

CONTRACT NAME: AGREEMENT BETWEEN HUDDLE TICKETS, LLC AND DAVIS JOINT UNIFIED SCHOOL DISTRICT

BRIEF DESCRIPTION OF CONTRACT: This contract is between Huddle Tickets and DJUSD to provide a platform for mobile ticket sales to all Davis Senior High School league games and playoff competitions.

FISCAL IMPACT: Davis Senior High School receives 100% of the ticket sales and there is no administrative cost associated with this service.

ELECTRONIC TICKET AGREEMENT

This **ELECTRONIC TICKET AGREEMENT** (the "Agreement") is made effective as of October 1, 2018 (the "Effective Date"), by and between Davis Senior High School ("DHS"), with an address at 315 W 14th St Davis, CA 95616, and Huddle Tickets, LLC ("Huddle"), a Georgia limited liability company with a principal address at 6445 Shiloh Road, Suite B, Alpharetta, GA 30005.

WHEREAS

- A. DHS desires to use an electronic ticketing solution for its digital ticketing needs provided by Huddle.
- B. Huddle desires to meet the digital ticketing needs of DHS without cost to DHS.

NOW, THEREFORE, in consideration of the agreements herein and other good and valuable consideration, the receipt and legal sufficiency of which are acknowledged, DHS and Huddle agree as follows:

1.0 Definitions. In this Agreement the words and expressions above and below shall have the assigned meanings throughout this Agreement. Unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing the masculine gender include the feminine and neuter and vice versa and references to any individual, person or entity includes an incorporated or unincorporated body, partnership, government, trust and vice-versa.

"**Business Day**" means days on which banks are opened for the usual range of business in the USA.

"**Term**" means the term of this Agreement as specified in Article V.

2.0 Rights and Benefits. Huddle agrees to provide to DHS an electronic ticket option for all DHS events as requested by DHS. **Exhibit A** describes in detail the electronic ticket solution to be provided.

3.0 Consideration. Huddle has agreed to provide the digital electronic ticket solution to DHS free of charge.

4.0 Term. The Term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2019.

5.0 Exclusivity. In return for Huddle's willingness to provide the electronic ticketing solution without charge, DHS agrees to not use any other electronic ticketing solution during the Term.

6.0 Termination.

- (i) **By Either Party.** Either party may terminate this Agreement by giving written notice to the other if a party defaults in the performance of its obligations under this Agreement and fails to remedy such default within five BUSINESS DAYS of receiving written notice specifying such default and requiring that such default be remedied.
- (ii) **By DHS.** DHS may terminate this Agreement by giving written notice to Huddle if Huddle engages in any conduct that in the reasonable view of DHS is prejudicial to the aims and objectives of, or may cause detriment to the good standing and reputation of DHS.

7.0 Representations by Huddle. Huddle represents and warrants that: (i) it has all the requisite power and authority to execute and perform its obligations under this Agreement; and (ii) no approval, authorization or consent of any governmental authority is required in order for it to perform its obligations under this Agreement.

8.0 Representations by DHS. DHS represents and

warrants that: (i) it has all the requisite corporate power and authority to execute and perform its obligations under this Agreement; and (ii) no approval, authorization or consent of any governmental authority is required in order for it to enter into and perform its obligations under this Agreement.

9.0 Severability of Provisions. Any provision in this Agreement which is invalid or unenforceable in any jurisdiction is to be interpreted, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction.

10.0 Entire Agreement. This Agreement constitutes the sole and entire understanding between the parties.

11.0 Notices. All notices shall be in writing sent to the respective addresses as set out above, addressed to the attention of the "Principal" or "President", as the case may be, unless notification of a change of address is given in writing.

12.0 Relationship of Parties. Nothing herein shall be construed as establishing a joint venture or partnership relationship between DHS and Huddle.

13.0 Assignment. Huddle shall not assign, transfer or convey its obligations under this Agreement and any attempt to do so shall be void.

14.0 Counterparts/Copies. This Agreement may be signed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same agreement. Signed copies of this Agreement transmitted by facsimile, email or otherwise shall be treated as original signature copies of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by duly authorized representatives in two (2) copies on the date first written above.

Davis Senior High School

By:  10/17/18
Name: Bruce E. Colby
Title: Chief Business Officer

Huddle Tickets, LLC

By: _____
Name Joseph M. Thacker

Title: Chief Executive Officer

Exhibit A
Description of GoFan Electronic Ticket Solution

Electronic Ticket Solution. The GoFan electronic ticket solution to be provided by Huddle shall consist of the following:

- (1) Tickets for DHS events will be available for purchase on a GoFan custom school website page and/or through a mobile application;
- (2) Electronic platform for the sale of tickets to DHS events will be free to DHS;
- (3) DHS will have the option to purchase ticket scanners from Huddle, but such scanners are not required;
- (4) DHS will receive 100% of the face value of each ticket sold through the DHS custom website page and/or the mobile application. A convenience fee and credit card fee (\$0.75 + 5% of the face value of each ticket sold), however, will be added to the cost of each ticket sold and paid by the consumer;
- (5) Reconciliation reports for each event ticketed through the electronic ticket solution will be provided to DHS within two business days following event completion;
- (6) Total payments received for the face value of each ticket sold will be distributed to DHS no later than the third business day of the week following event completion via either check or ACH payment, with the method of payment at the discretion of DHS;
- (7) Tickets sold through the custom school website page and/or through the mobile application are non-refundable.