

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 37**

Approving Ticket / Box Office Policies for the Oregon Convention Center.

The Metropolitan Exposition-Recreation Commission finds:

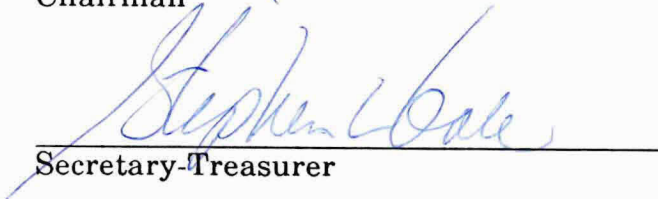
1. The need to establish written ticket / box office policies for the selling of tickets at Oregon Convention Center events and to establish guidelines for box office procedures relating to such events requiring use of tickets.

2. The approved Ticket / Box Office Policies will be in effect for all events utilizing the Oregon Convention Center and requiring ticketed admission to gain access to the specific event.

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission adopts the attached Ticket / Box Office Policies effective January 1, 1990.

Passed by the Commission on October 11, 1989.

  
Chairman

  
Secretary-Treasurer

APPROVED AS TO FORM:

  
Metro General Counsel

## TICKET/BOX OFFICE POLICIES

- A. The Commission shall have complete and sole supervision of the ordering, sale, distribution and collection of all tickets and at such places as the Commission shall designate.
- B. The Commission shall have the right to offer tickets for sale at all of its approved agencies. Licensee may request that ticket sales privileges be extended to additional agencies, but Licensee assumes full responsibility for collection of funds from such agencies and shall be liable to the Commission for the percentage fee as defined in the License Agreement of all tickets sold through such outlets.
- C. The Commission shall have complete custody and control of monies received from the sale of tickets. All such funds shall be the rightful property of the Commission for the purposes of applying same in accordance with the terms and conditions of the License Agreement toward payment of any balance for rent and/or otherwise due or to become due to the Commission for any purpose whatsoever related to the event covered by this License Agreement.
- C. The Commission at all times reserves the authority, power and right to control the ticket/box office, ticket personnel and ticket sales revenue until final settlement.
- D. Commission shall provide ticket office services for the Licensee. Licensee shall pay the Commission for Licensee's use of such ticket/box office services as a reimbursable expense at the time the event is held.
- E. Licensee agrees to sell all tickets at the prices as advertised by Licensee and approved by the OCC Manager. Any changes in ticket prices shall require the prior written approval of the General Manager or his designee.
- F. Licensee shall be responsible for the credit-worthiness of its patrons, including but not limited to bad checks and credit.
- G. Licensee agrees to provide the Commission, upon request by the OCC Manager, at least fifty (50) complimentary reserved seat tickets for each performance and/or one hundred (100) complimentary tickets or admission credentials per contracted date including any consumer shows for the use by the Commission. Such tickets shall be supplied to the OCC Manager at the Convention Center at least ten (10) working days in advance of the first day of the event. Complimentary tickets may not exceed one percent (1%) of total tickets without written authorization from the OCC Manager.
- H. Telephone/Mail Orders: All telephone and mail orders will be accepted by the Commission ticket/box office or its contracted agencies only. Mail orders will be accepted fourteen (14) days prior to an event and telephone orders seven (7) days prior to the event unless extended with written consent of the General Manager.

- I. Refund of ticket revenue shall be at the sole discretion of the Commission when such refunds shall, for cause, be made in keeping with its policy and its proprietary interest in retaining public faith for events held at the Oregon Convention Center. This shall include but not be limited to failure of projection equipment, failure of act to show or to go on stage within a reasonable time of scheduled performance according to License Agreement. The Commission may charge the Licensee a fee for compensation of special ticket refund handling.
- J. All tickets must be sold or distributed from the Commission ticket/box offices or through other Commission-approved agencies.
- K. Gross receipts as used in calculating the rent payable shall mean receipts from ticket sales minus admission fees, excise taxes or sales tax levied, if any, by city, county, metro, state or federal government. Any such deductions from the gross shall be substantiated by submission of a statement of such deductions.
- L. Commission shall require all advertisements of performances or attractions for which admission is to be charged to state the total admission price, admission fees and/or additional charges.
- M. The Licensee shall be responsible for filing of federal, state and local tax returns and the payment of all sales, admission, excise or other taxes due, if any, in connection with such admissions. The Oregon Convention Center reserves the right to collect and/or withhold such taxes due for ticket sales and remit same directly to the proper agency.