



## GROUP EVENT AGREEMENT

### GROUP INFORMATION:

**Group Name:** Arizona Middle School 6th Grade  
**Street Address:** 11045 Arizona Ave.  
**City:** Riverside **State:** CA **Zip Code:** 92503  
**Phone:** 951 358 1675  
**Contact Name:** Jeffrey Duillio, Principal  
**Email:** [jeffrey.duillio@alvordschools.org](mailto:jeffrey.duillio@alvordschools.org)  
**Deposit Fee:** \$50.00 **Due:** 04/15/22

PARK INFORMATION	
<b>Park Name:</b>	Castle Park
<b>Mailing Address:</b>	3500 Polk St.
<b>City/State/Zip Code:</b>	Riverside, CA. 92505
<b>Contact Name:</b>	Dawn Morgan
<b>Telephone:</b>	951-785-3030
<b>Email:</b>	<a href="mailto:Dawn.Morgan@palaceentertainment.com">Dawn.Morgan@palaceentertainment.com</a>

**Event Date:** Wednesday, May 25, 2022  
**Meal Time:** 12:00 pm in the picnic area.  
**Park Hours:** 9 am - 3pm  
**Minimum Guaranteed Attendance:** 15  
**Projected Attendance:** 300  
**Meal Guarantee Due:** Monday, May 16, 2022  
**Confirmation #**

### TICKETS:

<u>Ticket Type-</u>	MINIMUM NO. GUARANTEED	ESTIMATED ATTENDANCE	PRICE PER TICKET	TAXABLE (T)	SUBTOTAL BEFORE TAX	TAX	TOTAL
Admission, Rides, Golf, and Buc. Cove	15	300	\$18.19	NA	\$5,457.00	NA	\$5,457.00
Chaperone Ticket		20		NA	\$0.00	NA	\$0.00

**Special Payment Terms** [if left blank, Section 9 of the Terms & Conditions controls]:

### FOOD AND OTHER SERVICE:

<u>MENU OR RETAIL:</u>	MINIMUM NO. GUARANTEED	ESTIMATED ATTENDANCE	PRICE PER QUOTED	TAXABLE (T)	SUBTOTAL BEFORE TAX	TAX	TOTAL
Meal Combo	15	300	\$8.99	T	\$2,697.00	\$ 235.99	\$2,932.99
Chaperone Meal		20	\$8.99	T	\$179.80	\$ 15.73	\$195.53

**TOTAL: \$8,585.52**

**CHECK IN & PAYMENT:** All participants in the group must be present to check in. Late arrivals will not receive the group rate or meal, and will be charged the regular admission price. Full payment is due upon check in. No individual payments will be accepted. Payment methods accepted are Credit Card, Check (no personal checks accepted) Cash, or Purchase orders.

**Notes:** One Chaperone free for every 15 kids. Free Chaperones must pay for meal. **Buccaneer Cove Attire:** Bathing suits or board shorts must be worn by all guests utilizing the slides. Form fitting to the body rash guards or sun protecting shirt cut tops that are tight and non-cotton may be worn also. Grommets, rivets, buckles, belts or metal ornamentation are not permitted. No Jewelry allowed on the slides. No outside food allowed in the park.

### IMPORTANT PARK INFORMATION

1. Park hours are subject to change without notice.
2. Prices are subject to change without notice. Restrictions may apply.
3. All guests are required to pay park admission.
4. Mandatory guarantee count due five (5) business days prior to event date.
5. Location of where the meal is served is subject to change without notice.
6. Balance must be paid within 30 days from event date. Additional fees will apply after 30 days of unpaid invoice.
7. Height requirements for attractions start at 36".
8. No outside food or drinks allowed inside the park.
9. Rides may be closed due to maintenance.

