

# Kennywood

4800 Kennywood Boulevard  
West Mifflin, Pennsylvania 15122  
412/461-0500

July 11, 2013

Dr. Timothy S. Glasspool  
PLUM BOROUGH SCHOOL DISTRICT  
900 ELicker Road  
Pittsburgh, PA 15239

Dear Dr. Glasspool,

We have scheduled, subject to your approval, the **PLUM BOROUGH SCHOOL DISTRICT's** School Picnic for **Tuesday, 6/10/2014**. An agreement for this date is enclosed. If the agreement is satisfactory, please return one signed copy to us in the envelope provided and maintain the other copy for your files.

Thank you for your continued patronage with Kennywood and we look forward to hosting PLUM BOROUGH SCHOOL DISTRICT next season. If you have any questions or concerns, please call me at (412) 461-0500 ext.1233..

Sincerely



Lisa Bliss  
Director of School Sales  
Kennywood Park

Enclosures



KENNYWOOD INFORMATION	
Park Name:	Kennywood
Mailing Address:	4800 Kennywood Blvd.
City/State/Zip Code:	West Mifflin, PA 15122
Contact Name:	Lisa Bliss
Telephone:	412.461.0500 x1233

**SCHOOL PICNIC AGREEMENT**

**GROUP INFORMATION:**

Name: PLUM BOROUGH SCHOOL DISTRICT  
 Street Address: 900 ELicker Road  
 City: Pittsburgh State: PA Zip Code: 15239  
 Phone No.: \_\_\_\_\_ Facsimile: \_\_\_\_\_  
 Contact Name: Dr. Timothy S. Glasspool  
 Title: \_\_\_\_\_

Event Date: Tuesday 6/10/2014

**TICKETS:**

<u>TICKET TYPE</u>	<u>ESTIMATED ATTENDANCE</u>	<u>PRICE PER TICKET</u>
2014 School Ticket price is \$25.00	N/A	\$25.00

**SPECIAL INSTRUCTIONS**

1. No personal checks will be accepted by Kennywood.
2. No outside caterers, food (including covered dishes) or (alcoholic or non-alcoholic) beverage products may be brought into Kennywood by the School Picnic Organization.
3. Kennywood agrees to grant a round trip transportation allowance of one dollar (\$1.00) for each student, teacher or other adult arriving by chartered or school buses at the Park by 1pm on the day of the scheduled school picnic.

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

GROUP – date signed: \_\_\_/\_\_\_/\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name and Title

KENNYWOOD – date signed: 7/11/13

[Signature]  
Signature

Lisa Bliss  
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. 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. 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 (except as invited by the Group), or otherwise.

**5. FOOD AND BEVERAGES:** N/A

**6. EVENT AREA RESERVED:** N/A.

**7. DEPOSIT FEE:** N/A

**8. FINAL GUARANTEE:** N/A.

**9. PAYMENT:** Group shall pay for all consignment ticket sold (if any) and return unsold tickets to park within ten days of picnic date along with payment in full. 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:** N/A

**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. Park is not responsible for disruption of the Event by nature, or for any damages, costs or expenses arising out of cancellation

**12. RISK OF LOSS:** Group assumes full responsibility and risk of loss for any 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. 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:** N/A.

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

**19. GOVERNING LAW:** : The laws of the State of Pennsylvania shall govern the validity, performance and construction of this Agreement. Jurisdiction and venue shall lie in the courts in Allegheny County, PA.

**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.

