

**EV2923 LICENSED USER AGREEMENT**

THIS LICENSED USER AGREEMENT (“Agreement”) is entered into as of April \_\_, 2024 and is made effective as of June 1, 2024 (“Effective Date”), by and between Ticketmaster L.L.C., a Virginia limited liability company (“Ticketmaster”), and City of Kansas City, Missouri, a constitutionally chartered municipal corporation (“City”). This Agreement consists of this Licensed User Agreement, and any Exhibits attached hereto which are incorporated herein by this reference. This Agreement, upon the Effective Date, shall supersede and replace any and all prior agreements entered into by City and any Ticketmaster affiliated entities (including entities acquired by Ticketmaster prior to the Effective Date) regarding the subject matter hereof, including that certain Licensed User Agreement dated as of May 24, 2016 by and between Ticketmaster and City (as amended, the “Prior Agreement”), which shall thereafter be null, void, and of no further force or effect. The meanings of all capitalized terms used in this Agreement are set forth in Section 16 hereof. In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **TERM:**

(a) The initial term of this Agreement shall begin on the Effective Date and shall continue through the third (3<sup>rd</sup>) anniversary thereof (the “Term”). The Term shall be renewed for one (1) additional three (3) year period following the initial Term, as permitted by the Charter of the City, upon City’s written notice to Ticketmaster, not less than ninety (90) nor more than one hundred twenty (120) days prior to the end of the initial Term, of its intention to renew this Agreement. Each twelve (12) month period commencing on June 1 and continuing through the following May 31 shall be a “Contract Year” as such term is used herein.

(b) Notwithstanding the expiration of the initial term or any subsequent renewal period, Ticketmaster and City shall continue performance under this Agreement until (i) City has a new contract in place with either Ticketmaster or a third party ticketing services provider or (ii) until City terminates the Agreement; provided, that such additional performance period shall not exceed one (1) year from the date of expiration of the Term or the then-applicable renewal period.

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

(a) **Grant of Rights:** City hereby grants to Ticketmaster, and Ticketmaster accepts from City, the right during the Term of this Agreement, to be the exclusive seller, as City’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. City shall ensure that the entire Sellable Capacity for every Attraction shall be made available for distribution on the TM System. As an exception, Key Brand Theatrical Group Inc. (F/K/A Pace Theatrical Group Inc.) or any successor in interest thereof, will be permitted, at its sole discretion, to provide ticketing services for their programs either (i) pursuant to this Agreement, or (ii) pursuant to any ticketing agreement to which Key Brand Theatrical Group Inc. is a party with a ticketing services provider.

(b) **Sales by City:** Subject to the terms of this Section 2, City 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; (iv)

provide a reasonable number of House Seats for any Attraction, and (v) sell Tickets to “flat shows” (e.g., home builders association shows, garden shows, special exhibitions, art exhibits, unique traveling exhibits and other trade shows) for which facilities similar to the Facility customarily sell “hard” tickets and do not use the services of a third party ticketing agency and sell Tickets through such entities’ own websites or phone numbers; provided that, such entities fulfill the Ticket orders through the applicable Facility Box Office.

(c) **No Third Party Systems or Services:** Notwithstanding anything to the contrary set forth above, City shall not directly or indirectly from the Facility Box Office or otherwise (i) use, sponsor, promote, advertise, authorize or permit the use of any Internet website other than the TM.com Website or any equipment or services of any computerized or Internet ticketing company or system other than the TM System or with respect to subsection 2(b)(iv) and 2(b)(v) above, the entity’s in house system (any such website, equipment, services, company or system, a “Third Party Provider”) in connection with the sale, resale or issuance of Tickets; or (ii) sell or issue Tickets to any person who City believes (or has a reasonable basis to believe) will sell or issue such Tickets using a Third Party Provider. In addition, City shall not directly or indirectly authorize or permit any Tickets for any Attraction which are retained, purchased, controlled or otherwise acquired or obtained by any House Seat Recipient or any of its affiliates to be sold or issued in any way and for any purpose using a Third Party Provider.

(d) **No Minimum Sales:** It is agreed and understood that neither Ticketmaster nor City 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 City:** City acknowledges that Ticketmaster acts as the agent of certain third parties that may be a direct or indirect competitor of City. City 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. City 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 City or conflict with this Agreement or Ticketmaster’s rights, duties or obligations under this Agreement.

### 3. **COMPENSATION:**

(a) **Ticketmaster Charges and Fees:** In consideration for Ticketmaster’s services provided hereunder as an agent of City, Ticketmaster shall be entitled to assess and receive charges and fees in the amounts set forth on Exhibit A, all of which charges and fees shall be assessed against consumers, except for Inside Charges, which shall be assessed against City. In the event applicable law prohibits the assessment of such fees against consumers, Ticketmaster and City 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. Notwithstanding the above, charges and fees with respect to any Attractions presented by Feld Entertainment (including, without limitation, Disney on Ice, Circus, and Motor Sports) (“Feld Attractions”) at the Facility shall be determined pursuant to a separate national agreement between Ticketmaster and Feld Entertainment.

(b) **Payment Processing Fees:**

(i) **Sales by Ticketmaster:** 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 City or the Ticket seller, as applicable, at the rates set forth on Exhibit A, which percentage rates shall be deducted by Ticketmaster from the Ticket sales proceeds, or, at City’s option, upon notice to Ticketmaster, the Convenience Charge may be adjusted to include City’s portion of such Payment Processing Fees, provided that the Convenience Charge will be rounded up to the nearest \$0.05. Notwithstanding the above, with respect to any Feld Attractions, City agrees that City shall be obligated to pay for the Payment Processing Fees for Tickets to Feld Attractions, or shall obtain the agreement of Feld Entertainment to adjust the fees payable for such Feld Attractions to include the amount of such Payment Processing Fees; in any such event Ticketmaster shall not be obligated to absorb the Payment Processing Fees with respect to the Face Value of Tickets to any Feld Attractions and Ticketmaster shall not charge any other fee or charge.

(ii) **City Sales Using TM Charge:** In connection with City’s sales of Tickets utilizing electronic payments and authorized via TM Charge using either Visa or MasterCard, Ticketmaster’s credit card processor (“Processor”) shall deduct the merchant fees in an amount set forth on Exhibit A for transactions processed on a daily basis. The fees charged to City for use of TM Charge are subject to automatic increases equal to any actual increases in Ticketmaster’s Processor fees. City shall also be responsible for any and all other amounts charged to Ticketmaster (if any) by a Processor for processing City’s transactions, including, without limitation, chargebacks, fraudulent credit card use and additional charges for failure to meet the specific timing or other qualifications of the applicable credit card association or company. In the event that City desires to process or accept any credit or debit cards or other payment methods other than Visa or MasterCard utilizing TM Charge, then the fees for such service shall be mutually agreed upon by City and such credit card companies or payment providers, as applicable, and City shall enter into its own merchant agreement with such parties.

(c) **Compensation to City:**

(i) **Advertising Allowance:** Ticketmaster shall provide City with an annual advertising allowance (the “Base Advertising Allowance”) to advertise and promote Ticketmaster as the source for advance Tickets to Attractions at the Facility in an amount equal to Twenty-Five Thousand Dollars (\$25,000) per Contract Year for the five (5) year period commencing on the Effective Date and expiring on April 30, 2028 (the “Base Advertising Payment Period”). Such Base Advertising Allowance shall be due and payable to City within thirty (30) days of the execution of this Agreement and shall be due and payable to City within thirty (30) days of the beginning of each Contract Year of the Base Advertising Payment Period thereafter. Ticketmaster’s agreement to provide the Base Advertising Allowance to City is based upon Ticketmaster’s exclusive rights to sell Tickets for Attractions during the Term and is contingent upon and subject to certain additional terms as described below. Ticketmaster’s agreement to provide the Base Advertising Allowance to City is based on Ticketmaster’s right to sell at least forty thousand (40,000) Tickets per Contract Year (the “Minimum Sales Threshold”) via Ticketmaster distribution channels for which Ticketmaster receives (and does not refund) an Inside Charge during the Base Advertising Payment Period. In the event that the Minimum Sales Threshold has not been reached on or before expiration of each Contract Year for any reason or in the event this Agreement terminates early before expiration of the Base Advertising Payment Period for any reason and the Minimum Sales Threshold for such Contract Year has not been reached as of the date of such early termination, then City shall return to Ticketmaster, within fifteen (15) days, an amount equal to

\$0.63 for each remaining unsold Ticket comprising the Minimum Sales Threshold. For example, in the event the Agreement terminates early on January 15, 2024 and a total of 35,000 Tickets have been sold via Ticketmaster distribution channels for which Ticketmaster receives (and does not refund) an Inside Charge during the period commencing on the first day of Contract Year 2 and continuing through the date of such early termination, then City shall return to Ticketmaster, within fifteen (15) days of January 15, 2024, an amount equal to \$3,150 (comprised of 5,000 Tickets (the difference between 40,000 Tickets and 35,000 Tickets) x \$0.63 per Ticket). Any return of any portion of the Base Advertising Allowance shall be by wire transfer or certified check.

