



# Curry County Fair Board

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## Agenda

May 13, 2026

3:00 p.m. Showcase Building

1. **Call to Order**
2. **Amendment and Approval of the Agenda**
3. **Public Comment (3 Minutes)**
4. **Minutes**
  - a. 4-8-2026 Minutes
5. **Discussion Items/Action Items**
  - a. Turkey Cages Purchase
  - b. Water Foul Discussion
  - c. Afton Ticket Proposal
  - d. Projects Update
6. **Reports**
  - a. Commissioner Liaison Report
  - b. Superintendent Report
  - c. 4H Report
  - d. Next Meeting – \_\_\_\_\_ at 5:30 p.m.
7. **Adjourn**

*(ORS 192.640(1)) ". . . notice shall include a list of the principal subjects anticipated to be considered at the meeting, but this requirement shall not limit the ability of a governing body to consider additional subjects.")*

## Curry County Fair Board

Minutes April 9, 2026

Members present – Kudlac, DeWald and Hollinger, Tippetts – Interim Fair Manager

Call to Order at 1:00 pm

Amendment and Approval of the Agenda

Hollinger requested to amend the Agenda by adding the Fair Parade as C under discussion, Purchase of a new lift under D, RFP for livestock siding as E, Exhibitor handbook as F under discussion

Motion made by Kudlac, 2<sup>nd</sup> by DeWald – passed 3-0

Public Comment - none

Minutes: Motion made to approve minutes by DeWald, Kudlac 2<sup>nd</sup> passed 3-0

Discussion Items/Action Items

Superintendent Questions premiums for youth only, discussion as to opening times for fair. Consensus that fair opens at 11 and times for Sunday are 11 -3. Auction animals can leave for processing Sunday morning before fair opens. Exhibits and other animals can leave at 3 Sunday.

Soil and Water Conservation Updated Lease – motion made by Kudlac to approve, Hollinger 2nd, Dewald recused for conflict. Vote passed 2-0

Parade – Amy parker gaddis, presenting for fair. Wants parade to be on Saturday starting at 10:00. Want to loop participants around back through the fair parking area. The Board thanks the team at county who are willing to take on the parade. Want to stripe the parking lot so that the floats can get through. Need convo with ODOT regarding speed through town during fair and parade.

Purchase of new lift for Fair – All county departments can make use of the item. Discussion regarding costs associated with a purchase. Direction to Fair Manager to come back with more information.

RFP for Livestock Siding – all the way around with gutters should be included in the RFP and coordination with the road department for gravel and grading around the building. Dewald moved, Kudlac 2<sup>nd</sup> passed 3-0.

Exhibitor handbook – Board will review and make comments.

#### Reports – Fair Manager

Toilets in women's restrooms, next week starts on the mens.

Contractor here to look at the doors that are in disrepair yesterday and he will issue a bid.

Discussion about looking at electrical and lights in the livestock pavilion and whether rebates are still available.

RFP on fencing is out and bid is coming in.

Routine maintenance is being done, lights, new stove in showcase building.

Discussion regarding 4H association board wanting to do some things with their available funds to put door back into the north side of livestock pavilion.

There is an offer out for a .5 FTE person for fair maintenance.

Discussion as to role of Friends of Fair and what can be done with the building their items are in.

There is a leak in the Docia roof and redo the arena bathroom roof bathroom.

Commissioner Liaison – nothing

Superintendent report – protocols out from State as to bird flu and other contagious issues out by next week.

4H report – none

Next meeting May 13<sup>th</sup> at 3:00

Adjourn at 2:02 pm.



# Curry County Fair Board

*Agenda Report*

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>
<u>May 13, 2026</u>	<b>Turkey Cage Purchases</b>
<b>Description and Background:</b>	
<u>Fair Board Member Dewald was informed on a large amount of turkeys coming to the Fair this year. The Fair will need to purchase additional turkey cages to accommodate. Dewald will have more information at the time of the meeting for discussion and consideration.</u>	
<b>Attachments:</b>	



# Curry County Fair Board

*Agenda Report*

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>
<u>May 13, 2026</u>	<b>Water Foul Discussion</b>
<b>Description and Background:</b>	
<u>Fair Board member Dewald has information on state restrictions for housing water foul during the fair. The Board will need to determine if the Fair is able to accommodate water foul or make the decision to not allow them entered.</u>	
<b>Attachments:</b>	



# Curry County Fair Board

*Agenda Report*

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>
May 13, 2026	<b>Afton Ticket Proposal</b>
<b>Description and Background:</b>	
<p>Fair Manager researched on what other Counties are using for online ticketing systems. Our current system Eventbrite has aged out over the years and not very user friendly and has high interest rates. Afton tickets was brought up multiple times in discussions. Fair Manager received a proposal from Afton and requests approval of the switch.</p>	
<b>Attachments:</b>	

# CURRY COUNTY FAIRGROUNDS

## Board Meeting Talking Points

### Afton Tickets

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## THE BOTTOM LINE

Switching to Afton Tickets costs Curry County Fairgrounds nothing, lowers fees for our ticket purchasers by roughly 35%, replaces our aging Eventbrite tools with a modern platform purpose-built for fairs and rodeos, and includes a full suite of comped on-site equipment, a dedicated account manager, on-site support in year one, and built-in marketing tools. Our peers in the fair industry are already moving in this direction — when I posted to the fair manager listserv this week, Afton was recommended six times within minutes.

## WHY NOW

- **Eventbrite was just acquired by an Italian holding company** and is being restructured. Customer support is outsourced and the platform is unlikely to invest in features fairs and rodeos actually need.
- **Our current tools feel outdated for purchasers.** Over 80% of ticket transactions happen on mobile today, and Eventbrite's checkout has not kept up.
- **Our next on-sale is soon.** Switching now gives us a clean cutover before the new season starts.
- **We are entering a new chapter with rodeos and a growing event calendar.** The right ticketing partner should grow with us, not slow us down.

## SIX REASONS THIS IS THE RIGHT MOVE

### 1. It costs us nothing.

Afton is 100% free for organizers — no platform fees, no setup fees, no license fees, no equipment rental, no monthly minimums. Their service fee is paid by the ticket purchaser, and even that fee is roughly 35% lower than what Eventbrite charges today. Eventbrite charges \$1.79 + 4.9% per ticket; Afton charges \$1.29 + 3.00%.

### 2. They are a Portland, Oregon company that specializes in fairs and rodeos.

Afton powers ticketing for peer events across the country including the Pendleton Round-Up, Western Carolina State Fair, Tillamook County Fair, Lane County Fair, Marion County Fair, Livingston Roundup, La Pine Rodeo, Columbia River Circuit Rodeos, Salmon Stampede, Hi-Lo Pro Rodeo, Umatilla Fair, and many more. Fairs and rodeos are core to their business — not an afterthought, as they are at Eventbrite.

### 3. They do the heavy lifting for us.

Every Afton client gets a dedicated account manager who builds our events for us, trains our team, and is reachable by phone, text, email, or Zoom. As an interim fair manager carrying a heavy load, this is real day-to-day relief — not a “submit a ticket and wait” experience.

### 4. All on-site gear is comped, and so is on-site support in year one.

Afton includes everything we need to run gates, parking, will-call, and box office — scanners, mobile box office units, parking solutions, and full box office stations — at zero cost. Every device ships with built-in 5G and offline mode, so our gates keep moving even if Wi-Fi or cell service drops. They will also send a representative on-site

for our first event at no charge to make sure our team is set up for success. Per the proposal, the comped equipment and on-site support package is valued at approximately \$46,980 per year.

