

A NEDERLANDER PRESENTATION

Group Sales Terms of Service Updated June 2023

# BOOKING

- A Group is defined as any assembly of people connected by a common interest, containing ten (10) or more individuals for the same performance. If a group falls below ten (10), the Group understands that any applied discounts and/or special pricing will no longer be applicable to the order, but the group may still attend any performance at The National Theatre together.
- 2. All group sales are subject to ticket availability. The Group understands and accepts that the priority of seat location assignments will vary by performance, date, and circumstances, and shall be at the sole discretion of Broadway at The National ("BATN").
- 3. The Group agrees that this is a fair and equitable arrangement, where the 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.

# PAYMENT

- 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 inquiry or reservation. Ten percent (10%) of the total payment will be calculated and then rounded up to the closest total ticket price. No reservation is guaranteed until deposit is received. The deposit may be made my check or credit card. The remaining balance is due no later than four (4) weeks prior to the performance date. If a Group order is placed within four (4) weeks of a performance, then full payment must be made immediately upon reservation.
- 2. Groups pricing is provided exclusively through our groups department and varies by show, performance time, and section. Groups pricing includes a \$4.00 facility fee and \$1.00 administrative fee per ticket. All groups are subject to a one-time-only group booking fee, as follows:
  - \$15 for groups under 50
  - \$25 for groups 50+
- 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. Payment may be made by 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 contract and invoice to: Attn: Group



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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: BATN is not allowed to accept single or per-seat payments for a group sale.

Make checks payable to: National Theatre Group LLC

### CHANGES

- 1. The purchaser may decrease the number of tickets (but not below 10, the group minimum) up 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 if 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 the number of tickets change.
- 2. If seats are available, 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.
- 3. If, for any reason, the performance is canceled or rescheduled and no alternate date that is satisfactory to both Group and BATN is available, BATN 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. BATN shall not be liable for any damages more than the amount actually paid for the tickets. Please note booking and administrative fees are nonrefundable.

# TICKETS

- 1. 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 BATN. Tickets acquired for your group may not be resold, transferred, or distributed to any ticket broker or any other person or entity for further resale. BATN 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.
- 2. 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.
- 3. The Group Leader will be able to manage their tickets directly through Account Manager. The Group Leader accepts the responsibility to maintain contact information for each group member for the purpose of distributing tickets to the group.



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- 4. BATN provides the following ticket distribution options for your convenience:
- Mobile Delivery: No charge. All tickets distributed into the Group Leader's Account Manager.
- Printed Will Call: Flat rate based on group size:
  - o \$15 for groups under 50
  - \$25 for groups 50+
- Print & Ship: Based on group size:
  - \$15 for groups under 50, plus shipping
  - \$25 for groups 50+, plus shipping

### PROMOTIONS

1. Any advertising by the Group relating to the purchase of tickets is subject to the express written approval of BATN. Upon request, BATN may share with the Group Leader show graphics, show copy, photos, videos, and other materials to help get the word out to the group. In the event of unauthorized advertising, the order may be cancelled without notice at the sole discretion of BATN. All monies paid to BATN will be nonrefundable.

### AGREEMENT

- 1. 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.
- 2. This contract is considered executed upon signature below. To be completed by Group Leader.

Signature:	 Date:
Name:	
Phone:	 -
Email:	 _

### PLEASE RETURN SIGNED CONTRACT WITH DEPOSIT.

Digitally by email to groupsales@broadwayatthenational.com, or by mail to Attn: Group Sales, Broadway at The National, 1321 Pennsylvania Ave. NW, Washington, DC 20004.