

## **Terms & Conditions for Live Nation Seat Purchases**

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The following are the terms and conditions ("Terms") that govern your purchase of tickets where this appears, and are incorporated into and made part of your foregoing Agreement to purchase seat tickets. Any other policies, rules or guidelines that may be applicable to particular offers or features presented by Live Nation Worldwide, Inc. ("LN") are also incorporated into these Terms. By completing your purchase of seat tickets, you expressly agree to these Terms, as updated from time to time.

We may make changes to these Terms at any time. Any changes we make will be effective immediately when we post a revised version of these Terms on AccountManager at which time you will be prompted to accept at the time of your next login. The "Last Updated" date above will tell you when these Terms were last revised. By continuing to use tickets after that date, you agree to the changes.

### **I. Terms Applicable to Full Season Packages:**

**A. Agreement, Term.** The foregoing Agreement ("Agreement") is made by and between you ("Purchaser") and Live Nation Worldwide, Inc. ("LN"), and is effective from the mutual execution hereof until the end of the 2017 concert season (the "Term"). For the purposes of this Agreement, "Concert Season" means the calendar year of this Agreement.

**1. Grant of Rights.** The rights associated with each Facility vary depending on the pricing scheme applicable to the Facility. The specific rights associated with each pricing scheme are described below:

#### ***a. Rights applicable to Facilities using the "Flat Rate" pricing scheme:***

Throughout the Term, Purchaser shall have the exclusive right to use the Seats and applicable VIP Amenities at all Concerts. "Concerts" shall be defined as live entertainment events at the Facility occurring during the Term, promoted and produced by LN, and do not include (i) those events which are free of charge to the general public; (ii) private events; (iii) events which have as their major focus activities and entertaining outside of the Facility's reserved and lawn seating areas, such as fairs, folk festivals and cook-offs (other than contemporary music festivals); (iv) the Warped Tour; and (v) four wall rentals. For purposes of this Agreement, each day of a multi-day contemporary music festival shall be considered a separate Concert. LN reserves the right to relocate the Seats due to artist or production requirements. Cancellation of a Concert or postponement of a Concert outside of the Term in no way relieves Purchaser of its obligation to make full payment as herein stated, nor shall Purchaser receive a refund or discount of the total fee stated below, unless such cancellations are caused by the occurrences in **Change of Status, Control or Purpose of Facility** section.

#### ***b. Rights applicable to Facilities using the "Opt-In" pricing scheme:***

Throughout the Term, Purchaser shall have the exclusive right to use the Seats and applicable correlating VIP Amenities at all Concerts. "Concerts" shall be defined as live entertainment events at the Facility occurring during the Term, promoted and produced by LN, and do not include (i) those events which are free of charge to the general public; (ii) private events; (iii) events which have as their major focus activities and entertaining outside of the Facility's reserved and lawn seating areas, such as fairs, folk festivals and cook-offs (other than contemporary music festivals); (iv) the Warped Tour; and (v) four wall rentals. For purposes of this Agreement, each day of a multi-day contemporary music festival shall be

considered a separate Concert. LN reserves the right to relocate Purchaser's Seats due to artist or production requirements.

If less than the defined number of Concerts (the "Concert Threshold") occur during the Concert Season, Purchaser will receive a Threshold Credit towards the purchase of a Premium Seat Sales ("PSS") product for the following Concert Season. In the alternative, Purchaser may request in writing that the Threshold Credit be paid by check (if the original payment method was cash or check) or refunded to the credit or debit card originally used following conclusion of the Concert Season. The "Threshold Credit" shall mean an amount equal to (i) the difference between the number of Concerts that occurred during the Concert Season and the Concert Threshold, *multiplied by* (ii) the Opt-In Per Show Price per Concert (the "Opt-In Per Show Price").

