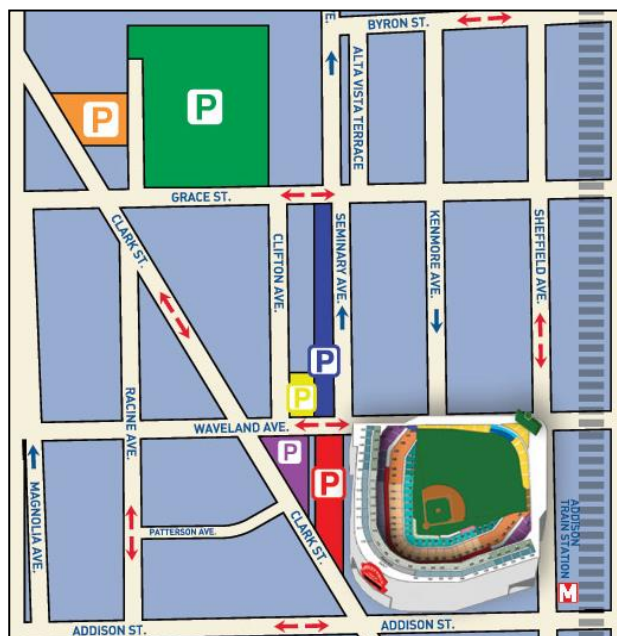




Chicago Cubs Neighbor Parking Permit Program 2019 TERMS OF USE AND LIABILITY WAIVER

The Chicago Cubs are pleased to offer residents residing in the area bordered by Addison on the South, Racine/Clark to the West, Irving Park on the North and Wilton on the East (the “**Permitted Area**”) the opportunity to use one space in the Toyota Camry Lot (formerly the Green Lot) (the “**Lot**”) subject to the terms and conditions set forth below, provided vehicles must be removed from the Lot by 8 a.m. on any date on which the Chicago Cubs play a Major League Baseball game or there is a concert or other major event scheduled at Wrigley Field (each an “**Event**”). Event days will be listed on www.cubs.com. It is each Permit Holder’s sole responsibility to be aware of Event days. This opportunity is a special privilege offered solely to residents who agree to be bound by and comply with the terms and conditions set forth herein.



The Lot is located at 1126 West Grace Street.

To park in the Lot, a vehicle must display a parking permit (each a “**Permit**”) issued by the Chicago Cubs.

Permits are available at the Chicago Cubs’ main office located at 1101 West Waveland Avenue. Permits may be requested Monday through Saturday between the hours of 8 a.m. and 8:00 p.m. by presenting a completed and signed copy of this application and each of the following: **(1) evidence of residence in the Permitted Area (copy of lease/mortgage *plus* one utility bill); (2) a copy of your *valid Illinois* driver’s license showing you are at least 18 years of age; 3) a copy of your City of Chicago parking sticker/sticker receipt designating zone 383; and 4) proof of valid automobile insurance.**

Use of a Permit constitutes your agreement to the following terms and conditions:

2018 NEIGHBOR PARKING PERMIT PROGRAM TERMS AND CONDITIONS:

In consideration of the use of the Lot, the person signing below (the “**Permit Holder**”) hereby agrees to the following terms and conditions:

1. Permit Holder affirmatively states Permit Holder is at least 18 years of age.
2. Permit Holder is the owner or lessee of the vehicle described below for which a Permit will be issued (the “**Vehicle**”). **One Permit per person, per vehicle, and the Permit is not transferable** to any other vehicle. Any vehicle parked in the Lot without a Permit will be deemed as trespassing and will be towed at the automobile owner’s expense.
3. Permits are (i) valid until the expiration date listed on the Permit; (ii) available only to residents who currently (both at the time of application and at each time of use) reside in the Permitted Area and possess a valid City of Chicago parking sticker; and (iii) are subject at all times to Permit Holder’s continuing maintenance of valid automobile insurance. Permits must be displayed in the lower portion of the **driver side windshield of the Vehicle** (i.e., the opposite side of the windshield from your City of Chicago parking sticker). Permits are awarded in the sole

discretion of the Chicago Cubs, which retains the right to revoke any Permit and the license granted by such Permit at any time.

