



Eventbrite Services Agreement

This Eventbrite Services Agreement ("**Agreement**") is entered into by and between City of Gulf Shores ("**Organizer**") and Eventbrite, Inc., a Delaware Corporation ("**Eventbrite**"). Organizer and Eventbrite are referred to individually as a "**Party**" and collectively as the "**Parties.**" Capitalized terms used but not defined in this Agreement are defined in the Eventbrite Standard Terms and Conditions, as described below ("**Standard Terms and Conditions**"). The "**Effective Date**" of this Agreement is the latest date of signature below.

1. TERM

The term of this Agreement is 12 months from Jun 26, 2024 (the "**Initial Term**"). Following the Initial Term, this Agreement will automatically renew for successive additional 1-year terms (each, a "**Renewal Term**" and together with the Initial Term and any extension of the Agreement pursuant to its terms, the "**Term**") unless either Party provides Notice to the other Party of its intention not to renew this Agreement during the 30-day period immediately before the end of the then-current Term. Organizer agrees to begin listing tickets or registrations for sale on the Eventbrite System as soon as practicable following the Effective Date.

2. SERVICES AND SOLUTIONS

During the Term, and subject to the terms and conditions of this Agreement (for clarity, including the Eventbrite Terms of Service, located at www.eventbrite.com/tos, the Eventbrite Merchant Agreement, located at www.eventbrite.com/merchantagreement, the Standard Terms and Conditions attached hereto, and all other agreements incorporated by reference in any of the foregoing), Eventbrite agrees to grant Organizer access to the Eventbrite.com Site (or the applicable territorial domain(s)) through an event organizer account, and to provide the additional Services expressly set forth in this Section (if any).

In further consideration of Organizer’s obligations under the “Exclusivity” section below and performance of all other obligations hereunder, and subject to the conditions set forth herein, Eventbrite will, as a complimentary upgrade to Organizer, provide Organizer access to its Subscription Services (as defined in the Merchant Agreement) at no cost for the duration of the Initial Term. Currently, recipients of Subscription Services receive access to certain “Pro Plan” features of the Eventbrite System and a waiver of Eventbrite’s “Flex Fees” (as such features and fees are further described at <https://www.eventbrite.com/organizer/pricing>). Organizer agrees that Eventbrite shall have the right to modify, suspend, or terminate such access, with or without notice and without further obligation with respect to such Subscription Services, if: (i) Eventbrite determines, in its sole discretion, that Organizer has breached any term of this Agreement, (ii) Eventbrite's general offering of such Subscription Services is modified, replaced, or discontinued for any reason at all, or (iii) this Agreement is subject to any Renewal Term or other extension of the Term, in which case Eventbrite is under no obligation to provide Organizer access to the Subscription Services after the Initial Term. Access to Subscription Services does not include any ad spend Organizer might incur while running paid advertising campaigns. For the avoidance of doubt, Organizer’s use of any Subscription Services is subject to the Terms of Service and Merchant Agreement. If there is not an “Exclusivity” Section of the Agreement, then the reference in this paragraph to the “Exclusivity” Section of the Agreement will not be applicable.

3. FEES

Eventbrite Service Fee		
	Percentage Fee	Flat Fee
Online Service Fee	3.7% of the Face Value	USD \$1.79
Point of Sale Service Fee	0% of the Face Value	USD \$1.00
Eventbrite Payment Processing Fee: 2.9% of the Transaction Value		

Unless otherwise provided for in this Agreement, the Eventbrite Service Fee and the Eventbrite Payment Processing Fee (if applicable) stated above ("**Service Fees**") will apply to all paid tickets and registrations sold on the Eventbrite System that are processed in the currency(ies) listed above. For tickets or registrations processed in other currencies, Organizer agrees to pay the Services Fees listed at <https://www.eventbrite.com/support/article?direct?anum=7285>, as of the date on which such tickets or registrations are processed. To ensure that such Service Fee rates are applied to Organizer's account(s), Organizer must notify Eventbrite of the account username(s).

