

# National Football League Ticket Transfer Policies: Legal and Policy Issues

JAMES T. REESE

*Ohio University*

MARK S. NAGEL

*Georgia State University*

&

RICHARD M. SOUTHALL

*University of Memphis*

## INTRODUCTION

When the National Football League's (NFL) Philadelphia Eagles completed construction of their new stadium - Lincoln Financial Field - and prepared to welcome fans to the new venue, an unexpected disappointment occurred. On August 16, 2003 longtime season-ticket holder, Steven Maslow, sued the Eagles in Common Pleas Court in Philadelphia, contending breach of contract, negligent misrepresentation, and fraud. In his suit, Maslow stated his four stadium builder licenses (SBLs), purchased for \$12,580.00 entitled him to ". . . four seats comparable to those he held at "The Vet" [the Eagle's previous stadium] in section 358, row 2, on the 50-yard line" ("Season-ticket. . .," 2003, para. 5). According to published reports of the case, when Maslow went to the stadium to check on his new seats at "The Linc," he discovered the new seats (section 121, row 19) were close to the 30 yard line. Maslow's suit seeks a return to his previous 50-yard line location and unspecified damages and attorney's fees ("Season-ticket. . ."). Similar dissatisfaction with NFL franchise stadium seat relocation policies resulted in lawsuits filed against the Cincinnati Bengals and the Pittsburgh Steelers (*Reedy, Curry, Ashmore, Davis, Wagner, & Wilhelmy v. Cincinnati Bengals*, 2001; *Yocca v. Pittsburgh Steelers*, 2002).

To the uninitiated NFL fan, Maslow's case may seem a trivial matter and an example of a frivolous lawsuit clogging this country's judicial system. However, to an NFL fan who has spent a substantial amount of money on season tickets and also has a significant psychic investment (i.e. personal and

emotional attachment) in his/her team, this case symbolizes the battleground between the rights of fans and NFL franchises regarding "ownership" of NFL stadium seats. The stakes are high, especially as new stadiums, with more complex and expensive seating options, are constructed. The case typifies a fan's desire to retain and/or expand his perceived "ownership rights" to highly coveted NFL season tickets.

With the NFL's continued popularity, the location of season tickets has become an increasingly valuable commodity. In addition to policies established to execute seat relocations into new facilities, many NFL franchises have established ticket transfer policies to control the redistribution of seat locations by season ticket holders. Eleven NFL teams allow for the transfer of season ticket accounts where the fan controls the season ticket's destination without limitation (an open-transfer policy)(Reese, 2004). Eleven other teams, in order to manage the transfer of season tickets, utilize various limited transfer systems that may restrict a fan's right to transfer "their" season tickets to immediate family members - including parents, siblings, spouses, or even grandparents (Table 1). In addition, six teams offer transferable personal seat licenses or permanent seat licenses (PSLs), while four teams simply do not offer a transfer process at all, giving fans no ability to transfer "their" season tickets (Table 1).

TABLE 1  
*Summary of the NFL Season Ticket Transfer Policies*

Team	Transfer Process Season Tickets	Priority Transferred
Arizona	Yes-Open	Family Yes, Others No
Atlanta	Yes-Immediate family only	Yes
Baltimore	No-All seats have a PSL	No Priority Assigned
Buffalo	Yes-Case by case basis	Family Yes, Others No
Carolina	No-All seats have a PSL	No
Chicago	Yes-Open	Yes
Cincinnati	No-All seats have a COA (PSL)	Yes
Cleveland	No-All seats have a PSL	Family Yes, Others No
Dallas	No	No
Denver	Yes-Immediate family only	Yes
Detroit	Yes-Open	Once to family
Green Bay	Yes-Immediate family only	No
Houston	Yes-Immediate family only	Yes
Indianapolis	Yes-Open	Yes
Jacksonville	Yes-Open	Yes

Kansas City	Yes-Open	No
Miami	Yes-Prime family only, upper open	Yes
Minnesota	Yes-Immediate family only	Yes
New England	Yes-Family only in event of death	No
New Orleans	Yes-Open	Family Yes, Others No
New York Giants	Yes-Immediate family only	No
New York Jets	Yes-Open	Yes
Oakland	No	No
Philadelphia	Yes-Open	Yes
Pittsburgh	No	No
St. Louis	No-All seats have a PSL	Yes
San Diego	No	N/A
San Francisco	Yes-Open	Yes
Seattle	Yes-Open	Case by Case-Family Yes
Tampa Bay	Yes-Immediate family only	Yes
Tennessee	No-All seats have a PSL	No
Washington	Yes-Immediate family only	Yes

---

*Note.* Information on NFL team transfer policies was collected by phone and from team Web sites between May 23, 2002 and January 12, 2004.

---

An open NFL season ticket transfer is executed when a season ticket holder of record transfers the name on their ticket account to a third party (Reese, 2004). Typically, this process occurs in the off-season when season-ticket renewals take place. When a ticket holder of an open-transfer NFL franchise decides he/she no longer wishes to renew the seat locations, the ticket holder transfers the opportunity to purchase their seat locations to another party of his/her own choosing (Reese). In this transfer process, the brokering fan often wishes to "cash in"- in other words, to be compensated for the difference between the stated and perceived value of an NFL season ticket, especially when there may be tens of thousands of fans on the team's waiting list for the right to purchase a season ticket (Table 2). However, a ticket holder of a limited-transfer NFL team may be prohibited from openly transferring the seat locations to another fan (Reese). This has led to confusion, turmoil and even litigation between fans and NFL franchises.

TABLE 2  
*Summary of NFL Season Ticket Wait Lists*

Team	Team Established	Estimated Wait List
Arizona	1920	0
Atlanta	1966	900+
Baltimore	1996	0
Buffalo	1960	0
Carolina	1995	0
Chicago	1920	14,000
Cincinnati	1968	0
Cleveland	1946	1,800
Dallas	1960	0
Denver	1960	20,000
Detroit	1930	1,200
Green Bay	1920	57,000
Houston	2002	1,500
Indianapolis	1947	0
Jacksonville	1995	0
Kansas City	1960	4,000
Miami	1966	200+
Minnesota	1961	2,000
New England	1960	35,000
New Orleans	1967	0
New York Giants	1925	20,000+
New York Jets	1960	15,000+
Oakland	1963	0
Philadelphia	1933	8,000+
Pittsburgh	1933	18,000
St. Louis	1937	0
San Diego	1960	0
San Francisco	1953	1-3 yrs.*
Seattle	1976	0
Tampa Bay	1976	45,000
Tennessee	1960	30,000
Washington	1932	135,000

*Note.* Information collected by phone and from team web sites between December 10, 2002-January 12, 2004. \*An actual number for the wait list was not available.

