



Attn: Megan Wolf
1513 E McFadden Ave
Santa Ana, CA 92705-4307
Phone: (714) 253-7711
Email: socal@riseagainsthunger.org
www.riseagainsthunger.org

Statement of Work ("SOW")

Invoice # 018883

Rise Against Hunger, Inc. is a US corporation (Delaware) and recognized by US Internal Revenue tax exempt IRS Code §501 (c)(3) charitable not for profit entity (#16-1541024)("RAH"), the mission of which is to end hunger in our lifetime by providing food and life-changing aid to the world's most vulnerable populations, by making a global commitment to mobilize the resources necessary to achieve this goal. One of the ways that RAH works to achieve its mission is by working with other interested parties to stage meal packaging events to create fortified, dehydrated, shelf-stable meals that are transported by RAH to identified areas of food insecurity (the "Meals"). RAH and the undersigned ("Host") have discussed Host's desire to sponsor such a meal packaging event, the details of which are set forth below (the "Event"):

Account Host: Rotary Club of Santa Ana

Date of Event: May 17, 2019

Set-up Date: May 17, 2019

Set-up Time: 10:00 AM Start Time: 11:00 AM

Special Terms Description:

Special Terms Amount:

Location of Event: Century High School

1401 S. Grand Ave

Santa Ana, CA 92705

Number of Volunteers: 50

Number Meals to be Packaged: 10,152

Pledge Received to Date:

Total Amount Due: USD\$ \$3,451.68
("the Contribution")

Square Footage of Space Required: 600

Number of 6 ft. Tables Required: 6

OR Number of 8 ft. Tables Required: 5

Donation Contact Information:

Lisa Scaglione

rotarylisas@gmail.com

714-308-4917

PO Box 11571 Santa Ana, CA 92711

A successful Event requires mutual and effective ongoing communication, Host-provided resources and RAH-provided experience, supplies and coordination. Host acknowledges that RAH is relying on this SOW in furtherance of its charitable purposes, and that each of RAH and Host will incur losses if this SOW is not honored. Therefore, in consideration of Host's promise to support the Event and the mutual covenants contained in this SOW, both above and below, RAH and Host agree as follows:

RISE AGAINST HUNGER WILL:

1. Identify a RAH employee to serve as the main point of contact for Host's Event, who will coordinate pre-Event logistics planning, coordination and communication to keep Host informed of all RAH activities relating to Host's Event.
2. Bring to the Event the necessary ingredients, equipment and supplies to conduct the Event and to allow Host's volunteers to create the Meals and package them appropriately for shipping and delivery by RAH.
3. Provide a highly interactive and energy-filled Event that engages and educates Host's volunteers.
4. Take the Meals from Host's Event and cause them to be shipped and delivered to individuals in need, in accordance with RAH's standard practices.
5. Communicate when the Meals packaged by Host's volunteers ship and the destination to which those meals have been shipped upon their shipment.
6. Maintain appropriate liability insurance coverage for the Event in an amount of at least USD \$1M per occurrence, acknowledging and understanding that the Event may include activities that can be physically strenuous or hazardous to anyone at the Event, including loading/unloading, packing, staging and shipping areas, and which can include forklifts and dollies transporting pallets, lifting bags of meal ingredients and Meals, and other activities inherent in manually assembling Meals.
7. Except to the extent caused by Host's or its employees' gross negligence or willful misconduct, or by the gross negligence or willful misconduct of anyone who is attending or participating in the Event on Host's behalf, indemnify and hold harmless Host for damages, costs, losses or injury to Host or its employees, agents, or volunteers resulting from the actions or inactions of RAH's employees or agents at the Event.

HOST WILL:

1. Remit the Contribution to RAH in full, by wire transfer, ACH, EFT or check/que negotiable in the United States made payable to Rise Against Hunger, in USD converted as of the date of the transfer of such funds to RAH, on or before the date of the Event specified above. All payments must reference the Event's Invoice number from the first page of this SOW to insure proper crediting of funds. If the number of Meals to be packaged at the Event equals or exceeds 100,000, 50% of the Contribution must be received by RAH not less than 60 days prior to the Event's date, or RAH reserves the right to terminate this SOW and cancel the Event.
2. Secure and make available for the time prior to, during and after the Event a site that is an indoor room of sufficient size in which to unload, set up, package, and re-load the ingredients/Meals, equipment and supplies necessary to conduct the event, that has adjacent parking or space at a nearby loading dock for RAH's vehicle to facilitate unloading and loading of the ingredients/Meals, equipment and supplies prior to, during and after the Event.
3. Insure that the Event site has available multiple, large rectangular banquet-type tables, in a number of tables specified by the Event's RAH employee.
4. If different from Host representative named above, identify an on-site Host representative, who may or may not be the same individual who has worked with the RAH employee prior to the Event, who MUST be present at the Event from not less than one (1) hour prior to the Event for set up and unloading, until after the conclusion of the Event when re-loading is completed.
5. Recruit the number of Host volunteers as specified above, at least 10% of whom are able and willing to exert significant physical strength to:
 - a. prior to the Event, unload from RAH's vehicle and set up the ingredients, equipment and supplies provided for the Event by RAH, some of which can weigh up to 50 lbs/22.68 kg;
 - b. at the conclusion of the Event, re-load the ingredients (now Meals), equipment and supplies from the Event back onto RAH's vehicle; and
 - c. if volunteers cannot be provided, host will secure temporary labor, at host's expense, to assist with set up and breakdown of event.
6. Accept responsibility to inform Host's volunteers, meal packagers, RAH personnel and all individuals attending the Event, at the commencement of the Event, of any required safety, emergency response and/or exit information

particular to the Event site, and any risk of injury associated by the occasion of their participation in the Event, and cooperate with RAH in securing consents to and/or waivers of this risk from all individuals who participate in the Event.

7. Maintain appropriate liability insurance coverage for the Event in an amount of at least USD \$1M per occurrence, acknowledging and understanding that the Event may include activities that can be physically strenuous or hazardous to anyone at the Event, including loading/unloading, packing, staging and shipping areas, and which can include forklifts and dollies transporting pallets, lifting bags of meal ingredients and Meals, and other activities inherent in manually assembling Meals.
8. Except to the extent caused by RAH or its employees' or agents' gross negligence or willful misconduct, Host will indemnify and hold harmless RAH for damages, costs, losses or injury to Host or its employees or agents.

RISE AGAINST HUNGER AND HOST BOTH WILL:

1. Agree that their relationship is that of independent contractors to each other, and not of joint ventures, partners, or any other relationship, and that Host's employees, volunteers, agents and Event attendees are not employees of RAH and are not entitled to any benefits granted to RAH employees.
2. Agree that this SOW is binding and may only be terminated by either party upon the giving of 14 days' prior written notice (if the Event is to have been held in the US) or 45 days' prior written notice (if the Event is to have been held outside of the US). If RAH has expended any sums particular to the Event due to postponement language and/or cancellation, RAH shall be entitled to recover those sums from Host.
3. Agree that the senior-most RAH employee or agent conducting the Event, upon arriving at the site provided for the Event and observing in good faith any condition or situation which might threaten the health, safety or security of RAH personnel or Event attendees, or the ingredients, equipment or supplies for the Event, has the right to postpone the Event until such time as Host may make other mutually satisfactory arrangements.
4. Agree that this SOW and their relationship is governed by the laws of the State of North Carolina, USA, without regard to its principles on conflicts of laws, that any action arising out of it that cannot be resolved by the parties must be brought in the United States District Court for the Eastern District of North Carolina, and that each waives any objection to an inconvenient forum, personal jurisdiction or subject matter jurisdiction.
5. Agree that the United Nations Convention on Contracts for the International Sale of Goods, the Uniform Law on the International Sale of Goods, and the UNIDROT Principles of International Commercial Contracts do not apply to this SOW or to the relationship created by it.
6. Agree that in the event that the number of Meals packaged at the Event does not equal the number of Meals Host would have been entitled to package based on the amount of Host's Contribution, then
 - a. If the cost of the unpackaged Meals remaining at the Event's conclusion is equal to or less than USD \$500, then RAH shall be entitled to retain and re-allocate that amount to RAH's "Pathways to End Hunger" initiatives; OR
 - b. If the cost of the unpackaged Meals remaining at the Event's conclusion is greater than USD \$500, then that amount shall remain "on account" with RAH in Host's name to be applied by Host to the Contribution required for a subsequent meal packaging event (that meets all of the minimum meal packaging requirements of RAH) that must be held by Host not later than 12 months from the date on which the Event is held; AND
 - c. Agree that if Host does not hold the subsequent event no later than 12 months from the date on which the Event is held, that those funds shall be retained and re-allocated by RAH to RAH's "Pathways to End Hunger" initiatives, and Host releases all rights to such funds.
7. Agree that RAH does not issue refunds of any type.

Please Note: As of 2/27/19, our SOW has changed materially. Please contact your local Community Engagement Manager with any questions.

Date of this SOW: May 6, 2019

Host

Rachel Cueva
Rachel Cueva (May 6, 2019)

Authorized Host Representative

Date: May 6, 2019

Rise Against Hunger, Inc.

Ashley Washington
Ashley Washington (May 3, 2019)

RAH Employee

Date: May 3, 2019