Ticketmaster shall also provide City with a volume incentive advertising allowance (the "Volume Incentive Advertising Allowance") for such Contract Years in which Ticketmaster sells in excess of fifty thousand (50,000) Tickets via Ticketmaster distribution channels for which Ticketmaster receives (and does not refund) an Inside Charge. Such Volume Incentive Advertising Allowance shall be determined as follows:

<b><u>Volume of Tickets sold during each Contract Year</u></b>	<b><u>Amount of Volume Incentive Advertising Allowance</u></b>
50,001 Tickets to 70,000 Tickets	\$1.00 per Ticket for Tickets 50,001-70,000
70,001 Tickets and above	\$2.00 per Ticket for Tickets 70,001 and above, subject to a cap of \$100,000 for the total Advertising Allowance (Base Advertising Allowance of \$25,000 + Volume Incentive Advertising Allowance) payable in any Contract Year

Any Volume Incentive Advertising Allowance due to City shall be paid to City within sixty (60) days of the conclusion of the applicable Contract Year. The Base Advertising Allowance and the Volume Incentive Advertising Allowance shall be collectively considered the "Advertising Allowance." Ticketmaster and City shall mutually agree upon an advertising campaign designed to benefit City and Ticketmaster. Each of the advertisements to be placed using the Advertising Allowance shall be in such media (i.e., Ticketmaster or third party-owned), and contain such content relating solely to City and its Attractions, as may be mutually agreed to by both parties. Proofs of each such advertisement must be furnished by City to Ticketmaster for approval prior to its publication. However, once a proof has been approved, subsequent ads using the same manner of advertising will require email approval only. City shall furnish Ticketmaster with copies of the actual invoices covering the costs expended by City in placing such advertisements.

**4. LICENSE AND USE OF HARDWARE AND SOFTWARE:**

(a) **License:** Ticketmaster hereby grants City a non-exclusive, non-transferable license to use the Hardware and Software (collectively, the "License") in exchange for the fees set forth herein.

(b) **Use:** The Hardware and Software and all related materials may only be used by City in connection with the Attractions and only with systems used, operated and owned by Ticketmaster, and only for the purposes stated in this Agreement, and may not be utilized by or in connection with services, software, hardware or systems provided or supplied by any third party. City shall use the Hardware and Software in a careful and proper manner

and shall comply with and conform to all federal, state, county, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware and Software including, but not limited to, federal, state or other laws applicable to commercial emails. Except as otherwise provided in the immediately preceding sentence, City hereby agrees: (i) not to permit copying or reproduction of the Hardware or Software in any manner, including without limitation, use in a sharing arrangement or transmission over the Internet or over e-mail and similar electronic transmission; (ii) not to disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works from or of, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose; (iii) not to transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose of or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems; (iv) not to delete, remove, change or otherwise alter any trademarks, copyright notices or other proprietary marks in or on the Hardware or Software, or any copies, modifications or partial copies thereof; and (v) not to "hack," or attempt to "hack," any of the Software, the servers on which the Software is hosted or any other portion of the Ticketmaster network, or otherwise attempt to circumvent, or navigate outside of, the borders of such Software servers in any manner whatsoever.

(c) **Passwords**: City agrees that use of the TM System by City shall be restricted to a reasonable number of City's personnel having passwords in the event that Ticketmaster assigns such passwords. Such passwords shall not be transferable without the written permission of Ticketmaster, which permission shall not be unreasonably delayed or withheld. Upon Ticketmaster's reasonable request, City (i) shall identify, as the case may be, the users (by name, position and site address), who use or view the TM System or from where the TM System is used, and (ii) shall provide to Ticketmaster access to any database which records access to the TM System.

(d) **TM Charge**:

(i) **Use and Operation of TM Charge**: Ticketmaster shall transmit data relating to Ticket sales made by City using TM Charge to Ticketmaster's credit card processor, provided Ticketmaster has received City's merchant number(s) and other necessary information for Ticketmaster to use for the transmission of sales data. City shall be responsible for promptly notifying Ticketmaster and Processor, if applicable, of any changes to the information provided pursuant to this Section. Processor will then transmit such data to the applicable credit card company for payment to City, subject to City having entered into the applicable City Processor Agreements (as further described below). Ticketmaster shall use its best efforts to ensure the accuracy of information transferred from the Processor via TM Charge, but Ticketmaster does not guarantee the accuracy and timeliness of such information. City shall comply with all applicable credit card association or company guidelines (e.g. swiping all retail transactions and using customer address information for all non-face-to-face transactions). Ticketmaster shall provide City with daily transaction reports regarding authorized and settled transactions. City shall review, on a regular basis, all reports provided to City by Ticketmaster. City also agrees that, for operational and monitoring purposes, the Processor may provide Ticketmaster with processing and settlement reports related to sales of Tickets using TM Charge.

(ii) **Effect of Termination of Ticketmaster's Processor Agreement**: Ticketmaster has entered into an agreement with the Processor (the "Processor Agreement"), and City agrees to enter into an agreement with such Processor (the "City Processor Agreement") as soon as practicable after the date of this Agreement. The City Processor

Agreement shall provide that if the related Processor Agreement expires or terminates, then the City Processor Agreement shall also expire or terminate without any early termination penalties or charges. In order to facilitate streamlined credit card authorization processing for Ticketmaster and its clients, Ticketmaster continues to seek to maintain relationships with superior processors throughout the Term of this Agreement. In the event that Ticketmaster elects to use a different Processor, City shall enter into an agreement with such new Processor if City desires to continue utilizing TM Charge, it being acknowledged and agreed by City, however, that use of certain Software (e.g., AccountManager) may require utilization of TM Charge.

(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 City 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 C 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) **TM1 Engagement**. Ticketmaster shall provide City with use of an email permission marketing tool which shall be powered by a third party enterprise-level interactive software and marketing provider, and which shall be integrated with the TM System ("TM1 Engagement") in accordance with the terms and conditions set forth in Exhibit D attached hereto. The parties acknowledge and agree that "Software" as such term is used in the Agreement shall not be deemed to incorporate TM1 Engagement, it being understood that TM1 Engagement is a third party software solution.

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

## 5. **INSTALLATION AND SET-UP:**

(a) **Infrastructure and Installation:** Ticketmaster will install the Hardware furnished by Ticketmaster, and provide City with access to the Software. City will provide (i) a redundant connectivity solution between the Facility and Ticketmaster's central computer facility for interfacing that satisfies Ticketmaster's minimum system requirements, and (ii) unless otherwise agreed to between the parties, any type of equipment and technology necessary to assist Ticketmaster in completing the installation of such Hardware or Software. Ticketmaster shall have no responsibility for any internal wiring or cabling (e.g., electrical, data lines, etc.) necessary for installation, operation or for proper functioning of the TM System at the Facility.

(b) **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"), City 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, any information necessary to calculate Attraction Taxes, if applicable, Ticket header information, logos, entry information, vision and hearing information, wheelchair and other accessible seating information, health and safety protocols 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. City shall be solely responsible for maintaining appropriate security and health and safety protocols at the Facility for each Attraction. City 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 liability resulting from the inaccuracy of any Set-Up Information furnished by City pursuant hereto.

(c) **Facility Box Office Will-Call Services**: At all times during the Term of this Agreement, City shall maintain a designated Facility Box Office location for the pick-up of Tickets purchased through Ticketmaster distribution channels. The pick-up location shall be open during the normal hours of operation of the Facility Box Office. City shall notify Ticketmaster of City’s will-call capabilities and will-call Facility Box Office hours. City 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. City shall not release Tickets to any customer whose identity has not been so verified.

(d) **Supplies**: City shall be responsible for maintaining adequate nondurable operational supplies used at the Facility in connection with the operation of the Hardware and Software to assure continuous operations at the Facility.

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

## 6. **MAINTENANCE AND SUPPORT**:

(a) **Hardware and Software Maintenance and Support**: Ticketmaster shall provide ordinary and routine maintenance and repair services and adequate support of the Hardware and Software at the Facility to meet the reasonably anticipated service needs of City from time to time at no additional charge, provided that such maintenance, repair or support is not necessitated by the negligence or willful misconduct of City, its employees, agents or representatives. Support services will be provided, on a return call basis, during Ticketmaster’s normal business hours by personnel qualified to answer telephone inquiries by City seeking advice on questions and problems. Non-emergency calls made at the end of the day, which require support services that would keep staff beyond normal working hours, will be deferred to the following business day. Support will be provided for off-hour critical system emergencies.

(b) **Training of City’s Employees**: City shall staff the Facility Box Office with its employees for the proper operation of the TM System for Ticket sales made through the Facility. Ticketmaster shall train, at its expense, City’s employees who shall be reasonably necessary for the initial staffing of the Facility Box Office and for initial operation of the TM System for single ticket sales at the Facility. Ticketmaster shall also provide additional training at its cost to other employees of City to the extent such training is necessary as a consequence of changes initiated by Ticketmaster or changes in Ticketmaster’s method of operation. To the extent of any change in personnel by City in connection with Facility Box Office sales, City may request additional training beyond that initially contemplated hereunder,

in which case Ticketmaster shall provide an estimate to City of costs of the training (including any reasonable travel expenses). If accepted in writing, City agrees to pay Ticketmaster the expense for such additional training agreed upon by the parties.

(c) **Notification by City:** In the event of any breakdown or malfunction in the operation of any of the Hardware or Software, or difficulties encountered in connection with access to any of the Software, City agrees to promptly notify Ticketmaster of any such breakdown, malfunction or difficulty to assist Ticketmaster in performing its obligations hereunder.

(d) **Access to City's Equipment and Data:** City shall permit Ticketmaster, at Ticketmaster's sole discretion and upon reasonable written notice, the right at a reasonable time to inspect the Facility's pertinent sites and equipment (including any existing LAN or other network user monitor device) for the purpose of determining compliance with the terms of the License granted hereunder. In order to correctly diagnose faults in the equipment and data related to the Software and Hardware, City will provide Ticketmaster 24 hour remote access to City's installation, pertinent sites, equipment (including any existing LAN or other network user monitor device) and user data. Failure to provide such access may prohibit effective action by Ticketmaster and render Ticketmaster unable to proceed, and in such circumstances, Ticketmaster shall be under no liability for failure to perform its obligations hereunder.

7. **ADVERTISING:**

(a) **Advertising on Tickets Fulfilled at Facility Box Office:** For tickets fulfilled by City at the Facility Box Office, City shall either (i) provide, or pay Ticketmaster to provide, its own blank custom ticket stock and ticket envelopes in which case City shall have the right to sell advertising on such ticket stock and ticket envelopes or (ii) have Ticketmaster provide Ticketmaster's standard ticket stock and ticket envelopes in which case Ticketmaster shall have the right to sell advertising on such ticket stock and ticket envelopes.

(b) **Ticketmaster Advertisements:** City hereby grants to Ticketmaster the right, in Ticketmaster's sole discretion, within City's policy regarding the use of the City's logo, 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 via Ticketmaster distribution channels, and the availability of the Software and, in connection therewith, to use the name and logo of City, the Attraction, the Facility and all other information respecting the Attractions.

(c) **City Advertisements:** The Convention Center may, during the Term hereof, provide and place advertisements in any form of media which the Convention Center shall desire to promote the availability of Tickets, the TM.com Website and the Attractions (except on websites or other media operated by, or on behalf of, third parties that promote, engage in or facilitate the sale, resale or issuance of tickets); provided, however, that in the event the Convention Center shall place any such advertisements, it shall use its best efforts to cause Ticketmaster's name, logos and if the advertisement relates to the availability of Tickets, the applicable TM.com Website address to be displayed in the advertisement. The Convention Center shall cause the Convention Center's Website to deeplink to specified web page(s) within the applicable TM.com Website where ticket purchasers can begin the process of purchasing Tickets to Attractions. The Convention Center agrees to promote the availability of Tickets on the TM.com Website by including, at a minimum, one "above-the-fold" graphic Ticketmaster branded link to the TM.com Website on each web page featuring one or more of



the Attractions on the Convention Center's Website. Such link will include the TM.com Website graphic logo and a call to action such as "buy tickets." Ticketmaster will provide any graphics and links to City as may be necessary in connection with the foregoing.

(d) **Ticketmaster Client Style Guide**: The look and feel of any and all links from City's Website to the Interface Page or the applicable TM.com Website are subject to Ticketmaster's prior approval. City shall comply with all terms and conditions of Ticketmaster's Client Style Guide, as it may be updated from time to time.

(e) **Advertising Revenue**: Ticketmaster and City shall separately receive and retain their respective income derived from advertising which each is entitled to sell under subsections (a), (b) and (c) above.

8. **ACCOUNTING PROCEDURES**:

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

Financial Institution (Name of Bank): Commerce Bank

Account Type: \_\_\_\_\_

Account Number: 1110420

Bank ACH Transfer Number: 101000019

Branch Address: 811 Main Street

Kansas City, MO 64105

Branch Phone Number: \_\_\_\_\_

Ticketmaster shall collect all Ticket Receipts derived from Ticket sales made by Ticketmaster and shall initiate payment of Ticket Receipts to which City is entitled on Friday of each week with each weekly payment to be on account of TM System Ticket sales made for Attractions by Ticketmaster 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 City or to any person whatsoever. If funds to which City is not entitled are deposited into City's Account, City authorizes Ticketmaster to direct the Bank to return said funds. City 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 City or bank processing delays, or for any related damages. City 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, City also authorizes the initiation of a debit to City's Account to correct the error. Each weekly settlement payment shall be accompanied by a written accounting. City 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 City of its termination in such time and such manner as to afford Ticketmaster a reasonable opportunity to act upon it.

(b) **Method of Payment – Invoicing**: Any Inside Charges, Payment Processing Fees, and any other charges City incurs pursuant to the terms hereof (collectively, "City Charges") are to be invoiced to City and not subtracted from weekly payments, as set forth

below:

(i) Ticketmaster shall invoice City weekly for all City Charges incurred and allowable under this Agreement. City shall provide Ticketmaster with written approval of the applicable invoice (or a detailed rejection notice) within fifteen (15) business days of the date of the applicable invoice. All Ticketmaster invoices not rejected by City in writing within such time period shall be deemed approved. City will issue payment to Ticketmaster within fifteen (15) days of the date of applicable invoice. Ticketmaster will not subtract City Charges from Ticket Receipts in its remittance to the City.

The invoice shall clearly set forth the following:

1. Itemized Payment Processing Fees relative to Face Value of Tickets sold via Ticketmaster distribution channels; and
2. Itemized Inside Charges.

City Charges shall include the following reimbursable expenses allowable under this Agreement:

1. Inside Charges; and
2. Payment Processing Fees (as referenced in Section 3(b)).

(ii) It shall be a condition precedent to payment of any invoice from Ticketmaster that Ticketmaster is in compliance with, and not in breach or default of, all material terms, covenants and conditions of this Agreement. If damages are sustained by City as a result of such breach or default by Ticketmaster, City may withhold payment(s) to Ticketmaster for the purpose of set off until such time as the exact amount of damages due City from Ticketmaster may be determined. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable (or deemed approved) under the terms of this Agreement.

(c) **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. City 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 City and therefore Ticketmaster's agreement to make any refunds as the agent of City is subject and limited to Ticketmaster holding or receiving from City the full amount of funds necessary to make refunds to all Ticket purchasers properly entitled to a refund, and City will promptly remit to Ticketmaster any such funds received by City in respect of Cancelled Attractions in order for Ticketmaster to process such refunds. City 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; provided, Ticketmaster's current policy is to refund the Ticketmaster

fees (excluding delivery fees) assessable with respect to Tickets for Cancelled Attractions, and Ticketmaster shall notify City of any changes to such policy during the Term which are published to consumers and applicable to Ticketmaster's clients generally. City 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 City's settlement, portions of any Chargebacks that Ticketmaster is assessed by its merchant bank related to the Face Value, Processing Fee, Payment Processing Fees and any other amounts due from Ticketmaster to City for up to eighteen (18) months after the occurrence of an Attraction. Ticketmaster shall be responsible for the remaining portions of any Chargebacks, except to the extent caused by City's failure to obtain signatures, swipe credit cards, or follow any procedures provided by Ticketmaster or the merchant bank with respect to acceptance of credit cards, including, but not limited to, cardholder verification instructions for will-call and other alternative Ticket delivery/pick-up services. 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) **Deficiency Amounts**: If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks (e.g., due to cancellations or postponements of one or more Attractions), City shall deliver the amount of such deficiency ("Deficiency Amount") to Ticketmaster as soon as reasonably practicable (and in any event no later than thirty (30) days) after notice by Ticketmaster to City. Ticketmaster shall have the right to setoff any Deficiency Amount against any amounts held by Ticketmaster on behalf of City. In the event City has not paid any Deficiency Amount when due, Ticketmaster shall have the option to suspend payment of Ticket Receipts in advance of the occurrence of Attractions and instead deliver Ticket Receipts to which City is entitled post-performance (i.e. Friday of each week with respect to Attractions that occurred Monday through Sunday of the week preceding such payment date).