In this climate of varying policies and fan confusion, this article will: (a) review the origin of NFL season-ticket transfer policies, (b) highlight current NFL ticket transfer policies, (c) summarize cases relative to ticket policies in professional sports, focusing on the most recent NFL transfer case: *Brinkhaus, Coppage, Coppage, and CAMAS, Inc. v. PDB Sports, d/b/a Denver Broncos* (1996), and (d) in light of the *Brinkhaus* settlement, discuss the concept of season ticket "ownership." Precedents support team ownership of tickets since they are considered "revocable seat licenses" in the majority of cases. However, vague team ticket policies and a lack of enforcement have resulted in tickets being considered a property right on several occasions, specifically in bankruptcy cases. Finally, (e) recommendations will be directed to sport organizations in order to increase the likelihood that future courts will identify tickets as revocable seat licenses.

#### ORIGINS OF NFL TICKET TRANSFER POLICIES

According to K. Dyer, Director of Ticket Operations for the Denver Broncos Football Club (personal communication, January 8, 2004), the open ticket transfer process originated as a way for NFL teams to entice fans to purchase season ticket plans by allowing them the flexibility and convenience of transferring or "selling" their season tickets to whomever they wished. Fledgling NFL teams attempted to utilize these policies to rapidly build attendance. In the league's infancy, league owners and officials did not anticipate the attendance figures (Table 3), and season ticket waiting lists (Table 2), currently enjoyed by many NFL teams. In contrast to the 1920s-1940s, when the NFL was a league simply hoping to survive, today's NFL global marketing machine recently generated a world-wide audience in excess of 800 million viewers for Super Bowl XXXVII (Iwata, 2003). Audience research indicated four out of five American consumers tune in to the Super Bowl each year (McCarthy, 2002). The NFL estimates that one in seven worldwide-viewers tune into the Super Bowl ("Tuning in," 1999).

TABLE 3  
*Summary of 2004 NFL Attendance*

Team	Games	Attendance	Avg.	Capacity (%)
Arizona	8	327,272	40,909	56.0
Atlanta	8	550,974	68,872	96.7
Baltimore	8	554,724	69,341	100.4
Buffalo	8	547,702	68,463	92.6
Carolina	8	572,015	71,502	97.6
Chicago	8	476,197	59,525	86.0
Cincinnati	8	422,235	52,779	80.5
Cleveland	8	586,294	73,287	100.1
Dallas	8	504,717	63,090	97.1
Denver	8	604,904	75,613	99.3
Detroit	8	489,742	61,218	94.2
Green Bay	8	508,788	63,599	97.4
Houston	8	559,322	69,915	100.6
Indianapolis	8	453,357	56,670	101.0
Jacksonville	8	450,216	56,277	77.1
Kansas City	8	625,503	78,188	98.4
Miami	8	585,523	73,190	96.5
Minnesota	8	512,517	64,065	99.9
New England	8	547,488	68,436	100.6
New Orleans	8	542,796	67,850	99.2
New York Giants	8	629,211	78,651	98.2
New York Jets	8	628,812	78,602	98.2
Oakland	8	485,092	60,637	96.0
Philadelphia	8	523,535	65,442	99.9
Pittsburgh	8	490,274	61,284	94.3
San Diego	8	494,973	61,872	88.4
San Francisco	8	541,593	67,699	97.1
Seattle	8	504,621	63,078	94.1
St. Louis	8	528,498	66,062	100.1
Tampa Bay	8	525,031	65,629	101.0
Tennessee	8	550,437	68,805	100.4
Washington	8	643,950	80,494	94.2
<b>Totals</b>	<b>256</b>	<b>16,968,313</b>	<b>65,714</b>	<b>94.7</b>

*Note.* From Street & Smith's SportsBusiness Journal (2004). *By the numbers: The authoritative annual research guide & fact book.* 6(36), 124.

In addition to offering convenience to existing ticket holders, an open transfer process was also beneficial to early NFL teams, since it reduced the need for them to resell a certain percentage of tickets that would normally be returned annually to the organization during the renewal process (K. Dyer, personal communication, January 8, 2004). Any ticket transferred by a season ticket holder to another "fan" was one less ticket the team's staff was required to proactively re-sell. In addition, the ability to transfer tickets increased fan identification, defined as "...the personal commitment and emotional involvement of fans" (Sutton, McDonald, Milne, & Cimperman, 1997, p. 15), since season ticket holders retained some control over the "destination of their" tickets.

The NFL has become an increasingly integral component of the American way of life. This is evidenced by the Thursday, September 4, 2003 concert on the National Mall in Washington, D.C. that preceded a "Special Edition" Thursday Night Football game between the Redskins and New York Jets. Breaking with historical precedent, the NFL and the National Park Service reached an agreement whereby Coors Light and Pepsi banners were prominently displayed, while Brittany Spears performed a pre-game concert. The next day, on the front page of newspapers across the country, photos of Spears, NFL sponsors, and United States monuments underscored the connection of the NFL to the "American Way of Life." Spears' concert was the opening act of the night, followed by a pre-game speech by President George W. Bush, in which the President concluded his remarks by uttering the famous Monday Night Football slogan, "Are you ready for some football?" (Dart, 2003).

NFL season tickets can be seen as valuable family or personal heirlooms passing from one generation to another (McKibben, 1998). Even when tickets are controlled by businesses, they are still valuable commodities, useful as perquisites in business settings. Within this framework, a season ticket, even when it is transferred, simultaneously builds and maintains emotional bonds between the team and the fans involved in the transfer (Reese, 2004). The fan who sells or bequeaths their ticket to another fan still retains a vested interest in the ticket through their ongoing loyalty to the team, while the fan who purchases or has the tickets bestowed upon them has received a valuable commodity, not just a "ticket" to a game (Sutton et al., 1997).

To today's fans, an open transfer policy's added value is significant and, potentially, provides tremendous financial benefits (McKibben, 1998). Historically, open transfer policies were win-win situations for NFL fans. In the 1920s-1940s, during professional football's infancy, if the NFL had not increased in popularity, and no one was interested in acquiring their seat

locations, season ticket holders could simply not renew their tickets and return the seat locations to the organization (K. Dyer, personal communication, January 8, 2004). However, as professional football became more popular and seats more scarce, season ticket holders still retained control over "their" seats. Today, based on the historical precedence of open transfers of NFL season tickets, season ticket holders feel entitled to sell or bestow their season tickets to their friends, family, and/or business associates (Reese, 2004). This transfer process allows these designees to potentially bypass waiting lists and receive their new season tickets immediately (Reese, Nagel, & Southall, 2003). The open transfer process allows tickets to be bequeathed from one person to another, just as the family farm (or a valuable family heirloom) could pass from generation to generation. Or, if there is no family or friend who receives the tickets gratis, the ticket can simply be "auctioned" off, just like a piece of equipment.

#### CURRENT NFL SEASON TICKET POLICIES: ISSUES AND DILEMMAS

Presently, there is little available information regarding general ticket policies in professional sports and limited research relating specifically to the ticket transfer process. A review of NFL teams' ticket policies revealed that 11 NFL teams (34%) currently utilize an open transfer policy, 11 teams (34%) employ a limited transfer system, 6 teams (19%) only use transferable Permanent Seat Licenses (PSLs), and 4 teams (13%) do not allow transfers in any form (Table 1). Of the 11 teams that utilize a limited transfer system, a variety of tactics were employed to manage the transfer process. For example, one team (New England) does not allow ticket transfers, unless the request is due to the death of the season ticket holder of record. Eight teams (Atlanta, Denver, Green Bay, Houston, Minnesota, New York Giants, Tampa Bay, and Washington) restrict the transfer of season tickets to immediate family members only. Immediate family members include parents, grandparents, children, spouses, and siblings. One team (Miami) limits the transfer of prime seat locations to immediate family, but has an open transfer process for all upper level (less desirable) seats. Finally, one team (Buffalo) uses a completely subjective transfer policy and considers all transfer requests individually on a case by case basis.

