



HERSHEY ENTERTAINMENT COMPLEX VOLUNTEER PROGRAM AGREEMENT

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 Hershey 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 Hershey Entertainment Complex, which includes Hersheypark, Hersheypark Arena, Hersheypark Stadium, and Giant Center (“Entertainment Complex”) in exchange for the charitable contribution set forth in Section 3 of this Agreement. Organization Volunteers and coordinators cannot be employees of HE&R.
- 1.3 All Organization Volunteers must be 18 or older and represent and warrant that they do not have a criminal record containing any of the crimes set forth on **Schedule A**, which is attached to this Agreement. Organization Volunteers must provide a valid photo identification card, including his/her date of birth (e.g. driver’s license), upon request of HE&R.
- 1.4 Organization Volunteers will be providing services at the Entertainment Complex 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 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.
- 1.5 All Organization Volunteers that will be providing services at the Entertainment Complex will be required to sign a Volunteer Release and Waiver Agreement.
- 1.6 Organization Volunteers will be required to comply with the Entertainment Complex’s Volunteer Appearance Standards.

2. VOLUNTEER LOCATIONS AND TIMES:

2.1 Organization desires that its Organization Volunteers be scheduled to provide services at one or more of the Entertainment Complex departments selected below (“Designated Departments”). Department descriptions are included on the signature page of this Agreement and are incorporated by reference.

- Food & Beverage
 Attractions
 Games
 Retail
 Special Events
 Guest Experience
 ZooAmerica
 Ushers
 Utility
 Parking Attendant

2.2 Organization Volunteers will be assigned to provide services for a three (3), four (4), or five (5) hour shift (“Volunteer Shift(s)”). **BREAKS WILL NOT BE PROVIDED.**

2.3 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.

3. CHARITABLE CONTRIBUTION:

3.1 In exchange for Organization Volunteers providing services at the Entertainment Complex, HE&R will make the following contribution to Organization:

- 3.1.1 \$18.00 per Organization Volunteer for each assigned three (3) hour Volunteer Shift.
- 3.1.2 \$24.00 per Organization Volunteer for each assigned four (4) hour Volunteer Shift.
- 3.1.3 \$30.00 per Organization Volunteer for each assigned five (5) hour Volunteer Shift.
- 3.1.4 At least one (1) regular, one-day admission ticket to Hersheypark ("Park Tickets") per Organization Volunteer for each assigned Volunteer Shift. Each Park Ticket will provide one person with one-time, one day admission to Hersheypark, subject to the same rights and responsibilities as apply to any other park guest. The Park Tickets cannot be traded or sold.

3.2 Volunteer Shifts will be recorded by HE&R and except as otherwise set forth in Section 3.3, the contribution set forth in Section 3.1 above will be calculated on a monthly basis, payable within fifteen (15) 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 contribution, provided that if HE&R terminates the Volunteer Shift early, Organization will still receive the contribution as if the entire Volunteer Shift was performed subject to Section 5.2 of this Agreement.

3.3 Organization hereby requests and authorizes HE&R to distribute the Park Tickets set forth in Section 3.1.4 directly to Organization Volunteers at the completion of the applicable Volunteer Shifts. Organization and HE&R acknowledge and agree that the Park Tickets are part of the contribution set forth in Section 3.1 that will be provided to Organization by HE&R in exchange for Organization participating in the Program. Organization and HE&R further acknowledge and agree that the Park Tickets will be distributed to Organization Volunteers solely as a convenience to Organization and that the Park Tickets shall not constitute compensation or payment of any kind to the Organization Volunteers.

4. **TERM:** Unless terminated earlier as set forth herein, this Agreement shall commence on April 1, 2018 and end on March 31, 2019.

5. ADDITIONAL TERMS AND CONDITIONS:

5.1 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 Claim made by any Organization Volunteer assigned to provide services during a Volunteer Shift. In addition, Organization agrees to release the Released Parties from an 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.

5.2 Termination. HE&R may refuse to allow any Organization Volunteer to volunteer at the Entertainment Complex and/or remove any Organization Volunteer from the Entertainment Complex at any time, with or without cause. Refusal or removal of an Organization Volunteer for cause may result in withholding of the contribution set forth in Section 3.1 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.

5.3 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.

5.4 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.

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

5.6 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.

5.7 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.

5.8 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 AND VOLUNTEER DEPARTMENT DESCRIPTIONS ON NEXT PAGE

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

Hershey Entertainment & Resorts Company

Organization

By: Kevin M. Stumpf
Title: VP, Sports & Attractions
Date:

By:
Title:
Date:

VOLUNTEER DEPARTMENT DESCRIPTIONS

Food & Beverage: Assist catering staff with special group meals; assist in restaurants with prep work, basic cooking, serving customers, and maintaining general cleanliness. Some Organization Volunteers may be asked to handle money. Year round shifts are available.

Attractions: Assist operators at major rides, operate easy-to-run rides, enforce height restrictions and other safety guidelines, and sweep and maintain general cleanliness of ride area. Must be able to lift approximately 25-30 lbs. several times a day.

Games: Assist in operating games; all Organization Volunteers must handle money and most games must be accessed by climbing in and out of two to three feet counters.

Retail: Stocking and maintain cleanliness of shops, selling items to guests and operating a cash register.

Utility: Pick up trash in the Hersheypark midways and landscapes. Wash down asphalt concrete walkways with fire hose, empty trash cans, wash sponsorship cars, and assist in cleaning the Hersheypark and adjacent parking fields. Must be able to lift up to 30-40 lbs.

Guest Experience (Used at ZooAmerica Guest Services Only): Will need to be able to work in outdoor location at Hersheypark/ZooAmerica bridge. Handstamp and record guests entering ZooAmerica from Hersheypark. Ensure guests returning to Hersheypark from ZooAmerica have the proper handstamp.

ZooAmerica: Animal exhibit interpretation, hands-on learning tables, animal encounters, and assisting with special events such as Creatures of the Night and Scout Days. 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.

Special Events (Treatville during Hersheypark In The Dark): Set up, prepare and give out candy to guests as they walk through Treatville during our Halloween events. Organization Volunteers will also control the entry to the area and ensure that guests only come through one time per day.

Parking Attendant: Assist in collecting parking fees and identifying parking passes as guests enter the Hershey 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.

****Standard Working Conditions for all Departments:** Organization Volunteers must be able to stand for 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.

SCHEDULE A

1. Any Records involving Violence or Criminal Sexual Offenses with Dispositions of:

- Guilty
- Convicted
- Pending Disposition
- No Contest / Nolo Contendre

2. Any Felony Records involving Drugs or Dealing of Drugs (one or more within seven years) with Dispositions of:

- Guilty
- Convicted
- No Contest / Nolo Contendre

3. Any Felony Records that do not involve crimes of Violence, Criminal Sexual Offenses or Drugs (one within the past year or two or more within seven years) with Dispositions of:

- Guilty
- Convicted
- No Contest / Nolo Contendre

4. Any Misdemeanor or Felony Records with an Outstanding Warrant