

A RESOLUTION OF THE CITY OF WEST PLAINS, MISSOURI AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN AGREEMENT WITH TICKETMASTER FOR A THREE-YEAR TERM.


BE IT RESOLVED BY THE COUNCIL OF THE CITY OF WEST PLAINS, MISSOURI AS FOLLOWS:

Section 1: The City Administrator is authorized and directed to execute an agreement with Ticketmaster for a three-year term.

Section 2: This Resolution shall be in full force and effect from and after the date of its passage and approval.

PASSED AND APPROVED THIS 21st DAY OF JUNE 2022.

CITY OF WEST PLAINS, MISSOURI

BY: 
MAYOR MICHAEL
TOPLIFF

ATTEST:


CITY CLERK ALLISON SKINNER



June 12, 2022

To: City Council

From: Eryn Walters, Civic Center Director

Re: Ticketmaster Ticketing Agreement

Executive Summary

The West Plains Civic Center is seeking approval on the ticketing agreement with Ticketmaster for a 3-year term.

Discussion

The City of West Plains would like to enter into a contract with Ticketmaster for them to provide ticketing services for the West Plains Civic Center.

This agreement covers a new fee structure that will offer a lower ticketing fee for our tickets that are \$10 or less. We also worked into the hardware agreement portion a timeline for when we are to receive new hardware for our box office.

After interviewing three different options for our ticketing system (Ticketmaster, Etix, and Amxs), we chose Ticketmaster not only for the trusted brand recognition for our customers, but the staff also has a familiarity with the software and Ticketmaster's willingness to lower their fee structure. We felt this was the best option for the venue not only for today but for the future.

Fiscal Impact

There are no direct costs to the Civic Center in this agreement. Ticketmaster makes their money from fees charged on tickets. There is a 3 percent credit card fee charged to us, for all credit card sales. However, this is just to cover their credit card fees charged to them by the credit card vendors.

No budget item is needed for this agreement.

Timeline

This will be a three-year agreement, if approved, starting June 22, 2022 and will run through the end of June 21, 2025.



USER AGREEMENT

THIS USER AGREEMENT ("Agreement") is entered into as of June 21, 2022 and is made effective as of July 1, 2022 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), and the West Plains Civic Center, a government agency of the City of West Plains, Missouri ("Principal"). This Agreement consists of this User Agreement, and any Exhibits attached hereto which are incorporated herein by this reference. The meanings of all capitalized terms used in this Agreement are set forth in Section 13 hereof. In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **TERM.** The initial term of this Agreement shall begin on the Effective Date and shall continue for three (3) year(s) thereafter (the "Term"), and shall be automatically renewed for successive three (3) year terms following the initial Term, unless either party hereto notifies the other party in writing, not less than ninety (90) nor more than one hundred twenty (120) days prior to the end of the initial Term or the then current renewal period, of its intention not to renew this Agreement. Should either party choose to terminate the agreement after the 3 year agreement, the date of termination will be mutually agreeable between both parties. Terminating prior to the end of the agreement, will result in the terminating party paying any lost revenue due to the to the other party.

2. **TICKET SALES RIGHTS; EXCLUSIVITY.**

(a) **Grant of Rights:** Principal hereby grants to Ticketmaster, and Ticketmaster accepts from Principal, the right during the Term of this Agreement, to be the exclusive seller, as Principal's agent, of all Tickets for the Sellable Capacity for every Attraction via any and all means and methods, including on the Internet, by telephone, computer, IVR, outlets, television, clubs, auctions, VIP packages, presales, upsells, or by any other means of distribution, whether existing now or at any time in the future. Principal shall ensure that the entire Sellable Capacity for every Attraction shall be made available for distribution on the TM System.

(i): ~~The Principal is authorized to sell paper tickets for non-profit fundraisers that do not exceed \$50 per ticket and for which the facility is not collecting any facility fees associated with the selling of the ticket. These sales will be restricted to paper tickets that are not being sold online anywhere.~~

(b) **Sales by Principal:** Subject to the terms of this Section 2, Principal retains the right to: (i) sell single Tickets from the Facility Box Office to persons physically present at the Facility Box Office; (ii) sell Season/Contract Tickets; (iii) conduct Group Sales of Tickets; and (iv) provide a reasonable number of House Seats for any Attraction.

(c) **No Third Party Systems or Services:** Principal shall not directly or indirectly use, sponsor, promote, advertise, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale or issuance of tickets.

(d) **No Minimum Sales:** It is agreed and understood that neither Ticketmaster nor Principal guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

(e) **Acknowledgement by Principal:** Principal acknowledges that Ticketmaster acts as the agent of certain third parties that may be a direct or indirect competitor of Principal. Principal also acknowledges that Ticketmaster has entered and may in the future (including during the Term of this Agreement) enter into new business relationships with other third parties, including those in the entertainment and sports industry, such as performers who perform at the Facility, for a variety of services. Principal further acknowledges that any such sales or services or solicitations to provide such sales or services as contemplated under this subsection do not compete with Principal or conflict with this Agreement or Ticketmaster's rights, duties or obligations under this Agreement.

3. **CHARGES AND FEES.** Principal authorizes Ticketmaster, in its sole discretion, to collect the Face Value, applicable convenience charges and processing fee from each Ticket purchaser and deduct the applicable Inside Charges from the settlements paid to Principal pursuant to Section 6 of this Agreement. In the event applicable law prohibits the assessment of such fees against consumers, Ticketmaster and Principal shall agree on alternative means for compensating Ticketmaster for its services in amounts reasonably comparable to those set forth in this Agreement, and as permitted by applicable law.

(a) **Convenience Charge (Per Ticket) and Processing Fee (Per Order):** The per Ticket convenience charges and per order processing fees shall be determined and (subject to the terms set forth herein) retained by Principal during the Term of this Agreement; provided, however, in the event the per Ticket convenience charges in any single transaction exceeds the amount of \$9.00 per Ticket (the "Standard Per Ticket Fee Cap"), then Principal and Ticketmaster shall each retain fifty percent (50%) of any amount of such aggregate per Ticket fees for such transaction in excess of the Standard Per Ticket Fee Cap; and provided, further, in the event the per order processing fees in any single transaction exceeds the amount of \$5.00 per order (the "Standard Per Order Fee Cap"), then Principal and Ticketmaster shall each retain fifty percent (50%) of any amount of such aggregate per order fees for such transaction in excess of the Standard Per Order Fee Cap. In the event any per Ticket fee or per order fee in any single transaction is less than the applicable Inside Charge due Ticketmaster as set forth in subsection (b) following, Ticketmaster reserves the right to invoice Principal for the amount of such Inside Charge, or to setoff such amount against any funds held by Ticketmaster on account of Principal.

