



2008 TICKETFORCE EASYTIX USER AGREEMENT

This Agreement ("Agreement") is entered into as of _____, 2008 ("Effective Date") by and between _____ ("User"), a _____ corporation, and TicketForce, LLC, an Arizona corporation ("TicketForce"). User and TicketForce may be referred to individually as a "Party" and collectively as the "Parties".

A. Term

The term of this Agreement shall be from Effective Date until ninety (90) business days after the settlement of the following Event:

Event name: _____

Event date(s): _____

B. Ticket Allocations & Exclusive Agency

1. **EasyTix by TicketForce as Agent.** EasyTix by TicketForce will act as sole and exclusive agent for User for connection with the following means of sales of Tickets for Event.

- Online Sales at www.myeasytix.com
- Phone Sales at 877-840-0457.

Note: TicketForce charge-by-phone hours are as follows: 8:00am–4:00pm, Monday–Thursday and 8:00am–2:00pm on Friday, Arizona Standard Time. The Call Center is closed on all U.S. Government holidays.

2. **Ticket Allocations.** User agrees to allocate to TicketForce and the EasyTix system a minimum of fifty percent (50%) of the capacity of the venue for each event.

User is solely responsible for accurately maintaining the number of Tickets available for sale through the EasyTix System. TicketForce shall not be responsible in any way for over-selling an Event (e.g. selling Tickets in excess of the Venue's capacity or in excess of the number of Tickets User intended to allocate to the EasyTix System). User agrees to reimburse TicketForce for any and all costs, expenses and losses incurred by TicketForce due to over-selling an Event, and TicketForce shall be entitled to deduct such amounts from Settlements.

C. Charges (paid by User)

User shall pay the following charges:

1. **Set-Up Fee:** User shall pay no setup fee for use of the EasyTix system. A credit card will be placed on file (see Exhibit A), and pre-authorized for cancellation fee of \$150 USD. User authorizes credit card to be charged full cancellation fees in the event of a cancellation or other fees associated with this agreement. A debit card will not be accepted. TicketForce reserves the right, after duly notifying client, to collect a \$150 refundable deposit in lieu of the credit card authorization.
2. **Seat Map Fee:** A \$150 fee will be required for a Reserved Seating Map. Reserved seating is sold on a best-available basis only.
3. **Ticket Print Fee:** No ticket printing is offered with the EasyTix solution.
4. **Credit/Debit Card Charges:** There are no credit/debit card charges for tickets purchased through the EasyTix system.
5. **Chargebacks:** User shall be fully responsible for all credit card chargebacks from any ticket sales for Event, for ninety (90) days following the Settlement of Event. TicketForce shall deduct full chargeback amount from Settlement, plus 3% of chargeback amount, rounded to the nearest penny, or if Settlement has already occurred, will automatically be charged by TicketForce to the credit card listed in Exhibit A.
6. **Cancellations:** User shall pay to TicketForce a cancellation fee of \$150 if Event is cancelled for any reason. TicketForce will issue a cancellation notice to all ticket buyers via email and



will refund the full purchase price of the tickets. User will be charged all ticket fees, delivery fees, and order fees, plus 5% of total amount refunded. Cancellation fees will be automatically deducted from the credit card as provided on Exhibit A.

D. Service Fees (paid by Buyer)

EasyTix by TicketForce shall charge Buyers a total Service Fee comprised of the Basic Service Fee and the optional Call Center and Delivery Fees in the amounts set forth below.

- a. **BASIC SERVICE FEE:** For every Ticket sold through the EasyTix System, regardless of the method of purchase or fulfillment, TicketForce is authorized to collect and retain a per ticket fee commensurate with the charge below, with a minimum of \$2.00 per.

Face Value	Fee
\$1.00 - \$9.99	\$2.00
\$10.00 - \$19.99	\$2.50
\$20.00 - \$29.99	\$3.00
\$30.00 - \$39.99	\$3.50
\$40.00 - \$49.99	\$4.50
\$50.00 +	Quoted

- b. **PHONE ORDER FEE:** In addition to the Basic Service Fee, for every Ticket sold utilizing the TicketForce Call Center, TicketForce is authorized to collect and retain an additional \$2.50 per order. The Call Center is an Optional Service.
- c. **DELIVERY FEES:** There is no charge to the Buyer for Will Call or Print@Home Delivery. At the User's request, Buyers may select Domestic Mailing (USPS) for an addition \$2.00 per order. Mailing is an Optional Service that may or may not be offered by the User.
- d. **FEE ADJUSTMENTS:** User acknowledges that TicketForce may adjust the Fees and Charges described above in its sole discretion.

E. Reports and Reconciliation

- a. Grant User access to all Event sales reports, audits, and patron data through the web site at www.myeasytix.com and a Provider-issued security password.
- b. Grant to User ownership rights to patron data collected through online and charge-by-phone ticket sales to all User's events.
- c. Disperse funds to User via regular mail for face value of tickets sold within two (2) business days upon return of signed reconciliation report following close of event.

F. Taxes

User shall include within the face value of its Tickets on the EasyTix System all city, county, municipality, district, state or federal taxes that apply to the admission, Ticket, or right to occupy a seat at the Event covered under this Agreement. User assumes all responsibility for including all applicable taxes in the face value and for payment of such taxes to the appropriate authorities.

G. Standard Terms and Conditions

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the day and year first written above. This Agreement consists of this Agreement and Exhibit A.

TICKETFORCE, LLC.

USER NAME: _____

By: _____
TicketForce
4858 E Baseline Road Suite 103
Mesa, AZ 85206

By: _____
Name
Title: _____
Address: _____



Exhibit A: Client Information

Legal Name

Type of Entity (e.g. corporation, LLC, Partnership, etc):

State of Incorporation / Formation / Organization:

"Doing Business As" Name:

Business Street Address (physical location, e.g. for overnight deliveries) Street, City, State, Zip:

Mailing Address (for settlement/billing/remittance if different from physical location)

Venue (Name and Physical Address) Street, City, State, Zip:

Credit Card Information (6 items): Note: Debit cards not accepted.

1. Credit Card Billing Address with Zip:
2. Name on Card:
3. Credit Card Number:
4. Security Code (3-4 digits)
5. Expiration Date:
6. Signature of Card Holder:

Primary Contact Name and Title (person authorized to sign contract):

Secondary Contact Name(s) and Title(s) (persons authorized to obtain information from EasyTix and alter or cancel Events)

Office Phone (with area code):

Venue(s) Box Office Phone Number and EMERGENCY/Cell Phone and Additional Phone Numbers (please describe):

Office Phone (with area code):

Fax (with area code):

Email(s):

URL (Website Address):

TicketForce Sales Representative:
