

TERMS AND CONDITIONS

This Season Ticket Member Agreement (this "Agreement") is agreed to by the person or entity identified as the Season Ticket Member ("STM") purchasing the season tickets described in this Agreement (the "Season Tickets") and Rochester Hockey, LLC, a New York limited liability company (the "Americans"). STM's use of the Season Tickets in the arena currently named BlueCross Arena at the War Memorial located at One War Memorial Square, Rochester, New York 14614 (the "Arena") is subject to the following Terms and Conditions. STM shall be bound by and observe these terms and conditions upon which the Season Tickets are issued.

1. POSSESSION AND USE. STM shall be entitled to the use and possession of the Season Tickets for each pre-season and regular season ice hockey game played in the Arena by the Americans during the American Hockey League ("AHL") season identified on the first page of this Agreement, and any renewals of this Agreement as described herein (the "Term"), subject to the provisions of this Agreement. Each AHL season in which the Americans is a franchise playing ice hockey shall be a "Season". Access to the Season Ticket seats shall be controlled by the Americans and shall require the presentation, by each person using such area, of a ticket for admission thereto. This Agreement only provides STM with the right and privilege to possess and use the Season Tickets in the manner set forth in this Agreement. This Agreement does not confer upon STM and STM's guests any greater or lesser rights and privileges with respect to admission to the Arena than afforded to other holders of tickets for admission thereto. STM and STM's guests, and anyone using the Season Tickets on STM's behalf, shall be bound by and shall observe the terms and conditions upon which admission to the Arena is permitted, including without limitation, all applicable policies of the Americans, the Arena, and the AHL Fan Code of Conduct. STM and all those using the Season Tickets shall maintain proper decorum and comply with all applicable laws, rules and regulations of all governmental authorities and the Americans. STM shall not suffer or permit the use of the Season Tickets in violation of this Agreement or any of the rules and regulations referenced herein. STM is strictly responsible for the compliance of all such rules by himself/herself and any person utilizing STM's Season Tickets. STM assumes full responsibility for the character, acts, and conduct of each person who gains admission to the Arena by presentation of the Season Tickets. For purposes of STM's obligations hereunder, the act of any such person shall be deemed the act of STM. STM, for him/herself, his/her heirs, executors, administrators, successors and assigns, hereby releases, waives, relinquishes, discharges, and agrees to indemnify, defend, and hold the Americans, and Rochester Arena, LLC ("RA"), and each of their respective successors, assigns, affiliates, agents, officers, directors, members, and employees, harmless from and against any and all claims, demands, liabilities, suits or actions (including all reasonable expenses and attorneys' fees incurred by or imposed on the Americans and RA in connection therewith) for loss, injury or other casualty arising from conduct referenced herein. For violation of this Agreement or any applicable law, rule, or regulation of the Americans or any entity with authority, the Americans may exclude any person from the Arena or the Season Tickets, or immediately terminate the right of any person to obtain access to the Season Tickets or remain within the Arena, and remove or cause such person(s) to be removed therefrom. This Agreement does not entitle STM to any future or renewal rights, except as expressly stated herein. The Americans, in its sole discretion, reserves the right for any reason whatsoever not to renew any Season Tickets or to change the seat location previously assigned to STM.

2. OBLIGATION TO PAY. Season Tickets are non-refundable and non-transferable, except as provided for in this Agreement or otherwise required by applicable law. Except as otherwise set forth herein, STM is obligated to pay the designated fee (ticket fees and license fees, if applicable) for the right and privilege to use the Season Tickets (the "Fee") promptly when such payments are due without any deductions, set offs, or counterclaims against such payments on account of any breach or default by or claims against the Americans or otherwise. The Americans shall not be liable for and STM shall not assert any deduction, set off, or claim of any nature against the Americans for any act or omission of or any breach or default by any concessionaire or other vendor in or about

the Arena. Except as otherwise set forth in this Agreement, the Americans shall have no liability to STM on account of any cancellation or postponement or other failure or deficiency in the conduct of such games. STM's rights under this Agreement, including the right to have access to the Arena and use the Season Tickets, are subject to the condition precedent of payment by STM to the Americans of all sums then due to the Americans and upon STM's continued compliance with this Agreement. STM shall pay any sales, privilege, rental, use, property, or other governmental taxes due on or with respect to the Fees or on account of the use of the Season Tickets. In the event the Americans discontinue playing professional ice hockey games at the Arena, then this Agreement shall be cancelled and STM's sole and exclusive remedy upon such cancellation shall be that STM is relieved of responsibility for any future payments as outlined above and shall be refunded any advance Fees paid. **ALL SALES FINAL. ALL FUNDS MUST BE IN U.S. DOLLARS. A \$25.00 FEE WILL BE CHARGED FOR ALL RETURNED CHECKS. ACCEPTED FORMS OF PAYMENT:** Personal or Certified Check, Money Order, Credit Card (Visa, MasterCard, American Express, and Discover). Cash payments accepted in person at the Americans' Ticket Office (please do not send cash through the mail). **TICKET FEES OVER \$10,000 MUST BE PAID BY CASH OR CHECK, NO CREDIT CARDS AND NO INSTALLMENT PLANS.**

• **Remit by Mail:** Rochester Americans Ticket Office, One War Memorial Square, Rochester, New York 14614. Allow sufficient time for your payment to arrive by the payment due date.

• **By phone:** 585-454-5335.

Easy Renew:

If STM chooses to pay in installments (12 month pre-authorized installment plans available with payment by credit card), STM is consenting to enroll in the Americans' new Easy Renew program. Easy Renew annually renews this Agreement at its expiration and STM's selected installment plan for the Season Tickets every [February] for the next Season unless STM or the Americans opt out by the deadline (February 1). STM or the Americans must provide written notice of their intent to opt out of Easy Renew, at either party's discretion, before February 1st in advance of the Season for which the renewal will apply ("Opt Out Notice"). Notice by STM to the Americans must be made by STM contacting STM's Account Services Representative in writing and expressly stating STM's desire to opt out. Notice must be made in writing (U.S. mail or electronic mail is sufficient). If STM does not provide an Opt Out Notice to the Americans, and the Americans does not provide an Opt Out Notice to STM, by February 1st in advance of the Season for which the renewal will apply, then this Agreement, as the same may be modified as set forth below, will renew for the next Season. Any changes to this Agreement, including Fees, shall be provided by the Americans to STM in writing at least thirty (30) days in advance of February 1st each year. Those changes shall become effective as of February 2nd unless the Americans or STM have provided an Opt Out Notice to the other. If the Americans or STM provide a timely Opt Out Notice, then this Agreement shall expire as of the date of the Opt Out Notice, all rights and privileges STM may have had in the Season Tickets shall terminate, and the Season Tickets shall be made available in the ticket pool pursuant to the Americans' ticketing policies. The Americans only accept credit cards (and not debit cards) for pre-authorized installment payments.

Pay As We Play. If STM chooses to enroll in a pre-authorized installment plan (12 month pre-authorized installment plans available with payment by credit card), STM consents to enroll in the Americans' Pay As We Play program. "Pay As We Play" program means that if the Americans' receive the opportunity to play in a home playoff game(s) in post-season play of a Season for which STM purchased the Season Tickets through a pre-authorized installment plan, then by enrolling in Pay As We Play, STM pre-authorizes his/her purchase of tickets (in the same location and number as STM's Season Tickets) to the home playoff game(s), unless STM provides a timely notice of his/her desire to opt out. STM's home playoff ticket purchase is hereby pre-authorized by STM on the credit card used for the installment plan for the Season, unless STM opts out. STM will be provided advance notice of the cost of the home playoff tickets as soon as reasonably practicable in advance of the charge

being made on STM's credit card. STM may opt out of Pay As We Play within five (5) days after receiving such notice from the Americans.

