



2009 HIP Fundraiser Agreement

P.O. Box 511, Lake George, NY 12845 p: (518) 792-3500 f: (518) 792-0250
Sixflags.com

Organization Name: _____ Contact Name: _____

Shipping Address (City, State, Zip): _____

Billing Address (City, State, Zip): _____

Telephone Number: (_____) _____ Extension: _____ Fax Number: (_____) _____

E-mail: _____ Second Contact Name: _____ Phone: _____

<u>Item</u>	<u>Selling Price</u>	<u>Tax</u>	<u>Selling Total</u>	<u>Due Great Escape</u>
General Use Tickets	\$17.99	\$.31	\$18.30	\$15.30 per ticket

Tickets are to be sold by the Organization for \$17.99 plus tax. The Organization keeps \$3.00 for each ticket sold to benefit their group.

To assist with the promotion of this program, your organization may order the following promotional materials at no charge:

Brochures: # _____ Posters: # _____ Table Tops: _____

2009 HIP Agreement Terms

- The Organization will receive 50 tickets to start and must pay for the original allotment prior to receiving more tickets.
- The Organization assumes full responsibility for all tickets including reorders and agrees to pay The Great Escape for all non-returned tickets.
- The Organization agrees to pay The Great Escape for all tickets sold, based on the ticket cost shown above. Payment should be made in the form of company or certified check. All payments and ticket returns are to be submitted to: The Great Escape, Attn: Finance, PO Box 511, Lake George, New York 12845. The Organization agrees to return all unsold tickets and the final payment to The Great Escape no later than January 8, 2010
- A 1.5 percent late charge will be added to accounts unpaid by January 29, 2010.
- Neither party shall sell, assign or transfer this Agreement to any person or entity without prior written approval by The Great Escape.
- Additional tickets may be provided by The Great Escape anytime during the fundraiser with a forty-eight hour advance notice provided the previously issued tickets have been paid for.
- Signature below indicates agreement to all foregoing terms and becomes effective upon receipt and approval by The Great Escape, wherein it shall become a binding Agreement between the Organization and The Great Escape.
- Tickets are to be sold by the Organization for \$17.99 plus tax. The Organization keeps \$3.00 for each ticket sold to benefit their group.
- Tickets may not be advertised for sale to the general public via the newspapers, radio, television or any other means, without prior approval from The Great Escape.
- **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. All group sales are considered final sales; no refunds or exchanges. All deposits are non-refundable. Six Flags shall have no duty to mitigate damages caused as a result of any termination or cancellation by Group. 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 Groups' 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.

Organization Representative's Printed Name: _____ Title: _____

Organization Representative's Signature: _____ Date: _____

The Great Escape Representative Printed Name: _____ Title: _____

The Great Escape Representative Signature: _____ Date: _____