

**METROPOLITAN EXPOSITION-RECREATION COMMISSION**

**RESOLUTION NO. 95-9**

Approving the MERC Ticket Committee's recommendation to select FASTIXX as the exclusive computerized ticketing company for the Oregon Convention Center and the Portland Metropolitan Exposition Center and authorize the General Manager to execute a contract with FASTIXX according to the terms of the RFP and the proposal.

The Metropolitan Exposition-Recreation Commission finds:

1. The RFP process, which was undertaken by MERC staff for exclusive computerized ticketing services at the Oregon Convention Center and Portland Metropolitan Exposition Center, produced two proposals - FASTIXX and Ticketmaster.

2. In a public meeting on March 2, 1995, the MERC Ticket Committee reviewed both proposals and found the FASTIXX proposal to be the most responsive to MERC's ticketing goals for OCC and Expo.

**BE IT THEREFORE RESOLVED** that the Metropolitan Exposition-Recreation Commission approves the selection of FASTIXX for exclusive computerized ticketing services at the Oregon Convention Center and Portland Metropolitan Exposition Center and further authorizes the General Manager to execute a contract with FASTIXX for such services.

Passed by the Commission on March 8, 1995.



Chairman



Secretary/Treasurer

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



Mark B. Williams  
Senior Assistant Counsel

## **MERC STAFF REPORT**

**Agenda Item / Issue:** Approve the MERC Ticket Committee's recommendation to select FASTIXX as the Exclusive Computerized Ticketing Service for the Oregon Convention Center and the Portland Metropolitan Exposition Center and authorize the General Manager to execute a contract with FASTIXX according to the terms of the RFP and the proposal.

**Resolution No.:** 95-9

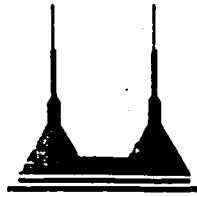
**Date:** March 8, 1995

**Presented by:** Jeffrey A. Blosser

**Background and Analysis:** MERC solicited proposals for exclusive computerized ticketing for the Oregon Convention Center and Expo Center. Two proposals were submitted which were reviewed by staff and MERC Ticket Committee. Staff recommendation is attached and was submitted for review at the MERC Ticket Committee's public meeting on March 2, 1995. The Committee unanimously voted to recommend FASTIXX as the exclusive computerized ticketing service for OCC and Expo.

**Fiscal Impact:** Costs of ticket printing are about \$27,000-\$30,000 annually depending on attendances at events. The box office charges to show management cover these costs.

**Recommendation:** The MERC Ticket Committee recommends that the Metropolitan Exposition-Recreation approve FASTIXX as the exclusive computerized ticketing service for OCC and Expo and authorize the General Manager to execute a contract with FASTIXX according to the terms of the RFP and proposal.



February 28, 1995

**OREGON CONVENTION CENTER**  
METRO ER COMMISSION**MEMORANDUM**

**TO:** MERC Ticket Committee

**FROM:** Jeffrey A. Blosser

**RE:** Staff Recommendation - Ticket Company Selection for OCC/Expo

As you know, MERC put out a RFP for exclusive computerized ticketing services for the Oregon Convention Center and the Portland Metropolitan Exposition Center. Staff received and reviewed the two responses to the RFP (proposal copies sent to Committee in January) and would like to discuss the following recommendation with the Committee on Thursday.

Staff feels that Fastixx had the most responsive proposal based on a more complete response related to First Opportunity efforts and that Fastixx will allow OCC/Expo staff to build their own events. The current Ticketmaster system will not allow staff this option, which was a requirement in the RFP. Ticketmaster proposed a new system (Pacer Cats) as an option to their current system which would allow staff to build their own events but there was no costs stated for this new system. Pricing was basically the same in each proposal and staff felt that service levels and experience of both proposals met the requirements of the RFP.

The staff would like to discuss this recommendation at the Thursday meeting, which will be open to the public, to formalize a Committee recommendation to present to the full MERC Commission at the March 8 Commission meeting.

**cc:** Cliff Carlsen  
Pat LaCrosse  
Chris Bailey  
Candy Cavanagh  
Bruce Burnett  
Pam Erickson  
Lisa Grau-Mercer  
Ken Barton

## **AUTOMATED TICKETING SERVICES AGREEMENT**

This agreement is made and entered into on this 24 day of March, 1995, by and between the Metropolitan Exposition-Recreation Commission ("MERC"/ Commission), and Oregon Ticket Company, DBA FASTIXX, Ticket Agent.

**WITNESSETH:**

### **RECITALS**

1. The Commission is a subdivision of Metro, a municipal corporation.
2. The Automated Ticket Agent is an Oregon Corporation.
3. The Commission desires to make tickets to events held in Commission Facilities as accessible as possible.
4. Providing automated ticket sales to the general public will improve this accessibility and will provide potential for greater revenues for Commission licensees.
5. The Ticket Agent represents that it is able to provide automated ticket sales services for the locations specified.
6. The Ticket Agent represents that it possesses the necessary equipment and systems to provide automated ticketing sales and service, inclusive of outlet sales and telephone sales, including the computer hardware, software program and system procedures for the purposes of printing, selling, auditing and controlling tickets for events at Commission Facilities.

NOW, THEREFORE, in consideration of the mutual covenants of the parties hereto, and upon the express terms and conditions hereinafter set forth, it is agreed by and between them as follows:

## 1. DEFINITIONS

The following terms are defined as follows:

- a. "Commission Facilities" means the following facilities operated or managed by the Metropolitan Exposition-Recreation Commission: Oregon Convention Center (OCC) and the Metropolitan Exposition Center (Expo).
- b. "General Manager" means the chief executive officer responsible for the overall day-to-day management of the Commission's facilities or his designee.
- c. "Accounting Year" means the period commencing July 1 of each year and ending June 30 of the following year.
- d. "Commission" shall mean the Metropolitan Exposition-Recreation Commission, a subdivision of Metro.
- e. "Ticket Agent" means Oregon Ticket Company, Inc., DBA FASTIXX, the contractor who will provide all necessary services for the automated ticketing system.
- f. "Ticket Charge" identifies any charge levied on tickets or orders for tickets sold through Commission Facilities' Ticket Centers and Commission-contracted automated Ticket Agents and telephone centers, to be paid by the ticket purchaser. This includes, but is not limited to, convenience fees, service charges, handling fees, and distance fees. It does not include user fees as defined in this Agreement. The ticket charge is added to the base ticket price and is not a portion of the base price.
- g. "User Fee" identifies a charge levied on each ticket sold to spectator seated events at the OCC and Expo. The User Fee shall be retained by the Commission and User Fee shall be included as part of the total ticket price printed on the ticket. User Fee, when imposed on all paid admissions, shall be administered in accordance with Commission User Fee Policies.
- h. "Ticket Outlet" means the Ticket Agent's contracted and authorized locations for ticket sales as well as all Commission Facilities' Ticket Centers.

- i. "Facility Director" means the individual responsible for the day-to-day management of a Commission facility, or his designee.

## **2. PURPOSE OF THE CONTRACT**

The purpose of this contract is to engage Ticket Agent as an independent contractor to sell tickets for events at Commission Facilities. Nothing in the contract shall be construed to be an employment, partnership, joint venture, or joint employer relationship between the Commission and the Ticket Agent. Subject to the provisions of this contract, the Ticket Agent has independent control over operations of the services contemplated in this agreement.

The Ticket Agent is granted the exclusive right to conduct automated ticket sales at Ticket Agent's outlets at and for OCC and Expo and by telephone. The Commission has the right to sell tickets at its own Ticket Centers.

## **3. TERM OF THE AGREEMENT**

The term of this Agreement shall be from April 1, 1995 until December 31, 1997, 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 an additional two-year term, 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 the renewal option. Compensation shall be negotiated for the optional extension and agreed to by both parties prior to Commission approval of extension.

## **4. DUTIES OF THE TICKET AGENT**

During this agreement, Ticket Agent shall be subject to the following terms and conditions.

### **A. Outlets and Telephone Sales**

- 1) Ticket Agent shall establish and maintain a network of at least fifteen (15) outlets throughout the metropolitan area including southwest Washington. Ticket Agent shall continue to build and expand this network of outlets into other areas of the State and region. Ticket Agent shall make efforts to provide information to those outside the metropolitan area about ticket sales.

2) The Ticket Agent shall maintain consistent hours of operation in the telephone room and at all outlets, to facilitate public access to purchase tickets. A schedule of hours for each outlet shall be provided to the Commission upon execution of this contract for review and approval. Any significant changes to the initial schedule must also be submitted to the Commission.

#### B. Facilities and Equipment

1) The Ticket Agent shall provide a minimum level of equipment, facilities and systems for ticket sales as provided in Exhibit A. Additional equipment shall be provided when needed to meet additional demand for sales. In no case, shall the minimum level of equipment be reduced unless approved by the Box Office Manager.

2) The Ticket Agent shall provide all equipment listed in Exhibit A to Commission at no charge to Commission and shall maintain all equipment, facilities, and systems necessary for Ticket Agent's automated sales also at no charge to Commission.

3) The Ticket Agent shall also provide at no charge to the Commission CRT terminals and printers which provide each Ticket Center with transaction-by-transaction reports. This inquiry system must be acceptable to the Commission and must provide sufficient information to monitor all sales and ensure proper auditing of ticket sales.

#### C. System Safeguards

All system safeguards shall be maintained in a form and manner which Commission, in its sole discretion, finds to be acceptable and satisfactory. Such safeguards shall include but are not necessarily limited to the following:

1) Written documentation of safeguards in and associated with the system intended to prevent unauthorized access or manipulation of or to programs, data files, data lines and other components of the system which are necessary for proper operation, control and audit of the full system.

2) Written documentation of security procedures, measures, equipment and facilities to assure protection of the system, its hardware, software and data files including its off-site backup storage facilities for programs and data files.

3) Written documentation of the hardware or software controls that prevent program modification during the on-line operation of the system.

4) Written documentation of its contingency plan in the event of computer failure or data line failure.

Ticket Agent shall allow operational audits and system review by the Commission and its independent system's consultant at the Commission's request. Ticket Agent shall produce all documentation referenced herein upon Commission request.

#### D. Ticket Sale Operation

Ticket Agent agrees to operate sales as specified herein:

1) Prior to sale, the Box Office Manager will fax or send written authorization for Agent to set up its computer ticket manifest. This authorization will include instructions concerning facility seating layout, ticket price structure, discounts and ticket format. All complimentary tickets and deletions from the manifest must be issued by the Commission Ticket Centers unless otherwise approved by the Facility Director. Ticket Agent agrees that the MERC Box Office Manager has the authority to build and create the manifest for flat show events.

2) Ticket Agent shall provide the Commission with a complete manifest for approval by the Commission prior to tickets going on sale.

3) Upon receiving final approval from the Box Office Manager, Ticket Agent will commence sale.

4) The Commission shall set all times and dates for tickets to be placed on sale. All outlets must sell all events at Commission facilities unless otherwise authorized by the Commission's General Manager or his designee.

5) Sale of tickets will be made at all Ticket Agent outlets and by telephone sales at the same price as charged at the Commission Ticket Centers, with the exception of Ticket Charges as described in Section F.

6) No tickets shall be held back prior to or during the time of sale unless authorized by the Box Office Manager.

7) If an event should cancel, Ticket Agent shall refund at all location(s), including all telephone sales generated by the Ticket Agent. All refunds shall include user's fee and convenience charge, if any. Ticket Agent shall maintain accurate records of refunded amounts. Any funds, including telephone sales remaining sixty (60) days after the scheduled event shall be returned to the Commission. All



remaining tickets after the sixty (60) day period will be refunded through MERC. Exceptions may be approved by Box Office Manager.

8) Costs of duplicate tickets issued through contractor error will be paid by contractor.

9) Tickets may not be consigned by the Ticket Agent for sale to any entity that does not have a current sales agreement with the Commission, unless authorized by Facility Director/Manager or Box Office Manager.

10) Any tickets which cannot be sold or which are machine printing errors will and must be reinstated into inventory. The Ticket Agent shall be responsible to provide documentation and justification of any reinstatement to inventory. All reinstatements to inventory shall be subject to procedures approved by Commission, and documentation consistent with such procedures shall be maintained and be subject to audit by Commission and its representatives.

#### **E. Ticket Content and Advertising**

1) Ticket Agent shall provide ticket stock which will be used under this agreement acceptable to the Commission with respect to size, layout, color, makeup, weight, text and clarity.

2) The Commission reserves the right to approve the form, substance and makeup of any automated ticket stock, which may include custom ticket stock, which will be sold by the Ticket Agent for events at Commission Facilities.

3) The Commission also reserves the right to specify information to be printed as a back print on any ticket. The sale of any automated tickets by the Ticket Agent is subject to this provision. The purpose of such back print is for legal notification to patrons of applicable policies, laws and regulars.

4) The Commission reserves the right to the sale of advertising on tickets and ticket envelopes sold from its Facility Box Offices and ticket booths. Prior to exercising this right, Commission will give reasonable notice.

#### **F. Compensation / Financial Arrangements**

1) The Commission will not pay any remuneration to the Ticket Agent for performing services under this agreement except as expressly provided for herein. The Ticket Agency may charge, to the permittee, a setup charge for the manifesting and setup of the ticket inventory on the computer for reserved and/or seated events.

The Ticket Agent may assess ticket charges on tickets sold by Ticket Agent personnel, to be paid by the ticket purchaser. All ticket charges will be established by the General Manager or designee at the time of contracting with the permittee/licensee, provided however, that the charge shall be no more than permitted by Exhibit B. Any charges outside of this range must be approved, in advance, by the permittee/licensee, Ticket Agent and Commission's General Manager. Ticket Agent may independently charge fees for telephone orders as outlined in Exhibit B with all credit card charges for such actions being charged to the promoter of the event for such telephone orders.

2) Unless otherwise provided herein, the Ticket Agent shall pay all expenses which are necessary to carry out the terms of this agreement at no expense to the Commission unless authorized by the General Manager or his designee.

3) The Ticket Agent shall be paid its sales commissions by direct invoice to the Commission Facilities after completion of an event. No funds shall be extracted by the Ticket Agent prior to the settlement for payment of sales commissions. The Ticket Agent may retain setup charges authorized under paragraph 4F of this agreement (independent of ticket price). Commission shall pay the Ticket Agent as follows for ticket printing services on an all-inclusive fee:

Year 1 - (April 1 - June 30, 1995)	\$ .08 per ticket
Year 2	\$ .09 per ticket
Year 3	\$ .10 per ticket

FASTIXX will invoice Commission next business day following end of event and Commission will pay approved invoices within thirty (30) days of invoice receipt.

#### G. Accounting

1) The Ticket Agent shall, with respect to all business done under this agreement, keep true and accurate accounting records, books, and data, which shall among other things show all gross receipts derived from over-the-counter and telephone sales of all such tickets sold, and shall establish and maintain accounting procedures that are acceptable to the authorized representative of the Commission. The Ticket Agent shall account to the Commission for the full admission price of each ticket sold whether by telephone sales or over-the-counter sales, which shall not be reduced by credit card charges, losses due to bad checks or any other losses or deductions incurred in the sale of the tickets. The Commission and its agents shall have the right at all reasonable times during normal business hours to inspect all books of accounts and ledgers of the Ticket Agent relating to subject ticket sales, and the right to make or cause to be made audits of these accounts. Further, the

Commission reserves the right, and the Agent agrees to allow its systems, hardware and programs to be inspected by agents or representatives of the Commission at any reasonable time.

2) The Ticket Agent shall deposit all receipts from telephone sales and over-the-counter sales into a deposit-only account or a third-party account which directly relates to the Ticket Agent's outlet sales contractual obligations or agreement. These funds shall not be obligated for any Ticket Agent business but shall remain in this account until weekly settlement or event settlement occurs, whichever comes first. Ticket Agent shall deposit receipts from ticket sales and all sales commission due to the Commission in any of these situations: a) immediately upon event settlement; b) immediately upon weekly settlement; and/or c) whenever ticket sales exceed \$50,000 as provided in paragraph G.3. All necessary documentation will accompany receipts so that all ticket sales information and ticket charge information can be reconciled and settled for the previous week's sales on all Commission events on sale. The procedure for the transfer of funds shall be in accordance with Commission-approved policies.

3) The Ticket Agent shall notify the Commission when ticket sales for the week have reached the \$50,000 threshold. Ticket Agent shall make every attempt to deposit all receipts or excess funds over \$50,000 at the earliest convenience, but in no case shall it exceed three (3) calendar days. All funds to settle Commission events will be available at the time of settlement for such events. Ticket Agent is responsible for ensuring such funds are available to Commission for settlement purposes regardless of the date the weekly settlement is due. If such funds are not available for Commission event settlement, then the commission may declare Ticket Agent in default of this agreement and take the necessary steps outlined in paragraph 8.

#### H. Service Standards

##### 1) Training and Service

The following provisions apply to both the operation of ticket outlets and telephone sales.

- a. Ticket Agent shall meet or exceed the minimum standards for training, staffing and telephone response set forth in the attached Exhibit C.
- b. Ticket Agent shall supply twenty-four (24) hour, seven (7) days a week emergency service as necessary for all ticketing operations to insure that equipment and software will be effective for Commission events.

- c. Ticket Agent shall pursue software capability to tie into the Commission's computerized facility management system. This would include report capability as well as general information pertaining to event-related sales. Commission shall pay all expenses associated with software linkage and hardware necessary to integrate the two systems.
- d. Ticket Agent shall maintain consistency of advertising when events go on sale to provide quality information to the buying public. This information consists of but is not limited to date, time, location of outlets and Commission ticket centers, telephone number for sales, facility where event is to be held, event information and disclaimer stating "all tickets subject to service charges.
- e. Ticket Agent will provide Commission the ability to capture single ticket buyer information (name, address, etc.) coded by event and maintained on a mailing list for marketing purposes at the request of the Commission General Manager or his designee.

#### **5. RESPONSIBILITIES OF THE COMMISSION**

The Commission shall be responsible for performing the following duties and functions:

- a. The Commission shall furnish the Ticket Agent all necessary event information to adequately plan for all events at Commission Facilities to assist the Ticket Agent in accomplishing its services and accounting responsibilities.
- b. The Commission shall cooperate with the Ticket Agent in obtaining all necessary licenses and permits.
- c. The Commission shall conduct business with the Ticket Agent in an efficient and professional manner.
- d. The Commission may conduct an annual review of this contract. Such review will include compliance with system security measures, service standards, ticket charges and other contract provisions. The parties mutually agree to review the fees, charges and other financial arrangements annually and may renegotiate these provisions.

## **6. POWERS RESERVED TO THE COMMISSION**

In the event of a dispute between the Ticket Agent and the Commission, the decision of the Commission concerning the operation or management of the automated ticketing services shall be final and binding on both parties. By way of illustration and not limitation, the reserved powers of the Commission are as follows:

a. The final determination of all policies and procedures relative to the operation and management of all Commission Facilities' automated ticketing services.

b. Sole discretion to cancel, terminate or interrupt any Commission event, and cause the patrons to be dismissed during any event. The Commission shall not be liable to the Ticket Agent for any loss or cost occasioned by any such determination or action by the General Manager, or his designee, taken in good faith for the benefit or protection of the Commission and the public generally or the Commission's facilities.

c. The power to have access to any automated ticketing areas at any time.

d. The power to terminate or suspend this agreement for acts of default by the Ticket Agent in accordance with Article 8 herein.

e. The Commission must approve in advance and in writing, any agreements for subcontracted Ticket Outlets which may be proposed by the Ticket Agent throughout the life of this agreement.

f. The Commission may, at its discretion, conduct a performance review and/or audit of Ticket Agent's compliance under this agreement on an annual basis or more frequently as appears necessary.

g. The Commission may, at its discretion, permit special ticketing needs to a promoter as an exception to this exclusive agreement. Such needs will be approved by the General Manager in advance of the event and after notification of such special needs to the Ticket Agent.

## **7. INSURANCE AND INDEMNIFICATION**

It is understood and agreed that, to the fullest extent permitted by law, the Ticket Agent shall indemnify and hold harmless Commission, Metro, Multnomah County and their officers, agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorneys fees and court costs, arising out of or resulting from this agreement or any acts or omissions in

performance of this agreement by the Ticket Agent, its employees and subcontractors. The Ticket Agent will not bring any action against the Commission due to the Commission's execution of its right to cancel any event.

Ticket Agent shall provide a General Comprehensive Liability Insurance Policy. Coverage to be provided by the foregoing insurance policy or policies shall include, but not be limited to, coverage commonly referred to by the insurance industry as:

- a. Premises / Operations Liability
- b. Owners and Contractors Protective Liability
- c. Blanket Contractual Liability
- d. Broad Form Bodily Injury and Property Damage Liability, including loss of use.
- e. Personal Injury
- f. Stop Gap or Employer's Contingent Liability
- g. Automobile Liability, including coverage for owner, non-owned, hired or borrowed vehicles
- h. Products / Completed Operations Liability
- i. Fire Legal Liability

The foregoing insurance policy or policies shall:

- a. Name Metro, Multnomah County, Commission and their officers, agents and employees as additional insured.
- b. Apply as primary insurance on behalf of Metro and Commission, regardless of what insurance the Commission may maintain.
- c. Provide for not less than sixty (60) days advance written notice to the Commission regarding termination or any material change to the policy.
- d. Include a "cross liability" (severability of interest) clause and a breach of warranty clause.
- e. Include limits of protection as follows:

\* Not less than \$1,000,000.00 for the General Comprehensive Liability Policy written on a per-occurrence basis.

A true and certified copy of the insurance policy or policies, including all of the required coverage and endorsements, shall be provided to the Commission prior to commencement of work under this agreement.

In the event that automated ticketing services are destroyed by an act of God, fire, vandalism, etc., to the extent that continued operation thereof is not feasible, the

Commission will be under no obligation to replace them.

The Commission shall insure all physical facilities and capital equipment located in the facility and used by the Commission under this agreement. This insurance will not extend to include any personal liability for the Ticket Agent, its agents, employees or contractors.

Any other insurance deemed necessary by the Ticket Agent to its operations and to protect equipment Ticket Agent shall locate at Commission Facilities shall be obtained at its own expense.

The terms and requirements of this Article shall be reviewed annually and modified as required in the judgements of the Commission's General Manager or his designee.

## **8. TERMINATION FOR BREACH BY TICKET AGENT**

**Material Breach:** Any actions by the Ticket Agent or any failure by Ticket Agent to perform any obligation hereunder which directly or indirectly impairs or interferes with the cleanliness, safety, profitability, operational capacity, or favorable public image or reputation of the Commission's facilities shall be a material breach and shall entitle the Commission to terminate this contract. In the event that Ticket Agent shall default in the obligations or conditions set forth in this and other paragraphs of this agreement, and such default shall continue unremedied and no action taken to correct for three (3) days after written notice of said default to the Ticket Agent, thereupon, at Commission's option, this agreement may be terminated upon thirty (30) days' written notice notwithstanding, nothing herein shall preclude the Commission or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the Ticket Agent. The parties agree that the Commission shall retain the right to determine whether any action or failure of Ticket Agent constitutes a material breach hereunder, and any such determination shall be conclusive and shall be binding upon the parties hereto.

**Termination Accounting:** In the event of termination under this Article, each party shall have full access to the other's financial records and accounts which only relate to this agreement in order to facilitate a determination of the financial obligations of each to the other.

## **9. BOND**

The Ticket Agent at the time of execution of this agreement shall furnish the Commission with a valid surety bond in the minimum sum of \$100,000 issued by a

surety company qualified to do business in the State of Oregon, acceptable to the Commission. Said surety bond shall be maintained and kept by the Ticket Agent in full force and effect during the entire term of this agreement, and shall be conditioned to ensure the faithful and full performance by the Ticket Agent of all covenants, terms

and conditions of this agreement and to stand as security for payment by the Ticket Agent of any valid claim on the part of the Commission or its permittees against the Ticket Agent. The Agent may place an irrevocable letter of credit in lieu of this surety bond.

#### **10. ASSIGNMENT**

Both parties fully understand and agree that the highly skilled and professional management and operation of the automated ticket services for Commission Facilities are of paramount importance and that this agreement would not be entered into by the Commission except for its confidence in, and assurances provided for, the character, management abilities and financial stability of the Ticket Agent. The Ticket Agent, therefore, shall not sell, assign, sublet, transfer or in any manner encumber the rights and privileges granted herein, nor allow such assignment, subletting, transfer or any other encumbrance to occur by operation of law or otherwise without the prior consent of the Commission at the Commission's sole discretion. The parties agree, further, that any occurrence, whether within or beyond the control of Ticket Agent, which renders Ticket Agent incapable of performing all duties required hereunder shall constitute a material breach hereunder and shall give the Commission the option of terminating this agreement.

#### **11. IMPOSSIBILITY**

The Commission and the Ticket Agent shall not hold each other liable for failure to perform as outlined herein where such performance is rendered impossible or financially impractical due to labor strikes, walkouts, acts of God, inability to obtain necessary materials, products and services, civil commotion, fire, unavoidable casualty, or similar causes beyond the control of the Commission or the Ticket Agent. Each party agrees to notify the other promptly upon the occurrence of an event or condition which will, or which is likely to, give rise to the likelihood that performance will be rendered impossible or impracticable under this Article. The failure to give prompt notice as herein required shall act as a waiver of any right under this Article.

#### **12. NON-WAIVER PROVISION**

No waiver by the Commission of default in any of the terms, covenants or conditions hereof to be performed, kept or observed by the Ticket Agent shall be



construed to be or act as a waiver of any subsequent default of any of the terms, covenants and conditions herein contained.

**13. AMENDMENTS**

The Commission and the Ticket Agent may amend this agreement at any time only by written amendment executed by the Commission and the Ticket Agent.

**14. MISCELLANEOUS PROVISIONS**

a. This agreement constitutes the entire agreement and understanding between the Commission and the Ticket Agent. No provision of this agreement may be changed or eliminated unless mutually agreed to in writing by the Commission and the Ticket Agent.

b. The failure of either party to insist upon strict and prompt performance of the terms and conditions of this agreement shall not constitute a waiver of the party's right to strictly enforce such terms and conditions thereafter.

c. All notices relative to this agreement shall be in writing and shall be mailed by certified mail or delivered in person to the Commission or the Ticket Agent. Said notices shall be addressed to the following:

Ticket Agent  
Oregon Ticket Company  
DBA FASTIXX  
Tom Keenan  
10 NW 6th  
Portland, Oregon 97209-3607

Commission  
General Manager  
Metropolitan Exposition-Recreation  
Commission  
PO Box 2746  
Portland, Oregon 97208

With copies to:  
Commission Facility Directors  
c/o MERC  
PO Box 2746  
Portland, Oregon 97208

General Counsel  
Metro  
600 NE Grand Ave.  
Portland, Oregon 97232-2736

d. This agreement is made in accordance with the laws of the State of Oregon, which shall be controlling in any dispute which arises under this agreement.

e. The situs of this agreement is Portland, Multnomah County, Oregon. The parties agree that any litigation respecting this agreement or performance hereunder shall be had at said City and County in the circuit Court of the State of Oregon or if jurisdiction exists in the Federal District Court, Portland, Oregon.

f. The underlined titles of the various articles of this agreement are for reference only. No meaning shall be ascribed to them, and they shall not be used in construing this agreement.

g. The parties agree that this contract has no value. The parties agree that the performance of Ticket Agent has no value except insofar as Ticket Agents completed performance is entitled to compensation hereunder.

**15. MINORITY BUSINESS ENTERPRISES / WOMEN-OWNED BUSINESS ENTERPRISES PROGRAM / EQUAL OPPORTUNITY HIRING**

a. Ticket Agent will comply with all requirements of Commission's MBE/WBE Program.

b. The Ticket Agent agrees to follow the policies and rules set out in Commission's Minority Business Enterprises and Women-Owned Business Enterprises Programs which by this reference are hereby fully incorporated as it fully set forth herein.

c. In replacing a Minority or Women-Owned Business subcontractor, the Ticket Agent shall follow the policies and rules set out in Commission's Minority Business Enterprises and Women-Owned Enterprises Programs.

d. The Ticket Agent shall provide reports on its compliance with the MBE / WBE Program as reasonably requested by Commission.

e. Commission reserves the right, at all times during the period of this Agreement, to monitor compliance with the terms of the MBE/WBE Program and this agreement, and with any representation made by the Ticket Agent prior to award pertaining to Minority or Women-Owned Business participation in the agreement, and any representation made by the Ticket Agent regarding replacement of any Minority or Women-Owned Business subcontractor during the duration of this Agreement.

f. To the maximum extent permitted by law, the Ticket Agent must maintain through the term of the contract participation in the Commissioner's Affirmative Action/Equal Opportunity employment program. In addition, Ticket Agent shall submit annually for the Commission's approval a program of affirmative action recruitment and training, for minorities and women, as appropriate. Such plan shall be submitted by June 1 of each year. Ticket Agent agrees to participate with and integrate into its affirmative action plan, programs in which the Commission may choose to participate, in programs designed to train and employ minority and/or women members of the local community.

**16. Time is of the Essence**

Time is of the essence in this Agreement.

**17. Obey All Laws**

In performing this agreement, Ticket Agent shall obey all state, federal, local, and regional laws. Nothing in any part of this Agreement shall be construed as requiring Ticket Agent to violate any law. Ticket Agent's duties of defense and indemnification pursuant to Article 7 shall apply to any and all claims that Ticket Agent has violated any law.

**18. No Third Party Beneficiaries**

It is the intent of the parties that there shall be no third party beneficiaries of this agreement.

**19. Precedence of Contract Document**

The Contract Documents consist of this Automated Ticketing Services Agreement and Ticket Agent's Proposal for Automated Ticketing Services submitted to commission in response to Commission's Request for Proposals, a copy of which is attached hereto. All determination of the precedence of, discrepancy in, or conflicts regarding the Contract Documents shall be made by Commission, at its sole discretion, but, in general, precedence will be in accordance with the following list with the highest precedence item at the top:

1. Automated Ticketing Services Agreement
2. Ticket Agent's Proposal for Automated Ticketing Services The RFP, including any attachments thereto.

This Agreement shall, at Commission's discretion, be further subject to any present or future use agreements between Commission and users or Commission Facilities, and/or any present or future Commission rules, policies, or practices.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

TICKET AGENT  
OREGON TICKET COMPANY, INC.  
DBA FASTIXX

METROPOLITAN EXPOSITION-  
RECREATION COMMISSION

By Tom Keenan - Vice President

By 

Title: Vice President

Patrick LaCrosse  
General Manager

Approved as to Form  
Daniel B. Cooper, General Counsel

By: 

Mark B. Williams  
Senior Assistant Counsel

**EXHIBIT A**  
**AUTOMATED TICKETING SERVICES AGREEMENT**

**Standard Required Equipment**

**A. OREGON CONVENTION CENTER:**

Three (3) CRT terminals; three (3) ticket printers and one (1) report printer.

**B. PORTLAND METROPOLITAN EXPOSITION CENTER**

Three (3) CRT terminals; three (3) ticket printers and one (1) report printer.

**C. AS REQUESTED BY MERC BOX OFFICE MANAGER**

The Ticket Agent shall provide the necessary equipment and signal to each MERC Facility (The Oregon Convention Center and the Portland Metropolitan Exposition Center) to operate the automated ticket system. The Ticket Agent shall pay for ALL phone line charges on a monthly basis, including back-up lines, to operate the automated ticket system.

The amount of equipment identified in Exhibit A is the amount anticipated to be necessary to handle the standard level of business. During the term of this Agreement, it is possible that a smaller or greater amount of equipment will actually be necessary to adequately serve the public. The General Manager of the Commission shall determine the timing and sequence in which the Ticket Agent will provide the equipment listed in Exhibit A or will provide equipment in addition to that listed in Exhibit A. In making this determination, the General Manager will consider significant increases or decreases in the level of ticket business, quality of facilities, ticketing functions, etc.

## EXHIBIT B

### AUTOMATED TICKETING SERVICES AGREEMENT

#### Maximum Allowable Per Ticket Charge

<u>Ticket Price</u>	<u>Outlet</u>	<u>Phone</u>
\$ 0 - \$10	\$1.00	\$1.75
\$10.01 to \$15	\$1.50	\$2.50
\$15.01 to 20	\$2.00	\$3.00
\$20.01 to 30	\$2.50	\$3.50
\$30.01 to \$40	\$3.00	\$4.00
\$40.01 to \$50	\$3.50	\$4.50
\$50.01 to \$60	\$4.00	\$5.00
\$60.01 +	\$4.50	\$5.50

## **EXHIBIT C**

### **AUTOMATED TICKETING SERVICES AGREEMENT**

#### **A. TRAINING**

1. All sales personnel shall be trained so they are thoroughly knowledgeable of the system and all Commission facility seating manifests for major events. Training shall include telephone etiquette and customer service. Ticket Agent shall supply a copy of training program upon request.

2. All sales personnel will regularly receive information about Commission events and be required to provide such information to patrons when needed. Information will be provided in a helpful manner to enable the patron to purchase the seat which best meets his/her needs.

#### **B. SERVICE**

1. Ticket Agent may purchase and engage a telephone call sequencing device to monitor incoming phone calls and correctly handle the calls waiting for service (held and answered in order received).

2. Personnel requirements will be maintained so Commission patrons have no longer than a three-(3) minute wait prior to commencing of service for ticket information, event information or actual sale for a particular event. If such time constraints are not met, the Commission may set minimum staffing levels for sales operation and may require a minimum number of incoming telephone lines.

3. A supervisor(s) must be on duty to handle questions and difficult patrons when large events begin selling or multiple events are on sale. The primary duty of the supervisor is to help sales clerks as well as answer consumer questions and complaints.

4. Ticket Agent will respond promptly to all complaints. Agent shall maintain a log of such complaints which includes information on how the complaint was resolved. The complaint log shall be available to Commission upon request.

*"The Best Seat In The House"*



PROPOSAL FOR  
AUTOMATED TICKETING SERVICES  
METROPOLITAN EXPOSITION-RECREATION COMMISSION  
OREGON CONVENTION CENTER  
PORTLAND METROPOLITAN EXPOSITION CENTER

SUBMITTED 21 DECEMBER, 1994  
OREGON TICKET COMPANY dba FASTIXX  
10 NW 6TH AVE., PORTLAND, OR 97209-3607



## TABLE OF CONTENTS

### I. INTRODUCTION

### II. SCOPE OF AGREEMENT

- A. Equipment
- B. Training
- C. Upgrading
- D. Telephone Lines
- E. Convenience Charge
- F. Ticketing Options
- G. Customized Ticket Stock
- H. Public Expectations

### III. PROPOSAL

- A. Philosophy
- B. Experience - Qualifications, Licensing, Recent Installations
- C. Ticket Stock
- D. Outlets
- E. Qualifications, Training, Service Representatives
- F. Installation
- G. On Site Requirements
- H. Response Time
- I. Costs
- J. Invoicing
- K. Insurance

### IV. VALIDITY AND COMPLIANCE

- A. Validity
- B. Fred Meyer
- C. Equal Employment Opportunity
- D. Compliance with MBE /WBE
- E. First Opportunity Target Area

## I. INTRODUCTION

OREGON TICKET CO dba FASTIXX is an Oregon Corporation formed in 1987 with the express purpose of providing the residents of Oregon, Washington and neighboring states a regional & national automated event ticketing with unparalleled service and low cost. This is accomplished primarily through Fred Meyer One-Stop Shopping Centers and is complimented with outlets at all major venues, Music Millennium stores, Lloyd Center, and Mid Valley Arts Council in Salem. In addition, there are numerous box offices at non-profit organizations and the Oregon State Fair that exclusively use the FASTIXX system.

The founders, David Leiken and Tom Keenan, together have over 46 years of ticketing experience. FASTIXX began operations in May 1989 to serve the public need for greater convenience at reasonable cost and Managing Partner Tom Keenan has assembled a team of committed professionals to manage clients' requirements and many times our unique solutions have benefited both client and customer.

## II SCOPE

### A. EQUIPMENT

FASTIXX will provide a minimum of three (3) CRT terminals, three (3) ticket printers and one (1) report printer at the Oregon Convention Center. In addition, FASTIXX is prepared to supply on request any additional equipment that may be needed by MERC Box Office staff on a per event basis. FASTIXX also intends to rewire the current configuration at OCC to eliminate the need of staff to access equipment in OCC Communications Room.

FASTIXX central computer equipment and general offices are located at 10 NW 6th, directly across the Steel Bridge from OCC. Our main computers are dual Sun Microsystem SPARC Station1. FASTIXX recently doubled memory capacity which allows us to maintain the fastest and most comprehensive automated ticketing system available.

### B. TRAINING

Training of all OCC personnel will be provided on site by a qualified FASTIXX specialist. Areas of training include a comprehensive understanding of all major functions of hardware, use of discounts, holds, block sales, returns, troubleshooting techniques and all other aspects of ticket sales on the FASTIXX system. FASTIXX will train MERC Box Office management on set-up, revision and building of general admission flat shows. FASTIXX will also provide the building of events by FASTIXX personnel on a same day basis for all OCC events.

### C. UPGRADING

FASTIXX is committed to take advantage of all new technological advances in hardware as well as continual upgrading of our software programs to fully utilize these new technologies. Our automated ticketing software program was developed by Softix whose worldwide ticketing expertise is well documented. Our system is upgraded a minimum of twice yearly by contract and our on-site System Administrator provides us with immediate opportunity to integrate any changes needed.

### D. TELEPHONE LINES

FASTIXX will provide Data Lease Lines to OCC and Expo for connection to the Automated Ticket System at no additional cost.

### E. CONVENIENCE CHARGE

FASTIXX will charge a convenience charge not to exceed seventy five cents (\$.75) for events charging up to Ten and no/100 Dollars(\$10.00) per ticket sold at FASTIXX outlets. Any ticket charging \$10.00 or more will be subject to current MERC convenience charge rates.

### F. TICKETING OPTIONS

The FASTIXX "Option" System Program allows each specific user (promoter) to establish discount ticketing, special couponing, special rates, several different rates for one event as well as many other options. There are over 80 different pricing options available for each event as well as site specific, customer entry and multi-venue capabilities available as just a few examples of the many types of options provided by FASTIXX.

### G. CUSTOMIZED STOCK

FASTIXX will work with both facilities to develop custom ticket stock for events sold at OCC and Expo Box Offices to maximize future advertising opportunities in the future for MERC.

### H. PUBLIC EXPECTATIONS

FASTIXX best meets the need of the Portland Metro Area as well as the region as a whole with more outlets, longer daily business hours and a commitment to serve our clients. FASTIXX will always adjust to meet the expected public demands for convenient locations and prompt service at a fair price. Our exclusive contract with Fred Meyer and their all-encompassing product mix also gives unequalled opportunities for cross promotion to all OCC/Expo users.

### III. PROPOSAL

#### A. PHILOSOPHY

The FASTIXX philosophy has four main ingredients:

1. Convenience - FASTIXX has 45 outlets in Oregon/SW Washington with 23 in the Portland metro area. Centered in Fred Meyer One Stop Shopping Centers, which have an unparalleled market share, as well as 9 independent free standing outlets allows us to remain a catalyst for interaction with the public. In addition, our information/phone order center is flexible enough to handle even the largest event in Oregon history -- the Grateful Dead (with over 102,000 concert goers.)
2. Hours - FASTIXX at Fred Meyer as well as our Phone Order Center are open daily 8am to 11pm to effectively serve client and public needs.
3. Customer Service - FASTIXX and Fred Meyer accept major credit cards as well as checks or cash for ticket purchases at no extra charge to the customer. We also have a toll free 800 number to service customers outside the metropolitan calling area for both information and/or ticket purchases. Our personnel are uniformly trained to inform ticket purchasers of exact seat location, pricing and all pertinent information regarding all events on the system.
4. Information - FASTIXX maintains an information line open 8am to 11pm daily to supply information on all events to the public. Patrons outside the metropolitan area can access our toll free 800 number for the same information. In addition, we have a pop-up information windows screen available at each outlet location to disseminate information on all events carried by FASTIXX. If FASTIXX does not have the event we direct the inquirer to the proper outlet to get tickets.

Our company mission remains to provide automated ticketing to the general public at the lowest price and in the most convenient manner possible. We believe our past experiences prove that we are accomplishing our goal.

## B. EXPERIENCE

FASTIXX principals have more than 45 years combined experience in event ticketing, event marketing, event promotion and event servicing in the Oregon/Washington marketplace. FASTIXX has been authorized by MERC for automated event ticket sales in all MERC managed buildings since 1989 as well as the current exclusive automated ticketing agreement for OCC. We are an Oregon corporation currently licensed to do business in Oregon and Washington. Recent installations include:

Holsinger Enterprises (FASTIXX at Lloyd Center)  
Mr. Doug Holsinger, President  
(503) 226-6603

Fred Meyer Inc  
Ms. Beverly Burk- Off Shelf Manager  
(503) 797-5897

Oregon State Fair  
Mr. Clifton Lewis, Director of Business Services  
(503) 378-3247

Mid - Valley Arts Council  
Dr. Michael Kissinger, Executive Director  
(503) 364-7474

## C. TICKET STOCK

FASTIXX will provide custom ticket stock at no charge to MERC with the exception of the plate charge and any extraordinary color charges, provided the stock is ordered during our normal, twice a year cycle (approx. Jan. and June) and copy ready line art is provided.

## D. OUTLETS

FASTIXX currently has 62 on-line terminals connecting 45 outlets in Oregon and Washington capable of serving the public (exhibit A-1&2). Twenty three of these outlets serve the Portland metropolitan area with additional Fred Meyer locations currently being explored.

## E. QUALIFICATIONS, TRAINING, SERVICE REPRESENTATIVES

As a Portland based automated ticketing company, FASTIXX offers unparalleled service.

<u>Experience</u>	<u>Key Management Staff</u>
24 years	Tom Keenan, Managing Partner and Vice President
6 years	Steve Bledsoe, Systems & Events Manager
9 years	Jeff Farnand, Outlet Manager/Customer Service Manager
9 years	Michael Vincent, Events Coordinator
2 years	Paul Kirby, Season Events Manager
3 years	Julie Baumler, Systems Administrator
2 years	Michael Mason, Customer Service Supervisor
1 year	Clark Moss, Customer Service Supervisor
4 years	Al Hutchinson, Customer Service Supervisor
10 years	Kathy Goranson, Accounting/Office Manager
3 years	Tarshene Watkins, Office Assistant

The staff of FASTIXX has been extensively trained to react to any and all questions and problems. Key management has over 73 years combined experience and the majority have been together since the inception of FASTIXX, insuring continuity and familiarity.

## F. INSTALLATION

All equipment required for OCC is currently in place and two ticket printers were recently upgraded. We have in stock all equipment needed for Expo with a ten (10) working day (weekday) lead time required for the data lease line from US West.

## G. ON SITE REQUIREMENTS

OCC currently has adequate counter and shelf space for ticket printer, terminals, multimix, modem and hard report printer as well as a two-way power receptacle for each terminal requested. Expo will need the same requirements.

## H. RESPONSE TIME

FASTIXX has service personnel on duty from 8am until 11pm daily. There is also a trouble shooter available via pager on a 30-minute call for all major problems related to the ticket system software. In addition, FASTIXX has a maintenance contract with Sun Microsystems for same day response and 24-hour repair time or replacement of major hardware components. FASTIXX is a redundant system that completely duplicates and backs up the main computer with a switchover time of less than 5 minutes.

**I. COSTS**

FASTIXX will charge an all-inclusive fee as follows:

Year	1	\$ .08 per ticket
	2	\$ .09 per ticket
	3	\$ .10 per ticket

This includes FASTIXX supplying all necessary equipment, leased data line and service for the automated ticketing system.

**J. INVOICING**

FASTIXX will continue to invoice at next business day following event or at time of settlement when required, due and payable at 30 days.

**K. INSURANCE**

FASTIXX currently names as additional insured the MERC, it's officers, agents and employees for no less than One Million and no/100 Dollars (\$1,000,000.00) Combined Single Limit (C.S.L.) general liability insurance and can provide verification of workers compensation and employer's liability insurance for no less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) as required in your RFP.

**IV. VALIDITY AND COMPLIANCE**

**A. VALIDITY**

This proposal is valid for a period of 90 days from RFP due date. Authority to bind FASTIXX to this proposal is provided by:

Tom Keenan  
Managing Partner  
Vice President  
10 NW Sixth Avenue  
Portland, OR 97209-3607  
(503) 224-0368

**B. FRED MEYER**

Fred Meyer Inc has an exemplary record with regards to their involvement in disadvantaged, disabled and minority hiring programs. Some recent projects include a Pilot Project on education and learning with "at-risk" youth, numerous job fairs with the Cascade Campus at Portland Community College for recruiting minorities and Pilot Projects in several divisions within the company, hiring both physical and/or mentally disabled workers.

**C. EQUAL EMPLOYMENT OPPORTUNITY**

FASTIXX is an equal opportunity employer and does not discriminate against any employee or applicant for employment because of race, color, religion, gender, or national origin. We pledge to follow any specific requirements instituted by MERC during the length of this proposal.

**D. COMPLIANCE WITH MERC, MBE/WBE PROGRAM REQUIREMENTS**

FASTIXX has complied with MERC's commitment to provide maximum opportunities to State of Oregon certified Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) in our current contracting activities. One hundred percent (100%) of contracted services previously used at OCC and all future contracting services at EXPO/OCC will be provided by NEBC Inc, a State of Oregon certified MBE.

**E. FIRST OPPORTUNITY TARGET AREA**

FASTIXX has a policy of providing first opportunity for available jobs to economically disadvantaged residents living in the Target Area Boundary documented in your RFP. We have continually exceeded target levels and currently have filed with MERC reports documenting our efforts in this area. We concentrate our notification of openings through target area newspapers (The Scanner and Portland Observer) and target area high schools (Jefferson, Grant, Roosevelt, and Benson.) FASTIXX also has a Fred Meyer FASTIXX outlet located within the Target Area to provide easier access to tickets as well as increased job opportunities.



## EXHIBIT A-1

### FASTIXX OUTLETS

#### FRED MEYER LOCATIONS:

Albany  
2500 Santiam Hwy.  
Albany, OR 97321

Beaverton  
11425 SW Bvtn-Hlsdl Hwy  
Beaverton, OR 97005

Bend  
61535 S Hwy 97  
Bend, OR 97702

Burlingame  
7555 SW Barbur Blvd  
Portland, OR 97219

Cornelius  
2200 Baseline Road  
Cornelius, OR 97113

Corvallis  
777 Kings Blvd  
Corvallis, OR 97330

East Salem  
3740 NE Market & Lancaster  
Salem, OR 97303

East Vancouver/Fishers Lndg  
16600 SE McGillvray  
Vancouver, WA 98684

Gateway  
111 NE 102nd & Halsey  
Portland, OR 97030

Grants Pass  
1101 Grants Pass Pkwy  
Grants Pass, OR 97526

Gresham  
2497 E Burnside  
Gresham, OR 97030

Hollywood West  
3030 NE Weidler & Broadway  
Portland, OR 97323

Interstate  
7404 N. Interstate & Lombard  
Portland, OR 97217

Johnson Creek  
8955 SE 82nd & Johnson Crk  
Portland, OR 97030

Longview  
3184 Ocean Beach Hwy  
Longview, WA 98632

Medford  
2424 Crater Lake Hwy  
Medford, OR 97501

Mill Plain  
11325 SE Mill Plain Blvd  
Vancouver, WA 98664

Newberg  
3300 Portland Rd., Suite 100  
Newberg, OR 97132

North Salem  
2855 Broadway NE  
Salem, Or 97303

Oak Grove  
14700 McLoughlin Blvd.  
Milwaukie, OR 97267

Roseburg  
929 NW Garden Vly Rd  
Roseburg, OR 97470

South Salem  
3450 Commercial St SE  
Salem, OR 97302

Springfield  
650 'Q' St  
Springfield, OR 97477

Stadium  
100 NW 20th & Burnside  
Portland, OR 97209

Tigard  
11565 Pacific Hwy  
Tigard, OR 97223

Tualatin  
19200 SW Martinazzi  
Tualatin, OR 97062

Walker Road  
15995 SW Walker Rd  
Beaverton, OR 97006

West Eugene  
3333 West 11th Ave  
Eugene, OR 97402

## EXHIBIT A-2

### ALSO AT THESE OUTLETS:

Music Millenium East  
3158 E. Burnside  
Portland, OR 97214

Music Millenium NW  
801 NW 23rd  
Portland, OR 97209

Memorial Coliseum  
1401 N Wheeler Ave  
Portland, OR 97207

Civic Stadium  
SW 20th & Morrison  
Portland, OR 97205

Portland Center for the Performing Arts  
1111 SW Broadway  
Portland, OR 97205

Hult Center  
1 Hult Center  
Eugene, OR 97401

Mid-Valley Arts Council  
265 Court St NE  
Salem, OR 97301

FASTIXX at LLOYD Center  
960 LLOYD Center  
Portland, OR 97232

### DAY OF EVENT ONLY OUTLETS

Oregon Convention Center  
777 NE Martin Luther King Blvd.  
Portland, OR 97207

Civic Auditorium  
222 SW Clay  
Portland, OR 97205

Roseland Theater  
8 NW 6th  
Portland, OR 97209

### SEASON TICKET BOX OFFICES

Institute for Science, Engineering, and Public Policy  
Tygres Heart Shakespeare Company  
World Cavalcade Travel Films  
NW Childrens Theatre  
Oregon Repertory Singers  
Double Tee Promotions  
Oregon State Fair

## MERC STAFF REPORT

**Agenda Issue:** MERC Staff Report on Ticket Services Policy

**Date:** March 1, 1995

**Presented by:** Pam Erickson

### Introduction:

In the summer of 1994, MERC appointed a Committee to conduct a comprehensive review of MERC's ticket services. That review has resulted in an interim report adopted by MERC Resolution No. 94-66. Based on recommendations in that report, revised extension contracts were approved for the PCPA and the Stadium with Fastixx and Ticketmaster; and, an RFP was issued for an exclusive contract for the OCC and Expo. The final piece in this process is a revision to the Commission's Box Office Policy. Attached is a draft which should be reviewed by the Commission and comment solicited from constituents. The title has been changed to Ticket Services Policy to encompass all aspects of ticket operations. Staff recommends that one public meeting be held to obtain input, after which a final draft can be prepared for presentation at a subsequent Commission meeting.

### Background:

The Box Office Policy currently in effect was adopted by the City of Portland ERC on February 10, 1988. As with all policies in effect at the time of transfer to MERC, this policy was automatically kept in force until specifically changed or superseded. The proposed policy would completely replace the old one. Since the old policy is substantially out of date, it has been completely re-written to conform to current practices and to follow the work recently done by the MERC Ticketing Committee.

### Summary of Provisions:

\* Purpose and objectives. These provisions follow decisions of the Ticketing Committee regarding purpose and objectives. The policy provides general policies and procedures for all facilities. Because each facility has a different type of business and because of the variety of events, flexibility is allowed in many instances provided it is specified in the contract or written agreement with one or more of the parties.

\* Control of tickets, ticket agencies, ticket sale operation. These sections establish the basic rules of our ticket operation. The details were worked out over a period of months with the ticket agents and are specified in more detail in the contracts.

\* Ticket content and advertising. This reserves MERC's right to specify form and content of tickets, if necessary, and to sell advertising. Currently, the two ticket agents sell advertising on tickets and envelopes. For such sales, they print large quantities of ticket stock. If MERC decides to sell advertising, the ticket agents would need to receive compensation for ads already sold or be given sufficient notice to use up stock that has been printed.

\* Arrangements to cover ticket service costs--One of the objectives established by MERC was to recover more of its ticket services costs. This section establishes the methods by which costs may be recovered either by the ticket agents to cover their costs or by MERC to cover its costs. The ticket agent may charge a commission, a set-up charge, and/or a ticket stock charge to be paid by the event Licensee. The ticket agent may also assess ticket charges to be paid by the ticket purchaser within maximum limits set by MERC. To recover its costs, MERC may obtain a commission from its ticket agents from ticket sales and may retain all of the ticket charges on tickets sold at MERC box offices. Given that these measures have been insufficient to cover costs, MERC may also recover costs by establishing a set-up fee for each event to be paid by the Licensee, may establish a gross ticket sales fee or charge for reimbursement of labor and services costs. Each facility will examine its cost recovery situation periodically and, if necessary, may propose that MERC establish additional fees for that facility.

\* Accounting. Detailed accounting procedures have been established in the ticketing contracts and are only summarized in this policy. They are for the purpose of accounting for the full price of all tickets, for ensuring against risk, and other accounting purposes.

\* Credit cards and checks. Previously promoters were allowed to decide whether credit cards or checks are accepted for ticket purchase. The intent here is to establish a more uniform policy as it has been a source of confusion to the public. VISA and Mastercard will be accepted for all ticket purchases. For checks, they will be accepted if the promoter agrees to assume the cost of bad checks.

\* Mail and Telephone orders. As a general practice, MERC does not currently engage in extensive mail or telephone orders. Mail orders will only be accepted upon prior agreement. Telephone orders will be accepted for limited situations as indicated.

\* User fee and complimentary tickets. In the past year approximately 83,000 complimentary tickets were issued for PCPA events representing about 10% of all tickets. These are generally given out for promotional or charity purposes. The difficulty is that when the Licensee gets a significant discount on rent, user fee is needed to cover MERC costs. When a large portion of the house is comped, the ability of MERC to recover its costs is hampered. The old MERC policy limited comp tickets, but only for venues over 3000 seats. This change establishes reasonable limits for venues over 1000 seats and adds a waiver provision for compelling business reasons or for a substantial community benefit.

\* Commission access. Commission members and staff will need access to events for promotional purposes and monitoring. The details of how this will work is anticipated to be the subject of a separate policy.

\* Public information. The Ticket Committee heard complaints about customers going to buy a ticket only to discover they didn't have enough money because the advertised price did not include one or more fees. The Committee also heard a need to know what all of the various fees are. This provision requires that the advertised price be the price one pays at the outlet; thus, it must include the user fee and other ticket fees. Phone orders cost more and are an exception. Ticket agents must also have available information on all fees which they or MERC adds to the base ticket price.

**Recommendation:**

This is an initial draft. The issues embodied in the draft need additional review and discussion by the Commission, staff, and the parties it would impact. Therefore, staff recommends that the policy be sent to interested parties for review and comment and that one public meeting be held to discuss the issues. After input is received, a final version can be prepared for adoption at a subsequent Commission meeting.

## MERC COMMISSION POLICY STATEMENT

Subject:

**MERC Ticket Services Policy  
Draft 3/3/95**

Effective:

**June 1, 1995  
Page 1**

### 1. PURPOSE

To establish general policies and procedures for the sale of tickets to events at all Commission facilities. These policies will apply to Commission personnel, Commission Ticket Agents and Commission Licensee's. Detailed procedures and arrangements pertaining to specific parties and events will be contained in the Limited Licensee agreements, contracts or other forms of written agreement.

### 2. OBJECTIVES

The Commission's objectives for this policy are:

- A. Public accountability in terms of accurate accounting of financial proceeds and minimizing the financial risk.
- B. Fair and equitable treatment to agents, promoters, users and the public in terms of share of proceeds and costs.
- C. Highest possible quality of service to all.
- D. Recovery of costs for operation of all Commission ticketing services.

### 3. DEFINITIONS

"Commission" shall mean the Metropolitan Exposition-Recreation Commission, a sub-division of Metro..

"Licensee" is any promoter, presenter, local organization or any other person or organization that signs a Limited License Agreement or contract to rent one of Commission facilities.

"Ticket agent" means contractor(s) who will provide all necessary services for the automated ticketing system.

"Ticket Center" is any Commission box office or ticketing operation.

"Ticket charge" identifies any fee or charge levied on tickets or orders for tickets sold through Commission Ticket Centers and Ticket agent outlets or telephone sales, to be paid by the ticket purchaser. This includes, but is not limited to, convenience fees, service charges, handling fees, and distance fees. It does not include user fees levied by the Commission.

"Ticket outlets" are places where tickets are sold by a ticket agent.

"Ticket Services Manager" is a Commission employee who manages a box office or ticket services department.

### 4. TICKET AGREEMENTS

## MERC COMMISSION POLICY STATEMENT

Subject:  
**MERC Ticket Services Policy**  
**Draft 3/3/95**

Effective:  
**June 1, 1995**  
**Page 2**

All Licensees must have a written agreement with MERC regarding the sale of tickets. Such agreement may be part of the Limited License, by letter or by contract. All provisions of this Policy will apply to all Licensees unless specifically exempted in the written agreement. Agreements will follow this Policy to the maximum extent feasible.

### 5. POLICIES & PROCEDURES

A. Control of Tickets - Tickets will not be placed on sale for an event until the Commission has received the signed contract, or license agreement, ticket agreement, and any required deposit from the Event Presenter or Licensee. The Commission shall maintain adequate controls on the sale of tickets for any and all events held at its facilities to insure against financial risk and to protect the public interest. The Commission shall retain exclusive control over its ticket offices, ticket personnel and ticket sales revenue from its own Ticket Centers until settlement with the Licensee.

B. Ticket Agencies - The Commission reserves the right to contract with ticket agencies for the sale of tickets to events held at Commission facilities. Licensees of the Commission will only be allowed to sell tickets for events at Commission facilities through the Commission. Ticket Centers and through the Commission's contracted agencies unless otherwise authorized in the ticket agreement.

#### C. Ticket Sale Operation

1. The Ticket Services Manager will consult with the Licensee and establish specifications for the ticket manifest including seating layout, price structure, ticket format; he/she will issue complimentary tickets; and, will set the time and date for the sale. Sales will not commence prior to execution of a ticket agreement.

2. The Ticket Agent will complete the ticket manifest, sell tickets at all outlets, refund tickets in the events of cancellation and pay for the cost of any duplicate tickets that were issued in error. All tickets purchased by phone beginning 10 days prior to the event will be printed as will-call tickets at the facility where the event takes place.

#### D. Ticket Content and Advertising

## MERC COMMISSION POLICY STATEMENT

**Subject:**

**MERC Ticket Services Policy  
Draft 3/3/95**

**Effective:**

**June 1, 1995  
Page 3**

1. The Commission reserves the right to approve the form, substance and makeup of any ticket stock, which may include custom ticket stock, which will be sold for events at Commission facilities.

2. The Commission also reserves the right to specify information to be printed as a back print on any ticket. The sale of any tickets is subject to this provision. The purpose of such back print is for legal notification to patrons of applicable policies, laws and regulations.

3. The Commission reserves the right to sale of advertising on tickets and ticket envelopes. Prior to exercising this right, Commission will give adequate notice or compensate for advertising already sold.

### **E. Arrangements to Cover Ticket Service Costs**

To implement the Commission's objective of recovering the cost of ticket services, The Commission aims to allocate this cost fairly among all parties who use or benefit from ticket services. These parties include the ticket agents, licensees, and the ticket buying public. The following represent allowable methods of cost recovery:

1. Ticket buying public. The Commission will levy a ticket charge on all tickets sold at its Ticket Centers and will permit its ticket agents to do the same for tickets sold at outlets and over the phone. Charges must be no higher than those established in contracts with Ticket Agents.

2. Licensee. The Licensee will be required to pay a ticket services or box office set-up fee if one is established by the Commission for a particular facility. A licensee may also be charged for reimbursement of labor if so specified in the license agreement.

If necessary to recover costs or to more equitably distribute costs, MERC may establish a fee which is a percentage of gross ticket sales for one or more facilities.

3. Ticket agent. Specific measures for any given time period will be explicitly provided by written contract. Commission may receive a portion of ticket charges at all outlets and may retain all ticket charges at its own ticket centers. The ticket agent will be permitted to charge a licensee for ticket stock and set-up and may also charge a percent of gross ticket sales within limits allowed by the contract with Commission.



## MERC COMMISSION POLICY STATEMENT

Subject:

**MERC Ticket Services Policy  
Draft 3/3/95**

Effective:

**June 1, 1995  
Page 4**

### **F. Accounting / Financial Arrangements**

1. The Commission shall be responsible for accounting for the full price of all tickets sold at its venues. Therefore, it shall require in its contracts with ticket agents and its license agreements with licensees that records be kept and procedures be instituted to account for all ticket revenues.

2. The commission will require via its contracts with ticket agent and its license agreements with licensees that all revenue from advanced ticket sales be kept in a separate account prior to the event. Commission will further institute requirements to ensure against loss to the ticket buying public. Such provisions may include deposit of advance ticket sale revenue for Commission to hold prior to settlement and/or a security bond or other security device. Interest on revenue held in commission accounts may be retained by commission to recover its administrative costs.

G. Credit Cards - The Commission's Ticket Centers and Contracted ticket agencies will accept VISA and MASTERCARD for the purchase of tickets sold in advance of the show.

H. Checks - The Commission's Ticket Centers and contracted ticket agencies may accept personal checks for the purchase of tickets sold in advance of the show if the licensee has agreed to assume responsibility to make good on all insufficient fund checks. Every effort will be made on the part of the Commission's Ticket Centers/Box Offices and the Agents to obtain proper identification. Acceptance of checks must be specified in the license agreement.

I. Mail Orders - Mail orders will only be accepted by MERC Ticket Centers if a specific arrangement has been made in the license agreement.

J. Telephone Orders - Telephone orders will be accepted by MERC Ticket Centers for hard tickets, special requests, hearing impaired or wheelchair patrons. The Commission's Ticket Centers/Box Offices will charge a handling fee for each.

K. User's Fee - A user's fee will be charged on all paid admissions of tickets sold for all seated public assembly or entertainment events as well as complimentary tickets above limits allowed in this Policy.

## MERC COMMISSION POLICY STATEMENT

Subject:

**MERC Ticket Service Policy  
Draft 3/3/95**

Effective:

**June 1, 1995  
Page 5**

L. Complimentary Tickets - Licensee shall be allowed to take complimentary tickets for use in the promotion of the event or for charitable purposes. However, if complimentary tickets exceed the following percentages established below, a user fee of one (\$1.00) dollar will be paid on each ticket which exceeds the limit:

Manifests over 3,000 seats	-- two percent (2%)
Manifests of 1,000-2,999 seats	-- five percent (5%)
Manifests under 1,000 seats	-- no restrictions

This provision may be waived by the Facility Director based on compelling business reasons or a substantial community benefit. Such waiver will be documented in the license agreement or contract.

M. Commission Access - Commission retains the right to request up to four (4) complimentary tickets for the purpose of monitoring activities at Commission facilities, for promotion of Commission business and for other business reasons. Commission access tickets will be requested and authorized for use by the Facility Director. Tickets for these seats will automatically be pulled from the manifest by the Ticket Services Manager.

### 6. PUBLIC INFORMATION REQUIREMENTS

A. It is the Commission's objective to provide the ticket buying public with accurate information concerning the cost of purchasing a ticket. Therefore, to the maximum extent feasible, the advertised ticket price shall be inclusive of any other ticket charges such as service/convenience fees and user fees. Tickets ordered by telephone may include an additional service charge that does not need to be included in the advertised price.

B. Information regarding all fees added to the base ticket price will be available to the public upon request.

C. All licensees and ticket agents shall be subject to these public information requirements.

### 7. ADMINISTRATION

It shall be the responsibility of the General Manager to administer these policies and to recommend any modification to the Metropolitan Exposition-Recreation Commission.



EXPOSITION-RECREATION  
COMMISSION  
Management for  
Memorial Coliseum Complex  
Civic Stadium  
P O Box 2748  
Portland, Oregon 97208  
503-235-8771

## E-R COMMISSION POLICY STATEMENT

SUBJECT:  <b>EXPOSITION-RECREATION COMMISSION BOX OFFICE POLICY</b>	NUMBER <b>7-1</b>	PAGE <b>1 of 7</b>
	EFFECTIVE: <b>February 10, 1988</b>	

### I. PURPOSE

To establish guidelines and policies for the operation of the Exposition-Recreation Commission's Box Offices (Memorial Coliseum, Civic Stadium, and Portland Center for the Performing Arts) and the ERC's contracted ticketing agencies.

### II. EXCEPTIONS

Organizations that fall into the following categories may be exempt from some of the policies contained herein. The areas of exemption will be included in their Permit, Agreement, Letter of Understanding, etc.

- A. Performing Arts organizations, corporations, or associations organized and operated solely for the advancement, appreciation, public exhibition or performance, preservation, study and/or teaching of the performing arts (music, drama, including puppetry, opera, theater, dance, etc.) which are currently recognized as tax exempt organizations under Section 501 (c)(3) of the Internal Revenue Code and related sections as now or hereafter amended. This applies to PCPA facilities only. Not applicable to other ERC facilities.
- B. Professional sport franchises.
- C. Consumer shows, conventions, trade shows and other similar events where either tickets are not sold to the general public or only non-seating general admission tickets are sold.
- D. Events sponsored by organizations such as the NCAA, colleges, universities, high schools where ticket sales are controlled by the governing institution.

### III. POLICIES

- A. Control of Tickets - Tickets will not be ordered for an event until the Commission has received the signed contract (Permit) along with the insurance rider and necessary deposit from the Event Permittee. The

APPROVED BY THE COMMISSION: 2/10/88

AUTHORIZED:

T. G. [Signature]  
DATE  
COMMISSION CHAIRMAN

**E-R COMMISSION POLICY STATEMENT**

<b>SUBJECT:</b> <b>EXPOSITION-RECREATION COMMISSION</b> <b>BOX OFFICE POLICY</b>	<b>7-1</b> NUMBER	2 of 7 <sup>PAGE</sup>
	<b>EFFECTIVE:</b> February 10, 1988	

Commission shall maintain adequate controls on the sale of tickets for any and all events held at its facilities to insure against financial risk and to protect the public interest. The Commission shall retain exclusive control over its ticket offices, ticket personnel and ticket sales revenue until settlement with the Permittee.


**B. Box Office Agencies -** The Commission reserves the right to establish ticket agencies for the sale of tickets to events held at Commission facilities. Permittees of the Commission will only be allowed to sell tickets for events at Commission facilities through the main box offices at the Coliseum, Stadium, and PCPA, and through the Commission's contracted agencies. These agencies were chosen by an RFP process and formal agreements were/will be entered into by the Commission. It will be the responsibility of Commission staff to review these agency agreements on an annual basis and recommend from time to time any additional agencies for use by the Commission.

**C. Ordering Tickets**

1. **Automated Ticketing -** The Box Office Manager shall set up on the computer system a ticket manifest, including facility seating layout, ticket price structure, discounts and ticket format. Ticket stock and manifesting could be a charge back to the Permittee.
2. **Hard Tickets -** All tickets for events held at Commission facilities must be ordered through the Commission Box Offices, i.e., if the event is at the Coliseum, the tickets must be ordered through the Memorial Coliseum box office. All such tickets will be ordered from a bonded ticket printing company, and shipped to ERC Box Office, and such tickets will be accompanied by a ticket printer's manifest. Permittee shall be responsible for the cost of any ticket printing and tickets will not be ordered until a reasonable deposit covering the cost of such ticket printing has been submitted to the Administrative Office.

**D. Distribution of Tickets**

1. **Automated Ticketing -** The automated ticket agencies, upon receiving final approval from the Box Office, will commence sale by utilization of its automated system.
2. **Hard Tickets -** Distribution of tickets to contracted agencies will be determined by the Event Permittee based on marketing requirements, history of previous sales, volume of similar events and ticket availability after advance mail order demand, season sales and facility (Coliseum, Stadium or PCPA) consignments. Not all contracted ticket agencies will be guaranteed a consignment of tickets for every event. Actual distribution of tickets will be handled by the Commission Box Offices (Coliseum, Stadium or PCPA). The Event Permittee will not be allowed to direct ticket consignments to non-contracted agencies.

APPROVED BY THE COMMISSION: 2/10/88 DATE  
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E-R COMMISSION POLICY STATEMENT

SUBJECT: <b>EXPOSITION-RECREATION COMMISSION BOX OFFICE POLICY</b>	NUMBER <b>7-1</b>	PAGE <b>3 of 7</b>
	EFFECTIVE: <b>February 10, 1988</b>	

**E. Settlement and Control of Funds**

1. **Automated Ticketing - Contracted automated ticket agencies shall furnish the Commission with a valid surety bond or an irrevocable letter of credit in the minimum sum of \$200,000 issued by a surety company qualified to do business in the State of Oregon. The Automated Ticket Agent shall not hold more than \$100,000 of ticket receipts derived from the sale of events held at Commission facilities. The Automated Ticket Agent shall deposit any sales receipts in excess of this \$100,000 for sales associated with events held at Commission facilities within a twenty-four hour period after exceeding the \$100,000 threshold unless demanded earlier by the Commission Box Office. The procedure for transfer of funds shall be approved by the Commission.**
  
2. **Hard Tickets - The Commission's Box Offices shall be responsible for the control of all funds derived from the sale of tickets to events held at ERC facilities. Contracted ticket agencies shall make submissions of funds derived from the ticket sales of events held at the Commission facilities to the Box Office as requested by the Box Office Manager. At no time shall the face value of unsold tickets plus funds derived from sales exceed the bonding limit of the contract agency. Minimum bonding requirement is \$20,000.**
  
3. **Funds will be held until the event is completed, at which time a settlement will be conducted with the Event Permittee. Depending upon circumstances, the event settlement could be after the event is over, the day after the show, or whenever all gross receipts and show expenses are accounted for to the Commission. The Event Permittee shall not have the right to draw upon receipts from the sale of tickets for events held at the Commission's facilities until after the completion of the event, unless specific permission has been granted by the General Manager and until all such draws are insured by a bond or acceptable letter of credit.**

APPROVED BY THE COMMISSION: 2/10/88  
 AUTHORIZED: [Signature] DATE  
 COMMISSION CHAIRMAN

## E-R COMMISSION POLICY STATEMENT

SUBJECT: <b>EXPOSITION-RECREATION COMMISSION BOX OFFICE POLICY</b>	7-1 NUMBER	4 of 7 PAGE
	EFFECTIVE: February 10, 1988	

**F. Charges**

- 1. Automated and Hard Ticket Operations (selling event tickets):** The Exposition-Recreation Commission and the Contracted Ticket Agent will charge a Service Charge for each ticket sold, in accordance with the City Code of the City of Portland, Oregon, to be paid by the ticket purchaser. This Service Charge will be printed on the face of the ticket. Under extraordinary circumstances the ERC and the Contracted Ticket Agent, together with the Permittee, may find it more appropriate to charge a commission on the dollar value of the ticket, in lieu of a Service Charge (i.e. a low ticket price-\$3.00). This commission will be paid for by the Permittee.
- 2. Automated Ticketing System (supporting the computer system):** The Automated Ticket Agent will independently establish a commission rate for the sale of tickets on the computer system, to be paid to the Automated Ticket Agent by the event permittee, but at no time will this commission rate exceed 5% of the dollar value of the tickets sold (excluding the Service Charge). Additionally, the Automated Ticket Agent may with the concurrence of the Commission's General Manager, charge for the manifesting and setup of the ticket inventory on the computer, and charge for ticket stock.

