

TERMS AND CONDITIONS FOR SEAT LOCATION RIGHTS

General

- “Current Account Holder” means the person or company listed as the account holder of record with the Indianapolis Colts for a specific seat location.
- “Seat Location Rights” means the renewal rights granted by the Indianapolis Colts to someone who purchases season tickets from the Indianapolis Colts for a specific seat location, including the ability to transfer the rights to that specific seat location subject to the approval of the Indianapolis Colts. The ability to purchase season tickets in the future, and the ability to purchase tickets for other events that may be held at Lucas Oil Stadium, will continue to be subject to the rules and regulations set by the Indianapolis Colts, which may be amended at any time, including rules and regulations relating to the relocation and revocation of individual tickets, season tickets, and renewal rights.
- The Indianapolis Colts may limit, in its sole discretion, the number of seat locations held by any single person or company.
- Although more than one person or company may be listed on the account, only one person or company may be listed as the Primary Account Holder for a specific seat location with the Indianapolis Colts. The Indianapolis Colts will deliver all tickets and other documentation relating to the specific seat location to this Primary Account Holder.
- The season ticket priority number associated with the Current Account Holder and the seat location will not be transferred to the transferee. The transferee will be assigned a new season ticket priority number in the same manner in which a new customer is assigned a season ticket priority number. If the transferee is an existing account holder of record for other seat locations with the Indianapolis Colts, then the transferee will retain the season ticket priority number associated with their existing account.
- The Indianapolis Colts reserves the right to relocate and/or revoke specific seat locations due to facility renovations, fan comfort and other circumstances deemed appropriate by the Indianapolis Colts.
- If the Current Account Holder does not renew and purchase the season tickets for the specific seat location by the specified deadline as determined by the Indianapolis Colts from time to time, the Current Account Holder’s right, title and interest in and to the Seat Location Rights to the specific seat location will be terminated and forfeited back to the Indianapolis Colts with no compensation to the Current Account Holder and no future obligation or liability of the Indianapolis Colts to the Current Account Holder with respect to the specific seat location.
- If the Current Account Holder is listed as the account holder of record with the Indianapolis Colts for multiple seat locations, but the Current Account Holder chooses not to purchase the season tickets for some of the seat locations, the Current Account Holder’s right, title and interest in and to the Seat Location Rights to those specific seat locations will be terminated and forfeited back to the Indianapolis Colts with no compensation to the Current Account Holder and no future obligation or liability of the Indianapolis Colts to the Current Account Holder with respect to those specific seat locations.
- If, for any other reason, the Current Account Holder’s right, title and interest in and to the Seat Location Rights to a specific seat location is terminated and forfeited back to the Indianapolis Colts, then the Indianapolis Colts shall have no future obligation or liability to the Current Account Holder with respect to the specific seat location and the Indianapolis Colts shall have the right to sell all current and future tickets to that specific seat location to someone else without any obligation to the Current Account Holder.
- Subject to the restrictions and guidelines set by the Indianapolis Colts from time to time, the Current Account Holder can transfer Seat Location Rights to another party as long as each party completes the appropriate transfer documentation required by the Indianapolis Colts and each party submits the transfer documentation to the Indianapolis Colts for approval, which may be withheld in the sole discretion of the Indianapolis Colts.
- No transfer of Seat Location Rights will be complete until the transferee has been approved by the Indianapolis Colts and has assumed all obligations of the transferor (including any contractual obligations relating to club seats, if applicable) and the transfer has been recorded on the books of the Indianapolis Colts. The transferor or transferee may be required to pay a transfer fee to the Indianapolis Colts as established from time to time by the Indianapolis Colts.
- In the event of death or divorce of the Current Account Holder, no transfer shall be permitted until such time as the transferee has presented to the Indianapolis Colts an order from a court of competent jurisdiction setting forth the identity of the person or company possessing the legal right to claim the right as transferee of the applicable Seat Location Rights. Thereafter, the Indianapolis Colts will process the transfer in accordance with the normal transfer rules, rights and restrictions existing at that time.

Possession and use of Tickets

- The Current Account Holder shall be bound by and shall observe the terms and conditions upon which the tickets are issued by the Indianapolis Colts, including, without limitations, the policies adopted by the Indianapolis Colts from time to time with respect to cancellation or postponement of an event, the resale of tickets, and appropriate fan conduct as determined by the Indianapolis Colts at its sole discretion.
- The Current Account Holder’s rights are only that of a personal privilege to purchase the season tickets for the specific seat location and the Current Account Holder shall have no property or equity interests in the Indianapolis Colts or Lucas Oil Stadium.
- Use of tickets for promotional or sweepstakes purposes without the express written consent of Indianapolis Colts is strictly prohibited.
- The Current Account Holder agrees to indemnify and hold harmless, the Indianapolis Colts, Lucas Oil Stadium, and each of their officers, employees and agents from and against any liability, losses, claims, demands, costs and expenses, including negligence

or any use or occupancy of the seat location in contravention of these terms and conditions or of any applicable laws, rules regulations or order of any government agency having appropriate jurisdiction over any actions of the Current Account Holder.

Miscellaneous

- Except in accordance with these terms and conditions, the Current Account Holder shall not sell, assign, sublease, pledge or otherwise encumber their Seat Location Rights without the prior written consent of the Indianapolis Colts. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall be null and void and of no effect.
- It is understood that the Indianapolis Colts may sell, assign, pledge or otherwise transfer the Indianapolis Colts's rights in these terms and conditions as security obligations of the Indianapolis Colts, or for other purposes.
- All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and deemed given if mailed via the United States Postal Service or another reputable carrier and postage for such transmittal is paid by the sender to the respective addresses as may be designated by either party, from time to time.
- These terms and conditions shall be construed and enforced in accordance with the laws of the state of Indiana, without regard to any otherwise applicable principles of conflict of laws.
- The Current Account Holder hereby waives trial by jury.
- No waiver by the Indianapolis Colts of any default or breach by the Current Account Holder of its obligations under these terms and conditions shall be construed to be a waiver or release of any other subsequent default or breach by the Current Account Holder under these terms and conditions, and no failure or delay by the Indianapolis Colts of any remedy provided for in these terms and conditions shall be construed a forfeiture or waiver thereof or of any other right or remedy available to the Indianapolis Colts.