



Event: _____

Date: _____

Time: _____ (“Event”)

CO-PROMOTIONAL AGREEMENT

The Co-Promotional Agreement is made this _____ day of _____, 2025, by and between the Board of Park Commissioners for the City of Fort Wayne (“VENUE”) and _____ (“PROMOTER”).

WHEREAS, Venue and Promoter have identified the terms and conditions under which each will work to promote and support the successful production of the above referenced Event; and

WHEREAS, Venue and Promoter wish to memorialize these terms in writing in order to ensure that each party understands and agrees to the stated terms;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, Venue and Promoter agree as follows:

1. TERM: The Term of this Agreement shall begin on the date it is signed by both parties and terminate ten (10) days after Settlement of costs and revenue.

2. TICKETING:

- All ticket sales for the Event shall be conducted exclusively through the Venue’s box office utilizing the Venue’s designated ticketing system.
- Promoter shall not sell, distribute, or otherwise authorize the sale of tickets through any other system, platform, or outlet without the prior written approval of Venue.
- Venue shall provide Promoter with full access to ticketing reports, including but not limited to: sales by price level, paid vs. complimentary tickets, gross and net revenues, facility fees, and ticketing charges.
- Reports shall be made available on a real-time basis through the ticketing system and shall also be provided as part of the final settlement package.
- Each party shall be allotted up to fifty (50) Complimentary Tickets per Event.
- All Complimentary Ticket lists must be submitted to the Venue no later than 48 hours prior to the Event, in accordance with Venue policy.
- Any unused Complimentary Ticket allotments shall expire at 7:30 p.m. on the day of the Event and may not be redeemed thereafter.

- Complimentary Tickets must be processed exclusively through the Venue's ticketing system to ensure accurate accounting and entry control.
- Complimentary Tickets shall not count toward sales thresholds, settlement calculations, or any revenue splits.

Ticketing Fees

"Ticketing Fees" including all service charges, convenience fees, credit card fees, handling charges, and other ticket-related surcharges assessed in connection with ticket sales shall be retained solely by Venue and/or Venue's ticketing provider and shall not be included in Gross Box Office Receipts or shared revenue calculations.

- 3. EXPENSES:** Venue and Promoter shall each be responsible for one-half of all mutually approved expenses. Mutually approved expenses include but are not limited to Hard Expenses. Hard Expenses shall be defined as Artist Fees, production costs and labor, equipment rentals, backline rentals, marketing and advertising, lodging, hospitality, ground transport, runner fees, cleaning fees, licensing, security, and credit card processing fees.

Any Hard Expenses in addition to those listed above must be approved in writing, by the parties, prior to the expenditure. Only those expenses included in the definition of Hard Expenses and/or agreed upon by both parties in writing shall be considered Hard Expenses for which the parties shall each be 50% liability.

Additional Expenses Not Subject to 50% Liability:

- **Box Office Fee:** Any flat or per-event administrative charge assessed by the Venue for managing ticket sales, including handling comp tickets, processing payments, and customer service support.
- **Facility Fee:** A per-ticket charge (currently \$4.00 per ticket) assessed by the Venue and retained 100% by Venue. The Facility Fee is excluded from Gross Box Office Receipts and revenue splits.
- **Net Alcohol Sales:** The total gross revenue from alcoholic beverage sales at the Event, less direct expenses actually incurred by the Venue for product costs, staffing, POS/credit card fees, applicable taxes, and mandatory gratuities or tip-outs. No other overhead or administrative expenses may be deducted.
- **Promoter Bump:** An additional per-ticket charge (capped at \$3.50 per ticket non PBO) retained solely by the Promoter, not included in revenue splits.
- **Soft Expenses:** Non-shared costs including Venue overhead, Venue rent and/or Venue-owned equipment not billed to the show, and Marketing Trade Dollars.

- 4. REVENUE:** Revenue shall include Gross Box Office Receipts which is the total gross revenue from all Tickets Sold for the Event, excluding Ticketing Fees and Facility Fees, less Venue expenses and Artist fees, presales, VIP, Ticketmaster rebates, Net bar commissions, and merchandise.

Merchandise shall be split as follows: Venue commission (80/20 soft goods, 90/10 media/digital), net proceeds 50/50.

Concessions: 100% retained by Venue.