(b) **Inside Charges:**

Type of Ticket	Per Ticket Inside Charge	Per Order Inside Charge
For Tickets sold via the Facility Box Office	\$0.00 per Ticket	\$0.00 per order
For Tickets sold via Ticketmaster distribution channels with the following Face Values:		
\$0.01 to \$10.00	\$1.00 per Ticket	\$3.00 per order (all Face Values)
\$10.01-\$25.00	\$3.50 per Ticket	
\$25.01 to \$49.99	\$4.50 per Ticket	
\$50.00 and above	\$5.50 per Ticket	

(c) **Payment Processing Fees:** With respect to Tickets purchased from Ticketmaster with credit cards, debit cards, gift cards or any other methods of payment, the payment authorization and processing fees ("Payment Processing Fees") shall be passed on to Principal at an amount equal to 3.0% of the Face Value of all Tickets (plus any fees added to the Face Value) sold via Ticketmaster distribution channels, which percentage rate shall be deducted by Ticketmaster from the Ticket sales proceeds, or, at Principal's option, upon notice to Ticketmaster, the convenience charge may be adjusted to include such Payment Processing Fees; provided, that the convenience charge will be rounded up to the nearest \$0.05. The Payment Processing Fees set forth above are subject to automatic increase due to increases in interbank rates imposed on Ticketmaster.

(d) **Mail Fee:** Ticketmaster shall be entitled to assess and receive a fee in the amount of \$5.00 per order against purchasers of Tickets using the U.S. mail method of delivery (the "Mail Fee").

(e) **TM+:** Ticketmaster shall enable its proprietary, integrated primary and secondary market ticket inventory platform and technology on the TM.com Website, which platform and technology shall enable consumers searching for Tickets to an Attraction to simultaneously view Tickets available for initial sale directly by Principal pursuant to the Agreement, in addition to Tickets available for resale from other consumers (collectively, "TM+"), in accordance with the terms and conditions set forth on Exhibit B attached hereto. The parties acknowledge and agree, the terms "TM System" and "Software" as used in the Agreement shall be deemed to incorporate TM+.

(f) **Platinum Tickets and VIP Packages:** The terms and conditions set forth in Exhibit C attached hereto shall apply in connection with the sale of Platinum Tickets and VIP Packages.

4. INSTALLATION AND SET-UP.

(a) **Attraction Set-Up:** In order to effectively utilize Ticketmaster's distribution technologies, within a reasonable time before (but in no event less than the time period described below) the scheduled on-sale date of Tickets for each Attraction (the "On-Sale Date"), Principal shall furnish Ticketmaster with all necessary information with respect to the Attraction, including, without limitation, seating layout of the Facility, Ticket structure, discounts permissible, Attraction Taxes, Ticket header information, logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets (collectively, the "Set-Up Information"). The parties intend that all accessible seating Tickets that are available for sale to persons desiring accessible seating shall be made available for sale on the TM System and such accessible seating Tickets shall not be released into the general pool of Tickets that are available for sale until forty-eight (48) hours before an Attraction. Principal must provide the Set-Up Information to Ticketmaster at least five (5) business days prior to the On-Sale Date for new Attractions that do not utilize seating charts then existing in the TM System, and at least three (3) business days prior to the On-Sale Date for new Attractions that utilize seating charts then existing in the TM System. Ticketmaster shall have no responsibility and Principal shall indemnify and hold Ticketmaster harmless from and against any and all liabilities, claims, expenses (including court costs and reasonable attorneys' fees) and causes of action resulting from the inaccuracy of any Set-Up Information furnished by Principal pursuant hereto.

(b) **Will-Call Services:** Principal shall notify Ticketmaster of Principal's will-call capabilities and will-call Facility Box Office hours. Principal shall verify the identity of each person picking up Tickets at will-call via a valid photo identification (government issued) and the credit card used in the Ticket sales transaction. Principal shall not release Tickets to any customer whose identity has not been so verified.

(c) **Ticket Stock.** Principal shall be responsible for the security of Ticket stock in its possession, and the risk of loss of Ticket stock shall shift to Principal upon the delivery thereof to Principal or Principal's authorized representative, agent or employee.

5. ADVERTISING.

(a) Principal is responsible for all advertising, marketing and promotion of the Attraction(s). In all advertising or promotional material which Principal creates, causes to be produced, controls or recommends relating to any Attraction, Principal shall include the Ticketmaster name, logos, and the applicable TM.com Website address. The failure to prominently include the Ticketmaster name, logos, and the applicable TM.com Website address in any advertising or promotion of an Attraction, without Ticketmaster's prior written approval, shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by Ticketmaster.

(b) Principal hereby grants to Ticketmaster the right, in Ticketmaster's sole discretion, to advertise, in any medium determined by Ticketmaster, including on the TM.com Website or affiliated websites, Attractions and the availability of Tickets at the Facility Box Office, and by Ticketmaster distribution channels and, in connection therewith, to use the name and logo of Principal, the Attraction, the Facility and all other information respecting the Attraction.

6. ACCOUNTING PROCEDURES.

(a) Payments by Ticketmaster: Principal hereby authorizes Ticketmaster and the financial institution indicated below ("Bank") to deposit all settlement funds payable to Principal hereunder in the account listed below ("Principal's Account"):

Financial Institution (Name of Bank): West Plains Bank and Trust Company
Account Type: Checking
Account Number: 187127
Bank ACH Transfer Number: : 081502530
Branch Address: 11 Court Square, West Plains, MO 65775
Branch Phone Number: 417-256-2147

Ticketmaster shall collect all Ticket Receipts derived from Ticket sales for Attractions made by Ticketmaster and shall initiate payment of Ticket Receipts to which Principal is entitled on Friday of each week with respect to TM System Ticket sales for Attractions that occurred during Monday through Sunday of the week preceding such payment date. Initiation of the settlement payment via direct deposit shall constitute full performance by Ticketmaster of its obligation to make such settlement payment to Principal or to any person whatsoever. If funds to which Principal is not entitled are deposited into Principal's Account, Principal authorizes Ticketmaster to direct the Bank to return said funds. Principal hereby releases Ticketmaster from liability for delays or errors beyond Ticketmaster's reasonable control, including but not limited to any errors resulting from any inaccurate or outdated Account information provided by Principal or bank processing delays, or for any related damages. Principal acknowledges and agrees that direct deposit of such funds may require up to two (2) business days for Bank processing. In the event of an error, Principal also authorizes the initiation of a debit to Principal's Account to correct the error. Each weekly settlement payment shall be accompanied by a written accounting. Principal shall designate an email address (set forth below its signature line of this Agreement) for delivery of such accounting and information regarding Attractions and Ticket sales, and shall promptly notify Ticketmaster of any changes to such email address. The direct deposit authorization provided herein shall remain in full force and effect until Ticketmaster has received written notification from Principal of its termination in such time and such manner as to afford Ticketmaster a reasonable opportunity to act upon it.