(e) **Counterfeit Tickets**: It is agreed and understood that Ticketmaster shall not be liable to City for the printing and sale of counterfeit Tickets by a third party.

(f) **Audit of Sales**:

(i) The City Auditor, the City's Internal Auditor, the City's Director of Civil Rights & Equal Opportunity Department and the City department administering this Agreement shall have the right to audit this Agreement and all books, documents and records relating thereto, solely to assure compliance with terms of this Agreement.

(ii) Ticketmaster shall maintain all of its books, documents and records relating to this Agreement during the Term and for a period of five (5) years after the date of final payment.

(iii) The books, documents and records of Ticketmaster in connection with this Agreement shall be made available at Ticketmaster's offices to the to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights & Equal Opportunity Department and the City department administering this Agreement within ten (10) days after the written request is made.

(iv) Ticketmaster shall have the right at its own expense to audit

Ticket sales for Attractions made by City and by others (including, without limitation, the promoter and sponsor of any Attraction, the act or event itself and City's subscribers) to assure their compliance with the terms of this Agreement.

(g) **Request for Taxpayer Identification Number and Certification:** City 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.

9. **TAXES:**

(a) **Taxes on Hardware:** City shall keep the Hardware free and clear of all levies, liens and encumbrances which are caused by City or under City's control.

(b) **Attraction Taxes:** City shall be responsible for calculating any and all City Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such City Taxes, and for timely remitting City Taxes to the appropriate taxing authority. Ticketmaster will collect and turn over to City the amounts to which City is entitled as provided in Section 8(a). In the event that Ticketmaster pays any City Taxes on behalf of City or Ticketmaster pays any City Taxes due to a failure by City to provide Ticketmaster with the required writing or documentation of any City tax exemptions pursuant to Section 9(d) below, City shall promptly reimburse Ticketmaster for any and all such City Taxes paid by Ticketmaster, including penalties and interest assessed with respect thereto (other than City Taxes, penalties and interest that Ticketmaster pays directly out of City'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 City to properly calculate and timely remit City Taxes assessed on all amounts received by City under this Agreement, to timely file all related returns or reports, or to timely reimburse Ticketmaster for any and all such City Taxes, interest and penalties as provided above. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit City Taxes directly on behalf of City and file related tax returns or reports, Ticketmaster shall have the right to do so upon notice to City, and thereafter "Ticket Receipts" shall be defined to be reduced by such City Taxes. Ticketmaster shall be responsible for calculating any and all Ticketmaster Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Ticketmaster Taxes, and for timely remitting such Ticketmaster Taxes to the appropriate taxing authority.

(c) **City's Taxpayer ID Number:** City certifies that City's federal taxpayer identification number (FEIN or SSN) is 44-6000201. City further certifies that its state taxpayer identification or registration number for the state in which the Facility is located is Missouri.

(d) **City's Tax Exemptions:** City is tax exempt and shall notify Ticketmaster in writing of any and all City tax exemptions (if applicable) and provide Ticketmaster with reasonable proof of City's tax exemptions.

10. **LOSS AND DAMAGE TO THE HARDWARE; INSURANCE:**

(a) City acknowledges that the Hardware will be used by City at the Facility and that Ticketmaster does not own, operate or control such location. Accordingly, City 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 or willful misconduct of Ticketmaster, from any and every cause whatsoever

from the date of delivery of the Hardware to the Facility or City site until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of City under this Agreement. In the event of loss or damage of any kind to any Hardware, City, at its sole option, 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) City shall, at its own expense, provide and maintain at all times during the Term hereof self 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. Ticketmaster accepts the City's self insurance.

(c) Insurance Requirements for Services. Ticketmaster shall procure and maintain in effect throughout the Term of this Agreement insurance policies with coverage not less than the types and amounts specified in this Section. Ticketmaster must have:

1. Commercial General Liability Insurance Policy: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:

- a. Severability of Interests Coverage applying to Additional Insureds
- b. Contractual Liability
- c. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
- d. No Contractual Liability Limitation Endorsement
- e. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent

2. Workers' Compensation Insurance and Employers Liability Policies as required by Missouri law.

3. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Ticketmaster.

4. If this Contract is for professional services, Ticketmaster shall

obtain Professional Liability Insurance with limits per claim and annual aggregate of \$1,000,000.

5. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Ticketmaster in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
  6. Technology Professional Liability Errors and Omissions Insurance appropriate to Ticketmaster's profession and work hereunder, with limits not less than \$2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Ticketmaster in this Agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- (d) The Commercial General and Automobile Liability Insurance Policies specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Ticketmaster shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- (e) All insurance policies must be provided by Insurance Companies that have an A.M. Best's rating of A-, V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri.
- (f) Regardless of any approval by City, Ticketmaster shall maintain the required insurance coverage in force at all times during the term of this Agreement. Ticketmaster's failure to maintain the required insurance coverage will not relieve Ticketmaster of its contractual obligation to indemnify the City pursuant to this Section of this Agreement. In the event Ticketmaster fails to maintain the required insurance coverage in effect, City may declare Ticketmaster in default of this Agreement.

- (g) In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

14. **TITLE:**

(a) **Hardware/Software:** City covenants and agrees that the Software and Hardware and any deliverables or work product furnished under this Agreement are, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster, and City shall have no right, title or interest therein or thereto except as a licensed user thereof. City acknowledges and agrees that Ticketmaster has invention rights, copyrights, and other intellectual property rights in the TM System and the information contained therein which prohibit copying, sale, modification and re-manufacture of the TM System and information regarding the TM System and which will be enforced. City hereby agrees that it will, whenever reasonably requested by Ticketmaster, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, agreements, instruments, and documents necessary or desirable, in form satisfactory to Ticketmaster, to protect the rights and ownership of Ticketmaster to and of the Software and Hardware, including but not limited to certificates from 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, City will not move the Hardware nor 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. Upon the expiration or termination of this Agreement, City shall return the Software and Hardware to Ticketmaster in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, and any and all licenses and other rights to the Software and Hardware shall terminate with respect to City.

(b) **Intellectual Property:** Each party shall retain all right, title and interest in and to its respective trademarks, service marks and trade names worldwide ("Intellectual Property") subject to a limited non-exclusive, non-transferable license necessary to perform this Agreement. Each party grants the other a royalty-free, non-exclusive, non-transferable license, during the Term, within the territory, to include such party's pre-approved Intellectual Property solely in connection with the promotions and marketing contemplated in this Agreement. Each party shall use the other's Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, nor shall it act or permit action in any way that would impair the rights of owning party in its Intellectual Property. Each party acknowledges that its use of the other party's Intellectual Property shall not create any right, title or interest in or to such Intellectual Property. Each party shall have the right to monitor the quality of the other party's use of its Intellectual Property. Additionally, each party shall notify the other promptly in writing of any known infringement of the other's Intellectual Property. Any references to a party's Intellectual Property shall contain the appropriate trademark, copyright or other legal notice provided from time to time by owning party.

(c) **Purchaser Data:** City and Ticketmaster each has rights in the personally identifiable information with respect to persons who actually purchased tickets to City's Attractions through the TM System ("Purchaser Data"), subject to the terms hereof. Each party agrees to use the Purchaser Data only in compliance with all applicable laws and administrative rulings and in accordance with such party's own posted privacy policies. City agrees that if any portion of the Purchaser Data includes a person's name and that person's (i) social security number; (ii) driver's license or governmental identification number; or (iii) password and account identification, then City shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Purchaser Data to protect the Purchaser Data from unauthorized access, destruction, use, modification or disclosure. City also agrees that if any portion of the Purchaser Data includes credit or debit card numbers and related information, City shall comply with payment card industry standards. City shall also include in any email communications that City may make based on the Purchaser Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from City and City shall honor such opt-out preferences.

