



**2009**  
**NON-PROFIT GROUP AGREEMENT TO PROVIDE**  
**CONCESSIONS OPERATION**

**UNIT NAME:** California Sportservice, Inc.  
(Hereinafter referred to as "Sportservice")  
**UNIT MANAGER:** Sue Fullington  
**UNIT LOCATION:** 100 Park Blvd. San Diego, CA 92101

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

**Group Contact Person:** \_\_\_\_\_

Home: (\_\_\_\_) \_\_\_\_\_ Address: \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

**Alternate Group Contact Person:** \_\_\_\_\_

Home: (\_\_\_\_) \_\_\_\_\_ Address: \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

**Second Alternate Group Contact Person:** \_\_\_\_\_

Home: (\_\_\_\_) \_\_\_\_\_ Address: \_\_\_\_\_

Work: (\_\_\_\_) \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Group's Tax Exempt I.D. Number: \_\_\_\_\_ (9-digit #, no letters or SS #s)



## 1) **Term**

Group is contracted to provide services at Major League Baseball games and other events as scheduled within Petco Park in San Diego, California (the "Ballpark") for the 2009 Event Season commencing February 1, 2009. **However Sportservice shall have the right to terminate this agreement at any time following written notice of its desire to terminate.** The group must provide in writing its intention to terminate this contract ten (10) days prior of the desired date.

## 2) **Report Time**

Group Leaders – 2 hours before scheduled gates opening.

Group Workers – 1½ hours before scheduled gates opening.

All group members must be present by report times shown in example 1. The group will be charged \$25.00 for each member who reports late. Group members reporting to the Ballpark after the check in table closes may be sent home and will not be included in the member count.

Access to premises is permitted only to Group members are specifically working in the Group's assigned locations. Group members may only gain access by properly checking in and using the designated employee entrance. Unauthorized free admission for ticketed events will be deemed "theft of services".

Non-profit groups must give a minimum of 24-hours notice if Group must cancel an event. If the group cancels an event with less than 24-hours notice, a penalty of \$250.00 will be assessed.

## 3) **Tax Exempt Status**

THE GROUP REPRESENTS THAT IT IS A TAX EXEMPT, CHARITABLE OR NOT-FOR-PROFIT ENTITY AS DEFINED UNDER SECTION 501 OF THE INTERNAL REVENUE CODE AND THAT THE MEMBERS WHO WILL BE PERFORMING SERVICES FOR THE GROUP HEREUNDER ARE VOLUNTEERING THEIR TIME WITHOUT COMPENSATION OR INDIVIDUAL BENEFIT. GROUP SHALL PROVIDE SPORTSERVICE WITH PROOF OF ITS CURRENT TAX-EMEMPT, CHARITABLE OR NOT-FOR-PROFIT STATUS.

## 4) **Number of Volunteer Workers**

The concession stands at the Ballpark require groups of eight, ten or twelve workers, depending on the size of the stand. The group must commit to one of these options.



- a) The Group commits to work a minimum of ten (10) events at the Ballpark. The Group should be prepared with extra members to work in case of last minute cancellations. **Sportservice has the final decision on stand/event assignments and reserves the right to make changes at any time.** Failure to provide a minimum number of workers is a violation of this agreement, and will result in *reduction of donation* as per Section 5d below.
- b) If less than 75% of the promised number of workers reports, Sportservice reserves the right to deny the Group the privilege of working the Event.
- c) All Group leaders will provide a list of group member's names and shirt sizes **24 hours** in advance. An event sheet template will be provided by Sportservice shown as example 2. This sheet will contain each member's printed name and shirt size for the daily event. If for any reason the event sheet is not submitted, the Group will forfeit \$100.00 of its earned commission.

## 5) Compensation

- a) For services rendered by the Group and its members, Sportservice will make a donation to the Group.
- b) Donation amounts will be the greater of 10% of net sales for events 1-15; 11% for events 16-30; and 12% for all additional events or a minimum of \$54.00 per worker per event less any shortages or other charges.

"Net Sales" are sales generated by the Group at each stand operated by the Group at the facility, less any applicable sales taxes. Example:  $\$12,000.00 / 1.0775 \times 10\% = \$1,113.69$  (Gross Sales divided by sales tax, multiplied by percentage, equals donation amount.)