Net Alcohol Sales: For purposes of this Agreement, "Net Alcohol Sales" shall mean the total gross revenue from alcoholic beverage sales at the Event, less the following direct expenses actually incurred by Venue in connection with alcohol service:

- Product costs (beer, wine, liquor, mixers, garnishes, etc.)
- Staffing costs directly attributable to alcohol service (bartenders, barbacks, and supervisors, including wages, benefits, and applicable payroll taxes)
- Credit card and point-of-sale transaction fees directly associated with alcohol sales
- Applicable sales, excise, or other taxes imposed on alcohol sales
- Mandatory gratuities or bartender tip-outs required under Venue policy

No other overhead, administrative, or unrelated expenses shall be deducted from Gross Alcohol Sales in calculating Net Alcohol Sales.

The resulting Net Alcohol Sales figure shall be split 60% to Venue / 40% to Partner, subject to the Ticket Sales Condition set forth herein.

If less than 900 tickets or one-third of venue capacity (whichever is greater) are sold, Net Alcohol Sales shall revert to the Venue's standard policy, and Promoter shall receive \$2.00 per alcoholic beverage sold in lieu of a percentage split.

- 5. SETTLEMENT:** No later than ten (10) business days after the Event, the parties shall meet and confer as to those expenses each party believes should be included in the 50/50 split of expenses. For any expenses a party seeks to include as a reimbursable expense, that party shall provide and produce a supporting receipt. Once the parties have agreed upon the final payment of all remaining revenue due to a party, the parties shall sign an accounting showing all revenue collected, all costs paid and all monies to be paid to the parties. Payment of remaining funds (settlement) shall be completed no later than thirty (30) days after the Event.
- 6. STAFFING:** The Venue shall be responsible for contracting with and/or hiring security, medical, and safety staff for the Event.
- 7. BRANDING & MARKETING:** Both the Venue and the Promoter may promote the Event; however, the Promoter shall lead the marketing strategy subject to final approval by Venue. Sponsorship revenue shall be retained 100% by the party who secures the sponsorship. All promoting expenses shall be split 50/50 and all advertising shall be co-branded. Any modifications to this paragraph 7 must be in writing and signed by both parties. The Venue shall permit equal access to assets i.e. marquee, signage, digital, etc. for marketing purposes. In addition, graphic design work may be outsourced and shared.
- 8. INDEMNITY.** Promoter shall defend, indemnify and hold harmless Venue, its officers, directors, employees, representatives, agents, departments and divisions, to the extent permitted by law, from and against all demands, damages, liabilities, costs and expenses (including reasonable attorneys' fees), judgments, settlements and penalties of every kind

and nature asserted against, charged to or imposed upon Venue which directly or indirectly arise or are associated with the performance and delivery of the Services by Promoter, the employees of Promoter or any person or entity contracted or permitted by Promoter to provide and deliver services, which is claimed to be caused directly or indirectly to the negligent or intentional act or omission of Promoter, any employee of Promoter or any person or entity contracted or permitted by Promoter to perform and deliver services, including, without limitation, damages for personal injury, death or loss of or damage to property. Venue may elect to participate in the defense of any lawsuit, claim or demand in which Venue is a named party or in which Venue may have an interest by employing attorneys selected by Venue at Venue's expense or to be represented by Promoter's counsel at Promoter's expense, without waiving Promoter's defense, indemnity and hold harmless obligations to Venue contained herein. Promoter shall not settle or compromise any claim, suit or action or consent to entry of a judgment without the prior written consent of Venue and without the unconditional release of Venue from liability by each claimant or plaintiff. The indemnification covenants contained herein shall survive the completion of the performance and delivery of services.

- 9. LIMITATION OF LIABILITY.** Promoter's liability hereunder for any loss, cost, claim liability, damage or expense (including attorneys' fees) arising out of any negligent or intentional act or omission of the performance of the obligations hereunder by Promoter, Promoter's employees or any person or entity contracted or permitted by Promoter to perform any obligation under this Agreement shall be limited to the amount of the direct damage incurred by Venue. Absent grossly negligent or willful misconduct by Promoter, Promoter's employees or any person or entity contracted or permitted by Promoter to perform the obligations under this Agreement, Promoter shall not be liable for any indirect, incidental, special, consequential or punitive damages of any kind whatsoever.
- 10. TERMINATION.** In the event of default by Promoter under this Agreement, the Venue reserves the right without liability, in addition to its other rights and remedies, to terminate this Agreement immediately by written notice to Promoter as to the portion of the Services not yet rendered and to purchase substitute services at Promoter's expense. Promoter shall reimburse the Venue for the cost of such substitute services upon the Promoter's receipt of an invoice, therefore.
- 11. CANCELLATION.** Venue may at any time cancel this Agreement in whole or in part for its sole convenience upon thirty days' prior written notice to Promoter, and Promoter shall stop performing the Services on the date specified in such notice. If termination occurs after services have commenced, Promoter shall be entitled to be paid the agreed upon amount for costs incurred through the date of termination. The Venue shall have no liability as a result of such cancellation, except as stated herein. These payments shall not exceed the aggregate due under the Agreement.
- 12. FORCE MAJEURE.** Neither party shall be liable to the other or responsible for nonperformance of any of the terms of this Agreement due to unforeseeable causes beyond the reasonable control and without the fault or negligence of such party, including, but not restricted to acts of God or the public enemy, acts of government, fire, floods, epidemics,

