



GRANITE SCHOOL DISTRICT  
 2500 South State Street  
 Salt Lake City, Utah 84115-3110

Granite Contract #21-11  
Amendment #1

TO BE ATTACHED TO AND MADE A PART OF the above numbered contract by and between Granite School District (GSD), and, HomeTown Ticketing.

**THE PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:**

- Contract period:**
  - July 1, 2021 (original starting date)
  - June 30, 2022 (current ending date)
  - June 30, 2023 **Amended ending date**
- Effective date:** June 30, 2022

All other conditions and terms in the original contract and previous amendments remain the same.

IN WITNESS WHEREOF, the parties sign and cause the amendment to be executed.

CONTRACTOR		GRANITE SCHOOL DISTRICT	
Contractor's Signature <i>Eamon Fitzpatrick</i>	Date 4/14/2022	School/Department N/A	Date
Print Name Eamon Fitzpatrick		Purchasing/Business <i>Janet Gardner</i>	Date April 14, 2022
Title VP of Business Development			



**GRANITE SCHOOL DISTRICT**  
**2500 South State Street**  
**Salt Lake City, Utah 84115-3110**

1. **CONTRACTING PARTIES:** This contract is between the Granite School District hereafter referred to as GSD, and the following Contractor:

Contractor Name HomeTown Ticketing		Address 1328 Dublin Road, 3 <sup>rd</sup> Floor	City, State and Zip Code Columbus, Ohio 43215
Contact Person Bob Brickley		Telephone Number 1-866-HTT-4TIX	
Legal Status:	Corporation		

2. **GENERAL PURPOSE OF CONTRACT:** Provide online ticketing services for district events.
3. **PROCUREMENT:** This contract is entered into as a result of the procurement process JG21-16 on dated February 17, 2021 fiscal year 2021.
4. **CONTRACT PERIOD:** Effective date 07/01/2021 Termination date 06/30/2022, unless terminated early or extended in accordance with the terms and conditions of this contract.  
 Renewal options - Four (1) one-year options. Maximum length of contract – 06/30/2026.
5. **ATTACHMENT A:** GSD Standard Terms and Conditions for Services  
**ATTACHMENT B:** Hometown Ticketing Service Agreement
6. **DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:**
  - a. Granite School District RFP JG21-16 and HomeTown Ticketing’s Technical and Cost Proposals submitted to the RFP.
  - b. All other governmental laws, regulations, or actions applicable to the goods and/or services authorized by this contract.
  - c. Utah State Procurement Code, and Granite School District Procurement Policy

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR		GRANITE SCHOOL DISTRICT	
Contractor's Signature <i>Lorien Parry Luehrs</i>	Date	Signature <i>Jared Gardner</i>	Date May 26, 2021
Contractor's Name Lorien Parry Luehrs		Name Jared Gardner	
Title President & COO		Title Director of Purchasing	

## ATTACHMENT A: GRANITE SCHOOL DISTRICT STANDARD TERMS AND CONDITIONS FOR SERVICES

This is for a contract for services (including professional services) meaning the furnishing of labor, time, or effort by a contractor.

