

Door of Dreams, Inc.

Volunteer Application and Agreement

Account Name: _____ Account #: _____ Account Opened: ___/___/_____
(Above for Office Use Only) Account Closed: ___/___/_____

VOLUNTEER APPLICATION
PLEASE PRINT CLEARLY

Volunteer Name: _____
Mailing Address: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____
Email Address: _____
Birthday: ___/___/____ Age: ____ M/F: ____ Relationship to Child: _____
(mm/dd/yyyy)

Child 1 Name: _____ Age: ____
Child Activities volunteering for: _____
Child 2 Name: _____ Age: ____
Child Activities volunteering for: _____
Child 3 Name: _____ Age: ____
Child Activities volunteering for: _____

VOLUNTEER AGREEMENT

THIS VOLUNTEER AGREEMENT (the "Agreement"), dated this _____ day of _____, 20____, is entered into by and between _____ (the 'Volunteer') and Door of Dreams, Inc. ("NPO").

WHEREAS, NPO has the right to serve food and beverage in certain areas of the Amway Center and/or the Florida Citrus Bowl (collectively, the "Facility") on behalf of Orlando Foodservice Partners, A Florida general partnership (OFP") and it desires to use local volunteers to staff certain concession areas. NPO's goal is to staff these points of sales with properly trained, highly motivated, and professional people, while also maximizing the benefit to the Volunteers.

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

- I. Volunteer's Representations, Warranties, Covenants and Agrees as follows:
 - A. Legal Compliance. Volunteers shall at times while operating a Service Area at the Facility pursuant to this Agreement comply with all applicable federal, state, and local laws, regulations, ordinances, and policies, including, but not limited to, those of the Facility and OFP (e.g., proper food handling and alcohol service).
 - B. Alcohol Awareness. Volunteer agrees to attend either in person or online an Alcohol Awareness Training session conducted by OFP for events at the Facility. Alcohol Awareness Training is mandatory, and Volunteer will not be allowed to serve alcoholic beverages at the Facility who has not undergone such training. Each volunteer who will be handling and serving alcohol shall be at least twenty-one (21) years of age.
 - C. Minimum Age of Volunteers. All Volunteers must be at least eighteen (18) years of age.

II. Conduct of the Service Area

- A. Volunteer's Conduct. Volunteer shall behave in a professional manner at all times while at the Facility. Volunteer shall not consume or use alcoholic beverages, drugs, obscene/vulgar language or disruptive behavior anywhere in the Facility, including parking areas. No tip solicitation by Volunteer will be permitted. No Volunteer is to be in the Facility seats, boxes, suites, bars, restaurants, or viewing areas (collectively the "Seating Areas") at any time during the event, except to the extent OFP requires it. If a Volunteer is found loitering in any of the Seating Areas during the event or after, he or she will be removed from the Facility and NPO will not be allowed to return.
- B. Reporting. In order to have the Service Area fully operable, Volunteer will assure that he or she will report to their assigned Service Area within the Facility at least two (2) hours prior to doors opening for an event. Each Volunteer shall accurately complete the Volunteer Attendance Sheet, a copy of which is attached hereto and incorporated herein as Exhibit "A".
- C. Access. Access to the Facility is permitted only to Volunteers specifically volunteering in NPO's assigned Service Area for the given event on the specific date.
- D. Uniform. Volunteer shall provide for themselves, all black pants, all black shorts, a white undershirt, all black hat, all black baseball cap, all black non-slip tennis shoes, all black belt, red NPO t-shirt, all of which will be paid for by the volunteer. NPO shall provide as needed, Facility shirt, hat, and badge.

