
    2. Any inventory being brought to a stand during an event requires the initials of the Not-For-Profit Organization's Stand Leader and an ASM Runner or Supervisor.
    3. Before turning in the stand sheet and leaving the facility, the Not-For-Profit Organization's Stand Leader and an ASM Supervisor must each sign the stand sheet verifying the beginning counts.

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- ii. **Event Checklist:** Prior to turning in the Stand Sheet, the event checklist must be signed by the Not-For-Profit Organization's Stand Leader and the ASM Supervisor, verifying that the Not-For-Profit Organization has completed all tasks necessary to working in their assigned location.
  - iii. **Food Temp & Quat Sanitizer Sheet:** Prior to turning in the Stand Sheet, the Food Temp & Quat Sanitizer Sheet must be signed by a member of the Not-For-Profit Organization's volunteer working group, once to verify the food temperature log, and once to verify the testing of the Quat Sanitizer.
- h. **Poor Customer Service:** Guests, internal and external, are always to receive speedy service and be treated with dignity and respect . The Not-For-Profit Organization agrees that all members of the Not-For-Profit Organization's volunteer working group shall strive to provide a high level of customer service in a courteous, attentive, and helpful manner while working in a concession area. Further, the Not-For-Profit Organization agrees to have their location(s) ready for service from the time doors open until shut down by a member of ASM management. Failure to do so will constitute a minor offense. Customer Service will be graded the following ways:
- i. A Secret Shopper grade of 80% or below.
  - ii. A direct complaint made by a guest.
  - iii. A report from any member of ASM management, or the management of OKC Thunder, OKC Blue, or any other entity hosting an event in the Chesapeake Energy Arena or the Cox Convention Center.
- i. **Solicitation of Tips:** Solicitation of tips includes the use of tip jars, formal or informal, and any verbal or written request for tips from the guest.
- i. OKC Thunder, OKC Blue, or any OKC Thunder or Blue affiliated events: Tips cannot be solicited in any way. Any solicitation of tips will constitute a minor offense.



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- ii. All other events: Tips may be solicited, and Tip jars may be placed. Tip Jars must be professional, preapproved by ASM management, and standardized. The use of unapproved tip jars will constitute a minor offense.
  
- j. **Improper Food Handling:** The Not-For-Profit Organization is required to keep their stand and/or area clean, and to adhere to the following guidelines when handling any food and beverage products. Failure to adhere to these guidelines will constitute a minor offense.
  - i. Hands and exposed arms must be washed upon entering the stand in the hand wash sink. They must be rewashed after coughing, sneezing, using a handkerchief or tissue, touching the face or other unwashed area of the body, eating, drinking, using soiled utensils, and when switching tasks.
  - ii. Gloves must be worn by anyone handling food. Those handling monies may not handle food.
  - iii. No items may be stored or placed on the floor and the floor should always be clean and free from obstacle. This includes the area directly in front of your stand.
  - iv. Food and food service items must be stored separately from chemicals and cleaning supplies.
  - v. Ice scoops must always be used. Cups may not be used as a replacement for ice scoops, and ice scoop handles cannot touch the ice in the bin.
  - vi. Cups must not be handled by the lip, but by the base only. Cups should be stored on the counter lip side down, with a lid securely on the bottom as a barrier between the lip of the cup and the counter.
  - vii. Counters should always be kept clean .
  - viii. Food temperatures must be kept below 45 degrees Fahrenheit or above 140 degrees Fahrenheit to prevent growth of bacteria. Temperatures are to be

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logged every 30 minutes on the Food Temp & Quat Sanitizer Sheet. Anything with a temperature of 45 to 140 degrees Fahrenheit may not be served and must be reported as spoilage.

