



GROUP SALES AGREEMENT

MARLINS TEAM MEMBER

NAME	Brycen Blinco
PHONE	305-480-1534
EMAIL	bblinco@marlins.com

ACCOUNT INFORMATION

ACCOUNT #	1637425
ORGANIZATION NAME	
CONTACT NAME	Ray Parks
ADDRESS	4141 Barbarossa ave, Miami, FL 33133

TICKET INFORMATION

ORDER ID	SEATING CATEGORY	LOCATION	EVENT DATE	# OF TICKETS	PRICE / TICKET	TOTAL PRICE
TICKETS						
32798606	Bullpen Reserved	Sec 35 Row 8-10	03/11/2023	95	\$14.00	\$1,330.00
32798606	Bullpen Reserved	Sec 35 Row 8-10	03/21/2023	92	\$27.00	\$2,484.00
						\$0.00
						\$0.00

PROCESSING FEE \$0.00

TOTAL **\$3,814.00**

TICKET DELIVERY: Digital

PAID TO DATE \$3,814.00

TOTAL DUE **\$0.00**

PAYMENT AUTHORIZATION

The Total Due listed above, if any, shall be due and payable at least twenty-one (21) days prior to the applicable Event Date listed above ("Scheduled Date"). For the sake of clarity, pursuant to Section K of the Terms and Conditions, no tickets will be provided until the Total Due is paid in full. If paid by credit or debit card, by signing this Agreement, you acknowledge your previous authorization given to the Marlins to charge your credit or debit card on file for the Paid to Date amount listed above, if any, and you hereby authorize the Marlins to automatically charge your credit or debit card on file pursuant to the terms and conditions of this Agreement. You may contact the Marlins to modify your method of payment for the Total Due or authorize payment prior to the Scheduled Date. If the Total Due is not paid prior to the Scheduled Date, you authorize the Marlins to charge your credit or debit card on file for the Total Due on the Scheduled Date. You agree that no prior notification will be provided unless the date or amount of the payment changes in which case notice will be provided ten (10) days in advance of the payment. You understand that if you cancel this authorization, such cancellation does not relieve you of your payment obligations under this Agreement. This constitutes your copy of the recurring payment authorization to the Marlins.

PLEASE READ ALL PAGES OF THIS AGREEMENT CAREFULLY. ALL PAYMENTS ARE NON-REFUNDABLE.

By signing below, you acknowledge and agree that this Agreement is a binding legal agreement between you (or your company, if you are signing on behalf of a company) and the Marlins, you have read this Agreement in its entirety, and you (or your company, if you are signing on behalf of a company) are legally bound to the terms and conditions of this Agreement.

Ray Parks

Ray Parks



Ray Parks

ray parks

December 21, 2022 12:47 ET

IP: 69.125.217.22

TERMS & CONDITIONS

This Agreement is entered into by Seatholder and Marlins Stadium Operator, LLC and confirms that Seatholder has agreed to purchase the Tickets and any additional Ballpark Event Tickets from the Marlins, subject to the terms and conditions of this Agreement.

A) **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

(a) **"Agreement"** means this WBC (which includes the preceding page, these Terms and Conditions, and any exhibits attached hereto).

(b) **"Ballpark"** means the ballpark and surrounding areas and garages located at 501 Marlins Way, Miami, FL 33125, currently known as loanDepot park.

(c) **"Ballpark Event"** means any Team game, MLB Event, and/or Non-Baseball Event held at the Ballpark.

(d) **"Ballpark Event Tickets"** means the Tickets and any other admission tickets to the Ballpark for a Ballpark Event purchased by Seatholder in connection with the Tickets.

(e) **"Communicable Disease"** means COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof.

(f) **"Marlins"** means Marlins Stadium Operator, LLC and/or Marlins Teamco LLC.

(g) **"Material Default"** means a Payment Default and/or Material Breach.

(h) **"MLB"** means Major League Baseball.

(i) **"MLB Event(s)"** means all home Wild Card Round, Division Series, League Championship Series, World Series, and other MLB post-season games involving the Team, played at the Ballpark, as well as any pre-season games played by the Team at the Ballpark, and for any MLB All-Star game(s), World Baseball Classic game(s), and other MLB games and events held at the Ballpark.

(j) **"Non-Baseball Event(s)"** means any major event held at the Ballpark, open to the general public, excluding Team regular season home games and MLB Events.

(k) **"Released Parties"** means the MLB Entities (as defined herein), Marlins Teamco LLC, Marlins Funding LLC, Marlins Holdings LLC, Marlins Stadium Operator, LLC, Marlins Stadium Developer, LLC, Miami-Dade County, and the City of Miami, and each of their respective past, present, and future affiliates, parents, subsidiaries, shareholders, owners, partners, members, principals, officers, directors, employees, partners, sponsors, vendors, licensees, contractors, subcontractors, representatives, agents, successors, assigns, and/or insurers. "MLB Entities" means the Office of the Commissioner of Baseball ("BOC"), its Bureaus, Committees, Subcommittees and Councils, MLB Advanced Media, L.P., Major League Baseball Properties, Inc., The MLB Network, LLC, the Major League Baseball Clubs ("Clubs"), each of their parent, subsidiary, affiliated, and related entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Clubs or the BOC, and the owners, general and limited partners, shareholders, directors, officers, employees, and agents of the foregoing entities. "MLB Entities" means World Baseball Classic, Inc., Major League Baseball Properties, Inc., MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, the Major League Baseball clubs, The MLB Network, LLC, the federations and teams participating in the MLB Event(s), the Major League Baseball Players Association, MLB Players, Inc., the World Baseball Softball Confederation, all players, coaches and managers participating and/or eligible to participate in the MLB Event(s), and each of their respective past, present and future affiliated entities (including, without limitation, any partially or wholly-owned subsidiaries, whether now existing or formed after the date hereof), successors and assigns and each of their respective past, present and future owners, shareholders, directors, officers, employees, agents, representatives, heirs, successors and assigns.

(l) **"Signer"** means the natural person signing this Agreement.

(m) **"Seatholder"** means the Organization Name listed on page 1 of this Agreement, and if no Organization Name is listed, then the Contact Name on page 1 of this Agreement.

(n) **"Seatholder's Card"** means the credit or debit card(s) specified herein or online in Seatholder's Tickets.com account, or subsequently provided by Seatholder to the Marlins.

(o) **"Seatholder Guests"** means all guests, invitees, and any other persons using a Ballpark Event Ticket granted under this Agreement.

(p) **"Team"** means the MLB team owned by the Marlins, currently known as the Miami Marlins.

(q) **"Terms and Conditions"** means the terms and conditions listed on this page of this Agreement.

(r) **"Tickets"** means all admission ticket(s) to the Ballpark, as well as any parking pass(es), listed in this Agreement.

B) **License.** Each Ballpark Event Ticket is a limited, revocable license granted by the Marlins to Seatholder, which only permits the bearer the right to: (i) enter the publicly-accessible areas of the Ballpark at times determined by the Marlins; (ii) attend the Ballpark Event identified on the Ballpark Event Ticket; and (iii) sit in the seat location identified on the Ballpark Event Ticket. This Agreement and all Ballpark Event Tickets are revocable at the Marlins' sole and absolute discretion, with or without cause. All Ballpark Event Tickets are subject to the standard restrictions, terms, and conditions: (a) set forth by the Marlins and/or MLB including, but not limited to, those printed on the Ballpark Event Ticket and available at <https://www.mlb.com/world-baseball-classic/ticket-terms#miami>; (b) generally applicable to all patrons of the Ballpark; and (c) contained within this Agreement ("Policies"). By using any Ballpark Event Ticket, Seatholder agrees to be bound by the Policies. The Policies shall also apply to any future Ballpark Event Ticket transactions between the parties. The Marlins reserve the right to modify, update, and/or replace the Policies in their sole discretion ("**Updated Policies**"). Seatholder's purchase or use of any Ballpark Event Ticket after any Updated Policies are made available to Seatholder shall be deemed as Seatholder's acceptance of such Updated Policies. Time is of the essence with respect to the performance by Seatholder of its obligations under this Agreement.

C) **Term.** The term of this Agreement ("**Term**") shall commence upon the execution of this Agreement by Seatholder and shall continue through the completion of the applicable Ballpark Event for which Seatholder has purchased Ballpark Event Tickets.

D) **Payment Authorization.** Seatholder hereby authorizes the Marlins to seek the payments in the amounts and on the dates set forth in this Agreement, in any invoice for any other Ballpark Event Tickets, or in any modified payment schedule to which Seatholder and the Marlins may agree, by initiating a charge to Seatholder's Card (each charge, a "**Charge**"). If any payment subject to this Agreement is refused, dishonored, or returned unpaid, Seatholder authorizes the Marlins to resubmit a Charge up to two additional times (or any greater number permitted by law). A payment refused, dishonored, or returned unpaid or a failure to complete a Charge does not relieve Seatholder of Seatholder's payment obligations under this Agreement. In the event that the Marlins make an error in processing a Charge, Seatholder authorizes the Marlins to correct the error. If Seatholder inadvertently transposes a digit or makes a similar error when providing information about a payment method, Seatholder authorizes the Marlins to correct the error after verifying the information with Seatholder. Instead of or in addition to any payments described herein, Seatholder authorizes the Marlins to initiate a Charge to Seatholder's Card for any amount and on any date that Seatholder subsequently confirms by phone, text message, or email. Seatholder understands that Seatholder's financial institution may charge Seatholder a fee if any payment authorized herein is refused, dishonored, or returned unpaid, and Seatholder agrees that the Marlins shall have no liability regarding any such fees and any such fees incurred by the Marlins shall be added to Seatholder's outstanding account balance. THE MARLINS RESERVE THE RIGHT TO CHARGE A REASONABLE FEE IN THE EVENT THAT ANY CHARGE IS REFUSED, DISHONORED, OR RETURNED UNPAID. Seatholder understands that a Charge may not immediately post to Seatholder's Card. Seatholder agrees to notify the Marlins, by phone, text message, email, or otherwise, immediately of any change in the status of Seatholder's Card and provide the Marlins with a new credit or debit card if Seatholder's Card is replaced, suspended, cancelled, or expired. Seatholder certifies that Seatholder has authority to use Seatholder's Card and authorize a Charge. Each Charge to Seatholder's Card will be processed in U.S. Dollars.

E) **Nonrefundable Payments.** ALL BALLPARK EVENT TICKET PURCHASES ARE FINAL AND ARE NOT SUBJECT TO REFUNDS, RETURNS, OR EXCHANGES. Seatholder acknowledges and agrees that no portion of any fees paid under this Agreement for any Ballpark Event Tickets or otherwise shall be exchanged, returned, or refunded to Seatholder. For the sake of clarity, notwithstanding the termination of this Agreement and/or any Ballpark Event Tickets by the Marlins pursuant to the terms and conditions of this Agreement, Seatholder shall remain liable for the full payment of the total amount due hereunder for the Ballpark Event Tickets.

F) **Transfer & Re-Sale Restrictions.** Seatholder shall not, and shall cause Seatholder Guests not to, re-sell any Ballpark Event Ticket unless approved in advance and in writing by a Marlins' Vice President. Under no circumstances shall Seatholder offer, sell, or transfer any Ballpark Event Tickets by using any public advertisements, publications, websites, or third party companies/agents, or in any public place, or in connection with any promotion (i.e., prize of a sweepstakes or contest) without the express written consent of a Marlins' Vice President. In no event shall Seatholder re-sell any Ballpark Event Ticket for a price that is above the amount permitted under then applicable local, state, and/or federal law. Seatholder is responsible for remaining aware of the current ticket re-sale laws applicable to sporting events and other live spectator events in Miami, Florida. Re-sale or attempted re-sale of any Ballpark Event Ticket in a manner or at a price in violation of the terms and conditions of this Agreement and/or any federal, state, or local law or regulation is grounds for seizure of any and all Ballpark Event Tickets granted to Seatholder by the Marlins, and/or cancellation of this Agreement without refund or other compensation, and may result in a criminal sanction, fine, or other penalty.

G) **Relocation of Seats.** The Marlins retain the right to reconfigure the seating of the Ballpark at any time. The Marlins reserve the right to re-number the seats and/or change the location of the seats if there is a design or physical alteration to the Ballpark that requires a change in the seating manifest; provided, that Seatholder shall have the right to terminate this Agreement within thirty (30) days after receipt of notice from the Marlins of any such change of location to Seatholder's Ballpark Event Tickets unless such new location (i) is reasonably comparable, (ii) remains within the area designated for seating, and (iii) would not otherwise require any increase in the amount for such Ballpark Event Tickets.

H) **Intentionally omitted.**

I) **Compliance with Laws and Rules.** Seatholder agrees to comply with, and ensure all Seatholder Guests shall comply with,

all applicable laws and all Marlins, Ballpark, and MLB rules, policies, and restrictions at all times. Further, Seatholder specifically agrees to, and shall ensure that all Seatholder Guests: (i) maintain proper decorum and appropriate, respectful behavior while using the Ballpark Event Tickets (which includes, without limitation, not creating a disturbance, not causing objects to be thrown from the seats at the Ballpark, and not adversely affecting the health, safety, or welfare of the players, Ballpark personnel, or other patrons or invitees at the Ballpark); (ii) not bring into the Ballpark alcoholic beverages, any illegal drugs, or other illegal substances, and agrees to comply with the Ballpark rules on bringing in outside food and beverages to any Ballpark Event; (iii) not use the Ballpark Event Tickets for any illegal, improper, immoral, or objectionable purpose, or in any way which would obstruct or interfere with the normal enjoyment or rights of other seatholders or that would negatively impact the image of the Marlins; and (iv) not film, record, or transmit from the Ballpark all or any portion of any Ballpark Event, or any description thereof, by any means, or permit any Seatholder Guest to do so. At all times, fans (including Seatholder and Seatholder Guests) are prohibited from entering the playing field (unless escorted by Marlins' personnel during a non-game action situation), interfering with a ball in play, or negatively disrupting the Ballpark Events in any way. Foul, abusive, socially unacceptable language, and other behavior deemed to be unacceptable fan conduct will subject such party to immediate ejection from the Ballpark, termination of this Agreement, and possible arrest and further legal consequences.

J) **Assumption of Risk.** Seatholder, for itself and Seatholder Guests, assumes all risk of any personal injury, and for any damage to or any loss of property, arising out of or related to their attendance at any Ballpark Event. No Released Party shall be liable to Seatholder or any Seatholder Guest for any loss, damage, or injury to a person or property caused by theft, fire, flood, hurricane, vandalism, assault, battery, pandemic, act of God, act or threat of terrorists or criminals, riot, strike, war, court order, or order of a governmental authority. Seatholder, for itself and Seatholder Guests, hereby expressly assumes all risk and danger incidental to any and all Ballpark Events, whether occurring prior to, during, or after the Ballpark Event, including (without limiting the foregoing) the danger of falling or colliding with someone while at or around the Ballpark, or of being injured by a batted or thrown ball, a baseball bat, or other projectile from the field, stands, or other areas in the Ballpark. Seatholder agrees to assume all responsibility and liability, and that none of the Released Parties shall be liable, for the risks described in this section and hereby agrees, on behalf of Seatholder and Seatholder Guests, to defend, indemnify, and hold harmless the Released Parties from and against any claims, damages, actions, suits, losses, debts, liabilities, obligations, judgments, amounts paid in settlement, costs, and expenses, including attorneys' fees, arising out of or related to any misrepresentation, negligence, act or omission, or failure to perform any obligation under this Agreement, which includes the attendance at any Ballpark Event and/or the use of any Ballpark Event Tickets or any of the other privileges or obligations, by Seatholder or Seatholder Guests. By attending any Ballpark Event and/or using Ballpark Event Tickets, Seatholder is acknowledging and confirming, both now and in the future, that Seatholder understands and expressly assumes the risk that Seatholder and any Seatholder Guests may be exposed to COVID-19 or other Communicable Disease. Seatholder expressly understands that these risks include contracting COVID-19 or other Communicable Disease and the associated dangers, medical complications and physical and mental injuries, both foreseen and unforeseen, that may result from contracting COVID-19 or other Communicable Disease.

K) **Limitation of Liability.** THE MAXIMUM LIABILITY OF THE MARLINS OR ANY OTHER RELEASED PARTY UNDER THIS AGREEMENT AND ANY BALLPARK EVENT TICKETS SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY SEATHOLDER TO THE MARLINS FOR THE TICKETS. In no event shall the Marlins or any other Released Party be liable or responsible for any lost income, lost profits, or consequential damages of Seatholder or any person or entity.

L) **Breach, Default, and Remedies.** It shall be a default of this Agreement if Seatholder: (i) fails to make any of the scheduled payments for any fees under this Agreement or for any other Ballpark Event Ticket ("**Payment Default**"); (ii) fails to perform any obligation required under this Agreement or breaches any representation, warranty, or covenant under this Agreement (excluding those that would constitute a Payment Default, "Material Breach"); or (iii) becomes insolvent. In the event of a Material Default by Seatholder, the Marlins may, in their sole discretion, elect to immediately suspend any and all Ballpark Event Tickets and deny Seatholder and any Seatholder Guest access to the Ballpark, and elect to charge Seatholder a late fee of 1.5% per month of the principal balance then due and owing. In the event that a Payment Default is not cured within seven (7) days, or a Material Breach is not cured or capable of being cured within twenty (20) days, after written notice (which may be sent via email) is sent to Seatholder, the Marlins shall be excused from further performance under this Agreement and may, in their sole discretion, elect to: (a) terminate this Agreement as of the time of the Material Default; (b) without further notice and with or without terminating this Agreement, may withhold, revoke, and/or terminate any or all Ballpark Event Tickets and any other rights and benefits described herein; (c) may, without further notice or demand, declare any amount owed (based on the net present value of such payment amounts using a 6% discount rate) by Seatholder that is unpaid (irrespective of its due date) immediately due and payable; and/or (d) may recover from Seatholder all losses and damages Seatholder suffers by reason of the Material Default. Under no circumstances shall the Marlins be obligated to refund or return any amount paid in the event of a Material Default. For the sake of clarity and without limiting the foregoing, a failure by Seatholder to comply with any restriction, term, or condition printed on any Ballpark Event Ticket or any breach of Section F (Transfer & Re-Sale Restrictions) or Section I (Compliance with Laws and Rules) of these Terms and Conditions shall constitute a Material Breach and, in addition to other rights granted to the Marlins hereunder, the Marlins shall have the right to eject the parties responsible for such actions from the Ballpark, terminate this Agreement, and revoke all of Seatholder's rights immediately. Seatholder acknowledges that the Marlins have other available ticket inventory that the Marlins sell, trade, or make available to third parties. Seatholder understands that, in the event of a Material Default by Seatholder, the Marlins shall have no obligation to sell Seatholder's Ballpark Event Tickets first, and should the Marlins elect to transfer any rights to Seatholder's Ballpark Event Tickets to a third party, such transfer shall not be deemed a mitigation of the Marlins' damages unless all other available tickets at Seatholder's price point have been sold. In the event of a Material Default, all payments previously made by Seatholder shall remain the property of the Marlins. Further, the remedies provided herein are cumulative and not to the exclusion of any other rights or remedies that may be available to the Marlins, at law or in equity. No waiver of any default or breach by the Marlins hereunder shall be construed to be a waiver or release of any other default or breach of this Agreement at a later time. No failure or delay by the Marlins in the exercise of any remedy provided hereunder shall be construed as a forfeiture or waiver of the same or any other remedy as it relates to the Material Default in question or to any other or future Material Defaults.

M) **Force Majeure.** If a Ballpark Event for which Seatholder has a Ballpark Event Ticket does not occur and/or the Marlins cannot provide the Ballpark Event Ticket because of an actual or threat of fire, hurricane, the elements, mob, riot, national or local emergency, strike, lockout, work stoppage, calamity, epidemic, or an act of war or terrorism, or for any other reason outside the control of the Marlins, the Marlins shall provide Seatholder with, as determined by the Marlins in their sole discretion, a Ballpark Event Ticket to the rescheduled Ballpark Event, if applicable, or a credit that can be applied to future Team regular season home games at the Ballpark selected by the Marlins in their sole discretion.

N) **Governing Law; Arbitration.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of laws provisions. ANY CONTROVERSY, DISPUTE, OR CLAIM OF WHATEVER NATURE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT SHALL BE DECIDED BY FINAL AND BINDING, CONFIDENTIAL ARBITRATION, ON AN INDIVIDUAL BASIS, AND NOT AS A CLASS ACTION, REPRESENTATIVE ACTION, CLASS ARBITRATION, OR ANY SIMILAR PROCEEDING, ADMINISTERED BY AND IN ACCORDANCE WITH THE RULES AND PROCEDURES OF THE AMERICAN ARBITRATION ASSOCIATION, IN MIAMI, FLORIDA, AND FLORIDA LAW SHALL APPLY. THE ARBITRATOR MAY NOT CONSOLIDATE THE CLAIMS OF MULTIPLE PARTIES. THE PARTIES EXPRESSLY WAIVE ANY RIGHT TO A TRIAL BY JUDGE OR JURY AND AGREE THAT THEY WILL FAITHFULLY OBSERVE THIS AGREEMENT AND WILL ABIDE BY AND PERFORM ANY AWARD OF THE ARBITRATOR, AND THAT A JUDGMENT OF ANY COURT HAVING JURISDICTION MAY BE ENTERED ON THE AWARD. The prevailing party in any arbitration or subsequent action to enforce the arbitration, including, but not limited to, any collection proceedings, shall be entitled to recover its reasonable attorneys' fees, other costs and expenses, and pre- and post-judgment interest. The parties agree that the arbitration procedure will be confidential and all conduct, statements, promises, offers, views, and opinions, whether oral or written, made during the arbitration by any party or a party's agent, employee, or attorney shall remain confidential to the maximum extent permitted under Florida law.

O) **Seatholder Representations.** Seatholder hereby represents and warrants as follows: (a) Seatholder has read and understands the terms of this Agreement; (b) Seatholder is not entering into this Agreement or purchasing any Ballpark Event Ticket hereunder as an investment and has no expectation of deriving any economic profit as a result thereof; and (c) Seatholder is purchasing all Ballpark Event Tickets hereunder for its own use and not with a view to distribute such Ballpark Event Tickets to others.

P) **Authority; Account Holder Identity.** The Signer executing this Agreement on behalf of, or as representative for any person or entity, represents that he/she is duly authorized to execute and deliver this Agreement on behalf of such person or entity, and that this Agreement is binding upon such person or entity in accordance with its terms. If the name listed for Seatholder is incorrect or is not a legal entity or natural person, the Signer agrees that he/she will cooperate with the Marlins to locate the correct, legal name of the individual or entity intended to be the account holder of the Ballpark Event Tickets. In the event that the correct, legal name cannot be determined, the Signer and Seatholder shall be deemed to be, individually, a "Co-Seatholder" and collectively, the "Co-Seatholders." Each Co-Seatholder shall be jointly and severally liable for each and every obligation of Seatholder under this Agreement, in which case the term "Seatholder" as used herein shall be deemed to refer, in the plural and the singular, to each Co-Seatholder. The Marlins shall not be liable or responsible for any loss, liability, expense, or damage resulting from or arising out of the benefits and/or obligations of this Agreement between Co-Seatholders, and the Co-Seatholders shall indemnify the Marlins and all other Released Parties with respect thereto.

Q) **Notices.** All notices, demands, and other communications between the parties required or appropriate hereunder shall be in writing and shall be deemed sufficient upon delivery personally or by electronic mail, express/overnight delivery service, or

certified mail (return receipt), and sent to the last known address or electronic mail address (whichever may be applicable) of the applicable party.

