



The following are the terms and conditions between the **MILWAUKEE BREWERS BASEBALL CLUB, L.P.**, (“MBBC”) and Tinsel Tap Room Purchaser (“Licensee”) (collectively, the “Parties”) regarding Licensee’s use of the Tinsel Tap Room (“Designated Area”) in American Family Field as more fully described herein.

TERMS AND CONDITIONS

1. FOOD AND BEVERAGE REQUIREMENTS.

- a. MBBC’s on-site food and beverage provider, Delaware North Companies, Inc. (“DNC”), shall only serve alcoholic beverages to individuals who are at least twenty-one (21) years of age and, pursuant to DNC’s precautionary alcoholic beverage service policies, will check identification of Licensee’s guests and invitees that appear to be under thirty (30) years of age. If DNC’s employees believe, in their sole and absolute discretion, that Licensee’s guests or invitees are under the legal drinking age, intoxicated or should not be served an alcoholic beverage product, DNC shall refuse, limit, or discontinue alcoholic beverage service to such person and request that Licensee and/or Licensee’s guests leave American Family Field, without refund.
- b. No food or beverages of any nature may be brought into the location by the Licensee or it’s guests without prior written approval from DNC or MBBC. In the event that DNC or MBBC permits Licensee to bring any outside food and/or beverages to the Designated Area, an additional service fee may apply. Any food or beverage product brought into the Designated Area without proper authorization from DNC or MBBC will be confiscated and/or charged for at a normal retail price for such items.
- c. Any additional food and beverage ordered by Licensee beyond the included food and beverage package is subject to a twenty percent (20%) gratuity and a six percent (8.4%) food service sales tax.

2. GRANT OF LICENSE.

- a. Subject to the following terms and conditions, MBBC grants Licensee a non-exclusive license to use the Designated Area of American Family Field. Licensee understands and agrees that other areas of American Family Field including, but not limited to, the playing field, may be in use by other parties during Licensee's rental.
- b. Licensee agrees that MBBC shall have the unrestricted right and license of any participants’ name, likeness, and/or voice in any broadcast, telecast or photograph taken in connection with the rental at American Family Field.

3. CANCELLATION.

- a. **MBBC.** The Parties hereto acknowledge and agree that, in the event that a government order prohibiting social gatherings or limiting the capacity of social gatherings is in effect and prevents MBBC from hosting the social events on the scheduled rental date, Licensee shall receive a full refund of the rental deposit paid.
- b. **Licensee.** If Licensee cancels the rental for any other reason less than forty-eight (48) hours prior



to the scheduled rental date, such cancellation notice shall result in forfeiture of deposits paid.

4. ADDITIONAL EXPENSES.

Licensee shall be responsible for any and all cost incurred or to be incurred by MBBC to remedy any theft or damage, ordinary and extraordinary, caused to American Family Field or any facilities, equipment, or fixture of MBBC by reason of Licensee and/or its guests use of the Designated Area.

5. LICENSEE'S OBLIGATIONS AND RESPONSIBILITIES.

- a. **Use of Trademarks.** Licensee shall have no right to use any trademarks or images of the exterior of American Family Field for any advertising or promotional purpose without the prior written consent of MBBC.
- b. **Applicable Law.** All uses of the Designated Area by Licensee shall be in accordance with all laws, rules, regulations, and ordinances of the City of Milwaukee, County of Milwaukee, and State of Wisconsin; all rules and regulations of MBBC and Major League Baseball; and any other applicable rules, regulations, or laws.

6. LIABILITY.

Neither MBBC, DNC, the Southeast Wisconsin Professional Baseball Park District ("SEWPBPD"), Four One Four, LLC, Fairway 19 Ventures, LLC or Park View SL, LLC shall be liable for any loss, damage or injury to any person or property in or around the Designated Area, or in any other parts of or around American Family Field, its parking areas and environs, or for damage to the Designated Area itself, whether from theft or vandalism or any other cause. Licensee agrees to indemnify and hold harmless MBBC, Major League Baseball, SWPBPD, Four One Four, LLC, Fairway 19 Ventures, LLC, Park View SL, LLC and their partners, and their respective directors, officers, partners, employees, agents and insurers from and against any and all losses, liabilities, costs, and expenses, including attorney's fees, arising in any way from Licensee's, its agent's or its participants' use or occupancy of the Designated Area.

7. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin and all parties shall be subject to the courts and jurisdiction of the Wisconsin State or Federal Courts.

8. TERMINATION.

Without prejudice to any of its other rights and remedies hereunder or otherwise, MBBC may, at its sole discretion, terminate this Agreement prior to the date of the rental upon written notice to Licensee if, when in the sole judgment of MBBC, such act is necessary. In the event of such a termination, MBBC agrees to return to the Licensee all payments, including the rental deposit, previously made by Licensee under this Agreement.



9. FORCE MAJEURE.

If MBBC fails to perform any of its obligations hereunder because of any cause beyond its 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 either Licensee or MBBC shall be entitled to terminate this Agreement by providing written notice to the other party, and neither party shall be entitled to any damages or to any other legal or equitable relief by reason thereof.

10. ASSIGNMENT.

This Agreement or any part hereof shall not be assigned or otherwise transferred by either party without the prior written consent of the other party, and any attempted assignment without such written consent shall be null and void, except that MBBC may assign this Agreement to any party provided that simultaneously with such assignment, MBBC is merged or consolidated with such assignee or such assignee acquires all or substantially all of the assets of MBBC.

11. AMENDMENTS.

The parties hereto shall not amend, modify, or supplement this Agreement, except by written instrument signed by both parties.

12. RIGHT TO VOID.

MBBC expressly reserves the right to void this Agreement without any penalty whatsoever in the event that, after the date hereof, any major event is scheduled to take place at American Family Field (a "Major Ballpark Event") that requires the use of the Designated Area, or in the event that the Designated Area become unavailable for use due to construction, renovations, maintenance, naming rights changes, etc. For purposes of this Agreement, a Major Ballpark Event shall include, but not be limited to, concerts, charity events, any major or minor league baseball game, sponsor-related celebrations, etc., that MBBC, in its sole and absolute discretion, deems to be one for which voiding this Agreement is necessary or preferable.

13. INTEGRATION.

This Agreement is the final, complete, and exclusive statement and expression of the agreement among the Parties hereto with relation to the subject matter of this Agreement, it being understood that there are no oral representations, understanding or agreements covering the same subject matter as the Agreement. This Agreement supersedes, and cannot be varied, contradicted or supplemented by evidence of any prior or contemporaneous discussions, correspondence, or oral or written agreement or any kind.

14. SUBSERVIENCE.



Notwithstanding anything to the contrary set forth herein, the terms of this Agreement shall at all times be subject to, and superseded by, the rules and regulations of the National League and Major League Baseball as such rules and regulations are now in effect or as the as the same may from time to time be enacted hereinafter. The Parties agree that this Agreement, if found by either the Commissioner or any representative thereof, to violate any rules or regulations of the National League or Major League Baseball, shall, at the option of MBBC, be either terminated or revised and amended to conform with such rules and regulations.