



Attn:

CA

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## Statement of Work (“SOW”)

**Invoice #** 036950

Rise Against Hunger, Inc. is a US corporation (Delaware) and recognized by US Internal Revenue tax exempt IRS Code §501 (c)(3) as a charitable not for profit entity (#16-1541024), the mission of which is growing a global movement to end hunger by empowering communities, nourishing lives and responding to emergencies. One of the ways that Rise Against Hunger 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 Rise Against Hunger to identified areas of food insecurity (the “Meals”). Rise Against Hunger 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”):

### Event Goal

### Event Date/Time

<b>Account Host:</b> Rotary Club of Mission Viejo <b>Number of Volunteers:</b> 60 <b>Number of Meals to be Packaged:</b> 20952	<b>Date of Event:</b> March 19, 2022 <b>Set-up Date:</b> March 19, 2022 <b>Set-up Time:</b> 7:00 AM <b>Start Time:</b> 9:00 AM
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### Event Details

### Event Donation

<b>Location of Event:</b> Norman P. Murry Center 24932 Veterans Way Mission Viejo, CA 92692  <b>Square Footage of Space Required:</b> 720.00 <b>Number of 6 ft. Tables Required:</b> 8 <b>OR Number of 8 ft. Tables Required:</b> 6	<b>Donation Contact Information:</b>   <b>Contribution Total for the Experience:</b> <b>USD\$ 7400.00</b> <b>Received to Date: \$ 50.00</b> <b>Total Amount Due: USD\$ 7350.00</b> (“the Contribution”)
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A successful Event requires mutual and effective ongoing communication, Host-provided resources and Rise Against Hunger-provided experience, supplies and coordination. Host acknowledges that Rise Against Hunger is relying on this SOW in furtherance of its charitable purposes, and that each of Rise Against Hunger 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, Rise Against Hunger and Host agree as follows:

### **RISE AGAINST HUNGER WILL:**

1. Identify a Rise Against Hunger 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 Rise Against Hunger 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 Rise Against Hunger.
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 facing hunger, in accordance with Rise Against Hunger'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 Rise Against Hunger's employees or agents at the Event.

### **HOST WILL:**

1. Remit the Contribution to Rise Against Hunger 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 Rise Against Hunger, 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 Rise Against Hunger not less than 60 days prior to the Event's date, or Rise Against Hunger 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 Rise Against Hunger's vehicle to facilitate unloading and loading of the ingredients/Meals, equipment and supplies prior to, during and after the Event.
3. Ensure that the Event site has available multiple, large rectangular banquet-type tables, in a number of tables specified by the Event's Rise Against Hunger 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 Rise Against Hunger 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 Rise Against Hunger's vehicle and set up the ingredients, equipment and supplies provided for the Event by Rise Against Hunger, 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 Rise Against Hunger'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, Rise Against Hunger 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 Rise Against Hunger 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 Rise Against Hunger or its employees' or agents' gross negligence or willful misconduct, Host will indemnify and hold harmless Rise Against Hunger 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 Rise Against Hunger and are not entitled to any benefits granted to Rise Against Hunger 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 Rise Against Hunger has expended any sums particular to the Event due to postponement language and/or cancellation, Rise Against Hunger shall be entitled to recover those sums from Host.
3. Agree that the senior-most Rise Against Hunger 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 Rise Against Hunger 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 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, that Rise Against Hunger has fulfilled its entire obligation under this SOW and that Host will pay to Rise Against Hunger, or if already paid, allow Rise Against Hunger to keep, the amount of Host's Contribution in excess of the number of meals actually packaged at Host's Event.
5. Agree that all donations toward Rise Against Hunger's meal packaging program will be used for the materials, operations, and logistics required to distribute Rise Against Hunger's meals to the people in communities we serve around the world. Rise Against Hunger will make a good faith effort to plan and facilitate a meal packaging event in coordination with donors or event hosts related to this funding, and will reserve all donations made to the meal packaging program for no less than 1 year for this purpose. Rise Against Hunger reserves the right to assign donations deposited more than 1 year previously to the materials, operations, and logistics required to distribute Rise Against Hunger's meals to the people in dire need of food in communities we serve around the world at the discretion of its management, in turn releasing any donation made from the conditionality of an event held in conjunction with the hosting organization or individual.
6. 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.
7. 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 UNIDROIT Principles of International Commercial Contracts do not apply to this SOW or to the relationship created by it.

**DATE OF THIS SOW:** Feb 24, 2022

Host:  <small>Christopher J. Skorina (Feb 24, 2022 02:45 PST)</small> Authorized Host Representative	Rise Against Hunger, Inc.:  <small>Cayman Hunter (Feb 22, 2022 11:45 PST)</small> Rise Against Hunger Employee
Date: Feb 24, 2022	Date: Feb 22, 2022