Purchaser agrees to pay to LN the Opt-In Per Show Price for each Concert in excess of the Concert Threshold (the "Over Threshold Concerts"). Purchaser authorizes LN to charge the credit card on file for this Agreement for the Opt-In Per Show Price without further notice to Purchaser. If a valid credit card is not on file, Purchaser agrees to pay the Opt-In Per Show Price by the deadline established by LN, such deadline to be no less than seven (7) days after tickets are placed on sale to the general public. This right is not valid if Purchaser is in breach of this Agreement. LN shall refund Purchaser the Opt-In Per Show Price if the Over Threshold Concert is canceled and not rescheduled during the Term (e.g. tour re-routing, force majeure events, artist illness, etc.) or postponed for a date outside of the Term.

***c. Rights applicable to Facilities using the "Opt-Out" pricing scheme:***

Throughout the Term, Purchaser shall have the exclusive right to use the Seats stated above and the applicable VIP Amenities at the defined number of Concerts (the "Concert Threshold") publicly announced by Live Nation. "Concerts" shall be defined as live entertainment events at the Facility occurring during the Term, promoted and produced by LN, and do not include (i) those events which are free of charge to the general public; (ii) private events; (iii) events which have as their major focus activities and entertaining outside of the Facility's reserved and lawn seating areas, such as fairs, folk festivals and cook-offs (other than contemporary music festivals); (iv) the Warped Tour; and (v) four wall rentals. For purposes of this Agreement, each day of a multi-day contemporary music festival shall be considered a separate Concert. LN reserves the right to relocate Purchaser's Seats due to artist or production requirements.

If less than the Concert Threshold occurs during the Concert Season, Purchaser will receive a Threshold Credit towards the purchase of a Premium Seat Sales ("PSS") product for the following Concert Season. In the alternative, Purchaser may request in writing that the Threshold Credit be paid by check (if the original payment method was cash or check) or refunded to the credit or debit card originally used following conclusion of the Concert Season. The "Threshold Credit" shall mean an amount equal to (i) the difference between the number of Concerts that occurred during the Concert Season and the Concert Threshold, *multiplied by* (ii) the Opt-Out Per Show Price per Concert.

Purchaser has the right to purchase to each Concert in excess of the Concert Threshold a number of tickets equal to the number of Seats purchased at the Facility (the "Opt-Out Concert Tickets"). LN will use commercially reasonable efforts to cause the Opt-Out Concert Tickets to be located in the Seats, subject to availability and artist approval. However, LN cannot guarantee that the Seats will be available. Purchaser shall have the right to purchase the Opt-Out Concert Tickets at the then current pricing, as described in a notice to be sent to Purchaser. The Opt-Out Concert Tickets must be purchased by the deadline established by LN, typically no later than seven (7) days after tickets are placed on sale to the general public. This right is not valid if Purchaser is in breach of this Agreement.

**B. Terms applicable to all Full Season Packages:**

- 1. Resale.** When available, Purchaser may resell tickets acquired pursuant to this Agreement on TM+ and any other resale marketplace, provided that:
- (a) Subject to subsection 1b, and when available, box and non-box seat tickets must be posted on TM+. Purchaser may have any purchase of those tickets fulfilled by electronic delivery, if applicable, to the buyer of such tickets with reissued, unique barcodes.
  - (b) Nothing in this Agreement restricts Purchaser's ability to post tickets acquired pursuant to this Agreement on other resale marketplaces.
  - (c) There will be a five dollar (\$5.00) per ticket fee for all tickets printed and mailed out by Live Nation.
  - (d) If Purchaser is found to be in non-compliance with the above, your ticket privileges or subscription may be revoked and/or terminated.

- 2. Additional Tickets.** If applicable to purchase, and subject to availability and artist approval, Purchaser may have the right to purchase **up to** the Additional Ticket Allocation to (i) each Concert at Facilities with a "Flat Rate" or "Opt-In" pricing scheme, (ii) each Concert in the Concert Threshold at Facilities with a "Opt-Out" pricing scheme (collectively, the "Additional Concert Tickets"). The Additional Concert Tickets are separate from and do not refer to the Over Threshold Concert Tickets or the Opt-Out Concert Tickets as described in Section IA1c. The Additional Concert Tickets may be purchased at the published price plus the applicable service and handling charges. The Additional Concert Tickets must be purchased no later than seven (7) days after tickets are placed on sale to the general public or by the deadline established by LN.