15. **CONFIDENTIAL INFORMATION:**

(a) Subject to the requirements of the Missouri Sunshine Law, the parties acknowledge that by reason of their relationship hereunder, each party may from time to time disclose information regarding its business, products, software technology, Intellectual Property and other information that is confidential and of substantial value to such party, which value would be impaired if such information were disclosed to third parties. "Confidential Information" shall include (i) any information, technical data or knowhow relating to the business, services or products of the disclosing party or a third party, including without limitation any research, products, services, developments, inventions, processes, techniques, designs, components, parts, documents, drawings, electronic files, data sketches, plans, programs, specifications, software, and/or distribution, engineering, marketing, financial, merchandising, sales, and salary information and/or other materials and (ii) any information that is identified as confidential at the time of disclosure to the other party. Subject to the requirements of the Missouri Sunshine Law, 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) Subject to the requirements of the Missouri Sunshine Law, each party agrees that it will keep the Confidential Information strictly confidential and will not use such Confidential Information 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, Mayor, City Council Members, 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 confidential 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) Ticketmaster acknowledges that the City is a governmental entity and, as such, is subject to certain open records and open meetings laws, including the Missouri Sunshine Law (collectively, "Open Records Laws"). Notwithstanding the terms of Section 12(a) through (c) above or anything else in this Agreement to the contrary, nothing in this Agreement shall limit or prohibit City from complying with its obligations under any applicable Open Records Laws, nor subject City to liability for any actions (including disclosures of Confidential Information) taken in compliance with its obligations under any Open Records Laws.

16. **LIMITATION ON LIABILITY:** In no event shall City or Ticketmaster be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost or destroyed data, lost ticket revenues, lost opportunity costs or any other economic loss, of any type or nature, or for events or circumstances beyond City's or Ticketmaster's control, even if City or Ticketmaster has been advised of the possibility of such damages. Neither occasional short term interruptions of service which are not unreasonable under comparable industry standards nor interruptions of service resulting from events or circumstances beyond Ticketmaster's reasonable control shall be cause for any liability or claim against Ticketmaster hereunder, nor shall any such occasion render Ticketmaster in default under this Agreement.

17. **RESPONSIBILITIES OF PARTIES:**

(a) City shall be responsible for any and all claims, actions, damages, expenses, obligations, losses, liabilities and liens occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by City or any of its officers, directors, employees and agents (collectively, "City's Representatives"); (ii) use of the TM System (including without limitation any customization of City'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 City or any of City'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) City's use of the Purchaser Data; or (v) any email campaigns or distributions conducted by Ticketmaster on City's behalf or conducted by City 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 be responsible for any and all claims, actions, damages, expenses, obligations, losses, liabilities and liens 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 City's Indemnitees with respect to City's use of the TM System; except, in each case, to the extent that any such claim shall relate to City's negligence or willful misconduct with respect thereto.

18. **TERMINATION:**

(a)

1. 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.
2. Upon an Event of Default by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to City all amounts due and owing pursuant hereto, and City may, in addition to terminating this Agreement, require Ticketmaster to remove all Hardware from the Facility
3. Upon an Event of Default by City, City shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto, and City authorizes Ticketmaster to setoff any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of City, and Ticketmaster may, in addition to terminating this Agreement, terminate City'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 by Ticketmaster in the event any act by City 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 City fails to refrain from so acting within ten (10) business days' written notice from Ticketmaster.

(c) 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.

(d) 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 13 hereof.

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

"AccessManager" means the Ticketmaster AccessManager software which interfaces with the TM System to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets.

"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 City Taxes and Ticketmaster Taxes as further described below. To the extent such taxes relate to the funds paid or owed to City under this Agreement such portion of Attraction Taxes may also be referred to herein as City 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.

"Chargebacks" is defined in Section 8(c) hereof.

"City's Website" means any Internet website(s) owned, operated and maintained by the Department of Convention and Entertainment Facilities.

"Confidential Information" is defined in Section 12 hereof.

"Contract Year" is defined in Section 1 hereof.

"Convenience Charge" means the per Ticket amount charged to a consumer for the convenience of purchasing Tickets through the TM System.

“Convention Center’s Website” means the City’s internet website(s) operated and maintained by Convention Center, which shall contain links to the Interface page.

“Event of Default” is defined in Section 15(a) hereof.

“Face Value” means the face price of a Ticket as determined by City, 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 City, directly or indirectly through one or more affiliates, or where City otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) (i) located at 301 W. 13<sup>th</sup> Street, Kansas City, Missouri 64105 and currently known as the Kansas City Convention Center (Municipal Auditorium, Music Hall & Bartle Hall) (collectively, the “Convention Center”) and (ii) located at 1701 American Royal Court, Kansas City, Missouri 64102 and currently known as American Royal Complex. City reserves the right to add additional facilities as needed. The T-Mobile Center is excluded from this Agreement. Notwithstanding the foregoing, (i) the venue located at 4600 Starlight Rd, Kansas City, MO 64132 and currently known as the Starlight Theatre, and (ii) the venue located at 6800 Zoo Dr, Kansas City, MO 64132 and currently known as the Kansas City Zoo shall be expressly excluded from this definition of “Facility.”

“Facility Box Office” means the Facility’s Ticket sales locations that are operated by City and located at the Facility.

“Group Sales” means sales of Tickets by City 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 to a ticket resale platform or marketplace, professional ticket reseller or other individual or entity with the primary purpose of reselling such Tickets.

“Hardware” means all of that certain computer hardware, communications equipment, terminals and hook-ups (including replacements thereof) listed with particularity on Exhibit B or otherwise supplied by Ticketmaster to City at any time during the Term of this Agreement, but excluding (i) any computer hardware, communications equipment, terminals and hook-ups purchased by City to provide the connectivity to and interfacing with the TM System required under this Agreement, and (ii) any computer hardware, communications equipment, terminals and hook-ups purchased by City from Ticketmaster.

“House Seats” means Tickets provided by City (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 or sold to a ticket resale platform or marketplace, professional ticket reseller or other individual or entity with the primary purpose of reselling such Tickets.

“Inside Charges” means the amounts Ticketmaster charges City to sell, issue and process Tickets utilizing the TM System under this Agreement.

“Intellectual Property” is defined in Section 11(b) hereof.

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

“License” is defined in Section 4(a) hereof.

“Payment Processing Fees” is defined in Section 3(b).

“Processing Fee” means the per order amount charged by Ticketmaster to a consumer for purchasing Tickets via Ticketmaster distribution channels through the TM System.

“Purchaser Data” is defined in Section 11(c) 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 City 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); provided, that, in no event shall Season/Contract Tickets consist of the sale of Tickets to a ticket resale platform or marketplace, professional ticket reseller or other individual or entity with the primary purpose of reselling such Tickets.

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

“Software” means Ticketmaster’s ticketing system software known and marketed as Ticketmaster Classic, AccessManager, TM Charge, TM+, and any new versions thereof or any other deliverables for TM System access provided to City by Ticketmaster during the Term.

“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 all Tickets sold by Ticketmaster, plus any Convenience Charges and Processing Fees retained by City, less any applicable Inside Charges (exclusive of Ticketmaster Taxes in jurisdictions in which City is required to remit Attraction Taxes to the applicable taxing authority) and Payment Processing Fees, and less any City Taxes for jurisdictions in which Ticketmaster is required to remit City Taxes to the applicable taxing authority.

“TM Charge” means the electronic payment processing system within the TM System that utilizes the global banking association networks to authorize electronic payment for

purchases of Tickets to Attractions sold by City from the Facility Box Office as permitted under this Agreement.

“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, 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, and the processing of transactions through the Software.

20. **MISCELLANEOUS:**

(a) **Governing Law/Jurisdiction:** This Agreement shall be interpreted and governed by the laws of the State of Missouri, 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 County of Jackson in the State of Missouri 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) **Title VI of the Civil Rights Act of 1964**

(i) Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

(ii) Ticketmaster shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

(c) **Non-discrimination in Employment.** Ticketmaster shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of the City Code. Ticketmaster shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

(d) **Ban the Box in Hiring and Promotion.**

(i) Pursuant to Section 38-104, City Code Ordinances, Ticketmaster shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and

responsibilities of the position.

(ii) Notwithstanding subsection (i), Ticketmaster may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.

(iii) This provision (d) shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

(e) **Quality Services Assurance Act.** If this Agreement exceeds \$160,000.00, Ticketmaster certifies Ticketmaster will pay all employees who will work on this Agreement in the city limits of Kansas City, Missouri at least \$15.00 per hour in compliance with the City's Quality Services Assurance Act, Section 3-66, Code of Ordinances or City has granted Ticketmaster an exemption pursuant to the Quality Services Assurance Act.

