

# EVENT TICKETING SERVICES AGREEMENT

## Home Team Marketing LLC & Denton Independent School District

This Ticketing Services Agreement (this “Agreement”) is entered into this \_\_\_\_ day of May \_\_\_\_\_, 2019 (“Effective Date”) by and between Denton Independent School District (“Denton ISD”) and Home Team Marketing LLC (“HTM”). The parties hereby agree as follows:

- Services and Responsibilities; Exclusivity.** HTM will provide the following services to Denton ISD pursuant to the terms of this Agreement: (a) display and list Denton ISD’s Events, as defined below, on the portal accessible on an HTM designated site(s) (such portal, which may utilize third party software and ticketing services, the “Ticket Roar System”); (b) accept and process online orders for tickets to Events and process all credit card payments to said Events on Denton ISD’s behalf; (c) support links from other websites that link to HTM owned, operated or managed websites in support of Denton ISD’s Events; and (d) provide an accounting to Denton ISD of the fees and charges for each ticket processed through HTM and/or the Ticket Roar System. Denton ISD agrees to: (a) provide HTM with all necessary information for applicable events; and (b) market the availability of on-line ticket sales to all potential ticket purchasers in accordance with guidance provided by HTM. For purposes of this Agreement, “Events” means: any and all sporting events, festivals, concerts, parties, races, conferences and other events of any kind promoted, produced, sponsored or hosted by Denton ISD for which Denton ISD notifies HTM of such event as provided herein. Denton ISD agrees not to sell tickets through any other third party or ticketing software without HTM’s prior written consent.
- Term.** The initial term of this Agreement shall be for one year commencing on the Effective Date and shall be automatically renewed for successive one year terms, unless either party notifies the other party of termination in writing, not more than ninety (90) days and not less than thirty (30) days prior to the end of the initial or any renewal Term (such period, the “Term”). After the termination date, this Agreement shall remain in effect with respect to Events that were released for sale by Denton ISD through HTM prior to the termination date until settlement for such Events (as described in Section 3 below) has occurred. Notwithstanding the forgoing, in the event that the initial Term is set to expire during Denton ISD’s school year then the initial Term shall automatically be extended so that the final day of such initial Term shall be June 30<sup>th</sup> of such year.
- Events.** Denton ISD shall contact HTM and provide to HTM information about Events which Denton ISD intends to have HTM market ticket sales. Denton ISD shall contact and provide such information to HTM no later than the forty-fifth (45<sup>th</sup>) day prior to the scheduled occurrence of the first use of any particular venue site, and no later than the thirtieth (30<sup>th</sup>) day of the scheduled occurrence of any subsequent use of such venue. HTM shall be entitled to such information as is necessary for HTM or its agents to enter into the Ticket Roar System in order to provide the Services including, without limitation, all necessary information with respect to the proposed arrangement of the Venue for each Event, including seating layout, number of VIP tickets needed and

seating location, ticket prices and structure, permissible discounts, ticket header information, color logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as HTM or its agents may reasonably request or that may be necessary for the proper sale of tickets through the Ticket Roar System (collectively, "Event Data"). Included in such information will be Denton ISD's prepared disclaimer respecting refunds, and such other relevant information as HTM or its agents deem appropriate. Denton ISD hereby grants HTM and HTM's designated agents the right to access and use the Venues as may be necessary to perform the services.

At the request of HTM, Denton ISD shall provide HTM in electronic form, such documents, text, photographs, trade names, trademarks, advertising or other property of Denton ISD for the purpose of performing the Services and for any sales, marketing or advertising programs. The HTM Content shall remain the property of Denton ISD and HTM shall have the non-exclusive license to use such as necessary for marketing Client's events during the term of this Agreement. Upon termination of this Agreement all of Client's documents, text, photographs, trade names, trademarks, advertising or other property provided by Client to HTM shall be returned to Client, and HTM's license shall cease.

