



WINNIPEG JETS SEAT HOLDER AGREEMENT TRANSFER APPLICATION FORM

For Office Use Only

ACCOUNT #: _____

PRIMARY ACCOUNT HOLDER: _____

TRANSFEEE: _____

TYPE OF TRANSFER: FULL / PARTIAL

1. Preamble. The Primary Account Holder entered into a Seat Holder Agreement (the "SHA") with the Winnipeg Jets Hockey Club Limited Partnership (the "Team") with respect to the tickets identified below (the "Ticket Inventory"). The SHA provides the Primary Account Holder with certain rights with respect to the transfer of its interest in the Ticket Inventory.
2. Transfer. The Primary Account Holder (the "Transferor") does hereby apply to transfer, including without limitation, the season ticket subscription rights and all other rights and obligations associated therewith (collectively, the "Transfer"), to the transferee named below (the "Transferee") and the Transferor does hereby authorize and instruct the Team to effect the Transfer to the Transferee as provided herein. The Transferor acknowledges that the Transfer shall be subject to the consent of the Team in its sole and unfettered discretion which consent may be unreasonably withheld.
3. Full Interest. In the event the Transferor wishes to transfer its entire interest in the Ticket Inventory, the Transfer shall be effective only upon the happening of two events: (i) the Team consenting to the Transfer; and (ii) the Transferee executing a new Seat Holder Agreement (the "New SHA"). Upon becoming effective, the Transfer shall entitle the Transferee to all rights to the Ticket Inventory provided pursuant to the New SHA and the Transferor's existing SHA shall be null and void.
4. Part Interest. In the event the Transferor wishes to transfer some but not all of its interest in the Ticket Inventory, the Transfer shall be effective only upon the happening of two events: (i) the Team consenting to the Transfer; and (ii) both the Transferor and the Transferee executing New SHAs. Upon becoming effective, the Transfer shall entitle the Transferor and the Transferee to all rights to the Ticket Inventory provided pursuant to the New SHAs and the Transferor's existing SHA shall be null and void.
5. Deposit. The Team was provided with a Deposit, as that term is defined in the SHA, when the initial SHA was entered into with the Team. The Transferor acknowledges that the Deposit will remain with the Team as a credit on account of the Ticket Inventory and will not be refunded to the Transferor. Pursuant hereto, the Transferor is advised that it will be its responsibility to collect from and receive credit for the Deposit from the Transferee and by executing this Transfer Application Form the Transferor acknowledges that it has agreed to assume this responsibility.
6. Transfer Application. The following subsections i) and ii) must be completed by the Transferor and the Transferee and together constitute a complete application for a Transfer of interest in the Ticket Inventory.

i) Transferor Information

Current Account Number: _____

Name of Transferor (if not an individual include authorized representative's name and title): _____

City _____ Province/State _____ Postal/Zip _____

Email _____ Phone _____ Cellular _____

Seats to be transferred:

Section: _____ Row: _____ Seat(s): _____

ii) Transferee Information

Name of Transferee (if not an individual include authorized representative's name and title): _____

City _____ Province/State _____ Postal/Zip _____

Email _____ Phone _____ Cellular _____

Reason for Transfer (check one):

Family Transfer

Divorce or Separation

- Death
- Corporate Transfer
- Season Seat Share Partner Transfer

If the Transferor is a corporate entity, appropriate legal documentation or such other documentation as the Team may require must accompany this Transfer Application Form. All information relating to the Transferor must match the information submitted by the corporate entity.

If the Transferee is a corporate entity, appropriate legal documentation or such other documentation as the Team may require must accompany this Transfer Application Form. All information relating to the Transferee must match the information submitted by the corporate entity.

7. Transferor Terms and Conditions. The Transferor represents and warrants that the Transferor has full authority, power and right to Transfer its rights under the SHA free and clear of any interest or right of any other parties (other than the rights of approval of the Team pursuant to the SHA). The Transferor further represents and warrants that the Transferor has performed all of its obligations as the Account Holder under the SHA, and that this Transfer is being made in compliance with the applicable provisions of the SHA and the Winnipeg Jets Hockey Club Policy on Transfer of Season Tickets. The Transferor agrees to indemnify and hold harmless the Team from and against any claim, loss or expense arising out of any claimed breach or violation of such representations and warranties, including without limitation attorneys' fees and costs. Effective upon completion of the Transfer, the Transferor waives all claims against the Team arising out of or related to the SHA or the Transfer.

The Transferor agrees to pay an administrative transfer fee of \$250.00 per seat in the event this application for Transfer is approved by the Team.

Acknowledged and agreed to this ____ day of _____, 20____.

Transferor Signature

Transferee Signature

Transferor (please print name – if not an individual authorized representative's name and title)

Transferee (please print name – if not an individual include authorized representative's name and title)

Transferor Acknowledgment. The Transferor acknowledges that the Deposit provided pursuant to the initial SHA will remain with the Team and that it has or should have received credit for the Deposit from the Transferee. The Transferor further acknowledges that any Transfers or attempted Transfers made under false pretenses may result in the termination of the Transferor and/or the Transferee's SHA(s).

Transferor Signature

Date

Team Consent. The Team consents to the within Transfer and confirms that the Team has the Deposit on account as received from the Transferor pursuant to the initial SHA.

Team Representative

Date