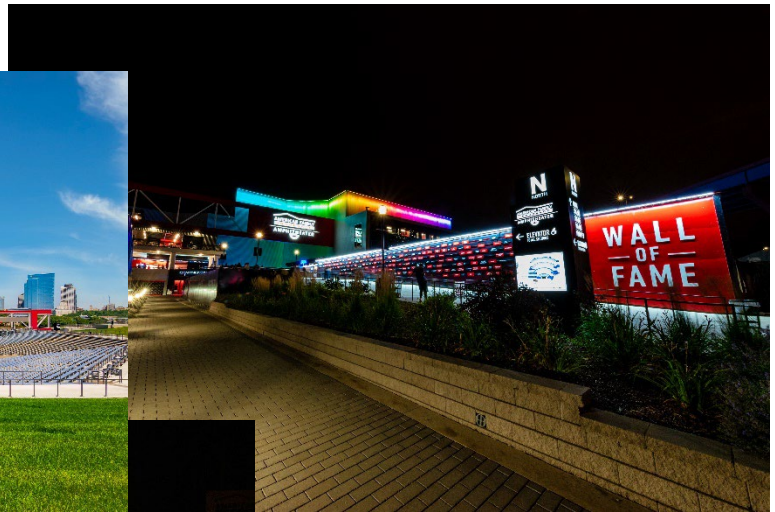




2024 Non-Profit Organization Handbook



Thank you for your interest in the Nonprofit Organization Fundraising Program (the “Program”) with Milwaukee World Festival, Inc. (“MWF”). The Program gives local 501(c)(3) non-profit organizations the opportunity to raise funds by working in beverage stands during Summerfest and other events at Henry Maier Festival Park (the “Park”). MWF, an independent, private 501(c)(3) corporation founded in 1965, produces Summerfest®, presented by American Family Insurance, a three-weekend festival that typically generates approximately \$187 million in economic impact for the community each year (“Summerfest”). MWF also maintains and improves the Park, located on 75 acres on the shores of Lake Michigan in Milwaukee, WI. In addition to Summerfest, the Park hosts a variety of ethnic and cultural festivals, concerts, walks, runs, and other special events, attracting nearly 1.3 million people annually.

The mission of MWF is to promote an understanding of different ethnic cultures, the histories and traditions of various nationalities, harmony in the community, civic pride as well as to provide a showcase for performing arts, activities, recreation for the public, and employment opportunities for the youth of the community. In furtherance of that mission, MWF desires to support charitable and not-for-profit entities in the local community by allowing these organizations to operate food and beverage locations at the Park in exchange for a donation by MWF. This handbook (the “Handbook”) will set forth many of the rules, regulations, and conditions that non-profit organizations who will participate in this Program (each being the “Organization” and collectively the “Organizations” in this Handbook) need to abide by.

If your group is interested in becoming an Organization and participating in the Program, you will need to fill out an application and submit it to me at tlabensky@summerfest.com prior to being selected to participate in the Program. Once selected, MWF will provide you with a contract you will need to enter into prior to participating in the Program. The application is available online at [Summerfest.com/npo](https://summerfest.com/npo). If you would like me to send you a paper copy of the application or have any questions related to the Program, please do not hesitate to contact me via phone or email.

Sincerely,

Tammi Labensky

Tammi Labensky
Food & Beverage Concessions Manager | Milwaukee World Festival, Inc.
tlabensky@summerfest.com | (414) 273-2680

OVERVIEW

This Handbook as well as the agreement entered into between MWD and the Organization (collectively the "Agreement") set forth the terms and conditions of participating in the Program. Failure to comply with the Agreement could result in financial penalties, loss of Program shifts, or termination of the Agreement and an Organization's ability to participate in the Program in future years. As such, Organizations must be sure to carefully review the terms of the Agreement including this Handbook prior to participating in the Program and ensure that any of the Organization's volunteers providing Services (as defined by the Agreement) as part of the Program (the "Volunteers") are familiar with the same.

