

COMBINED arts media



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Agreement Instructions

In order to complete your registration request we need either a digital or physical signature on our service agreement (found on the following four pages). Once this document is signed please fax a copy back to our offices at (817)231-0045. In the cover letter include your name, the name of the group and contact information incase there are additional questions we might have.

SERVICE AGREEMENT

This Agreement is between COMBINED ARTS MEDIA, INC., a Texas corporation doing business as TicketstotheCity.com (referred to herein as “Provider”), and _____ (“referred to herein as “Subscriber”).

Recitals

Subscriber is a venue and/or provider of entertainment events. Provider has developed and operates a system to handle the online sale of tickets. With the acceptance of this agreement Subscriber is subscribing to Providers online ticketing service at no cost to the subscriber for the purpose of selling tickets to their events to the general public.

I. Purpose of Agreement

1.01. Subscriber grants Provider the exclusive right to handle online ticket sales to events produced by Subscriber during the term of this Agreement. Subscriber may also sell tickets to its events directly, i.e., through its box office, but shall not appoint or permit any other party other than Provider to sell tickets to its events online during the term of this Agreement.

II. Term of Agreement

2.01. This Agreement and the exclusive online ticket distributorship created under this Agreement shall take effect on the Effective Date set out below and shall continue in effect thereafter until terminated. Either party shall have the right to terminate this Agreement without cause upon thirty days’ written notice to the other party at the address provided below for notice to a party.

III. Online Ticketing

3.01. Subscriber's website must include a prominently placed link to Provider for customers to access Provider's online ticketing service and Subscriber shall do what it can to promote the service whenever possible via ads in its program, thru email blasts, in its newsletter or by other appropriate means.

3.02. Tickets purchased through Provider's online ticketing shall be distributed by Subscriber at its "will call" window or otherwise as Subscriber may determine. Provider shall not be responsible for printing tickets or delivering tickets to purchasers via mail, email or otherwise. Delivery of tickets to customers shall be the sole responsibility of Subscriber.

IV. Payment

4.01. Payment for tickets sold by Provider on behalf of Subscriber shall be made to Provider which shall be responsible for processing credit card payments for such sales. The price for such tickets shall be the sum of the price set by Subscriber, plus all service charges for credit card processing and service charges to Provider to compensate it for its services. Provider's service charge shall be set by Provider at its discretion and may be changed from time to time as determined by Provider and without notice to Subscriber.

4.02. Provider will be solely responsible for collecting and remitting all credit card processing fees to the bank or credit card processing service that provides such service. Provider will be paid for its services by retaining the service charge it imposes on ticket sales from its online ticketing service.

4.03. Subscriber will receive its ticket revenue from Provider in the following manner. On the first and third Monday of each month ("the settlement date"), beginning with the first Monday following the Effective Date of this Agreement, determine the total amount of ticket revenue due to Subscriber from ticket sales since the previous settlement date. Such ticket revenue shall then be paid to Subscriber at the address listed in this Agreement on or before the fifth day after the settlement date. Payment shall be accompanied by appropriate documentation from Provider confirming the amount of ticket revenue due to Subscriber for the relevant period. Subscriber shall receive the full value of the tickets sale price at the time of the transaction.

V. Refund Policy

5.01. Subscriber must maintain a refund policy and must display such refund policy on its website. Such refund policy must advise purchasers that refunds, if any, are the sole responsibility of Subscriber and not of Provider. Subscriber's refund policy must notify ticket purchasers that Provider is not responsible for refunds for any reason, including without limitation, cancellation or postponement of events, customer dissatisfaction with performances or seat location, lost, stolen, damaged or destroyed tickets, or any other reason. Such refund policy must be conspicuously displayed on Subscriber's website in such a manner that a ticket purchaser would necessarily be made aware of the policy.

VI. Indemnification

6.01. Subscriber indemnifies and holds Provider harmless from any claim by a ticket purchaser for a refund for any reason.

6.02. Subscriber indemnifies and holds Provider harmless from any and all claims of whatever kind arising out of or relating to the performance or event for which Provider handles ticket sales. Such claims shall include, but shall not be limited to, any claims that the event or performance violates any proprietary right of any other party.

6.03 Subscriber shall indemnify and hold Provider harmless from any liability for damage, costs, or other loss, including attorney's fees, incurred by Provider in connection with any such claim. Provider shall notify Subscriber of the assertion of any such claim and shall cooperate with Subscriber in the investigation and resolution of the claim.

VII. General Provisions

7.01. Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed sent when addressed to the other party at the address for notice specified below and deposited postage prepaid in the United States mail or transmitted to the other party by electronic mail.

7.02. This Agreement shall be deemed to have been made in, and shall be construed pursuant to, the laws of the State of Texas.

7.03. This Agreement is the complete and exclusive statement of the mutual promises and consideration of the parties, and supersedes and cancels any previous written and oral agreements and communications relating to the distribution of the Product that is the subject matter of this Agreement.

7.04. If any legal action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

7.05. Subscriber and Provider agree that this Agreement may be modified only by a written agreement duly executed by persons authorized to execute agreements on behalf of both Subscriber and Provider.

The Effective Date of this Agreement is: _____.

For: "Provider"

For: "Subscriber"

BY: _____



Combined Arts Media
720 Oakwood Trail
Fort Worth, TX 76112

BY: _____