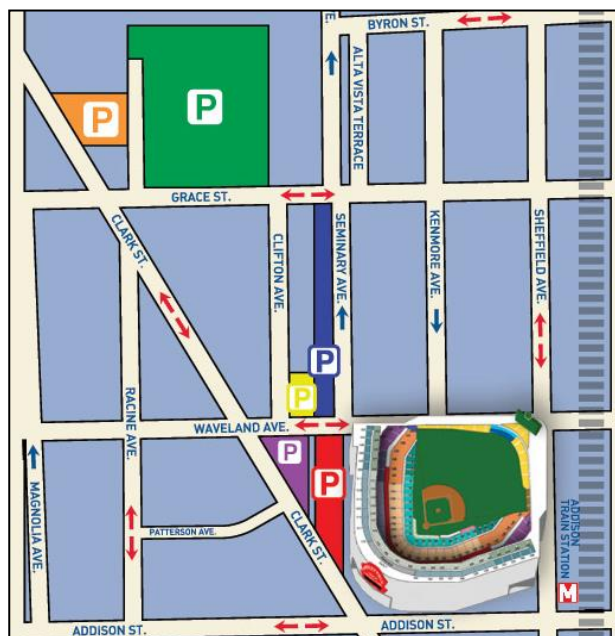




Chicago Cubs Neighbor Parking Permit Program 2021 TERMS OF USE AND LIABILITY WAIVER

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.

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

2021 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, if event staging, construction staging, or other activities permitted by Chicago Cubs limit parking availability or require 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 promptly 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 vehicle insurance requirements, 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, on behalf of itself, its heirs, assigns, administrators, executors, legal and personal representatives, and next of kin hereby waives any and all claims against, forever releases and covenants not to sue Chicago Cubs Baseball Club, LLC, Wrigley Field Parking Operations, LLC and, each of their parent entities, subsidiaries, affiliates, officers, directors, members, managers, agents, contractors 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. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or breach of any terms or conditions thereof, the parties hereto shall use as the sole and exclusive dispute resolution process available under this agreement, the following procedures. The parties shall first use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of forty-five (45) days, then, upon written notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules including the Optional Rules for Emergency Measures of Protection, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Such award shall provide for the prevailing party to receive reasonable attorney's fees from the losing party and for both parties to be equally responsible for the administrative costs of arbitration. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The place of arbitration shall be Chicago, Illinois. In the event the enforceability of the preceding "Arbitration" provision is challenged by a party, or if such provision is otherwise deemed unenforceable for any reason, the parties knowingly and voluntarily agree that the mandatory, exclusive venue for any action in any way related to this Agreement or its enforcement, including without limitation the initial challenge of the Arbitration provision, shall be the state and federal courts in and for Cook County, Illinois. All parties hereby knowingly and voluntarily waive any and all objections to venue and personal jurisdiction in the foregoing and submit themselves thereto.
11. Permit Holder agrees in the event any term or provision herein is held to be invalid, illegal or otherwise unenforceable by any court of competent jurisdiction or any arbitrator(s) for any reason, such term or provision shall be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law and the remainder of this agreement shall in no way be affected and shall remain valid and enforceable for all purposes. 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
2021 NEIGHBOR PARKING PERMIT PROGRAM TERMS AND CONDITIONS