(f) **Anti-Discrimination Against Israel.** If this Agreement exceeds \$100,000.00 and Ticketmaster employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Agreement, Ticketmaster certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

(g) **Compliance with Laws.** Ticketmaster shall comply with all federal, state and local laws, ordinances and regulations applicable to this Agreement. Ticketmaster shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

(h) **Affirmative Action.** If this Agreement exceeds \$300,000.00 and Ticketmaster employs fifty (50) or more people, Ticketmaster shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Agreement subject to said provisions, Ticketmaster warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement. Ticketmaster shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 38 of City's Code. Ticketmaster shall:

1. If applicable and upon written request of City, execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Ticketmaster has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Agreement.

2. If, and only if, Ticketmaster does not possess a current certification of compliance, Ticketmaster shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Agreement, unless a copy has already been submitted to CREO at any point within the previous two (2) calendar years.
3. Require any subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
4. Obtain from any subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, subcontractor does not possess a current certificate of compliance, Ticketmaster shall obtain a copy of the subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.
5. City has the right to take action as directed by City's Civil Rights and Equal Opportunity Department to enforce this provision. If Ticketmaster materially breaches the provisions of Chapter 38 of City's Code and does not cure such material breach within thirty (30) days of written notice from City, then such failure shall be deemed a total breach of this Agreement and this Agreement may be terminated, cancelled or suspended, in whole or in part, and Ticketmaster may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Agreement.

(i) **Prevailing Wage.** If the Agreement exceeds \$75,000.00 and any of the services performed by Ticketmaster under this Agreement includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Ticketmaster shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order. Ticketmaster shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Ticketmaster fails to notify the City.

(j) **Employee Eligibility Verification.** Ticketmaster represents and warrants that it does not knowingly employ any person in connection with this Agreement who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U.S.C. §1324a(h)(3) and that it participates in an electronic verification of work program operated by the United States Department of Homeland Security to verify information of newly



hired employees, under the Immigration and Reform and Control Act of 1986.

(k) **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.

(l) **Assignment:** Without the prior written consent of Ticketmaster, City 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 City or City's authorized employees. Any such assignment shall not relieve City of any of its obligations hereunder. Without the prior written consent of City, 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, City 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.

(m) **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 City 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.

(n) **Force Majeure:** Neither party will 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.

(o) **Severability:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

(p) **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 (5) days after

sending if sent by certified or registered mail. Settlement reports may be delivered from Ticketmaster to City by email; therefore City shall promptly notify Ticketmaster of any change to its email address set forth immediately below the signature line hereto.

(q) **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.

(r) **Legal Review**: Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. 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.

(s) **Client Listings**: City's execution of this Agreement indicates approval for City 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, City may, in its sole discretion, direct Ticketmaster to stop using City's name for the purposes listed in this Section by sending notice to Ticketmaster via email at [client.news@ticketmaster.com](mailto:client.news@ticketmaster.com).

(t) **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.

(u) **Buy American Preference and Missouri Preference Policies**: It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible. Pursuant to Section 71.140 RSMo., preference shall be given to materials, products, supplies and all other articles produced, manufactured, made or grown within the State of Missouri.

(v) **Missouri Sales Tax Exemption**: Pursuant to Section 144.062, RSMo, City is a Missouri exempt entity and tangible personal property to be incorporated or consumed in connection with this Agreement may be purchased without sales tax. City shall furnish this Agreement or a Missouri Project Exemption Certificate for Sales Tax at the time of issuance of the Notice to Proceed.

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

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

**CITY OF KANSAS CITY, MISSOURI,**  
a constitutionally chartered municipal corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 1041 N. Formosa Ave.  
West Hollywood, CA 90046  
Attn: Geoff Carns

Address: Kansas City Convention & Entertainment  
Facilities Department  
301 West 13<sup>th</sup> Street, Suite 100  
Kansas City, Missouri 64105  
Phone: (816) 513-5000  
Fax: (816) 513-5001

**With a copy to:**

Ticketmaster L.L.C.  
325 N. Maple Drive  
Beverly Hills, CA 90210  
Attn: General Counsel

Attn: Kimiko Gilmore  
Executive Director & Deputy City  
Manager

Approved as to form and legality:

\_\_\_\_\_  
Assistant City Attorney  
Date:

**EXHIBIT A**  
**COMPENSATION**

1. **Charges and Fees.**

(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 City during the Term of this Agreement; provided, however, in the event the per Ticket Convenience Charges in any single transaction exceeds the amount of \$12.00 per Ticket (subject to escalation in the amount of \$0.05 per Contract Year) (the “Standard Per Ticket Fee Cap”), then City 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 (for example, if the Convenience Charge determined by City is \$14.00, then City and Ticketmaster shall each retain \$1.00 per Ticket  $[(\$14.00 - \$12.00 = \$2.00)$  and  $(\$2.00/2 = \$1.00)$  each]); and provided, further, in the event the per order Processing Fees in any single transaction exceeds the amount of \$6.00 per order (subject to escalation in the amount of \$0.05 per Contract Year) (the “Standard Per Order Fee Cap”), then City 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 (for example, if the per order Processing Fee determined by City is \$7.00, then City and Ticketmaster shall each retain \$0.50 per order  $[(\$7.00 - \$6.00 = \$1.00)$  and  $(\$1.00/2 = \$0.50)$  each]). 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 City for the amount of such Inside Charge, or to setoff such amount against any funds held by Ticketmaster on account of City.

(b) **Inside Charges:**

<b><u>Type of Ticket</u></b>	<b><u>Per Ticket Inside Charge</u></b>	<b><u>Per Order Inside Charge</u></b>
For Tickets sold via the Facility Box Office	\$0.00 per Ticket	\$0.00 per order
For Tickets sold for trade show Attractions via Ticketmaster distribution channels	\$1.25 per Ticket	\$3.00 per order
For Tickets sold for all other Attractions via Ticketmaster distribution channels with the following Face Values:		
\$0.01 to \$14.99	\$1.80 per Ticket	\$3.00 per order (all Face Values)
\$15.00 to \$29.99	\$2.80 per Ticket	
\$30.00 to \$59.99	\$3.80 per Ticket	
\$60.00 and above	\$4.80 per Ticket	

The per Ticket Inside Charges for Tickets sold via Ticketmaster distribution channels set forth above shall be subject to automatic increase on the first day of the second Contract Year and on the first day of each Contract Year thereafter during the Term in the amount of \$0.05 per Ticket of the previous Contract Year's Inside Charge (rounded up to the nearest \$0.01).

The per order Inside Charges for Tickets sold via Ticketmaster distribution channels set forth above shall be subject to automatic increase on the first day of the second Contract Year and on the first day of each Contract Year thereafter during the Term in the amount of \$0.05 per order of the previous Contract Year's Inside Charge (rounded up to the nearest \$0.01).

(c) **Delivery Fees:**

(i) **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"). The Mail Fee retained by Ticketmaster is subject to automatic annual increase in the amount of \$0.25 per order at the start of each Contract Year.

(ii) **Mobile Delivery.** Ticketmaster shall not assess any mobile delivery fee against purchasers of Tickets using the mobile method of delivery.

(iii) **Will Call Fee.** Ticketmaster shall be entitled to assess a fee in the amount of \$5.00 per order against purchasers of Tickets using the will call method of Ticket fulfillment ("Will Call Fee"), and shall pay City the entirety of such Will Call Fee, less applicable taxes or Payment Processing Fees (calculated at the rate set forth below) on such additional amount.

2. **Payment Processing Fees:**

<b><u>Type of Sale</u></b>	<b><u>Percentage Rate</u></b>
Ticketmaster distribution channels	2.35% of Face Value of Tickets plus any fees added to the Face Value
City Sales using TM Charge	2.35% of all transactions processed

Any percentage rates set forth above are subject to automatic increase due to increases in the interbank rates imposed on Ticketmaster.

**EXHIBIT B**

**HARDWARE**

<u>Quantity</u>	<u>Description</u>
35	Ticket scanners
33	Full PCs with software
28	Credit card swipers
34	Ticket printers

## EXHIBIT C

### **TM+ (TICKET RESALE)**

1. **Activation of TM+**. Ticketmaster shall activate TM+ for all Attractions in accordance with the terms set forth in this Exhibit below.

2. **TM+ Sales Transaction Terms**.

(a) For any primary market Ticket inventory sold through TM+, Ticketmaster shall assess the fees and settle the proceeds of such sales with City in accordance with the terms and conditions for such transactions set forth in this Agreement.

(b) 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 and settle the proceeds of such sales with the applicable Ticket reseller in accordance with Ticketmaster's published policies.

