

RENEWAL OF TICKETING SERVICES AGREEMENT

THIS AGREEMENT is made this May 9, 2011 by and between City of Savannah-Savannah Civic Center. ("THE CLIENT") hereinafter referred to as THE CLIENT and Intelli-Mark Technologies, Inc. (hereinafter referred to as "INTELLI-MARK" or "ETI.X"). Correspondence concerning this agreement shall be sent to 301 W. Oglethorpe St. Savannah, GA 31402 and to Intelli-Mark Technologies at 909 Aviation Parkway, Suite 900, Morrisville, NC 27560

IN CONSIDERATION of the mutual covenants contained herein being kept paid and performed, the parties hereto agree as follows:

- I. DEFINITIONS: As used through this Agreement.
 - A. ATTRACTION shall mean the theatrical production, sporting event, permanent or temporary exhibit or other entertainment feature produced or presented, in whole or in part, by THE CLIENT for which tickets are sold. An Attraction may only be one event if only one event is presented. It may also encompass more than one event or a series of events.
 - B. FACILITY VENUE shall mean the theater, arena, stadium, concert hall, or other premises where an Attraction is to be performed.
 - C. OPEN SEATS shall mean the Tickets to an Attraction available for sale to the public.
 - D. OPEN ADMISSIONS shall mean the Tickets to an Attraction available for sale to the public.
 - E. CONVENIENCE FEE shall mean monies charged to Ticket purchasers by INTELLI-MARK for the Ticket purchaser's convenience of utilizing the SYSTEM.
 - F. SYSTEM shall mean the system developed and established by INTELLI-MARK, as modified from time to time, for the sale of Tickets via the Internet and permitting remote printing by purchasers of such TICKETS.
 - G. TICKETS shall mean evidence of the right to occupy space or obtain entry to the Attraction.
 - H. TOTAL RECEIPTS shall mean all monies received by CLIENT in connection with the sale of Tickets, exclusive of any Convenience Fee or handling fee, and any other fees due INTELLI-MARK, and applicable taxes.

- II. AUTHORIZATION. THE CLIENT hereby grants to INTELLI-MARK the exclusive authority to sell, on behalf of THE CLIENT, all available tickets through the SYSTEM for all events at the Attraction. This includes online, Point-of-sale or box office sales, phone orders group sales, all season tickets, mini plans with these exceptions:
 1. For events promoted by organizations who sell tickets not printed by the City's box office for which the City's box office only collects a fee. These are non-entertainment events that include specifically gun shows, dance recitals and super sales.

No third party companies, individuals, or organizations may sell any portion of the ticket inventory for any event. All online ticket sales shall transpire through Etix and according to the terms of this agreement It is understood that INTELLI-MARK does not guarantee that any minimum or fixed number of Tickets will be sold through the SYSTEM for the Attraction .

- III. TERM. The term of this Agreement shall be THREE (3) YEARS from the Effective Date. The contract will automatically renew for an additional THREE (3) YEARS unless notified otherwise within THIRTY (30) DAYS of the end of term.

IV. COMPENSATION AND AUDIT

- A. INTELLI-MARK shall be entitled to compensation for its services in connection with Ticket sales through the SYSTEM as follows:
1. For Internet sales, The CLIENT shall pay to INTELLI-MARK a Convenience Fee in the amount of One Dollar and Seventy-Five Cents (\$1.75) and further authorizes INTELLI-MARK to such Convenience Fee for their own respective accounts as compensation for effecting sales of the Tickets. CLIENT agrees to pay Bank Charge Card fees associated with Internet sales of Tickets through the system. The CLIENT will use its own merchant processing account for the purchase of all TICKETS.
 2. For Direct Pull and Box Office sales, Tickets (tickets sold by THE CLIENT), THE CLIENT agrees to pay INTELLI-MARK a licensing fee based on the number of tickets sold online as follows for each year of the Agreement. License fee shall be collected after the CLIENT'S final performance of each year for the term of the agreement:

#oftickets sold online	Licensing Fee	Notes
>20 000	FREE	
18001-20000	\$600	
16001-18000	\$1200	
14001-16000	\$1800	
12001-14000	\$2400	
10001-12000	\$3000	
8001-10000	\$3600	
6001-8000	\$4200	
4001-6000	\$4800	
2001-4000	\$5400	
0-2000	\$6000	

3. THE CLIENT has the OPTION to use the INTELLI-MARK phone center. For Phone Center sales, THE CLIENT shall pay INTELLI-MARK a Convenience Fee in addition to the convenience fee established above in IV A1 in the amount of \$4.50 per order and further authorizes INTELLI-MARK to such Convenience Fee for their own respective accounts as compensation for effecting sales of the Tickets.
4. Mail fulfillment center: THE CLIENT shall pay INTELLI-MARK a fee collected from consenting purchasers of Tickets that select the mail delivery method a postage and handling Fee in addition to the fees established above in IV A1 and IV A3 per order and further authorizes INTELLI-MARK to such Convenience Fee for their own respective accounts as compensation for effecting delivery of the Tickets. INTELLI-MARK will print thermal tickets and mail said tickets to ticket purchaser via standard First Class US mail.
5. THE CLIENT shall pay INTELLI-MARK a fee from consenting purchasers of Tickets that select the Express delivery method a shipping and handling Fee in addition to the fees established above in IV A1 and IV A3 per order for 2-day delivery of tickets and further authorizes INTELLI-MARK to such Convenience Fee for their own respective accounts as compensation for effecting delivery of the Tickets. INTELLI-MARK will print thermal tickets and mail said tickets to ticket purchaser via a two day guaranteed delivery carrier.

6. All other costs associated with the Attraction, including expenses associated with box office, labor and staffing shall be the sole responsibility of THE CLIENT.
7. An initial set up fee of \$0.00 is due upon execution of this agreement

B. N/A

C. THE CLIENT shall have the right at all reasonable times to examine and audit the records of INTELLI-MARK insofar as they relate to the Attraction. INTELLI-MARK shall keep adequate records reflecting Ticket transactions to allow THE CLIENT to make a meaningful Ticket audit.

V. OBLIGATIONS OF INTELLI-MARK

- A. INTELLI-MARK shall arrange for the sale of Tickets at THE CLIENT established prices as set forth on Exhibit A, plus applicable Convenience Fees.
- B. CLIENT shall collect the Total Receipts for each Attraction. CLIENT shall remit to INTELLI-MARK the applicable Convenience fees due to INTELLI-MARK from Ticket sales for Attractions each Monday for all events that transpired during the 7 days previous to the Monday of settlement. At the time payment is made, CLIENT shall furnish INTELLI-MARK an event audit report setting forth the Total Receipts for the Attraction in question, the deductions therefrom, and the net amount due INTELLI-MARK. Such event audit reports shall be conclusive as to all amounts contained therein unless within seven (7) days of the date such event audit report is provided to INTELLI-MARK, INTELLI-MARK notifies CLIENT in writing setting forth in reasonable detail the respects in which INTELLI-MARK believes the event audit report to be incorrect.
- C. INTELLI-MARK will adhere to the refund policy of CLIENT.
In the event of any cancellation of the Attraction or a charge back by a customer, CLIENT agrees to make refunds for Tickets (less INTELLI-MARK Convenience Fee) purchased through its SYSTEM for a period of 30 days after it is notified of such cancellation. Upon the expiration of said 30-day period, any amounts remaining from the Total Receipts for the cancelled Attraction, less all amounts due CLIENT from INTELLI-MARK, shall be remitted to CLIENT and CLIENT shall thenceforth be solely responsible for making any further refunds. The CLIENT shall indemnify and hold INTELLI-MARK harmless from any loss, liability, cost or expense arising from refund claims made after the expiration of said 30-day period.
- D. N/A
- E. INTELLI-MARK will provide technical support via phone support. Separate from this arrangement, On-site training may be mutually agreed upon by INTELLI-MARK and the CLIENT.
- F. One image space (sized at 101 pixels x 375 pixels) on the print at home ticket shall be reserved for Intelli-Mark Technologies to use at its discretion.
CLIENT has final approval of all images.

- G. On-site training may be mutually agreed upon by INTELLI-MARK and the CLIENT.

VI. OBLIGATIONS OF THE CLIENT. THE CLIENT agrees that it shall:

- A. CLIENT to withhold INTELLI-MARK convenience fee as defined in Section IV of this agreement.
 - B. Honor or cause to be honored all Tickets properly issued by INTELLI-MARK.
 - C. Comply with INTELLI-MARK' reasonable business practices concerning the return or exchange of Tickets, if any such were allowed.
 - D. Allow the sale of all Open Seats/Open Admissions associated with the Attraction via the SYSTEM. The availability and selection of Open Seats/Open Admissions shall be the same for both the SYSTEM and THE CLIENT box office operations, if any.
 - E. N/A
- F. IT IS THE RESPONSIBILITY OF THE CLIENT TO CHECK ALL DATA IN THE SYSTEM FOR ACCURACY BEFORE THE ONSALE DATE. ETIX IS NOT RESPONSIBLE OR LIABLE FOR ANY TYPOS OR MISTAKES PERTAINING TO TICKET PRICE, SPELLING, DATE, TIME, SEATING CHART OR ANY OTHER DATA ENTERED INTO THE SYSTEM.

VII. ADVERTISING. INTELLI-MARK may at its discretion, promote and advertise the Attractions and the availability of Tickets through the SYSTEM, and may use the name of THE CLIENT, the Attraction, the Facility, and the performers, artists, or other persons connected therewith. THE CLIENT shall, in advertising or other promotional material, which it creates, causes to be produced, controls, or recommends, to feature the Etix.com logo along with the tag:

"Purchase and print your own tickets at <www.savannahcivic.com >. Powered by <ETIX.com or Etix LOGO>"

VIII. INDEMNITY. Each party shall, at all times, indemnify, defend, and hold harmless the other party against and from all claims, actions, demands, costs, damages, losses, or expenses of any kind whatsoever, resulting from or connected with the indemnifying party's operation or the omission of any act, lawful or unlawful by the indemnifying party or its agents and employees.

IX. PREMATURE TERMINATION BY EITHER PARTY. Either party hereto may terminate this Agreement in the event that the other party:

- A. Fails to account and make payments hereunder, and such failure is not cured within ten (10) days after written notice thereof is sent to the other party; or
- B. Fails to perform any other obligation required of it hereunder, and such failure is not cured within thirty (30) days after written notice thereof is sent to the other party. Such termination shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. This Agreement shall automatically terminate in the event that either party suffers the appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency, or relief from the claims of creditors. No premature termination of the Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of the Agreement or arises under general principles of law.

- X. FORCE MAJEURE. Neither Party shall be responsible for any delay or failure of performance resulting from fire, strike, flood, labor dispute, domestic, or international unrest, delay in receipt of supplies, energy shortage, power failure, Internet failure, or any other cause beyond its reasonable control.
- XI. COMPLIANCE WITH LAW. The parties hereto shall each comply with all laws and regulations respectively applicable to each party in connection with the operations contemplated hereunder.
- XII. CONSTRUCTION. This is not an agreement of lease, partnership, or employment of INTELLI-MARK or any of INTELLI-MARK employees by THE CLIENT. INTELLI-MARK shall not order any merchandise or equipment, incur any indebtedness, enter into any undertaking or make any commitment in THE CLIENT name or purporting to be on THE CLIENT behalf, except as required to advertise, publicize, sell or do all things pursuant or incidental to the purposes and intents of the agreement. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Georgia.
- XIII. NOTICE. All notices, approvals, or requests in connection with this Agreement shall be deemed given when deposited in the United States mail, certified, return receipt requested, with postage prepaid, or when sent by telegram. Notices shall be sent to the parties at their respective addresses set forth in the first paragraph of this Agreement. Either party may change the address to which notices are to be sent by written notice to the other party.
- XIV. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written consent of the other, except to a successor (by merger, purchase of assets or stock, consolidation, etc.) to all or substantially all of the assets of the assignor. To the extent that an assignment is so permitted, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. Any other assignment or purported assignment of this Agreement shall be null and void.
- XV. CONFLICTS. In the event INTELLI-MARK shall have a separate agreement similar hereto with the owner or management of the Facility at which the Attraction is to be performed, such separate agreement shall apply to such Attraction unless INTELLI-MARK is otherwise directed by the owner or management of such facility.
- XVI. SEPARABILITY OF PROVISIONS. In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof but this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein.
- XVII. N/A
- XVIII. This Agreement contains all the terms agreed to between the parties. Statements or representations not included herein shall not be binding upon the parties, and no modifications or amendments of any of the terms hereof shall be valid or binding unless made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

CITY OF SAVANNAH-SAVANNAH CIVIC CENTER INTELLI-MARK TECHNOLOGIES

By: Rob Hernandez – City Manager

By: Krister Larson

Signed: _____

Signed:  _____

Date Signed: _____

Date Signed: June 2, 2017