

# NEWPORT AQUARIUM CONSIGNMENT PROGRAM TICKET AGREEMENT 2010

Please type or print

<b>Company/Org.</b>		<b>Date</b>	
<b>Contact</b>			
<b>Title</b>			
<b>Address 1</b>			
<b>Address 2</b>			
<b>City</b>	<b>State</b>		<b>Zip</b>
<b>Phone</b>	<b>Ext.</b>		<b>Fax</b>
<b>Email</b>			

### TERMS AND CONDITIONS

The term of this Agreement is from 12/1/09 through 12/31/10. The Newport Aquarium reserves the right to change the General Admission price and Consignment price at any time during the term of the Agreement (pricing includes tax):

*A minimum order of 50 tickets is required.*

All Prices subject to change without notice.

	<b>General Admission</b>	<b>Consignment Admission</b>
Adult	\$22	<b>\$20</b>
Child (2 to 12)	\$15	<b>\$13</b>
Children under 2	Free	<b>Free</b>

When ordering tickets, please allow two weeks for processing. Consignee shall not sell tickets at a rate greater than the General Admission Price. Consignee is appointed for the purpose of ticket sales only and shall have no power or authority to act for or bind the Newport Aquarium.

### PAYMENT TERMS

Within 15 days after the end of each calendar quarter/month during the term of this Agreement, Consignee shall deliver a written statement to the Newport Aquarium certifying the number of tickets disposed of during the quarter. With the delivery of such statement, Consignee shall pay the Newport Aquarium the full amount owed under this Agreement for such tickets. On or before January 30 of each calendar year during the term of this Agreement, and within 30 days after the expiration or termination of this Agreement, Consignee shall return all tickets ordered during the prior calendar year (or portion thereof) in its possession and pay the Newport Aquarium the amount due under this Agreement for all tickets ordered by Consignee during the prior calendar year (or portion thereof) and not so returned to the Newport Aquarium or already paid for by Consignee. **ALL RISK OF LOSS FOR ANY TICKET DELIVERED TO CONSIGNEE SHALL BE BORNE EXCLUSIVELY BY CONSIGNEE.** Any amount due the Newport Aquarium under this Agreement and not paid when due shall bear interest at the rate of 18% per annum until paid, and accrued interest shall be due at the time of payment of the past due amount. The Newport Aquarium may, in addition to any other available remedy, refuse to deliver any additional tickets if Consignee has breached this Agreement, is delinquent in any payment due the Newport Aquarium, fails to return unused tickets as required under this Agreement or if the Newport Aquarium's records indicate that Consignee has received and not disposed of a relatively large number of tickets based on prior usage. The Newport Aquarium reserves the right to audit Consignee's books and records relating to the order and sale of tickets under this Agreement upon reasonable prior notice to Consignee, and to invoice Consignee in lieu of any quarterly or annual written statement or payment required by Consignee under this Agreement and/or for any errors contained in any statement or payment of Consignee. In such event, payment shall be due by Consignee within 15 days after receipt of the invoice.

**Payment, notices and unused tickets should be mailed to:  
Newport Aquarium, Accounting, One Aquarium Way, Newport, KY 41071.**

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Authorized Consignee Signature	Printed Name	Title	Date
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Newport Aquarium Authorized Signature	Printed Name	Title	Date
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**NEWPORT AQUARIUM  
CONSIGNMENT PROGRAM  
TICKET AGREEMENT 2010**

*A minimum order of 50 tickets is required for each order.*

	<b>General Admission</b>	<b>Consignment Admission</b>	<b>Ticket Quantity</b>	<b>Total Price</b>
<b>Adult</b>	\$22	\$20		\$
<b>Child (2 to 12)*</b> <small>*Children under 2 admitted free</small>	\$15	\$13		\$
All Prices subject to change without notice.		<b>Totals</b>		\$

*Promotional Materials are free, including shipping.*

<b>Promotional Materials</b>	<b>Quantity</b>	<b>Promotional Materials</b>	<b>Quantity</b>
<b>Pack of Brochures</b>		<b>Small Posters</b> 8.5" x 11"	
<b>Table Tents</b> 4" x 6"			

**TERMS AND CONDITIONS**

The terms and conditions of the Consignment Ticket Agreement between Consignee and the Newport Aquarium including Payment Terms, are incorporated by reference herein, and by placing this order Consignee agrees to be bound by and this order is subject to such terms and conditions. Payments should be mailed to:

**Newport Aquarium, Accounting, One Aquarium Way, Newport, KY, 41071**

**Fax ticket agreement & order form to (859) 261-3300**

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Company/Organization	Address	City	State	Zip
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Authorized Consignee Signature	Printed Name	Title	Date
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