



The New York Racing Association, Inc.

◆ 2010 LUXURY SUITES EVENT AGREEMENT ◆

Please Print:

Group/Company Name: _____

Representative Name: _____

Address to send Tickets: _____

City, State, Zip: _____

Telephone: Work: _____ Home: _____

Fax: _____ E-Mail: _____

Date of Event(s): _____ Tax Exempt : () Yes NYS Certificate Enclosed
Valid Tax Exemption Certificates must be included

No. of Adult Tickets _____ Special Seating Requests: _____

Credit Card Authorization

Credit Card #

Security Code:

Expiration Date:

20% _____ Full Payment _____

Name as it appears on card

Signature

Date

I, _____, authorize The New York Racing Association, Inc. to charge my credit card for any balance due, fees and/or expenses in connection with the Event(s) selected.

NYRA Group Sales
P.O. Box 95000-3815
Philadelphia, PA 19195-001
Tel. 888-285-5961 - Fax 718-659-3541
www.nyragroupsales.com

*Maximums Based on Interior Capacity

Suite 1 & 3

()- I- The Whitney- 62 Person Maximum* Suite- Canopy Covered Rooftop

()- III- The Alabama- 62 Person Maximum* Suite- Canopy Covered Rooftop

- () Entire Race Meeting- closed Tuesdays-.....\$94,000.00
- () Mon, Wed, Thurs, Fri, Sat-..... \$3,840.00
- () Sundays-..... \$2,800.00
- () Closing Sat. 9/4, Sun 9/5, Mon. 9/6-..... \$2,800.00
- () Special Saturday Stakes- Whitney 8/7- Alabama 8/21..... \$4,640.00
- () Travers' Day- Saturday 8/28- \$9,800.00

Suites 2 & 4-

()- II- The Jim Dandy- 44 Person Maximum* Suite- Canopy Covered Rooftop

()- IV- The Hopeful- 44 Person Maximum* Suite- Canopy Covered Rooftop

- () Entire Race Meeting- closed Tuesdays-.....\$68,000.00
- () Mon, Wed, Thurs, Fri, Sat-..... \$2,700.00
- () Sundays-..... \$1,980.00
- () Closing Sat. 9/4, Sun 9/5, Mon. 9/6-..... \$1,980.00
- () Special Saturday Stakes- Whitney 8/7- Alabama 8/21..... \$3,630.00
- () Travers' Day- Saturday 8/28- \$6,900.00

Single Seats- subject to availability

- () Entire Race Meeting- closed Tuesdays-.....\$2,100.00
- () Mon, Wed, Thurs, Fri, Sat-..... \$70.00
- () Sundays-..... \$50.00
- () Closing Sat. 9/4, Sun 9/5, Mon. 9/6-..... \$50.00
- () Special Saturday Stakes- Whitney 8/7- Alabama 8/21..... \$80.00
- () Travers' Day- Single Seat Saturday 8/28- \$170.00
- () Travers' Day- Seat, Full Hot Buffet, Full open bar 8/28- \$320.00

Other Services:

- () Race Name and Trophy Presentation - \$1,000.00
*Please note: Only 8-10 people allowed in the Winner's Circle the dress code for trophy presentations is business casual (e.g., slacks, pants, and suit pants for men; and skirts, dresses, and skirted suits for women)
- () Electrical Support (Microphone, slide projector, etc.) - \$200.00
- () Skirted Reception Table - \$20.00
- () Discounts of NYRA souvenir merchandise (20 or more pieces)

Food & Beverages:

- Buffet, Tax & Gratuities are an ADDITIONAL COST
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- Food selections must be sent in 2 weeks prior to the event
- Single Seat Food Selections must be placed with 72 hours prior to the event and must be selected off of the boxed lunch menu ONLY

SHIPPING AND HANDLING:

A fee of \$10.00 will be applied to each group ticket order. **Please include this fee with full payment.** Once full payment is received, a two-part Group Sales Ticket will be provided for each of the contracted number of guests. The first part of the ticket will provide Clubhouse Entrance and the second part will be for admission to the Dining Location.

DRESS CODE:

It is the responsibility of the Group coordinator to inform all guests of the dress code required in The Clubhouse. Business casual is recommended and although jackets are not required they remain an option. Bermuda shorts are permissible in the Paddock Tent but, not in the Clubhouse. No shorts or other abbreviated wear will be permitted in the Winners' Circle.

