

BRIXEN IVY ROOFTOP CONTRACT

For date of _____ # of people _____

ROOFTOP (110) Exclusive use ___yes ___no **PENTHOUSE DECK** (25) ___yes ___no

SKY DECK DECK (20) ___yes ___no (AVAILABLE AFTER JUNE 1, 2008)

This roof top agreement between **Chicago Rooftop, LLC** (formerly Brixen Ivy) and

_____, further sets forth the details, rules and obligations for leasing the "Rooftop" facility commonly referred to as 1044 Waveland, and may include the third floor; front porch/balcony, roof deck, penthouse, bleachers and all facilities contained within, according to the building.

The contracted price for this event for the use of Brixen Ivy is _____.

6.6% City and County Amusement tax: _____.

\$2.75 per person Illinois State Use/sales tax: _____.

\$4.00 per person OPTIONAL service fee: _____.

(Service fee includes gratuity and Brixen Ivy T-shirt)

The total Booking Price which includes all taxes, services, use of facilities, royalties

paid to the Cubs, food and beverage packages and fees is: _____.

PAYMENT SCHEDULE:

25% non-refundable security deposit: _____.

(Balance due 2 months before event)

Entire balance due on _____ in the amount of _____.

Which will secure the said Rooftop for the date of _____.

The total (maximum) amount of people this contract allows admission for is _____.

Any damage done to facility by lessee will be the liability of said lessee and monetary reimbursement will be applied to lessee's credit card or other collection. If rental price is not paid in full by said date the deposit may be forfeited.

Entrance to the "Rooftop" will be via the front stairwell. Admission to the "Rooftop" will begin one half hour before the start of the "game." Said group will vacate the facility/"Rooftop" within one half hour of the completion of the "game." BRIXEN IVY will provide all food and beverages for said "Rooftop" event. The menu will usually consist of and at least include: hamburgers, hot dogs, chicken breasts, Polish sausage, pasta, veggie tray, fruit, the appropriate side dishes, condiments and brownies. Other items can be made available by request and agreement. Three types of beer will be provided including a "premium" beer and a "light" beer. Wine and non-alcoholic beverages such as soda will be provided. Brixen Ivy is not a restaurant or caterer and arranges for food and beverages to be provided its customers as a service and convenience for this four-hour event.

In the event the "game" is cancelled for any reason PRIOR to scheduled start, a full refund will be issued according to the contract. Once the game is started there will be no refund, regardless of rain delays, postponements, or cancellations. If game is rescheduled or postponed, the lessee has 14 days to rebook the make-up game/date for a \$45 inclusive fee for up to the original number of guests booked.

**During rain delayed games, it is understood that ALL guests are permitted to seek shelter indoors until game is resumed.*

BRIXEN IVY reserves THE RIGHT to allow partners, workers and guests on the "Rooftop" in limited numbers that will not impede the enjoyment of the rental party(s).

The following will be determined inappropriate behavior and can forfeit the deposit and lead to removal from the premises and legal action: Performing the "tomahawk chop," tossing or handing any object off or out of the building, nudity, fighting or physical "horseplay", drunkenness, unruly, lewd or destructive behavior and language that is derogatory to someone's race, sex, and religious orientation will not be tolerated. BRIXEN IVY reserves the right to remove any individual for said behavior. Political insults and taunting the other team are encouraged, however! Anyone **under the age of 21 may not consume alcoholic beverages**. In most cases a warning will be issued but is not required before action is taken.

Smoking is prohibited at Brixen Ivy, except for a small steel deck at the rear of the rooftop. No peanuts are allowed in the "Rooftop." No alcohol may be brought into "Rooftop." Beer and wine will not be served after the seventh inning. No signs visible to public may be displayed.

Those attending the "Rooftop" event agree to use common sense and act in an educated adult manner to the best of their ability. Those attending the "Rooftop" agree to accept responsibility for their own actions and will not try to blame or sue the owners if they trip, slip, stumble, fall, collide, run into, or incur any bodily harm in doing so.

Those "running" the rooftop on behalf of Brixen Ivy have the authority to prohibit the service of alcohol at their discretion at ANYTIME when it appears those from the rental party have had too much alcohol. Renters arriving who have recently consumed alcoholic beverages may cause a delay in alcohol service. If consuming as much beer as possible is your goal, we ask that you go to a "frat" party instead. We intend to create an exuberant yet classy environment and wish to attract the same.

If the "Rooftop" is determined to be unoccupiable by any decree of the city or other government agencies, lessee agrees to not seek any compensation or damages beyond a refund of previously submitted monies.

THE PERSON SIGNING THIS AGREEMENT HAS THE RESPONSIBILITY TO CONVEY ITS INFORMATION TO ALL ATTENDEES AND, IF PRESENT AT THE EVENT, WILL BE THE FIRST PERON CONTACTED IF THERE IS A PROBLEM WITH THEIR ATTENDEES' BEHAVIOR.

Please review and forward as deemed necessary. Please note that we require this agreement and payment in full by the previously mentioned date. In the event of further questions please contact BRIXEN IVY at 773 472-7889.

Fax number is 773.472.1222. Other stipulations and agreements are as follows:

PLEASE MAKE CHECKS PAYABLE TO: **CHICAGO ROOFTOP, LLC.**

TAX ID #: 208219944

MAIL TO: 1242 West Addison St. Chicago, IL. 60613

Mark Schlenker, President of Brixen Ivy _____ Date

Company Name

Address

Company contact

Authorized signature

Phone _____ Fax

E-mail Address

Payment Information

\$ _____ **credit card** **check**
Deposit Amount Payment method (please check one)

AMEX **VISA** **MASTERCARD** _____ | _____ | _____
Credit card (please check one) Expiration

Credit Card Number

Name on Card

THE TERMS OF THIS CONTRACT MUST BE AGREED TO WITHIN 72 HOURS OF CUSTOMER'S RECEIPT. THIS CONTRACT WILL BECOME NULL & VOID AFTER THOSE 72 HOURS.