4. EXCLUSIVITY

Organizer, on behalf of itself and its Affiliates, hereby appoints Eventbrite as the sole and exclusive provider during the Term of Ticketing and Registration Services for (i) all events at Venues (including events promoted by third parties) and (ii) all other Events. During the Term, Organizer and its Affiliates will not (A) sell tickets or registrations to any Events through any other person or entity; and/or (B) enter into any other agreement that would violate Eventbrite’s exclusive rights stated in this Agreement. During the Term, Organizer will not enter into any other agreement that would violate Eventbrite’s rights stated in this Agreement. Upon any Divestiture or Change of Control of Organizer or any Venues or Events, Eventbrite’s rights and Organizer’s and its Affiliates’ exclusivity obligations will continue in full force and effect after such Divestiture or Change of Control for all Venues and Events, and Organizer and any acquiring or other successor entities shall take all steps necessary to ensure the same. If the name or address of a Venue changes during the Term, Eventbrite’s rights and Organizer’s and its Affiliates’ exclusivity obligations will continue in full force and effect after such change, and Organizer and any acquiring or other successor entities shall take all steps necessary to ensure the same. For the avoidance of doubt, any breach by Organizer of this



"Exclusivity" Section of the Agreement will be deemed material and incurable.

5. CONFIDENTIALITY

Organizer will keep confidential the terms of this Agreement (including but not limited to the Fees, Services and all other financial terms granted to Organizer in this Agreement), as well as adhere to the confidentiality provisions stated in the Standard Terms and Conditions.

6. STANDARD TERMS AND CONDITIONS

This Agreement includes and incorporates Eventbrite's Standard Terms and Conditions which are attached as the Standard Terms and Conditions Exhibit as well as the Eventbrite Terms of Service (the "**Terms of Service**"), which are incorporated into this Agreement by reference. A copy of the Terms of Service is available at www.eventbrite.com/tos/, and the Terms of Service include and incorporate the Eventbrite Merchant Agreement, a copy of which is available at www.eventbrite.com/merchantagreement (the "**Merchant Agreement**"). In the event of a conflict between or among this Agreement, the Standard Terms and Conditions, the Terms of Service, and the Merchant Agreement, the following order of precedence will apply: first the Merchant Agreement, then this Agreement, then the Standard Terms and Conditions, and then the Terms of Service. This Agreement is not valid if returned with unilateral markups or changes.



IN WITNESS WHEREOF, the Party or Parties below have executed this Agreement as of the Effective Date.

City of Gulf Shores

Signature:

Name (Print): Robert Craft

Title:

Date Signed:



Standard Terms and Conditions Exhibit

These Standard Terms and Conditions (the “**Standard Terms and Conditions**”) are appended to and incorporated into the Eventbrite Services Agreement between Eventbrite and Organizer (the “**Agreement**”). Unless otherwise defined, capitalized terms used in the Agreement have the same meaning as stated in these Standard Terms and Conditions. If there is not an “**Exclusivity**” Section of the Agreement, then references in these Standard Terms and Conditions to the “**Exclusivity**” Section of the Agreement will not be applicable.

1. SERVICES; SETTLEMENT OF SALES

This Agreement may make reference to Eventbrite's products, features and/or offerings available (i) online through various Eventbrite properties including without limitation, Eventbrite, Eventbrite Communities, Eventbrite Music, Eventbrite Venue, Lanyrd, Rally, Ticketea, Ticketfly, Ticketscript Limited, nvite, Social Ads, and Eventbrite Boost (“**Site(s)**”); (ii) outside of Eventbrite’s Site(s), including without limitation, sponsorship and marketing or distribution services; and (iii) services provided through mobile applications, webpages, application programming interfaces, and subdomains (“**Applications**”). Subsections (i), (ii) and (iii) of this Section 1 of these Standard Terms and Conditions are collectively referred to as “**Eventbrite Properties**” or our “**Services**.”

For the avoidance of doubt, Eventbrite is not obligated to provide any Service except as explicitly required under the express terms of this Agreement or a duly executed amendment, statement of work, or order form adopted and/or submitted in accordance with this Agreement. Although Eventbrite may from time to time elect as a courtesy to provide Organizer certain Services that are not expressly required of Eventbrite under this Agreement, such election shall not obligate Eventbrite to continue to provide, and/or entitle Organizer to continue to receive, any such Service(s). Without limiting sections 4.2 and 18 of the Terms of Service, Eventbrite may choose to stop offering Services, or any particular portion of the Service (including, without limitation, any Solutions), or modify or replace any aspect of the Service, at any time.

