



Dear Non-Profit Group Leader:

Thank you for your interest in volunteering with Delaware North Sportservice.

Delaware North Sportservice, the exclusive food, beverage & retail provider for Globe Life Park in Arlington along with the Texas Rangers Baseball Club, are committed to working with Non-profit Groups throughout the Dallas/Fort Worth area and beyond.

By requesting this information you have taken the first step in becoming part of our fundraising community here at Globe Life Park in Arlington. Our program is designed to give local Non-profit volunteer groups the opportunity to raise funds by working in a concession stand during a Texas Rangers game.

Delaware North Sportservice takes great pride in the continued relationships that have been developed and nurtured over the years with our Groups. Non-profit Groups have become an integral part of our success within our operation. Working at Globe Life Park can be a great way to earn money for your organization. In 2014, Sportservice donated close to \$2 million dollars for services provided by more than 75 North Texas area Non-profit Groups! Be done with tiresome car washes, bake sales and door-to-door sales. If you need to fundraise for any reason... a trip, uniforms, equipment, operating costs or building needs...give us a call. Be part of a great service team in the exciting environment that is Globe Life Park; it's Texas baseball, Boomsticks, Rangers, fans and friends!

Making this kind of money requires a great deal of teamwork and commitment, to be successful. It is vital to have a core group of willing volunteers to participate in the program and a strong Group Leader, from your group, to guide the process.

This handbook includes all of the information you need to become a part of the Delaware North Sportservice team. Please read the entire packet of information and relay it to everyone interested in working at Globe Life Park. It is a great way to make money, but does require teamwork and commitment to ensure everyone involved has an enjoyable experience. Please discuss all details of this packet with your non-profit team, before making your group decision.

This package contains all of the information required to begin the group process. Please note that several of the pages contained in this package must be returned to Delaware North Sportservice:

**2015 Group Contract  
Direct Deposit Form**

**W-9 Tax Form  
Letter of Intent to Provide Services**

Please read this package carefully. Talk to your group members; collectively decide if this is something you want to do. **DON'T MAKE THIS DECISION ALONE!! IT NEVER WORKS OUT WHEN THE DECISION IS NOT MADE TOGETHER AS A GROUP.**

We hope that you decide to join us for the 2015 baseball season. The fundraising potential at Globe Life Park in Arlington is substantial. We provide an opportunity for your hard work to payoff. Your Non-profit Group can earn money and be involved in the fun atmosphere that is Texas Rangers' baseball. We would love the chance to help your Group hit a home run, and knock your fundraising goals out of the park.

I look forward to working with you during the 2015 baseball season and beyond. Go Rangers!

Sincerely,

**Casey Rapp**  
Operations Manager

# GLOBE LIFE PARK IN ARLINGTON

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## NON-PROFIT GROUP INFORMATION HANDBOOK

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**2015**

## PURPOSE OF BOOKLET

To familiarize non-profit organizations with the opportunities that are available while working for Delaware North Sportservice. It should also serve as an introduction for all groups on company policies. This material should help your group decide if you wish to operate a concession stand at Globe Life Park in Arlington for fundraising purposes.

## DELAWARE NORTH SPORTSERVICE GOALS

To offer the best possible service and the highest quality products to every customer that it is our privilege to serve. ***“Creating special experiences one guest at a time.”***

## BACKGROUND

Delaware North Sportservice opens a number of concession stands each season on a contract basis to non-profit groups. The non-profit groups operate the stands as a means of raising funds for their organizations. Reliable personnel to staff such locations are provided by members of the group. These group volunteers donate their services and receive no personal compensation.

## MANAGEMENT PHILOSOPHY ON THE USE OF NON-PROFIT GROUPS

The contracting out of concession stands to non-profit groups for fundraising purposes is a community service that benefits not only the non-profit organization but Delaware North Sportservice and the Texas Rangers as well. We take great pride in our affiliations with the non-profit groups and consider them a major part of our Delaware North Sportservice family. There are certain criteria that we ask be adhered to before we begin to process your organization. In order for us to comply with Internal Revenue regulations, as well as our own internal policies, the group must agree to the following:

1. The group certifies that it is a non-profit, tax-exempt organization as defined in section 501 of the Internal Revenue code. Non-profit Groups must operate for civic, charitable, religious and/or educational purposes.
2. The group certifies that any payments received by the group will be used to support the group's activities. It further certifies that no payments will be made to any individual in return for the service performed at Globe Life Park in Arlington for Delaware North Sportservice.
3. A **Written Proposal of Intent to Provide Services** must be submitted to Delaware North Sportservice along with a signed **contract**. This proposal for non-profit group services should document the group's purpose and activities.
4. Delaware North Sportservice has the final authority of accepting a non-profit group that wishes to donate its services at Globe Life Park in Arlington.

## REQUIREMENTS OF THE GROUP

The group must supply the required number of personnel to run the assigned concession stand properly. These volunteers must understand that they will be required to work hard and present a positive image befitting a representative of **Globe Life Park in Arlington, Delaware North Sportservice and the Texas Rangers**. The volunteers must be willing to wear the designated DNC Sportservice uniform, attend orientation and training, including **Mandatory** food handlers training required by the City of Arlington Health Department and Delaware North Sportservice, alcohol service training, and abide by all Sportservice rules and policies. Delaware North Sportservice will supply other items including uniform shirts.

**Each individual group member will be required to sign the following releases:**

- “Volunteer Release, Waiver and Indemnification Agreement”
- “Consent to use Name and Likeness Release”

**The Non-profit Group agrees to sign up for ONE of the following:**

- (A.) Food Concession Stand or Portable - One Block
  - 9.0% of Net Sales of Food & Non-Alcoholic Beverages
  - 6.5% of Net Sales of Alcoholic Beverages
- (B.) Food Concession Stand or Portable – Two or More Blocks
  - 10.0% of Net Sales of Food & Non-Alcoholic Beverages
  - 7.5% of Net Sales of Alcoholic Beverages
- (C.) Food Concession Stand or Portable – Upper Concourse - Blocks #1, #2, or #6.
  - 11.0% of Net Sales of Food & Non-Alcoholic Beverages
  - 8.5% of Net Sales of Alcoholic Beverages
- (D.) Beer / Wine / Bar Stand or Portable
  - 10.0% of Net Sales of Food & Non-Alcoholic Beverages
  - 5.0% of Net Sales of Alcoholic Beverages

The non-profit organization will completely operate the concession location assigned for the selected period. If the organization does not have enough members to adequately staff the stand Delaware North Sportservice will assign employees to the stand and charge the group accordingly. Delaware North Sportservice will charge the group \$75.00 per employee assigned. This charge will be assessed if the employee is in the group stand for 5 minutes or for 5 hours.

**There are severe penalties for not meeting your staffing requirements as well as canceling an event.**

**If two or more groups agree to operate under the same contract - all subgroups must be approved by Delaware North Sportservice. They too, must submit contact names, phone numbers and schedules.**

**All volunteers handling alcoholic beverages must be 18 years of age or older and must have completed and passed a Texas Alcohol and Beverage Commission (TABC) certification course.**

TABC certifications are good for 2 (two) years. If a member is already TABC certified through a school other than the Ballpark Training Service, they **MUST** bring a copy of their certification in to the group coordinator for our file and attend a Delaware North alcohol class prior to selling, serving, and dispensing alcohol or managing for your organization.

**The remaining workers must be at least 16 years of age. Proof of age is REQUIRED!!!**

Acceptable forms of identification for proof of age are: a Driver's license, a state issued identification card, a passport, a military identification card, a birth certificate accompanied by photo identification.

## **MANAGERS & TRAINING**

A group appointed stand manager(s) (often 2 are required for larger stands) will be in charge of the stand and its operation. All of the individuals filling the position of **GROUP STAND MANAGER** will be **required** to attend training sessions conducted by Delaware North Sportservice, **before** the commencement of the contract. **Group leaders and/or managers are responsible for passing all information, rules and procedures obtained at this training session to their members.** The person signing the contract is required to attend this group training. **BEFORE** your group decides on who its managers will be, be sure they are willing to accept this responsibility. **All managers** for the organization will be **required** to work together for the first few events of the contract. This training time is required to fully learn stand operations, inventory, production schedules, equipment operation, food preparation, Alcohol Policy, cash handling and customer service. This training will help the managers orchestrate other group workers, who will work for the balance of the contract with these managers.

**A trained manager must be present in the concession location at every event.** Group Stand Managers training sessions are scheduled throughout the season. Trainees must stay for the duration of the training session. Details about these training sessions will be provided to your organization once you submit a completed contract.

## ALCOHOL TRAINING

All Non-profit Group members who will sell, serve, and/or dispense alcohol and Group Managers who will oversee the operation of a concession location with alcohol must have a Texas Alcohol Beverage Certification (TABC). Delaware North Sportservice at Globe Life Park in Arlington provides TABC certification courses throughout the baseball season. Delaware North Sportservice will incur the cost of the certification for anyone who attends our certification courses to work at Globe Life Park in Arlington.

Your group members are welcome to attend TABC classes outside of the Delaware North Sportservice sponsored ones; however, it will be at your own expense. Delaware North Sportservice will not reimburse you or your organization. We, however, require a copy of your TABC certification for our files and the member **MUST** attend a Delaware North Sportservice alcohol policy class before being allowed to work in a concession location as a server or manager. **The TABC certification is good for two years.**

In interim years, all group members who are TABC certified must attend a mandatory Delaware North alcohol retraining class.

## WHO DOES THE GROUP WORK FOR?

The group will work for the Concession Department of Delaware North Sportservice. These are the management positions that directly affect you are the following:

- Group Coordinator:** Your everyday contact. Handles all matters concerning the Non-Profit Groups.
- Level Supervisor:** The front line supervisor who works the actual event and is responsible for six to twelve concession locations. This is a group's immediate supervisor during an event. The group stand manager answers directly to the Level Supervisor.
- Concession Manager:** Direct Manager of Group Coordinator and the Level Supervisors. Responsible for all Concession staffing, assignments and the overall operation of the concession locations, vending and All-You-Can-Eat Seats.
- Operations Manager:** Responsible for the complete food and beverage operations at Globe Life Park in Arlington.

## SCHEDULING

Scheduling will be done in advance for the entire season when the contract has been approved by Delaware North Sportservice. The non-profit group should select the time frame it would like to work. **Any playoff or special event situation that occurs will be negotiated separately.** Groups should consider factors such as school dates, tournaments, etc. **before** committing to the specific dates it wishes to work. Once scheduled, the group will be responsible for supplying the number of persons agreed upon, including designated stand managers. **When considering the size of a stand you wish to operate, select a number of volunteers that will allow you to have extra workers on stand-by.** Emergencies do arise and occasionally a volunteer is unable to participate. Stands available for group contracts require between 8 to 15 workers, depending on the size of the stand, to operate properly. The majority of our concession locations sell alcohol. Non-alcohol locations while available are very limited. **Delaware North Sportservice makes the final decision on stand assignments.**

**Note: Beer portables will only be assigned in conjunction with a food concession location and to those groups who are in good standing with Delaware North Sportservice.**

## REPORT TIMES

### Non-Profit Group Regular Report Times

*Report times are subject to change at management discretion.  
Certain locations may have earlier report times to accommodate an earlier gate.  
You will be notified of these locations.*

#### **7:05 p.m. Game**

**(Gates Open at 5:00 p.m.)**

Stand Managers 3:00 - 3:30 p.m.

Stand Workers 4:00 p.m.

#### **1:05 p.m. Game**

**(Gates Open at 11:30 p.m.)**

Stand Managers 9:00 - 9:30 a.m.

Stand Workers 10:30 a.m.

#### **2:05 p.m. Game**

**(Gates Open at 12:00 p.m.)**

Stand Managers 10:30 a.m.

Stand Workers 11:30 a.m.

**Please allow extra time for traffic, parking, and picking up your folder, money and uniforms.**

The total number of hours worked will depend on the amount of business and the length of the game. On the average, games are 2 ½ to 3 hours in length. Workers will not be released until the stand is clean and has been inspected by a Level Supervisor or other members of Delaware North Sportservice management. Groups who do not properly clean the stand may be assessed a \$100.00 cleaning charge. This cleaning charge will be deducted from the donation.

## RAIN DELAYS/RAIN-OUT

Most events are not canceled for “rain-outs” until game time. If an event is canceled in advance the group contact person will be notified by Delaware North Sportservice. The group contact will be responsible for notifying the group members.

## HOW MUCH MONEY CAN MY GROUP EARN?

A group will earn a commission for the event worked. This commission is based on **GROSS SALES MINUS APPLICABLE SALES TAX AND ANY SHORTAGES INCURRED BY THE GROUP EQUALING OVER ½ OF 1% OF GROSS SALES. Overages will not be paid.** The commissionable percentage varies from 9% to 11% net depending on the terms selected in your contract. Several factors that determine the amount of commission:

- Actual fan attendance
- Day of the week of the event
- The visiting team
- Weather
- Concession concept selected
- Stand location
- Promotional dates





## UNIFORMS / DRESS CODE

The Delaware North Sportservice uniform consists of a Delaware North Sportservice issued uniform shirt, khaki pants, a Sportservice hat and a group identification badge for all workers.

**Group members in the concession stand or on the concourse MUST be in uniform at all times!**  
**Group members must follow our 10 Universal Service Standards, located in this hand book.**

Sportservice will issue uniform shirts to the Group workers on a daily basis. The individual workers of the Group assume responsibility of the shirts once they are picked up at check-in. The shirts are to be returned to the Uniform Room within 30 minutes of the end of the game. Any uniform that is not returned will be deducted from the Group commission at \$30.00 per uniform shirt.

Supplied by Delaware North Sportservice:

Delaware North Sportservice Blue Concessions Shirt / Red Manager Shirt

Must be buttoned properly at all times, it is designed to be untucked.

Long-sleeved black or white clothing with no visible writing, provided by the individual, may be worn underneath the uniform shirt. Personal jackets, hoodies, windbreakers, pullovers, or sweatshirts may NOT be worn over the shirt.

Delaware North Sportservice windbreakers are available for purchase from the Uniform Room.

Delaware North Sportservice Group ID Badge

Valid 2015 ID badge is required for admission to Rangers Ballpark.

Must be worn facing forward clipped to the right collar of the Sportservice shirt.

Lost badges can be reprinted - \$10.00 reprint charge will be issued.

Delaware North Sportservice Rangers Baseball Hat

Initial charge of \$5.00/hat for each Group worker deducted from the Group commission.

Replacement charge of \$5.00/hat for lost or forgotten hats deducted from Group commission.

Hats must be worn straight on the head with the brim facing forward.

There will be no loans of hats and reimbursements for hats will not be given.

Supplied by the Group worker:

Rubber soled shoes, such as tennis shoes. No open toed or open heeled shoes, sandals, clogs, flip-flops, or Crocs ® The entire foot MUST be covered. Anyone with improper shoes may not work.

Khaki dress slacks, capri pants, or shorts made of cotton, Dockers® or Dickies®-type material.

Shorts must be no shorter than two (2) inch above the knees

**NO jeans, pajama jeans, denim, sweat pants, mesh, cargo, leather, leggings, or any style of athletic pants allowed.**

Please limit what you bring in to the stadium. Backpacks, over-sized bags, briefcases, etc may not be brought into the building. Delaware North Sportservice and The Texas Rangers reserve the right to inspect the contents of anything entering the building.

**Cell phone use during operations is strictly prohibited.**

In case of emergency, call the Delaware North Sportservice main office at (817) 795-8838 and your call can be transferred to your stand location and/or a supervisor will be notified.

**Delaware North associates and group members are prohibited from smoking (including e-cigarettes) while wearing our uniform. Smoking (including e-cigarettes) is allowed in a designated smoking area.**

**Personal belongings should not be brought in to the concession stand.**

**Items of value should not be brought into the stadium.**

**Delaware North Sportservice is NOT responsible for items lost or stolen in this stadium.**

## WHEN WILL MY GROUP RECEIVE PAYMENT?

All amounts due to a group will be determined by Delaware North Sportservice on a daily basis and will be paid to the group by Direct Deposit to the group's bank account within 3 weeks after the end of each weekly Delaware North Sportservice accounting period.

**A detailed recap of the events worked by the group will be mailed from the Delaware North Sportservice office within three (3) weeks to be compared to Direct Deposit. If the group contact person or group mailing address changes, please notify Delaware North Sportservice in writing.**

## HOW DO WE SIGN UP?

After reading this booklet, a non-profit organization that is willing to work hard in return for good profits should contact **Delaware North Sportservice at 817-795-8838, Ext 2016**. Ask for the **Non-profit Group Coordinator**.

You will be given information on the concession locations that are available and we will work together to match your organization to a concession location.

During our conversations we will agree on:

- Concession location
- Number of workers needed for that location
- Event dates
- Applicable commission percentages.

**Please note - concession locations are assigned on a first come, first served basis. A completed, signed contract delivered to Delaware North Sportservice reserves a concession location, not the phone call.**

Once we reach a verbal agreement, the following items need to be delivered to Sportservice:

- Signed 2015 Volunteer Group Agreement to Provide Concession Operation (Contract)
- W-9 form
- Letter of Intent to Provide Services
- Electronic Transfer of Funds (Direct Deposit)

**The contract, W-9, and Letter of Intent must be delivered together, in writing submitted in one of the following ways:**

1. By fax (817) 795-8829
2. By e-mail (mrivers@delawarenorth.com)
3. By mail at: 1090 Ballpark Way Arlington, TX 76011 Attn: Group Coordinator
4. Delivered in person to Delaware North Sportservice, between the hours of 10am and 3pm, Monday through Friday.

If your contract is accepted you will receive a copy of that contract with our acceptance signature, by certified mail to the address listed in the completed contract package.



# GUESTPATH

## A PASSIONATE COMMITMENT



Creating special experiences one guest at a time.®

Delaware North has made a commitment to implement the GuestPath Improvement Process and since its birth here at Globe Life Park in Arlington, we are passionately committed to succeeding in our Service Promise:  
***“Creating special experiences one guest at a time.”***

Commitment to the GuestPath philosophy requires passion. This passion trickled down from our corporate office to all of us here at the ballpark. What we are trying to achieve here with the Universal Service Standards is important.

Delaware North provides the proper training to assist our associates and Non-Profit Groups in helping create a special environment for our guest.

All Non-Profit Groups must follow the Ten Universal Standards (listed on this page) as well as all Operational Standards. We are graded on our compliance at any given time throughout the baseball season. Getting into the habit of greeting the guests, using their name, providing friendly service and showing appreciation towards the guest will come naturally...as long as we all continue to practice.



## Ten Universal Service Standards



### 1. Professional Appearance and Grooming

We start by looking the best we can. We present a professional appearance because a poor appearance immediately distracts from all aspects of our service.

### 2. Attentive Posture

Welcoming, positive energy is essential when creating experiences of a lifetime.

### 3. Gracious and Friendly Service

Gracious and friendly service depends on courteous and professional language.

### 4. Guest Name

We “Notice” whenever possible by determining and using our guests’ names. This helps us recognize and respond to our guests as individuals.

### 5. Greeting Guests

Extending a gracious greeting is one of the many ways that we surprise our guests with special touches.

### 6. Thanking the Guest

Thanking the guest is the final way that we communicate our appreciation and pleasure for the opportunity to provide service.

### 7. Teamwork

We understand the experiences are built around the efforts of many people. Some of us are behind the scenes and others are in the guest contact areas. Our efforts all combine to create experiences of a lifetime. It is a team effort.

### 8. Pride in Facility Maintenance and Appearance

The cleanliness and condition of our facilities truly effect the guests overall perception of the quality of our services, products and associates. A facility’s poor appearance immediately distracts from all aspects of our service.

### 9. Product Knowledge and Associate Skills

Knowledgeable, well-trained associates are confident and prepared to understand and foresee our guests’ needs. Whether in a lodging, stadium, airport, or other facility, associates are able to provide quick and accurate responses when guests seek information about the facility or local area.

### 10. Telephone Courtesy

Whether in a lodging, stadium, airport, or other facility, we offer gracious and friendly service over the telephone.

***“Creating special experiences one guest at a time.”***

# 2015 GROUP BLOCK BREAKDOWN - - - - - TEXAS RANGERS SCHEDULE

Revised 11/14

\*\*\* ALL TIMES ARE TENTATIVE AND SUBJECT TO CHANGE\*\*\*



## APRIL

SUN	MON	TUE	WED	THUR	FRI	SAT
			1	2	3 Pre-season Game	4 Pre-season Game
5	6	7	8	9	10 HOU	11 HOU
12 HOU	13 LAA	14 LAA	15 LAA	16	17	18
19	20	21	22	23	24	25
26	27 SEA	28 SEA	29 SEA	30		

## JULY

SUN	MON	TUE	WED	THUR	FRI	SAT
			1	2	3 LAA	4 LAA
5 LAA	6	7 ARZ	8 ARZ	9	10 SD	11 SD
12 SD	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27 NYY	28 NYY	29 NYY	30 NYY	31 SF	

## MAY

SUN	MON	TUE	WED	THUR	FRI	SAT
					1 OAK	2 OAK
3 OAK	4	5	6	7	8	9
10	11 KC	12 KC	13 KC	14 KC	15 CLE	16 CLE
17 CLE	18	19	20	21	22	23
24	25	26	27	28 BOS	29 BOS	30 BOS
31 BOS						

## AUGUST

SUN	MON	TUE	WED	THUR	FRI	SAT
						1 SF
2 SF	3 HOU	4 HOU	5 HOU	6	7	8
9	10	11	12	13	14 TB	15 TB
16 TB	17 SEA	18 SEA	19 SEA	20	21	22
23	24	25 TOR	26 TOR	27 TOR	28 BAL	29 BAL
30 BAL	31					

## JUNE

SUN	MON	TUE	WED	THUR	FRI	SAT
	1	2 CWS	3 CWS	4 CWS	5	6
7	8	9	10	11	12 MIN	13 MIN
14 MIN	15 LAD	16 LAD	17	18	19	20
21	22	23 OAK	24 OAK	25 OAK	26	27
28	29	30				

## SEPTEMBER/OCTOBER

SUN	MON	TUE	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11 OAK	12 OAK
13 OAK	14 HOU	15 HOU	16 HOU	17 HOU	18 SEA	19 SEA
20 SEA	21	22	23	24	25	26
27	28 DET	29 DET	30 DET	1-Oct LAA	2-Oct LAA	3-Oct LAA
4-Oct LAA						

**BLOCK ONE** April 3 thru April 29 11 events

**BLOCK TWO** May 1 thru May 16 10 events

**BLOCK THREE** May 28 thru July 5 18 games

**BLOCK FOUR** July 7 thru Aug 5 15 events

**BLOCK FIVE** Aug 14 thru Aug 30 12 events

**BLOCK SIX** Sept 11 thru Oct 4 17 events

2015 Season Total: 81 games  
1 pre-season  
2 concerts

You have 6 blocks to choose from. The blocks are color coded for your convenience. Non-Profit Groups must work all scheduled events within a block of games.

Wednesdays: Dollar Dog Day

Sundays: Dollar Ice Cream



**IMPORTANT INSTRUCTIONS FOR  
RETURNING YOUR 2015 CONTRACT PACKAGE**

Please complete the following:

**PLEASE PRINT ALL INFORMATION CLEARLY.** THESE FORMS ARE SCANNED AND SENT TO OUR CORPORATE OFFICES FOR PAYMENT PURPOSES

- **Non-Profit Group Agreement (All pages)**  
Make sure all pages are completed and initialed.
- **W-9 tax form (page 1 only)**
- **Direct Deposit Form: (1 page)**
  1. Leave Vendor number line blank. Fill in all other Vendor Information completely. Please include an e-mail address for the person who in charge (such as Treasurer, President of group etc.). This is the only way you will be notified when your check is sent to your bank.
  2. Fill in all Banking Information clearly and correctly.
  3. Fill in all lines under Authorization.
- **Letter of Intent to Provide Service (1 page)**

Total of 11 pages

Forward ALL the above Forms to Sportservice by:

**MAIL:**  
Metroplex Sportservice  
1090 Ballpark Way  
Arlington, TX. 76011  
Attn: Non-Profit Group Coordinator

**E-MAIL:**  
mrvivers@delawarenorth.com  
Must be a PDF file format.

If your contract is accepted you will receive a copy of that contract with our acceptance signature, by certified mail to the address listed in the contract package.

If you have any further questions, please feel free to contact the Non-Profit Group Coordinator at 817-795-8838, ext. 2016.

**2015 VOLUNTEER GROUP AGREEMENT TO PROVIDE  
CONCESSION OPERATION**

**UNIT NAME:** METROPLEX SPORTSERVICE, INC.  
**UNIT MANAGER:** SHAWN MATTOX

Hereinafter referred to as "Sportsservice"

Group Name: \_\_\_\_\_  
Group Contact: \_\_\_\_\_  
Group's Federal Tax Exempt I.D. Number: \_\_\_\_\_

Hereinafter referred to as "Group"

Group is contracted for operation of:

Concession Location: \_\_\_\_\_  
**Number of workers required: (min.)** \_\_\_\_\_ **(max.)** \_\_\_\_\_  
Commission percentage: \_\_\_\_\_ of net sales – Food & Non-alcoholic beverages  
Commission percentage: \_\_\_\_\_ of net sales – Alcoholic beverages

Concession Location: \_\_\_\_\_  
**Number of workers required: (min.)** \_\_\_\_\_ **(max.)** \_\_\_\_\_  
Commission percentage: \_\_\_\_\_ of net sales – Food & Non-alcoholic beverages  
Commission percentage: \_\_\_\_\_ of net sales – Alcoholic beverages

The 2015 contract covers the block(s) and date(s) checked below.

\_\_\_\_\_ Block #1 (April 10 thru April 29)      \_\_\_\_\_ Block #2 (May 1 thru May 17)  
\_\_\_\_\_ Block #3 (May 28 thru July 5)      \_\_\_\_\_ Block #4 (July 7 thru August 5)  
\_\_\_\_\_ Block #5 (August 14 thru August 30)      \_\_\_\_\_ Block #6 (Sept 11 thru October 4)

**PLEASE NOTE: Based upon attendance estimates and/or schedule changes,  
the number of events in your selected block(s) may increase or decrease.**

Work hours: Normally six (6) to ten (10) hours per event

**Reporting time:      Group Leaders:      4 hours prior to the published event time, unless  
otherwise instructed.**

**Group Workers:      3 1/2 hours prior to the published event time, unless  
otherwise instructed.**

ALL GROUP MEMBERS MUST BE:

ACCOUNTED FOR AND IN UNIFORM NO LATER THAN 1 HOUR PRIOR TO GAME TIME

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

Group Initials: \_\_\_\_\_ / Date: \_\_\_\_\_

Sportsservice : \_\_\_\_\_ / Date: \_\_\_\_\_

**THE GROUP REPRESENTS THAT IT IS A TAX EXEMPT, CHARITABLE OR NOT-FOR-PROFIT ENTITY AND THAT THE MEMBERS WHO WILL BE PERFORMING SERVICES FOR THE GROUP HEREUNDER ARE VOLUNTEERING THEIR TIME WITHOUT COMPENSATION OR INDIVIDUAL BENEFIT.**

1. For services rendered by the Group and its volunteers, Sportservice will make a donation to the Group on the basis of one of the following:
  - (A.) Food Concession Stand or Portable - One Block  
9.0% of Net Sales of Food & Non-Alcoholic Beverages  
6.5% of Net Sales of Alcoholic Beverages
  - (B.) Food Concession Stand or Portable – Two or More Blocks \*\*  
10.0% of Net Sales of Food & Non-Alcoholic Beverages  
7.5% of Net Sales of Alcoholic Beverages
  - (C.) Food Concession Stand – Upper Concourse - Blocks #1, #2, or #6.  
11.0% of Net Sales of Food & Non-Alcoholic Beverages  
8.5% of Net Sales of Alcoholic Beverages
  - (D.) Beer / Wine / Bar Stand or Portable  
10.0% of Net Sales of Food & Non-Alcoholic Beverages  
5.0% of Net Sales of Alcoholic Beverages

“Net Sales” means gross sales generated by Group less sales tax.  
“Alcoholic Beverages” are defined as any item that contains beer, wine, or liquor.

**\*\*Notice to all new groups** – A new group for terms of this agreement is defined as an organizations that did not work for Sportservice at Globe Life Park during the 2014 baseball season – if option B is selected, Group will be paid 9% of Net Sales until the completion of the Group’s second block. Upon completion of your second block, the additional 1% will be paid to the Group retroactively.

All calculations will be calculated on an inventory basis. An inventory will be conducted at the beginning and at the conclusion of each event by a representative of the Group and Sportservice.

All cash and/or inventory shortages equaling over ½ of 1% of gross sales will be deducted from the donation payable to the Group. Cash and/or inventory overages will not be paid.

Each concession location has a minimum number of employees required to effectively operate as determined by Sportservice, and defined on page 1 of this agreement. If the Group provides less than the minimum number of trained workers required for the stand without the consent of Sportservice Management, the donation will be subject to the following provisions:

- (A.) If Sportservice must provide employees to the Group to assist in operating the stand a charge of \$75.00 per employee provided will be deducted from the donation.

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

Group Initials: \_\_\_\_\_ / Date: \_\_\_\_\_

Sportservice : \_\_\_\_\_ / Date: \_\_\_\_\_

- (B.) If for any reason Sportservice has to provide more than 50% of staffing for the Group's concession location – Group will be billed the full expense incurred by Sportservice for staffing your stand.
- (C.) If Group fails to work a contracted event Group will be assessed a monetary penalty of \$75.00 per person based on the staffing requirements of Group's concession location.

2. All food and beverage products to be sold by the Group and all paper products used in its sale shall be provided by Sportservice at no cost to the Group. (The Group is specifically prohibited from bringing into its stand any food and beverage products or any paper or plastic products. Only cups approved by Sportservice may be brought into the stand.)
3. The Group must provide representatives who will act as Managers (Group Leaders) to attend a Sportservice Orientation/Training class. At least one of these managers must be present in the stand every time the group works. In no event shall any volunteers be permitted to work in a stand without the supervision by a representative who has undergone Sportservice training. In addition, the actual number of workers trained by Sportservice may be limited by Sportservice based on space availability.
4. Any member of the Group who will be dispensing, selling and/or serving alcohol MUST be TABC (Texas Alcoholic Beverage Commission) certified. TABC certification is available through on-site Sportservice training conducted at Sportservice's expense. Group members are welcome to obtain their certification elsewhere but they will have to bear the costs themselves. Proof of TABC certification must be on file in Sportservice's office, prior to the events a group member is present for.

TABC certifications are valid for two years, in the off or every other year each person that was certified the prior year (by way of example, in 2015 if TABC certified in 2014) must attend a mandatory Sportservice alcohol training class of one (1) hour to update procedures.

5. Sportservice will provide a Level Supervisor to assist with on-the-job training, and support at no charge to the Group.
6. At least one trained Group manager working in Sportservice operations must obtain, at the Group's expense, a Food Handlers Permit required by the City of Arlington, Texas.
7. The Group may permit each of its workers to consume one meal provided by Sportservice by use of the coupon provided daily during an event. Group members may drink a non-alcoholic beverages from cups provided by Sportservice or cups provided by the Group so long as they are 32 oz or less with a lid and are approved by Sportservice.
8. Credit will be allowed on all spoiled merchandise approved by Sportservice management, only. Excessive spoilage will be charged accordingly and the cost of spoilage will be deducted from the donation.
9. Sportservice will make an electronic credit to the Group's bank account within 25 days after the conclusion of each week, which ends on Sunday. The Group has ten (10) days after the receipt of payment to notify Sportservice in writing of any discrepancies in the donation.

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

Group Initials: \_\_\_\_\_ / Date: \_\_\_\_\_

Sportservice : \_\_\_\_\_ / Date: \_\_\_\_\_



The Group will ensure that:

All Group members working at the facility are at least 16 years old; those Group members dispensing, selling and/or handling alcoholic beverages are at least 18 years old as required by law; proof of age for minors must be provided to Sportservice. (Acceptable forms of identification are: A driver's license, A state issued identification card, a passport, a military identification card, a birth certificate accompanied by photo identification.)

- (A.) All Group members abide by the Sportservice work rules, a copy of which are attached and will be made available to all Group members.
- (B.) All Managers (Group Leaders) must attend Sportservice Orientation/Training classes as well as a TABC seller training course and/or a Sportservice alcohol training, defined in sections 3 & 4. All group managers must be TABC certified.
- (C.) All Group members follow specific operational directives given by the Sportservice managers.

**General Work Rules:**

- 10. Violation of any of the Sportservice work rules or any of the terms and conditions of this Agreement by any Group member may result in the immediate termination of this Agreement.
- 11. 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 must not disassemble or attempt to repair any equipment.** Sportservice will provide personnel for the above activities.

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.

- 12. Group will ensure that all Group members are in appropriate uniform which shall include both a shirt and hat provided by Sportservice. All hats provided will be at the Group's expense. Shirts must be returned to the uniform room at the end of each event. Failure to return all shirts will result in a \$25.00 per shirt deduction from the weekly donation check. The Group members must supply their own khaki slacks or khaki shorts (shorts must be no shorter than knee length), to be worn at the natural waistline.
- 13. NO T-SHIRTS, TANK TOPS, ATHLETIC WEAR, JOGGING SHORTS, SWEATS, BIKER SHORTS OR SANDALS WILL BE PERMITTED. NO DENIM BLUE JEANS WILL BE ALLOWED. Group members in the concession stand or on the concourse MUST be in uniform at all times. It is the responsibility of the Group leader to ensure that all members wear the required uniform and abide by Sportservice's uniform policy which includes (but not limited to):
  - (A.) All visible tattoos must be covered.
  - (B.) Beards and Mustaches must be neatly trimmed and extend no more than 1 inch.
  - (C.) Jewelry-earrings can be no larger than a quarter.

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

Group Initials: \_\_\_\_\_ / Date: \_\_\_\_\_

Sportservice : \_\_\_\_\_ / Date: \_\_\_\_\_

14. 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.
15. Cell phone use during operations is strictly prohibited. In case of emergency, call the Sportservice main office at (817) 795-8838 and the call will be transferred to your stand location and/or a supervisor will be notified. Personal belongings should not be brought to the concession stand. Lockers will be provided in the check-in area.
16. At the end of each event, Group is required to clean all equipment used such as: grills, counters, deep fryers, sinks, reach in coolers, all utensils, etc. Floors must be swept and mopped. All grease recovered from the grill traps must be placed in grease buckets picked up at the end of the event. Grease must not be disposed of in the drains. Failure to properly clean the stand may result in a cleaning charge of \$100.00 to be deducted from the donation.
17. Group acknowledges that Group and all Group members are considered agents of Sportservice by virtue of the Agreement. Group members will not receive compensation from Sportservice for their donation of services to Group. However, Sportservice shall be responsible for the conduct of Group members/volunteers as their conduct relates to the rules and regulations of the Texas Alcoholic Beverage Control Act.
18. Sportservice reserves the right to require termination or suspension of any Group member who (in the sole judgement of Sportservice) does not represent the best interests of Sportservice and its client with respect to the successful, responsible and satisfactory operation of concession activities at Rangers Ballpark in Arlington.
19. Sportservice is an Equal Opportunity Company and does not discriminate and will not permit discrimination against any Groups of 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.
20. The Group hereby agrees to indemnify and hold Sportservice and Ballpark Real Estate, L.P. and Texas Rangers Baseball Partners ("Sportservice's Landlords") 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;

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

Group Initials: \_\_\_\_\_ / Date: \_\_\_\_\_

Sportservice : \_\_\_\_\_ / Date: \_\_\_\_\_

- (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 Landlords 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 Landlords.**

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 facility) and that such coverages will be maintained throughout the term of this Agreement.

- (D) each individual group member will be required to sign a “Volunteer Release, Waiver and Indemnification Agreement” form.

21. This Agreement is terminable at any time by Sportservice in its sole discretion, by delivering to Group written notice of termination.
22. Group hereby grants permission to Sportservice to use photographs, videos, name and/or likeness on its Website, printed publications, or any other media without consideration, and acknowledges Sportservice’s right to crop or change the material, at its discretion. **Each individual group member will be required to sign “Consent to use name and likeness release.”** The Group also acknowledges that Sportservice may choose to use a photo or likeness at its own discretion at a later date. Sportservice reserves the right to discontinue the use of photos or likeness without notice.

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

Group Initials: \_\_\_\_\_ / Date: \_\_\_\_\_

2015 Volunteer Group Agreement to Concession Operation

Sportservice : \_\_\_\_\_ / Date: \_\_\_\_\_

Page 6 of 8

**2015 VOLUNTEER GROUP AGREEMENT TO PROVIDE  
CONCESSION OPERATION**

**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 below, and initials on all pages of this agreement 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 \_\_\_\_\_ and to so bind the Group to the Agreement.  
(NAME OF ORGANIZATION)

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

**Federal I.D. Number:** \_\_\_\_\_

**Accepted and agreed to by:** \_\_\_\_\_

**Title/Date:** \_\_\_\_\_

**Metroplex Sportservice, Inc.**

**Accepted and agreed to by:** \_\_\_\_\_

**Title/Date:** \_\_\_\_\_

**ALL DONATION PAYMENTS WILL BE MADE BY ELECTRONIC PAYMENT TO THE GROUP'S BANK ACCOUNT.  
PLEASE FILL OUT THE ATTACHED DIRECT DEPOSIT FORM AND RETURN WITH YOUR CONTRACT.**

**Designated Group address where donation statements are to be sent:**

**GROUP NAME:** \_\_\_\_\_

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_

**STATE, ZIP:** \_\_\_\_\_

**E-MAIL ADDRESS:** \_\_\_\_\_

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

Group Initials: \_\_\_\_\_ / Date: \_\_\_\_\_

Sportservice : \_\_\_\_\_ / Date: \_\_\_\_\_

**Additional Group Contacts:**

**NAME:** \_\_\_\_\_  
**DAYTIME PHONE:** \_\_\_\_\_  
**EVENING PHONE:** \_\_\_\_\_  
**CELL PHONE:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**NAME:** \_\_\_\_\_  
**DAYTIME PHONE:** \_\_\_\_\_  
**EVENING PHONE:** \_\_\_\_\_  
**CELL PHONE:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**NAME:** \_\_\_\_\_  
**DAYTIME PHONE:** \_\_\_\_\_  
**EVENING PHONE:** \_\_\_\_\_  
**CELL PHONE:** \_\_\_\_\_  
**EMAIL:** \_\_\_\_\_

**Any changes in Name, Address or Phone Numbers must be given to the Group Coordinator as soon as possible to avoid delay in payment.**

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

Group Initials: \_\_\_\_\_ / Date: \_\_\_\_\_

Sportservice : \_\_\_\_\_ / Date: \_\_\_\_\_



40 Fountain Plaza  
Buffalo, NY 14202-2285

**ACH PAYMENT FORM**

Please complete this form and return it to the requesting Delaware North Companies unit. All information will be maintained as strictly confidential.

**Vendor Information:**

VENDOR \_\_\_\_\_ NUMBER: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

VENDOR ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

EMAIL ADDRESS(ES): \_\_\_\_\_

(Remittance details will be sent via email with every ACH payment.)

PAYMENT TERMS (Please select one):

\_\_\_\_ Standard – Net 45 days via ACH.

\_\_\_\_ Expedited – Payment in 15 days via ACH, net of a 1.5% discount. If discounted payment is not made in 15 days, full payment will be made in 45 days.

**Vendor’s Bank Information:**

BANK NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

BANK ROUTING NUMBER (9 digits): \_\_\_\_\_

ACCOUNT TYPE (Check one): CHECKING \_\_\_\_\_ SAVINGS \_\_\_\_\_  
(Code 22) (Code 32)

**Authorization:**

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

AUTHORIZED NAME/TITLE: \_\_\_\_\_

---

(Do not write below this line.)

**FOR DNC CORP USE ONLY:**

BANK ACCOUNT PAYING FROM: \_\_\_\_\_

ACCOUNTING SIGNATURE: \_\_\_\_\_

INPUT BY: \_\_\_\_\_ DATE: \_\_\_\_\_



## Request for Taxpayer Identification Number and Certification

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

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <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) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below), and
4. 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 on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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### General Instructions

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

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

**What is FATCA reporting?** The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

**Note.** Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

**Exempt payee code.** Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

- G—A real estate investment trust
- H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940
- I—A common trust fund as defined in section 584(a)
- J—A bank as defined in section 581
- K—A broker
- L—A trust exempt from tax under section 664 or described in section 4947(a)(1)
- M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

# LETTER OF INTENT TO PROVIDE SERVICES

Please provide us with some background information on your organization and some insight on why your organization is looking to raise money.  
You made complete this page, or return the requested information on group letterhead. Use additional pages as needed.