

**Joint City of Dodge City/Ford County Meeting
Monday, November 18, 2024
City Commission Chambers/ City Hall
806 N. 2nd Avenue
6:00 P.M.
Meeting #5294**

CALL TO ORDER:

COUNTY COMMISSION ROLL CALL: Chairman Chris Boys

CITY COMMISSION ROLL CALL: Mayor Chuck Taylor

NEW BUSINESS:

- “Why Not Dodge” Sales Tax Budget Approval- Report by Finance Director, Nicole May
- VenuWorks Agreement Approval- Report by Assistant City Manager, Melissa McCoy and City Manager, Nick Hernandez
- Organizational Funding Requests Approval-Report by Assistant City Manager, Melissa McCoy
- Long Branch Lagoon Water Park Pumps and Motors Project Approval-Report by Director of Parks and Recreation, Daniel Cecil

ADJOURNMENT:

November 14, 2024

MEMO

TO: Commissioners

FROM: Nicole May, Finance Director

SUBJECT: 2025 Special Sales Tax Project Budget

The Sales Tax Project Budget consists of 4 Funds:

1. Operating Fund – Which is the main fund that is broken down into six departments:
 - a. Field Sports
 1. Field Maintenance
 2. Concessions
 3. Tournament
 - b. Administration
 - c. Motor Sports
 - d. Special Events Center
 - e. Outdoor Regional Aquatics Facilities
2. Sales Tax Fund-Depreciation and Replacement
3. Sales Tax Fund-Organizational Funding
4. Debt Service Fund

SALES TAX PROJECT – OPERATING FUND

The revenue that funds the Sales Tax Fund is a ½ cent City Sales Tax and a ½ County Sales Tax. Projected revenue in the Sales Tax Project Fund for 2025 is \$8,958,000. This is higher than what was budgeted for 2024 and slightly higher than actual collections for 2023, so far for 2024 sales tax collections are 4% greater than last year. There is also \$400,000 in revenues budgeted from the concessions, admissions and programming at the outdoor aquatics park. The other revenues that fund this budget are interest on idle funds, sign sponsorships, and athletic field sports revenue.

The total Field Sports Operations budget for 2024 is \$857,977. The Field Sports Operations budget includes the Field Maintenance, Concessions, and Tournaments.

Field Maintenance

The field sports budget includes:

Personal Services	\$352,262
Contractual	\$130,000
Commodities	\$95,000
Capital Outlay	\$41,000

The Personal Services, Contractual and Commodities line items reflect normal operating costs and reflect changes or increases in insurance and chemicals from the 2024 budget. There is an additional position included in this department that was previously budgeted in the facilities maintenance department.

Concessions

For 2025 the City will continue operating the concessions in house and operating all concessions with City employees. 2024 was the first year for this and was a learning year.

Athletic Fields Tournaments

The tournament director position is budgeted at \$83,115 including salaries and benefits. There is also \$156,600 budgeted for Athletic Fields Tournaments. This amount includes \$25,000 for the A's mini camps plus \$80,000 for tournament umpires contract labor, and \$50,000 for supplies for concessions.

Sales Tax Project Administration

The Administration Division includes Administrative costs, legal fees and other, organizational funding, and debt service.

Included in the Administration budget is \$150,000 for City Administration costs. The budget for legal fees and other contractual costs is \$5,300. The organizational funding account is budgeted at \$760,000. This \$760,000 is split \$300,000 to the City and \$300,000 to the County and then \$110,000 for Organizational Funding and an additional \$50,000 for grants for tourism related events. The actual amount will need to be formally approved by the CFAB and City/County Commissions at a later date. \$3,562,421 is budgeted for debt. This reflects \$2,868,738 for the bonds issued to fund the Special Events Center and \$693,683 for the bonds issued to fund the aquatics facility.

Special Events Center

\$1,427,950 is budgeted for the operating costs of the Special Events Center, \$15,000 for the arena football team and \$20,000 for the Soccer team and \$5,000 for a hockey event. In addition to the operations budget an additional \$50,000 is being proposed for capital

improvements. In addition to the operations of the Special Events Center \$40,000 is proposed for insurance for the United Wireless Arena and Conference Center and \$2,500 is budgeted for electricity for an LED sign.

The Business Plan for the United Wireless Arena for 2025 is also included in your packet.

Racetrack

The Dodge City Raceway Park budget is \$415,800. This includes the contract with Outlaw Productions in the amount of \$276,000. It also includes: temporary position during the racing season to take care of buildings and grounds; insurance; utilities; maintenance contract on the elevator; building maintenance; event clean up; and capital projects. Some maintenance items included in the proposed budget are plumbing and electric maintenance and rock for drainage control.

Facilities Maintenance

For 2025, this department has been combined with Athletic Field Maintenance.

Outdoor Regional Aquatics Facilities

\$858,945 is budgeted for the operating costs of the Regional Aquatics Park. This amount takes into consideration the City operating the facility for 2025. Included in this amount are personnel cost of \$490,000 which include a full-time manager, a seasonal assistant manager, a maintenance technician that would be shared with the Parks department and also other season position such as lifeguards, concessions and admissions. Contractual services in the amount of \$145,000 and commodities in the amount of \$190,000.

SALES TAX FUND-DEPRECIATION AND REPLACEMENT

In early 2010, the CFAB and City and County Commissions approved the establishment of a Depreciation and Replacement Fund for the Sales Tax Projects. Over the past couple of years, the Depreciation and Replacement fund has been the focus of discussion during budget time due to the number of years some of the projects have been in operation. In early 2023, \$2,500,000 was transferred. The budgeted transfer for 2024 is \$1,500,000; we should be able to transfer at least \$1,000,000. And the budget for 2025 is \$1,000,000

SALES TAX FUND-ORGANIZATIONAL FUNDING

The Interlocal Agreement has a provision that up to 15% of the sales tax collected can be transferred into a special fund. The receipt and expenditure of these funds are a separate process, action by CFAB and the City and County Commissions approves the amount of money transferred into this fund. Applications are accepted and approved as to the amount of money spent on individual projects. The amount proposed to be transferred in 2025 is \$760,000.

SEC REVENUE BOND FUND

This is a non budgeted fund and it accounts for the bond reserve that is required as the result of issuing revenue bonds for the events center and the aquatics facility. It also accounts for a monthly transfer from the operating fund and funds the interest and principal payments on the bonds when they are due.

I have included a graph which shows the outstanding amount of revenue bonds each year through 2035 as well as a graph that shows the payments due each year.

If you have questions or wish additional information, please let me know.

SALES TAX FUND - SPECIAL PROJECTS

FUND SOURCE: 1/2% City Sales Tax; 1/2% County Sales Tax.

GUIDELINES: On June 10, 1997, the voters went to the polls to approve a 1/2% Citywide Sales Tax and a 1/2% Countywide Sales Tax to fund Civic Center upgrades to air-conditioning and electrical, softball facilities and complex, a motor sports track, a special events center and other projects. 1/4% City and 1/4% County sales tax went into effect on October 1, 1997. The additional 1/4% City tax was added to fund these projects in January 2000, and the additional 1/4% County tax was added in June, 1999. Currently this fund is being funded at the full 1/2% City and 1/2% County Sales Taxes.

SALES TAX - SPECIAL PROJECTS	2023 Actual	2024 Estimate	2025 Budget
Unreserved Fund Balance, January 1	2,117,879	543,649	241,505
Revenues:			
Sales Tax	6,344,987	6,500,000	6,600,000
Sales Tax	1,491,217	1,600,000	1,700,000
Interest Income	83,651	60,000	70,000
Concessions	4,671	50,000	50,000
Field Rental	17,095	12,000	13,000
Other Athletic Field Inc	73,319	100,845	100,000
Sports Commission	27,773	25,000	25,000
Aquatics Park Revenue	382,545	425,000	400,000
Contributions & Donations	0	0	0
Sale of Scrap	0	0	0
TOTAL RECEIPTS	8,425,258	8,772,845	8,958,000
RESOURCES AVAILABLE	10,543,137	9,316,494	9,199,505
Expenditures:			
FIELD SPORTS			
FIELD MAINTENANCE			
Personal Services	241,974	315,018	352,262
Contractual	138,070	129,400	130,000
Commodities	127,293	94,500	95,000
Capital Outlay	0	41,000	41,000
Total - Field Maintenance	507,337	579,918	618,262
TOURNAMENTS			
Personal Services	62,234	69,817	83,115
Contractual	115,303	96,600	96,600
Commodities	13,843	10,000	60,000
Total - Tournaments	191,380	176,417	239,715
TOTAL FIELD SPORTS OPERATIONS	698,717	756,335	857,977

ADMINISTRATION			
Contractual	575,439	865,300	915,300
Commodities	0	0	
Payment for Expo Center	0	0	
Aquatics Park (to be reimbursed)		0	
Transfer to Depreciation & Replacement Fund	2,500,000	1,400,000	1,000,000
Series A & B - Debt Service (SEC-2009)	0	0	0
Series A 2015 - Debt Service (Water Park)	692,442	692,350	693,683
Series A 2016	2,781,304	2,824,701	2,868,738
Transfer to Event Fund	100,000	150,000	100,000
Other Payments	0	2,500	2,500
TOTAL - ADMINISTRATION	6,649,185	5,934,851	5,580,221
MOTOR SPORTS			
Personal Services	7,105	10,800	10,800
Contractual	478,963	351,500	355,000
Commodities	24,152	24,058	25,000
Capital Outlay	13,546	0	25,000
TOTAL - MOTOR SPORTS OPERATIONS	523,766	386,358	415,800
SPECIAL EVENTS CENTERS			
Contractual	1,022,929	1,156,000	1,427,950
Commodities	0	0	0
Insurance & Electrical	52,258	42,500	42,500
Capital Outlay	170,574	0	50,000
TOTAL - SPECIAL EVENTS CENTER	1,245,761	1,198,500	1,520,450
SALES TAX PROJECTS-FACILITIES MAINTENANCE			
Personal Services	0	0	0
Contractual	1,897	0	0
Commodities	0	0	0
TOTAL-FACILITIES MAINTENANCE	1,897	0	0
OUTDOOR REGIONAL AQUATICS FACILITY			
Personnel	513,788	483,395	490,000
Contractual	144,997	124,000	125,000
Insurance	19,996	10,000	20,000
Commodities	196,381	181,550	190,000
Capital Outlay	5,000	0	0
TOTAL-OUTDOOR REGIONAL AQUATICS FACIL	880,162	798,945	825,000
TOTAL EXPENDITURES	9,999,488	9,074,989	9,199,448
Unreserved Fund Balance, December 31	543,649	241,505	57

SALES TAX FUND-DEPRECIATION & REPLACEMENT

Sales Tax Fund-Depreciation & Replacement	2023 Actual	2024 Estimate	2025 Budget
Unreserved Fund Balance, January 1	856,840	1,187,209	1,739,209
Revenues:			
Transfer from Other Funds	2,227,939	1,500,000	1,000,000
TOTAL RECEIPTS	2,227,939	1,500,000	1,000,000
RESOURCES AVAILABLE	3,084,779	2,687,209	2,739,209
Expenditures:			
Capital Outlay	1,897,570	948,000	1,000,000
TOTAL EXPENDITURES	1,897,570	948,000	1,000,000
Unreserved Fund Balance, December 31	1,187,209	1,739,209	1,739,209

ST FUND - ORGANIZATIONAL FUNDING

ST - ORGANIZATIONAL FUNDING	2023 Actual	2024 Estimate	2025 Budget
Unreserved Fund Balance, January 1	334,493	361,757	355,757
Revenues:			
Non-Govt Grants	0	0	0
Sale of Labor and Material	0	0	0
Transfer from General Fund	0	0	0
Transfer from Other Funds	710,000	710,000	760,000
TOTAL RECEIPTS	710,000	710,000	760,000
RESOURCES AVAILABLE	1,044,493	1,071,757	1,115,757
Expenditures:			
Personal Services	0	0	0
Contractual	682,736	715,000	765,000
Commodities	0	1,000	1,000
Capital Outlay	0	0	0
TOTAL EXPENDITURES	682,736	716,000	766,000
Unreserved Fund Balance, December 31	361,757	355,757	349,757

Sales Tax Projects-Events Fund

Sales Tax Projects-Events Fund	2023 Actual	2024 Estimate	2025 Budget
Unreserved Fund Balance, January 1	2,350	19,119	39,119
Revenues:			
Contributions & Donations	95,519	100,000	100,000
Transfer from Other Funds	100,000	0	0
TOTAL RECEIPTS	195,519	100,000	100,000
RESOURCES AVAILABLE	197,869	119,119	139,119
Expenditures:			
Contractual	178,750	80,000	100,000
Capital Expenditures	0	0	0
TOTAL EXPENDITURES	178,750	80,000	100,000
Unreserved Fund Balance, December 31	19,119	39,119	39,119

DEBT SERVICE ACCOUNT

In June of 1998, two series of Revenue Bonds were issued to fund the construction of projects voted on by the citizens of Dodge City. Series A was issued in the amount of \$6,000,000 was issued to fund the construction of a fourplex softball complex, updates to the Cavalier Field baseball complex located behind Sheridan Activity Center, construction of soccer fields, addition of air-conditioning and mechanical and other updates to the Civic Center and updates to other baseball/softball fields in the community. Construction is complete on all of these projects. The Series A Revenue Bonds were paid off early when the new revenue bonds to fund the Special Events Center were issued.

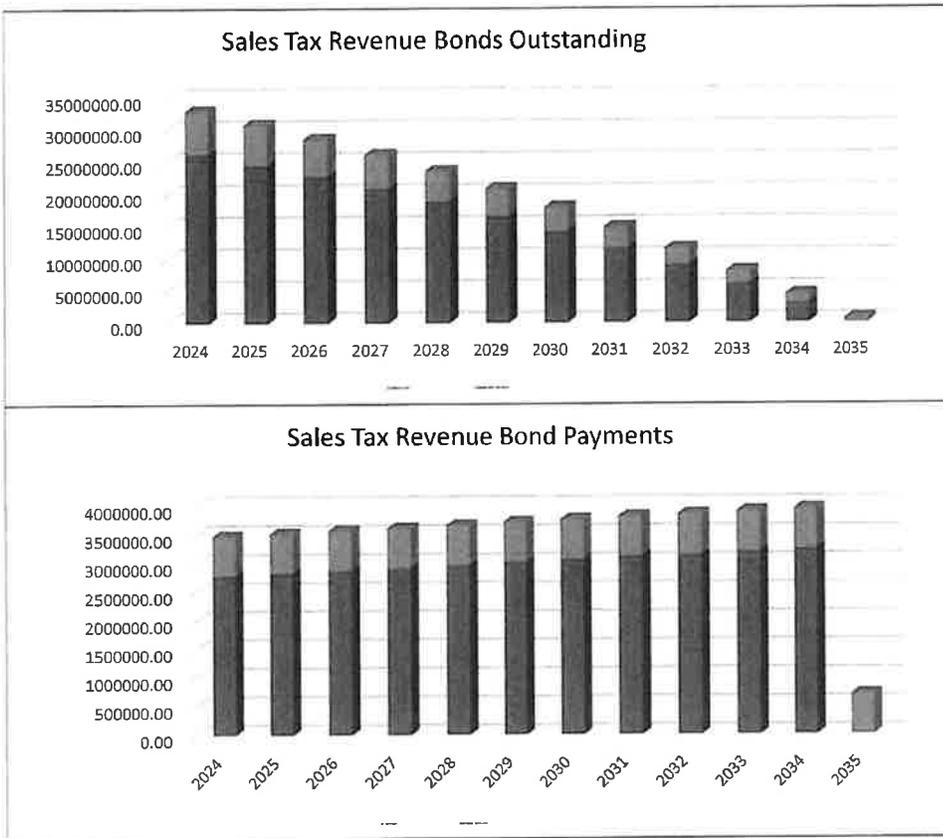
Construction of the Motor Sports Complex was completed in 2000 and the bonds issued for financing the project were paid off in 2008.

New Revenue Bonds were issued in 2009 to fund the Special Events Center. The Revenue Bond was issued in the amount of \$40,300,000. A reserve fund and debt service fund was required to be set up.

SEC Revenue Bond Fund	2023 Actual	2024 Estimate	2025 Budget
Reserve for Debt Service	1,019,535	1,174,907	1,013,518
Bond Reserve	3,312,765	3,351,128	3,351,128
Revenues:			
Investment Earnings	127,444	51,168	50,000
Other Financing	0	0	0
Transfer from Other Funds	2,781,304	2,587,955	2,868,738
TOTAL RECEIPTS	2,908,748	2,639,123	2,918,738
RESOURCES AVAILABLE	7,241,048	7,165,158	7,283,384
Expenditures:			
Debt - Principal	1,580,000	1,705,000	1,785,000
Debt-Interest	1,135,013	1,095,412	1,057,050
Transfers out	0	100	100
TOTAL EXPENDITURES	2,715,013	2,800,512	2,842,150
Reserved Fund Balance, December 31	4,526,035	4,364,646	4,441,234

Water Park Revenue Bond Fund	2023 Actual	2024 Estimate	2025 Budget
Reserve for Debt Service	277,825	320,348	263,631
Bond Reserve	665,338	668,228	668,228
Revenues:			
Investment Earnings	37,971	0	0
Transfer from Other Funds (for Debt Serv Pr	692,442	634,683	693,683
Transfer from Other Funds (for Reserve Fund	0	0	0
TOTAL RECEIPTS	730,413	634,683	693,683
RESOURCES AVAILABLE	1,673,576	1,623,259	1,625,542
Expenditures:			
Debt - Principal	440,000	455,000	475,000
Debt-Interest	245,000	236,300	218,100
Debt Service Fees	0	100	0
TOTAL EXPENDITURES	685,000	691,400	693,100
Reserved Fund Balance, December 31	988,576	931,859	932,442

The graphs depict the annual payments as well as the outstanding bond amounts in future years.



Capital Equipment Program Outline

Updated: 11/3/24

Dept.	Equipment Request	Fund	New/ Replace	2025	2026	2027	2028	2029
	Athletic Field Maintenance	110-5271	R	-	-	-	-	-
	18' Trailer		R	8,000	-	-	-	-
	Skid Steer Lease		R	15,000	-	-	-	-
	Snow Plows w/ Hookups (3)		R	45,000	-	-	-	-
	Line Painter		R	-	25,000	-	-	-
	Tractor		N	85,000	-	-	-	-
	Utility Vehicle		N	20,000	20,000	-	-	-
	1/2 Ton Trucks (2)		R	110,000	-	-	-	-
	1 Ton Flatbed		R	60,000	-	-	60,000	-
	Hustler 104" Mowers (2)		R	-	-	-	-	-
	Infield Groomer		R	30,000	-	-	-	-

CITY OF DODGE CITY
CAPITAL IMPROVEMENT PROGRAM 2024-2028

Updated: 11/3/24

Department	Project	Fund	2025	2026	2027	2028	2029	
SALES TAX FUND Long Branch Lagoon	Recoat Slides	ST	-	130,000	-	-	-	
	Repaint all pools	ST	-	-	-	130,000	165,000	
	3rd Slide	ST Depreciation	-	1,000,000	-	-	-	
	Wood cabanas	ST Depreciation	-	-	-	-	-	
	Concrete deck repairs and deck paint	ST	25,000	-	-	-	-	
	Deck furniture	ST	15,000	-	-	-	-	
	Restroom floor coverings & towel dryer	ST Depreciation	30,000	-	-	-	-	
	Chlorking Paddles	ST Depreciation	30,000	-	-	-	-	
	Pump and Motor Backups	ST	10,000	-	-	-	-	
	Turf grass and covered seating	ST Depreciation	-	-	-	-	-	
	Replace rope walkway panels	ST Depreciation	-	225,000	-	-	-	
	Walkin Freezer	ST Depreciation	15,000	-	-	-	-	
	New guard room	ST Depreciation	12,000	-	-	-	-	
	Wave machine	ST Depreciation	-	120,000	-	-	-	
				-	2,000,000	-	-	-
	Santa Fe Depot	7 Exterior Doors (\$3,500/Door)	ST Depreciation	-	-	-	-	-
		Building Supply Pump	ST Depreciation	-	-	-	-	-
		Rebuild Pressure Pump for Cooling Side (HVAC)	ST Depreciation	-	-	-	-	-
		Replace Mother Board Fire Alarm System	ST Depreciation	-	-	-	-	-
		Fan Coil Motor Replacements	ST Depreciation	-	-	-	-	-
Motor Replacements for HVAC Compressors (2)		ST Depreciation	-	-	-	-	-	
Repair South Stone Base Repair (Phased)		ST Depreciation	40,000	-	-	-	-	
Technology Upgrades for Conference Room		ST Depreciation	-	-	-	-	-	
Alarm System Upgrades		ST Depreciation	-	-	-	-	-	
Camera System		ST Depreciation	-	-	-	-	-	
Painting Facia & Soffit		ST Depreciation	-	-	-	-	-	

CITY OF DODGE CITY

CAPITAL IMPROVEMENT PROGRAM 2024-2028

Updated: 11/3/24

Department	Project	Fund	2025	2026	2027	2028	2029
Field Sports							
Cavalier Field							
	Cavalier Turf Replacement	ST Depreciation	400,000	-	-	-	-
	Tables and chairs for west patio	Sales Tax Fund	20,000	-	-	-	-
	Cavalier Replace Outfield Fence	ST Depreciation	-	150,000	-	-	-
	Cavalier Change Musco Lighting to LED	ST Depreciation	-	-	100,000	-	-
	Cavalier Replace Scoreboards	ST Depreciation	-	-	16,000	-	-
	Legends Park Phase II	Sales Tax Fund	-	-	-	9,000,000	-
Legends							
	Repaint Backstops & Dugouts 4 Fields Legends	Sales Tax Fund	-	-	-	-	-
	Robot Mowers	Sales Tax Fund	-	-	40,000	-	-
	Paint main building and ticket booth	Sales Tax Fund	100,000	-	-	-	-
	Legends Concrete entry road	ST Depreciation	-	-	-	-	-
	Picnic tables, bench seating, trash cans, planters	ST Depreciation	40,000	-	-	-	-
	Retaining walls around sidewalks to stop dirt from moving	Sales Tax Fund	20,000	-	-	-	-
	LED Entry sign	ST Depreciation	-	95,000	-	-	-
	Replace dugout fencing	ST Depreciation	40,000	-	-	-	-
	Camera System & Entry Gate Pad	ST Depreciation	60,000	-	-	-	-
	Update HVAC	ST Depreciation	65,000	-	-	-	-
	Information Kiosk	ST Depreciation	-	35,000	-	-	-
	New LED Field lights	ST Depreciation	-	200,000	-	-	-
	Upgrade fixtures in restrooms & expoxy floor	ST Depreciation	40,000	-	-	-	-
	Renovate scoreboxes	ST Depreciation	-	40,000	-	-	-
	Electronic pipe gate (north gate)	ST Depreciation	-	30,000	-	-	-
	Replace warning track with turf	ST Depreciation	-	120,000	-	-	-
	Update meeting room & umpire room	ST Depreciation	-	-	20,000	-	-
	Grandstand safety net	ST Depreciation	-	-	80,000	-	-
	Replace main building roof and ticket booth	ST Depreciation	-	-	300,000	-	-
	Returf 4 infields	ST Depreciation	-	-	-	1,000,000	-
	Add dirt practice fields	ST Depreciation	-	-	100,000	-	-
	Futsal courts	ST Depreciation	-	-	250,000	-	-
	Drainage	ST Depreciation	160,000	-	-	-	-
Thurrow							
Youth complex							
Soccer Complex							
	Soccer Complex Turf-Field #1 & #6	Sales Tax Fund	-	3,500,000	-	-	-
	Bleacher seating @ Soccer complex	Sales Tax Fund	-	50,000	-	-	-
	Total - Sales Tax Projects		1,217,000	7,695,000	906,000	10,130,000	165,000

