

This Season Ticket Agreement (the "Agreement") is agreed to by the person or entity identified as the Season Ticket Member ("STM") purchasing the season tickets described in this Agreement (the "Season Tickets") and Western New York Lacrosse, LLC d/b/a Buffalo Bandits ("Buffalo Bandits" or "Bandits"). STM's use of the Season Tickets in the arena currently named KeyBank Center, located at One Seymour H. Knox III Plaza, Buffalo, NY (the "Arena"), is subject to the following Terms and Conditions. STM shall be bound by and observe these terms and conditions upon which the Season Tickets are issued.

- 1. POSSESSION AND USE.** STM shall be entitled to the use and possession of the Season Tickets for nine regular season and one playoff lacrosse game played in the Arena by the Buffalo Bandits during the 2024-25 NLL season, and any renewals of this Agreement as described herein (the "Term"), subject to the provisions of the Agreement. Each NLL season in which the Bandits is a franchise playing lacrosse shall be a "Season". Should there be no playoff lacrosse game, STM will receive a credit to apply towards the following year renewal or may request, in writing, for a refund of the credit. Upon receipt of Season Tickets, risk of loss or theft of Season Tickets shall pass to STM. Access to the Season Ticket seats shall be controlled by the Bandits and shall require the presentation, by each person using such area, of a ticket for admission thereto. The Agreement only provides STM with the right and privilege to possess and use the Season Tickets in the manner set forth in the Agreement. The Agreement does not confer upon STM and STM's guests any greater or lesser rights and privileges with respect to admission to the Arena than afforded to other holders of tickets for admission thereto. STM and STM's guests, and anyone using the Season Tickets on STM's behalf, shall be bound by and shall observe the terms and conditions upon which admission to the Arena is permitted, including without limitation, all applicable policies of the Bandits such as the Bandits' policy on the cancellation or postponement of a game and any applicable NLL Fan Code of Conduct. STM and all those using the Season Tickets shall maintain proper decorum and comply with all laws, rules and regulations of all governmental authorities and the Bandits. STM shall not suffer or permit the use of the Season Tickets in violation of the Agreement or any of the rules and regulations referenced herein. STM is strictly responsible for compliance of all such rules by himself/herself and any person utilizing STM's Season Tickets. STM assumes full responsibility for the character, acts, and conduct of each person who gains admission to the Arena by presentation of the Season Tickets. For purposes of STM's obligations hereunder, the act of any such person shall be deemed the act of the STM. STM, for him/herself, his/her heirs, executors, administrators, successors and assigns, hereby releases, waives, relinquishes, discharges, and agrees to indemnify, defend, and hold the Bandits, its successors, assigns, agents, officers, and employees, harmless from and against any and all claims, demand, liabilities, suits or actions (including all reasonable expenses and attorney's fees incurred by or imposed on the Bandits in connection therewith) for loss, injury or other casualty arising from conduct referenced herein. For violation of this Agreement or any applicable law, rule, or regulation of the Bandits or any entity with authority, the Bandits may, in its sole discretion, exclude any person from the Arena or the Season Tickets, or immediately terminate the right of any person to obtain access to the Season Tickets or remain within the Arena and remove or cause such person(s) to be removed therefrom. This Agreement does not entitle STM to any future or renewal rights unless

and only to the extent expressly stated herein. If Bandits elect to extend a right of first refusal on their regular season seats for additional playoff games, such right must be exercised in accordance with such deadlines and upon such term and conditions as are established by Bandits in its discretion.

2. **SEASON TICKETHOLDER ACCOUNT.** a) STM must be 18 years of age or older. All STM account information provided (e.g., STM name, billing/ mailing/ email addresses, phone and other contact information), including as reflected in their account, must be the STM's true personal (or, if a corporate account, corporate) information, and not that of any third party. All payments relating to this STM must be made to Bandits directly by the STM (by the STM's check or credit card) and not by any third party. False or misleading information may subject the Season Tickets to revocation. The Bandits reserve the right to require submission of valid identification and/ or other proof of information provided. The Bandits reserve the right, at their sole discretion, to refuse to sell and/ or revoke Season Tickets to a STM who resides or has their primary place of business outside the Buffalo Bandits promotional or marketing territory. b) This Agreement limits the STM to purchase a maximum of ten (10) Season Tickets. The Buffalo Bandits may determine, in its sole and absolute discretion, whether multiple STM are for a "single customer," which term shall include (without limitation) any of the following: a business entity, or other organization; a family or household unit; a set of accounts that are in any way tied, linked, or related to a specific individual, entity, or organization; or any other group of individuals, entities, or organizations that the Buffalo Bandits have determined, in its sole and absolute discretion, is in any way affiliated with each other or under common ownership, control or direction. A prospective purchaser may not avoid the ten-ticket limit by purchasing, controlling, coordinating, managing or directing Season Tickets through, for example, aliases, separate forms of payment, separate corporate entities or third parties. The Buffalo Bandits reserve the right to enforce this Season Ticket limit policy strictly, including by refusing to sell Season Tickets that would cause this policy to be violated, and by revoking Season Tickets relating to any account determined after initial purchase to have violated this policy. The Buffalo Bandits also reserve the right to make exceptions to this policy, in their sole and absolute discretion.