ORGANIZATION AND VOLUNTEER REQUIREMENTS

- The Organization must be a 501(c)(3) nonprofit in order to participate in the Program.
- The Organization is contracted for operation of certain food and beverage stands at the Park pursuant to the terms of the Agreement.
- All Volunteers must be at least 18 years old and must bring a valid government issued ID to all Events they are providing Services at. If a Volunteer fails to bring such identification, they may not be permitted to work and that Organization will be treated as though the Volunteer failed to show up at the Event, which could result in the Organization being short Volunteers at the location they are assigned.
- Volunteers should be available for all Summerfest dates and other selected events between May 2024 and October 2024 as agreed upon by MWF and the Organization. Each event an Organization agrees to provide Volunteers for (subject to MWF's approval), including Summerfest, shall be considered an "Event" and all rules set forth in the Agreement apply throughout this time period.
- By participating in the Program, an Organization certifies that payments received by the Organization will be used to support the Organization's non-profit activities. It also certifies that no payments will be made to any Volunteers in return for the Services performed at the Park for MWF.
- Organizations must provide one Organization leader and one Organization co-leader (each of which are an "Organizational Leader" and are also considered Volunteers hereunder) who will be the main contacts between the Organization and MWF. **Any other arrangement must be approved by the MWF's non-profit program organizer Tammi Labensky or her designee (collectively the "Non-profit Coordinator") when submitting paperwork.** Organization Leaders are responsible for relaying Program rules, information, highlights, and any rule changes that occur to the Organization and its Volunteers.
- A schedule of report times for Events will be provided to the Organization in advance by MWF. All Volunteers are required to report up to two hours prior to each Event start in order to set up and clean the location the Volunteers will be working during that Event.
- Volunteers working at the Park represent MWF to the public and as such they are expected to represent their Organization, MWF, and Summerfest in a positive manner and according to MWF's standards. MWF shall have the right to ask any Volunteer failing to comply with these standards to leave the Park and the Organization will be treated as though that Volunteer failed to show up for that day's Event, which could result in the Organization being short Volunteers at the location they are assigned.
- MWF has the final authority to accept or decline any Organization that wishes to be involved in this program.

STAND OPERATION AND VOLUNTEER DUTIES

- Volunteers must:
 - Prepare and sell various beverage products to Event attendees and other MWF guests at concession stands or portable locations. **Notwithstanding the foregoing, under no**

circumstances will Volunteers serve any alcoholic beverages to any individual with valid MWF credentials or otherwise wearing an MWF staff uniform or who is underage.

- Work at any station assigned by MWF.
- Have basic math skills and be able to use a point of sale (“POS”) system.
- Exercise good customer service skills.
- Be well groomed, friendly, and efficient.
- Be able to stand for eight or more hours and be able to lift objects weighing up to 40lbs.
- Respectfully accept direction from any member of MWF staff, including but not limited to concessions supervisors, stand leads, food and beverage department management, security, or any MWF full-time staff member while working at the Park.
- Prior to and concluding each Event day, the Organizational Leader must inventory all product (MWF Supervisor with verify accuracy) and submit the inventory reports to MWF. The amount of inventory used must equal the sales processed in the POS system. The retail value (defined as the price paid by the public for the product at the Event) of any shortage greater than five percent of the inventory count will be deducted from the Fee (i.e. if the stand is short by 7%, the Organization would be responsible for the retail value of 2% of the missing product).
- The Organization is responsible for set-up, tear down, and cleaning of the stand.
- The Organization must operate the POS, fulfill customer orders, stock product to sell throughout Event, and place any orders needed to stock stand with beer distribution and turned into Non-profit Coordinator.
- All Volunteers will stay until the stand is cleaned and checked by MWF, inventory is counted, and paperwork is filled out and verified by an MWF Food & Beverage Stand Lead or Area Manager.
- Volunteers are responsible for complying with MWF policies, including but not limited to, Food & Beverage Department Policy and MWF Alcohol Policy, which are incorporated herein by reference and will be provided to the Volunteers at their training. An advanced copy of these documents is available upon request.

SCHEDULING

- The Organization must be available to work on all Summerfest dates unless it receives the approval of the Non-profit Coordinator to only work a portion of the dates. The Organization must provide the Non-profit Coordinator at least 30 days advanced notice if the Organization cannot fully participate in one or more days of Summerfest in order to be considered for approval.
- The Organization will provide the contracted number of volunteers as agreed upon with MWF on an Event by Event basis and in accordance with the number of Volunteers the Organization indicated it could supply on its Program application and in the Agreement.
- MWF will designate the location(s) to be worked by the Organization.
- The Organization will be responsible for a concession stand or portable location that requires between 5 to 20 people to operate for between 8 and 12 hours plus setup and tear down of the stand. When the Organization and MWF agree to a number of Volunteers it will provide for the Events during 2024 it cannot deviate from that number for any Events unless specifically approved by the Non-profit Coordinator.
- The Organization must ensure that at least one Organization Leader is present at the Park during the entirety of each Event and failure to do so could disqualify the Organization from participating in that and future Events.
- MWF reserves the right to utilize the Volunteers to meet scheduling needs. This may include splitting the Organization’s Volunteers to cover multiple locations. MWF is not required to provide the Organization with advance notice of such split scheduling. The Organization must ensure Volunteers are

willing and agreeable to work wherever assigned by MWF and there is no guarantee that any particular Volunteer will be able to work with any other particular Volunteer.