(b) Cancelled Attractions; Refunds: In the event that any Attraction for which Ticketmaster sold Tickets is cancelled, postponed, or modified (e.g., substitute acts) for any reason (each, a "Cancelled Attraction"), the Account Balance shall be held and made available for distribution by Ticketmaster to Ticket purchasers entitled to refunds for Tickets for Cancelled Attractions purchased from Ticketmaster. For purposes of this Agreement, the term "Account Balance" shall mean the amount of funds held at any time by Ticketmaster on account of Ticket sales for all Attractions, less the amount of Ticket sales proceeds which Ticketmaster is entitled to retain hereunder. Principal authorizes Ticketmaster to refund the Ticket price at the original point of purchase (e.g., by Internet Sales) in such manner (e.g. by crediting the consumer's credit card) and at such time (e.g. before or after the scheduled date of the performance of such Attraction) as Ticketmaster, in its sole discretion, determines and to exchange Tickets pursuant to any exchange policy that may be adopted by Ticketmaster. It is agreed and understood that Ticketmaster is the Ticket selling agent of Principal and therefore Ticketmaster's agreement to make any refunds as the agent of Principal is subject and limited to Ticketmaster holding or receiving from Principal the full amount of funds necessary to make refunds to all Ticket purchasers properly entitled to a refund. Principal and Ticketmaster agree that Ticketmaster shall be entitled to retain the Ticketmaster fees assessable with respect to the initial sale of Tickets to Cancelled Attractions. Principal shall be responsible for all refunds and exchanges of Tickets initially purchased from the Facility Box Office.

(c) Chargebacks: Ticketmaster reserves the right to deduct from Principal's settlement, any Chargebacks that Ticketmaster receives from its merchant bank, for up to eighteen (18) months after the occurrence of an Attraction. For purposes of this Agreement, "Chargebacks" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g. cardholder dispute, fraud, declined transaction, returned Tickets for Cancelled Attractions, etc.).

(d) Insolvency; Deficiency Amounts; Security for Repayment: Principal shall provide immediate written notice to Ticketmaster in the event it files any voluntary or involuntary petition under the bankruptcy or insolvency laws or upon any appointment of a receiver for all or any portion of Principal's business or the assignment of all or substantially all of the assets of Principal for the benefit of creditors (each, a "Material Financial Event"). The parties agree that this Agreement constitutes a financial accommodation by Ticketmaster to Principal as such term is utilized in 11 U.S.C. § 365. If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks, Principal shall deliver the amount of such deficiency ("Deficiency Amount") to Ticketmaster no later than twenty-four (24) hours after notice by Ticketmaster to Principal. Ticketmaster shall have the right to setoff any Deficiency Amount against any amounts held by Ticketmaster on behalf of Principal. In the event of any Material Financial Event or in the event Principal has not paid any Deficiency Amount when

due, Ticketmaster shall have the option to require Principal to provide additional security to Ticketmaster of a type (e.g., letter of credit, guaranty or performance bond) and in an amount as requested by Ticketmaster in its sole discretion, which Principal shall provide to Ticketmaster within five (5) business days after Ticketmaster's request. Ticketmaster reserves the right to require Principal to provide current financial statements to Ticketmaster within five (5) business days after Ticketmaster's written request.

(e) Counterfeit Tickets: It is agreed and understood that Ticketmaster shall not be liable to Principal for the printing and sale of counterfeit Tickets.

(f) Enforcement and Damage Costs: Principal agrees to pay Ticketmaster any and all reasonable costs and expenses, including, but not limited to, outside legal costs incurred by Ticketmaster, in connection with enforcement of this Agreement and in connection with damage to any equipment provided to Principal by Ticketmaster. Principal grants Ticketmaster the right to deduct any amounts owed by Principal to Ticketmaster from any amounts held by Ticketmaster on behalf of Principal.

(g) Request for Taxpayer Identification Number and Certification: Principal shall complete the required Form W-9 provided with this Agreement and return it to Ticketmaster with this Agreement for purposes of reporting to the Internal Revenue Service.

7. TAXES.

(a) Attraction Taxes: Principal shall be responsible for calculating any and all Attraction Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Attraction Taxes, and for timely remitting Attraction Taxes to the appropriate taxing authority. Ticketmaster will collect and turn over to Principal the amounts to which Principal is entitled and all Ticketmaster Taxes as provided in Section 6(a). In the event that Ticketmaster pays any Attraction Taxes on behalf of Principal or Ticketmaster pays any Attraction Taxes due to a failure by Principal to provide Ticketmaster with the required writing or documentation of any Principal tax exemptions pursuant to Section 7(c) below, Principal shall promptly reimburse Ticketmaster for any and all such Attraction Taxes paid by Ticketmaster, including penalties and interest assessed with respect thereto (other than Attraction Taxes, penalties and interest that Ticketmaster pays directly out of Principal's Ticket Receipts), and shall also promptly reimburse Ticketmaster for any and all expenses (including reasonable attorneys' fees) or damages that result from the failure by Principal to properly calculate and timely remit Attraction Taxes assessed on all amounts received by Principal under this Agreement, to timely file all related returns or reports, or to timely reimburse Ticketmaster for any and all such Attraction Taxes, interest and penalties as provided above. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit Attraction Taxes directly on behalf of Principal and file related tax returns or reports, Ticketmaster shall have the right to do so upon notice to Principal, and thereafter "Ticket Receipts" shall be defined to be reduced by such Attraction Taxes.

(b) Principal's Taxpayer ID Number: Principal certifies that Principal's federal taxpayer identification number (FEIN or SSN) is 44-600287. Principal further certifies that its state taxpayer identification or registration number for the state in which the Facility is located is 12494429.

(c) Principal's Tax Exemptions: Principal shall notify Ticketmaster in writing of any and all Principal tax exemptions (if applicable) and provide Ticketmaster with reasonable proof of Principal's tax exemptions.

8. CONFIDENTIAL INFORMATION:

(a) The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology, Intellectual Property and other information that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). The provisions of this Agreement shall be deemed to be Confidential Information.

(b) Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information.

(c) Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidentiality obligations in this Agreement. Each party shall use the same degree of care to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information.

(d) In the event that either party receives a request to disclose all or any part of the Confidential Information

under the terms of a subpoena, document request, notice of deposition or other legal proceeding, such party agrees to notify the other pursuant to Section 14(h) below, within forty-eight (48) hours after receipt of such legal document, and such party agrees to cooperate with the other in any attempt to obtain a protective order.

9. INDEMNIFICATION:

(a) Principal shall indemnify Ticketmaster and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Ticketmaster's Indemnitees") against, and hold Ticketmaster's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Ticketmaster's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Principal or any of its officers, directors, employees and agents (collectively, "Principal's Representatives"); (ii) use of the TM System (including without limitation any customization of Principal's Website or the Interface Page (if applicable) and any e-mail campaigns or distributions using the TM System) or possession and use of the Hardware (if any) by Principal or any of Principal's Representatives; (iii) any Attraction held or scheduled to be held at the Facility (including any injuries or deaths occurring at or in connection with any Attraction or the failure of any Attraction to occur or to occur in the manner advertised or promoted); (iv) a claim that Ticketmaster's release of the Purchaser Data to Principal violates any applicable law, rule or regulation; (v) Principal's use or disclosure of the Purchaser Data; (vi) violations of laws relating to the resale of Tickets; or (vii) any email campaigns or distributions conducted by Ticketmaster on Principal's behalf or conducted by Principal including, without limitation, email campaigns or distributions in violation of federal, state or other laws applicable to commercial emails; except, in each case, to the extent that any such claims shall relate to Ticketmaster's negligence or willful misconduct with respect thereto.

(b) Ticketmaster shall indemnify Principal and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Principal's Indemnitees") against, and hold Principal's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Principal's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Ticketmaster; or any of its officers, directors, employees and agents or (ii) any alleged patent, trademark or copyright infringement asserted against Principal's Indemnitees with respect to Principal's use of the TM System; except, in each case, to the extent that any such claim shall relate to Principal's negligence or willful misconduct with respect thereto.

(c) The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim.

10. TERMINATION:

(a) This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of default and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such default (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors. Upon an Event of Default by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to Principal all amounts due and owing pursuant hereto, and Principal may, in addition to terminating this Agreement, require Ticketmaster to remove all Hardware from the Facility. Upon an Event of Default by Principal, Principal shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto, and Principal authorizes Ticketmaster to setoff any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of Principal, and Ticketmaster may, in addition to terminating this Agreement, terminate Principal's right to access and use the TM System and take immediate possession of the Hardware and Software wherever the same may be located without demand, notice or court order.

(b) This Agreement may be terminated on ten (10) days' prior written notice, at the sole discretion of Ticketmaster in the event that more than 50% of Principal's assets or voting stock is sold or otherwise assigned to a third party.

(c) This Agreement may be terminated by Ticketmaster in the event any act by Principal threatens to cause any infringement of any Ticketmaster (or Ticketmaster licensor) Intellectual Property or other property right, including without limitation, any copyright, license right or trade secret right, and Principal fails to refrain from so acting within ten (10) business days' written notice from Ticketmaster.

(d) Upon the effective date of any termination or expiration of this Agreement, provisions regarding ownership of Intellectual Property rights, representations and warranties, confidentiality, indemnification, limitation of liability, non-solicitation, jurisdiction and venue shall remain in full force and effect; each party shall immediately cease the use of the other party's Intellectual Property; and each party shall return, or at the other party's request, destroy all copies of Confidential Information, and all other property belonging to and/or received from the other party.

(e) No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitations contained in Section 12 hereof.

11. PRINCIPAL'S ACKNOWLEDGEMENTS. Principal acknowledges that Ticketmaster's services under this Agreement are limited to serving as an agent of Principal for the distribution of Tickets, and that Ticketmaster does not guarantee (i) that short term interruptions of service will not occur during the Term hereof, (ii) that each person processing Ticket orders will be fully familiar with each or all of the Attractions, or (iii) that persons calling Ticketmaster customer service phone numbers will not be placed on hold. Principal further acknowledges and agrees that Ticketmaster may have many other events on the TM System concurrently with any Attraction and Ticketmaster has no responsibility whatsoever for the marketing or promotion of any Attraction or the success of the Ticket sales for any Attraction, all of which is Principal's sole responsibility and obligation.

12. EXCLUSIVE REMEDIES FOR BREACH OF AGREEMENT.

(a) **Opportunity to Cure:** If either party believes that there exists a breach of this Agreement or if any controversy, claim, or dispute relating to this Agreement or any Attraction arises, such party must give written notice, pursuant to the terms hereof, to the other party within ten (10) business days of obtaining knowledge of such breach. Such notice shall state the nature of the breach and the specific provision of this Agreement that the party believes has been breached. The other party shall have the applicable time period set forth in Section 10(a) above from the receipt of such notice to cure the breach. Notwithstanding anything to the contrary set forth herein, if Principal fails to give notice of a breach pursuant to this Section, Principal shall waive its rights and remedies with respect to the subject matter of the breach.

(b) **Mediation:** If a breach is not cured as provided for in Subsection (a) above, the parties agree to submit the dispute to non-binding mediation. The mediator shall be jointly selected by the parties through an alternative dispute resolution organization in the city where the breach arose. Neither party shall be bound by a recommendation of the mediator. However, any agreement reached during the mediation shall be final and binding. The parties shall equally share the cost of such mediation.

(c) **Liquidated Damages:** Principal and Ticketmaster agree that if any action is brought for an alleged breach by Ticketmaster, then damages for any breach, including any alleged acts of negligence or other tort, regardless of the form in which any legal or equitable action may be brought, would be impractical or extremely difficult to measure. Accordingly, the parties agree that if there is a breach by Ticketmaster, then Principal's damages shall be limited to the lesser of (i) Ticketmaster's compensation received pursuant to Section 3 above with respect to the Attraction(s) allegedly adversely affected by the breach, or (ii) five thousand dollars (\$5,000.00) ("Liquidated Damages Amount"); provided, however, that this provision shall not limit Ticketmaster's obligation to remit Ticket proceeds to Principal as required herein, and shall not limit Principal's indemnity obligations pursuant to the terms hereof. The parties agree that the Liquidated Damages Amount is not a penalty, but is a reasonable estimate, under the circumstances existing on the Effective Date, of what the damages would be in the event of a breach by Ticketmaster. **NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, PRINCIPAL AGREES TO LIMIT TICKETMASTER'S LIABILITY UNDER THIS AGREEMENT AND WITH RESPECT TO ANY BREACH OR WITH RESPECT TO ANY ACT OR OMISSION RELATING TO ANY ATTRACTION, WHETHER OR NOT SUCH BREACH OR ACT OR OMISSION IS DEEMED TO BE A TORT OR BREACH, TO THE LIQUIDATED DAMAGES AMOUNT.**

(d) **Statute of Limitations:** No action, regardless of form, arising out of this Agreement, or alleging a breach, may be brought by either party more than six (6) months after the date the relevant Attraction occurred or was scheduled to occur (except as otherwise provided in Subsection 6(c) above with respect to Chargebacks).