- c) Variances are the sole responsibility of the Group. **All** cash and/or inventory shortages will be **deducted** from the donation payable to the Group.
- d) If the Group provides less than the minimum number of workers required for the stand, the Group is subjected to a \$50.00 charge for each member not present. For example, if the Group is required to bring 12 trained Group members and only 10 trained Group members show up, the charge would be \$100.00. Subsequent offenses could lead to suspension or termination of the Group contract.
- e) In the event that the Group does not have the minimum staffing needed, Sportservice may supplement stands with other staff.



- f) **In accordance with the laws of the State of California, the Group members shall not make any efforts to solicit beer sales in order to increase the amount of donation payable to the Group.**
- g) Credit will be allowed only on spoiled merchandise approved by Sportservice management. Excessive spoilage shall be charged accordingly, and the cost of the excessive spoilage will be deducted from the donation payable to the Group.
- h) Sportservice may/may not, at their discretion, put a supervisor in the stand. The Group does not bear the cost of this employee.
- i) Sportservice will mail the donation check(s) to the Group thirty (30) days after the conclusion of each home stand. The Group has seven (7) days after the receipt of its donation check(s) to bring any discrepancies in the donation to the attention of Sportservice.
- j) All checks will be made payable to the Group name, **not an individual**. The checks will be mailed to a specific address specified by Group. The group will also receive a payment summary.
- k) Any Group that is terminated for cause forfeits any donations that have been accumulated to that point but have not yet been paid.
- l) In accordance with the agreement by and among UNITEHERE! LOCAL 30, Sportservice and the San Diego Padres, each Group member signed in will be charged a \$4.00 participant fee. This fee will be deducted from the donation and will be paid to UNITEHERE! LOCAL 30. Example: \$54.00 per person minus \$4.00 union dues = \$50.00 per person.

## 6) **Controllables**

All food and beverage products to be sold by the Group and all paper products used in their sale shall be provided by Sportservice at no cost to the Group. However, the Group may sell only products supplied by Sportservice. The Group is specifically prohibited from bringing into its stand any food and beverage products or any paper or plastic products or cups of any kind or nature.

**Rehashing (refilling or reusing of cups or any paper or plastic products) shall be cause for immediate termination of the Group's services.** Only Sportservice has the authority to change any item, portions, control technique or price charged for an item. Nothing contained in this Agreement confers any exclusive rights to the Group for either products or location(s).

## 7) General Work Rules:

The Group will ensure that:

- a) The Group members who satisfy the applicable minimum age requirements must perform each of the duties listed below. The minimum age requirements are in conjunction with laws of the State of California concerning the dispensing, selling, and/or handling of alcoholic beverages. Any Group member working as a bartender (including sales of wine or mixed alcoholic beverages), pouring beer from a spigot into a cup at a concession stand, handling alcoholic beverages in any way must be at least 21 years old, and anyone selling beer or other alcoholic beverages to customers and/or working as a server and delivering alcoholic beverages to customers must be at least 18 years old.

Group members must be 18 years of age or older to work. No group members under the age of 18 will be allowed to work.

**Any deviation from the foregoing will result in immediate termination of the entire Group, forfeiture of all donations otherwise payable hereunder and possible criminal penalties that might be assessed by the State of California, county and/or city enforcement or police departments. Should any illegal activities occur Sportservice reserves the right to prosecute to the fullest extent of the law.**

**Under no circumstances will anyone below the age of 18 be permitted to work in a concession stand in any capacity.**

- b) All Group members must bring proof of age to each event. Only valid state driver's licenses, identification cards issued by the state to non-drivers, or Military I.D. shall be accepted as proof of age. If a Group member fails to bring such identification he or she may not be permitted to work and that Group will not receive credit for him or her in computing payments.
- c) All Group members will abide by the Sportservice work rules and 2009 alcohol policies. Refer to example 3.
- d) **NO GROUP MEMBER IS PERMITTED TO CONSUME ANY ALCOHOLIC BEVERAGES BEFORE, DURING OR AFTER ANY EVENT WORKED AT THE BALLPARK.**
- e) All Group members will comply with all laws and regulations relating to the handling and service of food and alcoholic beverages, including but not limited to the following:



- At the time of sale of alcohol, all Group members shall:
- i) Ask the customer for either a valid state driver's license or an identification card issued by the California Department of Motor Vehicles to non-drivers or another state's equivalent thereof to non-drivers. Valid military IDs and unexpired passports are also accepted (expired driver's license, college ID's, and other forms of ID are not be accepted);
  - ii) Inspect the driver's license or identification card presented by the customer; and
  - iii) Compare the description on the driver's license or identification card with the appearance of the customer for physical features such as height, weight, and hair and eye color.
    - (1) **In the event of any violation of any of the foregoing subsections, the Group will be terminated immediately and will forfeit all donations otherwise payable hereunder. The Group shall reimburse Sportservice for any fines, penalties or costs assessed to Sportservice for any such violation.**
    - (2) The Group may not display any advertisement or paraphernalia that advertises its organization unless approved by Sportservice management.
- f) Engaging in the following will be cause for immediate dismissal of individual fundraiser, and a warning issued to the Group with possible termination of agreement.
- i) The group member may not solicit tips/donations from the guests at the Ballpark. Solicitation of tips includes, but is not limited to the use of tip jars or cups, leaving money on the counter or celebrating the accepting of a tip.
  - ii) Refilling any cup or food service container, called rehashing.
  - iii) Failure to check identification of all individuals under the age of 30.
  - iv) Consumption of alcohol while on ballpark property in uniform or during "work time."



## 8) Training

- a) Sportservice will require all Non-Profit Organizations to complete a one-time training session provided by Sportservice to operate our concession stand. Each member of the Organization must be trained prior to working/operating the concession stand. **All returning volunteers must attend an annual Alcohol Re-Certification class, which lasts about 45 minutes.**

**\*\*IN NO EVENT SHALL ANYONE BE PERMITTED TO WORK IN A STAND WITHOUT THE APPROPRIATE TRAINING.\*\***

- 9) All Group members shall follow specific operational directives given by the Sportservice unit managers and all Sportservice designated supervisors.
- 10) The Group shall take reasonable care in the use of the premises, equipment, products, and any other items furnished by Sportservice. Failure to do so will result in a charge to the Group. Group members may not:
- Disassemble or attempt to repair any equipment
  - Change CO<sub>2</sub> tanks
  - Move beer kegs

Sportservice will provide personnel for the above activities. The Group agrees to carefully monitor its operations and activities and use its best efforts to prevent negligence, by action or omission, by any of its members in the conduct of the Group's operations hereunder.

## 11) Uniform Policy

The Group will ensure that all Groups members wear a standardized uniform that will be provided by Sportservice. It is the Group leader's responsibility to ensure that all members wear such uniform. The uniform must be returned to Sportservice at the end of each event. Failure to do so will result in a charge to the Group of \$35.00 per uniform. All Group members are asked to wear a white shirt under the uniform. Long sleeved white or black shirts may be worn under the uniform shirt in the event of cool weather. **No logo/hooded t-shirts, sweatshirts, blue jeans, athletic wear, shorts, or tanks allowed. Open toes shoes are not permitted.** Sportservice strongly recommends the use of slip resistant shoes.

Any Group member reporting for duty out of proper uniform will not be allowed to perform concession activities and will not be considered in the count of the minimum number of workers supplied by the Group until they are in proper uniform.



Sportservice will make ID cards for each Group member. The ID is a required part of the uniform and must be worn at all times. ID cards will be issued at check in and turned in with the uniforms at the conclusion of the event. A fee of \$10.00 will be charged for all lost ID cards.

## 12) Cleaning

At the end of each event day, Groups are required to clean all equipment used, such as grills, sinks, reach-in coolers, all utensils and trays, etc. Floors must be swept and mopped. All grease recovered from grease traps must be placed in designated grease buckets. Grease must not be disposed of in sink drains or floor drains. Failure to properly clean the concession stand, as determined by the concession supervisors, will result in a \$150.00 cleaning fee, which will be deducted from the donation.

## 13) Food Consumption

The Group may permit each of its Group members to consume an event-day meal and soft drink during an event. Sportservice will determine what meals are available for consumption by Group members. This meal must be signed for on the Gratis Sheet. Soft drinks may be consumed from courtesy cups, provided at each stand. **No credit will be given to groups for consumption of non-approved products and unapproved credits will be deducted from commissions.** All meals must be consumed at the stand/portable: NO GROUP MEMBER MAY TAKE FOOD HOME AFTER AN EVENT. Group members' families or Group members not working are not to be fed for free. Any food given to families or friends will be considered theft, and subject penalties, accordingly.

