

Helfaer Field Rental Agreement Instructions

After completion of your online reservation you must fill out and submit the Helfaer Field Rental Agreement along with 50% of the total rental fee within fourteen (14) days to guarantee your reservation. The Helfaer Field Rental Agreement can be digitally signed and delivered electronically directly from this form; otherwise you may fill out all the necessary information, print it out and return a hard copy.

1. Fill out all contact information. Please provide a mobile phone number so Helfaer Staff can contact someone in case of changes on the event date. (e.g. inclement weather etc.)

2. Provide group information

- a. The name of your group
- b. What type of event will you be hosting? (e.g. Little League Baseball, Adult Softball, Tailgate etc.)
- c. What is the approximate age of the participants?
- d. How many people would you estimate to attend your event?

3. Catering preferences

- e. The concession stand is open for your convenience, free of charge, with snacks and beverages available for purchase.
- f. You can preorder catered food and beverage for your guests through DNC Sportservice.

4. Pavilions are used on a first-come, first-served basis. If you would like to reserve a pavilion specifically for your event, please fill out this information.

5. Please provide billing information for the final payments of your reservation.

6. List your timeslots (date and time) – this information can be found on the confirmation email you received after making your purchase.

7. To digitally sign this form double-click the box and follow the on-screen directions to create a new ID. This unique ID will be created by Adobe Acrobat and will contain your information.

8. Once completed, please select one of the following to submit your form

- g. If submitting electronically press “Submit” and follow the step by step instructions
- h. If submitting via email please submit it to Helfaer.Field@brewers.com
- i. If submitting via fax please submit it to 414-902-4588
- j. If submitting via mail please address it to the following:

Brewers Enterprises
Attn: Helfaer Field
One Brewers Way
Milwaukee, WI 53214

1.

1. Contact Information

First Name

Last Name

Address

Address 2

City

State

Zip Code

Mobile Phone*

Alternate Phone

*Day of event contact

Email

Birth Date

2.

2. Group Information

Group Name

Type of event

Average Age of Participants

Approximate # of People

3.

3. Catering*

Do you desire catering at your event?

Yes, I desire catering

No, catering is not needed

Would you like concessions to be open?

Yes, concessions open

No, concessions closed

*Note: Rarely are both items selected "Yes"

4.

4. Pavilion Use Only

Do you want to reserve a pavilion 3-hours prior to a Brewers Home Game or on a Non-Game day?

Home Game (\$250)

Non-Game day (\$100)

Which pavilion do you prefer?

Left-Field

Right Field

Would you like catering?

Yes

No

5.

5. Billing Information

50% of balance

Pay in full

(payments will be processed immediately)

Please use Credit Card on file (used for deposit)

I authorize the use of this credit card.

Check Enclosed (make checks payable to "Milwaukee Brewers"). Check #

Pay with new Credit Card. (Visa, MasterCard, American Express, Discover)

Type

Exp

Card #

Name

I authorize the use of this credit card.

THIS FULLY EXECUTED AGREEMENT MUST BE RETURNED TO MBBC, EXECUTED, WITHIN FOURTEEN (14) DAYS OF THE INITIAL DEPOSIT IN ORDER TO GUARANTEE THE ARRANGEMENTS AS OUTLINED BELOW.

The Undersigned has requested the Milwaukee Brewers Baseball Club Limited Partnership (“MBBC”) to permit the Undersigned to use Helfaer Field in the manner and for the purposes described herein. In consideration of the Undersigned executing this Agreement, making the covenants set forth below, and paying the amounts set forth herein, MBBC grants the Undersigned permission to use Helfaer Field, subject to the terms and conditions set forth herein.

1. LIMITED USE. The Undersigned is granted the right to use Helfaer Field for purposes of the participation by adults and/or children in baseball, softball, or kickball games (which may include T-Ball, coach pitch, machine pitch and child pitch), or such activity as may be described herein, to be coordinated, conducted and supervised solely by the Undersigned on (“Event Date(s”).

(See particularly Paragraphs 5(b) and 5(c) below.)

2. AREAS OF USE. The Undersigned has the right to use those portions of Helfaer Field expressly designated on the Attached Information Form (the “Helfaer Field Facility”). The Undersigned has no right to enter any other area of the Helfaer Field Facility without the prior written consent of MBBC. Any failure to adhere to this condition may result in the revocation of the rights set forth herein.

3. CONSIDERATION.

(a) In consideration of the usage rights granted to the Undersigned by MBBC, the Undersigned agrees to pay all rental fees (the “Use Fee”) associated with the (“Event Date(s”). This fully-executed Agreement, together with the full Use Fee must be paid by cash, check, or credit card to MBBC not less than thirty (30) business days prior to the scheduled event date. The reservation will not be guaranteed unless and until full payment, together with this fully-executed Agreement is received by MBBC. In the event full payment and this fully-executed Agreement are not received by MBBC thirty (30) days before the date of the scheduled event, MBBC reserves the right, in its sole discretion, to render this Agreement void and to grant the rights set forth herein to any other third party.

