

STATE OF NORTH CAROLINA

WAKE COUNTY

TICKET SALES AGREEMENT FOR ON-CAMPUS PERFORMANCES

This agreement is made by and between _____ (hereafter, “Presenter”), having a place of business at _____, and North Carolina State University, c/o Ticket Central office (hereafter, “Ticket Central”), Campus Box 7306, Raleigh, North Carolina, 27695-7306.

Ticket Central and Presenter agree that:

I. Ticket Central Responsibilities

A. Ticket Sales

Ticket Central will process all tickets and revenue for EVENT NAME(S). Orders will be accepted by telephone, through the mail and in person. Payment will be accepted by cash, checks (made payable to NCSU Ticket Central), MasterCard, VISA and American Express.

The Event(s) will be held in EVENT VENUE with a MANIFEST SPECIFICATIONS.

B. Customer Data

Ticket Central will capture names of ticket purchasers, with the exception of students and night-of-show buyers, and provide the list to Presenter upon request following the contracted event(s). Presenter may use customer data provided by Ticket Central for its own internal purposes, but may not sell or otherwise disclose that data to third parties.

C. Payment of Revenue

Ticket Central will submit a payment request following the Event (or after the final performance for Events with multiple performances over multiple days). Payment will be in the form of a check written by the University and mailed to the Presenter. The total paid will be all ticket revenue less box office expenses.

D. Reporting

Weekly reports on cumulative sales totals may be picked up at Ticket Central on a mutually agreeable weekday. Following the event (or each event), Ticket Central will provide a report detailing ticket sales and revenue for that performance and an expense breakdown.

II. Presenter Responsibilities

A. Performance Information/Brochures

Presenter must provide the following information to Ticket Central at least twenty-one (21) days prior to the date ticket sales begin:

- Event Title
- A complete list of performances with descriptions
- Performance date(s)
- Performance location(s)
- Performance Start Time
- A complete list of prices (both season and single, if applicable) by buyer category
- On-sale date(s)
- House Scale (i.e. which seats are priced at what amount)
- Buyer Categories/Discounts

Presenter will send to Ticket Central a proof copy of all order forms produced for approval prior to final editing.

Presenter will provide handouts to be placed at Ticket Central for the public to pick up if available.

B. Presenter Member Listing

If Presenter has a membership, it will provide Ticket Central with a complete list of its members no later than seven (7) days prior to tickets going on sale and will update this list on a regular basis.

C. Expense Payments

Presenter agrees to pay the following fees to Ticket Central

Printing Tickets	\$.08 per ticket printed
Night-of-show Staffing	\$18.50 per person per show
Percentage of Sale	5% of total revenue
Bank Fees for Credit Cards	\$.40/transaction, plus 2.282% for VISA, 1.962% for MasterCard and TBA% for American Express.

These fees will be deducted from the revenue totals paid to the presenter following the event.

D. The Presenter is liable to Ticket Central for all uncollected returned checks and charge backs for the specified event(s). Ticket Central will make a reasonable effort to collect

all such debts through direct contact with the purchaser through one (1) letter or telephone call. If payment is not made promptly following this effort, the amount will be deducted from the amount paid at settlement. If all revenues have already been paid out, the Presenter will be invoiced for the amount of the returned check or charge back.

III. Other Terms

Assignment: Neither party may assign or transfer any interest in this agreement without prior written approval from the other party.

Situs: It is agreed between the parties hereto that the place of this contract, its situs and forum, shall be Wake County, North Carolina, and in said County and of said State such matters, whether sounding in contract or tort relating to the validity construction, interpretation and enforcement of this agreement, be determined.

Equal Opportunity: In fulfilling duties pursuant to this agreement, Presenter will not discriminate on the basis of race, color, national origin, sex, disability or handicap, veteran status, age, or religion.

Nonperformance Beyond Control of Parties: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any reason beyond the party's control such as act of war, hostile foreign action, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. However, Presenter must reimburse Ticket Central for all direct expenses incurred by Ticket Central, such as bank fees and ticket printing fees, in the event of nonperformance that is beyond the control of the parties.

Termination Within Control of a Party: Either party may terminate this contract with sixty (60) days advance written notice to the other party. If Presenter terminates under this section, it must pay to Ticket Central the fees specified in part II. C. above for the number of sales completed prior to the termination date. If Ticket Central terminates under this section, Presenter will receive all sales revenues without any expense deductions. In either event, refunds will be the responsibility of Presenter.