- Outside of supervision from MWF staff that holds a bartender's license, the Organization is required to completely operate the beverage location(s) assigned for each Event.
- The Organization may be allowed to provide additional workers and/or staff additional locations with advance approval from the Non-profit Coordinator.
- The Organization Leader MUST e-mail a complete list of all Volunteer that will be working for each Event at least 21 days ahead of each Event. The list form will be sent to you by MWF after execution of the Agreement. Failure to timely submit a complete and accurate list may result in revocation of your Organization's ability to participate in the Event(s) or termination of the Agreement and relationship with MWF in MWF's sole discretion and without notice.
- Scheduling by MWF is based upon forecasting and MWF's business needs for each Event. Organizations may not request locations or may not be informed in advance of assigned daily locations. Event scheduling will only be done in advance after MWF has received a complete and valid Agreement and will be based on Agreement receipt date and several other factors that are solely determined by MWF.
- It is preferred that all Volunteers plan to work several Event days whenever possible. MWF highly discourages Volunteers from working at only one or two Events as Volunteer experience is beneficial to the Organization, MWF's guests, and MWF.

TRAINING

- It is the responsibility of the Organization and Group Leaders to ensure that all Volunteers must undergo training on the following topics prior to being allowed to work at any Event: guest services training, responsible alcohol training, orientation, sanitation and cleaning policies, and concession training. Organizational Leaders will also be required to undergo the following training: POS troubleshooting, escalations, and inventory management.
- Training schedules will be released once the Agreement is executed by the Organization and MWF. The Organization will not be allowed to receive training dates or train any Volunteers until ALL necessary paperwork is on file with and approved by MWF.
- Training will be held by MWF at the Park. Reservations are required due to limited seating. RSVP for training dates as soon as possible after receiving approved dates as training dates fill very quickly. Off-site training is negotiable and must be arranged between the Non-profit Coordinator and Organizational Leader.
- The name of each Volunteer attending a training session must be submitted to the Non-profit Coordinator ahead of the training session.

UNIFORMS

- Volunteers must comply with MWF's uniform policy.
- Volunteers must wear standard issue MWF uniform tops, which will be provided by MWF. Pants must be provided by the Organization or Volunteers and must be slacks, jeans, khakis, or shorts, and must be solid in color. Pants with holes or rips are not allowed for safety reasons as they may catch on sharp edges or can be grabbed. Also, for safety reasons ALL pants must be worn at the hips. Shorts must come to at least the mid-thigh. Jeans are acceptable. Volunteers may NOT wear sweatpants, nylon pants, yoga pants, or cutoffs.
- In the event a Volunteer wishes to wear a hat, they must wear a hat with the Organization's logo on it. No other logos are permitted on hats.
- Any jewelry worn in a piercing must be flush against the skin for safety reasons. This includes nose piercings being limited to a stud, not a ring, and ear piercings limited to studs, and not rings or hoops.

This also includes rings of any kind, except for certain marital bands upon request. Any necklaces should be worn underneath the clothing.

- MWF has no policy regarding hair styles, color, or length, but all hair styles should be maintained in such a way that is conducive to Volunteers being able to provide the Services. Hair styles which may interfere with performance or a Volunteer's safety are not permitted. For example, longer hair styles may need to be worn up, braided, or in ponytails to keep it away from the face in order to see the work area. Facial hair may need to be trimmed short so it cannot be grabbed or caught on objects. Nails must be a length that allows a Volunteer to effectively provide the Services. Excessively long nails will get in the way of performing the Services.

GENERAL WORK RULES

- MWF will provide the Organization with proper identification and/or Summerfest tickets to allow the Volunteers to attend Events to perform the Services. MWF may, in its sole discretion, also provide the Organization with parking passes to allow the Volunteers to park near the Park. Notwithstanding the foregoing, the Organization and Volunteers acknowledge that these items are being provided solely for the purpose of allowing the Volunteers to attend the Events to perform the Services and the Volunteers will not use them for any other purpose. Further, the Volunteers shall not be allowed to attend any other event using these items and shall exit the Park as soon as they are done providing the Services at the Event.
- Volunteers must pass through security when entering the Park, which includes metal detection and bag searches. Further, Volunteers are required to follow all applicable safety rules and regulations that are generally communicated to the public (through announcements, posted signs, or individual verbal instruction from MWF staff).
- No one will be allowed to enter the stand location unless volunteering for that specific shift. If any employee, affiliate, volunteer, or guest of the Organization wishes to attend the Event, such person must enter through the proper public gate with valid admission to the Event.
- Smoking, chewing tobacco, and vaping may only take place while on break and in employee areas of the Park located away from the general public. Eating may take place only while on break and in employee areas of the Park located away from the general public.
- Volunteers shall not solicit complimentary food from Summerfest food or beverage vendors/stands. All food consumed by volunteers shall be purchased on site or brought in for individual consumption during the Volunteer's shift.
- Volunteers shall always remain alert to effectively do their jobs. This may require attentive posture and alertness.
- Volunteers are not permitted to speak to the press or agree to an interview, unless specifically authorized by MWF's President.
- Volunteers may not perform the Services while under the influence of drugs or alcohol. MWF shall have the right to ask any Volunteer to leave the Park if MWF believes that the Volunteer is under the influence of drugs or alcohol and the Organization will be treated as though that Volunteer failed to show up for that day's Event, which could result in the Organization being short Volunteers at the location they are assigned.
- The Organization is responsible for ensuring the Volunteers follow all federal, state, local, or MWF laws, rules, regulations, orders, and guidance related to the sale and distribution of alcohol and will be responsible for the cost of any fines related to violation of the same.

DONATION

- The Organization will be compensated with a 5% commission of Net Sales. Net Sales are defined as the gross sales less any taxes, credit card fees, and product costs. All tips collected through MWF's POS system by Volunteers or the Organization will be payable to the Organization less any credit card fees. Collectively this 5% commission and all tips received by the Volunteers or Organization shall be the "Fee".
- The Fee for any single Event will be paid to the Organization within 7 days of that Event. Notwithstanding the foregoing, payment of the Fee attributable to all nine days of Summerfest shall be made within 7 days of the conclusion of the last day of Summerfest. MWF will provide the Organization with a statement indicating the total amount of the Fee attributable to the commission and tips along with payment. Payment of the Fee will be made in the form of direct deposit. An ACH form and w-4 must be filled out prior to the Organization's first shift. MWF is not responsible for late payment caused by the Organization's failure to fill out and submit an accurate ACH form and w-4.
- The Organization is responsible for ensuring that their Volunteers have assigned all legal rights to any tips received during the Event(s) to the Organization in writing, will provide MWF with a copy of such assignment upon request, and are responsible for defending, indemnifying, and holding MWF harmless for any failure to have the Volunteers' tips legally assigned to it.

REMOVAL/REPLACEMENT/CANCELLATION

- The Organization is required to notify the Non-profit Coordinator of any Event cancellations in writing via E-Mail at least 10 business days (M-F) prior to the Event that Organization cannot attend.
- If the Organization is unable to provide their contracted number of Volunteers for an Event, it must notify the Organization Coordinator 10 business days (M-F) in advance of such Event. Missing workers may or may not be pre-approved by the Organization Coordinator, depending on staffing needs. Unapproved missing other otherwise unavailable Volunteers could result in the following:
 - MWF issuing a \$75 charge per missing Volunteer (to partially cover the cost of staffing the replacement with a paid MWF employee); and/or
 - MWF shall have the right to either place the Volunteers at a smaller location or send all the Volunteers home for that Event and the Organization will not receive any portion of its Fee (as defined below) attributable to the 5% commission for that day.
- Failure of an Organization to show up for any scheduled Event without proper notice could result in immediate termination of the Agreement and relationship with MWF in MWF's sole discretion and without notice.
- MWF reserves the right to remove or replace any Volunteer or other Organization member who (in the sole judgment of MWF) does not represent the best interests of MWF and its guests with respect to the successful and professional operation of Services being performed.
- MWF is an equal opportunity company and does not discriminate against Organization or individuals such as the Volunteers on the basis of race, color, religion, creed, age, sex, handicap, or national origin. MWF reserves the right to terminate the Agreement in the event that the Organization or any member thereof including the Volunteers in any way violates this Equal Opportunity Policy towards MWF's employees or customers.
- Any Organization that is terminated for cause under the Agreement forfeits any portion of the Fee attributable to the 5% commission that has accumulated to that point but has not yet been paid. The portion of the Fee attributable to tips will still be paid.