Unless Organizer is approved to receive Scheduled Payouts, Organizer's share of Sales will be settled to Organizer in accordance with the terms and conditions of the Merchant Agreement (which is part of the Terms of Service), under which Sales transacted using Eventbrite Payment Processing are typically settled within five (5) business days after the successful completion of the Event. If Organizer applies to receive Scheduled Payouts, and if Eventbrite approves Organizer’s application, any Scheduled Payouts are advances of amounts that may become due to Organizer under the Merchant Agreement and are subject to the terms and conditions of the Merchant Agreement (including, without limitation, Eventbrite’s rights to terminate, suspend, modify, and demand back Scheduled Payouts). Upon receiving Scheduled Payouts or any other advance, Organizer agrees to use Eventbrite Payment Processing throughout the Term. In connection with Scheduled Payouts, Organizer will notify Eventbrite immediately, and when practicable at least 3 days prior to public announcement, if an Event will be cancelled, postponed or materially modified.

2. DEFINITIONS

Depending on the Services requested by Organizer, some of the definitions stated below may not be applicable to the Agreement between Eventbrite and Organizer.

An “**Affiliate**” of an entity means any person or entity that controls, is controlled by, or that is under common control with, such entity, whether as of the Effective Date or thereafter. For purposes of the Agreement and these Standard Terms and Conditions, “**control**” means ownership or control, directly or indirectly, of more than 20% of the outstanding voting stock of an entity or otherwise possessing the power to direct the management and policies of an entity.

“**Change of Control**” means (i) any transaction or series of transactions (whether by merger, consolidation, sale of equity or otherwise) that results in the transfer of the beneficial ownership of more than 50% of the combined voting power of an entity’s then-outstanding securities voting shares, membership units, and/or other ownership interests, as applicable, or the consummation of any other merger or consolidation of an entity with or into another entity; (ii) any sale, transfer or other disposition of substantially all of the assets of an entity; or (iii) any other transaction or series of transactions that has the substantial effect of any of the foregoing.

“**Divestiture**” means any transaction or series of transactions where Organizer or any of its Affiliates sells, transfers or otherwise divests, in whole or in part, a business unit, division or organization responsible for promoting an Event.

“**Eventbrite Payment Processing**” or “**EPP**” means Eventbrite’s payment processing service as further described in the Merchant Agreement (which is part of the Terms of Service). EPP is required for all transactions using Eventbrite’s point of sale solution.

“**Eventbrite System**” means all Eventbrite proprietary technology, including but not limited to software, and all Eventbrite operated or licensed services that have or will be established by Eventbrite for the purpose of marketing, selling, delivering, printing, or otherwise making tickets available for sale. The Eventbrite System includes, but is not limited to, the password-protected, world wide web application, which can be accessed over the Internet by Organizer in order to perform operations related to online ticket sales, box office sales, marketing tools, website operations, as well as any future modifications to the application and any additions to the application, such as other technologies developed, owned or licensed by Eventbrite in the future relating to providing its Services.

“**Events**” means all in-person and virtual events promoted, produced, owned, or hosted, either individually or jointly with others by



Organizer and/or its Affiliates at any time during the Term, or for which Organizer and/or its Affiliates control all or any lesser allocations of the ticketing rights at any time during the Term.

“Face Value” means the price of a ticket or registration sold through the Eventbrite System. The Face Value includes all applicable local, state and federal taxes but excludes Fees.

“Notice” means a written notification sent by Organizer to Eventbrite at legal@eventbrite.com or sent by Eventbrite to Organizer at the primary Eventbrite username used by Organizer, or at the email address of Organizer's primary contact.

“Sales” means the proceeds from the sale to third-party Consumers of tickets, registrations or other items related to Organizer's Events on the Eventbrite System, including, without limitation, Face Value, Taxes, Royalties and Fees. Additional fees collected from Consumers for specific methods of delivering tickets (such as shipping fees) and tickets/registrations that are refunded or the subject of a chargeback will not count in determining Fee waivers, Fee credits, account credits, duration of a Sales-based Term, Royalties, Bonus Payments, Minimum Sales Amounts, or Minimum Yearly Sales Amounts, as applicable.

“Scheduled Payouts” means the advance to Organizer of a portion of the Organizer's share of Sales (i.e., net of all Fees due to Eventbrite and any other amounts deductible pursuant to the Merchant Agreement) for any Event(s) that has or have not yet concluded.

“Sales Commencement Date” means that date, following the Effective Date and following complete migration of Organizer's Event inventory to the Eventbrite System, that Organizer sells 20 paid tickets or registrations on the Eventbrite System to third party, unaffiliated bona fide public Consumers of one or more typically-sized Events at typical pricing levels, for which such Event(s) Organizer has fully opened publicly-marketed ticket sales. Organizer and its representatives may not privately conduct or solicit sales for the purpose of meeting the Sales Commencement Date.

“Ticketing and Registration Services” means any sale of tickets or registrations conducted in any manner, from a microprocessor-based device or otherwise, including but not limited to computers, fixed line or cellular telephones, kiosks, ATMs, televisions, dumb terminals and personal digital assistants, with or without the intervention of a human sales agent.

“Transaction Value” means the total value of Organizer's transaction processed by Eventbrite, including the Face Value, Organizer Royalty (if any) and Service Fees.

“Venue” means any venue or physical location of any nature whatsoever, indoors or outdoors, whether now existing or existing at any time during the Term, that Organizer and/or its Affiliates owns and/or operates at any time during the Term.

3. TAXES

All Fees (including, without limitation, Service Fees) are exclusive of Taxes. **“Taxes”** has the meaning given to it in the Merchant Agreement and includes, without limitation, any sales, use, amusement, Value Added Tax, goods and services and/or GST, consumption, excise and other taxes, duties, levies and charges.

4. TERM AND TERMINATION

Organizer may terminate the Agreement before the end of the Term only if Eventbrite (i) materially breaches or defaults under the Agreement and fails to cure the material breach or default (if curable) within 30 days (or 10 business days, in the case of a monetary default) of receiving Notice thereof; or (ii) is subject to a filed bankruptcy petition or formal insolvency proceeding or upon any appointment of a receiver for all or any portion of the Eventbrite's business, or any assignment of all or substantially all of the assets of Eventbrite for the benefit of creditors. No other event, including but not limited to a Divestiture or a Change of Control, entitles or authorizes Organizer and/or its successor entity(ies), as applicable, to terminate this Agreement, to shorten the Term, or to avoid or breach any other obligations to Eventbrite hereunder, including but not limited to those set forth in the "Exclusivity" section of the Agreement. Eventbrite may terminate the Agreement immediately for any Event of Default (defined below). All provisions of the Agreement that by their nature should survive termination or expiration of the Agreement will survive (including, without limitation, all obligations to make payment).

Upon any Event of Default (defined below), then, in addition to, cumulative of, and without prejudice to or impairment of Eventbrite's rights to pursue and obtain all other remedies provided for herein and/or otherwise available at law or equity, the Term (and, for the avoidance of doubt, all of Organizer's obligations under this Agreement, including but not limited to those under the "Exclusivity" Section) will automatically extend by a period of time equal to the duration of the applicable Event of Default (the "Event of Default Extension Period"). Eventbrite may terminate this Agreement for any reason at any time during an Event of Default Extension Period by written notice to Organizer. For the avoidance of doubt, Eventbrite will not have any obligation to make additional signing bonuses, recoupable upfronts, or any type of bonus or revenue share payments to Organizer during any Event of Default Extension Period, during any Shortfall Extension Period, or during any other extension of the Term under any provision of the Agreement, unless mutually agreed in writing via a duly executed amendment to this Agreement.

5. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other that (i) it is duly organized, validly existing and in good standing under the laws of the state of its formation; (ii) it has all requisite power and authority to enter into the Agreement and to carry out the transactions contemplated hereby and it is not insolvent or entering the zone of insolvency; (iii) the entering into and performing of the Agreement will not result in any breach of, or constitute default under, any other agreement to which it is a party, including, without limitation, any other agreement for the sale of tickets; (iv) the undersigned for each party has the full right, legal power and actual authority to bind such party



to the terms and conditions hereof; and (v) there is no claim, action, suit, proceeding, charge or investigation pending, or to its knowledge, currently threatened (in writing or orally), against it that could reasonably be expected to be material to it.

Organizer represents and warrants to Eventbrite that (i) any information provided by Organizer to Eventbrite verbally or in writing (including ticket sales data, settlement reports, entity ownership information, financial statements) are true and correct in all material respects, and (ii) without in any way limiting any exclusivity obligations stated in the Agreement, Organizer has the sole right to control ticketing and registration for, and appoint Eventbrite as exclusive ticketing and registration agent for, the Events.

