

DEKALB COUNTY TICKETS USER AGREEMENT SINGLE EVENT

This Agreement ("Agreement") is entered into as of _____, ("Effective Date") by and between _____ ("User"), and Preservation of the Egyptian Theatre, Inc. ("DeKalb County Tickets"). User and Ticket System may be referred to individually as a "Party" and collectively as the "Parties".

A. The Term of this Agreement shall be until ninety business days after the Settlement of the following event:

Event Name:

Promoter Name to be Listed on Ticket:

Event Date:

Event Venue Name:

Event Venue Address:

Event City:

State:

Zip:

Event Venue Phone Number:

Event Venue Website:

Event Doors Open Time:

Event Seating Start Time:

Event Start Time:

Event End Time:

Total number of tickets available:

Event is (circle one):

General Admission

Reserved

Age Limit for Event?:

Is Photography and/or Videotaping Allowed: YES NO N/A

Ticket Price(s):

\$ _____ **Description:** _____

\$ _____ **Description:** _____

\$ _____ **Description:** _____

\$ _____ **Description:** _____

\$ _____ **Description:** _____

\$ _____ **Description:** _____

\$ _____ **Description:** _____

of Consignment Tickets Requested: _____

of Comp Tickets Requested: _____

Do you require DeKalb County Tickets on-site to sell tickets at event? YES NO

*If yes, additional information will be required for logistics and additional fees.

****Before event can be set-up in the ticketing system an event description (150 words or less) and event logo/photo is required. Email directly to alex@egyptiantheatre.org.**

B. Ticket Allocations & Exclusive Agency

1. **DeKalb County Tickets as Agent:** DeKalb County Tickets will act as sole and exclusive agent for User for computerized ticket sales with the following means of sales of Tickets for Event.
 - Online Sales at www.dekalbcountytickets.com
 - Phone Sales at 815-758-1225
 - In person Sales at Egyptian Theatre Box Office – 135 N. 2nd Street, Downtown DeKalb. Open Tuesday's 2:00pm-6:00pm and Thursday's 11:00am-3:00pm.
2. **Ticket Inventory:** User is solely responsible for accurately maintaining the number of Tickets available for sale through the DeKalb County Tickets System. DeKalb County Tickets shall not be responsible in any way for over-selling an Event (e.g. selling Tickets in excess of the Venue's capacity or in excess of the number of Tickets User intended to allocate to the DeKalb County Tickets System). User agrees to reimburse DeKalb County Tickets for any and all costs, expenses and losses incurred by DeKalb County Tickets due to over-selling an Event, and DeKalb County Tickets shall be entitled to deduct such amounts from Settlements.
3. **Sales:** User understands and agrees that DeKalb County Tickets will handle advance ticket sales for User's event. Ticket sales through DeKalb County Tickets will stop 24 hours prior to event unless DeKalb County Tickets is contracted to provide on-site ticket selling. User is solely responsible for any and all ticket sales and logistics day of event at event venue; unless otherwise contracted with DeKalb County Tickets.
4. **Will Call:** User is responsible for coordinating with DeKalb County Tickets to collect printed Will Call tickets from DeKalb County Tickets box office located at 135 N. 2nd Street, DeKalb, IL 60115 prior to User's event. User will be responsible for providing Will Call tickets to ticket buyers at the event venue prior to the event.
5. **Consignment Tickets:** User may request tickets from DeKalb County Ticketing to be sold by User. These tickets will be checked out to User. Unsold consignment tickets must be turned back in along with payment for consignment tickets not returned; these are due by end of business day 2 business days following the end of User event.
6. **Comp Tickets:** User may request tickets with a \$0.00 face value issued as comp tickets. The per ticket fee still applies per ticket issued.

C. Charges (paid by User)

User shall pay the following charges:

1. **Set-Up Fee:** User shall pay to DeKalb County Tickets a set up fee for use of the ticketing system based on the pricing listed in Exhibit B.
2. **Seat Map Fee:** There is a one-time fee of \$100 to set-up a reserved seating map for a venue. There is no seat map fee for general admission events.
3. **Per Ticket Fee:** For every ticket issued through the DeKalb County Tickets system, regardless of the method of purchase or fulfillment, DeKalb County Tickets will retain \$0.40 per ticket from User's settlement.
4. **Credit Card Fee:** American Express, Discover, MasterCard, and VISA credit & debit will be accepted online and at the box office for the sale of the User's tickets; User will be charged 4.5% of gross credit card sales for this service.
5. **Chargebacks:** User shall be fully responsible for all credit card chargebacks from any ticket sales for Event, for ninety (90) days following the Settlement of Event. DeKalb County Tickets shall deduct full chargeback amount from Settlement, plus 3% of chargeback amount, rounded to the nearest penny, or if Settlement has already occurred, will automatically be charged by to the credit card listed in Exhibit A.
6. **Cancellations:** User shall pay to DeKalb County Tickets a cancellation fee of \$100 if Event is cancelled for any reason. DeKalb County Tickets will issue a cancellation notice to all ticket buyers via email and will refund the full purchase price of the tickets. User will be charged all ticket fees, delivery fees, and order fees, plus 5% of total amount refunded. Cancellation fees will be automatically charged by DeKalb County Tickets to the credit card listed on Exhibit A.

D. Service Fees (paid by Buyer)

1. **ONLINE & PHONE ORDERS:** The following fee scale will apply to each ticket purchased online or over the phone by buyer. Per ticket convenience fee charge to buyer is based on the face value of the ticket set by the User.

Face Value	Online Convenience Fee
\$1.00 - \$10.00	\$2.00
\$10.01 - \$20.00	\$2.50
\$20.01 - \$30.00	\$3.00
\$30.01 - \$40.00	\$3.50
\$40.01 - \$50.00	\$4.00
\$50.01 - \$60.00	\$4.50
\$60.01 - \$70.00	\$5.50

2. **DELIVERY FEES:** There is no charge to the Buyer for Will Call. Buyers may select US Mail delivery for \$2.00 per order.
3. **REFUND & EXCHANGE POLICY:** DeKalb County Tickets has a no refund and no exchange policy on all tickets that it sells. THIS IS NOT NEGOTIABLE. DeKalb County Tickets will not exchange or refund any ticket purchased except in the case of the cancellation of an event by User. Please be sure to include in your marketing and publicity materials this important information.

E. Reports and Settlement

1. **Access:** Grant User access to all Event sales reports, audits, and patron data through ticketing website and a Provider-issued security password.
2. **Data:** Grant User ownership exclusive rights to patron data collected through online and charge-by-phone ticket sales to all of User's events.
3. **Settlement:** DeKalb County Tickets shall issue a settlement check to User for all tickets sold for User's event within 5 business days of the Event Date listed on page one of this agreement. The settlement check will be less any monies due to DeKalb County Tickets per Section C of this agreement. If User requests settlement to occur via bank wire transfer, there will be a \$35.00 fee added per transfer.
4. **Privacy:** DeKalb County Tickets shall not divulge, share, or distribute any Box Office or ticketing data with any person or entity unless they are listed on this agreement. No one except those designated will be given information or reports on how tickets sales are going, how much income has been generated, or any other aspect of Box Office sales. Should anyone ask for Box Office data and their name is not listed on this agreement, then their request will be declined. THERE ARE NO EXCEPTIONS! THIS IS PRIVATE FINANCIAL DATA AND WILL NOT BE SHARED WITH ANYONE EXCEPT THOSE PERSONS DESIGNATED.

F. Taxes

User shall include within the face value of its Tickets on DeKalb County Tickets system all city, county, municipality, district, state or federal taxes that apply to the admission, Ticket, or right to occupy a seat at the Event covered under this Agreement. User assumes all responsibility for including all applicable taxes in the face value and for payment of such taxes to the appropriate authorities.

