

**GRAD NITE CONTRACT
For Schools**

This Grad Nite Contract ("Agreement") is being made and entered into as of February 28, 2012 by and between Disney Destinations, LLC dba Disney Youth Group Programs ("Disney") and **Paloma Valley High School** ("Organization") to confirm Organization's attendance in a high school graduation event known as "Grad Nite" at *Disneyland*® Park (the "Park") on **6/6/2012** (the "Event").

1. Organization hereby agrees that:

(a) Promotion.

- (i) Organization shall publicize and officially announce to students in Organization's graduation class that Organization's 2012 graduation party (the "**Event**") will be held at *Disneyland*® Park (the "**Park**") on the date of the Event using only the promotional materials provided to Organization by Disney expressly for the purpose of promoting the Event (and no other materials). Organization shall not alter or permit to be altered any promotional or advertising materials or **Grad Nite Park Hopper® Tickets and Wristbands** ("**Wristbands**") furnished to it by Disney Destinations, LLC dba Disney Youth Group Programs ("**Disney**"). All promotional, advertising and/or other materials provided to Organization by Disney shall be promptly returned to Disney or destroyed upon the termination of this Agreement.
- (ii) Organization also agrees to distribute and publicize to all **Event Participants** (as defined below) all information and instructions regarding the **Event** that Disney provides to Organization.
- (iii) Organization, by this Agreement, shall acquire no right to use, and shall not use, the names "Disneyland" or "Disney" (either alone or in conjunction with or as a part of any other word or name) or any fanciful characters or designs or other intellectual property of Disney or any of its affiliates: (i) in any advertising, publicity or promotion; (ii) to express or to imply any endorsement by Disney or its affiliates of Organization's products or services; (iii) in any other manner or for any purpose whatsoever (whether or not similar to the uses prohibited by (i) and (ii) above), except as provided under this Agreement. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
- (iv) Failure to abide by the provisions of this Section 1(a) shall constitute a material breach of this Agreement.

(b) Purchase and Sale of Tickets.

- (i) Organization shall order and purchase from Disney (or from one of Disney's related or affiliated companies as designated by Disney) admission tickets to the Event, the Park and *Disney California Adventure*® Park, if applicable, (individually, "**Grad Nite Ticket and Wristband**" and collectively, "**Grad Nite Park Hopper® Tickets and Wristbands**") at a purchase price of sixty-one dollars (\$61.00) for each **Grad Nite Park Hopper® Tickets and Wristbands** which shall be the only media acceptable for admission to the **Event** and which **Grad Nite Park Hopper® Tickets and Wristbands** shall be non-refundable. **Grad Nite Park Hopper® Tickets and Wristbands** shall be valid for admission to the Park and *Disney California Adventure*® Park, as applicable, only during the scheduled hours of the **Event**, if applicable and each person must be in possession of a valid **Grad Nite Ticket and Wristband** for admission to the **Event**. Organization acknowledges and agrees that Disney has the right, in its sole and absolute discretion, to change the location of the **Event** at anytime. **Grad Nite Park Hopper® Tickets and Wristbands** shall be subject to any restrictions set forth thereon. Organization agrees to resell such **Grad Nite Park Hopper® Tickets and Wristbands** only to the members of Organization's high school graduating senior class and their guests (the "**Event Participants**"), which persons must be the end users of the **Grad Nite Park Hopper® Tickets and Wristbands**, and Organization shall not transfer or resell to any other persons or use the **Grad Nite Park Hopper® Tickets and Wristbands** for any other purpose. Organization shall order Organization's **Grad Nite Park Hopper® Tickets and Wristbands** using the order form attached to this Agreement which is incorporated herein (or such other order form as provided by Disney) (the "**Ticket Order Form**") and subject to the provisions herein, Disney shall ship such ordered *Grad Nite Park Hopper*® Tickets to Organization. *Wristbands* will be distributed upon check in on the day of the Event. The number of **Grad Nite Park Hopper® Tickets and Wristbands** that the Organization may purchase shall be determined solely by **Disney** and is subject to availability, and the Organization agrees to purchase a minimum of ten (10) **Grad Nite Park Hopper® Tickets and ten (10) Wristbands** for the **Event**.
- (ii) Before a Ticket Order can be fulfilled, one hundred percent (100%) pre-payment is due 45 days prior to your Event to guarantee your order for all **Grad Nite Park Hopper® Tickets and Wristbands** and Chaperone Tickets (as defined below). **Organization's order form, Exhibit A**, will be the **Organization's invoice**. **All payments must be made** by either a school check or cashier's check drawn on a U.S. **bank payable to "Walt Disney Parks and Resorts,"** and forwarded by registered mail return receipt requested to:

Disneyland® Resort
Ticket Sales and Services
190 Center Street Promenade, WFB-TC
Anaheim, CA 92805

- (iii) The quantity and type of **Grad Nite Park Hopper® Tickets and Wristbands** (Wristbands will be issued at check-in on the day of the Event) and Chaperone Tickets sold to Organization by **Disney** will be recorded on a **Grad Nite Park Hopper® Tickets**

sales record which will be included with each of Organization's **Grad Nite Park Hopper® Tickets and Wristbands** (Wristbands will be issued at check-in on the day of the Event) (and **Chaperone Tickets**) orders.

Organization must notify Disney within five (5) business days after Organization's receipt of the Grad Nite Park Hopper® Tickets (and Chaperone Tickets) if there is any discrepancy between the actual quantity and/or type of the Grad Nite Park Hopper® Tickets (and Chaperone Tickets) received by Organization and that shown on the Grad Nite Ticket sales record. Organization agrees that the information set forth on any Grad Nite Ticket sales record shall be conclusively deemed correct except as to discrepancies of which Organization so notifies Disney within such time period. Wristbands will be distributed upon check-in for the Event.

(iv) The sale of **Grad Nite Park Hopper® Tickets and Wristbands** to Organization shall be consummated in **Orange County, California**. All title to and risk of loss, theft and/or other damage to the **Grad Nite Park Hopper® Tickets and Wristbands** shall pass from Disney to Organization in Orange County, California upon Organization's receipt of such **Grad Nite Park Hopper® Tickets and Wristbands**, and Organization shall be liable and responsible for any and all such **Grad Nite Park Hopper® Tickets and Wristbands** received (including any such media which is lost subsequent to receipt thereof) until return of such media to Disney pursuant to paragraph 1(b)(iii) herein.

(v) Organization shall not offer to sell nor sell any **Grad Nite Park Hopper® Tickets and Wristbands** to any persons other than **Event Participants** and Organization shall sell the **Grad Nite Park Hopper® Tickets and Wristbands** only in connection with the **Event**. Organization shall not sell or transfer any **Grad Nite Park Hopper® Tickets and Wristbands** to any travel wholesaler, tour operator or other person or entity that intends to resell and/or retransfer the **Grad Nite Park Hopper® Tickets and Wristbands** and/or is otherwise not an **Event Participant** and the end user of the **Grad Nite Park Hopper® Tickets and Wristbands**. Organization shall not offer to sell nor sell any **Grad Nite Park Hopper® Tickets and Wristbands** on the *Disneyland®* Resort (the "**Resort**") premises.

(c) Chaperones.

(i) Organization shall designate and have in attendance during the **Event** no fewer than two (2) chaperones (individually, "**Chaperone**" and collectively, "**Chaperones**"), and it is recommended that Organization designate as follows: if the Organization orders less than forty (40) **Grad Nite Park Hopper® Tickets and Wristbands** for **Event Participants**, the Organization will receive two (2) **Chaperone Grad Nite Park Hopper® Tickets and Wristbands** ("**Chaperone Tickets**"); and if the Organization orders 40 to 99 THE Organization will received four (4) **Chaperone Grad Nite Park Hopper® Tickets and Wristbands** ("**Chaperone Tickets**"); and if the Organization orders more than one hundred (100) **Grad Nite Park Hopper® Tickets and Wristbands** for **Event Participants**, the ratio will be one (1) **Chaperone Ticket** for every twenty (20) **Grad Nite Park Hopper® Tickets and Wristbands** ordered for **Event Participants**. Disney, in its sole and absolute discretion, may provide one (1) complimentary **Grad Nite Park Hopper® Tickets and Wristbands** for each designated **Chaperone** allowed pursuant to the foregoing sentence for use by such **Chaperones** for the **Event**, the exact number of complimentary **Chaperone Tickets** will be determined solely by **Disney**. Organization must purchase at the purchase price set forth in Section 1(b) above any additional **Grad Nite Park Hopper® Tickets and Wristbands** necessary for any other **Chaperones**. Organization shall not transfer or sell any complimentary **Chaperone Tickets** to any persons other than designated **Chaperones**. Should it be determined that Organization has sold and/or transferred any complimentary **Chaperone Tickets** to any persons who are not valid **Chaperones**, Organization shall pay Disney the purchase price set forth in Section 1(b) above for each such sold and/or transferred **Chaperone Ticket**. In addition, the Organization must return any complimentary **Chaperone Tickets** that were not earned based on the number of returned **Grad Nite Park Hopper® Tickets and Wristbands**. If such complimentary **Chaperone Tickets** are not returned to Disney, Disney reserves the right to bill Organization for these unearned complimentary **Chaperone Tickets** at their retail price.