3. **OBLIGATION TO PAY.** The Bandits in its sole discretion reserves the right for any reason whatsoever (i.e., with or without cause) not to renew any Season Tickets or to change the seat location previously assigned to any STM. Season Tickets are not refundable or exchangeable, except as provided for in this Agreement or where otherwise allowed by applicable law. Except as otherwise set forth herein, STM is obligated to pay the designated fee (ticket fees and license fees, if applicable) for the right and privilege to use the Season Tickets (the "Fee") promptly when such payments are due without any deductions, set offs, or counterclaims against such payments on account of any breach or default by or claims against the Bandits or otherwise. The Bandits shall not be liable for

and STM shall not assert any deduction, set off, or claim of any nature against the Bandits for any act or omission of or any breach or default by any concessionaire or other vendor in or about the Arena. STM's rights under the Agreement, including the rights to have access to the Arena and use the Season Tickets, are subject to the condition precedent of payment by STM to the Bandits of all sums then due the Bandits and upon STM's continued compliance with the Agreement. STM shall pay any sales, privilege, rental, use, property, or other governmental taxes due on or with respect to the Fees or on account of the use of the Season Tickets. Tickets are subject to federal, state & local law/regulation as may be applicable concerning the resale of the Tickets. Ticket Fees over \$30,000 must be paid in cash or check, NO credit cards. **ALL SALES FINAL. ALL FUNDS MUST BE IN U.S. DOLLARS.**

4. **PREEMPTION.** The STM acknowledges and agrees that Season Tickets being purchased hereunder are solely for NLL regular season games and one playoff game presented by the Buffalo Bandits and played at the Arena and for the avoidance of doubt, shall not include tickets, or the right to purchase tickets, to any other event or game, including, but not limited to, any NLL All Star or NLL Draft event ("League Special Event") held in the Buffalo Bandits market or hosted by the NLL at the Arena or otherwise in which the Buffalo Bandits participate. The STM acknowledges and agrees that the Buffalo Bandits and/or NLL may cancel, postpone, reschedule or relocate games or events for any reason (e.g. move a regular season game of the Buffalo Bandits from the Arena to an alternate venue for the purposes of playing a League Special Event), as determined in its/ their sole discretion, as well as to modify or discontinue, temporarily or permanently, any aspect of the rules, operations and presentations of NLL games and events ("Preemption"). Tickets will NOT be refunded for any game or event that is delayed and/or rescheduled to another day. In the event any game or event for which tickets have been sold to the STM is not played or presented in the Arena for any reason, including, but not limited to, Preemption, such game or event shall in no way be deemed, argued or construed to be a breach by the Bandits of any terms, conditions, agreement or any other duties or obligations in connection with the sale and use of these tickets and, in such event, the STM's sole remedy shall be a pro-rata account credit or refund equal to the price paid for these tickets as specified in the Season Ticket invoice, and the STM hereby waives and releases any and all claims it may have against the Bandits and/or the NLL with respect to such game(s) or event not played at the Arena. Further, the Bandits liability for any breach of any of the terms of the Agreement shall not exceed the face value of the ticket(s) issued. In no event shall the Bandits be liable for any special, consequential, incidental, indirect or exemplary damages of any kind. If a season within the Term is cancelled as a result of a strike, lockout or other work stoppage involving NLL players, then the Bandits may elect to apply the Fees to the next succeeding season for season tickets in the same location for regular season games.
5. **ASSUMPTION OF RISK.** Despite enhanced spectator shielding measures, , balls, etc. may still fly into spectator areas and cause serious injury. Be alert when in spectator areas including after stoppage of play. The holder of a ticket to a game or event assumes all risks and danger of personal injury arising from or related to the game or event, including specifically (but not exclusively) the danger of being injured by sticks, balls, other spectators or players or by thrown objects. The ticket holder agrees that the Bandits, the National Lacrosse League, Western New York Arena LLC and their

respective partners, members, directors, officers, players, employees and agents (“Releases”) are expressly released by the ticket holder from claims arising from such causes or otherwise occurring at or in connection with a game or event. In addition, the STM agrees to defend, indemnify, and hold the Releasees harmless from and against any liability, losses, claims, demands, costs and expenses, including reasonable attorneys’ fees and litigation expenses, arising out of any personal injury, or property damage occurring in or upon the Arena in connection with STM use or occupancy of the Season Tickets or due to any contravention of the provisions of the Agreement or of any applicable laws, rules, regulations or order of any governmental agency having appropriate jurisdiction over any actions or negligence of STM. **IN NO EVENT SHALL RELEASEES’ TOTAL LIABILITY TO STM FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION ARISING WITH RESPECT TO USE OF THE SEASON TICKETS GRANTED HEREIN EXCEED THE AMOUNT OF THE TICKET FEE PAID BY THE STM FOR THE SEASON.**

6. **COPYRIGHTS.** STM and STM’s guests, and anyone using the Season Tickets on STM’s behalf, are not allowed to transmit or aid in transmitting any information about an NLL game or event at the Arena including, but not limited to, any account, description, picture, video, audio, reproduction or other information concerning the game (including pre and post-game activities) (the “Game information”). The Buffalo Bandits and the NLL are the exclusive owners for all copyrights and other proprietary rights to the game or event and Game Information and the STM, on behalf of himself, as well as STM’s guests and anyone using the Season Tickets on STM’s behalf, grants unrestricted right and license to use the ticket holder’s voice, image and/or likeness incidental to any broadcast, telecast, photograph taken, or other transmission or reproduction in connection with the game or event, or otherwise, to the Buffalo Bandits and the NLL and their respective affiliates, sponsors, licensees, advertisers and/or broadcasters.
7. **DEFAULT.** All payments are due by the date indicated on the applicable invoice. In the event STM fails to pay when due any amounts to be paid pursuant to the Agreement or otherwise defaults in the performance or observation of his/her duties and obligations under the Agreement, the Terms and Conditions or such other policies, rules or regulations as may be established by the Bandits from time to time, the Bandits may, at its option: (a) withhold distribution of tickets to STM for games and events played in or held at the Arena until such time as such default is cured; and/or (b) terminate the rights of STM under the Agreement and declare the entire unpaid balance of the Fee (which for purposes hereof shall include the total aggregate unpaid balance of the Fees and late fees/cancellation fees, if applicable, for the remainder of the season) immediately due and payable whereupon the Bandits shall have no further obligation of any kind to STM. The Bandits shall use reasonable efforts to resell the Season Tickets to another party; provided that, if there are any other Season Tickets in the Arena available to be licensed, the Bandits may give priority to selling such other Season Tickets. STM shall remain obligated to make all payments due or becoming due under the Agreement, but if the Bandits sell the Season Tickets to another party, then all amounts received from such other party, applicable to any remaining period of the Agreement shall be applied first to the expense of reselling and then to the reduction of any obligations of STM to the Bandits under the Agreement. If the consideration collected by the Bandits upon any such relicensing is not sufficient to pay the full amount of all such obligations of STM, STM

shall pay such deficiency upon demand. The foregoing remedies of the Bandits shall not be to the exclusion of any other right or remedy set forth in the Agreement or otherwise available to the Bandits in law or equity. STM shall be responsible for all reasonable attorneys' fees and costs incurred by the Bandits in the enforcement of this Agreement whether or not litigation is actually commenced and including any appellate proceedings.

8. **WAIVER.** No waiver by the Bandits of any default or breach by STM of its obligations under the Agreement shall be construed to be a waiver or release of any other subsequent default or breach by STM under the Agreement, and no failure or delay by the Bandits in the exercise of any remedy provided for in the Agreement shall be construed a forfeiture or waiver thereof or of any other right or remedy available to the Bandits. **YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS, CLASS ACTIONS OR CLASS ARBITRATIONS, AND ALSO LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF A DISPUTE TO THE EXTENT PERMITTED BY APPLICABLE LAW. NOTWITHSTANDING THE FOREGOING, STM ACKNOWLEDGES AND AGREES THAT THE BANDITS MAY, IN ITS SOLE DISCRETION, ELECT TO COMMENCE AN ACTION IN A COURT OF COMPETENT JURISDICTION LOCATED IN BUFFALO, NEW YORK (WITHOUT RESORTING TO ARBITRATION IN ACCORDANCE WITH THESE TERMS) TO (i) ENFORCE THE AGREEMENT AND THESE TERMS AND CONDITIONS AND (ii) ARISING FROM STM'S FAILURE TO TIMELY PAY THE TICKET FEE OR OTHER AMOUNT DUE IN ACCORDANCE WITH THE AGREEMENT AND THESE TERMS AND CONDITIONS (collectively, a "STM Financial Default").** Specifically, to the extent permitted by applicable law, you agree that, except with respect to a STM Financial Default (as set forth above), any dispute must be resolved exclusively by arbitration, shall take place on an individual basis; class arbitrations and class actions are not permitted. Such arbitration shall be affected by arbitrators selected as hereinafter provided and shall be conducted in Buffalo, New York in accordance with the Rules of the American Arbitration Association. The dispute shall be submitted to three (3) arbitrators, one arbitrator being selected by the Bandits, and one selected by STM. Those arbitrators shall then select the third (3rd) arbitrator, or, if the selected arbitrators cannot agree, by the American Arbitration Association. The meetings of arbitrators shall be held at such place or places in Buffalo, New York as may be agreed upon by the arbitrators. Any award made by a majority of the arbitrators shall be final, binding, and conclusive on the parties for all purposes. Any fees or charges of the arbitration and any cost of arbitration, including the cost of personal attorneys of each participant, shall be the sole responsibility of each party to the arbitration.
9. **COVID 19.** For clarification, STM acknowledges that admission to the Arena is subject and subordinate to all applicable federal, state, and local rules, regulations, laws, directives, and orders in place to manage the COVID-19 pandemic (the "COVID-19 Rules"). Such COVID 19 Rules may include but are not limited to: 1) participants and/or attendees receiving and producing proof of a negative COVID-19 test result; 2) participants and/or attendees wearing a mask during the Event; and/or 3) participants

and/or attendees receiving and producing proof of having completed the COVID-19 vaccination series.

10. **MISCELLANEOUS.** (a) STM shall not sell, assign, sublease, pledge, or otherwise transfer or encumber the Agreement or any of the STM's rights and obligations under the Agreement, without the prior written consent of the Bandits, which consent shall be at sole discretion of the Bandits. Any attempted sale, assignment, sublease, pledge, transfer or encumbrance in contravention of the foregoing shall be null and void and of no effect. This shall not be construed to restrain STM's ability to resell individual tickets. The direct or indirect sale, resale, auction, assignment or transfer (collectively "Resale") of any individual tickets must be done in accordance with applicable laws. New York law provides that: (i) the unlawful Resale of five (5) or more Tickets without having first procured a license from the New York Secretary of State is punishable by imprisonment of up to one (1) year, together with such fines as may be imposed by law ; (ii) the use of any machine, device, computer program or computer software that navigates or runs automated tasks on retail ticket purchasing websites in order to bypass security measures to purchase tickets is illegal; and (iii) the Resale of any ticket within one thousand five hundred (1,500) feet from the physical structure of the Arena is illegal. **THE BANDITS RESERVE THE RIGHT TO REQUIRE PROOF OF A PROPERLY ISSUED NEW YORK TICKET RESELLER LICENSE.** (b) All notices, demands and other communications between the parties required or appropriate hereunder shall be in writing and deemed given on the date mailed, postage prepaid, to the respective addresses set forth in the Agreement, or to such address as may be designated by either party from time to time, in writing or, if by email, on the date the email is sent. For purposes of this Agreement, the Bandits address shall be KeyBank Center, One Seymour H. Knox III Plaza, Buffalo, NY 14203. (c) **THE AGREEMENT SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY OTHERWISE APPLICABLE PRINCIPLES OF CONFLICT OF LAWS.** (d) The Agreement, including these Terms and Conditions, contains the entire agreement of the parties with respect to the matters provided for therein, and shall supersede any written instrument or oral agreement previously made or entered into by the parties to the Agreement. (e) The Agreement, and all the terms and provision thereof, shall inure to the benefit of and be binding upon the parties thereto, and their respective heirs, executors, administrators, personal representatives, successors, and permitted assigns, (f) Tickets that are purchased as part of this Agreement may NOT be used for advertising, or promotional (including contests or sweepstakes) purposes without the prior written consent of the Bandits, which consent shall be at their sole discretion, (g) Smoking is now prohibited on the grounds of the Arena. The Arena is a smoke-free facility and a no re-admittance policy is in effect. Management reserves the right to inspect and/or search all persons, packages and bags entering the Arena. No amendment or modification to the Agreement shall be effective unless the same is in writing and signed by the Bandits and STM.
11. **COLLECTION OF INFORMATION.** Collection and use of any personally identifiable or other similar other information will be in accordance with the privacy policy of the Buffalo Bandits ("Privacy Policy"), located at <https://bandits.com/about/privacy-policy/>. By purchasing season tickets STM agrees to

the collection and use of such information and acknowledge they have read and accepted the Privacy Policy.

12. **TRANSFER REQUEST.** STM may NOT transfer or assign their rights in Season Tickets to another party without submitting a request for transfer (“Transfer”) and paying a fee of \$500 (“Transfer Fee”). A “Transfer” is defined as change of ownership on an account when the name of the Official Season Ticket Member of Record is changing from one name to another. Simply crossing off the name and address on any Bandits correspondence (including an invoice) and writing in a new name will not be considered a legitimate Transfer request and the change will not be made. All Transfer requests are subject to review by the Bandits and the Bandits reserve the right to approve or deny any such request in its sole discretion. Transfer forms can be obtained from the Sabres box office. The Buffalo Sabres reserve the right, in their sole discretion, to waive the Transfer Fee in exceptional circumstances, i.e. death; transfer of employment.
13. **UPDATE CONTACT INFORMATION.** It is the responsibility of the STM to notify the Buffalo Bandits Ticket Office when STM has a change in contact information. It is important that STM keep his/her email and address current to ensure prompt delivery of invoices, tickets, and other dated ticket information.

Installment Payment Plan

By agreeing to the monthly installment payment plan you are agreeing to the Bandits season ticket Terms and Conditions and, further, you expressly authorize Western New York Lacrosse, LLC (the “Bandits”) **to automatically charge your credit card on a recurring basis to the Bandits on the dates and in the amounts set forth on your payment plan.** Enrollment shall not become effective unless and until the STM completes this application electronically and accepts the terms via this webpage. In addition, the disclosure statement incorporated herein applies to all monthly purchases, and an STM enrollment in the installment payment plan constitutes STM’s (i) receipt and acknowledgement of the terms of such disclosure statement and (ii) consent to delivery of the disclosure statement to STM in an electronic format.

You further consent to the receipt of records of your payments in electronic format. You have the right to receive records in paper form and withdraw consent to receive electronic records. Should you withdraw your consent to receive electronic records, you will be un-enrolled in the installment plan, and all amounts remaining on your payment plan will become immediately due and payable. You may withdraw your consent by mailing a signed letter indicating your withdrawal of consent to receive electronic records via certified mail to:

KeyBank Center

One Seymour H. Knox III Plaza

Buffalo, New York 14203

This consent applies to all payments made pursuant to your installment plan and all records, terms and conditions provided to you in connection therewith. You may request a paper copy of records relating to your installment plan/easy renew by phone at (888) GO-SABRE [\[ZD1\]](#) or by submitting a request in writing to the above listed address. You are solely responsible for payment of all fees related to compilation and delivery of paper copies of records. You should retain a copy of this authorization for your records.

Truth in Lending Disclosure Statement

Western New York Lacrosse, LLC

KeyBank Center

One Seymour H. Knox III Plaza

Buffalo, New York 14203

Date on which the Amount Financed shall commence being subject to finance charges:

Not applicable. No finance charge is imposed.

ANNUAL

**PERCENTAGE
RATE**

You have not been charged interest or a finance fee to pay for your season tickets.

The cost of your credit as a yearly rate is 0%.

FINANCE

CHARGE

There is NO interest or finance fee imposed in connection with this transaction.

**Amount
Financed**

You have not been charged interest or finance fee in this transaction.

Accordingly, the amount financed in this transaction is equal to \$0.00.

Total of Payments

The total number of payments that you shall make in this transaction is specified on the invoice provided to you upon completing the purchase of tickets.

The maximum number of payments (provided you make timely payment) is four (4) payments if you have elected to pay for your tickets in four (4) monthly installments, or two (2) payments if you have elected to pay for your tickets in two (2) monthly installments.

Total Sale Price

The total cost of your purchase of season tickets, including any down payment you have made, is specified on the invoice provided to you upon completing the purchase.

Your payment amount, due date and number of payments will be detailed in the Invoice

Prepayment: If you pay off early, you will not have to pay a penalty.

See your contract documents for any

additional information about nonpayment, default, any required repayment in full before the scheduled dates, and prepayment refunds and penalties.

Bandits 4-Month Payment Plan		
Monday, September 16, 2024	Payment #1	25%
Wednesday, October 16, 2024	Payment #2	25%
Friday, November 15, 2024	Payment #3	25%
Monday, December 16, 2024	Payment #4	25%

Bandits 2-Month Payment Plan		
Monday, September 16, 2024	Payment #1	50%
Monday, December 16, 2024	Payment #2	50%

PLEASE PRINT OR SAVE TO RETAIN THESE TERMS AND CONDITIONS FOR YOUR RECORDS.