- 3. Renewal.** If, in LN's sole determination, Purchaser is invited to renew Seats for an immediately subsequent term, LN will present to Purchaser an offer for such renewal and Purchaser shall have the designated amount of time after receipt of notice to confirm its acceptance of such renewal. Purchaser's renewal shall be upon the same terms and conditions as are offered to other purchasers at that time. Nothing herein guarantees a right to renew, nor the right to renew the same Seats as purchased hereunder.

- 4. Payment Schedule.** Purchaser shall pay LN as described in Purchaser's payment plan.

If paying by check, make check payable to:  
Live Nation Worldwide, Inc.  
Attn: Accounts Receivable  
Dept. LA23625  
Pasadena, California 91185-3625

**PLEASE Reference Purchaser on Check**

If any payment has not been received within ten (10) business days after its applicable due date, a late fee shall be payable by Purchaser to LN in an amount equal to two percent (2%) of the amount that is past due. If Purchaser fails to pay the fees as stated above LN may, at its discretion, (i) withhold tickets to the Seat(s) until all past due amounts have been paid or (ii) terminate this Agreement and, in each case not limiting LN's rights and remedies, LN shall have the right to sell the Seat(s) to a third party. The foregoing shall not relieve Purchaser of its obligation to pay any outstanding balances. Amounts due but unpaid shall accrue interest at the maximum rate of interest allowed by law. The refund provisions of the Live Nation Fan Guarantee do not apply to this Agreement. If Purchaser's bank refuses to honor a check or other form of payment for any reason, Purchaser (i) will be responsible for all charges/fees levied on LN as a result and (ii) must make all future payments in the form of guaranteed funds (money order, cashier's check or wire transfer).

- 5. Termination Without Cause.** In the event Purchaser gives written notice to LN of its intent to terminate this Agreement without cause or Purchaser is in breach of this Agreement (each

a “Purchaser Termination”), Purchaser shall pay to LN the Termination Fee (as defined below) and LN shall be released from all further obligations and liabilities to Purchaser under this Agreement. Purchaser and LN agree that: (i) it would be extremely difficult, if not impossible, to determine with certainty the damages which LN would suffer in the event of a Purchaser Termination due to the uncertainty of LN’s ability to re-sell the Seats; (ii) the Termination Fee is a reasonable estimate of the amount of LN’s damages upon a Purchaser Termination; and (iii) the Termination Fee constitutes liquidated damages and not a forfeiture or penalty. Purchaser’s payment to LN of the Termination Fee shall be in lieu of all other monetary damages that may be payable by Purchaser to LN as a result of a Purchaser Termination. For purposes of this Section, Termination Fee shall mean:

If a Purchaser Termination occurs prior to the start date of a Concert Season:	Purchaser shall owe LN all then outstanding fees for services that have already occurred, if applicable, plus a percentage of the total fees due under the Agreement for the upcoming Concert Season as set forth below:
120 or more days before the start date of the Concert Season	10%
Between 60 and 120 days before the start date of the Concert Season	20%
Between 30 and 59 days before the start date of the Concert Season	25%
Between 1 and 30 days before the start date of the Concert Season	30%
If a Purchaser Termination occurs during a Concert Season:	Purchaser shall owe LN all then outstanding fees for services that have already occurred, if applicable, plus a percentage of the total fees due under the Agreement for the remaining term of the Concert Season as set forth below:
The first 30 days of the Concert Season	40%
The remainder of the Concert Season	50%

**6. No Representations or Warranties.** This Agreement is a season-long agreement for an undetermined number of Concerts. **There is no verbal agreement or other understanding between the parties regarding, and LN makes no warranties or representations regarding, the number of Concerts to be held during the Concert Season(s) covered by this Agreement.** In the event that the number of Concerts for a Concert Season is less than, equal to, or does not exceed the number of Concerts in any other season, the Purchaser is in no way relieved of their obligation to make full payment as herein stated.

