

STATE OF MICHIGAN
DEPARTMENT OF MANAGEMENT AND BUDGET
PURCHASING OPERATIONS
P.O. BOX 30026, LANSING, MI 48909
OR
530 W. ALLEGAN, LANSING, MI 48933

January 17, 2007

CHANGE NOTICE NO. 1
TO
CONTRACT NO. 071B4200202
between
THE STATE OF MICHIGAN
and

NAME & ADDRESS OF VENDOR Tickets Plus Inc. 620 Century SW, Suite 300 Grand Rapids, MI 49503	TELEPHONE Connie Struyk (616) 222-9552
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-7374 Joan Bosheff
Contract Compliance Inspector: Barbara Hensinger Electronic Ticketing – UP State Fair – Dept. of Agriculture	
CONTRACT PERIOD: From: April 1, 2004 To: March 31, 2009	
TERMS N/A	SHIPMENT N/A
F.O.B. N/A	SHIPPED FROM N/A
MINIMUM DELIVERY REQUIREMENTS N/A	

NATURE OF CHANGE(S):

Effective immediately this Contract is hereby **INCREASED \$200,000.00** and **EXTENDED two years**. The new Contract ending date is **March 31, 2009**. All other Specifications, pricing, terms and conditions remain unchanged.

Please Note: The buyer for this Contract has been changed to Joan Bosheff.

AUTHORITY/REASON:

Per agency request (Barbara Hensinger) via email dated December 12, 2006, AS-1 form dated December 4, 2006 and Administrative Board approval on January 16, 2007.

INCREASE: \$200,000.00

TOTAL REVISED ESTIMATED CONTRACT VALUE: \$227,000.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

April 14, 2004

**NOTICE
 TO
 CONTRACT NO. 071B4200202
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Tickets Plus Inc. 620 Century SW, Suite 300 Grand Rapids, MI 49503	TELEPHONE Connie Struyk (616) 222-9552
	VENDOR NUMBER/MAIL CODE
	BUYER/CA (517) 373-1080 Melissa Castro, CPPB
Contract Compliance Inspector: Barbara Hensinger Electronic Ticketing – UP State Fair – Dept. of Agriculture	
CONTRACT PERIOD: From: April 1, 2004 To: March 31, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	

Estimated Contract Value: \$27,000.00

**STATE OF MICHIGAN
 DEPARTMENT OF MANAGEMENT AND BUDGET
 ACQUISITION SERVICES
 P.O. BOX 30026, LANSING, MI 48909
 OR
 530 W. ALLEGAN, LANSING, MI 48933**

**CONTRACT NO. 071B4200202
 between
 THE STATE OF MICHIGAN
 and**

NAME & ADDRESS OF VENDOR Tickets Plus Inc. 620 Century SW, Suite 300 Grand Rapids, MI 49503	TELEPHONE Connie Struyk (616) 222-9552 VENDOR NUMBER/MAIL CODE BUYER/CA (517) 373-1080 Melissa Castro, CPPB
Contract Compliance Inspector: Barbara Hensinger Electronic Ticketing – UP State Fair – Dept. of Agriculture	
CONTRACT PERIOD: From: April 1, 2004 To: March 31, 2007	
TERMS <p style="text-align: center;">N/A</p>	SHIPMENT <p style="text-align: center;">N/A</p>
F.O.B. <p style="text-align: center;">N/A</p>	SHIPPED FROM <p style="text-align: center;">N/A</p>
MINIMUM DELIVERY REQUIREMENTS <p style="text-align: center;">N/A</p>	
MISCELLANEOUS INFORMATION: Estimated Contract Value: \$27,000.00	

FOR THE VENDOR: <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Tickets Plus, Inc. </div> <div style="text-align: center; margin-bottom: 5px;"> Firm Name </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Authorized Agent Signature </div> <div style="text-align: center; margin-bottom: 5px;"> Authorized Agent (Print or Type) </div> <div style="text-align: center; border-bottom: 1px solid black;"> Date </div>	FOR THE STATE: <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Signature </div> <div style="text-align: center; margin-bottom: 5px; color: blue;"> Melissa Castro, CPPB </div> <div style="text-align: center; margin-bottom: 5px;"> Name </div> <div style="text-align: center; border-bottom: 1px solid black; margin-bottom: 5px;"> Strategic Business Development </div> <div style="text-align: center; margin-bottom: 5px;"> Title </div> <div style="text-align: center; border-bottom: 1px solid black;"> Date </div>
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THIS AGREEMENT ("Agreement") is entered as of the 1st day of April 2004, by and between Tickets PLUS, Inc ("Michigan Corporation") and the State of Michigan, Department of Agriculture, Upper Peninsula State Fair ("User").

In consideration of the mutual promises and covenants set forth herein, the parties agree as follows:

1. **DEFINITIONS:** As used in this Agreement, the following terms shall have the respective meanings indicated below:
 - (A) **Box Office:** The ticket locations at the Facility, which are operated by User or by the management of the Facility.
 - (B) **Complimentary Ticket:** A ticket printed from the TPI System for promotional or other purposes, which contains a face value of \$0.00.
 - (C) **Customer Convenience Fee:** The per ticket amount charged to a ticket purchaser for the use of the Tickets PLUS system.
 - (D) **Facility:** The building or venue at which a Performance sponsored or promoted by User is held.
 - (E) **Gross Sales:** Face value of the ticket plus convenience fees and handling charges.
 - (F) **Inside Charge:** The amount charged by Tickets PLUS to User for services rendered by Tickets PLUS.
 - (G) **Outlet:** A retail ticket selling agency where tickets to a Performance are made available through the TPI System and are offered for sale to the public.
 - (H) **Performance:** A sporting event or other entertainment feature sponsored or promoted by User and with respect to which User has authority to sell tickets to the public.
 - (I) **Pre-Box Tickets:** Bulk tickets purchased by the User from Tickets PLUS to distribute as complimentary tickets, etc.
 - (J) **Set-Up Fee:** The amount charged by Tickets PLUS for connecting User to the TPI System.
 - (K) **Telephone Sales:** All sales of tickets through the TPI Call Center.
 - (L) **Internet Sales:** All sales of tickets over the Internet.
 - (M) **TPI System:** The automated computerized ticketing system developed by Tickets PLUS utilizing telephones and ticket outlets with terminals and printout capabilities linked to a central computer facility.

2. **AGENCY:** User hereby retains and authorizes Tickets PLUS to act as its exclusive ticketing agent for the sale of all remote tickets (i.e., at Outlets, Telephone, and Internet Sales) made available generally to the public to attend each and every performance.

3. **TERM:** The Agreement shall be three (3) years commencing on April 1, 2004 and shall continue until March 31, 2007. This Agreement may be renewed for a successive two (2) year terms following the initial term upon mutual agreement of the parties.



4. **PRICES:**

(A) User shall establish the face price of all tickets sold through the TPI System. Please note that face price changes may require modifications of outside/inside fees.

(B) The per ticket customer convenience fee and per order handling charge shall be established according to the following:

	Face Value	\$1-9.99	\$10 – 19.99	\$20 +
(i) <u>Outlet Sales:</u>		\$1.50	\$2.50	\$3.00
(ii) <u>Telephone Sales:</u>		\$1.50	\$2.50	\$3.00
(iii) <u>Internet Sales:</u>		\$N/A	\$5.00	\$5.00
(iv) <u>Per Order Handling Charge:</u>	\$2.25 (Telephone & Internet Only) for duration of the Agreement.			
(v) <u>Gate Admission:</u>	\$0.25 cents per ticket			
(vi) Note:	\$0 increase first year on Outlets, Internet, & Telephone Sales. \$0.25 cents per ticket increase for year two and three. (\$1.75, \$2.75, \$3.25) \$0.25 cents per ticket increase for four and five. (\$2.00, \$3.00, & \$3.50)			

5. **INSIDE CHARGES/SET-UP FEE:**

Tickets PLUS, Inc. shall be entitled to the following per ticket Inside Charges and Set-Up Fee from User:

- (A) Box Office Sales: \$0.25/ticket (includes all hardware, training and support fees)
- (B) Equipment: Tickets PLUS will provide two complete ticket stations to User, as well as one complete ticket station to outlet of User's choice at no additional cost to User other than the \$0.25 inside fee for tickets sold through box office.
- (C) Outlet Rebate: N/A
- (D) Install of Cabling (Optional): Any wiring of cable will be provided by User. If User would like wiring provided by Tickets PLUS, User agrees to pay Tickets PLUS on an hourly basis of \$75.00 per hour plus material. Tickets PLUS can provide Internet Router to User at cost (approximately \$50.00)
- (E) Non-Refundable Annual Year Set-Up Fee: \$500.00
- (F) Credit Card Sales: 3.25% on Credit Card Purchases & Refunds Only.
- (G) Pre-Box Tickets: N/A
- (H) Complimentary Tickets: \$0.10 per ticket (Charged only for Comp. Tickets requested)
- (I) Dedicated Data Line: To be paid by User. (ie; Frame Relay/Sprint) If VPN Technology is used, there would not be a monthly line fee. All other charges related to internet connection would be responsibility of User.
- (J) Venue Ticket Stock: A \$350 plate charge for Custom Logo to be paid by User. Generic Ticket PLUS stock will be provided at no charge.
- (K) Mailing Expenses: Any overnight mailing expenses will be taken out of settlement. It is solely based on items requested by User to be overnighted.
- (L) Training and Staffing: One training session will be provided each year at no charge to User. Any additional training will have a charge of \$25 per hour plus mileage. A fee of \$25 per hour for any staffing needed will be charged to the User, as well as reimbursement for mileage to and from venue. Mileage will be reimbursed at the then current State of Michigan travel rate.



6. **SETTLEMENT:** Tickets PLUS shall pay User an amount equal to the gross ticket proceeds collected by Tickets PLUS, less any amounts Tickets PLUS is owed pursuant to this Agreement, including, without limitation, all Customer Convenience Fees, handling charges, Inside Charges, Set-Up Fees, etc. Such payment shall be made by check on a bi-weekly basis. Reports to substantiate ticketing activity will be generated and combined with information detailing all attendant fees.

7. **ADVERTISING:** In *all* advertising or other promotional material that appears in print media which User creates, causes to be produced, controls or recommends relating to any Performance, User shall include the Tickets PLUS logo/Telephone Numbers/Internet Address. Additional ad slicks are available from Tickets PLUS, Inc. upon request.

8. **CANCELLATIONS:** In the event of cancellation, the face value price of all tickets will be refunded. Tickets PLUS shall retain all Convenience and Handling Fees. Refunds do not apply to Inside Fees and/or Complimentary tickets.

9. **SALES/PRICES:**
 - (A) User hereby authorizes Tickets PLUS to establish any policy which Tickets PLUS shall determine in connection with the acceptance of cash and credit cards for the payment of tickets by consumers. Tickets PLUS observes sound accounting principles. Furthermore, company policy guarantees the confidentiality of mailing lists and financial data gathered through ticket sales. A ticket audit report is available upon request.
 - (B) User hereby authorizes Tickets PLUS to collect the face price of each ticket and the Customer Convenience Fee from each ticket purchaser.
 - (C) User hereby authorizes Tickets PLUS to accept MasterCard, Visa, American Express, Discover and any other credit card which may hereafter be approved by Tickets PLUS in connection with sales of tickets. The rates set forth in Section 5 of this Agreement are subject to increase due to increases in the interbank rates.
 - (D) User hereby agrees to reimburse Tickets PLUS the total amount (ticket price and Customer Convenience Fee) of any credit card purchase for which Tickets PLUS is charged back by a bank for that credit card purchase, unless such charge back was caused solely by the negligence of Tickets PLUS. Tickets PLUS reserves the right to bill User for any charge backs incurred with respect to any Performance up to six (6) months after the Performance. Payment must be received within ten (10) days of such billing or the amount due shall bear interest until paid at the highest amount allowed by law.
 - (E) Staffing charges, if requested, for sales during the week of the Performance and at the door of the facility are \$50 per hour per person with a minimum of 2 hours. User will also reimburse Tickets PLUS, Inc. for travel and lodging. Travel will be reimbursed at the then current State of Michigan travel rate. User must inform Tickets PLUS of the need for on site staffing at least two weeks before the first performance date.
 - (F) If applicable, Tickets PLUS, Inc. is able to put brochures, pamphlets, posters, etc., at each of the outlets. It is the responsibility of the User to distribute any of these items. All material must receive written approval from Tickets PLUS, Inc. before distribution. Tickets PLUS, Inc. will distribute all items free of cost with the understanding that there is no set time of delivery. Tickets PLUS, Inc. will, if requested, mail items to each outlet with the shipping costs subtracted at settlement.
 - (G) A list of customers that purchased tickets through our call center is available to the User at \$150.00, to include one mailing list per event annually. (Not to exceed six reports) Tickets PLUS is also able to supply user with past patrons specific to event, venue, date, etc. The list will be supplied to user on a 3.5" disk. Please inform Tickets PLUS, Inc. at least one week before the date needed.



- (H) User agrees that venue will provide in person sales only; telephone orders will be the responsibility of Tickets PLUS.

10. **REPRESENTATIONS AND WARRANTIES:**

- (A) This Agreement has been duly authorized, executed and delivered by User and constitutes the valid, legal and binding agreement of User, enforceable in accordance with its terms.
- (B) The execution and performance of this Agreement will not result in any breach of, or constitute a default under, any other agreement to which User is a party, including, without limitation, any agreement for the sale or other disposition of tickets for the Performances.
- (C) There is no existing exclusive agreement or understanding between User, and/or the Facility or the Facility's owners or operators, or any other third party respecting the sale of tickets for any Performance held at the Facility.
- (D) User is an agent of the Facility at which any of the Performances are held and is duly authorized in such capacity to execute and deliver this Agreement.

11. **MISCELLANEOUS:**

- (A) **Performance Information:** Prior to any Performance or the sale of any tickets to the same, User shall, in a timely manner, furnish Tickets PLUS in writing with any and all information Tickets PLUS may request in order for Tickets PLUS to program the Performance into the TPI System, including, without limitation, the names of the performers, the dates of the Performances, the legal seating capacity of the Facility and the face price of all tickets.
- (B) **No Minimum Sales:** It is understood that Tickets PLUS does not guarantee (i) that any minimum or fixed number of tickets will be sold through the TPI System, (ii) that short term interruptions of service will not occur during the term hereof, or (iii) that each person processing ticket orders will be fully familiar with each or all of the Performances.
- (C) **Applicable Law:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Michigan. Each party agrees that this Agreement, and each of its terms and provisions, may be enforced against any party hereto in any court of competent jurisdiction within the County of Ingham, State of Michigan, and each party hereto fully consents to and submits to the personal jurisdiction of the State of Michigan for that purpose.
- (D) **Binding Effect:** The terms, conditions, provisions and undertakings contained in this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective successors and assigns. User shall not assign this Agreement without the prior written approval of Tickets PLUS. Tickets PLUS shall not have the right to assign the Agreement or to assign or delegate any of its duties or obligations under the Agreement to any other party (whether by operation of law or otherwise), without the prior written consent of the User. Any purported assignment in violation of this Section shall be null and void. Further, Tickets Plus may not assign the right to receive money due under the Agreement without the prior written consent of the Director of Acquisition Services.
- (E) **Amendments:** This Agreement shall not be changed, modified or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to this Agreement executed by the parties hereto.
- (F) **Limitation of Liability:** **In the event of any breach of this Agreement by Tickets PLUS, the amount of any claim of loss by User shall be no greater than the proven financial loss sustained by User for lost ticket sales during such breach. In no event shall Tickets PLUS be liable for incidental or consequential damages arising out of this Agreement.**



- (G) Notices: Any notice required or permitted to be given by the provisions hereof shall be conclusively deemed to have been received by a party hereto on the day it is delivered to such party at the address indicated under said party's signature on this Agreement (or at such other address as such party shall specify to the other party in writing) or, if sent by registered or certified mail on the third business day after the date on which it is mailed to such party at said address. Unless specifically stated to the contrary herein, all notices required under this Agreement must be in writing.
- (H) Will Call Tickets: All tickets on hold for will-call will be picked up at The U.P. State Fair. A Will Call list may be faxed at Users request.
- (I) Business Hours: Tickets PLUS, Inc. Call Center Hours are Monday through Saturday 9:00 a.m. to 12:00a.m. EST; Sunday 11:00 a.m. to 12:00 a.m. EST.
- (J) Facility Agreements: In the event that any Performance is held at a Facility with which Tickets PLUS now has, or may at the time of the Performance have, a ticket service agreement, then, if said ticket agreement covers the Performance, this Agreement shall be superseded by said ticket service agreement and shall not apply with respect to said Performance.
- (K) Headings: Section headings contained in this Agreement are for convenience only and will not be considered for any purpose in construing this Agreement.
- (L) Force Majeure: Tickets PLUS shall not be liable in any respect for failure or delay in providing services where the failure or delay is due in whole or in part to shortage or curtailment of material, labor, transportation or utility services, or to any labor or production difficulty or to any other cause beyond Tickets PLUS' control.
- (M) News Releases: News releases (including promotional literature and commercial advertisements) pertaining to this Agreement or project to which it relates shall not be made without prior written User approval, and then only in accordance with the explicit written instructions from the User. No results of the activities associated with the Agreement are to be released without prior written approval of the User and then only to persons designated.
- (N) Disclosure: All information in this Agreement is subject to the provisions of the Freedom of Information Act. 1976 Public Act No. 442, as amended, MCL 15.231, et seq.
- (O) Cancellation for Convenience by the User: The User may cancel this Agreement for its convenience, in whole or part, if the User determines that such a cancellation is in the User's best interest. Reasons for such cancellation shall be left to the sole discretion of the User and may include, but not limited to (a) the User no longer needs the services or products specified in the Agreement, (b) relocation of office, program changes, changes in laws, rules, or regulations make implementation of the Agreement services no longer practical or feasible, and (c) unacceptable prices for additional services requested by the User. The User may cancel the Agreement for its convenience, in whole or in part, by giving Tickets PLUS written notice 30 days prior to the date of cancellation. If the User chooses to cancel this Agreement in part, the charges payable under this Agreement shall be equitably adjusted to reflect those services that are cancelled.
- (P) Cancellation for Non-Appropriation by the User: In the event that funds to enable the User to effect continued payment under this Agreement are not appropriated or otherwise made available. Tickets PLUS acknowledges that, if this Agreement extends for several fiscal years, continuation of this Agreement is subject to appropriation or availability of funds for this project. If funds are not appropriated or otherwise made available, the User shall have the right to cancel this Agreement at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of cancellation to Tickets PLUS. The User shall give Tickets PLUS written notice of such non-appropriation or unavailability within 30 days after it receives notice of such non-appropriation or unavailability.



