

METROPOLITAN EXPOSITION-RECREATION COMMISSION

RESOLUTION NO. 97-63

Approving scheduling policy and procedures for Broadway Series at Civic Auditorium

The Metropolitan Exposition-Recreation Commission finds:

1. That policy governing the booking and scheduling of events at Civic Auditorium approved by the Commission August 10, 1994 gave first consideration to 3 major non-profit Principal Tenants and equal rank scheduling for two Broadway Series;
2. That Civic Auditorium has excellent facilities for performance of opera, dance, and touring Broadway shows creating a very high demand for its scheduling and use;
3. That selection of a single Broadway Series Presenter with guaranteed 60 performance weeks over a 5-year period requires a revised policy which will assure fair and orderly treatment of non-profit Principal Tenants, recognized Commercial Principal Tenant, and other commercial or non-profit users of the facility;
4. That a process has been designed for the 3 major non-profit Principal Tenants to submit a 3-year proposed schedule of dates by August 31 each year for their respective future performance seasons in PCPA facilities and for the PCPA to confirm the schedule of dates for Principal Tenants and Singing Christmas Tree by November 1 each year;
6. That the policy has been reviewed by affected users, PCPA Advisory Committee and other interested parties to make any recommended refinements and changes;

BE IT THEREFORE RESOLVED THAT the Metropolitan Exposition-Recreation Commission approves the Scheduling Policy and Procedures for Broadway Series at Civic Auditorium attached as Exhibit A.

Passed by the Commission on December 10, 1997

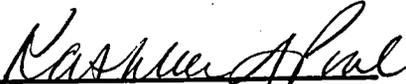


Chairman


Secretary/Treasurer

Approved As to Form:

Daniel B. Cooper, General Counsel

By: 

Kathleen A. Pool
Senior Assistant Counsel

MERC STAFF REPORT

Agenda Item/Issue: Scheduling Policy and Procedures for Broadway Series at Civic Auditorium

Resolution No: 97-63

Date: December 10, 1997

Presented by: Harriet Sherburne

BACKGROUND: The 1994 Scheduling Policy was designed to manage the heavy volume of business including two Broadway Series. With the selection of a single series presenter team for 1998-99 Season and beyond, the policy and procedures required an up-date. In the course of preparations for the 1998 PCPA Business Plan, there were meetings to outline a policy and procedure that would work for all parties offering seasons of performances in Civic Auditorium. A Discussion Paper, including proposed policy revision, was prepared and circulated broadly to interested parties during October and November, 1997; it was also discussed in contract negotiations with the selected Broadway Series presenting team. A meeting was held with leadership of One Voice Productions, to review the Discussion Paper and impact of the proposed procedure and policy on the annual "Singing Christmas Tree" event. The Discussion Paper was also introduced to the Commission for information at its November meeting. There is general support for the procedures and policies as beneficial to all affected parties, as well as PCPA; no objections have been raised.

Discussion with Advisory Committee: There have been several discussions of the topic at regular meetings of the Committee, and in the Business Plan public meeting hosted by the Advisory Committee. At the November meeting of the Committee, there was consensus support of the proposed Procedures and Policy.

FISCAL IMPACT: Implementation of scheduling under the Procedures and Policy will maximize efficient use of the calendar year at Civic Auditorium, and assure realization of the increased revenue projected with approval of the Broadway Series Agreement.

RECOMMENDATION: The staff recommend approval of the proposed Scheduling Procedures and Policy.

SCHEDULING POLICY and PROCEDURES for
BROADWAY SERIES at CIVIC AUDITORIUM

When booking events in the Civic Auditorium, first consideration in scheduling is given to local, producing, non-profit performing arts organizations which have been accepted by the Commission under the Rental Policy standards for Principal and Featured Tenants in that facility. The Metro Exposition-Recreation Commission, at its discretion, may designate commercial presenters of annual series of full-week events for Principal Tenant status *for the purpose of scheduling only*, and determine their rank in scheduling priority. The following is the approved listing of Principal and Featured Tenants having priority for use and scheduling of Civic Auditorium.

Portland Opera **	Oregon Ballet Theatre **
Oregon Children's Theatre **	One Voice Productions
Portland Community Concerts	Broadway Series Presenter

Each non-profit Principal Tenant noted ** above is required to submit a 3-year proposed schedule of dates by August 31 each year for their respective future performance seasons in PCPA facilities. The priority for presentation of the "Singing Christmas Tree" in November/December annually will be maintained in confirming dates for Principal Tenants. PCPA, together with Principal Tenants, will make every effort to maximize the number of commercial weeks (Monday thru Sunday dates) available annually for presentation of touring Broadway shows, and to attain at least 16 commercial weeks per year. PCPA will confirm the schedule of dates for Principal Tenants and Singing Christmas Tree in the 3-year plan by November 1 each year. All remaining available dates are claimed and controlled by PCPA for allocation to Broadway Series Presenter for single week or multi-week presentations, including mega-hits. Any dates remaining thereafter are controlled by PCPA for allocation in accordance with other policy and business priorities.

PCPA shall refer inquiries about date availability from agents or producers of Broadway shows to the Broadway Series Presenter. Consistent with contract terms, the Broadway Series Presenter shall have right of first refusal on any Broadway presentation opportunity at PCPA facilities.

Upon completion of booking firm dates for Principal Tenants, Singing Christmas Tree and Broadway Series Presenter, PCPA will work with remaining non-profit Featured Tenants to book their seasons of events. Also, PCPA will accept requests from other commercial and standard non-profit presenters to hold dates for specific shows or events.

SPECIAL CONSIDERATIONS: It is the responsibility of PCPA management to operate the facilities in a business-like manner in order to fulfill its mission and ensure the financial stability of PCPA. The following factors shall be given consideration when booking and contracting for use of the facilities: **projected revenue** - both in terms of direct rental revenue as well as projected revenue from user fees, concessions and other facility charges; potential for **repeat booking; cultural/entertainment value** to the community; projected **overall economic impact** on the community at large. Consequently, PCPA reserves the right to promote, solicit, develop and make reservations for any activity deemed appropriate to PCPA objectives, and to qualify all activities requesting use of the facilities.



METRO

December 24, 1997

Mr. Tom Lasly
Ticketmaster
1700 SW 4th Avenue, Suite #100
Portland OR 97201

Re: Ticketmaster/MERC Automated Ticketing Agreement

Dear Tom:

Enclosed with this letter are triplicate originals of the Extension and Addendum for the Ticketmaster/MERC automated ticketing agreement. Pursuant to our discussions with you and Tom Keenan of Fastixx, the following changes have been made:

- A. Section 4 now provides that the parties will notify each other of ticket sales levels, that the sales week is Sunday through Saturday, that deposits of ticket sales over the threshold amount will be made on the second Monday of each business week, and that event settlement funds will be available at settlement or on by 9:00 a.m. on the first business day following the event. A new provision has been added giving the General Manager the discretion to waive interest or payment in lieu of interest when the ticket money transfer is delayed for reasons beyond the control of the Ticket Agent.
- B. Dates have been corrected in Section 6.

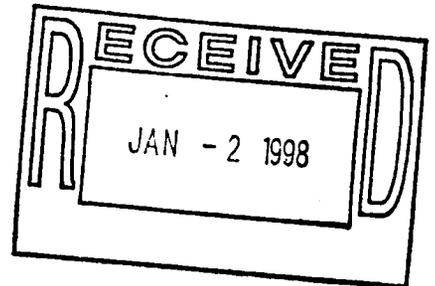
If you have any questions, please do not hesitate to call. If the revised agreements are satisfactory, please sign and return all copies to me. A fully executed copy will be returned for your records.

Very truly yours,

Kathleen A. Pool
Assistant Counsel

cc: Blosser, Williams, and Brown @ MERC (enclosures omitted)

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METRO

December 24, 1997

Mr. Tom Keenan
FASTIXX
10 NW Sixth Avenue
Portland OR 97209-3607

Re: FASTIXX/MERC Automated Ticketing Agreement

Dear Tom:

Enclosed with this letter are triplicate originals of the Extension and Addendum for each of the FASTIXX/MERC automated ticketing agreements. Pursuant to our discussions and your discussion with Faye Brown and Jeff Blosser at MERC, the following changes have been made:

A. Section 2 of the OCC/Expo Agreement now provides that two events may be exempted by the OCC director, and additional events may be exempted by agreement of the parties.

B. Section 4 of both agreements now provides that the parties will notify each other of ticket sales levels, that the sales week is Sunday through Saturday, that deposits of ticket sales over the threshold amount will be made on the second Monday of each business week, and that event settlement funds will be available at settlement or on by 9:00 a.m. on the first business day following the event. A new provision has been added giving the General Manager the discretion to waive interest or payment in lieu of interest when the ticket money transfer is delayed for reasons beyond the control of the Ticket Agent.

C. Dates have been corrected in Section 6.

If you have any questions, please do not hesitate to call. If the revised agreements are satisfactory, please sign and return all copies to me. Fully executed copies will be returned for your records.

