

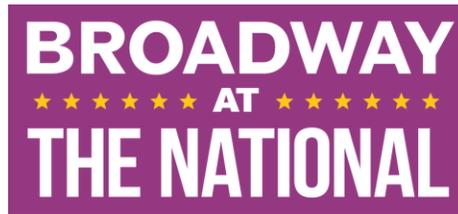


A NEDERLANDER PRESENTATION

Group Sale Terms of Service

Updated 9/8/21

1. Group sales are only available to a group containing ten (10) or more individuals for the same performance, unless otherwise stated. All group sales are subject to ticket availability. The Group understands and accepts that the priority of seat location assignments will vary by attraction, date and circumstances, and shall be at the sole discretion of the theatre. The Group agrees that this is a fair and equitable arrangement, where the Broadway at The National (“BATN”) Group Sales Department will accommodate any group and individuals needing accessible seating, as the theatre can accommodate. BATN reserves the right, in its sole discretion, to refuse to take group sales orders from any group or individual for any reason whatsoever, subject to applicable law. The Group understands that children under the age of 4 are not permitted in the theatre, unless otherwise noted.
2. Unless otherwise stated, a deposit of at least ten percent (10%) of the total payment must be received within ten (10) days of the initial reservation. Ten percent (10%) of total payment will be calculated and then rounded up to the closest total ticket price. No reservation is guaranteed until deposit is received. The remaining balance is due no later than four (4) weeks prior to the performance date. In the event that a Group order is placed within four (4) weeks of a performance, then full payment must be made immediately upon reservation.
3. Once full payment is made, there are no refunds or exchanges. All sales are final. If the group fails to make any payment when due, all tickets may be released for public sale. The theatre may retain, as liquidated damages for the Group’s breach of this contract, all monies paid by the Group to BATN. BATN is not responsible for refunding any unclaimed tickets.
4. The purchaser may decrease the number of tickets (but not below 10, the group minimum) until the final payment is made, and receive credit against the balance. Deposits are non-refundable, but may be converted to full price single tickets in the event that a group does fall beneath the required number of participants for a group. Additional tickets may be reserved at the group rate up to two business days before the performance, if available. An additional \$15.00 fee shall be added each time.
5. Reservations may be changed to a different performance of the same production within 48 hours of the earlier performance. A \$25.00 fee will apply for each such change requested after the deposit has been received. The remainder of the deposit will be transferred to the new reservation. Balance due is subject to change if tickets are exchanged to a higher priced performance.
7. If, for any reason, the performance is canceled or rescheduled and no alternate date that is satisfactory to both you and BATN is available, the National Theatre shall refund to you, upon return of all tickets, any monies already paid by you for the tickets and neither party will have any further obligation to the other. The National Theatre shall not be liable for any damages in excess of the amount actually paid for the tickets. Please note any processing fees charged are nonrefundable.
8. No tickets purchased pursuant to the group sale may be resold for any amount other than the price printed on each ticket without the express written permission of the National Theatre. Tickets acquired for your group may not be resold, transferred, or distributed to any ticket broker or any other person or entity



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for further resale. The Theatre reserves the right to deny admission to any person seeking admission with a ticket obtained in violation of the terms of this contract. Should it come to the attention of BATN management that anyone in the group is a ticket broker, all current and future orders may be cancelled without notice or justification of action.

9. Any advertising by the Group relating to the purchase of tickets is subject to the express written approval of BATN. In the event of unauthorized advertising, the order may be cancelled without notice at the sole discretion of the National Theatre. All monies paid to BATN will be nonrefundable.

10. You and your organization agree that you will not distribute purchased tickets for cash or any other type of payment on site at the National Theatre. Any on-site resale of purchased tickets is prohibited.

11. Payment may be made by one (1) credit card, check, or money order ONLY for the group as an entirety. If paying by check or money order, mail a copy of your signed invoice to: **Attn: Group Sales, Broadway at The National, 1321 Pennsylvania Ave. NW, Washington, DC 20004**. Otherwise, credit cards will be accepted via your Account Manager platform and corresponding invoice. Note: No single or per-seat payments will be accepted.

Make checks payable to: National Theatre Group

12. Tickets will be held at the box office under the Group Leader's name, or provided as mobile tickets, once final payment of the balance is received. Tickets may not be distributed more than 28 days in advance of the event, unless otherwise noted. Group Leader accepts the responsibility to maintain contact information for each group member for the purposes of contact tracing or guest notification if advised by the CDC

13. This contract constitutes the entire agreement between parties. There are no other oral representations or understandings modifying any of the terms of this agreement. The terms of this agreement can be altered only with the written consent of BATN. Payment of the deposit and/or execution of the initial reservation indicates that Group has received, understands, and accepts the terms and conditions contained herein.

14. BATN is keeping up-to-date with local and state health guidelines and taking steps to make your return to live events as safe as possible. Health and safety protocols based on current guidance from public officials and theatrical unions may be in place at the time of your performance. Any patron who does not comply with the venue's health protocols may be required to leave the venue. For more information on how BATN plans to open safely visit: <https://www.broadwayatthenational.com/covid-19-info-center/>. Please note that this event is being planned at 100% capacity and is subject to show requirements and applicable law.