



Board of Public Works and Safety

Agenda Item

Cover Sheet

MEETING DATE: April 9, 2024

- ☒ Consent Agenda Item
- ☐ New Item for Discussion
- ☐ Previously Discussed Item
- ☐ Miscellaneous

ITEM #: 12

INITIATED BY: Sarah Davis

- ☒ Information Attached
- ☐ Bring Paperwork from Previous Meeting
- ☐ Verbal
- ☐ No Paperwork at Time of Packets



ACCOUNT ID: 187067426
INVOICE ID: 98252
INVOICE DATE: 3/6/2024
DUE DATE: 3/15/2024

BILL TO

City of Noblesville
Sarah Davis
16 S. 10th Street
Noblesville, IN 46060

SUBTOTAL: \$23,100.00
TAX TOTAL: \$0.00
GRAND TOTAL: \$23,100.00

PAYMENTS: \$0.00
TOTAL DUE: \$23,100.00

This invoice/agreement is subject to the
Terms & Conditions available online at
premium.livenation.com/seat-terms

Note: Item ID in each line below corresponds with the same item in the subsequent section.

ITEM ID	EVENT/SEASON	SECTION	ROW	SEATS	QTY	PRICE	TAX	TOTAL
2172212 1 1	2024 Ruoff Amp Season	TABLE9	S2	1 - 4	4	\$23,100.00	\$0.00	\$23,100.00

ITEM ID	TYPE	THRESH*	THRESH. FEE*	PARKING**	ADDITIONAL AMENITIES
2172212 1 1	Flat Rate	N/A	N/A	2	

*Thresh. and Thresh. Fee are referred to in Terms & Conditions as Concert Threshold and Opt-In/Out Per Concert Price, respectively.
**Parking passes per applicable event.

NOTES AND/OR ADDITIONAL TERMS

2023 Credit To Be Applied to 2024: \$3,500
Full Payment by check.

CHECK PAYMENT INSTRUCTIONS

Please make checks payable to Live Nation Worldwide, Inc.

FEIN: 13-3977880

Standard Mail (US Postal Service)
Live Nation Worldwide, Inc.
Dept LA23625
Pasadena, CA 91185-3625

Overnight/UPS/FedEx/Signature Req'd:
Live Nation Worldwide, Inc.
14005 Live Oak Avenue
Dept 23625
Irwindale, CA 91706-1300

Wire Transfer
Live Nation Worldwide, Inc.
HSBC Bank USA
Wire ABA Routing: 021001088
ACH Routing: 022000020
Account: 751717126

AUTHORIZATION SIGNATURES

Signatures in lieu of accepting digital invoice via Account Manager, or if required by Live Nation.

X _____
PURCHASER DATE

X _____
LIVE NATION WORLDWIDE, INC. DATE

Live Nation Premium Seat Program
Terms & Conditions

The following terms and conditions, as well as any other policies, rules or guidelines that may be applicable to particular offers or features presented to you (“you” or “your”) by Live Nation Worldwide, Inc. (“LN,” “we” or “us”), (collectively “Terms”) govern your purchase of tickets under the Premium Seat Sales program. By completing your purchase of tickets under this program, you expressly agree to these Terms, which together with your Invoice, constitute the “Agreement.” We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on LN’s digital account management portal, Account Manager (“Account Manager”), at which time you will be prompted to accept these revised Terms at the time of your next login. The “Last Updated” date above will tell you when these Terms were last revised. By continuing to purchase and use tickets after that date, you agree to the changes.

I. Definitions

A. “Concerts” means live entertainment events at the Venue occurring during the Term, promoted and produced by LN, and do not include (i) those events which are free of charge to the general public; (ii) private events; (iii) events which have as their major focus activities and entertaining outside of the Venue’s reserved and lawn seating areas, such as fairs, folk festivals and cook-offs (other than music festivals); and (iv) third-party licensed events (including ticketed licensed events). For purposes of this Agreement, each day of a multi-day music festival shall be considered a separate Concert.

B. “Concert Season” means on or about April 1-November 1 for outdoor, seasonal Venues or the period between your assigned start and end date for indoor, year-round Venues during the calendar year(s) of this Agreement. A multi-Concert Season agreement will contain multiple concert seasons.

C. “Concert Threshold” means the number of Concerts provided as part of Purchaser’s full concert season package, in order of public announcement date by LN, as stated on your Invoice.

D. “Fee” means the amount due for a specific package as indicated on your Invoice.

E. “Force Majeure Event” means a fire, earthquake, war, revolution, civil riot, disaster, acts of public enemies, blockade or embargo, strikes, epidemics, pandemics, any law, order, or proclamation by a governmental authority, act of God, or any other event or occurrence which is beyond the reasonable control of either of us, and which renders performance impossible or impracticable.

F. “Invoice” means the document that details the purchase of your Premium Seat Sales package.

G. “Marks” means our company and Venue names and logos.

H. “Opt-In Per Concert Price” means the per-Concert price set forth on your Invoice.

I. “Opt-Out Additional Tickets” means the number of tickets equal to the number of Seats you purchased at the Venue to each additional Concert above the Concert Threshold.

