

METROPOLITAN EXPOSITION-RECREATION COMMISSION

Resolution 94-19

Authorizing the General Manager, on behalf of the Metropolitan Exposition-Recreation Commission, to execute a 6 month extension thru 12/31/1994 to the current agreements for Automated Ticketing Services with G.I. Joes/TicketMaster and Oregon Ticket Company/Fastixx to 12/31/1994 for the Oregon Convention Center, Portland Center for the Performing Arts, and the Civic Stadium

The Metropolitan Exposition-Recreation Commission Finds:

1. That the Commission has the authority to extend this agreement for Automated Ticketing Services for the facilities noted:
2. That the staff needs the 6 month time period to fully assess the ticketing needs for the facilities following the adoption of the business plan:
3. That the terms of the existing contract which runs through June 1994 requires that the MERC give notice of its intention to extend or cancel 60 days prior to termination;

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission approves the extension to the Automated Ticketing Agreement with G.I. Joes/TicketMaster and Oregon Ticket Company/Fastixx to 12/31/1994 and authorizes the General Manager to execute the extension as provided for in the current agreement.

Passed by the Commission on April 20, 1994



Chairman



Secretary-Treasurer

APPROVED AS TO FORM:  
Daniel B. Cooper, General Counsel

By:



Mark B. Williams  
Senior Assistant Counsel

4. TERM OF THE AGREEMENT

The ~~initial~~ term of this Agreement shall be from the date of execution hereof until ~~June 30~~~~December 31~~, 1994, unless sooner terminated by the mutual agreement of the parties or as provided for herein.

The Commission shall have the option at the end of the initial term of this agreement to extend this agreement for two additional one-year terms, based on the same conditions as set out in the original agreement. Sixty (60) days' written notice to the Ticket Agent by the Commission prior to the termination of the original agreement or renewal term shall be sufficient to exercise either renewal option. Compensation shall be negotiated for any option year extension or extensions.

**AMENDMENT TO AUTOMATED TICKETING SERVICES AGREEMENT**

**WHEREAS**, The Commission is a subdivision of Metro, a municipal corporation; and

**WHEREAS**, The Automated Ticket Agent is an Oregon Corporation; and

**WHEREAS**, The Commission and the Automated Ticket Agent entered into any Automated Ticketing Services Agreement in December of 1991; and

**WHEREAS**, The parties wish to amend the Automated Ticketing Services Agreement so as to extend it for six months;

**NOW, THEREFORE**, the Automated Ticketing Services Agreement is hereby amended as follows:

1. Section 4 is amended to read as follows:

4. TERM OF THE AGREEMENT

The initial term of this Agreement shall be from the date of execution hereof until December 31, 1994, unless sooner terminated by the mutual agreement of the parties or as provided for herein.

The Commission shall have the option at the end of the initial term of this Agreement to extend this Agreement for two additional one-year terms, based on the same conditions as set out in the original Agreement. Sixty (60) days' written notice to the Ticket Agent by the Commission prior to the termination of the original Agreement or renewal term shall be sufficient to exercise either renewal option. Compensation shall be negotiated for any option year extension or extensions.

2. All other parts of the Automated Ticketing Services Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have executed this document as of the 20 day of April, 1994.


**TICKET AGENT:**

By Thomas Keenan Vice President  
Title Vice President Managing Partner

**METROPOLITAN EXPOSITION-  
RECREATION COMMISSION:**

[Signature]  
Chair  
[Signature]  
Secretary-Treasurer

Approved as to Form:  
Daniel B. Cooper,  
General Counsel

By:   
Mark B. Williams  
Senior Assistant Counsel

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