R) E-Sign Consent. Seatholder acknowledges and agrees that by accepting the above recurring payment terms and conditions, Seatholder consents to receive a copy of the authorization, all required disclosures, and any future notices in electronic form only instead of receiving a paper copy. Seatholder's consent extends to the authorization, all required disclosures, and to all future notices from the Marlins. If Seatholder wishes to obtain a paper copy of Seatholder's recurring payment authorization, any required disclosures, or any future notice, Seatholder may do so by printing the electronic copy or by emailing agreementrequest@marlins.com. A reasonable fee may be charged for paper copies. Seatholder may withdraw Seatholder's consent to the receipt of electronic notices and disclosures at any time. Please be aware, however, that withdrawal of consent may result in the termination of Seatholder's access to the Marlins' electronic services and Seatholder's ability to use certain products. To withdraw Seatholder's consent, Seatholder may email the request to agreementrequest@marlins.com. Seatholder must promptly notify the Marlins of any change in Seatholder's email or other electronic address. Seatholder may change the email address on record for Seatholder's Tickets.com account. If Seatholder has given the Marlins another type of electronic address, such as an electronic address or mobile phone number for SMS text messages, Seatholder may change that address or phone number by emailing such change to groups@marlins.com. To receive electronic notices, disclosures, and records, Seatholder must have access to: (i) a current version of an Internet browser the Marlins support, (ii) a connection to the Internet, (iii) a current version of a program that accurately reads and displays PDF files (such as Adobe Acrobat Reader), and (iv) a computer/mobile device and an operating system capable of supporting all of the above. Seatholder will also need a printer if Seatholder wishes to print out and retain records on paper, and electronic storage if Seatholder wishes to retain records in electronic form.

S) Future Contact. Seatholder hereby gives permission to the Marlins to contact Seatholder about future ticket opportunities and offers via mail, email, phone, or text message. Seatholder may revoke this authorization at any time by emailing such request to unsubscribe@marlins.com.

T) Use of Image. Seatholder and Seatholder Guests grant the Marlins and MLB (and their current and future sponsors, licensees, designees, and agents) the unrestricted right and license to use Seatholder's and Seatholder Guests' image, likeness, name, voice, comments, and/or other proprietary or public rights in any live or recorded broadcast, telecast, photograph, video, audio, audiovisual, and/or other recording taken in connection with a Ballpark Event or other transmission, distribution, public performance, or reproduction in whole or in part of a Ballpark Event, for all purposes, worldwide, in perpetuity, and in any and all media now or hereafter known, without compensation or further authorization, including, but not limited to, any rights created or recognized by §540.08, Florida Statutes.

U) Governmental Exculpatory Provision. Seatholder acknowledges that the Marlins have the right to operate the Ballpark on behalf of the Ballpark owner, Miami-Dade County ("County"), under the terms of an operating agreement between the Marlins, the City of Miami ("City"), and the County. Seatholder acknowledges and agrees that this Agreement imposes no contractual obligations upon the County, the City, or the State of Florida (each, a "Governmental Body"). If a default or breach of this Agreement occurs, or other occurrence that Seatholder believes violates one of Seatholder's rights hereunder, Seatholder hereby expressly agrees not to look to any Governmental Body, and to look solely to the Marlins for any remedy or relief sought. Seatholder further agrees that no member, officer, employee, agent, contractor, or consultant of any Governmental Body shall be liable to Seatholder, or any successor in interest to Seatholder, for anything arising from or related to this Agreement.

V) Miscellaneous. This Agreement shall constitute the final, complete, and exclusive expression of the intentions of the parties hereto with respect to the subject matter hereof and shall supersede all previous communications, representations, agreements, promises, or statements, either oral or written, by or between the parties. The parties hereto shall not amend, modify, or supplement this Agreement, except by written instrument signed by both parties hereto. If any term or other provision of this Agreement is determined to be invalid or illegal or unenforceable under applicable law, then it shall be severed, and all other terms and provisions of this Agreement shall nevertheless remain in full force and effect. Neither the failure nor the delay on the part of either party to exercise any right, remedy, power, or privilege under this Agreement operates as a waiver thereof. No waiver shall be effective unless it is in writing and signed by the party asserted to have granted such waiver. This Agreement or any part hereof shall not be assigned or otherwise transferred by Seatholder without the prior written consent of the Marlins, and any attempted assignment by Seatholder without such written consent shall be null and void. The Marlins may assign this Agreement and any of the rights granted herein in their sole discretion. To the extent permitted under the terms of this Agreement, each party's obligations hereunder shall be binding on the assigns and successors of such party and shall inure to the benefit of the assigns and successors of such party. If any legal proceeding arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, litigation expenses, and court costs, in addition to any other remedy it may obtain or be awarded.