

VILLAGE OF HOFFMAN ESTATES

Memo

TO: Bev Romanoff, Village Clerk
FROM: Mark Koplin, Assistant Village Manager-Development Services
RE: **TICKETING SERVICES AGREEMENT WITH NEW ERA
TICKETS FOR SEARS CENTRE ARENA**
DATE: February 15, 2010

A signed original Ticketing Services Agreement for the Sears Centre Arena with New Era Tickets is attached for your files.

Please see me if you have any questions.



Mark Koplin
Assistant Village Manager
Department of Development Services

Attachment

MAK/kr

Page 1 Organization Name:	The Village of Hoffman Estates	(hereinafter referred to as "Customer")
Mailing Address:	1900 Hassell Road Hoffman Estates IL 60169	
Installation Address:	Sears Centre Arena 5333 Prairie Stone Parkway Hoffman Estates, IL 60192	

hereby contracts for, and agrees to accept, and Patron Solutions, L.P., d/b/a New Era Tickets, a Pennsylvania limited partnership, (hereinafter referred to as "NE") by its acceptance, as evidenced by its execution of this Service and Usage Agreement (the "Agreement"), agrees to provide, subject to the attached terms and conditions, the Hardware, Software, and services listed below, at the below listed fees. The attached Addenda are an integral part of this Agreement and this Agreement shall be of no force or effect unless the Agreement and each Addendum are signed by the parties hereto.

Hardware, Software and/or supplies provided by NE (A):

Qty.	Description	Qty.	Description
As Needed	Ticket Stock	1-2	Box Office Scanner(s)
10	PC Workstation(s)	1	Report Printer(s)
10	Credit Card Swipe(s)	1	Access Control Server(s)
10-12	Ticket Printer(s)	30	Access Control Reader(s)
1	Concurrent Report Writer Users	10-15	Concurrent Box Office Users

(A) – The parties will agree to these quantities, which will be supplied at no expense to Customer

Schedule of fees payable to NE by Customer:

General Services

Event setup (Per Event):	No Charge
Processing fee for all sales paid via credit card:	2.7%
Optional Consumer Survey Fee (per Event):	n/a

e.Venue Services

Print-at-home and/or Electronic Ticket delivery:	\$1.00 per order.
On-Line Combo sales and renewals:	The greater of 50% of the fees established by Customer for On-Line Combo sales and renewals or \$5.00 per order.
Primary Auction:	Standard fee for Tickets sold via the Internet, as outlined herein, plus 10% of the gross amount over the established Ticket price and any Convenience Fees built into the starting bid price.
Secondary Auction or Ticket Marketplace:	The greater of 10% of the gross amount over the starting bid value or \$5.00 per order.
Ticket Forwarding:	The greater of 50% of the fees established by Customer for Ticket forwarding or \$1.50 per order.
On-line check payment:	\$6.00 per transaction.

Primary Ticket Sales

Method of Sale	Year 1 (0-110,000 tickets)	Year 1 (110,001+ tickets)	Year 2 (0-110,000 tickets)	Year 2 (110,001+ tickets)	Year 3 (0-110,000 tickets)	Year 3 (110,001+ tickets)	Year 4 (0-110,000 tickets)	Year 4 (110,001+ tickets)	Year 5 (0-110,000 tickets)	Year 5 (110,001+ tickets)
Sold at Box Office (per Ticket):	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Sold as Combos (per Ticket at the Box Office):	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Sold or issued at Customer established Outlets (per Ticket):	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Complimentary Tickets issued at the Box Office (per Ticket):	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge	No Charge
Tickets sold or issued via the Internet (per Ticket):	\$3.25	\$2.75	\$3.25	\$2.75	\$3.25	\$2.75	\$3.25	\$2.75	\$3.25	\$2.75
Tickets sold or issued at NE Call Center (per Ticket):	\$3.25	\$2.75	\$3.25	\$2.75	\$3.25	\$2.75	\$3.25	\$2.75	\$3.25	\$2.75
Telephone and/or Internet Fulfillment fee (per Ticket):	\$0.80	\$0.80	\$0.80	\$0.80	\$0.90	\$0.90	\$0.90	\$0.90	\$1.00	\$1.00
Two (2) day express shipping (per order): (The express shipping fee is subject to automatic increases due to increases in the fuel surcharge rates imposed on NE by the delivery services that NE utilizes.)	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00

***Please note the above Tiered pricing is as follows: Ticket Fees for Tier One (0-110,000 Tickets) applies to Tickets sold via the Phone/Internet. Once any combination of Phone and/or Internet Sales reaches the 110,000 sold mark during any given contract year, then Tier Two Pricing begins immediately. Tier Two pricing is not retroactive.*

Miscellaneous Item Sales

Method of Sale	Year 1	Year 2	Year 3	Year 4	Year 5
Sold at Box Office (per Miscellaneous Item):	No Charge	No Charge	No Charge	No Charge	No Charge
Sold via the Internet (per Miscellaneous Item):	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Sold at NE Call Center (per Miscellaneous Item):	\$1.50	\$1.50	\$1.50	\$1.50	\$1.50
Note -- Fulfillment and express shipping fees quoted separately.					