3. LATE FEE; CANCELLATION. Any Fees or other monetary obligation under this Agreement not paid to the Americans in accordance with the available payment schedule selected by STM, if applicable, shall bear interest accruing from such date at the rate of fifteen percent (15%) per annum or the highest rate permitted by law, whichever is less. Failure to render the first payment by the due date on the first invoice disqualifies the account from all offers falling under that deadline, including but not limited to, the seat location, seat relocation process and the pre-sale of single game tickets opportunity. The Americans reserve the right to cancel any account not in good standing within the payment schedule. The Americans reserve the right to charge a \$100.00 per seat cancellation fee ("Cancellation Fee") in the event of a cancellation approved by the Americans, in its discretion; STM is not entitled to any cancellation rights.

4. PREEMPTION. STM acknowledges and agrees that the Americans or the AHL may cancel, postpone, reschedule or relocate games or events for any reason (e.g., move a regular season game of the Americans from the Arena to an alternate venue), as determined in their sole discretion, as well as modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of AHL games and events.

5. DEFAULT. In the event STM fails to pay when due any amounts to be paid by STM pursuant to this Agreement or otherwise defaults in the performance or observation of its duties and obligations under the Agreement, the Terms and Conditions or such other policies, rules or regulations as may be established by the Americans from time to time, the Americans may, at its option: (a) withhold distribution of tickets to STM for games and events played in or held at the Arena until such time as such default is cured; and/or (b) terminate the rights of STM under this Agreement and declare the entire unpaid balance of the Fee (which for purposes hereof shall include the total aggregate unpaid balance of the Fees and Late Fees/Cancellation Fees, if applicable, for the remainder of the Season) immediately due and payable whereupon the Americans shall have no further obligation of any kind to STM. The Americans shall use reasonable efforts to resell the Season Tickets to another party; provided that, if there are any other Season Tickets in the Arena available to be licensed, the Americans may give priority to selling such other Season Tickets. STM shall remain obligated to make all payments due or becoming due under this Agreement, but if the Americans sell the Season Tickets to another party, then all amounts received from such other party, applicable to any remaining period of this Agreement shall be applied first to the expense of reselling and then to the reduction of any obligations of STM to the Americans under this Agreement. If the consideration collected by the Americans upon any such reselling is not sufficient to pay the full amount of all such obligations of STM, STM shall pay such deficiency upon demand. The foregoing remedies of the Americans shall not be to the exclusion of any other right or remedy set forth in this Agreement or otherwise available to the Americans in law or equity. STM shall be responsible for all reasonable attorneys' fees and costs incurred by the Americans in the enforcement of this Agreement whether or not litigation is actually commenced and including any appellate proceedings.

6. WAIVER; STM WAIVER OF TRIAL BY JURY. No waiver by the Americans of any default or breach by STM of its obligations under this Agreement shall be construed to be a waiver or release of any other subsequent default or breach by STM under this Agreement, and no failure or delay by the Americans in the exercise of any remedy provided for in this Agreement shall be construed a forfeiture or waiver thereof or of any other right or remedy available to the Americans. **YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS, CLASS ACTIONS OR CLASS ARBITRATIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, STM ACKNOWLEDGES AND AGREES THAT THE AMERICANS MAY, IN ITS SOLE DISCRETION, ELECT TO COMMENCE AN ACTION IN A COURT OF COMPETENT**

JURISDICTION LOCATED IN BUFFALO, NEW YORK (WITHOUT RESORTING TO ARBITRATION IN ACCORDANCE WITH THESE TERMS) TO (i) ENFORCE THIS AGREEMENT AND THESE TERMS AND CONDITIONS AND (ii) ARISING FROM STM'S FAILURE TO TIMELY PAY THE TICKET FEE OR OTHER AMOUNT DUE IN ACCORDANCE WITH THIS AGREEMENT AND THESE TERMS AND CONDITIONS (collectively, a "STM Financial Default"). Specifically, to the extent permitted by applicable law, you agree that, except with respect to a STM Financial Default (as set forth above), any dispute must be resolved exclusively by arbitration, shall take place on an individual basis; class arbitrations and class actions are not permitted. Such arbitration shall be effected by arbitrators selected as hereinafter provided and shall be conducted in Rochester, New York in accordance with the Rules of the American Arbitration Association. The dispute shall be submitted to three (3) arbitrators, one arbitrator being selected by the Americans, and one selected by STM. Those arbitrators shall then select the third (3rd) arbitrator, or, if the selected arbitrators cannot agree, the third (3rd) arbitrator shall be selected in accordance with the Rules of the American Arbitration Association. The meetings of arbitrators shall be held at such place or places in Rochester, New York as may be agreed upon by the arbitrators. Any award made by a majority of the arbitrators shall be final, binding, and conclusive on the parties for all purposes. Any fees or charges of the arbitration and any cost of arbitration, including the cost of personal attorneys of each participant, shall be the sole responsibility of each party to the arbitration.

7. STRIKES, DAMAGES, DESTRUCTION, RELOCATION OF GAMES, ETC. In the event of (a) any strike, lockout or other work stoppage involving AHL players which results in the cancellation (but not the suspension, rescheduling or postponement to another time or date) of any of the Americans games for which the Season Tickets apply, or (b) any damage to or destruction of the seats for which the Season Tickets apply or the Arena (but not if caused by the fault or neglect of the STM) which renders the Season Tickets or the Arena unusable for any of the Americans games for which the Season Tickets apply, then the Fees shall be reduced pro rata for such game or games in the Season for which the Season Tickets are unusable for the reasons just stated. If, in the event of any damage to or destruction of the Season Tickets or the Arena, the Americans elects not to repair or restore the same, this Agreement shall terminate as of the date of such damage or destruction, and the entire amount of the reduction promptly shall be reflected in the amount due from or to STM. If a Season within the Term is cancelled as a result of a strike, lockout or other work stoppage involving AHL players, then the Americans may elect to apply the Fees to the next succeeding Season for season tickets in the same location for pre-season and regular season games.

8. DISCLAIMER OF LIABILITY. Neither the Americans nor any of its affiliates, directors, officers, members, employees, or agents shall be liable or responsible for any loss, damage, or injury to any person or to any property of STM or STM's guests in or upon the Arena resulting from any cause whatsoever, including but not limited to theft and vandalism, unless due to the gross negligence or the willful misconduct of the Americans or its officers, employees or agents, respectively. In addition, STM agrees to defend, indemnify, and hold the Americans and its affiliates including, without limitation, Rochester Arena, LLC and Rochester Lacrosse, LLC, harmless from and against any liability, losses, claims, demands, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising out of any personal injury, or property damage occurring in or upon the Arena in connection with STM's use or occupancy of the Season Tickets or due to any contravention of the provisions of this Agreement or of any applicable laws, rules, regulations or order of any governmental agency having appropriate jurisdiction over any actions or negligence of STM. **IN NO EVENT SHALL THE AMERICANS' TOTAL LIABILITY TO STM FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING WITH RESPECT TO USE OF THE SEASON TICKETS GRANTED HEREIN EXCEED THE AMOUNT OF**

THE FEES PAID BY STM FOR THE SEASON. IN NO EVENT SHALL THE AMERICANS BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR EXEMPLARY DAMAGES OF ANY KIND.

9. ASSUMPTION OF RISK. Despite enhanced spectator shielding measures, various items, including, without limitation, hockey sticks and pucks may still enter the spectator areas and cause serious injury. Be alert when in spectator areas including after stoppage of play. The holder of a ticket to a game or event assumes all risks and danger of personal injury arising from or related to the game or event, including specifically (but not exclusively) the danger of being injured by hockey sticks, pucks, other spectators or players or by thrown objects. STM agrees that the Americans, Rochester Arena, LLC, the AHL and each of their respective partners, members, directors, officers, players, employees, agents and representatives (collectively, "Releasees") are expressly released by the ticket holder from claims arising from such causes or otherwise occurring at or in connection with a game or event. In addition, STM agrees to defend, indemnify and hold the Releasees harmless from and against any liability, losses, claims, demands, costs and expenses, including reasonable attorneys' fees and litigation expenses, arising out of any personal injury, or property damage occurring in or upon the Arena in connection with STM's use or occupancy of the Season Tickets or due to any contravention of the provisions of the Agreement or of any applicable laws, rules, regulations or order of any governmental agency having appropriate jurisdiction over any actions or negligence of STM.

10. COPYRIGHTS. STM and STM's guests, and anyone using the Season Tickets on STM's behalf, are not allowed to transmit or aid in transmitting any information about an AHL game or event at the Arena including, but not limited to, any account, description, picture, video, audio, reproduction or other information concerning the game (including pre and post-game activities) (the "Game Information") The Americans and the AHL, as the case may be, are the exclusive owners of all copyrights and other propriety rights to the game or event and Game Information and STM, on behalf of him/herself, as well as STM's guests and anyone using the Season Tickets on STM's behalf, grants an unrestricted, perpetual, royalty-free right and license to use the ticket holder's voice, image and/or likeness incidental to any broadcast, telecast, photograph taken, or other transmission or reproduction in connection with the game or event, or otherwise, to the Americans and its respective affiliates, sponsors, licensees, advertisers and/or broadcasters.

11. TERMINATION OF LICENSE. The parties acknowledge that the rights conveyed by the Americans to STM under this Agreement are subject to and derivative of the rights granted to the Americans by Rochester Arena, LLC under a certain license agreement (the "License"). Accordingly, if the rights granted to the Americans under the License terminate prior to the end of the Term, then this Agreement will immediately terminate. In the event of such termination, STM's sole remedy against the Americans shall be to receive a refund of any pre-paid Fee that is attributable to the remaining portion of the Term after the date of such termination.

12. MISCELLANEOUS. (a) STM shall not sell, assign, sublease, pledge, or otherwise transfer or encumber this Agreement or any of the STM's rights and obligations under the Agreement, without the prior written consent of the Americans. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall be null and void and of no effect. This shall not be construed to restrain STM's ability to resell individual tickets. (b) All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and deemed given if mailed, postage prepaid, to the respective addresses set forth in the Agreement, or to such address as may be designated by either party; from time to time, in writing. For purposes of this Agreement, the Americans' address shall be One War Memorial Square, Rochester, New York 14614; STM's address shall be the address set forth in this Agreement. (c) **THE AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF**

CONFLICT OF LAWS. (d) This Agreement, including these Terms and Conditions, contains the entire agreement of the parties with respect to the matters provided for therein, and shall supersede any written instrument or oral agreement previously made or entered into by the parties to the Agreement. (e) This Agreement, and all the terms and provisions thereof, shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns. No amendment or modification to the Agreement shall be effective unless the same is in writing and signed by the Americans.

13. PARKING INFORMATION. STM parking passes are available at a discounted rate for the Season.¹ If you do not have a pass and are interested in purchasing one, please contact our office at 585-454-5335.

14. TRANSFER. STM may not transfer or assign STM's rights in or to the Season Tickets to any other party without submitting a request for Transfer (as defined below). A "Transfer" is defined as change of ownership on an account when the name of the Official Season Ticket Holder of Record is changing from one name to another. Simply crossing off the name and address on any Americans' correspondence (including an invoice) and writing in a new name will not be considered a legitimate Transfer request and the change will not be made. All Transfer requests are subject to review by the Americans and the Americans reserve the right to approve or deny and such request in its sole discretion. Transfer forms can be obtained from the Americans Ticket Office.

15. UPDATE CONTACT INFORMATION. It is the responsibility of STM to notify the Americans Ticket Office when you have a change in your contact information. It is important that you keep your email and address current to ensure prompt delivery of invoices, tickets, and other dated ticket information. In the event you are changing your name to your married name, please submit a copy of your marriage certificate and your driver's license.