

# Ticket Purchaser Agreement & Event Terms

*Effective upon purchase of any ticket for the Phil Vassar 6-Pack Summer Concert. By completing your purchase you agree to be bound by all terms below.*

This Ticket Purchaser Agreement and Event Terms and Conditions (this "Agreement") is a binding legal agreement between you, the ticket purchaser ("Purchaser" or "you"), and the Chippewa County Fair Association ("CCF," "Association," "we," or "us"). By purchasing, accepting, or using a ticket to the Phil Vassar 6-Pack Summer Concert (the "Event"), you agree to be bound by the terms of this Agreement. If you do not agree to these terms, do not purchase or use a ticket.

CCF uses a third-party digital ticketing platform to process ticket sales. That platform provider serves solely as technology infrastructure. It is not a party to this Agreement, has no responsibility for the Event, and assumes no liability whatsoever for any aspect of Event operations, cancellations, postponements, weather conditions, performer availability, or any other circumstance affecting the Event or Purchaser's experience. All rights, obligations, and responsibilities related to the Event rest exclusively with CCF. For all Event-related questions, refund inquiries, or concerns, contact CCF directly at [chippewacountyfair@gmail.com](mailto:chippewacountyfair@gmail.com).

## 1. Ticket Purchase, Validity, and Admission

**1.1. Purchase Confirmation.** All tickets are sold and issued by the Chippewa County Fair Association for the Phil Vassar 6-Pack Summer Concert. A ticket constitutes a revocable license to attend the Event, subject to the terms of this Agreement. CCF reserves the right to revoke this license at any time for violation of these terms or Event rules.

**1.2. Standalone Event — Fair Admission Not Included.** Purchase of an Event ticket grants admission to the Phil Vassar 6-Pack Summer Concert only. Event ticket purchase does not

include general admission to the Chippewa County Fair. Purchasers who wish to attend the broader fair must obtain separate fair admission in accordance with CCF's fair ticketing policies.

**1.3. Purchaser Responsibility.** Purchaser is responsible for verifying all Event details including date, time, location, and applicable policies at the time of purchase. CCF is not responsible for Purchaser's failure to review Event details.

**1.4. Service and Processing Fees.** Ticket prices are set by CCF. Service or processing fees assessed at checkout are generally non-refundable regardless of Event outcome.

**1.5. Attendee Conduct and Age.** All attendees must comply with applicable laws and CCF Event rules. CCF reserves the right to refuse entry or remove any individual from the Event at its sole discretion without refund. Purchaser is responsible for ensuring that all individuals attending under Purchaser's ticket(s) comply with applicable law, including laws governing the consumption of alcohol. CCF assumes no liability for the conduct of individual attendees.

## 2. Non-Refundable Ticket Policy

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**2.1. General Non-Refund Policy.** ALL TICKET SALES ARE FINAL. Tickets purchased for the Phil Vassar 6-Pack Summer Concert are non-refundable and non-exchangeable except in the specific circumstances expressly identified in Sections 3 and 4 of this Agreement. Purchaser's inability to attend the Event for any personal reason, including but not limited to illness, scheduling conflicts, travel issues, or change of plans, does not entitle Purchaser to a refund.

**2.2. No Exchanges.** Tickets may not be exchanged for a different date, time, or event. CCF does not offer ticket upgrades, downgrades, or exchanges after purchase.

**2.3. Chargeback Prohibition.** Purchaser agrees not to initiate a credit card chargeback for a completed ticket purchase except where expressly authorized under this Agreement. Unauthorized chargebacks may result in Purchaser being barred from future CCF events.

## 3. Weather, Rainout, and Inclement Conditions

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**3.1. Rain-or-Shine Event.** The Phil Vassar 6-Pack Summer Concert is a rain-or-shine event. The occurrence of rain, cold temperatures, wind, or other ordinary weather conditions does not entitle Purchaser to a refund, exchange, or credit of any kind. No refunds will be issued for weather conditions that do not result in an official CCF cancellation.