- ix. Measures must be taken to prevent cross-contamination. When switching between working with raw and cooked foods, hands must be washed, gloves changed, and the food preparation area and utensils must be cleaned and sanitized. When preparing food for a guest with a food allergy or requesting gluten free options, the same precautions must be taken.
- x. Cooked perishable product shall not be reused from one event to the next. If any product is questionable in any way, it should not be served by the Not-For-Profit Organization's working group and saved to be verified as spoilage by the ASM Supervisor.
- k. **Leaving the stand and/or area unclean:** The Not-For-Profit Organization is responsible for cleaning all areas of their stand after each event that is not occupied by the cook. Failure to do so will constitute a minor offense **AND** will result in a \$50.00 cleaning fee to be taken from the commissions owed. This includes, but is not limited to the following:
  - i. Floors must be swept and mopped and free of any obstacle.
  - ii. Food and food service items must be appropriately repackaged and put back in the proper storage area.
  - iii. All equipment and small appliances must be emptied, turned off, washed and sanitized, and put back in the proper storage area.
  - iv. Counters, sinks, and large appliances should be cleaned and sanitized. Ensure that refrigerators and freezers are plugged in and doors are closed and turn off all other large appliances.
  - v. Throw away any trash inside of the stand, making sure spoilage items have been verified by an ASM Supervisor prior to throwing away said items.



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- vi. Clean beer drains with hot water.
  
- l. **Over preparation of food:** Not-For-Profit Organizations will be given analytics based on their locations sales from previous years and previous games of the same year. The Not-For-Profit Organization is to use this as a guideline for food preparation and excessive spoilage due to over-preparation will constitute a minor offense.
  
- m. **Failure to follow Cash Handling Procedures:** The Not-For-Profit Organization agrees to the sole use of ASM provided banks and credit card machines. The Not-For-Profit Organization is to follow the cash handling procedure as laid out below, as well as any direction given by the Vault Room Supervisors, and/or Police/Security. Failure to comply will constitute a minor offense. Cash Handling Procedures are as follows:
  - i. The Not-For-Profit Organization will provide ASM with a preapproved list of members able to pick-up and deposit cash for events. Any new staff must be turned in with a minimum 48 hours notice. It will be the responsibility of the Not-For-Profit Organization to ensure that ASM is notified of any employee terminations or changes at the earliest possible time.
  
  - ii. Banks shall be picked up between one (1) hour and thirty (30) minutes prior to doors opening. The Not-For-Profit Organization will pick up the appropriate Cash Bag(s) and log in to the assigned cash machine and follow on screen prompts to pick-up banks. Upon log in, all monies distributed become the sole responsibility of the Not-For-Profit Organization. After logging out, the Not-For-Profit Organization will turn in a pick-up receipt for the bank and is required to report directly to their assigned stand. The Not-For-Profit Organization is not permitted to stop anywhere with the Cash Bag in their possession, including, but not limited to, the employee meal, employee entrance, and bathrooms.
  
  - iii. The only member of the Not-For-Profit Organization's members permitted in the Vault Room is the authorized member who is to pick up and return the bank. While in the Vault Room, there is to be minimal talking.

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- iv. Once in the assigned stand, all cash must be transferred to the Cash Trays and locked in the registers. No money shall remain in the Cash Bag, and money should only be placed back in the Cash Bag directly prior to returning to the Vault Room after the event.
  - v. If there is more cash than can be stored in the Cash Registers, a cash drop can be made by going to the Vault Room and doing a Cash Pick-up.
  - vi. After the event, the Not-For-Profit Organization is required to return the Cash Bag with the bank and all cash sales to the Vault Room within thirty (30) minutes of the stand being closed to sales. The Not-For-Profit Organization will log in to the assigned cash machine and follow on-screen prompts to deposit all funds. After logging out, the Not-For-Profit Organization will turn in a copy of the Deposit Report, as well all the Bank Bag, and credit card slips and coupons to the proper location.
5. The Not-For-Profit Organization and all its members and volunteers will always while operating or assisting with the operation of any concessions fully comply with all the terms and conditions of this Authorization. Major offenses, as described herein, could result in immediate termination of this Authorization and the license hereby granted, without warning or notice. Major offenses include, but are not limited to, the following:
  - a. **ALL COVID 19 PRECAUTIONS & REGULATIONS MUST BE FOLLOWED.**
  - b. **Failing a liquor audit:** If any member of the Not-For-Profit Organization's volunteer working group fails a liquor audit, this will constitute a major offense, which is means for immediate termination of this Authorization. In addition, said member will not be eligible to work any events in any capacity for one (1) year from the date of the offense.
  - c. **Selling an alcoholic beverage to anyone under the age of 21:** The sale or dispensing of beer or any other alcoholic beverage to a minor by any member of the Not-For-Profit Organization's volunteer working group will constitute a major offense, which is means for immediate termination of this Authorization AND forfeiture of all



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commissions earned by the Not-For-Profit Organization for the event and stand at which the sale occurred.