3. **TM+ Revenue Share**. City shall be entitled to receive from Ticketmaster a percentage of the Net Resale Revenue collected (and not refunded or subject to Chargeback) by Ticketmaster on account of secondary market Ticket sales through TM+ (the "TM+ Revenue Share") as follows:

(a) For any Attraction which is not promoted solely by City (e.g., an Attraction promoted or co-promoted by a third party at the Facility), ten percent (10%) of such Net Resale Revenue; and

(b) For any Attraction which is promoted solely by City, fifty percent (50%) of such Net Resale Revenue; provided, City shall not distribute or pay any portion of such TM+ Revenue Share to the applicable artist(s) or act(s) performing at such Attraction.

4. **Net Resale Revenue Definition and Calculation**. The term "Net Resale Revenue" means 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 Payment Processing Fees and Chargebacks), (iii) any applicable Attraction Taxes, and (iv) the actual out-of-pocket customer acquisition costs for TM+ (e.g., costs to unaffiliated third parties on search engine marketing (SEM) or commissions to third-party affiliates of Ticketmaster linking consumers to TM+) that are incurred by Ticketmaster for any Attraction.

5. **TM+ Revenue Share Settlements**. The TM+ Revenue Share will be paid to City on a quarterly basis for all such sales occurring in any calendar quarter, on or before the thirtieth (30<sup>th</sup>) day of the month following each calendar quarter. In the event any Attraction for which Ticketmaster has made any TM+ Revenue Share payment to City becomes a Cancelled Attraction, City 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 shall be accompanied by a report of the applicable transactions during such settlement period.

## **EXHIBIT D**

### **TM1 Engagement TERMS AND CONDITIONS**

- 1. Activation of TM1 Engagement.** Ticketmaster shall make TM1 Engagement available for City's use in exchange for the fees set forth in Schedule 1. The parties acknowledge that City is selecting the Base annual plan. During the Term, City shall have the opportunity to upgrade City's current plan to a higher one, or downgrade to any lower plan, upon written notice to Ticketmaster and payment of the new annual fee; provided, such new plan shall not take effect until the beginning of the next Contract Year. For avoidance of doubt, any unsent emails comprising the annual sent messages threshold and any unused Ticketmaster professional services hours for City's plan during each Contract Year shall expire at the conclusion of each such Contract Year, and no TM1 Engagement credit of any kind shall be provided to in connection with such unsent emails and/or unused hours.
- 2. Payment Terms.** Notwithstanding anything to the contrary set forth in the attached Schedule 1, Ticketmaster agrees to waive the Base plan annual fee; provided, the number of Ticketmaster professional service hours included for no charge shall be zero (0) hours. In the event City exceeds the email threshold for City's current plan in any Contract Year, or in the event City elects to upgrade City's current plan to a higher one, City will be invoiced for the incremental amount of the annual fee applicable to such higher volume of emails sent.
- 3. Elective Services and Fees.** In the event City elects to purchase additional user licenses and/or additional Ticketmaster professional services hours, in each case, for any given Contract Year to supplement the number of user licenses and professional services hours included in City's plan for such Contract Year as set forth in Schedule 1, Ticketmaster shall invoice City for the additional fees applicable in connection therewith at the time of such election. In the event City elects to activate Ticketmaster's Premium Automation Package in accordance with the terms set forth in Schedule 1, Ticketmaster shall invoice City for the additional annual fee applicable in connection therewith at the time of such election and at the beginning of each Contract Year thereafter, it being understood that any activation of Ticketmaster's Premium Automation Package shall be for the remaining Term (and not just for the remainder of the then-current Contract Year). In the event City fails to pay any TM1 Engagement related invoice in full within thirty (30) days of issuance, Ticketmaster may deduct the unpaid amount of such invoice from the settlements otherwise due and owing to City under this Agreement, or Ticketmaster may elect to terminate the provision of TM1 Engagement services.
- 4. Maintenance and Support.** Ticketmaster shall provide all necessary maintenance and service support with respect to the use of TM1 Engagement, as described in the attached Schedule 2. Ticketmaster agrees to absorb all fees and other amounts due to any third party in connection with the use of TM1 Engagement, and related support costs.
- 5. Use of TM1 Engagement.** City agrees to use TM1 Engagement only in compliance with all applicable laws and administrative rulings and in accordance with Ticketmaster's posted privacy policies. City shall also include in any email communications that City may send using TM1



Engagement a mechanism to provide the recipient with the right to “opt-out” from receiving further email communications from City and City shall honor such opt-out preferences. Ticketmaster shall have no liability for any email communications conducted by City.

**Schedule 1**

<b>Plan</b>	<b>Annual Sent Messages</b>			<b>Annual Fee*</b>	<b>Number of City User Licenses Included**</b>	<b>Number of Ticketmaster Professional Services Hours Included***</b>	<b>Ticketmaster's Premium Automation Package****</b>
Base	0	to	1,000,000	\$3,500	2	1 hour (Q&A call)	NOT INCLUDED
Plan 1	1,000,001	to	2,000,000	\$5,000	2	5 hours/ year	
Plan 2	2,000,001	to	4,000,000	\$10,500	3	10 hours/year	
Plan 3	4,000,001	to	6,000,000	\$14,000	3	15 hours/year	
Plan 4	6,000,001	to	12,000,000	\$21,000	3	20 hours/year	
Plan 5	12,000,001	to	18,000,000	\$28,000	3	25 hours/year	
Plan 6	18,000,001	to	30,000,000	\$35,000	4	30 hours/year	
Plan 7	30,000,001	to	48,000,000	\$42,000	4	35 hours/year	
Plan 8	48,000,001	or	More	Custom Pricing	Custom	Custom	

\*The annual fees for each plan set forth above shall be subject to automatic increase on the first day of each successive Contract Year in the amount of 5% of the previous Contract Year's annual fees.

\*\*Additional user licenses may be purchased by City for \$600 per additional user license / per Contract Year, and such fee shall not be pro-rated for any partial Contract Year except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. City shall notify Ticketmaster of its election to purchase additional user licenses during each Contract Year for which City intends to use such additional user licenses, and City's election to purchase additional user licenses during any Contract Year shall not carry forward into the continued use of such additional user licenses during any subsequent Contract Year.

\*\*\*Notwithstanding the chart above, the number of Ticketmaster professional service hours included in any annual plan for which Ticketmaster has waived or has otherwise provided a credit or discount towards City's annual fee shall be zero (0) hours except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. The amount of any unused Ticketmaster professional service hours included in any annual plan shall not be available for use in any subsequent Contract Year but shall expire at the conclusion of the Contract Year to which they apply, or upon the termination or expiration of this Agreement, whichever is earlier. Additional Ticketmaster professional service hours may be purchased by City at the rate of \$250 per additional hour, or at the bulk discount rate of \$225 per additional hour where City purchases fifty (50) or

more hours in a single transaction, it being understood any such hours (including any of those purchased in bulk), consistent with the terms set forth above, shall expire at the conclusion of the Contract Year for which they were purchased, or upon the termination or expiration of this Agreement, whichever is earlier.

\*\*\*\*City may elect to activate Ticketmaster's Premium Automation Package as an optional add-on for \$1,200 per Contract Year, and such fee shall not be pro-rated for any partial Contract Year except to the extent expressly provided otherwise in the Exhibit to which this Schedule is attached. For clarity, standard two-touch welcome automations are included with each annual plan and do not require activation of Ticketmaster's Premium Automation Package. Any activation of Ticketmaster's Premium Automation Package shall be for the remainder of the Term (and not solely for the remainder of the then-current Contract Year).

**Schedule 2**

<b>Plan</b>	<b>Annual Sent Messages</b>			<b>TM1 Engagement Support</b>
Base	0	to	1,000,000	<ul style="list-style-type: none"> <li>• Unlimited issue resolution technical support via Ticketmaster product support</li> <li>• Implementation services</li> <li>• Industry-specific web-based training</li> <li>• Industry-specific user guides</li> <li>• Industry-specific best practices documentation and webinars</li> <li>• Deliverability support</li> </ul>
Plan 1	1,000,001	to	2,000,000	
Plan 2	2,000,001	to	4,000,000	
Plan 3	4,000,001	to	6,000,000	
Plan 4	6,000,001	to	12,000,000	
Plan 5	12,000,001	to	18,000,000	
Plan 6	18,000,001	to	30,000,000	
Plan 7	30,000,001	to	48,000,000	
Plan 8	48,000,001	or	More	

## EXHIBIT E

### PLATINUM TICKETS AND VIP PACKAGES

#### 1. Definitions.

“Platinum Tickets” means any market- and/or demand-priced Tickets for a select category of seats at an Attraction (e.g., resulting from proximity to the stage or other superior amenities) as mutually determined by City and Ticketmaster.

