

County of Albany

112 State Street
Albany, NY 12207



Meeting Agenda

Tuesday, August 25, 2020

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

1. APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

2. AUTHORIZING AN AGREEMENT WITH TICKETMASTER REGARDING THE COMPUTERIZED TICKETING AND DISTRIBUTION SYSTEM FOR THE TIMES UNION CENTER
3. AUTHORIZING A LEASE AGREEMENT FOR THE RENTAL OF CORPORATE SUITE NO. 20 AT THE TIMES UNION CENTER
4. REVIEWING PREVIOUS INCOME STATEMENTS FOR THE TIMES UNION CENTER

County of Albany

112 State Street
Albany, NY 12207



Meeting Minutes

Tuesday, July 28, 2020

5:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

Present: Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien, Christopher H. Smith, Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

1. APPROVING PREVIOUS MEETING MINUTES

A motion was made that the previous meeting minutes be approved. The motion carried by a unanimous vote.

2. LOCAL LAW NO "D" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING LOCAL LAW 3 FOR 2010 AND AUTHORIZING THE COUNTY EXECUTIVE TO NEGOTIATE A LEASE AGREEMENT OF PROPERTY OWNED BY ALBANY COUNTY WITH THE SHAKER HERITAGE SOCIETY NOT TO EXCEED FIFTY YEARS, SUBJECT TO THE APPROVAL OF THE ALBANY COUNTY LEGISLATURE

This Local Law was tabled at the request of the Sponsor.

CURRENT BUSINESS:**3. AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION REGARDING THE CAPITAL DISTRICT TRAILS PLAN IMPLEMENTATION GRANT**

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

4. AMENDING THE 2020 DEPARTMENT OF PUBLIC WORKS BUDGET: CONSOLIDATED LOCAL STREET AND HIGHWAY IMPROVEMENT PROGRAM (CHIPS)

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

5. AUTHORIZING AN AGREEMENT WITH TRACEY ROAD EQUIPMENT, INC. REGARDING THE PURCHASE OF A 2021 WESTERN STAR 4700 DUMPSTER TRUCK

A motion was made to move the proposal forward with a positive recommendation. The motion carried by a unanimous vote.

County of Albany

112 State Street
Albany, NY 12207



Meeting Minutes

Monday, August 10, 2020

6:00 PM

Held Remotely

Public Works Committee

PREVIOUS BUSINESS:

Present: Chairperson Nathan L. Bruschi, Vice Chair Joseph E. O'Brien, Christopher H. Smith, Samuel I. Fein, William Reinhardt, Mickey Cleary, Matthew T. Peter, Paul J. Burgdorf and Jeff S. Perlee

1. LOCAL LAW NO "D" FOR 2020: A LOCAL LAW OF THE COUNTY OF ALBANY, NEW YORK, AMENDING LOCAL LAW 3 FOR 2010 AND AUTHORIZING THE COUNTY EXECUTIVE TO NEGOTIATE A LEASE AGREEMENT OF PROPERTY OWNED BY ALBANY COUNTY WITH THE SHAKER HERITAGE SOCIETY NOT TO EXCEED FIFTY YEARS, SUBJECT TO THE APPROVAL OF THE ALBANY COUNTY LEGISLATURE

A motion was made to move this Local Law forward with a positive recommendation. The motion carried by a unanimous vote.



TIMES UNION CENTER

ALBANY, NEW YORK



AN ~~SMG~~ **ASM** MANAGED FACILITY

51 South Pearl Street Albany, New York 12207 (518) 487-2000 Fax (518) 487-2020

MEMORANDUM

To: Honorable Members – Albany County Legislature
Honorable Albany County Chairman – Andrew Joyce
Honorable Albany County Executive – Daniel McCoy
Honorable Albany County – Deputy County Executive – Daniel Lynch

From: Bob Belber
General Manager

Date: August 19, 2020

Re: Request for Legislative Action – Amendment & Short Extension of Contract
TICKETMASTER L.L.C.
Provider of Ticketing Services at the Times Union Center

