

## Ticketing Services Agreement

This Agreement is made between Two Flips Productions, Ltd. dba IslandTix, hereinafter "IslandTix" and \_\_\_\_\_ hereinafter "Promoter" defines the relationship by which IslandTix serves as a ticketing agent for PROMOTER's event.

In this Agreement, the following terms apply:

A) "PROMOTER" represents any activities, events, or venues sponsored or promoted by PROMOTER and refers to the organization listed below and represented by this contract.

B) "Events" are any activities, events, venues, or resources to which PROMOTER is authorized to sell or provide access.

C) "Tickets" are any and all forms of reservations, tuitions, tickets, memberships, certificates, merchandise or confirmations that allow the holder access to, participation in, or use of PROMOTER events.

The attached **Event Application Form** specifies the complete information that will be applied to any event that IslandTix services under this Agreement, and is incorporated herein by reference.

### **i. IslandTix Services**

IslandTix provides online ticketing services via the internet, remote ticketoutlets, and phone orders. IslandTix's services under this Agreement include:

- Displaying of PROMOTER's event on IslandTix's website, located at [www.islandtix.com](http://www.islandtix.com).
- Ticketing services at all authorized IslandTix remote ticketoutlets.
- Ticketing services via phone orders.
- Accepting online orders for tickets to PROMOTER's event, and accepting and processing credit card payment for those orders on PROMOTER's behalf.

IslandTix charges a per-transaction fee for its services, as specified in the **Event Application Form** attached. In addition, IslandTix provides a full accounting of all fees and charges.

### **ii. PROMOTER Interests, Authority, and Responsibilities**

PROMOTER is a sponsor, producer, promoter, presenter, or manager of event. Under this Agreement, PROMOTER contracts with IslandTix for the services described above.

PROMOTER affirms that it has full power and authority to offer, sell, and honor the tickets to the events it offers via the IslandTix website and ticketoutlets.

PROMOTER affirms that the information, images, and event access that it provides via IslandTix's website do not infringe the rights of any other person or entity, including without limitation trademark, copyright, and trade secret rights. PROMOTER's offer and sale of access to these events does not constitute a violation of any state or federal law, including without limitation consumer protection and obscenity laws that may be applicable.

### **iii. Fees, Charges and Payment**

PROMOTER agrees that IslandTix will deduct from PROMOTER's booking revenue all costs it incurs for the processing of credit card charges, at IslandTix's cost as stated on the IslandTix website. IslandTix will mail payments for ticket sales to PROMOTER on a regular basis, as specified in the attached **Event Application Form** form. Checks will be mailed to the address provided in this contract. All sales, fees, and funds are payable in U.S. dollars.

### **iv. Cancellations, Credits & Chargebacks**

PROMOTER must authorize via fax or email any credits or returns for sales or tickets that it wishes IslandTix to process. IslandTix charges \$2.00 plus credit card fees for each cancelled or credited transaction that it processes at PROMOTER's request. In addition, any credit card charge backs initiated by the purchasing customer for any reason other than fraudulent use of the credit card will be charged back to the PROMOTER. IslandTix is authorized to deduct these costs from PROMOTER's outstanding balance, or invoice PROMOTER for the costs if no balance exists. IslandTix reserves the right to withhold up to 20% of booking revenues for any event for a period up to 90 days after the event occurs, to allow all returns and disputed charges to clear processing.

### **v. Ticketing Confirmation**

PROMOTER agrees to accept, honor, and fulfill ticketing commitments that have been confirmed by IslandTix. When each individual ticket purchase receives credit card authorization, IslandTix's website generates a confirmation message with a unique customer number and a confirmation number. Verification of customer name, address, customer number, membership status, and/or confirmation number at or prior to the event is the responsibility of the PROMOTER.

### **vi. Permissions, Proprietary Rights, and Confidentiality**

Information concerning the business affairs, finances, methods of operation and other confidential topics of either party (collectively, "Confidential Information") shall be kept confidential by both parties and not disclosed unless such information becomes publicly available. IslandTix owns the design and function of its own website, defined as those resources and functions delivered via [www.islandtix.com](http://www.islandtix.com). PROMOTER acknowledges that IslandTix does not commit to supporting or specifying any particular browsing or operating platform, and that IslandTix has the right at any time to revise and modify its web pages, release subsequent versions thereof, and/or alter features, specifications, capabilities, functions, and other characteristics of the IslandTix website, all without notice to PROMOTER.

### **vii. Maintenance, Support, and Security**

IslandTix will provide PROMOTER with an access to administration reports on IslandTix's website. PROMOTER accepts all responsibility for the protection, confidentiality, and use of this ID and password. IslandTix reserves the right to establish reasonable limitations on the extent of such access.

IslandTix will maintain PROMOTER's event data in a secure manner and prevent unauthorized access or changes to this event data. IslandTix will house customers' credit card information on a secure server with limited Internet access, according to generally accepted electronic commerce practices.

### **viii. Indemnification**

PROMOTER agrees to indemnify and hold harmless IslandTix against any expense, loss or liability (including attorneys' fees) in respect of any claims, or threatened claims, relating to the ticketing, events, and information offered in PROMOTER's event listings on the IslandTix website.

#### **ix. No Implied Warranties**

The contents and functionality of the IslandTix website is provided on an "as is" basis without warranties of any kind, either express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. Neither this agreement or any documentation furnished under it is intended to express or imply any warranty that the online ticketing services will be uninterrupted or error-free or that the IslandTix website will provide uninterrupted or error free service. IslandTix shall not be liable for any loss of business, profits or goodwill, loss of use or data, interruption of business, or for any indirect, special, punitive, consequential, or incidental damages that result from PROMOTER's use or inability to use IslandTix's online ticketing services. IslandTix's liability to PROMOTER shall not, for any reason, exceed the aggregate payments actually made by IslandTix to PROMOTER over the prior six months. Neither party shall be liable to the other for any delay or failure in performance under this Agreement resulting directly or indirectly from acts of God or any causes beyond its reasonable control.

#### **x. Agreement Term and Termination**

Either party to this Agreement can terminate this Agreement via written notice to the other party, which shall be effective thirty (30) working days after notice has been given. In addition to these termination rights, either party can terminate this Agreement if the other party commits a breach of this Agreement and fails to cure such breach within 10 days of the receipt of written notice of such breach.

The provisions of the **Permissions, etc.** and **Indemnification** sections of this agreement shall survive any termination of the Agreement.

#### **xi. Entire Agreement and Applicable Law**

This Agreement and its attached **Event Application Form** form is the entire agreement between the parties with respect to its subject matter. It supersedes all previous proposals, both oral and written, negotiations, representations, writings and all other communications between the parties. The laws of the State of Hawaii shall govern this Agreement without giving effect to principles governing conflicts of laws. This Agreement may not be assigned by PROMOTER without express written permission of IslandTix. Any disputes arising from this agreement shall be submitted to binding arbitration according to the rules and regulations of the American Arbitration Association.

#### **xii. Addresses and Notices**

Any communications under this Agreement shall be in writing and are deemed delivered upon receipt by the addressed party at the address specified herein. Communications may be sent by email at info@islandtix.com, commercial overnight carrier, or by US mail (return receipt requested). The mailing address for IslandTix, 1314 Kamehameha IV Road Honolulu, Hawaii 96819.

This agreement is valid when accepted by the authorized agent of PROMOTER, and effective on the date thereof.

#### **xiii. Service Fees**

IslandTix's services will be charged at the following fees, based on the cost of event ticketing options. IslandTix reserves the right to adjust the current fee schedule at any time.

**Fee Table**

<b>Description</b>	<b>Service Fee</b> (Flat Fee)	<b>Plus</b>	<b>Processing Fee</b> (Percentage)
OPEN SEATING	\$2.25	+	3%
RESERVED SEATING	\$3.25	+	3%
VIP SEATING	\$3.25	+	3%

**xiv. Payment to PROMOTER**

Checks shall be payable to the organization name listed on this Agreement and Application Form.

IslandTix will mail payments to PROMOTER on the 5<sup>th</sup> business day following the event. Payments will include revenues collected less any authorized fees or charges. The minimum amount of payment is \$100. IslandTix will hold over payments until revenues reach \$100 or the event is over, whichever comes first.

**xv. Promotional Activities**

PROMOTER agrees to promote IslandTix's online ticketing of its event by the following, but not limited to, marketing campaigns steps such as:

- Including PROMOTER's printed event materials and mailings for IslandTix website address, remote ticketoutlets, and ordering phone numbers information.
- Including PROMOTER's broadcast advertising for IslandTix website address, remote ticketoutlets, and ordering phone numbers information.
- Including PROMOTER's own website and for other marketing websites for IslandTix website address, remote ticketoutlets, and ordering phone numbers information.
- Prominent display of IslandTix's banner during event.

I/We, the Promoter, have read and understood the foregoing terms and conditions and will faithfully abide by this Agreement.

Signed this \_\_\_\_\_ of \_\_\_\_\_, 2005.

Acknowledged by:

\_\_\_\_\_  
Promoter/Organization

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

Two Flip Productions, Ltd.  
IslandTix

\_\_\_\_\_  
Signature

Harry L. Alonso  
President