1. **DEFINITIONS:** The following terms shall have the meanings set forth below:
  - a) **"Confidential Information"** means information that is deemed as confidential under, or protected by applicable state and federal laws, including personal information, student data, and all related metadata. The District reserves the right to identify, during and after this Contract, additional reasonable types of categories of information that must be kept confidential under federal and state laws.
  - b) **"Contract"** means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference. The term "Contract" may include any purchase orders that result from this Contract.
  - c) **"Contract Signature Page(s)"** means the cover page(s) that the District and Contractor sign.
  - d) **"Contractor"** means the individual or entity delivering the Services identified in this Contract. The term "Contractor" shall include Contractor's agents, officers, employees, and partners.
  - e) **"District"** means the Granite School District, in its entirety, including its schools, divisions, departments, authorities, instrumentalities, boards, elected or appointed officers, employees, agents, and authorized volunteers.
  - f) **"Proposal"** means Contractor's response to the District's Solicitation.
  - g) **"Services"** means the furnishing of labor, time, or effort by Contractor pursuant to this Contract. Services include, but are not limited to, all of the deliverable(s) (including supplies, equipment, or commodities) that result from Contractor performing the Services pursuant to this Contract. Services include those professional services identified in Section 63G-6a-103 of the Utah Procurement Code.
  - h) **"Solicitation"** means the documents used by the District to obtain Contractor's Proposal.
  - i) **"Subcontractors"** means subcontractors or subconsultants at any tier that are under the direct or indirect control or responsibility of the Contractor, and includes all independent contractors, agents, employees, authorized resellers, or anyone else for whom the Contractor may be liable at any tier, including a person or entity that is, or will be, providing or performing an essential aspect of this Contract, including Contractor's manufacturers, distributors, and suppliers.
2. **GOVERNING LAW AND VENUE:** This Contract shall be governed by the laws, rules, and regulations of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
3. **LAWS AND REGULATIONS:** At all times during this Contract, Contractor and all Services performed under this Contract will comply with all applicable federal and state constitutions, laws, rules, codes, orders, and regulations, including applicable licensure and certification requirements. If this Contract is funded by federal funds, either in whole or in part, then any federal regulation related to the federal funding, including CFR Appendix II to Part 200, will supersede this Attachment A. Additionally terms 43-48 within this document will also apply.
4. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by the District to Contractor under this Contract. These records shall be retained by Contractor for at least six (6) years after final payment, or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor agrees to allow, at no additional cost, the District, state and federal auditors, and District staff, access to all such records.
5. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
  1. Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  2. Contractor shall require that each of its Subcontractors certify by affidavit, as to their own entity, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws.
  3. Contractor's failure to comply with this section will be considered a material breach of this Contract.
6. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the District, unless disclosure has been made to the District.
7. **INDEPENDENT CONTRACTOR:** Contractor and Subcontractors, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the District.
8. **INDEMNITY:** Contractor shall be fully liable for the actions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the District from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act or negligence of Contractor, its agents, employees, officers, partners, or Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage arising hereunder due to the sole fault of the District. The parties agree that if there are any limitations of the Contractor's liability, including a limitation of liability clause for anyone for whom the Contractor is responsible, such limitations of liability will not apply to injuries to persons, including death, or to damages to property. Nothing in this Agreement shall be deemed as a waiver by any party of the defenses, rights or protections provided by the Utah Governmental Immunity Act (Utah Code Ann. 63G-7-101 et. seq.) nor shall this Agreement be construed with respect to third parties as a waiver of any governmental immunity to which the District is otherwise entitled.
9. **EMPLOYMENT PRACTICES:** Contractor agrees to abide by federal and state employment laws, including: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e), which prohibits discrimination against any employee or applicant for employment or

any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90, which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order, dated December 13, 2006, which prohibits unlawful harassment in the workplace. Contractor further agrees to abide by any other laws, regulations, or orders that prohibit the discrimination of any kind by any of Contractor's employees.

10. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, which amendment will be attached to this Contract. Automatic renewals will not apply to this Contract, even if listed elsewhere in this Contract.
11. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, or proposed for debarment by any governmental department or agency, whether international, national, state, or local. Contractor must notify the District within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during this Contract.
12. **TERMINATION:** This Contract may be terminated, with cause by either party, in advance of the specified expiration date, upon written notice given by the other party. The party in violation will be given ten (10) days after written notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and is subject to the remedies listed below. This Contract may also be terminated without cause (for convenience), in advance of the specified expiration date, by the District, upon thirty (30) days written termination notice being given to the Contractor. The District and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. On termination of this Contract, all accounts and payments will be processed according to the financial arrangements set forth herein for approved Services ordered prior to date of termination.

Contractor shall be compensated for the Services properly performed under this Contract up to the effective date of the notice of termination. Contractor agrees that in the event of such termination for cause or without cause, Contractor's sole remedy and monetary recovery from the District is limited to full payment for all Services properly performed as authorized under this Contract up to the date of termination as well as any reasonable monies owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract. In no event shall the District be liable to the Contractor for compensation for any services neither requested by the District nor satisfactorily performed by the Contractor. In no event shall the District's exercise of its right to terminate this Contract for convenience relieve the Contractor of any liability to the District for any damages or claims arising under this Contract.

13. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** Upon thirty (30) days written notice delivered to the Contractor, this Contract may be terminated in whole or in part at the sole discretion of the District, if the District reasonably determines that: (i) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (ii) that a change in available funds affects the District's ability to pay under this Contract. A change of available funds as used in this paragraph includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or by order of the President or the Governor.

If a written notice is delivered under this section, the District will reimburse Contractor for the Services properly ordered until the effective date of said notice. The District will not be liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of said written notice.

14. **SUSPENSION OF WORK:** Should circumstances arise which would cause the District to suspend Contractor's responsibilities under this Contract, but not terminate this Contract, this will be done by written notice. Contractor's responsibilities may be reinstated upon advance formal written notice from the District.
15. **SALES TAX EXEMPTION:** The Services under this Contract will be paid for from the District's funds and used in the exercise of the District's essential functions as a State of Utah entity. Upon request, the District will provide Contractor with its sales tax exemption number. It is Contractor's responsibility to request the District's sales tax exemption number. It also is Contractor's sole responsibility to ascertain whether any tax deduction or benefits apply to any aspect of this Contract.
16. **CONTRACTOR'S INSURANCE RESPONSIBILITY.** The Contractor shall maintain the following insurance coverage:

- a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
- b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and two million (\$2,000,000.00) aggregate per occurrence.
- c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.
- d. Other insurance policies required in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the District before the Contract may commence. The District reserves the right to require higher or lower insurance limits where warranted. Failure to provide proof of insurance as required will be deemed a material breach of this Contract. Contractor's failure to maintain this insurance requirement for the term of this Contract will be grounds for immediate termination of this Contract.

17. **WORKERS' COMPENSATION INSURANCE:** Contractor shall maintain during the term of this Contract, workers' compensation insurance for all its employees as well as any Subcontractor employees related to this Contract. Workers' compensation insurance

shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed at the statutory limits required by said jurisdiction. Contractor acknowledges that within thirty (30) days of contract award, Contractor must submit proof of certificate of insurance that meets the above requirements.

18. **PUBLIC INFORMATION:** Contractor agrees that this Contract, related purchase orders, related pricing documents, and invoices will be public documents and may be available for public and private distribution in accordance with the State of Utah's Government Records Access and Management Act (GRAMA). Contractor gives the District express permission to make copies of this Contract, related sales orders, related pricing documents, and invoices in accordance with GRAMA. Except for sections identified in writing by Contractor and expressly approved by the Granite School District Purchasing Department, Contractor also agrees that the Contractor's Proposal to the Solicitation will be a public document, and copies may be given to the public as permitted under GRAMA. The District is not obligated to inform Contractor of any GRAMA requests for disclosure of this Contract, related purchase orders, related pricing documents, or invoices.
19. **DELIVERY:** All deliveries under this Contract will be F.O.B. destination with all transportation and handling charges paid for by Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the District, except as to latent defects or fraud. Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract.
20. **ACCEPTANCE AND REJECTION:** The District shall have thirty (30) days after the performance of the Services to perform an inspection of the Services to determine whether the Services conform to the standards specified in the Solicitation and this Contract prior to acceptance of the Services by the District.  
  
If Contractor delivers nonconforming Services, the District may, at its option and at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or reperform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.
21. **INVOICING:** Contractor will submit invoices within thirty (30) days of Contractor's performance of the Services to the District. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to this Contract. The prices paid by the District will be those prices listed in this Contract, unless Contractor offers a prompt payment discount within its Proposal or on its invoice. The District has the right to adjust or return any invoice reflecting incorrect pricing.
22. **PAYMENT:** Payments are to be made within thirty (30) days after a correct invoice is received. All payments to Contractor will be remitted by mail, electronic funds transfer, or the District's Purchasing Card (major credit card). If payment has not been made after sixty (60) days from the date a correct invoice is received by the District, then interest may be added by Contractor as prescribed in the Utah Prompt Payment Act. The acceptance by Contractor of final payment, without a written protest filed with the District within ten (10) business days of receipt of final payment, shall release the District from all claims and all liability to the Contractor. The District's payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any and all claims that the District may have against Contractor. The District will not allow the Contractor to charge end users electronic payment fees of any kind.
23. **TIME IS OF THE ESSENCE:** The Services shall be completed by any applicable deadline stated in this Contract. For all Services, time is of the essence. Contractor shall be liable for all reasonable damages to the District, and anyone for whom the District may be liable as a result of Contractor's failure to timely perform the Services required under this Contract.
24. **CHANGES IN SCOPE:** Any changes in the scope of the Services to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of Services.
25. **PERFORMANCE EVALUATION:** The District may conduct a performance evaluation of Contractor's Services, including Contractor's Subcontractors. Results of any evaluation may be made available to Contractor upon request.
26. **STANDARD OF CARE:** The Services of Contractor and its Subcontractors shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract. Contractor shall be liable to the District for claims, liabilities, additional burdens, penalties, damages, or third party claims (e.g., another Contractor's claim against the District), to the extent caused by wrongful acts, errors, or omissions that do not meet this standard of care.
27. **REVIEWS:** The District reserves the right to perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.
28. **ASSIGNMENT:** Contractor may not assign, sell, transfer, subcontract or sublet rights, or delegate any right or obligation under this Contract, in whole or in part, without the prior written approval of the District.
29. **REMEDIES:** Any of the following events will constitute cause for the District to declare Contractor in default of this Contract: (i) Contractor's non-performance of its contractual requirements and obligations under this Contract; or (ii) Contractor's material breach of any term or condition of this Contract. The District may issue a written notice of default providing a ten (10) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains after Contractor has been provided the opportunity to cure, the District may do one or more of the following: (i) exercise any remedy provided by law or equity; (ii) terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future contracts from the District; or (v) demand a full refund of any payment that the District has made to Contractor under this Contract for Services that do not conform to this Contract.
30. **FORCE MAJEURE:** Neither party to this Contract will be held responsible for delay or default caused by fire, riot, act of God, and/or war which is beyond that party's reasonable control. The District may terminate this Contract after determining such delay will prevent successful performance of this Contract.
31. **CONFIDENTIALITY:** If Confidential Information is disclosed to Contractor, Contractor shall: (i) advise its agents, officers, employees, partners, and Subcontractors of the obligations set forth in this Contract; (ii) keep all Confidential Information strictly

confidential; and (iii) not disclose any Confidential Information received by it to any third parties. Contractor will promptly notify the District of any potential or actual misuse or misappropriation of Confidential Information.

Contractor shall be responsible for any breach of this duty of confidentiality, including any required remedies and/or notifications under applicable law. Contractor shall indemnify, hold harmless, and defend the District, including anyone for whom the District is liable, from claims related to a breach of this duty of confidentiality, including any notification requirements, by Contractor or anyone for whom the Contractor is liable.

Upon termination or expiration of this Contract, Contractor will return all copies of Confidential Information to the District or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall be ongoing and survive the termination or expiration of this Contract.

32. **PUBLICITY:** Contractor shall submit to the District for written approval all advertising and publicity matters relating to this Contract. It is within the District's sole discretion whether to provide approval, which must be done in writing.
33. **INDEMNIFICATION RELATING TO INTELLECTUAL PROPERTY:** Contractor will indemnify and hold the District harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities, and costs in any action or claim brought against the District for infringement of a third party's copyright, trademark, trade secret, or other proprietary right. The parties agree that if there are any limitations of Contractor's liability, such limitations of liability will not apply to this section.
34. **OWNERSHIP IN INTELLECTUAL PROPERTY:** The District and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other, unless otherwise agreed upon by the parties in writing. All deliverables, documents, records, programs, data, articles, memoranda, and other materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this Contract shall be considered work made for hire, and Contractor shall transfer any ownership claim to the District.
35. **WAIVER:** A waiver of any right, power, or privilege shall not be construed as a waiver of any subsequent right, power, or privilege.
36. **ATTORNEY'S FEES:** In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.
37. **PROCUREMENT ETHICS:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, construction, or insurance to the District is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, reward, or any promise thereof to any person acting as a procurement officer on behalf of the District, or to any person in any official capacity participates in the procurement of such supplies, services, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization.
38. **DISPUTE RESOLUTION:** Prior to either party filing a judicial proceeding, the parties agree to participate in the mediation of any dispute. The District, after consultation with the Contractor, may appoint an expert or panel of experts to assist in the resolution of a dispute. If the District appoints such an expert or panel, District and Contractor agree to cooperate in good faith in providing information and documents to the expert or panel in an effort to resolve the dispute.
39. **ORDER OF PRECEDENCE:** In the event of any conflict in the terms and conditions in this Contract, the order of precedence shall be: (i) this Attachment A; (ii) Contract Signature Page(s); (iii) the District's additional terms and conditions, if any; (iv) any other attachment listed on the Contract Signature Page(s); and (v) Contractor's terms and conditions that are attached to this Contract, if any. Any provision attempting to limit the liability of Contractor or limit the rights of the District must be in writing and attached to this Contract or it is rendered null and void.
40. **SURVIVAL OF TERMS:** Termination or expiration of this Contract shall not extinguish or prejudice the District's right to enforce this Contract with respect to any default or defect in the Services that has not been cured.
41. **SEVERABILITY:** The invalidity or unenforceability of any provision, term, or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.
42. **PRICE GUARANTEE, ADJUSTMENTS:** The contract pricing will be guaranteed for the period specified in the original solicitation document. Following the guarantee period, any request for price adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price adjustment must include documentation supporting the request and demonstrating a logical mathematical link between the current price and the proposed price. Any adjustment or amendment to the contract will not be effective unless approved by the Granite School District Director of Purchasing. Granite School District must be given the immediate benefit of any decrease in the market, or allowable discount.
43. **EQUAL EMPLOYMENT OPPORTUNITY:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity.
44. **COPELAND "ANTI-KICKBACK" ACT:** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
45. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** (40 U.S.C.3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C.

3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

46. **CLEAN AIR ACT:** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
47. **Byrd Anti-Lobbying Amendment:** (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
48. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the energy Policy and Conservation Act (42 U.S.C. 6201).
49. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

(Revision date: 21 August 2017)



## ATTACHMENT B

### DIGITAL TICKETING AND EVENT MANAGEMENT SOFTWARE SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made between HomeTown Ticketing, Inc. (hereinafter “HOMETOWN”) and Granite School District (“Client”). For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

#### 1) HOMETOWN DESCRIPTION OF SERVICES

- a) HomeTown will provide a platform to allow Client to make online ticket sales to its customers (“Customers”).
- b) HOMETOWN agrees to provide an online dedicated “box-office” software platform for Client and Client’s departments or teams to access at any time, from any compatible, web-capable device, which will allow relevant personnel to create, manage, and monitor their event ticketing needs. System will enable customers/fans of Client to purchase digital tickets to listed events via Client’s website.
- c) HOMETOWN will provide an online ticketing platform along with cloud hosting, technical services, and support for Clients. HOMETOWN will also provide customer (fan) support if Client’s customers contact HOMETOWN directly.
- d) The current features of HOMETOWN’s platform may be upgraded, altered, amended, revised, or eliminated at HOMETOWN’s reasonable discretion.
- e) HOMETOWN warrants that its online ticketing system will bill customers for ticket sales as directed by the event configuration in the online box office. HOMETOWN shall ensure that the organization receives the full value of all tickets sold for events through its online ticketing system.
- f) HOMETOWN will charge the ticket face value, and the following service and credit card (“CC”) processing fees for online transactions (collectively, the “Fee”): \$1 per-ticket fee + CC fees (currently 2.9% + \$0.30 per-order) directly to the Fan at time of transaction. Point of Sale orders will charge customer the ticket face value + CC fees of 2.7% + \$0.05 per transaction. HomeTown Ticketing does not charge fees on zero-value tickets.
- g) Season Tickets and Passes are personalized and available in both digital format and professionally produced physical cards. The cost of a digital season pass is \$3 (per pass) and professionally printed passes are \$5. Fees for Season Tickets and Passes are passed on to the consumer unless otherwise noted by the Client.