- J. "Opt-Out Per Concert Price" means the per-Concert price set forth on your Invoice.
- K. "Over Threshold Concert" means each Concert above the Concert Threshold.
- L. "Seat" means the physical seat(s) detailed on the Invoice to which these Terms are attached.
- M. "Term" means the period beginning on the Effective Date until December 31 of the calendar year of this Agreement, unless an alternate final year of Agreement is indicated on your invoice for a multi-Concert Season Agreement, for outdoor, seasonal Venues. Term means the period between the assigned start and end date for indoor, year-round Venues.
- N. "Threshold Credit" means an amount equal to the difference between the number of Concerts that occurred during the Concert Season and the Concert Threshold, *multiplied by* the Opt-In or Opt-Out Per Concert Price per Concert, to be applied to the next Concert Season.
- O. "Ticket Bank" means a deposit of funds in an amount designated on the Invoice to use toward the purchase of Concert tickets and certain VIP amenities.
- P. "Venue" means the facility where a Concert is held.

II. General Terms

A. Seat Ownership. We own and control all rights to the Seats for all Concerts. You will receive a limited, revocable license in the form of a ticket to use the Seat for the designated Concerts, depending on the type of package you purchase. Your license is subject to all rules, regulations and policies related to Concert tickets as established by us and the Venue. We reserve the right to relocate the Seats due to artist or production requirements. We further reserve the right to relocate the Seats due to venue remodels or renovations and will communicate any impact to your Seats. When applicable, we will comply with artist requirements such as, but not limited to, ticket transfer, delayed delivery or resale restrictions. No rights or obligations, including without limitation renewal, are created or conferred on either party beyond these Terms. Licenses are issued and may be renewed at our sole discretion. If applicable, we will provide you with a designated number of complimentary parking passes for each Concert (other than music festivals). The number of complimentary parking passes available for music festivals may vary. Each parking pass is good for one (1) vehicle. Complimentary parking is available on a first come, first served basis. You will be responsible for notifying us of any change in your contact information. Tickets will be in the form of a digital ticket on your mobile device unless we advise you otherwise. Electronic ticket transfers and ticket donations are final. We will not return to you, reassign, or otherwise void tickets you have transferred to other parties or donated to charity, except as noted under Cancellation or Postponement of a Concert sections.

B. Use of Tickets. You may not use tickets in any connection whatsoever with any advertising, promotion (including contests and sweepstakes) or other commercial or trade purposes without our express written consent. Non-compliance with the preceding may result in termination of your purchase and forfeiture of any prepaid Fees, and we shall retain the right to pursue any and all other legal rights and remedies afforded us. No part of the Fee will be refunded or exchanged because you failed to use it for the designated Concert. Donating tickets to charity via Account Manager or the Live Nation App is acceptable.

C. Resale. You may resell Concert tickets acquired pursuant to this Agreement provided that:

1. You may not re-sell Concert tickets for box, suite, table, or club Seats.

2. If you list your Concert tickets for sale in a digital resale marketplace, you must also list your tickets for sale through our website.
3. VIP amenities (including VIP club and parking) may not be sold or transferred independently – they may only be transferred together with a Concert ticket.
4. We reserve the right to prohibit resale for certain Concerts or Seats, and we reserve the right to prohibit resale on third party platforms.
5. You may not resell or advertise for resale any Concert tickets on Venue property or prior to the date tickets are made available for sale to the general public.
6. You may not resell more than twenty-five percent (25%) of your tickets for any Concert Season (except for events in Illinois).
7. You may not use our Marks (or any other similar marks) and must use best efforts to prevent your affiliates from using our Marks (or any other similar mark), to advertise your Concert tickets for resale, including without limitation via Google AdWords, an internet URL, or any Venue “fan” or informational website.
8. You may not list Concert Tickets at a price lower than the greater of \$35.00 or 115% of the face value of the ticket, in either case exclusive of taxes, charges and fees.
9. We reserve the right to impose Concert-specific pricing requirements, including a price floor or ceiling.
10. Certain maximum resale premiums and restrictions may apply in some states, and we are not responsible for providing legal advice regarding resale or pricing of tickets. You are responsible for complying with all applicable ticket resale laws.
11. All resales of your tickets through our websites are final. Under no circumstances will we return to you or void tickets you have resold.
12. All Ticket Transfers are final. Under no circumstances will we return to you or void tickets you have transferred.

As further set forth *infra* in Section I, Termination, you acknowledge that LN may, in its sole discretion, terminate this Agreement for violation of this Section C.

D. Venue Policies. You and each of your guests and invitees, as well as any transferee of any tickets and their guests and invitees (collectively, “Your Parties”) shall comply with all applicable state, federal, and local laws, as well as all rules, regulations, guidelines and protocols established from time to time by LN and the Venue (“LN Protocols”), including, without limitation, the prohibition on reselling Tickets on Venue property, the prohibition on advertising Tickets for resale prior to the public on-sale date, and all health and safety protocols related to communicable diseases or other public health concerns. LN Protocols may also include, without limitation, staggered arrival and departure times, temperature checks, virus testing, proof of vaccination, pre-sanitization requirements, physical distancing, masks/face coverings, special food & beverage service requirements, and requiring persons developing or exhibiting symptoms of illness to leave the Venue. LN and the Venue reserve the right to update the LN Protocols at any time in their sole discretion. Furthermore, any person failing to follow LN Protocols or acting in a manner that threatens the general peace and security of any Concert, including but not limited to using foul or abusive language, appearing intoxicated, or otherwise displaying rowdy or inconsiderate behavior, is subject to ejection. Failure by any of Your Parties to maintain proper decorum during a Concert or to comply with applicable LN Protocols shall subject this Agreement to termination, including forfeiture of all monies paid hereunder. Additional monies may be owed to LN for any unreasonable wear and tear, theft of, or damage to Venue property by any of Your Parties.

