

**BRIXEN IVY ROOFTOP
2010 CONTRACT AND LICENSE AGREEMENT**

GAME DATE: _____ CUBS VS. _____
GAME TIME: _____ GUARANTEED # OF GUESTS: _____

This license agreement (“Agreement”) between **Chicago Rooftop LLC** and the undersigned, _____ (“Client”), further sets forth the details, rules, and obligations for leasing the “Rooftop” facility commonly referred to as Brixen Ivy or 1044 Waveland, and may include the third floor, front porch/balcony, fourth floor, stadium seating, Sky Deck, and all facilities contained within, according to the building.

ARRIVAL TIME AND DEPARTURE TIME:

Attendees can arrive 30 minutes prior to game time and must exit the building 30 minutes after the game ends. Client must submit an alphabetized guest list with the names of all attendees via FAX or email no later than five days prior to the event. All guests will enter and exit through the front doors of the building located at 1044 Waveland Avenue.

PAYMENT:

The Client agrees to pay Chicago Rooftop any and all fees as set forth on this license agreement. A 25% deposit is due upon the execution of this Agreement, and the full balance is due two months before the scheduled event. The event is non-cancelable and all fees are non-refundable. In addition to the described fees, the Client agrees to pay all state and local taxes on all use fees, unless the Client can provide proof of exemption from such state and local taxes.

FOOD AND BEVERAGES:

Food and beverage service will begin 30 minutes prior to game time. Beverages include regular, light, and imported beer, wine, regular and diet soda, and bottled water. PLEASE NOTE THAT THE CITY OF CHICAGO ORDINANCE PROHIBITS THE VENDING OF ALCOHOL AFTER THE SEVENTH INNING. Liquor will be served until the end of the seventh inning, and in the event of a delay, total liquor service will be four hours from arrival. Guests will be provided with non-alcoholic beverages through the remainder of the game. All drinks will be served in plastic cups. OUTSIDE FOOD OR BEVERAGES ARE STRICTLY PROHIBITED.

RESTRICTIONS:

Client shall not use the Rooftop premises for any unlawful purpose or for any purpose inconsistent with the purposes of the Rooftop.

The Client shall not use the Rooftop in any way that would constitute a nuisance. Any inappropriate behavior, including throwing litter off the rooftop, use of profanity, disrespectful behavior towards staff or other patrons or actions that, in the opinion of the management, endanger the safety of guests, staff, or persons surrounding the building or interfere with other patrons’ enjoyment of the rooftop, will result in immediate and permanent ejection from the rooftop without refund and may result in criminal charges being filed. Management of the rooftop 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 to drink. Renters arriving who have recently consumed alcoholic beverages may cause a delay in service. Hording or stockpiling of alcoholic beverages is prohibited and may be confiscated by the management.

Any damage done to the facility by the Client will be the liability of said Client and monetary reimbursement will be applied to Client’s credit card or other collection.

No signs visible to the public may be displayed.

Clients may not advertise the sale of their reservation or sell tickets to fill their unused capacity. *Bona Fide* charity fundraising events will be the only exception.

CANCELLATION, RAIN-OUTS, RAIN DELAYS, REFUNDS:

There will be a full refund if the Chicago Cubs cancel the “game” before its scheduled start time. There will otherwise be no exceptions. Once the game has started, there will be no refund regardless of rain delays, postponements, or cancellations. IF the game is rescheduled or postponed, the lessee has 14 days to rebook the make-up game date (and the make-up game date only) for a \$40.00 per person inclusive fee for up to the original number of guests booked.

In the event of a rain delay, the Rooftop event will continue with alcohol service for a four-hour period. The event will conclude after these four hours, and all attendees must exit the building. In the event of a rain delay, all exclusive sections become “common area” so all guests can seek appropriate shelter indoors until the game is resumed.