Very truly yours,

Kathleen A. Pool
Assistant Counsel

cc: Blosser, Williams, and Brown @ MERC (enclosures omitted)

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**EXTENSION AND ADDENDUM TO
AUTOMATED TICKETING SERVICES AGREEMENT (the "Agreement")
BETWEEN OREGON TICKET COMPANY, DBA FASTIXX ("Ticket Agent")
AND THE METROPOLITAN EXPOSITION-RECREATION COMMISSION
("MERC/Commission")
Originally dated February 8, 1995**

This Extension and Addendum to the Agreement is agreed by and between the Metropolitan Exposition-Recreation Commission ("MERC/Commission") and Oregon Ticket Company, dba FASTIXX ("Ticket Agent") on this 30th day of December, 1997.

RECITALS

1. The initial term of the Agreement expires on December 31, 1997.
2. The Agreement gives Commission the option to extend the Agreement for an additional two-year term.
3. The Commission wishes to exercise its option to extend the Agreement for an additional two-year term, provided that the Commission's changing business needs are met during the extension term.
4. The parties have reached agreement on the terms of the extension.

EXTENSION AND ADDENDUM

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. The term of the Agreement, as amended, is extended through December 31, 1999.
2. The following new Section 4(A) Outlets and Telephone Sales (3) is added:
 - (3) If requested to do so by the Portland Oregon Visitors Association (POVA), Ticket Agent shall establish and maintain an additional ticket outlet at the POVA Visitor Information Center, co-locating with other ticketing agencies if required.
3. Section 4(G) Accounting (3) is amended to read:
 - (a) The parties shall notify each other when ticket sales for the week have reached the \$50,000 threshold. Ticket Agent shall make weekly deposit of all ticket sales above \$50,000 as reported on Event Audits or Settlements

on Monday of each week. For each week in which the Ticket Agent fails to make the required Monday deposit of all ticket sales above \$50,000, Ticket Agent shall pay to the Commission the sum of \$1,000 or one week of interest, at the current ninety-day US Treasury bill rate, on the undeposited amount, whichever is greater. The General Manager may waive the assessment of interest and of payment in lieu of interest if he or she finds, in his or her sole discretion, that failure to make timely payment under this section was due to circumstances beyond the control of the Ticket Agent.

(b) All funds to settle Commission events will be available at the time of settlement for such events or, for events occurring on weekends, by 9 a.m. on the first business day following the final performance or event. 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.

4. The service charges specified in Exhibit B, Automated Ticketing Services Agreement Maximum Allowable Per-Ticket Charge, are amended as follows, and shall apply for the term of this extension except as they may be adjusted pursuant to Section 4(F)(1) of the Agreement.

MAXIMUM ALLOWABLE PER-TICKET CHARGE

<u>Ticket Price</u>	<u>Outlet</u>	<u>Phone</u>
\$0 - \$10	\$1.00	\$2.00
\$10.01 - \$14.00	\$1.50	\$2.50
\$14.01 - \$18.00	\$2.00	\$3.00
\$18.01 - \$22.00	\$2.50	\$3.50
\$22.01 - \$30.00	\$3.00	\$4.00
\$30.01 - \$40.00	\$3.50	\$4.50
\$40.01 - \$50.00	\$4.00	\$5.00
\$50.01 +	\$4.50	\$5.50

5. The following new Section 4. **DUTIES OF THE TICKET AGENT, H. National Ticketing Franchises** is added:

H. National Ticketing Franchises

For event promoters having valid contracts with national ticketing companies, Ticket Agent shall honor the provisions of such agreements. All ticketing pursuant to such national ticketing contracts shall be subject to the convenience fee charge limitations and Commission revenue provisions of this Agreement.

6. All other provisions of the original Agreement shall remain in effect through the term of this Addendum. The term of this Addendum commences January 1, 1998 and ends December 31, 1999, unless sooner terminated by the mutual agreement of the parties or as provided for herein.
7. This Extension and Addendum, together with the 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.

**OREGON TICKET COMPANY, INC.
DBA FASTIXX**

Tom Keenan *Managing Dir*
Title: *Managing Director*

**METROPOLITAN EXPOSITION-
RECREATION COMMISSION**

[Signature]
Mark B. Williams
General Manager

APPROVED AS TO FORM
Daniel B. Cooper, General Counsel

By: *Kathleen Pool*
Kathleen A. Pool, Senior Assistant Counsel

KAP:kaj
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12/23/97

**EXTENSION AND ADDENDUM TO
AUTOMATED TICKETING SERVICES AGREEMENT (the "Agreement")
BETWEEN OREGON TICKET COMPANY, DBA FASTIXX ("Ticket Agent")
AND THE METROPOLITAN EXPOSITION-RECREATION COMMISSION
("MERC/Commission")**

Originally dated March 24, 1995 and amended March __, 1996
Contract No. 914233

This Extension and Addendum to the Agreement is agreed by and between the Metropolitan Exposition-Recreation Commission ("MERC/Commission") and Oregon Ticket Company, dba FASTIXX ("Ticket Agent") on this 30th day of December, 1997.

RECITALS

1. The initial term of the Agreement expires on December 31, 1997.
2. The Agreement gives Commission the option to extend the Agreement for an additional two-year term.
3. The Commission wishes to exercise its option to extend the Agreement for an additional two-year term, provided that the Commission's changing business needs are met during the extension term.
4. The parties have reached agreement on the terms of the extension.

EXTENSION AND ADDENDUM

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. The term of the Agreement, as amended, is extended through December 31, 1999.
2. Section 2 is amended to read:

2. **PURPOSE OF THE CONTRACT**

- (A) 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.

- (B) Except as provided in Section 2(C), 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.
- (C) The Director of the Oregon Convention Center shall have the right to exempt two events in each calendar year from this Agreement, and to permit an entity other than Ticket Agent to conduct ticket sales for the exempted event. Additional events may be exempted by agreement of the parties.

3. Section 4(G) Accounting (3) is amended to read:

- (a) The parties shall notify each other when ticket sales for the week (Sunday through Saturday) have reached the \$50,000 threshold. Ticket Agent shall make weekly deposit of all ticket sales above \$50,000 as reported on Event Audits or Settlements on the second Monday following each sales week. For each week in which the Ticket Agent fails to make the required Monday deposit of all ticket sales above \$50,000, Ticket Agent shall pay to the Commission the sum of \$1,000 or one week of interest, at the current ninety-day US Treasury bill rate, on the undeposited amount, whichever is greater. The General Manager may waive the assessment of interest and of payment in lieu of interest if he or she finds, in his or her sole discretion, that failure to make timely payment under this section was due to circumstances beyond the control of the Ticket Agent.
- (b) All funds to settle Commission events will be available at the time of settlement for such events or, for events occurring on weekends, by 9 a.m. on the first business day following the final performance or event. 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.

4. The service charges specified in Exhibit B, Automated Ticketing Services Agreement Maximum Allowable Per-Ticket Charge, are amended as follows, and shall apply for the term of this extension except as they may be adjusted pursuant to Section 4(F)(1) of the Agreement.

MAXIMUM ALLOWABLE PER-TICKET CHARGE		
<u>Ticket Price</u>	<u>Outlet</u>	<u>Phone</u>
\$0 - \$10	\$1.00	\$2.00
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\$14.01 - \$18.00	\$2.00	\$3.00

MAXIMUM ALLOWABLE PER-TICKET CHARGE

<u>Ticket Price</u>	<u>Outlet</u>	<u>Phone</u>
\$18.01 - \$22.00	\$2.50	\$3.50
\$22.01 - \$30.00	\$3.00	\$4.00
\$30.01 - \$40.00	\$3.50	\$4.50
\$40.01 - \$50.00	\$4.00	\$5.00
\$50.01 +	\$4.50	\$5.50

5. Section F(3) shall be amended to read:

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 4(F) 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, 1995 - December 31, 1995	8 cents per ticket
Year 2 - January 1, 1996 - December 31, 1996	9 cents per ticket
Year 3 - January 1, 1997 - December 31, 1997	10 cents per ticket
Years 4 and 5 - January 1, 1998 - December 31, 1998	10 cents 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.

6. All other provisions of the original Agreement and its Amendments shall remain in effect through the term of this Addendum. The term of this Addendum commences January 1, 1997 and ends December 31, 1999, unless sooner terminated by the mutual agreement of the parties or as provided for herein.
7. This Extension and Addendum, together with the Agreement and the March, 1996 Addendum, constitute 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.

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OREGON TICKET COMPANY, INC.
DBA FASTIXX

METROPOLITAN EXPOSITION-
RECREATION COMMISSION

Ben Keenan Managing Director

Title: Managing Director

Mark B. Williams

Mark B. Williams
General Manager

APPROVED AS TO FORM
Daniel B. Cooper, General Counsel

By: Kathleen A. Pool
Kathleen A. Pool, Senior Assistant Counsel

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12/23/97