

TICKETING AGREEMENT CONDITIONS

Throughout the following conditions, "University" shall refer to the University of Waterloo, and "THEATRE" shall refer to the Department of Communication Arts, a department of the University of Waterloo.

T1. The THEATRE's box office services must be used for all ticketed events. The THEATRE shall have control of ticket sales made through the University Box Office and shall not be required to settle with the LESSEE for the proceeds until after the conclusion of contracted performances. The THEATRE shall be entitled to deduct from such proceeds all amounts owing to the THEATRE by the LESSEE.

T2. The THEATRE will collect and submit any taxes, charges, or levies payable under the Retail Sales Tax Act, the Excise Tax Act, or payable to any other authority because of the LESSEE's use of the THEATRE box office services. These taxes, charges, and levies must be included in the advertised price of a ticket and will be paid by the purchaser of the ticket.

T3. There will be a Capital Improvement Fund (CIF) charge on every ticket sold to an event in the THEATRE's venues, as prescribed in the THEATRE *Fee Schedule*, and this charge must be included in the advertised price of a ticket and will be paid by the purchaser of the ticket.

T4. There will be a 10% Service Charge on every ticket sold. This charge is comprised of a 6% Handling fee plus a 4% payment processing fee. This charge must be included in the advertised price of a ticket and will be paid by the purchaser of the ticket.

T5. Dependent upon purchase channel there may be Convenience fees and convenience fee taxes charged on a ticket purchase. These fees will be on top of the advertised price of a ticket and will be paid by the purchaser of the ticket. In the event of a ticketed event cancellation, convenience fees are non-refundable.

T6. The THEATRE will always retain control of the management of its Box Office and the LESSEE shall strictly adhere to the decisions and instructions of the Director of Production & Theatre Operations.

T7. The LESSEE agrees to indemnify and save harmless the University, its servants, and agents, against all liability, loss, damages, costs and expenses which it may incur, suffer or be required to pay by reason of the use of these University services by the LESSEE. Without limiting the generality of the foregoing, the LESSEE hereby agrees to indemnify and save harmless the University against all claims arising out of infringement of royalty rights, copyrights, SOCAN charges, taxes, slander, or libel which may occur because of a ticketed event.

T8. The LESSEE understands and agrees that this AGREEMENT may be cancelled by either party, with just cause, prior to the ticket ON SALE date and that in the event of such cancellation there will be no claims or rights to damages, or reimbursement on account of any loss, damage, or expense whatsoever. Notice of cancellation by the THEATRE shall be sent by postal or electronic mail to the LESSEE at an address on file for the LESSEE. If notice of cancellation by the LESSEE is received by the THEATRE after the ticket ON SALE date, the LESSEE will pay the Handling charges on all sales prior to cancellation, regardless of provisions for patron reimbursement, and will pay all labour and administrative costs related to the provisions for patron reimbursement should the THEATRE Box Office be involved in said provisions.

Notice of cancellation by the LESSEE should be addressed to:

The Director of Production & Theatre Operations
ML 122
University of Waterloo
200 University Avenue West
Waterloo ON N2L 3G1

T9. No assignment or transfer of this AGREEMENT may be made without written consent of the THEATRE.

T10. A ticketing deposit may be required pursuant to this AGREEMENT and if so, will be stipulated on the AGREEMENT. Said deposit will be due in full in the office of the THEATRE prior to commencement of ticketing sales but in any case, no later than three weeks prior to the ticketed event. Any ticketing deposit received will be applied against invoice payment upon settlement except in the case of event cancellation when it will be non-refundable and used to facilitate ticket refunds to ticket purchasers.

T11a. The LESSEE acknowledges that for the purpose of ticket sales for events, the capacity of the Humanities Theatre is variable between 671 and 717 depending on the production and audience requirements, with a limited number of additional wheelchair accessible seating locations pending advance notice.

T11b. The LESSEE acknowledges that for the purpose of ticket sales for events, the capacity of the Theatre of the Arts is 395 and 397 depending on the production and audience requirements, with four (4) additional wheelchair accessible seating locations.

T11c. The LESSEE acknowledges that for the purpose of ticket sales for events, the capacity of Studio 180 is variable up to 57 depending on the production and audience requirements, with a limited number of additional wheelchair accessible seating locations pending advance notice.

T12. The THEATRE may hold a maximum of six (6) complimentary tickets for each event session to be used at its discretion. In addition to those, the THEATRE will hold four (4) additional seats for emergency seating purposes.