



Terms and Conditions of Event Agreement (Suite/Club Deck/Hospitality Area)

These Terms and Conditions are incorporated into and are a part of the Event Invoice(s) and Reservation Details to which they are attached and together with those documents create an agreement between the Customer identified in the Event Invoice ("Customer") and The Phillies (the "Event Agreement"). Any conflict between these Terms and Conditions and the Event Invoice shall be controlled by the latter. Customer and The Phillies, each intending to be legally bound by the Event Agreement, hereby agree as follows:

1. **License:** The Phillies hereby license to Customer the right to access and use the Suite or Club Deck or Hospitality Area (each an "Area") identified in the Event Invoice for the sole purpose of attending and watching a Philadelphia Phillies baseball game or such other event specified in the Event Invoice (the "Event") on the date(s) and times identified in the Event Invoice. Customer may not include more than the maximum number of guests stated in the Reservation Details and each guest must have a ticket for admission to the Event.

2. **License and Other Fees:** Customer will pay The Phillies the amount(s) stated in each Event Invoice on the due date(s) listed in the Event Invoice. Customer may reduce the amount of tickets on hold at the time of payment in full as long as the total number of tickets is not fewer than the minimum ticket purchase required for use of the Suite or Club Deck as applicable.

3. **Refunds or exchanges:** There will be no refund of any payment made nor any exchange of the License granted as part of the Event Agreement, except in the event that an official game is not played on the date scheduled because of the weather or other postponement or cancellation and either (a) the Customer is unable to use the Area for the rescheduled game or (b) the game is not rescheduled. If Customer seeks an exchange for a game that is cancelled or postponed before the gates to Citizens Bank Park open, Customer may reschedule the use of an Area for any other regular season home game in the same season (based on availability). If no other game date is available on an acceptable game date, Customer may exchange for a group ticket purchase for another game in the current regular season or receive a full refund minus the order charge. If Customer seeks an exchange for a game that is cancelled or postponed after the gates to Citizens Bank Park open, Customer may reschedule the use of an Area for any other regular season home game in the same season (based on availability). In such a situation, Customer will receive a credit in the amount of the base cost of tickets purchased for the cancelled or postponed game. Customer will need to repurchase food and beverage service and pay such other fees required for the use of the Area on the future date. If no other game date is available on an acceptable game date, Customer may use the credit toward another group ticket purchase for another game in the current regular season or receive a full refund of the amount of the credit, minus the order charge.

4. **Tickets:** Only persons with tickets for the Area may be in the Area as applicable at any time. The use of the Area by Customer and Customer's guests is subject to the terms and conditions printed on or accompanying each ticket. Customer shall itself and shall cause its guests at all times to (a) maintain proper decorum while using the Area; and (ii) observe all rules and regulations established from time to time by The Phillies and its concessionaires pertaining to the use of the Area. Notwithstanding anything in the Event Agreement to the contrary, The Phillies reserve the right to remove any person from the Area and/or from Citizens Bank Park at any time in its discretion.

5. **Food and Beverage:** As part of the license for use of an Area, Customer may select from a standard food and beverage package provided through ARAMARK Sports and Entertainment Services, LLC ("ARAMARK"), the cost of which is included in the amount stated in the Event Invoice. No food and beverages other than those purchased from ARAMARK or any other authorized concessionaire inside Citizens Bank Park may be brought into or consumed in the Area. The Phillies are not responsible for any food and beverage products or services provided and Customer waives any claim against the Indemnified Parties (as described below in section 7) for any damages or injury related to any act, error or omission by ARAMARK or any other authorized concessionaire inside Citizens Bank Park; however, ARAMARK shall not be included in the definition of Indemnified Parties solely for the purposes of the foregoing waiver to the extent that such damage or injury is caused by the sole negligence or willful misconduct of ARAMARK. The sales of alcohol in any Area may be prohibited if Customer or Customer's guests engage in inappropriate behavior, as determined by The Phillies or ARAMARK.

6. **Sponsorship, Signs and Banners, Intangible Property:** Customer may not, without the prior approval of The Phillies, which may be withheld in the discretion of The Phillies: (a) permit the Event to be sponsored by or otherwise identified with any third party; (b) place or allow any signs, banners or other displays in or near Citizens Bank Park, whether within or outside of the Area; or (c) use or permit the use of, in connection with the Event, by Customer or otherwise whatsoever, the name, logos, colors, uniforms, emblems, trade names, trademarks, service marks, domain names, designs, logos, mascots, characters, identification, symbols or other proprietary designs of The Phillies, Citizens Bank Park or Citizens Bank, whether in Event advertising, invitations, publicity or promotional materials, press releases, flyers, handbills, radio and television announcements or otherwise whatsoever (other than the use of the name Citizens Bank Park and its address as the location of the Event).

7. Customer Restrictions and Indemnification: Customer will not add to, delete from, move or change, the interior of the Area. Banners and signs may not be hung inside or outside the Area. No cans or bottles may be removed from the Area at any time or used in any way over the open-air portion of the ballpark's seating areas. Except for ordinary wear and tear, Customer will reimburse The Phillies and/or ARAMARK (as applicable) for the repair of any damage caused to the Area or to other property of The Phillies and/or ARAMARK (as applicable) caused by any act, error or omission of Customer or any guest of Customer. The Phillies and ARAMARK shall not be liable for any loss, damage or injury to any person or property of Customer or Customer's guests in or upon the Area, including but not limited to theft or vandalism, except to the extent caused by the sole negligence or willful misconduct of The Phillies and/or ARAMARK (as applicable). Customer, for itself and its guests, assumes all risks and dangers incidental to the use of the Area and to attending the Event, including but not limited to, the danger of being injured by balls, bat and other objects. Customer will indemnify, defend and hold **The Phillies, ARAMARK, Philadelphia Ballpark Concession Joint Venture, the City of Philadelphia, Philadelphia Authority for Industrial Development and Philadelphia Industrial Development Corporation and their respective affiliates, officers, partners, owners, employees, independent contractors and agents (collectively, the "Indemnified Parties")** harmless from each claim, liability, loss, cost and expense, including reasonable attorney's fees and court costs, related in any way to the use of the Area by Customer or Customer's guests or to any act, error or failure to act by Customer or any guest of Customer. In any case in which the claimant is a person directly or indirectly employed by Customer or anyone for whose acts Customer may be liable, the indemnification and defense obligations in this section shall not be limited in any way by any workers' compensation law or by any limitation on the amount or type of damages, compensation or benefits payable by or for Customer under workers' compensation laws, disability benefit acts or other employment benefit acts.

8. Miscellaneous: The Event Agreement shall be governed by Pennsylvania law (except that the following arbitration clause shall be governed by the Federal Arbitration Act) and any dispute, claim or cause of action arising out of or in any way related to the Event Agreement shall be settled by confidential, mandatory, final and binding arbitration held in Philadelphia and administered by the American Arbitration Association under its Commercial Arbitration Rules (including the Consumer Arbitration Rules if applicable). Any and all claims shall be arbitrated on an individual basis only and shall not be arbitrated as a representative member of a putative class or in a private Attorney General capacity or consolidated or joined with or in any arbitration or other proceeding involving a claim of any other party. BOTH PARTIES HEREBY WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL. The Event Agreement may not be amended except in a writing signed by both parties. Customer shall not assign or transfer any right or obligation under the Event Agreement to any third party, without obtaining the prior written consent of The Phillies. Neither the Area nor any ticket may be used in any sweepstakes, contest give-away or for advertising or promotional purpose without the prior written permission of The Phillies. Any purported sale, transfer or assignment in violation of the provisions of this section will be void and will constitute an event of default hereunder. The Phillies and ARAMARK shall not be liable for any losses or damages of any kind resulting from their respective non-fulfillment of any terms or conditions of the Event Agreement that is caused by fire, flood, an act of God, war, lockout, strike or other work stoppage, picketing, loss of power, burst pipes, law or any other cause that is beyond its reasonable control.

9. Insurance: X **Applicable.** If made applicable by a "v" or "x" being placed in this section 9, Customer will carry commercial general liability insurance from an admitted insurance carrier with an AM Best rating of A-8 or better, which shall provide coverage for Customer, with limits no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, including without limitation bodily injury, death, property damage and contractual liability (covering Customer's indemnification obligations set forth in Section 7 above), with such insurance being on an occurrence basis. **Such insurance shall name the Indemnified Parties as defined in section 7 above as additional insureds** and state that such insurance is primary and not contributive to any other insurance available to the additional insureds and shall provide for notice of cancellation or termination or reduction in the policy limits or any other material policy changes as provided for in the policy. Customer shall deliver to The Phillies, at least two (2) weeks before the Event, a Certificate of Insurance confirming the existence or issuance of such insurance. If Customer will use vehicles in connection with loading and unloading equipment for the Event, it also shall carry automobile coverage including owned, leased, hired and non owned vehicles with a Single Limit of \$1,000,000 per accident. No insurance required above shall contain a self insured retention or contain a deductible in excess of \$5,000. Satisfaction of any and all deductibles shall be the responsibility of Customer. **If this insurance provision is made applicable and Customer does not maintain such insurance, insurance can be made available to Customer through a MLB insurance program to cover the Event at reasonable prices.**

10. Limitation of Damages: Notwithstanding anything contained herein to the contrary, in the event of any claim by Customer against ARAMARK and/or The Phillies in respect of the Event Agreement or the services rendered by ARAMARK and/or The Phillies to Customer pursuant to the Event Agreement, ARAMARK and/or The Phillies' liability to Customer shall be limited to the actual, direct damages, if any, incurred by Customer; in all cases regardless of the basis upon which liability is asserted. Such remedies shall be the sole and exclusive remedies available to Customer with respect to ARAMARK's and/or The Phillies' services pursuant to the Event Agreement. In no event shall ARAMARK and/or The Phillies be liable to Customer for any lost profits or opportunity of Customer (regardless of whether ARAMARK and/or The Phillies is advised of same), consequential, special or punitive damages.

11. Third-Party Beneficiary: The Phillies and Customer hereby acknowledge and agree that ARAMARK shall be an express third-party beneficiary with respect to Sections 5, 7, 8, 9 and 10 hereunder. ARAMARK shall be fully authorized and empowered to enforce its rights hereunder and to pursue all available remedies in respect of such enforcement.