E. Payments.

1. You are responsible for paying all Fees by the due dates set forth in the Invoice. If we do not receive any payment within ten (10) business days after its applicable due date, the amount past due will accrue interest at the maximum rate allowed by law, and you must additionally pay a late fee in an amount equal to two percent (2%) of the amount that is past due. If you fail to pay the Fees due, we may, in our discretion, (i) withhold tickets to the

Seat(s) until all past due amounts have been paid, or (ii) terminate the Agreement due to your breach. In each case, without limiting any of our other rights or remedies, we will have the right to resell the tickets. The foregoing will not relieve you of your obligation to pay any outstanding balances. The refund provisions of the Live Nation Fan Guarantee do not apply to the Agreement, and we will not issue exchanges or refunds for lost, stolen, damaged or destroyed tickets.

2. You agree that you will not attempt to evade, avoid, or circumvent any refund prohibitions in any manner with regard to your tickets. Without limiting the foregoing, you will not contact us or the Venue to seek a refund or exchange when that is prohibited hereunder or by our policies or those of the Venue, and you will not dispute or otherwise seek a "chargeback" from the company whose credit card you used to purchase tickets. Should you do so, your tickets may be canceled, and we may, in our sole discretion, refuse to honor pending and future ticket purchases made from all credit card accounts or online accounts on which such chargebacks have been made, and may prohibit future ticket purchases by any person who accesses or uses any associated online account or credit card (including any person whose name is listed thereon) or who otherwise breaches this provision. Returned or dishonored checks may be subject to a handling charge. We may also require you to make all future payments in the form of guaranteed funds (money order, cashier's check or wire transfer). If we issue you a refund for a ticket due to a canceled or postponed event, we will issue a refund of the price you paid for the ticket. In no event will delivery charges or any other amounts be refunded. If a refund is issued, it will be issued using the same method of payment that was used to purchase the tickets. We will not be liable for travel or any other expenses that you or anyone else incurs in connection with a canceled or postponed event.

3. If you pay us by check, reference your name on the check and make the check payable to:

Live Nation Worldwide, Inc.
Attn: Accounts Receivable
Dept. LA23625
Pasadena, California 91185-3625

F. Assignment. You may not assign or transfer this Agreement, whether voluntarily or by gift, bequest or operation of law, without our express written consent. Any assignment in violation of this section shall be deemed void.

G. Force Majeure Event.

Applicable to Full Concert Season Packages with 'Flat Rate' Pricing (Section III), Personal Seat Licenses (Section V), and Venue Membership (Section VII):

1. The failure of either you or us to comply with these Terms, other than the payment of Fees, due to a Force Majeure Event will not be deemed a breach of this Agreement. For seasonal, outdoor Venues: If a Force Majeure Event results in the cancellation of all or part of a Concert Season, you shall be entitled to receive a prorated credit to be applied to the next Concert Season based on the number of concerts in the remainder of the Concert Season (which shall be the average number of Concerts per Concert Season based on the prior five Concert Seasons) less the number of Concerts in the Concert Season already performed (such amount, the "Balance"). If you require a refund instead of the credit, you will need to request a refund in writing. If you have not committed to a new package by June 1st of the next Concert Season, we will issue you a refund. For indoor, year-round Venues: If a Force Majeure Event results in the cancellation of all or part of the Term, you shall be entitled to receive a prorated credit to be applied to the next Term based on the number of Concerts in the remainder of the Term (which shall be the average number of Concerts held during the Term based on the prior five years) less the number of Concerts in the Term already performed. If you require a refund instead of the credit, you will need to request a refund in writing.

If you have not committed to a new package within six months following the expiration date of your current package, we will issue you a refund.

2. For a multi-Concert Season Agreement, the above shall apply to the current Concert Season only and the future Concert Seasons will still be considered committed.

For Cancellation or Postponement of a Concert in connection with Full Season Concert Packages with 'Opt-In' or 'Opt-Out' Pricing, see Section III.D.

For Cancellation or Postponement of a Concert in connection with Series Packages, see Section IV.C.

For Cancellation or Postponement of a Concert in Connection with a VIP Ticket Bank, see Section VI.B.

H. Change of Status, Control or Purpose of Venue. If a closure, sale, other transfer or change of use of the Venue causes a cancellation of all or part of a Concert Season, we will refund to you your unearned portion of the total Fee you paid, if any.

I. Termination. In addition to any other termination provisions in this Agreement, if we terminate this Agreement due to your breach of any of Sections II.B-F, you agree to pay us liquidated damages in the amount equal to the balance remaining on the applicable Invoice(s) at the time of such termination. If we terminate this Agreement for any reason other than due to your breach or Force Majeure Event, we will refund to you your unearned portion of the total Fee you paid, if any.

J. Assumption of Risk. You voluntarily assume all risks and danger incidental to the Concert for which the ticket is issued, whether occurring before, during or after the Concert, and you waive any claims for personal injury or death against us, the Venue, artists, other attendees or participants, and all of our respective parents, affiliated entities, agents, officers, directors, owners and employees on behalf of yourself and any accompanying guest or invitee. You bear all risks of inclement weather.