III. Donation

- A. Donation. Volunteer hereby agrees that all monies donated on their behalf shall be used for the exclusive benefit of a related child. The monies used shall be for the benefit of helping the child reach goals of education, extracurricular education, and what the child needs to fulfill those goals, i.e., supplies, instruments, uniforms, clothes, books, etc.
- B. Days Worked. Volunteer shall be responsible for selecting the event dates to work. NPO shall not be held responsible for event dates cancelled by OFP. Volunteer may cancel working an event
- C. Account. An account will be set up for each Volunteer where the money donated for their child(s) can be used as reimbursements. NPO shall take 10% of the monies donated for the general fund, and the balance donated for each event shall be divided equally and fairly among the Volunteer(s) that worked that event. If Volunteers account becomes inactive for 90 days then any monies left in that account shall be moved to the general fund at the discretion of NPO.
- D. Reimbursements. Volunteer can turn in receipts either by mail or computer scanned by the 15th of each month and any monies available in the Volunteers Account shall be disbursed to them by the 30th of each month.

IV. Miscellaneous

- A. Independent Contractor. Volunteer is an independent contractor. Volunteer is not an employee of NPO or OFP. Volunteer agrees he or she shall not be considered employees of OFP or NPO under any circumstances, including but not limited to, the Fair Labor Standards Act or any similar state or local statute, ordinance, or regulation.
- B. Indemnification. To the fullest extent permitted by law, Volunteer hereby indemnifies, defends, protects and forever holds harmless Orlando Foodservice Partners, Lee Esley & Associates, Inc. Levy Premium Foodservice Limited Partnership, Levy Restaurants Limited Partnership, Levy GP Corp., Levy Holdings GP, Inc., Compass Group USA, Inc., Levy-Compass Group Holdings S.L., Compass Group PLC, City of Orlando, Orlando Magic, Ltd., Orlando Events Center Enterprises, LLC, Amway Center, Florida Citrus Bowl and Door of Dreams, Inc., and each of these entities' respective partners, affiliates, shareholders, directors, officers, employees, agents, contractors, attorneys, successors, assigns and each of its and their respective partners, shareholders, directors, officers, employees, agents and representatives (collectively, the "OFP Indemnitees"), from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, Judgments, awards, causes of action, damages, fines, penalties, cost and expenses (including,

but not limited to, reasonable attorney's fees, paraprofessional fees and court-related costs), of whatever kind or nature, in law, equity or otherwise, whether known or unknown, including without limitation, bodily injury, death, damage to or loss of personal property, business interruption, sickness, disease, injury or destruction of tangible property, compensation, or wages, whether Volunteer, OFP's Indemnitees or a third party's, or a breach of any representation, warranty or covenant in this Agreement or the Individual Indemnity and Release arising from or in any way based upon the activities of the Volunteer at the Facility, or the breach of any representation, warranty or covenant contained in this Release ("Claims") all as such may in any way be related to or result, directly or indirectly, from Volunteers presence at the Facility or otherwise in connection with OFP's Indemnities, including, but not limited to, NPO, this Agreement, the Volunteer, the Individual Indemnity and Release, the Facility, or the Fair Labor Standards Act or any similar state or local wage and hour statute, ordinance, or regulation.

- C. Compliance. Volunteer will abide by all rules, regulations, policies and procedures of NPO. Volunteer will comply with all applicable local, state and federal rules, regulations, ordinances and laws while at the Facility, including in the Parking areas.
- D. Personal Loss. It is agreed and understood that NPO, OFP nor the Facility is responsible for any personal belongings lost, stolen or damaged while inside the Facility, including the parking areas.
- E. Entire Agreement. This Agreement will be governed by the laws of the State of Florida and represents the entire agreement between NPO and Volunteer. The terms and conditions of this Agreement supersede all prior negotiations, representations, or agreements, either in written or oral. Business conditions may occasionally dictate modifications to the specific terms of this Agreement; however, no changes can be made without the specific written approval of NPO.

This Volunteer Agreement (the "Agreement"), dated this _____ day of _____, 20_____, is entered by and between Door of Dreams, Inc. and _____ ("Volunteer").

Volunteer Signature Date

Volunteer Printed Signature

Door of Dreams, Inc. Representative Signature Date

Door of Dreams, Inc. Representative Printed Signature