



The Park at OWA

10113 Foley Beach Express, Foley, AL 36535 Office: 251-923-2111 Web: VisitOWA.com

2019 Catered Group Agreement

Group Name: City of Foley	
Contact Name: Keisha Ellis	Order #: 16416
Date of Visit: March 27, 2020	Arrival Time: 4pm
E-mail: kellis@cityoffoley.org	Representative: Tim Beisel
Address: 407 E. Laurel Ave.	Rep's phone: 251-979-9496
Foley, AL 36535	Rep's email: tbeisel@visitOWA.com
Phone: 251-943-1545 ext 167	Deposit Received:

Quantity	Ticket Type	Ticket Price Breakdown				Total
		Ticket	10% tax	2% fee*	Total	
350	Group Admission	\$19.99	\$0.00	\$0.40	\$22.39	\$7,136.50
350	Group Meal	\$7.99	\$0.00	\$0.16	\$8.15	\$2,852.50
350	Midway Games	\$3.00	\$0.00	\$0.06	\$3.06	\$1,071.00
350	Refillable Drink Bottle	\$5.00	\$0.00	\$0.10	\$5.10	\$1,785.00
350	Complimentary Snow Cone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total						\$12,845.00
Deposit Amount						\$6,422.50

*2% fee is a Cooperative District Fee (not subject to sales tax exemption)

THE OUTING AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ON PAGE 2. BY SIGNING BELOW, EACH PARTY REPRESENTS AND WARRANTS THAT IT UNDERSTANDS THE TERMS AND CONDITIONS AND AGREES TO BE BOUND BY THEM.

Signature of Group Representative

Printed Name

Title/Date

Signature of The Park at OWA Representative

Printed Name
Group Sales Coordinator

Title/Date

Approval

Terms and Conditions of Group Outing Agreement

_____ 1. **CONSIGNED GROUP TICKETS:** Group representative is not in the business of selling tickets and agrees not to sell the consigned tickets to third parties other than its affiliates. If consigned to the Group, title to all tickets shall remain with The Park at OWA until sold. Group may return any unused tickets (or wristbands where applicable) to The Park no later than close of The Park on the day of the visit for full credit against the amount of the consigned tickets. Group assumes full responsibility and risk of loss for all tickets consigned to the Group and agrees to pay The Park for all tickets that are not returned to The Park (plus taxes and assessments), within the return period.

_____ 2. **FOOD AND BEVERAGES:** Except as otherwise agreed, all food and beverages consumed at The Park at OWA must be purchased from The Park. Group may arrange catering services with The Park prior to the outing. Due to the fluctuation in food costs, the quoted prices are subject to change until final confirmation of a menu and headcount.

_____ 3. **DEPOSIT FEE:** Group shall pay a non-refundable deposit fee, in an amount specified on page 1, in advance to hold and confirm the group outing. The deposit fee will be applied toward Group's total costs for the outing unless forfeited.

_____ 4. **PAYMENT:** GROUP SHALL PAY FOR THE OUTING (INCLUDING ALL TICKETS, CATERING, AND ADDITIONAL GOODS AND SERVICES) PRIOR TO OR UPON ARRIVAL TO THE PARK (unless invoicing has been pre-approved). Group shall pay all fees and expenses for (1) the number of tickets consigned (less any tickets returned as specified in paragraph 1), (2) any goods and services received and (3) the greater of (a) meals served, (b) actual number of catered outing tickets redeemed through the front gate or (c) the number of meals the Group provided in its final guarantee. Group shall remit one payment in the form of cash, money order or check (no second-party or personal checks will be accepted), and forward to The Park at OWA's mailing address. Group agrees to pay a finance charge of 1.5% per month (18% per year) on all amounts past due, and Group agrees to pay all costs (including attorneys fees) paid or incurred to collect any amount due.

_____ 5. **CANCELLATION:** In the case of inclement weather, The Park at OWA may close the The Park and reschedule the outing. The Park, in its sole discretion, shall be responsible for making the decision whether to close The Park. The Park at OWA is not responsible for disruption of the outing as a result of any event beyond its direct control, or for any damages, costs or expenses arising out of cancellation. In the event Group cancels the outing, Group shall forfeit its non-refundable deposit fee. If Group cancels the outing with less than sixty (60) business days written notice, Group shall reimburse The Park for an amount equal to 100% of the contracted Meal Guarantee and Ticket Guarantee (Minimum Guarantee Amount) plus any other goods/services contracted to date.

_____ 6. **AUTHORITY:** 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.

_____ 7. **LIABILITY/INDEMNIFICATION:** The Park at OWA reserves the right to inspect and control all private outings in The Park. Group shall indemnify, hold harmless and defend The Park and its partners, officers, directors, agents, employees, affiliates and parent companies, from all claims, liabilities, damages or costs (including reasonable attorneys' fees), suffered or incurred by The Park, The Parks' employees, The Park facility or any third parties, conjunction with the outing or this Agreement, which result from or are caused (directly or indirectly) by the negligence of the Group, its employees, agents or contractors. The Park at OWA shall not be liable for personal property or equipment brought into The Park facility.

_____ 8. **ADVERTISING:** Group may not mail, publish or otherwise disseminate any advertisement, brochure, or other promotional material bearing the name of The Park at OWA or any affiliate without the prior written consent of The Park at OWA, which is given in The Park's absolute discretion. Collateral material provided by The Park is for in-house use only and may be disseminated to the Group's members but may not be published or displayed to the public. The Park at OWA must approve use of its collateral material before Group may distribute.

_____ 9. **ASSIGNMENT & MODIFICATION:** This Agreement is not assignable and shall not be modified unless such modifications are in writing and signed by both parties.

_____ 10. **INTERPRETATION:** This agreement represents the result of arm's length negotiations between the parties and shall be interpreted and construed without regard to any presumption or other rule requiring construction against the party who caused the Agreement to be drafted.

_____ 11. **SURVIVAL AND 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. Any provision herein that by its nature should survive, shall survive the termination or expiration of this Agreement.

_____ 12. **WAIVER:** Delay or failure of The Park at OWA 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 The Park at OWA of the breach or default of any condition or provision hereof shall in no way impair the right of The Park at OWA to avail itself of any right or remedy for any subsequent breach or default thereof.