



"The ultimate rooftop experience"

# WDR 2009 Reservation Agreement



Thanks for booking your event with BlueStar Management, LLC, d/b/a Wrigley Done Right ("WDR")! We are committed that you, our valued guest, \_\_\_\_\_ ("Guest") will enjoy our authentic rooftop experience.

➤ **How did you hear about us?** \_\_\_\_\_

## POLICIES AND PROCEDURES

**Arrival Time.** Guests may arrive 30 minutes prior to posted game time.

**Guest List/Checking-in.** Guest's guest list must be sent (e-mailed or faxed) a minimum of seven days prior to the reserved game. Any changes to guest list thereafter require WDR approval. Guests will enter WDR from the rear (or East) entrance of 3621-25 N. Sheffield Avenue, Chicago, IL, and an official WDR representative will check in all Guests. All Guests must bring and present to WDR's representative a valid picture ID. Guests must be 12 years of age or older and, to ensure that WDR Guests have an enjoyable and safe experience, WDR reserves the right to deny entrance to any Guest, and to remove any Guest, that appears intoxicated, unruly, or acts in any fashion which is contrary to the law, likely to disrupt or inconvenience the rooftop experience, or otherwise.

**Food/Beverage Service.** Food and beverage service begins 30 minutes prior to scheduled game time. According to Chicago Ordinance, beer and wine service must cease at the conclusion of the seventh inning with food and non-alcohol portions of the WDR menu continuing through the ninth inning. In the event of rain or other game delay, total liquor service will be limited to four hours from arrival. Guests may not bring their own food or beverages and absolutely no food or drink may be removed from the premises under any circumstances. WDR reserves the right to discontinue serving alcohol to any Guest for any reason as well as the right to modify the menu without notice.

**Food/Sides/Dessert/Beverages.** Standard menu includes half-pound Angus burgers, hot dogs, Wisconsin-style beer soaked bratwurst, marinated grilled chicken breast, Chicago-style Italian beef, grilled Italian sausage and veggie burgers. Coleslaw, potato salad, chips and cookies will also be provided as well as an assortment of beer, wine and soft drinks.

**Menu upgrades.** Menu upgrades are available upon request and priced accordingly.

**Seating.** Bleacher-style seating and tables are available to Guests on a first come, first serve basis.

**Signage.** Signs, banners or advertisements of any kind are strictly prohibited. However, subject to WDR's prior approval (which may be granted or denied in the sole discretion of WDR), signs not viewable from the field may be allowed.

**Exiting.** Once a Guest leaves the rooftop, he or she may not return during the game, and all Guests must leave the premises no later than 45 minutes after the conclusion of the game.

**Game Time Changes, Starting Time, Cancellation, Rainout, Reschedule, Rain or Other Delay and Refund Policy.** The Chicago Cubs® reserve the right to change the starting time of any game. Accordingly, WDR also reserves the right to change the starting time of any game so as to be consistent with the change imposed by the Chicago Cubs®. There will be no refund for a game in which the Chicago Cubs changes the starting time. A reservation for an event is non-cancelable and all fees are non-refundable. In the event of a rain or other delay, the event shall continue as scheduled. In the event of a game is canceled for any reason, and the canceled game is rescheduled by Major League Baseball® or the Chicago Cubs®, the Guest shall be entitled to the rescheduled game at no additional charge. Major League Baseball® and/or the Chicago Cubs® determine the reschedule date.

## PAYMENT

WDR will accept bank wires, checks and/or a cashier's check and major credit cards (convenience fees apply). In order to secure a reservation for a scheduled game, Guest must pay and deliver to WDR the total sum due WDR along with a signed WDR Reservation Agreement, and WDR must have countersigned the WDR Reservation Agreement. The balance of the total sum due WDR must be paid no later than seven days after WDR receipt of signed WDR Reservation Agreement. Until a scheduled game is reserved in the fashion explained herein, WDR reserves the right to change prices at any time and to reserve the scheduled game for another party. In addition to the described fees, Guest agrees to pay any State and Local sales tax on all fees, unless Guest furnishes proof of exemption from such State and Local Taxes.

## CONTACT INFORMATION

	<u>BlueStar Management</u>	<u>Guest Information</u>
<b>Reservation Contact</b>	Company Name	<u>Wrigley Done Right</u>
	Guest Name	<u>Lee G.</u>
	Title	<u>General Manager</u>
	Phone	<u>(773) 388-0500</u> ( )
	Email	<u>lee@wrigleydoneright.com</u>
	Fax	<u>(773) 634-8422</u> ( )
	Address	<u>P.O. Box 465</u>
	City, State & Zip	<u>Glencoe, IL 60022</u>
<b>Game Day Contact</b>	Name	<u>Lee G.</u>
	Title	<u>General Manager</u>
	Mobile	<u>(773) 266-0771</u> ( )



## WDR 2009 Reservation Agreement



### RESERVATION WORKSHEET

	<u>Example</u>	<u>Guest Reservation*</u>
1.) Opponent	Colorado	_____
2.) Date	9/13/09	_____
3.) Time	TBD	_____
4.) Number of Guests	100	_____
5.) Price per Guest <sup>1</sup>	\$150	_____
6.) Subtotal (Line 4 x Line 5)	\$15,000	_____
7.) Taxes and Royalties (Line 6 x 18%) <sup>2</sup>	\$2,700	_____
8.) Subtotal	\$17,700	_____
9.) Gratuity - <u>Guest Preference</u> (Line 8 x 10%)	\$1,770	_____
10.) Total Due (Line 8 + Line 9)	\$19,470	_____

\*WDR Reservation Agreements without correct totals **will not** be accepted.

- <sup>1</sup> Price per Guest includes a combined charge per person for admission, amenities, services, and food and beverages.
- <sup>2</sup> Represents only a portion of the taxes and Royalties due including Cook County and City of Chicago Amusement Tax (11% on 60% of the Price per Guest and Gratuity), Illinois Sales/Use Tax (9% on the portion of the Price per Guest and Gratuity that is the price for food and beverages and equal to \$19 per Guest), Chicago Soft Drink Tax (3% of the portion of the Price per Guest and Gratuity that is the price for soft drinks and equal to \$1.00 per Guest) and Chicago Cubs© royalties to legitimately operate as an **Officially Endorsed** Chicago Cubs© Rooftop Partner (17% of all WDR Gross Revenue received including all Taxes).

### PAYMENT WORKSHEET

<b>Total Due</b> (Line 10 above)		\$ _____
<b>Bank Wire</b>	Contact us for instructions at 773-388-0500 or <a href="mailto:lee@wrigleydoneright.com">lee@wrigleydoneright.com</a>	
<b>Check</b>	<u>Standard Mail:</u>	<u>Overnight:</u>
	<b>Payable to: Wrigley Done Right</b> P.O. Box 465 Glencoe, IL 60022 773-388-0500	<b>Wrigley Done Right</b> 1000 N. Lakeshore Drive, Suite 2207 Chicago, IL 60611 773-388-0500
<b>Credit Card</b>	(Add 3% convenience fee to Total Due) \$ _____	
Card Type (Circle One)	AMEX      VISA      MC      DISC	
Card Number	_____	CCV Code
Expiration Date	_____	(4 digits AMEX, 3 all others) _____
Name on Card	_____	
Address of Card Holder	_____	
City, State	_____	Zip _____
Phone Number of Card Holder	(    ) _____	
Authorized Signature	_____	

**PAYMENTS SENT STANDARD MAIL ONLY RECEIVED AT:**      **WRIGLEY DONE RIGHT**  
**P.O. Box 465**  
**Glencoe, IL 60022**



"The ultimate rooftop experience"

## WDR 2009 Reservation Agreement



### LEGAL TERMS

**General Rules.** For the safety of our Guests, no glass, peanuts or other objects as determined by WDR are allowed on the rooftop, and all Guests must wear shoes. Guests will not be admitted to the rooftop with any food or beverages, nor will Guests be permitted to leave the rooftop with any food or beverages. Any inappropriate behavior, such as throwing objects off the rooftop or actions that endanger the safety of guests, staff and persons in or near the building of which the rooftop is a part, will result in immediate and permanent ejection from the rooftop and may result in criminal charges being filed and WDR prosecution to the fullest extent of the law. No advertising is allowed on rooftop.

**Force Majeure.** Except as provided herein, WDR shall not be responsible or liable for any matters beyond its control, including but not limited to, denial, suspension or revocation of WDR's City rooftop license, damage or destruction to the building of which the rooftop is a part, interference with, modification to, or the elimination of existing lines of sight into Wrigley Field to view baseball games, acts of God, accidents and weather conditions, all of which are defined as force majeure. In the event service cannot be provided due to the force majeure, and provided that the Guest is not in default of any of the terms of this Reservation Agreement, WDR's liability shall be limited to the refund of Guest's deposit, without interest, paid pursuant to this Agreement, and the guest shall not be entitled to incidental, consequential, punitive or other damages of any kind or nature whatsoever.

**Damage to Property and Guest Behavior Expectations.** Guests shall be fully liable for any damage caused to rooftop.

**Limitation of Liability.** WDR and Guest agree that WDR's members, employees, and agents, as well as WDR's parent, 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 Guests, employees, agents, representatives, contractors or vendors. Moreover, Guest shall be solely responsible for, and shall indemnify and hold WDR harmless from and against any liability, damages, costs, and expenses (including attorneys fees) of any and every kind or nature whatsoever that arises from the conduct of any person who, as a result of Guest reservation comes onto rooftop or the building of which it is a part. Further, the parties agree that any damages arising from WDR's breach of this Agreement shall be limited to the price stated above.

**Refund.** In the event that this game does not take place due to team elimination all funds received will be refunded within 14 days of cancelled event. For clarification, refund only applies to elimination and no other cancellations accepted.

### SIGNATURES

I have read and agree to the terms listed above for the rooftop event on \_\_\_\_\_, 2009. My signature below signifies my agreement to these terms and also authorizes WDR to the use of my credit card number provided for payment and/or confirmation on the reservation for this event and services described above.

	<u><b>BlueStar Management, LLC</b></u>	<u><b>Guest Information</b></u>
Company Name	<u>Wrigley Done Right</u>	_____
Name	<u>Lee G.</u>	_____
Title	<u>General Manager</u>	_____
Authorized Signature	_____	_____
Date	_____	_____

### RESERVATION REQUEST/CONFIRMATION

Send completed, signed WDR Reservation Agreement and payment to:

#### **Standard Mail**

Wrigley Done Right  
P.O. Box 465  
Glencoe, IL 60022  
o: 773-388-0500  
f: 773-634-8422  
e: [sales@wrigleydoneright.com](mailto:sales@wrigleydoneright.com)

#### **Overnight Mail**

Wrigley Done Right  
1000 N. Lakeshore Drive, Suite 2207  
Chicago, IL 60611  
o: 773-388-0500  
f: 773-634-8422  
e: [sales@wrigleydoneright.com](mailto:sales@wrigleydoneright.com)

Reservation secured **only** after payment and countersigned WDR Reservation Agreement is received. Reservation will not be accepted unless all information is completed in full and failure to pay balance within seven days will result in forfeiture of requested reservation.

Again, please make checks payable to "Wrigley Done Right". WDR will confirm the requested event date with a countersigned agreement once documentation and payment is received and we can then prepare for your event!!

### THANK YOU!!!