



2011 TICKETFORCE EASYTIX USER AGREEMENT

This Agreement ("Agreement") is entered into as of _____, 2011 ("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 computerized ticket sales with the following means of sales of Tickets for Event.

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

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

2. **Ticket Inventory.** 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 and 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 to TicketForce no set up fee for use of the EasyTix System.
2. **Seat Map Fee:** There are no fees to set up a reserved seating map under 1000 seats. Reserved seating is sold on a best-available basis only. *Reserved maps over 1000 seats are built at a one-time cost of \$.10 per seat, maximum of \$250.
3. **Ticket Print Fee:** Tickets are printed with a signed ticket order for \$.10 each. Shipping costs are billed to the User.
4. **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.
5. **Cancellations:** User shall pay to TicketForce a cancellation fee of \$100 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 charged by TicketForce to the credit card listed on Exhibit A.

D. Service Fees (paid by Buyer)

1. User may select from the following two (2) Fee Schedules (please initial selection).
 - A. **_____ \$1.50 PER TICKET FLAT 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 \$1.50 per ticket fee. A minimum credit card processing fee of 3.0% plus \$.25 per transaction will be deducted at reconciliation.

"User" _____



B. _____ BASIC SERVICE FEE (SCALED PRICING): EasyTix by TicketForce shall charge Buyers a total Service Fee comprised of the Basic Service Fee chart. All merchant fees are included in this option and User will receive the full face value of the ticket price as sold.

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

- 2. PHONE ORDERS:** There is no charge to the Buyer or User for the TicketForce Call Center. Call Center is Live Voice and offers full customer service.
- 3. 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 \$1.00 per order. Mailing is an Optional Service that may or may not be offered by the User.

E. Reports and Reconciliation

- Grant Buyer access to all Event sales reports, audits, and patron data through the web site at www.myeasyfix.com and a Provider-issued security password.
- Grant to Buyer ownership rights to patron data collected through online and charge-by-phone ticket sales to all events.
- 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. Notwithstanding, TF maintains the right to hold ten percent (10%) of funds for a period of six (6) months after close of event to allow for customer disputes and credit card charge backs.

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. This Agreement consists of this Agreement and Exhibit A.

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.

TICKETFORCE, LLC.

Company: _____

By: _____

Signature: _____

Date: _____

Date: _____

TicketForce

Name: _____

4858 E Baseline Road, Suite 103

Title: _____

Mesa, AZ 85206

Tax ID/SS#: _____

"User" _____



Exhibit A: "User" 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):

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:
