

# 2020 GRAD NITE AGREEMENT TERMS AND CONDITIONS

This is an agreement between Six Flags Magic Mountain (herein referred to as "SFMM") and (herein referred to as "High School").

Perris Union High School District

1. This is an agreement between Six Flags Magic Mountain (herein referred to as "SFMM") and High School. 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. To confirm your Grad Nite date and dinner prices, an original signed copy of the agreement must be returned.
2. High School agrees that the minimum number of paid event admission tickets is 100 persons. All group sales are considered final sales; no refunds or exchanges. Six Flags shall have no duty to mitigate damages caused as a result of any termination or cancellation by Group.
3. If High School chooses dinner option, High School agrees to provide SFMM with a final meal guarantee to be prepared no later than the Friday (10:00 am) preceding your scheduled Grad Nite. Meal charges will be charged on either the final meal guarantee provided or the number of non-returned admission tickets, whichever is higher.
4. SFMM will provide High School with consecutively numbered tickets/wristbands. Upon receipt of the tickets/wristbands, High School accepts responsibility for the specified ticket price of all tickets/wristbands should they become lost, stolen or misplaced and then redeemed. SFMM will not refund individuals for group tickets; individuals will be referred back to the school for all refund matters. Group shall not in any way resell, transfer or distribute the tickets to any third party. As part of the Grad Nite Admission package, Six Flags Magic Mountain will provide a Six Flags Grad Pass to all students. The Six Flags Grad Pass will be valid from your Grad Nite date through the end of the year. Please note that the Six Flags Grad Pass will not be valid the month of October.
5. High School agrees to return all unused tickets/wristbands the night of event at chaperones headquarters or within 5 days following your Grad Nite date via trackable mail. Final billing for admission will be based on all unreturned tickets/wristbands, regardless of reason for said non-return. Final payment is due within 30 days following your Grad Nite date. Failure to provide payment upon due date is a material breach of this agreement. Credit cards and/or Cash is not accepted as form of payment.
6. CANCELTION FEE: In the event, it is necessary for High School to cancel and unable to reschedule their Grad Nite event to an available 2020 Grad Nite date, a \$5000 cancellation fee will apply. SFMM will waive the cancellation fee provided the School books a catered event within the same calendar year. Notice of cancellation must be in writing and emailed or sent via trackable mail to your Account Executive.
7. In the event of severe weather conditions on any Grad Nite or low attendance levels that would cause Six Flags to cancel the event, Six Flags Magic Mountain will honor the tickets/wristbands on any other 2020 Senior High Grad Nite or on any regular operating day through the end of the calendar year.
8. Group shall comply with, abide by, and take reasonable steps to acquaint all Group attendees with the rules and regulations of the Park and event. Appropriate attire is required at all times. Group shall not in any way, resell, transfer or distribute the tickets to any other party.
9. High School 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.
10. 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.
11. This agreement shall be governed by the laws of the State of California without regard to choice of law principles. This agreement shall control and supersede any conflicting or contrary language or provision, in whole or in part, in any other agreement.
12. 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.

Initial Here

Initial Here

Initial Here

By signing below, High School agrees to the terms and conditions of this agreement. It is our understanding that you are empowered by your organization to make these arrangements. This agreement becomes effective upon receipt and approval by Six Flags Magic Mountain, whereupon it shall become a binding contract. This agreement contains the entire understanding of both parties. Any addendums or additions to this agreement must be in writing and issued by a Six Flags Magic Mountain employee.

x  
AUTHORIZED GRAD NITE REPRESENTATIVE- SIGNATURE

NAME: Dawn Bray

TITLE: Director of Purchasing

PHONE: 951-943-6369

DATE: 10/17/2019

x  
SALES REPRESENTATIVE

NAME/REP #: Lindsay Farnsworth - 7

x  
REGIONAL SALES MANAGER

DATE:

AGREEMENT MUST BE SIGNED AND RETURNED BY  
9/13/2019 TO RECEIVE EARLY BIRD PRICE



26101 MAGIC MOUNTAIN PARKWAY, VALENCIA, CA 91355

PH: 661.255.4514 | FAX: 661.255.4172

## 2020 GRAD NITE AGREEMENT

HIGH SCHOOL NAME: HERITAGE High School CUSTOMER NUMBER: \_\_\_\_\_

CONTACT PERSON: Michelle Wieding E-MAIL: michelle.wieding@puhsd.org

PHONE #: 951-205-1059 EXT.: \_\_\_\_\_ FAX #: \_\_\_\_\_

STREET ADDRESS: 26000 Briggs Rd

CITY: Menifee STATE: Ca ZIP: 92585

COUNTY: RIVERSIDE SCHOOL DISTRICT: PUHSD

## 2020 GRAD NITE INFORMATION

Includes: Admission, All-You-Can-Eat Meal (10:00PM - 2:00AM), Grad Nite Souvenir, Six Flags Magic Mountain Grad Pass\* (Restrictions Apply), Six Flags Photo Voucher

### GRAD NITE 2020 HOURS

May 14th: 9:00PM - 3:00AM  
May 21st, 22nd, 28th, and June 4th: 9:00PM - 4:00 AM

2020 Grad Nite Date CIRCLE ONE:	<b>THURSDAY: May 14 / May 21 / May 28 / June 4, 2020</b> <u>FRIDAY: May 22, 2020</u>
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FOR SIX FLAGS USE ONLY			
PRIOR YEAR: <u>2019</u>	# OF ATTD: _____	EST ATTD: _____	# SENIORS: _____

## 2020 GRAD NITE TICKET ORDER

# OF TICKETS	TICKET TYPE	COST/TICKET
<u>500</u>	GRAD NITE PACKAGE	\$98.00
<u>50</u>	CHAPERONE	N/C

**SPECIAL INSTRUCTIONS:** 1 Chaperone ticket per 10 paid student tickets.

Grad Nite Information Packet must be completed and submitted via online link one week before the event.

Group will be charged for unearned chaperone tickets. FREE Bus Parking

**OTHER INSTRUCTIONS:** \*Limited Attendance\* Agreements are accepted and approved in the order they are received.

FOR SIX FLAGS USE ONLY						
CUSTOMER #	ZIP	PLU #1	PLU #2	PLU #3	SALES REP	NEW/RENEW
<u>0</u>	<u>0</u>				<u>7</u>	<u>RENEW</u>