“Platinum Ticket Fee” means a fee assessed by Ticketmaster against each Platinum Ticket purchaser in an amount equal to eighteen percent (18%) of the Platinum Ticket Price (inclusive of Payment Processing Fees in the same percentage amount set forth in this Agreement with respect to standard Ticket sales) for each Platinum Ticket sold by Ticketmaster. Additionally, Ticketmaster shall charge City a “Platinum Platform Fee” in an amount equal to five percent (5%) of the Platinum Ticket Price, which shall be deducted from the Platinum Proceeds as an Inside Charge prior to settlement. The Platinum Ticket Fee and the Platinum Platform Fee payable to Ticketmaster in connection with each sale of a Platinum Ticket shall be in lieu of any per Ticket fee 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 Attraction Taxes, but exclusive of the Platinum Ticket Fee and any applicable per order delivery and Processing Fees. The Platinum Ticket Price shall initially be established by City in consultation with Ticketmaster, and any subsequent adjustments to the Platinum Ticket Price shall be administered in accordance with parameters accepted by City in advance.

“Platinum Proceeds” means the Platinum Ticket Price collected by Ticketmaster, exclusive of the Platinum Platform Fee.

“VIP Package” means any Ticket package which entitles the purchaser of the Ticket to additional benefits to be fulfilled by City and/or the third party presenting the applicable Attraction (e.g., the promoter, artist and/or performing act) (any such third party, an “Attraction Presenter”), including access to unique experiences surrounding the Attraction and/or merchandise.

“VIP Package Fee” means a fee assessed by Ticketmaster in an amount equal to eighteen percent (18%) of the VIP Package Price (inclusive of Payment Processing Fees in the same percentage amount set forth in this Agreement with respect to standard Ticket sales), which amount shall be charged to the VIP Package purchaser in addition to the VIP Package Price. Additionally, where City or the applicable Attraction Presenter utilizes the marketing and fulfillment services of Ticketmaster’s artist services division in connection with the applicable VIP Package offer, Ticketmaster shall charge City a “VIP Platform Fee” in an amount equal to ten percent (10%) of the VIP Package Lift, which shall be deducted from the VIP Package Proceeds as an Inside Charge prior to settlement. The VIP Package Fee and the VIP Platform Fee (if applicable) payable to Ticketmaster in connection with each sale of a VIP Package shall be in lieu of any per Ticket fee otherwise due Ticketmaster under this Agreement in respect of standard Ticket sales.

“VIP Package Lift” means, as to each VIP Package, the VIP Package Price less the Face Value of the applicable Ticket included in such VIP Package.

“VIP Package Price” means the total price of the VIP Package paid by the purchaser as established by City, inclusive of the Face Value of the Ticket and applicable Attraction Taxes,

but exclusive of the VIP Package Fee and any applicable per order delivery and Processing Fees.

“VIP Package Proceeds” means the VIP Package Price collected by Ticketmaster, exclusive of the VIP Platform Fee (if applicable).

## **2. Platinum Tickets.**

(a) Platinum Ticket Set-Up Information. City will provide Ticketmaster with notice of its intent 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.

(b) Platinum Ticket Settlement. Ticketmaster shall pay City the Platinum Proceeds for each Platinum Ticket sold by Ticketmaster during a calendar week along with settlement of Ticket Receipts for the applicable week. City shall be responsible for remitting Attraction Taxes applicable to the Platinum Ticket Price (inclusive of the Platinum Platform Fee) and Ticketmaster shall be responsible for remitting Attraction Taxes applicable to the Platinum Ticket Fee. Notwithstanding the foregoing, in the event Ticketmaster is required by applicable law to remit Attraction Taxes applicable to the Platinum Ticket Price directly to the applicable taxing authority on behalf of City, the Platinum Proceeds payable to City shall be reduced by such Attraction Taxes remitted by Ticketmaster. Except as otherwise provided above, settlements of Platinum Ticket sales shall be made in accordance with and subject to the accounting, Attraction Taxes and refund procedures for standard Ticket sales set forth in this Agreement.

(c) Platinum Ticket Fee Royalty. City shall be entitled to receive from Ticketmaster a royalty in the amount of ten percent (10%) of each Platinum Ticket Fee received (and not refunded or subject to Chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees and Attraction Taxes related to any Platinum Ticket Fee shall be deducted from the Platinum Ticket Fees before the Platinum Ticket Fee royalties are calculated. Platinum Ticket Fee royalties shall be paid to City during a calendar week along with the settlement of Ticket Receipts for the applicable week.

## **3. VIP Packages.**

(a) VIP Package Offer Information. City will provide Ticketmaster with reasonable advance written notice of its intention 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 Ticketmaster distribution channels. Ticketmaster and City will work together to develop appropriate messaging to inform all purchasers of VIP Package elements and benefits. Ticketmaster shall have final control over any messaging on Ticketmaster distribution channels and reserves the right to reject any messaging proposed by City for any reason, including size constraints. Notwithstanding the foregoing, Ticketmaster shall have no responsibility or liability in the event information (including Offer Information) provided to Ticketmaster by City relating to the VIP Package is incorrect or incomplete, and City shall defend, indemnify and hold Ticketmaster’s Indemnitees harmless against any Claims occurring as a result of or in connection with the Offer Information.

(b) VIP Package Fulfillment.

(i) Ticketmaster Responsibilities. Ticketmaster will control access to the VIP Package by distributing to each applicable purchaser a unique barcode, digital token or other evidence of purchase which will allow the purchaser to redeem the VIP Package elements from City at the Attraction. Ticketmaster shall be responsible solely for enabling such evidence of purchase for each purchaser to use, for customer service inquiries relating to such evidence of purchase, and for providing instructions for redemption (e.g., the time frames during which redeeming purchasers may redeem the VIP Package elements, the relevant customer service contact information for purposes of handling customer support issues relating to such redemption, etc.).

(ii) City Responsibilities. If applicable, City shall allow purchasers to redeem the VIP Package elements at the Attraction. City shall (A) perform, or shall cause the applicable Attraction Presenter to perform, all fulfillment, redemption and delivery obligations, and customer service related to the fulfillment and delivery of VIP Package elements, and all costs associated therewith, and (B) defend, indemnify and hold Ticketmaster's Indemnitees harmless against any Claims occurring as a result of or in connection with the fulfillment, redemption and delivery of the VIP Package elements.

(c) VIP Package Settlement.

(i) Ticketmaster shall pay City 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 in this Agreement, (x) City shall not receive such 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, and (y) where Ticketmaster has entered into an agreement directly with the Attraction Presenter (a "Presenter VIP Agreement") pursuant to which the Attraction Presenter utilizes the marketing and fulfillment services of Ticketmaster's artist services division in connection with the applicable VIP Package offer on a tour-wide basis for events that are on the same tour as the applicable Attraction held at the Facility, such VIP Packages sold in connection with the Attraction at the Facility shall be governed by the terms of the Presenter VIP Agreement, and the VIP Package Proceeds for such offers will be settled with the Attraction Presenter (exclusive of the Ticket Face Value, which will be settled with City pursuant to the terms of this Agreement); provided, City shall be entitled to the VIP Package Fee royalties described in subsection (d) below with respect to such offers.

(ii) City 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 the customer service contact information provided by City to Ticketmaster for such customer service issues. In no event shall Ticketmaster be liable for a refund of the VIP Package elements. In addition, City 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 City. In the event such VIP Package Proceeds are inadequate to cover actual Chargebacks, City shall be responsible for, and shall refund to Ticketmaster within ten (10) days of Ticketmaster's written notice all amounts related to such Chargebacks.

(iii) City shall be responsible for remitting Attraction Taxes applicable to the VIP Package Price (inclusive of the VIP Platform Fee) and Ticketmaster shall be responsible for remitting Attraction Taxes applicable to the VIP Package Fee. Notwithstanding the foregoing, in the event Ticketmaster is required by applicable law to remit Attraction Taxes applicable to the VIP Package Price directly to the applicable taxing authority on behalf of City, the VIP Package Proceeds payable to City shall be reduced by such Attraction Taxes remitted by Ticketmaster.

Except as otherwise provided above, settlements of VIP Package sales shall be made in accordance with and subject to the accounting, Attraction Taxes and refund procedures for standard Ticket sales set forth in this Agreement.

(d) VIP Package Fee Royalty. City shall be entitled to receive from Ticketmaster a royalty in the amount of ten percent (10%) of each VIP Package Fee received (and not refunded or subject to Chargeback) by Ticketmaster. Notwithstanding the above, Payment Processing Fees and Attraction Taxes related to any VIP Package Fee shall be deducted from the VIP Package Fees before the VIP Package Fee royalties are calculated. VIP Package Fee royalties shall be paid to City 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: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (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 3. 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 3.

Social security number
OR
Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**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 cross 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.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**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.

**Definition 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 businesses. 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,