Default: If one party fails to perform a material obligation of this contract on a timely basis, the other party may terminate this contract by giving fifteen (15) days advance written notice to the nonperforming party. The termination will not be effective if the nonperforming party cures the nonperformance within the fifteen (15) day notice period. If Presenter defaults under this section, it must pay to Ticket Central the fees specified in part II. C. above for the number of sales completed prior to the termination date. If Ticket Central defaults under this section, Presenter will receive all sales revenues without any expense deductions. In either event, refunds will be the responsibility of Presenter.

Compliance with Law: Presenter must comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of his business, including those of Federal, State, and local agencies having jurisdiction and/or authority.

Independent Contractor: For purposes of this agreement, Presenter's relationship to Ticket Central is that of an independent contractor. Neither party shall be considered as having an employee status or as being entitled to participate in any plan, arrangements, or distributions of the other party pertaining to or in connection with any qualified pension plan or providing any other health or welfare plan with similar benefits for regular employee.

Indemnity: Presenter agrees to indemnify and hold harmless NC State University, its trustees, officers, employees, and agents for any liability and costs arising from Presenter's conduct, failure to act, or actions in connection with Presenter's performance or breach of performance under this agreement.

Entire Agreement: This contract and any documents incorporated specifically by reference represent the entire agreement between the parties and suspend all prior oral or written statements or agreement.

Amendments: This contract may be amended only by written amendments duly executed by NC State University and Presenter.

Notice: Any notice under this contract to NC State University shall be sufficient if mailed to the name and address below:

Ticket Central
Attn: Cheri Palmer
Campus Box 7306
Raleigh, NC 27695-7306

With Copy
To:

Director of Materials Mgmt
North Carolina State Univ.
Campus Box 7212
Raleigh, NC 27695-7212

Any notice under this contract to Presenter shall be sufficient if mailed to the name and address below:

Covenants Survive Expiration: All promises, requirements, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Access to Persons and Records: The State or university auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with North Carolina General Statute §147-64.7 and Session Law 2010-194, Section 21.

Personal Identifiers: If NC State provides the Contractor with personal identifiers as listed in N.C.G.S. §132-1.10 and in N.C.G.S. §14-133.20(b) or any other legally confidential information, Contractor hereby certifies that collection of this information from NC State is necessary for the performance of Contractor's duties and responsibilities on behalf of NC State under this Contract. Contractor further certifies that it shall maintain the confidential and exempt status of any social security number information, as required by N.C.G.S. §132-1.10(c)(1), and that it shall not re-disclose personally identifiable information as directed by State and Federal laws. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach, as defined in N.C.G.S. §75.61(14), relating to this information, in addition to the Contractor's responsibilities under the NC Identity Theft Protection Act, Contractor shall immediately notify NC State with the information listed in N.C.G.S. §75-65(d)(1-4) and shall fully cooperate with NC State. Contractor shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect confidential information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to Contractor pursuant to the Contract.

Education Records: NC State has determined that Contractor is a school official with a legitimate educational interest under the Family Educational Rights and Privacy Act ("FERPA"). If NC State provides the Contractor with "personally identifiable information" from a student's education record as defined by FERPA, 34 CFR §99.3, Contractor hereby certifies that collection of this information from NC State is necessary for the performance of Contractor's duties and responsibilities on behalf of NC State under this Contract. Contractor further certifies that it shall maintain the confidential status of education records in their custody, and that it shall not re-disclose personally identifiable information as directed by FERPA. Failure to abide by legally applicable security measures and disclosure restrictions may result in the interruption, suspension and/or termination of the relationship with Contractor for a period of at least five (5) years from date of violation. If Contractor experiences a security breach relating to this information or if Contractor re-discloses the information, Contractor shall immediately notify NC State. Contractor shall indemnify NC State for any breach of confidentiality or failure of its responsibilities to protect the personally identifiable information. Specifically, these costs may include, but are not limited to, the cost of notification of affected persons as a result of its unauthorized release of NC State data provided to Contractor pursuant to the Contract.

IN WITNESS THEREOF, the parties have executed this agreement in duplicate originals, one of which is retained by each of the parties, through their authorized representatives whose signatures appear below.

NORTH CAROLINA STATE UNIVERSITY
c/o Ticket Central Office

PRESENTER

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: Director of Materials Management

TITLE: _____

DATE: _____

DATE: _____