



2013 CATERED EVENT DEPOSIT AGREEMENT

PO Box 511, Lake George, NY 12845 (p) 518-792-3500 (f) 518-792-0250

Group Name: <u>Camp Saradac</u>	Address: <u>15 Vanderbilt Avenue</u>
Group Contact: <u>Larry Hazel</u>	City/State/Zip: <u>Saratoga Springs NY 12866</u>
Event Date: <u>July 31, 2013</u>	Telephone Number: <u>587-3550 x 2300</u>
Guarantee Date: <u>July 31, 2013</u>	Fax Number: <u>518-584-1748</u>
Estimated Attendance: <u>180</u>	Tax Exempt: <u>yes (see attached)</u>
E-mail: <u>larry.hazel@saratoga-springs.org</u>	Status: <u>Repeat</u>
Would you like to receive our ALL NEW E-Newsletter?	<input checked="" type="radio"/> YES <input type="radio"/> NO

The Great Escape & Splashwater Kingdom hereby agrees to cater a function on the date specified above. To reserve your event date a minimum guarantee of 50 paid packages (gate and meal) is required (Season Pass and Complimentary Ticket Holders will not count towards the minimum guarantee of 50). The menu and services to be provided, and their costs, are a supplement to this agreement and must be finalized at least thirty (30) days prior to the event. Meal wristbands will be issued for entry into the picnic grove.

- Admission tickets and wristbands will be supplied on an "issue vs. return" basis.
- All unused tickets and wristbands must be returned to The Great Escape within five (5) days of your outing. Please return all tickets and wristbands in one transaction. Any tickets and wristbands received after five (5) days will not be credited.
- You will be charged based upon your guaranteed numbers or the number of tickets and wristbands not returned, whichever is greater. Tickets will be charged at the individual ticket prices; meals will be charged at the individual menu price.

Payment: Ten percent (10%) or a minimum of \$500.00 of total contract price is due 30 days from execution (signing) of this Agreement. An invoice for this amount will be presented upon execution (signing). This deposit is non-refundable. Group space and date are not reserved by Six Flags until deposit is received. If deposit is not received within the 30 days, the agreement will be voided. Remainder of payment due will be reflected on the final invoice. Final payment will be due 30 days from invoice date. The invoice for the remaining contract price will reflect the final guarantee amounts or the amount of tickets actually used plus unused but not returned tickets, whichever is greater (minus the deposit). In the event that Group fails to pay the remaining contract price 30 days after invoice date, Six Flags will apply a service charge of 1.5% per month (18% annum) to account.

Cancellation & Modification: Group represents and warrants that it has the full right and authority to enter into and fully perform the agreement, and the agreement constitutes a valid, binding and enforceable agreement of Group. Outing cancellations must be made in writing to your Six Flags representative. In the event of cancellation 90 days prior to event a cancellation fee of 10% of the total contracted dollar amount will be assessed. In the event of a cancellation 60-89 days of the event a cancellation fee of 25% of the total contracted dollar amount will be assessed. Cancellation of event 30 days from event date or less will result in a cancellation fee of 50% of the total contracted dollar amount. Group shall indemnify, defend and hold Six Flags Theme Parks Inc. ("Six Flags") and its directors, employees, agents, subsidiaries and affiliates harmless from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' fees) of any kind or nature whatsoever ("Loss") arising out of or relating to the breach by Group of any of its representations, warranties, agreements or obligations under Group's outing/event agreement including, without limitation, any cancellation of the outing/event agreement, except to the extent that such Loss is due to the gross negligence or willful misconduct of Six Flags.

Should any legal action or proceeding be brought with respect to the Group's event or this agreement, the unsuccessful party in any such action shall pay the successful party's reasonable attorney's fees and expenses and the court costs, in each case, incurred in connection therewith.

Six Flags Intellectual Property: Six Flags' trademarks, trade names, service marks, logos and symbols ("Marks") are, and shall remain, the sole and exclusive property of Six Flags. Group shall not use any Marks for any purpose without prior written approval.

Park Rules & Regulations: Group shall comply with and abide by and take reasonable steps to acquaint all Group's attendees with all rules and regulations of the Park. Appropriate attire is required at all times. All aspects of Group's event including, without limitation, bringing entertainment or outside talent into the Park, must be approved in advance by Six Flags. Group shall not in any way, resell, transfer or distribute the tickets to any party.

Applicable Law: This agreement shall be governed by and construed according to the laws of the State of New York without regard to choice of law principles.

Conflict: Any and all changes to this agreement, after its execution, must be made in writing. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.

Meal Time (for 50-199 people):

If your guarantee exceeds 199 people, your serving time will change to one hour and a half for lunch.

Lunch: 11:30-12:30 _____ 12:00-1:00 ☒ 1:30-2:30 _____ 2:00-3:00 _____

Dinner: 5:00-6:00 _____ 6:00-7:00 _____

PROMOTIONAL MATERIAL REQUEST (Please fill in with the desired quantity)

Posters: _____ 8 1/2" x 11" 2 11" x 17" _____ Park Map & Guides 30 _____

Great Escape Sales Representative Signature _____

Date _____

Group Contact Signature _____

Date _____

For Office Use Only

Complete Package (qty) _____ Meal Only (qty) _____

Rep _____ Ticket Price (pretax) _____ Promo _____

☐ Subsidized totally by org. ☐ Partially by org. Amt. subsidized: \$ _____

Cust # _____

Picnic # _____

Order Date _____



New York State Department of
TAXATION and FINANCE
OTPA Sales Tax Exempt Organizations Unit
Building 9 Room 154
W.A. Harriman Campus
Albany, NY 12227

June 30, 2010

City of Saratoga Springs
City Clerk
474 Broadway
Saratoga Springs NY 12866

Dear Sir or Madam:

The Tax Law exempts New York State governmental entities such as your organization, City of Saratoga Springs, from the payment of New York State sales and use taxes on their purchases. In order to make tax exempt purchases, a New York State governmental entity must present vendors with the entity's official purchase order or other documentation (e.g., payment voucher, contract of sale, Form AC 946, *Tax Exemption Certificate*, Form ST-129, *Exemption Certificate - Tax on occupancy of hotel rooms*, etc.) which indicates that the purchaser is a New York State governmental entity.

Tax exemption numbers and Form ST-119.1, *Exempt Organization Exempt Purchase Certificate*, are not issued to New York State governmental entities. If a vendor requests a tax exemption number or Form ST-119.1, *Exempt Organization Exempt Purchase Certificate* from you, the City of Saratoga Springs may give the vendor a copy of this letter. This will assure the vendor that a governmental purchase order, or other evidence that the City of Saratoga Springs is the purchaser, is the only documentation the vendor needs in order to not collect sales tax.

New York State Department of Taxation and Finance
OTPA-Taxpayer Guidance Division
Sales Tax - Exempt Organizations Unit
Building 9, Room 154
W.A. Harriman Campus
Albany, NY 12227
(518) 457-2782



2013 Catered Outing Specials

Book Today, Save BIG!

EACH PACKAGE INCLUDES:

Admission to The Great Escape & Splashwater Kingdom
All-You-Can-Eat Catered Meal
FREE Parking

Coast to Coaster

\$46.75 + tax

Our best value gives you a full day's worth of meals!

Lunch

Fire-grilled Hamburgers and Hot Dogs, Choice of One Cold Side Dish, Potato Chips, Dill Pickles, Sliced Tomatoes, Onions & Cheese, Assorted Coke Beverages, and Choice of Dessert.

Dinner

Choice of Two Entrees (Fried Chicken, Pulled Pork, Baked Ziti, Pulled BBQ Chicken), Choice of One Hot Side Dish, Tossed Salad, Soft Dinner Rolls with Butter, Assorted Coke Beverages, Choice of Dessert.

Sasquatch Smorgasbord

\$42.50 + tax

A feast fit for a giant!

Finger Licking Fried Chicken, Fire-grilled Hamburgers and Hot Dogs, Tossed Salad, Choice of One Hot Side Dish, Choice of One Cold Side Dish, Potato Chips, Dill Pickles, Sliced Tomatoes, Onions & Cheese, Assorted Coke Beverages, and Choice of Dessert.

Comet Classic

\$38.00 + tax

Our most popular menu!

Fire-grilled Hamburgers and Hot Dogs, Tossed Salad, Choice of One Hot Side Dish
OR One Cold Side Dish, Potato Chips, Dill Pickles, Sliced Tomatoes, Onions & Cheese,
Assorted Coke Beverages, and Choice of Dessert.

Popular Menu Add-Ons:

Remote Beverage with Souvenir Cup	\$7.99	Sausage, Peppers, & Onions	\$5.00
without Souvenir Cup	\$4.99	BBQ Ribs	\$5.00
Make Your Own Sundae Bar	\$5.00	Bushel of Clams	Market Value
Add fresh baked goodies for only \$1.00 more		Pulled Pork	\$4.75
Cheesy Homemade Baked Ziti	\$3.00	Summer Sweet Seedless Watermelon	\$1.50
Crispy Fried Jumbo chicken Wings	\$3.50		

WOW!

See the BIG savings when you compare to our General Admission price of **\$52.99** + tax!

. All pricing is a per person price and is subject to applicable tax.