



THIS AGREEMENT is made by and between WOLFE DIVERSIFIED INDUSTRIES, INC., D/B/A ESC PROMOTIONS (hereafter, "ESC") and \_\_\_\_\_ (hereafter, the "School System").

WHEREAS, ESC has expertise in on-line ticket sales for high school sports events; and

WHEREAS, the School System desires to enter into an agreement with ESC, and ESC desires to enter into an agreement with the School System concerning on-line ticket sales.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, ESC and the School System agree as follows:

1. Commencing \_\_\_\_\_, 20\_\_, ESC shall administer on-line ticket sales to sports events for the School System.
2. ESC shall process all on-line payments for tickets sold for the School System's sports events. ESC shall be entitled to add a seventy-five cent (\$0.75) transaction fee for each ticket sold on-line.
3. All credit cards will be processed via the ESC merchant services account.
4. Proceeds from on-line ticket sales, less the transaction fee referred to above, shall be transmitted to the School System electronically at periodic intervals as mutually agreed by ESC and the School System.
5. Reports will be available to the school online, which shall show total on-line tickets sold, total on-line tickets scanned, total paper tickets scanned, and such other pertinent information as agreed to by ESC and the School System.
6. This Agreement shall apply to the \_\_\_\_\_ school year, and shall automatically renew for subsequent school years unless either party notifies the other party, in writing, not later than July 1, that it elects not to renew this Agreement for the next school year.
7. For notification purposes, and to transmit information, the parties' contact information is as follows:

a. ESC Promotions  
 ATTN: Accounting  
 924 Meridian Street, Anderson IN 46016  
 (888) 478-5273  
 (765) 683-9375  
 chad.wolfe@escpromotions.com

b. Name of School System: \_\_\_\_\_  
 ATTN: \_\_\_\_\_  
 Street Address: \_\_\_\_\_  
 Telephone Number: \_\_\_\_\_  
 Fax Number: \_\_\_\_\_  
 E-mail Address: \_\_\_\_\_





8. Upon breach of this Agreement, the non-breaching party shall have the right to enforce this Agreement by an action at law or equity, and shall be entitled to recover reasonable fees and costs for any court proceedings and alternative dispute proceedings. In addition, each party shall indemnify and hold harmless the other party from any claims, costs, or expenses, including reasonable attorney fees, that relate to the indemnifying party's performance hereunder.

9. This Agreement shall be construed according to the laws of the State of Indiana. This Agreement constitutes the entire agreement of the parties, and there are no verbal or side agreements. This Agreement shall inure to the benefit of and be binding on the parties' successors and assigns.

IN WITNESS WHEREOF, Wolfe Diversified Industries, Inc., d/b/a ESC Promotions and \_\_\_\_\_ have executed this On-Line Ticketing Agreement on the dates set opposite their respective signatures, effective on the date last signed.

**WOLFE DIVERSIFIED INDUSTRIES, INC.,  
D/B/A ESC PROMOTIONS**

Date: \_\_\_\_\_  
By: **Chad Wolfe, President**

**(“SCHOOL SYSTEM”)**

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Name Printed: \_\_\_\_\_  
Title: \_\_\_\_\_

