



Great American Green Fest  
 MASTER MERCHANT PARTICIPATION AGREEMENT  
 By and Between  
 Mazza Vineyards, Inc.,  
 And

Note: GGAF Policies attached hereto are part of this contract.

Merchant Name: \_\_\_\_\_  
 Business Name: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone (Home): \_\_\_\_\_  
 Phone (Cell): \_\_\_\_\_  
 Email: \_\_\_\_\_  
 Web Site: \_\_\_\_\_

Tent Size or Space Required:

**This contract has been written for Non-profit Exhibitors only.**  
 Any non-profit organization that is established for the purpose of raising public awareness of green issues.  
 Fee - \$50.00

This Agreement, dated as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is made by and between Mazza Vineyards, Inc. trading as the Great Green America Fest, and as Mount Hope Estate & Winery, **2775 Lebanon Road Manheim, PA 17545**, hereinafter sometimes referred to as the "GGAF" and the MERCHANT whose name appears above

This Agreement pertains to the proposed participation in the GGAF by MERCHANT held on the grounds of Mount Hope Estate & Winery.

GGAF and MERCHANT, intending to be legally bound hereby, agree as follows:

1. **Compliance.** MERCHANT shall, at all times, abide by and be in full compliance with the terms and conditions of this and all other agreements made with the GGAF.
2. **Independent Concessionaire/Contractor Status.** MERCHANT acknowledges that the relationship between the GGAF and MERCHANT is that of an Independent Concessionaire. Neither MERCHANT nor the GGAF shall hold their relationship out, for any purpose whatsoever, as that of employer/employee or otherwise than as Independent Concessionaire/Contractor.
3. **Indemnity.** MERCHANT agrees that MERCHANT shall assume the full and sole responsibility for injury to the person or property of others, including employees, agents, family members, etc. which shall occur by reason of MERCHANT'S involvement or participation in the GGAF. It is the intention, understanding and agreement of MERCHANT and the GGAF that the GGAF shall incur no liability whatsoever to, or on account of MERCHANT or MERCHANT'S employees or agents, arising out of MERCHANT'S participation in or association with the GGAF. MERCHANT has, therefore, agreed to indemnify Mazza Vineyards, Inc. with respect to any injury, loss, damage or claim arising, in any way whatsoever, and from MERCHANT'S participation in or involvement with the GGAF. Accordingly, the GGAF shall not be liable to MERCHANT, MERCHANT'S family, including any minor children, nor to MERCHANT'S employees, agents, nor to any other person, including GGAF patrons or otherwise, for (1) any act, of

or by MERCHANT or MERCHANT'S employees or agents on GGAF property, whether or not in the conduct of the activities contemplated hereby, or (2) for any damages to, or loss of, any personal property on GGAF property, or (3) for damages or losses suffered by reason of the conduct of any person on GGAF property, including but not limited to other MERCHANTS, participants, GGAF patrons and any other person or persons who may be on GGAF property, or (4) for damages or losses suffered to MERCHANT'S person or property or the person or property of any agent or employee of MERCHANT from any other cause whatsoever.

MERCHANT hereby agrees to indemnify and hold harmless Mazza Vineyards, Inc., its officers, directors, employees and agents from any and all claims or other liabilities arising out of the foregoing, as well as costs, including legal fees, which may be expended by Mazza Vineyards, Inc., defending any such claims or threatened liabilities.

MERCHANT further agrees to provide insurance in an amount reasonably requested by Mazza Vineyards, Inc. and, in any case, not less than \$300,000 per incident and blanket coverage of \$1,000,000 to cover the provisions and intent of this Paragraph. Such insurance shall name Mazza Vineyards, Inc. as an additional insured. Sixty days prior to the start of any Festival or GGAF season, a Certificate of Insurance covering the provisions of this Paragraph 9 shall be delivered to the GGAF, which Certificate shall state that Mazza Vineyards, Inc. shall first receive 30 days notice prior to cancellation of MERCHANT'S policy by the Insurer. MERCHANT'S failure to provide such insurance shall terminate MERCHANT'S privileges of participating in the GGAF.

4. Taxes. MERCHANT is responsible for any payroll, social security, sales or other taxes that MERCHANT may incur or be responsible for the collection of as a result of the activities contemplated hereunder.

5. Safety, Courtesy and Compliance with Laws. At all times, MERCHANT agrees to operate MERCHANT'S business and any concessions granted hereby in a safety-first and always-courteous manner. MERCHANT further agrees to operate, in every respect, in full compliance with all local, state and federal laws and regulations.

6. Photographs, Video, Etc. MERCHANT understands and agrees that, during the course of the GGAF, the MERCHANT might appear in photographs, video, film, recordings and the like in connection with MERCHANT'S participation at the GGAF. MERCHANT hereby consents to the use of any such audio or visual portrayal of the MERCHANT or the MERCHANT'S structure by the GGAF for advertising, promotional or any other purposes, and agrees that any of such portrayals shall, thereafter, become the sole property of the GGAF for use thereafter. MERCHANT further agrees to comply with any reasonable requests of the GGAF for MERCHANT to assist in the public relation activities of the GGAF while on the GGAF site.

MERCHANT will not use, publish or display the name, or any logos, trademarks or service marks of the GGAF, or any names, logos, trademarks or service marks which are similar thereto, without the express written permission of the GGAF.

IN WITNESS WHEREOF, the GGAF and MERCHANT have hereto signed this Agreement as of the date first set forth above with the intention of being legally bound hereby.

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For GGAF

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MERCHANT

## POLICIES AND PROCEDURES OF THE GREAT GREEN AMERICA FEST

The GGAF reserves the right, in its sole discretion, to dismiss any Participant for dangerous, inappropriate or unbecoming conduct that the GGAF believes is inconsistent with the goals and objectives of GGAF as an entertainment event of the highest professional caliber.

### **1. Participant and Complimentary Passes:**

All GGAF participants will receive four (4) passes for the sole use of employees. All GGAF participants are required to display their individual passes

**2. Camping On Site:** Campground privileges are limited to those Participants with specific written permission. For information on camping please contact Butch Smitley at [bellaspoppy2@dejazzd.com](mailto:bellaspoppy2@dejazzd.com) or via cell phone at 717-203-5364 Monday through Friday 9:00 a.m. to 5:00 p.m.

**3. Pets:** As a rule, pets are not permitted on the GGAF grounds. Any Participant wishing to bring a pet on site must obtain prior written approval, from the Merchant Coordinator. Pets, unless a part of a performing act, are never permitted on the GGAF grounds during a GGAF day. Anyone who has specific written permission to have a pet on the grounds on non-GGAF days must keep the animal appropriately caged, penned or leashed at all times.

Participants must assume all responsibility for their pets. Pet droppings must be cleaned up immediately and disposed of properly. Violations will result in the withdrawal of pet privileges.

**4. After Hours Policy:** There are to be no unauthorized persons on the GGAF grounds after hours. The Mount Hope Estate grounds are private property and are absolutely closed to the public except during posted hours. There are to be no unauthorized Participant sponsored gatherings or parties of any sort on the GGAF Grounds. Open fires are not permitted by the order of the Fire Marshall. You will be required to show your participant pass every time you enter the grounds. After hours a security checkpoint will be stationed at the participant entrance.

**5. Change And Check Cashing Policy:** All MERCHANT/Participants must come prepared with sufficient cash and change banks. The GGAF does not carry extra change and will decline any request to make change. GGAF policy is to never cash personal or third party checks for any person at any time.

**6. Trash:** The GGAF utilizes a park wide recycling policy. All trash must be separated by commingled trash, cardboard, and food and wet waste. The GGAF will provide trash pick on the performance evenings. All trash must be suitably bagged and placed next to regular GGAF trash receptacles.

Any trash from a Merchant's normal operations accumulated prior to the start of the GGAF is the responsibility of the Merchant to remove, take directly to and neatly placed in the compactor as supplied or commingled receptacles.

**7. Alcohol Consumption/ Illegal Substances:** The consumption of any alcoholic beverage by any MERCHANT prior to or during a GGAF day is strictly prohibited. The legal age for consumption of alcoholic beverages is 21 years of age and any one under legal age who consumes alcoholic beverages on Mt. Hope property at any time will immediately lose all GGAF privileges. Anyone supplying alcoholic beverages to any person shall likewise be punished with immediate loss of GGAF privileges. The use/possession of an illegal substance on Mt Hope property by any one at any time is strictly prohibited. Any violation of this paragraph will not only result in the automatic termination of the violator's privileges to participate in the GGAF, notice of the violation will be promptly reported to the proper legal authorities.

**8. Vehicle Weight Restrictions:** No Participant vehicles 16 feet in length and no more than 1 rear axle. If you have further questions, please contact [Ron@parenfaire.com](mailto:Ron@parenfaire.com) Maintenance Supervisor.

**9. Parking Permits:** Permits will be issued to Merchant and must be displayed by hanging on the rear view mirror so that it is visible to security and GGAF personnel. Parking at the GGAF is at the risk of the Participant. The GGAF is not responsible for any theft of or damage to any participant's car or its contents while on GGAF'S property. The speed limit on Faire grounds is restricted to 7mph at all times. Violators of this rule risk loss of participant parking privileges. All Pennsylvania traffic laws apply while on Faire grounds. All vehicles must be removed from the public areas of the performance site an hour before GGAF . At the end of a performance day, the Entrance vehicle gate will not open any sooner than 30 minutes after closing. Vehicles may not start lining up at the entrance gate any sooner.

#### **9. MERCHANT Participation**

***MERCHANTS are required to be on grounds and set-up to open at:***

Friday, May 2, 2008 – 8:30  
Saturday, May 3, 2008 – 10: 30  
Sunday, May 4, 2008 – 10:30

***MERCHANTS are required to have their exhibit staffed until:***

Friday, May 2, 2008 – 3:00  
Saturday, May 3, 2008 – 8:00  
Sunday, May 4, 2008 – 8:00

NOTE: You may drive onto the grounds directly to your exhibit until one hour prior to the festival start time. At this point the gates will be locked and you must enter the grounds on foot. GGAF will not provide carts, hand trucks or manpower to assist you to your exhibit.

Friday, May 2, 2008 – 8:00  
Saturday, May 3, 2008 – 10:00  
Sunday, May 4, 2008 – 10:00

#### **10. Merchant Set-up and Breakdown:**

***The GGAF's designated set-up times for 2008 are as follows:***

**Tuesday, April 29, 2008 – 4 p.m – 8 p.m.**  
**Wednesday, April 30, 2008 – 4 p.m – 8 p.m.**  
**Thursday, May 1, 2008 – 8 a.m. – 4 p.m.**

Please note: Due to the length of the GGAF's performance schedule on Friday, Saturday, and Sunday, all vendors will be allowed to exit at the conclusion of performances at main stages with the assistance of the GGAF's maintenance staff and vendor coordinator. MERCHANTS will Not be allowed to drive onto the grounds prior to the conclusion of the final performance and GGAF staff deems it safe for MERCHANTS to enter.