## 14) Sign In

All Group members will be required to sign in at the beginning of each scheduled shift. Group members will report to the Sportservice designated check in area when they enter the facility.

Sportservice will make ID cards for each Group member. The ID is a required part of the uniform and must be worn at all times. ID cards will be issued at check in and turned in with the uniforms at the conclusion of the event. A fee of \$10.00 will be charged for all lost ID cards.

## 15) Relationship of the Parties

- a) The Group acknowledges that the Group and all Group members are considered agents of Sportservice by virtue of this Agreement and shall not be considered employees of Sportservice.



- b) However, Group members will not receive compensation from Sportservice for their donation of services to the Group. In addition, Sportservice shall not be required to pay any wages or extend any benefits to the Group members. Sportservice shall be responsible for directing the conduct of Group members as their conduct relates to the Alcoholic Beverage Control Act of the State of California and the rules and regulations of the California Division of Alcoholic Beverage Control.
- c) Sportservice reserves the right to terminate or suspend any Group member who (in sole judgment of Sportservice) does not represent the best interests of Sportservice and its clients with respect to the successful, responsible and satisfactory operation of concession activities at the Ballpark.

## 16) **Non-Discrimination**

Sportservice is an equal opportunity company and does not discriminate and will not permit discrimination against any groups or individuals on the basis of race, color, religion, creed, age, sex, disability, national origin or ancestry or any other classification protected by law. Sportservice reserves the right to terminate this agreement in the event that the Group in any way violates this equal opportunity policy, as applied to operation of the facilities and/or service of customers.

## 17) **Indemnification**

The Group hereby agrees to indemnify and hold Sportservice and Padres, L.P. and San Diego Ballpark Funding, LLC (“Sportservice’s Landlord”) harmless from and against:

- a) any claim made by any Group member arising from or relating in any way to the provision by this member of any services contemplated by this Agreement;
- b) any claim or demand made by any governmental agency with respect to amounts which it is alleged should have been (i) paid to any Group member in respect of services provided pursuant to this Agreement; (ii) withheld and remitted from any amount paid by Sportservice hereunder; or (iii) remitted with respect to any plan or fund relating to the compensation of injured workers;
- c) all suits and claims that may be based on any injury or alleged injury to any person (including death) or to the property of any person not a party hereto, that may arise, or that may be alleged to have arisen out of its negligence or intentional action or that of its volunteer members (including, but not limited to any injury or alleged injury or death of any of such volunteer members volunteering to work for the Group); and



In any such event, the Group shall, at its own cost and expense, pay all reasonable charges of attorneys and all costs and other expenses arising therefrom or incurred by Sportservice or Sportservice's Landlord in connection therewith. The foregoing indemnity shall not apply with respect to any injuries which may be alleged to have arisen out of the Group's negligence or intentional action (or that of any volunteer thereof) if and to the extent the same shall be ultimately determined to have arisen out of the negligence or intentional action of Sportservice or Sportservice's Landlord.

**18) Insurance**

The Group represents and warrants to Sportservice that it has adequate Commercial General Liability Insurance coverage (which includes Contractual and Personal Injury coverage for its volunteers working for it at the ballpark) and that such coverages will be maintained throughout the term of this Agreement.



**Acceptance of Terms:**

I hereby acknowledge that I have read the foregoing agreement, that I understand the complete terms of this Agreement and that my signature constitutes the Group's agreement to be bound by the terms of this Agreement, and that I have authority to so sign on behalf of the Group and to so bind the Group to the Agreement.

**Group Name:** \_\_\_\_\_

Accepted and agreed to by:

Group Coordinator: \_\_\_\_\_

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

**California Sportservice, Inc.**

Accepted and agreed to by:

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

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

Designate Group address where donation checks are to be sent: (Checks will be made out to the Group name listed below and not to an individual's name.)

Check payable to: \_\_\_\_\_

Attention: \_\_\_\_\_

Street/Address/City/State/Zip

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



**Example 1**  
**Non Profit Group Event Report Times**

Day of Week	Game Time	Gates Open	Leader Report Time	Worker Report Time	Check-In Closes
Monday	7:05pm	5:30pm	3:00pm	4:00pm	5:00pm
Tuesday	7:05pm	5:30pm	3:00pm	4:00pm	5:00pm
Wednesday	6:05pm	4:30pm	2:00pm	3:00pm	4:00pm
Wednesday	7:05pm	5:30pm	3:00pm	4:00pm	5:00pm
Thursday	12:35pm	11:00am	9:00am	9:30am	10:30am
Thursday	7:05pm	5:30pm	3:00pm	4:00pm	5:00pm
Friday	7:05pm	5:00pm	3:00pm	4:00pm	4:30pm
Saturday	7:05pm	5:00pm	3:00pm	4:00pm	4:30pm
Sunday	12:05pm	10:00am	8:30am	9:00am	9:30am
Sunday	1:05pm	11:00am	9:30am	10:00am	10:30am



## Example 3 Work Rules and Regulations

### IDENTIFICATION

While on the job, company identification badges must be prominently displayed by all group members on the side of the chest of the outer garments as designated by management. Identification badges are not to be altered or defaced.

Only badges or buttons designated by management are to be worn on the uniforms.

Group member badges, passes, parking lot stickers and Company keys may not be loaned to anyone and must be returned daily.

### PERSONAL APPEARANCE/HYGIENE

Group members should report to work with a clean face and hands and hair neatly trimmed and combed. (Hair should be above the collar. If it is longer, it needs to be pinned up and placed inside the cap or in a hair net.)

Beards should be well kept and neatly trimmed. Mustaches also need to be kept neat and trimmed to the top of the upper lip.

Clean and neatly trimmed nails are necessary. Nail polish may be used depending on local health department regulations. Makeup should be lightly applied and be professional in manner. Jewelry is permitted, but should not be excessive. All group members are expected to practice good personal hygiene. Wash hands frequently, especially after; using the restroom, eating or smoking, handling soiled items, contact with cleaning supplies, or contact with mouth.

### UNIFORMS

Group members must wear uniforms designated by management. The uniform consists of khaki color, Dockers style pants, black shoes, a shirt and cap. The shirt and cap are provided by Sportservice, the pants and shoes will be the group member's responsibility. Uniforms are to be kept clean and neatly pressed. If they are not, a group member will not be allowed to work. Group members sign for uniforms upon issuance and are responsible for such uniforms and for loss or misuse thereof. Group members will be expected to pay for lost uniforms or damaged uniforms beyond normal wear and tear. A group member will be required to pay for the replacement cost of the uniform if it is not returned. Socks/pantyhose and shoes must be worn at all times. Shoes must be black, closed toed, and comfortable. Open toed shoes, sandals, or slippers are not permissible. Group members should be in full uniform at all times during working hours. If the group member does not wear the complete uniform, he or she will not be allowed to work. (At no time will street clothes be worn on the job.)

### CASH HANDLING

Group members are responsible for all money and merchandise entrusted to their care and for money to which they have access. Failure to safeguard this money or merchandise will result in disciplinary action up to and including termination of group contract. Shortages/overages will be investigated by management. If cash handling policies and procedures are violated, the group member will be subject to disciplinary action. All banks must be verified by the group members and signed out in the Cash Room, and taken directly to the work station. Where applicable, merchandise must be counted and reconciled to the cash sheet before opening. Variances must be reported to management IMMEDIATELY. When accepting a customer's money, call out the denomination of the money received and count back the customer's change. Failure to do so will result in disciplinary action. At the close of the shift, count the cash in areas designated by management and lists it on a cash turn-in form. All bills should be faced up, in the same direction and grouped according to denomination. Cash should then be taken directly to the cash room.

### ALCOHOL & DRUG ABUSE



It is important that group members report to work sober and free from the influence of illegal drugs, and they must remain in that condition while on the job in order to protect themselves, customers, other group members, and company property. No alcoholic beverages or drugs of any kind may be consumed during working hours or immediately prior thereto. The only exceptions to this rule are drugs taken under a doctor's prescription and non-prescription drugs such as aspirin, which are non-narcotic and non-hallucinogenic. Failure to comply with this rule will result in termination of group contract. A group member should inform management of any prescription drugs he or she is taking, to the extent that the use of such medications may affect the group member's ability to perform his/her job. Management reserves the right to require group members to submit to a drug or alcohol test in situations where the group member is involved in an accident and where there is reasonable cause to believe that a group member may be at work under the influence of illegal drugs or alcohol.

## DANGEROUS WEAPONS

Possession or use of fire arms, concealed knives, explosives, or any other weapons, lethal or non-lethal, while on Company premises, or during work hours, will result in disciplinary action, up to and including termination of group contract.

## DISHONESTY

The company places trust in its group members and expects its group members to be honest. Dishonesty violates this trust and will result in disciplinary action. Making or publishing false or malicious statements concerning any group member, supervisor, customer, client, the public, the Company or its operations or products is prohibited and will result in termination of group contract. Misuse, alteration, concealment, falsification, or willful omission, from any company record or report is prohibited and will result in termination of group contract.

## FIGHTING/GAMBLING/GRAFFITI

- ✓ Acts of physical violence, fighting, or endangering the health and/or safety of others is strictly prohibited. A group member, who threatens, intimidates, coerces, or interferes with the lawful activities of fellow co-workers, supervisors, customers, clients, or members of the public while on company premises will result in termination of group contract.
- ✓ Engaging in gambling, a lottery, games of chance, card playing, or betting on company property during working hours is prohibited. Gambling materials of any kind are not allowed on the premises. Any group member violating this policy will be terminated.
- ✓ Group members are expected to respect and use the utmost care with the possessions and property of others. Willful neglect, damage, destruction, defacing, misuse, or sabotage of client, Company, or group member property or records is prohibited, and will result in disciplinary action, up to and including termination of group contract.

## HEADPHONES/RADIOS/TVS/CELLPHONES

Use of tape players, head phones, radios, televisions, telephones, beepers or any other personal communications equipment is not permitted at any time unless used in conjunction with one's job and otherwise authorized by management. Playing of radios during working hours is also prohibited unless management approval is obtained. Group members are discouraged from bringing such personal communications items to work with them, even if only for use during personal time. The company is not responsible for safe-guarding an group member's personal items. NO CELL PHONES ALLOWED. If you must bring one in cell phone must be turned off or placed on silence.

## HORSEPLAY/ROUGH-HOUSING

Distracting the attention of others by unnecessary demonstrations of any kind while on company property is prohibited. Mischief, wrestling, pushing, throwing items, rough-housing, or any other kind of horseplay is dangerous and will be subject to disciplinary action up to and including termination of group contract.

## INSUBORDINATION



Arguing with a supervisor or a group member or employee, or refusing to obey a direct order of a supervisor, will result in termination of group contract.

## LOITERING

Group members are to report to work at their scheduled start time. Coming in to work unnecessarily early or remaining after a scheduled shift to socialize is not allowed. Group members should report to their assigned area immediately upon receiving an assignment and are to leave the premises promptly when the duties for the day are completed. Wasting time or loitering in bathrooms or break areas after completion of authorized break times is prohibited. Friends and relatives of group members, as well as group members, who are on break, should be discouraged from loitering around work areas.

## PACKAGES

Group members are not permitted to bring personal belongings, cartons, packages, bags, boxes, attached cases, etc. to work or to remove cartons or packages from the premises. If group members bring packages containing wearing apparel or shoes, these are to be checked in the office or designated area. The company reserve the right at any time to inspect any and all packages (e.g. personal belongings) brought into or out of the building.

## PROFANITY

Use of rude, obscene, profane, or abusive language toward co-workers, supervisors, customers, clients, or the public is not acceptable. Such behavior is offensive and reflects negatively on a group member and the Company. Any use of profanity or other such inappropriate conduct will result in termination of group contract.

## PROMOTIONAL ITEMS

Group members are not eligible to receive promotional items offered by the company or its respective clients.

## SMOKING

Smoking on company premises is not permitted. Smoking will be allowed only on break times and off duty hours.

## SOLICITATION OF TIPS

Group members are strictly prohibited from soliciting tips. If a customer voluntarily offers a tip, Group members may accept it. However, group members shall not display any tip cups. Sportservice reserves the right to confiscate tip cups displayed by the group.

## UNAUTHORIZED AREAS

Except as may be assigned by management, group members are prohibited from certain areas, including but not limited to the following:

Administrative Offices

Client Offices

Padres Playing Field

Only authorized group members are allowed in the office, money room, and kitchen or commissary areas. Non-scheduled or non-working group members should not be in the working areas of the facility during non-working hours for any reason, except with the authorization of management. On non-working days, unscheduled group members should not be in the work areas, except with the authorization of management.