G. Standard Terms and Conditions

1. This Agreement consists of this Agreement, Exhibit A, and Exhibit B.
2. **No Assignment:** This Agreement may not be assigned or transferred by User.
3. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any legal action arising out of this Agreement must be brought before the courts of DeKalb County, Illinois.
4. **Indemnity:** User agrees to indemnify, defend and hold harmless DeKalb County Tickets/Preservation of Egyptian Theatre, Inc., its board members, agents, volunteers, and employees from all demands, claims, suits, actions, liabilities, costs and expenses (including attorney's fees and all other legal expenses) in connection with the loss of life, bodily injury or damage to property arising from any intentional, reckless, accidental or negligent conduct of User, its agents, employees, volunteers, servants, contractors, subcontractors, licensees, performers, invitees, or guests, in connection with the event on said date listed on this Agreement.

Nature of Agreement: Notwithstanding anything to contrary which may herein be contained, expressly, implied or otherwise, it is specifically understood and agreed by and between the parties hereto that this is a contractual relationship to provide services specifically outlined for User by DeKalb County Tickets. User may not assign any right hereunder to any other party.

I, named on Exhibit A as the primary contact and below (and known as "User" throughout this Agreement), have read and understand the terms and conditions of this Agreement and agree to abide by the terms and conditions of this Agreement and agree to make full and adequate payments according to the terms and conditions of this Agreement:

DeKalb County Tickets

USER : _____

By: _____

Signature: _____

Date: _____

Date: _____

Name: _____

DeKalb County Tickets Box Office

Title: _____

Egyptian Theatre

135 N. 2nd Street, DeKalb, IL 60115

Exhibit A: "User" Information

Legal Name (Business/Organization): _____

Type of Entity (e.g. corporation, LLC, Partnership, etc.): _____

"Doing Business As" Name: _____

Federal Tax ID Number: _____

User Street Address: _____

User Mailing Address: _____

User Office Phone Number: _____ Fax: _____

User Website Address: _____

Primary Contact Name: _____ Title: _____

Phone Number: _____ Email: _____

Secondary Contact Name: _____ Title: _____

Phone Number: _____ Email: _____

Credit Card Information for Fees, Chargebacks, and other charges not covered by settlement:

Name on Card: _____

Credit Card Number: _____

Security Code (3-4 digits): _____ Expiration Date: _____

Credit Card Billing Address: _____

City: _____ State: _____ Zip: _____

Signature of Card Holder: _____

Date Signed: _____

Exhibit B: User Fees

Regular Rate

General Admission – 1 st Performance/Event	\$40
General Admission – Additional Performances/Events	\$20/each
Reserved Seating – 1 st Performance/Event	\$100
Reserved Seating – Additional Performances/Events	\$50/each

DeKalb County Non-Profit Partnership (DCNP) Members*

General Admission – 1 st Performance/Event	\$0
General Admission – Additional Performances/Events	\$20/each
Reserved Seating – 1 st Performance/Event	\$50
Reserved Seating – Additional Performances/Events	\$25/each

*DCNP members must be active/paid members per DCNP records at the time of the submission of this agreement. Any disputes on membership status will need to be worked out with DCNP.

On Site Box Office at Event

We would handle Will Call pick up and sales at door.

We would provide equipment for one station to process payment, starting change, and ticket stock.

We would provide trained staff on site at your event. Most small events can be done by one person.

\$25/hour per person (minimum 2 hours)

With 4 or more selling stations and/or scanning a site supervisor is required at \$50/hour

\$50 site setup fee (per event indoors)

Site setup fee for outdoor events to be negotiated based on event needs.

Rental costs for additional equipment above one station:

Selling station (laptop and printer) - \$250 per station

Ticket scanner - \$200 per scanner