

# Ticket Sales Consignment Agreement - Online and/or Hard Tickets

## PARTIES:

| PARK:                 |  | CONSIGNEE:            |  |
|-----------------------|--|-----------------------|--|
| Business Name:        |  | Business Name:        |  |
| Mailing Address:      |  | Mailing Address:      |  |
| City/State/Zip Code:  |  | City/State/Zip Code:  |  |
| Contact Name & Title: |  | Contact Name & Title: |  |
| Phone & Email:        |  | Phone & Email:        |  |

## GENERAL TERMS:

**CONSIGNMENT TERM is limited to one (1) park season, specifically:** From \_\_\_\_\_ to \_\_\_\_\_

**FINAL RECONCILIATION DATE will be:** \_\_\_\_\_

| Ticket Type | Price | Permitted Sales Channels by Consignee and any Restrictions: |
|-------------|-------|---|
|             |       |   |

**Total Number of Tickets Requested from Park for Sale on Consignment:** \_\_\_\_\_

**By signing below, I acknowledge that I am an authorized representative of Consignee and that Consignee understands and agrees to all of the Terms & Conditions stated herein.**

**CONSIGNEE:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name & 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) any defamatory or derogatory references relating to Park; or (iv) any misuse or unauthorized use Park's trademarks (all authorized uses must be in writing in each instance). Consignee will display all brochures and posters as provided by Park, and will cooperate to place electronic advertisements and links to Park's website. Consignee will complete all due payments and return all unused hard tickets by the above-stated Final Reconciliation Date.
- Termination:** This Agreement may be terminated prior to the end of the Term (i) by Park, if Consignee breaches the Agreement; 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 shall use best efforts to sell such tickets to the intended target market as noted above, and shall abide by any noted 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 throughout the season through normal and customary communication channels, such as email, in kiosks, posting notices to customers, and/or listing on a 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 customers 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 customers or other consumers relating to the subject matters hereunder to the extent that such claims or suits are related to Consignee's own illegality, actions or omissions.