#### 2) STRIPE UTILIZATION

- a) For the term of this agreement, Client agrees to utilize HomeTown’s exclusive payment processing company, Stripe, Inc. in order to provide Client direct access to face value ticket revenue, reporting and PCI compliant financial transaction. Client will set up an account directly with Stripe and hold an independent business relationship with Stripe through independent Terms of Service found at <https://stripe.com/legal>.

#### 3) RELATIONSHIP OF PARTIES

At all times under this Agreement, HOMETOWN shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the parties. HOMETOWN and those within its employ shall not be considered employees of the Client for any purpose whatsoever, nor shall the Client act as, or be held out by the HOMETOWN to be, a “common paymaster” for the employees of the HOMETOWN within the meaning of United States Treasury Regulation §31.3121(s)-1 (Title 26 C.F.R. §31.3121(s)-1).

#### 4) CLIENT RESPONSIBILITIES

- a) Client is responsible for the general operations of their events.
- b) Client is responsible for any refunds and for implementing a refund policy and any event or other policies. These policies must be visible on Client’s website and conveyed to any customers who purchase tickets through the HOMETOWN



platform. HOMETOWN does not provide refunds of any fees, except in the case of full cancellation of an event by the Client due to unforeseen circumstances including natural disaster or COVID-19 protocols. Any other full refunds Client may choose to make to customers will cause the fee to be deducted from Client's account balance to cover the cost of said fees.

- c) Client will be responsible for payment of all such taxes (other than taxes based on HOMETOWN's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services.

## 5) DATA OWNERSHIP

- a) HOMETOWN and Client jointly retain the rights to the ticket sales data in Client's box office and can use this to market to Customers or aggregate the data for statistical purposes during the term of this Agreement.
- b) Upon termination of this Agreement, Client shall receive full rights to all data, including event, customer, and sales records, after the time of termination.
- c) Client grants HOMETOWN limited rights to utilize aggregated (anonymized) data for statistical purposes (including website traffic, total ticket sales and revenue, volume of participating schools and their names, and other aggregate data of similar nature) in its marketing & reporting efforts and to monitor system operations & reliability, which shall survive termination of this Agreement.

## 6) LIMITATION OF LIABILITY

- a) Client agrees to indemnify, defend and hold harmless HTT and its affiliates and their respective directors, officers, employees, successors and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to any Client furnished materials.
- b) HTT agrees to indemnify and hold harmless Client and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to the license or use of the HTT technology by Client in accordance with this Agreement.

## 7) INSURANCE

For as long as HOMETOWN's obligation to indemnify remains in effect, HOMETOWN will maintain comprehensive liability insurance, including product liability coverage, in minimum amounts of One Million Dollars (\$1,000,000) U.S. currency per occurrence and Three Million Dollars (\$3,000,000) U.S. currency in the aggregate, One Million Dollars (\$1,000,000) U.S. currency per occurrence for damage and/or injury to property and Worker's Compensation Insurance as required by law. Such coverage shall be on a date of occurrence form. The insurance coverage required shall be provided by an insurance company or companies with a rating of at least "A" or greater in Best's Insurance Guide. Upon Company's reasonable request, and annually thereafter, upon reasonable request, HOMETOWN shall provide Company with certificates of insurance evidencing such coverage.

## 8) CONFIDENTIALITY

- a) **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- b) **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as required in performance of a Party's obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access

and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.