**3.2. Severe Weather Delay.** CCF reserves the right to delay, briefly suspend, or temporarily evacuate the Event due to severe weather conditions including but not limited to lightning, high winds, tornado warnings, or other conditions posing an immediate safety risk. A temporary weather delay does not constitute a cancellation and does not entitle Purchaser to a refund. If the Event resumes after a weather delay, no refunds will be issued regardless of the length of the delay.

**3.3. Outdoor Risk Assumption.** Purchaser acknowledges that the Event is an outdoor or partially outdoor event and voluntarily assumes all risk of personal discomfort, property damage, or other harm arising from weather or environmental conditions.

## 4. Event Cancellation, Postponement, and Performer Changes

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**4.1. CCF Right to Cancel or Postpone.** CCF reserves the right to cancel, postpone, or materially modify the Event at any time for any reason, including but not limited to performer cancellation, artist unavailability, Acts of God, governmental orders, public health emergencies, venue issues, or any other circumstances beyond CCF's reasonable control.

**4.2. Performer Cancellation.** CCF does not guarantee the appearance of Phil Vassar or any other specific performer, supporting act, or entertainment. If a headlining performer cancels, CCF may in its sole discretion: (a) substitute a comparable replacement performer; (b) postpone the Event to a future date; or (c) cancel the Event entirely. Substitution of a comparable performer does not entitle Purchaser to a refund. CCF's determination of what constitutes a comparable performer is final.

**4.3. Full Cancellation — Refund Eligibility.** A refund of the face value of the ticket (excluding non-refundable service and processing fees) will be issued only in the following circumstances:

(a) CCF cancels the Event entirely and does not offer a rescheduled date; or (b) CCF cancels the Event due to a Force Majeure Event as defined in Section 5 and does not reschedule. Refunds will be processed using the original payment method within a reasonable time following cancellation notice. Purchaser is responsible for ensuring that contact information provided at the time of purchase is accurate and current.

**4.4. Postponement — No Automatic Refund.** If the Event is postponed to a rescheduled date, previously purchased tickets will be honored at the rescheduled Event. Purchaser's inability to attend the rescheduled date does not entitle Purchaser to a refund unless CCF expressly provides otherwise in its postponement notice.

**4.5. Partial Performance.** If the Event commences but is cut short due to weather, safety concerns, power failure, Force Majeure, or any other cause, CCF may in its sole discretion determine that no refund, a partial refund, or a credit is appropriate based on the circumstances and percentage of the Event completed. Commencement of the Event, even briefly, does not automatically entitle Purchaser to a refund.

**4.6. Notification.** CCF will make reasonable efforts to notify ticket holders of cancellations or postponements using the contact information provided at the time of purchase. CCF is not responsible for Purchaser's failure to receive notification due to incorrect contact information, spam filters, or other causes outside CCF's control. Purchasers are encouraged to monitor CCF's official communications for Event updates.

## 5. Force Majeure

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CCF shall not be liable to Purchaser for any failure or delay in performing its obligations under this Agreement caused by circumstances beyond CCF's reasonable control, including but not limited to: acts of God; severe weather or natural disasters; fire; flood; earthquake; epidemic or pandemic; governmental orders, restrictions, or mandates; acts of terrorism or civil unrest; power or utility failures; labor disputes; or any other cause beyond CCF's reasonable control (each, a "Force Majeure Event"). CCF's refund obligations in a Force Majeure cancellation are limited to those set forth in Section 4.3.

## 6. Ticketing Platform — No Liability

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PURCHASER ACKNOWLEDGES AND AGREES THAT THE THIRD-PARTY TICKETING PLATFORM PROVIDER USED BY CCF TO PROCESS TICKET SALES IS NOT RESPONSIBLE FOR AND ASSUMES NO LIABILITY WHATSOEVER FOR: (a) The occurrence, quality, safety, or cancellation of the Event; (b) The availability, performance, or appearance of any artist, performer, or act; (c) Weather conditions, Acts of God, or any Force Majeure Event; (d) Any refund obligation arising from Event cancellation, postponement, or modification; (e) Any personal injury, property damage, or loss at or in connection with the Event; (f) Any dispute between Purchaser and CCF regarding Event terms, refunds, or ticket validity.