CANCELLATION:

There are no cancellations, refunds or exchanges on the final guaranteed number of attendees. In the event the races are cancelled, NYRA shall make every effort to reschedule the Group's Event. NYRA reserves the right to relocate the Event if necessary.

GENERAL INFORMATION

The 2010 Saratoga Race Meeting begins on Friday, July 23rd and concludes on Monday, September 6th. There is live racing every day except Tuesday. The gates open at 11:00 A.M. on weekdays, 10:30 A.M. on weekends with the first race post time of 1:00 PM with the exception of Sunset Friday's July 30th and September 3rd when the first race starts at 2:45. On Travers Day, Saturday, August 28th, the gates open at 7:00A.M. and the first race is scheduled for 12:30 P.M.

The last live race generally concludes at approximately 5:30 P.M. and simulcast races end at approximately 7:00 P.M.

Access to all dining areas begins at 11:30 A.M. with the exception of Travers' Day when one can arrive at 11:00 A.M. The buffets generally open at 12:00 P.M. and continue until 3:00 P.M. Guests have access to their assigned tables until the last live race is official.

Clubhouse admission, the Post Parade Programs, tax and gratuities are included in all Group Sales Dining Packages. Beverages are additional and can be paid for with cash or credit. All bar packages and service conclude at post time of the final live race.

Programs will be handed out at the turnstiles or your ticket can be shown at any program selling location. **If patrons do not collect their program on the way in, it is their responsibility to go back and get one.**

General parking is free of charge. Buses are offered complimentary parking in the Oklahoma Bus Parking Area, located just inside East Avenue.

Ticket Process

Once you have paid in full for your event, we will mail out your tickets. Each of your guests should get a three part perforated ticket which includes, admission, program and lunch. **Do not rip apart;** the Admissions clerk will do that for you.

◆ TERMS OF AGREEMENT ◆

- All Group packages include admission, the Race Program, tax and gratuities. (Tax exempt pricing applied with a copy of a current and valid NY State tax exempt certificate submitted with deposit.)
- All rights not specifically granted herein are reserved by NYRA.
- The Group agrees that it shall not tape and/or exhibit any film or video on the Premises without the express written consent of NYRA.
- Special seating requests will be considered by the maitre d' but will be subject to availability.
- Parking and beverages are not included in all packages. Parking passes and open bar options may be added with advance payment.
- All bar packages and bar service conclude at post time of the final race of the day.
- In all dining areas, NYRA's contracted caterer is the single provider of all menu items and beverages. No food or beverages are to be brought onto or removed from our premises by the Group or its guests without permission of NYRA.
- Fifty percent (50%) of the remaining balance is due by **March 1, 2010**. FULL PAYMENT and FINAL guaranteed number of attendees is required by **May 1, 2010**. **There are no cancellations, refunds or exchanges on the final guaranteed number of attendees.** Payments by check are to be made payable to THE NEW YORK RACING ASSOCIATION, INC. **Payments by check for Events over Five Thousand Dollars (\$5,000.00) must be made by cashier's check. Personal checks for Events over \$5,000.00 will not be accepted.** *Group hereby agrees that any and all unpaid fees and/or expenses arising under this Agreement shall be charged to the credit card provided on the attached Credit Card Authorization form (including, but not limited, to bar tabs, etc. established by the Group during the Event).*
- In the event that races are canceled due to weather conditions, strike or other circumstances beyond NYRA's control, NYRA shall be under no obligation nor have any liability to the Group beyond the return of any (refundable) payments received by NYRA from the Group; provided, however, that NYRA is unable to reschedule the Group Event.
- Group agrees to indemnify and defend NYRA and its directors, officers, employees, agents, contractors, and servants against, and to hold all of them harmless from and against, any liability, judgment, costs, suits, claims, or expenses (including attorneys' fees), losses, injuries, or damages caused by Group, or which result as a consequence of a breach of this Agreement by Group, or any condition created, caused, or permitted by Group, its agents, servants, employees, or invitees. Group agrees to use its best efforts to prevent damage to the Premises and property, and will indemnify, reimburse and make NYRA whole, and all other parties lawfully upon or in possession of said Premises or property, for injuries to persons or animals, death, or property damage suffered or incurred as a result of Group's operations or as a result of Group's breach of this Agreement.

Menus subject to change

Please indicate your acceptance of this agreement by returning a signed copy of this document, and Group Sales will return a fully signed copy for your records.

ACCEPTED AND AGREED TO:

By: _____ **Date:** _____

By: _____ **Date:** _____

The New York Racing Association, Inc.