4. Registered Vehicles displaying valid Permits will be permitted to park in Lot on non-Event days. Vehicles must be removed from the Lot by 8 a.m. on any Event Day. Vehicles may resume use of the Lot three (3) hours following the end of an Event. Vehicles not removed in a timely matter will be towed at the automobile owner's expense.
5. The Chicago Cubs reserve the right to post additional restrictions at any time, upon reasonable notice, including, but not limited to, in the event construction scheduling limits parking availability or requires cars to be moved. **Permit Holders are advised to watch for posted signs and/or email notices.** Vehicles not complying with posted restrictions will be towed at the automobile owner's expense.
6. By becoming a Permit Holder, the individual below agrees to provide the Chicago Cubs with a valid email address and telephone number and consents to receiving electronic and/or telephonic communications from the Chicago Cubs regarding the Lot, the Chicago Cubs and Wrigley Field. Permit holders will notify the Chicago Cubs of email address or telephone number changes.
7. Permits remain the property of the Chicago Cubs and must be surrendered upon request. Permit Holders using the Lot shall obey all applicable laws, including without limitation speed limits and traffic laws, and shall refrain from causing excessive noise (loud sound systems, squealing wheels, etc.) or other neighborhood disruption. Permit Holders shall not deposit paper, garbage, food, beverages or debris in any Lot. Permit Holders shall not loiter in the Lot.
8. By accepting a Permit, Permit Holder acknowledges the following: the Lot is made available in an "As-Is" condition; the Chicago Cubs and Wrigley Field have no obligation to improve any portion of any Lot. Permit Holder expressly assumes any and all risk associated with using the Lot, including without limitation any damage caused by other Lot users, vandalism, hail or other inclement weather, or any negligence of the Chicago Cubs or failure to maintain the Lot. The Chicago Cubs assume no responsibility to maintain, supervise or secure the Lot and expressly disclaim any express or implied warranty whatsoever, including without limitation as to any security personnel, services, procedures or equipment. The Permit Holder is not relying, and will not rely, on any such obligation, personnel, services, procedures or equipment. Permit Holder understands and acknowledges the Chicago Cubs and Wrigley Field do not assume any responsibility for, and hereby disclaim liability for any damage or loss, to any person, property or Vehicle using the Lot or to any personal property located in any Vehicle, or for any injury sustained by any person on or about the Lot.
9. Permit Holder hereby waives any and all claims against, forever releases and covenants not to sue Chicago Cubs Baseball Club, LLC; Chicago Entertainment Ventures, LLC; Chicago Baseball Holdings, LLC; Chicago Realty Ventures, LLC d/b/a Chicago Realty Holdings, LLC; Wrigley Field Holdings, LLC; Wrigley Field Enterprises, LLC; WF Master Tenant, LLC; WF Managing Member, LLC; and Wrigley Field Parking Operations, LLC and, for each of the foregoing, its parent entities, affiliates, officers, directors, members, managers, agents and employees (the "**Released Parties**") with respect to any claims or losses suffered or incurred in connection with, or related in any way to, use of the Lot hereunder, including without limitation loss of life, bodily and/or personal injury, or damage or loss to vehicles or property within such vehicles. Permit Holder shall indemnify, defend and hold harmless the Released Parties from and against any and all third-party liabilities, losses, costs, damages or expenses (including without limitation, costs of litigation and attorney's fees) arising out of or related to any bodily injury (including loss of life), or damage or loss to any vehicle(s) caused in whole or in part by or related in any way to Permit Holder's use of the Lot.
10. Permit Holder agrees in the event any clause or provision herein shall be held to be invalid in any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this agreement which shall continue to be fully enforceable. Each and every provision of this agreement shall bind Permit Holder and his or her legal representatives. As used herein, the term "legal representatives" includes, but is not limited to, all successors-in-interest, heirs, executors, administrators, or other personal representatives, whether such succession results from the act of the Permit Holder or occurs by operation of law. The provisions hereunder shall be governed by the laws of the State of Illinois.

FOR OFFICE USE ONLY

Permit #: _____

Date Issued: _____

I ACKNOWLEDGE I PERSONALLY HAVE READ AND UNDERSTOOD THE FOREGOING NEIGHBOR PARKING PERMIT PROGRAM TERMS AND CONDITIONS, I VOLUNTARILY AND WILLINGLY AGREE TO THE NEIGHBOR PARKING PERMIT PROGRAM TERMS AND CONDITIONS, AND I UNDERSTAND I AM PERMANENTLY GIVING UP SUBSTANTIAL RIGHTS, INCLUDING, BUT NOT LIMITED TO, MY RIGHT TO SUE.

Signature of Permit Holder

Date

Printed Name: _____

Printed Address: _____

Vehicle Make: _____

Vehicle Model: _____

License Plate: _____

City of Chicago Sticker#: _____

Phone Number: _____

Email Address: _____



ACKNOWLEDGEMENT AND AGREEMENT TO
2019 NEIGHBOR PARKING PERMIT PROGRAM TERMS AND CONDITIONS