**7. Cancellation or Postponement of a Concert.**

***a. Terms applicable to Facilities using the "Flat Rate" pricing scheme:***

In the event that an individual Concert is canceled and not rescheduled during the Term (e.g., tour re-routing, force majeure events, artist illness, etc.), or postponed for a date outside of the Term, for any reason whatsoever, the Purchaser is in no way relieved of its obligation to make full payment as herein stated, nor shall Purchaser receive a refund or discount of the total fee stated above. For those postponed Concerts originally scheduled during the Term of this Agreement, Purchaser shall not be entitled to utilize the Seats unless the rescheduled Concert falls within the Term of this Agreement.

***b. Terms applicable to Facilities using the "Opt-In" pricing scheme:***

In the event that one or more Concerts in the Season is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, Purchaser will receive, as applicable, a Threshold

Credit or a refund, upon request, of the Over Threshold Concert Fee. If paper tickets were issued prior to a postponed Concert, then issuance of the Threshold Credit or refund of the Over Threshold Concert Fee may will be subject to the return of the paper tickets for the postponed Concert.

***c. Terms applicable to Facilities using the "Opt-Out" pricing scheme:***

In the event that a Concert in the Concert Threshold is, for any reason, cancelled or postponed and rescheduled for a date outside of the Term, Purchaser will receive replacement tickets to the next Concert (in order of public announcement) formerly outside of the Concert Threshold with availability. If no other Concerts are available in the Concert Season, then Purchaser will receive a Threshold Credit. If paper tickets were issued prior to a postponed Concert, then issuance of the Threshold Credit may be subject to the return of the paper tickets for the postponed Concert.

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**II. Terms applicable to VIP Ticket Banks:**

**A. Agreement, Term.** This Agreement ("Agreement") is made by and between Purchaser and LN and is effective upon the mutual execution hereof and shall expire on the earlier of (i) the depletion of Ticket Bank funds or (ii) the end of the 2017 concert season(the "Term").

**1. Grant of Rights.**

a. **Generally:** Throughout the Term, Purchaser shall have the right to use a ticket bank valued at a designated amount (the "Ticket Bank") to purchase tickets to Concerts at the Facilities, as well as applicable VIP amenities. Such ticket (and any VIP amenities) purchases shall be deducted from the Ticket Bank, including any applicable service fees and taxes. The refund provisions of the Live Nation Fan Guarantee do not apply to this Agreement.

b. **Orders.** The number of tickets and VIP amenities per Concert which may be purchased against the Ticket Bank shall be based on availability at the time of Purchaser's request and any applicable artist or Facility restrictions. Ticket and VIP amenity orders shall be processed only if the Ticket Bank has a value greater than or equal to Purchaser's order, including service fees and applicable taxes. Any remainder in the Ticket Bank at the end of the Term shall be forfeited by Purchaser.

c. **Definition of Concerts:** For the purposes hereof, "Concerts" shall be defined as live entertainment events at any facility within the United States occurring during the Term that are promoted and produced by LN, and does not include (i) those events which are free of charge to the general public; (ii) private events; (iii) events which have as their major focus activities and entertaining outside of any facility's reserved and lawn seating areas, such as fairs, folk festivals and cook-offs (other than contemporary music festivals); and (iv) four wall rentals. For purposes of this Agreement, each day of a multi-day contemporary music festival shall be considered a separate Concert. LN reserves the right to relocate Purchaser's seats due to artist or production requirements.

**2. Payment Schedule.** Purchaser shall pay LN as described in Purchaser's payment plan.

If paying by check, make check payable to:

Live Nation Worldwide, Inc.

Attn: Accounts Receivable

Dept. LA23625

Pasadena, California 91185-3625

**PLEASE Reference Purchaser on Check**

If Purchaser's bank refuses to honor a check or other form of payment for any reason, Purchaser (i) will be responsible for all charges/fees levied on LN as a result and (ii) must make all future payments in the form of guaranteed funds (money order, cashier's check or wire transfer).

**3. No Representations or Warranties.** There is no verbal agreement or other understanding between the parties regarding, and LN makes no warranties or representations regarding, the number of Concerts to be held during the Term.

**4. Cancellation or Postponement of a Concert.** In the event that an individual Concert is canceled and not rescheduled during the Term (e.g., tour re-routing, force majeure events, artist illness, etc.), or postponed for a date outside of the Term, for any reason whatsoever, Purchaser will receive replacement tickets, subject to availability, to a mutually agreed upon concert on the remaining schedule. If the parties are not able to agree on a replacement concert, Purchaser will receive replacement tickets to the next available concert. If there are no more available concerts for Purchaser to select as a replacement, then Purchaser shall receive a refund equal to the cost of Purchaser's benefits for the canceled concert (tickets and various VIP amenities). For those postponed Concerts originally scheduled during the Term of this Agreement, Purchaser shall not be entitled to utilize the Seats unless the rescheduled Concert falls within the Term of this Agreement.

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### III. Terms applicable to Series Packages:

**A. Agreement, Term.** This Agreement ("Agreement") is made by and between Purchaser and LN and is effective upon the mutual execution hereof until the earlier of (i) date of the last selected concert of the Series or (ii) the end of the 2017 concert season (the "Term").

**1. Grant of Rights.** Purchaser shall have the exclusive right to use the Seats to the selected Concerts and the applicable VIP amenities at the Facility for each concert in the Series. Each concert in the Series must occur during the Term, and only one concert of an artist's multi-night run may be included in the Series. LN reserves the right to relocate Purchaser's Seats due to artist or production requirements.

**2. Payment Schedule.** Purchaser shall pay LN as described in Purchaser's payment plan.

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Attn: Accounts Receivable

Dept. LA23625

Pasadena, California 91185-3625

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If Purchaser's bank refuses to honor a check or other form of payment for any reason, Purchaser (i) will be responsible for all charges/fees levied on LN as a result and (ii) must make all future payments in the form of guaranteed funds (money order, cashier's check or wire transfer).

**3. Termination Without Cause.** In the event Purchaser gives written notice to LN of its intent to terminate this Agreement without cause or Purchaser is in breach of this Agreement (each a "Purchaser Termination"), Purchaser shall pay to LN the Termination Fee (as defined below) and LN shall be released from all further obligations and liabilities to Purchaser under this Agreement. Purchaser and LN agree that: (i) it would be extremely difficult, if not impossible, to determine with certainty the damages which LN would suffer in the event of a Purchaser Termination due to the uncertainty of LN's ability to re-sell the Seats; (ii) the Termination Fee is a reasonable estimate of the amount of LN's damages upon a Purchaser Termination; and (iii) the Termination Fee constitutes liquidated damages and not a forfeiture or penalty. Purchaser's payment to LN of the Termination Fee shall be in lieu of all other monetary damages that may be payable by Purchaser to LN as a result of a Purchaser Termination. For purposes of this Section, Termination Fee shall mean:

If a Purchaser Termination occurs prior to the start date of a concert season:	Purchaser shall owe LN all then outstanding fees for services that have already occurred, if applicable, plus a percentage of the total fees due under the Agreement for the upcoming concert season as set forth below:
120 or more days before the start date of the concert season	10%
Between 60 and 120 days before the start date of the concert season	20%
Between 30 and 59 days before the start date of the concert season	25%
Between 1 and 30 days before the start date of the concert season	30%
If a Purchaser Termination occurs during a concert season:	Purchaser shall owe LN all then outstanding fees for services that have already occurred, if applicable, plus a percentage of the total fees due under the Agreement for the remaining term of the concert season as set forth below:
The first 30 days of the concert season	40%
The remainder of the concert season	50%

#### 4. **Cancellation or Postponement of a Concert.**

In the event that an individual Concert is canceled and not rescheduled during the Term (e.g., tour re-routing, force majeure events, artist illness, etc.), or postponed for a date outside of the Term, for any reason whatsoever, Purchaser will receive replacement tickets, subject to availability, to a mutually agreed upon concert on the remaining schedule. If the parties are not able to agree on a replacement concert, Purchaser will receive replacement tickets to the next available concert. If there are no more available concerts for Purchaser to select as a replacement, then Purchaser shall receive a refund equal to the cost of Purchaser's benefits for the canceled concert (tickets and various VIP amenities). For those postponed Concerts originally scheduled during the Term of this Agreement, Purchaser shall not be entitled to utilize the Seats unless the rescheduled Concert falls within the Term of this Agreement.

