

# TICKET SALES AGREEMENT

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This Ticket Sales Agreement (this "**Agreement**") is entered into as of [EFFECTIVE DATE] (the "**Effective Date**") by and between:

[ORGANIZER LEGAL NAME], a [STATE] [ENTITY TYPE, e.g. limited liability company] with its principal place of business at [ORGANIZER ADDRESS] (the "**Organizer**"); and

[SELLER LEGAL NAME], a [STATE] [ENTITY TYPE] with its principal place of business at [SELLER ADDRESS] (the "**Seller**").

The Organizer and the Seller are each a "**Party**" and together the "**Parties**."

**Recitals.** The Organizer is producing [EVENT NAME], a [CONCERT / CONFERENCE / FESTIVAL / PERFORMANCE / SPORTING EVENT] to be held on [EVENT DATE(S)] at [VENUE NAME AND ADDRESS] (the "**Event**"). The Organizer wishes to appoint the Seller to market, distribute, and sell admission tickets to the Event, and the Seller wishes to do so, on the terms below. This Agreement governs the Parties' relationship and does not itself set the terms between the Organizer and any individual ticket purchaser, which are addressed in Section 8. In consideration of the mutual promises below, the Parties agree as follows.

## 1. Appointment and Scope

**1.1 Appointment.** The Organizer appoints the Seller to market, distribute, and sell tickets to the Event (the "**Tickets**") through the Seller's platform, box office, or sales channels (the "**Sales Channels**") during the Sales Period defined in Section 2.

**1.2 Exclusivity.** The appointment is [EXCLUSIVE / NON-EXCLUSIVE]. If exclusive, the Organizer will not authorize any other person to sell Tickets through the same category of channel during the Sales Period, except for [e.g. the venue box office]. If non-exclusive, the Organizer may sell or appoint others to sell Tickets concurrently.

**1.3 Authority.** The Seller is authorized to sell Tickets only on the terms in this Agreement and any pricing schedule the Organizer provides. The Seller has no authority to bind the Organizer beyond selling Tickets and may not modify ticket terms, prices, or event details without the Organizer's prior written consent.

**1.4 Allocation.** The Organizer will make available to the Seller an allocation of up to [NUMBER] Tickets, or such other allocation as the Parties agree in writing. The Organizer may adjust the allocation on written notice for unsold inventory or to manage capacity, holds, and complimentary tickets.

## 2. Sales Period, Pricing, and Inventory

**2.1 Sales Period.** The Seller may sell Tickets beginning [ON-SALE DATE AND TIME] and ending at the earlier of [CUT-OFF DATE/TIME], sell-out, or termination of this Agreement (the "**Sales Period**").

**2.2 Pricing.** Tickets will be sold at the face prices set by the Organizer in **Exhibit A (Pricing and Inventory Schedule)**. The Seller will not sell Tickets above or below face price without the Organizer's prior written consent, except for service fees expressly authorized under Section 3.

**2.3 Inventory control.** The Seller will maintain accurate, real-time inventory and will not oversell. If the Seller sells more Tickets than its allocation, the Seller is responsible for honoring or refunding the excess sales and for any resulting cost or claim, unless the oversell results from the Organizer's error.

**2.4 Price changes and presales.** The Organizer may, on **[NUMBER]** days' written notice, change prices for unsold Tickets, add price tiers, or authorize presale codes. Price changes do not affect Tickets already sold.

**2.5 Holds and complimentary tickets.** The Organizer may place holds on, or withdraw, Tickets for its own complimentary, press, sponsor, or artist use on written notice, provided it does not withdraw Tickets already sold by the Seller.

### 3. Fees, Settlement, and Remittance

**3.1 Service fees.** The Seller may charge purchasers a per-ticket service fee of up to **[AMOUNT or PERCENTAGE]** and a per-order processing fee of up to **[AMOUNT]**, as disclosed to purchasers at checkout (the "Service Fees"). Service Fees belong to the Seller unless Exhibit A states otherwise.

**3.2 Remittance of face value.** The Seller will collect the face price of each Ticket sold on the Organizer's behalf and will remit the collected face value, less amounts the Seller is entitled to retain under this Agreement, to the Organizer on the settlement schedule in Section 3.4.

**3.3 Seller commission.** As compensation, the Seller will retain a commission of **[AMOUNT or PERCENTAGE]** of face value per Ticket sold, in addition to the Service Fees, or as stated in Exhibit A.

**3.4 Settlement.** The Seller will provide the Organizer a sales report and remit net proceeds **[WEEKLY / WITHIN [NUMBER] DAYS AFTER THE EVENT / ON THE SCHEDULE IN EXHIBIT A]**. Each settlement will itemize gross sales, refunds, chargebacks, Service Fees, commission, and net amount due.

**3.5 Taxes.** The Seller will collect and remit, or the Organizer will be responsible for, any sales, amusement, entertainment, or similar taxes as required by applicable law and as allocated in Exhibit A. Each Party will reasonably cooperate to satisfy tax obligations.

**3.6 Chargebacks and fraud.** The Seller will use commercially reasonable measures to detect and prevent fraudulent transactions. The Parties will allocate chargeback losses as stated in Exhibit A; absent agreement, each Party bears chargeback losses attributable to its own acts or systems.

### 4. Seller Obligations

**4.1 Sales operations.** The Seller will operate its Sales Channels in a professional manner, maintain reasonable uptime during peak on-sale periods, and provide customer support for ticketing inquiries within its control.

**4.2 Disclosures to purchasers.** The Seller will clearly disclose to purchasers, before purchase, the face price, all Service Fees, the total price, the Event details, and the applicable ticket terms and refund policy.

**4.3 Accessibility and compliance.** The Seller will comply with applicable consumer- protection, data-privacy, accessibility, and ticketing laws (including any applicable disclosure, resale, or "all-in pricing" rules) in the jurisdictions where it sells.

**4.4 Reporting.** The Seller will give the Organizer access to sales data and reports on the cadence stated in Exhibit A and will provide a final reconciliation within **[NUMBER]** days after the Event.

## 5. Organizer Obligations

**5.1 Event information.** The Organizer will provide accurate Event details, venue maps, seating configurations, and any age, conduct, or entry restrictions, and will promptly notify the Seller of changes.

**5.2 Authority to sell.** The Organizer represents that it has the right to produce the Event and to authorize the sale of Tickets, and that the prices and allocation it provides are accurate.

**5.3 Honoring tickets.** The Organizer will honor all validly issued Tickets sold by the Seller in accordance with this Agreement and will admit holders subject to the ticket terms and venue rules.

**5.4 Support for settlement.** The Organizer will cooperate in good faith with settlement, reconciliation, and any refund processing required by Section 6.

## 6. Refunds, Cancellation, and Postponement

**6.1 Standard refund policy.** Except as required by law or stated in the ticket terms, all Ticket sales are **[FINAL / SUBJECT TO THE REFUND POLICY IN EXHIBIT B]**. The Seller will administer refunds only as authorized by this Section or by the Organizer in writing.

**6.2 Cancellation.** If the Organizer cancels the Event, the Organizer will fund refunds of the face value of affected Tickets. The Parties will agree whether Service Fees are refundable; absent agreement, Service Fees are **[REFUNDABLE / NON-REFUNDABLE]** consistent with applicable law and the disclosures made at checkout.

**6.3 Postponement or rescheduling.** If the Event is postponed or rescheduled, Tickets will be honored for the new date unless the Organizer authorizes refunds. The Seller will notify purchasers and process any authorized refunds promptly.

**6.4 Refund mechanics.** The Seller will process authorized refunds to the original payment method and may offset refunded amounts against undistributed proceeds. The Organizer will promptly fund any refund amounts exceeding undistributed proceeds.

**6.5 Force majeure.** Neither Party is liable for delay or failure caused by events beyond its reasonable control, including acts of God, natural disaster, epidemic or pandemic, government order, venue closure, or labor dispute. Refund obligations to purchasers remain governed by applicable law and the ticket terms.

## 7. Data, Privacy, and Marketing

**7.1 Purchaser data.** Purchaser personal data collected through ticket sales is shared between the Parties as set out in **Exhibit C (Data Sharing and Roles)**. Each Party will handle such data in compliance with applicable data-protection laws and only for purposes permitted by this Agreement and the privacy notice presented to purchasers.

**7.2 Marketing use.** A Party may use purchaser data for marketing only to the extent the purchaser has given any consent required by law and the privacy notice permits. The Seller will not sell or share purchaser data with third parties except as needed to provide the Sales Channels or as authorized in writing.

**7.3 Security.** Each Party will maintain reasonable administrative, technical, and physical safeguards appropriate to the sensitivity of the data it holds and will notify the other Party without undue delay of any confirmed security breach affecting purchaser data.

**7.4 Trademarks.** Each Party grants the other a limited, non-exclusive license to use its name and logo solely to market the Event and the ticket sales, subject to the other Party's reasonable brand guidelines. All other rights are reserved.

## 8. Ticket Terms with Purchasers

**8.1 Terms of admission.** Each Ticket is a revocable license to attend the Event, subject to the venue rules, applicable law, and the conditions printed on or linked from the Ticket (the "**Ticket Terms**"). The Organizer is responsible for the content of the Ticket Terms.

**8.2 Resale and transfer.** The Ticket Terms will state whether Tickets may be resold or transferred and any restrictions, consistent with applicable resale laws.

**8.3 Conduct and entry.** The Organizer and venue may refuse entry to, or remove, any holder who violates the Ticket Terms or venue rules, subject to applicable law, and may condition entry on security screening and identification.

## 9. Indemnification and Limitation of Liability

**9.1 By the Seller.** The Seller will defend, indemnify, and hold harmless the Organizer from third-party claims arising from the Seller's Sales Channels, its disclosures to purchasers, its handling of purchaser data, or its breach of this Agreement.

**9.2 By the Organizer.** The Organizer will defend, indemnify, and hold harmless the Seller from third-party claims arising from the Event itself, the Ticket Terms, the accuracy of Event information, or the Organizer's breach of this Agreement.

**9.3 Procedure.** The indemnified Party will give prompt written notice of the claim, allow the indemnifying Party to control the defense, and provide reasonable cooperation. The indemnifying Party may not settle in a way that imposes liability or an admission on the indemnified Party without its consent.

**9.4 Exclusion of indirect damages.** Neither Party is liable for indirect, incidental, special, consequential, or punitive damages, or for lost profits, revenue, goodwill, or data, even if advised of the possibility.

**9.5 Liability cap.** Except for indemnification obligations under this Section, breach of the data and privacy obligations in Section 7, amounts owed in settlement, and a Party's gross negligence or willful misconduct, each Party's total aggregate liability arising out of or related to this Agreement will not exceed the total commission and Service Fees retained by the Seller under this Agreement.

## 10. Term, Termination, and General Provisions

**10.1 Term.** This Agreement begins on the Effective Date and continues until the later of the conclusion of the Event and final settlement, unless terminated earlier under this Section.

**10.2 Termination for cause.** Either Party may terminate immediately on written notice if the other materially breaches and fails to cure within **[NUMBER, e.g. 10]** days after written notice describing the breach.

**10.3 Effect of termination.** On termination, the Seller will stop selling Tickets, deliver a final sales report, remit net proceeds owed, and cooperate in transitioning sales and any refund processing. Tickets already sold remain valid and must be honored.

**10.4 Survival.** Sections 3 (for accrued amounts), 6, 7, 8, 9, and this Section survive termination.

**10.5 Independent contractors.** The Parties are independent contractors. Nothing creates a partnership, joint venture, agency beyond the limited authority to sell Tickets, or employment relationship.

**10.6 Governing law and venue.** This Agreement is governed by the laws of the State of **[STATE]**, without regard to its conflict-of-laws rules. The Parties submit to the exclusive jurisdiction of the state and federal courts located in **[COUNTY, STATE]**.

10.7 **Assignment.** Neither Party may assign this Agreement without the other's prior written consent, except to a successor in connection with a merger, acquisition, or sale of substantially all assets, on written notice.

10.8 **Notices.** Notices must be in writing and sent to the addresses above (or as updated in writing) and are effective on receipt.

10.9 **Entire agreement; amendment.** This Agreement, together with its Exhibits, is the entire agreement between the Parties on its subject and supersedes prior discussions. It may be amended only by a writing signed by both Parties.

10.10 **Severability, waiver, and counterparts.** If any provision is unenforceable, the rest remains in effect. A Party's failure to enforce a provision is not a waiver. This Agreement may be signed in counterparts and by electronic signature, each of which is an original and all of which together form one agreement.

**IN WITNESS WHEREOF,** the Parties have executed this Agreement as of the Effective Date.

**ORGANIZER**

**SELLER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed name: **[NAME]**

Printed name: **[NAME]**

Title: **[TITLE]**

Title: **[TITLE]**

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

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

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