

Bay FC Suite Deposits Terms and Conditions

By submitting one or more non-refundable deposits (a “Deposit”) to Bay FC, you, on behalf of yourself and any organization, legal entity or other group which you purport to represent (collectively, “You” or “Depositor”), agree to Bay FC’s policies and procedures regarding such deposits, including the following terms and conditions (these “Terms”):

- 1. Deposits.** You may apply Deposit amounts only toward one or more Rental for certain Events (as defined below). You may also apply Deposit amounts towards one or more Rental for a term of three (3) or more National Women’s Soccer League (“NWSL”) seasons (a “Multi-Season Rental”). **ALL DEPOSITS ARE NON-REFUNDABLE.**
- 2. Priority Access.** Subject to availability and these Terms, You will receive priority access to rent one or more suites or other premium spaces (each, a “Rental” and such access, the “Priority Access”). “Events” are defined as certain events that are made available to You for Rental by Bay FC, which may include, but are not limited to, Bay FC home games, including regular season, playoffs and/or non-NWSL friendly matches, entire Bay FC NWSL seasons, and/or other events offered by Bay FC in its sole discretion, in all cases subject to availability and as may be offered in Bay FC’s sole discretion. You will have Priority Access to Rentals only while you have a Deposit on file with Bay FC of at least one thousand dollars (\$1,000.00) (or such other amount as Bay FC may indicate in writing to You). Bay FC makes no representation, warranty or guarantee that (A) You are receiving “first priority” access to Rentals, or (B) that a Rental will be available to You for any particular Event or particular number of Events.
- 3. Suite Rentals.** All Rentals, and your access to all applicable Events hereunder, shall be subject to, and conditioned upon, execution of a separate single-event or other event rental agreement.
- 4. Reservation of Rights.** Bay FC reserves the right to require Depositors to have a legitimate permanent address within 200 miles of San Francisco. Furthermore, in the event that Bay FC determines that You have engaged in any deceptive or misleading practices in connection with any Rental, Deposit or other action hereunder (including, without limitation, by providing false, inaccurate or legitimate information), Bay FC reserves the right to deactivate any and all tickets and/or passes provided to You in connection with any Rental. Bay FC further reserves the right to discontinue the Deposit and Priority Access program contemplated hereunder at any time for any or no reason by providing notice to you thereof (which may be provided via email or another written method). In such event, You will no longer have the Priority Access outlined in Section 2 above, Your Deposit will be held on file by Bay FC, and You will continue to be able to apply Deposit amounts toward Rentals.
- 5. Three (3)-Year Limitation.** If You do not complete at least one (1) Rental within three (3) years after your initial Deposit, such Deposit will be forfeited.
- 6. LIMITATION OF LIABILITY.** THE LIABILITY OF BAFC TEAM OPERATOR, LLC, BAFC HOLDINGS, LLC, PAYPAL PARK AND THE NATIONAL WOMEN’S SOCCER LEAGUE AND EACH OF THEIR RESPECTIVE AFFILIATED ENTITIES, AND THEIR RESPECTIVE OWNERS, DIRECTORS, MANAGERS, MEMBERS,

OFFICERS, AFFILIATES, OWNERS, AGENTS, EMPLOYEES AND CONTRACTORS (COLLECTIVELY, THE “**BAY FC PARTIES**”) FOR DAMAGES OF ANY KIND ARISING OUT OF YOUR DEPOSIT, INCLUDING BREACH OF CONTRACT, IS LIMITED TO A REFUND OF THE DEPOSIT. THIS REMEDY IS EXCLUSIVE. IN NO EVENT SHALL THE BAY FC PARTIES BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

7. **Miscellaneous.** The resolution of all disputes regarding Deposits subject to this agreement and any rights that may arise from their purchase or possession shall be made by Bay FC in its sole discretion. To the fullest extent permitted by law, all such decisions by Bay FC will be final and binding. These Terms reflect the entire agreement of the parties with respect to the matters provided for herein, and supersedes any written instrument or oral agreement previously made or entered into by the parties to this Membership Agreement or any other plan offered by Bay FC, including, but not limited to, any advertising, marketing materials, and other oral or written communications made or distributed (in any form) by Bay FC, with respect to the subject matter hereof. Your personal information will be collected, processed and used in accordance with Bay FC’s Privacy Policy at <https://bayfc.com/privacy-policy/> and/or <https://privacy.ticketmaster.com/en/privacy-policy>, as applicable.