## 5. Marketing tools are built in and free to use.

Afton includes email blasts, SMS text marketing, abandoned cart emails, customizable promo and access codes, affiliate tracking links, ad tracking pixels, a fan rewards program, and Mailchimp / Constant Contact integration — all at no additional cost. We can market directly to past purchasers when our next event goes on sale, without paying a third-party marketing tool.

## 6. The platform fixes real problems we have today.

- **Tier pricing** (early bird → advance → day-of) is built in with shared inventory — no more juggling multiple ticket types in Eventbrite just to schedule a price change.
- **Add-ons and bundles** (parking, drink tokens, family four-packs, ride bundles) increase per-cart revenue and reduce cash handling at the gate.
- **Sponsor logos can be placed directly on tickets** — a new revenue lever for sponsorship sales that we don't have today.
- **Cash management, shift reporting, and PIN-protected employee actions** stand up to county auditor scrutiny — important for our public-funded events.
- **Our money flows directly to us** through our own Stripe or Authorize.net account. Afton never touches our funds.

## ANTICIPATED BOARD QUESTIONS

### “What does this actually cost the Fairgrounds?”

Nothing. No setup, no license, no rental, no equipment, no on-site support cost in year one. Service fees are paid by the ticket purchaser and are roughly 35% less than what Eventbrite charges today.

### “What is the term of the agreement?”

Three years. The length of the term is what unlocks the comped equipment, dedicated account manager, and comped on-site support — which together would otherwise be a five-figure annual expense.

### “What happens to credit card processing?”

We continue to use our own merchant account (Stripe or Authorize.net). Funds settle directly to us — Afton does not touch our money. Optionally, Afton can connect us with their Chase Paymentech contact for a wholesale rate (their clients typically see 2.0%–2.3%).

### “What if something breaks during a live event?”

Our dedicated rep is reachable by call, text, email, or Zoom. For our first year, Afton sends an on-site representative at no cost. All hardware has built-in 5G and offline mode, so gates keep moving even if connectivity drops.

### “What about outside promoters and rodeo / circus events that bring their own ticketing?”

Afton has a referral program. If we introduce them to outside promoters who sign on, we earn 10% of Afton's revenue from those clients for one year. Most of Afton's new fair clients come through these referrals.

### “What if attendees push back on a new system?”

Their fees go down, not up. Mobile checkout is faster and cleaner. Tickets land in Apple / Google Wallet automatically, with PDF and will-call backups. Attendee customer support is handled by Afton, not us.

## THE NUMBERS AT A GLANCE

*Side-by-side comparison of what we have today vs. what Afton proposes:*

Item	Eventbrite (current)	Afton (proposed)
<b>Online service fee per ticket (\$5.01+)</b>	\$1.79 + 4.9%	\$1.29 + 3.00%
<b>On-site / box office equipment</b>	We rent or buy	Comped
<b>On-site support, year 1</b>	Not included	Comped
<b>Dedicated account manager</b>	No	Yes
<b>Built-in 5G + offline mode on all gear</b>	N/A	Yes
<b>Email + SMS marketing tools</b>	Limited / paid add-ons	Included free
<b>Sponsor logos on tickets</b>	No	Yes (up to 3 per ticket)
<b>Customer service for our attendees</b>	Outsourced	Handled by Afton
<b>BBB rating</b>	F (1.18 / 5)	A+ (5 / 5)
<b>Cost to Curry County Fairgrounds</b>	<b>\$0</b>	<b>\$0</b>

## RECOMMENDED NEXT STEPS

1. Approve the move from Eventbrite to Afton Tickets for the 2026 season.
2. Authorize signing of the three-year partnership agreement.

## **Afton Tickets Partnership Agreement**

The Afton Service Agreement is entered into by and between between Afton Tickets, Inc. ("Afton", "we", or "us") and Curry County ("Client", "you", or "your") consists of the Specifications below and Afton's Terms and Conditions ("Agreement"). This Agreement is subject to review and revision by Afton at any point prior to commencement date of the specified term. The "effective date" of this agreement is defined latest date signed by the parties.

