

TICKETING SERVICES AGREEMENT ADDENDUM

This document is an Addendum to the Ticketing Services Agreement dated **February 1, 2014** between **CITY OF CLEARWATER, a municipal corporation of the State of Florida, EVENTS AND FESTIVALS DIVISION, of the PARKS AND RECREATION DEPARTMENT, ("THE CLIENT")** with primary offices located at P.O. Box 4748, Clearwater, FL 33758 herein referred to as THE CLIENT and **Intelli-Mark Technologies, Inc, dba ETIX, INC. ("INTELLI-MARK" or "ETIX")**, a Delaware Corporation with primary offices located at 909 Aviation Parkway, suite 900, Morrisville NC 27560.

The following **changes** will be made to the existing Ticketing Services Agreement on the Effective Date. ALL other components of the original agreement will remain intact.

Paragraph IV, A, 2:

For Direct Pull Tickets and all tickets processed through Etix System, sometimes called "box office tickets" (tickets sold by THE CLIENT), THE CLIENT agrees to pay ETIX **zero cents (\$0.00) per ticket**. Pre-printed thermal tickets are available for **zero cents (\$0.00) each** through ETIX. If Special set-ups are required for pre-printed tickets, additional charges may apply. THE CLIENT agrees to pay Bank Charge Card fees associated with Direct Pull Tickets. THE CLIENT agrees to pay all shipping charges associated with the delivery of Direct Pull Tickets.

Paragraph V., D.:

Provided that CLIENT sells 8,000 tickets, priced \$15.00 or more, annually online through the ETIX system, in any given year of the contractual term and also in exchange for inclusion on promotional materials, ETIX will provide sponsorship funds, for each indicated year, throughout the course of the contractual tem, in the following increments:

Year 2	\$0.00
Year 3	\$0.00
Year 4	\$0.00
Year 5	\$0.00

Paragraph V., E.:

ETIX will provide technical support via phone. Separate from this arrangement, provided that CLIENT sells 8,000 tickets, priced \$15.00 or more, online through the ETIX system, in any given year of the contractual term, **Etix will provide 1 support person, on-site for each listed event (names of events subject to change): WILD Splash, Clearwater Sea Blues Festival, Hispanic Heritage Festival, and ESPN Elite Invitational. On-site support for additional event may be discussed**

between Client and Etix to mutually decide on what adequate support is needed. Support staff will arrive 1 day prior to the event, help manage the ticketing system during the event, and help Client staff to understand post-event reports. Otherwise, if CLIENT sells less than 8,000 tickets, priced at \$15,00 or more, in any given year of the contractual term, online through the ETIX system, On-site training and support is available at a rate of \$1800.00 for the first day, \$1000.00 for each additional, consecutive day, during the given year of the contractual term. This price includes transportation, accommodations and meals.

In addition, ETIX and the CLIENT mutually agree:

Etix to provide 1 on-site training session at a date to be mutually determined between Client and Etix.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed.

ETIX, INC.

By Jeff Woronka

Signed:  _____

Date Signed: 12/6/2019

Countersigned:

CITY OF CLEARWATER, FLORIDA

George Cretekos
Mayor

By: _____
William B. Horne, II
City Manager

Approved as to form:

Attest:

Owen Kohler
Assistant City Attorney

Rosemarie Call
City Clerk