

Image Masters Online Ticket Purchasing Services Agreement

THIS AGREEMENT FOR TICKET PURCHASING SERVICES ("Agreement") is made by and between Image Masters, INC., a Colorado company, with a principal place of business in Platteville, CO ("Company," "IM," "We," "Us," or "Our"), which is in the business of providing online reservations, tickets, memberships, certificates, admissions, and/or confirmations that allow Customers access to, or participation in, events, venues and other activities (collectively, "Event") and You a person, organization, or other entity (herein after referred to as "Client") who wishes to contract with IM to provide online ticketing sales services as for the

_____ Event, held _____.

The parties hereby agree as follows:

Image Masters's Obligations: Image Masters agrees to host and manage a shopping cart on a secure server that will provide Client's customers with the ability to purchase tickets online to Client's event(s) and shows. Image Masters agrees to handle all online credit card charges for tickets and to remit Ticket Sales Proceeds, hereinafter defined, to the Client as agreed upon in Clause 4 (labeled 'Remittance') herein.

Client's Obligations: Client agrees to provide Image Masters with all event or show information, including performance dates, times, locations, ticket prices and logo and to notify Image Masters of any changes to such information on a timely basis. In addition, Client agrees to honor all tickets purchased through IM's online ticketing system and to grant ticket purchaser access to the event as defined on the purchased ticket.

Set Up Fee: Image Masters will waive all technical set up fees for the Client's events for which Image Masters provides ticket printing services.

Remittance: Client shall confirm via email that performances have taken place as scheduled. Image Masters shall receive and collect proceeds of sales made through its website and shall remit Ticket Sales Proceeds of such sales by bank check to the Client on the first Wednesday after completion of the event and receipt of email confirmation referred to above. Ticket Sales Proceeds shall mean the face amount of the ticket, less credit card processing fees. Image Masters's per ticket Service Charge to the consumer and Processing Charges paid by the consumer.

Fees will be as follows:

<u>Credit Card Processing Fees:</u>	Of Gross Sales
<u>Ticket Service Charges:</u>	Per Ticket
<u>Order Processing Fee:</u>	Per Transaction (Each transaction has a single confirmation #)

Closing or Cancellation of Event or Show: The Client hereby specifically indemnifies and agrees to hold and save Image Masters harmless from and against any third party claims, expenses or damages for refunds for tickets heretofore or hereafter sold to a future show or event, should the event or show terminate or cancel prior to the performance for which tickets were sold. Client alone shall bear the ultimate responsibility for the closing or cancellation of the event. Image Masters shall have the right to retain any Service Charges imposed on the sale of tickets prior to any such closing or cancellation.

Credit Card Charge Backs

Client understands that they will ultimately be liable for any and all credit card or bank account debit “charge backs” made by a Ticket Buyer or the credit card processing provider. In the event IM receives notification of a charge back from credit card processor or processing bank, IM will contact Client to resolve the issue within 24 hours of such notification. Client agrees to provide IM any pertinent information that credit card processor or processing bank may request to assist IM in resolving all charge backs. If IM is unsuccessful in reversing any charge back, Client will be responsible for reimbursing IM for all costs, fees and charge back amounts incurred by IM. In addition, IM may at their sole discretion also charge Client an additional charge back fee of \$35.00.

Taxes: If at any time hereafter, any tax becomes due at the time of, or with respect to, the sale of a ticket, the parties shall agree on the procedures to be followed for the collection and remittance of such tax, and Image Masters shall have no other responsibility therefore. In addition to any general indemnification provision herein, the Client shall pay to Image Masters, or shall reimburse Image Masters and shall hold Image Masters harmless for, and with respect to, any and all sales, entertainment or use taxes measured or based on tickets sold, gross revenues collected, or on the value of any materials or services furnished by Image Masters pursuant hereto.

Warranties: Image Masters provides no warranty that the service will be uninterrupted or error free or that any information, software or other material accessible on the service is free from viruses or other harmful components. Under no circumstances shall Image Masters be liable for any direct, indirect, special, punitive, or consequential damages that result in any way from the use of or inability to use the service, or for third parties’ use of the service or that result from mistakes, omissions, interruptions, deletion of files, errors, defects, delays in operation or transmission, or any failure of performance. If the Client is dissatisfied with Image Masters service or any of its terms, conditions, rules, policies, guidelines, or practices, the sole and exclusive remedy is to discontinue using the service.

Indemnification: Client will indemnify and hold Image Masters harmless from any and all actions, suits, proceedings, judgments, demands, claims, liabilities, losses or expenses whatsoever (including reasonable attorney’s fees) incurred in connection with or arising from the negligent action or inaction of the Client, or resulting from the Client’s failure to adhere to the terms hereof.

Claims Against Ticket Sales Proceeds: In the event a claim is presented by a third party to Image Masters against any or all of the Ticket Sales Proceeds being held at the time by Image Masters for the account and benefit of the Client, Image Masters may, at its sole discretion, withhold remittance to the Client of such Ticket Sales Proceeds until such time as its claim is withdrawn, disposed of or otherwise compromised to the satisfaction of Image Masters.

Termination of Agreement: This Agreement may be terminated with 60 days written notice by either party. Governing Law and Jurisdiction of Disputes. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Colorado as its applies to a contract made and performed in such state, without giving effect to principles of conflicts of laws.

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF ITS PROVISIONS AND THAT I AGREE TO BE FULLY BOUND BY THE SAME.

CLIENT

Company Name: _____

By: _____

Its: _____

Date: _____ 2011

Please sign and fax this document to 800-988-9252