



# 2015 Ticket Sales Consignment Agreement - Corporate Hard Ticket Only

## PARTIES:

### PARK:

### CONSIGNEE:

Print Full Name: <b>WATERWORLD CALIFORNIA</b>	Print Company Name:
Mailing Address: 1950 Waterworld Pkwy.	Mailing Address:
City/State/Zip Code: Concord, CA 94520	City/State/Zip Code:
Contact Name: <b>Hannah Brown, Group Sales Manager</b>	Contact Name:
Telephone: 925-826-1584	Telephone:
Email: Hannah.Brown@WaterworldCalifornia.com	Email:

## GENERAL TERMS:

**CONSIGNMENT TERM is limited to one (1) park season, specifically: From May 9, 2015 to September 1, 2015**

Quantity	Ticket Type	Price	Regular Price	Other Specifications and Restrictions
25	2015 Consignment Tickets	\$20.99 each	\$35.99 each	Tickets must be returned by 9/10/2015
3	2015 Parking Vouchers	\$8.00 each	\$10.00 each	Vouchers must be returned by 9/10/2015
0	2015 Season Pass	\$49.99 each	\$51.99 each	<b>Season Passes must be returned by 7/8/2015</b>

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

### CONSIGNEE:

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**I am an authorized representative of my organization.**

Print Name and Title: \_\_\_\_\_

### 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, such as selling tickets outside of its organization); or (ii) by either party for convenience, upon ten (10) days written notice.
- Restrictions & Obligations:** Park will provide Consignee with a specific number of tickets. Consignee agrees to strictly limit the sale or distribution of the tickets to its employees. Tickets must NOT be made available to the general public or to any third parties whatsoever. Consignee shall use best efforts to inform employees that tickets are: (i) proprietary to Park; (ii) may only be purchased and used by Consignee's employees or the immediate family members of employees; (iii) must not be shared or disseminated outside of Consignee; and (iv) not to be resold or redistributed to unauthorized persons (e.g., non-company web pages, email broadcasts, bulletin boards, eBay, Craig's List, etc.); and Consignee shall strictly enforce such restrictions.
- Ensuring Compliance:** Park reserves the right to at any time change or implement processes and procedures which will help ensure compliance with the foregoing, and Consignee will cooperate in good faith with all such efforts.
- 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.
- 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):**