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## Wrigley Field Rooftop Club Rooftop & Stadium Club License Agreement

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This License Agreement (“Agreement”) is made between the undersigned, \_\_\_\_\_ (“Client”) and Wrigley Rooftops III, LLC, doing business as Wrigley Field Rooftop Club (“Club”), for the use of the Club’s rooftop facility, exclusive of the MVP Suite, located at 3617 North Sheffield Avenue (“Club Premises”). If more than one Client is named above, each of them shall be jointly and severally responsible under this Agreement. In consideration of their mutual promises contained herein, the parties hereby agree as follows:

1. License to Use. The Club hereby licenses Client to use the Club Premises for a business or social entertainment function (the “Event”) as more fully described at the end of this Agreement. The license shall include the use of the Club’s Premises during the Chicago Cub’s home game scheduled for the date of the Event, and the Club’s providing food and beverage services to Client and its guests. Client’s use of the Club Premises shall not constitute a tenancy of any kind; this Agreement is a license, not a lease. Club may revoke the license granted hereunder at any time without cause. Club reserves the right to move Client to one of its affiliated rooftops at anytime. The license is personal to the Client and may not be assigned by Client in whole or in part.

2. Payment of Fee. The Client agrees to pay the Club any and all fees as set forth on the accompanying invoice for each person attending the Event (the “Use Fee”) as set forth below. Payment is due upon execution of this Agreement, and the Event is non-cancelable and the fee is non-refundable, except as specifically provided herein. In addition to the described fees, the Client agrees to pay all state and local taxes on all Use Fees, unless Client furnishes proof of exemption from such state and local taxes.

3. Food and Beverages. The Club shall provide food and beverages to Client. Alcoholic beverages are cut off at the top of the 7<sup>th</sup> inning. No outside food or drink is allowed in the Club Premises.

4. Purpose and Restrictions. Client may not use the Club for any purpose other than the Event. Client agrees to all restrictions and instructions described in the attached “Rules and Regulations Regarding the Use of Club Premises.” Client shall not use the Club Premises for any unlawful purpose or for any purpose inconsistent with the purposes of the Club. Client shall not use the Club Premises in any way which would constitute a nuisance, shall not damage or waste the Club Premises in any way, and shall not obligate the Club in any way to any third party.

5. Indemnifications and Release. Client and all of the Client’s guests, invitees, employees and agents shall assume all risks of use. Client shall indemnify, defend and hold harmless the Club from any claims, demands, expenses, attorney’s fees and liability arising out of Client’s use of the Club Premises. In addition, Client, for itself and for all of its employees, agents, guests and invitees, and for all persons who may come upon the Club Premises or adjoining areas and grounds during Client’s use of the Club Premises, hereby agrees that the Club shall not be liable in any way for any matter, cause, thing, action or omission with respect to the Club Premises or the adjoining areas and grounds or with respect to Client’s use of the Club Premises, and Club is hereby released and discharged of any and all liability of any kind with respect thereto. Club and Client are not partners, in a joint venture, principals, and agents or otherwise related in any way.

6. Miscellaneous. Paragraph headings are for convenience and are not a substantive part of this Agreement. This document contains all statements and agreements made regarding the use of the Club by the Client. This Agreement may not be amended or modified except by a written agreement signed by both Client and Club. Attached to and made a part of this Agreement are the “Rules and Regulations Regarding Use of Club Premises.” The Provisions of this Agreement shall control over any conflicting oral representations. The signatories below represent that he or she have full authority to make this Agreement and bind the parties hereto.

7. Cancellations, Rain-out/Reschedules, Rain Delay, and Refund Policy. A reservation for an Event is non-cancelable and all User Fees are non-refundable. In the event of a rain delay, the Event shall continue. In the event of a cancelled or rained-out game that Major League Baseball© or the Chicago Cubs© reschedule, the client shall be entitled to an Event on that rescheduled game at no additional charge. Major League Baseball© and/or the Chicago Cubs© determine the rescheduled date, and Client shall be deemed to have accepted such rescheduled date.

8. Liquidated Damages. In the event that Club cancels, without cause, the license granted under paragraph 1 of this Agreement, Client and Club agree that the calculation of consequential damages would be speculative, and therefore, agree that the Client shall accept refund of all money paid pursuant to this Agreement to the Club, and an additional \$25 per reservation as Client’s exclusive remedy against the Club pursuant to this Agreement.

IN WITNESS WHEREFORE, the parties do hereby execute this Agreement consisting of two pages as of the date first set forth above.

