



TICKETING AGREEMENT

Agreement made this _____ day of _____, 2____ by and between the Ticket Center Ithaca, a service of the Community Arts Partnership of Tompkins County, Inc., 171 E. State Street, Ithaca, NY hereafter referred to as "Ticket Center" and

_____ with offices at
_____ hereinafter referred to as "subscriber."

WITNESSETH

In consideration of the promises, covenants and agreements contained herein, the parties agree as follows:

The Ticket Center shall provide for the sale of tickets for walk-up counter and telephone sales during its regular hours of operation at its downtown Ithaca location for events produced or presented by subscriber during regular hours of operation for this walk-up location. Customers purchasing tickets over the phone will be charged an additional \$2.50 telephone convenience fee at the time of the sale. Additionally, the Ticket Center will also provide Internet sales of tickets using Tickets.com as the intermediary through the Ticket Center's web site, "Ithacaevents.com". Tickets.com reserves the right to charge on-line customers additional ticketing and handling fees at the time of the sale. Subscriber may use any other web sites for Internet sales provided Subscriber uses the Ticket Center's intermediary IP and the event/performance code which the Center will provide to the Subscriber. Subscriber and/or any concert promoter under contract with the Subscriber may not conduct Internet sales in any other manner. At the time of registration with the Ticket Center, subscriber shall agree to provide a payment for the use of the Ticket Center's service according to the fee schedule as set forth in Footnote 1, and as amended hereinafter.

At least ten business days prior to the event for which tickets shall be sold, subscriber shall specify the number of tickets to be sold by the Ticket Center and provide all other pertinent information required for the proper sale of tickets. A sample ticket information form is attached to this contract. Event will then be entered into the computerized ticketing system. Subscriber shall not advertise the availability of tickets until the event has been entered into the system and is available for sale. The Ticket Center will not provide any information on ticket sales until the event has been entered into the system and will refer all calls to the Producer.

Subscriber agrees to pay the Ticket Center a ticket sales carrying fee for each ticket sold according to the schedule as set forth in Footnote 2, and as amended hereafter.

Subscriber agrees that upon registration with the Ticket Center and for the duration of the time of this agreement that he/she shall not make its tickets available for sale at any other location or other manner. This clause shall not apply where subscriber has a box office operation for sale of tickets on the day of and just prior to the event at the performance venue at which a Ticket Center work station is not available.

Subscriber agrees that in all advertising using pamphlets, flyers, posters, palm cards, electronic and printed media and so on, that it shall list the Ticket Center Ithaca, as well as the Ticket Center Ithaca telephone number, 607-273-4497, and Ticket Center Ithaca Service Fee information. Advertising and other listings shall indicate ticket sales only and shall not use any language indicating "for information" and the like. Subscriber will also indicate the web address for Internet sales as "Ithacaevents.com" as well as those web addresses being used by the subscriber. Subscriber may list performance venue as an additional ticketing location for the day of event sales.

Ticket Center agrees to tally each sale of tickets separately by subscriber/event. The Ticket Center agrees to provide pre-event sales payment on Thursday of each week by noon for sales ending the preceding Sunday when pre-event sales collections exceed \$1,000 for each individual event on sale. Ticket Center will hold the necessary amount corresponding to credit card and ticket sales fees for deduction at the final settlement. Ticket Center agrees to provide subscriber with a settlement report and payment by check within ten business days of the close of the event*. Such settlement report shall include a tally by ticket price of number of tickets sold for cash, check and/or credit card, total of credit card sales applied to bank credit card transaction fee, total ticket fee due to the Ticket Center, total cash sales minus credit card transaction fee and ticket fee, deduction of all advanced payments, and total payment due to subscriber. A detail of the performance/event report from the ticketing system will be attached.

The subscriber shall pick-up all will-call tickets no later than 4:30 p.m. on the day of event at which time sales for that event at the Ticket Center shall cease. At such time the Ticket Center shall provide a performance sales report. Internet sales will cease on the day before the performance in order to allow 24 hours for credit card processing/deposit for sales to take place.

The Ticket Center customer sales policy is a no refund policy and, if permitted by the subscriber, exchanges only for season ticket holders. The Ticket Center acts as an agent for the sale of tickets to the subscriber's event(s). As such, any refunds due to cancellation of performances or for other reasons applicable to the subscriber shall be administered and made by the subscriber to the ticket holder directly. The Ticket Center will provide the subscriber with a settlement check for all sales up to the notice of cancellation, deducting all applicable ticket fees.

In the event the subscriber decides a customer qualifies for a refund, other than for cancellations as specified above, The Ticket Center will issue the refund and cite the subscriber's permission on the settlement report. In the event that a customer decides to contest a subscriber's decision

not to refund, has used a credit card for the purchase and institutes a charge back with the credit card company, we will contest the charge back. If we are not successful and the sale is charged back to the Ticket Center, we will deduct that amount from the subscriber's next settlement or send a request for reimbursement, whichever is required. Under no circumstances will the Ticket Center ever agree to refund monies from its own operating account.

Subscriber agrees to the sale of tickets to customers by credit card using the Ticket Center's Direct Deposit Terminal, the terms of which are attached hereto as "Agreement to Terms Regarding Ticket Sales by Credit Card" which shall become an integral part of this agreement.

For and in consideration of the use of the Ticket Center at the Clinton House facility, the subscriber agrees it will hold harmless the TICKET CENTER ITHACA, the COMMUNITY ARTS PARTNERSHIP OF TOMPKINS COUNTY, INC. and its employees from all loss or damage to persons or property resulting from its use of the Ticket Center.

This agreement shall terminate on _____

for the Ticket Center Ithaca Date

for the Subscriber Date

*An event is classified as one performance in the case of a single performance offered (e.g. a concert) or a range of performances in the case of one production (e.g. a theatre production with more than one performance).

AMENDMENTS

Footnote 1 – Registration Fee

One-time use –	Fee \$35
Budgets less than \$25,000 --	Fee \$60
Budgets \$25,000+ --	Fee \$90
Budgets \$50,000 + --	Fee \$120
Budgets \$75,000 + --	Fee \$150
Budgets \$100,000 + --	Fee \$180

Footnote 2 – Ticketing fee

Ticket Center Service Fees will be attached to any and all tickets purchased through a Ticket Center Ithaca box office, to be paid by the patron. Those fees will be as follows:

\$1 on all tickets under \$10.01

\$2 on all tickets over \$10.01

\$3 on all tickets over \$50.00

AGREEMENT TO TERMS REGARDING
TICKET SALES BY CREDIT CARD

Transactions in the sale of tickets using a Mastercard, VISA, and American Express credit card will be available to all Ticket Center Customers.

A discount fee that is set by the credit card companies listed above or Tompkins Trust Company, our deposit institution, shall be charged to the subscriber and deducted from the settlement.*

Number of tickets purchased with Mastercard, VISA or American Express and their total dollar value will be indicated clearly and separated from cash/check purchases in the final settlement statement.

The subscriber shall absorb any unsuccessfully contested credit card charge back.

*Percentage is fixed and is based on volume of gross sale of all tickets sold by the Ticket Center.

CURRENT CREDIT CARD TRANSACTION RATES

American Express –	3.55%
Mastercard/Visa –	2.25%
Internet Sales –	2.65%