

## **METROPOLITAN EXPOSITION RECREATION COMMISSION**

### **Resolution No. 02-38**

**For the purpose of ratifying amendments to the Automated Ticketing Services Agreements with Fastixx and Ticketmaster between the Commission and its authorized ticket agents.**

WHEREAS, MERC and Ticketswest.com, Inc. dba Fastixx ("Fastixx") are parties to an Automated Ticketing Services Agreement, originally dated March 28, 2000, under which MERC engaged Fastixx acts as an independent contractor to sell tickets for events at MERC facilities; and

WHEREAS, MERC and Ticketmaster LLC are parties to an Automated Ticketing Services Agreement, originally dated March 30, 2000, under which MERC engaged Ticketmaster LLC acts as an independent contractor to sell tickets for events at MERC facilities; and

WHEREAS, on or about December 18, 2000, Ticketmaster of Oregon transferred all of its assets to Ticketmaster LLC, and on April 8, 2001, Ticketmaster fo Oregon, Ticketmaster LLC, and MERC executed an Assignment Addendum in which Ticketmaster LLC assumed all Ticketmaster of Oregon's duties and obligations under the Automated Ticketing Services Agreement.

WHEREAS, the Automated Ticketing Services Agreements require both Fastixx and Ticketmaster LLC, at the request of the Portland Oregon Visitors Association (POVA), to establish and maintain ticket outlets at the POVA Visitor Information Center for POVA's "Ticket Central" box office; and

WHEREAS, Fastixx and Ticketmaster LLC have maintained ticket outlets at the "Ticket Central" box office; and

WHEREAS, effective November 1, 2002, POVA has ceased operating the "Ticket Central" box office, and MERC began operating the "Ticket Central" box office as a MERC ticket center; and

WHEREAS, MERC, Fastixx and Ticketmaster LLC agree that Fastixx and Ticketmaster LLC will continue to maintain a ticket outlet at the "Ticket Central" box office, and that the terms of the Automated Ticketing Services Agreement will govern the "Ticket Central" box office while it is operated by MERC employees; and

WHEREAS, amendments to the Automated Ticketing Services Agreements between the Commission and Fastixx and Ticketmaster LLC must be approved by the Commission.

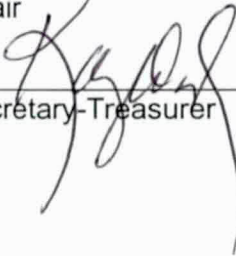
BE IT THEREFORE RESOLVED:

1. That the Metropolitan Exposition-Recreation Commission hereby approves the First Amendment to Automated Ticketing Services Agreement with Fastixx as shown on attached as Exhibit "A."
2. That the Metropolitan Exposition-Recreation Commission hereby approves the First Amendment to Automated Ticketing Services Agreement with Ticketmaster LLC, as shown on attached as Exhibit "B."

Passed by the Commission on November 20, 2002



Chair



Secretary-Treasurer

Approved As To Form:  
Daniel B. Cooper, General Counsel

By:

  
Senior Assistant Counsel

## MERC STAFF REPORT

**Agenda Item:** Ratifying amendments to the Automated Ticketing Services Agreements with Fastixx and Ticketmaster LLC.

**Resolution No.:** 02-38

**Presented by:** Lori Kramer

**Date:** November 20, 2003

### Background

The Portland Oregon Visitor's Association ("POVA") began operating Ticket Central, located in Pioneer Courthouse Square, in July 2001, when they moved their Visitor's Center to that location. Ticket Central operates as a ticket outlet for Ticketmaster LLC, Fastixx and Artisitix ticketing systems.

Several months ago, PCPA staff was contacted by POVA. For financial reasons, POVA decided to discontinue operating Ticket Central effective October 31, 2002, and proposed transferring day-to-day operation of Ticket Central to PCPA effective November 1, 2002. POVA provided PCPA staff with financial information and a summary of ticket sales transactions for the past year. PCPA staff reviewed this information and analyzed cost and revenue projections. The results provided favorable potential revenue opportunities for PCPA. MERC's Automated Ticketing Services Agreements with Fastixx and Ticketmaster LLC allow a per ticket service charge be retained by PCPA on all tickets sold by PCPA for events presented at it's facilities. This amount is over three times higher than outlets, including Ticket Central as operated by POVA, retain. MERC plans to operate Ticket Central with part-time Ticket Sellers, supervised by full-time Ticket Services staff, and managed by PCPA's Booking and Ticket Services Manager. POVA operated Ticket Central with one full-time manager receiving a salary and benefits, and one part-time staff person, resulting in higher overhead costs.

POVA has entered into an agreement with MERC for operating Ticket Central. MERC will not pay POVA for use of the Ticket Central box office. POVA agreed to continue paying all rent, utilities and any other charges, other than labor, for operation of Ticket Central. POVA is leaving all existing necessary equipment for operation of Ticket Central for MERC's use.

MERC is amending the existing Automated Ticketing Services Agreements with both Ticketmaster LLC and Fastixx to include operation of the Ticket Central box office while it is operated by MERC employees.

### **Fiscal Impact:**

Minimal. Conservative revenue projections for operation of Ticket Central after deducting labor costs: \$12,000.00 to \$15,000.00.

### **Recommendation:**

Staff recommends Commission approval of resolution 02-38 to amend the Automated Ticketing Services Agreement to include the ticket outlet at the Ticket Central box office be governed by and subject to all the terms and conditions of the agreement.

**FIRST AMENDMENT TO  
AUTOMATED TICKETING SERVICES AGREEMENT**

This Amendment, effective November 1, 2002, is made by and between the Metropolitan Exposition-Recreation Commission ("MERC or Commission") and Ticketswest.com, Inc. dba Fastixx (hereinafter "Fastixx").

**RECITALS**

WHEREAS, MERC and Fastixx entered into an Automated Ticketing Services Agreement ("Automated Ticketing Services Agreement") dated March 28, 2000, in which MERC engaged Fastixx as an independent contractor to sell tickets for events at MERC facilities; and

WHEREAS, the Automated Ticketing Services Agreement requires Fastixx, at the request of the Portland Oregon Visitors Association ("POVA"), to establish and maintain a ticket outlet at the POVA Visitor Information Center for POVA's "Ticket Central" box office; and

WHEREAS, at POVA's request, Fastixx has maintained a ticket outlet at the "Ticket Central" box office, and

WHEREAS, effective November 1, 2002, POVA will cease operating the "Ticket Central" box office, and MERC will begin operating the "Ticket Central" box office as a MERC ticket center; and

WHEREAS, MERC and Fastixx agree that Fastixx will continue to maintain a ticket outlet at the "Ticket Central" box office, and that the terms of the Automated Ticketing Services Agreement will govern the "Ticket Central" box office while it is operated by MERC employees.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the parties agree that the Automated Ticketing Services Agreement is hereby amended to include the following terms:

1. Beginning November 1, 2002, Fastixx shall maintain a ticket outlet at the "Ticket Central" box office that will be operated by MERC employees as a Commission ticket center. The ticket outlet at the "Ticket Central" box office shall be governed by and subject to all the terms and conditions of the Automated Ticketing Services Agreement, including all Exhibits thereto.
2. On November 1, 2002, Fastixx will provide to MERC the standard required equipment listed in Exhibit A, attached, for use at the "Ticket Central" box office.
3. Paragraph 14 of the Automated Ticketing Services Agreement is amended to read as follows:

“The Commission and the Ticket Agent may amend this agreement at any time only by written amendment executed by the MERC General Manager and the Ticket Agent.”

4. All other terms and conditions of the Automated Ticketing Services Agreement shall remain in full force and effect.
5. This Amendment and the March 28, 2000 Automated Ticketing Services Agreement contain the complete and exclusive agreement between the parties, and are intended to be a final expression of their agreement. No promise, representation or covenant not included in this document or the Automated Ticketing Service Agreement has been or is relied upon by any party. No modification or amendment of this document shall be in force or effect unless in writing executed by Fastixx and the MERC General Manager.

**TICKETSWEST.COM, INC.**

**METROPOLITAN EXPOSITION-  
RECREATION COMMISSION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A TO  
FIRST AMENDMENT TO AUTOMATED TICKETING SERVICES AGREEMENT**

**STANDARD REQUIRED EQUIPMENT**

The Ticket Agent shall provide the necessary equipment and signal to the "Ticket Central" box office 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 the Automated Ticketing Services 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.

**FIRST AMENDMENT TO  
AUTOMATED TICKETING SERVICES AGREEMENT**

This Amendment, effective November 1, 2002, is made by and between the Metropolitan Exposition-Recreation Commission ("MERC" or "Commission") and Ticketmaster LLC.

**RECITALS**

WHEREAS, MERC and Ticketmaster of Oregon entered into an Automated Ticketing Services Agreement ("Automated Ticketing Services Agreement") dated March 30, 2000, in which MERC engaged Ticketmaster of Oregon as an independent contractor to sell tickets for events at MERC facilities; and

WHEREAS, on or about December 18, 2000, Ticketmaster of Oregon transferred all of its assets to Ticketmaster LLC, and on April 8, 2001, Ticketmaster of Oregon, Ticketmaster LLC, and MERC executed an Assignment Addendum in which Ticketmaster LLC (hereinafter "Ticketmaster") assumed all Ticketmaster of Oregon's duties and obligations under the Automated Ticketing Services Agreement; and

WHEREAS, the Automated Ticketing Services Agreement requires Ticketmaster, at the request of the Portland Oregon Visitors Association ("POVA"), to establish and maintain a ticket outlet at the POVA Visitor Information Center for POVA's "Ticket Central" box office; and

WHEREAS, at POVA's request, Ticketmaster has maintained a ticket outlet at the "Ticket Central" box office; and

WHEREAS, effective November 1, 2002, POVA will cease operating the "Ticket Central" box office, and MERC will begin operating the "Ticket Central" box office as a MERC ticket center; and

WHEREAS, MERC and Ticketmaster agree that Ticketmaster will continue to maintain a ticket outlet at the "Ticket Central" box office, and that the terms of the Automated Ticketing Services Agreement will govern the "Ticket Central" box office while it is operated by MERC employees.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, the parties agree that the Automated Ticketing Services Agreement is hereby amended to include the following terms:

1. Beginning November 1, 2002, Ticketmaster shall maintain a ticket outlet at the "Ticket Central" box office that will be operated by MERC employees as a Commission ticket center. The ticket outlet at the "Ticket Central" box office shall be governed by and subject to all the terms and conditions of the Automated Ticketing Services Agreement, including all Exhibits thereto.

2. On November 1, 2002, Ticketmaster will provide to MERC the standard required equipment listed in Exhibit A, attached, for use at the "Ticket Central" box office.
3. Paragraph 14 of the Automated Ticketing Services Agreement is amended to read as follows:

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

4. All other terms and conditions of the Automated Ticketing Services Agreement shall remain in full force and effect.
5. This Amendment, the Assignment Addendum, and the March 30, 2000 Automated Ticketing Services Agreement, contain the complete and exclusive agreement between the parties, and are intended to be a final expression of their agreement. No promise, representation or covenant not included in this document, the Assignment Addendum or the Automated Ticketing Service Agreement has been or is relied upon by any party. No modification or amendment of this document shall be in force or effect unless in writing executed by Ticketmaster and the MERC General Manager.

**TICKETMASTER LLC**

**METROPOLITAN EXPOSITION-  
RECREATION COMMISSION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT A TO  
FIRST AMENDMENT TO AUTOMATED TICKETING SERVICES AGREEMENT**

**STANDARD REQUIRED EQUIPMENT**

The Ticket Agent shall provide the necessary equipment and signal to the "Ticket Central" box office 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 the Automated Ticketing Services 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 "A"

- 2 phones, 5 phone lines (503-275-9285 – seller phone; 503-275-8352 – concierge line; 503-275-8358 – half price recording line). **1 line for Ticketmaster, one line for Fastixx.**
- One computer CPU, monitor, keyboard, mouse and printer
- One boca ticket printer
- **Fastixx and Ticketmaster printers are property of FT and TM**
- 2 two-drawer filing cabinets – one small and gray, the other larger and black
- 1 drop safe
- 1 dot matrix printer
- 1 calculator with tape, one calculator without
- 1 cash register
- 3 high office chairs
- 1 floor mat
- 1 chair
- Artistix ticket stock (10,000 tickets)
- 2 garbage cans
- 1 box ticket envelopes
- Various plastic brochure holders
- Various office supplies (once used are to be replaced by PCPA)
- Manual credit card swiper
- Register and calculator tapes