(ii) Organization shall ensure that all **Chaperones** shall be at least twenty-five (25) years of age, shall not have a guest and shall be *duly and legally authorized* to chaperone the **Event Participants**.

(d) Rules and Regulations. The **Event** shall be governed by and conducted in accordance with such rules and regulations Disney may establish, in Disney's sole and absolute discretion, for the **Event** (including, without limitation, the hours of operation of the **Event**, the rules set forth on the **Grad Nite Park Hopper® Tickets and Wristbands**, rules regarding no smoking, dress/attire standards (refer to the Chaperone Planning Guide or website for most updated guidelines), rules requiring the **Event Participants** to remain in the park until 3:00 a.m., and all applicable laws, rules, regulations and ordinances of any and all governmental authorities having jurisdiction). **Disney** suggests that at least one (1) **Chaperone** from each school/organization make their way back to their bus at that time to be there for the Organization's **Event Participants**, in the event that the Organization decides to leave the Park and go to the bus at that time. All **Event Participants** will be required to go through a security checkpoint for a bag check (all bags will be subject to a search). Any person not properly dressed in accordance with the Park dress/attire standards will not be admitted to the **Event** and if they do not maintain such standards during the **Event**, they will be asked to leave. Cell phones and cameras are allowed into the **Event**. No person attending the **Event** shall have or bring any alcoholic beverages or controlled substances into the Park. **Disney** reserves the right to refuse admittance to any person within Organization's group who does not comply with any of the foregoing (or, after admittance, to deprive them of the use of the facilities by delivering them into the custody of any of Organization's **Chaperones**) without any liability to such person or Organization. **Disney** reserves the right to cancel the **Event** after notification to Organization of a violation of any applicable rules and/or regulations by any **Event Participants** and/or any employees, agents, representatives and/or **Chaperones** of Organization. Disney may provide Organization with a reasonable opportunity to correct any such violation, but Disney shall retain the right to cancel the **Event** should it determine, in its sole and absolute discretion, that such violation was not adequately corrected.

- (e) Termination. Disney shall have the right to immediately cancel the **Event** and terminate this Agreement in Disney's sole and absolute discretion and for any or no reason whatsoever upon notice to Organization. In such case, **Disney** shall reimburse to Organization any monies paid by Organization to **Disney** for **Grad Nite Park Hopper® Tickets and Wristbands** and **Chaperone Tickets** to the cancelled **Event**, and Organization shall be responsible for reimbursing each purchaser for such **Grad Nite Park Hopper® Tickets and Wristbands** and **Chaperone Tickets**. Disney's obligation to reimburse Organization, as foresaid, shall be Disney's sole obligation as a result of such cancellation, and Disney shall not be liable for damages to Organization, or to anyone claiming by, through or under Organization, as a result of such cancellation. Upon such cancellation, Organization shall return to Disney all **Grad Nite Park Hopper® Tickets and Wristbands** and **Chaperone Tickets** previously issued by **Disney** to Organization for the **Event**. Without liability, any cancellation of any entertainment scheduled to appear at the **Event** shall not constitute a breach of this Agreement, nor shall Organization or the **Event Participants** be entitled to a refund of, or reduction in, the amount charged for the **Grad Nite Park Hopper® Tickets and Wristbands** due to such cancellation of entertainment. Organization hereby irrevocably waives any right to injunctive relief and/or right of recession and hereby agrees that Organization's sole and exclusive remedy in the event of any breach and/or alleged breach, termination, and/or cancellation of this Agreement by Disney shall be an action for monetary damages. Upon any termination of this Agreement, Disney may exercise any or all of its other rights and remedies under this Agreement, at law and/or in equity.
- (f) Videotaping/Filming.
- (i) Organization understands and agrees that Organization may photograph, videotape, audio-record or film Disney musicians, performers, or show elements at the Event provided however, that any such photographs, videotape, audio-recordings and/or film may only be portions of a performance and not the entire performance, and shall be limited to internal, archival, and/or non-commercial personal purposes only (and cannot, for example, be uploaded to Facebook, YouTube or the like via cell phone or in any other manner). The Organization further understands and agrees that the Organization's camera crew may be escorted at all times by a *Disneyland®* Resort Marketing Representative.
- (ii) If notwithstanding the foregoing, Organization does use, or it is determined that the Organization has used, any such photographs, videotape, audio-recordings and/or film that contain images and/or voices of Disney musicians, performers or show elements for any commercial purpose, and Organization is not a party to a collective bargaining agreement with the American Federation of Musicians, then Organization agrees to sign, upon presentation by the American Federation of Musicians, a onetime applicable American Federation of Musicians Agreement and fulfill all conditions required by the applicable agreement pertaining to such use of this product, including, but not limited to, payment of all applicable wages and benefits that Organization would be obligated to pay to the American Federation of Musicians for such usage had Organization been a party to a collective bargaining agreement with the American Federation of Musicians. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.
- (iii) Organization acknowledges that it has been advised of the terms and conditions regarding any photographing, videotaping, audio recording or filming of Disney musicians, performers, or show elements during the Event.
- (g) Authority. The person executing this Agreement on behalf of Organization hereby represents and warrants that such person is fully authorized to act on behalf of and bind Organization in connection with this Agreement and such person shall be liable for any breaches of this representation including, without limitation, for any liabilities and obligations of Organization hereunder.

**EXHIBIT A
2012 DISNEY GRAD NITE TICKET ORDER FORM**

Please fill out the ticket order below as follows: You must notify the Disney Ticket Office at 714-520-7053 within five (5) business days after your receipt of the Tickets and if there is any discrepancy between the actual quantity and/or type of the Tickets received by you and that shown on the statement.

Ticket Order

- **Student Tickets:** Please fill in the final quantity of Student Grad Nite tickets required for your school/organization. One hundred percent (100%) pre-payment is due for your **Event** to guarantee your order for all **Grad Nite Park Hopper® Tickets and Wristbands**. Space is limited and tickets are available while supplies last. **Tickets are non-refundable** and may **not** be sold or transferred for commercial use. Tickets are valid for admission to the designated Grad Nite Event only.
- **Chaperone Tickets:** Please fill out the quantity of Chaperone Grad Nite Tickets needed, (*less than 40 students = 2 total complimentary Chaperone Tickets, 40 to 99 students = 4 total complimentary Chaperone Tickets, 100 students and up = 1 per 20 complimentary Chaperone Tickets).
- **Delivery Instructions:** Please verify the name and address of where your Grad Nite Tickets should be delivered (noted below). Please **handwrite** your changes below and check the box provided if the address you want your tickets mailed to is **NOT** the school's address).

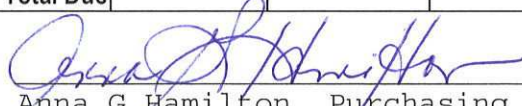
Parking: Students are **NOT** allowed to drive themselves to the Event – **NO EXCEPTIONS!** Up to **TWO (2)** Complimentary Parking Permits will be provided for Chaperone Driven Vehicles such as cars or vans.

Payment: Personal checks are **NOT** accepted. **Accepted type of payment:** Organization Checks (check must include the Organization name as the remitter), Money Order, Cashier's Check or Credit Card, **Please make checks or money order payable to: Disneyland Resort** and send it along with your ticket order form via traceable means (i.e. FedEx, UPS, etc.)