Refunded Credit Card Sales: Processing fees for refunded credit card sales are \$0.75 per order plus the fees outlined above.

Remote Sale Prohibitions: Pursuant to Section II, NE is prohibited from conducting the following types of Remote sales: N/A.

Term: Pursuant to Section III, the Initial Term (as defined herein) of the Agreement will commence on January __, 2010 (the "Effective Date") and continue for Three (3) years through January __, 2013.

Settlement: Pursuant to Section IV (e), Settlement shall occur Friday of each week for all sales that occurred the Monday through Sunday of the preceding week.

Annual Ticket Sales Minimums: Pursuant to Section V (b), Customer agrees to sell a minimum of 50,000 Remote Tickets (the "Minimum Amount") per year through the System. In the event that Customer uses commercially reasonable efforts but fails to sell the Minimum Amount, NE may terminate the Agreement on sixty (60) days written notice. This termination right shall be NE's sole remedy in the event that Customer uses commercially reasonable efforts but fails to sell the Minimum Amount.

For purposes of clarification, Customer will only owe the Break-up Fee (as defined in Section III) in the event that Customer fails to renew the Agreement for the First Renewal Term. Customer will not owe the Break-up Fee if NE terminates the Agreement after the first or second year of the Initial Term or after the first year of the First Renewal Term for Customer's failure to sell the Minimum Amount.

Marketing Database: Pursuant to Addendum B, Section VIII, Customer agrees the Marketing Database shall not exceed 225,000 contacts, however if during the term of this Agreement, Customer requires additional capacity, such capacity will be provided at a mutually determined cost.

THIS AGREEMENT is made on the date of the last signature set forth on the last page of this Agreement.

IN CONSIDERATION of the mutual covenants contained herein being kept, paid and performed, the parties hereto agree as follows:

I. **DEFINITIONS.** As used throughout this Agreement:

- (a) **ACCESS CONTROL** shall mean the ability to monitor attendance and validate Tickets in order to control admission to a Facility by reading bar coded Tickets with electronic scanners.
- (b) **ATTRACTION** shall mean a theatrical production, leisure or educational activity, concert, motion picture, sporting event, permanent or temporary exhibit or any other activity for which Tickets are sold, and as to which Customer or Client has the right to sell such Tickets. An Attraction may only be one Event, if only one Event is presented, or may encompass a series of Events. An Attraction does not include a consumer show or exhibition so long as no other computerized ticketing company or system is used.
- (c) **BOX OFFICE** shall mean a physical location where Ticket sales are conducted using Customer or Client staff.
- (d) **CLIENT** shall mean an organization that presents an Event at a Customer managed or owned Facility and/or contracts with Customer for Ticket sales.
- (e) **COMBO** shall mean a collection of Tickets for multiple Events or a series of Events (for example, Season Tickets) that are packaged together and sold as a single item. For settlement purposes, sales of Combos are coded as "C" in the System.
- (f) **COMPLIMENTARY TICKETS** shall mean Tickets processed and printed at the Box Office by Customer or Client which are accounted for in the Settlement at no dollar value.
- (g) **CONVENIENCE FEES** shall mean additional money charged by Customer or Client to Ticket Buyers in excess of the established Ticket price. The Convenience Fees shall be set by Customer in its sole discretion. Except as otherwise expressly set forth herein, Customer shall be entitled to retain 100% of the Convenience Fees. Notwithstanding anything contained herein to the contrary, Customer shall pay to NE any and all fees due to NE hereunder regardless of the Convenience Fees charged by Customer.
- (h) **EVENT** shall mean an individual presentation of an Attraction.
- (i) **E.VENUE** shall mean the Software programs provided by NE which enable Customer to sell and support the sale and/or resale of Tickets, Miscellaneous Items, and/or Combos, print Tickets from home and send communications via the Internet.
- (j) **FACILITY** shall mean the theater, arena, stadium, concert hall or other premises where an Event is to be performed.
- (k) **FULFILLMENT** shall mean the printing and delivery of Tickets, via US mail, to Ticket Buyers.
- (l) **GROUP SALES** shall mean the sale of Tickets to fifteen (15) or more individuals who intend to attend the Attraction as a group, not individually.
- (m) **GROUP TICKET WINDOW** shall mean the online group ticket manager that enables Customer and/or Clients to conduct Group Sales.
- (n) **HARDWARE** shall mean the equipment provided to Customer by NE as set forth on the front of this Agreement.
- (o) **MISCELLANEOUS ITEM** shall mean any unit of merchandise, added worth, product, property, parking pass, or other service sold by or on behalf of Customer or Client through the System. For settlement purposes, sales of Miscellaneous Items are coded as "M" in the system.
- (p) **OPEN SEATS** shall mean seats for an Event which are available for sale on the System.
- (q) **PRIMARY AUCTION** shall mean any bidding process for Tickets and/or Miscellaneous Items conducted by Customer or any Client in which Tickets are offered for sale for the first time (as opposed to being resold via a Secondary Auction or Ticket Marketplace).
- (r) **REMOTE** shall mean any method of Ticket sale where the sale originates anywhere other than in person at the Box Office and Tickets are authorized for sale for Events. A Remote can include a computer terminal location away from the Box Office (i.e., an Outlet), a telephone call center ("Call Center"), an Internet web site, an interactive television channel, a self-service kiosk, a personal digital assistant, a cell phone or any other means or methods, whether now existing or hereinafter developed, to transact Ticket sales or distribute Tickets from anywhere other than in person at the Box Office.
- (s) **SECONDARY AUCTION and/or TICKET MARKETPLACE** shall mean a secondary market service, established either by Customer or Client, where a Ticket Buyer can re-sell Tickets and/or Miscellaneous Items to another individual.
- (t) **SOFTWARE** shall mean those computer programs provided by NE to Customer or Client used to conduct Ticket sales.
- (u) **SYSTEM** shall mean the Hardware, Software, personnel and procedures established and maintained by NE for the purpose of selling, auditing and maintaining control of Tickets for Events.
- (v) **TICKET** shall mean any form of evidence of the right to occupy space, or obtain entry to an Event, that has been issued and accounted for by the System and/or authorized as valid by the System. For settlement purposes, sales of Tickets are coded as "S" in the System.
- (w) **TICKET BUYER** shall mean those persons that buy Tickets for Events by means of the System.

- (x) TICKET FORWARDING shall mean the ability to enable one individual to transfer Ticket(s) to another individual by means of the System.
- (y) VALUE PACKAGE shall mean a combination of a Ticket and/or a Combo plus a Miscellaneous Item, all of which are packaged together and sold as a single unit. For each Value Package sold, Customer shall pay NE a fee equal to the sum of the individual fees of each of the items comprising the Value Package.

II. **AUTHORIZATION.** NE hereby grants to Customer a non-exclusive, non-transferable, revocable right and license to use the System for all Events, and Customer hereby agrees to use the System for all Events as set forth herein. Customer hereby grants to NE the exclusive authority to sell, on behalf of Customer, Tickets through the System, for all Events for any Attraction produced or presented in whole or in part by Customer, and/or held at a Customer managed or owned Facility and made generally available to the public, and/or for which Customer has the authority to sell Tickets. Furthermore, except for those Remotes noted on the front of this Agreement after the heading "Remote Sales Prohibition," Customer agrees that it will not use any other method of sale or any secondary market service during the Term (as defined below) of this Agreement and that, consistent with the foregoing, Tickets sold at the Box Office will be sold using the System exclusively. Customer further agrees that the exclusive rights granted to NE hereunder extend to both Primary Auctions and Secondary Auctions of any Tickets and/or the sale of any Miscellaneous Items and shall include any and all future technologies, means and/or methods developed for Ticket sales or distribution. Customer also acknowledges that the authorization outlined in this Section II extends to all Clients of Customer and that all Tickets sold for an Event, regardless of how sold (including Client Ticket sales and Combos), will be considered processed by the System and subject to the fees contained herein. The parties acknowledge that NE does not guarantee that any minimum or fixed number of Tickets will be sold through the System for any Event.

Notwithstanding the foregoing, the parties acknowledge that Tickets for Event(s) may go on sale after the Effective Date of the Agreement but before the System is operating at the necessary capacity. The parties further acknowledge that, to the extent that Tickets to any Event (including the sale of season tickets and individual game tickets to the "Slaughter" football) have gone on sale prior to the System operating at the necessary capacity, Customer's current ticketing company (Ticketmaster) has, and will continue to have, the exclusive right to sell Tickets to said Events. The parties acknowledge that Customer's use of the Ticketmaster ticketing system to sell Tickets for such Events shall not constitute a breach of this Agreement. At its option, Customer has the sole right to request that NE accommodate the transfer of the ticketing of any such Event(s) from Ticketmaster to NE. If Customer makes such election, the parties agree to work together in good faith to facilitate the transfer of the ticketing for any such Event(s) to the System.

III. **TERM.** This Agreement shall commence, and will continue in full force and effect, for the term set forth as outlined on the front of this Agreement (the "Initial Term"). This Agreement may be renewed by Customer for an additional two (2) year period (the "First Renewal Term") upon sixty (60) days written notice to NE prior to the expiration of the Initial Term. If Customer fails to renew the Agreement for the First Renewal Term, Customer shall pay NE, either as liquidated damages or as an agreed-to contract break-up fee (and not as a penalty) within thirty (30) days after the effective date of termination of the Agreement, an amount equal to fifty cents (\$.50) for each Ticket sold via the internet or by telephone (the "Break-up Fee").

Prior to the expiration of the First Renewal Term, the parties may mutually agree to renew the Agreement for an additional three (3) year term (or other mutually agreed upon period of time) (the "Second Renewal Term"). If the parties do not mutually agree to renew the Agreement for the Second Renewal Term, it will expire at the end of the First Renewal Term. The Initial Term and the First and Second Renewal Terms, if any, shall be collectively referred to as the "Term." All Attractions that go on sale during the Term of this Agreement will be governed by this Agreement.

