

**Ticketing Management and Distribution Agreement
between City of Orlando and Ticketmaster**

THIS TICKETING MANAGEMENT AND DISTRIBUTION AGREEMENT (“Agreement”) made effective as of the ___ day of _____, 2014 (“Effective Date”), by and between the City OF ORLANDO, a Florida municipal corporation (“City”) and TICKETMASTER L.L.C., a Virginia limited liability company (“Ticketmaster”).

WITNESSETH

WHEREAS, the City and Orlando Events Center Enterprises, LLC (“OECE”) entered into an Events Center Use Agreement which was approved by Orlando City Council in December 2007; and

WHEREAS, the Events Center Use Agreement provided that OECE would be responsible for procurement of a ticketing management system for the Amway Center which would be used for both City and Magic events; and

WHEREAS, with City input on the request for proposal and on the proposal review process, OECE used a competitive procurement process by issuing a request for proposals for ticketing management system and selected Ticketmaster; and

WHEREAS, OECE and Ticketmaster subsequently entered into an agreement titled “Ticketing Management and Distribution Agreement between the Orlando Events Center Enterprises, LLC and Ticketmaster dated February 24, 2011 (hereinafter (“Master Agreement”)); and

WHEREAS, at the City’s request, OECE included a clause that allowed the Master Agreement terms and conditions to apply for ticketing management and distribution for other City venues if the City opted to do so; and

WHEREAS, the terms offered by Ticketmaster in its proposal to OECE are more favorable than previous contractual terms between the City and Ticketmaster and more favorable than the City would receive if ticketing management and distribution services for its Other City Venues (defined as the Orlando Citrus Bowl, Tinker Field, Orlando Soccer Stadium and other Orlando Venues Department venues) were separately procured without the Amway Center ticketing being included in the procurement.

NOW, THEREFORE, for and in consideration of the above premises, the promises and provisions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged by the parties, the parties agree as follows:

1. Recitals. The above premises are true and correct and are incorporated herein as material provisions of this Agreement.

2. **Term.** Subject to the termination provisions contained herein, this Agreement shall be for an initial term commencing on October 1, 2014 and ending on September 30, 2019 or the date of the expiration or termination of the Master Agreement or this agreement, whichever occurs last.

3. **Incorporation of Terms.** Except as otherwise specifically provided in this Agreement, City and Ticketmaster agree that all terms of the Master Agreement, including without limitation, the insurance and indemnification obligations of Sections 16 and 21 of the Master Agreement, respectively, are hereby incorporated by reference and shall be applicable to the Other City Venues at the City's option. Provided however, the City may satisfy the insurance obligations through its self-insurance program.

4. **Excluded Attractions.** The City and Ticketmaster agree that in addition to the Excluded Attractions as defined in Section 1(y) of the Master Agreement, events contracted by Florida Citrus Sports at the Florida Citrus Bowl will also be Excluded Attractions.

5. **Hardware and Software.** In a manner consistent with the requirement of the Master Agreement, Ticketmaster agrees to provide, maintain and upgrade appropriate hardware and software to effectively manage box office operations for the Other City Venues, including the necessary upgrades for the renovated Florida Citrus Bowl and new equipment for the Orlando Soccer Stadium together with a total value of \$315,425.44 (three hundred fifteen thousand four hundred twenty-five dollars and forty-four cents) as listed in Exhibit A attached.

6. **Other City Venues Fees.** For Other City Venues aside from Amway Center, the City shall not be obligated to pay Ticketmaster the per ticket fee for tickets sold at the Orlando Venues Box offices. All other terms of the Master Agreement shall apply to such Other City Venues ticket sales unless otherwise agreed by Ticketmaster and City's Orlando Venues Department Executive Director. The parties affirm that the currently in effect 2014 Other City Venues convenience charge rate will continue with annual increases at the same rates provided in the Master Agreement.

7. **Termination for Convenience.** The City's Chief Procurement Officer may at his sole discretion terminate performance of work under this Agreement for the Other City Venues in whole, or in part, for the convenience of the City upon ninety (90) days prior written notice to Ticketmaster. Provided that, in the event of such a termination, the City agrees that it will put any new contracts out for competitive procurement if required by applicable law and that Ticketmaster shall be entitled to participate in any such process unless suspended or debarred under the relevant provisions of Chapter 7 of the City Code. Furthermore, if the City exercises its option to terminate this Agreement for the convenience of the City effective prior to September 30, 2019, the City shall reimburse Ticketmaster for the \$315,425.44 investment detailed in Exhibit "A" on a pro rata basis amortized over the sixty month (October 1, 2014 to September 30, 2019) initial term of this Agreement. Specifically, for each month remaining in the initial term at the time of the City's termination for convenience, the City shall pay Ticketmaster \$5,257.09 (\$315,425.44 divided by 60 months).

8. Effectiveness of Termination. The termination of this Agreement shall not effect the obligations and duties of the parties incurred or accrued through and including the date of termination.

9. Notices. All notices required or permitted to be given under this Agreement must be in writing and must be delivered to Ticketmaster or the City at its address set forth below (or such other address as may hereafter be designated by such party in writing). The parties' addresses for the delivery of all such notices are as follows:

Notices to City shall be submitted to the following:

Chief Procurement Officer
Fourth Floor, City Hall
400 S. Orange Avenue
Orlando, Florida, 32801
Fax: (407) 246-2869

With a copy to:

Venues Executive Director Allen Johnson
400 W. Church Street
Orlando, Florida, 32802
(407) 440-7070
Fax: (407) 440-7001

Notices to Ticketmaster shall be submitted to:

Ticketmaster
Attn: Kyle Hannaford-Sr. Director of Legal
Address: 7060 Hollywood Blvd.
Hollywood, CA 90028

With a copy to:

Name: Tim O'Leary
Address 150 N. Orange Ave, Suite 301, Orlando, FL 32801
Attn.: VP Client Development
Fax: (407) 839-0432

Notices shall be either: (1) personally delivered (including delivery by Federal Express or other courier service) to the addresses set forth above, in which case they shall be deemed delivered on the date of delivery; (2) sent by certified mail, return receipt requested, in which case they shall be deemed delivered on the date shown on the receipt unless delivery is refused or intentionally delayed by the addressee, in which event they shall be deemed delivered on the date of deposit in the U.S. Mail; or (3) transmitted via telecopier using the telecopier number

provided above, in which case the delivery shall be deemed to have occurred on the day of the transmission, provided that the time and date of transmission is before 5:00 p.m. eastern standard time on a business day of the City or, if not, delivery shall be deemed to have occurred on the next business day of the City after the transmission. Unless and except to the limited extent that a different City official has been designated herein to take a particular action on behalf of the City, the City's Director of Purchasing or designee(s) shall have full authority to send and receive all notices and to take all other actions on behalf of the City related to this Agreement.

10. Miscellaneous.

A. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon the parties and their legal representatives, successors and assigns.

B. Waiver of Breach. The waiver by any party of a breach of any provision, agreement or covenant of this Agreement by the other party shall not operate or be construed as a waiver of any subsequent breach of the same or any other provision, agreement or covenant by such other party.

C. Entire Agreement. This Agreement is intended by the parties hereto to be the final expression of their agreement and is a complete and exclusive statement thereof notwithstanding any representation or statements to the contrary heretofore made. This Agreement may be amended only if such amendment is in written form and executed by the parties.

D. Construction. This Agreement shall be construed fairly, in accordance with the plain meaning of its terms, and there shall be no presumption or inference drawn against the party drafting this Agreement in interpreting the provisions hereof.

E. Applicable law; Venue. The laws of the State of Florida shall govern any and all claims arising under this Agreement. Venue of any action arising hereunder or in any manner related to this Agreement shall lie in Orange County, Florida.

F. Non-Waiver of Sovereign Immunity. Nothing contained in this Agreement or in any instruments executed pursuant to the terms of this Agreement shall be construed as a waiver or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement in manner and form sufficient to bind them as of the day and year first above written.

Signed in the presence of:

TICKETMASTER L.L.C.

Name: _____

By: _____
Name: _____
Title: _____

Name: _____

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014 by _____, as _____ of TICKETMASTER. He/She is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public - State of Florida
Commission No.: _____
Commission Expires: _____

Signed in the presence of:

CITYOF ORLANDO

Name: _____

By: _____
Chief Procurement Officer

Date: _____

Name: _____

Approved As To Form And Legality
(for the use and reliance of the
City of Orlando, Florida only)

_____, 2014

Chief Assistant City Attorney

EXHIBIT A

HARDWARE

1. Facility Box Office Hardware-Citrus Bowl

<u>Quantity</u>	<u>Description</u>	<u>Value</u>
25	Wyse Terminals	\$12,850.00
25	Credit card swipers	\$ 1,700.00
26	LCD Monitors	\$ 5,486.00
28	Lemur -S Ticket Printers	\$44,072.00
1	Ethernet Switch	\$ 849.00

2. AccessManager Hardware-Citrus Bowl

<u>Quantity</u>	<u>Description</u>	<u>Value</u>
10	Paperless Kits	\$9,840.00
120	Janam XM66 Scanners	\$128,760.00
120	Spare Batteries	\$ 5,280.00
1	Network Server/Rack Mount	\$ 2,429.00
1	Router	\$ 1,488.00
30	XM66 4 slot Chargers	\$10,290.00
20	XM66 6 slot Chargers	\$ 5,500.00

Total Values with tax and shipping: \$249,112.96

1. Facility Box Office Hardware-Soccer Stadium

<u>Quantity</u>	<u>Description</u>	<u>Value</u>
8	Wyse Terminals, cc swipe and monitor	\$6,256.00
8	Lemur-s Ticket Printers	\$12,592.00
1	Ethernet Switch	\$ 566.00

2. AccessManager Hardware-Soccer Stadium

Quantity	<u>Description</u>	<u>Value</u>
8	4 Slot Battery Chargers	\$ 2,744.00
30	Scanners	\$32,190.00
30	Spare Batteries	\$ 1,390.00
1	Network Server/Rack Mount	\$ 2,429.00
5	6 Slot Battery Chargers	\$ 1,020.00
1	Network Router	\$ 1,488.00

Total Value with tax and shipping: \$66,312.48