

The Season Ticket Purchase Agreement is dated and made effective on the date of the latter parties signature, and is between Shondre Sims ("Seller"), and Carrie Silveria-Kirby ("Buyer").

**Background**

Seller owns multiple (4) Season Tickets to attend Seattle Seahawks football games at CenturyLink Stadium in Seattle, Washington. Because Seller is a Season Ticket Holder, Seller has exercised his rights to purchase and has received four tickets to all Seahawks home games for the 2016-2017 season located in Charter 136, Row E at the CenturyLink Stadium ("the season tickets").

Seller desires to sell four Season Tickets, Charter 136 Row E, Seats 5, 6 for a price of \$1800.00 per ticket, totaling \$3600.00 for two tickets.

Buyer desires to purchase seller's 2016-2017 tickets to all of the Seattle Seahawks home games and also desires to have the option to purchase any playoff tickets that may result from the 2016-2017 season. Seller offers this option at \$100 over face value per seat if/when made available by Seattle Seahawks for 2016-2017 season. Buyer will have 5 days from notice by Seattle Seahawks and seller to confirm purchase and provide full payment.

Therefore, in consideration of the mutual promises, condition, and warranties in this agreement, the parties agree as follows:

**1. RIGHTS GRANTED**

a.) During the term of this agreement, Seller hereby grants Buyer, his successors and assigns an exclusive right to: (1) use the 2 season tickets in order to attend all Seattle Seahawks preseason and regular season home games during the 2016-2017 season; and (2) use the tickets, by participating in home games by exercising all the rights and privileges and conditions afforded to the Seller as the owner of the Season Tickets.

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**2. SELLER'S RIGHT AND OBLIGATIONS**

a.) Seller warrants and represents that he owns all rights, title, and interest to the Season Tickets associated with the one seat that the buyer will be buying located in Charter 136 Row E, seat 5, 6 ("the Seats"). b.) Seller warrants that, in addition to owning the seat, that Seller has purchased and received tickets for the 2016-2017 Season Tickets. c.) Seller reserves all rights of every kind and nature except to

those specifically granted to Licensee in this agreement. d.) During the term of this agreement, Seller shall not use the Seat for any other purpose, including personal use. e.) Seller shall deliver the Season Tickets upon Buyer's payment, in a manner that will allow admission to all preseason and regular season home games during the 2016-2017 season. (Tickets become available Mid July) f.) Seller shall not order or accept duplicate copies of the Season Tickets, even for personal use, unless Seller is doing so on the behalf of Buyer. g.) Seller shall order duplicate copies of tickets for Buyer if any tickets become lost, stolen, or otherwise unavailable.

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### 3. BUYER'S RIGHT AND OBLIGATIONS

a.) Buyer shall abide by all rules and regulations of CenturyLink Stadium, and any other rule, law, or regulation that governs the conduct of ticket holders. b.) Buyer shall deliver payment as specified in Section 4 below. c.) Buyer shall notify Seller via email upon the Sale and/or transfer of any ticket.

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### 4. PLAYOFF TICKETS

a.) Buyer has first right of refusal for all playoff tickets and must exercise that right at least 5 days prior to each playoff game. b.) The money paid for the Season Tickets is separate and does not include any money for potential purchase of playoff tickets.

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### 5. PAYMENTS

a.) For the rights granted by Seller herein, Buyer shall pay the Seller as follows: (1) \$3,600.00 USD as the all-inclusive and final price for the Season Tickets. To be paid in full at execution of this Agreement. (2) For Playoff tickets, Face value + \$100 is the price the Buyer shall pay per seat.

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### 6. TERM, TERMINATION, AND DISPUTE RESOLUTION

a.) The term of this agreement shall be for the remainder of the 2016-2017 NFL Football Season following the execution of this agreement, which ends at the conclusion of NFC Championship in 2017. This agreement in no way provides the buyer rights or privileges to Superbowl lottery selection as a result of this agreement. b.) In the event that either party believes that the other materially have breached any obligations under this agreement. The breaching party shall have 7 days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing (email, document, etc.) that cure has been effected. If the breach is not cured within the 7 day time period, the non-breaching party shall have the right to terminate the agreement without further notice. c.) In the event of early termination permitted by this agreement, Buyer shall be entitled to a refund of any fees or pro-rata portion thereof paid by Buyer for any remaining period of the agreement from the date of

termination. d.) In the event of any dispute or controversy arising out of or relating to this agreement, the parties agree to exercise their best efforts to resolve the dispute as soon as possible. The parties shall, without delay, continue to perform their respective obligations under this agreement which are not affected by the dispute. e.) In the event that the parties cannot by exercise of their best efforts to resolve the dispute, each party is free to seek all recourses made available by the legal system. If litigation occurs to resolve the dispute, each party will be responsible for their own court costs and attorney's fees.

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This contract with the above stated is deemed valid and finalized once the three parties (Shondre, Carrie, and Witness) sign the contract, and once the payment of \$1,800/seat, \$3,600 for the pair is paid to Shondre Sims.

Paid on: December 14<sup>th</sup>, 2015 in the amount of: \$3600.00 —

Signature: Carrie Silveria Kirby 12/14/2015  
(Carrie Silveria-Kirby) Date

Signature: Shondre E. Sims 12/14/2015  
(Shondre Sims) Date

Signature: Samuel Jones 12/14/2015  
(Witness) Date