CITY OF DODGE CITY
CAPITAL IMPROVEMENT PROGRAM 2024-2028

Updated: 11/3/24

Department	Project	Fund	2025	2026	2027	2028	2029
Racetrack	Light Repairs (Potential)	ST	-	-	-	-	-
	Replace Infield Sod & fix drainage issues	ST Depreciation	-	-	-	-	-
	Upgrade pit electrical outlets to 50 amp & replace posts	ST Depreciation	75,000	-	-	-	-
	Upgrade pit speakers	ST Depreciation	-	-	-	-	-
	Add additional overnight camping spots	ST Depreciation	-	-	-	-	-
	Main Ticket Booth Drainage & Painting	ST Depreciation	-	-	-	-	-
	Pit Ticket Booth Drainage & Painting	ST Depreciation	-	-	-	-	-
	Repaving Pit Parking & Entrance	ST Depreciation	-	-	-	-	-
	Flag Pole	ST Depreciation	20,000	-	-	-	-
Events Center	Parking Lot Repairs and Semi Drive	ST	-	-	-	-	-
	2nd Sheet of Ice		-	-	-	-	-

VENUWORKS OF DODGE CITY, LLC



FY(2025) ANNUAL BUDGET

UNITED WIRELESS ARENA

as of: 10/24/2024

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	FY(24) TOTAL
Revenue:													
Building Rent Income													
Facility Rent	30,625	30,625	30,625	30,625	30,625	30,625	30,625	30,625	30,625	30,625	30,625	30,625	367,500
Subtotal	30,625	367,500											
Contractually Obligated Income													
Naming Rights Revenue	12,085	12,085	12,085	12,085	12,085	12,085	12,085	12,085	12,085	12,085	12,085	12,085	145,020
Banking	2,368	2,368	2,368	2,368	2,368	2,368	2,368	2,368	2,368	2,368	2,368	2,368	28,419
Other Sponsorships-DC Days Concert	0	0	0	0	0	0	10,000	0	0	0	0	0	10,000
Vending and Pouring Revenues	542	542	542	542	542	542	542	542	542	542	542	542	6,500
Signage Revenue	1,189	1,189	1,189	1,189	1,189	1,189	1,189	1,189	1,189	1,189	1,189	1,189	14,269
Suite / LOGE Seats	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	14,994	179,931
Subtotal	31,178	31,178	31,178	31,178	31,178	31,178	41,178	31,178	31,178	31,178	31,178	31,178	384,138
Reimbursed Event Expenses													
Reimbursed In-House Equipment	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	4,167	50,000
Reimbursed Event Labor	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	4,000	48,000
Reimbursed Contract Labor	13,167	13,167	13,167	13,167	13,167	13,167	13,167	13,167	13,167	13,167	13,167	13,167	158,000
Reimbursed Credit Card Fees	913	913	913	913	913	913	913	913	913	913	913	913	10,950
Reimbursed Event Advertising	8,542	8,542	8,542	8,542	8,542	8,542	8,542	8,542	8,542	8,542	8,542	8,542	102,500
Reimbursed Expenses-Other	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	2,558	30,700
Reimbursed Outside Expense	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	3,333	40,000
Subtotal	36,679	440,150											
Food & Beverage Income-Concessions													
Food Sales-Concessions	17,500	7,500	25,000	17,500	17,500	17,500	10,000	10,000	10,000	10,000	25,000	12,500	180,000
NA Beverage Sales-Concessions	7,500	6,500	15,000	7,500	7,500	7,500	6,500	6,500	6,500	6,500	7,500	7,500	92,500
Beer Sales-Concessions	0	10,000	7,500	15,000	15,000	15,000	10,000	7,500	7,500	7,500	7,500	7,500	110,000
Wine Sales-Concessions	0	150	50	150	150	150	150	50	150	150	150	100	1,400
Liquor Sales-Concessions	0	7,500	5,000	7,500	7,500	7,500	5,000	5,000	5,000	7,500	5,000	5,000	67,500
Subtotal	25,000	31,650	52,550	47,650	47,650	47,650	31,650	29,050	29,150	31,650	45,150	32,600	451,400
Food & Beverage Income-Catering													
Food Sales-Catering	25,000	35,000	100,000	25,000	15,000	15,000	15,000	25,000	25,000	25,000	30,000	50,500	385,500
NA Beverage Sales-Catering	1,250	1,750	8,000	1,250	750	250	250	1,000	1,000	1,500	1,500	2,000	20,500
Beer Sales-Catering	2,000	2,500	1,500	2,000	1,500	1,500	1,500	2,000	2,000	2,500	2,500	5,000	26,500
Wine Sales-Catering	100	100	50	50	50	50	50	50	50	50	50	50	700
Liquor Sales-Catering	1,500	3,500	1,500	2,500	1,500	1,500	1,500	2,500	2,500	2,500	2,500	6,500	30,000
Service Charges-Catering	5,970	8,570	22,210	6,160	3,760	3,660	3,660	6,110	6,110	6,310	7,310	12,810	92,640
Subtotal	35,820	51,420	133,260	36,960	22,560	21,960	21,960	36,660	36,660	37,860	43,860	76,860	555,840
Other Event Income													
Ticket Revenue/Co-Pro Revenue/Event Fund	97,917	97,917	97,917	97,917	97,917	97,917	97,917	97,917	97,917	97,917	97,917	97,917	1,175,000
Facility Fee Revenue/Parking Fee	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	13,333	160,000
Ticket Rebate Revenue	3,104	3,104	3,104	3,104	3,104	3,104	3,104	3,104	3,104	3,104	3,104	3,104	37,250
Merchandise Revenue	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	1,667	20,000
Box Office Fees	125	125	125	125	125	125	125	125	125	125	125	125	1,500
Subtotal	116,146	1,393,750											

VENUWORKS OF DODGE CITY, LLC



FY(2025) ANNUAL BUDGET

UNITED WIRELESS ARENA

as of: 10/24/2024

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	FY(24) TOTAL
Other Income													
Interest Revenue	15	15	15	15	15	15	15	15	15	15	15	15	180
ATM Fees revenue	25	25	25	25	25	25	25	25	25	25	25	25	300
Miscellaneous Income	250	250	250	250	250	250	250	250	250	250	250	250	3,000
Subtotal	290	3,480											
Skating Income													
Skating-Roller/Ice/Hockey	0	0	0	0	0	3,500	3,500	3,500	3,500	3,500	6,000	6,500	30,000
Subtotal	0	0	0	0	0	3,500	3,500	3,500	3,500	3,500	6,000	6,500	30,000
Total Revenue	275,738	297,988	400,728	299,528	285,128	288,028	282,028	284,128	284,228	287,928	309,928	330,878	3,626,258

Cost of Goods Sold: F & B

Concessions

Food-Concessions	6,125	2,625	8,750	6,125	6,125	6,125	3,500	3,500	3,500	3,500	8,750	4,376	63,001
Non-Alcoholic Beverages-Concessions	2,625	2,275	5,250	2,625	2,625	2,625	2,275	2,275	2,275	2,275	2,625	2,625	32,375
Beer-Concessions	2	3,500	2,625	5,250	5,250	5,250	3,500	2,625	2,625	2,625	2,625	2,625	38,502
Wine-Concessions	0	53	18	53	53	53	53	18	53	53	53	35	490
Liquor-Concessions	2	2,625	1,750	2,625	2,625	2,625	1,750	1,750	1,750	2,625	1,750	1,750	23,627
Subtotal	8,754	11,078	18,393	16,678	16,678	16,678	11,078	10,168	10,203	11,078	15,803	11,411	157,995

Catering

Food-Catering	8,750	12,250	35,000	8,750	5,250	5,250	5,250	8,750	8,750	8,750	10,500	17,675	134,925
Non-Alcoholic Beverages-Catering	438	613	2,800	438	263	88	88	350	350	525	525	700	7,175
Beer-Catering	700	875	525	700	525	525	525	700	700	875	875	1,750	9,275
Wine-Catering	35	35	18	18	18	18	18	18	18	18	18	18	245
Liquor-Catering	525	1,225	525	875	525	525	525	875	875	875	875	2,275	10,500
Subtotal	10,448	14,998	38,868	10,780	6,580	6,405	6,405	10,693	10,693	11,043	12,793	22,418	162,120

Total Cost of Goods Sold	19,202	26,075	57,260	27,458	23,258	23,083	17,483	20,860	20,895	22,120	28,595	33,829	320,115
---------------------------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	---------------	----------------

Gross Profit	256,537	271,913	343,468	272,071	261,871	264,946	264,546	263,268	263,333	265,808	281,333	297,050	3,306,143
---------------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------	----------------	------------------

Personnel Services:

Full-Time staff	95,938	95,938	95,938	95,938	95,938	95,938	95,938	95,938	95,938	95,938	95,938	95,938	1,151,250
Support staff	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	7,083	85,000
Event staff	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	28,333	340,000
Taxes	13,393	13,393	13,393	13,393	13,393	13,393	13,393	13,393	13,393	13,393	13,393	13,393	160,713
Benefits	12,472	12,472	12,472	12,472	12,472	12,472	12,472	12,472	12,472	12,472	12,472	12,472	149,663
Payroll Professional Fees	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	25,200
subtotal	159,319	1,911,825											

VENUWORKS OF DODGE CITY, LLC



FY(2025) ANNUAL BUDGET

UNITED WIRELESS ARENA

as of: 10/24/2024

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	FY(24) TOTAL
General and Administrative:													
Postage	100	100	100	100	100	100	100	100	100	100	100	100	1,200
Office Supplies	320	320	320	320	320	320	320	320	320	320	320	320	3,840
Computer Software & Supplies	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	1,250	15,000
IT Support	300	300	300	300	300	300	300	300	300	300	300	300	3,600
Printing/copier	450	450	450	450	450	450	450	450	450	450	450	450	5,400
Dues & Subscriptions	1,060	1,060	1,060	1,560	1,260	1,060	1,310	1,060	1,060	1,060	1,960	1,060	14,570
Employee Training	625	625	625	625	625	625	625	625	625	625	625	625	7,500
Licenses & Permits	340	340	340	340	340	340	340	340	340	340	340	340	4,080
Employee Recognition	450	450	450	450	450	450	450	450	450	450	450	1,150	6,100
Travel	1,000	1,000	1,000	1,000	1,000	4,500	1,000	1,000	3,000	1,000	1,000	1,000	17,500
Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0
subtotal	5,895	5,895	5,895	6,395	6,095	9,395	6,145	5,895	7,895	5,895	6,795	6,595	78,790
Occupancy:													
Operational Supplies	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,975	1,575	1,575	1,575	14,700
Tools, small equipment & furniture	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Custodial Supplies	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	1,300	15,600
Telephone/Internet	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	1,950	23,400
Insurance	4,425	4,425	4,425	4,425	4,425	4,425	5,350	5,350	5,350	5,350	5,350	5,350	58,650
Maintenance Contracts	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	3,700	44,400
HVAC R & M	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	60,000
Equipment R & M	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	3,610	6,110	3,610	45,820
Building R & M	4,250	4,250	4,250	4,250	4,750	4,750	4,750	4,250	4,250	4,250	4,250	4,250	52,500
Fuel & Vehicle Costs	150	150	150	150	150	150	150	150	150	150	150	150	1,800
Utilities	22,650	22,650	22,650	26,250	26,250	34,750	39,750	39,750	40,750	35,750	35,150	35,150	381,500
subtotal	49,035	49,035	49,035	52,635	53,135	61,635	67,560	67,060	69,035	63,635	65,535	63,035	710,370
Services/Operations:													
Uniforms	345	345	345	345	345	345	345	345	345	345	345	345	4,140
Marketing (Facility)	675	1,175	1,675	2,675	675	1,675	1,175	3,175	2,675	675	1,175	2,175	19,600
Professional Fees	365	350	12,375	12,350	375	350	375	1,350	375	350	375	375	29,365
Contracted Services	4,425	4,425	4,425	4,425	4,425	4,425	4,425	4,425	4,425	4,425	4,425	4,425	53,100
Rental Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0
Management Fees	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	5,500	66,000
Food & Beverage Commission Fee	3,041	4,154	9,291	4,231	3,511	3,481	2,681	3,286	3,291	3,476	7,121	8,758	56,317
Commission Fees-COI	2,494	2,494	2,494	2,494	2,494	2,494	3,294	2,494	2,494	2,494	2,494	2,494	30,731
Credit card fees	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	1,925	23,100
Sales Tax Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Over/Short	0	0	0	0	0	0	0	0	0	0	0	0	0
Bad Debt	0	0	0	0	0	0	0	0	0	0	0	0	0
Stakeholder Obligations	29,500	2,917	17,917	4,917	13,917	6,917	2,917	2,917	2,917	2,917	17,917	11,834	117,500
Signage	250	250	250	250	250	250	250	250	250	250	250	250	3,000
subtotal	48,520	23,534	56,196	39,111	33,416	27,361	22,886	25,666	24,196	22,356	41,527	38,081	402,853

VENUWORKS OF DODGE CITY, LLC



FY(2025) ANNUAL BUDGET

UNITED WIRELESS ARENA

as of: 10/24/2024

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	FY(24) TOTAL
Event Expenses:													
Outside expense - event	2,781	2,781	2,781	2,781	2,781	2,781	2,781	2,781	2,781	2,781	2,781	2,781	33,375
Event Advertising	6,875	6,875	6,875	6,875	6,875	6,875	6,875	6,875	6,875	6,875	6,875	6,875	82,500
Event Insurance	183	183	183	183	183	183	183	183	183	183	183	183	2,200
Contracted Services	28,125	28,125	28,125	28,125	28,125	28,125	28,125	28,125	28,125	28,125	28,125	28,125	337,500
Event Supplies	433	433	433	433	433	433	433	433	433	433	433	433	5,200
Merchandise Expense	0	0	5,000	0	0	0	0	0	0	0	5,000	0	10,000
Backstage Catering	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	2,917	35,000
Event Rental Equipment	0	0	0	0	0	0	0	0	0	0	0	0	0
Talent Fees/Co-Pro Expenses	79,083	79,083	79,083	79,083	79,083	79,083	79,083	79,083	79,083	79,083	79,083	79,083	949,000
Concession Exp/NonProfit Group Commissions	633	633	633	633	633	633	633	633	633	633	633	633	7,600
Music License Expense	0	0	0	0	0	0	0	0	0	0	0	0	0
Ticketing Credit Card Fees	965	965	965	965	965	965	965	965	965	965	965	965	11,580
subtotal	121,996	121,996	126,996	121,996	126,996	121,996	1,473,955						
F&B Expenses:													
Supplies-Paper Goods & Consumables	0	0	0	0	0	0	0	0	0	0	0	0	0
Rental Equipment & Smallwares	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	1,025	12,300
Linens	3,000	3,000	3,000	2,500	2,000	2,000	2,000	2,500	2,500	2,000	2,000	6,000	32,500
Uniforms	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Licenses, Fees & Permits	0	3,800	2,100	0	0	0	0	0	0	0	0	0	5,900
Repairs & Maintenance	3,800	5,550	3,800	3,800	3,800	3,800	3,800	5,550	3,800	3,800	3,800	3,800	49,100
Signage	75	75	75	75	75	75	75	75	75	75	75	75	900
Equipment & Supplies	900	900	900	900	900	900	900	900	900	900	900	900	10,800
Inventory Waste	0	0	0	0	0	0	0	0	0	0	0	0	0
subtotal	9,200	14,750	11,300	8,700	8,200	8,200	8,200	10,450	8,700	8,200	8,200	12,200	116,300
Total Expenses	393,965	374,529	408,741	388,156	382,161	387,906	386,106	390,386	391,141	381,401	408,372	401,226	4,694,093
Net Profit/(Loss)	(137,429)	(102,616)	(65,273)	(116,086)	(120,291)	(122,961)	(121,561)	(127,118)	(127,808)	(115,593)	(127,039)	(104,176)	(1,387,950)



Memorandum

To: City of Dodge City Commission & Ford County Commission
From: Assistant City Manager, Melissa McCoy & City Manager Nickolaus J. Hernandez
Date: November 18, 2024
Subject: Approval VenuWorks LLC Mgmt. Agreement
Agenda Item: New Business

Purpose: Renew the agreement with VenuWorks LLC. Management (VenuWorks).

Recommendation: The Community Facility Advisory Board (CFAB) recommends approval of the management agreement with VenuWorks, LLC by the Joint City and County Commissions.

Background: The term of the current agreement with VenuWorks, the operator/manager of the special events center, ends on December 31, 2024. Due to the significance of the special events center and the “Why Not Dodge” budgetary commitments for the United Wireless Arena and Boot Hill Casino and Resort Conference Center, it was determined that a request for proposals would be released to perform due diligence for the selection of the operator/manager of the project. Proposals were due on June 27, 2024, and two proposals from VenuWorks and The Sports Facilities Companies were received. City staff consulted with the CFAB Chair and Ford County Administrator regarding the proposals during the review process.

The two proposals were similar and due to the positive working relationship with VenuWorks it was determined that the existing agreement would be renegotiated. Legal counsel and staff worked with VenuWorks to negotiate the proposed agreement. Ford County has expressed concerns with the addition of Section 6.5 in the agreement that includes Bonus Approval for VenuWorks staff. Following discussion at their meeting on November 13, 2024, CFAB recommended approval of the agreement by the Joint City & County Commissions with VenuWorks LLC. Management.

Due to the concerns shared by Ford County, City Administration is exploring alternatives with VenuWorks to present for consideration by the Joint Commission.

Agreement Section Changes/Updates:

- 3.3.5 Centers Maintenance – VenuWorks will provide the City notice of a needed repair to the building or equipment then both parties will jointly determine if a repair will be completed by a third-party contactor or internally by the City’s Construction and Facilities Department.
- 5.4 No Cap on Variable Management Fee. The total amount of the Variable Management Fee for any given calendar year will not be capped. This will not affect the financial commitment of the “Why Not Dodge” sales tax budget but will allow the operator/manager to increase the funding they receive from VenuWorks corporate when they have financial gains.
- 5.6 VenuWorks Food and Beverage Investment: VenuWorks will invest up to \$75,000 to replace obsolescent kitchen and concession equipment.
- 6.5 Bonus Approval- VenuWorks will provide a detailed proposal outlining the justifications for suggested employee bonuses.
- 7.8 Insurance- Updates were made to reflect VenuWorks Corporate current insurance policies.

Joint Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: VenuWorks will be paid a base management fee of \$5,500 per month beginning January 1, 2025. This base fee will be increased 1.5% each subsequent year beginning January 1, 2026. The annual subsidy for the special events center will continue to be approved through the “Why Not Dodge” budget approval process which includes City/County staff review, the recommendation of CFAB and approval by the City and County Commissions.

VenuWorks will also make financial commitments to support operations of the Special Events Center including:

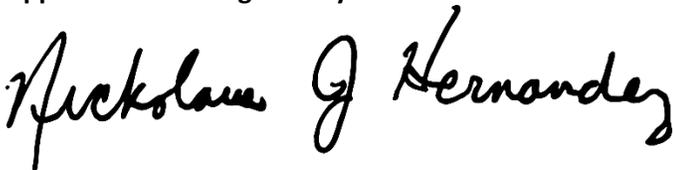
- Make an annual contribution of ten percent (10%) of the “Why Not Dodge” Sales Tax contribution to replenish the Entertainment Fund to total \$250,000.
- Invest up to \$75,000 to replace obsolescent kitchen and concession equipment at the Special Events Center. Decisions about how best to invest these funds shall be made by mutual agreement with the City. If the agreement is terminated prior to full amortization, the City will reimburse Venuworks for the unamortized balance of the equipment purchased.

Legal Considerations: City Legal Counsel has worked with City and VenuWorks staff on updates to the previous agreement and recommends approval. Ford County Legal Counsel provided their recommendations for the agreement and City staff are exploring alternatives to the section 6.5 Bonus Approval. The term of this agreement begins January 1, 2025, and continues through December 31, 2030 ("Initial Term"). Unless terminated earlier. This agreement may be extended for an additional sixty (60) months ("Renewal Term") by mutual agreement of the Parties no later than June 30, 2030.

Mission/Values: Together we value progress, growth and new possibilities by providing and preparing for the community’s future.

Attachments: VenuWorks Management Agreement

Approved for the Agenda by:



Nickolaus J. Hernandez

November 18, 2024

**VenuWorks
Management Agreement
November 18, 2024**

VenuWorks
Management Agreement

This AGREEMENT ("Agreement"), is made by and between the City of Dodge City, Kansas ("**City**") and the County of Ford County, Kansas ("**County**"), together and independently referenced herein as "**OWNER**" and VenuWorks of Dodge City, LLC, an Iowa limited liability corporation, with offices at 4611 Mortensen Road, Suite 111, Ames, Iowa, 50014 ("**VENUWORKS**").

WHEREAS, **OWNER** is the owner of the Dodge City/Ford County Events Center, known as the United Wireless Center and Boot Hill Casino and Resort Conference Center, consisting of a multi-purpose arena and a conference center (the "Events Center" or collectively as "The Centers"); and

WHEREAS, **VENUWORKS** is in the business of providing management and operation, marketing, food and beverage and catering services to similar facilities, and possesses the knowledge and expertise to manage and market the Centers; and

WHEREAS, **VENUWORKS** is a wholly owned subsidiary of VenuWorks, Inc. ("**VWI**"), an Iowa Corporation with offices at 4611 Mortensen Road, Suite 111, Ames, Iowa, 50014, and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to **VENUWORKS** by VWI in the completion of **VENUWORKS'** responsibilities as defined herein, and;

WHEREAS, VWI hereby guarantees the performance of **VENUWORKS** upon all obligations to be performed by **VENUWORKS** set forth in this Agreement; and

WHEREAS, **OWNER** entered into an agreement with **VENUWORKS**, dated November 18, 2010 for the opening and management of the Centers; and

November 18, 2024

WHEREAS, **OWNER** desires to continue its agreement with **VENUWORKS** to provide full management, operation and food and beverage and catering services, and **VENUWORKS** desires to accept such engagement pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1
RETENTION OF VENUWORKS

OWNER hereby retains **VENUWORKS** as an independent contractor for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, **VENUWORKS** agrees to provide management services in accordance with this Agreement, and consistent with policies approved by **OWNER**. **VENUWORKS** agrees to use its best efforts to maximize revenues and minimize expenses from use of the Centers, including, without limitation, marketing and sales and event production and promotion and otherwise managing the Centers in accordance with this Agreement. In providing these services **VENUWORKS** shall manage the Centers in accordance with sound business practices and consistent with the standards and operations of similar and comparable Centers in the United States. In conducting such services, **VENUWORKS** hereby acknowledges and agrees that it owes a fiduciary obligation to the **OWNER**.

The parties to this agreement acknowledge that the **OWNER** will retain title and ownership of the Centers and that **VENUWORKS** will not acquire title to, any security interest in, or any rights of any kind in or to the Centers (or any income, receipts or revenues there from).

ARTICLE 2
COMMENCEMENT DATE AND
TERM

The term of this Agreement shall begin January 1, 2025 and continue through December

31, 2030 ("Initial Term"). Unless terminated earlier as set forth herein, the Agreement may be extended for an additional sixty (60) months ("Renewal Term") by mutual agreement of the Parties no later than June 30, 2030.

ARTICLE 3
MANAGEMENT
AGREEMENT

3.1 Provision of Services. During the Term and any Renewal Term of this Agreement, **VENUWORKS** shall provide the services set forth in this Article 3.

3.2 Grant to **VENUWORKS**. During the term of this Agreement, **OWNER** grants to **VENUWORKS** the right to manage, market, promote, operate and maintain the Centers, and direct food and beverage sales, sponsorship projects and advertising at the Centers, all of the proceeds of which shall accrue to **OWNER**, subject to **OWNER'S** right to terminate this Agreement as provided below.

3.2.1 **OWNER** Right to Renegotiate. **OWNER** shall have the right to request a renegotiation of the Agreement during the Initial Term or the Renewal Period, in the event the incumbent Executive Director resigns, is reassigned or otherwise vacates the position, and **VENUWORKS** is unable to put forward a qualified candidate acceptable to **OWNER** within ninety (90) days after the effective date of the previous executive director's resignation. **OWNER** shall approve the selection of a candidate before the candidate is hired by **VENUWORKS** for the executive director position. **OWNER** may, at any time during the Initial Term or the Renewal Period request that **VENUWORKS** replace the incumbent executive director. If requested to replace the executive director, **VENUWORKS** shall bring no fewer than three candidates to **OWNER** for consideration

3.3 **VENUWORKS'** Responsibilities. **VENUWORKS** shall assume management responsibilities as set forth below. Where **VENUWORKS** is required to direct or arrange for services or material, **VENUWORKS** shall employ all persons performing such services or shall contract with a third party for the performance of such services however, any such subcontract

does not relieve **VENUWORKS** of its obligations to **OWNER** to perform all the duties and responsibilities under this Agreement. **VENUWORKS** shall provide **OWNER** with copies of all subcontracts under this Agreement upon request. All subcontracts entered by **VENUWORKS** shall provide that in the event this Agreement is terminated, the **OWNER** may assume **VENUWORKS'** rights and obligations under such subcontract by written notice to such subcontractor.

3.3.1 Marketing and Promotion. **VENUWORKS** shall direct all marketing activities which shall be undertaken so as to maximize the use of the Centers by all persons, including independent promoters and affiliates of **VENUWORKS** so as to provide maximum Revenue, as defined in Paragraph 3.3.14 below for the Centers and accessibility for the community to the Centers. **VENUWORKS** shall be responsible for ensuring that appropriate programs are booked into the Centers and that suitable media coverage is obtained and shall coordinate such efforts with **OWNER** and may with **OWNER'S** written approval subcontract or otherwise engage third parties to assist, consult or provide marketing assistance for promotion of the Centers.

3.3.2 Scheduling. **VENUWORKS** shall develop and maintain all schedules for events held at the Centers and scheduling shall be accomplished in accordance with applicable law, and in a manner to maximize the use of the Centers so as to provide maximum Revenue and minimize expenses for the Centers and accessibility for the community to the Centers. **VENUWORKS** shall use an event rental agreement acceptable in form to **OWNER**. The parties understand and agree that **VENUWORKS** shall be empowered to negotiate event agreements as **OWNER'S** agent, subject to **OWNER'S** reasonable approval. **VENUWORKS** may deviate from standard rental rates when such negotiation is deemed by both parties to be in the best interests of the Centers.

3.3.3 Reserved

3.3.4 Food & Beverage Services. **VENUWORKS** shall be responsible for providing the food & beverage services at the Centers. The manager for the catering and concessions will be accountable to **VENUWORKS'** Centers Executive Director (or his/her designee) for meeting service, quality and financial standards (including the submission of financial statements and budgets) set by **OWNER**. **VENUWORKS shall** provide ongoing

consultation, monitoring and direction to achieve the highest product quality, contain expenses through detailed inventory control, offer creative menu items and do so with prices that are affordable for patrons.

3.3.5 Centers Maintenance. **VENUWORKS** will be responsible for the performance of all facilities maintenance work. **VENUWORKS** will carry out work required of **OWNER** which shall be limited to ordinary maintenance and repairs the depreciable life of which, according to generally accepted accounting principles, is less than one (1) year) and which do not increase the value or extend the life of an asset at the Centers. **VENUWORKS** will provide **OWNER** an annual budget for capital improvements and repairs as part of the fiscal year planning process. **VENUWORKS** will notify the **OWNER** in writing immediately should the need for unanticipated repairs arise which may cost over five-thousand dollars (\$5,000) to repair. **VENUWORKS** shall notify **OWNER** within twenty-four (24) hours of the time **VENUWORKS** became aware of a condition requiring repair, or reasonably should have been aware of such condition. **VENUWORKS** shall constantly monitor, maintain and provide appropriate notice to **OWNERS** of conditions requiring repair of the Centers' facilities and equipment. Upon notice of condition(s) requiring repair, the Parties will jointly determine whether repair will be completed through outsourcing or by and through **OWNER**. Failure of **VENUWORKS** to communicate the need for repair or maintenance under this paragraph shall be considered default of the terms of this contract and will allow **OWNER** the option to renegotiate the terms of this contract. **OWNER** shall provide written notice to **VENUWORKS** of its intent to exercise its renegotiation option under this paragraph within thirty (30) days of **OWNER** becoming aware of **VENUWORKS**' failure hereunder. In the event repairs to Center's equipment or facilities become necessary as the result of **VENUWORKS** sole negligence, the expense of said repairs will be borne by **VENUWORKS**. And **VENUWORKS** shall pay for said repairs or reimburse the **OWNER** for said expenses.

3.3.6 Custodial and Cleaning Services. **VENUWORKS** shall provide or cause to be provided all routine cleaning and janitorial services at the Centers.

3.3.7 Pest Control. **VENUWORKS** shall direct all necessary pest control services,

whether performed by **VENUWORKS** or a pest control service engaged by **VENUWORKS**.

3.3.8 Snow Removal. **VENUWORKS** shall direct all snow removal services on the pathways and sidewalks adjacent to the Centers. **OWNER** shall direct all snow removal services on the parking lot and streets.

3.3.9 Trash Removal. **VENUWORKS** shall direct removal of all trash from the Centers and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings at the Centers, except in designated trash containers as approved by the **OWNER**.

3.3.10 Operational Services **VENUWORKS** shall direct all services required to stage (set up and tear down) the Centers for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. **VENUWORKS** shall hire and manage all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Centers, including but not limited to, ticket taking, novelty sales, program distributions and assistance to patrons generally, including the handicapped.

3.3.11 Ticket Sales. **VENUWORKS** shall direct all aspects of ticket sales for events and activities including computerized tickets, utilizing the services of a competent ticketing services company, acceptable to **OWNER**, to provide state of the art equipment and software to the Centers. Ticket sales services shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the Centers, cash, check, and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within fifteen days after each event is held. The amounts charged by the ticketing contractor for service charges, and the Centers' participation in revenues from these service charges, will be consistent with industry standards in the central local region.

3.3.12 Security. **VENUWORKS** shall arrange for proper security for events at the Centers and for general security when events are not in progress. Such security may be provided by **VENUWORKS** or by contract, in its discretion. **VENUWORKS** shall review and coordinate exterior crowd management and traffic control with appropriate

local authorities.

3.3.13 Licenses and Permits. **VENUWORKS** shall obtain and maintain all licenses and permits necessary for management, operation and food and beverage services of the Centers, subject to the local procedures for the granting of such licenses and permits.

3.3.14 Revenues; Bank Accounts and Payment of Operating Expenses. **VENUWORKS** shall be responsible for the collection of all Revenues and payment of Operating Expenses, as defined in Exhibit A, including payment and remittance of applicable sales taxes. As used herein, "Revenue" is defined as the total amount received by **VENUWORKS** or any other person or entity operating on **VENUWORKS'** behalf from third parties, directly or indirectly arising out of or connected with and on behalf of the Centers, including without limitation, transactions for cash, credit and credit card sales, less applicable sales taxes. **VENUWORKS**, in cooperation with **OWNER**, shall maintain three separate commercial bank accounts. These accounts shall be in the name of **OWNER** and utilize **OWNER'S** federal identification number. Signatories shall include those individuals as deemed appropriate by **VENUWORKS** and **OWNER**. The names of the commercial accounts shall be **OWNER** Operating Account, **OWNER** Box Office Account, and the **OWNER** ATM Account. Revenues from the sale of tickets to events at the Centers shall be deposited by **VENUWORKS** in **OWNER** Box Office Account. After payment from such ticket sales Revenues of all event-related expenses, and within fifteen working days after the end of the event, **VENUWORKS** shall transfer the remaining event ticket sales Revenues to the **OWNER** Operating Account.

All other Revenues generated by use of the Centers and collected by **VENUWORKS** shall be deposited in the **OWNER** Operating Account. **VENUWORKS** is authorized to make disbursements from the **OWNER** Box Office Account to promoters or performers in any amount due the performer or promoter as per contracts with them, and to pay budgeted Operating Expenses from the **OWNER** Operating Account. **OWNER** shall be authorized at any time, to obtain information and records from the bank concerning such accounts and to inspect the same. It shall be an Event of Default, as defined below, entitling **OWNER** to terminate this Agreement, if **VENUWORKS** withdraws any money from the **OWNER** Operating Account or the **OWNER** Box Office Account except in

accordance with this Agreement. Interest accrued in these accounts shall be revenue to the Centers and belong to **OWNER**. The **OWNER** ATM Account will be exclusively used to service the ATM machines in the Centers.

3.3.15 Petty Cash and Change Funds: The Centers requires a Petty Cash and Change Fund to conduct cash transactions at the Centers. **VENUWORKS** and **OWNER** agree that any and all petty cash and change funds shall belong to the **OWNER**. These funds will be returned to the **OWNER** at the end of the contract term. **VENUWORKS** shall establish internal financial controls and procedures and maintain daily accounting records of such funds.

3.3.16 Cash Discrepancies: **VENUWORKS** will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points.

3.3.17 Staffing: **VENUWORKS** shall be responsible for supervision and direction of all personnel staffing at the Centers. All Centers staff will be in the employment of **VENUWORKS**. All expenses associated with the employment of staff will be considered operating expenses of the Centers. **OWNER** has the right to participate in the recruitment, interviewing and hiring of the Executive Director of the Centers, including the creation of a recruiting task force to work with **VENUWORKS** in the hiring process.

3.3.18 Additional Duties. **VENUWORKS** shall also be required to provide, on a timely basis, information, data, and solutions to project issues as may be reasonably requested by **OWNER**, together with such other services consistent herewith as **OWNER** may reasonably require.

3.3.19 Use of OWNER Equipment. **VENUWORKS** will use equipment at the Centers in performance of its obligations hereunder.

3.4 Written Powers Reserved to OWNER. **OWNER** shall have right of prior written approval in connection with the following:

- (a) The Annual Budget, including the annual budget for capital improvements and repairs;
- (b) The Business Plan, as defined below;
- (c) Any expenditure for personnel or equipment in excess of budget;

- (d) Any booking of events involving risk of **OWNER** funds and;
- (e) The hiring and continued employment of the Executive Director employed by VenuWorks.

OWNER, at its discretion, may delegate a specific person, or an advisory board or committee to act on behalf of **OWNER** in regard to this Agreement.

- 3.5 Relationship of Parties. **VENUWORKS** is an independent contractor of **OWNER** and shall not be deemed to be an employee, joint venturer, or partner of **OWNER** except for those matters which are specifically addressed in this Agreement.
- 3.6 Business Plan. The Business Plan shall be subject to the prior written approval of **OWNER**. The Business Plan shall be a marketing plan and a projection of Revenues and Operating Expenses for the year and shall include an analysis of the basis and assumptions underlying each line item of Revenues and Operating Expenses. **VENUWORKS** shall submit a Business Plan on an annual basis and shall deliver the same to **OWNER** simultaneously with the delivery of the Annual Budget. The Business Plan shall in no way become a performance obligation for either **OWNER** or **VENUWORKS** but serve as a management blueprint to monitor **VENUWORKS'** performance. The proposed Business Plan shall include a proposed rent structure for events proposed to take place in the Centers for the ensuing year.
- 3.7 Relationship with OWNER: **VENUWORKS** shall provide all of its Management Services in a manner which shall ensure full compliance with all **OWNER** requirements.

ARTICLE 4

ANNUAL BUDGET

- 4.1 Delivery of Budget On or before August 1st each year during the term, **VENUWORKS**

shall submit to **OWNER** a proposed annual operating budget for the ensuing year, listing all projected Revenues and Operating Expenses by category, broken down by month, with explanations and assumptions for each Revenue and Operating Expense line item.

4.1.1. Capital Improvements. **VENUWORKS** will include in the Annual Budget a list of capital improvements (the depreciable life of which, according to generally accepted accounting principles, is in excess of one (1) year) at the Centers that **VENUWORKS** has identified as reasonably necessary to maintain the operations and maintenance of the Centers for the purpose of allowing **OWNER** to consider for inclusion such projects in its upcoming budget and to prepare and update a long-range capital expenditure budget. Additionally, **OWNER** shall have the right to recommend Capital Expenditures for the benefit of the Centers at its discretion.

4.2 Review of Budget. The proposed annual budget shall be reviewed by **OWNER** in accordance with **OWNER'S** budget development schedule. Upon approval by **OWNER**, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the year. If **OWNER** objects to the proposed annual budget or any part thereof, **VENUWORKS** shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith. Without the prior consent of **OWNER**, **VENUWORKS** shall not exceed, commit or contract to expend any sums in excess of the amounts allowed in the Annual Budget. **VENUWORKS** will report in writing to **OWNER** any significant change or variance in the Annual Budget upon **VENUWORKS'** recognition of such variance.

4.3 Revision of Annual Budget. **VENUWORKS** and **OWNER** may revise the Annual Budget at any time by mutual written agreement.

4.4 Certified Statements. **VENUWORKS** shall deliver to **OWNER**, within twenty (20) days after the end of each calendar month and within forty-five (45) days after the end of each fiscal year, a true and correct statement, certified as true and correct by **VENUWORKS** Centers' Executive Director, of all Revenues and Operating Expenses of the preceding calendar month and fiscal year, together with any reasonable supporting documentation requested by **OWNER**. **OWNER** may request receipts documentation conforming to the requirements of **OWNER's** standard

November 18, 2024

expense reimbursement policy. **VENUWORKS** shall provide a profit and loss accounting of each ticketed event held at the Centers in said monthly reports for the preceding calendar month. Included in the monthly reports shall be information and records concerning the bank accounts. All **VENUWORKS** expenses not pre-approved by the **OWNER** found not to comply with **OWNER** purchasing guidelines or not otherwise meeting the requirements of this Agreement shall be the sole responsibility of **VENUWORKS**.

4.5. Annual Audit. **VENUWORKS** agrees to provide to **OWNER**, within one hundred eighty (180) days following the end of each calendar year, a certified audit report on the accounts and records as kept by **VENUWORKS** for the Centers. Costs associated with obtaining such certified audit report shall be an operating expense of the Centers included in the Annual Budget. **VENUWORKS** shall utilize an external auditor approved by **OWNER** to conduct such audit, which shall be conducted in accordance with generally accepted auditing standards. A letter from such accounting firm expressing its opinion as to the effectiveness of internal controls and a management letter will accompany the audit report. In the event of an adverse finding(s), **VENUWORKS** shall meet with **OWNER** to discuss such findings and should **OWNER** determine that corrective action is required, **VENUWORKS** shall take corrective action in the time periods set for in Section 7.5.

ARTICLE 5

THE MANAGEMENT FEES

5.1 Base Management Fee. Beginning January 1, 2025 **VENUWORKS** will be paid a Base Management Fee of five thousand five hundred dollars (\$5,500) per month. The Base Management Fee will be increased by 1.5% each subsequent year beginning January 1, 2026.

VENUWORKS shall provide the following service components as part of the base fee:

Event Programming: **VENUWORKS** shall package offers to promoters, producers, agents and managers to deliver performances to the Centers, at prices significantly below list price.

Planning, budgeting and reporting systems: **VENUWORKS** team works to develop and recommend to the **OWNER** a well-developed, tested and realistic annual budget for the

Centers, including recommendations on a capital improvements budget.

Ticketing: **VENUWORKS** is served through a national ticketing agreement with Ticketmaster (TM). **OWNER** is not charged for box office equipment provided by TM. The Centers also have free access to the latest in sales and marketing support offered by TM, and the operating account receives 40 percent (40%) of convenience fees paid by patrons, as defined in the Licensed User Agreement with TM attached hereto as Exhibit B.

Legal Compliance: **VENUWORKS** provides ongoing assurance and online materials to ensure the Centers are in complete compliance with federal and state regulations.

Staffing Continuity: **VENUWORKS** ensures there will be continuity of programs, with no interruption to the Centers services due to the departure of staff, by providing corporate staff to fill in when openings occur. Also, **VENUWORKS** assumes responsibility for employer and operator liability for its employees.

5.2 Variable Management Fee: **OWNER** shall pay to **VENUWORKS** a Variable Management Fee, over and above the Base Management Fee. The Variable Management Fee will consist of the following components:

5.2.1 Food and Beverage Variable Fee. **VENUWORKS** will be paid a monthly variable management fee equal to the following gross food and beverage sales in the Centers: 5% of first \$550,000; 6.5% of \$550,001 - \$750,000; 8% of \$750,001 - \$1,000,000; and 9% of \$1,000,001 and all sales exceeding that amount. For the purposes of this calculation, Gross Food and Beverage Sales shall be defined as the total monthly sales from concessions as well as the food and beverage sales within the catering services, less any applicable sales taxes.

5.2.2 Contractually Obligated Incomes (COIs) Variable Fee. **VENUWORKS** will be paid a monthly fee equal to eight percent (8%) of gross sales from contracts for display advertising, sponsorships, naming rights, pouring rights and premium seating realized by the Centers monthly from contracts arranged and executed by **VENUWORKS** staff members on behalf of the Centers.

5.3 Payment of Variable Management Fee. The Variable Management Fee will be due and owing to **VENUWORKS** in the month following the month in which the Revenues were

realized.

5.4 No Cap on Variable Management Fee. The total amount of the Variable Management Fee for any given calendar year shall not be capped.

5.5 VENUWORKS Contribution Entertainment Fund. **VENUWORKS** shall, upon receipt of an invoice from **OWNER**, contribute each fiscal year to the replenishment of the Entertainment Fund, as described in Exhibit C hereto attached. The **VENUWORKS** annual contribution shall be limited to ten percent (10%) of **OWNER's** annual contribution. Together, the annual contribution of **OWNER** and **VENUWORKS** shall replenish the Entertainment Fund to \$250,000.00 in total. **VENUWORKS** will make the replenishment payment no later than January 31 of the year for which the fund will exist.

5.6 VENUWORKS Food and Beverage Investment: **VENUWORKS** shall invest up to seventy-five thousand dollars (\$75,000) to replace obsolescent kitchen and concession equipment. Decisions about how best to invest these funds shall be made by mutual agreement between **OWNER** and **VENUWORKS**. **VENUWORKS** shall make funds available within ten (10) working days following decisions for purchases being made. **OWNER** shall not be required to pay **VENUWORKS** for any funds invested under this clause. **VENUWORKS** shall administer its own internal amortization for the cost of the equipment over the term of the management agreement. If this agreement is terminated prior to full amortization, **OWNER** shall reimburse **VENUWORKS** for the remaining unamortized balance of the equipment purchased. **OWNER** shall maintain possession and ownership of all equipment purchased pursuant to this clause and **OWNER'S** ownership and possessory right over said equipment shall survive termination.

ARTICLE 6

PAYMENT OF MANAGEMENT

FEES, AND OPERATING

EXPENSES

6.1 Deposit of Funds. On the first business day of each quarter during the Term and any

November 18, 2024

Renewal Term of this Agreement, **OWNER** will deposit into the **OWNER** Operating Account an amount equal to the estimated deficit, if any, for such month as set forth in the Annual Budget.

6.2 Management Fees **VENUWORKS** will invoice **OWNER** and **OWNER** will, within thirty (30) days of receipt by **OWNER** of an invoice from Service Provider accompanied by documentation reasonably requested by **OWNER** evidencing all charges, deposit within the Operating Account all management fees payable to **VENUWORKS** with respect to the current calendar month.

6.3 Insufficient Funds. In the event that the **OWNER** Operating Account is insufficient, or is anticipated by **VENUWORKS** to be insufficient, to cover the Operating Expenses plus the Base Management Fee and any Variable Fee, if any, due and payable during a month (the "Monthly Deficiency"), then notice of the Monthly Deficiency shall be communicated by **VENUWORKS** to **OWNER**, and **OWNER** shall deposit sufficient funds into the Operating Account within five (5) working days after **OWNER'S** receipt of the notice of the Monthly Deficiency. If the amounts deposited by **OWNER** in the **OWNER** Operating Account exceeded the amounts required to pay the Operating Expenses plus the Fees in any month, then such positive balance shall be credited against **OWNER'S** obligation to make future deposits into the **OWNER** Operating Account.

6.4 Ownership Meetings. Representatives of **VENUWORKS'** on-site management and the **OWNER** shall meet each month to review revenues and operating expenses for the prior calendar month. **VENUWORKS** corporate representatives shall meet semi-annually with the **OWNER** to monitor performance and discuss operations.

ARTICLE 7 GENERAL TERMS AND CONDITIONS

7.1 Representation of OWNER. **OWNER** hereby represents and warrants to **VENUWORKS** that **OWNER** possesses the resources to ensure the on-going financial support and maintenance of the Centers from the "Why Not Dodge?" sales tax which is a perpetual tax.

7.2 Representation of VENUWORKS. VENUWORKS hereby represents and warrants to OWNER on its own behalf and on behalf of its shareholders, officers, directors and employees, that VENUWORKS is fully capable of providing services as outlined in this Agreement.

7.3 Standard of Operation. VENUWORKS represents and warrants to OWNER that it shall maintain an efficient and high-quality operation at the Centers comparable to other similar facilities and containing facilities similar to those of the Centers.

7.4 Accounting Records, Reports and Practices.

7.4.1 Maintain Records. VENUWORKS shall maintain accounting records relating to the Centers using accounting practices in accordance with generally accepted accounting principles consistently applied

7.4.2 Internal Financial Controls. VENUWORKS shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to OWNER.

7.4.3 OWNER Access. OWNER shall have unlimited access to all accounting records and supporting documentation of VENUWORKS relating to the Centers during the term and any Renewal Term of this Agreement and for a period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner.

7.5 Default. Right to Cure. It shall be an event of default ("Event of Default") hereunder if either party hereto:

- (i) fails to pay or deposit sums due by one party to the other within seven (7) days after written notice by the other of such failure, or
- (ii) fails to perform or comply with any other obligation of such party hereunder within thirty (30) days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to cure the same); provided however, that if the default is of a nature that it cannot be cured within thirty (30)

days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten (10) days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety (90) days after the effective date of notice

7.6 Jurisdiction. The parties agree that any court proceeding related to any claim or proceeding arising out of or related to this Agreement shall be brought in the Ford County District Court in Ford County Kansas. The parties submit to the personal and subject matter jurisdiction of said court.

7.7. Termination by OWNER. **OWNER** may terminate the Agreement, at its option: (i) in the event **VENUWORKS** ceases operations; or (ii) upon entry of a decree or order by a court having jurisdiction in the premises for relief in respect of **VENUWORKS**, ordering the reorganization, winding up or liquidation of its affairs; or (iii) in the event **VENUWORKS** commences a voluntary case seeking relief under the United States Bankruptcy Code or any other applicable federal or state law, or consent by **VENUWORKS** to a bankruptcy or insolvency proceeding against it, or the consent or acquiescence by **VENUWORKS** to the appointment of or taking possession by a custodian, receiver, trustee, sequestrator (or other similar official) of **VENUWORKS** for the purpose of being adjudicated a bankrupt or insolvent in order to accomplish reorganization, adjustment, or re-composition of **VENUWORKS**, or in the event Manager seeks reorganization outside of the jurisdiction of the United States Bankruptcy Courts, regardless whether **VENUWORKS** remains in business. In addition to the above, **OWNER** may terminate this Agreement at anytime during the Initial Term or Renewal Term, without cause, with ninety (90) days written notice to **VENUWORKS**.

7.8 Insurance.

7.8.1 Employment Matters. In connection with the employment of its employees, **VENUWORKS** shall pay all applicable social security, re-employment, worker's compensation or other employment taxes or contributions of insurance and shall comply with all federal and state laws and regulations relating to employment generally, minimum

wages, social security, re-employment insurance and workers' compensation. **VENUWORKS** shall indemnify and hold harmless the **OWNER** from all costs, expenses, claims or damages resulting from any failure of **VENUWORKS** to comply with this Section.

7.8.2 Insurance Requirements:

7.8.2.1 Workers Compensation Insurance: **VENUWORKS** shall purchase and maintain during this contract, workers compensation insurance in accordance with Kansas statutory requirements and employer's liability insurance with limits of not less than \$500,000 per accident and per employee for bodily injury.

7.8.2.2 General Liability Insurance: **VENUWORKS** shall purchase and maintain during this contract, commercial general liability insurance including liquor liability insurance (if available) on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate for Bodily Injury, Personal Injury, and Property Damage. Policy coverage shall include Premises and Operations, Products and Completed Operations, less inclusive and no more restrictive than the coverage provided by the current edition of standard Commercial General Liability Policy form (ISO CG 00 01) with standard Bodily Injury and Property Damage exclusions, and Personal and Advertising Injury exclusions. The insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Kansas and currently rated "A" or better by the A.M. Best Company.

7.8.2.3 Automobile Liability Insurance: **VENUWORKS** shall purchase and maintain during this Agreement, automobile liability insurance on a per occurrence basis with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include any owned, all hired and non-owned motor vehicles used in the performance of this Agreement by **VENUWORKS** or its employees. The insurance required by this Agreement shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Kansas and currently rated "A" or better by the A.M. Best Company.

7.8.2.4 Umbrella and Excess Liability Insurance: **VENUWORKS** shall purchase

and maintain during this Agreement an umbrella and excess insurance policy on a per occurrence basis with limits of liability of not less than \$5,000,000 per occurrence \$5,000,000 in aggregate. Any umbrella and excess insurance shall be written on a per occurrence basis on a pay on behalf form providing the same coverage and endorsements required of the primary policies.

7.8.2.5 Property Insurance: **OWNER** will maintain property insurance coverage on the Centers itself. **VENUWORKS** shall assume risks for loss of or damage to its own property at the Centers and **VENUWORKS** may maintain such insurance, at its sole expense, as it deems necessary to protect its own property.

7.8.2.6 Subcontractors: **VENUWORKS** shall require all its subcontractors who perform work and / or services under this Agreement to meet appropriate insurance requirements as reasonably required by **OWNER**

7.8.2.7 Deductibles and Self-Insured Retention: Any policy deductible or self-insured retention must be declared on the Certificate of Insurance and shall be subject to the approval of the **OWNER**.

7.8.2.8 Professional Liability Insurance: **VENUWORKS** shall maintain professional liability insurance coverage, at its expense, throughout the Term of this Agreement and any Renewal Terms, and for twelve (12) months after termination of this Agreement, in the minimum amount of \$1,000,000.

7.8.2.9 Proof of Insurance: **VENUWORKS** shall furnish **OWNER** with Certificates of Insurance and a copy of the policies if requested by **OWNER**. The name of the project or contract shall be listed on the certificates of insurance along with any deductible or self-insured retention. Before commencing any performance under this Agreement, **VENUWORKS** shall deliver all the Certificates of Insurance to **OWNER** certifying that the policies stipulated above are in full force and effect. All insurance shall remain in effect during the life of the Agreement.

7.8.3 Insurance Cancellation or Material Change Notice: The certificates of insurance shall state that the insurance company will provide thirty (30) days written notice prior to cancellations, or reduction of insurance coverage or limits. The notice will be sent to the **OWNER**, via electronic communication or standard mail.

7.8.4 Reserved

7.8.5 Cooperation: Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate to obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

7.8.6 Releases: **VENUWORKS** and **OWNER** expressly waive all rights and claims they may have against the other, their subsidiaries and affiliates for loss or damage arising or resulting from the operation at the Centers caused by fire or other perils, but only to the extent covered by insurance. Each insurance policy procured by **VENUWORKS** and **OWNER** shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any party prior to the occurrence of a loss.

7.8.7 Crime Insurance. During the term of this Agreement **VENUWORKS** shall maintain Crime Insurance, providing at least the following coverage in at least the amounts set forth below for each coverage:

- (a) Employee Dishonesty - \$500,000;
- (b) Depositor's Forgery - \$500,000;
- (c) Money & Securities - \$500,000 (each, "Inside" and "Outside")
- (d) Computer Theft - \$500,000;
- (e) Wire Transfer Fraud - \$500,000;

provided, however, that if such coverage are provided on a "blanket" limit basis, a blanket limit of \$500,000 shall be considered to be sufficient to comply with this provision. The policy shall include an endorsement providing that any "employee" of **VENUWORKS** shall not be deemed to also be an "employee" of **OWNER** for purposes of the coverage afforded under the Employee Dishonesty coverage part.

OWNER shall be both a Loss Payee (as its interests may appear) and an Additional Insured under such policy, which policy shall be written to apply to the Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by **VENUWORKS** or **OWNER** under any other similar agreements or otherwise.

7.8.8 Insurance Cost: The cost of providing insurance hereunder shall be an Operating Expense except for Professional Liability Insurance in Section 7.8.2.8, regardless of which party procures the coverage.

7.8.9 Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

7.8.10 Named Insureds in Insurance Policies Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall list both **VENUWORKS** and **OWNER** as named insureds.

7.9 Hold Harmless. **VENUWORKS** shall indemnify and save harmless **OWNER**, their officers, directors, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions of **VENUWORKS**.

7.10 Damage to and Destruction of the Centers. If all or part of the Centers are rendered unusable by damage from fire and other casualty which, in the reasonable opinion of **OWNER**, cannot be substantially repaired under applicable laws and governmental regulations within one hundred eighty (180) days from the date of such casualty (employing normal construction methods without overtime or other premium), then **OWNER** shall notify **VENUWORKS** thereof. In such case, either **OWNER** or **VENUWORKS** may elect to terminate this Agreement as of the date of such casualty by written notice delivered to the other not more than sixty (60) days after receipt by **VENUWORKS** of **OWNER'S** notice concerning the reconstruction.

7.11 Employees.

7.11.1 Employees of VENUWORKS. All persons engaged at the Centers in operating any of the services hereunder shall be the sole and exclusive employees of **VENUWORKS** and shall be paid by **VENUWORKS**, except for those individuals employed or utilized by subcontractors of **VENUWORKS**, as provided for in this Agreement but in no event deemed an employee of **OWNER**. In connection with the employment of its employees, **VENUWORKS** shall pay all applicable social security, reemployment insurance, worker's compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations

relating to employment generally, minimum wages, social security, reemployment insurance and worker's compensation, and shall defend, indemnify and save **OWNER** harmless from any responsibility therefore. **VENUWORKS** shall comply with all applicable laws, ordinances and regulations including, without limitation, those pertaining to human rights and non-discrimination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled or terminated by **OWNER** for a violation of this paragraph.

7.11.2 Employee Expense. All costs of employment of Centers employees incurred by **VENUWORKS** shall be an operating expense of the Centers. **OWNER** and **VENUWORKS** will work together to assure a positive and productive working environment at the Centers.

7.11.3 Employee Standards. **VENUWORKS** will employ trained and neatly uniformed employees and said employees shall conduct themselves at all times in a proper and respectful manner. Any dismissal shall be in accordance with **VENUWORKS'** corporate policy and applicable federal, state or local laws which may be in effect and, further, shall be in compliance with applicable union or labor organizational agreements which may be in effect at the time of said dismissal and **VENUWORKS** shall defend, indemnify and save **OWNER** harmless from any claim, cause of action, expense (including attorney fees) lost, cost or damage of any kind or nature arising therefrom, except in the case of express written direction from **OWNER**.

7.11.4 **VENUWORKS** shall retain a mutually agreed upon general manager.

7.11.5 No **VENUWORKS** employee will be required to sign a non-compete employment agreement which would prevent or restrict the **OWNER** from retaining the services of said employee in the event of a termination or the expiration of this Agreement.

7.12 Availability of Centers. **VENUWORKS** agrees that, except as a result of full or partial destruction of the Centers, the Centers will be made available for all events scheduled therein and **VENUWORKS** agrees to defend, indemnify and save **OWNER** harmless from and against any and all claims, causes of action, expenses (including attorney fees) losses, costs and damages arising from the failure of the Centers to be available in the condition

November 18, 2024

necessary for the conduct of such events for scheduled events due to the negligence or willful misconduct of **VENUWORKS**, its agents, servants, employees or contractors of any tier, and in such case, **VENUWORKS** shall pay to **OWNER** the estimated Revenues, less Operating Expenses, for such event within five (5) days after the event was to have taken place.

7.13 No Payment by **OWNER**. Notwithstanding anything in this Agreement or exhibits hereto to the contrary, **OWNER** shall not be obligated to reimburse **VENUWORKS** as Operating Expenses or otherwise for costs and expenses (including attorney fees) for litigation which is covered by **VENUWORKS'** defense and indemnification obligations set forth in Sections 7.12 and 7.11.3 above.

7.14 Termination for Cause. Either party may terminate this Agreement if the other is in default, and has not met the deadlines for curing, or undertaking steps to cure the default, as described in Section 7.5 of this Agreement. In the event of default, the non-defaulting party shall provide the defaulting party with five (5) business days' notice of its intention to terminate the Agreement due to the uncured default. In the event of early termination for any reason, **OWNER** shall pay to **VENUWORKS** all amounts owing hereunder and accrued through the date of termination.

7.15 Compliance with Laws. **VENUWORKS** will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation of the Centers. **VENUWORKS'** failure to comply with such ordinances, statutes, rules and regulations relating to the Centers shall be an Event of Default under this Agreement and shall entitle **OWNER** to terminate this Agreement pursuant to the provisions of Section 7.5 hereof. **VENUWORKS** agrees that it shall not be entitled to claim litigation costs (including attorney fees) as Operating Expenses pursuant to subparagraph (1) of Exhibit A with regard to its rules and obligation to comply with ordinances, statutes, and regulations as set forth herein.

7.16 Non-waiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this Agreement or any part hereof, or the right of such party thereafter to enforce

November 18, 2024

each and every provision hereof.

7.17 Amendment. The parties may amend this Agreement only by written agreement executed by the parties.

7.18 Choice of Law. The laws of the State of Kansas shall govern the rights and obligations of the parties under this Agreement.

7.19 Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

7.20 Notices. Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five (5) days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one (1) business day after deposit with a national overnight air courier, fees prepaid, to **VENUWORKS or OWNER** at the following addresses:

If Intended for City, to:

City Manager
City of Dodge City
806 N. Second Avenue
Dodge City, KS 67801
Tel. 620-225-8100
Fax 620-225-8144

If intended for County, to:

County Administrator
County of Ford County
100 Gunsmoke Street
Dodge City, KS 67801
Tel. 620-2274670
Fax 620-227-4717

If to **VENUWORKS**:

VenuWorks of Dodge City, LLC
4611 Mortensen Road, Suite 111
Ames, IA 50014
Attention: President

Either party may designate an additional or another representative or address for notices upon giving notice to the other party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

7.21 Representatives. **OWNER'S** representative to **VENUWORKS** in connection with Centers' operations shall be **OWNER** or their designee, and the **VENUWORKS** representative shall be **VENUWORKS'** on-site Executive Director at the Centers.

7.21.1. **OWNER** Reserved Right of Entry. Representatives of **OWNER** presenting official **OWNER** identification shall have the right to enter all portions of the Centers at any time, to inspect the same, to observe the performance by **VENUWORKS** of its obligations under this Agreement or to do any act or thing which **OWNER** may be obligated to do or have the right to do under this Agreement; provided, however, representatives of **OWNER** shall not be allowed to enter into performers' or teams' restricted areas unless such entry is a matter of law enforcement or public safety.

7.22 Force Majeure. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Centers, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

7.23 Labor Dispute. In the event of a labor dispute which results in a strike, picket or boycott affecting the Centers or the services described in this Agreement, **VENUWORKS** shall not be deemed to be in default or to have breached any part of this Agreement.

7.24 Recognition of Special Consideration for Securing a Sports Tenant. **VENUWORKS** shall be responsible for providing good faith professional consultation to **OWNER** concerning the best interests of the Events Center with regard to securing a sports tenant. **VENUWORKS** will negotiate the user agreement for any sports tenant.

7.25 Integration. This Agreement and all appendices and exhibits hereto embody the entire agreement of the parties relating to the services to be provided hereunder. There are no promises,

November 18, 2024

terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Exhibits hereby integrated hereto are:

- Exhibit A: Operating Expenses
- Exhibit B: Reserved- No Content
- Exhibit C: Ticketmaster Licensed User Agreement
- Exhibit D: Entertainment Fund Policy

If the terms of this Agreement and any exhibit are inconsistent, the terms of the Agreement shall control.

7.26 Section Headings. Section headings in this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

7.27. During the Term, any Renewal Terms and for a period of three (3) years following the date of termination by **OWNER** for an uncured default on the part of **VENUWORKS**, **VENUWORKS** will not work on, or assist in any way, directly or indirectly, in the feasibility, development, management, marketing or food service of a competing facility within a one hundred twenty-five (125) mile radius of the Event Center.

7.28. Assignment. This Agreement may not be assigned by either party without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

Signature page to follow.

November 18, 2024

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

For **OWNER**

City of Dodge City, Kansas

County Commission of Ford County,
Kansas

Chuck Taylor, Mayor

Shawn Tasset, Chairman

Chris Boys, Commissioner

Kenneth Snook, Commissioner

ATTEST:

ATTEST

Connie Marquez, City Clerk

Debbie Cox, County Clerk

For **VENUWORKS of Dodge City, LLC,**

By: Steven L. Peters
Its: Member

DATE

VenuWorks, Inc. guarantees the performance of VenuWorks of Dodge City, LLC or any VenuWorks, Inc. wholly owned subsidiary that may perform services under this Agreement.

VenuWorks, Inc

By:

Date:

November 18, 2024

Exhibit A

Operating Expenses

Exhibit B

Reserved – No Content (User
Agreement)

Exhibit C

Ticketmaster Licensed User Agreement

Exhibit D

Entertainment Fund Policy

Exhibit A

Operating Expenses

1. The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to **OWNER'S** approval of the Annual Budget:
 - (a) on-the-job payroll cost, including wages paid to employees and the cost of paid holidays, vacations, severance benefits, sick leave, employment practices liability, workers compensation and other compensation and benefits, cost of training, payroll processing costs;
 - (b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for medical and hospital care, disability, death, termination, retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which **VENUWORKS** is a party, or under any state or federal law or any regulations promulgated there under;
 - (c) cost of medical and security examination for employees on the on-the-job payroll;
 - (d) cost of purchasing, renting, maintaining and cleaning uniforms;
 - (e) cost of equipment, materials and supplies, including the cost of installation thereof;
 - (f) cost of insurance, permits, licenses and fees;
 - (g) cost of property, business, privilege, sales and all taxes other than taxes based on net income, provided that any penalties or fines for failure to collect and remit sales taxes shall not be an Operating Expenses but shall be borne by **VENUWORKS**;
 - (h) cost of marketing, promotions and advertising; cost of travel on behalf of Centers;
 - (i) cost of necessary outside professional services, upon prior written approval by the **OWNER**;
 - (j) cost of the Commodities, (i.e. food stuffs purchased for resale to the public); (k) cost of utilities;
 - (l) litigation expenses or other costs (including attorney fees) incurred by

VENUWORKS in connection with any proceeding; provided however that **OWNER** shall not be obligated to pay any such fees or costs (including attorney fees) unless prior to incurring any legal expense (including attorney fees), **VENUWORKS** shall consult with the **OWNER**, and **OWNER** and **VENUWORKS** shall jointly determine the course of action (including payment obligations thereof) to be taken with regard to any claim made against **VENUWORKS** or **OWNER** (concerning the Centers) or to be made by **VENUWORKS** or **OWNER**;

- (m) cost of installation of Additional Equipment and replacements thereof;
- (n) cost of replacements of pots, pans, dishes, linens, uniforms, silverware and glassware necessary for the operation of the Concessions and Catering;
- (o) cost of ordinary maintenance and repair of the Centers and the equipment.
- (p) cost of ordinary housekeeping of the Centers;
- (q) all costs, verified by appropriate receipts, related to **VENUWORKS** corporate staff travel and lodging incurred in connection with servicing **OWNER'S** needs at Centers, not to exceed one hundred sixty-five dollars (\$165.00) per day, which rate shall be reviewed and adjusted annually;
- (r) all other expenses not specifically set forth in this Exhibit but not including the cost of home office overhead relating to the services provided by **VENUWORKS** hereunder, subject to **OWNER'S** prior written approval of any such expense, which approval shall not be unreasonably withheld or denied;

Exhibit B

No Content (User
Agreement)

Exhibit C

Ticketmaster Licensed User
Agreement

Exhibit C

Ticketmaster Licensed User Agreement



LICENSED USER AGREEMENT

THIS LICENSED USER AGREEMENT ("Agreement") is made and entered into as of December 17, 2010 and is effective as of January 1, 2011 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster"), and VenuWorks of Dodge City, LLC, an Iowa limited liability company ("Principal"). This Agreement consists of this Licensed User Agreement and Exhibit A, Standard Terms and Conditions, Exhibit B, Hardware, Exhibit C, Ticketmaster MailManager and any other Exhibits attached hereto which are incorporated herein by this reference.

WITNESSETH:

In consideration of the mutual promises and covenants set forth herein, the parties hereby agree as follows:

1. **Definitions**. As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

(a) "Account Balance" is defined in Section 11(b) hereof.

(b) "Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.

(c) "Attraction Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction, including Principal Taxes and Ticketmaster Taxes as further described below. To the extent such taxes relate to the Ticket Receipts and funds paid or owed to Principal under this Agreement such portion of Attraction Taxes may also be referred to herein as Principal Taxes, and to the extent such taxes relate to portions of service charges (e.g. Convenience Charge, Processing Fee, etc.) collected and retained by Ticketmaster under this Agreement, such portion of Attraction Taxes may also be referred to herein as Ticketmaster Taxes. Notwithstanding anything to the contrary above, Attraction Taxes shall not include TicketExchange Taxes.

(d) "Cancelled Attraction" is defined in Section 11(b) hereof.

(e) "Chargebacks" is defined in Section 11(c) hereof.

(f) "Convenience Charge" means the per Ticket amount charged by Ticketmaster to a consumer for the convenience of purchasing Tickets through the TM System.

(g) "Deficiency Amount" is defined in Section 11(d) hereof.

(h) "Face Value" means the face price of a Ticket as determined by Principal, which shall be inclusive of all applicable Attraction Taxes and facility, parking and similar fees.

(i) "Facility" means the venue located at 4100 W. Comanche, Dodge City, KS 67801 and currently known as United Wireless Arena.

(j) "Facility Box Office" means the Facility's Ticket sales locations that are operated by Principal and located at the Facility.

(k) "Group Sales" means sales of Tickets to one person, on behalf of a group of at least fifteen (15) people to attend an Attraction as a group, and not to attend individually or to purchase Tickets with the intent to resell such Tickets.

(l) "Hardware" means all of that certain computer hardware, communications equipment, terminals and hook-ups (including replacements thereof) listed with particularity on Exhibit B, which is attached hereto and incorporated herein by this reference, or otherwise supplied by Ticketmaster to Principal at any time during the Term of this Agreement, but excluding (i) any computer hardware, communications equipment, terminals and hook-ups purchased by Principal to provide the connectivity to and interfacing with the TM System required under this Agreement, and (ii) any computer hardware, communications equipment, terminals and hook-ups purchased by Principal from Ticketmaster.

(m) "House Seats" means Tickets provided by Principal (i) to the Attraction's promoter, performing act or event, or their managers or agents (i.e. band holds); (ii) for distribution through legitimate fan clubs in accordance with current guidelines (i.e. fan club holds); or (iii) for legitimate promotional purposes (e.g. radio station promotions); provided that House Seats Tickets shall not be distributed to the general public.

(n) "Inside Charges" means the amounts Ticketmaster charges Principal to sell, issue and process Tickets utilizing the TM System under this Agreement.

(o) "Internet Sales" means all sales of Tickets over the Internet or any other means of interaction with the TM.com Website.

(p) "Material Financial Event" is defined in Section 11(d) hereof.

(q) "On-Sale Date" is defined in Section 6(d) hereof.

(r) "Outlet" means a retail Ticket selling agency (other than the Facility Box Office) where Tickets for an Attraction are made available and offered for sale to the public through the TM System.

(s) "Principal's Website" means an Internet website(s) owned, operated and maintained by Principal, as the same may be modified from time to time, and any successor format of the same.

(t) "Processing Fee" means the per order amount charged by Ticketmaster to a consumer for purchasing Tickets via Internet Sales or Telephone Sales.

(u) "Sale and Sell" means the terms 'sale,' and 'sell,' and any derivations thereof in this Agreement shall include any distribution for consideration, by any means or method (including without limitation, on the Internet or by auction) and shall include resales.

(v) "Season/Contract Tickets" means specifically designated Tickets sold directly by Principal on an annual basis across all Attractions or across a category of Attractions (i.e., luxury suites, club level seats and season tickets).

(w) "Sellable Capacity" means the number of Tickets that can be sold for an Attraction other than Season/Contract Tickets.

(x) "Set-Up Information" is defined in Section 6(d) hereof.

(y) "Software" means Ticketmaster's ticketing system software known and marketed as Ticketmaster Classic, Ticketmaster AccessManager, Ticketmaster MailManager, TM Charge, Ticketmaster TicketExchange and any new versions thereof that are provided to Principal by Ticketmaster.

(z) "Telephone Sales" means all sales of Tickets through the TM System by telephone, interactive voice response (IVR) and similar means.

(aa) "Term" is defined in Section 2 hereof.

(bb) "Third Party Provider" is defined in Section 4(c) hereof.

(cc) "Ticket" means a printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Attraction, including, without limitation, tickets printed via *ticketFast*[™] at home or elsewhere by the purchaser even if not evidenced by any physical manifestation of such right, such as a "smart card."

(dd) "Ticket Receipts" means the Face Value of a Ticket less the applicable Inside Charge and less the applicable Attraction Taxes, if Ticketmaster is required to remit such amounts to any taxing authority.

(ee) "Ticketmaster AccessManager" means the Ticketmaster AccessManager software which interfaces with the TM System to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets.

(ff) "Ticketmaster TicketExchange" means the Ticketmaster TicketExchange software which allows Ticket purchasers to post Tickets purchased from Ticketmaster off of Ticketmaster Classic for sale to third parties on the TM.com Website. The term "Internet Sales" shall be deemed to exclude sales via Ticketmaster TicketExchange. The term "Software" as used in the Agreement shall be deemed to include Ticketmaster TicketExchange.

(gg) "TicketExchange Buyer Fee" means the amount Ticketmaster charges Ticket buyers to purchase Tickets via Ticketmaster TicketExchange.

(hh) "TicketExchange Fees" means the amounts Ticketmaster charges buyers and sellers to purchase or sell Tickets via Ticketmaster TicketExchange, which fees may include TicketExchange Buyer Fees, TicketExchange Posting Fees, TicketExchange Seller Fees and TicketExchange Processing Fees.

(ii) "TicketExchange Posting Fee" means the amount Ticketmaster charges sellers to post Tickets for sale on Ticketmaster TicketExchange when such Tickets are sold.

(jj) "TicketExchange Posting Price" means the price of a Ticket listed for sale on Ticketmaster TicketExchange which shall be equal to at least the purchase price of the Ticket when originally purchased and no more than the amount permitted by applicable law.

(kk) "TicketExchange Processing Fee" means the amount Ticketmaster charges buyers for the processing of Tickets purchased via Ticketmaster TicketExchange.

(ll) "TicketExchange Seller Fee" means the amount Ticketmaster charges Ticket sellers to sell Tickets via Ticketmaster TicketExchange.

(mm) "TicketExchange Seller Proceeds" means the proceeds paid to a seller after the sale of Tickets via Ticketmaster TicketExchange which amount shall be equal to the TicketExchange Posting Price of the Tickets sold less the TicketExchange Seller Fees, the TicketExchange Posting Fee and any TicketExchange Taxes assessed against the seller.

(nn) "TicketExchange Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or assessments measured by reference to a charge per Ticket sold via Ticketmaster TicketExchange or determined based upon the purchase price of a Ticket sold via Ticketmaster TicketExchange assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities, other than income taxes related to Ticketmaster TicketExchange transactions.

(oo) "TM Charge" means the credit card processing system within the TM System that utilizes the global banking association networks to authorize credit card purchases of Tickets to Attractions sold by Principal from the Facility Box Office as permitted under this Agreement.

(pp) "TM.com Website" means any Internet websites owned, operated and maintained by Ticketmaster, as the same may be modified from time to time, and any successor format of the same and any ticketing property, feature, or product acquired by Ticketmaster or its affiliates that may become available subsequent to the Effective Date, including, without limitation, any co-branded versions and any version

distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies.

(qq) "TM System" means the Hardware, Software, TM.com Website, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, distributing, auditing and controlling the sale of Tickets for Attractions, including, without limitation, at Outlets, by Internet Sales and by Telephone Sales.

2. **Term of Agreement.** The initial term of this Agreement shall begin on the Effective Date and shall continue through June 30, 2015 (the "Term"). Each twelve (12) month period commencing on January 1 and continuing through the following December 31 shall be a "Contract Year" as such term is used herein; provided, however, that the initial Contract Year shall commence on the Effective Date and continue through December 31, 2010 and the last Contract Year shall commence January 1, 2015 and continue through June 30, 2015. After the initial Term, the Term of this Agreement shall automatically be renewed for successive three (3) year periods unless either party hereto notifies the other party in writing, not less than ninety (90) nor more than one hundred and twenty (120) days prior to the end of the initial Term or the then current renewal Term, of its intention not to renew this Agreement.

3. **Compensation.** In consideration for the license by Ticketmaster of the Hardware and Software to Principal, the license by Ticketmaster to Principal of the right to deeplink to the TM.com Website granted herein, and Ticketmaster's continuing services to be performed in connection herewith, Ticketmaster shall be entitled to receive the fees and compensation described herein. Principal consents to the imposition of the charges described herein on all Tickets purchased through the TM System hereunder. Those fees and compensation that are owed by Principal may be deducted by Ticketmaster from the Ticket Receipts collected by Ticketmaster as an agent of Principal under the settlement procedures described in Section 11 hereof.

(a) **Inside Charges:** Ticketmaster shall be entitled to assess and receive from gross Ticket proceeds collected by it as an agent of Principal an Inside Charge with respect to each Ticket sold through Outlets, Telephone Sales and Internet Sales. The amount of the Inside Charge shall initially be as follows:

Type of Transaction	Inside Charge
Outlet sales	\$0.00 per Ticket
Telephone Sales and Internet Sales	Payment Processing Fees set forth in Section 3(c) below
Other Tickets (including complimentary Tickets) printed by or on behalf of Principal	\$0.00 per Ticket

The amount of Inside Charges owed by Principal to Ticketmaster shall be deducted from gross Ticket proceeds in the manner provided in Section 11 hereof.

(b) **Convenience Charge (Per Ticket):** Ticketmaster shall assess a Convenience Charge against purchasers of Tickets for Tickets to all Attractions sold by

Ticketmaster. The amount of the Convenience Charge for each applicable category of Ticket sale shall initially be as follows:

Family Attractions (excluding Feld Attractions)

Face Value of Tickets	Outlets	Internet Sales and Telephone Sales
\$0.00 to \$9.99	\$3.25	\$3.25
\$10.00 to \$19.99	\$4.00	\$4.00
\$20.00 and above	\$4.75	\$4.75

All Other Attractions (excluding Family Attractions)

Face Value of Tickets	Outlets	Internet Sales and Telephone Sales
\$0.00 to \$14.99	\$4.25	\$4.25
\$15.00 to \$24.99	\$5.75	\$5.75
\$25.00 and above	\$6.25	\$6.25

Notwithstanding the above, the Convenience Charges with respect to any Attractions presented by Feld Entertainment ("Feld Attractions") at the Facility shall be determined pursuant to a separate national agreement between Ticketmaster and Feld Entertainment. On January 1, 2012 and on January 1 of every second Contract Year thereafter, the Convenience Charges set forth above shall be automatically increased by \$0.25 per Ticket.

(c) **Payment Processing Fees:** Principal hereby authorizes Ticketmaster to accept American Express, MasterCard, Visa, Discover and Diner's Club charges (and any other credit card, debit card or other electronic method of payment and membership/loyalty program reward points backed by those program sponsors whom Ticketmaster in its reasonable discretion chooses to authorize as a method of payment and which may hereafter be approved by Ticketmaster) in connection with sales of Tickets purchased from Ticketmaster with such electronic methods of payment. Ticketmaster agrees to absorb the payment authorization and processing fees ("Payment Processing Fees") relative to the Convenience Charge and Processing Fee. Principal agrees to absorb the Payment Processing Fees relative to the Face Value of Tickets sold by Telephone Sales and Internet Sales using such electronic methods of payment in an amount equal to 2.26% of the Face Value of all Tickets purchased by such credit cards, which percentage rate shall be deducted by Ticketmaster as an Inside Charge. With respect to purchases at Outlets, the Payment Processing Fees shall be passed on to the Ticket purchaser at the rate of 2.78% by increasing the applicable Convenience Charge by the amount of such Payment Processing Fees, provided that the Convenience Charge will be rounded up to the nearest \$0.05. With respect to any Feld Attractions, Principal agrees that Principal shall be obligated to pay for the Payment Processing Fees for Tickets to Feld Attractions purchased with electronic methods of payment, or shall obtain the agreement of Feld Entertainment to

adjust the Convenience Charge to include the amount of such Payment Processing Fees; in any such event Ticketmaster shall not be obligated to absorb the Payment Processing Fees with respect to the Face Value of Tickets to any Feld Attractions. The rates set forth above are subject to automatic increase due to increases to the interbank rates imposed on Ticketmaster.

(d) **Processing Fee (Per Order)**: Ticketmaster shall assess a Processing Fee against purchasers of Tickets in the amount of \$3.40 with respect to each order of Tickets ordered by Internet Sales and Telephone Sales. Notwithstanding the above, the Processing Fees with respect to any Feld Attractions at the Facility shall be determined pursuant to a separate national agreement between Ticketmaster and Feld Entertainment. The Processing Fee may be increased from time to time consistent with Ticketmaster's processing fee for similar events at similar facilities and is subject to automatic increase equal to any increase (rounded up to the nearest \$0.05) to the postal service rates.

(e) **Ticketmaster AccessManager**: Ticketmaster shall provide Principal with the Ticketmaster AccessManager Hardware listed on Exhibit B and the related software thereto for use at the Facility at a cost determined by Ticketmaster. Principal agrees to utilize and make Ticketmaster AccessManager available to the public at all times throughout the Term of this Agreement at the door(s) of the Facility.

(f) **Principal's Royalties**: Principal shall be entitled to receive Ticket sales royalties (collectively, "Royalties") from Ticketmaster with respect to each Convenience Charge received (and not refunded) by Ticketmaster in the following amounts:

<u>Type of Royalty</u>	<u>Type of Sales</u>	<u>Amount of Royalty</u>
Convenience Charge- All Attractions (excluding Feld Attractions)	Outlets, Telephone Sales and Internet Sales	25% of the Convenience Charge; provided Principal shall only be entitled to such Royalties for Tickets sold with a Convenience Charge of \$3.00 and above

Principal shall not be entitled to Royalties with respect to any Tickets sold to any Feld Attractions at the Facility. Notwithstanding the above, Payment Processing Fees and applicable taxes shall be deducted from the fees above before the Royalties are calculated. The Royalties shall be payable monthly, along with the next settlement after the end of such period conducted under Section 11 below. Principal may use the Royalties in such manner as it determines in its sole discretion.

(g) **Advertising Allowance**: Ticketmaster shall provide Principal with an annual advertising allowance (the "Advertising Allowance") to advertise and promote Ticketmaster as the source for advance Tickets to Attractions at the Facility equal to \$0.35 per Ticket for every Ticket sold by Ticketmaster on behalf of Principal through Outlets, Telephone Sales or Internet Sales to all Attractions during the prior Contract Year. The Advertising Allowance shall be paid to Principal within thirty (30) days of the beginning of each Contract Year with the Advertising Allowance for the first Contract

Year payment to be payable within thirty (30) days of January 1, 2011 based on the number of Tickets sold on behalf of Principal through Outlets, Telephone Sales or Internet Sales for all Attractions from June 1, 2010 through December 31, 2010. In addition, the Advertising Allowance for the last Contract Year (e.g. January 1, 2015 – June 30, 2015) shall be paid within thirty (30) days after June 30, 2015. Each of the advertisements to be placed using the Advertising Allowance shall include the Ticketmaster logo, Outlets and charge by phone number as well as the American Express logo and the following wording under Ticketmaster's charge by phone number: "The American Express Card - The Preferred Card of Ticketmaster," or any other sponsor's name, logo or other representation as solely designated by Ticketmaster. In the event Ticketmaster designates a sponsor other than American Express, each of the advertisements to be placed using the Advertising Allowance shall include the Ticketmaster logo, Outlets and charge by phone number as well as such other sponsor's logo and the wording designated by Ticketmaster under Ticketmaster's charge by phone number. Proofs of each such advertisement must be furnished by Principal to Ticketmaster for approval prior to its publication. However, once a proof has been approved, subsequent ads using the same manner of advertising will require oral approval only. Principal shall furnish Ticketmaster with copy of the actual invoices covering the costs expended by Principal in placing such advertisements.

(h) **TM Charge:**

(i) **Features.** Ticketmaster shall provide TM Charge to Principal for use in processing Principal's credit card sales of Tickets and related transactions from the Facility Box Office utilizing the TM System. TM Charge is compatible with Ticketmaster's technology solutions and includes the following features:

- immediate credit card authorization for Ticket sales using major credit cards;
- ability to accept all major credit cards, including Visa, MasterCard, American Express, Discover and Diners Club;
- generation of printed receipts for the consumer and the Facility Box Office at the time of sale;
- settlement of Principal's credit card transactions after the close of Ticketmaster's business day;
- deposit of funds directly in Principal's specified merchant bank accounts; and
- daily access to reports regarding authorized and settled transactions.

(ii) **Operation.** Principal shall establish its own merchant numbers as necessary to process the credit cards that Principal wants to accept. Ticketmaster shall transmit data relating to Ticket sales made by Principal using TM Charge to Ticketmaster's credit card processor (the "Processor"). Processor will then

transmit such data to the applicable credit card company for payment to Principal, subject to Principal having entered into the applicable Principal Processor Agreements (as further described below). Ticketmaster shall use its best efforts to ensure the accuracy of information transferred from the Processor via TM Charge, but Ticketmaster does not guarantee the accuracy and timeliness of such information. Principal shall comply with all applicable credit card association or company guidelines (e.g. swiping all retail transactions and using customer address information for all non-face-to-face transactions).

(iii) Information Provided by Principal. As soon as practicable after the date of this Agreement, Principal shall (x) provide Ticketmaster with the account name and location for Ticketmaster to use for the transmission of sales data and (y) notify Ticketmaster and Processor of the account(s) where Principal wishes settlement deposits to be made by the Processor. Principal shall be responsible for promptly notifying Ticketmaster and Processor, if applicable, of any changes to the information provided pursuant to this section.

(iv) Reports. Ticketmaster shall provide Principal with daily transaction reports regarding authorized and settled transactions. Principal shall review, on a regular basis, all reports provided to Principal by Ticketmaster. Principal also agrees that, for operational and monitoring purposes, the Processor may provide Ticketmaster with processing and settlement reports related to sales of Tickets via TM Charge.

(v) Fees. In connection with Principal's credit card sales of Tickets authorized via TM Charge using either Visa or MasterCard, the Processor shall deduct the merchant fees in the amount of 2.26% of transactions processed on a daily basis. The fees set forth above are subject to automatic increases equal to any actual increases in Ticketmaster's Processor fees or based on increases in credit card association or credit card company fees (such as interchange, assessments or other charges). Principal shall also be responsible for any and all other amounts charged to Ticketmaster (if any) by a Processor for processing Principal's transactions, including, without limitation, chargebacks, fraudulent credit card use and additional charges for failure to meet the specific timing or other qualifications of the applicable credit card association or company. In the event that Principal desires to process any credit cards other than Visa or MasterCard utilizing TM Charge, then the fees for such service shall be mutually agreed upon by Principal and such credit card companies, and Principal shall enter into its own merchant agreement with such credit card companies.

(vi) Effect of Termination of Ticketmaster's Processor Agreement. Ticketmaster has entered into an agreement with the Processor (the "Processor Agreement"), and Principal agrees to enter into an agreement with such Processor (the "Principal Processor Agreement") as soon as practicable after the date of this Agreement. The Principal Processor Agreement shall provide that if the related Processor Agreement expires or terminates, then the Principal Processor Agreement shall also expire or terminate without any early termination penalties or charges. In order to facilitate streamlined credit card authorization processing for Ticketmaster and its clients, Ticketmaster continues to seek to maintain relationships with superior processors throughout the Term of this Agreement. In the event that Ticketmaster

elects to use a different or new Processor, Principal shall enter into an agreement with such new Processor.

(vii) License and Maintenance Fees. The license and maintenance fees for TM Charge shall be waived during the Term of this Agreement.

(i) Ticketmaster TicketExchange: Ticketmaster shall enable Ticketmaster TicketExchange for mutually agreed Attractions in accordance with Ticketmaster's standard timing parameters for Ticketmaster TicketExchange transactions, and Ticketmaster shall provide sellers with the TicketExchange Seller Proceeds in accordance with Ticketmaster's terms and conditions provided on the TM.com Website. If applicable law requires Principal's consent for sellers to sell Tickets in excess of the original purchase price, then Principal consents to such sales in excess of the original purchase price of the Ticket and as designated by the seller, regardless of whether such amount is greater than limits that would be applicable without such consent. Principal may terminate such consent upon five (5) days prior notice to Ticketmaster, provided that such termination will not be applicable to Tickets posted for sale before such termination becomes effective.

(i) TicketExchange Fees. Ticketmaster shall be entitled to assess and receive TicketExchange Fees against buyers and sellers of Tickets via Ticketmaster TicketExchange. The amounts of the TicketExchange Fees shall initially be as set forth below.

<u>Type of TicketExchange Fee</u>	<u>Amount of TicketExchange Fee</u>
TicketExchange Seller Fee	10% of TicketExchange Posting Price per Ticket
TicketExchange Posting Fee	\$3.00 per order
TicketExchange Buyer Fee	10% of TicketExchange Posting Price per Ticket
TicketExchange Processing Fee	\$5.00 per Ticket

The TicketExchange Posting Fee and the TicketExchange Processing Fee shall be automatically increased on the first day of each Contract Year by five percent (5%) of the TicketExchange Posting Fee and TicketExchange Processing Fee in effect during the prior Contract Year.

(ii) Credit Card Company Fees for Ticketmaster TicketExchange Transactions. The credit card company charges for Ticketmaster TicketExchange transactions shall initially be an amount equal to 3.5% of the TicketExchange Posting Price, TicketExchange Posting Fee, TicketExchange Buyer Fee, TicketExchange Processing Fee and TicketExchange Taxes, which credit card company charge shall be deducted from the TicketExchange Fees. The credit card company rate set forth above is subject to automatic increase due to increases in interbank rates imposed on Ticketmaster. Notwithstanding anything to the contrary in

the Agreement, Ticketmaster shall be responsible for any Chargebacks assessed by its merchant bank in connection with Ticketmaster TicketExchange transactions.

(iii) TicketExchange Taxes. Any applicable TicketExchange Taxes assessed against the seller in connection with a TicketExchange transaction shall be paid for by the seller, and any other applicable TicketExchange Taxes required in connection with a TicketExchange transaction shall be paid for by the buyer. Until such time as the TicketExchange Taxes can be separately listed and assessed via Ticketmaster TicketExchange, the TicketExchange Buyer Fee shall be increased by the amount of such TicketExchange Taxes to be paid for by the buyer. Ticketmaster shall be responsible for calculating the TicketExchange Taxes and for remitting the TicketExchange Taxes to the taxing authority.

(iv) TicketExchange Fee Royalties. Principal shall be entitled to receive TicketExchange Fee royalties ("TicketExchange Royalties") from Ticketmaster with respect to each TicketExchange Seller Fee, TicketExchange Posting Fee, TicketExchange Buyer Fee and TicketExchange Processing Fee received (and not refunded) by Ticketmaster. The amounts of the TicketExchange Royalties are as set forth below.

<u>Type of TicketExchange Royalty</u>	<u>Amount of TicketExchange Royalty</u>
TicketExchange Seller Fee	40% of TicketExchange Seller Fee
TicketExchange Posting Fee	40% of TicketExchange Posting Fee
TicketExchange Buyer Fee	40% of TicketExchange Buyer Fee
TicketExchange Processing Fee	40% of TicketExchange Processing Fee

Notwithstanding the above, Principal shall not be entitled to TicketExchange Royalties with respect to the portions of the TicketExchange Fees attributable to credit card charges or TicketExchange Taxes, which amounts shall be deducted from the TicketExchange Fees before the TicketExchange Royalty related to the particular TicketExchange Fee is calculated. The TicketExchange Royalties to which Principal is entitled shall be paid monthly for the Attractions that occurred during the prior month.