The ticketing platform provider's role is limited solely to providing the technology infrastructure that facilitates the transaction. All Event-related claims, questions, and refund requests must be directed exclusively to the Chippewa County Fair Association at [chippewacountyfair@gmail.com](mailto:chippewacountyfair@gmail.com). The platform provider is an expressly intended third-party beneficiary of this Section 6 and may enforce these limitations directly.

## 7. Limitation of CCF Liability

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**7.1. No Consequential Damages.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCF SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THE EVENT OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION TRAVEL EXPENSES, ACCOMMODATION COSTS, LOST WAGES, OR OTHER COSTS INCURRED IN ANTICIPATION OF ATTENDING THE EVENT.

**7.2. Dollar Cap.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CCF'S TOTAL CUMULATIVE LIABILITY TO PURCHASER FOR ANY CLAIMS ARISING OUT OF OR RELATED TO THIS AGREEMENT SHALL NOT EXCEED THE FACE VALUE OF THE TICKET(S) PURCHASED BY PURCHASER FOR THE EVENT.

**7.3. Disclaimer of Warranties.** CCF MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE EVENT, INCLUDING WITHOUT LIMITATION ANY WARRANTY THAT THE EVENT WILL OCCUR AS SCHEDULED, THAT ANY PARTICULAR PERFORMER WILL APPEAR, OR THAT CONDITIONS WILL BE FAVORABLE.

## 8. Conduct, Assumption of Risk, and Venue Rules

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**8.1. Assumption of Risk.** Purchaser voluntarily assumes all risks and dangers incidental to the Event, including but not limited to personal injury, property damage, exposure to weather, and the actions of other attendees, whether occurring before, during, or after the Event.

**8.2. Compliance with Rules.** Purchaser and all individuals attending under Purchaser's ticket(s) agree to comply with all CCF venue rules, staff instructions, and applicable law. CCF reserves the right to remove any individual for non-compliance, disruptive behavior, intoxication, or any other reason at its sole discretion. No refund will be issued for removal due to attendee misconduct.

**8.3. Recording and Media.** Purchaser shall comply with all CCF and performer policies regarding audio or video recording, photography, and social media use at the Event.

## 9. General Terms

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**9.1. Governing Law.** This Agreement is governed by the laws of the State of Minnesota. Any disputes shall be resolved in the state or federal courts of Chippewa County, Minnesota.

**9.2. Entire Agreement.** This Agreement, together with any event-specific terms communicated at the time of ticket purchase, constitutes the entire agreement between Purchaser and CCF regarding the Event and supersedes all prior communications.

**9.3. Severability.** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**9.4. Waiver.** CCF's failure to enforce any provision shall not constitute a waiver of its right to enforce that provision in the future.

**9.5. Contact.** All Event inquiries, refund requests, and questions regarding these terms must be directed to the Chippewa County Fair Association at [chippewacountyfair@gmail.com](mailto:chippewacountyfair@gmail.com).

### **Purchaser Acknowledgment — Checkbox Acceptance**

BY CHECKING THE BOX AT CHECKOUT AND COMPLETING YOUR TICKET PURCHASE, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS TICKET PURCHASER AGREEMENT AND EVENT TERMS AND CONDITIONS IN THEIR ENTIRETY. YOU ACKNOWLEDGE THAT ALL SALES ARE FINAL EXCEPT AS EXPRESSLY PROVIDED HEREIN, AND THAT THE EVENT IS RAIN-OR-SHINE.

Online ticket purchase and checkbox acceptance constitutes a legally binding electronic agreement in accordance with the Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. § 7001 et seq.

Phil Vassar 6-Pack Summer Concert · Chippewa County Fair Association ·

[chippewacountyfair@gmail.com](mailto:chippewacountyfair@gmail.com)