

Ticket Sales Consignment Agreement – Corporate Code Online Only



PARTIES:

PARK:

CONSIGNEE:

Splish Splash Waterpark	Company Name: AHRC Nassau
2549 Splish Splash Drive	Address: 189 Wheatley Rd.
Calverton, NY 11933	City/State/Zip Code: Brookville, NY 11545
Contact Name: Claire Smith	Contact Name: Laura Franzen
phone: 631-727-3600x234 fax: 631-727-0594	Telephone: 516-293-2016 ext. 5621
Email: Claire.smith@palaceentertainment.com	Email: LFRANZEN@AHRC.ORG

GENERAL TERMS:

Ticket Type	Price	Corporate Code* (see section 4 below) Park will provide code
General Admission	37.00	
Under 48" Tall & Srs.	30.00	

CONSIGNMENT TERM is limited to one (1) park season, specifically: From: May 26, 2018 to Sept 3, 2018.

By signing below, Consignee acknowledges understanding and agreement to all of the Terms & Conditions herein.

CONSIGNEE:

Signature: Laura Franzen

Date: 5/24/18

I am an authorized representative of my organization.

Print Name and Title: Laura Franzen

TERMS & CONDITIONS

- Consignee Obligations:** Consignee shall not engage in: (i) Fraud or misrepresentations, or communications falsely purporting to be from Park or authorized by Park; (ii) unauthorized duplication or dissemination of tickets; (iii) sale, or advertising/marketing of, such tickets to anyone outside of its organization; (iv) any defamatory or derogatory references relating to Park; or (v) any misuse or unauthorized use Park's trademarks (all authorized uses must be in writing in each instance).
- Termination:** This Agreement may be terminated prior to the end of the Term (i) by Park, if Consignee breaches the Agreement (including any of its Obligations stated above); or (ii) by either party for convenience, upon ten (10) days written notice.
- Access Code Restrictions & Obligations:** Park will provide Consignee with a "Corporate Consignment Discount Code" that will allow employees to have access to discounted tickets from Park's website. Consignee agrees to strictly limit the Access Code to its employees (or to those eligible employees selected by Consignee). The method of distributing and viewing this Access Code must NOT be made available to the general public or third parties. Consignee shall use no less than reasonable efforts to inform employees that this Code is: (i) proprietary to Park; (ii) may only be used by Consignee's eligible employees; (iii) must not be shared or disseminated outside of Consignee; and (iv) must not be posted in an area where it can be seen or obtained by unauthorized persons (e.g., non-company web pages, email broadcasts, bulletin boards, etc.); and Consignee shall enforce such restrictions.
- *Changing Access Code:** Park reserves the right to change the Company Access Code at any time, and will promptly communicate such change to Consignee, whereupon Consignee shall promptly notify its eligible employees of any Access Code or program changes.
- Promotion:** Consignee agrees to regularly promote the program to eligible employees throughout the season through appropriate company communication channels, such as email, posting signs in employee common spaces, and/or listing on an internal intranet website. Park can provide promotional materials upon request.
- Title:** Title to all tickets remains with Park until sold.
- Reconciliation:** Each employee purchase will go directly to Park via website sales. Park can provide Consignee with sales numbers related to its Access Code upon request.
- No Obligation or Guarantee:** Other than its sole obligation to honor sold tickets pursuant to the terms and conditions herein and per restrictions on the web site or ticket itself, Park shall have no further obligation, such as any other special consideration or treatment of Consignee employees, travel to the Park, food or parking discounts, VIP treatment, obligations to keep the Park open on certain hours/dates, etc. Park cannot guarantee days open (due to weather, strike, natural disaster, etc. or other force majeure events), nor guarantee that certain rides will be open (rides may be closed for safety, security, maintenance, etc.). Consignee employees are treated the same as any other ticket purchaser, and are expected to abide by all of Park's rules and procedures, including for proper dress, behavior, and the adherence to all safety, security and access rules, violation of which may subject a guest to ejection from the Park without refund. There are NO REFUNDS on tickets purchased, regardless of non-use, loss/destruction, theft, etc.
- Liability:** Park shall have no liability whatsoever beyond direct damages it may cause to Consignee, including without limitation for consequential, indirect or punitive damages. Consignee shall indemnify and hold harmless park from any and all claims by its employees relating to the subject matters hereunder, except for personal injuries caused by Park's willful misconduct.

ADDITIONAL ITEMS, TERMS & CONDITIONS (ATTACH EXTRA PAGE(S) IF NECESSARY):