

TICKETING SERVICES AGREEMENT

This Ticketing Services Agreement (“the Agreement”) is made and entered into this ____ day of _____, ____ by and between the _____ (“Boosters / Parent Organizations”) and the Pine-Richland School District (“PRSD”).

WHEREAS, PRSD manages game day ticket sales and admission of spectators to select varsity and junior varsity athletic contests hosted by the PRSD in its athletic stadiums, fields and other facilities; and

WHEREAS, Boosters/Parent Organizations are desirous of providing personnel to administer game day ticket sales and the admission of spectators to home regular season games for PRSD’s _____ Team(s) (the “Events”); and

WHEREAS, PRSD is agreeable to permitting Boosters/Parent Organizations to administer ticket sales and spectator admissions to the Events, subject to the terms set forth in this Agreement.

NOW, THEREFORE, in exchange for the promises and mutual covenants set forth herein, and intending to be legally bound, Boosters/Parent Organizations and PRSD agree as follows:

1. Term: This Agreement shall commence as of the date stated above and continue until the June 30th following execution of this Agreement unless terminated earlier pursuant to Section 5 below. This Agreement shall not be extended or renewed except upon the written agreement of each of the parties hereto.
2. Ticket Sale Administration: Boosters/Parent Organizations shall provide the following services with respect to all Events conducted at PRSD’s facilities during the term of the Agreement:
 - a. Assess and collect PRSD-approved admission fees and distribute admission tickets to spectators and other persons attending the Events. Admission/ticket fees shall be approved by the PRSD Board of School Directors. A list of approved ticket fees is attached as Exhibit A.
 - b. Manage the ingress and egress of ticket holders at PRSD athletic fields and facilities during the Events.
 - c. Document and provide an accurate accounting to PRSD of ticket sales and ticket sale proceeds upon request.
3. Duties and Obligations of Boosters/Parent Organizations: Boosters/Parent Organizations acknowledge and agree as follows:
 - a. “Events” covered by this Agreement shall be limited to regular season home games, as set forth on the approved W.P.I.A.L. and/or P.I.A.A. schedule, that occur during the term of the Agreement and which are held at the PRSD Stadium located at 700 Warrendale Road.

- b. This Agreement does not extend or apply to any playoff games that may be scheduled at PRSD Stadium or other PRSD facilities.
 - c. Boosters/Parent Organizations shall not have any authority or right to manage behavior of spectators attending the events or to eject spectators or other attendees from any events. Boosters/Parent Organizations shall immediately contact PRSD's Director of Athletics, designated site manager or security personnel, or local authorities to address any disputes with event attendees relating to or arising out of inappropriate or prohibited behavior or conduct, payment of admission fees, or entrance into an event.
 - d. Boosters/Parent Organizations shall utilize all proceeds and other funds collected and retained by Boosters/Parent Organizations under Section 3 below for the sole and exclusive purpose of providing direct support to the PRSD _____ Team.
 - e. Boosters/Parent Organizations shall provide sufficient volunteers or other personnel to administer ticket sales and admissions at the events.
 - f. Boosters/Parent Organizations shall at all times comply with all applicable laws, rules, regulations and PRSD Board policies relating to its management of tickets sales and its use of the PRSD Facilities, including without limitation Board Policy 707 and Board Policy 915.
 - g. This agreement is only available to PRSD School Board approved Boosters/Parent Organizations per School Board Policy 915.
 - h. Boosters/Parent Organizations represent and warrant that the individual signing this Agreement has the full power and authority to act on behalf of and to enter into binding agreements for Boosters/Parent Organizations.
4. Ticket Proceeds: In consideration of the services to be provided under this Agreement, Boosters/Parent Organizations shall be entitled to retain one hundred percent (100%) of the gross ticket sale proceeds collected for each of the events, subject to the requirements of Section 3 above.
5. Termination:
- a. For Cause: PRSD may terminate this Agreement immediately upon written notice to Boosters/Parent Organizations in the event of a Boosters/Parent Organizations breach of any term or condition of this Agreement or any duty arising under it.
 - b. For Convenience: Either party may terminate this Agreement, at any time and for any reason, upon providing fifteen (15) days written notice to the other party.
6. Independent Contractor: It is expressly understood and agreed that (1) Boosters/Parent Organizations are and will be independent contractors of PRSD with respect to the terms of this Agreement; (2) Boosters/Parent Organizations do not and will not have any express or apparent authority to bind PRSD in any manner whatsoever; (3) Boosters/Parent Organizations and all persons hired, employed, engaged or otherwise permitted by

Boosters/Parent Organizations to perform ticket management or other services hereunder are and will be Boosters'/Parent Organizations' employees, subcontractors and/or agents, and under no circumstances shall Boosters/Parent Organizations or Boosters'/Parent Organizations' employees, subcontractors or agents be deemed to be PRSD's employees, including without limitation under any applicable worker's compensation, unemployment compensation, employment discrimination laws or any other applicable laws pertaining to hours of work or payment of compensation; and (4) Boosters/Parent Organizations shall be solely liable for the acts or omissions of its employees, subcontractors, agents and/or volunteer workers.

7. Indemnification: Boosters/Parent Organizations agree to assume all risks and liabilities relating to its performance of this Agreement, and shall defend, indemnify and hold harmless PRSD and its employees, administrators, directors and agents from and against all claims, demands, actions, causes of action, damages (including without limitation compensatory, consequential, punitive and exemplary damages), liabilities, judgments, costs and expenses, including attorneys' fees, attributable to bodily injury, sickness, disease or death of any person or persons, or to injury to or destruction of tangible property, including loss of use and consequential damages resulting therefrom, which PRSD may incur and which may arise out of or result in any way from any act, omission, negligence or gross negligence of Boosters/Parent Organizations or its agents, employees or subcontractors performing services under this Agreement.
8. Assignment: Boosters/Parent Organizations shall not assign this Agreement nor its rights or duties under it to any other person or entity without prior written consent of the PRSD.
9. Miscellaneous: This Agreement sets forth the entire agreement of the parties on the subject matter hereof and supersedes all previous or concurrent agreements between them, oral or written, and may not be modified except with prior written agreement of each party. This Agreement, its administration and performance, and all rights, obligations, liabilities and responsibilities of Boosters/Parent Organizations and PRSD hereunder shall be governed by and construed in accordance with the substantive law of the Commonwealth of Pennsylvania. This Agreement and all the terms, rights, privileges, covenants and conditions hereof shall extend to and be binding upon the parties hereto, and upon their respective legal representatives, successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Boosters/Parent Organizations

PINE-RICHLAND SCHOOL DISTRICT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Home Game Ticket Fees

Students (Age 18 and under): \$1.00 per game

Adults: \$3.00 per game

Ages 5 years and younger are admitted free of charge.

All spectators entering the contest are required to purchase a ticket or present a season pass. The following formula can be used when determining the cost of a season pass.

Number of games multiplied by the cost of a single ticket divided by 2 = cost of season pass.

Example for an adult – 9 (home games) x \$3.00 = \$27.00 divided by 2 = \$13.50 for an adult season pass.

Example for a student – 9 (home games) x \$1.00 = \$9.00 divided by 2 = \$4.50 for a student season pass.

Boosters/Parent Organizations are responsible for production of the season passes; examples or templates can be provided by the Pine-Richland Athletic Department.

Season passes shall be sold to any person who wishes to purchase them regardless of where they reside.

Best Practice Procedural Guide

In order to remain consistent with current best practices, it is required that any Booster / Parent Organization collecting money through the sale of admission tickets for home games follows the procedures listed below. These procedures are used by teams currently selling admission tickets for attendance to games (e.g. boys' and girls' basketball).

***The information below is based on the current practice used at girls' basketball home games. The procedures below may be adjusted depending upon the number of anticipated ticket sales and/or number of cash boxes being used.**

Cashbox Setup

One cash box should be provided to each person selling tickets at home games. Start-up money in the amount of \$500 should be included in the cash box with denominations equaling \$200 in ten dollar bills; \$200 in five dollar bills; and \$100 in one dollar bills. A PRSD Athletic Event Deposit Form (Exhibit 1) which includes the information listed below (nos. 1-7) should be included in the cashbox. A sample copy of a completed PRSD Athletic Event form (Exhibit 2) should also be included.

The **Athletic Event Deposit Form (Exhibit 1)** should be filled out for each ticket seller with the information listed below:

1. The sport, event date, and opponent information completed.
2. The name of the ticket seller and cash box number should appear at the top of the form (see Exhibit 2).
3. The first ("start") ticket from each roll of student tickets and parent tickets should be taped to the top of the form (Exhibit 2).
4. The start numbers for student and for adult should be written in the "#Start*:" line of the "Student Tickets" box and in the "#Start*:" line of the "Adult Tickets" box on the form.
5. Ticket prices should be indicated on the form under "Computed Income" section.
6. Start-up cash amounts should be included on the "Less Start-Up" line found in the "Summary" section of the form.
7. Prior to the start of ticket sales, each seller should count the amount of start-up money in his/her box to verify that it is correct and initial the amount on the PRSD Athletic Event Deposit Form.

Ticket Reconciliation Instructions

When the sale of tickets ends (half-time), each seller must reconcile his/her cashbox following the procedures below:

1. Remove the last ticket on the roll of both the student and adult ticket rolls and tape them to the top of the PRSD Athletic Event Deposit Form underneath the start ticket.
2. Each ticket number should then be entered into the "Last Ticket # Sold" line under the "Student Tickets" section and "Last Ticket # Sold" line under the "Adult Tickets" section of the PRSD Athletic Event Deposit Form.
3. Subtract the "#Start*:" number from the "Last Ticket # Sold:" to arrive at the "Total No. of Sales" for the Student tickets. Follow the same steps for "Adult Tickets" section.

4. Then calculate the "Total" under the "Computed Income" section. To calculate the income, multiply the ticket price for students with the "Total No. of Sales" under "Student Tickets" box. Write this total in the "Amount" column of the "Student" line. Follow the same steps for the Adult tickets.
5. Count all monies in the cash box and under the "Cash" section, enter in the amount of bills by denominations (i.e. \$10 bills = \$100; \$1 bills = \$200). Total these amounts.
6. Under Summary Section, fill in the "Total Cash" line; "Total Checks" (if any); Subtract the "Less Start-up" amount that should already be filled in to calculate the "Grand Total" amount.
7. Confirm that the "Grand Total" and the "Total" in the "Computed Income" section match.
8. Once these match, each seller should sign his/her PRSD Athletic Event Deposit Form.
9. All money should then be placed in a safe place at the end of the night for final verification in the morning.

Final Verification

The Booster / Parent Organization will assign someone to provide the final verification of all ticket money the next morning - unless the home game is a Friday or Saturday - which final verification may take place the next Monday. The following steps should be followed:

1. All **Athletic Event Deposit Forms** will be recalculated and money recounted by the Booster / Parent Organization Treasurer.
2. The start-up cash will be removed and held in a locked, secure location for use at the next home game.
3. A deposit slip will be made for the final amount and placed in a deposit bag along with all verification paperwork (copies of paperwork should be held by the Treasurer).
4. The Booster / Parent Organization Treasurer should deposit money.

EXHIBIT 1



**PINE-RICHLAND SCHOOL DISTRICT
ATHLETIC EVENT DEPOSIT FORM**

SPORT: _____
 EVENT DATE: _____
 OPPONENT: _____

STUDENT TICKETS	
COLOR:	
LAST TICKET # SOLD:	
# START*:	
TOTAL NO. OF SALES:	

ADULT TICKETS	
COLOR:	
LAST TICKET # SOLD:	
# START*:	
TOTAL NO. OF SALES:	

COMPUTED INCOME		
NO. TICKETS SOLD:	TICKET PRICE	AMOUNT
STUDENT:	\$	\$
ADULT:	\$	\$
TOTAL:		\$

CHECKS	
TOTAL NO. CHECKS:	
TOTAL AMOUNT:	\$

CASH		
\$100		\$
\$50		\$
\$20		\$
\$10		\$
\$5		\$
\$1		\$
Half Dollars		\$
Quarters		\$
Dimes		\$
Nickles		\$
Pennies		\$
TOTAL		\$

SUMMARY	
TOTAL CASH:	\$
TOTAL CHECKS:	\$
LESS START-UP:	\$
GRAND TOTAL:	\$

Verified by: _____

Received: _____

*Please attach actual start and stop tickets to this form.

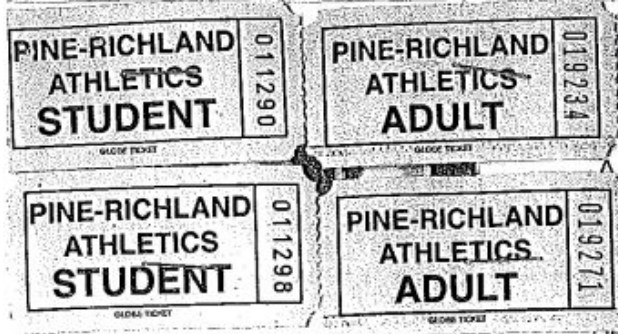


EXHIBIT 2 FICKES
 PINE-RICHLAND SCHOOL DISTRICT
 ATHLETIC EVENT DEPOSIT FORM

SPORT: GIRLS BASKETBALL
 DATE: 12-11-17
 OPPONENT: WEST AUZEHENY

STUDENT TICKETS	
COLOR:	<u>YELLOW</u>
LAST TICKET # SOLD:	<u>297</u>
# START*:	<u>011290</u>
TOTAL NO. OF SALES:	<u>7</u>

ADULT TICKETS	
COLOR:	<u>GRAY</u>
LAST TICKET # SOLD:	<u>270</u>
# START*:	<u>019234</u>
TOTAL NO. OF SALES:	<u>36</u>

COMPUTED INCOME		
NO. TICKETS SOLD:	TICKET PRICE	AMOUNT
STUDENT:	<u>\$ 3.00</u>	<u>\$ 21</u>
ADULT:	<u>\$ 5.00</u>	<u>\$ 180</u>
TOTAL:		<u>\$ 201</u>

CHECKS	
TOTAL NO. CHECKS:	
TOTAL AMOUNT:	\$

CASH	
\$100	\$
\$50	\$
\$20	<u>\$ 240</u>
\$10	<u>\$ 50</u>
\$5	<u>\$ 200</u>
\$1	<u>\$ 211</u>
Half Dollars	\$
Quarters	\$
Dimes	\$
Nickles	\$
Pennies	\$
TOTAL	<u>\$ 701</u>

SUMMARY	
TOTAL CASH:	<u>\$ 701</u>
TOTAL CHECKS:	\$
LESS START-UP:	<u>\$ 500.00</u>
GRAND TOTAL:	<u>\$ 201</u>

Verified by: [Signature]
 Received: [Signature]

*Please attach actual start and stop tickets to this form.