K. Recording, Transmission and Exhibition. You agree that the Concert for which you purchase tickets is a public event, that your appearance and actions inside and outside the Venue where the Concert occurs are public in nature, and that you have no expectation of privacy with regard to your actions or conduct at the Concert. You grant permission to us and the Concert provider(s) to utilize your name, image, likeness, acts, poses, plays, appearance, movements, and statements in any live or recorded audio, video, or photographic display or other transmission, exhibition, publication or reproduction made of, or at, the Concert (regardless of whether before, during or after performance) for any purpose, in any manner, in any medium or context now known or hereafter developed, without further authorization from, or compensation to, you or anyone acting on your behalf.

L. You Are Subject to Search. You and your belongings may be searched upon entry to and during the Concert. You consent to such searches and waive any related claims that may arise. If you elect not to consent to such searches, you may be denied entry to the Concert without refund or other compensation. Under certain Venue rules, certain items may not be brought into the premises, including without limitation, alcohol, drugs, controlled substances, cameras, recording devices, laser pointers, strobe lights, irritants (e.g., artificial noisemakers), bundles and containers.

M. Limitation of Liability. IN NO EVENT WILL WE, OUR LANDLORDS OR LICENSORS, OR THE CONCERT PROVIDERS, SUPPLIERS, ADVERTISERS AND SPONSORS, BE RESPONSIBLE OR LIABLE TO YOU OR ANYONE ELSE FOR, AND YOU HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK, DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY TYPE OTHER THAN OUT OF POCKET EXPENSES, AND ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND ANY SEAT OR TICKET, EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND

REGARDLESS OF WHETHER THE CLAIM IS BASED UPON ANY CONTRACT, TORT, OR OTHER LEGAL OR EQUITABLE THEORY. WITHOUT LIMITING THE FOREGOING, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT WE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR (A) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, WHETHER ARISING IN CONTRACT OR IN TORT, RESULTING FROM YOUR ACCESS TO AND USE OF A SEAT OR TICKETS, OR (B) ANY LOST, STOLEN OR DAMAGED TICKETS, OR THE FAILURE OF A VENUE TO HONOR A TICKET. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. THE ALLOCATION OF RISK BETWEEN US IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN US. OUR AGGREGATE LIABILITY ARISING OUT OF THESE TERMS OR THE USE OF THE SEATS WILL NOT EXCEED THE AMOUNT(S) YOU HAVE PAID US IN THE PAST TWELVE MONTHS. IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE. OUR LIABILITY WILL BE LIMITED UNDER THIS PARAGRAPH TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AND THE PROVISIONS OF THIS PARAGRAPH WILL NOT APPLY TO THE EXTENT APPLICABLE LAW PERMITS THE RECOVERY OF DAMAGES, ATTORNEYS' FEES OR COSTS OTHERWISE PROHIBITED UNDER THIS PARAGRAPH.

In addition to the foregoing, you agree that you and each of Your Parties will enter and occupy the Venue at their own risk. Notwithstanding implementation of the LN Protocols, you specifically acknowledge that an inherent risk of exposure to communicable disease exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. YOU ACKNOWLEDGE ON YOUR BEHALF, AND ON BEHALF OF ALL OF YOUR PARTIES THAT YOU AND YOUR PARTIES VOLUNTARILY ASSUME ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 (AS WELL AS ANY OTHER COMMUNICABLE DISEASE) AT THE VENUE AND YOU ON BEHALF OF YOURSELF AND YOUR PARTIES RELEASE THE LN PARTIES FROM LIABILITY IN CONNECTION THEREWITH.

N. Indemnification. If anyone brings a claim against us related to your or Your Parties' use of the Seats or tickets or your violation of these Terms, you agree to indemnify, defend and hold us and our parents, shareholders, members, partners, affiliates, divisions and subsidiaries, landlords, licensors, Concert providers, suppliers, advertisers and sponsors, and each of our and their respective officers, directors, managers, shareholders, employees, agents, and representatives harmless from and against any and all claims, suits or proceedings brought against us, including any resulting liabilities, damages, losses and expenses of any kind (including reasonable legal fees and costs) suffered or incurred by us ("Third Party Claims"). You shall control the defense and settlement of any Third Party hereunder, provided that the Indemnified Party may participate in the defense and settlement of the Third Party Claim with its own counsel at its own expense. You shall not be responsible for any costs incurred or compromise made by us without your prior written consent. You may not enter into any settlement that (a) fails to encompass our complete and unconditional release from all liability, (b) that contains an admission of wrongdoing on our part, or (c) that imposes a financial obligation on or otherwise commits or adversely impacts us, without our prior written consent, such consent not to be unreasonably withheld, conditioned or delayed.

O. Applicable Law. This Agreement will be governed by and construed according to the laws of the state of New York, without regard to the conflict of laws principles or provisions thereof. You expressly submit to the exclusive personal and subject matter jurisdiction of the state and federal courts located in such state, which shall be the exclusive venue for any dispute.

