



**AMENDMENT NUMBER 2  
TO THE TICKETING  
SERVICES AGREEMENT**

THIS AMENDMENT TO THE TICKETING SERVICES AGREEMENT (hereinafter "Amendment") is made and entered into on this \_\_\_\_\_, 2007, by and between **Tickets.com, Inc.** (hereinafter "Tickets.com"), a Delaware corporation having its place of business at 555 Anton Boulevard, Costa Mesa, California 92626 and **City of Sacramento** (hereinafter "Client"), having its place of business at 1030 15<sup>th</sup> Street, Sacramento, California 95814.

WHEREAS, on July 1, 2005, Client entered into a Ticketing Services Agreement # 2005-0062 (hereinafter "Agreement") with Tickets.com; and,

WHEREAS, the parties entered into Amendment Number 1 to the Agreement on March 27, 2007; and,

WHEREAS, the parties wish to further amend the Agreement as set forth herein.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. **Definitions.** All capitalized terms not defined in this Amendment will bear the same meaning as set forth in the Agreement.
2. **Exhibit A "Pricing Provisions"** of the Agreement is amended and restated in its entirety with the attached revised Exhibit A for purposes of incorporating revenue share due to Client for Ticket sales which utilize the Tickets@Home functionality.
3. **Exhibit B "Equipment"** of the Agreement is amended and restated in its entirety with the attached revised Exhibit B for purposes of incorporating additional pieces of Equipment provided by TDC.
4. **Incorporation of Recitals.** All facts set forth in the recitals of this Amendment are incorporated into this Amendment and made a part hereof.
5. **No further Amendment.** With the exception of the foregoing, the terms and conditions of the Agreement will remain unchanged.

The parties hereby indicate their agreement to this Amendment Number 2 by their signatures hereunder.

**CITY OF SACRAMENTO**

**TICKETS.COM, INC.**

\_\_\_\_\_  
Authorized Signature

[Signature]  
Authorized Signature

\_\_\_\_\_  
Ray Keridge

[Signature]  
Printed Name

\_\_\_\_\_  
City Manager

CEO  
Printed Title

Date: \_\_\_\_\_

Date: 9-19-07

City of Sacramento Business

Sales Contact: Nick Fanelli

Op. Tax Cert. Number: 132973

Federal I.D. Number: 06-1424841

California Corp. Number: 1970860

TYPE OF BUSINESS ENTITY (check one):

\_\_\_\_ Individual/Sole Proprietor

\_\_\_\_ Partnership

X Corporation

\_\_\_\_ Limited Liability Company

\_\_\_\_ Other (please specify: \_\_\_\_\_)

\_\_\_\_\_  
APPROVED TO AS FORM:

Approved By Legal [Signature]

[Signature] 9/24/07  
City Attorney

ATTEST:

\_\_\_\_\_  
City Clerk

**EXHIBIT A  
PRICING PROVISIONS**

Pursuant to the terms and conditions of the Agreement, this Exhibit A is incorporated into and made a part hereof:

**1. CHARGES PAID BY CLIENT:**

**A. Inside Charges:** Inside fees charged to Client by TDC, which will be deducted from settlement

TDC Retail Outlet Sales Fee:	No applicable charges
TDC Call Center/Internet Sales:	No applicable charges
Box Office Sales Per Ticket Fee:	No applicable charges
Setup Fee:	No applicable charges

**B. Credit Card Fees:** Credit card fee of 2.00% based on the Gross Ticket Proceeds charged to Client by TDC, which will be deducted from settlement.

**C. Equipment:** Client will pay TDC no monthly fees for Equipment

**D. Data Communications:** Client will pay TDC no monthly fees for data lines.

**2. CHARGES PAID BY CUSTOMER:**

**A. Customer Service Charges:** The Customer Service Charge per Ticket will be determined by Client based on ticket price as stated in the schedule of rates listed in below. Customer Service charge rates may be adjusted by Client no more than once annually. TDC will retain a flat fee of **\$3.50** per Ticket sold by TDC regardless of Customer Service Charge amount, except for those tickets priced between \$0 and \$14.99, for those tickets, TDC will retain a flat fee of **\$3.00** per Ticket sold by TDC. TDC will not retain any service fee on those tickets sold through Client's Box Office.

**Schedule of Rates shall be as follows:**

Ticket Price	Phone/Internet
0- \$10.00	\$3.25
\$10.01 - \$14.99	\$4.00
\$15.00 - \$19.99	\$4.50
\$20.00 - \$24.99	\$5.00
\$25.00 - \$29.99	\$5.50
\$30.00 - \$34.99	\$6.00
\$35.00 - \$39.99	\$6.50
\$40.00 - \$44.99	\$6.75
\$45.00 - \$49.99	\$7.75
\$50.00 - \$64.99	\$9.00
\$65.00 - \$99.99	\$10.25
\$100.00 - \$150.00	\$12.00
\$150.01 - \$200.00	\$14.50
\$200.01 - \$300.00	\$16.50
\$300.01 - \$400.00	\$18.50
\$400.01 - \$500.00	\$20.50

**B. Per-Order Processing Fee:** The Per-Order Processing Fee will be \$3.50. Client may raise processing fees not more than once annually. TDC will retain a flat fee of **\$2.00** per order regardless of Per-Order Processing Fee amount, including a Per-Order Processing Fee of \$0.00.

**C. Tickets@Home Fee: \$1.75.**

**3. REVENUE SHARE DUE TO CLIENT:**

<b>Ticket Price</b>	<b>Revenue Share Due to Client on Per-Order Tickets@Home Fees</b>
All Tickets	\$0.50

**4. ADVERTISING AND SPONSORSHIP:** TDC shall pay the CITY \$75,000 annually in return for the CITY placing TDC's logo on Convention Center Complex marketing collateral materials such as the Complex website, newsletter and marquee, or other mutually agreed upon materials. This payment shall be received no later than June 1<sup>st</sup> of each year.

**5. MARKETING AND PROMOTION PACKAGE.** TDC agrees to provide Client with various internal marketing and promotion services during the Initial Term and any Renewal Term, which will have a minimum market value of \$40,000.00 annually. Such internal marketing and promotion methods may include, but not be limited to, targeted group sales, email campaigns ("Monthly Flash", "Artist/Event Flash" and "Venue Flash") and Private Labeled Web Pages

**EXHIBIT B**

**Equipment**

The following items of Equipment are provided to Client pursuant to the terms and conditions of Agreement. TDC reserves the right to substitute or replace, at its expense, any or all such Equipment.

<b>TICKETING/DATACOMM EQUIPMENT</b>	<b>QUANTITY</b>	<b>CLIENT COST</b>
Data Communication Equip	As needed	\$0.00
PC's with Terminal Emulation Software*	20	\$0.00
Ticket Printer	19	\$0.00
Report Printer	3	\$0.00
<b>ACCESS CONTROL EQUIPMENT</b>	<b>QUANTITY</b>	<b>CLIENT COST</b>
GateLink Software	1	\$0.00
Wireless Access Points	3	\$0.00
Handheld Scanners	Up to 13	\$0.00
Remote Charger	Up to 6	\$0.00

\*This Equipment includes 17 PC's with Terminal Emulation Software, including GUI interface; and 3 additional PC's and software for local arts organizations use at the discretion of Client.