



## **DIGITAL TICKETING AND EVENT MANAGEMENT SOFTWARE SERVICE AGREEMENT**

This Service Agreement ("Agreement") is made and entered into on the latest date under signatures herein ("Effective Date") between HomeTown Ticketing, Inc. (hereinafter "HOMETOWN") and \_\_\_\_\_ ("Client"). For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

### **1) TERM**

The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year thereafter and will automatically renew for successive one (1) year terms, unless either Party provides written notice of its desire not to renew at least thirty (30) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the "Term"). Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

### **2) HOMETOWN DESCRIPTION OF SERVICES**

- a) HomeTown will provide a platform to allow Client to make online ticket sales to its customers ("Customers").
- b) HOMETOWN agrees to provide an online dedicated "box-office" software platform for Client and Client's departments or teams to access at any time, from any compatible, web-capable device, which will allow relevant personnel to create, manage, and monitor their event ticketing needs. System will enable customers/fans of Client to purchase digital tickets to listed events via Client's website.
- c) HOMETOWN will provide an online ticketing platform along with cloud hosting, technical services, and support for Clients. HOMETOWN will also provide customer (fan) support if Client's customers contact HOMETOWN directly.
- d) The current features of HOMETOWN's platform may be upgraded, altered, amended, revised, or eliminated at HOMETOWN's reasonable discretion.
- e) HOMETOWN warrants that its online ticketing system will bill customers for ticket sales as directed by the event configuration in the online box office. HOMETOWN shall ensure that the organization receives the full value of all tickets sold for events through its online ticketing system.
- f) HOMETOWN will charge the ticket face value, and the following service and credit card ("CC") processing fees for online transactions (collectively, the "Fee"): \$1 per-ticket fee + CC fees (currently 2.9% + \$0.30 per-order) directly to the Fan at time of transaction. Point of Sale orders will charge customer the ticket face value + CC fees of 5% per transaction. HomeTown Ticketing does not charge fees on zero-value tickets.
- g) Season Tickets and Passes are personalized and available in both digital format and professionally produced physical cards. The cost of a digital season pass is \$3 (per pass) and professionally printed passes are \$5. Fees for Season Tickets and Passes are passed on to the consumer unless otherwise noted by the Client.

### **3) STRIPE UTILIZATION**

- a) For the term of this agreement, Client agrees to utilize HomeTown's exclusive payment processing company, Stripe, Inc. in order to provide Client direct access to face value ticket revenue, reporting and PCI compliant financial transaction. Client will set up an account directly with Stripe and hold an independent business relationship with Stripe through independent Terms of Service found at <https://stripe.com/legal>.

#### **4) RELATIONSHIP OF PARTIES**

At all times under this Agreement, HOMETOWN shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the parties. HOMETOWN and those within its employ shall not be considered employees of the Client for any purpose whatsoever, nor shall the Client act as, or be held out by the HOMETOWN to be, a “common paymaster” for the employees of the HOMETOWN within the meaning of United States Treasury Regulation §31.3121(s)-1 (Title 26 C.F.R. §31.3121(s)-1).

#### **5) CLIENT RESPONSIBILITIES**

- a) Client is responsible for the general operations of their events.
- b) Client is responsible for any refunds and for implementing a refund policy and any event or other policies. These policies must be visible on Client’s website and conveyed to any customers who purchase tickets through the HOMETOWN platform. HOMETOWN does not provide refunds of any fees, except in the case of full cancelation of an event by the Client due to unforeseen circumstances including natural disaster or COVID-19 protocols. Any other full refunds Client may choose to make to customers will cause the fee to be deducted from Client’s account balance to cover the cost of said fees.
- c) Client will be responsible for payment of all such taxes (other than taxes based on HOMETOWN’s income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services.

#### **6) DATA OWNERSHIP**

- a) HOMETOWN and Client jointly retain the rights to the ticket sales data in Client’s box office and can use this to market to Customers or aggregate the data for statistical purposes during the term of this Agreement.
- b) Upon termination of this Agreement, Client shall receive full rights to all data, including event, customer, and sales records, after the time of termination.
- c) Client grants HOMETOWN limited rights to utilize aggregated (anonymized) data for statistical purposes (including website traffic, total ticket sales and revenue, volume of participating schools and their names, and other aggregate data of similar nature) in its marketing & reporting efforts and to monitor system operations & reliability, which shall survive termination of this Agreement.

#### **7) LIMITATION OF LIABILITY**

- a) Client agrees to indemnify, defend and hold harmless HOMETOWN and its affiliates and their respective directors, officers, employees, successors and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to any Client furnished materials.
- b) HOMETOWN agrees to indemnify, defend and hold harmless Client and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to the license or use of the HOMETOWN technology by Client in accordance with this Agreement.

## 8) INSURANCE

For as long as HOMETOWN's obligation to indemnify remains in effect, HOMETOWN will maintain comprehensive liability insurance, including product liability coverage, in minimum amounts of One Million Dollars (\$1,000,000) U.S. currency per occurrence and Three Million Dollars (\$3,000,000) U.S. currency in the aggregate, One Million Dollars (\$1,000,000) U.S. currency per occurrence for damage and/or injury to property and Worker's Compensation Insurance as required by law. Such coverage shall be on a date of occurrence form. The insurance coverage required shall be provided by an insurance company or companies with a rating of at least "A" or greater in Bests' Insurance Guide. Upon Company's reasonable request, and annually thereafter, upon reasonable request, HOMETOWN shall provide Company with certificates of insurance evidencing such coverage.

## 9) CONFIDENTIALITY

- a) **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- b) **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as required in performance of a Party's obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

## 10) MISCELLANEOUS

- a) **Applicable Law.** Unless stated otherwise, this agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio, without giving effect to its rules regarding conflicts of laws. Client agrees that any and all causes of action between the parties arising from or in relation to this agreement shall be brought exclusively in the state and federal courts located within the State of Ohio.
- b) **Force Majeure.** HOMETOWN shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, pandemic, insurrection or riot or other causes beyond the reasonable control of HOMETOWN. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- c) **Severability** Each party shall perform hereunder in accordance with applicable laws, rules, and regulations now or hereafter in effect. If any provision of this Agreement shall be found to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed waived for as long as it remains illegal or unenforceable.

**11) ENTIRE AGREEMENT; WAIVER**

The four-corners of this document, the Agreement, including any Amendment(s) and/or Schedule(s) attached hereto, represents the entire agreement between Client and HOMETOWN. Any waivers, modifications or amendments hereto must be made in writing and signed by the duly authorized representative of both parties before they become effective. Any previous or contemporaneous oral representations, negotiations or other oral representations are expressly excluded, disclaimed, superseded and abandoned from this Agreement unless they are contained in writing within this Agreement. Any failure to enforce any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing. Any consent by any party to, or waiver of, any breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

**HomeTown Ticketing, Inc.**

Sign: \_\_\_\_\_

By: Lorien Parry Luehrs

Title: President & COO

Date: \_\_\_\_\_

**[CLIENT]**

Sign: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_