



## **GILROY GARDENS FAMILY THEME PARK REVENUE SHARE AFFILIATE PRODUCT AGREEMENT**

### **ORGANIZATION INFORMATION**

- Organization Name: \_\_\_\_\_
  - Mailing Address: \_\_\_\_\_
  - Contact Name: \_\_\_\_\_
  - Phone Number: \_\_\_\_\_
  - Email Address: \_\_\_\_\_
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This Agreement ("Agreement") is entered into between **Gilroy Gardens Family Theme Park**, hereafter referred to as **"Gilroy Gardens"**, and the company/organization listed below, hereafter referred to as **"Organization"**, for the purpose of selling certain admission and non-admission products, hereafter referred to as **"Products."**

### **1. Purpose**

Gilroy Gardens agrees to permit the Organization to sell designated Products through a dedicated **Affiliate Portal**, subject to the terms and conditions outlined herein.

### **2. Affiliate Portal Use**

- Gilroy Gardens will create and provide an Affiliate Portal weblink to the Organization.
- Access is granted exclusively for use by the Organization's to advertise to the general public for a two week period as a fundraiser.
- Misuse, including distribution of Affiliate Portal outside the Organization distribution channel(s) listed above, may result in immediate termination of this Agreement at the sole discretion of Gilroy Gardens, without prior notice.
- Products are not available at the Gilroy Gardens Front Gate.



### 3. Products Offered

Products made available on the Affiliate Portal may include, but are not limited to:

- Discounted admission tickets (single day, multi-day, or special event)
- Non-discounted convenience items (e.g., Parking, Food & Beverage, Fast Lane Vouchers)

Products are subject to availability and may be added, modified, or removed at any time. The Organization may request product removal via written request to [groupsales@gilroygardens.org](mailto:groupsales@gilroygardens.org).

### 4. Pricing & Notifications

- Pricing of all Products is determined solely by Gilroy Gardens and may change at any time.
- The Organization may not profit from the sale of Products. Mark-ups, service fees, or additional charges are strictly prohibited unless agreed to in section 6 of this agreement.

### 5. Payment Options

Select the agreed payment method by checking one:

☒ **Direct Payment:** Purchasers pay at time of purchase via credit card. No financial liability is held by the Organization.

☐ **Consignment Payment:** Purchasers do not pay at the time of purchase. The Organization will be billed monthly and is financially responsible for payment per invoice terms.



## 6. Revenue Share & Organization Payment

Within 14 days of the end of the Organizations two-week sales period, Gilroy Gardens will provide to Organization a sales report for all sales, minus refunds and issue payment to the Organization in the following structure:

- 15% of all revenue generated from the sale of discounted admission tickets.
- 0% of all revenue generated from non-discounted convenience items.

Select the agreed Organization payment method by checking one:

☐ **Physical Check Payment:** Organization is paid via physical check and mailed to the address listed above under Organization Information.

☐ **ACH Payment:** Organization is paid via ACH transfer using the following information

Name of Bank: \_\_\_\_\_

Account Name: \_\_\_\_\_

Routing Information: \_\_\_\_\_

Account Number: \_\_\_\_\_

## 7. Advertising & Marketing Materials

Gilroy Gardens will provide the Organization with approved marketing messaging and predesigned marketing collateral, including print and digital materials (collectively, the “Marketing Materials”), which may include Gilroy Gardens’ logos, trademarks, service marks, trade names, copyrighted content and other proprietary materials (collectively, the “Intellectual Property”) solely for the purpose of promoting the products under this Agreement.

The Organization agrees that all Marketing Materials and Intellectual Property shall be used only as provide, without modification, alteration or adaptation unless prior written approval is obtained from Gilroy Gardens. If bespoke or customized marketing materials are required, the Organization may submit a request by emailing [groupsales@gilroygardens.org](mailto:groupsales@gilroygardens.org) for assistance in developing of these custom marketing materials.

The Organization is granted a limited, non-exclusive, non-transferable, and revocable license to use Gilroy Gardens Marketing Materials and Intellectual Property solely for the purpose set forth in this Agreement. No ownership rights are conveyed to the Organization, and all rights, title, and interest in the and to the Marketing Materials and Intellectual Property shall remain with Gilroy Gardens at all times.

Gilroy Gardens reserves the right to revoke the Organization's permission to use Marketing Materials and Intellectual Property at any time upon written notice. All rights to the use of Marketing Materials and Intellectual Property shall automatically terminate upon the termination of this Agreement, or upon revocation, whichever occurs first.

### **8. Park Operations and Availability**

Prices, operating hours, dates, and attraction availability are subject to change without notice. Gilroy Gardens may close for private events, reach capacity, or shut down attractions due to weather, maintenance, or other unforeseen circumstances. No rain checks or refunds will be issued.

### **9. Product Terms**

All Products are subject to their individual terms, conditions, and restrictions, as well as those listed at [www.gilroygardens.org/legal/](http://www.gilroygardens.org/legal/).

### **10. Termination**

The term of this agreement will be a two-week period which will begin on \_\_\_\_\_, 2026 and conclude on \_\_\_\_\_, 2026.

### **11. Authorization**

The individual signing this Agreement affirms that they are authorized to act on behalf of the Organization and agrees to all terms listed herein.

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### **AGREED AND ACCEPTED**

#### **For Gilroy Gardens**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

#### **For Organization**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_