

South Plainfield School District Expense Account Adjustment Analysis By Adjustment#

va_exaa2.082406
11/01/2017

Current Cycle : November

Adj #	Description	Account#	Account Description	Date	User	Amount	Adjustment	New Balance
Current Appropriation Adjustments								
000165	Xfer for employee w2 refill	11-000-291-270-12-	HEALTH BENEFITS	11/01/2017	SFRIED	\$9,397,283.00	(\$100.00)	\$9,397,183.00
	Xfer for employee w2 refill	11-000-291-290-12-	OTHER EMPLOYEE BENEFITS	11/01/2017	SFRIED	\$10,000.00	\$100.00	\$10,100.00
					Total for Adjustment #	000165	\$0.00	
000166	Xfer for referendum projs	30-000-402-390-01-	PAVING-HS-OTH PROF SVCS	11/01/2017	SFRIED	\$12,874.00	\$903.00	\$13,777.00
	Xfer for referendum projs	30-000-402-390-03-	PAVING-GRANT-OTH PROF SV	11/01/2017	SFRIED	\$13,278.00	\$903.00	\$14,181.00
	Xfer for referendum projs	30-000-402-390-04-	PAVING-FRANKL-OTH PROF	11/01/2017	SFRIED	\$8,335.00	\$566.00	\$8,901.00
	Xfer for referendum projs	30-000-402-390-05-	PAVING-JFK-OTH PROF SVCS	11/01/2017	SFRIED	\$8,335.00	\$566.00	\$8,901.00
	Xfer for referendum projs	30-000-402-390-06-	PAVING-RILEY OTH PROF SV	11/01/2017	SFRIED	\$8,335.00	\$566.00	\$8,901.00
	Xfer for referendum projs	30-000-402-450-05-	PAVING-JFK	11/01/2017	SFRIED	\$308,285.63	(\$3,504.00)	\$304,781.63
					Total for Adjustment #	000166	\$0.00	
000167	Xfer for UPS costs	11-000-251-340-12-	PURCHASED TECHNICAL SERV	11/01/2017	SFRIED	\$35,026.00	(\$1,000.00)	\$34,026.00
	Xfer for UPS costs	11-000-251-592-12-	MISC PURCHASED SERVICES	11/01/2017	SFRIED	\$126,124.00	\$1,000.00	\$127,124.00
					Total for Adjustment #	000167	\$0.00	
000168	Xfer for cost of evals	11-000-217-320-18-	PURCH PROF - EDUC SVCS	11/01/2017	SFRIED	\$251,500.00	\$7,000.00	\$258,500.00
	Xfer for cost of evals	11-000-219-390-18-	PURCHASES	11/01/2017	SFRIED	\$14,000.00	(\$7,000.00)	\$7,000.00
					Total for Adjustment #	000168	\$0.00	
000169	Xfer for Referendum Projs	30-000-416-450-22-	HOME BLEACHERS-JOST	11/01/2017	SFRIED	\$544,012.00	\$43,000.00	\$587,012.00
	Xfer for Referendum Projs	30-000-417-450-22-	VISITOR BLEACHERS-JOST	11/01/2017	SFRIED	\$641,092.00	(\$43,000.00)	\$598,092.00
					Total for Adjustment #	000169	\$0.00	
000170	Xfer for Speech subs	11-000-216-101-18-	SAL SPEECH THERAPISTS	11/01/2017	SFRIED	\$787,202.00	(\$50,000.00)	\$737,202.00
	Xfer for Spec Svcs tuition	11-000-217-320-18-	PURCH PROF - EDUC SVCS	11/01/2017	SFRIED	\$258,500.00	\$50,000.00	\$308,500.00
					Total for Adjustment #	000170	\$0.00	
000171	Xfer for Grant School Supplies	11-000-213-600-03-	SUPPLIES & MATERIALS	11/01/2017	SFRIED	\$3,000.00	(\$1,785.00)	\$1,215.00
	Xfer for Grant School Supplies	11-190-100-610-03-	SUPPLIES	11/01/2017	SFRIED	\$47,472.00	\$1,785.00	\$49,257.00
					Total for Adjustment #	000171	\$0.00	
000172	Xfer for Cotoia Tourney salari	20-087-100-110-22-	COTOIA TOURN-SALARIES	11/01/2017	SFRIED	\$0.00	\$400.00	\$400.00
	Xfer for Cotoia Tourney salari	20-087-100-600-22-	COTOIA TOURNAMENT GRANT	11/01/2017	SFRIED	\$4,102.00	(\$400.00)	\$3,702.00
					Total for Adjustment #	000172	\$0.00	
000173	Move Stern Lab to fund 12	11-000-261-420-01-	REQUIRED MAINT-HS	11/01/2017	SFRIED	\$390,892.00	(\$70,996.00)	\$319,896.00
	Move Stern Lab to fund 12	12-140-100-730-01-	HIGH SCHOOL EQUIPMENT	11/01/2017	SFRIED	\$0.00	\$70,996.00	\$70,996.00
					Total for Adjustment #	000173	\$0.00	

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Total Current Appropriation Adjustments \$0.00

TICKETING SERVICES AGREEMENT

Last Updated: January 15, 2015

Modified: December 15, 2017

THIS TICKETING SERVICES AGREEMENT ("Agreement") is made by and between BookTixNow LLC, a New Jersey limited liability company, with a principal place of business at 1 Pelham Place, East Brunswick, NJ 08816 ("Company," "BookTix," "We," "Us," or "Our"), and You, a person, organization or other entity (a "Client," or "You" or "Your"). BookTix provides a service that enables You to sell, market and manage tickets that allow access to, attendance at, or participation in, events, venues and other activities that are held on one or over the course of many days (individually, an "Event") by the ticket purchaser or holder (individually, a "Patron") that You, as an Event organizer, are legally authorized to provide. In addition, You are granted the right to use Our service to market and sell merchandise ancillary to Your Events and accept donations to Your organization provided that You are legally authorized to do so. The parties, intending to be legally bound, hereby agree as follows:

BY MEANS OF EITHER CREATING AN ACCOUNT OR SUBMISSION TO US OF A SIGNED COPY OF THIS AGREEMENT, YOU REPRESENT THAT YOU ARE LEGALLY AUTHORIZED AS AN EVENT ORGANIZER TO ENTER INTO THIS AGREEMENT AND HAVE READ AND UNDERSTAND THIS AGREEMENT, THE TERMS OF SERVICE ("TOS") AND THE PRIVACY POLICY, EACH HEREBY INCORPORATED BY REFERENCE, AND EXPRESSLY AGREED TO, AND CONSENT TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS CONTAINED THEREIN. YOU FURTHER ACKNOWLEDGE THAT THIS AGREEMENT IS SUBJECT TO CHANGE AND THAT YOUR CONTINUED USE OF OUR SERVICES UPON NOTICE OF ANY CHANGES TO THIS AGREEMENT CONSTITUTES YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AT THAT TIME, WHICH WILL BECOME EFFECTIVE THREE (3) DAYS AFTER NOTICE TO, AND APPROVAL BY, CLIENT OF SAME. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, THEN THIS TRANSACTION WILL BE CANCELED AND YOU WILL BE UNABLE TO ACCESS THE BOOKTIX.COM WEBSITE AND YOUR SUBDOMAIN (THE "SITES") AND THE SERVICES THAT WE OFFER. WE RESERVE THE RIGHT TO DECLINE YOUR REQUEST FOR SERVICES FOR ANY REASON, AT ANY TIME AND WITHOUT NOTICE.

1. OUR SERVICES AND OBLIGATIONS

BookTix shall provide the following Services ("Services") under this Agreement: (i) list and display Your Event on a subdomain of the BookTix's website, which is located at the following URL: <http://BookTix.com>; (ii) accept, process and manage online orders for tickets to Your Event (iii) provide on loan all necessary equipment and supplies to enable the online recordation of onsite ticket sales (iv) process all online payments to said Event on Your behalf; and (v) provide an accounting to You of Our fees and charges for each ticket sold, both online and onsite.

2. FEES, CHARGES, AND PAYMENT METHODS

Both online payments and the recordation of onsite sales made by You are processed through the BookTix payment and sales processing platform (the "Platform") and require its use.

BookTix charges an inclusive, per-ticket fee for Our Services ("Fees"), which is deducted from disbursements made to You by BookTix as set forth in Your individualized fee schedule and is incorporated by reference herein. Where there is a dispute between terms and conditions in an individualized fee schedule and this Agreement, the individualized fee schedule shall govern. All Fees and any other monies contemplated by this Agreement are payable in United States Dollars, or in any foreign currency accepted by BookTix for Events in another country or jurisdiction, as shown on our Site.

A. PAYMENT PROCESSING & RECORDATION

When You use the Platform to sell tickets and collect monies online, payment processing occurs directly by BookTix. When You sell a ticket and collect monies onsite, You use the Platform to record that transaction. In both cases, You are assessed a per-ticket fee for use of the Platform as specified in Your individualized fee schedule. BookTix fees include any and all third-party ticket purchase and/or payment related fees. BookTix will make all payments to You (online ticket sales minus applicable Fees due to BookTix, including any prior balance due to BookTix for any reason) via check delivered by First Class mail at the address that You provided to us upon account creation. You represent, warrant and covenant that the mailing address provided to Us is accurate and You will update this information as necessary to maintain its accuracy; BookTix will use commercially reasonable efforts to submit payment of the balance due to You within seven (7) business days after the end of the Event to which the balance due corresponds. We reserve the right to hold up to 20% of the balance due for up to sixty (60) days after the end of the Event. Any monies or payments withheld by BookTix are done so for the sole purpose of processing and settlement of all refunds, disputed charges, customer complaints, allegations of fraud, chargebacks, expected or actual chargebacks and other discrepancies. You may request a payment prior to the

end of Your Event for the current balance due, less the greater of 20% or \$500. Each Additional payment will incur a \$5 processing fee.

B. REFUNDS, EXCHANGES AND VOIDS

It is Your duty to effectively communicate Your refund policy to Patrons. You shall ensure that Your refund policy is consistent with the terms of this Agreement, the BookTix Refund Policy, and all applicable legal, regulatory and other governmental requirements. All communications or disputes regarding refunds are between the You and the Patron, and BookTix will not be liable for any decision with respect to the issuance of refunds over the course of, and arising out of Your use of BookTix Sites and Services.

(i) Patron Refunds, Exchanges and Voids. You are responsible for responding to Patron requests for a refund, exchange or void. Our service does not offer You the ability to provide for refunds, exchanges or voids by default. Rather, if You intend to offer refunds, exchanges or voids, then You must first elect to do so in accordance with the provisions set forth in the Advance Features section of Your Site, a copy of which is located here http://subdomain.booktix.com/admin/admin_enable_advanced.php and incorporated by reference herein. The election to enable advanced features may incur additional fees, so read carefully. We reserve the right to disable any Advanced Features, including, but not limited to Patron Refunds, Exchanges and Voids at our sole discretion.

(ii) Canceled or Rescheduled Events. No payments shall be made to You from BookTix with respect to any Event that has been cancelled (or for which the Client otherwise authorizes a refund). If an Event is canceled, a refund shall be issued to Patrons. Any fees due BookTix arising out of the processing of refunds shall be either deducted from any future disbursements to You or due upon receipt of invoice from BookTix, the method of such aforementioned recovery to be at the discretion of BookTix. If Client fails to submit payment to BookTix for its Fees or there is insufficient funds from which to deduct said fees upon disbursement, BookTix will process refunds for the canceled Event less all applicable Fees and Client shall thereafter be required to refund the Fees directly to Patrons and BookTix shall have no further liability or obligation. If an event is rescheduled, BookTix will use its sole discretion to determine whether it is considered a cancellation and therefore subject to the refund policy described in this section.

(iii) Notwithstanding the above, You acknowledge and agree that, for matters related to the protection of its intellectual property, business reputation, prospective economic gain, and the integrity of its Sites and Services, BookTix shall have the right, but not the duty to compel You to refund to Patrons of any or all amounts paid for tickets at any time for any reason or no reason, including without limitation if BookTix receives

complaints from a measurable number of Patrons, as determined by BookTix in its sole discretion, with respect to You or the applicable Event, or BookTix determines in its sole discretion that You have engaged in any fraudulent activity or made any misrepresentations. BookTix shall have no liability whatsoever to You in relation to, or arising out of any such decision to force or provide refunds. In the event BookTix compels Client to refund Patrons under this Section, no fees will be due to BookTix. Prior to implementation of any refund under this Section, BookTix will first contact Client ten (10) business days in advance of any planned cancellation or refund action to discuss and attempt to cure any deficiency or issue on part of Client.

C. DONATIONS

As an optional feature, The BookTix platform allows You to accept donations on behalf of Your organization in accordance with the terms and conditions set forth in the Advance Features section of Your Site, a copy of which is located https://subdomain.booktix.com/admin/admin_enable_advanced.php and incorporated by reference herein. The choice to accept donations is optional and may incur an additional fee. Please read carefully.

D. CHARGEBACKS

You will be charged for any credit card chargebacks and associated merchant processing fees arising out of Any credit card chargebacks initiated by a Patron for any reason with respect to Your Event. BookTix in its sole discretion shall either (i) deduct these costs from Your outstanding balance, whether for that particular Event or for any other Event that You list and display on Our Sites and through Our Services; or (ii) send an invoice to You for such costs if no balance exists. If payment for such invoice is not received by BookTix within forty-five (45) days after the invoice date, BookTix reserves the right, at BookTix's sole discretion, to terminate Your registration for the Services and to cancel all other Events listed by You as provided herein. BookTix shall have no liability whatsoever for any damages, claims or losses, in either equity or law, incurred by You in connection with any such termination or cancellation. Any and All communications and disputes regarding chargebacks are between You and Patron, and BookTix will not be responsible or held liable in any way for chargebacks issued in the course of the use of Our Sites and Services.

E. COLLECTION OF MONIES OWED

In the event that You do not pay to BookTix upon request any amount required to be paid by You under this Agreement, BookTix shall be entitled to recover from You, in addition to any amounts otherwise owed, reasonable costs of collection, including,

without limitation, collection agency fees, reasonable attorneys' fees, and associated court costs.

3. WITHHOLDING OF TAXES

You are solely responsible for all taxes or other governmental charges associated with Your Event or Your sale of tickets both online and onsite through the Services and will indemnify and hold harmless BookTix against any claims with the exception of taxes based on the net income of BookTixNow LLC. By way of illustration, If the state in which You reside or do business charges an amusement or other tax on certain types of Events and if Your Event meets the criteria to be deemed as such an event subject to such tax, then it is Your duty to adjust the ticket price in order to account for Your payment of these taxes. If BookTix determines that is required to collect or pay any such taxes or other charges, it may deduct such amounts from any balance payable to You under this Agreement or else invoice You for such taxes or other charges. BookTix reserves the right to withhold the payment of any amounts owed to You hereunder if BookTix suspects or determines that such amounts have been generated in (i) fraudulently, (ii) in violation of this Agreement or any other agreement to which You and BookTix are a party, or (iii) violation of any applicable laws or regulations foreign or domestic. Such withholding may be temporary or permanent, as determined by BookTix.

4. RESTRICTIONS ON EVENTS

When submitting Your Event to BookTix to be listed and displayed on Our Sites, it is Your responsibility to provide to Us any restrictions associated with said Event. Any Event that requires a restriction for admission, including, but not limited to, age, school or organizational affiliation, or other characteristics, aspects or requirements, must be clearly stated by You upon submission to Us. It is Your duty to ensure that any restriction placed on the event by You is lawful and does not violate any federal, state, or local laws, or any applicable foreign laws, prior to submitting the Event to Us. It is also Your responsibility to verify that all Patrons can be admitted to Your Event.

5. ACCESS, USAGE & PERFORMANCE

You understand and agree that Our Services, including access to and use of any Sites, Platform, equipment or supplies may, at times, be inaccessible, inoperable or otherwise unavailable for any reason, including, but not limited to: (i) equipment or communications malfunctions; (ii) periodic maintenance, repairs, or administrative reviews which We may undertake from time-to-time; (iii) manufacturer defects; (iv) or causes beyond Our reasonable control, or which are not reasonably foreseeable by Us, regardless of source or causative agent, including, but not limited to acts of government

or the negligent, reckless, malicious or criminal acts of third parties or Acts of God. You understand and agree that it is Your responsibility to learn how to use Our Platform in advance of making tickets available for Sale to Patrons. You also acknowledge that it is Your responsibility to provide for and maintain Internet access and to ensure that all dates, prices and performances are accurate and correct prior to making tickets available for sale to Patrons. You acknowledge and understand that You have the ability to print out a Patron sales list prior to the commencement of Event ticket sales and that this is the only way to fully ensure ticket sales verification in the event of Internet outage and that doing so is Your sole responsibility. If Services are inoperable through the fault of BookTix and not through the fault of Client, any and all tickets sold during any period of Service outage or inoperability, including in-person sales or via online portals, email or other electronic format, shall not incur a fee to BookTix for such sales.

6. REPRESENTATIONS AND WARRANTIES

You represent and warrant the following: (i) You are a producer, promoter, presenter, manager or otherwise a legally authorized organizer of the Event; (ii) You have the authority and right to offer, sell, and honor the tickets to the Event sold on Our Sites; (iii) the Event itself and any material or content provided by You to Us for use on Our Sites are not (and do not contain, promote, or link to material or content that is) pornographic, defamatory, grossly offensive, harassing, malicious, illegal, or otherwise objectionable, and do not infringe or violate (or contain, promote or link to material or content that infringes or violates) the rights of any person or entity, including, but not limited to, copyright, trademark, trade secret, proprietary, intellectual property, and rights of privacy and/or publicity, whether by statute or common law; and (iv) the Event and the sale of tickets to the Event does not constitute a violation of any federal, state, and/or local law

7. MISREPRESENTATION

The Event must be described truthfully and accurately at the time You submit the Event information to BookTix for listing and display on the Sites. If We discover and determine, in Our sole discretion, that You misrepresented the Event or Your authorization to act on behalf of the Event, then We reserve the right to cancel the Event and issue a refund to ticket purchasers (net of any Fees) as provided in this Agreement. If We determine that You repeatedly engage in the conduct described in this paragraph or that the gravity of Your misrepresentation is such that canceling Your Event is an insufficient response, then we reserve the right to terminate Your account, at Our sole discretion. If Your account is terminated, then any other Events submitted by You will be cancelled pursuant to this Agreement and BookTix reserves the right to take other actions or pursue additional remedies as permitted by law.

8. CONFIDENTIALITY AND NON-DISCLOSURE

You understand and acknowledge that BookTix is the owner of valuable trade secrets and confidential, non-public, and proprietary information (collectively "Confidential Information") and acknowledge that the Services which We perform involve the furnishing of Confidential Information to You including, but not limited to: (i) customer names, mailing addresses, and other personally-identifiable information; (ii) sales; (iii) market demographics; (iv) pricing; and (v) business strategy, and that the goodwill and competitive position of BookTix depend, in part, upon You keeping such Confidential Information confidential. You agree to use Your best efforts to protect Our Confidential Information and to implement security measures to keep said Confidential Information confidential to the extent permitted by law. Except pursuant to law, court order or the prior written consent of Us, You agree that You shall not disclose, distribute, sell, license, transmit, or disseminate any Confidential Information to any other party or permit or cause any unauthorized party to disclose, examine, and/or reproduce any reports, documents, transmissions, or data containing Confidential Information prepared or owned by Us. If You are requested or required to disclose Confidential Information pursuant to legal proceedings, You shall promptly notify Us so that We may prepare a response to said legal proceedings and You shall cooperate with Our efforts to obtain a suitable protective order.

9. NON-SOLICITATION

Except to the extent permitted or required by law or District practice due to the nature of Client as a public school district, You agree that You shall not solicit or contact for the purpose of soliciting, or assist anyone else in soliciting or contacting for the purpose of soliciting, via e-mail or through other means, any Patron You interact with through our Services in order to purchase, buy, acquire, or obtain any other product, service, or other solicitation unrelated to this Agreement, or for the purpose of terminating, altering, or in any way modifying any Patron's relationship with Us. Wherein a Patron has indicated a preference to not receive communications from You, You shall honor this request.

10. PROMOTION OF EVENT PROMOTIONS

Client shall use reasonable efforts to create, produce, and distribute marketing and promotional materials, and/or otherwise create marketing and promotional campaigns, which state that tickets to Your Event shall be available for sale at the BookTix website.

11. EQUIPMENT AND SUPPLIES

In the course of providing Our Services To You, We may provide to You certain equipment and supplies for use during the duration of Your Event. The specific equipment and supplies you receive will be detailed in an individualized equipment and supply schedule. You shall use reasonable care in the handling and use of any equipment or supplies provided to You during the term of this agreement. Any equipment or supplies providing by Us to You may only be used for processing and printing authorized BookTix ticketing. We may, at our discretion, allow You to keep and store our equipment and supplies between Events. You acknowledge that we reserve the right to recall the equipment and supplies at anytime for any reason. You are responsible for shipping the equipment back to BookTix in good working order. You are responsible for the cost of replacing any damaged equipment, unaccounted supplies and associated shipping costs. If You choose to discontinue Your relations with Us, You must return our equipment and unused supplies to us within Ten (10) business days. Failure to return Our equipment and any unused supplies may result in a late return fee of \$5 per day.

12. TERM AND TERMINATION

The Term of this Agreement shall be from the date of execution through June 30, 2018, subject to renewal as permitted pursuant to N.J.S.A. 18A:18A-42. Except as provided elsewhere in this Agreement, either party may terminate this Agreement at any time upon seven (7) calendar days notice. If You terminate this Agreement after You have created an Event, Your Event shall be cancelled as provided in this Agreement.

13. GRANT OF PROMOTIONAL USE

You grant us a limited, worldwide, royalty-free license to reproduce and use Your company or organizational name, logos and trademarks (and our agents and service providers) in advertising or promotional materials, in any and all media (including print and digital, whether now or hereafter existing, for the purpose of referring to You as a BookTix Client and/or describing our Services or Sites.

14. UNSOLICITED IDEAS

We do not accept or consider unsolicited ideas of any kind and request that you do not send or share any unsolicited ideas of any kind. If, however, you send us unsolicited ideas of any kind despite Our request, the following shall apply:

You agree that: (1) your submissions and their contents will automatically become Our property, without any compensation to You; (2) We may use or redistribute the submissions and their contents for any purpose and in any way; (3) there is no obligation

for Us to review the submission; and (4) there is no obligation to keep any submissions confidential.

15. DATA SECURITY

BookTix will take reasonable measures to maintain Client's Event data in a secure manner. We do not store credit card information. We will provide You with an account ID and password that allows You to add, modify, or update Your Event data on Our server. You shall be solely responsible for the confidentiality of Your ID and password and for any authorized or unauthorized access to this site by any person using Your ID and/or password. You agree to notify Us immediately of any unauthorized use of Your password, ID, or any other breach of security discovered by You. You take full responsibility for any account You create. BookTixNow LLC is PCI Compliant.

16. INDEMINIFICATION

At Your own expense, You agree, acknowledge, and understand that You will indemnify and hold harmless BookTixNow LLC, its officers, agents, employees and assigns, from and against all claims, demands, losses, costs, penalties, damages, judgments and suits at law or in equity, of whatsoever nature (hereafter "actions"), brought against BookTixNow LLC arising from, in connection with, or incident to the performance of, or failure to perform the provisions of this Agreement by You, Your officers, agents, employees or assigns. You further agree to defend Us in any litigation, including payment of any costs or attorney's fees, for any claims or action commenced thereon arising out of or in connection with such acts or activities authorized by this Agreement.

The above indemnity obligation shall not include such claims, costs damages or expenses that may be caused by the sole responsibility of BookTixNow LLC. Additionally, if the claims or damages are caused by or the result from the concurrent negligence of (a) Client, its officers, agents, employees or assigns and (b) BookTixNow LLC, its officers, agents, employees or assigns, this indemnity provision shall be valid and enforceable only to the extent of the negligence of Client and that of its officers, agents, employees or assigns.

17. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.

18. LIMITATION ON LIABILITY

Except as set forth above in Paragraph 16, Client understands and agrees that BookTixNow LLC shall not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses (even if We have been advised of the possibility of such damages). Some jurisdictions do not allow the exclusion of the limitation or exclusion of liability for incidental or consequential damages. Accordingly, some of the above limitations may not apply to you. In no event will Our total cumulative damages exceed US\$100.00. Damages, losses or claims, including but not limited to, reasonable attorney's fees, that arise as a result, in whole or in part, from (a) any intentional or negligent act, error or omission of BookTix, its employees, agents and/or anyone for whose acts they may be liable arising out of this Agreement; (b) any breach of this Agreement by BookTix or anyone performing Services on their behalf, or (c) Company's violation of, or failure to comply with any law, statute, regulation and/or code applicable to Company's services which are due to Company's conduct, shall not be subject to the above limitations.

19. DISCLAIMER OF WARRANTY AND LIABILITY

Our Services, including, but not limited to Our Sites, Platform, equipment and supplies are provided on an "AS IS" and "AS AVAILABLE" basis without warranties of any kind, Either express or implied, and We make no warranty regarding any services or products provided through or in connection with this Agreement. Any and all warranties which are part of Our services are expressly disclaimed, including, but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property. Some jurisdictions do not allow the exclusion of implied warranties, so the above exclusions may apply to you.

20. DISPUTES

If a dispute arises out of or relates to this contract, or the breach thereof, and if said dispute or breach cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association, before resorting to litigation.

Any dispute arising out of or relating to these terms and conditions, or the breach thereof, that cannot be resolved by meditation within 30 days shall be subject to and determined by a court of competent jurisdiction in Middlesex County, New Jersey.

The parties agree that any dispute will be governed by the laws and codes of the State of New Jersey, United States. The parties further agree that in the event any legal action

is instituted, mediation, arbitration, or any other legal action, by either party, jurisdiction and venue will be in Middlesex County, New Jersey, United States.

21. ENTIRE AGREEMENT

This Agreement, together with all attachments hereto, constitutes the entire agreement between the parties. There are no terms, obligations, covenants or conditions other than those contained herein. No modification or amendment of this Agreement shall be valid and effective unless evidenced by an agreement in writing.

BOOKTIXNOW, LLC

**SOUTH PLAINFIELD BOARD OF
EDUCATION**

_____ Board President

Dated: _____

Dated: _____

WITNESS:

WITNESS:
