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Breach of any of the terms of this license, failure to comply with the rules and regulations of the North Charleston Coliseum & Performing Arts Center, or the refunding to Licensee of the printed purchase price of these tickets shall: 1) automatically terminate any rights that Licensee may have hereunder, shall render illegal and unauthorized Licensee’s use of these tickets for any purpose, and shall authorize each of the North Charleston Coliseum & Performing Arts Center Parties to withdraw these tickets, refuse admission to the North Charleston Coliseum & Performing Arts Center, or eject Licensee from the North Charleston Coliseum & Performing Arts Center; and 2) subject Licensee to all legal remedies available to any of the North Charleston Coliseum & Performing Arts Center Parties. Resale or attempted resale of any ticket in violation of applicable law is prohibited and is grounds for seizure or cancellation without refund or other compensation. Licensee grants each of the North Charleston Coliseum & Performing Arts Center Parties and their respective designees, sponsors, and agents the irrevocable and unrestricted right and license to utilize Licensee’s name, voice, image, likeness, actions, and statements in any live or recorded audio, video or photographic display or other transmission, display, exhibition, publication or reproduction made of, at or in connection with the Events, in any medium or context and for any purpose, including but not limited to commercial or promotional purposes, without further authorization or compensation.

LICENSEE VOLUNTARILY ASSUMES ALL RISK AND DANGER of personal injury (including death), property loss or damage and all other hazards of any kind, arising from, incidental to or related in any way to the Events, whether occurring prior to, during or after the Events, or in and around the North Charleston Coliseum & Performing Arts Center, howsoever caused and whether by negligence or otherwise, including, but not limited to, risks and dangers incidental to the game of hockey or other events at the North Charleston Coliseum & Performing Arts Center, such as the danger of being injured by players, other fans, balls, pucks, sticks or other projectiles. Licensee waives and releases all claims arising from any such injury, damage or loss against any of the North Charleston Coliseum & Performing Arts Center Parties and their respective owners, directors, managers, officers, employees, agents, players, sponsors, member teams, successors and assigns, and Licensee agrees that such persons and entities shall not be responsible or liable for any such injury, damage or loss.

Licensee and Licensee’s belongings may be searched upon entry into the North Charleston Coliseum & Performing Arts Center, and prohibited items may be confiscated. Licensee consents to such searches and waives any related claims that might arise against any of the North Charleston Coliseum & Performing Arts Center Parties or their respective agents. Licensee acknowledges that if Licensee elects
not to consent to these searches at any Event, Licensee will be denied entry into the North Charleston Coliseum & Performing Arts Center without refund or other compensation.

Licensee shall, and shall cause its guests to, abide by and observe all present and future laws, ordinances, orders, policies, rules and regulations established by Licensor, the South Carolina Stingrays, the ECHL, any governmental authority or any Promoter, as applicable, pertaining to the use and occupancy of the Seats and/or the North Charleston Coliseum & Performing Arts Center (including, without limitation, rules and regulations governing the consumption of alcoholic beverages, ticket holder behavior, timing of ticket delivery, and the cancellation or postponement of any event). Licensee shall, in addition to the other payments provided for in this Agreement, reimburse Licensor for any costs incurred by Licensor to repair any damage (other than normal wear and tear) caused by Licensee or its guests to the seats or any other North Charleston Coliseum & Performing Arts Center property. Licensee shall not, and shall cause its guests not to, resell (i) any tickets received or purchased pursuant to this Agreement, or (ii) the right to use the seats for any particular event, in each case, except by means sponsored or approved in writing by Licensor and the ECHL.

Upon cancellation, I will no longer be obligated for payment for any future season. For all season ticket licenses, my payment authorization shall remain in effect for so long as my season ticket license remains in effect. I hereby warrant that I have the authority to authorize charges to the listed account for the purpose of paying my season ticket license fees. I understand and agree that Licensor is not liable in any way for erroneous billing statements or incorrect charges and that should such an error occur in billing, Licensor’s only responsibility is to correct it when and if Licensor receives notice of the error. There will be no refunds of any kind for these charges. I understand that Licensor reserves the right, upon written notification including an updated Exhibit A, to modify my payment plan option for future seasons and/or terminate my season ticket license. All modifications shall be made in writing and delivered to Licensor by US mail and/or email. Licensor reserves the right to restrict entry to South Carolina Stingrays games if scheduled installment payments are not timely paid and/or if any authorized charge is refused by my credit card company or banking institution for any reason. I realize that if any credit card/debit or checking account number(s) listed on this form changes, I will promptly notify Licensor and this authorization will remain in effect for the new account number(s). Under all payment plans, all payments are due on the dates specified on Exhibit A regardless of game cancellations or rescheduling – refunds or exchanges in such events will then be handled under Licensor’s standard ticket policies/terms and conditions. Failure to continue scheduled payments in the event of cancelled or rescheduled games may subject to your membership cancellation. Licensor reserve the right to charge a processing fee in the event a charge is refused for any reason.

**Unavailability of Seats**

In the event (i) any strike, work stoppage or other labor dispute results in the cancellation of one or more South Carolina Stingrays home games during any season that is not rescheduled, or (ii) any damage to or destruction of the Seats (defined to be the seat location in Exhibit A) or the North Charleston Coliseum & Performing Arts Center not caused by Licensee renders the Seats or the North Charleston Coliseum & Performing Arts Center unusable for one or more South Carolina Stingrays home games in any Contract Year during the Term, and, in either case, such games are not rescheduled (“Unusable Tickets”), then, as Licensee’s sole and exclusive remedy, the Annual License Fees payable hereunder for the applicable Contract Year shall be reduced by the variable price of the Unusable
Tickets. If Licensee is entitled to a reduction of the Annual License Fee under this Section, Licensee shall be entitled to reduce the next succeeding installment(s) of the Annual License Fee by the aggregate amount determined pursuant to this Section until such aggregate amount is recouped. If such aggregate amount exceeds the remaining amount of all such installment(s), Licensee shall be entitled to receive payment of any excess amount from Licensor within thirty (30) days after the end of the applicable season.

**Playoffs**

You will receive your seats for the first four (4) home playoff games at no additional costs. All remaining home playoff games are at an additional cost above and beyond the total investment for your season ticket license. You will receive your seats for each remaining home playoff game, and you will be charged for your tickets as games are announced for each round utilizing the same payment method elected for your season ticket license, and only for the games that are actually played, unless you paid by check in which case you will need to provide information to process payment by credit card. Notification of playoff pricing will be sent to you prior to the end of the regular season (the “Playoff Communication”).