**G. Bond**

- 1. Automated Ticketing -** The Automated Ticket Agent shall furnish the Commission a valid surety bond in the minimum sum of \$200,000 issued by a surety company qualified to do business in the State of Oregon, or an irrevocable letter of credit for the minimum sum of \$200,000.  
  
Should the Automated Ticket Agent desire to sell tickets commonly referred to as "Hard Tickets", a separate and distinct contract and bonding agreement must be entered into with the Commission. At no time will the Automated Ticket Agent attempt to sell hard tickets without the signing of such contract and meeting the bonding requirements.
- 2. Hard Tickets -** All Contracted Ticket Agencies shall furnish the Commission with a valid Surety Bond in the minimum sum of \$20,000 issued by a surety company qualified to do business in the State of Oregon, or an irrevocable letter of credit for the minimum sum of \$20,000. At no time shall the ticket agent be consigned a dollar value of tickets which exceeds the principal sum of the surety bond. If the ticket agent wishes to accept consignments of tickets exceeding the \$20,000 minimum, the ticket agent must increase the surety bond to cover the actual dollar value of the total ticket consignment. The cost of such bonding shall be the responsibility of the Ticket Agent.

APPROVED BY THE COMMISSION: 2/10/88 DATE

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COMMISSION CHAIRMAN

**E-R COMMISSION POLICY STATEMENT**

<b>SUBJECT:</b> <b>EXPOSITION-RECREATION COMMISSION</b> <b>BOX OFFICE POLICY</b>	<b>7-1</b> NUMBER	PAGE 5 of 7
	<b>EFFECTIVE:</b> February 10, 1988	

Should the Hard Ticket Agent desire to sell tickets commonly referred to as "Automated Ticketing", a separate and distinct contract and bonding agreement must be entered into with the Commission. At no time will the Hard Ticket Agent attempt to sell automated tickets without the signing of such contract and meeting the bonding requirements.

**H. Refunds -** The Commission retains the right to determine after consultation with the permittee if permittee is available when ticket refunds shall, for cause, be made in keeping with this policy of retaining public faith. This shall include but not be limited to: seats blocked by equipment if exchange for comparable seat location is not possible; failure of projection equipment; failure of the act to show or go on stage within a reasonable period of time. Ticket refunds will be made at point of purchase. For tickets sold at the Commission's Box Office, the Commission shall charge the Permittee a percentage rate, not to exceed 5% of the dollar value of the ticket (excluding the Service Charge), which will cover both the selling and refunding process. The full value of the ticket, including the Service Charge, will be refunded to the customer.

Contracted Ticket Agencies shall make refunds only as directed by the Commission's Box Office. In the event of event cancellation, the Ticket Agent will be issued funds equal to the volume of sales dollars received from the Agency and paid to the Commission for that event, for the purpose of refunding. For tickets sold by the Agent outlets, the Agent shall charge the Permittee a percentage rate not to exceed 5% of the dollar value of the ticket (excluding the Service Charge) which will cover the selling and refunding process. The full value of the ticket, including the Service Charge, will be refunded to the customer. Ticket refunds will be made at the Agent's outlets for 30 days after the event cancellation, at which time money not refunded will be returned to the Commission's Box Office for control purposes and for further refunding.

**I. Price of Tickets -** The Commission's Box Office shall sell all tickets at the prices as advertised, and the full value of the ticket including users fee, service charge, etc. will be printed on the ticket. Any requests for deviation in price submitted by a Permittee must be approved in writing by the General Manager. All ticket discounts must be set out in writing in advance of tickets being placed on sale. This also applies to group sale discounts. It shall be the responsibility of the Permittee to advise the Box Office prior to tickets going on sale of any applicable group sales or discounts.

APPROVED BY THE COMMISSION: 2/10/88 DATE  
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 COMMISSION CHAIRMAN

E-R COMMISSION POLICY STATEMENT

<b>SUBJECT:</b> <b>EXPOSITION-RECREATION COMMISSION</b> <b>BOX OFFICE POLICY</b>	7-1 <sup>NUMBER</sup>	6 of 7 <sup>PAGE</sup>
	EFFECTIVE February 10, 1988	

- J. **Time of Sale** - Tickets shall go on sale at a time mutually agreed to by the General Manager and the Permittee, such time to be specified in the permit agreement.
- K. **Complimentary Tickets** - Permittee shall be allowed to take complimentary tickets for use in the promotion of the event. At no time, however, shall the number of complimentary tickets exceed 2% of the total tickets available for Coliseum and Stadium events. From time to time certain circumstances may exist where it is in the best interest of the event to exceed the 2% complimentary ticket level. In these special situations the 2% level can be exceeded with written consent of the General Manager, and this consent will not be unreasonably withheld. No complimentary ticket restrictions are in effect for venues of 3,000 seats or less. Permittee shall be required to account for all complimentary admissions to the Box Office and all complimentary tickets must be issued from the Commission Box Office and not through Contracted Ticket Agencies.
- L. **Commission Access** - In order to monitor activities at E-R Commission facilities, the Commission retains the right to use twenty seats during the Permittee's use of Coliseum and Stadium facilities without charge. Tickets for these seats will automatically be pulled from the manifest by the Ticket Manager and shall not be sold. For smaller venues of 3,000 seats or less, there may be an occasional need for ERC complimentary tickets; at such times a request will be made to the Permittee.
- M. **Credit Cards** - At the option of the Event Permittee, the Commission's Box Offices and Contracted Ticket Agencies will accept Visa, Mastercard or American Express for the purchase of tickets sold in advance of the show. Any credit card charges, including bad cards, will be paid by the Event Permittee.
- N. **Checks** - At the option of the Event Permittee, the Commission's Box Offices and Contracted Ticket Agencies will accept personal checks for the purchase of tickets sold in advance of the show. Every effort will be made on the part of the Commission's Box Offices and the Agents to obtain proper identification, however, it shall be the responsibility of the Event Permittee to make good on all insufficient fund checks which shall be charged back to the Event Permittee.
- O. **Mail Orders** - Mail orders will be accepted by the ERC's Box Offices. Mail orders generally are accepted 30 days prior to the event. In the event Permittee wishes to place mail order sales in advance of the 30 day limitation, this can be done with the written consent of the General Manager. Mail orders will be processed on a first come, first serve basis and request orders will be filled based on ticket inventory that is available. All mail orders must be accompanied by a self-addressed, stamped envelope. The Commission will charge a \$2.00 handling fee for each Mail Order.

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 COMMISSION CHAIRMAN



E-R COMMISSION POLICY STATEMENT

SUBJECT: <b>EXPOSITION-RECREATION COMMISSION BOX OFFICE POLICY</b>	7-1 NUMBER	PAGE 7 of 7
	EFFECTIVE: February 10, 1988	

- P. Telephone Orders - Telephone orders will be accepted by the ERC's Box Offices, generally 30 days prior to the event. In the event Permittee wishes to begin telephone sales in advance of the thirty day limitation, this can be done with the written consent of the General Manager. Telephone orders will be filled based on ticket inventory that is available. The Commission's Box Offices will charge a \$2.00 handling fee for each credit card order which includes the mailing of this order to the patron if sufficient lead time is available.
- Q. User's Fee - A user's fee of 50 cents per ticket will be charged on all paid admissions of tickets sold for all public assemblies or entertainment events at the Portland Center for the Performing Arts facilities only. ~~Not applicable to other ERC facilities.~~ User fee will be printed on all tickets.
- R. Records - The Box Office Director, under the direction of the General Manager, shall maintain proper records of all space reserved, tickets sold and services rendered. The General Manager shall file with the Commission such audit copies of receipts, invoices and other financial documents as the Commission may request from time to time. It shall be the responsibility of the Box Office Director to recommend changes in forms and accounting procedures as may be required and approved by the General Manager for proper management of these policies.

IV. ADMINISTRATION

It shall be the responsibility of the General Manager to administer these policies and to recommend any modification of these policies to the Exposition-Recreation Commission.

\*Revised by Resolution No. 600, adopted March 15, 1989:

Beginning July 1, 1989, the present \$0.50 user fee for all paid admissions at spectator seating events will be expanded to include all spectator seating events at the Memorial Coliseum and the Civic Stadium.

Beginning July 1, 1990, the user fee for all paid admissions at all spectator seating events in all ERC facilities will increase as follows:

Tickets under \$10.00 . . . . .	\$0.50 user fee
Tickets \$10.00 to \$22.00 . . . . .	\$1.00 user fee
Tickets \$22.00 and up. . . . .	\$1.50 user fee

APPROVED BY THE COMMISSION: 2/10/88

AUTHORIZED:

DATE  
J. C. [Signature]  
COMMISSION CHAIRMAN