- d. **Selling more than two (2) drinks at a time per verified ID:** A limit of two (2) alcoholic beverages shall be dispensed and/or sold per verified ID. This limit is subject to change based on the event, and the Not-For-Profit Organization and members of its volunteer working group shall be informed prior to doors. Failure to adhere to this limit shall constitute a major offense, which is means for immediate termination of this Authorization.
- e. **Selling alcohol without the appropriate licenses:** Anyone working registers in a location which sells alcohol is required to have BOTH the Oklahoma ABLE Commission Employee Alcoholic Beverage Permit, and the ServSafe Alcohol Certificate. If anyone is found to be selling alcohol and does not have a valid Oklahoma ABLE Commission Employee Alcoholic Beverage Permit and ServSafe Alcohol Certificate, this will constitute a major offense, which is means for immediate termination of this Agreement. Additionally, the Not-For-Profit Organization is responsible for providing ASM with copies for all their applicable members.
- f. **Removing food and/or beverage from the premises:** It is prohibited for the Not-For-Profit Organization, or any member of its volunteer working group, to leave the facility with any food and beverage items. The Not-For-Profit Organization understands and acknowledges that ASM views this as “theft of goods” and constitutes a major offense which is means for immediate termination of this Authorization.
- g. **Giving away food & beverage items:** It is prohibited for the Not-For-Profit Organization, or any member of its volunteer working group, to give items free of charge to anyone not explicitly listed in the exceptions below. This includes those members working in the stand. Any food eaten by any member of the Not-For-Profit Organization’s volunteer working must be paid for at full The Not-For-Profit Organization understands and acknowledges that ASM views this as “theft of goods”, and constitutes a major offense which is means for immediate termination of this Authorization. The following are exceptions:

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- i. Any member of the Not-For-Profit Organization's volunteer working group, or ASM employee's working in the stand our surrounding areas as Cooks, Beer or Bartenders, or Supervisors, may use one of the provided non-chargeable cups to be filled with drinking water or a fountain beverage. Non-chargeable cups may not be in view of guests, and drinks may not be consumed in plain view of the guests.
  - ii. As a replacement for a guest's item requiring spoilage. All returned items must be kept to be counted and verified by the ASM Supervisor.
  - iii. For management of ASM, or under the direction of management of ASM. Items must be signed for by ASM management upon retrieval of said items.
- h. **Making sales without the use of a Point-Of-Sale ("POS") System:** All sales must be made using the POS provided by ASM. The Not-For-Profit Organization understands and acknowledges that ASM views this as "theft of goods" and constitutes a major offense which is means for immediate termination of this Authorization.
- i. **Making sales without prior verification of inventory by an ASM Supervisor:** Sales may not be made until the inventory has been counted and verified by the Not-For-Profit Organization's Stand Leader and an ASM Supervisor. The Not-For-Profit Organization understands and acknowledges that ASM views this as "theft of goods" and constitutes a major offense which is means for immediate termination of this Authorization.
- j. **Gross improper cash handling:** Gross Improper Cash Handling will constitute a major offense, which is means for immediate termination of this Authorization. Gross Improper Cash Handling includes, but is not limited to the following:
  - i. Leaving the POS Register's Cash Drawer open between sales.
  - ii. Keeping money in the Cash Bag once in the stand.
  - iii. Leaving money unattended or in view of guests.
  - iv. Leaving the premises with the Cash Bag and/or any of its contents.



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- k. **Falsifying documents:** The Not-For-Profit Organization and members of its volunteer working group must complete all paperwork in full and with accuracy and truthfulness. Further, no member of the Not-For-Profit Organization's volunteer working group may sign any name other than their own legal name, and may not sign for, or in the place of, another member of the Not-For-Profit Organization's volunteer working group, a ASM Manager, Supervisor, or a Vault Supervisor or Teller. Falsifying information and/or forging a signature will constitute a major offense, which is means for immediate termination of this Authorization.
  - l. **Unauthorized Entry to Events:** Entrance and access to the premises of either ASM-managed facility will be permitted only to authorized volunteer working group members specifically working in the Not-For-Profit Organization's assigned concessions locations at said event. The Not-For-Profit Organization understands and acknowledges that ASM views unauthorized free admission for ticketed events as "theft of services" and constitutes a major offense which is means for immediate termination of this Authorization.
6. The commission payable to the Not-For-Profit Organization will be issued on the 15<sup>th</sup> of the month for the previous month worked. Commission will only be paid for shifts for which we have a timecard report. Checks will be made payable to the Not-For-Profit Organization and the Not-For-Profit Organization represents and warrants to ASM and agrees that all commissions earned from work performed by the Not-For-Profit Organization and its volunteer working group will be utilized solely for the organizational goals of the Not-For-Profit Organization, including the purposes described in the application submitted by the Not-For-Profit Organization requesting this Authorization, and the common good of its members, and will not be utilized in any way to personally benefit any individual. Commissions will be calculated as set forth below:
- a. The Not-For-Profit Organization will receive \$30 per person for each member of the volunteer working group for attendance at non-events, regardless of the length of the non-event. This includes, and is not limited to, group meetings and training classes set up by ASM Management, and cleaning or workdays. The maximum number of

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attendees shall be set forth by ASM, and the Not-For-Profit Organization will not receive commission for attendees above and beyond the maximum number of attendees set forth by ASM. This does NOT apply to meetings set up by the Not-For-Profit Organization or members of its volunteer working group, individual meetings set up by ASM management, or office visits made by the Not-For-Profit Organization or members of its volunteer working group.

- a. The Not-For-Profit Organization will receive \$60 per person for each member of the volunteer working group in attendance for a scheduled event in the Chesapeake Energy Arena or Cox Convention Center and working shifts up to 9 hours. For shifts greater than 9 hours and up to 12 hours, a commission of \$90 will be paid. Any shift greater than 12 hours will result in a commission payment of \$120 per person. The maximum number of attendees shall be set forth by ASM, and the Not-For-Profit Organization will not receive commission for attendees above and beyond the maximum number of attendees set forth by ASM.
- b. For any event worked on a paid ASM holiday, an additional \$30 will be paid per person for each member of the volunteer working group in attendance for a scheduled event in the Chesapeake Energy Arena or Cox Convention Center. The maximum number of attendees shall be set forth by ASM, and the Not-For-Profit Organization will not receive holiday commission for attendees above and beyond the maximum number of attendees set forth by ASM.
- c. A bonus of \$10 per person shall be paid for stands with Net Sales (not including sales tax) minus any shortages greater than or equal to \$500 and less than \$750 per worker present. For Net Sales minus any shortages greater than or equal to \$750 and less than \$1,000 per worker present, a bonus of \$15 per person shall be paid. All Net Sales minus any shortages greater than or equal to \$1,000 per worker present will result in a \$20 bonus per person. The net sales per worker will be calculated based on the total number of workers present, including ASM provided cooks and/or members of other Not-For-Profit Organizations. The maximum number of attendees shall be set forth by



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ASM, and the Not-For-Profit Organization will not receive bonus commission for attendees above and beyond the maximum number of attendees set forth by ASM.

- d. If the combination of cash and credit/debit sales exceed the calculation of total inventory sold by the members of the Not-For-Profit Organization's volunteer working group, in the operation of assigned concessions, all overages will be the property of ASM.
  - e. If any shortage exceeds the commission payable to the Not-For-Profit Organization for an event, the Not-For-Profit Organization shall be required to pay the difference to ASM within fifteen (15) days after the shortage occurs, except when the aggregate of commission payable to the Not-For-Profit Organization for the current month exceeds the aggregate amount of shortages during that month. In the latter case, an amount equal to the aggregate shortages will be withheld from the commission payable to the Not-For-Profit Organization and applied to the aggregate shortages.
7. The Not-For-Profit Organization represents and warrants to ASM and agrees that each member of its volunteer working group operating within an assigned concession area will be in full compliance with all Rules and Regulations Pertaining to Food Service Establishments published by the Oklahoma State Board of Health.
  8. The Not-For-Profit Organization understands, acknowledges and agrees that all members of its volunteer working group must attend training sessions as established and scheduled by ASM management and that any person who has not attended all required training sessions will not be permitted to participate as a volunteer member of the Not-For-Profit Organizations' working group or to be present in any concession area. Group leaders are responsible for both learning all required policies and procedures and for communication of and enforcement of the same with all members of their volunteer working group. Required yearly training for each member of the Not-For-Profit Organization's volunteer working group shall include, but are not limited to, the following:
    - a. CLICK! Training
    - b. Savor... NPO Training