Organization Name:	Paloma Valley High School	Grad Nite Date: 6/6/2012
Events Name:	Paloma Valley High School Grad Nite	Grad Nite Code: ZMPF126
Address:	31375 Bradley Road	Check here if this address is NOT the school's <input type="checkbox"/>
City/State/Zip:	Menifee, CA 92584	
Attention:	Kari Getchel	
Phone Number:	951-970-7719	Fax Number: 951-672-6037
Email Address:	kari.getchel@puhsd.org	

Student Grad Nite Park Hopper® Ticket(s)		\$61.00	
Complimentary Chaperone Grad Nite Park Hopper® Ticket(s) (*less than 40 students = 2 total complimentary Tickets, 40 to 99 students = 4 total complimentary Chaperone Tickets, 100 students and up = 1 per 20 complimentary Chaperone Tickets)		Complimentary	\$0.00
Additional Chaperone Grad Nite Park Hopper® Ticket(s) (if needed)		\$61.00	
Car Parking Permits for Chaperone Driven Vehicles (Additional cars will be charged at entry gate at the standard fee of \$15.00 per car)	2	Complimentary	\$0.00
Total number of Bus Parking Permits		Complimentary	\$0.00
Junior Class Officer Complimentary Park Hopper® Tickets (Complimentary tickets may not be altered, purchased, sold, bartered nor exchanged for any goods, services nor benefits. Solicitation to engage in any of the above activities is also prohibited.)	2	Complimentary	\$0.00
Total Due			

Paloma Valley High School
ORGANIZATION


 Anna G Hamilton, Purchasing Agent
 4.11.2012

By (Signature): _____
 Name: Kari Getchel
 Title: Senior Class Advisor
 Date: _____

For Office Use Only		
	Date	Initials
Completed		
Repeat Group	yes	

Send payment to: **Disneyland® Resort, Ticket Sales and Services, 190 Center Street Promenade, WFB-TC, Anaheim, CA 92805**



TODAY'S DATE: February 28, 2012

CHAPERONE CONTACT CELL PHONE FORM

PLEASE REVIEW, COMPLETE AND RETURN THIS FORM VIA E-MAIL to dlr.grad.nite@disney.com or FAX to 714.284.6362 BY APRIL 30, 2012.

A current and completed form on file is required for each school/organization attending the EVENT. Chaperones **MUST** remain in the Park with access to their cell phones but are **NOT** required to stay in Chaperone Designated areas-we encourage you to be visible out in the Park. **Please only submit cell phone numbers for Chaperones who are confirmed to be in attendance.** Only **ONE** Chaperone, preferably the Chairperson, is **REQUIRED** to check-in upon arrival and pick up Wristbands. More information regarding the arrival process will be provided prior to your Event date.

Please review the contact information below. If at any time, the contact information for the Chairperson has changed, please notify the Grad Nite Office at **(800) 232-7980** as soon as possible.

NOTE: Any updates or last minute changes to this form the day prior or on the day of your EVENT please turn in an updated form upon check-in at the **Disneyland** Resort.

Grad Nite Date:	6/6/2012	Grad Nite Code:	ZMPF126
School Name:	Paloma Valley High School Grad Nite		
Address City, State, Zip Code	31375 Bradley Road Menifee, CA 92584		
Account Name:	Paloma Valley High School		
Grad Nite Chairperson Name:	Kari Getchel		
Grad Nite Chairperson Title:	Senior Class Advisor		
Grad Nite Chairperson Email Address:	kari.getchel@puhsd.org		
Grad Nite Chairperson Phone Number:	951-970-7719		

Remember Chaperones need to be accessible by their cell phone until all students are returned to school property. **Optional:** Additional fields are provided if you would like to submit more cell phone numbers. ***IMPORTANT:** If your group size is between 10- 49, **two minimum** Chaperone cell phone numbers are required. If your group size is more than 50, **four minimum** Chaperone cell phone numbers are required.

	School Name	Chaperone Name <small>(Please list your primary Chaperone first and then in order of responsibility.)</small>	Relationship to School <small>(Principal, Activities Director, Class Advisor, Teacher, Parent etc...)</small>	Area Code & Cell Number <small>(example: xxx-xxx-xxxx)</small>
1.	Paloma Valley High School Grad Nite			
2.	Paloma Valley High School Grad Nite			
3.	Paloma Valley High School Grad Nite			
4.	Paloma Valley High School Grad Nite			
5.	Paloma Valley High School Grad Nite			
6.	Paloma Valley High School Grad Nite			