IV. **SERVICES PROVIDED BY NE.** The responsibilities of NE shall be limited strictly to maintaining and operating the System, and providing the following services:

- (a) Providing the means for total Event setup for Customer Attractions in accordance with Customer's reasonable needs and System capabilities not requiring Software programming changes. Before Tickets to an Attraction are sold through the System, Customer must approve the Event setup, Ticket pricing and Convenience Fees for such Attractions. In the event standard Ticket stock is provided by NE, Customer retains the right to approve (such approval not to be unreasonably withheld) any advertising on the back of Tickets for Tickets sold at the Box Office, Call Center and by Internet (but not at any NE Remote). NE shall have no liability to Customer on account of any advertising or other content on the back of Tickets, whether sold at the Box Office, a Call Center or by Internet or any NE Remote.
- (b) Selling Tickets for an Attraction upon instructions from Customer at the fees payable to NE as outlined on the front of this Agreement.
- (c) Providing access to Event and operator reports based upon System transactions and access to sales distribution reports if, and as reasonably, requested by Customer.
- (d) At its discretion, promoting and advertising Customer's use of the System. Customer shall procure for the benefit of NE all consents and approvals which are necessary to permit NE to use any name, logo or other mark associated with or otherwise referring to Customer, Client or the Facility.
- (e) Collecting all money received from sales managed by NE for Customer and holding all monies, including applicable taxes, less amounts due NE, in trust for the benefit of Customer and, where applicable, Event promoters and Clients. NE will make such funds available to Customer by ACH Transfer, less any amounts due

NE by Customer according to the schedule stated on the front of this Agreement or as otherwise reserved as provided in Section VI (the "Settlement"). Each dispersal of funds to Customers shall be accompanied by a System report. System reports will form the basis for determining the gross receipts and deductions for Customer sales and shall be conclusive as to all amounts contained therein. At all times during the Term of this Agreement and for one (1) year thereafter, but no more than once per year, Customer shall have the right, at its own expense and on reasonable prior notice, to audit sales managed by NE for Customer. NE agrees to obtain a bond in the amount of \$500,000.00 (Five Hundred Thousand Dollars and No Cents) for the benefit of Customer (in a form acceptable to Customer and provide proof thereof to Customer) as security for those proceeds from Ticket sales held by NE for the benefit of Customer hereunder and due and owing by reason of the Agreement and to maintain such bond for the Initial Term and any Renewal Terms of this Agreement.

- (f) Providing to Customer the Hardware as listed on the front of this Agreement. Such Hardware shall remain the exclusive property of NE, and Customer shall have no right therein. Customer shall not remove or otherwise alter any label affixed to the Hardware which states that the Hardware is owned by NE. NE shall place the Hardware in the location(s) reasonably requested by Customer and Customer hereby agrees that it will not remove the Hardware from such location(s) without reasonable prior notice to NE. The maintenance and upkeep of the Hardware will be the responsibility of NE except to the extent that such maintenance is necessitated by the negligent acts or omission of Customer (in which case, Customer shall be responsible for the repairs). Customer authorizes NE to file such financing statements pertaining to the Hardware, with or without Customer signature, as NE determines necessary to indicate NE's continuing ownership therein. In the event Customer fails to pay any sum hereunder when due, then, subject to the notice and cure provisions of Section VIII, NE may, in addition to all other rights and remedies to which NE is entitled at law or in equity, at the option of NE: (i) cease delivery or any other service until paid in full, and/or (ii) enter upon Customer premises, with prior written notice, and take possession of and remove the Hardware. At the end of this Agreement, and provided all terms and conditions of this Agreement have been met, including but not limited to attainment of required minimum sales as set forth on the front of this Agreement, title to the Hardware shall be immediately conveyed to Customer for One Dollar (\$1.00), free of all claims or liens.
- (g) Operating the System in accordance with NE's normal business hours as outlined in Addendum A.
- (h) If authorized by Customer to conduct telephone sales on its behalf, establishing a staff and maintaining, at its expense, a Call Center on behalf of Customer with respect to Attractions and, in that regard, receiving telephone calls for Ticket and Miscellaneous Item sales. Such Call Center will be adequately staffed to perform ongoing licensed user assistance with respect to Ticket and Miscellaneous Item sales during NE's normal business hours.
- (i) Maintaining, at its sole expense, a central computer facility at such location or locations as NE deems necessary for the operation of the System. The central computer facility will be in operation during NE normal business hours and will be adequately staffed to perform all ongoing licensed user assistance, maintenance and repair services required to be performed by NE under this Agreement.
- (j) Providing Customer with the ability to process payment for all sales with Visa, MasterCard, Discover, and American Express credit cards. Processing fees charged to Customer by NE are set forth on the front of this Agreement and are subject to increase due to increases imposed on NE by its merchant bank upon NE providing written documentation evidencing same to Customer. Customer also agrees to pay all credit card fees relative to the purchase price of such sales, any additional Convenience Fees that Customer may add to the sale, taxes or any other charges added to the price, and all fees imposed by the merchant bank or any credit card network or association for refunds that Customer may make or authorize NE to make. Customer is responsible for all costs or expenses related to fraudulent credit card use, charge-backs or disputes, and any other fees associated therewith (individually and collectively "Charge-Backs"). NE will make every reasonable effort to document the Charge-Backs with its merchant bank and to rectify the Charge-Backs with purchasers. Any unresolved Charge-Backs will be documented to Customer and deducted at Settlement.
- (k) Training a sufficient number of Customer employees who shall be responsible for the initial staffing of the Box Office and for the operation of the System. NE agrees to provide additional training to other employees of Customer to the extent such training is necessary as a consequence of changes in, or a modification of, the System, or NE's method of operation. To the extent of any change in personnel by Customer in connection with Box Office staff or staff at another location designated by Customer, requiring additional training beyond that initially contemplated hereunder, Customer agrees to absorb all of the expenses thereof.
- (l) Creating and maintaining a Customer-branded Internet site hosted by NE at a URL to be designated by NE (the "Site"). The Site will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets, Miscellaneous Items, payments, subscription orders and other items of value directly from the Site using e.Venue. NE will take the commercially reasonable steps to ensure that the Site is secure, functional, and continually available to Customer and the public (subject to network interruptions and reasonable downtime for maintenance, upgrades and repairs). As part of a private label offering for Customer employing the System, NE shall, at its sole cost and expense, among other matters to be undertaken, brand the graphical user interface to the Site with Customer's logo and trademarks and service marks, so that the Site and any other products or services visible to Customer's patrons shall have the "look and feel" of Customer. NE may subcontract any portion of the Site contemplated herein, provided that NE shall be responsible for the conduct and performance of each subcontractor as if NE had performed all of the subcontracted services.

V. **OBLIGATIONS OF CUSTOMER.** The responsibilities of Customer shall be as follows:

- (a) Paying NE all compensation and fees as outlined on the front of this Agreement, without deduction or set-off of any kind or nature. NE's compensation and fees will be invoiced to Customer or withheld from Settlement. NE's compensation and fees are due and payable for all sales processed or considered processed through the System, including Combo and Ticket sales for cancelled Events.
- (b) Selling the minimum number of Remote Tickets as set forth on the front of this Agreement.
- (c) Assuming responsibility for the input and accuracy of all data necessary for Event setup.
- (d) Using the System exclusively to issue Tickets, and honoring or causing to be honored all Tickets properly issued for all Events.
- (e) Allowing the sale of all Open Seats for each Event at all Remotes unless otherwise noted on the front of this Agreement. The availability and selection of seats shall be the same for all Remotes engaged in Ticket transactions for each Event.
- (f) In all advertising or other promotional material which it creates, causes to be produced, controls or recommends, promoting the fact that Tickets are available via the Call Center and the Internet and including and featuring the Call Center telephone number and Internet URL where consumers can purchase Tickets.
- (g) Paying any and all amusement, sales, admission, or other taxes based on this Agreement on all sales. Customer is not responsible for any taxes based on the net income of NE.
- (h) Unless otherwise noted in this Agreement, paying for the costs of all supplies which it uses for the operation of the System, including printer paper, toner, and ribbons.
- (i) At Customer's expense, (i) preparing the site, and all Customer managed Outlet locations, if any, so all facilities including, without limitation, space, electrical power, air conditioning, cabling, and telephone circuits are in accordance with installation specifications provided by NE; (ii) installing all cabling for Access Control; and (iii) expanding the Customer-owned PC network and/or telephone system as may be required by NE. Furthermore, Customer is responsible for the installation and monthly costs of all communication line connections between Facility(ies), Customer managed Outlets and the NE computer center.
- (j) Informing NE of all major on-sale dates and/or advertising campaigns.
- (k) Paying a reasonable fee to NE to procure services, equipment, and supplies needed to meet Customer requests for System changes. NE shall obtain the approval of Customer before incurring any fee. Customer understands that System changes may require services, supplies, or equipment of third parties, and they may not be readily available to NE; however, NE will use commercially reasonable efforts to obtain such services, supplies, or equipment upon request of Customer.
- (l) Staffing a Box Office at its Facility(ies), or other location(s) that it designates for the sale of Tickets and Miscellaneous Items, with either its employees or the employees of a Client, which employees shall be responsible for the proper operation of (including the sale of Tickets and Miscellaneous Items through) the System.
- (m) At its own expense, providing and maintaining at all times during the term hereof insurance or a program of self-insurance in an amount equal to the replacement cost of the Hardware as determined by NE and documented to the Customer by NE to protect NE against the loss or damage of the Hardware located at the Customer Facility(ies) as a result of fire, vandalism, malicious mischief, theft or any other cause. Should the Customer become unable to provide or maintain the required insurance coverage or a program of self-insurance the Customer shall promptly notify NE in writing prior to the expiration of any such coverage or a cessation of such self-insurance program and, thereafter, NE shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge the Customer the costs of such insurance coverage.