The Agreement as authorized pursuant to **Resolution No. 243 for 2010** by and between the County of Albany and Ticketmaster L.L.C. commencing on September 23, 2010 and ending on September 23, 2015. And, pursuant to **Resolution No. 215 for 2015** by and between the same parties, which extended the Agreement from September 23, 2015 thru September 22, 2020; In early 2020 SMG/ASM Global recommended to the Albany County Executive's office that the ticketing service agreement with Ticketmaster following the term of the current agreement should be combined within a much bigger company-wide negotiated deal with Ticketmaster with negotiations leveraged by SMG/ASM Global using its size and number of accounts worldwide (over 325 on five continents) in order to improve the financial arrangements such that Albany County will be able to receive an enhancement and improvement to the bottom line. In early 2020 the County Executive's office asked the Albany County Attorney's office for an opinion on the issue and it was deemed by the County Attorney to be within the scope of SMG/ASM Global's management agreement and permission was granted to include Albany – Times Union Center in the overall negotiations for a master agreement between all SMG/ASM Global and Ticketmaster, which would improve the net funds being distributed back to the Times Union Center while continuing to receive the best quality of ticketing services.

However, due to the delays caused by COVID19, which prevented meetings and travel from taking place the bigger TM contract negotiations were not able to get completed and while the negotiations are continuing now, it is unlikely that an agreement will be in place by September 22, 2020, which is the expiration of the current contract with Ticketmaster for Albany. On August 17, 2020, a representative from Ticketmaster sent us a proposed simple amendment that

will extend the current contract term to December 31, 2020. All current terms and conditions within the TM agreement will remain in effect thru this extended date.

SMG/ASM Global is hereby recommending to Albany County to approve and execute this proposed amendment to the TM contract, which will extend the current Agreement with Ticketmaster L.L.C. from September 22, 2020 thru December 31, 2020. This ticketing company has done a good job of handling all ticketing for events at the arena for the last ten years. By extending the expiration date thru the end of this year, it will enable our company to finalize the best possible terms with Ticketmaster that will keep the quality of services while increasing revenue to Albany County's bottom line.

Given that this is time sensitive, please add this to the agenda for the next available Public Works Committee or Finance Committee meeting.

Sincerely;

A handwritten signature in black ink that reads "Bob Belber". The signature is written in a cursive, slightly slanted style.

Bob Belber
General Manager



Legislation Text

File #: TMP-1843, Version: 1

REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Requesting Authorization to Amend the Albany County/SMG User License Agreement with Ticketmaster L.L.C.

Date: 8/18/2020
Submitted By: Robert Belber
Department: Times Union Center
Title: General Manager
Phone: 518-487-2008
Department Rep.
Attending Meeting: Robert Belber

Purpose of Request:

- Adopting of Local Law
- Amendment of Prior Legislation
- Approval/Adoption of Plan/Procedure
- Bond Approval
- Budget Amendment
- Contract Authorization
- Countywide Services
- Environmental Impact/SEQR
- Home Rule Request
- Property Conveyance
- Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

- Contractual
- Equipment
- Fringe
- Personnel

- Personnel Non-Individual
- Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:

- Change Order/Contract Amendment
- Purchase (Equipment/Supplies)
- Lease (Equipment/Supplies)
- Requirements
- Professional Services
- Education/Training
- Grant
 - Choose an item.
 - Submission Date Deadline Click or tap to enter a date.
- Settlement of a Claim
- Release of Liability
- Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Ticketmaster L.L.C., a Delaware Limited Liability Company
550 W. Van Buren, 13th Floor
Chicago, IL 60607

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: Click or tap here to enter text.
Scope of Services: Second Amendment to the User License Agreement between Ticketmaster L.L.C. and Albany County & SMG, which will extend the current contract term for the period 9/23/2020 thru 12/31/2020. The current agreement expires on 9/22/2020. All terms and conditions of current contract shall remain in force.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes No

If Mandated Cite Authority: Click or tap here to enter text.