Client:

Wrigley Field Rooftop Club:

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_

Wrigley Field Rooftop Club  
3617 N. Sheffield, Chicago, IL 60613  
Office: 773-841-5070; Fax: 773-913-2008  
[www.WrigleyFieldRooftopClub.com](http://www.WrigleyFieldRooftopClub.com)

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## General Rules & Regulations Regarding the Use of Club Premises

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The following are the General Rules & Regulations concerning the use of the facilities at Wrigley Field Rooftop Club (“Club Premises”).

- A Client representative must be physically present during the entire time that such Client’s Guests are on Club Premises. An alphabetical Guest list must be submitted at least 7 days prior to Event date INCLUDING THE AGES OF ANYONE UNDER THE AGE OF 21.
- Each Client is responsible for the safe conduct of all Client’s Guests. This includes the responsibility to ensure that guests do not become so intoxicated as to represent a threat to the safety of themselves or others.
- Unless otherwise agreed in writing executed by the Club, use of the Club Premises on Game Days is limited to not sooner than sixty (60) minutes prior to the scheduled start of the game, and no more than thirty (30) minutes after the game ends. In the event of a rainout after the game has started, use of the Rooftop is limited to four (4) hours from the scheduled stating time of the game.
- In case of inclement weather (“rainout”), Client and Client’s Guests may continue their use of the facility and there will be *no refunds*. In the event the game has a change in scheduled starting time or date, the use of the facility shall be changed to conform to that time or date.
- The Club shall provide food and beverages to Client. Alcoholic beverages are cut off at the top of the 7<sup>th</sup> inning. No outside food or drink is allowed in the Club.
- No signs, flags or banners are allowed without the prior written consent of the Club. Advertising in any form is *strictly prohibited*.
- Clients may not advertise the sale of their reservations or sell guest tickets to fill unused capacity. The only exception to this rule are *bona fide* charity fundraising events sanctioned in writing by the Club’s management.
- The Club reserves the right to change prices at any time, except where a paid reservation has already been accepted.
- Each Client agrees, without exception, to hold the Club harmless and indemnify the Club for the consequences of any act of Client or Client’s Guests. This includes defending any lawsuit brought as a result of actions of the Client or his Guests, and the prompt payment of any judgment rendered against the Club.
- Any Client or Client’s Guest throwing any object from the Club will result in the expulsion of the Client and Client’s guests forthwith with no rights of reinstatement.
- Client and Client’s Guests are limited to obtaining no more than one serving of alcoholic beverages at a time. Hording, stockpiling or other accumulation of alcohol beverages is prohibited and the Club may impound any such beverages.

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

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**Wrigley Field Rooftop Club**  
**Rooftop & Stadium Club Invoice**

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Client \_\_\_\_\_ Email \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Title \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Fax No. \_\_\_\_\_ P.O. \_\_\_\_\_

Event (Game) Date: \_\_\_\_\_

		<i>Example Below</i>	<i>Complete Below</i>
A.	Number of persons attending	50	
B.	Use Fee <sup>1</sup>	\$175.00	
C.	Sub Total (Line A x B)	\$8,750.00	
D.	Gratuity <sup>2</sup> (Line c x .03)	\$262.50	
E.	Total Before Taxes (Line C+D)	\$9,012.50	
F.	Amusement Tax <sup>3</sup> (Line E x .072)	\$648.90	
G.	Sales Tax <sup>4</sup> (\$3.12 x Line A)	\$156.00	
H.	Soda Tax <sup>5</sup> (3¢ x Line A)	\$1.50	
I.	Total Due (Line E+F+G+H)	\$9,818.90	

<sup>1</sup> Use Fee is a combined per person charge that includes charges for admission, amenities, services and food and beverages.

<sup>2</sup> Gratuity of 3% is added to the Use Fee.

<sup>3</sup> Cook County and City of Chicago Amusement Tax (12% on 60% of the Use Fee and Gratuity).

<sup>4</sup> Illinois Sales/Use Tax of 9.75% on the portion of the Use Fee and Gratuity that is the price for food and beverages. The portion of the Use Fee and Gratuity that is the price for food and beverages is equal to \$32.00 per person.

<sup>5</sup> Chicago Soft Drink Tax is 3% of the portion of the Use fee and gratuity that is the price for soft drinks. The price for soft drinks is \$1.00 per person.

Please enclose check for the **Total Due** and make it payable to **Wrigley Rooftops III, LLC**. Please deliver the check to **3501 N. Southport Ave. #206, Chicago, IL 60657**.