WITHOUT LIMITING THE DISCLAIMERS OF WARRANTIES SET FORTH HEREIN AND IN THE TERMS OF SERVICE AND MERCHANT AGREEMENT, EVENTBRITE MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE PERFORMANCE, SUCCESS, OR OUTCOME OF ORGANIZER'S EVENTS AND/OR TICKET SALES RESULTING FROM ORGANIZER'S USE OF THE SERVICES, INCLUDING ANY MARKETING PACKAGE. IT IS SOLELY ORGANIZER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF THE REPORTING, DATA, OPINIONS, ADVICE, SERVICES, MERCHANDISE, AND OTHER INFORMATION PROVIDED THROUGH THE SERVICES (COLLECTIVELY, "**MARKETING INFORMATION**"). ANY DATA OR REPORTING ARE ONLY ESTIMATES. ANY RELIANCE ORGANIZER PLACES ON THE MARKETING INFORMATION IS THEREFORE STRICTLY AT ORGANIZER'S OWN RISK. The Services, including any Marketing Package, are provided on a nonexclusive basis by Eventbrite, meaning that Eventbrite may offer similar Services to any other third party, and may market and promote its own and any third party's products and services, including any events, and including through the same channels and surfaces where Your Content appears.

6. **CONFIDENTIALITY**

Organizer acknowledges and agrees that the Agreement and these Standard Terms and Conditions constitute the confidential information of Eventbrite. Organizer covenants and agrees that Organizer will hold in confidence and will not disclose the Agreement or any of its terms to any other person or entity, other than those employees, contractors or agents of Organizer having a need to know such information in connection with exercising Organizer's rights or fulfilling Organizer's obligations under the Agreement and only insofar as such persons are bound by nondisclosure obligations consistent with the Agreement.

7. **GOVERNING LAW AND DISPUTE RESOLUTION**

The Agreement and these Standard Terms and Conditions are governed by the laws of the state of California, excluding conflict of law rules. The "Binding Arbitration" Section of the Terms of Service will not apply to the Agreement or any disputes between Eventbrite and Organizer. All disputes, proceedings or claims arising out of or relating to the Agreement or the relationship between the Parties will be brought and litigated exclusively in the federal or state courts of San Francisco, California, USA and each Party irrevocably consents to personal jurisdiction in those courts. In the event of a dispute between the Parties, the prevailing Party for any such action will be entitled to its reasonable attorneys' fees and costs incurred in the action from the other Party.

ORGANIZER AND EVENTBRITE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING. THE ADJUDICATOR MAY NOT CONSOLIDATE MORE THAN ONE PARTY'S CLAIMS, MAY NOT PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED OR REPRESENTATIVE PROCEEDING AND MAY ONLY PROVIDE RELIEF IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM.

8. **ASSIGNMENT AND TRANSFER**

This Agreement is personal to Organizer and may not be assigned or transferred (whether by operation of law or otherwise) by Organizer without Eventbrite's prior written consent, except to a successor as a result of a Divestiture or Change of Control, in which case Organizer will provide Eventbrite detailed Notice thereof. This Agreement will be binding on and inure to the benefit of each of the Parties and their respective successors and assigns.

9. **REMEDIES; INSOLVENCY**

(a) An "**Event of Default**" means the occurrence, for any reason, of any of the following, as determined by Eventbrite in its sole discretion:

(i) A breach by Organizer or any Affiliate of Organizer of the exclusivity rights conferred upon Eventbrite under, or of Organizer's obligations under, the "Exclusivity" Section of the Agreement or any Affiliated Agreement; (ii) Organizer fails to begin listing tickets or registrations for sale on the Eventbrite System within 90 days of the Effective Date, unless otherwise agreed by the Parties in writing; (iii) Organizer or any Affiliate of Organizer defaults on a payment obligation under this Agreement or any Affiliated Agreement and fails to cure such default within ten (10) business days of the default (a "Payment Default"), irrespective of whether Eventbrite provides notice of such failure to make timely payment; (iv) Organizer has experienced a non-trivial, unfavorable change or delay in its hosting of events on Eventbrite or in its operations, business, assets, liabilities, solvency, prospects, ability to perform Organizer's obligations under the Agreement; (v) any material breach or default by Organizer under this Agreement not otherwise set forth above in this subsection (a); (vi) any other breach or default by Organizer under this Agreement not otherwise set forth above in this subsection (a), unless such breach or default is cured within 10 business days of written notice by Eventbrite.