(b) In the event the Undersigned wishes to cancel a reservation, written notice of cancellation must be received by MBBC at least thirty (30) days prior to the scheduled date of the relevant event. If notice is received by MBBC in a timely manner, the Undersigned shall receive a refund equal to the amount paid above. Any cancellation less than thirty (30) days prior to the event date will result in the forfeiture of the entire payment amount, set forth in Paragraph 3(a), above.

(c) In the event the Undersigned’s event is rained out or otherwise cancelled by MBBC due to inclement weather, MBBC will work with the Undersigned to reschedule the relevant event. However, all make-up rain dates and times are subject to availability and certain blackout dates will apply. The Undersigned will receive a full refund of the amount set forth above if MBBC is unable to offer to the Undersigned an alternative make-up date. In the event Undersigned’s event must be cancelled by MBBC for any reason, the individual named on the final page of this Agreement shall be contacted at the designated telephone number. MBBC shall have no further obligation to attempt to contact the Undersigned.

5. GENERAL CONDITIONS. The Undersigned covenants and agrees to be governed by and adhere to the following, general conditions of use:

(a) The Undersigned agrees to keep the Helfaer Field Facility and all areas of use in good order and repair and to leave the Helfaer Field facility in the same condition as it was in at the time the Undersigned took occupancy. Further, the Undersigned agrees that it shall be fully and solely responsible for, and shall reimburse MBBC for any and all damage to the Helfaer Field Facility, determined by MBBC, in its sole discretion, to have been caused by the Undersigned or its coaches, employees, agents, guests, or invitees or others using the Helfaer Field Facility pursuant to this Agreement.

(b) The Undersigned agrees to strictly comply with all requirements of MBBC and the ordinances and statutes of the City of Milwaukee or any other governmental body, and all other applicable laws, codes, ordinances, rules and regulations governing the Helfaer Field Facility.

(c) The undersigned agrees that in the event alcohol is to be served at the Facility on the Reservation Date, any individual that wishes to obtain or purchase alcohol must be able to provide a valid driver's license that clearly demonstrates that the intended recipient is a legal adult, age twenty-one (21) or older. Under no circumstance will any individual unable to provide such identification be provided with or permitted to consume alcohol in or around the Facility. MBBC expressly reserves the right, on its own behalf and on the behalf of its concessionaire to decline to serve any individual alcohol, as deemed necessary in its/their sole and absolute discretion.

(d) The Undersigned agrees that in the event that food and/or beverages are to be provided, all such products must be purchased through MBBC's exclusive concessionaire, Delaware North Companies Sportservice. The Undersigned agrees to enter into a separate agreement with DNC Sportservice. The Undersigned will receive a Banquet Event Order contract, deposit request and final invoice directly from DNC, per the terms of their agreement. The Undersigned understands that no food or beverages are permitted on the field at anytime, and also understands that picnics or carry-in meals are not permitted in the Helfaer Field Facility. Picnics and carry-in meals can be enjoyed in the adjacent tailgate pavilions, on the surrounding grounds, and in the parking lot surrounding Helfaer Field on days when MBBC is playing on the road.

(e) The Undersigned agrees to advise MBBC in advance and in writing of the Undersigned's desire to display any advertising in, on or around the Helfaer Field Facility ("Advertising") in connection with the Undersigned's use under this Agreement. Such notice to MBBC shall specifically reference that the notice is pursuant to paragraph 5(c) of this Agreement. All Advertising is strictly subject to the prior written approval of MBBC, which may be withheld in its sole discretion. In any event and notwithstanding the foregoing or any waiver by MBBC, all Advertising that may be permitted pursuant to this subparagraph (e) must be in strict compliance with subparagraph (b) of this paragraph 5, it being understood by the Undersigned that certain contractual and other restrictions and limitations may govern such Advertising.

(f) The Undersigned understands that it does not have the right to assign or transfer its rights or obligations under this Agreement to any third party without the prior written consent of MBBC, which consent may be withheld by MBBC in its sole and absolute discretion.

(g) The Undersigned agrees to obtain, prior to the use of the Helfaer Field Facility pursuant to this Agreement, from each adult participant or each minor participant's parent or legal guardian, an executed Release of Liability and Assumption of Risk Agreement. Copies can be obtained at www.millerpark.com or from MBBC, and all executed copies of such forms must be returned to MBBC prior to the use of the Helfaer Field Facility. The Undersigned is solely responsible for any and all liabilities associated with not complying fully with this provision and agrees to fully indemnify MBBC for any and all liabilities it may automatically assume due to its non-compliance with this provision.