- (Q) Cancellation for Approvals Rescinded by the User: The User may terminate this Agreement without further liability or penalty in the event any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, section 5, and Civil Service Rule 7. Termination may be in whole or in part and may be immediate as of the date of the written notice to Tickets PLUS or may be effective as of the date stated in such written notice.
- (R) Material Breach by Tickets Plus. In the event that Tickets Plus breaches any of its material duties or obligations under this Agreement, which are either not capable of or subject to being cured, or are not cured within the time period specified in the written notice of breach provided by the User, or pose a serious and imminent threat to the health and safety of any person, or the imminent loss, damage or destruction of any real or tangible personal property, the User may, having provided written notice of cancellation to Tickets Plus, cancel this Agreement in whole or in part, for cause, as of the date specified in the notice of cancellation. In the event that this Agreement is cancelled for cause, in addition to any legal remedies otherwise available to the User by law or equity, Tickets Plus shall be responsible for all costs incurred by the User in canceling this Agreement, including but not limited to, State administrative costs, attorneys fees and court costs, and any additional costs the User may incur to procure the services required by this Agreement from other sources. All excess re-procurement costs and damages shall not be considered by the parties to be consequential, indirect or incidental, and shall not be excluded by any other terms otherwise included in this Agreement. In the event the User chooses to partially cancel this Agreement for cause charges payable under this Agreement will be equitably adjusted to reflect those services that are cancelled. In the event this Agreement is cancelled for cause pursuant to this section, and it is therefore determined, for any reason, that Tickets Plus was not in breach of Agreement pursuant to the provisions of this section, that cancellation for cause shall be deemed to have been a cancellation for convenience, effective as of the same date, and the rights and obligations of the parties shall be limited to that otherwise provided in this Agreement for a cancellation for convenience.
- (S) Criminal Conviction. In the event Tickets Plus, an officer of Tickets Plus, or an owner of a 25% or greater share of Tickets Plus, is convicted of a criminal offense incident to the application for or performance of a State, public or private Agreement or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the User, reflects upon Tickets Plus's business integrity, the User may cancel this Agreement.
- (T) Accounting Records: Tickets PLUS and all subcontractors shall maintain all pertinent financial and accounting records and evidence pertaining to the Agreement in accordance with generally accepted principles of accounting and other procedures specified by the State of Michigan. Financial and accounting records shall be made available, upon request, to the State of Michigan, its designees, or the Michigan Auditor General at any time during the Agreement period and any extension thereof, and for three years from expiration date and final payment on the Agreement or extension thereof.



- (U) Indemnification: For purposes of Indemnification as set forth in this Agreement, State means the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents. To the fullest extent permitted by law, Tickets PLUS shall indemnify, defend and hold harmless the State from and against all losses, expenses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties), arising from or in connection with any claim, demand, action, citation or legal proceeding against the State arising out of or resulting from the performance of services provided by Tickets PLUS, provided that any such loss, expense, liability, penalty, fine, damage, or claim 1) is attributable to bodily injury, sickness, disease or death,, or to injury to or destruction of tangible property including the loss of use resulting therefrom and 2) is caused in whole or in part by any negligent act or omission of Tickets PLUS, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Tickets PLUS's duty to indemnify continues in full force and effect, notwithstanding the expiration or early cancellation of the Agreement, with respect to any claims based on facts or conditions that occurred prior to expiration or cancellation.
- (V) Insurance: BEFORE STARTING WORK THE AGREEMENTOR MUST FURNISH TO THE DIRECTOR OF ACQUISITION SERVICES, CERTIFICATE(S) OF INSURANCE VERIFYING LIABILITY COVERAGE. THE AGREEMENT OR PURCHASE ORDER NO. MUST BE SHOWN ON THE CERTIFICATE OF INSURANCE TO ASSURE CORRECT FILING. These Certificates shall contain a provision that coverage's afforded under the policies will not be canceled until at least fifteen days prior written notice bearing the Agreement Number or Purchase Order Number has been given to the Director of Acquisition Services. Tickets PLUS shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from Tickets PLUS's operations under the Agreement (Purchase Order), whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (1) Claims under workers' disability compensation, disability benefit and other similar employee benefit act. A non-resident Contractor shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of and hired in Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state Tickets PLUS shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee. (2) Claims for damages because of bodily injury, occupational sickness or disease, or death of his employees. (3) Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees, subject to limits of liability of not less than \$100,000 each occurrence and, when applicable \$300,000 annual aggregate, for non-automobile hazards and as required by law for automobile hazards. (4) Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and as required by law for automobile hazards. (5) Insurance for Subparagraphs (3) and (4) non-automobile hazards on a combined single limit of liability basis shall not be less than \$100,000 each occurrence and when applicable, \$300,000 annual aggregate. The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to Tickets PLUS's obligations under the Indemnification clause of the Agreement.