

PERSONAL SEAT LICENSE MARKETING AND SALES AGREEMENT

Personal Seat License Fees have been a very hot topic of debate for current and potential new season ticket holders. Personal Seat License Fees are “one time” fees that give people the right to annually purchase season tickets for a specified number of years. Personal Seat Licenses are transferrable and can be sold by the licensee once they are purchased. Personal Seat Licenses have been one of the main sources of new revenue for almost all recent stadium projects and help keep ticket prices down. The pricing structure for a PSL has not been made public however rumors suggest the prices will range from \$500 to \$16,500, in part depending on where the seat is located within the stadium. Personal Seat License Fees are used by the team and owner to collect revenue that will only be used in connection with construction of the stadium and to secure certain financing support from the NFL such as the NFL G4 funding program. While fans are eager to learn more about these Personal Seat Licenses, The Personal Seat License Marketing and Sales Agreement offers information that would be of interest to a potential season ticket purchaser. The Agreement is between the Erie County Stadium Corporation and StadCo, a wholly owned subsidiary of the Buffalo Bills, and it describes the rights and obligations of the respective parties. This Agreement does not offer pricing, term, and payment details, as that information is expected to come at a later date.

- General Information
 - The PSL Marketing and Sales Agreement is between Erie County Stadium Corporation (ECSC) and StadCo (A wholly owned subsidiary of the Bills).
 - Pursuant to this agreement, ECSC appoints StadCo to act as its exclusive Agent with the right to appoint Subagents to market and sell PSLs.
 - StadCo shall use commercially reasonable efforts to sell PSLs.
 - StadCo’s inability to sell all of the PSLs does not release or relieve it from any of its obligations or liabilities under the Construction Coordinating Agreement.
 - StadCo or its Subagent will develop a marketing plan to market, solicit orders for, and sell PSLs.
 - StadCo or its Subagent will establish a marketing and sales center to help sell PSLs.
 - PSL revenues shall be used to pay or reimburse StadCo for all of the costs and expenses incurred in connection with the PSLs.
 - StadCo will deliver to ECSC periodic reports that outline the number of PSLs sold, a forecast for the PSLs that will be sold, the amount of net and gross proceeds collected from the PSLs, the aggregate PSL Costs and Commissions, a copy of all executed PSL Agreements, a variance report, and any information, documents, records or reports that are relevant to PSL Revenues and PSL sales agreements.
 - StadCo will provide a comprehensive annual financial report relating to the PSL Sales Agreements and the PSL Revenues as well as quarterly revenue and expense statements.
- PSL Sales Agreement

- StadCo will develop standardized forms of contracts for the sale of the PSLs that will be approved by ECSC, these agreements will outline the terms such as the following:
 - PSLs sold do not provide the licensee with any ownership or other equity interest in the New Stadium.
 - A release and indemnification of ECSC, ESD, the County and their directors, officers, employees, and agents from and against any liability, regarding any personal injury or property damage in connection with use of the PSL.
 - A statement that StadCo or its Subagent executes these agreements on behalf of ECSC as an agent (not as a principal).
 - The interest of ECSC in the PSL Sales Agreement and associated revenues may be sold, transferred, or otherwise assigned to third parties.
 - The interest of ECSC in such PSL Sales Agreement and resulting revenues may be sold, transferred or otherwise assigned (whether outright or for collateral purposes) to one or more third-parties.
 - StadCo will be responsible for processing all refunds, not ECSC.
 - ECSC and ESD will not be liable for monetary damages for any reason.
- Termination of The Agreement
 - This Agreement expires on the earlier the Stadium Lease Expiration Date or at the end of the 10th calendar year of the 30-year lease.
 - The Agreement may be terminated at any time during the Sales Term upon the mutual written agreement of the Parties, automatically upon the termination of the Stadium Lease, or by ECSC under certain terms.
- PSL Proceeds
 - The PSL Agent is authorized to enter into PSL Sales Agreements with PSL Licensees on behalf of ECSC.
 - The PSL Agent shall deposit all PSL Revenues (minus the PSL Costs permitted to be retained by the PSL Agent) to the Project Account or another that the PSL Agent and ECSC establish as long as it is not owned or for the benefit of the PSL agent or StadCo.
 - All PSL revenues are dedicated to Project Costs.
- PSL Budget, Compensation, and Payment
 - The PSL Agent shall prepare an annual budget for the costs and expenses incurred to perform the marketing and promotion of PSLs for each year and identifying projected costs associated with the performance of services under the Agreement.
 - The PSL Agent is permitted to reimburse itself and its Subagents for all costs and expenses incurred in connection with any revenues associated with the sale of PSLs and in connection the PSL budget.
 - In addition to reimbursement of the PSL Costs incurred by the PSL Agent and/or its Subagent, the PSL Agent and/or Subagent will receive commissions for sales of PSLs sold.

- Assignment and Subcontracting of Agreement
 - StadCo may not assign, transfer or otherwise dispose of or encumber any of its rights or duties without the prior written consent of ECSC, this does not apply to the PSL agent utilizing Subagents, Subagents must comply with all terms and conditions of this Agreement.
 - StadCo is responsible for the acts and omissions of the PSL agent and any Subagents, the use of Agents and Subagents does not relieve StadCo of any of its obligations under the Agreement.
 - StadCo shall furnish the executed assignment and assumption of agreement to ECSC for each permitted assignment, then the assignee shall be a party to this Agreement as successor to StadCo and StadCo shall be released from its obligations under this Agreement to the extent of the assignment and assumption.
 - ECSC may not assign or transfer any of its rights or duties unless StadCo is given two business days' notice to StadCo, to an Affiliate, or to another public benefit corporation of the State, as long as that assignee is also assigned and assumes full responsibility for the performance of all of the obligations of ECSC.
 - Without any further action or approval, the rights and duties of ECSC shall take effect to the benefit of and be binding upon any successor to ECSC.
- Confidentiality
 - All information developed or received by or for StadCo or ECSC related to the sale of PSLs (besides marketing materials), including contract pricing, shall be kept confidential to the fullest extent allowed.
- Use of ECSC Marks and Architectural Images
 - ECSC grants to the PSL Agent an exclusive, nontransferable, royalty-free, sublicensable right to use ECSC Marks to execute the PSL Agent's rights and responsibilities under the Agreement and use and exploit the Architectural Images for the same reason.
 - The PSL shall comply with ECSC trademark guideline and is not permitted to modify or alter licensed trademarks without approval of ECSC.
 - All rights accruing from the use of ECSC Marks and Architectural Images will be to the benefit of and exclusive property to ECSC.
- Sublicensing
 - StadCo is liable for all actions or inactions of each of its subcontractors, subagents, and sublicensees, including the PSL Agent and any of its Subagents.
 - StadCo will cause all of its subcontractors, subagents, and sublicensees to be bound by all of the applicable terms and conditions of this agreement.
- Right to Inspect Records of the PSL
 - For up to 3 years after the date of termination or expiration, ECSC has the right to audit the books and records of the PSL Agent.
 - The PSL Agent will maintain books and records with respect to all relevant PSL matters.

- Non-Discrimination
 - The PSL agent shall not discriminate against any employee or applicant and the PSL Agent shall not discriminate against any prospective PSL licensee.
- Insurance and Indemnification
 - StadCo agrees to protect, defend, hold harmless and indemnify each ECSC from and against all damages resulting from a claim, unless those damages result from gross negligence or willful misconduct.
 - StadCo will purchase and maintain insurance policies relating to performance of services under the Agreement during the Sales Term and two years after.