Customer hereby acknowledges that its rights to the System are as a licensee, and that no rights in the System, including, but not limited to the Software, shall vest in Customer, other than the Hardware to the extent conveyed upon termination at the end of the Term in accordance with Section IV(f). The license granted herein shall automatically terminate upon notice from NE to Customer upon any default by Customer hereunder, subject to the notice and cure provisions of Section VIII.

VI. CANCELLED EVENTS.

- (a) Customer acknowledges and agrees that in the case of any cancellation of an Event for which NE processes payment via credit card, NE is obligated to make refunds to those Ticket Buyers that paid for Tickets via credit card, within two (2) business days of the time of Customer's announcement of the cancellation of the Event. Customer authorizes NE to refund the Customer established Ticket price and Convenience Fee(s) and shall (i) promptly and effectively advertise to the general public its policy and procedures on refunds to Ticket holders and, (ii) within two (2) business days of Customer's announcement of the cancelled Event, provide NE with sufficient funds, based on the System reports, to make such refunds, provided that NE may withhold funds from the sale of Tickets to other Customer Events to the extent of any deficiency in funds to make refunds. Any failure by Customer to timely remit the required funds as requested by NE shall entitle NE to terminate this Agreement in addition to any other right to which NE may then be entitled. Notwithstanding the cancellation of any Event, NE shall be entitled to all fees as stated on the front of this Agreement with respect to the sale of Tickets to the cancelled Event, in addition to all credit card fees.
- (b) As a condition to any termination of this Agreement by Customer, whether upon expiration of the Term or otherwise, Customer shall be required to remit to NE funds equal to the Ticket price and Convenience Fees for all Tickets sold via credit card for Events of Customer scheduled to occur after the date of termination (each a "Post Termination Event"), which NE shall deposit in an interest bearing segregated account and from which NE shall be entitled to pay refunds on account of any Post Termination Event which is cancelled. Upon the occurrence of any Post Termination Event, NE shall remit to Customer, within two (2) business days from the date of such Post Termination Event, an amount equal to the Ticket Price and Convenience Fees sold via credit card for such Post Termination Event held in the NE segregated account, together with interest earned thereon, less any amounts due NE from Customer.

VII. PREMATURE TERMINATION BY EITHER PARTY. Either party hereto may terminate this Agreement in the event that the other party (i) fails to timely account for and make payment of all amounts hereunder when due, and such failure is not cured within fifteen (15) days after written notice thereof is sent to the other party, or (ii) fails to perform any other obligations required of it hereunder, and such failure is not cured within thirty (30) days after written notice thereof is sent to the other party. Such termination shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. In addition, this Agreement shall automatically terminate in the event that either party liquidates, whether voluntarily or involuntarily, suffers the appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency, or relief from the claims of creditors. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.

VIII. CONFIDENTIALITY. Each party will preserve as confidential the proprietary information of the other party, including business practices, products, technology (including, without limitation, any information, design specifications programs and any other supporting or related materials or information whatsoever relating to the System, the Hardware and the Software), customer lists, know-how, and any other information that is treated as confidential and is of value to the other party; provided, however, that the foregoing shall not apply to any information which becomes a matter of general knowledge within the public domain or if the recipient of such information is obligated to disclose the same by reason of any court order, Illinois attorney general public access determination, or requests pursuant to the Illinois Freedom of Information Act. Customer retains the exclusive rights to all Ticket Buyer information with respect to those persons who purchase Tickets for Customer Events, including name, mailing address, email address, and telephone number.

IX. LIMITATION OF LIABILITY. NE will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages or liabilities arising out of NE's performance under this Agreement except to the extent that it has been finally and judicially determined. Operation of the System and the use of the Hardware and any other products and services identified in this Agreement are the sole responsibility of Customer. NE's obligations and liability under this Agreement extend solely to Customer. NE's liability hereunder for damages, regardless of the form or nature of the action, shall not exceed the fees and other charges paid to NE by Customer under this Agreement. NEITHER NE NOR ANY MANUFACTURER OR SOFTWARE PROVIDER FOR THIS SYSTEM SHALL IN ANY EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOST INCOME, LOST REVENUE, OR LOST PROFIT, WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THAT THIS AGREEMENT WAS ENTERED INTO AND WHETHER OR NOT SUCH DAMAGES ARISE OUT OF BREACH OF WARRANTY, A BREACH OF THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. FURTHERMORE, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PURPOSE OR OTHER WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING. Provided however that this provision SHALL NOT: (1) limit NE's liability for direct damages to Customer for breach of this Agreement [which, notwithstanding the foregoing, shall in no event exceed the total fees and other charges paid to NE by Customer under this Agreement]; and (2) limit NE's obligation (or Customer's right to enforce such obligation) to remit Ticket proceeds to Customer as required herein.

- X. **FORCE MAJEURE.** In the event that a party is prevented or delayed in the performance of any of its obligations under this Agreement (not including any payment obligation hereunder) due to circumstances beyond its control, including but not limited to strikes, lockouts, or other differences with workers or unions, lightning, weather, fire, flood, acts of God, hostilities, civil commotion, nuclear incidents, government acts, orders or regulations, failure of technical facilities or other reason of a like or similar nature, then performance hereunder by the affected party shall be excused for the period of delay.
- XI. **COMPLIANCE WITH LAW; GOVERNING LAW.** The parties hereto (i) are duly organized and in good standing under the laws of the State indicated as its State of organization, (ii) have the power to enter into and perform the duties outlined in this Agreement, and (iii) shall each comply with all laws and regulations respectively applicable to each party in connection with the operations contemplated hereunder. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, notwithstanding conflict of laws provisions to the contrary. NE agrees and submits to the exclusive jurisdiction of the state and federal courts sitting in Cook County, Illinois, agrees that venue would be proper in such jurisdiction and waives any objection that such court would be an improper or inconvenient forum for the resolution of any such dispute.
- XII. **RELATIONSHIP.** This is not an agreement of lease, partnership, or employment of NE or any of NE's employees by Customer. NE shall not order any merchandise or equipment, incur any indebtedness, enter into any undertaking, or make any commitment in the name of Customer, except as required to advertise, publicize, sell, or do all things pursuant or incidental to the purposes and intents of this Agreement.
- XIII. **NOTICE.** All notices, approvals or requests in connection with this Agreement shall be in writing and deemed given when deposited in the United States mail, certified, return receipt requested, or on the next business day if sent by a nationally recognized overnight courier. Notices shall be sent to the parties at their respective addresses set forth in this Agreement. Either party may change the address to which notices are to be sent by notice to the other party.
- XIV. **ASSIGNMENT.** Neither this Agreement nor any proceeds of the sale of Tickets and/or Miscellaneous Items may be assigned by either party without prior written consent of the other, except to a successor (by merger, purchase of assets or stock, consolidation, etc.) to all or substantially all of the assets of the assignor. To the extent that an assignment is so permitted, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. Any other assignment, or purported assignment, of this Agreement or the proceeds of Ticket and/or Miscellaneous Item sales shall be null and void.
- XV. **SEVERABILITY PROVISIONS.** In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof; and this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein.
- XVI. **AMENDMENT.** This Agreement contains all the terms agreed to between the parties. No statements or representations not included herein shall be binding upon the parties, and modifications or amendments of any of the terms hereof shall not be valid or binding unless made in writing and signed by NE and Customer.
- XVII. **ANTI-DISCRIMINATION.** In performing under this Agreement, neither party will discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, age, handicap or national origin or otherwise commit an unfair employment practice. Each party will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate (each of which shall be deemed an original).

AGREED TO: The Village of Hoffman Estates		ACCEPTED BY: PATRON SOLUTIONS, L.P.	
Authorized Signature <i>William D. McLeod</i>	Date 1-26-10	Authorized Signature <i>Fred Maglione</i>	Date 2/8/10
Typed or Printed Name William D. McLeod		Typed or Printed Name Fred Maglione	
Title Village President		Title President and CEO	

ACCEPTANCE OF THIS AGREEMENT IS CONTINGENT UPON ACCEPTANCE BY PATRON SOLUTIONS, L.P.

Should you have any questions concerning this Agreement, please contact:
 Patron Solutions, L.P. · 930 East Lincoln Highway · 2nd Floor · Exton, PA 19341 · Telephone: 484-875-7300 Fax: 484-875-7358

ADDENDUM A

The following additional terms and conditions are hereby incorporated into the Agreement between Patron Solutions, L.P. and Customer to which this Addendum A is attached:

New Era Tickets Hours of Operation

		Weekdays	Saturday	Sunday	Holidays
A	Administrative Office	9 am – 5 pm EST	Closed	Closed	Closed (See note for holiday schedule**)
B	Client Support	9 am – 11 pm EST	9 am – 5 pm EST	Closed	Closed (See note for holiday schedule**)
C	Technical Support (Emergency)	All event days/nights	All event days/night	All event days/nights	All event days/nights
D	Phone Reservation Center	8:00 AM – 9:00PM	8:00 AM – 9:00PM	8:00 AM – 9:00PM	Closed (See note for holiday schedule**)
E	Internet Ticket Sales	24/7	24/7	24/7	24/7
F	Access to the System	24/7	24/7	24/7	24/7

A	Administrative Office available for sales, marketing, operations and accounting inquiries
B	Client Support includes non-emergency advice, maintenance and other technical inquiries
C	Technical support includes emergency only advice on days and nights of Events (up to 1 hour after the Event starts). Non-emergency inquiries subject to additional fees.
F	Access to the System (for Ticket sales and report generation) subject to occasional downtime, due to maintenance and network interruptions. To the extent possible, routine maintenance and System upgrades are scheduled during low-peak periods to minimize Customer interruption.
**	Holidays Schedule: New Year's Eve, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve and Christmas Day.

Hours are subject to change upon reasonable notice.

AGREED TO:	ACCEPTED BY:
The Village of Hoffman Estates	PATRON SOLUTIONS, L.P.
Authorized Signature	Authorized Signature
<i>William D. McLeod</i>	<i>Fred Maglione</i>
Date	Date
<i>1-26-10</i>	<i>2/8/10</i>
Typed or Printed Name	Typed or Printed Name
William D. McLeod	Fred Maglione
Title	Title
Village President	President and CEO

ADDENDUM B

DATABASE MARKETING SOFTWARE AND SERVICES -TERMS AND CONDITIONS

I. DEFINITIONS. As used throughout this Addendum B:

CONTACT DATA shall mean all personally identifiable information uploaded into the Marketing Database.

MARKETING DATABASE shall mean the storage of Ticket Buyer Data and Contact Data in the Platform Application.

PLATFORM APPLICATION shall mean the online application provided to Customer by NE at <http://now.eloqua.com>.

TICKET BUYER DATA shall mean any personally identifiable information about the Ticket Buyer that is stored in the Software.

TICKETING FEED shall mean the automatic transfer of Ticket Buyer Data from the Software to the Marketing Database.

II. DATABASE SOFTWARE. NE shall provide Customer with one Marketing Database and access to the Platform Application that is solely dedicated and used by Customer.

(a) Functionality includes: (i) internet-based, database marketing solution that allows Customer to send targeted, personalized email promotional messages to fans, patrons, and visitors; (ii) dynamic registration interface which includes landing pages with customizable text and graphics and registration page with customizable newsletter signup, topics, and demographical questions; (iii) outbound email transmission to targeted segments of the Marketing Database; (iv) automated, multi-touch email campaigns; (v) deduplication of email addresses; (vi) activity-based email customization; and (vii) website integration, statistics and analysis.

(b) Ticket Buyer Data will be automatically fed into the Platform Application, via the Ticketing Feed, on a nightly basis.

III. DATA. Customer retains all right, title and interest in and to its Ticket Buyer Data and Contact Data. NE shall not access a Customer's account, including Ticket Buyer Data and Contact Data, except to respond to service or technical problems, or at the Customer's request.

IV. SUPPORT and APPLICATION SETUP.

(a) NE supports Customer in their use of the Platform Application Monday through Friday, 8:00AM to 6:00PM Eastern Standard Time.

(b) NE will set up Customer's Platform Application to include the following: (i) Two (2) email templates; (ii) Five (5) user logins; (iii) Files provided to NE with Contact Data will be uploaded to the Marketing Database, including opt outs from previous email marketing system, cyber club/VIP club sign up lists, enter to win lists, etc.; (iv) Logos for confirmation pages loaded into Platform Application; (v) Headers and Footers for emails.

(c) NE will provide Customer with two (2) custom templates.

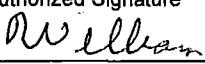
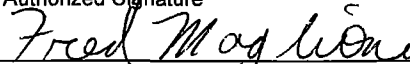
(d) NE will re-create and integrate all existing forms on Customer's website.

V. TRAINING. NE will train up to five (5) users on the Platform Application using a series of online web based training classes (WBT). NE will train Customer on how to create and deploy email campaigns. NE will provide additional WBT as needed or requested by Customer. If Customer wishes to have advanced training on site Customer will be billed one hundred fifty dollars (\$150.00) per hour for travel and training time plus NE travel, meal, and lodging expenses.

VI. PROGRAM AUTOMATION. Part of the Platform Application is a robust engine that automates communications. NE will work with Customer and create one (1) program which will include working with Customer to create the program flow, logic, and emails to be inserted into the program. NE will create reports to measure the success of the program.

VII. EMAIL TESTING. NE will provide one (1) email testing review. Customer will pick one email that they wish to improve, such as an e-newsletter, and NE will conduct a thorough analysis, to include testing frequency of email sends, layout of email, placement of links, list segmentation, and overall message content.

VIII. MARKETING DATABASE LIMITS. Marketing Database size can not exceed the number of contacts as set forth on the front of this Agreement. If Marketing Database exceeds the limit as set forth on the front of this Agreement, Customer will be charged a mutually agreed upon incremental monthly fee.

AGREED TO: The Village of Hoffman Estates		ACCEPTED BY: PATRON SOLUTIONS, L.P.	
Authorized Signature 	Date 1-25-10	Authorized Signature 	Date 2/8/10
Typed or Printed Name William D. McLeod		Typed or Printed Name Fred Maglione	
Title Village President		Title President and CEO	



ADDENDUM C

The following additional terms and conditions are hereby incorporated into the Agreement between Patron Solutions, L.P. and Customer to which this Addendum C is attached:

1. NE and Customer acknowledge that Customer has the right to sell the naming rights for the System and the advertising space on the Tickets (collectively, the "Advertising Rights") and the right to collect the proceeds from the sale therefrom.
2. NE shall pay the Customer twenty thousand dollars (\$20,000) in year one and five thousand dollars (\$5,000) in each subsequent year of the Agreement for print, radio, television, or other mutually agreed upon advertising medium in vehicles of the Customer's choosing ("Advertising Allowance"). NE shall pay the Advertising Allowance within sixty (60) days of the beginning of the applicable Agreement year. NE requires that such advertising incorporate the telephone number and URL where Tickets can be purchased. At the end of each Agreement year, the Customer will provide NE a detailed listing of placements and costs, along with accompanying back-up documentation as requested by NE.