P. Disputes, Including Mandatory Arbitration and Class Action Waiver. Any controversy or claim arising out of or in relation to this Agreement, or the validity, construction or performance of this Agreement, or the breach thereof, shall be submitted to and resolved by binding arbitration in New York, NY, before a single arbitrator in accordance with the rules of JAMS Streamlined (for claims under \$250,000) or the JAMS Comprehensive (for claims over \$250,000) Arbitration Rules and Procedures. Any attempt to resolve any claims, disputes, or controversies under this section shall be consistent with the confidentiality and nondisclosure requirements and obligations set

forth herein. Judgment by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof. You hereby waive any right to participate in a class action against us. Each party irrevocably and unconditionally waives any and all rights to a jury trial in respect of any claim arising or relating to this Agreement. No judicial actions permitted in this section shall waive or limit the claiming party's rights to adjudicate the merits of the dispute by arbitration. Each party shall bear its own costs in the arbitration, provided that in the event that any legal action, arbitration or other proceeding is instituted to enforce any provision in this Agreement, or because of an alleged dispute, breach or default in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and other direct litigation costs incurred in that action or proceeding, including any appeal of such action or proceeding, in addition to any other relief to which that party may be entitled.

Q. Notices. All legal notices given hereunder shall be in writing and shall be deemed to have been duly given (a) on the delivery date if delivered personally, by nationally recognized overnight courier, or by email transmission, or (b) five (5) business days after the mailing date whether or not actually received, if sent via registered or certified mail or equivalent, if available, return receipt requested, in each case with any delivery fees pre-paid and addressed to the party at the address provided to the other party in writing. This section does not apply to the service of any documents in any legal action, any arbitration or other method of dispute resolution.

R. Waiver. If you or we fail to enforce any of the provisions of the Agreement or any rights, or fail to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Agreement.

S. No Representation or Warranty by LN. There is no verbal agreement or other understanding between you and us, and LN makes no warranties or representations, regarding the number of Concerts to be held during the Concert Season(s) covered by this Agreement.

T. Severability. In the event that any term or provision of the Agreement is held to be invalid, void or unenforceable, then the remainder of the Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

U. Entire Agreement. The Agreement, including the Invoice, constitutes the entire understanding between us and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing.

III. Terms Applicable to Full Concert Season Packages

A. Grant of Rights.

1. Venues with "Flat Rate" Pricing. You will have the exclusive right to receive one (1) ticket per Seat and any applicable VIP amenities, as stated on your Invoice, at all Concerts at the Venue during the Concert Season. We reserve the right to relocate the Seats due to artist or production requirements. When applicable, we will comply with artist requirements such as, but not limited to, ticket transfer, delayed delivery, or resale restrictions. You will be required to pay the full Fee indicated on your Invoice regardless of the number of Concerts held during the Concert Season or the number of Concert tickets you actually use.

2. Venues with "Opt-In" Pricing. You will have the exclusive right to receive one (1) ticket per Seat and any applicable VIP amenities, as stated on your Invoice, at all Concerts at the Venue during the Concert Season. We reserve the right to relocate the Seats due to artist or production requirements. When applicable, we will comply with artist requirements such as, but not limited to, ticket transfer, delayed delivery, or resale restrictions. If fewer Concerts than the Concert Threshold occur during the Concert Season, you will receive a Threshold Credit in an

amount to be confirmed following the conclusion of the Concert Season. The Threshold Credit amount shall apply to the next Concert Season. If you require a refund instead of the credit, you will need to request a refund in writing. If you have not committed to a new package by June 1st of the next Concert Season, we will issue you a refund. You agree to pay us the Opt-In Per Concert Price for each Over-Threshold Concert. You authorize us to charge the Opt-In Per Concert Price to a designated credit card on file for your Invoice without further notice to you if the invoice is not paid by its due date. We will confirm your designated credit card for this purpose later in the Concert Season if the Venue is likely to exceed its Concert Threshold. If a valid credit card is not on file, you agree to pay the Opt-In Per Concert Price by the deadline we set, which will be no fewer than seven (7) days after tickets are placed on sale to the general public.

3. Venues with "Opt-Out" Pricing. You will have the exclusive right to receive one (1) ticket per Seat and any applicable VIP amenities, as stated on your Invoice, at the defined number of Concerts in the Concert Threshold. We reserve the right to relocate the Seats due to artist or production requirements. When applicable, we will comply with artist requirements such as, but not limited to, ticket transfer, delayed delivery, or resale restrictions. If fewer Concerts occur during the Concert Season, you will receive a Threshold Credit in an amount to be confirmed following the conclusion of the Concert Season. The Threshold Credit amount shall apply to the next Concert Season. If you require a refund instead of the credit, you must request a refund in writing. If you have not committed to a new package by June 1st of the next Concert Season, we will issue you a refund. You will have the right to purchase certain Opt-Out Additional Tickets. We will attempt to provide your Opt-Out Additional Tickets in the Seats, subject to availability and artist approval, but cannot guarantee that the Seats will be available. You will have the right to purchase Opt-Out Additional Tickets at the then-current pricing, as communicated to you by us. Any Opt-Out Additional Tickets must be purchased by the deadline we set, which is typically no later than seven (7) days after tickets are placed on sale to the general public.

B. Renewal. We may invite you to renew the Agreement for the next Concert Season. You must confirm your acceptance of our renewal offer within the period designated in the renewal offer. Any renewal will be subject to the same terms and conditions offered to other purchasers at that time. We cannot guarantee that you will have the right to renew the Agreement or, if you renew, that you will receive the same Seats.