(b) "**Account Downgrading**" means all, any single, or any combination of the following remedies: (i) adjust the Eventbrite Service Fee, (if applicable) Eventbrite Payment Processing Fee, and (if applicable) any other Eventbrite Fees to reflect Eventbrite's then-current highest fee rate listed at <https://www.eventbrite.com/support/articleredirect?anum=7285> (or otherwise on the Site if unavailable at such link), for the respective currencies specified in this Agreement and those rates will apply for the duration of the remainder of the Term unless agreed otherwise by the Parties in writing ("Fee Downgrading"); (ii) adjust Eventbrite's features and/or Services, including but not limited



to modifying, suspending, or ceasing the Subscription Services, the collection of Royalties, and/or the payment of Scheduled Payouts and Instant Payouts to Organizer; or (iii) suspend or cease making the Subscription Services available to Organizer at no cost, and automatically begin charging Organizer for a Package at the then-current highest applicable monthly plan rate, annual plan rate, or flex plan rate, at Eventbrite's option.

(c) In the event of an occurrence of any Event of Default, as determined by Eventbrite in its sole discretion, then in addition to, cumulative of, and without prejudice to or impairment of Eventbrite's rights to pursue and obtain all other remedies provided for herein and/or otherwise available at law or equity, Eventbrite may at its option, at any time, and with or without providing Notice to Organizer, exercise all, any single, or any combination of following remedies: (i) Account Downgrading; (ii) accelerated, immediate payment to Eventbrite by Organizer of all outstanding charges; (iii) any and all damages for breach, including but not limited to any lost profits arising out of or in connection with Organizer's breach of the "Exclusivity" Section, including, but not limited to, the amount of all Service Fees and Consumer Fees (if applicable) attributable to each ticket or registration sold in violation of Eventbrite's exclusivity rights, as if such tickets or registrations had been sold on the Eventbrite System; (iv) restrict, suspend, or terminate Organizer's access to the Eventbrite System and/or any Services; suspend or terminate payments of Bonus Payments, any other performance-based payments, Royalties, and any revenue-sharing payments; and/or (v) demand and receive reimbursement from Organizer for all, any individual, or any combination of the following (the "**Reimbursement Remedy**"): (A) any previously waived Eventbrite Fees, (B) the value of discounted or waived Fees, of complementary Services provided, and of any third party service costs that Eventbrite covered for Organizer, (C) any Growth Bonus Payments, Bonus Payments, any other performance-based payments, Royalties, and any revenue-sharing payments and (D) any Ticketing Fees and Consumer Fees refunded to Organizer's Consumers. To the extent that (X) the necessity for such refunds is caused by Eventbrite's negligence or willful misconduct, or (Y) Eventbrite has already been reimbursed by Organizer for the Ticketing Fees and Consumer Fees for the applicable order(s), Organizer will not be required to reimburse Eventbrite pursuant to the subsection (D) of this paragraph.

(d) During any Event of Default Extension Period, and during any other extension of the Term under any provision of the Agreement, in addition to, cumulative of, and without prejudice to or impairment of Eventbrite's rights to pursue and obtain all other remedies provided for herein and/or otherwise available at law or equity, Eventbrite may at its option, at any time, and with or without providing Notice to Organizer, exercise Account Downgrading. Organizer agrees to immediately provide Notice to Eventbrite upon the occurrence of any Event of Default. Eventbrite is under no obligation to provide Organizer Notice of any Event of Default. Eventbrite is entitled to offset any amounts payable to Eventbrite by Organizer under the Agreement (or any other agreement between Eventbrite and Organizer and/or their Affiliates) against any amounts payable by Eventbrite to Organizer (or payable by Eventbrite to a third party on Organizer's behalf or to procure services for Organizer) under the Agreement (or any other agreement between Eventbrite and Organizer and/or their Affiliates) or as otherwise necessary to secure Organizer's performance under this Agreement. Further, Eventbrite is entitled to suspend payouts to Organizer in the event of any Event of Default or as otherwise necessary to secure Organizer's performance under this Agreement. Eventbrite will not be obligated to pay any third parties on Organizer's behalf or to procure services for Organizer in the Event of Default or if Organizer otherwise breaches the Agreement. A breach by Organizer of any exclusivity or confidentiality obligations under the Agreement will result in irreparable and continuing damage to Eventbrite for which there may be no adequate remedy at law. Upon any such breach or any threat thereof, Eventbrite will be immediately entitled to appropriate equitable relief, without the requirement of posting a bond, and in addition to whatever remedies it might have at law. No remedy conferred upon or available to Eventbrite under this Agreement is intended to be exclusive of any other remedy. Rather, each and every remedy shall be in addition to, cumulative of, and without prejudice to or impairment of Eventbrite's rights to pursue and obtain all other remedies provided for herein and/or otherwise available at law or equity. The election of any one or more remedies shall not constitute a waiver of the right to pursue other remedies. The Parties agree that the Agreement constitutes a financial accommodation by Eventbrite to Organizer as such term is utilized in 11 U.S.C. § 365.

