



SERVICE AGREEMENT

This Service Agreement ("Agreement") is made and entered into this ____ day of _____, 2020 ("Effective Date") between HomeTown Ticketing, Inc. (hereinafter "HTT") and _____ ("Client" or "you" or "your"). HomeTown will provide a platform to allow Client to make online ticket sales to its customers ("Customers"). For good and valuable consideration, the receipt and sufficiency is hereby acknowledged, the parties hereto agree as follows:

1.0 The Basics

- a. This 36-month auto-renewing agreement is to use HTT as your online ticketing provider via an online box office that HTT shall provide.
- b. HTT will charge to your customer the ticket face value, and the following service and credit card ("CC") processing fees for online transactions (collectively, the "Fee"): \$1 per-ticket fee + CC fees (currently 2.9% + \$0.30 per-order). Point of Sale orders will charge customer the ticket face value + CC fees of 2.7% + \$0.05 per transaction.
- c. The full-face value of tickets sold (plus any taxes, if applicable and received from customer) will be paid to you within 24 hours after the sale is processed. It is your sole responsibility to remit any applicable sales taxes to the proper authorities.
- d. HTT will provide an online ticketing platform along with cloud hosting, technical services, and support for you. HTT will also provide customer (fan) support if your customers contact HTT directly.
- e. You are responsible for honoring all tickets sold through the HTT platform that can be successfully scanned with the HTT app, have not been altered, and were paid for in full without any dispute.
- f. You are responsible for any refunds and for implementing a refund policy and any event or other policies. These policies must be visible on your website and conveyed to any customers who purchase tickets through the HTT platform. HTT does not provide refunds of any fees. Any full refunds you choose to make to customers will cause the fee to be deducted from your account balance to cover the cost of said fees.
- g. HTT is not liable for taxes, event management, security, or any claim or loss that may arise at any event or venue, or for any damage to personal devices or other hardware that may be utilized to scan tickets.
- h. HTT may aggregate your event information on the HomeTownTix website and app.
- i. HTT maintains full control of digital ticket property, including digital ads in compliance with Board of Directors Policy, which may provide an optional revenue share to you.
- j. HTT's liability hereunder is limited to the Fee received by HTT on any ticket sold by you in the last 60 days.
- k. Any warranties, whether express or implied, that are not specifically stated herein are hereby disclaimed.
- l. HomeTown may use your name, website address, public social media posts, and tickets available for sale publicly by you, together with aggregate data related thereto, to promote ticket sales and for reporting and compliance purposes

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

HomeTown Ticketing, Inc.

Sign: Lorien Parry Luehrs

By: Lorien Parry Luehrs

Title: President & COO

[CLIENT]

Sign: _____

By: _____

Title: _____