



## Stacy Sports Grill/Rise, Incorporated

### Operating Agreement

This Agreement is made and entered into this 1<sup>st</sup> day of January 2022, by and between -Stacy Sports Grill 6007 Stacy Trail, Stacy, Minnesota 55079 and Rise, Incorporated, 8406 Sunset Road NE, Spring Lake Park, Minnesota 55432 (hereinafter Rise).

#### I. Term

This Agreement shall commence upon the date stated above and will be revisited and reviewed yearly by Rise and the City of Stacy. This Agreement may be terminated by either party at any time with or without cause, by giving a 30-day written termination notice to the other party.

#### II. Services

Stacy Sports Grill hereby contracts with Rise to furnish workers to perform various cleaning and custodial duties at their location Monday through Friday, with exception of recognized holidays (see attached). Work will be performed from 9:00am to 10:30/10:45am each day. All supplies and work materials to perform tasks will be provided to Rise workers by Stacy Sports Grill.

#### III. Compensation

Stacy Sports Grill will pay Rise a rate of \$39.00 per hour. This rate includes all wages, employer payroll taxes including FICA, Workers' Compensation, etc. Transportation to and from. Contracted services stated herein are subject to Minnesota state sales tax and will be added to all invoices unless Rise receives a signed and completed Minnesota State Sales Tax Exempt Certificate prior to start date. Payment for services shall be made upon presentation of a claim. Terms will be Net 30 days total. Invoices will be prepared monthly.

\*Any revisions to the minimum wage adopted by the State of Minnesota, will impact a renewal or update to this Agreement.

#### IV. Independent Contractor

It is agreed by both parties that at all times and for all purposes hereunder, Rise (including its staff and workers) is an independent contractor and not an employee of Stacy Sports Grill.

#### V. Insurance

Rise will carry Worker's Compensation Insurance as required by law. Rise will not hold Stacy Sports Grill responsible for any work-related injury, unless caused by the negligence or willful misconduct of Stacy Sports Grill.

Stacy Sports Grill will keep the facility, including the contents, insured against loss of damage by fire, explosion and similar casualties. Stacy Sports Grill will not hold Rise responsible for damage or destruction of the facility or its contents regarding such casualties, unless caused by the negligence or willful misconduct of a Rise worker.

VI. Requirement of a Writing

All alterations, amendments, deletions or waivers of the terms of the Agreement shall be valid and enforceable only when they have been reduced to writing and duly signed by the parties.

VII. Entire Agreement


It is understood and agreed upon by the parties that the entire Agreement of the parties is contained herein, and that this Agreement supersedes all oral Agreements and negotiations between the parties relating to subject matter hereof. The parties hereto revoke any prior oral or written agreement between themselves and hereby agrees that this Agreement is the only and complete Agreement regarding the subject hereof.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands.

Stacy Sports Grill

Rise, Incorporated

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\_\_\_\_\_  
Lynn Noren, President

\_\_\_\_\_

Date

10/26/21  
\_\_\_\_\_  
Date



## **RISE 2022 HOLIDAY SCHEDULE**

Memorial Day*	Monday, May 30, 2022
Independence Day*	Monday, July 4, 2022
Labor Day*	Monday, September 5, 2022
Thanksgiving Day*	Thursday, November 24, 2022
Day after Thanksgiving	Friday, November 25, 2022
Christmas Eve	Friday, December 23, 2022
Christmas Day*	Monday, December 26, 2022