

**CONTRACT NAME: AGREEMENT BETWEEN SIX FLAGS DISCOVERY
KINGDOM AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is to provide park admission and bus parking at Six Flags Discovery Kingdom for the Holmes Junior High School 9th Grade Trip on June 6, 2018.

FISCAL IMPACT: Donations fund the expenses of this activity.



1001 Fairgrounds Drive
Vallejo, California 94589
Direct: 707-556-5231
Fax: 707-557-5116

OUTING AGREEMENT

Outing Day: Wednesday Outing Date: 6-Jun-18 Customer #: 4461 Rep #: 6
Organization Name: Holmes Jr. High School # of Employees: _____
Contact Name: Michael Dufresne Title: Vice Principal
Street Address: 1220 Drexel Drive City: Davis State: CA Zip: 95616
County: Yolo Telephone: (530) 757 - 5445 Fax Number: (560) 757 - 5435
Email (required): mdufresne@djUSD.net Catered: _____ Non-Catered: X Special Event: _____

QUANTITY	UNIT PRICE	DESCRIPTION
260	\$31.92	Park Admission
17	Complimentary	Comp Chaperone
6	\$20.00	Parking Voucher
*Children 2 and under are free		

OUTING AGREEMENT TERMS AND CONDITIONS:

- Six Flags, subject to the terms and conditions hereof, agrees to consign to above Consignee an initial order of the above request.
- Consignee assumes full responsibility for all tickets received and agrees to pay Six Flags for all tickets not returned above and beyond 100 ticket minimum regardless of the reason for said non-return.
- A deposit of \$1,000.00 is due upon receipt of a signed agreement (\$5.00/person. Minimum \$1000.00 deposit based on the number of tickets ordered. It is understood that this deposit is non-refundable and will be applied toward the total cost of the event.)
- At the conclusion of the event, all unsold tickets must be returned to your Six Flags Account Executive no later than 10 business days after the event. A statement/invoice will be sent within 10 days and final payment is due at this time. Accounts 30 days past due will be assessed a late payment charge at the rate of 1 1/2% per month (annual rate of 18%) or the maximum allowed by law on the unpaid balance and the reasonable cost of collection, including attorney's fee.
- All payments will be collected by your Account Executive and are to be made by Consignee in the form of one company/organization check payable to Six Flags Discovery Kingdom. If personal collection is not possible, please note Account Number on check to assure proper credit and remit to: Six Flags Discovery Kingdom, Attn: Sales, 1001 Fairgrounds Dr. Vallejo, CA 94589
- Consignee shall provide Six Flags Account Executive with a minimum count of attendees NO LATER than noon seven (7) business days prior to picnic date. This count is hereby considered the final food guarantee. If no food guarantee is received from Consignee by noon seven (7) business days prior to their picnic date, the consignment ticket count, as noted on this agreement, shall become the minimum food guarantee.
- GUARANTEED MEAL COUNT DUE BY 12 NOON ON: N/A
- Prices quoted on this agreement do not include any applicable sales tax.
- In the event of cancellation, all deposits and payments are non-refundable. Cancellation must be made in writing to Six Flags and will be assessed a penalty. If cancellation occurs up to 12 weeks prior to picnic date, a 30% cancellation fee will be charged based on all admission tickets consigned and on the expected meal count. Cancellation less than 12 weeks will result in charges to the Consignee for the entire cost of the picnic. Charges will be based on all admission tickets consigned and on the expected meal count.
- Packages will be billed as one item, admission and meals will not be itemized and will be charged by guarantee or number of tickets not returned, whichever is greater.
- Items/merchandise may not be brought into the picnic grove for distribution, unless previously authorized by Six Flags in writing. Please request permission in writing with a list of specific items.
- Use of collateral material issued by Consignee must be approved by Six Flags prior to distribution. Collateral material is explicitly for in-house use only. Logos and trademarks are prohibited from use on shirts, hats, etc.
- Please initial here if you DO NOT wish to receive online promotional information from Six Flags _____
- Season Passes are not valid for catered events.

This agreement may be terminated by Six Flags at any time. It may not be assigned or otherwise transferred by Consignee without the expressed written consent of Six Flags. Agreement of Consignee to all foregoing terms and conditions is indicated by signature below. This Agreement becomes effective only when received and approved by Six Flags at its office in Vallejo, CA whereupon it shall become a binding contract between us in accordance with its terms and conditions. Prices are subject to change without notice.

Signature: [Signature] Date: 3/22/18
By Client

Printed Name: Bruce E. Colby

Title: Chief Business Officer

Signature: _____ Date: _____
By Six Flags

Printed Name: Cameron Williams

Title: Account Executive

FOR SIX FLAGS USE ONLY

Account History	Approvals	Tax Status	Promo Materials	Date Sent:
New: _____	RSM: _____	Tax Exempt: _____	Brochures: _____	Posters: _____
Renew: <u>X</u>	GSM: _____	If yes, letter _____	Maps: _____	Clip Art: _____
P/Y: <u>200 (NC)</u>	Finance: _____	on file? _____	Taxpayer ID: _____	