quarantine restrictions, strikes, freight embargoes, or unusually severe weather. The party relying upon Force Majeure shall notify the other party in writing no later than seven (7) calendar days from the date of the triggering event. The term of this Agreement may, at the agreement of both parties and availability of artist, be extended for a period of time comparable to the period of delay resulting from the force majeure event.

13. DISPUTE RESOLUTION. In the event of any dispute or disagreement between the Parties with respect to the interpretation or performance of any provision of this agreement, the Parties agree that either Party may file suit. Prior to the exercise of this right, the Party seeking judicial relief shall provide the other Party with thirty (30) days prior written notice. The Parties agree that any litigation related to this agreement must be maintained in either the Federal District Court for the Northern District of Indiana, Fort Wayne Division or the state court sitting in Allen County, Indiana. The Parties hereby irrevocably consent and submit to the exclusive jurisdiction of the court specified herein and irrevocably waive any objection based upon improper venue, forum non conveniens or other similar doctrines or rules

14. INSURANCE: Promoter must carry insurance naming Venue as additional insured, at the minimum requirements identified by the City:

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| (a) | General Liability | \$1,000,000 minimum per occurrence/
\$2,000,000 aggregate |
| | Personal & Advertising Liability | \$1,000,000 any one person or organization |
| | Products/Completed Operations Liability | \$2,000,000 aggregate |
| (b) | Automobile Liability, including Hired and Non-Owned Auto | \$1,000,000 minimum per occurrence |
| (c) | Worker's Compensation* | |
| | Bodily Injury by Accident | \$500,000 each accident |
| | Bodily Injury by Disease | \$500,000 policy limit |
| | Bodily Injury by Disease | \$500,000 each employee |

*SUPPLIER, OR ANY PERSON OR ENTITY CONTRACTED OR PERMITTED BY SUPPLIER TO PERFORM AND DELIVER THE SERVICES WHO DOES NOT CARRY WORKMEN'S COMPENSATION INSURANCE MUST SUBMIT A VALID CLEARANCE CERTIFICATE PROVIDED BY THE WORKMEN'S COMPENSATION BOARD OF INDIANA.

The Certificate of Insurance must show the City of Fort Wayne, its Divisions and Subsidiaries, as an Additional Insured and a Certificate Holder, with 30 days' notification of cancellation or non-renewal. All Certificates of Insurance should be sent to the following address:

City of Fort Wayne Purchasing Department
200 East Berry Street, Suite 490
Fort Wayne, IN 46802

Partner shall provide Venue with a certificate of insurance evidencing such coverage at least thirty (30) days prior to the Event.

15. RECORDING, BROADCAST & INTELLECTUAL PROPERTY RIGHTS: No person shall be permitted to record, broadcast, livestream or otherwise transmit the Event without the prior

written consent of Venue. In addition, Venue must pre-approve the use of any and all marks and/or logos associated with the Event.

16. CONFIDENTIALITY: Promoter understands and agrees that data, materials, and information disclosed to Promoter, including but not limited to, financial information or rates, employment statistics, revenue gross and split, processes and booking information may be or contain confidential and protected information. Therefore, Promoter agrees that such data, material, and information disclosed to Promoter for the purpose of this agreement, will not be disclosed to or discussed with others without the prior written consent of Venue.

17. MISCELLANEOUS: Neither Venue nor Promoter may execute contracts for promotional activities without the consent of the other party. The party submitting the offer to the artist shall be solely responsible for payment of Artist Fees (including deposits, guarantees, and bonuses), and for providing the offer sheet, executed Artist contract, and all Artist riders in a timely manner. The Venue shall provide estimates and advance the show.

PROMOTER:

BOARD OF PARK COMMISSIONERS

By: _____
Its: _____

By: _____
Steve McDaniel, Director
Fort Wayne Parks & Recreation Department
705 E. State Blvd.
Fort Wayne, Indiana 46805
260/427-6000