Rooftop shall not be responsible for any matters beyond its control, including but not limited to, denial of City Rooftop license, closure by governmental authority of its existing line of sight into Wrigley Field to view the baseball games, Acts of God, accidents, and weather conditions. In the event that services cannot be provided because of these matters, the Rooftop’s liability will be limited to the refund of previously submitted monies, and guests shall not be entitled to claim incidental or consequential damages.

GUESTS OF OWNERS:

Chicago Rooftop reserves the right to allow partners, workers, and guests on the Rooftop in limited numbers that will not impede on the enjoyment of the rental party(s).

LIMITATION OF LIABILITY:

Rooftop and Patron agree that Chicago Rooftop, LLC, its parents, subsidiaries, and affiliates (collectively, “Rooftop”) shall not be responsible for any damage or injury to persons or property relating to attendance at the above described event, including, but not limited to any damages caused, directly or indirectly, by the negligence of Rooftop, its employees, agents, representatives, contractors, or vendors. Patron shall solely be responsible for the conduct of any invitee on or about the Rooftop. Further, the parties agree that any damages arising from the breach of this contract shall be limited to the prices stated below.

I have read and agree to the terms listed on these three pages for the Rooftop Event on _____. My signature authorizes Chicago Rooftop to the use of my credit card number below for payment and/or confirmation on the reservation for this event and services provided.

CLIENT:

CHICAGO ROOFTOP, LLC

DATED: _____

DATED: _____

Mark Schlenker, President & Owner
Office: 1242 West Addison Street
Chicago, IL. 60613

PH: 773.472.7889 FAX: 773.472.1222

CHICAGO ROOFTOP INVOICE AND FEE EXPLANATION

CLIENT _____ EMAIL: _____
CONTACT NAME: _____ TITLE: _____
ADDRESS: _____ PHONE: _____
CITY: _____ STATE: _____ ZIP: _____
FAX NO: _____ INVOICE NUMBER: _____

EVENT (GAME) DATE: _____

SECTIONS BEING BOOKED

TERRACE LEVEL, 5th FLOOR

ROOFTOP (100-110 Guests) Exclusive use: _____ YES _____ NO (*This section includes stadium seating and brick red deck located behind seating*)

SKY DECK (25 Guests) Exclusive use: _____ YES _____ NO (*This section is our orange deck located above and behind our brick red deck*)

FIELD LEVEL, 4th FLOOR

PATIO DECK EAST: (40 Guests) Exclusive use: _____ YES _____ NO (*This section is located directly under our stadium seating section*)

PATIO DECK WEST: (40 Guests) Exclusive use: _____ YES _____ NO (*This section is located directly under our stadium seating section*)

CLUB LEVEL, 3rd FLOOR:

BAR LEVEL: (20-40 Guests) Exclusive use: _____ YES _____ NO (*This section is located off the 3rd floor bar extending to the outdoor patio overlooking the field*)

COMMON AREA:

All restrooms, food service stations, and bar service on the third floor are considered "common area." The covered rear section of the 4th floor, including the restrooms and bar service is also considered "common area".

- A. Number of Guests attending: _____
- B. Use Fee: _____
- C. Sub Total (Line A x Line B): _____
- D. City & County Amusement Taxes (line C x .072): _____
- E. Sales Tax (\$3.28 x line A): _____
- F. OPTIONAL Gratuity (\$5.00 per guest): _____
- G. TOTAL DUE: _____

DEPOSIT AMOUNT: \$ _____

BALANCE AMOUNT: \$ _____ DUE ON: _____

CREDIT CARD _____ CHECK _____

AMERICAN EXPRESS _____ VISA _____ MASTERCARD _____ DISCOVER _____

CREDIT CARD NUMBER: _____

EXPIRATION: _____ BILLING ZIP CODE: _____

Please make all checks payable to CHICAGO ROOFTOP, LLC. (Tax ID#208219944) and mail to: 1242 West Addison Street, Chicago, IL 60613.

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