10. LEGAL REVIEW

Each of the Parties has had the opportunity to have its legal counsel review the Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of the Agreement, the Agreement will be construed as if drafted jointly by the Parties. The Parties expressly agree that the construction and interpretation of the Agreement shall not be strictly construed against the drafter.

11. MISCELLANEOUS

The relationship created by this Agreement is that of independent contractors, and nothing contained in this Agreement will be deemed or construed as creating any partnership, joint venture, employment relationship, agency or other relationship between the Parties. The Agreement (including these Standard Terms and Conditions and the Terms of Service) constitutes the entire agreement between Organizer and Eventbrite concerning its subject matter and supersedes all prior and contemporaneous agreements, proposals, discussions and communications (oral and written) on the subject matter. Organizer and any Guarantor(s), as applicable, each expressly disclaim any such prior or contemporaneous agreements, proposals, discussions, and communications inconsistent with those expressly set forth in the Agreement.

Organizer and any Guarantor(s), as applicable, each have had an opportunity to consult independent legal counsel in connection with his, her, or its decision to enter into this Agreement, and enter into this Agreement freely and without any duress or other undue influence.

This Agreement reflects the product of arm's-length negotiations between sophisticated parties, and no one party shall be deemed the drafter for purposes of any rule or doctrine pursuant to which ambiguities are to be construed against the drafter. The Parties intend for this Agreement to be construed in plain English and without reference to the paragraph headings and subheadings, which are for reference only. In this contract there are no terms of art, no technical or foreign words, and no ancient words fallen into disuse, that require parol interpretation.

This Agreement may be executed in counterparts (including PDF and other electronic copies), which taken together will constitute one instrument. Except as set forth in the Terms of Service, no modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by both Parties. If any provision of this Agreement is held by a court of competent jurisdiction to be



contrary to law, the provision should be modified by the court and interpreted so as best to accomplish the objectives of the original provision, and the remaining provisions of this Agreement will remain in effect. Each of the services provided by Eventbrite and described herein will be deemed to be "Services" under the Terms of Service and each of the charges, fees and other costs set forth herein will be deemed to be "Fees" under the Terms of Service.

Certificate Of Completion

Envelope Id: AC0EE4B303E54D56ACDDC766804DD024	Status: Sent
Subject: Eventbrite: Eventbrite Services Agreement - City of Gulf Shores	
Source Envelope:	
Document Pages: 8	Signatures: 0
Certificate Pages: 1	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Miles Littlefield
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	651 Brannan Street, Suite 110
	San Francisco, CA 94107
	milesl@eventbrite.com
	IP Address: 34.202.86.120

Record Tracking

Status: Original	Holder: Miles Littlefield	Location: DocuSign
6/26/2024 8:16:48 AM	milesl@eventbrite.com	

Signer Events	Signature	Timestamp
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Robert Craft		Sent: 6/26/2024 8:16:51 AM
mayor@gulfshoresal.gov		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Erica Bassett	COPIED	Sent: 6/26/2024 8:16:52 AM
ebassett@gulfshoresal.gov		Viewed: 6/26/2024 9:39:50 AM
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		
Miles Littlefield		
milesl@eventbrite.com		
Security Level: Email, Account Authentication (None)		
Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	6/26/2024 8:16:52 AM
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Payment Events	Status	Timestamps
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