4. **Fees - Settlement.** Denton ISD hereby agrees to utilize the Ticket Roar System for the collection of all Event related fees. Denton ISD understands that payment processing is handled through third party vendors managed and/or coordinated by HTM, and that the following types of fees (such fees, the "HTM Fees") will be assessed by HTM in connection with ticket sales: (a) all online tickets will include a convenience fee plus a credit card processing fee, and (b) all credit card transactions processed at the gate for any Event will be assessed a processing fee. The HTM Fees will be charged at HTM's standard rates set forth on the HTM Rate Card contained in the HTM Standard Terms (the "HTM Rate Card"). The HTM Rate Card shall be subject to change from time to time by HTM, subject to the Denton ISD being given no less than thirty (30) days prior notice. A copy of the HTM Rate Card in effect as of the Effective Date is attached hereto as Exhibit A. In addition, Denton ISD will pay HTM an annual fee of \$0.00 with the first fee due on the Effective Date and annually thereafter. HTM will collect all proceeds from online ticket sales, deposit them into an account maintained by HTM, and remit the portion of such proceeds due to Denton ISD less the HTM Fees (such amount payable to Denton ISD, the "Settlement Payment"). Payment on ticket sales for all Events active in the Ticket Roar System will be sent by HTM to Denton ISD as follows: for events which occur from the first (1<sup>st</sup>) day of a month through and including the fifteenth (15<sup>th</sup>) day of a month HTM ticket proceeds will be provided no later than the thirtieth (30<sup>th</sup>) day of the same month; for events which occur from the sixteenth (16<sup>th</sup>) through and including the thirtieth (30<sup>th</sup>) day of a month, HTM ticket proceeds will be provided no later than the fifteenth (15<sup>th</sup>) day of the following month following the occurrence of the Event. HTM will send the proceeds Denton ISD Department of Administrative Services Assistant Superintendent, Debbie Monschke, or directly to the bank account designated by the Denton ISD Department of Administrative Services. HTM will also provide to the Denton ISD Department of Administrative Services, the principal of the school which

sponsored the event, or the Denton ISD Athletic Director with an itemization of the number of tickets sold, VIP tickets issued, charges for online sales and Event venue site sales, cash tickets sales, HTM fees, and net revenue provided to Denton ISD. HTM will also copy Denton ISD's Department of Finance (address provided below in item 7) with such itemized report. All sales, fees, charges, and funds are payable in U.S. Dollars. In no event will payments to Denton ISD with respect to any Event be made prior to the date that such Event is completed.

5. **Taxes; Withholding.** Denton ISD agrees that it is solely responsible for (and will indemnify and hold harmless HTM against) all taxes or other governmental charges associated with Denton ISD's Events and Denton ISD's sale of tickets through the Ticket Roar System (excepting taxes based on HTM's net income). HTM acknowledges that Denton ISD is a state governmental entity and is not subject to state sales tax.
6. **Ownership and Use of Documents.** All documents and materials particular to the Work prepared by Denton ISD and provided to HTM or HTM's subcontractors and subcontractors ("Work Materials") shall remain the property of the Denton ISD and HTM shall have such documents for its exclusive use and re-use in accordance with and during the Term of this Agreement. HTM shall treat such Work Material as Denton ISD's confidential information and shall not disclose any Work Material to any party outside the District's without express written approval.
7. **Notices.** Notices. All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to District:                      Richard Valenta  
    Deputy Superintendent  
    Denton Independent School District

Address:                              1307 North Locust Street  
    Denton, Texas 76201

Email Address: [Rvalenta@DentonISD.org](mailto:Rvalenta@DentonISD.org)

With Copies To:                      Name: Debbie Monschke  
    Assistant Superintendent of Administrative Services  
    Denton Independent School District

Address: 1307 North Locust Street  
    Denton, Texas 76201

Email Address: [DMonschke@DentonISD.org](mailto:DMonschke@DentonISD.org)

Revenue Itemization To: Name: Debbie Monschke  
Department of Administrative Services  
Denton Independent School District

Address: 1307 North Locust Street  
Denton, Texas 76201

Email Address: [DMonschke@DentonISD.org](mailto:DMonschke@DentonISD.org)

If to Vendor: Name: Bob Brickley \_\_\_\_\_  
Ticket Roar

Address: \_5 International Drive, Suite 120  
City: \_Rye Brook \_\_\_\_\_  
State: \_NY \_\_\_\_\_  
Zip Code: \_10573 \_\_\_\_\_

Email Address": [bbrickley@ticketroar.com](mailto:bbrickley@ticketroar.com)

With Copies To: Name: \_\_Nathacha Slaughter  
Address: \_\_5 International Drive, Suite 120  
City: \_Rye Brook \_\_\_\_\_  
State: \_NY \_\_\_\_\_  
Zip Code: \_\_10573 \_\_\_\_\_

Email Address:  
[nslaughter@hometeammarketing.com](mailto:nslaughter@hometeammarketing.com)

or to such other person or address as may be given in writing by either party to the other in accordance with this Agreement.

8. **Further Assurances.** Denton ISD, at any time during the Term, at the request of HTM or HTM's authorized agents shall execute, acknowledge and deliver any further assignments, amendments, conveyances and other assurances, documents and instruments of transfer, and will take any other action consistent with the terms of this Agreement, that may reasonably be necessary for the purpose of either (a) assigning, granting and confirming to HTM any of the rights to be conveyed under this Agreement, or (b) allowing HTM to comply with any agreement it may have with any third party including, without limitation, Eventbrite.
9. **Representations and Warranties.** Denton ISD hereby represents, warrants and covenants as follows: (i) Denton ISD has the authority and right to offer, sell, and honor the tickets to the Events sold through the Ticket Roar System; (ii) neither the Events nor any material or content provided by Denton ISD to HTM for use on the Ticket Roar System contain, promote, or link to material or content that is pornographic, defamatory,

grossly offensive, harassing, malicious, illegal, or otherwise objectionable; (iii) Denton ISD covenants that it will not provide HTM with any materials that will infringe upon or violate (or contain, promote or link to material or content that infringes or violates) the rights of any person or entity, including, but not limited to, copyright, trademark, trade secret, proprietary, intellectual property, and rights of privacy and/or publicity, whether by statute or common law; and (iv) the Events and the sale of tickets to the Events do not constitute a violation of any federal, state, and/or local law.

**10. Counterparts.** This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures provided by facsimile transmission or in Adobe Portable Document Format (.PDF) sent by electronic mail shall be deemed to be original signatures.

**11. Definitions.**

“VIP Tickets” means any and all tickets requested by the event holder to be used for the attendance of administrative personnel, school Trustees, and special guests. Such tickets shall be provided by HTM, with no charge or fees to Denton ISD, solely to the principal of the school holding the event or to the Superintendent of the Denton ISD.

“Denton ISD Property” means all rights owned or otherwise held by Denton ISD relating to Client’s trademark and trademark applications, whether domestic or foreign, and all divisions, continuations and continuations-in-part of any trademark applications, and all trademarks which may issue from any trademark applications, and all reissues, reexaminations and extensions of trademarks, all trade names, registrations of trade names, labels or other trade rights, trade secrets, copyrights, copyright registrations, brand names, labels, logos, slogans, promotional material and other trade rights, whether or not registered, technology, software and proprietary and other technical information including all contracts, agreements, know how, manuals, current and future white papers, all regulatory and governmental filings, documentation and licenses relating thereto and any other intellectual property owned by Client.

“Venue” means any and all of Denton ISD’s venues which are used by Denton ISD for events for which Denton ISD engages the services of HTM as provided herein.

**12. Miscellaneous.**

Modification. No modification of the Agreement shall be valid unless in writing signed by Client and HTM.

Conflicts in Terms. To the extent that there is a conflict between these Standard Terms and the terms set forth in the TSA the terms of the TSA shall govern. These Standard Terms will remain in full force and effect as long as you are a user of the Site or the Services and in the event of termination of any membership, service or feature, you will

still be bound by your obligations under these Terms of Use, including any indemnification obligations, warranties, and limitations of liability.

Choice of Law; Forum Selection. The Agreement shall be deemed to have been made and shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to its conflict of laws provisions.

Independent Contractor. HTM will perform its duties hereunder as an independent contractor and not as an employee of Client. Neither HTM nor any agent or employee of HTM will be or will be deemed to be an agent or employee of Client. HTM will pay when due all required employment taxes and income tax withholding, including all federal and state income tax and any monies paid pursuant to the Agreement. HTM and its employees are not entitled to tax withholding, worker's compensation, unemployment compensation, or any employee benefits, statutory or otherwise from Client. HTM will be solely responsible for the acts of HTM, its employees and agents. HTM shall provide worker's compensation for all its employees and indemnify and hold Client harmless therefrom.

Non-Waiver. No waiver by any Party of any default or nonperformance will be deemed a waiver of subsequent default or nonperformance.

Audit and Retention of Books and Records. HTM and Client will each have the right upon not less than ten (10) business days prior notice to the other party, (not more than twice per year, and once during the year following the termination of the Agreement) to inspect and copy at the requesting party's cost and expense such books, records, and documents (in whatever medium they exist) related solely to the calculation of revenues generated by Client with respect to matters covered under the Agreement. Each party will make such items available for inspection during normal business hours at the party's principal place of business. All such items will be retained by the requesting party during the Term and for a period of three (3) years after the end of the Term

Headings. The headings of the sections of the Agreement are used for convenience only and do not form a substantive part of the Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

**HOME TEAM MARKETING LLC**

**DENTON INDEPENDENT SCHOOL DISTRICT**

Nathacha Slaughter  
Printed Name: Nathacha Slaughter  
Title: CFO  
Date: 07 / 25 / 2019

\_\_\_\_\_  
Barbara Burns, President,  
Denton I.S.D. Board of Trustees  
Date: \_\_\_\_ / \_\_\_\_ / 2019

**Exhibit A**  
**HTM RATE CARD**

- A. For free events, there is no charge to the Denton ISD or the purchaser
- B. For paid events, all online purchases will incur the following fees (passed on to the purchaser or absorbed by the Denton ISD, at the Denton ISD's option)
  - a. Service Fee of 14%, subject to a minimum fee of \$0.80 and a maximum fee of \$7.00, plus
  - b. Payment Processing Fee between 2.00% and 2.80%, depending on ticket price
- C. For cash purchases, there is no charge to the Denton ISD or the purchaser