



Thank you for your interest in BOK Center and Cox Business Center for your fundraising opportunities. We are excited that you have considered us to help you reach your financial goals for your non-profit group!

We would like to remind you of important criteria that you will need to have before you can begin.

1. Your group must be a legal entity with a registered nine (9) digit Federal Tax Identification number
2. Your group must be 501c Certified
3. All group members are required to have a Tulsa County Food Handler's permit card. If they do not have one, Tulsa County provides free classes for non-profit groups
4. Due to our stands selling beer, all members have to be over the age of 18 in order to serve beer

Here are some answers to frequently asked questions we receive about working at BOK Center & Cox Business Center:

1. You are paid \$50 per person, per event, OR 10% gross sales from your stand per event, whichever is higher
2. Each stand requires 2-12 people per stand depending on the event
3. Payment is sent out the 15<sup>th</sup> of each month for the previous months work

If you are interested in this wonderful opportunity to raise money for your organization, we would love to speak with you further and answer any questions you have. **Please fill out the below application in its entirety.**

We look forward to working with you!

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**SMG FOOD AND BEVERAGE LLC**

**NON PROFIT/SERVICE GROUP AGREEMENT**

This agreement dated \_\_\_\_\_, 2018 is entered into by SMG FOOD AND BEVERAGE LLC (SMG) and the following:

Name of Group: \_\_\_\_\_

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

City, State, Zip Code: \_\_\_\_\_

Charitable Group IRS ID Number: \_\_\_\_\_

*\*\*\* (Note: Contract is not valid without this information) \*\*\*.*

Group contact name /phone #: \_\_\_\_\_

**Terms of "Non Profit/Service Group" Agreement:**

SMG FOOD AND BEVERAGE LLC has food and beverage rights at the BOK Center and Cox Business Center events being held in 2017-2018 in the city of Tulsa, and desires to use local, nonprofit, service groups to staff its concession areas. SMG's goal is to staff these points of sales with an adequate number of properly trained people while helping your community organization.

1. For payment as described in the Terms of this Agreement, the above named "Service Group" and all of its members will fully comply with all of the conditions outlined below. Failure to comply with these terms will result in penalty assessments against commissions due, suspension and/or termination of this agreement.
2. Each concession stand operated by the group will be operated solely by properly trained members of the group. Group must supply specified number of responsible and productive members for the duration of all events specified.
3. Group leaders are responsible for both learning all required policies and procedures and also for communicating and enforcing the same with the members of their group.
4. Group must supply Non Profit State Tax Identification number. This contract is not valid without this information. If the number changes for any reason, it is the group's responsibility to keep SMG informed.
5. SMG will determine the adequate staff size both collectively and for each individual stand assigned to the group at all events. The group will supply the specified number of members for each scheduled event. The number of member will be told to then when they receive their call time for the event.

6. Under no circumstances will an individual under eighteen (18) years old be permitted to work in any capacity hereunder, or accompany any other member. Failure to strictly comply with this policy will result in revocation of the group's rights hereunder and/or suspension/termination of services at future events.
7. All group members handling alcoholic beverages must be a minimum of eighteen (18) years of age and have participated in SMG's *Alcohol Awareness Training Program*. Failure to strictly comply with this policy will result in revocation of the group's rights to serve alcoholic beverages.
8. If the group fails to show up for one day they will be suspended from future events. If the group shows up without the required number of members their commission will be reduced by \$25 or \$30 depending on the event for every missing member.
9. SMG reserves the right, at its sole discretion, to adjust commission payments due to the group to cover any incremental costs or lost revenues that it incurs as a result of the group's nonperformance.
10. The group is an independent contractor. Neither the group nor its individual members are considered SMG employees.
11. The group will indemnify and hold harmless SMG and its owners, officers, employees, and agents from any and all liabilities (i.e. bodily injury), damages (i.e. property), expenses (including reasonable attorney fees, court costs, and other costs) or actions of any kind or nature, arising, growing out of, or otherwise connected with the any activity under this Agreement, including, without limitation, violation of paragraphs 6 and 7.
12. It is the group's responsibility to ensure that each group member who will work under this agreement signs a waiver before beginning work outlined above, releasing SMG and affiliates of such responsibilities. It is the specific responsibility of each group to ensure that no member works in its area who has not signed this waiver.
13. The Group is responsible for its own insurance requirements in all areas. Any and all insurance coverage and payroll costs and related benefits for group members are the sole responsibility of the group.
14. Each group member is responsible for obtaining a Tulsa County Food Handler's Permit. If a group members shows up to work an event and does not have a permit that group member will not be allowed to work that event or any future event without first obtaining the Food Handler's Permit.
15. The group will abide by all rules, regulations, policies and procedures of SMG. The group shall comply with all applicable local, state and federal rules, regulations, ordinances, laws, etc., at all times.

16. All group members must behave in a professional manner at all times while on the premises. No alcoholic beverages, drugs, obscene or vulgar language or disruptive behavior will be permitted anywhere on the premises.
17. SMG reserves the right to ban any group or group member from the facility at its sole discretion.
18. Designated location, required staffing, and report time for each group will be specified by SMG on the "Service Group Schedule".
18. The group will keep each assigned location open and fully staffed until the very end of the event unless otherwise directed by SMG management.
19. **ALL** group members must comply with uniform standard as specified by SMG. This will include a white collared polo style shirt. Only approved pins/buttons can be attached. Black pants must be worn. **No jeans**, stretch or stirrup pants may be worn. Clean, sensible, dark in nature rubber soled shoes must be worn. No open toe shoes, high heels or sandals. Excessive jewelry or makeup is not allowed. Hair restraints are required. Hair must be pulled back and tied. The uniform appearance of group members is important and must comply with SMG standards. Group members not in compliance will not be permitted to work.
20. All food handlers must wear gloves for sanitation purposes. No tobacco smoking or chewing, gum chewing, or eating in service areas by group members is allowed.
21. Group must keep area in 15 foot radius of its assigned location clean at all times during the event. The near constant cleaning of the condiment table is particularly important. All boxes will be broken down and trash will be removed to the designated location.
22. SMG will allow each service group to have one sign or banner in its work area, subject to the approval of SMG management. **NO HAND WRITTEN SIGNS ARE PERMITTED.**
23. SMG will supply all products, equipment and other supplies as required. Group is specifically forbidden from bringing any product, equipment or supplies either onto or off the premises.
24. Group must take particular care not to damage or abuse the equipment, facility or space provided in any way. If group is uncertain how to properly operate any piece of equipment they must ask SMG management for instruction prior to operating that piece of equipment.
25. Costs to repair/ replace damage beyond normal wear and tear directly attributable to the group may be charged to that group.
26. SMG management must verify all *opening* inventory, *deliveries* during event, and *closing* inventory with the designated group leader for each individual sales outlet. All chargeable inventories must be properly recorded on the stand inventory report -- with absolutely no exceptions permitted. SMG manager and the group leader must both sign stand inventory report signifying both verification and accuracy of all items counted.

27. No product may be added to or removed from any location without being recorded on the respective stand inventory report. SMG manager and the group leader must both sign all product *transfers* signifying both verification and accuracy of all items counted.
28. All discarded product (i.e., dropped on floor, crushed, burnt, cooked surplus at end of event, etc.) must be saved during the event. Waste should be kept to an absolute minimum. At the conclusion of the event, SMG management representative will verify all such waste and record it on the inventory sheet. Inventory credit will not be allowed unless physically checked by SMG management and group leader. SMG manager and the group leader must both sign all paperwork signifying both verification and accuracy of all items counted.
29. SMG reserves the right to conduct random "spot audits" of group's inventory at any time.
30. No product is to be given away for any reason. Correct prices must be charged for all items. All items will be sold in the specified controllable container. The specified chargeable inventory control item must accompany each item sold. Once a chargeable item is sold it cannot be refilled. Sold, used items or previously credited items may not be included in inventory for any reason.
31. Only approved products may be consumed by group members. Those items must be detailed on the Credit Sheet. Non-logo, courtesy cups may be supplied for complimentary beverages for working group members only.
32. Only SMG management has the authority to change any items, portions, control technique or prices charged for any item. Nothing in this Agreement confers any exclusive rights to the group for either product(s) or location(s).
33. Group's designee must sign out all cash banks from the SMG vault. Group designee must verify the cash bank prior to leaving office area. No adjustments will be allowed once cash bank has left the SMG office.
34. At the end of the event all money must be organized, consolidated and returned to SMG designated office. The *Cash Slip* for each location must be signed by the group leader and SMG representative.
35. In all cases for both chargeable inventory and cash receipts both SMG and group representative must verify and sign for accuracy of all counts. In the event of any discrepancy, however, all SMG counts are final and binding for the purposes of this agreement.
36. The group is responsible at all times for all inventory and cash assigned to it including all shortages. All inventory and cash shortages will be deducted dollar for dollar from the group's potential commissions.
37. For events SMG agrees to pay the group ten percent (10%) commission (after all applicable taxes have been deducted or SMG agrees to pay the group \$50 per person (after all applicable taxes have been deducted) for all beer and beverage at the designated beer portables concession locations, whichever is greater. For Tulsa Oilers games SMG agrees to pay the group

ten percent (10%) commission (after all applicable taxes have been deducted or SMG agrees to pay the group \$60 per person (after all applicable taxes have been deducted) for all beer and beverage at the designated beer portables concession locations, whichever is greater. No commission will be paid on any cash overages. Payment will be made by check, in the group name, on the 15<sup>th</sup> of each month for the previous months work.

- 39. SMG is responsible for paying all applicable sales taxes.
- 40. The group agrees not to disclose any information not known to the public regarding SMG and any other confidential information it receives during the term of this Agreement.
- 41. It is the group's responsibility to keep its members informed with regards to the specific terms and conditions of this agreement.
- 42. Group shall have no authority to bind SMG to any contract, agreement or obligation, and shall take no action which may lead any person or entity to believe that group has the authority, apparent or otherwise, to bind SMG to any agreement or obligation. Parties to this agreement are not and shall not be considered partners, joint ventures or agents of each other and none of them have the power to bind or obligate each other than as specifically set forth herein.
- 43. This agreement cannot be assigned by either party.
- 44. This agreement shall be governed by the laws of the State of Oklahoma and represents the entire agreement between SMG and the group and supersedes all other 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 can be made without specific written approval of SMG.

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

\_\_\_\_\_ SMG FOOD AND BEVERAGE SAVOR  
[Service Group Legal Name]

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

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

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

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

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

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

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

As listed in the Service Group Agreement:

