

# ${\bf SYCAMORE\ HIGH\ SCHOOL-Ticketing\ Services\ Contract}$

## 427 Spartan Trail, Sycamore, IL 60178

Phone: (815) 899-8160 x2173 / Email: tickets@syc427.org

(hereinafter referred to as the Renter), governs services specified in this agreement:		
Organization:	Date of Issue:	
Organization Representative:	Title:	
Authorized Person(s):		
Address:	City:	
Phone:	State: Zip:	
Email:		
Event:		
Ticket Sales Begin Date:	Ticket Sales End Date:	

Item:	Subtotal:
	\$
	\$
	\$



## I. SYCAMORE CUSD #427 AGREES TO PROVIDE:

- 1. Event listing on the Sycamore CUSD #427 online ticket office website.
- 2. 24/7 online ticket sales.
- 3. Walk-up ticket office ticket sales.
- 4. Over the phone ticket office sales during ticket office hours.
- 5. Processing equipment and accounts for Discover, MasterCard, American Express, and Visa credit and debit sales.
- 6. Day of event ticket office sales.
- 7. Ticket takers and ushers for the event.
- 8. Event ticket sales reporting and reconciling.

#### II. RENTER AGREES:

- 1. To accept the services and pay the established rates as listed on Page 1 of this Contract and to pay the established rate for additional services incurred after the execution of this Contract.
- 2. To abide by this Contract and all the policies and regulations of Sycamore CUSD #427 as set forth in Section III and as listed any addendums. The Renter is responsible for informing the Renter's personnel of all policies and procedures governing Sycamore CUSD #427.

## III. POLICIES AND REGULATIONS:

- 1. Acceptance by Sycamore CUSD #427. This Contract, when executed by an authorized signatory of the Renter Organization and submitted to Sycamore CUSD #427, constitutes an agreement by the Renter for the ticketing services on the terms and conditions contained in this Contract. This Contract is not binding upon Sycamore CUSD #427 until it is executed by an authorized signatory of Sycamore CUSD #427 and returned to the Renter. Neither the Renter nor Sycamore CUSD #427 shall be bound by the provisions herein until such acceptance has occurred.
- 2. Deposit. The Renter agrees to pay to Sycamore CUSD #427, concurrently with the execution of the Contract by the Renter and the submission of this Contract to Sycamore CUSD #427 for its approval, a deposit equal to the total set-up fees as listed on Page 1 of this Contract. The Renter acknowledges and agrees that the deposit is non-refundable and non-transferable.
- 3. Ticket Payments. In no case will Sycamore CUSD #427 allow the Renter to receive the monies for any ticket sales without it first being received and processed by Sycamore CUSD #427.
- 4. Ticket Stock. All Renters using the Sycamore High School Auditorium must use tickets provided by the Ticket Office. Under no circumstances shall the Renter sell or distribute any tickets of any kind for an event.
- 5. Ticketing Service Rates:
- a. For each performance where tickets are sold through the Sycamore CUSD #427 Ticket Office, a non-refundable set-up fee will be applied as defined on Page 1 of this Contract.
- b. Discover, MasterCard, American Express and Visa will be accepted for the sale of the Renter's online tickets. The Renter will be charged 4% of gross credit card sales for this service.



- c. The Renter will be charged \$.40 per ticket sold through the ticket office for the Renter's event. This includes online orders, phone orders and walk-up sales.
- 6. Complimentary Tickets. The Renter shall provide a list of all complimentary and other non-reimbursed ticket giveaways to the Sycamore CUSD #427 Ticket Office at least ten (10) business days in advance of the event. For all such promotions, a ticket must be issued by the Sycamore CUSD #427 Ticket Office and not a pass, certificate, or other form of admittance created by the Renter. Complimentary tickets will be printed at \$.10 per ticket. All tickets are printed at \$0.00 value and cannot be resold. If any tickets are found to be sold, Sycamore CUSD #427 will charge the Renter the maximum ticket face value for performance for each complimentary ticket issued plus a \$5.00 fee per comp ticket.
- 7. Patron Fees. The Renter acknowledges that Sycamore CUSD #427 charges all ticket buyers a convenience fee per ticket purchased online or over the phone in addition to the face value of the ticket. Additional shipping charges are also charged to the patron per order. The convenience fee and shipping charges shall be retained by Sycamore CUSD #427. Sycamore CUSD #427 has the right to change these fees at any time. The Ticket Office does not charge convenience fees to walk-up patrons.
- 8. Cancellation: If a show is cancelled, the Renter will be charged \$1.50 per ticket cancellation fee and 4% of the gross credit card charges for all sales processed prior to cancellation. The Renter will also be charged for all convenience, shipping, service and processing fee refunds issued to patrons.
- 9. Group Sales. If the Renter handles ticket sales to groups for an event, the Renter must work closely with the Sycamore CUSD #427 Ticket Office to develop an appropriate seating chart to facilitate seating and dismissal and ensure that appropriate health, fire and safety regulations are observed. An accurate attendance list for each performance must be submitted to the Sycamore CUSD #427 Ticket Office no later than five (5) days prior to the event.
- 10. Event Set-up Approval. Once the Renter's event is set-up in the Sycamore CUSD #427 Ticket Office system, a link will be sent to the Renter via email to view the event listing before tickets go on sale to the public. The Renter will have five (5) business days to respond in writing via email, fax, or mail to approve the event listing. Any changes to the event listing prior to being listed publicly will not be charged to the Renter. Any changes requested by the Renter after the event is listed publicly will be charged a change order fee of \$25.00 per change.
- 11. Event Image. The Renter agrees to supply Sycamore CUSD #427 with a JPEG image for their event that will be posted with the event on the Sycamore CUSD #427 Ticket Office website. The image must be approximately 750w x 600h pixels. This can be emailed to tickets@syc427.org.
- 12. Event Listing. Every event will be listed on the Sycamore CUSD #427 site once the Ticketing Service Contract is fully executed; however, tickets will not go on sale until the on sale date is set by the Renter.
- 13. Refund & Exchange Policy. Sycamore CUSD #427 has a no refund and no exchange policy on all tickets that it sells. THIS IS NON-NEGOTIABLE. Sycamore CUSD #427 will not exchange or



refund any ticket purchased except in the case of the cancellation of an event as outlined in Section III, Paragraph 8. Please be sure to include in your marketing and publicity materials this important information.

- 14. Payable to. All checks for tickets to the Renter's event shall be made out to Sycamore CUSD #427. Under no circumstances shall Sycamore CUSD #427 accept payment for any goods or services made out directly to the Renter or a third party.
- 15. Ticket Office. The Sycamore CUSD #427 Ticket Office, known as Sycamore Tickets, is to be solely staffed by Sycamore CUSD #427 employees and volunteers, and no agent or representative of the Renter shall enter the Ticket Office during the time immediately prior to the event. Under no circumstances may the Renter, its representatives or its patrons place, store, or otherwise leave personal or other items in the Ticket Office.
- 16. Ticket Office Hours. The Ticket Office shall open one (1) hour prior to the event start time on the day of the event(s) and shall close 30 minutes after the start time of the event. On weekends and after hours, unless otherwise noted or negotiated, the Ticket Office is not staffed. Ticket office regular hours are as follows:
  - Tuesdays from 4:30pm 6:00pm and Thursdays 4:30pm 6:00pm
  - The Sycamore CUSD #427 Ticket Office will be closed on most nationally observed holidays.
  - Sycamore CUSD #427 reserves the right to change the Ticket Office hours at any time
- 17. Use of Venue Name. The Renter agrees to use the correct listing and spelling of the venue's name in all materials associated with this event. The correct listing and spelling is Sycamore High School Auditorium.
- 18. Facility Ticket Fee. For ticketed events a Facility Fee will be added to the base price of every ticket for events taking place at the Sycamore High School Auditorium as set forth below. This fee is non-refundable. ACKNOWLEDGEMENT: The total cost of the ticket (including the Facility Fee) must be the price that is advertised to the general public. The Facility Fee for 2016-2017 is based on the following Ticket Prices: \$.01 \$9.99 is \$.50; \$10.00 \$19.00 is \$1.00; \$20.00 \$29.99 is \$1.50; \$30.00 \$39.99 is \$2.00.
- 19. Reports. The Ticket Office shall provide one electronic copy of the detailed ticketing report to the Renter with each ticket settlement check issued (see TICKET SETTLEMENT PROCEDURE) as well as a final settlement report with the final settlement. Any other hard copy reports requested by the Renter shall be charged at the rate \$5.00 per report.
- 20. Final Payment. Any balances owed by the Renter to Sycamore CUSD #427 will be deducted prior to settlement of ticketing funds held by Sycamore CUSD #427 for the Renter's event. The Renter agrees to pay Sycamore CUSD #427 any remaining balance not covered by ticketing funds, no later than the end of the day that ticket sales end as set forth on Page 1 of this Contract. Any additional charges due and owing by the Renter to Sycamore CUSD #427 of any nature shall also be



due at the time of the final payment.

- 21. Ticket Settlement Procedure. Sycamore CUSD #427 shall issue a settlement check to the Renter for all tickets sold for the Renter's event within ten (10) business days of the ticket sales end date as listed on Page 1 of this Contract. The settlement check will be less any monies due to Sycamore CUSD #427.
- 22. Privacy. Sycamore CUSD #427 shall not divulge, share, or distribute any Ticket Office or ticketing data with any person or entity unless they are listed on the Ticket Office Services Form. No one except those that you designate will be given information or reports on how tickets sales are going, how much income has been generated, or any other aspect of Ticket Office sales. Should anyone ask for Ticket Office data and their name is not listed on the Ticketing Services Request Form, then their request will be declined. THERE ARE NO EXCEPTIONS! THIS IS PRIVATE FINANCIAL DATA AND WILL NOT BE SHARED WITH ANYONE EXCEPT THOSE PERSONS YOU DESGINATE. You must list individuals on this form. You may NOT indicate that we may give this information to anyone or everyone. Doing so will result in our not divulging this information to anyone except the person signing this agreement. We will only honor written (paper or email) or face-to-face verbal requests. We will not give out this information over the phone to anyone.

### IV. NATURE OF CONTRACT:

Notwithstanding anything to contrary which may herein be contained, expressly, implied or otherwise, it is specifically understood and agreed by and between the parties hereto, that this is a contractual relationship to provide ticketing services specifically outlined for the Renter by Sycamore CUSD #427. The Renter may not assign any right hereunder to any other party.

I, as representative for the Organization named on Page 1 and below (and known as the Renter throughout this Contract), have read and understand the terms and conditions of the Contract and agree to abide by the terms and conditions of this Contract and agree to make full and adequate payments according to the terms and conditions of this Contract:

<u>Organization:</u>	Sycamore CUSD #427:
Name	Nicole Stuckert
Title,Organization	Assistant Superintendent for Business Services/CSBO
Date	Date