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- c. Savor... Alcohol Training (for groups working in locations which sell any alcoholic beverages)
  - d. PCI Compliance (computer class).
9. Concessions operated pursuant to this Authorization shall be staffed solely by volunteers of the Not-For-Profit Organization who are 18 years of age or older.
10. It is agreed and understood that neither ASM nor either ASM-managed facility is responsible for anything lost, stolen, or damaged by the group or its members while inside the facility or on the premises which includes the parking lot and ASM will not provide lockable containers or lockers for the storage of items.
11. The Not-For-Profit Organization agrees that any information about or regarding ASM or the operation of either ASM-managed facility not generally known to the public, and any other private, proprietary, or confidential information received by members or volunteers of the Not-For-Profit Organization in the operation of any concession or otherwise in connection with and during the term of this Authorization shall not be disclosed without the prior written consent of ASM.
12. The Not-For-Profit Organization agrees that no member of the Not-For-Profit Organization and/or its volunteer working group will post on any Social Media platform regarding ASM and/or its members, or the Chesapeake Energy Arena, Cox Convention Center, OKC Thunder, OKC Blue, or any other entity hosting an event in either facility, as it pertains to the event, facility, management, or operation.
13. Nothing in this Authorization constitutes a guarantee or an assurance that the Not-For-Profit Organization and its volunteer working group by any other or additional criteria and on the basis of any other factors from time to time deemed appropriate by ASM at its sole discretion.
14. The Not-For-Profit Organization also understands, acknowledges, and agrees that it is responsible for its own insurance requirements in all areas and that any and all insurance coverage and payroll costs and related benefits for members of its volunteer working group shall be the sole responsibility of the Not-For-Profit Organization. The Not-For-Profit



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Organization further hereby agrees to indemnify ASM, the City of Oklahoma City, OCPPA, the State of Oklahoma, the Oklahoma City Thunder and its affiliates, and the Oklahoma City Blue and its affiliates, and their respective agents, members, and representatives of any character, from, for, and against all liability or loss and all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of this Authorization or by conditions created thereby, or based upon any violation of any statute, ordinance, building code, or regulation, and the defense of any such claims.

15. ASM, in its sole discretion, may modify in any respect, suspend, or terminate this Authorization with immediate effect at any time and from time to time with or without cause upon written or unwritten notice to the Not-For-Profit Organization's application requesting this Authorization shall be effective notice to the Not-For-Profit Organization for all purposes.
16. Due to conflict of interest, no current or former employee of ASM, or family member of a current ASM employee shall work with, be involved in, or be associated with the Not-For-Profit Organization in any capacity. Further, no individual can be on more than one roster, but if they are needed by another group the group leader can email the F&B Assistant Manager and NPO Coordinator to get them added for that event only. No individual can work as part of a Third-Party Vendor. In addition, no member of a Not-For-Profit Organization whose Authorization has been terminated can work for another Not-For-Profit Organization. ASM reserves the right to refuse entry and the right to work to any member of the Not-For-Profit Organizations volunteer working group.

By countersigning in the space provided below for that purpose both parties hereby agree to the terms contained herein.

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**ASM Food and Beverage, LLC.**

\_\_\_\_\_  
(Not-For-Profit Organization's Legal Name)

Tax #: \_\_\_\_\_

Signed By: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Signed by: Kaarthik Iyer

Title: Director of Food & Beverage

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Initial \_\_\_\_\_





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## NOT-FOR-PROFIT ORGANIZATION REGISTRATION FOR OPERATION OF CONCESSION IN ASM MANAGED FACILITY

Not-For-Profit Organization's Legal Name (Applicant): \_\_\_\_\_

\_\_\_\_\_

Known As (dba): \_\_\_\_\_

Federal Tax Identification Number (TIN): \_\_\_\_\_

*CERTIFICATION: UNDER PENALTIES OF PERJURY, I CERTIFY THAT:*

1. *The number shown on this form is my correct taxpayer identification number.*
2. *(For exempt payees) I am not subject to backup withholding because:*
  - a. *I am exempt from backup withholding, or*
  - b. *I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest or dividends, or*
  - c. *The IRS has notified me that I am no longer subject to backup withholding.*

\_\_\_\_\_  
Signature of Applicant's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Applicant's Authorized Representative

\_\_\_\_\_  
Title of Applicant's Authorized Representative

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## NOT-FOR-PROFIT ORGANIZATION REGISTRATION FOR OPERATION OF CONCESSION IN ASM MANAGED FACILITY

Check all that apply:

New Not-For-Profit Organization  
University

Small

School /

Address Change

Minority

Federal Tax # Change

Not-For-Profit Organization's Legal Name: \_\_\_\_\_  
\_\_\_\_\_

Payment Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
\_\_\_\_\_

Primary Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the application has falsified any part of this form.

\_\_\_\_\_  
Signature of Applicant's Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Applicant's Authorized Representative

\_\_\_\_\_  
Title of Applicant's Authorized Representative

\_\_\_\_\_  
Signature of Applicant's Primary Contact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Applicant's Primary Contact

\_\_\_\_\_  
Title of Applicant's Primary Contact

Initial \_\_\_\_\_



## STOP PAYMENT FEE

If you have a lost, misplaced, destroyed, or stolen check and it must be replaced, the first occurrence will be replaced at no charge to the group for the stop payment fee.

If it occurs again, the stop payment charge of \$25.00 will be taken out of the replacement check. By signing below, you are authorizing ASM to withhold a stop payment charge of \$25.00 for any future checks reissued at the request of the group.

Joe Jondahl,

Finance Director

\_\_\_\_\_  
Signature of Applicant's Primary Contact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Applicant's Primary Contact

\_\_\_\_\_  
Title of Applicant's Primary Contact

.....  
For Department Use Only

Date of 1<sup>st</sup> Occurrence: \_\_\_\_\_

All subsequent occurrences will be charged the \$25.00 fee.



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## PAYMENT PICK-UP AUTHORIZATION

Checks are to be picked up from a Food & Beverage Manager during designated pick-up times, and may ONLY be picked up by those listed below, regardless of their position in the Not-For-Profit Organization or their relationship to the Not-For-Profit Organization or its members. There is a minimum of one (1), and a maximum of three (3) people per Not-For-Profit Organization, per year, who may be authorized to pick up checks. Names may be added or removed by the Not-For-Profit Organization's Primary Contact in person only, but must not exceed the limit of three (3) people per Not-For-Profit Organization, per year, or fall below the minimum of one (1) person per Not-For-Profit Organization, per year.

Any checks not picked up by the end of the month will be mailed to the address listed on the Not-For-Profit Organization's W-9, and are subject to the \$25.00 Stop Payment Fee should it need to be replaced due to the check being lost, misplaced, destroyed, or stolen.

	Name	Date Added	Initial
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

\_\_\_\_\_  
Signature of Applicant's Primary Contact

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Applicant's Primary Contact

\_\_\_\_\_  
Title of Applicant's Primary Contact

Initial \_\_\_\_\_



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## Employee Roster

Please fill out the roster below for all current employees. Please notify us of any employee roster changes as they happen. Please email serv safe, and able licenses to [kdavis@asm-okc.com](mailto:kdavis@asm-okc.com) for each employee. These must be on file and current to work.

Name	Cash Room Access	New Member/Shirt Size

*If additional pages are needed, please photocopy, and attach.*



## Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1	Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2	Business name/disregarded entity name, if different from above	
3	Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5	Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6	City, state, and ZIP code	
7	List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
<b>or</b>									
<b>Employer identification number</b>									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here**

Signature of U.S. person ▶

Date ▶

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*