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# Introduction and Purpose

This Ticketing Agreement (the "Agreement") is made and entered into as of August 9, 2025, by and between DocuPal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("DocuPal," or "Ticketing Provider"), and Acme, Inc ("ACME-1" or "Client"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Purpose of the Agreement

The purpose of this Agreement is to set forth the terms and conditions under which DocuPal will provide ticketing services for events organized or hosted by ACME-1. This includes, but is not limited to, conferences, concerts, workshops, and any related activities requiring ticket sales and distribution. This agreement covers all ticket types, including General Admission, VIP, and Early Bird tickets. It defines the rights, responsibilities, and obligations of both parties regarding ticket sales, payment processing, data handling, marketing efforts, and customer service.

## Ticket Sales and Distribution

DocuPal Demo, LLC will manage ticket sales and distribution for ACME-1 events through approved channels. These channels include ACME-1's website and designated third-party ticketing platforms, such as Ticketmaster or Eventbrite.

### Online Ticket Sales

The primary method for ticket sales will be through online platforms. Customers purchasing tickets online will receive electronic tickets via email for ease of access.

### Physical Tickets

In addition to online options, physical tickets may be available at the event venue. The availability of physical tickets will be determined on an event-by-event basis.



## Ticket Restrictions

ACME-1 reserves the right to set restrictions on ticket types and the number of tickets available per event. These restrictions are in place to effectively manage event attendance and ensure fair access to tickets for all interested parties. DocuPal Demo, LLC will implement these restrictions as directed by ACME-1.

## Commission and Payment Terms

DocuPal Demo, LLC will receive a commission for the ticketing services provided under this Agreement. This section details the commission rate, payment schedule, and invoicing procedures.

### Commission Rate

The commission rate is set at 5% of the gross ticket sales revenue for each event. Gross ticket sales revenue includes all ticket sales before deductions for any refunds, discounts, or taxes.

### Payment Schedule

Payments will be made bi-weekly. DocuPal Demo, LLC will submit invoices to ACME-1 every two weeks, detailing the tickets sold, applicable commission rates, and the total amount due.

### Invoicing Process

DocuPal Demo, LLC will submit invoices electronically to ACME-1's accounting department. Each invoice will include:

- Event name
- Date range for ticket sales
- Total number of tickets sold
- Gross ticket sales revenue
- Commission rate (5%)
- Total commission amount due



ACME-1 will remit payment within [Number] days of receiving the invoice. Payments should be made via [Payment Method] to the account specified on the invoice.

## Typical Commission Structures Comparison

# Refund and Cancellation Policies

## Refund Eligibility

Refunds will be issued if an event is cancelled by ACME-1. Refunds are also applicable if an event's date or venue is significantly altered. Refunds are not available if a customer does not attend the event or simply changes their mind.

## Cancellation Process

To cancel an event, ACME-1 must notify Docupal Demo, LLC at least 7 days before the scheduled event date. This advance notice allows for a full refund process to be initiated.

## Refund Processing Fee

A 2% processing fee will be applied to all refunds. This fee covers transaction costs associated with the refund process. The refund will be credited back to the original payment method used for the ticket purchase.

# Responsibilities of Parties

## DocuPal Demo, LLC Responsibilities

DocuPal Demo, LLC will provide and maintain the ticketing platform. We will manage all ticket sales through our platform. This includes processing payments and issuing tickets. We will also provide ACME-1 with regular reports on ticket sales and event attendance. Customer service and support related to ticketing issues are our responsibility. We will handle inquiries about ticket purchases, delivery, and platform functionality. Data related to ticketing will be handled according to our privacy policy and in compliance with GDPR and other relevant regulations.



## Acme, Inc Responsibilities

ACME-1 is responsible for promoting its events. This includes marketing and advertising to attract attendees. ACME-1 will provide all necessary event details to DocuPal Demo, LLC. These details include event descriptions, dates, times, and venue information. ACME-1 is responsible for managing all event logistics. This includes venue setup, staffing, and coordination of event activities. ACME-1 will handle customer inquiries specific to the event itself, such as schedule questions or speaker information. ACME-1 will also handle customer data in compliance with its own privacy policies and relevant data protection regulations.

## Marketing and Promotion

ACME-1 will be responsible for the primary marketing of events and tickets. Docupal Demo, LLC will support ACME-1's marketing efforts through platform features.

### Promotional Activities

ACME-1's marketing will use social media campaigns. They will also use email marketing and website advertising.

### Joint Marketing

Docupal Demo, LLC and ACME-1 will engage in co-branded promotions. They will also cross-promote events on their respective platforms. These joint efforts aim to maximize event visibility and ticket sales.

## Term and Termination

### Term Length

This agreement will begin on the date it is signed. It will last for one year from that date.



## Renewal

This agreement will automatically renew for another one-year term. This will happen unless either party sends a written notice saying they want to terminate the agreement. This notice must be sent at least 60 days before the current term ends.

## Termination

Either party can end this agreement if the other party violates any important term. To end the agreement, the party must provide a written notice 30 days in advance.