THIS AGREEMENT IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS. BY SIGNING BELOW, GROUP REPRESENTS AND WARRANTS THAT IS UNDERSTANDS THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

GROUP- date signed:

Festival Fun Parks, LLC-date signed:  
d/b/a Castle Park

Signature

Dawn Morgan  
Signature

Print Name and Title

Dawn Morgan, Sales Representative  
Print Name and Title

## TERMS AND CONDITIONS OF GROUP EVENT AGREEMENT

**1. PARTIES:** This Group Event Agreement ("Agreement") is entered into between the Park and the Group referenced on page one of this Agreement. Group is herein appointed for the purpose of ticket sales only and shall have no power or authority to act for Park in any capacity other than in the sale or disbursement of consigned group Event tickets.

**2. ACCEPTANCE:** This Agreement becomes effective and binding on the date of Group's signature. Park has no obligation whatsoever unless and until Group makes the necessary Deposit payment (and other specified payments) and Park accepts the same, and until such time, Park may book any other group on the specified dates/times or cancel this Agreement. The signatures on behalf of Group and Park on the page one of this Agreement evidence agreement to all of the terms and conditions of this Agreement.

**3. GROUP EVENTS:** All group Events are subject to the terms and conditions of this Agreement and the terms and conditions printed on the tickets involved in the Event.

**4. TICKETS & PRICES:** Group may reserve additional tickets for the Event at the prices listed on the reverse side of this Agreement. Prices are based on the stated Estimate; a decrease in the actual number of Group members may result in correspondingly higher ticket prices. Title to all tickets shall remain with Park until sold. Tickets may only be sold to group's members and not Online, to the general public, or otherwise. If Group fails to make timely Deposit payment, ticket prices are subject to change.

**5. FOOD AND BEVERAGES:** Except as otherwise agreed, all food and beverages consumed at the Park must be purchased at the Park Facility. Group may arrange catering services with the Park prior to the Event. The quoted prices are subject to change until final confirmation of a menu and the number of meals to be served.

**6. EVENT AREA RESERVED:** Park, in its sole discretion, reserves the right to relocate the Group to a different area within the Park. All reasonable efforts will be made to relocate the Group to an area which is equally desirable.

**7. DEPOSIT FEE:** Except as may be specified differently on page 1, Group shall pay a non-refundable deposit fee within thirty (30) days of the Agreement's execution to hold and confirm the Group Event. The deposit fee shall be applied toward Group's total costs for the Event, unless Group forfeits the deposit fee by a no-show or canceling the Event. **A no-show without prior written notice to Park shall make Group liable for the full minimum guarantee.**

**8. FINAL GUARANTEE:** No less than five (5) days prior to the date of the Event, Group shall provide Park with: (1) the number of participants attending the Event; (2) the number and type of tickets to be used; (3) the number of meals to be served; and (4) the number of additional goods or services to be provided.

**9. PAYMENT: GROUP SHALL PAY FOR THE EVENT (INCLUDING ALL TICKETS, CATERING, AND ADDITIONAL GOODS AND SERVICES) IN FULL ON THE DAY OF THE EVENT** (unless otherwise specified on page 1 of this Agreement), and simultaneously return all unused tickets. Group shall pay all fees and expenses for: (1) the actual number of tickets used, meals prepared or served, and additional goods and services provided; (2) 100% of the number of tickets, meals, and additional goods and services that Group provided to Park in its final guarantee; **OR** (3) the minimum number of tickets, meals, and additional goods and services Group guaranteed to purchase (as provided on the reverse side of this Agreement), *whichever is greater*. Group shall remit payment in the form of cash, money order or approved Group check (no second-party or personal checks will be accepted), and forwarded to Park's mailing address specified.

**10. TAX:** All applicable state and local taxes will be added.

**11. CANCELLATION:** Either party may cancel the Event by providing thirty (30) days prior written notice to the other party. In the case of inclement weather, Park may close the Park and will attempt to reschedule the Event. Park, in its sole discretion, shall make the decision whether to close the Park. If the Park remains open, Group is expected to hold the Event. Park is not responsible for disruption of the Event by nature, or for any damages, costs or expenses arising out of cancellation. In the event Group cancels the Event, Group shall forfeit its Deposit. If Group cancels the Event with less than thirty (30) days written notice, Group shall also reimburse Park, as liquidated damages, for an amount equal to 50% of the minimum guaranteed ticket sale (including meals and other goods/services requested) at the agreed upon price. If Group cancels the Event

with less than ten (10) days written notice, Group is responsible to Park for the full contract price: 100% of the minimum guaranteed ticket sale (including meals and other goods/services requested) at the agreed upon price.

**12. RISK OF LOSS:** Group assumes full responsibility and risk of loss for all group tickets consigned, and agrees to pay Park the equivalent cash value for all non-returned tickets, regardless of the reason or cause for said non-return.

**13. REFUNDS:** Park shall not give any refunds, nor anything else of value, for pre-purchased tickets that are not used.

**14. WARRANTY:** The person who executes this Agreement on behalf of each party expressly represents and warrants that s/he has the full and complete authority to do so. **EXCEPT AS EXPRESSLY SET FORTH HEREIN, PARK MAKES NO FURTHER WARRANTIES AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**15. LIABILITY:** Park reserves the right to inspect and control all private Events in the Park. Group shall be liable for any and all damages suffered or incurred by Park, Park employees, the Park Facility or any third parties, which are caused (directly or indirectly) by Group (including without limitation its employees, agents, contractors, vendors, performers or invitees). Park shall not be liable for personal property or equipment brought into the Park Facility.

**16. INDEMNIFICATION:** Group shall indemnify, hold harmless and defend Park (including its managers, owners, officers, directors, agents, employees, affiliates and parent companies), from all claims, liabilities, damages or costs (including reasonable attorneys' fees), which may be incurred in conjunction with the Group's acts or omission, negligence, willful misconduct or illegality, or in connection with this Agreement.

**17. INSURANCE:** Group certifies that it has adequate insurance to cover any injury or damage it may cause or suffer in connection with the Group Event or this Agreement. Alternatively, Group agrees to bear the costs of any such injuries or damages itself. It shall be the sole responsibility of Group to obtain the appropriate amount of insurance to cover its obligations hereunder. Group shall, upon request, furnish Park with a copy of its insurance certificate. Park may also require that it be named as an additional insured.

**18. ASSIGNMENT & MODIFICATION:** This Agreement is not assignable and shall not be modified except in writing and signed by both parties.

**19. GOVERNING LAW/FORUM FOR DISPUTES:** The laws of the State of California shall govern the validity, performance and construction of this Agreement along with any matters arising out of or related to this Agreement, without giving effect to this state's conflict of law principles. Jurisdiction and venue shall lie in the federal or state courts for Orange County, CA. Group irrevocably consents to the exclusive jurisdiction of the aforesaid courts and to the service of process in the aforesaid courts by the mailing of copies thereof to Group at its address set forth on page one of this Agreement. Group irrevocably waives any objection it may now or hereafter have to the forum and venue of the aforesaid courts in proceedings arising out of or in connection with the Group Event or this Agreement. Group further waives its right to a jury trial, to the extent permissible under the governing state's law.

**20. INDEPENDENT CONTRACTOR:** Each party hereto is an independent contractor bearing its own risk of profit and loss.

**21. SEVERABILITY:** The unenforceability or illegality, in whole or in part, of any provision of this Agreement shall not affect the validity of the remainder of such provision or of any agreement resulting from such invalidity.

**22. SURVIVAL:** Any provision herein that by its nature should survive, shall survive the termination or expiration of this Agreement.

**23. WAIVER:** Delay or failure of Park to enforce any right or remedy under this Agreement shall not impair, or be deemed a waiver of, any right or remedy hereunder. The waiver by Park of the breach or default of any condition or provision hereof shall in no way impair the right of Park to avail itself of any right or remedy for any subsequent breach or default thereof.

**GROUP ACKNOWLEDGES THAT IT HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREES TO BE BOUND BY THE SAME.**  
**GROUP INITIALS: \_\_\_\_\_**