### **Confidentiality**

Client shall keep this Agreement, its contents and terms, and all related proposals, offers and materials ("Confidential Materials") strictly confidential, and shall not disclose or distribute these Confidential Materials to any other party, or permit others to do so, except to the extent reasonably required for proper business purposes to your employees, attorneys, or agents (and provided that you require anyone to whom disclosure is permitted to honor this confidentiality provision) and except as may be required by law. This provision shall not apply to any materials which are publicly available through no fault of yours. This confidentiality provision shall be binding upon you and your permitted successors and assigns and shall survive the expiration of this Agreement.

### **The parties agree as follows:**

These Specifications are subject to the Terms and Conditions, which are incorporated into and form part of this Agreement. Capitalized words in the Specifications have the same meanings as those in the Terms and Conditions unless defined otherwise in the Specifications. If these Specifications are inconsistent or conflict with the Terms and Conditions, the Terms and Conditions will supersede unless stated otherwise in the Specifications.

Please note that the Terms and Conditions contain an arbitration clause and class action waiver. By agreeing to this Agreement, including the Terms and Conditions, you agree to resolve all disputes through binding individual arbitration, which means that you waive any right to have those disputes decided by a judge or jury, and that you waive your right to participate in class actions, class arbitrations, or representative actions. **Terms and Conditions:** <https://aftontickets.com/clienttos>

### **Referral Partnership Payouts**

Afton agrees to pay the Referrer a payout equal to **10% of Afton's net profits** from any qualified referral that results in a signed agreement with Afton Tickets. Referral payouts will apply to net

profits earned during the first twelve (12) months of the referred client's contract, regardless of contract length or structure. In all cases, referral payouts are capped at \$2,000 per event. Referral payments will not apply to contract renewals, extensions, or any subsequent agreements with the same client.

### Referral Payout Requirements

To be eligible for a referral payout, the Referrer must introduce the referred event organizer via email to an Afton representative at [jared@aftontickets.com](mailto:jared@aftontickets.com) ensuring a written and time-stamped record of the introduction is created. Any event organizers who are current or past Afton clients, or who are already in contact with Afton prior to the referral, will be excluded from eligibility.

EVENT INFO	
EVENT(s) NAME:	Fair + Self Produced Events

### 1. TERM

Initial Term: Begins on the Effective Date and ends 36 months from the date of the next ticket sold on the Afton Tickets platform after this agreement is signed by both parties.

The term of this Agreement begins on the Effective Date (date of signing) and is an exclusive agreement. If Client rents out a 3rd party facility that has an existing exclusive contractual agreement with a different ticket company, Client will make best efforts to convince that facility to allow Afton Tickets to be used for Client's event. If facility cannot allow that, Client will notify Afton in writing and an exception can be made on a case by case basis. This Agreement will automatically renew for successive additional 1-year terms after initial Term (each, a "Renewal Term" and together with the Initial Term, the "Term") unless either Party provides Notice to the other Party of its intention not to renew this Agreement during the 30-day period immediately before the end of the then-current Term. Organizer agrees to begin listing tickets or registrations for sale on the Afton System as soon as practicable following the Effective Date. Under this agreement, client agrees to exclusivity and that all tickets will be sold on the Afton Tickets platform.

### Force of Nature Provision

If any events are unable to be held during this agreement's term length due to a force of nature event, such as COVID-19, weather, or similar, there will be no financial penalty to the Client and the Agreement Term will be extended for those canceled events until they are rescheduled on the Afton platform.

Afton will deliver clean equipment and Client may sanitize any provided equipment by following Afton’s instructions. Afton cannot and does not guarantee that the equipment is fully sterile and disclaims any associated liability. Client acknowledges and agrees that it waives, releases, and discharges Afton and its directors, officers, owners, employees, and agents from any claim or liability of any kind, now known or later discovered, arising out of use of the equipment. This Agreement applies to any claim even if caused by negligence.

<b>2. FEE TABLE PRICING:</b>			
<b>SERVICE FEE TYPE</b>	<b>TICKET FACE VALUE</b>	<b>BASE AFTON SERVICE FEE</b>	<b>PLUS AFTON FEE % OF FACE VALUE</b>
<b>ONLINE SALES: DISCOUNTED AFTON SERVICE FEES</b>			
Admission & Add-On Items	\$0.01 to \$5.00	\$1.00	0.00%
Admission & Add-On Items	\$5.01 to \$289.99	\$1.29	3.00%
Admission & Add-On Items	\$290 or Greater	MAX AFTON SERVICE FEE CAP OF \$9.99	0.00%
<b>IN-PERSON BOX OFFICE: DISCOUNTED AFTON SERVICE FEES</b>			
Admission	\$0.01 to \$5.00	\$0.50	0.00%
Admission	\$5.01 to \$34.99	\$1.00	0.00%
Admission	\$35.00 or Greater	\$2.00	0.00%
Non-Admission (Add-on Items)	\$0.01 or Greater	\$0.00	4.90%
Parking/Camping	\$0.01 to \$19.99	\$1.00	0.00%
Parking/Camping	\$20.00 or Greater	\$2.00	0.00%

\*Card processing is in addition to Afton's fee and client can choose to pass this onto the customer or absorb it. See "Card Processing" section below for details.

## Pre-Printed Physical Tickets

Afton can provide pre-printed physical hard tickets to client upon request, with at least 10 days prior written notice. There is no Afton Service Fee on \$0.00 face value comp hard tickets, but there is a \$0.20 per ticket for printing/handling fee + shipping costs billed to Client. Pre-printed tickets sold for a face value of \$0.01 or greater will have an Afton Service Fee equal to the discounted box office fee associated with its price tier that can be passed onto the purchaser, and will not include a printing/handling fee.

## OPTIONAL ADD-ONS AT ANYTIME

Client can choose any of these optional add-ons at anytime:

### 1. Full White Label Ticket Purchase: + \$0.29 per online ticket passed to purchaser

Afton's white label feature replaces the Afton Tickets logo with your company logo throughout the entire online ticket purchase process and replaces the Afton Tickets logo for online tickets with your logo.

- Yes, turn on for \$0.29 per ticket passed to Online Ticket Purchasers only
- No, I do not want this add-on for my account

### 2. Additional Anti-Fraud Protection: + \$0.10 per online ticket passed to online purchasers

\*Cost to Client: \$0.00 because this \$0.10 is passed onto your online ticket purchasers.

Afton already has built in fraud protection tools. But this optional ADD-ON provides extra protection with AI machine learning provided by Kount, a world leading fraud tool. Kount's real-time machine learning powers automated decisions to stop fraudulent behavior proactively and stay ahead of emerging trends.

- Yes, turn on for \$0.10 per ticket passed to Online Ticket Purchasers only
- No, I do not want this add-on for my account

### 3. Website Development: +.50 cent per ticket or \$5,000 up front. If you are in the market for a new website, Afton can deliver a beautiful website for a fraction of the traditional costs. We can also build the ticketing directly into the website so attendees never have to leave your site to purchase. Estimated turnaround (2 to 3 weeks)

- Yes, I will pay \$5,000 upfront

- Yes, I will pay \$0,000 upfront
- Yes, add .50 to the ticket fee
- No, I am not in need of a new website

**ESTIMATED COMPED EQUIPMENT (With 5G and Offline Mode)**

The table below illustrates the rental fees being waived in this agreement. These are estimates, and Client will be provided with more or less equipment dependent upon the true needs of the event, size of the event, and/or number of tickets sold. More equipment can be given at \$0 rental cost for larger events, and equipment may be allocated to client for additional days within reason at no additional rental cost if more events are planned than anticipated.

