

GATE RECEIPTS, CONCESSIONS, PERSONAL SEAT LICENSES

CDG
(REGULATION)

DEFINITIONS	"PSL" means Highlander Stadium Personal Seat License. "Stadium" means Highlander Stadium in University Park, Texas. "Games" means the regular season games of the Highland Park High School Varsity Football Team played at the Stadium. "PSL Holder" means the person who purchases the PSL. "Season Tickets" means tickets for admission to the Games in a single football season. "PSL Agreement" means the Highlander Stadium Personal Seat License Agreement. "PSL Fee" means the total consideration paid by the PSL Holder for the PSL. "Seats" means the specific seats subject to the PSL Holder's PSL. "Team" means the Highland Park High School Varsity Football Team. "Household" means all persons who reside at a single address.
GENERAL DESCRIPTION AND PURPOSE	Purchase of a PSL is required to purchase Season Tickets. A PSL gives the PSL Holder the limited right to purchase Season Tickets to the Games during the term of the PSL. Funds generated from the sale of PSLs benefit the District and are considered local revenue not subject to recapture.
TYPES OF PSLS	All PSL Holders will be required to sign a new PSL Agreement at the time of the purchase or renewal of a PSL subject to terms in effect at renewal.
ONE YEAR	One-Year PSLs are \$100 per Seat. One-Year PSL Holders are allowed to purchase Season Tickets for the year of their PSL but are not obligated to do so. A person is limited to the purchase of no more than two One-Year Seat PSLs in any one year. Beginning in 2013, one Household cannot have more than four (4) combined One-Year or Three-Year PSLs. Seats subject to the One-Year PSLs consist of the bench seats in rows 1-9 of section C and all seats in section D on the home side of the stadium.
THREE YEAR	Three-Year PSLs are \$450 per Seat. Holders of Three-Year PSLs are allowed to purchase Season Tickets but are not obligated to do so. Starting in 2013, Holders of One-Year PSLs can exchange them for a maximum of four (4) Three-Year PSLs per Household. Anyone who previously had purchased more than four (4) may continue to renew those Three-Year PSLs at the District's discretion. Seats subject to the Three-Year PSLs consist of the seats with backs in rows 10 through 31 of section C on the home side of the stadium.

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PSL SALE AND RENEWAL PRO- CEDURES	The following paragraphs describe the current procedure. The District may change this procedure at any time in its sole discretion without notice to the PSL Holders. No PSL Holder has any vested right in these procedures.
RENEWAL NOTICES	Each year the District will send a notice to current One-Year PSL Holders including the PSL Agreement and a description of the procedure for renewing PSLs and purchasing Season Tickets. The PSL Holder will sign and return by the date specified if the PSL Holder chooses to renew the PSL. Every third year, the Three-Year PSL Holders will be sent notice letters and PSL Agreements from the District with instructions for renewing the PSLs and purchasing tickets.
DEADLINE	Deadlines are strictly enforced.
RENEWAL PROCED- URES	Once the deadline for renewals of the PSLs has past, current Three-Year PSL Holders will be given the opportunity to exchange the Seats subject to their PSLs. If a PSL Holder exchanges Seats, then the newly selected Seats thereafter become associated with the PSL Holder's PSLs. The ticket exchange will be conducted at the pre-arranged date and time at the District's ticket office on a first-come-first-served basis. A second exchange day will be held at the pre-arranged date and time at the District's ticket office on a first-come, first-served basis. One-Year PSL Holders who have just renewed will be allowed to exchange a One-Year PSL for a Three-Year PSL or for a One-Year PSL in a different location, if available. If the One-Year PSL Holder chooses to trade up to a Three-Year PSL, they will be required to pay the Three-Year PSL Fee at that time, but will be credited any amount paid for the One-Year PSL. Both before and after the second exchange day, the District will evaluate the number of unsold Season Tickets remaining, and determine the number of Season Tickets to set aside for use by District staff and for purchase by families of varsity football players. Those tickets will be offered for sale pursuant to terms and conditions chosen by the District. If any seats subject to One-Year PSLs are still available after the set aside, then the PSLs for these seats will be offered to the general public pursuant to procedures and terms and conditions adopted by the District. After the final period in which One-Year PSLs can be obtained by the general public, any remaining tickets will be sold to the general public on a game-by-game basis.
TERMS AND CON- DITIONS OF THE	The following terms and conditions are incorporated into the PSL Agreement. These terms and conditions may be changed by the District from

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PSL time to time in its sole discretion.

PSL HOLDER QUALIFICATIONS A person must be 21 years of age or older to purchase a PSL. The purchaser will be the PSL Holder of record and for administrative purposes, there cannot be more than one PSL Holder of record for each PSL. A PSL Holder may change the Holder of record to his or her spouse, or former spouse, upon written notification to the District.

Any transactions made concerning the PSLs and corresponding Season Tickets will be made only with the PSL Holder of record or a member of the PSL Holder's Household. All transactions must be documented in writing. These include changes of address, seat additions and deletions, seat location changes and all transactions involving the collection of monies.

NON-REFUNDABLE The PSL Fees and the amount paid for Season Tickets are non-refundable and no refunds will be issued by the District for any reason.

NON-TRANSFERABLE PSLs are not transferrable or otherwise assignable by the PSL Holder. PSL Holders cannot sell the PSL or pass the PSL in a will. The PSL Holder's family members, heirs or friends have no rights in the PSL.

Upon the death of the PSL Holder, all rights or obligations under the PSL Holder's PSL automatically terminate. The surviving spouse of the PSL Holder will first be given the opportunity to renew the PSL when and if it is offered for renewal, before the PSL and the seats associated with the PSL are subject to the normal renewal process.

Any attempt by the PSL Holder to circumvent these rules prohibiting transferability, will result in the immediate cancellation of the PSL and a three-year suspension of the PSL Holder's ability to purchase Season Tickets. The person to whom the PSL Holder attempted to transfer the PSL will also be prohibited from buying Season Tickets for three years.

NOT RENEWABLE A PSL Holder does not have the right to renew the PSL. At the end of the License Term, subject to all other terms of this Agreement, HPISD, in its sole discretion, may offer the PSL Holder an opportunity to purchase a new the PSL License for the same Seats on the terms and conditions then in effect for such licenses, if any.

HPISD is not obligated to continue to offer a PSL program and may terminate or modify the program at any time and the purchase of a PSL License does not give rise to a right to renew the PSL

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except on terms established by HPISD. If the PSL Holder fails to renew the PSL by the deadline set by the District, the PSL Holder will no longer have any rights in the Seats covered by the PSL, unless the former PSL Holder purchases a new PSL pursuant to the District's normal process for acquiring PSLs.

POSSES-
SION AND
USE

The PSL Holder will have access to the Stadium and Seats to which the PSL Holder's PSL relates only upon presentation of a ticket for admission to the Game. The PSL Holder and PSL Holder's guests and invitees are required to observe the terms and conditions upon which the tickets for admission to the Stadium were issued. These include, but are not limited to, compliance with all applicable federal and state laws, District policies, rules and regulations and University Interscholastic League rules and regulations.

A PSL only entitles the PSL Holder to use of the Seats for the Games and a PSL does not entitle the PSL Holder the right to use the Seats for any other event held at the Stadium.

The rights under the PSL Agreement are revocable rights of personal privileged granted by the District to the PSL Holder and may be revoked at the sole discretion of the District. The PSL does not grant the PSL Holder any property rights and the PSL Agreement does not convey any ownership rights in the Seats or Season Tickets or a right to purchase Season Tickets beyond the term of the current PSL.

DEFAULT
AND TER-
MINATION

In the event the PSL Holder defaults in the performance or observation of PSL Holder's duties and obligations under PSL Agreement or these regulations, HPISD may, at its option:

a. Withhold distribution of tickets to PSL Holder for Games and events played in or held at the Stadium until such time as such default is cured, and/or

b. Terminate the rights of PSL Holder under the PSL Agreement.

Upon termination of the PSL Holder's PSL for any reason, HPISD will have the unrestricted right to sell PSLs for the Seats to any other person with no further obligation or liability to the PSL Holder.

NOTICES

All communications regarding renewal or purchase of PSLs or Season Tickets must be mailed or hand-delivered to HP Athletics, Highland Park Independent School District, 7015 Westchester Drive, Dallas, Texas 75205. Mailed communications will be deemed timely if post-marked before the applicable deadline.

Phone calls, oral communications and email communications are insufficient to protect the PSL Holder's opportunities under the PSL

Highland Park iSD-Dallas County
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Holder Agreement or effectuate a renewal of the PSL or the purchase of
Season Tickets or PSLs.