

Helfaer Field Rental Agreement Instructions

The Helfaer Field Rental Agreement must have all information filled out. After filling out the necessary information, please print out the form, sign it, and submit it according to Step 8, below.

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

2. Provide group information:

- The name of your group;
- Type of event (e.g. Little League Baseball, Adult Softball, Tailgate etc.);
- Approximate age of participants; and
- How many you estimate will attend your event.

3. Field use:

- List your timeslots (date and time) – this information can be found on the confirmation email you received after making your purchase;
- Indicate distance required for pitching rubber;
- Indicate if a safety base is required; and
- Indicate if a pitching machine is needed.

4. Catering preferences:

- The concession stand is open for your convenience with snacks and beverages available for purchase; or
- You can preorder catered food and beverage for your guests through Delaware North.

5. 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.

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

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

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

- If submitting via email, please submit it to Helfaer.Field@brewers.com.
- If submitting via fax please submit it to 414-902-4555.
- If submitting via mail, please address it to the following:

Milwaukee Brewers Baseball Club
Attn: Helfaer Field
One Brewers Way
Milwaukee, WI 53214

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Contact Information

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Mobile Phone: _____ Alternate Phone: _____

Email: _____ Birth Date: _____

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Group Information

Group Name: _____ Type of event: _____

Average Age of Participants: _____ Approximate Number of People Total: _____

Coach Name: _____ Number: _____ Email: _____

Coach Name: _____ Number: _____ Email: _____

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Field Use

Reserved Date: _____

Reserved Timeslot(s): _____

Pitching Rubber Distance (default 46, adjustable from 40-45): _____ *Base paths set at 60 feet, cannot adjust

Safety Base: _____ Yes _____ No

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Catering

Do you desire catering at your event?

_____ Yes, I desire catering

_____ No, catering is not needed

*Note: Rarely are both items selected "Yes"

Would you like concessions to be open?

_____ Yes, concessions open

_____ No, concessions closed

*Minimum \$150 spend required

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Pavilion Use

Would you like to reserve a pavilion for 3-hours?

_____ Home Game Day (\$250)

_____ Non-Game Day (\$100)

_____ No

Which Pavilion do you prefer?

_____ Left-Field Pavilion

_____ Right-Field Pavilion

*Right field pavilion is closest to the playground

3-Hour Time Period Requested: _____

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Billing Information

Payment is due in full not less than fourteen (14) days after your reservation is confirmed by the Milwaukee Brewers.

_____ 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 Number: _____

_____ Pay with new Credit Card. Card Type: _____ Last 4-digits: _____

If you are paying with a new credit card, please remit payment information over the phone to 414-902-4332 or by submitting your credit card information to our secure online portal at:

<https://brewers.formstack.com/forms/helfaer>

HELFAER FIELD RENTAL AGREEMENT

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[REDACTED] (the “Undersigned”) has requested the Milwaukee Brewers Baseball Club, L.P., a Wisconsin limited partnership (“MBBC”), to permit the Undersigned to use Helfaer Field (the “Field”) in the manner and for the purposes described herein. In consideration of the Undersigned executing this Helfaer Field Rental Agreement (the “Agreement”), making the covenants set forth below, and paying the amounts set forth in Paragraph 2 herein, MBBC grants the Undersigned permission to use the Field, subject to the terms and conditions set forth in this Agreement.

1. Use of Field. MBBC grants Undersigned the right to use the 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, or child pitch, to be coordinated, conducted, and supervised solely by the Undersigned on [REDACTED] (the “Event Date(s)"). The Undersigned acknowledges and agrees that it has the right to only use those portions of the Field expressly designated on the Helfaer Field Form (the “Form”), and that it has no right to enter any other area of the Helfaer Field facility (the “Facility”) without the prior written consent of MBBC. Any failure to adhere to this condition may result in the revocation by MBBC in its sole discretion of the rights set forth in this Agreement.

2. Fees. In consideration of the rights granted by MBBC to the Undersigned, the Undersigned agrees to pay all rental fees (the “Use Fee”) associated with the Rental Date(s) to MBBC not less than fourteen (14) days after Undersigned’s reservation is confirmed by MBBC.

3. Cancellation.

a. By Undersigned. In the event the Undersigned wishes to cancel a reservation, and sends written notice of cancellation to MBBC more than thirty (30) days before the Event Date(s), the Undersigned will receive a full refund of any Use Fee payments made up to that point, except for the non-refundable Deposit. Any cancellation made less than thirty (30) days prior to the Event Date(s) will result in the forfeiture of the entire Use Fee.

b. By MBBC. If the Undersigned’s event is rained out or otherwise cancelled by MBBC due to inclement weather, MBBC shall 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 any Use Fee payments made up to that point, except for the non-refundable Deposit, if MBBC is unable to offer the Undersigned an alternative make-up date. If the 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.

c. Due to Major Ballpark Event. MBBC expressly reserves the right to void this Agreement without any penalty whatsoever in the event that any major event is scheduled to take place at American Family Field (a “Major Ballpark Event”) after the date hereof, which requires the use of the Field. 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 of this Agreement is necessary or preferable.

4. General Conditions. The Undersigned agrees to be governed by and adhere to the following general conditions of use for the Field:

a. The Undersigned agrees to keep the Field and all areas of use in good order and repair and to leave the 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 damages caused by circumstances outside of reasonable wear and tear, and shall reimburse MBBC for any and all damage to the Field

determined by MBBC, in its sole discretion, to have been caused by the Undersigned or its guests, or invitees or others using the Field pursuant to this Agreement.

b. The Undersigned agrees to comply strictly with all requirements of Major League Baseball, 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 Facility, including any and all laws, codes, ordinances, rules and regulations in effect with respect to COVID-19.

c. The Undersigned represents and warrants that, in accordance with the MLB Youth Program Protection Policy, all adults responsible for minors on the Event Date have: cleared some minimal screening (e.g., criminal background and/or sex offender registry check), and have received some minimal youth protection training (e.g., child abuse prevention).

d. The Undersigned acknowledges and agrees that it shall be responsible for providing its own first aid kit to be used on the Event Date at the Facility.

e. The Undersigned acknowledges and agrees that, in the event alcohol is to be served at the Facility on the Event Date(s), 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 behalf of its concessionaire, to decline to serve an individual alcohol, as deemed necessary in its sole and absolute discretion.

f. 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. The Undersigned agrees to enter into a separate agreement with Delaware North. The Undersigned will receive a Banquet Event Order contract, deposit request and final invoice directly from Delaware North, per the terms of their agreement. The Undersigned understands that no food or beverages are permitted on the Field at any time, and also understands that picnics or carry-in meals are not permitted in the Facility. Picnics and carry-in meals can be enjoyed in the adjacent tailgate pavilions, on the surrounding grounds, and in the parking lot surrounding the Field on days when MBBC is playing on the road.

g. 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 Field ("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 4(e) 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 Paragraph 4(b), it being understood by the Undersigned that certain contractual and other restrictions and limitations may govern such Advertising.

h. 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.

i. The Undersigned agrees to properly and responsibly supervise and maintain control over all participants, guests and invitees using the Field. 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 Facility, and as such will act to remove anyone from the premises who is overtly

disruptive or acts in such a way as to create an unpleasant environment for other event participants, including, but not limited to, use of foul language, drunkenness and/or aggressive behavior.

j. The Undersigned acknowledges and agrees that the Facility is a smoke-free facility.

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

l. The Undersigned agrees to obtain, prior to the use of the Field pursuant to this Agreement, an executed Release of Liability and Assumption of Risk Agreement from each legally incapacitated adult participant or each minor participant's parent or legal guardian, which includes acknowledgement and acceptance of the terms of the Communicable Disease Assumption of Risk and Release of Liability agreement attached thereto. Copies can be obtained from MBBC, and all executed copies of such forms must be returned to MBBC prior to the use of the Facility and Field. The Undersigned is solely responsible for relaying the pertinent information obtained in this Agreement to all participants, parents, or guardians, as the case may be. Further, 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.

m. The Undersigned acknowledges and agrees that it must immediately vacate the Field when its allotted timeslot ends; if Undersigned continues to use the Field beyond its timeslot for any reason, Undersigned will be assessed a fee of Five Hundred Dollars (\$500.00) for every fifteen (15) minutes it stays on the Field.

n. The Undersigned acknowledges and agrees that it must provide both teams to use the Field during its time slot. Further, the Undersigned must schedule its own umpires and provide all of its own equipment. Children are not permitted to operate any equipment. Adult softball will be subject to equipment limitations due to the Field dimensions, which limitations will be provided by MBBC prior to the Event Date(s).

o. 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.

p. 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 Field. 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 Field and will not be entitled to any refund of the consideration.

5. Liability and Insurance. Undersigned agrees to indemnify and hold harmless MBBC its respective appointed officials, directors, officers, employees, agents and owners (collectively, the "Indemnitees"), from all claims, liabilities, costs, and expenses, including reasonable attorneys' fees and court costs, which result, in whole or in part, from any actual (a) breach by Undersigned of any provision of this Agreement, including without limitation any failure to comply with Undersigned's obligations to pay Fees, (b) act, failure to act, or negligence or other actionable fault on the part of Undersigned, its attendees, respective directors, officers, employees, agents or contractors, (c) incident indirectly or directly related to sexual misconduct or child abuse, or (d) death or injury to any person, or loss of the use of or damage to the

property of any person or entity, arising out of, related to or occurring during Undersigned's use, operation or occupation of the Field except any death, injury, loss or damage caused solely by the negligence or wrongdoing of the Club. Licensee also agrees to reimburse the Indemnitees for any and all expense and loss from damage to property owned by or in which the Indemnitees have any interest, which results, in whole or in part, from one or more of the foregoing causes. These indemnities shall apply notwithstanding the joint, concurring or contributory fault or negligence of the Indemnitees, and notwithstanding any theory of law including, without limitation, a characterization of the Indemnitees' negligence or other fault as either active or passive in nature. The expiration or termination of this Agreement shall not affect the continuing obligations of Licensee as an indemnitor hereunder

The Undersigned warrants and represents that it holds insurance providing primary coverage in favor of the Indemnitees 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) aggregate.

6. Force Majeure. If the 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 of any Use Fee payments made up to that point, except for the non-refundable Deposit, if a make-up date cannot be offered by MBBC.

7. 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.

8. 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.

9. 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.

10. 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 American Family 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.

By: _____
Authorized Signature

Printed Name of the "Undersigned"

Date