C. Termination. If you notify us of your intent to terminate the Agreement without cause or if we terminate the Agreement due to your breach (each, "Your Termination"), you must pay us the Termination Fee set forth below and we will be released from all further obligations and liabilities to you under the Agreement. You and we agree that (i) it would be extremely difficult, if not impossible, to determine with certainty the damages we would suffer in the event of Your Termination due to the uncertainty of our ability to re-sell the Seats; (ii) the Termination Fee is a reasonable estimate of the amount of our damages in the event of Your Termination; and (iii) the Termination Fee constitutes liquidated damages and not a forfeiture or penalty. Your payment of the Termination Fee shall be in lieu of all other monetary damages that may be payable by you to us as a result of Your Termination. For purposes of this section, the Termination Fee shall mean all then-outstanding Fees for tickets and VIP amenities that you already ordered and/or used, plus a percentage of the total Fees due under the Agreement for the upcoming or current Concert Season (as applicable), as set forth below:

Days Prior to the Concert Season Start Date	Percentage of Fees Due
120 or more days	20%
60 to 119 days	30%

31 to 59 days	40%
1 to 30 days	50%
After Commencement of Concert Season	100%

For a multi-Concert Season Agreement, the Termination Fee will be based on the Fees due for the upcoming or current Concert Season (as applicable) only and not the total Fees due under the Agreement for the entire Term.

D. Cancellation or Postponement of a Concert.

1. Venues with "Flat Rate" Pricing: If one or more Concerts during the applicable Concert Season is cancelled or postponed and rescheduled for a date outside of the same Concert Season, for any reason whatsoever other than a Force Majeure Event or Venue Closure (including, due to artist cancellation, bad weather, etc.), you are in no way relieved of your obligation to pay us the total Fee stated in the Invoice, nor will you receive a refund or discount of the total Fee stated in the Invoice. For rescheduled Concerts, you will not be entitled to use the Seats unless the rescheduled Concert falls within the same Concert Season. If you do not renew your Seats for the Concert Season applicable to the rescheduled Concert, we will void any and all previously issued tickets to the Concert, including those transferred or pending transfer to another party. You agree to notify all affected parties that these tickets have been voided. Ticket donation and resale via our platform are final and we will invoice you for the rescheduled Concert. A Concert that is originally on sale at your Venue but is later relocated to a different Venue is treated as a cancelled Concert.

2. Venues with "Opt-In" Pricing: If one or more Concerts during the applicable Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the same Concert Season, you will receive a Threshold Credit to apply to the next Concert Season. If you require a refund instead of the credit, you will need to request a refund in writing. If you have not committed to a new package by June 1st of the next Concert Season, we will issue you a refund. If you do not renew your Seats for the Concert Season applicable to the rescheduled Concert, we will void any and all previously issued tickets to the Concert, including those transferred or pending transfer to another party. You agree to notify all affected parties that these tickets have been voided. Ticket donation and resale via our platform are final and we will invoice you for the rescheduled Concert. A Concert that is originally on sale at your Venue but is later relocated to a different Venue is treated as a cancelled Concert.

3. Venues with "Opt-Out" Pricing: If one or more Concerts during the applicable Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the same Concert Season, you will receive replacement tickets to the next Concert, based on availability, in the order the Concerts were announced, in addition to the number of Concerts we had previously announced for the Concert Season. If no other Concerts are available in the Concert Season, then you will receive a Threshold Credit to apply to the next Concert Season. If you require a refund instead of the credit, you will need to request a refund in writing. If you have not committed to a new package by June 1st of the next Concert Season, we will issue you a refund. If you do not renew your Seats for the Concert Season applicable to the rescheduled Concert, we will void any and all previously issued tickets to the Concert, including those transferred or pending transfer to another party. You agree to notify all affected parties that these tickets have been voided. Ticket donation and resale via our platform are final and we will invoice you for the rescheduled Concert. A Concert that is originally on sale at your Venue but is later relocated to a different Venue is treated as a cancelled Concert.

IV. Terms Applicable to Series Packages

A. Grant of Rights. You will have the exclusive right to use the Seats to the selected Concerts and the applicable VIP amenities at the Venue for each Concert in the series during the Concert Season. Series Packages must consist of a minimum of three (3) Concerts either selected at the time of sale or determined at a later date ("Series"). Only one Concert of an artist's multi-night run may be included in the Series, unless otherwise communicated to you by us. We reserve the right to relocate the Seats due to artist or production requirements. When applicable, we will comply with artist requirements such as, but not limited to, ticket transfer, delayed delivery, or resale restrictions.

B. Termination. If you notify us of your intent to terminate the Agreement without cause or if we terminate the Agreement due to your breach (each, "Your Termination"), you must pay us the Termination Fee set forth below and we will be released from all further obligations and liabilities to you under the Agreement. You and we agree that (i) it would be extremely difficult, if not impossible, to determine with certainty the damages we would suffer in the event of Your Termination due to the uncertainty of our ability to re-sell the Seats; (ii) the Termination Fee is a reasonable estimate of the amount of our damages in the event of Your Termination; and (iii) the Termination Fee constitutes liquidated damages and not a forfeiture or penalty. Your payment of the Termination Fee shall be in lieu of all other monetary damages that may be payable by you to us as a result of Your Termination. For purposes of this section, the Termination Fee shall mean all then-outstanding Fees for tickets and VIP amenities that you already ordered and/or used, plus a percentage of the total Fees due under the Agreement for the upcoming or current Concert Season (as applicable), as set forth below:

Days Prior to the Concert Season Start Date	Percentage of Fees Due
120 or more days	20%
60 to 119 days	30%
31 to 59 days	40%
1 to 30 days	50%
After Commencement of Concert Season	100%

C. Cancellation or Postponement of a Concert. If one or more Concerts selected for your Series during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, you will be entitled to receive replacement tickets to a mutually agreed upon Concert on the remaining schedule, subject to availability. If you and we are not able to agree on a replacement Concert, or if there are no more available Concerts for you to select as a replacement, then you will receive a credit equal to the cost of the tickets and any VIP amenities for the canceled or postponed Concert(s). This credit will be applied to the next Concert Season or Term. If you require a refund instead of the credit, you will need to request a refund in writing. For seasonal, outdoor venues: If you have not committed to a new package by June 1st of the next Concert Season, we will issue you a refund. For indoor, year-round venues: If you have not committed to a new package by 6 months following the expiration date of your current package, we will issue you a refund. If you have yet to pay in full for your Series at the time a credit is issued, your total balance owed for the Series will be deducted by the amount of the credit. Only in this scenario

will a Series be honored for less than three (3) Concerts. For those postponed Concerts originally scheduled during the Term, you will not be entitled to use the Seats unless the rescheduled Concert falls within the Term. If you do not have a Series in the Concert Season or Term applicable to the rescheduled Concert, we will void any and all previously issued tickets to the Concert, including those transferred or pending transfer to another party. You agree to notify all affected parties that these tickets have been voided. Ticket donation and resale via our platform are final and we will invoice you for the rescheduled Concert. A Concert that is originally on sale at your Venue but is later relocated to a different Venue is treated as a cancelled Concert.

V. Terms Applicable to Personal Seat Licenses

A. Grant of Rights. You will have the exclusive right to purchase one (1) ticket per Seat in a specific seat location, as stated on your Invoice, to all Concerts at the Venue during a specified time period. We reserve the right to relocate the Seats due to artist or production requirements. When applicable, we will comply with artist requirements such as, but not limited to, ticket transfer, delayed delivery, or resale restrictions. You must pay the amounts due for all tickets in addition to your Fee. You must pay your Fee in full before you will be permitted to place any ticket orders. We will notify you of the Concert schedule, ticket prices (including applicable taxes and fees) and time period within which you may purchase tickets. If you do not purchase tickets during the specified time period, your exclusive rights to the Seats will expire.

B. Renewal. We may invite you to renew the Agreement for the next Concert Season or Term. You must confirm your acceptance of our renewal offer within the period designated in the renewal offer. Any renewal will be subject to the same terms and conditions offered to other purchasers at that time. We cannot guarantee that you will have the right to renew the Agreement or, if you renew, that you will receive the same Seats.

C. Termination. If you notify us of your intent to terminate the Agreement without cause or if we terminate the Agreement due to your breach (each, "Your Termination"), you must pay us the Termination Fee set forth below and we will be released from all further obligations and liabilities to you under the Agreement. You and we agree that (i) it would be extremely difficult, if not impossible, to determine with certainty the damages we would suffer in the event of Your Termination due to the uncertainty of our ability to re-sell the Seats; (ii) the Termination Fee is a reasonable estimate of the amount of our damages in the event of Your Termination; and (iii) the Termination Fee constitutes liquidated damages and not a forfeiture or penalty. Your payment of the Termination Fee shall be in lieu of all other monetary damages that may be payable by you to us as a result of Your Termination. For purposes of this section, the Termination Fee shall mean all then-outstanding Fees for tickets and VIP amenities that you already ordered and/or used, plus a percentage of the total Fees due under the Agreement for the upcoming or current Concert Season (as applicable), as set forth below:

Days Prior to the Concert Season Start Date	Percentage of Fees Due
120 or more days	20%
60 to 119 days	30%
31 to 59 days	40%
1 to 30 days	50%

After Commencement of Concert Season	100%
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For a multi-Concert Season Agreement, the Termination Fee will be based on the Fees due for the upcoming or current Concert Season (as applicable) only and not the total Fees due under the Agreement for the entire Term.

D. Cancellation or Postponement of a Concert. If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, we will provide you with replacement tickets or refund you the price you paid for the original tickets, at our discretion. For those postponed Concerts originally scheduled during the Term, you will not be entitled to use the Seats unless the rescheduled Concert falls within the Term. If you do not renew your Personal Seat License for a specified time period applicable to the rescheduled Concert, we will void any and all previously issued tickets to the Concert, including those transferred or pending transfer to another party. You agree to notify all affected parties that these tickets have been voided. Ticket donation and resale via our platform are final and we will invoice you for the rescheduled Concert. Cancellation of a Concert or postponement of a Concert outside of the Term in no way relieves you of your obligation to make full payment of the Fee amount stated on the Invoice. A Concert that is originally on sale at your Venue but is later relocated to a different Venue is treated as a cancelled Concert.

VI. Terms Applicable to VIP Ticket Banks

A. Grant of Rights. Throughout the Term, you will have the right to use your Ticket Bank to purchase tickets and certain VIP amenities to Concerts at the Venue. All ticket and VIP amenity purchases will be deducted from the Ticket Bank, including any applicable service fees and taxes. The number of tickets and VIP amenities per Concert which may be purchased against the Ticket Bank will be based on availability at the time of your request and any applicable artist or Venue restrictions. Ticket and VIP amenity orders will be processed only if the Ticket Bank has a value greater than or equal to your order, including service fees and applicable taxes. You forfeit any amount remaining in the Ticket Bank at the end of the Term, unless a credit is owed due to the cancellation or postponement of a Concert as described in Section VI-B.

B. Cancellation or Postponement of a Concert. If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, you will be entitled to receive replacement tickets to a mutually agreed upon Concert on the remaining schedule, subject to availability. If you and we are not able to agree on a replacement Concert, or if there are no more available Concerts for you to select as a replacement, then you will receive a credit equal to the cost of the tickets and any VIP amenities for the canceled or postponed Concert. This credit will be applied to the next Concert Season or Term. If you require a refund instead of the credit, you will need to request a refund in writing. For seasonal, outdoor venues: If you have not committed to a new package by June 1st of the next Concert Season, we will issue you a refund. For indoor, year-round venues: If you have not committed to a new package by 6 months following the expiration date of your current package, we will issue you a refund. For those postponed Concerts originally scheduled during the Term, you will not be entitled to use the Seats unless the rescheduled Concert falls within the Term. If the rescheduled Concert falls outside of the Term, we will void any and all previously issued tickets to the Concert, including those transferred or pending transfer to another party. You agree to notify all affected parties that these tickets have been voided. Ticket donation and resale via our platform are final and we will invoice you for the rescheduled Concert. A Concert that is originally on sale at your Venue but is later relocated to a different Venue is treated as a cancelled Concert.

VII. Terms Applicable to Venue or Market Membership

A. Grant of Rights. A Venue or market membership ("Membership") will consist of either one flat Membership fee with access to purchase tickets ("Membership A"), or one flat Membership fee and a specified amount of dollars to be applied as a credit to tickets ("Ticket Credit") requested by you - ("Membership B") for a specified Term. Memberships A and B are primarily available at our non-seasonal, indoor venues operating year-round.

- a. For Membership A: Throughout the Term, you will have the right to purchase one (1) ticket per Seat in a designated area of seating at the Venue. You must pay the amounts due for all tickets separately and in addition to your Membership fee. We will notify you of the Concert schedule, ticket prices (including applicable taxes and fees) and time period within which you may purchase tickets.
- b. For Membership B: Throughout the Term, you will have the right to use your Ticket Credit to purchase tickets to Concerts in a designated area of seating at the Venue. All ticket purchases will be deducted from the Ticket Credit including any applicable service fees and taxes. The number of tickets per Concert which may be purchased against the Ticket Credit will be based on availability of tickets at the time of your request and any applicable artist or Venue restrictions. Ticket orders will be processed only if the Ticket Credit has a value greater than or equal to your order, including service fees and applicable taxes. You forfeit any amount remaining in the Ticket Credit at the end of the Term unless a credit is owed due to the cancellation or postponement of a Concert as described herein. Should you exhaust the Ticket Credit prior to the end of the Term, you will be able to purchase a new Ticket Credit. We will notify you of the Concert schedule, ticket prices (including applicable taxes and fees) and time period within which you may purchase tickets.

B. Renewal. We may invite you to renew the Agreement for a new Term based upon applicable circumstances. Any renewal will be subject to the same terms and conditions offered to other purchasers at that time. We cannot guarantee that you will have the right to renew the Agreement.

C. Cancellation or Postponement of a Concert. If one or more Concerts during the Concert Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, you will be entitled to receive replacement tickets to a mutually agreed upon Concert on the remaining schedule, subject to availability. If you and we are not able to agree on a replacement Concert, or if there are no more available Concerts for you to select as a replacement, then you will receive a credit back to your Ticket Credit, if applicable, equal to the cost of the tickets for the canceled or postponed Concert. If you require a refund instead of the credit, you will need to request a refund in writing. For those postponed Concerts originally scheduled during the Term, you will not be entitled to use the Seats unless the rescheduled Concert falls within the Term. If you do not renew your Membership for the Term applicable to the rescheduled Concert, we will void any and all previously issued tickets to the Concert, including those transferred or pending transfer to another party. You agree to notify all affected parties that these tickets have been voided. Ticket donation and resale via our platform are final and we will invoice you for the rescheduled Concert. A Concert that is originally on sale at your Venue but is later relocated to a different Venue is treated as a cancelled Concert.

VIII. **Terms Applicable to Group or One-Off Purchases**

- A. Grant of Rights. You will have the exclusive right to receive one (1) ticket per Seat and any applicable VIP amenities, as stated on your Invoice, to one Concert at the Venue. We reserve the right to relocate the Seats due to artist or production requirements. When applicable, we will comply with artist requirements such as, but not limited to, ticket transfer, delayed delivery, or resale restrictions.

- B. Cancellation or Postponement of a Concert. If the Concert is, for any reason, cancelled, or postponed and rescheduled for a date outside of the current Concert Season or Term, we will provide you with replacement tickets to a mutually agreed upon Concert on the remaining schedule for the current Concert Season or year, subject to availability, or refund you the price you paid for the original tickets, at our discretion. In order to issue a refund for a Concert rescheduled for a date outside of the current Concert Season or year, we will void any and all previously issued tickets to the Concert, including those transferred or pending transfer to another party. You agree to notify all affected parties that these tickets have been voided. Ticket donation and resale via our platform are final and so will not result in a refund. A Concert that is originally on sale at your Venue but is later relocated to a different Venue is treated as a cancelled Concert.

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