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#### IV. Terms applicable to Personal Seat Licenses (PSLs):

**A. Agreement, Term.** This Agreement ("Agreement") is made by and between Purchaser and LN and is effective upon the mutual execution hereof until the end of the 2017 concert season (the "Term").

1. **PSL Grant of Rights.** Purchaser shall have the exclusive right, as provided herein, to purchase tickets for the seats indicated at the Facility identified in your seat purchase Agreement ("Seats") for all live entertainment events produced and promoted by LN for which tickets are sold to the general public ("Concert(s)"). LN shall, from time to time, provide Purchaser with notification indicating scheduled Concerts and ticket prices (each, a "Notification"). Purchaser shall have the exclusive right to purchase tickets for the Seats for a particular Concert for the period specified on the provided show Notification, after which time Purchaser's exclusive rights with respect to Seat tickets for such Concert shall expire. The price for Seat tickets shall be as indicated on the Notification and shall be the same as the price offered to the general public at such time. The License Fee shall be *in addition* to the price of any tickets purchased by Purchaser for any Concert. **LN reserves the right to relocate Purchaser's Seats due to artist or production requirements.**

"Concerts" shall be defined as live entertainment events at the Facility occurring during the Term, promoted and produced by LN, and do not include (i) those events which are free of charge to the general public; (ii) private events; (iii) events which have as their major focus activities and entertaining outside of the Facility's reserved and lawn seating areas, such as fairs, folk festivals and cook-offs (other than contemporary music festivals); (iv) the Warped Tour; and (v) four wall rentals. For purposes of this Agreement, each day of a multi-day contemporary music festival shall be considered a separate Concert.

2. **Renewal.** If, in LN's sole determination, Purchaser is invited to renew an Agreement for an immediately subsequent term, LN will present to Purchaser an offer for such renewal and Purchaser shall have the designated amount of time after receipt of notice to confirm its acceptance of such renewal. Purchaser's renewal shall be upon the same terms and conditions as are offered to other purchasers at that time. Nothing herein guarantees a right to renew, nor the right to renew the same package as purchased hereunder.

3. **Payment Schedule.** Purchaser shall pay LN as described in Purchaser's payment plan.

If paying by check, make check payable to:

Live Nation Worldwide, Inc.

Attn: Accounts Receivable

Dept. LA23625

Pasadena, California 91185-3625

**PLEASE Reference Purchaser on Check**

**Individual Concert ticket purchase fees are in addition to the PSL Fee. Purchaser shall pay for each Seat for each selected Concert in full, no later than deadline provided for each Concert.**

If Purchaser fails to pay the fees as stated LN may, at its discretion, (i) withhold tickets until all past due amounts have been paid or (ii) terminate this Agreement and, in each case not limiting LN's rights and remedies, LN shall have the right to sell the PSL to a third party. The foregoing shall not relieve Purchaser of its obligation to pay any outstanding balances. Amounts due but unpaid shall accrue interest at the maximum rate of interest allowed by law. The refund provisions of the Live Nation Fan Guarantee do not apply to this Agreement. If Purchaser's bank refuses to honor a check or other form of payment for any reason, Purchaser (i) will be responsible for all charges/fees levied on LN as a result and (ii) must make all future payments in the form of guaranteed funds (money order, cashier's check or wire transfer).

4 **Cancellation or Postponement of a Concert.** In the event that an individual Concert is canceled and not rescheduled during the Term (e.g., tour re-routing, force majeure events, artist illness, etc.), or postponed for a date outside of the Term, for any reason whatsoever, the Purchaser is in no way relieved of its obligation to make full payment on the PSL fee, nor shall Purchaser receive a refund or discount of the total PSL fee. For those postponed Concerts originally scheduled during the Term of this Agreement, Purchaser shall not be entitled to utilize the Seats unless the rescheduled Concert falls within the Term of this Agreement.

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## V. Terms Applicable to Venue Memberships:

A. **Agreement, Term.** This Agreement ("Agreement") is made by and between Purchaser and LN and is effective upon the mutual execution hereof until the end of the 2017 concert season (the "Term").

1. **Grant of Rights.** Purchaser shall have the exclusive right, as provided herein, to purchase tickets at the Facility, for all live entertainment events produced and promoted by LN for which tickets are sold to the general public and for which the artist(s), any sponsor and any other applicable third party involved with such events permits such sales ("Concert(s)") during the



Term. LN shall provide Purchaser with notification indicating scheduled Concerts and ticket prices. Purchaser shall have the exclusive right to purchase tickets within a designated section of the Facility for a particular Concert prior to the public on-sale date for the period specified on the provided show notification, after which time Purchaser's exclusive rights with respect to tickets for such Concert shall expire. Membership does not guarantee a specific seat location. Any reserved seating tickets are assigned randomly among all Purchasers who have purchased tickets for the same Concert. Assignment of reserved seating tickets occurs on the same day for all Purchasers. Purchaser shall be responsible for notifying LN of any change in its email address or other contact information. The Venue Membership Fee shall be *in addition* to the price of any tickets purchased by Patron for any Concert. LN reserves the right to relocate Purchaser's Seats due to artist or production requirements.

2. **Purchasing Concert Tickets.** Venue Membership fee payment must be collected in full by LN prior to Purchaser placing any ticket orders. LN will notify Purchaser by email regarding upcoming Concerts for which Purchaser may purchase tickets prior to the event's public on-sale date. LN's notification email shall provide Purchaser pricing and a deadline to purchase. Total ticket price shall include applicable sales tax, service and/or handling charges. Tickets shall be sold to Purchasers on a first come, first served basis. If Purchaser does not provide LN with a valid credit card, then Purchaser forfeits the opportunity to purchase tickets until valid credit card information is provided. There will be no exchanges or refunds after a ticket has been purchased or for lost, stolen, damaged or destroyed tickets. Cancelled and postponed Concerts will, at LN's sole discretion, be rescheduled or refunded. Nothing in this Agreement creates any ownership or property right by the Purchaser in the seating areas in a particular venue. If Purchaser does not exercise its invitation to purchase a ticket under its Membership on the terms and by the time stated in the email notification, Purchaser's option to purchase a ticket immediately lapses.
3. **Renewal.** If, in LN's sole determination, Purchaser is invited to renew an Agreement for an immediately subsequent term, LN will present to Purchaser an offer for such renewal and Purchaser shall have the designated amount of time after receipt of notice to confirm its acceptance of such renewal. Purchaser's renewal shall be upon the same terms and conditions as are offered to other purchasers at that time. Nothing herein guarantees a right to renew, nor the right to renew the same package as purchased hereunder.
4. **Payment Schedule.** Purchaser shall pay LN as described in Purchaser's payment plan.  
**If paying by check, make check payable to:**  
**Live Nation Worldwide, Inc.**  
**Attn: Accounts Receivable**  
**Dept. LA23625**  
**Pasadena, California 91185-3625**  
**PLEASE Reference Purchaser on Check**

**Individual Concert ticket purchase fees are in addition to the Venue Membership Fee. Purchaser shall pay for each Seat for each selected Concert in full, no later than deadline provided for each Concert.**

Amounts due but unpaid shall accrue interest at the maximum rate of interest allowed by law. The refund provisions of the Live Nation Fan Guarantee do not apply to this Agreement. If Purchaser's bank refuses to honor a check or other form of payment for any reason, Purchaser (i) will be responsible for all charges/fees levied on LN as a result and (ii) must make all future payments in the form of guaranteed funds (money order, cashier's check or wire transfer).

5. **Cancellation or Postponement of a Concert.** In the event that an individual Concert is canceled and not rescheduled during the Term (e.g., tour re-routing, force majeure events, artist illness, etc.), or postponed for a date outside of the Term, for any reason whatsoever, the Purchaser is in no way relieved of its obligation to make full payment on the Venue Membership fee, nor shall Purchaser receive a refund or discount of the total Venue Membership fee. For those postponed Concerts originally scheduled during the Term of this Agreement, Purchaser shall not be entitled to utilize the Seats unless the rescheduled Concert falls within the Term of this Agreement.

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## VI. Terms Applicable to ALL Agreements:

**A. Use of Tickets.** Purchasers are prohibited to use tickets in any connection whatsoever with any promotion and are prohibited to advertise tickets via any media form, including, but not limited to, newspaper, magazine, Internet, television and radio without the express written permission of LN. Non-compliance with the preceding may result in termination of your Purchase and forfeiture of any prepaid fees, and LN shall retain the right to pursue any and all other legal rights and remedies afforded it. Note that VIP Amenities (including VIP Club and Parking) are not transferrable by barcode through either TM+ or TicketsNow platforms.

**B. Resale.** When available, Purchaser may resell tickets acquired pursuant to this Agreement on TM+ and any other resale marketplace, provided that:

- (1) Subject to subsection B2, and when available, box and non-box seat tickets must be posted on TM+. Purchaser may have any purchase of those tickets fulfilled by electronic delivery, if applicable, to the buyer of such tickets with reissued, unique barcodes.
- (2) Nothing in this Agreement restricts Purchaser's ability to post tickets acquired pursuant to this Agreement on other resale marketplaces.
- (3) There will be a five dollar (\$5.00) per ticket fee for all tickets printed and mailed out by Live Nation.
- (4) If Purchaser is found to be in non-compliance with the above, your ticket privileges or subscription may be revoked and/or terminated.

**C. Parking.** If applicable to purchase, Purchaser will be provided with a designated number of parking passes for each Concert (other than contemporary music festivals). The number of complimentary parking passes available for contemporary music festivals may vary. Each parking pass is good for one (1) vehicle. Complimentary parking is available on a first come, first served basis.

**D. Facility Rules and Regulations.** Purchaser and each of its guests and invitees shall comply with rules and regulations established from time to time by LN and the Facility, including, but not limited to, the prohibition of re-sale of Concert tickets on Venue property and the prohibition on advertising Concert tickets for re-sale prior to public on-sale. Further, any person acting in a manner that threatens the general peace and security of any Concert, including but not limited to using foul or abusive language, appearing intoxicated or otherwise displaying rowdy or inconsiderate behavior, is subject to ejection. Failure by Purchaser or any of its guests or invitees to maintain proper decorum during a Concert or to comply with any LN or Facility rule or regulation shall subject this Agreement to termination, including forfeiture of all monies paid hereunder.

**E. Assignment.** This Agreement or any part hereof may be assigned or transferred by LN to any person, firm, corporation, or partnership which acquires at least 50% ownership or management of the Facility. This Agreement or any part hereof may not be assigned or transferred by Purchaser. Any assignment in violation of this section shall be deemed void.

**F. Force Majeure.** The failure of either party hereto to comply with the terms and conditions hereof because of an act of God, strike, labor troubles, war, fire, earthquake, act of terror or public enemies,

action of federal, state or local governmental authorities, or for any reason beyond the reasonable control of such party, will not be deemed a breach of this Agreement.

**G. Change of Status, Control or Purpose of Facility.** In the event the Facility is closed, sold or LN otherwise cancels all of a concert season or the remainder of a concert season after it has begun for any reason whatsoever, other than a force majeure event, then Purchaser shall receive a refund of the unearned portion of the total fee stated herein.

**H. Applicable Law.** This Agreement will be governed by and construed according to the laws of the state of where the Facilities are located which are, from time to time, in effect.

**I. Waiver and Invalidity.** If either party fails to enforce any of the provisions of this Agreement or any rights or fails to exercise any election provided in this Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of this Agreement. If any term, provision, covenant or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated.