

## CHICAGO BEARS PERMANENT SEAT LICENSE TERMS & CONDITIONS

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These Permanent Seat License Terms & Conditions are between you and The Chicago Bears Football Club, Inc. (the “**Club**”) and govern the purchase and use by the person or entity identified in the Club’s records as the permanent seat license holder (“**Licensee(s)**”) of a license to those certain seats (“**Seats**”) designated in the Licensee’s account (“**PSL Account**”) for preseason, regular season, and post-season (playoff, excluding Super Bowl) Club games played at Soldier Field (the “**PSL**”).

Licensee agrees to the following terms and conditions, together with the General Ticket Terms (<https://www.chicagobears.com/tickets/terms-conditions>), the Code of Conduct (<https://www.chicagobears.com/game-day/az-guide#C>), the Club Privacy Policy (<https://www.chicagobears.com/about/privacy-policy>), the Season Ticket Holder Terms & Conditions (<https://am.ticketmaster.com/bears/seasonticketterms>), and any terms or policies of Soldier Field (collectively, these “**Terms**”). Licensee represents and warrants that Licensee is authorized to agree to these Terms on behalf of such Licensee or the entity purchasing the PSL (if not an individual).

**ALL LICENSEES ARE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE THE PSL.**

### 1. Grant of License

A PSL is a limited license issued by the Club for Seats to Club games played during the National Football League (“**NFL**”) season at Soldier Field during a certain time period as set forth in the PSL Account. Each PSL relates to a specific Seat to be located in a certain Zone of Soldier Field as designated in PSL Account.

Upon payment in full of all fees (at the times and in the manner specified herein), the Club hereby grants to Licensee, and Licensee hereby accepts, a PSL for each of the Seats as set forth in the PSL Account for the period as set forth in the PSL Account.

### 2. No Ownership

A PSL does not grant or provide Licensee with any ownership or other equity interest in Soldier Field, the stadium grounds and surrounds, any lakefront improvements, or the Club. The rights licensed under these Terms are revocable rights of personal privilege and do not confer upon Licensee any interest in real property, personal property, or any leasehold interest in the Seat to which the PSL applies or Soldier Field. Licensee's relation to the Club is that of licensee and licensor only.

A PSL does not grant or provide Licensee with any rights to any other events held at Soldier Field. Licensees who have a PSL and Season Tickets for Seats located in the Club Level may be offered opportunities to purchase tickets for certain other events held at Soldier Field at the discretion of Soldier Field’s venue management company and/or Chicago Park District.

Licensee acknowledges and agrees that all PSLs (and their corresponding Season Tickets) shall remain limited by and subject to the Club’s rights and obligations under the Permit and Operating Agreement by and between the Club and the Chicago Park District.

### 3. Tickets

In consideration of the PSL, Licensee shall have the right to license Season Tickets from the Club. A “**Season Ticket**” consists of separate, limited and revocable licenses issued by the Club for Seats to each game played during the applicable NFL season at Soldier Field. If Licensee exercises its right to license Season Tickets, the Season Ticket Holder Terms & Conditions will also apply to Licensee.

**LICENSEE SHALL HAVE NO RIGHT TO ENTER SOLDIER FIELD OR TO ATTEND CLUB GAMES WITHOUT PURCHASE OF A TICKET FOR SUCH GAME.**

Licensee acknowledges and agrees that the Club is solely responsible for the sale of Season Tickets and that Licensee's sole recourse for any failure or refusal of the Club to sell Season Tickets to Licensee shall be against the Club only. In no event shall the Club be liable to Licensee for damages or other monetary obligations in excess of the fees paid by Licensee. Licensee's sole remedy shall be recovery of such damages, and Licensee shall not be entitled to specific performance or similar remedies.

### 4. Termination

Licensee expressly acknowledges and agrees that Licensee's right to license a Season Ticket for each Seat to which a PSL applies is expressly conditioned upon (i) Licensee's PSL(s) being in effect for the season in question and (ii) compliance with these Terms, including, for clarity, the Season Ticket Holder Terms & Conditions, as well as any other requirements established by the Club.

The Club has the right to terminate a PSL without notice in any of the following events: (a) Licensee’s failure to purchase and pay for Season Tickets during any given season, including any post-season games; (b) Licensee’s or any of Licensee's invitees’ failure to follow all laws, ordinances, rules and regulations applicable to attendance by ticket holders (which specifically includes the General Ticket Terms (<https://www.chicagobears.com/tickets/terms-conditions>)); (c) the Club’s revocation of Season Tickets licensed by Licensee for cause and/or Licensee’s violation of the Season Ticket Holder Terms & Conditions; or (d) at the end of the final Club home game of the season.

Upon the termination of a PSL, all rights of Licensee set forth in these Terms terminate, and Licensee shall forfeit any PSL fees previously paid. Any such terminated PSL may be re-licensed to another individual or entity with no further obligation to Licensee. In accordance with the Season Ticket Holder Terms & Conditions, the Club retains the exclusive right to offer for license and the

exclusive right to terminate the license to Licensee of any Season Tickets associated with a PSL that has been terminated.

## **5. Fees**

Licensees may pay for the PSL by a valid credit or debit card (together with any replacement cards, the “**Card**”) or by certified check. Licensee consents and agrees that if they put a Card on-file with the Club, the Club is authorized to charge the Card in the amounts and on the dates as set forth in an invoice and/or as set forth in the PSL Account (a “**Due Date**”). These Terms constitute Licensee’s preauthorization for the Club to charge Licensee’s Card in accordance with the terms herein and Licensee acknowledges and agrees that no further authorization shall be required for the collection of any payments under these Terms. Any past due amounts, including processing fees, tax or governmental charge imposed on the PSL (or the licensing thereof) will be added to the total fees charged to the Card. Licensee hereby consents to electronic receipt of disclosures from the Club. All payments must be received, or funds must be available for automatic charge to the Card, by the Due Date.

Except as expressly stated herein, payments made in connection with PSLs are non-refundable, whether made online, in-person, or otherwise. If a PSL is revoked by the Club without cause, Licensee’s exclusive remedy shall be a refund of any amounts paid for which no corresponding tickets have been provided, which refund determination shall be made by the Club in its sole discretion. “Cause” shall include, but is not limited to, non-payment of amounts due to the Club hereunder, or violation of these Terms.

At the option of Club, any sales, use, service, amusement or other tax or governmental charge imposed on the PSLs or the sale thereof or of Season Tickets to Licensee may be added to the fees charged to Licensee.

## **6. PSL Account Transfer Restrictions**

Subject to restrictions established by Licensor from time to time, Licensee may transfer a PSL by gift, bequest or otherwise. If Licensee wishes to transfer a PSL, the Permanent Seat License Transfer Terms provided by the Club will apply and a transfer fee will be charged. If Licensee needs to transfer or cancel the PSL, please contact the Club Ticket Office at (847) 615-2327.

Once a Licensee (the “**Transferor**”) transfers a PSL to a new party (the “**Transferee**”), the Transferor will no longer have any rights associated with the Seat or the PSL. No transfer of a PSL will be complete until the Transferee has assumed all obligations of Licensee, Licensee has paid the transfer fee to the Club, and the transfer has approved in writing by the Club. No PSL may be mortgaged, pledged, or otherwise encumbered other than with respect to a purchase money lien or security interest incurred in connection with acquiring the PSL being pledged.

## **7. Club Rights**

The Club hereby reserves the following rights in addition to any rights it might have at law or under the terms of these Terms: (a) the right to limit the number of PSLs licensed to any one individual or entity; (b) the right to check Licensee's creditworthiness, and to refund Licensee's deposit and terminate these Terms without further obligation to Licensee if the Club determines that Licensee's credit is not satisfactory to permit Licensee to fulfill its obligations under these Terms, or for any other reason satisfactory to Licensor; (c) the right to pledge, encumber, assign, sell or otherwise transfer its rights and interests hereunder; and all rights and interests associated with the Club’s use of Soldier Field.

## **8. Default by Licensee**

In the event Licensee fails to pay all fees by the applicable Due Date or otherwise violates these Terms, the Club shall notify Licensee of such default, and at the Club’s sole option, either: (a) terminate these Terms (resulting in Licensee’s forfeiture of the PSL(s) and all PSL fees previously paid by Licensee), and Licensee shall remain liable for all losses suffered as a result of such default, or (b) enforce these Terms and all remaining amounts due or otherwise owing to the Club may be accelerated and become immediately due and payable by Licensee.

Upon default, Licensee shall be liable to pay all reasonable attorneys' fees and court costs incurred in collection of monies owed by Licensee. The foregoing remedies shall not be to the exclusion of any right or remedy set forth in these Terms or otherwise available in law or in equity.

Any fees not paid by Licensee by the Due Date(s) shall bear interest accruing from such date at the rate of 15% per year or the highest rate permitted by law, whichever is less. The Club reserves the right to pursue any remedy available to it under these Terms. Without limiting the foregoing, the Club shall have the right to terminate the sale of Season Tickets to any Licensee in default under these Terms, revoke any Season Ticket theretofore sold to Licensee, and deny Licensee and its invitees access to the Club home games.

## **9. Representations of Licensee.**

Licensee hereby represents and warrants as follows: (a) Licensee has read and understands the terms of these Terms; (b) Licensee is not acquiring the PSL as an investment and has no expectation of profit as a licensee of the PSL; (c) Licensee is acquiring the PSL for Licensee's own personal use and not with intent to distribute the PSL to others; and (d) Licensee is acquiring the PSL solely for the right to purchase Season Tickets to the Club home games at Soldier Field.

## CHICAGO BEARS SEASON TICKET HOLDER TERMS & CONDITIONS

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These Season Ticket Holder Terms & Conditions are between you and The Chicago Bears Football Club, Inc. (the “**Club**”) and govern the license and use by the person or entity identified in the Club’s records as the season ticket account holder (“**STH(s)**”) of tickets for those certain seats (“**Seats**”) designated in the STH’s account (“**Season Ticket Account**”) for preseason and regular season Club games played at Soldier Field.

STH agrees to the following terms and conditions, together with the General Ticket Terms (<https://www.chicagobears.com/tickets/terms-conditions>), the Code of Conduct (<https://www.chicagobears.com/game-day/az-guide#C>), the Club Privacy Policy (<https://www.chicagobears.com/about/privacy-policy>), Invoice (defined below) terms, and any terms or policies of Soldier Field (collectively, these “**Terms**”). STH represents and warrants that STH is authorized to agree to these Terms and perform its obligations under these Terms.

**ALL STHS ARE BOUND BY THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT PURCHASE SEASON TICKETS.**

### Season Ticket Accounts

A Season Ticket Account consists of separate, limited and revocable licenses issued by the Club for Seats to each game played during the applicable National Football League (“**NFL**”) season at Soldier Field. Each ticket covered by or otherwise licensed pursuant to this STH license shall be referred to herein as “**Season Ticket(s)**” and only permits the bearer the right to attend the specific game and occupy the specific Seat identified on such Season Ticket. Season Tickets and any and all other benefits or privileges of being a STH, including but not limited to, invitations to STH events, shall be referred to herein as “**STH Experiences**”. The Season Tickets are owned by the Club. The Season Tickets and all STH Experiences are licensed solely to the STH. All other rights and licenses are reserved in whole by the Club.

There are two types of Season Tickets that you may be eligible to purchase. The first type of Season Tickets is those that are purchased with a Permanent Seat License (“**PSL Season Tickets**”) which are subject to the Permanent Seat License Terms and Conditions (<https://bears.strmarketplace.com/Images/library/chicago-bears/psl-terms-conditions.pdf>). The second type of Season Tickets are not purchased with a PSL (“**Non-PSL Season Tickets**”). Non-PSL Season Tickets are offered at the discretion of the Club annually. They are not transferable as a package to any other person or entity and the Season Ticket Account may not be changed to the name of another person or entity. See Section 8 below, for more information on transfers. One person or entity’s payment for a Season Ticket Account that does not bear their name does not give that person or entity any ownership or other rights in such Season Ticket Account. For purposes of clarity, Non-PSL Season Tickets may be individually resold on the NFL marketplace on a game-by-game basis. Non-PSL Season Ticket holders may not hold more than twelve (12) Seats per household. Any Non-PSL Season Ticket Accounts found to have exceeded that limit may be cancelled partially or in their entirety by the Club in the Club’s sole discretion.

### Additional Terms & Conditions

Season Ticket Accounts are subject to additional terms, conditions and policies, including those linked to above and herein, as well as any other terms of policies that the Club implements publicly from time-to-time. The current policies may be modified and supplemented at any time by the Club in its sole discretion with or without notice and are effective when posted. STH should not rely upon or have any expectation that policies presently applicable to Season Ticket Accounts will continue to apply in the future.

By purchasing Season Tickets, you will be automatically enrolled to receive email communications from the Club and our partners that relate to the Club and/or potential STH Experiences. STH may opt out of receiving emails by clicking on the opt-out or “unsubscribe” link included in the e-mails you receive. Your opt-out request will not apply to messages that are not promotional in nature. For example, the Club may contact you concerning any purchases you have made with us, even if you opt out of receiving promotional messages.

### Payment Terms

#### 3.1 Non-Refundable

Except as expressly stated herein, payments made in connection with Season Ticket Accounts are non-refundable. If a STH’s Season Ticket Account is revoked by the Club without cause, STH’s exclusive remedy shall be a refund of any amounts paid for which no corresponding Season Tickets have been provided, which refund determination shall be made by the Club in its sole discretion.

#### 3.2 Automatic Renewal, Right to Cancel

The Club will issue STH an invoice or account statement (“**Invoice**”) for STH’s Season Tickets. STH shall have a stated period to notify the Club that STH wishes to cancel the Season Ticket Account (the “**Opt-Out Period**”). The Club will make commercially reasonable efforts to make the Opt-Out Period at least fifteen (15) days. To cancel your Season Ticket Account, you must notify the Club in one of the below two (2) ways:

**In Writing:****Via Email:**

Chicago Bears Ticket Office

Ticket.office@bears.nfl.net

Attn: Season Membership Cancellations

Cancellation email must be sent from the email address associated with the Season Ticket Account and must include a copy of STH's valid driver's license (if applicable) within the cancellation email.

Halas Hall

1920 Football Drive

Lake Forest, Illinois 60045

Regardless of the method used, the Club reserves the right to verify the identity of the sender. STH agrees to respond to any correspondence from the Club in a timely manner. Failure of the STH to respond to any correspondence from the Club in accordance with any provided deadlines will result in Season Ticket Account closure and forfeiture of Season Tickets without remedy by the STH.

**THE FINAL DEADLINE TO RENEW YOUR SEASON TICKET ACCOUNT WILL BE PUBLISHED ON THE CLUB'S WEBSITE AND/OR EMAILED TO YOU AT THE EMAIL ADDRESS ASSOCIATED WITH THE SEASON TICKET ACCOUNT.**

**3.3 Payment Due Dates**

A STH may elect to pay for the entirety of the Season Tickets at one time (the "**Annual Plan**") or they may elect to pay for the entirety of the Season Tickets over a certain period through four (4) separate payments (the "**Installment Plan**"). Further details of payment plans, fee due dates ("**Due Date**") and amounts due will be set forth on the Invoice. Payment plans and their terms and Due Dates are subject to change in the Club's sole discretion. The Club reserves the right to require any STH to pay the total amount due in-full at any time. Payment plans are offered in the sole discretion of the Club and there is no guarantee that payment plans will be offered in the future.

**3.4 Payment Methods**

STHs may pay for the Season Tickets by a valid credit or debit card (together with any replacement cards, the "**Card**"), ACH (Automated Clearing House) transfer, or by certified check. STH consents and agrees that if they put a Card on-file with the Club, the Club is authorized to charge the Card in the amounts and on the Due Dates as set forth in STH's Invoice. These Terms constitute STH's preauthorization for the Club to charge STH's Card in accordance with the terms herein and acknowledges and agrees that no further authorization shall be required for the collection of any payments under these Terms. Any past due amounts, including processing fees, due under these Terms shall be added to the total fees charged to the Card. STH hereby consents to electronic receipt of disclosures from the Club. All payments must be received, or funds must be available for automatic charge to the Card, by the dates listed in the Invoice.

STHs who have elected the Annual Plan will be charged the amount on the Invoice in-full on or before the Due Date on the Invoice. STHs who elect the Installment Plan will be charged the four (4) separate amounts on (a) the date on which the STH elects the Installment Plan and (b) three (3) other Due Dates listed on the Invoice. Season Tickets for STHs who elect the Installment Plan will not be released to the STH unless and until all fees have been paid in full.

**Default**

Each STH Experience is a separate, limited and revocable license from the Club to the STH. Failure by the STH to comply with these Terms, including without limitation, failure to make payment(s) or make funds available for automatic charge hereunder when due, shall cause the STH to lose its STH Experience rights. If STH defaults on or breaches these Terms, the Club, at its option, may do any or all of the following: (a) suspend Season Tickets and the other rights granted to STH hereunder without reducing or suspending the Season Ticket fees, (b) accelerate all Season Ticket fees due for the current NFL Season so that they are immediately due and payable, (c) upon written notice to STH, cancel the Season Ticket Account (thus permanently terminating STH's right to use the Season Tickets and any other STH Experiences provided under these Terms), or (d) pursue any other right or remedy available to the Club at law or in equity. Whether or not STH's right to use the Season Tickets is terminated by the Club, the Club may recover damages from STH's breach or default. If STH's right to use the Season Tickets is terminated, STH will still be liable to the Club for damages and the Club may take exclusive possession of the Season Tickets without liability to STH for damages of any kind.

**Billing & Account Information**

STH shall be solely responsible for maintaining the Card so as to enable the Club to receive the payments when due. Should the Card be suspended or terminated, STH will promptly provide the Club with another Card to which such payments can be charged. STH will

maintain accurate billing information with the Club at all times (including, but not limited to, mailing address, phone number and email address). STH may not use any false or misleading information relating to the STH or the Season Ticket Account. The Club reserves the right, at any time, to verify STH's identity and/or details relating to STH's Card or billing information. If the Club identifies misleading information, fraud or inconsistencies in STH's Account, the Club may terminate STH's Season Ticket Account in their sole discretion.

#### Revocable License

STHs are valued customers of the Club, and the Club will diligently attempt to accommodate them. However, the opportunity to establish Season Ticket Accounts and purchase Season Tickets from year-to-year is a privilege granted by the Club in its sole discretion and which may be revoked by the Club at any time with or without cause. Neither a Season Ticket Account, nor the opportunity to establish a Season Ticket Account, constitutes any form of legal, equitable, prescriptive, personal, or contractual property right under state statutory or common law or under the United States Bankruptcy Code. STH should not form any expectations or rely upon their ability to renew a Season Ticket Account or purchase Season Tickets for any given season. The location of the Seats for Season Tickets in a Season Ticket Account is determined by the Club in its sole discretion and may change from year-to-year.

#### Prohibited Resales

In-person resale of Season Tickets is not permitted in and around Soldier Field and may result in fine or arrest. Violation of these restrictions may result in termination of the related Season Ticket Account.

#### Season Ticket Account Transfer Policy; Account Consolidation

Non-PSL Season Ticket Accounts are nontransferable, with no exceptions. In the event of a death of an individual STH that holds Non-PSL Season Tickets, such Non-PSL Season Ticket Account shall be deemed to be automatically cancelled, forfeited and returned to the Club. In the event an STH that holds Non-PSL Season Tickets is an entity, and such entity becomes insolvent, bankrupt, makes a general assignment for the benefit of creditors, or commences or has commenced against it any proceeding seeking liquidation, reorganization, administration, winding-up, dissolution, bankruptcy, receivership, or other similar relief under any law relating to insolvency or the protection of creditors, then in each case, such Non-PSL Season Ticket Account shall be deemed to be automatically cancelled, forfeited and returned to the Club. Any such entity that holds Non-PSL Season Tickets is also prohibited from transferring such Non-PSL Season Ticket Account to any affiliate, parent or subsidiary of such entity.

If you hold PSL Season Tickets and wish to transfer such tickets, you must follow the Permanent Seat License Terms and Conditions and the Permanent Seat License Transfer terms. In the instance of death of an STH that holds PSL Season Tickets, please contact the Club Ticket Office at (847) 615-2327.

A Season Ticket Account may not be registered or held in the name of a trust. A single individual or legal entity may not hold more than one Season Ticket Account. The Club reserves the right, in its sole discretion, to consolidate multiple accounts of a STH into a single Season Ticket Account.

#### Revocation of Season Ticket Accounts

A Season Ticket license is intended for personal use of Season Tickets. The Club reserves the right to monitor account activity and revoke any Season Ticket and Season Ticket Account without refund, or take any other action described in Section 4 above, as a result of, without limitation, (a) violation of, or conduct undertaken with the intent to circumvent, any provision of these Terms, (b) violation of applicable law or any of the other policies of the Club or Soldier Field, (c) any form of fraudulent activity or activity that creates a potential for fraud, (d) the purchase of Season Tickets for the primary purpose of resale on the secondary market or excessive electronic Season Tickets transfers inconsistent with personal use, (e) sharing ticketing account login information or passwords, (f) allowing anyone other than the STH and persons accompanying STH to enter Soldier Field, (g) if STH's Permanent Seat License is revoked or cancelled, (h) the use of Season Tickets for prizes or sweepstakes, contests or promotions without the express written consent of the NFL and the Club, or (i) STH acting in an abusive, harassing, or offensive manner, or displaying discourteous or rude behavior toward Club employees, staff or representatives. STHs are responsible for any liability or damages caused by their conduct as well as the conduct of anyone else using the STH's Seats. Violations of the Code of Conduct or the law by anyone using the Season Tickets will be deemed to be a breach of these Terms by the STH, and may result in the termination of the Season Ticket Account.

#### Digital Tickets

The type of Season Tickets (whether hard copy, digital, or mobile-based) and delivery method of all Season Tickets shall be determined by the Club (or its partners, affiliates and/or licensees) in its sole discretion. In order to receive Season Tickets, STH must have a valid Ticketmaster account. Exceptions to this policy may be granted by the Club in their sole discretion. Exceptions will not be considered for any STH with any history of (a) duplicate tickets having been presented to the same Seat at an event, or (b) having been ejected from the STH's Seats for violating the Code of Conduct. The concealment of multiple accounts by a STH is a violation of these Terms and may result in the termination of the Season Ticket Account.

#### Post-Season & International Tickets

STHs are not automatically offered tickets to post-season games or international games. STHs in good standing may be offered the opportunity to purchase post-season tickets in the same Seat as their Season Tickets. If more than one post-season game is held at

Soldier Field, STH must purchase all tickets offered; post-season tickets may not be purchased “by-game”. All post-season tickets purchased by STH shall be subject to these Terms.

If the Club is selected to play an international game, STHs in good standing may be offered the opportunity to purchase international tickets at the location of the game. The opportunity to purchase post-season or international tickets is a privilege which may be offered only to STHs whose Season Ticket Accounts are and remain in good standing. The opportunity to purchase may be revoked at any time by the Club in their sole discretion. A STH’s opt-in to purchase post-season or international tickets and/or acceptance by the Club of any payment therefor is entirely at the Club’s discretion. The Club may refuse to deliver post-season or international tickets, or may subsequently cancel post-season or international tickets previously delivered, to any STH whose Season Ticket Account does not remain in good standing, or if STH violates these Terms. In such case, the STH’s sole remedy for such revocation or cancellation is a refund of the amounts paid, if any, for such post-season or international tickets not delivered or later cancelled. International game dates, times, locations and their impact on the Club’s game schedule and/or number of home games at Soldier Field are all subject to change at the NFL’s sole discretion. If a Club is selected to play an international home game that reduces the number of home games at Soldier Field during a given season, any STHs who have already paid in full for that season shall be entitled, at the Club’s discretion, to either (a) a refund of the amount corresponding to the home game(s) not played at Soldier Field, or (b) a credit in the same amount, which may be applied to future payments on the STH’s Season Ticket Account. STH acknowledges and agrees that neither the Club, nor the NFL, is under any obligation to provide a minimum number of home games for STH and that the Club, and its game schedule, is subject to the NFL’s determination.

If you hold PSL Season Tickets, there are additional terms and conditions that apply to your purchase of post-season tickets. Please review the Permanent Seat License Terms and Conditions for more information.