



# 2018 GROUP TICKETS—DEPOSIT

All sessions, dates, times and schedule of play are subject to change. 2018 seating assignment is subject to availability and subject to change. A deposit does not guarantee a seating assignment. All tickets are sold on a non-refundable, non-exchangeable basis. Minimum of twenty-five (25) tickets per session is required (Arthur Ashe and Grounds Admission sessions cannot be combined to reach required number of tickets). The USTA reserves right to limit number of tickets for purchase. This form is for new Group ticket deposits only. 2017 Group ticket purchasers should not submit this form.

## ARTHUR ASHE STADIUM TICKETS

Promenade Level, Sections 301-340.

			2018 Price per Ticket	# of Tickets	\$10 Deposit per Seat	Deposit Subtotal
8/27 DAY	MON	SESSION 1	TBD	x	\$10	
8/27 EVE	MON	SESSION 2	TBD	x	\$10	
8/28 DAY	TUES	SESSION 3	TBD	x	\$10	
8/28 EVE	TUES	SESSION 4	TBD	x	\$10	
8/29 DAY	WED	SESSION 5	TBD	x	\$10	
8/29 EVE	WED	SESSION 6	TBD	x	\$10	
8/30 DAY	THURS	SESSION 7	TBD	x	\$10	
8/30 EVE	THURS	SESSION 8	TBD	x	\$10	
8/31 DAY	FRI	SESSION 9	N/A			
8/31 EVE	FRI	SESSION 10	TBD	x	\$10	
9/1 DAY	SAT	SESSION 11	N/A			
9/1 EVE	SAT	SESSION 12	TBD	x	\$10	
9/2 DAY	SUN	SESSION 13	N/A			
9/2 EVE	SUN	SESSION 14	TBD	x	\$10	
9/3 DAY	MON	SESSION 15	N/A			
9/3 EVE	MON	SESSION 16	TBD	x	\$10	
9/4 DAY	TUES	SESSION 17	TBD	x	\$10	
9/4 EVE	TUES	SESSION 18	TBD	x	\$10	
9/5 DAY	WED	SESSION 19	TBD	x	\$10	
9/5 EVE	WED	SESSION 20	TBD	x	\$10	
9/6 EVE	THURS	SESSION 21	TBD	x	\$10	
9/7 DAY	FRI	SESSION 22	N/A			
9/8 DAY	SAT	SESSION 23	TBD	x	\$10	
9/9 DAY	SUN	SESSION 24	N/A			
<b>TOTAL ARTHUR ASHE STADIUM DEPOSIT DUE</b>						

## TOTAL GROUP TICKET ORDER

TOTAL ARTHUR ASHE STADIUM DEPOSIT DUE	
TOTAL GROUNDS ADMISSION DEPOSIT DUE	
SERVICE FEE	\$20
<b>TOTAL GROUP TICKET DEPOSIT DUE</b>	

You will receive a confirmation email when your deposit has been processed. If assigned seats, you will be invoiced for the outstanding balance by March/April 2018 (date subject to change). A service fee will be charged along with the deposit.



**PLEASE COMPLETE FORM AND FAX BACK TO 718.592.9587 OR SCAN AND EMAIL TO NEWSALES@USTA.COM.**

NAME OF GROUP \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_ APT/FLOOR/SUITE \_\_\_\_\_

CITY \_\_\_\_\_ STATE/PROVINCE \_\_\_\_\_

ZIP/POSTAL CODE \_\_\_\_\_

COUNTRY \_\_\_\_\_

CONTACT NAME \_\_\_\_\_

PHONE \_\_\_\_\_

EMAIL \_\_\_\_\_

CREDIT CARD # (AMEX PREFERRED) \_\_\_\_\_ EXP DATE \_\_\_\_\_

SIGNATURE \_\_\_\_\_ PRINT NAME \_\_\_\_\_

## GROUNDS ADMISSION TICKETS

No Access to Arthur Ashe Stadium

			2018 Price per Ticket	# of Tickets	\$10 Deposit per Seat	Deposit Subtotal
8/27 DAY	MON	SESSION 1	TBD	x	\$10	
8/28 DAY	TUES	SESSION 3	TBD	x	\$10	
8/29 DAY	WED	SESSION 5	TBD	x	\$10	
8/30 DAY	THURS	SESSION 7	TBD	x	\$10	
<b>TOTAL GROUNDS ADMISSION DEPOSIT DUE</b>						

SUBJECT TO TERMS AND CONDITIONS: This order form is subject to the USTA's US Open Ticket Purchase Terms and Conditions which are attached hereto and incorporated herein. Forwarding of deposit, order, application and/or subscriber, ticket plan or group ticket payment (in whole or in part) constitutes agreement to the USTA's US Open Ticket Purchase Terms and Conditions.

## US OPEN TICKET PURCHASE TERMS AND CONDITIONS

Forwarding of deposit, order, application and/or subscriber, ticket plan or group ticket payment (in whole or in part) constitutes agreement to the following terms and conditions ("Terms and Conditions"):

Tickets are personal licenses issued at the sole discretion of the United States Tennis Association Incorporated ("USTA"); the USTA retains the right at any time to revoke any subscription, ticket plan or group ticket purchase or tickets issued thereunder, for any reason, by refunding the balance of the subscription, ticket plan or group ticket price less event usage at established ticket prices as determined by the USTA in its sole discretion. Transfer of ticket subscriptions, plans or group ticket purchases without the express written consent of the USTA is not permissible and will result in rescission of any such subscription, ticket plan or group ticket purchase by return of the subscription, ticket plan or group ticket purchase price less event usage at established ticket prices. The foregoing shall not constitute a restriction upon the resale of any individual ticket included in a subscription or ticket plan. Renewal of any subscription, ticket plan or group ticket purchase is at the sole discretion of the USTA and the USTA reserves the right for any reason whatsoever not to renew any subscription, ticket plan or group ticket purchase or to change the seat location previously assigned to any subscription, ticket plan or group ticket purchase.

The USTA's policy is to limit to 8 the number of per-session tickets any single customer may purchase, control, coordinate, manage or direct in connection with one or more US Open subscriptions or ticket plans. The USTA may determine, in its sole discretion, whether multiple subscriptions or ticket plans 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 USTA has determined, in its sole discretion, is in any way affiliated with each other or under common ownership, control or direction. A prospective purchaser may not avoid the 8-ticket limit by purchasing, controlling, coordinating, managing or directing subscriptions or ticket plans through, for example, aliases, separate forms of payment, separate corporate entities or third parties. The USTA reserves the right to enforce this ticket limit policy strictly, including by refusing to sell subscriptions or ticket plans that would cause this policy to be violated, and by revoking subscriptions or ticket plans relating to any account determined after initial purchase to have violated this policy. The USTA also reserves the right to make exceptions to this policy, in its sole discretion.

The language in these Terms and Conditions, and/or in any invoice sent to you or order form furnished to you, does not constitute an offer. No subscription, ticket plan or group ticket purchase shall be deemed consummated, and a subscription, ticket plan or group ticket purchase or renewal shall not be completed, until both (a) the potential subscriber, ticket plan holder or group ticket holder (or an authorized representative thereof) submits it to the USTA with the appropriate acknowledgment and acceptance of these Terms and Conditions (either by forwarding of deposit, order, application and/or subscriber, ticket plan or group ticket payment (in whole or in part) or, if on-line, by click acceptance), and (b) such potential subscriber, ticket plan holder or group ticket holder thereafter receives a written notice from the USTA that the subscription, ticket plan or group ticket request has been accepted.

All deposits paid for tickets are NON-REFUNDABLE. Completing and submitting the requisite paperwork and submitting a deposit does not guarantee an opportunity to purchase tickets. In the event an opportunity to purchase tickets is not made available, the deposit and service fee charged will be refunded.

Subscription, ticket plan or group ticket accounts may be in the name of an individual, partnership, corporation or other entity. All individual subscribers, ticket plan holders or group ticket holders must be 18 years of age or older. The name on the account will determine the subscriber, ticket plan or group ticket holder of record with the USTA and may not be changed without the written approval of the USTA. All subscription, ticket plan or group ticket account information provided (e.g., subscriber, ticket plan holder or group ticket holder name, billing/ mailing/ email addresses, phone and other contact information) must be the subscriber, ticket plan holder or group ticket holder's true personal (or, if a corporate account, corporate) information, and not that of any third party.

Upon receipt of tickets, risk of loss or theft of tickets shall pass to subscriber, ticket plan holder or group ticket holder; the USTA shall not be obligated to admit subscriber, ticket plan holder or group ticket holder to events unless applicable tickets are presented at such time. **TICKET HOLDERS ASSUME ANY AND ALL RISKS OCCURRING BEFORE, DURING OR AFTER THE US OPEN SESSION, INCLUDING INJURY BY ANY CAUSE. TICKET HOLDERS RELEASE PARTICIPANTS, TICKETMASTER, USTA, USTA NATIONAL TENNIS CENTER INCORPORATED, CITY OF NEW YORK AND THEIR RESPECTIVE AFFILIATES AND REPRESENTATIVES FROM ANY RELATED CLAIMS.**

Tickets purchased for the entire tournament (e.g., box and series seats), and complimentary tickets, shall not be entitled to any exchange or refund if a session is cancelled for any reason. Tickets purchased for individual sessions under a group ticket purchase or a ticket plan are subject to the terms and conditions of the US Open Inclement Weather Policy.

Tickets may not be used for advertising, promotion, contests, sweepstakes or other trade purposes without the express written consent of the USTA.

The US Open schedule of play as well as session dates, number of matches and starting times are subject to change. Tickets are subject to all US Open ticket terms, conditions and policies.

### Limitation of Liability

The USTA, its affiliates, successors, assignees and licensees, and each of the foregoing's respective officer, directors, employees and contractors (all such persons, including, but not limited to Ticketmaster, the "**Released Parties**") SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WITH RESPECT TO THE SUBJECT MATTER OF THESE TERMS AND CONDITIONS, INCLUDING, WITHOUT LIMITATION, YOUR OR ANYONE ELSE'S ACCESS TO, USE OF OR INABILITY TO USE THE SUBSCRIPTION, TICKET PLAN, OR GROUP TICKETS. IN NO EVENT SHALL THE RELEASED PARTIES' AGGREGATE LIABILITY UNDER THESE TERMS AND CONDITIONS EXCEED THE TOTAL AMOUNTS PAID BY YOU TO THE RELEASED PARTIES FOR THE SUBSCRIPTION, TICKET PLAN, OR GROUP TICKETS. No information, whether oral or written, obtained by you from any Released Party shall create any warranty not expressly made in these Terms and Conditions.

### Disputes, Including Mandatory Arbitration and Class Action Waiver

Any dispute or claim relating in any way to these Terms and Conditions and/or the Subscription, Ticket Plan, or Group Tickets, will be resolved by binding arbitration rather than in court, with the following exceptions:

- You may assert claims in small claims court if your claims apply; and
- In the event that the arbitration agreement in these Terms is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only in a federal or state court located within Westchester County, New York, and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Terms and Conditions is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Terms and Conditions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this agreement, including, but not limited to any claim that all or any part of this agreement is void or voidable.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: United States Tennis Association Incorporated, 70 West Red Oak Lane, White Plains, New York 10604. You may download the forms located at [http://www.jamsadr.com/files/Uploads/Documents/JAMS\\_Arbitration\\_Demand.doc](http://www.jamsadr.com/files/Uploads/Documents/JAMS_Arbitration_Demand.doc). The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures.

We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **You agree to waive any right to a jury trial or to participate in a class action.** If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute.

**These Terms and Conditions** shall be governed by the laws of the State of New York, without regard to such state's conflict of law provisions, and cannot be modified without the written consent of both parties. The subscriber, ticket plan holder, group ticket holder or applicant has read and understands these Terms and Conditions.