Is there a Fiscal Impact: Yes No

Anticipated in Current Budget: Yes No

County Budget Accounts:

Revenue Account and Line: Click or tap here to enter text.

Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: Click or tap here to enter text.

Appropriation Amount: Click or tap here to enter text.

Source of Funding - (Percentages)

Federal: Click or tap here to enter text.

State: Click or tap here to enter text.

County: 100

Local: Click or tap here to enter text.

Term

Term: (Start and end date) 9/23/2020 - 12/31/2020

Length of Contract: ~3 Months

Impact on Pending Litigation Yes No

If yes, explain: Click or tap here to enter text.

Previous requests for Identical or Similar Action:

Resolution/Law Number: Reso 215 for 2015

Date of Adoption: 6/8/2015

Justification: (state briefly why legislative action is requested)

The Agreement as authorized pursuant to Resolution No. 243 for 2010 by and between the County of Albany and Ticketmaster L.L.C. commencing on September 23, 2010 and ending on September 23, 2015. And, pursuant to Resolution No. 215 for 2015 by and between the same parties, which extended the Agreement from September 23, 2015 thru September 22, 2020; In early 2020 SMG/ASM Global recommended to the Albany County Executive's office that the ticketing service agreement with Ticketmaster following the term of the current agreement should be combined within a much bigger company-wide negotiated deal with Ticketmaster with negotiations leveraged by SMG/ASM Global using its size and number of accounts worldwide (over 325 on five continents) in order to improve the financial arrangements such that Albany County will be able to receive an enhancement and improvement to the bottom line. In early 2020 the County Executive's office asked the Albany County Attorney's office for an opinion on the issue and it was deemed by the County Attorney to be within the scope of SMG/ASM Global's management agreement and permission was granted to include Albany - Times Union Center in the overall negotiations for a master agreement between all SMG/ASM Global and Ticketmaster, which would improve the net funds being distributed back to the Times Union Center while continuing to receive the best quality of ticketing services.

However, due to the delays caused by COVID19, which prevented meetings and travel from taking place the bigger TM

contract negotiations were not able to get completed and while the negotiations are continuing now, it is unlikely that an agreement will be in place by September 22, 2020, which is the expiration of the current contract with Ticketmaster for Albany. On August 17, 2020, a representative from Ticketmaster sent us a proposed simple amendment that will extend the current contract term to December 31, 2020. All current terms and conditions within the TM agreement will remain in effect thru this extended date.

SMG/ASM Global is hereby recommending to Albany County to approve and execute this proposed amendment to the TM contract, which will extend the current Agreement with Ticketmaster L.L.C. from September 22, 2020 thru December 31, 2020. This ticketing company has done a good job of handling all ticketing for events at the arena for the last ten years. By extending the expiration date thin the end of this year, it will enable our company to finalize the best possible terms with Ticketmaster that will keep the quality of services while increasing revenue to Albany County's bottom line.

Given that this is time sensitive, please add this to the agenda for the next available Public Works Committee or Finance Committee meeting.

AMENDMENT TO AGREEMENT BY AND
AMONG THE COUNTY OF ALBANY, SMG,
AND TICKETMASTER L.L.C.
PURSUANT TO RESOLUTION NO. 215 of 2015
AMENDING THE DULY EXECUTED AGREEMENT AMONG THE PARTIES
PURSUANT TO RESOLUTION No. 243 of 2010

This is an Amendment to an Agreement by and among the County of Albany (hereinafter called "the County" or "the Owner"), a municipal corporation duly organized under the laws of the State of New York, SMG, a Pennsylvania general partnership as managing agent for the County at the Times Union Center, and Ticketmaster L.L.C., a Virginia limited liability company for a computerized ticketing and distribution system for the civic center.

It is hereby agreed among the County of Albany, SMG and Ticketmaster. L.L.C., as follows:

1. That except as amended or revised by this AMENDMENT to the original Agreement, for a computerized ticketing and distribution system for the civic center that was fully executed by and among the parties hereto, shall remain in full force and effect. The original Agreement was adopted pursuant to Resolution No. 243 for 2010.

