



MEMBER SERVICE AGREEMENT

1. PARTIES

This Member Service Agreement ("MSA" or "Agreement") is entered into between Vendini, Inc. located at 200 Wellington Street W, 2nd Floor, Toronto, ON M5V 3C7 ("Vendini") and the City of Yuma, an Arizona municipal corporation ("Member") located at the following address One City Plaza, Yuma, Arizona 85364, as of the date of the last party to sign this MSA (the "Effective Date").

2. DURATION

The term of this MSA shall commence on the Effective Date and continue through the one (1) year anniversary of the Effective Date. The term of this Agreement will be renewed automatically for four (4) additional successive one-year periods unless written notice of non-renewal is provided by either party to the other party at least sixty (60) days prior to the end of the then-current term year.

3. TERMS OF USE

Use of the Vendini system is subject to: (1) the Professional Services Agreement between Member and Vendini, which is incorporated herein as Schedule A; (2) this Member Service Agreement; and (3) the Vendini Terms of Service which can be found online at: <https://apps.vendini.com/e/a.php?id=1754&v=2f22c31643>. The documents shall govern in the order listed above.

4. PRICING

Credit card payments using the Vendini Merchant Account ("VMA") incur a processing fee equal to 3.5% of ticket face value, donation or membership amount; Member can also connect a Member Merchant Account ("MMA") gateway.

TicketLine Website Tickets		TicketAgent Box Office Tickets		Miscellaneous	
TICKET FACE VALUE	FEE	PAYMENT TYPE	FEE	TYPE	FEE
\$0.00	\$0.35	Comp	\$0.15	Donations	3%, \$5.00 max
0.01 – \$9.99	\$1.50	Cash, Check, Gift Card, Voucher, Custom Payment, Invoice	\$0.50	Gift Cards	3%, \$5.00 max
\$10.00 – \$19.99	\$2.00			Ticket Delivery Fees	10%
\$20.00 – \$29.99	\$2.50			Thermal Ticket Printing and USPS First Class Shipping to Patron	\$4.00 per order
\$30.00 – \$39.99	\$3.00				
\$40.00 – \$49.99	\$3.50				
\$50.00 – \$99.99	\$4.00				
\$100 +	\$8.00				

5. EXCLUSIVITY

Member agrees that Vendini shall have the exclusive right during the term of this Agreement to provide ticketing, event and patron management services to Member for Member's Arts and Culture & Civic Center Divisions, which include the Yuma Civic Center and the Yuma Art Center. This Agreement shall not apply to any other ticketing, event and patron management service Member may utilize for its other departments or divisions. Member shall not directly or indirectly engage any third party to provide services that are the same or similar to those services provided by Vendini hereunder. This exclusive right shall include all future methods and technologies for ticket distribution which may be developed from time to time during the term of this Agreement. Member specifically acknowledges and agrees that this exclusive relationship is an essential element of the agreement with Vendini and that a breach of this provision will result in damages to Vendini, which are impossible to ascertain. Accordingly, if Member violates this Agreement, Member agrees to pay Vendini as liquidated damages and not as a penalty a fee equal to the highest grossing fee month multiplied by the number of months remaining in the applicable term but not less than five-thousand dollars (\$5,000).

6. SIGNATURES

In witness whereof, the parties have hereunto set their hands and seals as of the date set out beneath their respective signatures.

Member Name: _____	Vendini, Inc.
Signed By: _____	Signed By: _____
Authorized Signer's Name: _____	Authorized Signer's Name: _____
Authorized Signer's Title: _____	Authorized Signer's Title: _____
Date: _____	Date: _____

Schedule A – PROFESSIONAL SERVICES AGREEMENT

[See Attached]