



VOLUNTEER PROGRAM AGREEMENT - 2024

Organization Name			
Organization Address City, State, Zip Code			
Organization Tax ID #			

Contact Name		
Contact Email / Phone		
Alt. Contact Name		
Alt. Contact Email / Phone		

The organization listed above (“Organization”) desires to participate in the Hersheypark Entertainment Complex Volunteer Program (“Program”) to raise funds for its sole benefit, subject to the terms and conditions of this Agreement.

1. PROGRAM REQUIREMENTS:

1.1 Organization must be a Pennsylvania non-profit organization, exempt from taxes under IRC §501(c)(3), or other applicable section subject to Hershey Entertainment & Resorts Company’s (“HE&R’s”) prior approval.

1.2 Organization agrees to provide active, regular members and/or volunteers of the Organization (“Organization Volunteers”) to provide certain services for select departments at the Hersheypark Entertainment Complex, which includes Hersheypark, Hersheypark Arena, Hersheypark Stadium, and GIANT Center (“Hersheypark Entertainment Complex”) in exchange for the charitable contributions set forth in Sections 2.1.2 and/or 2.2.2 of this Agreement. Organization Volunteers and coordinators cannot be employees of HE&R.

1.3 All Organization Volunteers must be 18 or older. Organization Volunteers must provide a valid photo identification card (e.g. driver’s license or Military ID card), upon the request of HE&R.

1.4 Organization Volunteers will be providing services at the Hersheypark Entertainment Complex to, and on behalf of, the Organization and for the sole purpose and benefit of raising funds for Organization. The services provided by Organization Volunteers are provided strictly in a voluntary capacity as a volunteer of Organization and not as an employee of HE&R. Organization Volunteers have no contractual agreement or understanding with HE&R regarding compensation or benefits and will not receive any salary, compensation, reimbursement, or other payment of any kind whatsoever and will not be provided any employment-type benefits, including, but not limited to, employment insurance programs or plans, worker’s compensation, unemployment compensation, vacations, or sick time. To the extent any court or agency determines that the Organization Volunteers are employees, the Organization unequivocally agrees that the Organization Volunteers are the employees of the Organization and not HE&R.

1.5 Each Organization Volunteer will receive training prior to providing services at the Hersheypark Entertainment Complex.

1.6 All Organization Volunteers providing services at the Hersheypark Entertainment Complex will be required to sign a Volunteer Release and Waiver Agreement and represent and warrant that they do not have a criminal record evidencing any of the crimes set forth on **Schedule A** that is attached to the Volunteer Release and Waiver Agreement.

1.7 Organization Volunteers will be required to comply with the Hersheypark Entertainment Complex’s Volunteer Appearance Standards (Organization Volunteers may not wear branded clothing); all applicable laws, governmental rules and regulations; HE&R’s Code of Conduct and Ethics (found at <http://www.hersheypa.com/about-hershey/corporate/who-we-are.php>); applicable policies and procedures and HE&R’s service standards.

1.8 Organization recognizes that the Hersheypark Entertainment Complex is a family-oriented facility of high quality, and that the conduct of the Organization Volunteers must, at all times, be suitable for a family-oriented facility attended by persons and children of all ages. Organization understands and agrees that Organization Volunteers will be removed from the Hersheypark Entertainment Complex if HE&R, in its sole discretion, determines they are not suitable for the Hersheypark Entertainment Complex.

2. VOLUNTEER OPTIONS AND CHARITABLE CONTRIBUTIONS:

2.1 Individual Volunteer Shifts for Designated Departments. Initial to select this option: _____

2.1.1 Individual Volunteer Shifts.

2.1.1.1 Organization desires to have its Organization Volunteers scheduled to provide services at one or more of the Hersheypark Entertainment Complex departments selected below (“Designated Departments”). Department descriptions are attached to this Agreement and are incorporated by reference.

- Food & Beverage Attractions Games Retail Parking Attendant Trams
 Guest Experience ZooAmerica Ushers Utility Entertainment

2.1.1.2 Organization Volunteers will be assigned to provide services for a predetermined three (3) to eight (8) hour shift (“Volunteer Shift(s)”). Breaks will be dependent on the length of the Volunteer Shift(s).

2.1.1.3 Organization understands and acknowledges that Designated Department assignments are subject to availability. In no event will HE&R be required to use Organization Volunteers, nor will Organization be entitled to receive any number of Volunteer Shifts. The Designated Department(s) will contact the Organization directly to schedule Volunteer Shifts on an as needed basis.

2.1.2 Charitable Contribution for Individual Volunteer Shifts.

2.1.2.1 HE&R will make the following charitable contribution to Organization for providing Organization Volunteers to provide services at Designated Departments (the “Individual Shift Contribution”):

- \$24.00 per Organization Volunteer for each assigned and performed three (3) hour Volunteer Shift.
- \$32.00 per Organization Volunteer for each assigned and performed four (4) hour Volunteer Shift.
- \$40.00 per Organization Volunteer for each assigned and performed five (5) hour Volunteer Shift.
- \$48.00 per Organization Volunteer for each assigned and performed six (6) hour Volunteer Shift.
- \$56.00 per Organization Volunteer for each assigned and performed seven (7) hour Volunteer Shift.
- \$64.00 per Organization Volunteer for each assigned and performed eight (8) hour Volunteer Shift.
- A predetermined number of admission tickets per Organization Volunteer for each assigned Volunteer Shift (Tickets”). Tickets will not be provided for any time spent by Organization Volunteers to complete any additional trainings for the Designated Departments. Tickets can only be used by one person, one time for either: one (1) regular, one-day admission to Hersheypark; one (1) regular, one-day admission to ZooAmerica; Hersheypark parking admission; or one vehicle entry (up to eight passengers) into Hershey Sweet Lights (Monday - Thursday), subject to the same rights and responsibilities as apply to other Hersheypark, ZooAmerica, or Hershey Sweet Lights guests. Tickets cannot be redeemed for cash and are not valid after the expiration date. **THE TICKETS CANNOT BE TRADED OR SOLD.**

2.1.2.2 Volunteer Shifts will be recorded by HE&R and except as otherwise set forth in Section 2.1.2.3, the Individual Shift Contribution will be calculated on a monthly basis, payable within thirty (30) days following the end of the immediately preceding month. Organization Volunteers must actually perform services for the assigned Volunteer Shift for Organization to be eligible to receive the Individual Shift Contribution, provided that if HE&R terminates the Volunteer Shift early, Organization will still receive the Individual Shift Contribution as if the entire Volunteer Shift was performed subject to Section 7.2 of this Agreement.

2.1.2.3 Organization hereby requests and authorizes HE&R to distribute the Tickets electronically to the Organization Volunteers individually at the completion of the applicable Volunteer Shifts. Organization and HE&R acknowledge and agree that the Tickets are part of the Individual Shift Contribution that HE&R will provide to Organization in exchange for Organization participating in the Program. Organization and HE&R further acknowledge and agree that Tickets shall not constitute compensation or payment of any kind to the Organization Volunteers.

2.1.3 **Cancellation.** In the event that a Volunteer Shift needs to be canceled by HE&R, HE&R will promptly notify Organization in accordance with this Section 2.1.3. When the Volunteer Shift is canceled more than 72 hours prior to the scheduled Volunteer Shift, Organization will be notified by email. When the Volunteer Shift is canceled less than 72 hours before the scheduled Volunteer Shift, Organization will be notified by telephone and email. In addition, if a Volunteer Shift is canceled less than 2 hours before the start of the scheduled Volunteer Shift, Organization will not receive the applicable Individual Shift Contribution set forth in Section 2.1.2.1, but will be provided one (1) Ticket per Organization Volunteer that was scheduled to provide services for the canceled Volunteer Shift. If a Volunteer Shift is canceled more than 2 hours before the start of the scheduled Volunteer Shift, Organization acknowledges that it will not receive the applicable Charitable Contribution set forth in Section 2.1.2 (which includes Tickets).

2.2 Organization Assigned Food & Beverage Stand (“F&B Stand”). Initial to select this option:

2.2.1 Requirements.

2.2.1.1 Organization will be assigned an F&B Stand based on the operational needs of the Hersheypark Entertainment Complex, which will be solely determined by HE&R.

2.2.1.2 Organization must provide, at a minimum, the number of Organization Volunteers HE&R designates for the assigned F&B Stand (“Volunteer Minimum”). If Organization fails to provide the Volunteer Minimum, HE&R may make a reasonable deduction, as determined solely by HE&R, from the Assigned F&B Stand Contribution set forth in Section 2.2.2. Each Organization Volunteer must volunteer a minimum of three hours at the F&B Stand per Operating Day (defined in Section 2.2.1.3).

2.2.1.3 Organization Volunteers will be assigned to an F&B Stand for an entire operating day(s) (each an “Operating Day”). Through email, HE&R will provide Organization with the hours for each Operating Day, the designated arrival time and location for Organization Volunteers, the F&B Stand closing time, estimated departure time, and the assignment details (including the Volunteer Minimum and the Assigned F&B Stand Contribution details, as defined in Sections 2.2.1.2 and 2.2.2). HE&R will not provide staffing for break coverage for Organization Volunteers. Organization is solely responsible for providing breaks for the Organization Volunteers as needed or as required by applicable laws and regulations while still maintaining the Volunteer Minimum throughout the entire Operating Day.

2.2.1.4 Organization Volunteers are expected to be on time to the designated arrival location. If Organization Volunteers are late, HE&R may make a reasonable deduction, as determined solely by HE&R, from the Assigned F&B Stand Contribution.

2.2.1.5 Organization understands and acknowledges that assigned F&B Stands are subject to availability. In no event will HE&R be required to use Organization Volunteers, nor is Organization guaranteed a minimum number of Operating Days. HE&R may change Organization’s assigned locations or Operating Day(s) as needed based on the operational needs of the Hersheypark Entertainment Complex. HE&R will provide notice to Organization of any such changes as soon as practicable.

2.2.1.6 Organization will provide HE&R with a final list of Organization Volunteers, any requests for reasonable accommodation for an Organization Volunteer, and an on-site point of contact 72 hours prior to the assigned Operating Day.

2.2.1.7 Organization Volunteers must keep the F&B Stand(s) neat, clean, in good repair, and use it in such a manner as not to be detrimental to Hersheypark Entertainment Complex guests or the operation of the Hersheypark Entertainment Complex. HE&R will complete inspections of the F&B Stand prior to and immediately following the Operating Day.

2.2.1.8 All food, beverage, and paper products used by the Organization for the operation of the Food Stand will be provided by HE&R at no cost to Organization. Organization may not change any products, portions, control techniques, or product prices.

2.2.1.9 Organization Volunteers may not accept tips or donations (monetary or otherwise) from guests, provide free product or services to guests, consume products at the F&B Stand, remove products from the F&B Stand, or apply unauthorized discounts.

2.2.1.10 Organization Volunteers must complete all closing tasks for the F&B Stand after the assigned F&B Stand closing time, which includes, but is not limited to, cleaning, disposing of all waste and trash, and setting up the F&B Stand for the next Operating Day. If the closing tasks are not completed, HE&R may make a reasonable deduction, as determined solely by HE&R, from the Assigned F&B Stand Contribution.

2.2.2 Charitable Contribution for Assigned F&B Stand(s).

2.2.2.1 HE&R will make the following charitable contribution to Organization for providing Organization Volunteers at the assigned F&B Stand(s) (“Assigned F&B Stand Contribution”):

2.2.2.1.1 The Assigned F&B Stand Contribution will consist of a percentage of the Net Sales (defined in Section 2.2.2.1.2) of the F&B Stand and a predetermined number of Tickets to be issued directly to the Organization. Tickets will not be provided for any time spent by Organization Volunteers to complete any additional trainings for the Designated Departments. Tickets can only be used by one person, one time for either: one (1) regular, one-day admission to Hersheypark; one (1) regular, one-day admission to ZooAmerica; Hersheypark parking admission; or one vehicle entry (up to eight passengers) into Hershey Sweet Lights (Monday – Thursday), subject to the same rights and responsibilities as apply to other Hersheypark, ZooAmerica, or Hershey Sweet Lights guests. Tickets cannot be redeemed for cash and are not valid after the expiration date. THE TICKETS CANNOT BE TRADED OR SOLD. In the event the percentage of the Net Sales is less than \$250.00, HE&R will make a charitable contribution to Organization that will consist of \$250.00 and the predetermined number of Tickets as set forth above for the applicable Operating Day.

2.2.2.1.2 For the purposes of the Assigned F&B Stand Contribution, the term “Net Sales” means all revenues generated from the sale of product at or from the F&B Stand during the Operating Day whether for cash or credit (“Gross Receipts”), less (i) the initial sales or reloading of HE&R gift cards, (ii) the amount of all refunds, credits, allowances, and other adjustments made to customers regarding any such product, (iii) any and all Federal, State and Local taxes imposed upon

the sale of the product and collected from customers; provided that the amount for the tax is added to the selling price; (iv) any credit card (Master Card, VISA, American Express, etc.) processing and administrative fees, chargebacks and refunds; and (v) Hersheypark season pass holder and HE&R employee discounts. Net Sales includes, without limitation, monies, HE&R gift card redemptions, or credit received from the sale of the product. Organization Volunteers agree to honor season pass holder discounts, HE&R employee discounts, and HERSHEY gift cards where and when applicable.

2.2.2.2 HE&R will complete the initial money reconciliation and product inventory (product inventory will not be completed if an HE&R supervisor is present during the Operating Day) at the F&B Stand(s) at the end of each Operating Day. HE&R will subsequently verify the initial money reconciliation and product inventory. Any overages or shortages identified when reconciling Organization's daily sales to related deposits may be adjusted in the distribution of the Assigned F&B Stand Contribution to Organization.

2.2.2.3 Each Operating Day will be recorded by HE&R and except as otherwise set forth in Section 2.2.2.4, the Assigned F&B Stand Contribution will be payable within forty-five (45) days of the Operating Day. Organization Volunteers must actually perform services for the assigned Operating Day for Organization to be eligible to receive the Assigned F&B Stand Contribution, provided that if HE&R terminates the Operating Day early, Organization will still receive the Assigned F&B Stand Contribution as if the entire Operating Day was performed subject to Section 7.2 of this Agreement.

2.2.2.4 Organization hereby requests and authorizes HE&R to distribute the Tickets electronically to the Organization Volunteer Coordinator at the completion of each Operating Day. Organization and HE&R acknowledge and agree that the Tickets are part of the Assigned F&B Stand Contribution that HE&R will provide to Organization in exchange for Organization participating in the Program. Organization and HE&R further acknowledge and agree that the Tickets shall not constitute compensation or payment of any kind to the Organization Volunteers.

6. **TERM:**

Unless terminated earlier as set forth herein, this Agreement shall commence on January 1, 2024 and end on December 31, 2024.

7. **ADDITIONAL TERMS AND CONDITIONS:**

7.1 **Indemnification and Release.** Organization agrees to indemnify, defend and hold HE&R and its affiliated and related entities, directors, officers, employees, agents, and contractors ("Released Parties") harmless from and against any and all claims, liability, injury, damage or expense incurred, including reasonable attorneys' fees (collectively referred to as "Claims") arising out of or related to (i) Organization's participation in the Program and (ii) any Claims made by any Organization Volunteer assigned to provide services during a Volunteer Shift. In addition, Organization agrees to release the Released Parties from and against any and all Claims of any kind that it or any Organization Volunteer has or may have in the future, arising out of or related to its participation in the Program. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

7.2 **Termination.** HE&R may refuse to allow any Organization Volunteer to volunteer at the Hersheypark Entertainment Complex and/or remove any Organization Volunteer from the Hersheypark Entertainment Complex at any time, with or without cause. Refusal or removal of an Organization Volunteer for cause and/or any violation of the terms and conditions of this Agreement by Organization or any Organization Volunteer may result in withholding of all or a portion of the Charitable Contribution set forth in Section 2.1.2 or 2.2.2 of this Agreement. Either party may terminate this Agreement at any time, with or without cause, upon written notice to the other party. Organization will be entitled to receive any contributions earned up through the date of termination.

7.3 **Limitation of Liability.** Neither party shall be liable to the other party for any special, indirect, incidental, consequential, punitive or exemplary damages, including, but not limited to, lost profits, even if such party has knowledge of the possibility of such damages.

7.4 **Jurisdiction and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties hereto consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in the Court of Common Pleas of Dauphin County, Pennsylvania or, if applicable, the United States District Court for the Middle District of Pennsylvania (Harrisburg division), and both parties consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.

7.5 **Assignment:** Neither party may assign or delegate its rights or duties under this Agreement without prior written approval of the other party.

7.6 **Waiver/Severability:** If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement. In case any provision in this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and such provision shall be ineffective only to the extent of such invalidity, illegality or unenforceability.

7.7 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties pertaining to the subject matter and it supersedes all prior contemporaneous agreements, representations and understandings of the parties. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by all parties. The headings herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

7.8 **Authority:** Each party represents that the person signing this Agreement has all right, power and authority to sign this Agreement on behalf of such party.

SIGNATURES ON NEXT PAGE

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Hersheypark Entertainment Complex Volunteer Program Agreement as of the last date written below.

Hershey Entertainment & Resorts Company

Organization

By:
Title:
Date:

By:
Title:
Date:

VOLUNTEER DEPARTMENT DESCRIPTIONS

Food & Beverage: Assist the food and beverage staff with prep work, basic cooking, and serving customers, while maintaining and assisting with general cleanliness and following proper food handling procedures. Organization Volunteers may be asked to handle cashless transactions and/or assist with the service of alcoholic beverages (RAMP training is required).

Attractions: This role supports the safe operation of the rides and attractions of Hersheypark. Based on assignment, this role may require the participant to work independently at smaller attractions or collaboratively support Hersheypark ride operators at larger attractions. Attractions volunteers will have direct contact with Hersheypark guests (including small children), and are expected to maintain a high degree of professionalism and guest service. Participants are required to attend a 5 hour Attractions training prior to their first shift within Hersheypark. Duties include but are not limited to enforcing attraction heights and other rider requirements, performing required attraction safety checks, performing work that is almost exclusively outdoors, and maintaining vigilance at all times. *Organization understands that Organization Volunteers who are prescribed and using medical marijuana are not permitted to volunteer in Attractions.

Games: Assist in operating games. All Organization Volunteers must handle cashless transactions and maintain general cleanliness of game areas. Most games require walking, standing, frequent bending, stretching, and/or lifting.

Retail: Stocking and maintaining cleanliness of shops, selling items to guests and handling cashless transactions.

Utility: Pick up trash in the Hersheypark midways and landscapes, maintain restrooms, restock paper products, empty trash cans, wipe counters, and pan and broom area. Wash down asphalt concrete walkways with fire hose, empty trash cans, wash sponsorship vehicles, and assist in cleaning Hersheypark and adjacent parking areas. Must be able to lift up to 30-40 lbs.

Guest Experience (Hersheypark and ZooAmerica Admissions): Greeting and welcoming guests to Hersheypark/ZooAmerica. Scanning various ticket types and season passes to ensure validity. Oversee exit operations and ensure guests have proper re-entry credentials when wishing to return to Hersheypark/ZooAmerica on the same day. Volunteers must be able to work at outdoor locations at Hersheypark/ZooAmerica and stand for the majority of their shift.

ZooAmerica: Animal exhibit interpretation, hands-on learning tables, animal encounters, and assisting with special events such as Creatures of the Night. Organization Volunteers will need to be comfortable speaking with guests.

Usher (GIANT Center and Hersheypark Stadium): Checking guests' tickets, showing guests to their ticketed seats, and overseeing a section during an event. Organization Volunteers may also operate an elevator and maintain access control at various locations to ensure only those guests with proper tickets/credentials enter and exit. Organization Volunteers may also assist with guest surveys and distributing promotional material.

Parking Attendant: Paid Parking Attendant (Toll Taker): Assist in collecting parking fees and identifying parking passes as guests enter the Hersheypark Entertainment Complex. Organization Volunteers must be able to handle money and be comfortable processing cash transactions without the use of a calculator or cash register.

Parking Lot Attendant: Assist with directing vehicles where to park in the various parking lots. Must be comfortable standing, repeated hand and arm movements, and with being around all types of moving vehicles. This role does not handle money.

Trams: Assist guests at tram stops with loading and unloading including wheelchairs and strollers. If trained, safely operate the tram shuttle transporting guests to their destination and effectively communicate information about the park via a PA system. Control traffic as needed in and around tram areas.

Entertainment: Greeting and welcoming guests at designated Entertainment locations within Hersheypark.

****Standard Working Conditions for all Departments:** Organization Volunteers must be able to stand for the entire Volunteer Shift and Organization Volunteers must be able to bend, stoop, and walk. Must be able to volunteer in a variety of weather conditions, including heat, cold, and inclement weather.