2. That Article 2 (a) of the Agreement: Term of the Agreement, is amended to reflect that the parties mutually agree renew the Agreement for an additional period of five (5) years. The amended Agreement shall begin effective September 23, 2015 and shall continue through September 22, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT to the Agreement on the dates set forth.


COUNTY OF ALBANY

DATED: _____

Daniel P. McCoy
County Executive

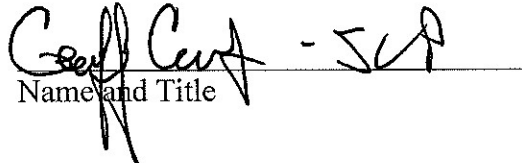
or

DATED: 8/7/15


Philip F. Calderone
Deputy County Executive

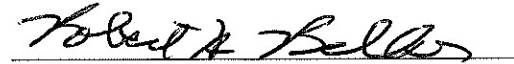
TICKETMASTER, L.L.C.

DATED: 7-28-15


Name and Title

SMG

DATED: 7-30-15


Robert H. Belber
General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Los Angeles }

On July 28, 2015 before me, Maria Hernandez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Geoff Corras
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Place Notary Seal Above

Signature Maria Hernandez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document Resolution No. 215 of 2015

Title or Type of Document: Amendment to Agreement - Albany County, SWS & Ticketmaster, LLC.

Document Date: July 21, 2015 Number of Pages: 2

Signer(s) Other Than Named Above: W/K

Capacity(ies) Claimed by Signer(s)

Signer's Name: Geoff Corras

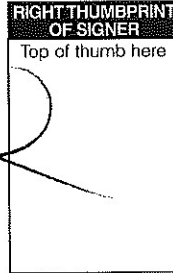
- Individual
- Corporate Officer — Title(s): SVP, Venues & Promoter
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: Ticketmaster, LLC.

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the ___ day of _____, 2015, before me, the undersigned, a notary public in and for the state, personally appeared Daniel P. McCoy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 7th day of August, 2015, before me, the undersigned, a notary public in and for the state, personally appeared Philip F. Calderone, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

NOTARY PUBLIC
EUGENIA K. CONDON
Notary Public, State of New York
No. 4969817
Qualified in Albany County
Commission Expires July 23, 2018

STATE OF NEW YORK)
COUNTY OF ALBANY) SS.:

On the 30th day of July, 2015, before me, the undersigned, a notary public in and for the state personally appeared Robert H. Belber, G.M. of the T.U.Center, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or, the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

JOHN E. MANEY
NOTARY PUBLIC STATE OF NEW YORK
ALBANY COUNTY, LIC. #02MA4924423
COMM. EXP.

March 20, 2018

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2015, before me, the undersigned, a notary public in and for the state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

STATE OF _____)
COUNTY OF _____) SS.:

On the ____ day of _____, 2015, before me, the undersigned, a notary public in and for the state, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the attached instrument and acknowledged to me that s/he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon whose behalf the individual acted, executed the instrument.

NOTARY PUBLIC

2015 MAY 13 AM 9 52

FOR COUNSEL USE ONLY	
Date Received:	_____
Received by:	<i>[Signature]</i>
Method: Hand:	_____
Courier:	_____
Mail:	_____

REQUEST FOR LEGISLATIVE ACTION

RLA #1342: Contract authorization for ticket sales

DATE: Thursday, May 07, 2015

DEPARTMENT: Management & Budget

Contact Person: David Reilly, Sr. Budget Analyst

Telephone: 518-447-7034

Dept. Representative Attending Committee Meeting: John Evers, Director

PURPOSE OF REQUEST:

- Adopting of Local Law _____
- Amendment of Prior Legislation _____
- Approval/Adoption of Plan/Procedure _____
- Bond Approval _____
- Budget Amendment (see below) _____
- Contract Authorization (see below)
- Environmental Impact _____
- Home Rule Request _____
- Property Conveyance _____
- Other: (State briefly if not listed above) _____