(j) ticketFast Delivery Fee. Ticketmaster shall assess a ticketFast Delivery fee against purchasers of Tickets who elect the *ticketFast*TM delivery option in the amount of \$2.50 per order. The ticketFast Delivery fee may be increased from time to time consistent with Ticketmaster's ticketFast Delivery fees at similar facilities, or reduced or eliminated at any time during the Term. For the avoidance of doubt, in the event the ticketFast Delivery fee is eliminated at any time during the Term of this Agreement, Principal shall no longer be entitled to any Royalties with respect to the ticketFast Delivery fee.

4. **Ticket Sales; Exclusivity.**

(a) **Grant of Rights:** Principal hereby grants to Ticketmaster, and Ticketmaster accepts from Principal, the exclusive right during the Term of this Agreement to sell, as Principal's exclusive agent, all Tickets for the Sellable Capacity for every Attraction, via any and all means and methods, including, without limitation, on the Internet, by telephone, computer, IVR, television, clubs, or outlets, or by any other means of distribution. Principal shall ensure that the entire Sellable Capacity for every Attraction shall be made available for distribution on the TM System in accordance with the terms and conditions set forth in this Agreement.

(b) **Sales by Principal:** Subject to the terms of this Section 4 and notwithstanding the above, Principal retains the right to: (i) sell single Tickets from the Facility Box Office to persons physically present at the Facility Box Office; (ii) sell Season/Contract Tickets; (iii) conduct Group Sales of Tickets; and (iv) provide a reasonable number of House Seats to any Attraction.

(c) **No Third Party Systems or Services:** Notwithstanding the above, Principal shall not directly or indirectly from the Facility Box Office or otherwise (i) use, sponsor, promote, advertise, authorize or permit the use of any Internet website other than the TM.com Website or any equipment or services of any computerized or Internet ticketing company or system other than the TM System (any such website, equipment, services, company or system, a "Third Party Provider") in connection with the sale, resale or issuance of Tickets; or (ii) sell or issue Tickets to any person who Principal believes (or has a reasonable basis to believe) will sell or issue such Tickets using a Third Party Provider. In addition, Principal shall not directly or indirectly authorize or permit any Tickets for any Attraction which are retained, purchased, controlled or otherwise acquired or obtained by any House Seat Recipient or any of its affiliates to be sold or issued in any way and for any purpose using a Third Party Provider. Principal will be deemed to have a reasonable basis to believe that a person will sell or issue Tickets using a Third Party Provider if Principal is aware that such person or any of its affiliates is currently doing so with respect to tickets for current attractions or has actually done so in the past with respect to any of Principal's tickets.

(d) **No Minimum Sales:** It is agreed and understood that neither Ticketmaster nor Principal guarantees or will guarantee that any minimum or fixed number of Tickets will be sold through the TM System for any Attraction.

(e) **New Methods of Sales:** The parties agree that the exclusive ticketing rights granted to Ticketmaster herein are to include all future methods of and technologies for Ticket distribution which may be developed from time to time during the Term of this Agreement, including, without limitation, new ways of selling, distributing and accepting Tickets.

5. **License and Use of Hardware and Software.**

(a) **License of Hardware and Software:** Ticketmaster hereby grants Principal a non-exclusive, non-transferable license to use the executable code and any associated online documentation and instruction manuals of the Software and a license to use the Hardware (collectively, the "License") in exchange for the fees and compensation set forth herein. Principal shall permit Ticketmaster, at Ticketmaster's

sole discretion and upon reasonable written notice, the right at a reasonable time to inspect Principal's pertinent sites and equipment (including any existing LAN or other network user monitor device) for the purpose of determining compliance with the terms of the License granted hereunder. Within twenty-one (21) days of a request from Ticketmaster, Principal shall provide to Ticketmaster, in writing, a warranty and representation that Principal has complied with the License hereunder.

(b) **Use of Hardware and Software**: The Hardware and Software and all materials related to such Hardware and Software may only be used by Principal in connection with systems used, operated and owned by Ticketmaster, and only for the purposes stated in this Agreement, and may not be utilized (i) with any Third Party Provider or (ii) by or for any other person or entity. Principal shall use the Hardware in a careful and proper manner and shall comply with and conform to all federal, state, county, municipal and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Hardware. Principal hereby agrees: (i) not to permit copying or reproduction of the Hardware or Software in any manner, including without limitation, use in a sharing arrangement or transmission over the Internet or over e-mail and similar electronic transmission; (ii) not to disassemble, re-manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works, decompile or reverse engineer the Hardware or Software in any way nor merge them into any other program for any purpose; (iii) not to transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose or otherwise make available the Hardware or Software, or any rights therein or copies or derivatives thereof, including other templates or working systems; (iv) not to delete, remove, change or otherwise alter any trademarks, copyright notices or other proprietary marks in or on the Hardware or Software, or any copies, modifications or partial copies thereof; (v) not to "hack," or attempt to "hack," any of the Software, the servers on which the Software is hosted or any other portion of the Ticketmaster network, or otherwise attempt to circumvent, or navigate outside of, the borders of such Software servers in any manner whatsoever; and (vi) not to use the Hardware or Software in conjunction with any other ticket distribution company and/or software other than Ticketmaster's software or products. Neither Principal, nor its employees, agents, servants or representatives, shall alter, modify, copy or add to the Software without the prior written consent of Ticketmaster.

(c) **New Versions of Software**: Ticketmaster may, from time to time, upgrade or enhance the current version of the Software, and, if it does so, it will issue copies of the upgraded or enhanced versions of the Software to Principal for no additional fee. The provision of new releases of the Software by Ticketmaster shall be subject to the conditions, limitations and restrictions of this Agreement.

(d) **New Functionalities or New Hardware**: Ticketmaster reserves the right to levy additional charges for new functionalities added to the Software that are not included in new versions of such Software or for upgraded Hardware requested by Principal. Ticketmaster reserves the right to determine whether requests by Principal for new options for or enhancements to the Software shall be incorporated in new versions of the Software or instead considered new functionalities.

(e) **Passwords**: Principal agrees that use of the Software by Principal shall be restricted to a reasonable number of Principal's personnel having passwords in the event that Ticketmaster assigns such passwords. Such passwords shall not be transferable without the written permission of Ticketmaster, which permission shall not be unreasonably delayed or withheld. Upon Ticketmaster's reasonable request, Principal (i) shall identify, as the case may be, the users (by name, position and site address), which use or view the Software or from where the Software is used and (ii) shall provide to Ticketmaster access to any database which records access to the Software.

6. **Ticketmaster's Services.**

(a) **Installation; Line Costs**: Following the execution of this Agreement, and subject to Principal's obligations below, Ticketmaster shall proceed with due diligence to install the Hardware and to provide Principal with access to the Software. Principal will provide (i) connectivity and interfacing that satisfy Ticketmaster's minimum system requirements and (ii) unless otherwise agreed to between the parties, any type of equipment and technology necessary to assist Ticketmaster in completing the installation of the Hardware and Software. Ticketmaster shall have no responsibility for any internal wiring or cabling (e.g., electrical, data lines, etc.) at the Facility, Principal's administrative office and/or Principal's pertinent sites necessary for the installation or operation of Ticketmaster AccessManager, or for proper functioning of the TM System. Principal will make its technical personnel available to meet with Ticketmaster personnel to discuss the installation of the Hardware and Software. The cost of all telephone line connections between the central computer facility and the Facility, and all monthly telephone line costs with respect to the operation of the TM System between the Facility and the central computer facility, shall be borne solely by Ticketmaster.

(b) **Telephone Sales**: Ticketmaster shall provide telephone Ticket sales services on behalf of Principal with respect to Attractions and, in that regard, shall receive telephone calls for Ticket sales Monday through Sunday, except on Christmas Day. Such telephone service will be adequately staffed to perform ongoing licensed user assistance with respect to Ticket sales.

(c) **Internet Sales**: Following the execution of this Agreement, Ticketmaster shall proceed with due diligence to create pages within the applicable version of the TM.com Website to present information with respect to Tickets for Attractions to facilitate Internet Sales to such Attractions. Such pages shall be designed in accordance with the look and feel of the TM.com Website, as such design may change from time to time. Ticketmaster shall operate one or more versions of the TM.com Website with respect to the sale of Tickets to Attractions or a successor website on the World Wide Web or any successor thereto every day of the year, excepting such reasonable down time as may be necessary or appropriate for website maintenance and updating for the purpose of, among other things, sales of Tickets to Attractions.

(d) **Attraction Set-Up**: In order to effectively utilize Ticketmaster's distribution technologies, within a reasonable time before (but in no event less than the

time period described below) the scheduled on-sale date of Tickets for each Attraction (the "On-Sale Date"), Principal shall furnish Ticketmaster with all necessary information with respect to the Attraction, including, without limitation, seating layout of the Facility, Ticket structure, discounts permissible, Attraction Taxes any information necessary to calculate Attraction Taxes, if applicable, Ticket header information, color logos, entry information, vision and hearing information, wheelchair and other accessible seating information and such other information as is necessary for the proper sale of Tickets at the Facility Box Office, at all Outlets, by Internet Sales and by Telephone Sales (collectively, the "Set-Up Information"). The parties intend that all accessible seating Tickets that are available for sale to persons desiring accessible seating shall be made available for sale on the TM System and such accessible seating Tickets shall be released into the general pool of Tickets that are available for sale no earlier than forty-eight (48) hours before an Attraction. Principal must provide the Set-Up Information to Ticketmaster at least five (5) business days prior to the On-Sale Date for new Attractions that do not utilize seating charts then existing in the TM System. Principal must provide the Set-Up Information to Ticketmaster at least three (3) business days prior to the On-Sale Date for new Attractions that utilize seating charts then existing in the TM System. Notwithstanding anything contained herein to the contrary, Ticketmaster shall have no responsibility and Principal shall indemnify and hold Ticketmaster harmless from and against any and all liabilities, claims, expenses (including court costs and reasonable attorneys' fees) and causes of action resulting from the inaccuracy of any Set-Up Information furnished by Principal pursuant hereto.

(e) **Ticket Stock:** Principal shall be responsible for the security of Ticket stock in its possession, and the risk of loss of Ticket stock shall shift to Principal upon the delivery thereof to Principal or Principal's authorized representative, agent or employee.

(f) **Supplies:** Nondurable operational supplies which are used at the Facility in connection with the operation of the Hardware and Software, including, without limitation, line printer paper, printer toner and ribbons, shall be paid for by Principal, and Principal shall be responsible for maintaining adequate supplies thereof to assure continuous operations at the Facility.

7. **Maintenance and Support of Software and Hardware.**

(a) **Hardware and Software Maintenance and Support:** Ticketmaster shall provide ordinary and routine maintenance, repair and support of the Hardware and Software at the Facility for functions in connection with the sale of Tickets to Attractions at no additional cost to Principal, provided that such maintenance, repair or support is not necessitated by the negligence or willful misconduct of Principal, its employees, agents or representatives.

(b) **Notification by Principal:** In the event of any breakdown or malfunction in the operation of the Hardware, or difficulties encountered in connection with access to the Software, Principal agrees to promptly notify Ticketmaster of any such breakdown, malfunction or difficulty to assist Ticketmaster in performing its obligations hereunder.

(c) **Central Computer Facility:** Ticketmaster shall, at its sole expense, maintain one or more central computer facility(ies) at such location(s) as it shall deem necessary for the operation of the TM System. Ticketmaster represents and warrants that adequate support personnel on duty at the central computer facility will be available to meet the reasonably anticipated service needs of Principal from time to time. In the event of any emergency, Ticketmaster further agrees to respond to such emergency as quickly as possible to provide Principal with repair services. Support services will be provided, on a return call basis, during Ticketmaster's normal business hours by personnel qualified to answer telephone inquiries by Principal seeking advice on questions and problems. Non-emergency calls made at the end of the day, which require support services that would keep staff beyond normal working hours, will be deferred to the following business day. Pager support will be provided for off-hour critical system emergencies.

(d) **Access to Principal's Equipment and Data:** In order to correctly diagnose faults in the equipment and data and otherwise to determine compliance with the terms of this Agreement, Principal will provide Ticketmaster 24 hour remote access to Principal's installation, pertinent sites, equipment (including any existing LAN or other network user monitor device) and user data. Failure to provide such access may prohibit effective action by Ticketmaster and render Ticketmaster unable to proceed, and in such circumstances, Ticketmaster shall be under no liability for failure to perform its obligations hereunder.

8. **Training of Principal's Employees.** Principal shall staff the Facility Box Office with its employees for the proper operation of the TM System for Ticket sales made through the Facility. Ticketmaster shall train, at its expense, Principal's employees who shall be reasonably necessary for the initial staffing of the Facility Box Office and for initial operation of the TM System at the Facility. Ticketmaster shall also provide additional training at its cost to other employees of Principal to the extent such training is necessary as a consequence of changes in, or a modification of, the Hardware or Software initiated by Ticketmaster or in Ticketmaster's method of operation. To the extent of any change in personnel by Principal in connection with Facility Box Office sales requiring additional training beyond that initially contemplated hereunder, Principal agrees to absorb all of the expenses (including any and all travel expenses) thereof.

9. **Facility Box Office Will-Call Services.** At all times during the Term of this Agreement, Principal shall maintain a designated Facility Box Office location for the pick-up of Tickets purchased through Internet Sales and Telephone Sales. The pick-up location shall be open during the normal hours of operation of the Facility Box Office. Principal shall notify Ticketmaster of Principal's will-call capabilities and will-call Facility Box Office hours. Principal shall verify the identity of each person picking up Tickets at will-call via a valid photo identification (government issued) and the credit card used in the Ticket sales transaction. Principal shall not release Tickets to any customer whose identity has not been so verified.

10. **Advertising.**

(a) **Advertising on Tickets and Envelopes:** Ticketmaster shall pay for all Ticket stock for Tickets printed or sold at the Facility Box Office. Principal shall have the right to sell advertising on Ticket stock printed or sold at the Facility Box Office and Ticket envelopes to the extent such Ticket stock and envelopes are paid for by Principal. Ticketmaster shall have the right to sell advertising on Ticket stock or envelopes with respect to (i) Tickets sold by Ticketmaster and (ii) Tickets sold by Principal to the extent such Ticket stock and envelopes are paid for by Ticketmaster.

(b) **Advertisement of Attractions:** Principal hereby grants to Ticketmaster the right, in Ticketmaster's sole discretion, to advertise, in any medium determined by Ticketmaster, including on the TM.com Website or other Ticketmaster or affiliated websites, Attractions and the availability of Tickets at the Facility Box Office, at all Outlets, and by Internet Sales and Telephone Sales and, in connection therewith, to use the name and logo of Principal and the Attraction, Principal's Website address, the Facility and all other information respecting the Attraction. Principal may, during the Term hereof, provide and place advertisements in any form of media which Principal shall desire to promote the availability of Tickets (except on websites or other media operated by, or on behalf of, third-party ticketing companies); provided, however, that in the event Principal shall place any such advertisements, it shall use its best efforts to cause Ticketmaster's name, logos, applicable TM.com Website address and charge-by-phone number to be displayed in the advertisement, as well as the address of the Facility and, if possible, the identity of the Outlets where Tickets may be purchased. In this regard, Principal shall cause Principal's Website, if any, to deeplink to specified web page(s) within the applicable TM.com Website where ticket purchasers can begin the process of purchasing Tickets to Attractions bypassing earlier web pages shown to other ticket purchasers within the TM.com Website. Principal agrees to promote the availability of Tickets on the TM.com Website by including, at a minimum, one "above-the-fold" graphic Ticketmaster branded link to the TM.com Website on each web page featuring one or more of the Attractions on Principal's Website, if any. Such link will include the TM.com Website graphic logo and a call to action such as "buy tickets."

(c) **Advertising Revenue:** Ticketmaster and Principal shall separately receive and retain all income derived from advertising which each is entitled to sell under subsections (a) and (b) above.

(d) **Ticketmaster Client Style Guide:** The look and feel of any and all links from Principal's Website to the TM.com Website are subject to Ticketmaster's prior approval. Principal shall comply with all terms and conditions of Ticketmaster's Client Style Guide, as it may be updated from time to time. A current copy is available online at <http://ticketmaster.com/client>.

(e) **Signage:** Principal may designate doors to accept *ticketFast*[™] tickets. At any such designated door, Principal shall affix and shall keep in place at all times in a prominent location signage that complies with Ticketmaster's Client Style Guide.

11. **Accounting Procedures.**

(a) **Weekly Payments:** Ticketmaster shall collect and deposit all Ticket Receipts derived from Ticket sales for Attractions from all Outlets, Internet Sales and Telephone Sales in an account to be maintained by Ticketmaster. Withdrawals of Ticket Receipts to which Principal is entitled shall be made from such account by Ticketmaster and delivered to Principal on Friday of each week with each weekly payment to be on account of TM System Ticket sales for Attractions made by Ticketmaster during Monday through Sunday of the week preceding such payment date. Each weekly payment shall be accompanied by a written accounting.

(b) **Cancelled Attractions; Refunds:** In the event that any Attraction for which Ticketmaster sold Tickets or processed transactions hereunder is cancelled, postponed, or modified (e.g., substitute acts) for any reason (each, a "Cancelled Attraction"), the Account Balance shall be held and made available for distribution by Ticketmaster to Ticket purchasers entitled to refunds for Tickets for Cancelled Attractions purchased from Ticketmaster. For purposes of this Agreement, the term "Account Balance" shall mean the amount of funds held at any time by Ticketmaster on account of Ticket sales for all Attractions, less the amount of Ticket sales proceeds which Ticketmaster is entitled to retain hereunder. Principal authorizes Ticketmaster to refund the Ticket price at the original point of purchase (e.g., at Outlets or by Internet Sales or Telephone Sales) in such manner (e.g. by crediting the consumer's credit card) and at such time (e.g. before or after the scheduled date of the performance of such Attraction) as Ticketmaster, in its sole discretion, determines and to exchange Tickets pursuant to any exchange policy that may be adopted by Principal and Ticketmaster. It is agreed and understood that Ticketmaster is the Ticket selling agent of Principal and therefore Ticketmaster's agreement to make any refunds as the agent of Principal is subject and limited to Ticketmaster holding or receiving from Principal the full amount of funds necessary to make refunds to all Ticket purchasers properly entitled to a refund. Principal and Ticketmaster agree that Ticketmaster shall be entitled to retain the Inside Charges, Convenience Charges and Processing Fees assessable with respect to the initial sale of Tickets to Cancelled Attractions and any other fees assessable although no additional compensation shall be payable to, or fee assessed by, Ticketmaster with respect to the exchange of any Tickets initially purchased from Ticketmaster. Principal shall be responsible for all refunds and exchanges of Tickets initially purchased at the Facility Box Office.

(c) **Chargebacks:** Ticketmaster reserves the right to deduct from Principal's settlement, portions of any Chargebacks that Ticketmaster is assessed by its merchant bank related to the Face Value, Processing Fee, Principal's credit card fee (as set forth in Section 3(c) above) and any other fees due from Ticketmaster to Principal for up to eighteen (18) months after the occurrence of an Attraction. Ticketmaster shall be responsible for the remaining portions of any Chargebacks, except to the extent caused by Principal's failure to obtain signatures, swipe credit cards, or follow any procedures provided by Ticketmaster or the merchant bank with respect to acceptance of credit cards, including, but not limited to, cardholder verification instructions for will-call and other alternative Ticket delivery/pick-up services. For purposes of this Agreement, "Chargebacks" shall mean the amounts that the merchant bank is charged back by a cardholder or a card issuer under the card organization's rules (e.g., cardholder dispute, fraud, declined transaction, returned Tickets for Cancelled Attractions, etc.).

(d) **Insolvency; Deficiency Amounts; Security for Repayment:**

Principal shall provide immediate written notice to Ticketmaster in the event it files any voluntary or involuntary petition under the bankruptcy or insolvency laws or upon any appointment of a receiver for all or any portion of Principal's business or the assignment of all or substantially all of the assets of Principal for the benefit of creditors (each, a "Material Financial Event"). The parties agree that this Agreement constitutes a financial accommodation by Ticketmaster to Principal as such term is utilized in 11 U.S.C. §365. If at any time, the Account Balance is not sufficient to pay for anticipated refunds or Chargebacks, Principal shall deliver the amount of such deficiency ("Deficiency Amount") to Ticketmaster no later than twenty-four (24) hours after notice by Ticketmaster to Principal. Ticketmaster shall have the right to setoff any Deficiency Amount against any amounts held by Ticketmaster on behalf of Principal. In the event of any Material Financial Event or in the event Principal has not paid any Deficiency Amount when due, Ticketmaster shall have the option to require Principal to provide additional security to Ticketmaster of a type (e.g., letter of credit, guaranty or performance bond) and in an amount as requested by Ticketmaster in its sole discretion, which Principal shall provide to Ticketmaster within five (5) business days after Ticketmaster's request, and/or to suspend payment of Ticket Receipts in advance of the occurrence of Attractions and instead deliver Ticket Receipts to which Principal is entitled post-performance (i.e. Friday of each week with respect to Attractions that occurred Monday through Sunday of the week preceding such payment date). Ticketmaster reserves the right to require Principal to provide current financial statements to Ticketmaster within five (5) business days after Ticketmaster's written request.

(e) **Counterfeit Tickets:** It is agreed and understood that Ticketmaster shall not be liable to Principal for the printing and sale of counterfeit Tickets, including, without limitation, *ticketFast*[™] Tickets.

12. **Taxes.**

(a) **Taxes on Hardware:** Principal shall keep the Hardware free and clear of all levies, liens and encumbrances which are caused by Principal or under Principal's control and shall promptly reimburse Ticketmaster for all license fees, registration fees, assessments, charges and taxes, whether federal, state, county, municipal or other governmental or quasi-governmental, with respect to the Hardware located at the Facility, including, without limitation, use, excise and property taxes, and penalties and interest with respect thereto, except and excluding, however, any taxes based on or measured solely by Ticketmaster's net income.

(b) **Attraction Taxes:** Principal shall be responsible for calculating any and all Principal Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Principal Taxes, and for timely remitting Principal Taxes to the appropriate taxing authority. Ticketmaster will collect and turn over to Principal the amounts to which Principal is entitled as provided in Section 11. In the event that Ticketmaster pays any Principal Taxes on behalf of Principal, Principal shall promptly reimburse Ticketmaster for any and all such Principal Taxes paid by Ticketmaster, including penalties and interest assessed with respect thereto (other than Principal Taxes, penalties and interest that Ticketmaster pays directly out of Principal's

Ticket Receipts), and shall also promptly reimburse Ticketmaster for any and all expenses (including reasonable attorneys' fees) or damages that result from the failure by Principal to properly calculate and timely remit Principal Taxes assessed on all amounts received by Principal under this Agreement, to timely file all related returns or reports, or to timely reimburse Ticketmaster for any and all such Principal Taxes, interest and penalties as provided above. Notwithstanding the foregoing, in the event that Ticketmaster is ever required by applicable law to remit Principal Taxes directly on behalf of Principal and file related tax returns or reports, Ticketmaster shall have the right to do so upon notice to Principal, and thereafter "Ticket Receipts" shall be defined to be reduced by such Principal Taxes. Ticketmaster shall be responsible for calculating any and all Ticketmaster Taxes, for preparing and timely filing any and all tax returns or reports required to be filed in respect of any such Ticketmaster Taxes, and for timely remitting such Ticketmaster Taxes to the appropriate taxing authority.

(c) **Principal's Taxpayer ID Number:** Principal certifies that Principal's federal taxpayer identification number (FEIN or SSN) is 48-6008416. Principal further certifies that its state taxpayer identification or registration number for the state in which the Facility is located is KANSAS.

(d) **Taxes on License Fees and Maintenance Fees:** The license fees and maintenance fees set forth in this Agreement are exclusive of any sales, use, value added, excise or other taxes, and Principal shall be responsible for paying all such applicable taxes.

13. **Audit of Sales.** At all times during the Term of this Agreement, (i) Principal shall have the right at its own expense to audit Ticket sales for Attractions by Ticketmaster to assure Ticketmaster's compliance with the terms of this Agreement, and (ii) Ticketmaster shall have the right at its own expense to audit Ticket sales for Attractions made by Principal and by others (including, without limitation, the promoter and sponsor of any Attraction and the act or event itself) to assure their compliance with the terms of this Agreement.

14. **Protection of Hardware and Software.**

(a) **Loss and Damage to the Hardware:** Principal acknowledges that the Hardware will be used by Principal at the Facility, and that Ticketmaster does not own, operate or control such location. Accordingly, Principal hereby assumes and shall bear the entire risk of loss and damage to the Hardware, ordinary wear and tear excepted, whether or not insured against, once installed, unless occasioned by the negligence of Ticketmaster, from any and every cause whatsoever from the date of delivery of the Hardware to the Facility or Principal's site until removal thereof following termination of this Agreement. No such loss or damage to the Hardware shall impair any obligation of Principal under this Agreement. In the event of loss or damage of any kind to any Hardware, Principal, at its sole option, shall within thirty (30) days after such loss or damage:

(i) Place the same, or replace the same with similar property, in good repair, condition and working order to the satisfaction of Ticketmaster; or

(ii) Pay Ticketmaster in cash the full replacement cost of the Hardware, and Ticketmaster shall promptly install new hardware to replace the lost or damaged Hardware.

(b) **Insurance of the Hardware:**

(i) Principal shall, at its own expense, provide and maintain at all times during the Term hereof insurance to protect the Hardware against loss caused by fire (with extended coverage), vandalism, malicious mischief, theft, or any other cause in an amount equal to the full replacement value of the Hardware as determined by Ticketmaster. Should Principal become unable to provide or maintain such insurance coverage, Principal shall promptly notify Ticketmaster in writing prior to the expiration of any such coverage, and, thereafter, Ticketmaster shall have the right, but shall not be obligated, to provide insurance coverage for the occurrences specified above and charge Principal the costs of such insurance coverage;

(ii) Principal shall provide, at its sole expense, comprehensive or commercial general liability and property damage insurance with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate for its protection and the protection of Ticketmaster; and

(iii) Except as expressly provided in clause (ii) above, all insurance provided and maintained by Principal shall be in such amounts, under such forms of policies, upon such terms, for such periods and written by such companies as Ticketmaster and Principal shall agree upon, and in all cases such insurance policies shall provide for the waiver of the insurer's right of subrogation against Principal and Ticketmaster. All policies of insurance shall name Ticketmaster as an additional insured and shall provide for at least thirty (30) days' prior written notice of cancellation, non-renewal or material modification to Ticketmaster. Principal shall furnish Ticketmaster with certificates of such insurance or other evidence satisfactory to Ticketmaster as to its compliance with the provisions of this Section.

(c) **Title to the Hardware and Software:** Principal covenants and agrees that the Hardware, Software, and any deliverables or work product furnished under this Agreement are, and shall at all times be and remain, personal property which shall, at all times, remain the sole and exclusive property of Ticketmaster, and Principal shall have no right, title or interest therein or thereto except as a licensed user thereof. Principal hereby agrees that it will, whenever reasonably requested by Ticketmaster, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, agreements, instruments, and documents necessary or desirable, in form satisfactory to Ticketmaster, to protect the rights and ownership of Ticketmaster to and of the Hardware and Software, including but not limited to certificates from parties with a real property interest in the premises wherein the Hardware may be located waiving any claim with respect to the Hardware. Except as may be necessary to prevent damage to or destruction of the Hardware, Principal will not move the Hardware nor permit such Hardware to be moved without Ticketmaster's prior written consent, which consent shall not be unreasonably withheld, and shall give Ticketmaster prompt written notice of any attachment or other judicial process affecting any item of Hardware. Upon the expiration or termination of this Agreement, Principal shall return the Hardware and

Software to Ticketmaster. The Hardware returned to Ticketmaster shall be in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, and any and all licenses and other rights to the Software shall terminate with respect to Principal. Principal's obligations under this Section 14 shall survive the termination or expiration of this Agreement.

(d) **Designation of Ownership:** If, at any time during the Term hereof, Ticketmaster supplies Principal with labels, plates or other markings stating that the Hardware or Software is owned by Ticketmaster, Principal shall affix and keep the same in a prominent place on the Hardware or Software, as applicable, in recognition of Ticketmaster's ownership of the same.

15. **Termination.**

(a) Upon an Event of Default pursuant to Exhibit A by Ticketmaster, Ticketmaster shall, without demand, forthwith pay to Principal all amounts due and owing pursuant hereto, and Principal may:

(i) require Ticketmaster to remove all Hardware and if applicable, all Software from the Facility; and

(ii) terminate this Agreement.

(b) Upon an Event of Default pursuant to Exhibit A by Principal, Principal shall, without demand, forthwith pay to Ticketmaster all amounts due and owing pursuant hereto, and Principal authorizes Ticketmaster to setoff any amounts owed to Ticketmaster hereunder against any amounts held by Ticketmaster on behalf of Principal, and Ticketmaster may:

(i) terminate Principal's right to access and use the TM System and take immediate possession of the Hardware and Software wherever the same may be located without demand, notice or court order; and

(ii) terminate this Agreement.

(c) No remedy referred to in this Section is intended to be exclusive, but each shall be cumulative and in addition to any other remedy herein or otherwise available at law or in equity, each and all of which are subject to the limitations contained in Section 8 of Exhibit A.

16. **Miscellaneous.**

(a) **Representatives:** During the Term of this Agreement, each party shall designate in writing an individual who will serve as its representative with respect to the resolution of disputes which may arise in connection with the administration of this Agreement. Principal initially designates Steve Peters as Principal's representative in such capacity. Ticketmaster initially designates Tricia Gonyo as Ticketmaster's representative in such capacity.

(b) **Name Changes**: In the event Ticketmaster changes, revises or updates any Software or the applicable TM.com Website names or website addresses, the terms and conditions of this Agreement shall continue in full force and effect throughout the Term with the new name as a replacement for the previous name.

(c) **Additional Documents**: Each of the parties hereto agrees to execute and deliver such additional and further documents and instruments as may be necessary or appropriate to carry out the intents and purposes of this Agreement.

(d) **Client Listings**: Principal's execution of this Agreement indicates approval for Principal to be listed as a Ticketmaster client in monthly newsletters for distribution to event industry clients; in product boiler plate information; and in future releases about Ticketmaster products and services for distribution to trade and consumer media. At any time, Principal may request Ticketmaster to stop using Principal's name for the purposes listed in this Section 16(d) by sending an email to mediarequest@ticketmaster.com.

IN WITNESS WHEREOF, Ticketmaster and Principal have caused this Licensed User Agreement to be duly executed as of the date set forth below.

TICKETMASTER L.L.C.,
a Virginia limited liability company

VENUWORKS OF DODGE CITY, LLC,
an Iowa limited liability company

By: Nicole Hobby

By: Steven L Peters

Print Name: Nicole Hobby

Print Name: Steven L Peters

Title: Vice President

Title: President

Date: 12-22-10

Date: Dec 21, 2010

Address: 100 E. Grand, Suite 390
Des Moines, IA 50309
Attn: Client Development Director

Address: 4611 Montensen Rd
SUITE 111
AMES, IA 50014

With a copy to:

With a copy to:

Ticketmaster L.L.C.
3701 Wilshire Boulevard
7th Floor
Los Angeles, CA 90010
Attn: Vice President,
West Region

Attn: _____

and with a copy to:

Ticketmaster L.L.C.
8800 Sunset Boulevard
West Hollywood, CA 90069
Attn: General Counsel

EXHIBIT A

STANDARD TERMS AND CONDITIONS

In the event that any of the provisions of this Exhibit A conflict with the provisions of the agreement to which it is attached, the applicable provision of the agreement to which this Exhibit A is attached will govern.

1. **Definitions.**

- (a) "Confidential Information" is defined in Section 11(a).
- (b) "Event of Default" is defined in Section 10(a).
- (c) "Intellectual Property" is defined in Section 2(a).
- (d) "Principal's Indemnitees" is defined in Section 9(b).
- (e) "Principal's Representatives" is defined in Section 9(a).
- (f) "Proprietary Information" is defined in Section 3.
- (g) "Purchaser Data" is defined in Section 4.
- (h) "Systems" is defined in Section 7(a).
- (i) "Ticketmaster's Indemnitees" is defined in Section 9(a).

2. **Intellectual Property/Limited License.**

(a) Each party shall retain all right, title and interest in and to its respective trademarks, service marks and trade names worldwide ("Intellectual Property") subject to a limited non-exclusive, non-transferable license necessary to perform this Agreement. Each party grants the other a royalty-free, non-exclusive, non-transferable license, during the Term, within the territory, to include such party's pre-approved Intellectual Property solely in connection with the promotions and marketing contemplated in this Agreement.

(b) Each party shall use the other's Intellectual Property only as provided, and shall not alter the Intellectual Property in any way, nor shall it act or permit action in any way that would impair the rights of owning party in its Intellectual Property. Each party acknowledges that its use of the other party's Intellectual Property shall not create any right, title or interest in or to such Intellectual Property. Each party shall have the right to monitor the quality of the other party's use of its Intellectual Property. Additionally, each party shall notify the other promptly in writing of any known infringement of the other's Intellectual Property. Any references to a party's Intellectual Property shall contain the appropriate trademark, copyright or other legal notice provided from time to time by owning party.

3. **Proprietary Information.** Principal acknowledges and agrees that all information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Ticketmaster in text or displayed on the computer screens when utilizing the TM System or any other information disclosed to Principal regarding the TM System, future modifications or product direction for current or future products, is confidential and proprietary (hereafter "Proprietary Information") and shall be and remain the property of Ticketmaster or its licensors. In addition to the proprietary rights described above, Principal is warned and acknowledges that Ticketmaster has invention rights, copyrights, and other intellectual property rights in the TM System and the information contained therein which prohibit copying, sale, modification and re-manufacture of the TM System and information regarding the TM System and which will be enforced.

4. **Purchaser Data/Use of Opt-Outs.** Principal and Ticketmaster each has rights in the personally identifiable information with respect to persons who actually purchased tickets to Principal's Attractions through Ticketmaster (whether by telephone call, outlet or via the Internet) ("Purchaser Data"), subject to the terms hereof. Ticketmaster will solely retain rights in any other data that is collected by Ticketmaster by any means regardless of whether such data is redundant of Purchaser Data. Ticketmaster takes seriously its efforts to ensure the privacy rights of ticket purchasers. Principal therefore agrees to use the Purchaser Data only in compliance with all applicable laws and administrative rulings and in accordance with Principal's own posted privacy policies. Principal agrees that if any portion of the Purchaser Data includes a person's name and that person's (i) social security number; or (ii) driver's license or government identification number; or (iii) password and account identification, then Principal agrees to implement and maintain reasonable security procedures and practices appropriate to the nature of the Purchaser Data to protect the Purchaser Data from unauthorized access, destruction, use, modification or disclosure. Principal also agrees that if any portion of the Purchaser Data includes credit or debit card numbers and related information, Principal shall comply with payment card industry standards. Ticketmaster also requires that Principal include in any email communications that Principal may make based on the Purchaser Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Principal and that Principal honor such opt-out preferences.

5. **Approvals.** All materials submitted to either party for approval must be submitted in writing to the location and person(s) as indicated by such party from time to time.

VenuWorks Dodge City LUA 12162010.doc

6. **Representations and Warranties.**

(a) Each party represents, warrants and covenants to the other that:

(i) It is duly organized and in good standing under the laws of the State indicated as its state of organization in the first paragraph of this Agreement and has the requisite power to enter into and perform this Agreement;

(ii) This Agreement has been duly authorized, executed and delivered on behalf of such party and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms;

(iii) The entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to such party or any provision of such party's charter or bylaws, or violate the rights of any third party, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, in the case of Principal, result in any such encumbrance upon any aspect of the TM System), pursuant to any instrument to which such party is a party or by which it or its assets may be bound; and

(iv) It owns or controls the rights granted or licensed to the other party in this Agreement.

(b) Ticketmaster represents, warrants and covenants to Principal that:

(i) Ticketmaster owns and has title to the Hardware (if applicable) and has license rights in and to the Software;

(ii) The Hardware (if any) and Software will perform, and operation of the TM System, including all repair and service responsibilities, will be undertaken in a manner reasonably adequate for the performance of Ticketmaster's obligations under this Agreement; provided, however, that such warranties do not extend or become applicable with respect to any delays, stoppages or malfunctions which are caused by the acts of any third parties, or which are not under or are caused by events or causes beyond the control of Ticketmaster; and

(iii) Ticketmaster's services, if any, shall be performed by competent personnel of a professional quality consistent with generally accepted industry standards for the performance of such services so that the deliverables shall comply with functional specifications, if any, agreed upon by the parties in writing.

(c) Principal represents, warrants and covenants to Ticketmaster that:

(i) Principal is the sole and exclusive operator of the Facility and/or has the sole and exclusive right and authority to enter into this Agreement and to schedule and present the Attractions at the Facility; and

(ii) No agreement or understanding between Principal and any third party (including, without limitation, the promoter or sponsor of any Attraction or the act or event itself) with respect to rights to sell Tickets contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement.

(d) The representations and warranties contained in this Section shall be deemed "material" as such term is used in Section 10 below, for all purposes related to this Agreement. ALL IMPLIED WARRANTIES EXISTING BY OPERATION OF LAW, INCLUDING SPECIFICALLY ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED AND NEGATED BY THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT.

7. **Disclaimer of Warranty.**

(a) Each party expressly disclaims any warranty that the use of its computer systems (including the TM System) or other online services (collectively, "Systems") will be uninterrupted or error free or that the specifications will meet the other party's requirements.

(b) Each party's Systems are provided to the other party on an "AS-IS" basis without warranties of any kind, either express or implied, including without limitation warranties of merchantability or fitness for a particular purpose or use with respect to the Internet or use of information in connection with any Systems provided in this Agreement. Each party acknowledges that electronic communications and databases are subject to errors, tampering and break-ins. While each party agrees to take reasonable security precautions to avoid such occurrences, neither party guarantees nor warrants that such events will not take place.

8. **Limitation on Liability.** In no event shall Ticketmaster be liable for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits, lost savings, lost or destroyed data, lost ticket

revenues, lost opportunity costs or any other economic loss, of any type or nature, or for events or circumstances beyond Ticketmaster's control, even if Ticketmaster has been advised of the possibility of such damages. Neither occasional short term interruptions of service which are not unreasonable under comparable industry standards nor interruptions of service resulting from events or circumstances beyond Ticketmaster's reasonable control shall be cause for any liability or claim against Ticketmaster hereunder, nor shall any such occasion render Ticketmaster in default under this Agreement.

9. **Indemnification.**

(a) Principal shall indemnify Ticketmaster and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Ticketmaster's Indemnitees") against, and hold Ticketmaster's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Ticketmaster's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Principal or any of its officers, directors, employees and agents (collectively, "Principal's Representatives"); (ii) use of the TM System (including without limitation any customization of Principal's Website or the Interface Page (if applicable) and any e-mail campaigns or distributions using the TM System) or possession and use of the Hardware (if any) by Principal or any of Principal's Representatives; (iii) any Attraction held or scheduled to be held at the Facility (including any injuries or deaths occurring at or in connection with any Attraction or the failure of any Attraction to occur or to occur in the manner advertised or promoted); (iv) a claim that Ticketmaster's release of the Purchaser Data to Principal violates any applicable (United States or foreign) law, rule or regulation, including without limitation Canada's Personal Information Protection and Electronic Documents Act; (v) Principal's use of the Purchaser Data; (vi) violations of laws relating to the resale of Tickets or (vii) any email campaigns or distributions conducted by Ticketmaster on Principal's behalf or conducted by Principal including, without limitation, email campaigns or distributions in violation of federal, state or other laws applicable to commercial emails; except, in each case, to the extent that any such claims shall relate to Ticketmaster's negligence or willful misconduct with respect thereto.

(b) Ticketmaster shall indemnify Principal and its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this Section, "Principal's Indemnitees") against, and hold Principal's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable attorneys' fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against, Principal's Indemnitees occurring as a result of, or in connection with: (i) any Event of Default under this Agreement by Ticketmaster; or (ii) any alleged patent, trademark or copyright infringement asserted against Principal's Indemnitees with respect to Principal's use of the TM System; except, in each case, to the extent that any such claim shall relate to Principal's negligence or willful misconduct with respect thereto.

(c) The indemnified party must notify the other party promptly in writing of any claim hereunder, and provide, at such other party's expense, all reasonably necessary assistance, information and authority to allow the other party to control the defense and settlement of such claim.

10. **Termination.**

(a) This Agreement may be terminated by either party in the event of any material default in or material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of default and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such default (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors.

(b) This Agreement may be terminated on ten (10) days' prior written notice, at the sole discretion of Ticketmaster in the event that more than 50% of Principal's assets or voting stock is sold or otherwise assigned to a third party.

(c) This Agreement may be terminated by Ticketmaster in the event any act by Principal threatens to cause any infringement of any Ticketmaster (or Ticketmaster licensor) intellectual property or other property right, including without limitation, any copyright, license right or trade secret right, and Principal fails to refrain from so acting within ten (10) business days' written notice from Ticketmaster.

(d) Upon the effective date of any termination or expiration of this Agreement, provisions regarding ownership of intellectual property rights, representations and warranties, confidentiality, indemnification, limitation of liability, non-solicitation, jurisdiction and venue shall remain in full force and effect; each party shall immediately cease the use of the other party's Intellectual Property; and each party shall return, or at the other party's request, destroy all copies of Confidential Information, and all other property belonging to and/or received from the other party.

11. **Confidential Information.**

(a) The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information regarding their business, products, software technology, Intellectual Property and other information (including without limitation the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"). The provisions of this Agreement shall be deemed to be Confidential Information.

(b) Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information.

(c) Each party agrees that it will keep the Confidential Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidentiality obligations in this Agreement. Each party shall use the same degree of care to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information.

(d) In the event that either party receives a request to disclose all or any part of the Confidential Information under the terms of a subpoena, document request, notice of deposition or other legal proceeding, such party agrees to notify the other pursuant to Section 19 below, within forty-eight (48) hours after receipt of such legal document, and such party agrees to cooperate with the other in any attempt to obtain a protective order.

12. **Governing Law/Jurisdiction.** This Agreement shall be interpreted and governed by the laws of the State of California, without reference to conflict of laws principles. Each of the parties hereto agrees that the state courts, and the United States federal courts, that are located in the State of California shall each have subject matter jurisdiction hereunder and personal jurisdiction over each of the parties hereto. Each such party hereby consents thereto, and hereby waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent that any proceeding is conducted in accordance with the foregoing provision.

13. **Waiver of Jury Trial.** In the event the parties are required for any reason to submit any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.

14. **Entire Agreement; Modification.** This Agreement constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No modification to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies.

15. **Assignment.** Without the prior written consent of Ticketmaster, Principal shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit the Hardware (if any) or any part thereof to be used, or access to the Software or any part thereof to be had, by anyone other than Principal or Principal's authorized employees. Any such assignment shall not relieve Principal of any of its obligations hereunder. Without the prior written consent of Principal, Ticketmaster shall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Ticketmaster to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.

16. **Relationship of the Parties.** Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement (e.g., Ticketmaster is the

agent of Principal with respect to ticket sales and distribution). Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

17. **Delays**. Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.

18. **Severability**. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.

19. **Notices**. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth immediately below the signature line hereto or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.

20. **Binding Agreement/Counterparts**. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.

21. **Legal Review**. Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter.

22. **Attorneys' Fees**. In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable attorneys' fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or attorneys' fees in such manner as it deems equitable.

EXHIBIT C

TICKETMASTER MAILMANAGER SOFTWARE

1. **Definitions.** As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

- (a) "Documentation" means any user guides, instructions, reference materials or other documentation, in whatever form, that Ticketmaster elects, in its sole discretion, to generally distribute to its licensees of the MailManager Software.
- (b) "MailManager Software" means (i) the current version of the MailManager Software commonly known as Ticketmaster's "Ticketmaster MailManager Software," (ii) the Documentation that relates thereto, and (iii) all upgrades. Unless specifically provided otherwise herein, the term "Software" as used in the Agreement shall be deemed to include the MailManager Software.

2. **License Grant; Set-Up.**

(a) **License Grant:** Subject to the receipt of fees to be payable by Principal's affiliate Compass Facility Management, Inc., Ticketmaster hereby grants to Principal, and Principal hereby accepts from Ticketmaster, a personal, non-exclusive and non-transferable license to use the MailManager Software for Attractions at the Facility in accordance with the terms set forth in this Exhibit C commencing upon the installation of the MailManager Software.

(b) **Set-Up Services:** Ticketmaster shall (i) configure the MailManager Software, as hosted by Ticketmaster, such that the MailManager Software will function for Principal in accordance with the Documentation, and (ii) provide Principal with reasonable orientation, training and other assistance in connection with Principal's use of the MailManager Software with respect to Principal's first email campaign utilizing the MailManager Software in accordance with the Documentation (collectively, the "Set-Up Services").

(c) **Additional Services:** Ticketmaster shall monitor Principal's use of the MailManager Software and maintain records of all Delivered E-Mails sent by Principal, which records Principal shall have the right to access via the Internet. Ticketmaster shall provide Principal with limited telephonic support of the MailManager Software during Ticketmaster's normal MailManager Software support hours throughout the Term. Any other services to be provided by Ticketmaster to Principal in connection with the MailManager Software shall be provided by Ticketmaster at its option, and if so provided by Ticketmaster then billed to Principal at Ticketmaster's then current rates.

(d) **Use:**

(i) Use Covenants. Principal shall not (and shall not permit any third party to): (A) delete, remove, change or otherwise alter any trademarks, copyright notices or other proprietary marks in the MailManager Software, or any copies, modifications or partial copies thereof, (B) disassemble, reverse engineer, decompile, re-manufacture, modify, repair, re-configure, enhance, upgrade, translate or create a derivative work from the MailManager Software, (C) sell, rent, transfer, grant, publish, disclose, display or otherwise make available the MailManager Software, or any rights therein or copies thereof, to any person or entity, (D) use the MailManager Software in any manner other than as authorized in the Documentation and not prohibited under this Agreement, (E) "hack," or attempt to "hack," any of the MailManager Software, the servers on which the MailManager Software is hosted or any other portion of the Ticketmaster network, or otherwise attempt to circumvent, or navigate outside of, the borders of such MailManager Software servers in any manner whatsoever, (F) use the MailManager Software in conjunction with any other ticket distribution company and/or software other than Ticketmaster, or (G) use the MailManager Software in violation of applicable laws, including, but limited to, federal, state or other laws applicable to commercial emails.

(ii) Database Content. Subject to applicable laws, Ticketmaster will populate the database related to Principal's version of the MailManager Software with personally identifiable information with regard to persons who actually purchased tickets through Ticketmaster to attend Attractions held at the Facility. Principal shall solely own any data it independently collects on its websites even if Principal adds, or asks Ticketmaster to add, such data to the database related to Principal's version of the MailManager Software.

3. Upgrades. Ticketmaster may, from time to time, upgrade the current version of the MailManager Software, and, if it does so, it will issue copies of the upgraded versions of the MailManager Software to Principal for no additional fee. Ticketmaster reserves the right to determine whether an upgrade is a routine version upgrade or whether an upgrade is a new product or new functionality and, in the event Ticketmaster determines that an upgrade (whether requested by Principal or not) is a new product or new functionality, Ticketmaster shall have the right to levy additional charges for licenses of such new products or new functionalities added to the MailManager Software. The provision of upgrades, new products and new functionalities of the MailManager Software by Ticketmaster shall be subject to the conditions, limitations and restrictions of the Licensed User Agreement. Ticketmaster will only support its most recent upgraded version of the MailManager Software.

AMENDMENT TO LICENSED USER AGREEMENT

THIS AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into as of January 5, 2011 and is effective as of January 1, 2011 ("Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster") and VenuWorks of Dodge City, LLC, an Iowa limited liability company ("Principal"), with reference to the following facts:

A. Ticketmaster and Principal entered into that certain Licensed User Agreement dated as of January 1, 2011 ("Licensed User Agreement") whereby Principal authorized Ticketmaster to act as Principal's exclusive agent for the sale of all remote (e.g. at outlets, by telephone and via the internet) Tickets to attend each of the Attractions upon the terms and conditions set forth in the Licensed User Agreement.

B. Ticketmaster and Principal hereby desire to amend the Licensed User Agreement in certain respects as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree, effective as of the date set forth above, as follows:

1. **Defined Term(s)**. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the Licensed User Agreement.

2. **Principal's Royalties**. Effective as of the Effective Date of this Amendment, Section 3(f) of the Licensed User Agreement shall be deleted in its entirety and replaced with the following:

"(f) **Principal's Royalties**: Principal shall be entitled to receive Ticket sales royalties (collectively, "Royalties") from Ticketmaster with respect to (i) each Convenience Charge, (ii) each Processing Fee and (iii) each ticketFast Delivery Fee; all to the extent received (and not refunded) by Ticketmaster in the following amounts:

<u>Type of Royalty</u>	<u>Type of Sales</u>	<u>Amount of Royalty</u>
Convenience Charge- All Attractions (excluding Feld Attractions)	Outlets, Telephone Sales and Internet Sales	25% of the Convenience Charge; provided Principal shall only be entitled to such Royalties for Tickets sold with a Convenience Charge of \$3.00 and above
Processing Fee	Telephone Sales and Internet Sales	37% of the Processing Fee

<u>Type of Royalty</u>	<u>Type of Sales</u>	<u>Amount of Royalty</u>
ticketFast Delivery Fee*	Internet Sales	\$0.75 per order

* In the event the ticketFast Delivery Fee is eliminated by Ticketmaster at any time during the Term of the Licensed User Agreement, Principal shall no longer be entitled to such ticketFast Delivery Fee Royalty.

Principal shall not be entitled to Royalties with respect to any Tickets sold to any Feld Attractions at the Facility. Notwithstanding the above, Payment Processing Fees and applicable taxes shall be deducted from the fees above before the Royalties are calculated. The Royalties shall be payable monthly, along with the next settlement after the end of such period conducted under Section 11 below. Principal may use the Royalties in such manner as it determines in its sole discretion.”

3. **Conflicting Terms.** In the event a conflict arises between this Amendment and the terms and conditions of the Licensed User Agreement the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the Licensed User Agreement are in full force and effect, shall continue in full force and effect throughout the term and are hereby ratified and confirmed by the parties.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth below.

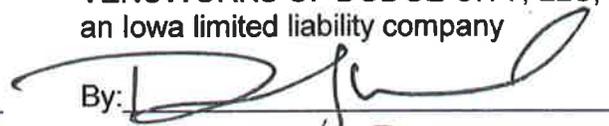
TICKETMASTER L.L.C.,
a Virginia limited liability company

By: _____

Nicole Hobby
Vice President

Date: _____

VENUWORKS OF DODGE CITY, LLC,
an Iowa limited liability company

By: 

Title: SR. VICE PRESIDENT

Date: 1/5/2011

AMENDMENT TO LICENSED USER AGREEMENT

THIS AMENDMENT TO LICENSED USER AGREEMENT ("Amendment") is entered into and is made effective as of March 1, 2019 (the "Amendment Effective Date"), by and between Ticketmaster L.L.C., a Virginia limited liability company ("Ticketmaster") and VenuWorks of Dodge City, an Iowa limited liability company ("VenuWorks Affiliate"), with reference to the following facts:

A. Ticketmaster and VenuWorks Affiliate entered into that certain Licensed User Agreement, dated as of December 17, 2010 (as may have been amended prior to the date hereof, the "LUA"), with respect to the use of the TM System at the Facilities set forth therein.

B. Ticketmaster and VenuWorks Affiliate hereby desire to extend the Term of the LUA, which is currently scheduled to expire on June 30, 2020, for a period of six and one half (6 ½) years through December 31, 2026, as set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the parties hereby agree, effective as of the Amendment Effective Date set forth above, as follows:

1. **Defined Term(s)**. All capitalized terms used and not otherwise defined herein shall have the meanings ascribed to them in the LUA.

2. **Extension of Term**. The Term of the LUA, as modified by this Amendment, is hereby extended through December 31, 2026. Each twelve (12) month period commencing on January 1 and continuing through the following December 31 shall be a "Contract Year" as such term is used in the LUA; provided, however, that the initial Contract Year of the Term as extended hereby shall commence on the Effective Date and continue through the following December 31, 2019.

3. **Outlet Sales and Telephone Sales**. The parties acknowledge and agree that Ticketmaster no longer offers ticket sales via Ticketmaster Outlet sales and Telephone Sales. Accordingly, effective as of the Amendment Effective Date, all terms and conditions in the LUA respecting Ticketmaster Outlet sales (if any) and Ticketmaster Telephone Sales are hereby deleted, and shall be null, void and of no further force or effect.

4. **Conflicting Terms**. In the event a conflict arises between this Amendment and the terms and conditions of the LUA the terms and conditions of this Amendment shall control. Except as specifically set forth herein to the contrary, all of the terms and conditions of the LUA are in full force and effect, shall continue in full force and effect throughout the term and are hereby ratified and confirmed by the parties.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

TICKETMASTER L.L.C.,
a Virginia limited liability company

By: Geoff Carns
Geoff Carns
Title: SVP- Venues and Promoters

VENUWORKS OF DODGE CITY, LLC,
an Iowa limited liability company

By: Christina Ryzh
Christina Ryzh
Title: Exec Dir

Exhibit D

Entertainment Fund Policy

Entertainment Fund Policy

- 1. Purpose:** The purpose of this Policy is to create and establish a funding source to be used to increase event activity at the United Wireless Arena and Magouirk Conference Center through the purchase and/or promoting of touring entertainment events and other activities at the facilities which require “At Risk” funding.
- 2. Event Fund Account:** An Event Fund in the amount of not less than \$250,000 annually shall be established through an initial contribution of \$225,000 from the Why Not Dodge retailers’ sales tax budget and \$25,000 from VenuWorks, Inc.* The Fund will be used to pay artist guarantees and deposits where “at risk” funding is required to secure the performance. First revenue dollars above expenses, if any, will be returned to the Fund to make it whole with any excess revenues being applied to the operational budget. At the beginning of each budget year the Fund will be restored to an amount not less than \$250,000 by contributions from the original contributing parties in proportion to their original contribution.
- 3. Fund Committee:** Expenditures from the Event Fund will be determined by majority vote of a 5 member committee consisting of one member appointed by the City Manager, one member appointed by the County Commission, one member appointed by the General Manager of Boot Hill Resort and Casino, one member appointed by VenuWorks local manager. The chairperson of the CFAB will be the 5th member of the committee.

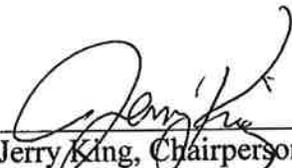
The Fund Committee will meet as needed to review potential acts/events, select desired events and/or performers, and determine the amount to be placed at risk for each performance.

4. VenuWorks Responsibilities: VenuWorks shall be responsible to provide documentation and support information concerning potential shows and events.

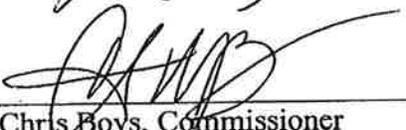
VenuWorks will compile a list of proposed events to be pursued through the course of the year. Any committee member may propose other or alternative events for consideration. Upon the approval of an event by the Committee, VenuWorks will move forward to contract for the event and invest in the show to the extent authorized by the Committee.

5. Amendment of Policy: This policy and the activities undertaken shall be reviewed each year. This Policy may be amended or terminated at anytime by action of the City and County Commissions. In the event of termination, funds remaining in the Fund Account will be returned to the original contributors in proportion to the amount of their original contribution.

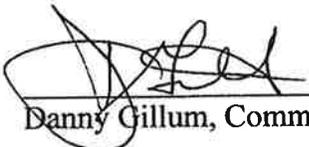
Adopted this 22 day of August, 2013.



Jerry King, Chairperson



Chris Boys, Commissioner



Danny Gillum, Commissioner



E. Kent Smoll, Mayor



Attest: Nannette Pogue, City Clerk



Attest: Sharon Seibel, City Clerk



Memorandum

To: City of Dodge City Commission and Ford County Commission

From: Community Facility Advisory Board (CFAB)

Date: November 18, 2024

Subject: Recommendation for 2025 CFAB Organizational Funding

Recommendation: CFAB recommends approval of \$110,000 for 2025 CFAB Organizational Funding Requests by the City of Dodge City (City) Commission and Ford County (County) Commission.

Background: City staff received five (5) grant applications for CFAB Organizational Funding totaling **\$149,811.52**. The amount of available funding is **\$110,000.00**. The CFAB board met on November 13, 2024, and recommended the 2025 funding in the chart below for approval by the Joint Commissions.

Overview of Requests and Recommendations:

<u>2025 CFAB Organizational Funding Requests</u>	<u>2025 Recommended Funding</u>	<u>2024 Approved Funding</u>
Dodge City Area Arts Council: \$17,241.36	\$ 13,000.00 Insurance and Hourly Wages	\$12,000 Insurance, Hourly Wages
Dodge City Roundup: \$45,000.00	\$ 40,000.00 PRCA Payout	\$43,945.00 PRCA Payout
Ford County Historical Society: \$19,212.00	\$ 15,000.00 Home of Stone Operations	\$9,055.00 Operations Home of Stone
Kansas Teachers Hall of Fame: \$ \$32,287.36	\$10,000.00 Utilities, Insurance, Security	\$13,000.00 Utilities, Insurance, Security
Young Guns Youth Rodeo: \$36,070.80	\$32,000.00 Insurance and Operations for 5 Rodeo Events.	\$32,000.00 Operations and Rent for 5 Rodeo Events.
Total \$149,811.52	\$110,000.00	\$110,000.00

Summary of Individual Organizational Funding Requests:

Applicant: Dodge City Arts Council

Requested Grant Amount: \$17,241.36

Recommended Grant Amount: \$13,000.00

Percentage of Total Grant Funds: 11.81%

Proposed Matching Funds: \$4,310.34

Required Matching Funds: \$8,551.70

Difference: \$4,241.36

Total Project Cost: \$21,551.70

Proposed Project:

- \$6,179.76 Insurance
- \$7,680.00 Salary/Wages
- \$3,381.00 Utilities

Applicant: Dodge City Roundup

Requested Grant Amount: \$45,000.00

Recommended Grant Amount: \$40,000.00

Percentage of Total Grant Funds: 36.36%

Proposed Matching Funds: \$160,000.00

Required Matching Funds: \$165,000.00

Difference: \$5,000.00

Total Project Cost: \$205,000.00

Proposed Projects:

- \$45,000 PRCA Contestant Payout

Applicant: Kansas Teacher Hall of Fame

Requested Grant Amount: \$32,287.36

Recommended Grant Amount: \$10,000.00

Percentage of Total Grant Funds: 9.09%

Proposed Matching Funds: \$8,071.84

Required Matching Funds: \$30,359.20

Difference: \$22,287.36

Total Project Cost: \$40,359.20

Proposed Projects:

- \$5,520.00 Utilities
- \$5,680.00 Insurance & Security

- \$21,087.36 Remove Slanty Shanty

Applicant: Ford County Historical Society

Requested Grant Amount: \$19,212.00

Recommended Grant Amount: \$15,000.00

Percentage of Total Grant Funds: 13.64%

Proposed Matching Funds: \$4,803.00

Required Matching Funds: \$9,015.00

Difference: \$4, 212.00

Total Project Cost: \$24,015.00

Proposed Projects:

- \$15,500.00 Home of Stone Operations
- \$2,000.00 Landmark Arts Project
- \$1,712.00 Toby Keith Medallion

Applicant: Young Guns Association

Requested Grant Amount: \$36,070.08

Recommended Grant Amount: \$32,000.00

Percentage of Total Grant Funds: 29.09%

Proposed Matching Funds: \$9,017.52

Required Matching Funds: \$13,087.60

Difference: \$4,070.08

Total Project Cost: \$45,087.60

Proposed Projects: (Operations and Rent for Five (5) events)

- \$4,100.00 Rent WSB Expo
- \$1,170.08 Insurance
- \$30,800.00 Wages for judges, secretary, timer, and announcer

Justification: The recommendation is based on the amount of funding available.

Financial Considerations: The recommended funds in the “Why Not Dodge” sales tax budget for 2025 Organizational Funding is \$760,000. The City and County recommend as a priority per the Inter-local agreement an amount not to exceed \$600,000 for funding costs and expenses of the County owned Expo Center and the City owned Santa Fe Depot or other Master Tourism implementation projects. This total amount shall be allocated one-half to the County and one-half to the City.

In addition, any Kansas not-for-profit, tax exempt corporation, organization with its principal offices located in Ford County and the principal function of which is to promote and or/preserve the western heritage of Dodge City and Ford County, the promotion of tourism and attracting

visitors and conventions to the area through the construction and/or maintenance of public facilities and or conducting public activities may submit a request for Organizational Funding.

For 2025, the proposed “Why Not Dodge” sales tax budget includes an additional \$50,000 for grants for tourism related events.

The Organizational Funding grant requests for 2025 is **\$149,811.52** and the total amount of funding available is **\$110,000.00**. This is a reimbursable grant and each entity that is awarded funding is required to provide documentation of a twenty percent match.

Legal Considerations: This recommendation meets the criteria set forth per the Inter-local Agreement.



Memorandum

To: City Commission and County Commission
From: Daniel Cecil, Parks and Recreation Director
Date: November 18, 2024
Subject: Approval of Pumps and Motors for Long Branch Lagoon
Agenda Item: New Business

Recommendation: Staff recommends the approval of the bid from JCI Industries, Inc in the amount of \$34,202.00 for pumps and motors in the Long Branch Lagoon Filter Building.

Background: On October 7th, both commissions approved 4 pumps and motors for the Defender filtration systems and the spray features in Ft Splash, the kid pool area of Long Branch Lagoon. Staff has continued providing information to suppliers and getting quotes to purchase more pumps and motors for other features in the waterpark. Since they are such large attractions to the facility, the pumps and motors that run the yellow Boomerango slide and the red 54" enclosed slide would be necessary to have on hand. The motors can be pulled from these sets and used on other pumps if they were to go out, providing an extra backup for the sets that have not been replaced, yet. This is based on the horsepower of these motors. Along with these pumps and motors, valves and seals are being replaced as preventative maintenance to ensure longevity and minimize breakdowns during the operating season. There are other pumps and motors we will need to consider in the future, but these complete the most vital sets to our system. There is currently a sixteen-week lead time so ordering them now ensures they will be here before the start of the 2025 pool season. On November 12th, the Park and Rec Advisory Board reviewed and recommended the approval of the pumps and motors. On November 13th, CFAB recommended the approval of the pumps and motors after their review.

Financial Considerations: \$100,000 has been budgeted and \$59,918 was previously approved.
Amount: \$34,202.00

Fund: 112 Dept: 52710 Expense Code: 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: There are no legal considerations at this time.

Mission/Values: This project aligns with the City and County's mission and goal to make Dodge City and Ford County the best possible place to live.

Attachments: JCI Quote
Arlan Co Quote

A handwritten signature in dark ink, appearing to read "Daniel Cecil".

Approved for the Agenda by:
Daniel Cecil, Parks and Recreation Director



An **OTC** INDUSTRIAL TECHNOLOGIES Company

JCI Industries, Inc.
1110 S. 14th Ave.
Dodge City, KS 67801
Tel: 620-408-9500

www.jciind.com

Friday, October 18, 2024

Quote #: SEQT-119639E_N

Item	Description	Qty	Unit Price	Subtotal
1.00	#1 Lazy River Wall Jets Grundfos Pump w/ 20hp 1200 286JM Motor	1	\$24,511.00	\$24,511.00
2.00	#5 Red Enclosed Slide Grundfos Pump w/ 40hp 1800 324JM Motor	1	\$19,713.00	\$19,713.00
3.00	#6 Boomerango Slide Grundfos Pump w/25hp 1800 284JM Motor	1	\$13,489.00	\$13,489.00
4.00	#7 Waterfall Grundfos Pump w/20hp 1800 256JM Motor	1	\$12,710.00	\$12,710.00
5.00	#10 Shallow Play Unit Grundfos Pump w.20hp 1200 286TCZ Motor	1	\$33,071.00	\$33,071.00



An **OTC** INDUSTRIAL TECHNOLOGIES Company

JCI Industries, Inc.
1110 S. 14th Ave.
Dodge City, KS 67801
Tel: 620-408-9500

www.jciind.com

Item	Description	Qty	Unit Price	Subtotal
6.00	#12 Drop Slides Grundfos Pump W/5hp 1200 215JM Motor	1	\$12,450.00	\$12,450.00
7.00	#14 Lap Pool Filter Grundfos Pump w/30hp 1800 286JM Motor	1	\$18,157.00	\$18,157.00

Subtotal \$134,101.00

Total \$134,101.00

Terms & Conditions

Lead Time 16 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.

ARLAN COMPANY INC

11709 Roe Ave Suite D Box 139
Leawood, KS 66211
913.338.1977
larryarlan@gmail.com

Estimate

ADDRESS

CITY OF DODGE CITY
806 N 2ND AVE
DODGE CITY, KS 67801

SHIP TO

CITY OF DODGE CITY
111 4TH AVE
DODGE CITY, KS 67801
ROSS SWELEY

ESTIMATE #
1042

DATE
09/25/2024

P.O. NUMBER
RED ENCLOSED SLIDE

SALES REP
LA

CONTACT
ROSS S

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PACO PUMP	PACO PUMP	1	17,905.00	17,905.00
MOTOR	PUMP MOTOR	1	8,588.00	8,588.00
IMPELLER	IMPELLER	1	1,698.00	1,698.00
SEAL KIT	SEAL KIT	1	929.00	929.00
SLEEVE	SLEEVE	1	472.00	472.00
SHP	SHIPPING	1	0.00	0.00
TOTAL				\$29,592.00

Accepted By

Accepted Date

ARLAN COMPANY INC

11709 Roe Ave Suite D Box 139
Leawood, KS 66211
913.338.1977
larryarlan@gmail.com

Estimate

ADDRESS

CITY OF DODGE CITY
806 N 2ND AVE
DODGE CITY, KS 67801

SHIP TO

CITY OF DODGE CITY
111 4TH AVE
DODGE CITY, KS 67801
ROSS SWELEY

ESTIMATE #
1043

DATE
09/25/2024

P.O. NUMBER
BOOMERANGO

SALES REP
LA

CONTACT
ROSS S

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
PACO PUMP	PACO PUMP	1	13,455.00	13,455.00
MOTOR	PUMP MOTOR	1	5,258.00	5,258.00
IMPELLER	IMPELLER	1	2,853.00	2,853.00
SEAL KIT	SEAL KIT	1	944.00	944.00
SLEEVE	SLEEVE	1	393.00	393.00
SHP	SHIPPING	1	0.00	0.00
TOTAL				\$22,903.00

Accepted By

Accepted Date