# Liability and Indemnification

## Limitation of Liability

DocuPal Demo, LLC will be liable for errors in ticketing that directly result from the use of its ticketing system. DocuPal Demo, LLC's liability for such errors is limited to the value of the tickets affected by the error.

## Indemnification by ACME-1

ACME-1 agrees to indemnify and hold harmless DocuPal Demo, LLC, its officers, directors, employees, and agents, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the events managed by ACME-1. This includes, but is not limited to, claims related to event attendance.

## Indemnification by DocuPal Demo, LLC

DocuPal Demo, LLC agrees to indemnify and hold harmless ACME-1, its officers, directors, employees, and agents, from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to the ticketing services provided by DocuPal Demo, LLC under this Agreement.





## Risk Allocation

ACME-1 bears the risks associated with event attendance, including but not limited to, low attendance, event cancellation due to unforeseen circumstances, or attendee behavior. DocuPal Demo, LLC bears the risks associated with the functionality of its ticketing platform.

## Data Privacy and Security

Docupal Demo, LLC ("Docupal") is committed to protecting the privacy and security of personal data collected from customers during the provision of ticketing services for Acme, Inc ("ACME-1") events. This includes implementing appropriate technical and organizational measures to ensure a level of security appropriate to the risk, including encryption and secure servers.

### Compliance

Docupal will comply with all applicable data protection regulations, including but not limited to the General Data Protection Regulation (GDPR) and the California Consumer Privacy Act (CCPA). ACME-1 is responsible for ensuring their compliance with data privacy regulations relevant to their processing of customer data.

### Security Measures

Docupal enforces Payment Card Industry Data Security Standard (PCI DSS) compliance for all payment processing activities. Regular security audits are conducted to maintain a high level of security. Docupal will promptly notify ACME-1 of any data breach affecting customer data.

## Dispute Resolution

In the event of any dispute arising from or relating to this Ticketing Agreement, DocuPal Demo, LLC and ACME-1 agree to first attempt to resolve the dispute through good faith negotiation.





## Mediation

If negotiation fails, the parties will submit to mediation in [State]. A mutually agreed-upon mediator will conduct the mediation. Both parties will share the costs of mediation equally.

## Arbitration

If mediation is unsuccessful, any unresolved dispute will be settled by binding arbitration administered in [State]. The arbitration will be conducted by a single arbitrator selected by mutual agreement. The arbitrator's decision will be final and binding on both parties. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The laws of the State of [State] govern this agreement.

# Miscellaneous Provisions

## Force Majeure

Neither DocuPal Demo, LLC, nor ACME-1 will be liable for any failure to perform its obligations under this Agreement if such failure results from acts of God, war, government regulations, strikes, natural disasters, or other causes beyond its reasonable control. The affected party must promptly notify the other party of such force majeure event and make reasonable efforts to mitigate its effects.

## Amendments

This Agreement may be amended or modified only by a written agreement signed by authorized representatives of both DocuPal Demo, LLC, and ACME-1. Any amendment will become effective on the date specified in the amendment or, if no date is specified, upon the date of its signature by both parties.

## Entire Agreement

This Agreement constitutes the entire agreement and understanding between DocuPal Demo, LLC, and ACME-1 with respect to the subject matter hereof. It supersedes all prior and contemporaneous communications, negotiations, and



agreements, whether oral or written, between the parties relating to such subject matter.

## Notices

All notices and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered personally; (b) sent by certified or registered mail, return receipt requested; or (c) sent by reputable overnight courier service, in each case to the addresses set forth in the introductory paragraph of this Agreement, or to such other address as either party may designate by notice to the other.

## Assignment

Neither party may assign or transfer this Agreement, in whole or in part, without the prior written consent of the other party, such consent not to be unreasonably withheld. However, DocuPal Demo, LLC may assign this Agreement to a successor in connection with a merger, acquisition, or sale of all or substantially all of its assets.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be struck and the remaining provisions will remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the same economic effect.

## Waiver

No waiver of any provision of this Agreement will be effective unless in writing and signed by the party against whom the waiver is sought to be enforced. Any waiver of any provision of this Agreement will not constitute a waiver of any other provision, nor will any such waiver constitute a continuing waiver unless otherwise expressly stated.



## Counterparts

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic signatures will have the same force and effect as original signatures.

## Signatures and Execution

This Ticketing Agreement becomes effective as of the date of the last signature below.

### Execution

This agreement is executed by the authorized representatives of both DocuPal Demo, LLC and Acme, Inc. Each party confirms they have the authority to enter into this agreement and agree to be bound by its terms.

### Signature Blocks

#### DocuPal Demo, LLC

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_

#### Acme, Inc

By: \_\_\_\_\_

Name:

Title:

Date: \_\_\_\_\_



## Notarization

While not required, both parties acknowledge that notarization of this agreement is recommended to provide additional legal certainty. Each party is responsible for arranging and covering the costs of their own notarization, should they choose to pursue it.