(e) **Waiver of Claims:** Principal knowingly and voluntarily waives any and all tort claims, including, but not limited to, claims for negligence, interference with contract, breach of the covenant of good faith and fair dealing, fraudulent inducement, interference with prospective business advantage, emotional distress, fraud, and misrepresentation, as well as any statutory claims that Principal may have against Ticketmaster.

13. DEFINITIONS. As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

"Account Balance" is defined in Section 6(a) hereof.

"Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

"Attraction Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket, assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction, including Principal Taxes and Ticketmaster Taxes as further described below. To the extent such taxes relate to the funds paid or owed to Principal under this Agreement such portion of Attraction Taxes may also be referred to herein as Principal Taxes, and to the extent such taxes relate to fees or charges collected and retained by Ticketmaster under this Agreement, such portion of Attraction Taxes may also be referred to herein as Ticketmaster Taxes.

"Cancelled Attraction" is defined in Section 6(b) hereof.

"Chargebacks" is defined in Section 6(c) hereof.

"Deficiency Amount" is defined in Section 6(d) hereof.

"Face Value" means the face price of a Ticket as determined by Principal, which shall be inclusive of all applicable Attraction Taxes and facility, parking and similar fees.

"Facility" means any venues owned, controlled, operated or managed by Principal, directly or indirectly through one or more affiliates, or where Principal otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) located at 110 St. Louis Street, West Plains Missouri 65775 and currently known as The West Plains Civic Center and Theatre.

"Facility Box Office" means the Ticket sales locations that are operated by Principal or by the Facility management and located at the Facility.

"Group Sales" means sales of Tickets by Principal to a group consisting of at least fifteen (15) people for use by the group members to attend an Attraction as a group. In no event shall Group Sales consist of the sale of Tickets to individuals to attend an event separately or for individuals to purchase Tickets with the intent to resell such Tickets.

"House Seats" means Tickets provided by Principal (i) to the Attraction's promoter, performing act or event, or their managers or agents (i.e. band holds); (ii) for distribution through legitimate fan clubs in accordance with current guidelines (i.e. fan club holds); or (iii) for legitimate promotional purposes (e.g. radio station promotions); provided that House Seats Tickets shall not be distributed to the general public.

"Inside Charges" means the amounts Ticketmaster charges Principal to sell, issue and process Tickets utilizing the TM System pursuant to this Agreement.

"Internet Sales" means all sales of Tickets over the Internet, or via mobile or smart phone application.

"Liquidated Damages Amount" is defined in Section 12(c) hereof.

"Material Financial Event" is defined in Section 6(d) hereof.

"On-Sale Date" is defined in Section 4(a) hereof.

"sale and sell" and any derivations thereof in this Agreement shall include any distribution for consideration, by any means or method (including without limitation, on the Internet or by auction) and shall include resales.

"Season/Contract Tickets" means specifically designated Tickets sold directly by Principal on an annual basis across all Attractions or across all of a category of Attractions (i.e., luxury suites, club level seats and season tickets).

"Sellable Capacity" means the admission capacity of the Facility for any particular Attraction.

"Set-Up Information" is defined in Section 4(a) hereof.

"Term" is defined in Section 1 hereof.

"Ticket" means a printed, electronic or other type of evidence of the right, option or opportunity to occupy space at or to enter or attend an Attraction or Attractions even if not evidenced by any physical manifestation of such right, such as a "smart card".

"Ticket Receipts" means the Face Value of a Ticket, plus any fees added to the Face Value and retained by Principal, less the applicable Inside Charges (exclusive of Ticketmaster Taxes in jurisdictions in which Principal is required to remit Attraction Taxes to the applicable taxing authority), Payment Processing Fees, and less any Principal Taxes for jurisdictions in which Ticketmaster is required to remit Principal Taxes to the applicable taxing authority.

"TM.com Website" means any Internet websites owned, operated and maintained by Ticketmaster, including, without limitation, any co-branded versions and any version distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies.

"TM System" means the hardware, software, the TM.com Website, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, distributing, auditing and controlling the sale of Tickets for Attractions, including, without limitation, by Internet Sales.

14. **MISCELLANEOUS.**

(a) **Governing Law/Jurisdiction:** This Agreement shall be interpreted and governed by the laws of the State of California, without reference to conflict of laws principles. Each of the parties hereto agrees that the state courts, and the United States federal courts, that are located in the State of California shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. Each such party hereby consents thereto, and hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

(b) **Waiver of Jury Trial:** In the event the parties are required for any reason to submit any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

(c) **Entire Agreement; Modification:** This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

(d) **Assignment:** Without the prior written consent of Ticketmaster, Principal shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit the

Hardware (if any) or any part thereof to be used, or access to the Software or any part thereof to be had, by anyone other than Principal or Principal's authorized employees. Any such assignment shall not relieve Principal of any of its obligations hereunder. Without the prior written consent of Principal, Ticketmaster shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Ticketmaster to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void. Notwithstanding the foregoing, Principal agrees and acknowledges that certain of Ticketmaster's duties and obligations under this Agreement may be performed on Ticketmaster's behalf by one or more of its parent, subsidiaries and affiliates, and no such performance shall be deemed to be an assignment or breach of this Agreement by Ticketmaster.

(e) Relationship of the Parties: Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement (e.g., Ticketmaster is the agent of Principal with respect to ticket sales and distribution). Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

(f) Delays: Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

(g) Severability: If any provision of this Agreement is found to be invalid or unenforceable in any jurisdiction (a) the validity or enforceability of such provision shall not in any way be affected with respect to any other jurisdiction, and the validity and enforceability of the remaining provisions shall not be affected; and (b) the parties shall replace such provision by one or more valid and enforceable provisions approximating the original provision as closely as possible.

(h) Notices: Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth immediately below the signature line hereto or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail. Settlement reports may be delivered from Ticketmaster to Principal by email; therefore Principal shall promptly notify Ticketmaster of any change to its email address set forth immediately below the signature line hereto.

(i) Binding Agreement/Counterparts: The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

(j) Legal Review: Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. **TICKETMASTER AND PRINCIPAL ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THE FOREGOING REMEDIES PROVISIONS, INCLUDING THE PROVISIONS RELATING TO CURE, MEDIATION, LIQUIDATED DAMAGES, STATUTE OF LIMITATIONS AND WAIVER OF CLAIMS, AND BY THEIR SIGNATURES BELOW VOLUNTARILY AND KNOWINGLY AGREE TO BE BOUND BY ALL SUCH PROVISIONS.** If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter.

(k) Attorneys' Fees: In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable attorneys' fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or attorneys' fees in such manner as it deems equitable.

(l) Client Listings: Principal's execution of this Agreement indicates approval for Principal to be listed as a Ticketmaster client in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Ticketmaster products and services for distribution to trade and consumer media. At any time, Principal may, in its sole discretion, direct Ticketmaster to stop using Principal's name for the purposes listed in this Section by sending notice to Ticketmaster via email at client.news@ticketmaster.com.

(m) Facility Agreements: In the event that any Attraction is held at a facility with which Ticketmaster now has, or may at the time of the Attraction have, a ticket service agreement, then, if such ticket service agreement covers the Attraction, this Agreement shall be superseded by such ticket service agreement and shall not apply with respect to such Attraction.

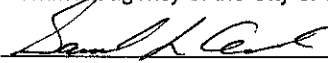
(n) Survival of Terms: Any provision of this Agreement that contemplates performance or observance subsequent to any termination or expiration of this Agreement, including without limitation provisions related to use of the Software, purchaser data, limitations on liability, indemnification, confidential information, governing law and waivers of jury trials, shall survive any termination or expiration of this Agreement and continue in full force and effect.

IN WITNESS WHEREOF, Ticketmaster and Principal have caused this Agreement to be duly executed as of the date set forth below.

TICKETMASTER L.L.C.,
a Virginia limited liability company

WEST PLAINS CIVIC CENTER,
a government agency of the City of West Plains, Missouri

By: _____

By: 

Print Name: Geoff Carns

Print Name: Eryn Walters *SARAH L. ANSELIN*
Title: ~~Executive Director~~ *CITY ADMINISTRATOR*

Title: SVP, Venues & Promoters

Date: 6/22/2022

Date: _____

Address: Ticketmaster L.L.C.
7060 Hollywood Blvd.
Hollywood, CA 90028
Attn: SVP, Venues & Promoters

Address: 110 St. Louis Street
West Plains, MO 65775
Facsimile: 417-256-8108

email address: eryn.walters@westplains.gov

With a copy to: Ticketmaster L.L.C.
175 Toyota Plaza
Suite 350
Memphis, TN 38103

Attn: Regional Vice President
Venues & Promoters

With a copy to: Ticketmaster L.L.C.
7060 Hollywood Boulevard
Hollywood, CA 90028

Attn: General Counsel

EXHIBIT A

HARDWARE

The parties desire to provide that Ticketmaster shall provide Principal access to the TM System and rent certain ticketing equipment to Principal for its use at the Facility Box Office upon the terms and conditions set forth in this Exhibit A.

1. **Definitions.** The following terms shall have the respective meanings indicated below:
 - (a) **Hardware:** Any and all equipment supplied by Ticketmaster to Principal during the Term of this Agreement.
 - (b) **Software:** Ticketmaster's computerized ticketing software known and marketed as Ticketmaster Classic and any new versions thereof that are provided to Principal by Ticketmaster.
2. **Hardware and Software Use Fees.** Ticketmaster shall provide to Principal, at no cost, with the use of the Hardware and the Software at the Facility Box Office during the Term.
3. **Installation and Line Costs.** The installation costs with respect to the Hardware, the cost of all telephone line connections between Ticketmaster's central computer facility and the Facility Box Office, and all monthly telephone line costs with respect to the operation of the TM System between the Facility Box Office and the central computer facility, shall be borne solely by Principal.
4. **Hardware and Software Maintenance and Support.** Ticketmaster shall provide ordinary and routine maintenance, repair and support of the Hardware and Software at the Facility at no additional cost to Principal, provided that such maintenance, repair or support is not necessitated by the negligence or willful misconduct of Principal, its employees, agents or representatives. Upon entering into this agreement, up to four (4) updated BOCA Lemur X and S printers will be provided that have the ability to print and work with the Ticketmaster TM Sales portal within 120 days of entering this agreement.
5. **Protection of Hardware.** Principal acknowledges that the Hardware will be used by Principal at the Facility Box Office which location Ticketmaster does not own, operate or control. Accordingly, the parties agree as set forth below with respect to the Hardware:
 - (a) **Loss and Damage:** Principal hereby assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, whether or not insured against, once installed, unless occasioned by the negligence of Ticketmaster, from any and every cause whatsoever from the date of delivery of the Hardware to the Facility Box Office until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of Principal under the Agreement. In the event of loss or damage of any kind to any Hardware, Principal shall within thirty (30) days after such loss or damage:
 - (i) Place the same, or replace the same with similar property, in good repair, condition and working order to the satisfaction of Ticketmaster; or
 - (ii) Pay Ticketmaster in cash the full replacement cost of the Hardware, and Ticketmaster shall promptly install new hardware to replace the lost or damaged Hardware.
 - (b) **Insurance:**
 - (i) Principal shall, at its own expense, provide and maintain at all times during Term insurance to protect the Hardware against loss caused by fire (with extended coverage), vandalism, malicious mischief, theft, or any other cause in an amount equal to the full replacement value of the Hardware as determined by Ticketmaster. Should Principal become unable to provide or maintain such insurance coverage, Principal shall promptly notify Ticketmaster in writing prior to the expiration of any such coverage and, thereafter, Ticketmaster shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge Principal the costs of such insurance coverage.
 - (ii) Principal shall provide, at its sole expense, comprehensive general liability and property damage insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, for its protection and the protection of Ticketmaster.
 - (iii) Except as expressly provided in clause (ii) above, all insurance provided and maintained by

Principal shall be in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies as Ticketmaster and Principal shall agree upon, and in all cases such insurance policies shall provide for the waiver of the insurer's right of subrogation against Principal and Ticketmaster. All policies of insurance shall include Ticketmaster, Live Nation Worldwide, Inc. and its landlords or licensors, if any, and their respective parents, members, partners, affiliates, divisions and subsidiaries as an additional named insured on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not, with respect to the operations of Principal per this written Agreement. Further, such policies shall provide for at least thirty (30) days prior written notice of cancellation or non-renewal to Ticketmaster. Principal shall furnish Ticketmaster with certificates of such insurance or other evidence satisfactory to Ticketmaster as to its compliance with the provisions of this Section.

(c) **Hardware and Software is Personal Property:** Principal covenants and agrees that the Hardware and Software is, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster and the Principal shall have no right, title or interest therein or thereto except as a licensed user thereof. If requested by Ticketmaster, Principal will obtain a certificate in form satisfactory to Ticketmaster from all parties with a real property interest in the premises wherein the Hardware may be located, waiving any claim with respect to the Hardware. Except as may be necessary to prevent damage to or destruction of the Hardware, Principal will not move the Hardware or permit such Hardware to be moved without Ticketmaster's prior written consent, which consent shall not be unreasonably withheld, and shall give Ticketmaster prompt written notice of any attachment or other judicial process affecting any item of Hardware.

(d) **Designation of Ownership:** If, at any time during the Term, Ticketmaster supplies the Principal with labels, plates or other markings stating that the Hardware is owned by Ticketmaster, Principal shall affix and keep the same in a prominent place on the Hardware in recognition of Ticketmaster's ownership of the same.

(e) **Use of Hardware and Software:** Principal shall use the Hardware in a careful and proper manner and shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware. Neither the Principal, nor its employees, agents, servants or representatives, shall alter, modify, copy or add to the Hardware or Software without the prior written consent of Ticketmaster.

(f) **Surrender of Hardware:** Upon the expiration or termination of this Agreement, Principal shall return the Hardware to Ticketmaster in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted.

6. **Taxes on Hardware.** Principal shall keep the Hardware free and clear of all levies, liens and encumbrances which are caused by Principal or under Principal's control and shall promptly reimburse Ticketmaster for all license fees, registration fees, assessments, charges and taxes, whether federal, state, county, municipal or other governmental or quasi-governmental, with respect to the Hardware located at Principal's Office, including, without limitation, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Ticketmaster's net income.

7. **Training of Principal's Employees.** Ticketmaster shall provide a reasonable amount of training to Principal's employees who shall be reasonably necessary for the operation of the Hardware and Software at the Facility Box Office. To the extent of any change in personnel by Principal requiring additional training beyond that initially contemplated hereunder, Principal agrees to absorb all of the expenses thereof.

EXHIBIT B

TM+ Terms and Conditions

Ticketmaster shall enable TM+ for all Attractions in accordance with the settlement terms set forth in this Exhibit B below.

TM+ Settlement Terms

- For any primary market ticket inventory sold through TM+, Ticketmaster shall continue to sell such tickets and settle the proceeds of such sales with Principal in accordance with the terms and conditions for such transactions as set forth in the Agreement.
- For any secondary market ticket inventory sold through TM+, Ticketmaster shall assess its standard fees against the buyers and sellers of such tickets in amounts as determined by Ticketmaster, which amounts currently include: (i) a seller fee generally in an amount of up to twelve percent (12%) of the ticket posting price (i.e., the price set by the seller upon posting such ticket for sale), and (ii) a buyer fee generally in an amount of up to seventeen and five-tenths percent (17.5%) of the ticket listing price (i.e., the posting price plus the seller fee), with a \$5.00 minimum.
- **TM+ Revenue Share:**
 - Principal shall be entitled to receive from Ticketmaster ten percent (10%) of the Net Resale Fees collected (and not refunded or subject to chargeback) by Ticketmaster on account of secondary market ticket sales through TM+ (the "TM+ Revenue Share").
 - For purposes of this Exhibit B, "Net Resale Fees" shall be defined as the gross amount collected from the new purchaser of a secondary market inventory ticket via TM+ less (i) the proceeds paid to the ticket seller, (ii) an amount equal to 3.5% of the gross amount collected from the new purchaser (to cover credit card processing fees), (iii) any applicable sales, admission or similar tax, and (iv) amount equal to 3.5% of the gross amount collected from the purchaser of any Ticket purchased via TM+ (to cover certain customer acquisition costs incurred by Ticketmaster).
- The TM+ Revenue Share will be paid to Principal on a quarterly basis for all such sales occurring in any calendar quarter, on or before the thirtieth (30th) day of the month following each calendar quarter. In the event that any Attraction for which Ticketmaster has made any TM+ Revenue Share payment to Principal becomes a Cancelled Attraction, Principal shall promptly repay to Ticketmaster the amount of such TM+ Revenue Share payments in respect of such Cancelled Attraction.
- Each settlement relating to the TM+ Revenue Share pursuant to this Exhibit B shall be accompanied by a report of the applicable transactions during such settlement period.

EXHIBIT C

PLATINUM TICKETS AND VIP PACKAGES

1. Platinum Tickets and VIP Packages

(a) Definitions.

"Platinum Ticket" means any dynamically-priced Ticket that represents the most select category of seats for an Attraction resulting from proximity to stage or other superior amenities as mutually determined by Principal and Ticketmaster, which is sold by Ticketmaster on behalf of Principal.

"Platinum Ticket Fee" means a fee assessed by Ticketmaster against each Platinum Ticket purchaser in an amount equal to eighteen percent (18%) (which incorporates a Payment Processing Fee in the same percentage amount as set forth in the Agreement with respect to standard Ticket sales) of the Platinum Ticket Price (excluding any applicable delivery and processing fees) for each Platinum Ticket sold by Ticketmaster via the TM.com Website. Additionally, Ticketmaster shall charge Principal a "Platform Fee" in the amount of five percent (5%) of the Platinum Ticket Price (excluding any applicable delivery and processing fees), which shall be deducted from the Platinum Proceeds as an Inside Charge prior to settlement. The Platinum Ticket Fee and the Platform Fee payable to Ticketmaster in connection with each sale of a Platinum Ticket shall be in lieu of any per Ticket Convenience Charge or Inside Charge otherwise due Ticketmaster under this Agreement in respect of standard Ticket sales.

"Platinum Ticket Price" means the total price a purchaser pays for a Platinum Ticket sold via the TM.com Website, inclusive of applicable taxes, but exclusive of the Platinum Ticket Fee. The Platinum Ticket Price shall initially be established by Principal in consultation with Ticketmaster, and any subsequent adjustments to the Platinum Ticket Price shall be administered in accordance with parameters accepted by Principal in advance.

"Platinum Proceeds" means the Platinum Ticket Price collected by Ticketmaster, which, for the avoidance of doubt, shall not include the Platinum Ticket Fee.

"VIP Package(s)" means Ticket packages which entitle the purchaser of the Ticket to additional benefits to be fulfilled solely by Principal (and not, for the avoidance of doubt, the artist or performing act of any Attraction), including but not limited to, access to unique experiences surrounding the Attraction and/or unique merchandise.

"VIP Package Fee" means a fee assessed by Ticketmaster in the amount of eighteen percent (18%) (which incorporates a Payment Processing Fee in the same percentage amount as set forth in the Agreement with respect to standard Ticket sales) of the VIP Package Price, which amount shall be charged to the VIP Package purchaser in addition to the VIP Package Price.

"VIP Package Price" means the total price of the VIP Package paid by the purchaser as set by Principal, inclusive of the Face Value of the Ticket and applicable taxes.

"VIP Package Proceeds" means the VIP Package Price, which, for the avoidance of doubt shall not include the VIP Package Fee.

(b) Platinum Tickets.

(i) Platinum Ticket Set-Up Information. Principal will provide Ticketmaster with notice of its desire to have Ticketmaster enable a Platinum Ticket offer for any applicable Attraction, and shall provide Ticketmaster with required Set-Up Information in respect of such offer so that Ticketmaster may set up the offer for sale through the TM.com Website.