CONCERNING BUDGET AMENDMENTS

STATE THE FOLLOWING:

Increase Account/Line No. _____

Source of Funds: _____

Title Change: _____

CONCERNING CONTRACT AUTHORIZATION

STATE THE FOLLOWING:

TYPE OF CONTRACT:

- Change Order/Contract Amendment _____
- Purchase (Equipment/Supplies) _____
- Lease (Equipment/Supplies) _____
- Requirements Professional Services
- Education/Training _____
- Grant: _____
- New _____
- Renewal _____
- Submission Deadline Date _____
- Settlement of a Claim _____
- Release of Liability _____
- Other: (State briefly) _____

CONCERNING CONTRACT AUTHORIZATION (Cont'd)
STATE THE FOLLOWING:

Contract Terms/Conditions:

Party (Name/Address)	Ticketmaster LLC 550 W Van Buren, 13th Floor Chicago, IL 60607
Amount/Raise Schedule/Fee	\$632,650.44
Scope of Services	Resolution 243 of 2010 authorized the award of a five year contract with Ticketmaster to provide comprehensive ticketing services. This contract will be up for renewal in the near future and we would prefer to stay with the existing vendor and continue this mutually beneficial relationship by exercising the previously agreed upon 5 year renewal term.

Contract Funding:

Bond Res. No.:	_____
Date of Adoption:	_____

CONCERNING ALL REQUESTS:

Mandated Program/Service:	No
If Mandated Cite: Authority	_____
Anticipated in Current Adopted Budget	Yes

County Budget Accounts:

Revenue	_____
Appropriation	_____

Fiscal Impact - Funding: (Dollars or Percentages)

Federal	_____
State	_____
County	_____
Local	_____

Term/Length of Funding:	60 Months (9/23/2015 - 9/22/2020)
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<u>Impact on Pending Litigation</u>	No
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If yes, please explain: _____

Previous Requests for Identical or Similar Action

Resolution/Law Number	_____
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Date of Adoption	_____
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Justification: (State briefly why legislative action is requested)

Ticketmaster is the biggest and most reliable ticketing company in the United States. The programs that are available to service the Siena Basketball team and Albany Devils season ticket holders has been extremely effective. The marketing arm of Ticketmaster with extensive data and reach to hundreds of thousands of email addresses in the Upstate NY Region has greatly helped us sell tickets and the service provided to our box office has been very reliable and expeditious when problems have occurred. Over the previous five years the average annual revenue has been \$632,650.44. Included in the attachments for the RLA are the factors that go into calculating that amount.

LICENSED USER AGREEMENT

THIS LICENSED USER AGREEMENT (this "Agreement") is made and entered into as of August 27, 2010 and is effective as of 5:01pm on September 23, 2010 ("Effective Date"), by and among Ticketmaster L.L.C., a Delaware limited liability company ("Ticketmaster"), the County of Albany, New York ("Owner"), the owner of the Facility, and SMG, a Pennsylvania general partnership, as agent for the Owner. (SMG and the Owner are collectively referred to as the "Principal").

WITNESSETH:

Ticketmaster provides comprehensive ticketing services for entertainment facilities and events, and maintains a distribution network for the sale of tickets to the public, via any and all means and methods, including the TM System. SMG has the right to manage, operate and promote the Facility pursuant to a Management Agreement with the Owner, as agent for the Owner.

Principal desires to engage Ticketmaster, and Ticketmaster desires to be engaged, to sell Tickets for Attractions pursuant to the terms and conditions of this Agreement.

In consideration of the foregoing and the mutual promises and covenants set forth herein, the parties, intending to be legally bound, hereby agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the respective meanings indicated below unless the context otherwise requires:

- (a) "Account Balance" is defined in Section 13(b) hereof.
- (b) "AccountManager" means the Ticketmaster AccountManager software and hosting services that allow Subscribers to manage their Season/Contract Ticket accounts.
- (c) "Archtics" means Ticketmaster's software that delivers extensive season, miniplan and single ticket functionality in connection with the Ticketmaster host system and distribution channels for inventory control by Ticketmaster and Principal.
- (d) "Archtics Transaction Fees" means the amounts Ticketmaster charges for certain Products transactions as described in Section 6.
- (e) "Attraction" means a concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility; provided, however, that events for which there is no performance and no charge for admission (e.g., private catered events that utilize all or part of the Facility) are specifically excluded.
- (f) "Attraction Taxes" means any and all sales, amusement, admissions and other taxes, charges, fees, levies or other assessments measured by reference to a charge per Ticket sold or determined based upon the purchase price of a Ticket assessed by federal, state, county, municipal or other governmental or quasi-governmental authorities as a result of, or in connection with, any Attraction, including Principal Taxes and Ticketmaster Taxes as further

described below. To the extent such taxes relate to the Ticket Receipts and funds paid or owed to Principal under this Agreement such portion of Attraction Taxes may also be referred to herein as Principal Taxes, and to the extent such taxes relate to the Convenience Charges and other amounts collected and retained by Ticketmaster under this Agreement, such portion of Attraction Taxes may also be referred to herein as Ticketmaster Taxes.

(g) "Auction Base" means the Face Value of a Ticket plus the related Convenience Charge for such Ticket (which Convenience Charge shall be subject to Royalty payments as set forth in Section 4(a)).

(h) "Auction Fee" means the amount Ticketmaster charges the customer to sell Tickets via a Ticketmaster online auction.

(i) "Auction Lift" means the difference between the ultimate price a consumer pays for a Ticket sold via a Ticketmaster online auction less the Auction Base.

(j) "Cancelled Attraction" is defined in Section 13(b) hereof.

(k) "Chargebacks" is defined in Section 13(c) hereof.

(l) "Convenience Charge" means the per Ticket amount charged by Ticketmaster to a consumer for the convenience of purchasing Tickets through the TM System as set forth in Section 3(b) hereof.

(m) "Deficiency Amount" is defined in Section 13(d) hereof.

(n) "Delivered E-mails" means all e-mails generated by Principal using Ticketmaster MailManager that are not indicated as having been returned to Principal as "undeliverable" in Ticketmaster's records.

(o) "Event of Default" is defined in Section 10(a) hereof.

(p) "Face Value" means the face price of a Ticket as determined by Principal, which shall be inclusive of all applicable Attraction Taxes and Facility, parking and similar fees.

(q) "Facility" means the venue located at 51 South Pearl Street, Albany, NY 12207 and currently known as Times Union Center.

(r) "Facility Box Office" means the Facility's Ticket sales location that is operated by Principal and located at the Facility.

(s) "Facility Website" means an Internet website(s) owned and/or operated and maintained by Principal pertaining solely to the Facility (and not any other website maintained by SMG or Owner generally or for other public assembly facilities managed by SMG or Owner), as the same may be modified from time to time, and any successor format of the same.

(t) "GroupManager" means the Ticketmaster GroupManager software and hosting services that allow Principal and Principal's customers to manage their group ticket experience.

(u) "Group Sales" means sales of Tickets to one person, on behalf of a group of at least ten (10) people to attend an Attraction as a group, and not to attend individually or to purchase Tickets with the intent to resell such Tickets.

(v) "Hardware" means all of that certain computer hardware, communications equipment, terminals and hook-ups (including replacements thereof) listed with particularity on Exhibit B, which is attached hereto and incorporated herein by this reference, or otherwise supplied by Ticketmaster to Principal at any time during the Term of this Agreement, but excluding (i) any computer hardware, communications equipment, terminals and hook-ups purchased by Principal to provide the connectivity to and interfacing with the TM System required under this Agreement, and (ii) any computer hardware, communications equipment, terminals and hook-ups purchased by Principal from Ticketmaster.

(w) "Hosted Platform" shall mean the equipment, operating system, hardware and software specifications, and networking environment on and with which the TM System and Software are hosted by Ticketmaster, and additions or replacements to the foregoing which may be implemented by Ticketmaster in accordance with the terms of this Agreement.

(x) "House Seats" means Tickets that are provided or held by Principal (e.g., complimentary, band holds and venue holds) to the promoter or presenter of an Attraction, the performing act or event or members thereof, or their managers or agents, or to others for legitimate promotional or business purposes, including for distribution through legitimate fan clubs in accordance with current Ticketmaster guidelines (i.e., fan club holds) (collectively, "House Seat Recipients"); provided, however, that at no time shall such Tickets be sold or issued to the general public and provided further that House Seats shall not include Tickets provided to fan clubs or similar organizations.

(y) "Inside Charges" means the amounts Ticketmaster charges the Ticket purchaser to sell, issue and process Tickets utilizing the TM System under this Agreement.

(z) "Interface Page" means a co-branded web page interface for use with Software transactions designed, created and maintained by Ticketmaster to have, in general, the look and feel of Principal's Website and hosted on Ticketmaster's web servers.

(aa) "Internal Ticket Forwarding" means the ability of Principal to forward a reasonable number of House Seats Tickets (other than Tickets for fan clubs) directly from Archtics to a recipient with a valid email address.

(bb) "Internet Sales" means all sales of Tickets over the Internet or any other means of interaction with the TM.com Website.

(cc) "MailManager" means the Ticketmaster MailManager software and hosting services that allows Principal to build a permissible marketing database and supports targeted, trackable direct email communication to Principal's customers.

- (dd) "Material Financial Event" is defined in Section 13(d) hereof.
- (ee) "MiniPlan Tickets" means specifically designated Tickets sold directly by Principal to a single consumer on an annual or season basis across a set of at least two (2) Attractions.
- (ff) "On-Sale Date" is defined in Section 8(d) hereof.
- (gg) "Outlet" means a retail Ticket selling agency (other than the Facility Box Office) where Tickets for an Attraction are made available and offered for sale to the public through the TM System.
- (hh) "Principal's Website" means an Internet website(s) owned, operated and maintained by Principal, which shall contain links to the Interface Page.
- (ii) "Processing Fee" means the per order amount charged by Ticketmaster to a consumer for purchasing Tickets via Internet Sales or Telephone Sales.
- (jj) "Products" means the additional ticket sales software and Internet-based premium Ticketmaster products indicated with an X in Section 6 hereof.
- (kk) "Season/Contract Tickets" means specifically designated Tickets sold directly by Principal on an annual basis across all Attractions or across a category of Attractions (i.e., luxury suites, club level seats and season tickets).
- (ll) "Sellable Capacity" means the number of Tickets that can be sold for an Attraction other than Season/Contract Tickets.
- (mm) "Set-Up Information" is defined in Section 8(d) hereof.
- (nn) "Software" means Ticketmaster's ticketing system software known and marketed as Ticketmaster Classic, Ticketmaster AccessManager, TM Charge, the Products and any new versions thereof that are provided to Principal by Ticketmaster.
- (oo) "Subscribers" means any person who holds an account on Principal's AccountManager.
- (pp) "Telephone Sales" means all sales of Tickets through the TM System by telephone, interactive voice response (IVR) and similar means.
- (qq) "Term" is defined in Section 2 hereof.
- (rr) "Third Party Provider" is defined in Section 5(c) hereof.
- (ss) "Ticket" means a printed, electronic or other type of evidence of the right, option or opportunity to occupy (i) space at or to enter or attend an Attraction or Attractions, including, without limitation, tickets printed via *ticketFast*TM at home or elsewhere by the

purchaser even if not evidenced by any physical manifestation of such right, such as a "smart card."

(tt) "ticketFast Delivery Fee" means the per order amount charged by Ticketmaster to a consumer for electing to have Tickets delivered via Ticketmaster's *ticketFast*TM print at home service.

(uu) "Ticket Forwarding" means the ability of Subscribers to forward Tickets purchased through AccountManager to a recipient with a valid email address.

(vv) "Ticket Forwarding Fee" means amounts Ticketmaster charges Subscribers for authentication and delivery of Tickets sent via Ticket Forwarding.

(ww) "Ticketmaster AccessManager" means the Ticketmaster AccessManager software which interfaces with the TM System to facilitate certain reporting systems and to provide various enhanced services to the patron admissions process through the use of bar codes or other media printed on Tickets.

(xx) "Ticket Receipts" means the Face Value of a Ticket less the applicable Inside Charge.

(yy) "TM Charge" means the credit card processing system within the TM System that utilizes the global banking association networks to authorize credit card purchases of Tickets to Attractions sold by Ticketmaster at Outlets, via Telephone Sales or Internet Sales, or sold by Principal from the Facility Box Office as permitted under this Agreement.

(zz) "TM.com Website" means any Internet websites owned, operated and maintained by Ticketmaster, as the same may be modified from time to time, and any successor format of the same and any ticketing property, feature, or product acquired by Ticketmaster or its affiliates that may become available subsequent to the Effective Date, including, without limitation, any co-branded versions and any version distributed through any broadband distribution platform or through any platform or device including television, broadband and wireless technologies.

(aaa) "TM System" means the Hardware, Software, TM.com Website, related procedures and personnel, and repair and maintenance services established and maintained by Ticketmaster and its affiliates for the purpose of selling, distributing, auditing and controlling the sale of Tickets for Attractions, including, without limitation, at Outlets, by Internet Sales and by Telephone Sales.

2. Term of Agreement.

(a) The initial term of this Agreement shall begin on the Effective Date and shall continue through September 22, 2015 (the "Initial Term"). This Agreement may be renewed for an additional period of five (5) years, provided that the parties mutually agree to the terms in effect during such renewal term no later than one hundred twenty (120) days prior to the end of the Initial Term. The Initial Term and such renewal term, if applicable, shall be hereinafter the "Term." Each twelve (12) month period commencing on September 23 and

continuing through the following September 22 shall be a "Contract Year" as such term is used herein.

(b) Upon the expiration or termination of this Agreement (where Ticketmaster's services hereunder are not renewed or extended) and upon the request of Principal, Ticketmaster shall cooperate with Principal for a period not to exceed sixty (60) days in order to have a smooth transition of such services to such successor ticketing company; provided, however, such cooperation shall not result in the disclosure of any confidential or proprietary information relating to Ticketmaster's business or systems to any third party.

3. **Compensation.** In consideration for the license by Ticketmaster of the Hardware and Software to Principal, the license by Ticketmaster to Principal of the right to deeplink to the TM.com Website granted herein, and Ticketmaster's continuing services to be performed in connection herewith, Ticketmaster shall be entitled to receive the fees and compensation described herein. Principal consents to the imposition of the charges described herein on all Tickets purchased through the TM System hereunder. Those fees and compensation that are owed by Principal may be deducted by Ticketmaster from the Ticket Receipts (or the Face Value with respect to Inside Charges) collected by Ticketmaster on behalf of Principal under the settlement procedures described in Section 13 hereof.

(a) **Inside Charges:** Ticketmaster shall be entitled to assess and receive from gross Ticket proceeds collected by it on behalf of Principal an Inside Charge with respect to each Ticket sold through Outlets, Telephone Sales and Internet Sales. The amount of the Inside Charge shall initially be as follows:

Type of Transaction	Inside Charge
Outlet Sales	\$0.00 per Ticket
Telephone Sales and Internet Sales	Credit card fees set forth in Section 3(c) below
Other Tickets (including complimentary Tickets) printed by or on behalf of Principal	\$0.00 per Ticket

The amount of Inside Charges owed by Principal to Ticketmaster shall be deducted from the Face Value collected by Ticketmaster on behalf of Principal in the manner provided in Section 13 hereof.

(b) **Convenience Charge (Per Ticket or Per Parking Pass):** Ticketmaster shall assess a Convenience Charge against purchasers of Tickets for Tickets sold by Ticketmaster via the TM System. The amount of the Convenience Charge for each applicable category of Ticket sale shall initially be as follows: