

**Draft term sheet – proposed agreement regarding music performances at Wrigley Field**

- Parties to the Agreement are the Chicago Cubs (and its successors), Lake View Citizens' Council and City of Chicago. The Agreement will be binding on all parties. Where necessary, relevant terms will be made part of the Neighborhood Protection Ordinance exemption allowing concerts at Wrigley Field.
- Proposal covers 2007-2011.
- Music Performances or other non-baseball, for profit events with attendance greater than 10,000 would occur on no more than two Nights in any calendar year unless otherwise agreed.
- No Performances on Friday or Saturday Nights (as defined in City ordinance), except:
  - on weekends where Friday or Monday is a federal holiday (Performance cannot be on July 3 or 4); and,
  - in 2007 only, on July 6-7, 2007 (weekend after Fourth of July holiday), provided following completion of such Performance, Cubs provide \$25,000 to LVCC for operating funds and \$25,000 to be used as a project grant(s) as directed by Cubs with input from LVCC; and,
  - if Cubs' baseball schedule allows no other possible date (including necessary set-up and restoration time of 10 days total) and Cubs provide an additional \$50,000 to be used as a project grant(s) for a project identified at the direction of the community; and,
  - if approved in advance by City of Chicago and LVCC board of directors with at least 120 days advance written notice.
- Exterior neighborhood protections as any Cubs game, including but not limited to:
  - Bike corral.
  - Remote parking lot.
  - Litter and trash pick-up.
  - Hotline.
  - Portable restrooms.
  - Traffic aides.
- Capacity limited to the same as a baseball game.
- Performance to end no later than 10:30 pm (gates open about 4:30 pm).
- Sound checks to conclude no later than 8 pm for weeknight Performances, 9 pm for weekend Performances.
- Advertising and promotion for "no tailgating" notice & info on public transportation.
- Beer and other alcoholic sales stopped 30 minutes prior to end of performance on weekends and 9:20 on other nights.
- \$150,000 to community per calendar year if there are any Performances during the calendar year – the proceeds of which shall be used for community within the boundaries of Diversey, Montrose, Damen and Lake Michigan. No indexing for first two years; then beginning in 2009 the contribution amount will increase or decrease by the amount in which the average ticket price for the Performance varies from \$110, not including suites or premium seating (in other words, if average ticket price is 5% above \$110, then the \$150,000 contribution shall increase by 5%). In

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no event shall the increase or decrease result in a payment of more than 10% above or below \$150,000.

- Performer must be on list of performers provided by Cubs on 1-5-07. If not on the list, Cubs may request approval, but approval in this case may only be granted by City of Chicago after community meetings and input of Lake View Citizens' Council.
- Minimum of 2,500 tickets set aside for purchase by neighborhood residents who reside in either 60613, 60614, 60640 or 60657 (total of both shows) made available for sale to the neighborhood. Cubs will notify residents of the rules for distribution of these tickets as early as possible and no later than the date tickets go on sale to the general public. Ticket distribution subject to reasonable rules set by Cubs (e.g., number of tickets allowed per person, time of the sale, requirement to have credit card with billing address in the neighborhood, seating locations, etc.).
- Cubs to play one less Night Game the year of the Performance or the following year where there is a Performance the prior year.
- Work with CPD to close Waveland and Grace to westbound traffic after a Performance.
- Cubs to provide "Hospitality Force" of private security in the neighborhood until three hours after Performance ends or 1 a.m., whichever is later.
- Sound levels to be measured and discussed to gain a better understanding of issues and options for directional control.
- Discussions to be held with CPD regarding keeping some additional police in place for the Performance in place until after local bars close or 1 am, whichever is later.
- No LVCC Music Fest to be held through 2011, except: (a) in years where there is no Performance; or (b) if LVCC Music Fest takes the place of another fest which existed in the summer of 2006 (in other words, so there is no additional weekend fest added); or (c) if LVCC Music Fest takes place west of Ashland Avenue, subject to City permits and applications.
- Joint Cubs Charities – LVCC Night at Wrigley event to be held each year, regardless if there is a Performance, as long as Cubs were permitted the opportunity for a Performance and chose not to.
  - Date to be as consistent as possible given Cubs schedule (current thinking is a Saturday in August).
  - Cubs and LVCC to jointly promote, sell tickets, etc.
  - 300 persons anticipated; 500 max.
  - All net proceeds and costs to be split evenly between Cubs Charities and LVCC.
  - Cubs will donate use of Wrigley Field at no cost - allowing fans on field, dugout and concourse (or in locker rooms if rain), subject to Wrigley Field terms and conditions.
  - Cubs to contribute silent auction item(s).
- After 2011, the Agreement will renew automatically from year to year unless cancelled on or prior to October 1 of the previous year (e.g., prior to October 1, 2011, to cancel for 2012).

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