(ii) Platinum Ticket Fulfillment. Ticketmaster shall fulfill Platinum Ticket orders in the same manner as standard Tickets through Ticketmaster's ordinary distribution channels as requested by the purchaser.

(iii) Platinum Ticket Settlement. Ticketmaster shall pay Principal the Platinum Proceeds, less the Platform Fee, for each Platinum Ticket sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. Principal shall be responsible for remitting any applicable taxes on the Platinum Ticket Price, and Ticketmaster shall be responsible for remitting any applicable taxes on the Platinum Ticket Fee. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit taxes on the Platinum Ticket Price directly

on behalf of Principal, Ticketmaster shall have the right to do so upon notice to Principal. Except as provided otherwise above, settlements of Platinum Proceeds shall be made in accordance with and subject to the accounting and refund procedures set forth in this Agreement.

(iv) Platinum Ticket Fee Royalty. Principal shall be entitled to receive from Ticketmaster a royalty in the percentage amount of: ten percent (10%) with respect to each Platinum Ticket Fee received (and not refunded or subject to chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees, delivery fees, processing fees, and taxes (in each case, if any) related to any Platinum Ticket Fee shall be deducted from the Platinum Ticket Fees before the Platinum Ticket Fee royalties are calculated. Neither party makes any representation that any specific number of Platinum Tickets nor any amount of Platinum Ticket Fee royalties shall be available in connection with any Attraction for which the sale of Platinum Tickets has been enabled. Platinum Ticket Fee royalties shall be paid to Principal during a calendar week along with the settlement of Ticket Receipts for the applicable week.

(c) VIP Packages.

(i) VIP Package Offer Information. Principal will provide Ticketmaster with reasonable advance written notice of its desire to have Ticketmaster enable a VIP Package, which notice shall include an accurate and complete description of the VIP Package content, applicable dates for the sales campaign, and any other information reasonably requested by Ticketmaster (the "Offer Information"). Notwithstanding anything to the contrary, Ticketmaster shall not be obligated to offer a VIP Package for an Attraction if, in the reasonable discretion of Ticketmaster, the VIP Package is not appropriate for sale via the TM.com Website. Ticketmaster and Principal will work together to develop appropriate messaging appearing on the TM.com Website to inform all purchasers of VIP Package elements and benefits. Ticketmaster shall have final control over any and all messaging on the TM.com Website, and reserves the right to reject any messaging proposed by Principal for any reason, including, without limitation, size constraints. Notwithstanding the foregoing, Ticketmaster shall have no responsibility or liability in the event that information (including Offer Information) provided to Ticketmaster by Principal relating to the VIP Package, is incorrect or incomplete, and Principal shall indemnify, defend and hold Ticketmaster's Indemnitees harmless from any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Ticketmaster's Indemnitees occurring as a result of, or in connection with the Offer Information.

(ii) VIP Package Fulfillment.

(1) Ticketmaster Responsibilities. Ticketmaster will control access to the VIP Package by distributing to each applicable purchaser a unique barcode which will allow the purchaser to redeem the VIP Package elements from Principal at the Attraction. Ticketmaster shall be responsible solely for enabling a barcode for each Purchaser to use to redeem the VIP Package elements, together with instructions for redemption (including (i) that Principal is the party responsible for fulfilling the VIP Package elements, (ii) the time frames during which redeeming purchasers may redeem the VIP Package elements, and (iii) the relevant Principal customer service contact information for purposes of handling customer support issues relating to such redemption). Ticketmaster shall be responsible for customer service inquiries relating solely to enabling the barcode.

(2) Principal Responsibilities. Principal shall allow purchasers to redeem the VIP Package elements at the Facility. Principal shall be responsible for performing all fulfillment, redemption and delivery obligations, and customer service related to all fulfillment and delivery of VIP Package elements, and all costs associated therewith, and shall indemnify, defend and hold Ticketmaster's Indemnitees harmless from any and all claims, costs (including court costs and reasonable attorneys' fees), liabilities, obligations, losses, liabilities and liens related to, or occurring as a result of or in connection with, fulfillment, redemption and delivery of the VIP Package elements.

(iii) VIP Package Settlement.

(1) Ticketmaster shall pay Principal the VIP Package Proceeds for each VIP Package sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. Notwithstanding anything to the contrary, Principal shall not receive any payment, nor shall a sale be deemed to have been made, if any VIP Package is the subject of a chargeback or for which Ticketmaster refunds the Ticket portion of the VIP Package.

(2) Principal agrees that it shall be responsible for all refunds related to the VIP Package elements, and to the extent Ticketmaster receives any VIP Package element refund requests, Ticketmaster shall refer the purchaser to a customer service number provided by Principal to Ticketmaster for such customer service issues. In no event shall Ticketmaster be liable for a refund of the VIP Package elements. In addition, Principal shall be responsible for all Chargebacks related to the VIP Packages, and Ticketmaster shall have the right to deduct amounts due for Chargebacks from the VIP Package Proceeds otherwise payable by Ticketmaster to Principal. In the event such VIP Package Proceeds

are inadequate to cover actual Chargebacks, Principal shall be responsible for, and shall refund to Ticketmaster within ten (10) days of Ticketmaster's written notice all amounts related to all Chargebacks of VIP Packages sold by Ticketmaster.

(3) Principal shall be responsible for remitting any applicable taxes on the VIP Package Price, and Ticketmaster shall be responsible for remitting any applicable taxes on the VIP Package Fee. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit taxes on the VIP Package Price directly on behalf of Principal, Ticketmaster shall have the right to do so upon notice to Principal.

(iv) VIP Package Fee Royalty. Principal shall be entitled to receive from Ticketmaster a royalty in the percentage amount of: ten percent (10%) with respect to each VIP Package Fee received (and not refunded or subject to chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees, and taxes (in each case, if any) related to any related to any VIP Package Fee shall be deducted from the VIP Package Fees before the VIP Package Fee royalties are calculated. Neither party makes any representation that any specific number of VIP Packages nor any amount of VIP Package Fee royalties shall be available in connection with any Attraction for which the sale of VIP Packages has been enabled. VIP Package Fee royalties shall be paid to Principal during a calendar week along with settlement of Ticket Receipts for the applicable week.

**Request for Taxpayer
Identification Number and Certification**

Give form to the requester. Do not send to the IRS.

Print or type
See specific instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: Individual/sole proprietor Corporation Partnership
 Limited liability company. Enter the tax identification (D=disregarded entity, C=corporation, P=partnership) # Exempt payee
 Other (see instructions) #

Address (number, street, and apt. or suite no.)

City, state, and ZIP code

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 2. Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must check out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definitions of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,