(h) The Undersigned agrees to properly and responsibly supervise and maintain control over all participants, guests and invitees using the Helfaer Field Facility. The Undersigned acknowledges and agrees that MBBC intends to establish and enforce a zero tolerance policy with respect to behavior of participants, guests and invitees using the Helfaer Field Facility

(i) The Undersigned agrees that MBBC shall have unrestricted right and license of any participants' name, likeness, and/or voice in any broadcast, telecast or photograph taken in connection with the Event at Helfaer Field.

(j) The Undersigned must provide both teams for its time slot. Adult softball will be subject to equipment limitations due to of the dimensions of the field. The Undersigned must schedule its own umpires and provide all of its own equipment. Children are not permitted to operate any equipment. The relevant equipment limitation will be provided by MBBC prior to the event date.

(k) The Undersigned agrees to relay the pertinent information contained in this Agreement to all participants, parents or guardians, as the case may be, including but not limited to obtaining executed Release of Liability and Assumption of Risk Agreements from each adult participant or each minor participant's parent or legal guardian, as otherwise provided for herein.

(l) The Undersigned understands that the Helfaer Field Facility is a smoke-free facility.

(m) On MBBC home game dates, MBBC asks that the Undersigned vacate the parking lots as soon as possible following the completion of the event, but in all events, within thirty (30) minutes of the completion of such event. In the event cars are not removed in a timely manner, citations will be issued.

(n) If the Undersigned fails to comply with or breaches any of the above covenants, or in the event of any illegal or inappropriate conduct by the Undersigned, MBBC reserves the right, in its sole discretion, to revoke the Undersigned's

rights granted under this Agreement, at which time this Agreement automatically shall terminate and the Undersigned must immediately vacate the Helfaer Field Facility. In such event, and notwithstanding such termination of this Agreement, the Undersigned will remain responsible for all charges incurred, expenses arising and liabilities accruing under this Agreement from the Undersigned's use of the Helfaer Field Facility, and will not be entitled to any refund of the consideration.

6. **LIABILITY AND INSURANCE.** The Undersigned for itself and on behalf of its officers, agents, employees, participants, subcontractors, visitors and guests (collectively with the Undersigned, the "Undersigned's Parties") hereby

(a) waives and releases MBBC and the Southeast Wisconsin Professional Baseball Park District (collectively, the "Indemnified Parties") from any liability or responsibility of any kind (and) including without limitation any consequential damages arising therefrom) for any loss, damage or injury to any person or property in or around the Helfaer Field facility, or resulting from events occurring in or around the Helfaer Field facility, or for damage to the Helfaer Field facility itself, from any cause, and

(b) agrees to indemnify the Indemnified Parties, from all liabilities, losses, costs and expenses, including attorney's fees, arising from any claim in connection with Undersigned's Parties use or occupancy of Helfaer Field facility, or the acts or failure to act of any of the Undersigned's Parties, expressly including in the case of both clause (a) and clause (b) any such loss, damage, injury, liabilities, losses, costs and expenses ("Indemnified Claims") which may result from or arise in any way in connection with the negligence of any of the Indemnified Parties. The Undersigned warrants and represents that it holds insurance as follows: the insurance shall provide primary coverage in favor of the Indemnified Parties and shall provide coverage of at least one million dollars (\$1,000,000.00) per occurrence and at least one million dollars (\$1,000,000.00) in the aggregate.

7. **FORCE MAJEURE.** If Helfaer Field is not available for use because of any cause beyond MBBC's control, including an act of God, a national emergency, the weather, a labor dispute, a governmental or court order, or any other cause beyond the control of MBBC ("Force Majeure"), then this Agreement shall be deemed properly cancelled. If the Undersigned wishes to reschedule such event, the parties will work together to reschedule the reservation. All dates shall be subject to availability and blackout dates may apply. The Undersigned will receive a full refund if a make-up date cannot be offered by MBBC.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning its subject matter and it supersedes and cancels all prior or contemporaneous agreements or understandings, written or oral, between the parties.

9. **GOVERNING LAW.** This agreement shall be governed by the laws of the state of Wisconsin. The Undersigned agrees and consents to exclusive venue for any proceeding arising in connection with this agreement in Milwaukee County, Wisconsin.

10. **BINDING EFFECT: MODIFICATIONS AND WAIVERS.** This Agreement shall be binding upon the heirs, successors, and permitted assigns of the Undersigned and MBBC. This Agreement cannot be changed or modified, and no breach hereof shall be deemed waived or released, except in writing executed by the parties sought to be charged therewith.

11. **SUBSERVIENCE.** This Agreement is subject to the review and approval of the Office of the Commissioner of Major League Baseball.

This Agreement and the Undersigned's use of the Helfaer Field Facility are expressly subject to the terms and conditions set forth herein.

This Agreement will not be processed until all of the required information is completed in its entirety.

EXECUTED AS OF THE DATE WRITTEN BELOW:

Signature:

Date: