

2022 OUTING AGREEMENT

Texas Flags, Ltd.

Outing Day: Sunday	Outing Date:	October 9, 2022	Customer #	: 2964		
Organization Name ("Group"] Tarrant County	4		# of Studen	ts/Employees:		
Contact Name: Susan Sodek			Title:			
Street Address: 100 E Weatherford St., Suite 301		City: Fort Worth		State: TX	Zip:	76196
Cell Phone:	Office Phone:	817-884-1036				
Email (REQUIRED): <u>SKSodek@tarrar</u>	ntcounty.com					
Accounts Payable Contact Name: Susan	Sodek		AP Phone:	817-884-1036		
AP Email (REQUIRED): <u>SKSodek@tarrar</u>	ntcounty.com					

Quantity*	Package Price	Тах	Total	Description/Detail
1,200	\$51.17	\$0.00	\$51.17	Texas Sized Feast Package w/ Parking
100	\$51.17	\$0.00	\$51.17	Alternate Day Tickets
500	\$23.98	\$0.00	\$23.98	Season Pass/Member Meal
1,200	\$0.00	\$0.00	\$0.00	HIP Return Ticket

*650 ticket/package minimum; the Quantity set forth above is referred to as the "Committed Amount"

Ticket Print Request/Catering Menu Selections:

Outing Name:	Tarrant County
Pavilion Time:	1:00pm - 3:00pm
Meal Time:	1:00pm - 2:00pm
Menu:	All you can eat Chicken Tenders, BBQ Beef Brisket, Potato Salad, Baked Beans, Garden Salad, Dinner Rolls,
	Novelty Ice Cream, Soft Drinks and Iced Tea

 Special Provisions:
 Texas Sized Feast Package includes park admission, catered meal and general parking. Season Pass/Membership

 meals include catered meal.
 Alternate date tickets valid any regular operating date from October 10 - October 23, 2022 and

 include admission, a meal and general parking.
 One Holiday in the Park ticket for each paid Texas-Sized Feast package ticket.

 upgrade offer available for 2023 season.
 Price is TBD.
 Season Pass upgrade coupons provided with Texas Sized Feast Package Tickets,

 Alternate Date tickets and Season Pass/Member Meal tickets.
 Upgrade coupons must be returned in equal quantity to the applicable tickets.

OUTING AGREEMENT TERMS AND CONDITIONS:

- 1 Six Flags, subject to the terms and conditions hereof, agrees to provide to above Group an initial order of the Committed Amount. Group may
- also request physical tickets/packages, and/or have its employees purchase tickets/packages (per the promotion code below), in excess of the Committed Amount.
 Group assumes full responsibility for the Committed Amount and in addition agrees to pay Six Flags for all tickets/packages in excess of the
- Committed Amount not returned regardless of the reason for failure to return.
- 3 A deposit is due upon receipt of signed agreement (25% of total contract value OR a minimum of \$1,000 deposit based on number of tickets ordered.)
- It is understood that this deposit is non-refundable and will be applied toward the total cost of the event.
 Deposit Due: \$8,315.13

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 At the conclusion of the event, all tickets/packages not redeemed will be voided and no longer redeemable.
- An invoice will be sent within ten (10) days and final payment is due upon receipt. Accounts 30 days past due will be assessed a late payment charge at the rate of 1.5% per month or the maximum allowed by law on the unpaid balance and the reasonable cost of collection, including attorney fees.
- Group agrees to pay Six Flags in the form of credit card via secure PayPal link or in the form of one company/organization check made payable to Six Flags Over Texas. Please note your account number on your check for proper credit and remit via USPS to: <u>Six Flags Entertainment Corporation, P.O. Box 732302, Dallas, TX 75373-2302</u>
 PLEASE DO NOT SEND TICKETS TO THE P.O. BOX - PAYMENTS ONLY!

ON-LINE OUTING TERMS AND CONDITIONS:

- 6 Six Flags agrees to a promotional code that will allow employees/members of the Group to purchase tickets online at the above package price.
- On-line promotional code will be: n/a
- 7 The re-sale of tickets without prior, written permission of Six Flags will result in removal of the online promotional code.
- 8 On-line promotional codes may not be advertised to the general public. Promotional codes are meant for internal use only.

FOR CATERED OUTINGS:

- 9 Group shall provide Six Flags representative with a minimum count of packages NO LATER than Noon six (6) business days prior to the picnic date. The greater of this count and the Committed Amount is hereby considered the "final guarantee". If no count is received from the Group by Noon six (6) business days prior to the picnic date, the Committed Amount shall become the final guarantee.
- 10 Group will be billed for no less than 100% of the final guarantee or the number of tickets/packages not returned, whichever is higher.
- 11 FINAL GUARANTEED COUNT DUE BY 12PM (NOON) ON: 10/3/2022
- 12 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 twelve (12) weeks prior to the picnic date, a 30% cancellation fee will be charged based on the greater of the final guarantee and the total number of admission tickets provided to Group prior to cancellation plus the expected meal count. Cancellation less than twelve (12) weeks will result in charges to the Group for the entire cost of the picnic. Charges will be based on the greater of the final guarantee and delivered/sold consigned and on the expected meal count.
- 13 Items/merchandise may NOT be brought into the picnic pavilion for distribution, unless previously authorized by Six Flags in writing. Please request permission in writing with a list of specific give-a-ways.
- 14 Six Flag's trademark, logos or other intellectual property may not be used in any communications or materials in any manner without Six Flag's prior written consent. Furthermore, no promotional materials or other communications regarding the event, or videos or images of the event, may be used or displayed publicly (i.e. other than internally within Group's organization) without Six Flag's prior written consent.
- 15 Force Majeure: In the event any acts of God, war, terrorism, disaster, strikes, civil disorder, curtailment of transportation facilities, pandemic, government order or any other event of a comparable nature beyond the party's control make it illegal or impossible for a party to perform its obligations under this agreement, the parties shall reschedule the date of the outing.

This agreement may not be assigned or otherwise transferred by Group without the prior written consent of Six Flags. Agreement of Group to all foregoing terms and conditions is indicated by signature below. This Agreement becomes effective only when received and approved by Six Flags whereupon it shall become a binding contract between us in accordance with its terms and conditions. Six Flags reserves the right to change operating hours and dates, and this agreement may be terminated by Six Flags at any time. Prices, dates and times are subject to change without notice.

THIS AGREEMENT MUST BE SIGNED BY A PERSON AUTHORIZED TO EXECUTE SUCH AGREEMENTS.

Signature:			Signature:		
	Group	Date		Six Flags Representative	Date
Printed Name:			Printed Name:		
Title:			Title:		

Six Flags Over Texas