



Venue Membership Agreement

Dated: January 1, 2026

Between:

1. **ArenaNetwork, Inc.** of 2435 Ventura Blvd., Suite E, Camarillo, CA 93010 and its affiliated entities (collectively "Network")

And

2. **MetraPark** of 308 6th Ave N, Billings, MT 59101 ("Venue")

Venue and the Network agree as follows:

1. **Engagement:** Network is a privately-owned corporation providing expertise in the live entertainment industry to a number of public assembly venues. Pursuant to this agreement ("Agreement"), Venue agrees to participate as a member of Network and Network agrees to provide a range of membership services ("Services"), as defined in Section 2 below.
2. **Services:** Network will provide the following Services:
 - (a) Outreach to agents, promoters, producers, and artist representatives on behalf of Venue;
 - (b) Identify business and booking opportunities;
 - (c) Provide industry updates and developments;
 - (d) Schedule conference calls to discuss topical issues and new opportunities;
 - (e) Share Venue information within the live events industry, in an effort to solicit business opportunities;
 - (f) Meet with Venue at industry conferences and functions as requested by Venue, subject to availability;
 - (g) Include Venue in Network's website and trade publication advertising;
 - (h) Collect and distribute relevant industry information;
 - (i) Talent Buying Services ("Talent Buying Services") (if mutually agreed between parties):
 - i. Identification of talent availability and pricing;
 - ii. Talent buying and preparation of talent offers as directed by Venue;
 - iii. Negotiation with an act's representatives on behalf of Venue;
 - iv. On a case-by-case basis, Venue may engage Network to assist with Talent Buying Services for corporate clients interested in hosting meetings, banquets and private events, pursuant to Section 7, entitled "Fees".

Network will have no obligation to provide additional services. Any additional services not listed in this Agreement will be discussed on a case-by-case basis, and Network will be paid an additional, mutually agreeable fee.

To assist with Network providing the Services identified above, and to streamline booking, Venue has or will provide Network with a data feed from Venue's calendar management software, which will provide Network with access to real-time, read-only information from Venue's internal and external calendar. If Venue does not have the ability to provide a data feed of calendar availability to Network, Venue shall provide a calendar of availability to Network via email on a regular basis, or by updating Network's members portal on a regular basis with the calendar of availability.

3. **Event Types:** There are three different event types described in this Agreement: Rentals ("Rental"), Co-Pros ("Co-Pro"), and In-House Promotions ("In-House Promotion"), with all three collectively referred to as ("Event").
 - (a) **Rental:** The term Rental shall mean any confirmed event in which an outside promoter is at financial risk.
 - (b) **Co-Pro:** The term Co-Pro shall mean any confirmed event in which Venue shares financial risk and/or revenues with an outside promoter/producer.
 - (c) **In-House Promotion:** The term In-House Promotion shall mean any confirmed event in which Venue is at risk financially, or an event where Network negotiates a unique deal structure directly with an artist, act, attraction, or production or their representatives, such as a \$0 guarantee, or any other non-traditional deal structure negotiated directly with Talent or Talent's representatives, whereby Venue is issued a contract from Talent's representative and Venue is acting as the promoter for the event, and in which Network performed Talent



Buying Services by submitting a performance offer and booking Talent performing for such event. For the purposes of this Agreement, an artist, act, attraction or production shall be defined as Talent ("Talent").

4. **Talent Buying:** If Network is engaged to buy Talent on behalf of Venue through the submission of a performance offer ("Talent Offer"), a Talent Buyer Authorization Agreement ("TBA") will be signed by Venue before a Talent Offer is submitted to Talent or Talent's representative. By Venue signing the TBA, Venue authorizes Network to submit the Talent Offer on Venue's behalf and Venue acknowledges that by Venue signing the TBA and acceptance of the Talent Offer by Talent or Talent's representative, it will constitute a binding obligation of Venue to Talent and/or Talent's representative. If Venue desires to rescind the Talent Offer, Venue shall be liable to Talent for the full Talent guarantee referenced in the Talent Offer, which sum shall constitute consideration to Talent as a cancellation fee ("Liquidated Damages"). *Venue acknowledges that its breach or failure to honor the terms of the Talent Offer will cause Talent substantial economic damages and losses of types and in amounts which are impossible or impractical to compute and ascertain with certainty and thus agrees to the Liquidated Damages as set forth above.*

Network does not guarantee that any Talent Offer made by Venue will be accepted by Talent, and it is possible that Talent may accept the performance offer of other members of Network, but not Venue's performance offer, or that Talent does not accept any performance offer made by Network.

Network does not make any representation as to the profitability of any show. The decision to make a Talent Offer for any specific Talent is solely that of Venue and Venue accepts the full financial risks of each Talent Offer, regardless of the financial outcome.

5. **Claims:** Rentals and Co-Pros will be executed directly between Venue and a producer, promoter or Talent, and Network will not be a party of such agreements. Likewise, any agreement with a specific Talent for an In-House Promotion will be made between Venue and Talent (or Talent's representative) and Network will not be a party to any such agreement(s). Venue is responsible for the terms and conditions contained in any such agreement and Network shall not be held responsible for any cancellation, default or breach of any such agreement, regardless of which party was at fault. Venue agrees to indemnify, save and hold Network, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees and contractors/representatives, free and harmless from any claims or expenses related thereto, including reimbursement of any and all actual attorney's fees incurred by Network.
6. **Assist:** An assist ("Assist") shall be defined as follows: When Network in any manner helps to secure an event for Venue or for an affiliated facility at Venue's direction, whether the event is a single or multi-day Rental, or a single or multi-day Co-Pro. Assists may be the result of new business opportunities brought to Venue by Network, bookings at the request of or in collaboration with Venue, or solicitations by Network on behalf of Venue to a producer, promoter, agent or manager.
7. **Fees:** In consideration of the Services, Venue agrees to pay to Network the following Annual Membership Fees ("Annual Membership Fee"), Assist Fees ("Assist Fee"), and Talent Buying Fees ("Talent Buyer Fee"), with all collectively referred to as ("Fees"), described below:
- (a) **Annual Membership Fees:** Annual Membership Fees for each year of the membership term are provided below
- i. **Annual Membership Fee Schedule:**
- (1) \$30,000 USD Due July 1, 2026 (for the period beginning January 1, 2026 to January 1, 2026)
 - (2) \$32,500 USD Due July 1, 2027 (for the period beginning January 1, 2027 to January 1, 2027)
 - (3) \$35,000 USD Due July 1, 2028 (for the period beginning January 1, 2028 to January 1, 2028)
- (b) **Assist Fees are to be paid as follows:**
- i. **For Single Day Rentals or Co-Pros:** When Network helps to secure a single day Rental or Co-Pro event for Venue, Network shall receive an Assist Fee of \$0 USD flat, regardless of number of performances. **Payment of this fee will be made to Network as soon as practical after the conclusion of the Event;**
 - ii. **For Multi-Day Rentals or Co-Pros:** When Network helps to secure a multi-day Rental or Co-Pro event for Venue, Network shall receive an Assist Fee of \$0 USD flat, for the first event day, plus an additional \$0 USD for each subsequent event day, regardless of the number of performances in each



day. **Payment of this fee will be made to Network as soon as practical after the conclusion of the Event;**

- iii. All Assist Fees are considered confidential information and are internal charges to the Venue to be paid by Venue and cannot appear on any promoter, producer, or Talent settlements.
- (c) **Talent Buyer Fees are to be paid as follows:**
 - i. **For In-House Promotions:** When Network acts as a Talent buyer to secure an In-House Promotion event for Venue, Network shall receive a Talent Buyer Fee of \$2,500 USD, plus \$1 USD per paid ticket, for each event booked by Network with a signed TBA. **Payment of this fee will be made to Network as soon as practical after the conclusion of the Event;**
 - (1) In the event a Talent Offer is submitted by Network for an In-House Promotion and an outside promoter gets brought in to promote the event, either at the discretion of Venue, Talent representatives, or as the result of Network's efforts, then Network's Talent Buyer Fee will not be affected. In any of these instances, regardless of whether it is a Rental or a Co-Pro, Network's Talent Buyer Fee will be billed directly to Venue pursuant to the terms specified in the signed TBA.
 - ii. All Talent Buyer Fees are considered confidential information and are internal charges to the Venue to be paid by Venue and cannot appear on any Talent Offer sheets or show settlements.

In the event Network is engaged to buy Talent for a date-specific event, special event, university event, private function, or for an event from an outside third-party, Network will negotiate a separate Talent buying fee, which will be evaluated on a case-by-case basis and specified in a TBA.

All Events booked by Network for Venue during membership term will be paid pursuant to this Agreement. If Network is the procuring cause of an Event booked in Venue or any of its affiliated facilities and the Event date takes place after this Agreement has expired or has been terminated, Network shall be entitled to be paid the full retail Assist Fee and/or Talent Buyer Fee pursuant to this Agreement. The full retail Assist Fee for single day or multi-day Rentals or Co-Pros is 50% of net Venue proceeds with all Venue revenue streams included. The full retail Talent Buyer Fee is \$10,000 USD + \$2 USD per paid ticket versus 50% of net Venue proceeds with all Venue revenue streams included, whichever is greater.

- 8. **Term:** The membership term ("Term") of this Agreement commences January 1, 2026 and ends December 31, 2028. If any Annual Membership Fee is not received within 90 days of the original invoice date, Network reserves the right to immediately terminate this Agreement upon notice to Venue and Network shall be entitled to its pro rata Annual Membership Fee through the date of termination.

- (a) **Renewal:** After the initial Term, this Agreement may be extended for additional one (1) year terms upon the mutual written agreement of both parties.

- 9. **Termination:** If, for any reason during the term of this Agreement, Venue contracts with a third-party private management firm for booking and/or management, Network shall have the right to terminate this Agreement immediately and shall be entitled to receive full payment pursuant to the Fees in Item 7 of this Agreement. Venue may terminate this Agreement upon material breach hereof by Network, provided Network shall have thirty (30) days from the date on which Venue sends Network written notice of such breach in which to cure such breach. In the event of such termination, neither party shall have any further obligations to the other.
- 10. **Indemnification:** For clarity, Talent, and the employees and contractors of Talent, producers or promoters, are not employees or contractors of Network. Venue agrees to indemnify, save and hold Network, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees, and contractors/representatives, free and harmless from all claims, damages, costs and expenses, relating to any property damage, bodily injury or death, lost revenue resulting from business interruption, or in connection with any activity or accommodations for events, which occurs as a result of an act or omission of Venue (including Venue's employees and contractors) at or in connection with any event or any other act/omission. Network agrees to indemnify, save and hold Venue, its parent, subsidiary and affiliated corporations, and their respective directors, officers, employees, and contractors/representatives, free and harmless from all claims, damages, costs and expenses, relating to any property damage, bodily injury or death, lost revenue resulting from business interruption, or in connection with any activity or accommodations for events, which occurs as a result of an act or omission of Network (including Network's employees and contractors) at or in connection with any event or any other act/omission.



11. Insurance: Venue shall maintain a General Liability insurance policy of not less than \$2 million, and each such insurance policy shall contain a thirty (30) day notice of cancellation clause. Venue shall provide an annual blanket certificate evidencing adherence to the foregoing insurance requirements. For specific events with which Network has assisted in booking, Venue agrees to provide a certificate of insurance naming Network, its directors, officers, employees and contractors/representatives as additional named insureds.
12. Risk: Network does not make any representation as to the viability or profitability of any Event, nor that they will be successful in securing Talent for Venue. The decision to make Talent Offer and engage Talent is solely that of Venue.
13. Confidentiality and Trade Secrets ("Trade Secrets"): The information pertaining to the business of Network, Venue and all other venue members of Network, including but not limited to information regarding the provisions of this Agreement, Fees, deal terms with Talent, or the business affairs of the other venue members of Network, which: (i) is not generally known to the public or other venues who are not members of Network; (ii) confers economic benefit to Venue and Network because the information is not publicly known; and (iii) there is the need to make an effort to maintain its secrecy. The Trade Secrets may be comprised of or include confidential information ("Confidential Information"). Examples include call agendas, ticket counts, and Talent Offer sheets. Venue affirmatively agrees not to disseminate, by any means whatsoever, such Confidential Information to anyone other than to Network. However, nothing herein shall preclude or limit Network from disseminating or providing the Confidential Information to agents, promoters, or others, in an effort to solicit business for Venue and members of Network. This includes disseminating such Confidential Information to any venue which is considering becoming a member venue of Network.

Venue shall not share, disseminate or distribute any materials provided or developed by Network to anyone without Network's prior knowledge and approval. By example, Talent Offer sheets, call agendas, ticket counts and/or email communications with or without Network's logo shall not be shared or distributed with any party without the prior written approval of Network. Network shall have no liability whatsoever to Venue with regard to any materials used or shared by Venue to a member venue of Network or any other party whatsoever, without Network's prior knowledge and approval.

In furtherance of Network's providing of Services as mentioned herein, Venue may participate in telephonic conference or "dial in" calls. Venue agrees not to record the calls in any format whatsoever without the written consent of Network, and further acknowledges such calls may contain Confidential Information as described herein.

If Venue opts-in to participate in sharing ticket count box office information by providing information to Network, Network shall have no liability whatsoever for any claims made against Venue related to the sharing of this data, which may include data and/or information breach, sharing of information with third-parties, or any other unwanted use of the data. In addition, Venue agrees to indemnify and hold Network free and harmless from any claim(s) made against Network relating to the same.

Network has no duty or obligation to disclose any third-party marketing agreements to which it is a party.

In addition to the Services provided by Network to Venue, Venue acknowledges that: (i) Network provides industry expertise, advice and general consulting to Venue; and (ii) any information or advice shared by Network to Venue about Venue or other venues, regardless if the other venues are members of Network is strictly confidential and intended only to assist and help Venue compete within the live events industry; and (iii) decisions that are made based on the information and/or advice provided by Network to Venue, are made by Venue on its own; and (iv) Network shall not be liable to Venue for any damages whatsoever.

Venue is part of a governmental body and as such is subject to public records requests. Network shall be notified anytime a request is made for documents related to events or activities involving Network.

14. Assignment: Venue agrees that it will not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily or involuntarily, or by operation of law, any rights or obligations under this Agreement. Network may assign this Agreement to any one or more of its affiliated entities without the consent of Venue.
15. Representations and Warranties: Each individual executing this Agreement on behalf of Venue represents and warrants that he or she is duly authorized to do so. Network shall be entitled to rely on the representations of each



individual executing this Agreement on behalf of Venue that such person is duly authorized to do so, without any duty of investigation, the signature of such person shall be binding on Venue.

Venue further acknowledges that all aspects of event execution, including, but not limited to event management, marketing and production management shall be the responsibility of Venue for all events booked by Network.

16. Miscellaneous: This Agreement: (i) supersedes all prior oral or written agreements between the parties pertaining to the subject matter hereof; (ii) can only be amended by written document signed by both parties; (iii) cannot be assigned by Venue without the express prior written approval of Network; (iv) shall not be construed as a partnership, joint venture or employment agreement between the parties; (v) shall inure to the benefit of and be binding upon the parties and their permitted successors and assigns; (vi) shall be governed by the laws of the State of California; and (vii) may be executed in counterparts, such parts together constituting one whole original document, and a facsimile, digital or PDF scanned email transmission of a party's signature shall be deemed and comprise an original signature for all purposes hereof. If any provision of this Agreement is found to be invalid or unenforceable, such provision shall be deemed severed here from, and the remainder of this Agreement shall continue in full force and effect. Headings used herein are for convenience only. Waiver of one or more terms or conditions of this Agreement shall not be deemed a modification or waiver of any other provisions of this license.

The Parties hereto have executed this Agreement as of the date first listed above.

ArenaNetwork Inc.

MetraPark

By: 

Andrew Prince, CEO
2435 Ventura Blvd., Suite E
Camarillo, CA 93010

By: _____
Its Authorized Signatory
308 6th Ave N
Billings, MT 59101