

3639 Wrigley Rooftop Reservation/Credit Card Authorization Form Terms and Conditions

This agreement is entered into between, the client identified above (“Client”) and 3639, L.L.C. an Illinois Limited Liability Corporation, d.b.a. 3639 Wrigley rooftop (“3639”), for the use of 3639’s rooftop facility located at 3639 North Sheffield Avenue, Chicago Illinois (the “Premises”).

In consideration of their mutual promises contained herein, the parties hereby agree as follows:

1. **License.** 3639 hereby gives Client a license to use the 3639 Premises for an entertainment function (the “Event”) on the date set forth above. The Event shall take place on the date indicated above. The time of the event is subject to change and you will need to confirm the exact start time with the Cubs schedule. This license is revocable by 3639 and nontransferable.

2. **Payment.** The Client agrees to pay 3639 for the Event the per person fee based on the number of reserved guests as set forth above. In the event the number of actual guests increases the total amount due shall be adjusted accordingly. In that space is limited, the number of guests cannot increase without the prior consent of 3639. Full payment of the total amount due is required upon the acceptance of this Agreement or this Agreement will be terminated. The Event is non-cancelable and the fee is nonrefundable, except as specifically provided herein. In addition to the described fees, the Client agrees to pay all applicable taxes.

3. **Food and Beverages.** 3639 shall provide or shall cause to be provided, food and beverages to Client during the Event. A sample menu is available for review on the website identified below. No person other than 3639 shall provide or sell alcoholic beverages of any kind on the 3639’s premises. 3639 reserves the right to refuse to serve anyone who appears to be intoxicated. No alcohol may be brought onto the premises. Beer and wine will not be served after the seventh inning. Catering is provided for 3 hours from the start of the game or for 7 1/2 innings whichever event shall expire first.

4. **Purpose and Restrictions.** Client may not use the 3639 for any purpose other than the Event as described above. Client agrees to all restrictions and instructions described in the “Rules and Regulations Regarding the Use of 3639 Premises,” as set forth on the web site located at 3639wrigleyrooftop.com. Client shall not use the 3639 Premises for any unlawful purpose. Client shall not use the 3639 in any way which would constitute a nuisance, shall not damage or waste the 3639 Premises in any way, and shall not obligate 3639 in any way. Pursuant to local ordinance no signs visible to public may be displayed.

5. **Indemnification 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 3639 from any claims, demands, expenses, attorney’s fees and liability arising out of Client’s use of the 3639 Premises, adjoining areas and grounds. Client thereby agrees that 3639 shall not be liable in any way for any matter, cause, thing, action or omission with respect to the 3639 Premises or the adjoining areas and grounds or with respect to Client’s use of the Premises, and 3639 is hereby released and discharged of any and all liability of any kind with respect thereto. 3639 and Client are not partners, joint ventures, principals, 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 Premises by the Client. This Agreement may not be amended or modified except by a written agreement signed by both Client and 3639. Referenced to and made a part of this Agreement on the www.3639wrigleyrooftop.com website "Rules and Regulations Regarding Use of 3639." The Provisions of this Agreement shall control over any conflicting oral statements or representations. Taxes charged are set forth in the Pricing Policy section found on the website located at www.3639wrigleyrooftop.com and are adopted herein and made a part of this Agreement.

7. **Cancellation, Rainout, Rain Delay, Injunction and Refund Policy.** A reservation for an event is non-cancelable and all fees are nonrefundable. In the event the game is cancelled for any reason prior to the scheduled start and prior to catering being provided a full credit will be issued which can be used for any future game based on availability. In the event the "game" is cancelled for any reason prior to scheduled start and Client's guests have assembled on the roof and wish to stay after the scheduled game time no refund or credit will be issued and full catering services (3 hours) will be provided that day. Once said group participates in any food or beverage service no refund or credit shall be issued. Once the game begins, there will be no refund, or credit issued regardless of rain delays postponements, or cancellations. In the event of a court ordered injunction or any other action by local authorities preventing the 3639 from opening, all fees are refundable.

I HAVE READ AND AGREE TO THE ABOVE TERMS & CONDITIONS AND
ACKNOWLEDGE RECEIPT. THIS RESERVATION WILL NOT BE SCHEDULED
WITHOUT CLIENT SIGNATURE.

Signature _____ Date _____

Group Name _____

Name of group contact _____

Company _____

Address _____

City _____ State _____ Zip _____

Phone# _____ Email _____

Please check one:

- I would like to make payment via money order or company/personal/cashiers check.
(10% tax/royalties)
- I would like to make payment via credit card (Visa, MC, Amex, Disc)
(13% tax/royalties/cc convenience fee)

Please Note: A 50% deposit is required upon booking.

Full payment is due 30 days prior to your game.

Taxes include all city of Chicago taxes and Royalties to the Chicago Cubs

