

## 2014 CATERED EVENT DEPOSIT AGREEMENT

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

Group Name: Saratoga Camp Saradac	Address: 15 Vanderbilt Avenue			
Group Contact: Lindsey Cote	City/State/Zip:Saratoga Springs, NY 12866			
Event Date: 8/6/14	Telephone Number: 518-587-3550 x2300			
Guarantee Date: 8/6/14	Fax Number: 518-584-1748			
Estimated Attendance: 155	Tax Exempt: yes - see attached			
E-mail: recreservations@saratoga-springs.org	Status:			
Would you like to receive our ALL NEW E-Newsletter?	YES 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 a 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 a 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):

Cust #

Picnic #

Order Date

If	your guarantee exceeds 199 p	eople, your serving	time will cha	ange to one hour a	nd a half for lunch.
Luncl	h: 11:30–12:30	12:00-1:00_	Х	1:30-2:30	2:00-3:00_
	Dinner: 5:00	-6:00	6:00-7	:00	
		IONAL MATERIAI	•		
Posters:	2 8½" x 11" 2	11" x 17"	Park M	ap & Guides <u>30</u>	
Great Escape	Sales Representative Signatur	e			Date
Gre	oup Contact Signature				Date
For	r Office Use Only				
Complete Package (qty)	Meal C	only (qty)		Cust #	

Promo

Ticket Price (pretax)

□ Subsidized totally by org. □ Partially by org. Amt. subsidized:

□ Not subsidizing