

2024 Baseball Season

CLEVELAND GUARDIANS GROUP TICKET SALES AGREEMENT

This Cleveland Guardians Group Ticket Sales Agreement (the “**Agreement**”) is entered into between the purchaser of Cleveland Guardians group tickets (“**Group Tickets**”) on behalf of himself/herself and the representative entity or group of people (collectively the “**Group**”), and the Cleveland Guardians Baseball Company, LLC (“**Cleveland Guardians**”).

In consideration of the promises and mutual covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. The purchase of Group Tickets to Progressive Field (“**Ballpark**”) shall require the execution of this Agreement and the placement of a Group Ticket deposit (“**Deposit**”). Except as specified herein, the Deposit shall be non-refundable and non-transferable.
2. Group Ticket seat locations, pricing and game date(s) are subject to availability. Additional Group Tickets may be added to an original reservation at a later date, subject to availability. Since Cleveland Guardians individual game tickets are dynamically priced, Group Tickets reserved at a later date may be priced differently than those Group Tickets previously reserved.
3. Full payment for Group Tickets is required at least thirty (30) days in advance of the Group outing. In the event Group Tickets are reserved within thirty (30) days from the date of the Group outing, then full payment is required at the time of the reservation. All payments for Group Tickets must be made through the Cleveland Guardians Group Sales Department.
4. Group Ticket sales are final and no refunds or exchanges will be made, except as expressly provided in this Agreement or pursuant to the Cleveland Guardians Ticket Terms and Conditions located at www.cleguardians.com. If the Ballpark gates open for the scheduled game date event, then food will be served for the picnic areas, Club seating and Private Suites, rain or shine.
5. Each Group Ticket is a limited, revocable license (the “**Revocable License**”) granted by the Cleveland Guardians to attend the baseball game at the Ballpark listed on the applicable Group Ticket. Notwithstanding any other provision of this Agreement, the Group acknowledges and agrees that this Agreement and the Revocable License may be terminated by the Cleveland Guardians at any time with or without cause in the sole discretion of the Cleveland Guardians. Any Deposit or Group Tickets purchased will be refunded in the event the Cleveland Guardians terminate this Agreement pursuant to this Section 5, unless such termination results from the Group’s material breach of this Agreement.
6. The Cleveland Guardians may change the location of your Group Tickets to another location in the Ballpark comparable to or better than the location originally reserved if the reserved location is unavailable for any reason, or any safety or public health restrictions or requirements (“**Public Health Regulations**”) are instituted that limit the availability of seating in the location. The Cleveland Guardians have the sole discretion to determine whether alternative seating locations are “comparable to or better than” the Group Tickets seating locations initially purchased.

7. A Group representative (“**Group Account Holder**”) will have the option to manage the Group Tickets digitally through a My Guardians Tickets Account (“**Group Account**”), or may choose to have the Group Tickets printed by the Cleveland Guardians for an additional service and handling fee. The Cleveland Guardians reserve the right to set a limit on how many Group Tickets a Group may purchase.

8. The terms and conditions applicable to the Group Tickets and the Group Account include those provided:

- a. in this Agreement;
- b. on each Group Ticket (which are incorporated by reference in this Agreement);
- c. on the Cleveland Guardians website at www.cleguardians.com;
- d. on any signage at the Ballpark; and
- e. orally or in writing by authorized Cleveland Guardians or Ballpark personnel.

The Cleveland Guardians reserve the right to amend or supplement the terms and conditions contained in this Agreement by (i) providing written notice to the Group Account Holder or (ii) posting such revisions or amendments to the terms and conditions on www.cleguardians.com when adopted by the Cleveland Guardians. It is the responsibility of the Group to read and comply with all information. The Cleveland Guardians are not responsible for problems, losses or inconveniences experienced because a Group did not read information regarding the Group Account or this Agreement, or because the information was mailed to a former or incorrect physical or e-mail address.

9. Group Accounts shall not be assigned or transferred in any manner without the express consent of the Cleveland Guardians. In the event of any purported transfer, offer of transfer, or attempted transfer of a Group Account, the Cleveland Guardians have the right, but not the obligation, to terminate this Agreement and the Group Account by providing written notice to the Group. Only the Group Account Holder of record is allowed to make any changes to the Group Account. The Group Account Holder or other Group representative should contact the Cleveland Guardians by mail or phone if contact information changes. The Cleveland Guardians reserve the right to require any representative of the Group to provide proof of identity and authorization to act before making any Group Account changes.

10. By attending any Cleveland Guardians baseball game, each holder of a Group Ticket (“**Group Ticket Holder**”) assumes all risk and danger incidental to the baseball game, and all other activities, promotions or events at the Ballpark before, during or after the baseball game, including, but not limited to, the danger of being injured by equipment, objects or persons entering spectator areas. Use of each of the Group Tickets shall also be subject to any and all Public Health Regulations, including COVID-19 or other infectious and/or communicable diseases, viruses, bacteria, and/or illnesses. An inherent risk of exposure to COVID-19 and other diseases, viruses, bacteria and illnesses exists in any public place regardless of precautions that may be taken. By using an admission ticket to access the Ballpark, each Group Ticket Holder agrees to assume all risks associated with COVID-19 and other infectious and/or communicable diseases, viruses, bacteria or illnesses, and agrees to all other terms and rules set forth or referenced herein.

11. By attending the baseball game, each Group Ticket Holder further acknowledges that his/her attendance at the baseball game and all game events are voluntary, and therefore releases, to the furthest extent permitted by law, the Cleveland Guardians, Gateway Economic Development Corporation of Greater Cleveland, Tickets.com, and all entities and affiliates associated with Major League Baseball (“**MLB**”) together with their respective agents, players, officers, employees and owners for injuries or loss of personal property resulting from all risk and danger incidental to the baseball game and the risks or any incidents associated with crowds of people, including illness.

12. Group Tickets are intended for those individuals identified as members of the Group or associated with the Group. The Cleveland Guardians reserve the right to revoke or terminate the Revocable License granted through the Group Tickets without any refund or compensation if in the Cleveland Guardians sole discretion, the Group, the Group Account Holder or a Group Ticket Holder violates any of the applicable terms and conditions of this Agreement or otherwise acts in any manner that could negatively affect the experience of any other person at the Ballpark. Neither the Group Ticket nor this Agreement confers any property right to the Group or the Group Ticket Holder.

13. Group Tickets are not available to ticket brokers or ticket resellers. The sale, attempted sale or transfer in some other manner of Group Tickets above face value, as established by the Cleveland Guardians, or similar commercial activities involving the brokering or reselling of Group Tickets is prohibited. Any sale, attempted sale or otherwise transfer of Group Tickets above the face value of the Group Ticket shall constitute a material breach of this Agreement. In addition to the terms set forth herein, Group Tickets shall not be transferred, resold or offered for resale in a manner or at a price in violation of any existing law or regulation.

14. Without the express, written consent from the Cleveland Guardians, the Account and Group Tickets obtained by the Group shall not be used for advertising, promotion (including contests and sweepstakes), or other trade or commercial purposes.

15. The Cleveland Guardians expressly reserve the right to:

- a. change Group Ticket and/or Account policies and prices at any time and for any reason;
- b. charge an administrative fee in connection with any reissuance of any Group Tickets that are lost or stolen or any approved correction or change to the Group Account information; or
- c. refuse to sell future Group Tickets to any individual or entity, including, but not limited to, individuals or entities who:
 - i. fail to comply with any applicable payment deadline or other condition or restriction;
 - ii. transfer, sell, or attempt to sell Group Tickets in violation of the terms set forth in this Agreement; or
 - iii. engage in, or permit the use of their Group Tickets by any person who engages in, conduct prohibited by Cleveland Guardians or Ballpark policies;

16. The Cleveland Guardians reserve the right to suspend, modify, replace and/or cancel the Group Account at any time in its sole discretion. Any errors or mismanagement of the Group Account by the Group or a Group member shall not be the responsibility of the Cleveland Guardians. The Cleveland Guardians are not responsible for lost Group Tickets, stolen Group Tickets, or Group Tickets left at another location. Group Tickets may be replaced at the sole discretion of the Cleveland Guardians who may impose an additional cost. Stolen Group Tickets will be replaced only upon written request made by the Group, accompanied with a police report identifying the theft of the Group Tickets. In the event the Cleveland Guardians replace any Group Ticket, the replacement Group Ticket will be honored over the original Group Ticket in all cases and the original Group Ticket will be null and void.

17. All pre-game or post-game events at the Ballpark, including but not limited to, pyrotechnic displays, post-game concerts or other promotions are subject to cancellation and no part of the Group Ticket purchase price will be refunded in the event of such cancellation.

18. Each Group Ticket Holder understands and agrees that all belongings may be searched upon entry or at any time while inside the Ballpark, and any prohibited item may be confiscated. Each Group Ticket Holder further understands and agrees to entrance screening for health purposes, as well as to health-related conditions for attendance that are now or may later be established, including any requirements pertaining to the wearing of masks and/or social distancing pursuant to any Public Health Regulations. If a Group Ticket Holder does not consent to a search or to health-related conditions for attendance, then he/she will be refused admission or ejected from the Ballpark.

19. Each Group Ticket Holder that attends a baseball game at the Ballpark grants the Cleveland Guardians, MLB, the MLB Clubs and their authorized sponsors permission to utilize, in any media whatsoever, the Group and/or each Group Ticket Holder's voice, image and likeness in any broadcast, photograph, video and/or audio sound recording taken in connection with the baseball game.

20. In consideration for being allowed to purchase Group Tickets, each Group Ticket Holder agrees that ALL DISPUTES, CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATING TO THE PURCHASE, SALE OR USE OF CLEVELAND GUARDIANS TICKETS OR ATTENDANCE AT THE CLEVELAND GUARDIANS GAMES SHALL BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION before a single arbitrator appointed by the American Arbitration Association ("AAA") in accordance with its then governing rules and procedures, including the Supplementary Procedures for Consumer Related Disputes, where applicable. Group Ticket Holders and the Cleveland Guardians WAIVE ALL RIGHTS TO A TRIAL BY JURY in any action or proceeding involving any claim regarding the Group Tickets and/or this Agreement. Any claim arising under this Agreement shall be governed by the laws of the State of Ohio. The arbitration shall be held in Cuyahoga County, Ohio, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Group Ticket Holders and the Cleveland Guardians agree that the arbitrator shall have authority to award legal and equitable relief available in the courts of the State of Ohio, provided that: (1) the arbitrator shall not have authority to award consequential damages (regardless of foreseeability) or punitive damages; and (2) any and all claims shall be arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a claim of any other party. This arbitration undertaking is made pursuant to and in connection with a transaction involving interstate commerce, and shall be governed by and construed and interpreted in accordance with the Federal Arbitration Act.

By tendering a payment to the Cleveland Guardians, creating a Group Account, accepting Group Tickets, and/or redeeming any Group Tickets for admission to any Cleveland Guardians baseball game, the Group and each Group Ticket Holder expressly agrees to be bound by this Agreement.

Group Name: _____

Signature of Group Representative: _____

Group Representative Printed Name: _____

Date: _____