ESTIMATED EQUIPMENT*	Rental Price	QTY	Est. Days	Subtotal
<b>Onsite Support</b> Afton will provide 1 comped onsite support rep for your first event of clients choosing. The event must sell a minimum of 5,000 fee-baring tickets to receive comped support.	\$1,200.00	1	3	\$3,600.00
<b>Laser Scanner</b> Touchscreen Handheld, Laser Gun Scanner, built-in Verizon 5G Wifi Data Plan	\$85.00	15	10	\$12,750.00
<b>Mobile Box Office</b> Touchscreen Handheld, Stand, Card Reader, Star Micronics Ticket Printer, Built-in Verizon 5G Wifi Data Plan	\$129.00	20	10	\$25,800.00
<b>Data Plan for Built-in Wifi to Each Device</b> Each device has built-in Verizon 5G Wifi Data Plan paid for by Afton Tickets which acts as a backup to Client's primary onsite internet source.	\$10.00	26	10	\$2,600.00

Subtotal	\$44,750.00
*Discount	-\$44,750.00
<b>Total to Client</b>	<b>\$0.00</b>

### **Minimum Sales Requirements for Waived Rental Costs on Equipment**

Afton Tickets agrees to provide the equipment necessary for the size of events Clients is producing. However, if expected annual ticket volume falls below 2,000 fee baring tickets Per Year then per this agreement the amount of estimated equipment allocated to Client is more than necessary. In this case, Client can choose to rent equipment at a pro-rated rate equivalent to the shortfall of expected annual ticket volume defined above, or Client can ship back some of the extra equipment to Afton Tickets to continue paying \$0 rental fees. This clause is in place to ensure Afton Tickets is not overstocking Client with equipment that is not required for the current size of their events. For events with less than 100 online tickets sold, Client can use the downloadable check-in/will call list or download the Afton app onto the Client's android device. Afton's goal is to provide the equipment needed based on the size of the event, however for events with less than 100 online tickets sold, Afton reserves the right to make the decision on equipment allotment.

### **Equipment Shipping and Damages**

Client to cover any shipping costs related to sending or receiving equipment. Client is responsible for Afton equipment as soon as the mail carrier verifies a successful delivery via the tracking number. Client is responsible for any lost or damaged equipment at the current market replacement cost of the lost or damaged equipment. If after the mail carrier has verified it a successful delivery via the tracking number, if any equipment is lost or stolen, the Client will be billed. Afton will bill Client for any lost or damaged equipment and will take the replacement/repair amount out of the funds due to Client or will invoice client. Equipment shall be returned at Afton's request within 3 business days, when applicable, if long periods arise where Client has no events that require Afton's equipment. At Afton's discretion, a late charge on equipment may be charged to Client at \$10 per day, per item.

### **Afton Account Manager**

Afton will provide an Account Manager to the Client. Your Account Manager will have defined in-office hours. Client agrees to communicate with their account manager during their defined in-office hours. For emergency situations, and for day-of event emergencies, you can contact your account manager outside of defined office hours. Client agrees to be respectful of their account manager's time on evenings and weekends if it's not an emergency situation. Account Manager responsibilities include equipment training, client portal training, and assisting on Afton platform related questions. At Afton's discretion, we reserve the right to redefine your account managers time allocation if your account manager is having to spend an unreasonable amount of hours on your account, which will be based on your ticket sales volume. Your Account Manager can build your first event for you, with an option to also help build out some of your events in emergency situations. However, Client is ultimately responsible for managing their events and for any edits to the event after your account manager has created the event for you. The intention is not for your account manager to completely manage your created events and make every edit on your behalf. If your account manager builds an event for you, all event information is required in order to build your event. Once all required information is received, the following timeline expectations are as follows (though turnaround time may be quicker): 3 business days for a GA event, 7 business days for a reserved seat map event, 7 business days for an event series containing more than 6 events.

### **Client Responsibilities: Afton Client Portal & Day-Of Event**

Client is responsible for ensuring that at least 1 of their team members attend a client portal zoom training and learns how to properly build, edit, and manage their events in the Afton client portal within 7-10 business days of the 1st event on sale. Client or at least 1 team member needs to become proficient on the Afton Tickets client portal. Client is responsible for any actions, mistakes or errors made by Client's team members on event build, edit, or creation. Client is required to check, verify, and approve any reserved seat maps built by the Afton team before going on sale.

For day-of event, client is responsible for having at least 1 team member that has completed equipment training with their account manager, and who is proficient at Afton equipment setup, operation, and training Client's onsite cashier and ticket scanning staff, which will be referred to as the Client's box office manager. The Client's box office manager will act as the point person for the Client's team for everything Afton equipment related. If an onsite Afton rep is being provided, the Client's box office manager is still responsible for managing their onsite team and for understanding how to setup, tear down, charge overnight, and use the Afton equipment.

Client agrees to eSign an Afton Onsite Service Agreement prior to any event where an Afton Rep will be onsite, and attend an Onsite Advancing Zoom meeting with their Account Manager at least 2 weeks prior to said event.

### **Verizon 5G Data Plan Usage Terms**

Client agrees to only use Afton's devices and Afton's Verizon 5G data plan for scanning and selling tickets. Afton Tickets is not responsible for delivering sufficient network for onsite operations at Client's events. While Afton provides built-in Verizon 5G to each Afton device as a backup, which can be used as the primary internet source in locations with a strong Verizon signal, Client should always ensure they're providing the primary internet connectivity required to ensure successful box office sales and scanning operations.

### **Card Processing**

Anytime the Client's payment gateway is used, the card processing fee (which is determined by Client and submitted to Afton) can be passed onto the customer during ticket checkout. In this case, the card processing portion paid by the customer will be retained by the Client. In any case where Afton's payment gateway is used, at Afton's discretion and with mutual consent, a 3.00% card processing fee for in-person card transactions, or 3.00% card processing fee + 10 cents per item for online transactions will be retained by Afton. Client can choose to pass card processing onto the customer or absorb it. In a case where Afton's PayPal gateway is used (for Paypal installment payment plans, or paypal pay now for online transactions, a 4.00% + 10 cents per online item card processing fee will be retained by Afton), and the Client can choose to pass that Paypal processing fee onto the customer or absorb it.

### **Sales Tax**

Client is responsible for calculating and remitting sales tax to their appropriate local, county, city, and/or state. Client is responsible for communicating in writing to Afton if the Afton Sales Tax features should be used, and notifying Afton (i) the sales tax Afton should collect from Purchasers, and (ii) the formula your local, county, city, and/or state requires for sales tax collection (i.e. whether sales tax is calculated based on the face value of the ticket only, and/or on Afton's ticket fee, client rebate, any custom fees, card processing, etc.) If Client does not specify in writing which sales tax settings need to be used, Afton will assume that the Client has chosen to absorb any sales tax owed from the ticket

face value price instead of passing sales tax on to the ticket Purchaser. Client must inform Afton in writing if specific Ticket Types or Add-On Items need to have a different sales tax percentage used.

### **Payouts/Settlement**

Client has opted to use their own Stripe.com or Authorize.net merchant gateway in order to receive early ticket fund payouts. When Client's merchant gateway is used, Afton will invoice client for Afton Service Fees owed every month (30 days), or less frequently at Afton's discretion. We will invoice Client for the total Afton Service fees due to us. Afton reserves the right to temporarily use Afton's payment gateway to recoup any client invoices that are more than 15 days late. Any payments to you include any payments required to be made by you to any third-parties, such as publishers or co-writers, and you are responsible for paying such third-parties their share of your revenue. Client is responsible for all refunds and customer chargebacks. Afton fees are not refundable. Client is responsible for all collection or legal fees incurred by Afton and caused by Client's lateness or default of payment.

If by mutual agreement, Afton's merchant gateway is used, all merchant service fees are responsibility of Afton and card processing will be passed to the customer or absorbed by the client and retained by Afton. In this case, amounts are collected by Afton's payment gateway on behalf of Client, after offset of all amounts due Afton (the "Net Receipts"), will be remit to Client. It is the responsibility of the Client to ensure proper payment option and information is selected and submitted to Afton through Client dashboard payee details accessible through [hq.aftontickets.com](http://hq.aftontickets.com). Client must also sign and submit completed W9 to Afton before any payout can be issued. The Net Receipts with respect to an Event will be paid to Client within 7 business days following conclusion of the Event along with a settlement report provided all necessary documentation and information are retrieved from Client, Event, and staff. If Afton's payment gateway is used, Client does not have an early payout option, payout will occur after the event ends. If Afton's merchant gateway is used, Client is responsible for any chargebacks or merchant gateway costs incurred to Afton by the Client's ticket purchasers. If an event is canceled and Afton agrees to make an exception to our no refunds, no exception policy on Afton Fees, Client agrees to reimburse Afton for the merchant gateway costs for card processing on the original transaction and any costs associated with initiating those refunds of Afton's fee. If Afton has paid out "Net Receipts" to Client and any chargebacks, refunds, or other additional merchant gateway costs are incurred to Afton, Client is obligated to and agrees to reimburse Afton for those incurred expenses.

### **Agreement Binding on Successors.**

This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. You agree not to transfer or assign this Agreement or any right or obligation in this Agreement, by operation of law or otherwise, without our prior written consent. Further, you acknowledge that our exclusive right with respect to your ticketing needs and the ticketing needs of your events for the full length of the Term is a material term of this Agreement, and we will be incurring significant time and expense in reliance on receiving the benefit of those exclusive rights. You agree to require any successor (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of your business, assets and/or the rights with respect to any your events which would otherwise be covered by this Agreement (including the successor owner of the trademark for such an event) to assume expressly and agree in writing to perform this

Agreement in the same manner and to the same extent that you would be required to perform it if no such succession had taken place. Any agreement for the sale or transfer of all or substantially all of your business, assets and/or the rights with respect to any your events which does not so provide shall be void.

**Assumptions and Client Obligations**

The fees, schedule and deliverables in these Specifications are conditioned upon Client’s fulfillment of this agreement. If Client fails to meet these obligations, the services and Equipment may not function or may function incorrectly.

Execution of a facsimile, scanned or electronically signed copy will have the same force and effect as execution of an original, and a facsimile, scanned or e-signature will be deemed an original and valid signature.

This agreement does not cover rates and terms related to Afton LiveStream. If Interested in streaming, please contact your Afton representative for details.

**CLIENT**

**AFTON TICKETS INC.**

Name

Name

Title

Title

Date

Date



# Curry County Fair Board

*Agenda Report*

<b>Agenda Date:</b>	<b>Agenda Item Title:</b>
<u>May 13, 2026</u>	<b>Projects Update</b>
<b>Description and Background:</b>	
<p><u>Fair Manager and Facilities/Maintenance Director have been working diligently on getting projects done around the grounds.</u></p> <ol style="list-style-type: none"><li><u>1. I was able to finally meet with the fencing person out of Brookings and he said he would be revising his bid and we should be in receipt soon. I also contacted a fencing company out of Coos Bay who bid previously who is coming down next week to review things with me and also bid.</u></li><li><u>2. I met with Margie from OSU to go over the maintenance items that are needed in the OSU building. Charles and I have added a few things to our list of to-do's.</u></li><li><u>3. Docia roof was fixed.</u></li><li><u>4. Arena Bathrooms received a new roof. Toilets are fully installed. We are now waiting on some brackets for the new countertops and finish installing the sinks.</u></li></ol>	
<b>Attachments:</b>	