

MAZZA VINEYARDS, INC.

2775 Lebanon Road, Manheim, PA 17545
EIN: 25-1235652

STORAGE CONTAINER LICENSE AGREEMENT

"The Farm" – 2773 Mountain Road

1. PARTIES

This Storage Container License Agreement ("Agreement") is entered into as of the date signed below, by and between:

Licensor: Mazza Vineyards, Inc., a Pennsylvania corporation, with its principal place of business at 2775 Lebanon Road, Manheim, PA 17545 ("Licensor").

Licensee: The undersigned artisan, performer, or merchant ("Licensee"), whose contact information and trailer/equipment description appear in Section 3 below.

2. PREMISES

The storage space is located at 2773 Mountain Road ("The Farm"). The Farm is a working agricultural and operational property. The specific space assigned to Licensee is designated at Licensor's sole discretion and is subject to change upon reasonable notice. Space is available on a FIRST-COME, FIRST-SERVED basis. Execution of this Agreement does not guarantee space availability. Licensor will confirm space assignment in writing prior to Licensee delivering any items to the property.

3. LICENSEE & STORED PROPERTY INFORMATION

Licensee Full Name	
Business / Trade Name	
Mailing Address	
Phone Number	
Email Address	
Container Type / Make / Model	
Container Serial / ID #	
Color / Exterior Markings	
Overall Dimensions (L x W x H)	
Description of Contents	

4. TERM

This Agreement is effective upon execution by both parties and continues for the storage period selected below:

SELECT	Storage Period	Annual Fee	Due
☐	Year-Round Storage (January 1 – December 31)	\$1,200.00	Upon signing
☐	Season Storage (July 1 – December 31)	\$750.00	Upon signing

Fees are non-refundable when the Agreement is executed. The Agreement does not automatically renew; Licensee must execute a new Agreement for any subsequent storage period.

5. LICENSE FEE & PAYMENT

The license fee set forth in Section 4 is due and payable in full upon execution of this Agreement. Checks should be made payable to Mazza Vineyards, Inc. Licensor reserves the right to deny access to stored property in the event of non-payment. Fees are not prorated across the period of the agreement

A returned check fee of \$35.00 will be assessed for any dishonored payment.

6. USE OF PREMISES – STORAGE ONLY

The storage space is licensed solely for the placement and storage of a moveable, self-contained storage container (such as a portable storage unit, enclosed trailer used exclusively for storage, or similar enclosed portable structure) along with its contents, as described in Section 3 above. ALL items stored on the premises MUST be contained within such a moveable storage container at all times. No items, equipment, inventory, props, signage, or other materials may be stored, staged, or left outside of or unenclosed by the designated storage container. The following restrictions apply absolutely and without exception:

- **NO CAMPING.** The Licensee, their employees, agents, family members, or any other persons are strictly prohibited from using any storage container, vehicle, equipment, or any area of The Farm for overnight sleeping, camping, habitation, or any residential purpose whatsoever. This restriction applies at all times, including during Pennsylvania Renaissance Faire event weekends.
- No cooking, open flames, or fires of any kind on the premises, except as expressly permitted in writing by Licensor.
- No alterations, improvements, or modifications to any structures, grounds, or utilities on the property.
- No storage of hazardous materials, flammable liquids (beyond typical trailer fuel tanks), ammunition, explosives, or illegal substances.
- No subletting or granting of access to the storage space to any third party without prior written consent of Licensor.
- No commercial activity, sales, or operations of any kind conducted from or at the storage space.
- Licensee's access to The Farm is limited to the storage space area and designated access routes only. Other areas of the property are off-limits without express written permission.

Violation of any provision of this Section shall constitute grounds for immediate termination of this Agreement without refund, and removal of Licensee's property at Licensee's expense.

7. ACCESS

Licensee shall have reasonable access to the storage area during daylight hours. Licensor may impose access restrictions during event periods, operational blackout dates, or for maintenance, safety, or security reasons, and will provide reasonable advance notice where practicable. Licensor may install security measures, gates, or locks at its sole discretion. Licensee will be provided with access credentials appropriate to the security measures in place.

8. INSURANCE – REQUIRED

Licensee shall obtain and maintain, at Licensee's sole cost and expense, throughout the term of this Agreement, the following insurance:

- Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- Such policy shall name Mazza Vineyards, Inc. as an Additional Named Insured.
- Such policy shall provide for at least thirty (30) days' advance written notice to Licensor prior to cancellation or material modification.

Licensee shall provide Licensor with a Certificate of Insurance evidencing the required coverage, naming Mazza Vineyards, Inc. as Additional Named Insured, prior to delivering any property to The Farm. Licensor may terminate this Agreement immediately if valid insurance is not maintained throughout the term.

9. CONDITION OF STORED PROPERTY

Licensee represents that the storage container is structurally sound, weathertight, moveable, and in safe condition, and that all contents are fully enclosed within the container at all times. The container shall be free of leaks, infestations, or other conditions that may cause damage to the property or neighboring stored items. Licensee agrees to promptly remediate any such conditions upon notice from Licensor. Licensor reserves the right to require removal of any container or contents that pose a risk to the property or other licensees' property, or that fail to comply with the enclosed-container requirement.

10. LICENSOR'S LIABILITY – LIMITATION

LICENSOR PROVIDES THIS STORAGE SPACE ON AN "AS-IS" BASIS. LICENSOR SHALL NOT BE LIABLE FOR ANY LOSS, THEFT, DAMAGE, OR DESTRUCTION OF LICENSEE'S TRAILER, EQUIPMENT, OR CONTENTS THEREOF, REGARDLESS OF CAUSE, INCLUDING BUT NOT LIMITED TO FIRE, FLOOD, WEATHER, VANDALISM, OR THEFT. LICENSEE STORES PROPERTY AT LICENSEE'S OWN RISK. LICENSOR'S TOTAL LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE LICENSE FEE PAID FOR THE THEN-CURRENT TERM.

11. INDEMNIFICATION

Licensee shall indemnify, defend, and hold harmless Mazza Vineyards, Inc., its officers, directors, employees, agents, and successors (collectively, "Indemnified Parties") from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (a) Licensee's use of the storage space; (b) any breach of this

Agreement by Licensee; (c) any act or omission of Licensee, its employees, contractors, or guests on the property; or (d) any claim by a third party arising from Licensee's stored property.

12. REMOVAL AT EXPIRATION

Upon expiration or termination of this Agreement, Licensee shall remove all stored property from The Farm within five (5) days. If Licensee fails to remove property within this period, Licensors may treat the property as abandoned, and may remove, store, or dispose of such property at Licensee's expense, without further notice and without liability to Licensors.

13. TERMINATION

Either party may terminate this Agreement upon fourteen (14) days' written notice to the other party. Licensors may terminate this Agreement immediately and without prior notice in the event of: (a) any violation of Section 6 (Use of Premises); (b) Licensee's failure to maintain required insurance; (c) Licensee's failure to pay the license fee; or (d) any conduct by Licensee that Licensors reasonably determines poses a risk to persons or property. No refund of the license fee shall be due upon termination for cause.

14. NOTICES

All notices under this Agreement shall be in writing and delivered by hand, email (with confirmation of receipt), or U.S. Mail to the addresses set forth in this Agreement. Notice to Licensors shall be directed to the attention of: Management, Mazza Vineyards, Inc., 2775 Lebanon Road, Manheim, PA 17545.

15. GENERAL PROVISIONS

- Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to storage at The Farm and supersedes all prior oral or written representations.
- Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.
- Amendments. No amendment or modification of this Agreement shall be effective unless in writing and signed by both parties.
- Waiver. Failure by Licensors to enforce any provision of this Agreement shall not constitute a waiver of Licensors' right to enforce such provision in the future.
- Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- No Lease; License Only. This Agreement creates a license only and does not create a lease, tenancy, or any real property interest in favor of Licensee.

MAZZA VINEYARDS INC.
STORAGE CONTAINER LICENSE AGREEMENT
"The Farm" – 2773 Mountain Road

SIGNATURES

By signing below, the parties acknowledge that they have read, understand, and agree to the terms of this Agreement.

LICENSEE

Signature: _____

Printed Name: _____

Title / Trade Name: _____

Date: _____

LICENSOR – MAZZA VINEYARDS, INC.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR OFFICE USE ONLY | Space Assigned: _____ | Insurance Verified: ☐ Yes
Payment Received: ☐ Check ☐ Other | Date: _____