#### Ticket Scalping

Prior to the increase in demand for NFL tickets in the late 1970s, the open transfer process helped NFL teams increase the value of their season ticket packages (K. Dyer, personal communication, January 8, 2004). Demand for



NFL tickets increased significantly in 1978 when the League expanded from a 14 to a 16 game schedule (New England Patriots, 1998). However, as the demand for NFL tickets increased and stadiums increasingly sold-out, significant problems began to arise (K. Dyer, personal communication, January 8, 2004). Once demand for tickets reached a critical level, a new independent ticket distribution network developed. This network involved independent ticket agents (commonly referred to as ticket scalpers), who broker tickets obtained from various sources to fans unable or unwilling to purchase tickets from the NFL team's ticket office or other authorized agents (Reese, 2004). Responding to market demands, ticket scalpers generate a profit by selling a ticket to another fan or another scalper in this secondary market ("History," 2003). Scalpers attempt to recoup their investment and generate a profit by selling the ticket to the highest available bidder (Reese). Ticket scalpers often sell tickets on-site, in the general location of facilities prior to NFL games, or more commonly via classified advertisements, ticket hotlines, or ticket websites (Caple, 2001; "History"). Frequently these independent ticket agents violate local city ordinances, or applicable state laws (*Arlotta v. Bradley Ctr. & the City of Milwaukee*, 2003).

Ticket scalpers obtain their tickets from a variety of sources. They often legitimately purchase tickets directly from NFL teams or from season ticket holders and/or individual game ticket holders (Reese, 2004). Ticket scalpers occasionally complete the traditional process of obtaining season tickets through a sport organization either on a game by game basis, as season ticket holders, or through the transfer process (where applicable) (Reese). Selling tickets for more than face value (scalping) is not limited to just full-time independent ticket agents - the prototypical scalper. The increasingly lucrative nature of the secondary market for NFL tickets has led some season ticket holders to not only try to sell single game tickets, utilizing the same advertising media as scalpers, but to publicize their desire to transfer "their" season ticket rights to "the highest bidder" (Reese). For some fans, deciding whether to retain current season ticket plans or purchase new season tickets is seen as a "financial," not a "fan identification," decision, as the potential revenue from ticket transfers often exceeds thousands of dollars (McKibben, 1998).

#### Seniority and Seat Improvements

While an open transfer process may be beneficial to ticket brokers, it stifles an NFL team's seat improvement process by limiting the annual number of seat locations returned to a sport organization. A seat improvement process

operates in the following fashion. When a season ticket is purchased, an NFL team assigns a priority number or date indicating when the account was established (Reese, 2004). This number indicates the ticket-holder's order of preference for the annual opportunity to upgrade their existing seats for a more desirable location.

A team that has a limited or closed transfer system forces an existing season ticket holder who elects not to renew their account to return "the team's" ticket to its control (Reese et al., 2003). The team then makes this returned ticket available to its existing season ticket holders who might wish to upgrade their existing seat location(s) (i.e. an upper-deck, end-zone location for a lower-deck, 40 yard line seat). As existing season ticket holders upgrade their seat locations, a "domino effect" occurs as new, less desirable, season tickets become available (Reese, 2004). Currently, 30 of the 32 NFL teams utilize a seat improvement process for season-ticket holders (Table 4). Potentially, a handful of returned tickets can impact hundreds or even thousands of current ticket holders in the shuffling and reshuffling of seat locations.

TABLE 4  
*Summary of the NFL Seat Improvement Process*

Team	Seat Improvement Process
Arizona	Yes
Atlanta	Yes <sup>1</sup>
Baltimore	No
Buffalo	Yes
Carolina	Yes
Chicago	Yes
Cincinnati	Yes
Cleveland	Yes <sup>2</sup>
Dallas	Yes
Denver	Yes
Detroit	Yes <sup>2</sup>
Green Bay	Yes
Houston	Yes <sup>2</sup>
Indianapolis	Yes
Jacksonville	Yes <sup>2</sup>
Kansas City	Yes
Miami	Yes
Minnesota	Yes
New England	Yes <sup>2</sup>

New Orleans	Yes <sup>3</sup>
New York Giants	Yes <sup>2</sup>
New York Jets	Yes <sup>2</sup>
Oakland	No
Philadelphia	Yes <sup>2</sup>
Pittsburgh	Yes <sup>3</sup>
St. Louis	Yes
San Diego	Yes
San Francisco	Yes <sup>3</sup>
Seattle	Yes
Tampa Bay	Yes <sup>2</sup>
Tennessee	Yes
Washington	Yes

---

*Note.* Policies were collected by phone and online between 5/23/02 and 1/12/04.

1. All season ticket accounts established prior to 1976 are grouped by year since no priority was assigned when accounts were created. Since 1976, they are grouped by year and date created. Priority for accounts established prior to 1976 is determined first come first served after payment has been received.
  2. Priority determined by using the date the account was originally established.
  3. Priority determined by the order requests are received after first payment is made.
- 

In an open transfer system, if a season ticket holder no longer wants to keep the ticket, they can transfer it to the highest bidder. When seat locations are transferred from season ticket holder to "purchaser" without the team's involvement, fewer returned seats are available to the team, which results in the team being able to offer fewer seat upgrades. Transferees, with little or no season ticket seniority, can acquire "better" seats from existing season ticket holders through an open transfer process. As a result, those on the team's season-ticket waiting list may become frustrated, since they often lack the contacts, friends, or in some cases, the financial resources to utilize this system (Reese et al., 2003).

Presently, all 11 teams that utilize an open transfer process also employ a seat improvement process (Tables 1 & 4). In addition to determining seat location upgrades in an existing stadium, the "seniority" or "priority" system is also used to relocate seats to new facilities and in Super Bowl ticket lotteries for season ticket holders of the respective Super Bowl participants. Use of a priority number or seniority date ensures that the distribution of tickets is not

subjective and open to season ticket holder or media criticism. However, only five teams utilizing an open transfer ticket process (Chicago, Indianapolis, Jacksonville, New York Jets, and San Francisco) allow unrestricted seniority transfers (Table 1). Unfortunately for these teams' current season ticket holders, or those on a waiting list, the original priority number or date transfers with a season ticket. In these cases new ticket holders can "purchase" seat improvement seniority that allows them to bypass ticket holders who may have purchased their tickets as long as 30 years ago (Reese et al., 2003). In the other five cases where teams utilize an open transfer process (Arizona, Detroit, Kansas City, New Orleans, and Seattle), seat-improvement seniority is only transferable to immediate family members (Table 1). Limiting the transferability of ticket seniority helps maintain the integrity of the seat improvement process, potential Super Bowl lotteries, and the secondary market for ticket transfers.

#### Permanent Seat Licenses

The Dallas Cowboys are credited with being the first NFL team to initiate bonded seat options, the precursor to the present PSL (McCarthy & Irwin, 1998). The bonded seat options ranging from \$300-\$1,000 were used to finance the construction of Texas Stadium in 1968. In 1993, the Carolina Panthers became the first NFL team to implement PSLs in their present form (Greenberg & Gray, 1996; Reese, 1999). Hoping to offset construction costs for Ericsson Stadium, their new state-of-the-art facility, and to capitalize on the excitement surrounding the team's inaugural season, the Panthers utilized permanent seat licenses to raise needed capital instead of relying upon traditional public sources such as tax increases or other subsidies (Greenberg & Gray; Reese). Permanent seat licenses grant the purchaser the right to continue to purchase season tickets as long as the Panthers occupy Ericsson Stadium (Carolina Panthers, 1998). Although some teams, such as the Oakland Raiders, have utilized personal seat licenses (seat licenses with expiration dates), most NFL teams using a PSL system, employ permanent seat licenses to prevent a potential public relations backlash and to provide security for fans "investing" in a PSL (McCarthy & Irwin; Rofe, 1998). The PSL structure that most NFL teams use is modeled after several successful National Collegiate Athletic Association (NCAA) Division I-A football programs (McCarthy & Irwin). Many NCAA university athletic departments require prominent fans wishing to purchase prime seats to first join the university's booster club at a specific dollar amount (McCarthy & Irwin).

With few exceptions, a PSL allows season ticket holders to completely "own" the rights to their seat locations (Williams, 1993). PSLs can be transferred to anyone, bequeathed in a will or trust, and legally sold for profit in a transfer transaction (Asher, 1995). Today, in order to justify a PSL's cost, sport organizations and/or cities provide fans with seat ownership, rather than considering the PSL a revocable seat license, as is the case with traditional season tickets. In addition, a PSL ensures that the fans attending games are the people paying to assist in the construction of a facility. In contrast, entire voting areas, which may include non-sports fans, subsidize stadium referendums if they pass with a majority vote. The PSL system serves to deflect criticism leveled at the team or municipality from citizens or interest groups who are determined to end corporate welfare to multimillionaire owners and players (McCarthy & Irwin, 1998). PSLs are primarily implemented in situations where teams relocate to different cities, or where NFL franchises are awarded to new geographical sites (Asher).

Data collected from the 32 NFL teams revealed that only one (Cleveland Browns) of the 12 organizations currently utilizing PSLs restricts transfers (Table 5). With the recent construction of Lincoln Financial Field, the Philadelphia Eagles were able to repackage the PSL concept in the form of stadium builder licenses (SBLs). In order to inform the public that funds generated from the construction of the new facility would not be used as a revenue stream for the Eagles, the organization publicly stated that all revenue from the sale of SBLs would be exclusively appropriated toward the construction process (George, 2001). This tactic created the successful implementation of the former PSL concept in an existing NFL market to assist in funding the construction of a new stadium (George).

TABLE 5  
*Summary of the NFL PSL Transfer Policies*

Team	PSL Transfer Process
Baltimore	Yes-Open
Carolina	Yes-Open
Chicago	Yes-Open
Cincinnati	Yes-Open
Cleveland	Yes-Limited*
Dallas	Yes-Open
Houston	Yes-Open
Oakland	Yes-Open
Pittsburgh	Yes-Open

St. Louis	Yes-Open
Seattle	Yes-Open
Tennessee	Yes-Open

---

*Note:* Information was collected by phone and from team web sites from May 23, 2002-October 18, 2004. Teams not listed do not utilize PSLs.

- \* Contrary to the open ticket transfer policy for most seats at Cleveland Stadium, seats in the Dawg Pound section of the stadium are not transferable.
- 

### CASES RELATED TO "OWNERSHIP" OF SEASON TICKETS IN SPORTS

Fundamental to the contentions posed in numerous transfer cases is the question, "Who owns the season tickets?" Professional sport franchises invest heavily in developing a sense of "ownership" among their fans. After all, "teams encourage the importance of fans as the collective "12th man," integral to a team's success. Players, coaches, and owners, are often quoted as referring to fans as members of a family, sharing in the team's successes and failures. But, the question still remains, "Is ownership of a seat conferred to a season ticket holder upon purchase of a season ticket?" The answer depends on how a property interest is defined by state law.

Numerous precedents support a professional sports team's right to establish and enforce ticket policies – strong arguments for a team's "ownership" of season tickets. In *Ganey v. New York Jets (1990)*, the plaintiff lost his season tickets and was charged full price for replacement tickets. The plaintiff brought suit against the team for double billing. The court determined that the New York Jets were justified in charging the plaintiff for replacement tickets after his season tickets were lost (*Ganey*, 1990). The court stated "the policy of the Jets regarding claims of lost or misplaced tickets, implemented to prevent improper entry into the stadium by those persons who received free duplicate tickets from the false claims of lost or misplaced tickets by season ticket holders, is a necessary precaution to insure the general safety and welfare of the other attendants at Jets' games" (*Ganey*, p. 2). Contrary to the contention of the plaintiff, the court determined that double billing did not occur since the replacement tickets were a new and separate contract and the need for replacement tickets was caused by the conduct of the plaintiff (*Ganey*, p.2).

In *Soderholm v. Chicago Nat'l League Ball Club, Inc. (1992)*, Eric Soderholm's 18 season tickets were revoked after evidence determined he had violated the team's policy regarding the sale of tickets above face value. The

plaintiff argued he had a contract right to season tickets. However, no oral or written evidence was provided that guaranteed the plaintiff an annual option to renew tickets. The court determined that right of first refusal did not constitute a guaranteed option to renew (*Soderholm*, p.3). The court concluded that a season ticket "consists of a series of revocable licenses, rather than a lease" (p. 3). In addition, the court stated "nothing in the record or the case law requires us to find that season tickets constitute anything more than a series of licenses" (p. 3).

Similarly, in *Mansdorf v. N.Y. Football Giants, Inc.* the New York Giants professional football team revoked 20 season tickets from a long-time season ticket holder for violating the team's policy on selling the tickets above face value ("Renewal of season football tickets," 1993, p. 25). The team acted on a complaint from a fan that purchased seat locations assigned to Michael Mansdorf. Mansdorf denied that the ticket transaction took place. The court found in favor of the professional sports franchise stating that the plaintiff did not have a right to the tickets, nor did he have a right to have his ticket subscription renewed ("Renewal of season football tickets," p. 25). The annual renewal of season tickets is considered a privilege extended by the Giants but revocable at any time. The ruling stated that the ticket "is a license, revocable at the will of the proprietor, without cause, as long as the revocation is not based on discriminatory reasons infringing upon a person's civil rights" ("Football season tickets," 1994).

In *Harrell v. Phoenix Suns Ltd. P'ship (1995)*, the court addressed the issue of whether the option to purchase playoff tickets and future season tickets is considered a property right. An Arizona bankruptcy court previously found in favor of the plaintiff (Bankruptcy Trustee) who desired to sell Harrell's Phoenix Suns remaining season tickets, potential playoff tickets, and also the ability to renew subsequent season tickets as part of a bankruptcy settlement (*Harrell*, 1995, p.1). The Suns did not oppose the sale of remaining regular season tickets, but opposed the sale (transfer) of the tickets for future use citing a violation of their internal policy limiting transfers to immediate family members. The Suns generally permit season ticket holders to retain their seat locations for playoff games and renew season tickets annually. However, it is made clear in team policies that ticket renewal is a privilege granted by the team and is not guaranteed from year to year. The court agreed concluding "although season ticket holders are generally awarded the opportunity to renew, there is no guarantee that the Suns will extend the offer. Season ticket holders are powerless to stop the Suns from declining to do so. . . ." (*Harrell*, p. 3). The decision of the bankruptcy court was reversed in part and the tickets remained with the Phoenix Suns (*Harrell*, p. 1). This case

became a powerful precedent that in a closed transfer system, season tickets are not considered a property right for season ticket holders.

An Illinois bankruptcy case also considered whether renewal rights constituted a property interest. In *In re Liebman* (1997), the estate trustee attempted to sell renewal rights to Chicago Bulls basketball season tickets, a prized possession in the Chicago area. The court stated that the key factor in deciding the case was how the Bulls treated the renewal rights of season ticket holders (*In re Liebman*, 1997, p. 2). The policy of the Chicago Bulls clearly stated that season tickets and playoff tickets were offered on a one-year basis only, that they were revocable licenses, and that the team reserved the right to review all accounts prior to offering renewals for the following season. The Bulls policy also stated that ticket transfers were prohibited except in limited circumstances. The trustee relied heavily on the fact that the Bulls automatically renewed tickets unless misconduct (such as ticket scalping) was evident. The court determined that even though there was an expectation that the tickets could be renewed each year, the expectation of renewal did not equate to a property interest (*In re Liebman*, p. 3). The court stated "a Bull's season ticket holder has nothing more than a license to purchase tickets, which the Bulls may revoke at any time. The expectation that the Bulls will offer a similar license in future seasons is not an interest in property under Illinois law" (p. 3).

College football was the setting in *Rayle v. Bowling Green* (2000). The plaintiff filed suit alleging breach of contract after Bowling Green State University increased service fees for football season tickets. The service fee increase was imposed to offset the cost of renovations to the Stadium Club area of the football facility. Normal service fees ranged from \$32 to \$75 annually. In March of 1998, the defendant issued a letter to all Stadium Club members announcing that service fees were increasing to \$1,000 per seat. Stadium Club members were directed to inform the defendant by May 15, 1998 if they were interested in renewing tickets. Those not interested could exercise a buy back option and receive a refund of \$1,000 per seat, the original purchase price for chair seats in the Stadium Club. On April 21, 1998, the plaintiff issued a letter of dissatisfaction to the defendant. Subsequently, after the renewal deadline passed, the defendant issued a refund to the plaintiff in the amount of \$2,000. The plaintiff responded that he did not solicit a refund and would not accept the buyback option from the defendant.

The plaintiff contended that the two season tickets constituted "goods" under Ohio law and that the defendant violated the lease contract when the service fees were increased to \$1,000 per seat (*Rayle*, 2000). The court acknowledged that the service fee was significant but determined that the



contract was not breached since not limitation was placed on service fees within the agreement (*Rayle*, p. 2). The most significant finding of the court in relation to this study was that they disagreed with the characterization of the Stadium Club seats as goods. The court stated "the contract between the two parties is a personal seat license. A 'personal seat license' constitutes personal property that is vested in the owner and that is alienable by the terms of the grantor's document that creates the right in the property owner" (p. 2).

In *In re Grossman v. Boston Red Sox* (2003), ownership of four Boston Red Sox season tickets were disputed in bankruptcy court. The Red Sox disputed the contention that season tickets are property. Further, the team stated that even if the tickets were assets the sale of the tickets in bankruptcy court violated the Massachusetts Anti-Scalping Statute (*In re Grossman*, 2003, p. 2). In addition, the sale was in conflict with the Red Sox non-transfer policy, which limits the transfer of season tickets to immediate family members. The plaintiff contended that the Red Sox past behavior of allowing miscellaneous transfers created a reasonable expectation of annual ticket renewal, thus creating a property right which could be sold. Ultimately, the plaintiff failed to prove the estate was the season ticket holder of record and the Red Sox prevailed in the case (*In re Grossman*, p. 6). However, the case still has significant implications due to the ruling of tickets as a property interest. The court ruled the Red Sox tickets were considered property due to the practice of automatically renewing the tickets each year and the arbitrary approval of various transfers labeled "special courtesies" by the organization (p. 6). Furthermore, the Red Sox required no paper trail for transfers to immediate family members or in situations involving corporate mergers. Had the trustee been able to support the claim that the estate was the season ticket holder of record he likely would have prevailed and been allowed to sell the tickets and renewal rights at auction.

All of the courts in the non-bankruptcy cases reviewed above determined that season tickets are revocable seat licenses rather than a property interest. In addition, the courts endorsed the ability of sport organizations to establish and modify policies related to season tickets. The only anomaly was the bankruptcy case of *In re Grossman* (2003), wherein the court determined that season tickets were a property right due to the lack of consistent enforcement of the Boston Red Sox transfer policy. This review of cases in college athletics and professional sports other than football is merely the precursor to the overview analysis of NFL transfer cases. In order to identify the trend in professional football the analysis will now shift to the NFL transfer cases.

## TRANSFER CASES IN THE NATIONAL FOOTBALL LEAGUE

To date, there have only been two cases related to season ticket transfers in the NFL.

The first NFL transfer case was *In re: I.D. Craig Service Corp.* (1992), a bankruptcy case involving trustee Joseph Bernstein and the Pittsburgh Steelers. The trustee attempted to sell the tickets and renewal rights to 14 season tickets by breaking them into six lots. At the time, the Steelers utilized an open transfer system, allowing season ticket holders to transfer season tickets at a designated time each year virtually uncontested. However, in this case, the Steelers opposed the bankruptcy sale for several reasons. First, as in *In re Grossman* (2003), the defendant claimed the sale of the tickets above stated value violates the state's anti scalping legislation (*In re: I.D. Craig Service Corp.*, 1992). Second, the transfer would take away seats that could be made available for Steelers fans on the season ticket wait list (*In re: I.D. Craig Service Corp.*). Third, the transfer of 14 tickets to six individuals violates the Steelers internal policy limiting the number of transfers per account (*In re: I.D. Craig Service Corp.*). The plaintiff argued that the renewal rights were property of the estate since the annual renewal of tickets was automatic and transfers could be made to anyone by submitting the appropriate paperwork and paying a \$5.00 transfer fee. Citing *In re Nejberger* (1991), the court stated that the fact that season tickets are revocable licenses was undisputed (p. 4). However, in this case, the game tickets and the right to renew were treated as two separate and distinct interests. The season tickets and opportunity for annual renewal were compared to the issuance and renewal of state liquor licenses (p. 5). Although liquor licenses are considered privileges in Pennsylvania and not property, the rights are routinely sold or transferred in bankruptcy cases. The court determined that the renewal rights are considered a "valuable expectancy interest" and declared them property of the estate under the broad definition of Pennsylvania state bankruptcy code (p. 6).

Many factors contributed to the ruling that rights to Steelers season tickets are a property interest. The three arguments used by the Steelers to oppose the transfer were individually addressed and discredited by the court. Since actual tickets and ticket rights were addressed separately, the transfer value was assigned to the rights rather than the tickets. This allowed the court to determine that no scalping laws were violated since tickets were not sold above stated value. In addition, the court ruled that there was no guarantee the Steelers would allocate tickets returned to the organization from the transfer to fans on the season ticket wait list (*In re: I.D. Craig Service Corp.*, 1992, p. 8). Research indicated that the Steelers internal policy was historically subjective

and tickets could likely be allocated in a number of ways other than to those on the wait list. Approximately 2,000 tickets were annually allocated at the discretion of the Steelers to provide tickets for players, coaches, and staff, as well as complimentary tickets for the public.

Perhaps the most damaging fact against the defendant was the loose enforcement of the team's transfer policy. Since 1972, the Steelers have formally administered a transfer policy allowing the transfer of seat locations with few limitations (*In re: I.D. Craig Service Corp.*, 1992). Few changes to the transfer policy have occurred since inception. In the late 1970s a \$5.00 per seat administration fee was implemented, and in the early 1980s a limit of one transfer per account annually was instituted. Unfortunately for the defendant, internal records and employee depositions did not support consistent enforcement of the policy. Historically, numerous subjective exceptions were made to the policy.

For example, in a similar unspecified bankruptcy case in 1979, a season ticket holder was allowed to transfer multiple season tickets simultaneously (*In re: I.D. Craig Service Corp.*, 1992, p. 7). Although this transfer was allowed before the team changed the policy to limit the number of transfers per account per year, it provided a precedent that transfers were allowed in bankruptcy cases. Subsequently, even after the policy was changed to limit the number of transfers per year, at least seven exceptions to the policy are documented (Table 6).

TABLE 6  
*Internal Violations of the Pittsburgh Steelers Transfer Policy*

Number of Accounts Transferred From	Number of Accounts Transferred To	Number of Total Tickets Transferred
1	17	60
1	4	8
1	14	34
1	3	6
1	3	8
1	8	16
1	5	16

From *In re Craig*, 1992, p. 10.

The language used in contracts, communications, and ticket policies executed by the Steelers was also a factor in this case. Words and phrases such as "all right, title, and interest" were used in language relating to season tickets

(*In re: I.D. Craig Service Corp.*, 1992, p. 7). In addition, the Steelers referred to season ticket holders as the "owner" of tickets twice within their own annually distributed handbook to account holders. A heading in the handbook also contained the heading "SEASON TICKET OWNERSHIP" (*In re: I.D. Craig Service Corp.*, p. 15). Using the words "ownership" or "rights" in any capacity appears to cloud the efforts of a sport organization to clearly communicate season tickets as revocable seat licenses rather than property.

The most recent NFL transfer case, *Brinkhaus, Coppage, Coppage, and CAMAS, Inc. v. PDB Sports, d/b/a Denver Broncos* (1996), involved the Denver Broncos and fans disgruntled over the team's policy change on ticket transfers. On November 29, 1995, the Denver Broncos Football Club, citing a desire to increase service to current season ticket holders and patrons on the ticket waiting list, changed their season ticket policy from an open to a limited transfer system. According to the Broncos, as the team had continued to enjoy on-field success, new fans – and investors looking to cash in on the team's success – increasingly began purchasing the rights to more desirable seat locations, bypassing fans on the official team waiting list and/or those season-ticket holders wishing to upgrade their seat locations (McKibben, 1998). Subsequently, longtime season ticket holders became increasingly frustrated at their inability to upgrade to more desirable seat locations (McKibben). However, prior to this ticket transfer policy change, the team never publicly expressed any concerns with the existing transfer policy.

The season ticket transfer policy change ultimately led to litigation as 575 season ticket holders filed suit against the Broncos (*Brinkhaus*, 1996). The plaintiffs alleged intentional interference with prospective business relation and promissory estoppel (*Brinkhaus*, p. 1). The plaintiffs contended the Broncos 1995 Transfer Policy improperly limited season ticket holders' abilities to assign or sell their renewal rights (except to immediate family members), resulting in various losses. The plaintiffs claimed that by not regulating the transfer process for the previous 35 years, the Denver Broncos had facilitated season ticket acquisition as an investment, rather than solely for entertainment purposes. The plaintiff's case was eventually granted class-action status (McKibben, 1998).

The team alleged its ticket transfer policy, in place prior to 1995, expressly allowed ticket-transfer policy revisions and noted that a ticket to a Denver Broncos game was a revocable license (*Brinkhaus*, 1996, p. 2). In addition, the Broncos contended the "valid" modifications to the ticket transfer policies were primarily related to the team's desire to increase the ability of season ticket holders to improve the location of their seats.

Despite the Broncos' season ticket holder's prior notification of the right of the Broncos to modify future ticket policies, the team elected to settle the case (*Brinkhaus*, 1996). The settlement included provisions for season ticket holders who had been negatively affected by the transfer restriction (*Brinkhaus*, p. 4). Season ticket holders who transferred their tickets during the "grace period" from November 29, 1995 through January 16, 1996 were variously compensated depending on seat location (see Table 7).

TABLE 7  
*Compensation per Seat Transferred During Grace Period*

Mile High Stadium Sections	Column A	Column B
101-111, 124-136	(\$1,138 minus the amount of value actually received for the seat *) / 2	\$285
112-123	(\$561 minus the amount of value actually received for the seat *) / 2	\$140
310-315, 333-346, 401-415, 433-446	(\$746 minus the amount of value actually received for the seat *) / 2	\$187
316-332, 416-432	(\$396 minus the amount of value actually received for the seat *) / 2	\$99
501-515, 533-546	(\$467 minus the amount of value actually received for the seat *) / 2	\$117
516-532	(\$175 minus the amount of value actually received for the seat *) / 2	\$44
South Stands	(\$270 minus the amount of value actually received for the seat *) / 2	\$68

*Note.* Compensated the lesser of Column A or Column B.

\* in a grace period transfer. From *Brinkhaus*, 1996, p. 4.

In addition to season ticket-holders who transferred their tickets during the grace period, there were two additional categories of class members entitled to compensation under the provisions of the Settlement Agreement. The first category consisted of those who did not renew their season tickets. The second category was "hardship" season ticket-holders who either (a) moved their

principal place of residence or business to a location more than 100 miles from Mile High Stadium, (b) suffered death, illness or severe disability, or (c) filed for bankruptcy or suffered severe financial hardship (*Brinkhaus*, 1996, p. 5). The compensation for these categories was also specified in the settlement and included in Table 8.

TABLE 8  
*Compensation per Seat for Non-renewal of Season Ticket*

Mile High Stadium Sections	Column A	Column B
101-111, 124-136	\$171	\$455
112-123	\$84	\$225
310-315, 333-346, 401-415, 433-446	\$112	\$299
316-332, 416-432	\$59	\$159
501-515, 533-546	\$70	\$187
516-532	\$26	\$70
South Stands	\$41	\$108

---

*Note.* Column B – Hardship compensation amount. From *Brinkhaus*, 1996, p. 6.

---

As part of the settlement, the compensation distributed by the Denver Broncos was not to exceed \$400,000 (*Brinkhaus*, 1996, p. 6). In addition, the settlement included a clause that allowed the transfer process to convert to a limited policy once the team moved into their new facility (*Brinkhaus*, p. 3). The settlement also established that priority numbers for season ticket accounts would only be transferable in accordance with the team's season ticket transfer policy applicable to season ticket accounts (p. 6). The Broncos paid \$20,000 for administrative costs (including attorney and expert witness fees and expenses), and \$1,000 to each of the Named Plaintiffs for ". . . their time and effort in bringing this case, participating in it, seeing it through to conclusion, acting as representatives, and assisting Plaintiffs' counsel. . ." (p. 7).

## CONCLUSION AND RECOMMENDATIONS

As a result of the negotiated settlement in *Brinkhaus* (1996), there was no designated "winner or loser," but the implications of the case are extensive. Previous non-bankruptcy cases have established that the "ownership" of tickets resides with professional teams. The courts have ruled that professional teams are entitled to create and modify policies to manage season ticket

accounts. However, the bankruptcy case of *In re Craig* (1992) established that rights to season tickets can be considered a property interest under certain circumstances. Within this legal climate, the interesting question is, "Why did the Broncos settle the case?" Perhaps the answer is not strictly a legal one, but also includes elements of marketing, public relations (pending stadium vote), and fan loyalty that made settling the case a smart business decision.

The precedent established in *In re Craig* (1992) was not referenced in the *Brinkhaus* settlement since the case avoided trial. Is it possible the precedent of classifying tickets as a property interest set in Pittsburgh was too much for the Broncos to risk by going to trial? If the case had gone to trial, an unfavorable decision for the Broncos could have had devastating consequences financially and administratively for the organization. The financial consequences of an unfavorable verdict are obvious. Since season tickets would be considered property, the team would be forced to compensate season ticket holders able to demonstrate damages. In addition, the organization could lose the ability to manage seat locations. For example, due to differences in stadium designs (i.e. a different number of seats or rows per section), relocating season ticket holders to a new facility can be an arduous process. As evident by the Steven Maslow example used to open this article, the best most organizations can guarantee during relocation to a new facility is a "similar" seat location. When tickets are considered revocable seat licenses, sport organizations have the ability to move season ticket holders to similar locations without fear of legal consequences. However, if season ticket locations are classified as property by the courts, legal action could be taken by any season ticket holder unhappy with the new seat assignment in a new facility. This could have made the pending relocation from Mile High Stadium to INVESCO Field at Mile High virtually impossible without significant legal challenges. Although *Brinkhaus* (1996) was not a bankruptcy case, the decision previously discussed in *In re Grossman* (2003) demonstrates the direction the case could have taken had it gone to trial.

When a franchise has extremely loyal and emotionally invested fans who consider themselves to be pseudo owners, does it want to risk alienating fans by winning a lawsuit against its most ardent supporters? If fans are willing to fight family members in divorce or probate court for the "ownership" of tickets, is it any surprise that they will sue the "owner" of their team? The popularity of fantasy football supports this notion that fans buy into – on at least a psychic level – the notion of ownership of "their" team. By increasing fan loyalty to a high level through marketing activities focused upon brand identification, the potential exist for the feeling of ownership to become so strong that not only do fans passionately follow their team's every action, but

they may in fact feel that they have the right to be involved in the decision making process.

Denver is certainly a metropolitan area where exuberant enthusiasm for the football team appears to be the rule, rather than the exception. During the past 40 years, Denver Broncos fans have painted their houses, cars, and lawns orange and blue, have met the team by the thousands at the airport after certain road games, and have flooded the streets of downtown Denver by the hundreds of thousands after Super Bowl victories. Prior to the 2001 demolition of Mile High Stadium, loyal fans, hoping to retain their connection to their memories, purchased, or in some cases attempted to steal, thousands of stadium seats (Sanchez & Mitchell, 2000). Augmenting this enthusiasm was the stadium referendum in which taxpayers voted to subsidize the construction of the new Invesco Field at Mile High. The referendum's passage reflected the belief among many fans that even though Pat Bowlen owns the team, the Broncos really belong to all of Colorado ("Readers share," 2000; Sanchez & Mitchell; Public Opinion Strategies, n.d.). To a devoted fan base, a limited ticket transfer policy that infringes upon their right to control their tickets may have negative marketing implications. Broncos' fans are not the only such fans in the NFL; Green Bay, Kansas City, and other NFL cities also have fans who believe their teams actually "belong" to the fans, despite who owns them (Reese et al., 2003). ""

Given this environment, transitioning from an open transfer system to a limited ticket transfer policy may lead to costly litigation (in terms of both public relations and legal fees). As previously mentioned, sport organizations ""must realize that the law applicable to ticket transfers depends on how a property interest is defined by state law. The cases *In re Craig* (1992) and *In re Grossman* (2003) demonstrate that the legal trend in regard to ticket transfers in professional sports appears to be favoring the ability of season ticket holders to prevail in establishing property rights in certain circumstances.

The results of this study yield the following five recommendations for sport organizations:

- (a) teams should enforce ticket transfer policies as vigorous as possible,
- (b) selective language should be used when addressing the issue of rights and/or ticket ownership to avoid diminishing the classification of tickets as revocable seat licenses,
- (c) teams should require documentation for all limited transfers verifying the relationship between the transferor and transferee,



(d) teams should limit the number of transfer exceptions since subjectivity in this area appears to erode the integrity of the transfer process. By following these recommendations, teams may be able to limit the classification of season tickets as "property" in future litigation. Otherwise, the precedents set in recent bankruptcy cases may impact other cases involving ticket "ownership." And,

(e) for those sport organizations choosing to change from an open to a limited transfer policy, the transition should be made over several years rather than abruptly. Patiently changing the policy over the course of several years allows those season ticket holders wanting to transfer tickets to maximize revenue on the open market. This reduces potential damages (financial loss) that may be claimed by season ticket holders when the limited transfer policy is implemented. Subsequently, the number of potential lawsuits regarding the policy change will likely be minimized. In addition, an extended adjustment period is beneficial from a customer service perspective. With this approach, negative publicity regarding the policy change may be adequately managed and most importantly, sport organizations may avoid alienating the most important segment of their customer base, their season ticket holders.

#### ABOUT THE AUTHORS

JAMES T. REESE, Ed.D. is an Assistant Professor, at Ohio University, in Athens, Ohio. His research interests include; ticket operations, sport ethics, facility management, and internships in sport.

MARK S. NAGEL, Ed.D., is an Assistant Professor at Georgia State University in Atlanta, Georgia. His research interests include; sport finance, sport marketing, and sport sponsorship.

RICHARD M. SOUTHALL, Ed.D., is an Assistant Professor in the Department of Human Movement Sciences & Education, at The University of Memphis. In addition, he will be assuming the position of Assistant Director of the Bureau of Sport and Leisure Commerce. His research interests include; Social And Ethical Issues In College Athletics, Sport Marketing, And Emergency Management In Sport Settings.

## REFERENCES

- Asher, M. (1995, May 4). New technique saves a seat, collects a fortune; experts say PSLs work for new markets, but Washington's Cooke, Pollin reject them. *The Washington Post*, B3.
- Arlotta v. Bradley Ctr. & the City of Milwaukee, 349 F.3d 517 (7th Cir. 2003).
- Brinkhaus, Coppage, Coppage, and CAMAS, Inc. v. PDB Sports, d/b/a Denver Broncos, Case No. 96 CV 43, Div 5 (Dist. Ct. Col., 1996).
- Caple, J. (2001, August 21). All hail ticket scalpers! *ESPN.com*. Retrieved April 16, 2003, from <http://espn.go.com/page2/s/caple/010821.html>.
- Carolina Panthers (1998). *Carolina Panthers 1998 media guide*. Charlotte, NC: Electric City Printing.
- Dart, B. (2003, September 4). Capital clutter: NFL glitz sweeps mall. Advertisements cover America's back yard. *Atlanta Journal-Constitution*. Retrieved September 5, 2003, from <http://www.ajc.com>.
- Football season tickets (1994, February). *Entertainment Law Reporter*, 15(9).
- Ganey v. New York Jets Football Club, 550 N.Y.S. 2d 566 (N.Y. City Civ. Ct. 1990).
- George, J. (2001, July). Eagles stadium hunts \$50M from seat fees. *SportsBusiness Journal*, 4(13), p. 42.
- Greenberg, M. J., & Gray, J. T. (1996). *The stadium game*. Milwaukee: The National Sports Law Institute of Marquette University Law School.
- Harrell v. Phoenix Suns Ltd. P'ship, 73 F.3d 218 (9th Cir. 1995).
- History of ticket scalping (n.d.). *www.ticketguide.org*. Retrieved April 16, 2003, from <http://metg.fateback.com/metghistory.html>.
- In re Grossman v. Boston Red Sox, 292 B.R. 12 (Bank. D. Mass. 2003).
- In re I.D. Craig Service Corp., 138 B.R. 490 (Bank. W.D. Penn. 1992).
- In re Liebman, 208 B.R. 38 (Bank. N. Ill. 1997).
- In re Nejbberger, 934 F.2d 1300 (3d Cir. 1991).
- Iwata, E. (2003, January 23). Companies cut back once-lavish Super Bowl spending. *USA Today*. Retrieved December 27, 2003 from [http://www.usatoday.com/money/advertising/2003-01-22-2003-01-23-sb03-san-diego-bust\\_x.htm](http://www.usatoday.com/money/advertising/2003-01-22-2003-01-23-sb03-san-diego-bust_x.htm).

- McCarthy, L. M., & Irwin, R. (1998). Permanent seat licenses (PSLs) as an emerging source of revenue production. *Sport Marketing Quarterly*, 7(3), 41-46.
- McCarthy, M. (2002, February 1). Super bowl, Olympics compete for ad gold. *USA Today*. <http://www.usatoday.com/money/covers/2002-01-31-ad-battle.htm>.
- McKibben, G. (1998, August 28). Broncos' lawsuit settled \$400,000 payment ends ticket rights battle. *Denver Post*, B-04.
- New England Patriots. (1998). *New England Patriots 1998 media guide*. Professional Sports Publications: New York.
- Public Opinion Strategies. (n.d.). Successful measures to fund stadiums or ballparks. Retrieved May 7, 2004 from [http://pos.org/research/init\\_stadiums.cfm](http://pos.org/research/init_stadiums.cfm).
- Rayle v. Bowling Green State Univ., 739 N.E. 2d 1260 (Ct. Cl. Ohio 2000).
- Readers share Mile High memories. (n.d.). *Rocky Mountain News*. Retrieved May 7, 2004 from <http://denver.rockymountainnews.com/milehigh/1223readshhtml>.
- Reedy, et al. v. The Cincinnati Bengals, Inc., et al., 758 N.E.2d 678 (Ohio Ct. App. 2001).
- Reese, J. T. (1999). A comprehensive simulation for ticket pricing in professional football (Doctoral dissertation, University of Northern Colorado, 1999). *Dissertation Abstracts International*, 60 (12), 4364. (UMI No. 9955548)
- Reese, J. T. (2004). Ticket operations. In U. McMahan-Beattie & I Yeoman (Eds.), *Sport and leisure: A service operations approach*, London: Continuum.
- Reese, J. T., Nagel, M. S., & Southall, R. M. (2003). Marketing implications of ticket transfers in the National Football League. *Sport Marketing Quarterly*, 12(4), 254-255.
- Renewal of season football tickets is refused as revocable license; Mansdorf v. New York Football Giants Inc., Supreme court, IA Part 53, Justice Crane (1993, October 28). *New York Law Journal*, p. 25.
- Rofe, J. (1998, May 18-May 24). Oakland struggles to right sinking ship: Flagging PSL sales could leave municipalities on hook for stadium bond payments by year 2000. *SportsBusiness Journal*, 1(4), 12.

- Sanchez, R., & Mitchell, N. (2000, December 24). Fans make a play for seats. *RockyMountainNews.com*. Retrieved May 7, 2004 from: <http://denver.rockymountainnews.com/milehigh/1224seats.shtml>.
- Season-ticket holder sues over seats at the Linc. (2003, August 16). *Philly.com: The region's homepage*. Retrieved September 10, 2003 from <http://www.philly.com/mld/philly/news/local/6546317.htm>.
- Soderholm v. Chicago Nat'l League Ball Club, Inc., 587 N.E.2d 517 (Ill. App. Ct. 1992).
- Street & Smith's SportsBusiness Journal. (2004). By the numbers: The authoritative annual research guide & fact book, 6(36).
- Sutton, W. A., McDonald, M. A., Milne, G. R., & Cimperman, J. (1997). Creating and fostering fan identification in professional sports. *Sport Marketing Quarterly*, 6(1), 15-22.
- Tuning in from Nepal. (1999, March). *Sports Letter*, 11(1), p. 4. Retrieved December 27, 2003 from [http://www.aafla.org/10ap/SportsLetter/sl399\\_.htm](http://www.aafla.org/10ap/SportsLetter/sl399_.htm).
- Williams, D. (1993, September 23). Charlotte pitches it's financing; St. Louis: No new investor. *The Commercial Appeal*, D1.
- Yocca, et al. v. Pittsburgh Steelers Sports, Inc., 806 A.2d 936 (Pa. Commw. Ct. 2002).