

INTRODUCED: April 25, 2016

A RESOLUTION No. 2016-R032

To request the Chief Administrative Officer to give the notice required under the Stadium Use Agreement between the City and Navigators Baseball LP that the City desires to extend the term of such Agreement for the second one-year extension term to end Dec. 31, 2018, as soon as possible.

Patron – Mr. Baliles

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 23 2016 AT 6 P.M.

WHEREAS, pursuant to Ordinance No. 2014-204-209, adopted November 10, 2014, the City entered into a Stadium Use Agreement (the “Agreement”) with Navigators Baseball LP to provide for the class AA minor league professional baseball team owned by Navigators Baseball LP to play its home games at The Diamond, a stadium in the city of Richmond owned by the City; and

WHEREAS, the Agreement provides for a term commencing January 1, 2015, and ending December 31, 2016, subject to the right of the City and Navigators Baseball LP to mutually extend the term for up to three additional extension terms of one year each, exercised by each party

AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 23 2016 REJECTED: _____ STRICKEN: _____

notifying the other in writing by April 1 of each year of its desire to extend the Agreement for the following year; and

WHEREAS, the Agreement further provided that the Chief Administrative Officer or the designee thereof is authorized to act on behalf of the City under the Agreement; and

WHEREAS, the Council believes that it is in the best interests of the City of Richmond that the Chief Administrative Officer give the required notice to Navigators Baseball LP that the City desires to extend the term of the Agreement for the second one-year extension term to end December 31, 2018, as soon as possible after the adoption of this resolution;

NOW, THEREFORE,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF RICHMOND:

That the Chief Administrative Officer is hereby requested to give the notice required under the Stadium Use Agreement between the City and Navigators Baseball LP that the City desires to extend the term of such Agreement for the second one-year extension term to end December 31, 2018, as soon as possible after the adoption of this resolution.



Richmond City Council

The Voice of the People

Richmond, Virginia

Office of the Council Chief of Staff

Ordinance/Resolution Request

TO Allen Jackson, City Attorney

THROUGH Lou Ali, Council Chief of Staff *V. Jones for Lou Brown Ali*

FROM Steven Taylor, Council Policy Analyst *ST*

COPY J. Baliles, 1st District Council Member
Eli Wong, 1st District Liaison
Haskell Brown, Deputy City Attorney
Vincent Jones, Council Deputy Chief of Staff

DATE April 8, 2016

PAGE/s 1 of 2

TITLE Resolution Requesting the Chief Administrative Officer to Give the Notice Required under the Stadium Use Agreement for the Diamond between the City and Navigators Baseball, LP, Extending the Stadium Use Agreement to December 31, 2018

RECEIVED

APR 18 2016

OFFICE OF CITY ATTORNEY

This is a request for the drafting of an **Ordinance** ☐ **Resolution** ☒

REQUESTING COUNCILMEMBER/PATRON

J. Baliles

SUGGESTED STANDING COMMITTEE

Expedited

ORDINANCE/RESOLUTION SUMMARY

Patron requests that a resolution be prepared requesting the Chief Administrative Officer to give the notice required under the Stadium Use Agreement between Navigators Baseball, LP and the City, granting Navigators Baseball, LP the right to use the property known as the Diamond (located at 3001 N. Boulevard), to extend the Stadium Use Agreement through December 2018. Currently, the term of the Stadium Use Agreement will expire on December 31, 2017.

BACKGROUND

Navigators Baseball, LP and the City have a Stadium Use Agreement for the Diamond. Council approved Res. No. 2015-R44-49, which requested that the Chief Administrative Officer give the notice necessary to extend the term of the Stadium Use Agreement to December 31, 2017. In order to extend the term for an additional one-year extension term until December 31, 2018, as allowed under the Stadium Use Agreement, the Chief Administrative Officer must give notice to Navigators Baseball LP no later than April 1,

2017. This resolution would request that the Chief Administrative Officer give that notice to extend the term of the current lease to December 31, 2018. The extension would allow for playing future game and event schedules.

FISCAL IMPACT STATEMENT

Fiscal Impact Yes ☐ No ☒

Budget Amendment Required Yes ☐ No ☒

Estimated Cost or Revenue Impact \$ n/a

Note: The City does have maintenance and utilities obligations pursuant to the current Stadium Use Agreement that will be extended for the new term of the Stadium Use Agreement. Exact costs of these obligations are not available at this writing but are not expected to change as a result of the amending the term of the Stadium Use Agreement as described above.

Attachment/s Yes ☒ No ☐ Current Diamond Stadium Use Agreement & Res. No.
2015-R44-49

STADIUM USE AGREEMENT

As Amended

THIS STADIUM USE AGREEMENT (the "Agreement") is made and entered into effective as of January 1, 2015, by and between **NAVIGATORS BASEBALL LP**, a Delaware limited liability partnership (the "Club"), and the **CITY OF RICHMOND, VIRGINIA**, a municipal corporation and political subdivision of the Commonwealth of Virginia (the "City").

WITNESSETH:

WHEREAS, the City is the owner of The Diamond, a stadium in the city of Richmond, Virginia, at which professional baseball games and certain other events are held;

WHEREAS, the Club owns and operates a class AA minor league professional baseball team (the "Team");

WHEREAS, the Club and the City desire that the Team be located in the city of Richmond, Virginia, and play home games at The Diamond, pursuant to this Agreement;

WHEREAS, the Club and the City desire that this Agreement set forth the terms and conditions pursuant to which the Club will play home games at, and otherwise use The Diamond;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Club and the City agree as follows:

1. **Definitions.** Capitalized words, terms and phrases used in this Agreement shall have the meanings ascribed to them by this section below.

1.1 **Agreement.** "Agreement" means this Stadium Use Agreement.

1.2 **Association.** "Association" means the National Association of Professional Baseball Leagues.

1.3 **Baseball Season.** "Baseball Season" means the period commencing with the Team's first regular season game and ending either on (1) the date on which the Team's last game is played during the same calendar year, including all post-season competition, exhibition, play-off, and all-star games, or (2) September 30, whichever occurs later.

1.4 **Broadcasting.** "Broadcasting" means the transmission by commercial television, radio, cable television, internet or other similar means, of Team Home Games and Stadium Events.

1.5 **City.** "City" means the City of Richmond, Virginia, a municipal corporation and political subdivision of the Commonwealth of Virginia.

1.6 **Club.** "Club" means Navigators Baseball LP, a Delaware limited liability partnership, and any successor company, corporation or entity by way of sale of assets, interests or stock, merger or otherwise.

1.7 **Effective Date.** "Effective Date" means January 1, 2015.

1.8 **Home Game.** "Home Game" means any professional minor league baseball game involving the Team as the home team or an affiliated major or minor league professional baseball team including all regular season, playoff, and post-season games, unless otherwise expressly excluded in this Agreement. "Home Game" shall not mean the all-star game for the League, if any.

1.9 **League.** "League" means the Eastern League of Professional Baseball Clubs, Inc., which is a member of the Association.

1.10 **Lighting Towers.** "Lighting Towers" means those structures which illuminate the Stadium and the playing field in the Stadium.

1.11 **Stadium.** "Stadium" means "The Diamond" owned and operated by the City at 3001 North Boulevard in the city of Richmond, Virginia, as more particularly described in Exhibit A hereto, including (1) all that certain lot or parcel of land lying on the east right of way line of North Boulevard, containing 8.37 acres of land, more or less, and shown on the City of Richmond, Department of Public Works Drawing No. N-21193 entitled "Parker Field Baseball Site" dated May 8, 1984 and (2) parking as more particularly described herein.

1.12 **Stadium Event.** "Stadium Event" means any events, except Team Home Games, held in the Stadium by the Club, the Club and the City jointly, or the City.

1.13 **Team.** "Team" means the Class AA minor league professional baseball team, and any successor thereto, that is (1) owned and operated by the Club; and (2) currently a member of the League.

1.14 **Team Home Game.** "Team Home Game" means any Home Game played in the Stadium.

1.15 **Term.** "Term" means January 1, 2015 to December 31, 2016, subject to extension as described in Section 3.

2. Occupancy and Use of Stadium.

2.1 **Right to Occupancy and Use.** Beginning on the Effective Date, the City shall provide the Club the right to occupancy and use of the Stadium.

2.2 **Maintenance of Team.** Beginning on the Effective Date and, except as otherwise permitted herein, continuing through the Term of this Agreement, the Club shall maintain the Team in the city of Richmond, Virginia at the Stadium.

2.3 **Home Games.** Beginning on the Effective Date and continuing through the Term of this Agreement, the Club shall ensure that the Team plays all Home Games in the Stadium, excepting only those Home Games required by the League, the Association, or Major or Minor League Baseball to be played elsewhere.

2.4 **"AS IS" Condition of Stadium.** The Club warrants and acknowledges to and agrees with the City that the Club is accepting occupancy and use of the Stadium in "AS IS" condition and specifically and expressly without any warranties or representations, either express or implied, from or on behalf of the City including, without limitation with respect the Property's zoning, or its suitability for the Club's use as provided in this Agreement, except that (i) the City of Richmond's Internet-based GIS map lists the Stadium as zoned "M-1", and (ii) the City has no actual knowledge that the Stadium's zoning is different than as aforesaid or of any structural defect in the stadium foundation, roof, structure or buildings which would render it unfit for minor league play in its current condition or require an expenditure of more than \$500,000 to repair or replace, other than as to the scoreboards, the City's responsibility for which is limited as specified herein.

3. **Term.** This Agreement will commence on the Effective Date and will expire on December 31, 2016. The Club and the City will have the mutual right to extend the term of this Agreement for up to three (3) additional extension terms of one year each. In order to exercise such extension terms, each party must notify the other in writing by April 1 of each year, beginning April 1, 2016, whether it desires to extend the term of this Agreement for the following year. The failure of either party to provide such written notice to extend will result in termination of the Agreement at the end of the then current term. Notwithstanding anything herein to the contrary, this Agreement shall automatically terminate, without the requirement of the delivery of notice by either party, upon completion and occupancy by the Club of a new baseball stadium located in Richmond.

4. **Stadium Events.**

4.1 **General Scheduling.** Except as otherwise explicitly provided in this Agreement, the Club shall have the exclusive right to exhibit, promote, stage and hold professional baseball games and other Stadium Events in or at the Stadium during the Term. The Club shall obtain prior written approval, pursuant to a written request by the Club, of the City for any Stadium Event initiated solely by the Club, which approval will not be unreasonably withheld, conditioned, or delayed. Upon receipt of a written request for such approval, the City will have ten (10) days following such receipt to approve or reject the Club's request. Failure of the City to respond to the request within such ten (10) day period shall be deemed approval thereof. The City shall obtain prior written approval of the Club, pursuant to a written request by the City, for any Stadium Event initiated solely by the City, which approval will not be unreasonably withheld, conditioned, or delayed. Upon receipt of a written request for such approval, the Club will have ten (10) days following such receipt to approve or reject the City's request. Failure of the Club to respond to the request within such ten (10) day period shall be deemed approval thereof.

4.2 **Scheduling and Home Games.** The City shall not schedule any Stadium Events the day of a Home Game, the two days preceding a Home Game, or the two days following a

Home Game without prior written approval of the Club, which approval will not be unreasonably withheld, conditioned, or delayed.

4.3 Cooperation of Parties. The City and the Club shall agree in advance on the arrangements for any Stadium Event. For purposes of this Agreement, arrangements will include, but not be limited to, the charges, if any, to third party users of the Stadium and the means of payment of such charges; the sale of tickets, if any, to persons attending the Stadium Event; and payment by the City and the Club to each other, if any, in connection with any Stadium Event.

4.4 Prohibition on Certain Baseball Events. The City shall not schedule or permit any professional baseball event not associated with the Club without the prior written approval of the Club, which approval the Club has no obligation to give. This section 4.4 does not apply to Team Home Games.

4.5 Third Party Licensees. The City, the Club, either or both, may allow for third party use of the Stadium by way of short term licensing. Unless the City and the Club agree in writing otherwise, any such license for use of the Stadium will provide that the licensee shall pay all costs related to the use and shall repair any damage to the Stadium or the playing field which may result from the use; shall provide to the lessees or licensees of skybox 15 at least ten (10) tickets per skybox to the event for which the Stadium is licensed; and shall remove or pay for the cost of trash removal.

5. Skyboxes.

5.1 Respective Responsibilities.

5.1.1 Responsibilities of Club. With the exception of skybox 15, as provided in section 5.4 below, the Club shall bear responsibility for all skyboxes, including but not limited to, the obligation to lease and rent the skyboxes; to clean, maintain, and repair the skyboxes; and to winterize and dewinterize skybox equipment and interior fixtures. For purposes of this section 5.1, maintenance and repair of the skyboxes includes but is not limited to maintenance and repair of HVAC units.

5.1.2 Responsibilities of City. The City shall bear responsibility for the roofs of the skyboxes, and the Club shall not access or otherwise use the roof space.

5.2 Revenue. The Club will receive all revenue from and shall pay all expenses relating to the skyboxes, with the exception of skybox 15 as provided in section 5.4 below.

5.3 Access to and Use of Skyboxes.

5.3.1 Times of Access. The City and the Club will have access to the skyboxes during all events scheduled at the Stadium, during normal business hours, and at such other times as may be reasonably necessary for their contemplated use.

5.3.2 Access by Other Authorized Users. Lessees, licensees and other authorized users as contemplated in this Agreement will have access to the skyboxes pursuant to the terms

of any valid lease, license or other use agreement. Such leases, licenses or other use agreements may allow use for an entire baseball season or any lesser period of time, including daily use.

5.3.3 Form of Lease, License or Use Agreements. The form of the Club's leases, licenses, or use agreements for the skyboxes is subject to the City's approval, which will not be unreasonably withheld, conditioned, or delayed. Without limiting the generality of the foregoing, the Club shall include the following terms in each such lease, license, or use agreement:

5.3.3.1 Term Regarding Compliance with Laws. The Club shall include a provision on the part of the licensee, lessee, user, and such licensee, lessee, or user's guests, invitees, sublessees or sublicensees that each will comply with all applicable laws, ordinances, and governmental regulations and such rules and requirements governing the use of the Stadium and related facilities, including the skybox, as may be reasonably established from time to time by the Club or the City.

5.3.3.2 Term Regarding Security. The Club shall include a provision that the licensee, lessee, or user be responsible for security of the skybox and the contents thereof, and shall include a specific waiver of any liability of the Club and the City for personal and bodily injury or loss or theft of, or damage to, personal property contained in the skybox.

5.3.3.3 Term Regarding Indemnification. The Club shall include a provision that the licensee agrees to indemnify the Club and the City with respect to any damage resulting or claims made in connection with the use of the skybox.

5.4 Skybox 15.

5.4.1 Use. The Club shall provide the City with unlimited use of skybox 15 for the Term of this Agreement without payment of any use, license, lease or other fee of any kind, provided that the City must submit a written list of dates that it intends to use skybox 15 to the Club by January 15th of the applicable baseball season (the "Skybox Notice"). The Club shall provide the City with twenty season tickets for seats located behind home plate for each date designated by the City in the Skybox Notice. The City's right to use skybox 15 for any dates not designated in the Skybox Notice is subject to the Club's sole discretion. The City has the right, in its sole discretion, to license, lease, or otherwise allow use of skybox 15 on all dates designated in the Skybox Notice; provided that all users thereof will abide by the rules and regulations set forth by the Club related thereto, including the purchase of food and beverages exclusively from the Club.

5.4.2 Renovation and Leasing. ~~Notwithstanding anything herein to the contrary, the Club shall renovate and market skybox 15. By offering it to prospective licensees or lessees, at rates comparable to those for other skyboxes, prior to offering any other skybox for license or lease.~~ **Marketing and Maintenance.** The Club shall be responsible for the marketing and maintenance of skybox 15, except for maintenance obligations which are the express obligations of the City hereunder.

5.4.3 ~~Maintenance-Insurance-Security~~. The City shall ~~clean, maintain and repair skybox 15, and shall maintain with respect thereto~~ appropriate liability and property damage insurance with respect to skybox 15, or the equivalent by way of self-insurance.

5.4.4 Revenue. The City and the Club will equally divide all revenues from the leasing or licensing of skybox 15; provided, however, that ~~all such revenues collected by the City will be directed toward costs related to the Stadium and all~~ food and beverage revenue will belong to the Club.

6. Use by Virginia Commonwealth University. The City grants to the Club the right to sublease the Stadium to Virginia Commonwealth University (the "VCU Sublease") for the playing of baseball games and related training activities, provided (1) the sublease shall be subject and subordinate to the terms of this Agreement, (2) the subtenant's use shall not interfere with the use of the Stadium for Home Games or any City events, and (3) the Club shall be solely responsible for any improvements required to be made pursuant to such sublease, unless otherwise expressly the responsibility of the City hereunder, and all such improvements shall be subject to the City's approval on the terms set forth herein. The Club shall provide the City with a copy of the VCU Sublease (together with all amendments, modifications, supplements or restatements thereof).

7. Ticket Sales. The Club shall print, sell, and collect all tickets for admission to Team Home Games. The Club shall ensure that each ticket or other document allowing admission for Team Home Games shall have printed thereon appropriate warnings and assumption of risk language. The City shall not be responsible or liable for any failure of the Club to do so.

8. Payments by Club.

8.1 Team Home Games. The Club shall pay ~~\$162,000~~ \$157,500 for the Team Home Games played during the Term (the "Rent"). The Club shall pay the applicable Rent in six equal installments during the Term, with the first payment due on or before April 1 of the applicable year and the subsequent installments due May 1, June 1, July 1, August 1, and September 1 of such year.

8.2 Rent Abatements. In each year during the Term, provided that there then exists no default by the Club under this Agreement beyond applicable notice and cure periods, and subject to the other terms of this Agreement, the Club shall be entitled to an abatement of Rent payable in such year in an amount equal to the aggregate amount of (i) any leasehold real estate taxes actually paid by the Club during such year, whether pursuant to Section 58.1-3203 of the Virginia Code (1950), as amended, or otherwise (the "Leasehold Taxes"), and (ii) any other taxes or assessments of any kind or nature which do not exist or are not otherwise imposed upon the Club as of the date of this Agreement but which are created or imposed following the date of this Agreement, in each case to the extent actually paid by the Club during such year and (together with the Leasehold Taxes, the "Club Taxes"), all on the terms further set forth herein. The parties expressly agree and acknowledge that the increase or modification of applicable or effective rate of any taxes or assessments existing as of the date of this Agreement will not constitute the imposition of a new tax or assessment for the purposes of clause (ii) above in this

section. The Club shall timely pay all Club Taxes. Upon payment, the Club will be entitled to deduct, from the Rent payment due and payable in the immediately following calendar quarter and from any subsequent calendar quarter until fully paid, the amount of such payment (the "Rent Abatement"), which shall be submitted together with reasonably detailed documentation evidencing the Club's payment of such Club Taxes and the calculation of the Rent Abatement. In no event will the Rent Abatement include, nor shall Club Taxes be deemed to include, any penalties, fines, or late charges, interest or similar amounts paid or payable by the Club to the applicable taxing authorities, whether in connection with a late payment of Club Taxes or otherwise. Notwithstanding the foregoing, if at any time the Club receives or is entitled to receive any discount, refund, or other reduction or abatement of any Club Taxes payable by Club with respect to the Term, and regardless of whether such reduction is issued or made effective at any time or from time to time during or following the Term (each, a "Tax Refund"), then the Club shall promptly (but in no event later than thirty (30) days following its receipt of such Tax Refund) pay to the City an amount equal to (i) the lesser of (A) the amount of such Tax Refund ~~and/or~~ (B) the aggregate amount of all Rent Abatements previously deducted from Rent pursuant to this section 8.2 (and which have not been previously offset by a Leasehold Tax Refund pursuant to this sentence), (ii) less the Club's reasonable costs and expenses incurred in obtaining such discount, refund or other reduction or abatement. The Club's obligations under this section will survive the expiration or earlier termination of this Lease.

8.3 **Stadium Events.** Payment of any amount due to either party by the other with respect to any Stadium Event, as determined in accordance with section 4.3 above, shall be made within twenty-four hours of the completion of the Stadium Event, unless the City and the Club agree otherwise in writing in advance of the Stadium Event.

8.4 **Effect of Force Majeure.** The occurrence of any force majeure event will not suspend or abate the Club's obligation to make payments pursuant to this Agreement. For purposes of this Agreement, a force majeure event is defined as fire; flood; Act of God; strikes, work stoppages or other labor disturbances; riots or civil commotions; war or other act of any foreign nation, power, or government; or any ordinance, law, rule or regulation enacted or promulgated by any government or governmental agency or authority; or any other cause, like or unlike any cause above-mentioned, which is beyond the control of the Club and which would have similar effect.

9. **Audit and Inspection of Records.** The Club grants to the City the right to audit or cause to be audited, at the sole cost of the City, any financial obligations payable to the City under this Agreement. The Club shall maintain all books, documents, papers, accounting records and other supporting documentation evidencing the terms of this Agreement and shall make such documentation available for audit, inspection, or both at its offices at all reasonable times for a period of three (3) years from the date of the accounting (except ticket stock, which will be retained only if requested by the City). The City will accept any accounting provided by the Club pursuant to this section 9 as provisional, contingent upon audit. The Club shall permit the City to inspect and audit all data and records of the Club relating to its performance under this Agreement. Any discrepancies between the amounts shown to be due to the City, according to a City audit, and the amounts paid to the City by the Club will be resolved between the City and the Club within ninety (90) days after the City provides notice to the Club of such discrepancy. If the City fails to give the Club written notice of any discrepancy at the completion of the audit

period, the particular accounting at issue shall be deemed to have been accepted by the City. The Club shall bear the cost of any audit or accounting if such audit or accounting reveals an underpayment by the Club of five percent (5%) or more.

10. Complimentary Tickets; Free Admissions.

10.1 Distribution Authorized. The City authorizes the Club to distribute such discounted or complimentary tickets to Team Home Games as the Club considers necessary or appropriate to increase attendance and to promote the Team.

10.2 Certain Admissions Authorized. The City authorizes the Club to admit Team personnel, official Team guests and family members, visiting team personnel, visiting team official guests and family members, personnel employed by concessionaires actually working at the Stadium, and representatives of the media to the Stadium free of charge during all Team Home Games subject to such identification and verification procedures as may be agreed upon by the Club and the City.

10.3 Payment of Taxes and Fees. The Club shall pay any taxes, fees or other charges assessed by any governmental entity on any admission tickets.

11. Parking.

11.1 Availability. The City shall make available to attendees at the Stadium parking facilities on land owned by it immediately adjacent to the Stadium. The Club shall operate or cause to be operated, by contract or otherwise, the parking facilities at the Stadium. ~~The Club shall staff the parking facilities with an appropriate number of parking lot attendants, as determined by the Club after consultation with the City. The Club shall open the parking facilities, with staff, at least one hour prior to the starting time of each event and shall keep the parking facilities open, with staff, throughout the event and for one half hour following the conclusion of the event.~~

11.2 Staffing. The Club shall retain, employ, manage, and compensate or contract for a suitable number of parking lot attendants, as determined by the Club ~~after consultation with the City.~~ The Club shall ensure that the attendants facilitate the orderly parking of cars, safe pedestrian traffic to and from the Stadium; and the orderly departure of vehicles from the parking lot. The Club shall notify the City in writing if it chooses to contract with a third party for the operation and staffing contemplated in this section 11.

11.3 Identification of Spaces. All parking spaces in the parking facilities will be appropriately delineated ~~and their purpose identified by mutual agreement of the Club and the City.~~

11.4 Parking Rates and Fees. The Club shall set, establish, and determine parking rates and fees. The Club has the right to retain all ~~net game parking revenues. Net game parking revenues consist of: the aggregate (on an annual basis) of all parking revenues from all game, season, and monthly parking revenues less direct expenses, defined to include personnel costs or costs of contracted services that are directly related to providing parking on game day. Direct expenses do not include any overhead or capital expense.~~

11.5 **No Warranty.** Due to the configuration of the Stadium's parking lots and ~~their~~ its shared use with the Ashe Center and SportsBackers Stadium, the City makes no representation or warranty as to the availability of sufficient parking spaces for the Club's purposes. The Club, ~~with the assistance of the City as needed, shall~~ shall contract with and coordinate parking use at the Stadium among the Ashe Center and SportsBackers Stadium so that for all events scheduled on game days, held by the Club will notify the operators of, the Ashe Center and SportsBackers ~~to vacate its parking lot at least three hours prior to game time Stadium.~~

11.6 **Other Events.** The City will be responsible for parking for any events it schedules, authorizes or sponsors, may contract with the Club or its parking operator to arrange for any such parking, and shall be entitled to any and all revenues from parking for such events.

12. **Concessions.**

12.1 **Right to Sell.** The City grants the Club the exclusive right to sell, or contract for, and to retain all revenues from, the sale of all food, beverages, novelty items, programs, and other items which may be sold at the Stadium during Team Home Games and Stadium Events initiated by the Club, all of which shall be conducted in strict accordance with all applicable federal, state, and local statutes, regulations, and ordinances governing the same. The Club shall install and maintain, or provide for the installation and maintenance of, all equipment, machinery, and facilities necessary to use, protect, and sell such concessions.

12.2 **Non-Concessionalre Food.** The Club may post a notice prohibiting any person from bringing food or beverages into the Stadium at any time and may take such steps as may be necessary or appropriate to enforce such prohibition. Notwithstanding the foregoing, the Club shall permit catering arrangements for skybox lessees, licensees, or authorized users as provided in this Agreement, provided that no outside food, beverage, or catering services are allowed into the Stadium or skyboxes, including skybox 15, without the Club's consent.

13. **Broadcasting Rights.** The City grants to the Club the exclusive rights to Broadcasting any Team Home Games and Stadium Events during the term of this Agreement and any renewal term. The Club shall exercise such rights at such times and in such manner as it considers appropriate.

14. **Sale of Advertising and Naming Rights; Signage.**

14.1 **Rights of Club.** Except as otherwise specifically provided herein, the City grants to the Club the exclusive right to sell advertising on the scoreboards; in and on the interior of the Stadium outfield fences; in and on the pedestrian walkways inside the Stadium, provided the advertising is in keeping with the design and décor of the Stadium; and in and on any publications, including programs and scorebooks, which may be sold on the Stadium premises during Team Home Games or Stadium Events. All advertising on pedestrian walkways must be approved by the City and the Club, such approval not to be unreasonably withheld.

14.2 **Naming Rights.**

14.2.1 **Naming of Stadium and Playing Field.** Naming rights to the Stadium or the playing field will be the subject of a separate agreement between the City and the Club.

14.2.2 Other Naming Rights. With the exception of the Stadium structure and the playing field, the Club will have the right to provide for the naming rights or sponsorship opportunities for discrete areas of the Stadium and to receive all revenue therefrom, subject to the written consent of the City, which shall not be unreasonably conditioned, withheld, or delayed.

14.3 Signage. The City will have the right to approve all exterior signage, which approval shall not be unreasonably conditioned, withheld, or delayed.

15. Scoreboard and Public Address Announcer. The Club, at its sole cost, shall supply a public address announcer and a sufficient number of personnel, as the Club may determine in its sole discretion, to operate the electronic scoreboard at all Team Home Games and, where appropriate, Stadium Events.

16. Additional Duties, Covenants and Obligations of Club. In addition to its other obligations under this Agreement, the Club shall, at its sole cost, assume the obligations enumerated in this section 16.

16.1 Utility Expenses. The Club shall pay or ensure payment of and shall discharge punctually, as and when the same shall become due and payable, all utilities (gas, water, sewer, electric) at the Stadium, including reimbursement to the City if any utilities are in the name of the City.

16.2 Cleaning; Snow and Trash Removal. The Club shall repair, maintain and keep clean, to the reasonable satisfaction of the City, all areas of the Stadium, including but not limited to, the playing field, the concession areas, the skyboxes, all interior spaces, and the parking facilities. The Club shall provide or contract for garbage and trash removal from the Stadium premises, except as otherwise provided for in connection with Stadium Events. The Club shall provide for snow removal for all vehicular and pedestrian access to the Stadium.

16.3 Landscaping. The Club shall mow, fertilize, seed, reseed, water, and otherwise maintain in a first class and quality manner, to the City's reasonable satisfaction, the playing surface in the Stadium and those areas immediately adjacent to the Stadium.

16.4 Lighting. The Club, when necessary, shall replace light bulbs in all lighting fixtures in the Stadium, including the bulbs in the Lighting Towers, and shall, at least annually, clean and re-aim the lighting fixtures in the Lighting Towers.

16.5 Communication Systems. The Club shall maintain and repair the electronic scoreboard systems, public address systems, and communication systems, and at its sole cost shall provide for any replacements thereof or replacement parts therefor.

16.6 Equipment. The Club shall maintain and repair the hitting screen, batting cage, and all other on-field equipment, and shall cause all concessionaires to maintain and repair all equipment and fixtures contained in or used about the concession areas. The Club shall provide all baseball equipment and furnish and maintain backstop netting, wall pads and associated items. The Club shall provide equipment and furnishing for the Team clubhouses, manager's offices, umpires' dressing room, and Club and Team administrative offices.

16.7 **Groundskeeping.** The Club shall prepare and line the playing surface of the Stadium prior to each Team Home Game and, as appropriate, Stadium Event, and during such events shall provide all such groundskeeping and other field maintenance services and equipment, including a suitable covering for the playing field during inclement weather, as are appropriate to maintain a quality baseball playing service.

16.8 **Permits and Licensing.** The Club, for itself and for its concessionaires, shall obtain all necessary and appropriate permits and licenses and shall comply with all laws and regulations applicable to the Club and to the use of the Stadium, including without limitation, any food handling and safety regulations and any Virginia Department of Alcohol Beverage Control licensing, laws and regulations.

16.9 **Personnel.** The Club shall retain, employ, compensate, train and manage a sufficient number of personnel, as the Club may determine in its sole discretion, to discharge its responsibilities and obligations under this Agreement.

16.10 **Emergency Repairs.** The Club shall provide a sufficient maintenance crew, as the Club may determine in its sole discretion, for each Team Home Game and Stadium Event, to handle emergency repairs.

16.11 **Concession Sales.** The Club shall provide or contract for the provision of suitable concession sales, as Club may determine in its sole discretion, during all Team Home Games and Stadium Events.

16.12 **Location of Home Games.** The Club shall play all Home Games in the Stadium or such other venue approved by the City in writing.

16.13 **Parking and Service Areas.** Except as otherwise provided in this Agreement, the Club shall control ingress and egress to and from the Stadium and the parking and service areas located under the stands in the Stadium and shall provide appropriate security for such service and parking areas.

16.14 **Use.** Subject to Section 25.1 herein, the Club shall use the Stadium solely for the operation of a AA Minor League Baseball franchise known as "The Richmond Flying Squirrels," affiliated with the San Francisco Giants Major League Baseball Club. At all times during the Term, the Club shall maintain its affiliation(s) with Major League Baseball and Minor League Baseball.

16.15 **Covenant Against Liens.** If, because of any act or omission of the Club or any user or occupant of the Premises or any part thereof, any mechanic's lien or other lien, charge or order for the payment of money shall be filed against the City or the City's interests in the Stadium, the Club shall, at its own cost and expense, cause the same to be discharged of record or bonded within thirty (30) days after written notice of the filing of such lien, charge or order; and the Club shall indemnify, defend with counsel reasonably satisfactory to the City and hold harmless the City against and from all costs, liabilities, suits, penalties, claims and demands, including reasonable attorney's fees, resulting therefrom.

16.16 **Ticketing.** The Club shall ensure that all admission tickets or other entry forms for guests, attendees, and invitees shall printed thereon appropriate warnings, disclaimers, and assumption of risk language.

16.17 **Family Attendance.** The Club shall establish and maintain pricing for baseball tickets and concessions so as to encourage and facilitate attendance by families at Team Home Games.

16.18 **Management of Stadium.** The Club shall operate and manage the Stadium as a first class minor league baseball stadium, in a professional, businesslike, and efficient manner. The Club shall not enter into any agreement for the operation or management of the Stadium without the prior written consent of the City, which shall not be unreasonably conditioned, withheld or delayed upon submission of the complete agreement by the Club to the City for the City's review and consent. The Club will forward a complete and executed copy of any such agreement to the City immediately upon execution. Any such agreements shall incorporate the applicable terms and provisions of this Agreement, consistent with the scope of the management agreement, so that such terms and conditions will be binding on the party operating or managing the Stadium to the same extent that such conditions are binding on Tenant.

16.19 **Team Name.** The Club shall ensure that the Team uses the word "Richmond" as part of the Team's name.

16.20 **Hazardous Substances.** The Club shall not allow, permit, use or store hazardous materials at the Stadium, except in accordance with applicable laws, and shall be responsible for the proper care and disposal of hazardous materials at the Stadium or used in the operations of the Stadium.

17. **Additional Duties, Covenants and Obligations of the City.** In addition to its other obligations under this Agreement, the City shall, at its sole cost, assume the obligations enumerated in this section 17.

17.1 **Utilities.** The City shall continue to make available the City utilities serving the Stadium on the Effective Date, provided that the Club shall be responsible for utilities payments as provided above.

17.2 **Certain Fixtures.** The City shall maintain and repair all plumbing, sewer, and electrical fixtures; elevators; central heating and air conditioning for the administrative offices; and Stadium spectator seating.

17.3 **Stadium Structure.** The City shall repair and maintain in good order and condition the structure of the Stadium, including without limitation the seats, the roof and the structure of the Lighting Towers; and, not more frequently than biennially, inspect the canopy lighting and repair and replace, as appropriate, non-functioning bulbs and lighting units.

17.4 **Meeting with Club.** The City shall meet periodically with the Club to review and agree upon a schedule of maintenance and repair needs at the Stadium.

18. Insurance.

18.1 Duty to Carry. The Club and the City shall provide and maintain throughout the Term insurance in the kinds and amounts specified in this section with an insurer or insurers licensed to transact insurance business in the Commonwealth of Virginia, such insurance to be issued only by companies with A. M. Best's Key Rating of at least A-VI. Each insurance policy, endorsement and certificate of insurance shall be signed by duly authorized representatives of such insurers and, where required, shall be countersigned by duly authorized local agents of such insurers.

18.2 Provisions and Endorsements. All insurance contracts and policies required to be obtained by either the Club or the City hereunder shall provide, or be endorsed to provide, as follows:

- (1) Subrogation against the other party shall be waived.
- (2) The other party shall be included as additional insured on all policies for coverage types for which an additional insured endorsement is commercially available.
- (3) Coverage will not be canceled, non-renewed or materially modified in a way adverse to the City without 30 days' (or ten days' for non-payment of premium) prior written notice to the other party.
- (4) The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies.

18.3 Evidence of Coverage. For all policies required by this section, the Club or the City, respectively, shall furnish the other party with the following evidence of coverage:

- (1) A copy of one or more certificates of insurance evidencing the coverage required by this section, indicating that the policy provides or has been endorsed to provide that (i) such other party is included as additional insured where required and (ii) coverage will not be canceled, non-renewed or materially modified without thirty (30) days' (or ten (10) days' for non-payment of premium) prior written notice to such other party. The Club or the City, respectively, shall furnish such other party with a new certificate of insurance annually before the expiration date of the policies described on the last delivered certificate of insurance.
- (2) A copy of the policy endorsements providing that coverage will not be canceled, non-renewed or materially modified in a way adverse to such other party without thirty (30) days' (or ten (10) days' for non-payment of premium) prior written notice to such other party and providing that, where required, such other party is included as additional insured.

18.4 Types of Coverage Maintained by the Club. The Club shall provide and maintain the following types of coverage in accordance with the requirements of this section:

(1) Commercial general liability insurance in a single limit of at least One Million Dollars (\$1,000,000) with respect to bodily injury and real and personal property damage.

(2) Umbrella or excess liability insurance for liabilities in excess of the limits of the liability insurance required by this section with a limit of not less than Nine Million Dollars (\$9,000,000) in the aggregate.

(3) Automobile liability insurance with a combined limit of not less than One Million Dollars (\$1,000,000) covering all vehicles owned or leased by the Club for use in the maintenance or operation of the Stadium.

(4) Statutory Workers' Compensation and Employers' Liability Insurance with the Alternate Employer Endorsement WC 000301.

18.4.2 Types of Coverage Maintained by the City. The City shall provide and maintain the following types of coverage in accordance with the requirements of this section; provided, however, that as listed below. Notwithstanding the foregoing, the City may satisfy any or all of the City's insurance requirements by use of self-insurance, deductible, or a captive insurance company (in which case the rating requirements set forth herein shall not be applicable). The responsibility to fund any financial obligation ~~for~~arising from self-insurance, the election not to insure, or deductibles shall be assumed by, for the account of, and at the sole risk of the City. The application of coverage within this self-insurance, election not to insure, or deductible shall be deemed covered in accordance with the policy forms set forth herein.

(1) Commercial general liability insurance in a single limit of at least Five Million Dollars (\$5,000,000) with respect to bodily injury and real and personal property damage.

(2) "All risk" property casualty insurance with fire and extended coverage for the full replacement cost of the Stadium.

19. Default and Remedies. In the event that either party hereto shall materially breach, violate, or fail fully to perform any term or provision herein contained, the non-breaching party may, upon thirty (30) days written notice thereof, terminate this Agreement; provided, however, that the defaulting party shall have the right and opportunity to cure the default within such thirty (30) day period, or, if such breach, violation, or nonperformance cannot be cured within a thirty (30) day period, to begin diligently to effect such cure during such period. In the event that such breach, violation, or nonperformance is not cured within such thirty (30) day period (or, as to defaults not curable within thirty (30) days, diligent efforts to effect cure during such thirty (30) day period have not begun), then, this Agreement shall terminate upon the expiration of such period and the non-breaching party shall thereupon have the right to exercise such additional rights and remedies as in the case may then be provided by law.

20. **Improvements by Club.** The Club shall make no permanent additions or improvements to the Stadium without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Any permanent additions or improvements made to the Stadium by the Club that are not otherwise the responsibility of the City hereunder shall be at the sole cost of the Club, and will become the property of the City. Concession and other equipment and furnishings placed at the Stadium by the Club or its concessionaires will be deemed to be and shall remain personal property and the Club or its concessionaires shall remove such equipment and furnishings upon the expiration or termination of this Agreement or any renewal thereof. The Club shall repair or cause to be repaired any and all damage created by such removal.

21. **Allocation of Maintenance Obligations.** An allocation of responsibilities between the parties for maintenance, cleaning and operation of the Stadium and parking is attached hereto as Exhibit B. In the event of a conflict between the provisions of Exhibit B and the specific wording in the body of this Agreement, the specific wording will control.

22. **Casualty Loss; Condemnation.**

22.1 **Partial Loss.** In the event that the Stadium is damaged but not destroyed by fire or other casualty, the City, from, and to the extent only, of the proceeds of its casualty insurance on the Stadium, shall cause the Stadium to be repaired or restored as promptly as practicable to its condition existing immediately prior to such damage, and the amounts paid or payable by the Club hereunder shall be abated for the period from the date of casualty until the completion of the repairs or restoration for such portion or portions of the Stadium as shall have been rendered unusable by such damage.

22.2 **Destruction.** In the event the Stadium is destroyed by fire or other casualty, as reasonably determined by the City after consultation with its casualty insurer and the Club, the City may elect whether to repair or restore the Stadium or to terminate this Agreement. The City shall exercise such election by giving written notice to the Club within forty-five (45) days after such destruction. If the City elects to terminate this Agreement, any payments due from the Club hereunder will cease to accrue as of the date of the casualty and the City shall rebate to the Club any advance payments paid for periods after the date of the casualty. If the City elects not to terminate this Agreement, it shall specify in its written notice the period of time within which the City reasonably estimates that the Stadium may be repaired or restored to its condition prior to the casualty. If such period of time exceeds one year from the start of the repair or restoration, then the Club will have the election to terminate this Agreement. If the Club elects to terminate this Agreement pursuant to this section 22.2, it shall exercise such election by giving written notice to the City within two (2) weeks of the date of the notice from the City to the Club specifying the estimated period of repair or restoration, and any payments due from the Club hereunder shall cease to accrue as of the date of the casualty and the City shall rebate to the Club any advance payments paid for periods after the date of the casualty. If neither the City nor the Club elects to terminate this Agreement pursuant to this section 22.2, the City shall proceed as promptly as practicable to repair and restore the Stadium to its condition existing immediately prior to such destruction and the amounts payable by the Club hereunder shall abate for such period of repair or restoration.

22.3 Condemnation. In the event all or any material portion of the Stadium is taken pursuant to any right of eminent domain, then this Agreement shall terminate and payments due from the Club hereunder shall cease as of the date title to the Stadium or such material portion thereof is vested in the condemnor. The Club shall have no right to any portion of any award granted with respect to such taking unless the Club's tangible personal property is taken, except that the Club shall have the right to make a claim for and to retain any award based thereon for expenses of relocation of the Stadium.

22.4 Abatement of Payments. The City and the Club shall agree on the amount of any abatement of payments provided for in section 22. In the event the City and the Club are unable to reach agreement, the abatement shall be in such amount as may be determined by a panel of three disinterested persons having experience in commercial arbitration or mediation, the first person appointed by the Club, the second person appointed by the City, and the third chosen by the first two so appointed.

22.5 No Liability for Lost Revenue. In the event the Stadium is not available for the Club's use due to any casualty or condemnation, in whole or in part, the City shall not be liable for any revenue lost by the Club.

23. Demolition. In the event that the Club moves to a new stadium facility during the Term, the City shall be responsible for demolition of the Stadium.

24. Miscellaneous Provisions.

24.1 Assignment. Except as otherwise expressly provided, the Club may not assign or transfer its interest in this Agreement. Notwithstanding the foregoing, the following transfers are hereby deemed permitted, on the terms set forth below:

~~Provided that there is no then current default by the Club hereunder, continuing beyond any applicable notice and cure periods, the~~ **The Club may assign this Agreement to any third party approved by MiLB as an owner assignee with a franchise and league affiliation in MiLB at a level equal to or greater than that held by the Club at the time of such assignment, so long as (a) the Club provides the City notice of the transfer at least sixty (60) days prior to the effective date, (b) the Club delivers to the City an assumption agreement reasonably acceptable to the City, executed by the Club and the transferee, evidencing that such transferee agrees in writing to assume all of the rights and obligations of the Club under this Agreement and to attorn to the City or its successors, together with a certificate of insurance evidencing the transferee's compliance with the insurance requirements of the Club under this Lease, and (c) the transferee is approved in all respects in writing by MiLB and the transfer is made in accordance with all applicable laws and regulations, and ~~(d) the transfer does not and will not result in any other violation of this Agreement.~~**

24.2 Captions. All section titles or captions in this Agreement are for convenience of reference only. They should not be deemed to be part of this Agreement or to in any way define, limit, extend, or describe the scope or intent of any provisions of this Agreement.

24.3 Counterparts. This Agreement may be executed by the City and the Club in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Agreement.

24.4 Entire Agreement. This Agreement contains the entire understanding between the City and the Club and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the City and the Club relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

24.5 Governing Law and Forum Choice. All issues and questions concerning the construction, enforcement, interpretation and validity of this Agreement, or the rights and obligations of the City and the Developer in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

24.6 Modifications. This Agreement may be amended, modified and supplemented only by the written consent of both the City and the Club preceded by all formalities required as prerequisites to the signature by each party of this Agreement.

24.7 No Joint Venture. The terms and conditions of this Agreement shall not be construed or interpreted in any manner as creating or constituting the City as a partner or joint venture participant with the Club or as making the City liable for the debts, defaults, obligations or lawsuits of the Club or its assigns, contractors or subcontractors.

24.8 No Third-Party Beneficiaries. Notwithstanding any other provision of this Agreement, the City and the Club hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the City or the Club; (iii) no individual or entity shall obtain any right to make any claim against the City or the Club under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensees and sub-licensees, regardless of whether such individual or entity is named in this Agreement.

24.9 Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered personally, by messenger, by recognized overnight courier service or by registered or certified U. S. mail with return receipt requested, and addressed to the address of the intended recipient at the following addresses:

A. To the City:

Chief Administrative Officer
City of Richmond, Virginia
900 East Broad Street, Suite 201
Richmond, Virginia 23219

B. To the Club:

Domino Consulting, Inc.
4 Matz Drive
Shillington, Pennsylvania 19600
Attention: Chuck Domino

Either party may change any of its address information given above by giving notice in writing stating its new address to the other party.

24.10 **Waiver.** No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder shall be effective unless in writing and signed by the waiving party. No waiver by any party of any default, misrepresentation or breach of warranty or covenant hereunder shall be deemed to extend to any prior or subsequent default, misrepresentation or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any such prior or subsequent occurrence.

24.11 **Public Disclosure.** The Club acknowledges and agrees that this Agreement and any other records furnished, prepared by or in the possession of the City or its agents may be subject to the retention and disposition requirements of the Virginia Public Records Act and the public disclosure requirements of the Virginia Freedom of Information Act.

24.12 **Authorization.** The Chief Administrative Officer of the City of Richmond, Virginia or a designee thereof is authorized to act on behalf of the City under this Agreement.

24.13 **Subject-to-Appropriations.** All payments and other performances by the City under this Agreement are subject to annual or periodic appropriations therefor by the City Council. It is understood and agreed between the City and the Club that the City shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of performing this Agreement. Under no circumstances shall the City's total liability under this Agreement exceed the total amount of the funds appropriated by the City Council for the City's performance of this Agreement.

[Signature Page Follows.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers all as of the day and year first above written.

THE CLUB:

NAVIGATORS BASEBALL LP, a Delaware limited partnership

By: Navigators Baseball Inc., a Delaware corporation, its duly authorized General Partner

By: _____
Name: _____
Its: _____

THE CITY:

CITY OF RICHMOND VIRGINIA, a municipal corporation and political subdivision of the Commonwealth of Virginia

By: _____
Name: _____
Its: _____

Approved as to form

Deputy City Attorney

Exhibit A

All that certain lot, piece or parcel of land together with improvements thereon and appurtenances thereunto belonging, lying and being on the east line of North Boulevard in the City of Richmond, Virginia, all as shown on a plat entitled "Parker Field Baseball Field Site" dated May 8, 1984 prepared by the Department of Public Works, Richmond, Virginia as Drawing No. N-21193, to which plat reference is hereby made for a more particular description as follows:

BEGINNING at a point on the east right of way line of North Boulevard that lies S 23° 35' 13" W. 722.23 feet from the south right of way line of Robin Hood Road; thence N 60° 12' 22" E 443.96 feet to an iron pin; thence S 66° 24' 47" E 137.46 feet to an iron pin; thence S 29° 51' 20" E 515.70 feet to an iron pin; thence S 60° 06' 04" W 591.44 feet to an iron pin; thence N 29° 52' 55" W 578.185 feet to the east right of way line of North Boulevard; thence N 23° 35' 13" E 81.99 feet along said right of way to the point of **BEGINNING**.

BEING the same property conveyed to the Richmond Metropolitan Authority, a political subdivision of the Commonwealth of Virginia, by deed from the City of Richmond, a municipal corporation of the Commonwealth of Virginia, dated August 30, 1984 and recorded September 7, 1984 in Deed Book 17, page 53.

Exhibit B**Maintenance and Cleaning Responsibilities**

| ITEM | | CITY | CLUB |
|--------------------------------|---|------|------|
| Structure | | | |
| | Stadium Structure | | |
| | Roofs | X | |
| | Water Sealing | X | |
| | Concrete Slabs | X | |
| | Windows | X | |
| | Black Top | | X |
| | | R | M |
| Stadium | | | |
| | Cabinetry & Millwork | | |
| | Aluminum Bleachers | | X |
| | Seats | X | |
| | Cup-holders | | X |
| | Field Lamps | | X |
| | Field Fixtures | | X |
| | Concessions Furniture & Equipment | R | M |
| | Tents/Canopies | | X |
| | Playground Equipment | | X |
| | Batting Tunnel | | X |
| | Bathroom Fixtures | | X |
| | Marquee | R | M |
| | Picnic Area | | X |
| | Signs & Wayfinding | | X |
| | | | X |
| Fire Suppression System | | | |
| | Fire Extinguishers (not including concession stands) | X | |
| | Sprinkler System (Existing Wet & Dry system in Tunnel) | X | |
| | Sprinkler System and any other Fire Suppression (in concession areas) | | X |
| Stadium Systems | | | |
| | Plumbing System | | |
| | Electrical System (does not include skyboxes) | X | |
| | HVAC (does not include skyboxes) | R | M |
| | Irrigation System | R | M |
| | Burglar Protection System | R | M |
| | Stadium Door Keying System | | X |
| | Generator | | X |
| | Emergency Lighting | X | |
| | Elevator | R | M |
| | | X | |

| ITEM | | CITY | CLUB |
|---|---|------|------|
| Cleaning and Maintenance-Stadium | | | |
| | General Cleaning After Baseball Games | | X |
| | General Cleaning After CLUB Events | | X |
| | General Cleaning After RMA Events | X | |
| | Pest Control and Extermination | | X |
| | Trash Removal | | X |
| | Interior Painting | | X |
| | Exterior Painting | | X |
| Playing Field | | | |
| | Field Preparation for Games | | X |
| | Grass Cutting | | X |
| | Sod Repair and Replacement | | X |
| | Field Drainage System | | X |
| | Foul Ball Screen | | X |
| | Outfield Fence | | X |
| | Back Stop | | X |
| | Dugouts | | X |
| | Bullpens | | X |
| | Infield Tarp & roller | | X |
| Clubhouses and Umpires Room | | | |
| | Lockers | | X |
| | Trainer's Equipment | | X |
| | Laundry Equipment | | X |
| | Baseball Equipment | | X |
| | Carpet | | X |
| Administrative Offices | | | |
| | Office Furniture | | X |
| | Office Equipment | | X |
| | Telephone Equipment | | X |
| | Carpet | | X |
| Press Box | | | |
| | Furniture | | X |
| | Equipment | | X |
| | Electrical components | | X |
| | Telephone Equipment | | X |
| Skyboxes | | | |
| | Furniture | | X |
| | Interior finishes (floors, walls, ceilings) | | X |
| | Electrical/Communication fixtures | | X |
| | Plumbing fixtures | | X |
| | Appliances | | X |

| ITEM | | CITY | CLUB |
|-------------------------------------|------------------------------------|------|------|
| | HVAC | | |
| | Roofs | | X |
| | Windows and doors | X | |
| | Electric feed to box | | X |
| | Water service to box | X | |
| | Structural shell | X | |
| Communications | | | |
| | P/A System | | |
| | Scoreboards | | X |
| | Electronic Message Center | | X |
| | Pitch Speed Indicator | | X |
| | Ticket Booth Communication Systems | | X |
| | Phone Systems | | X |
| Parking Lots & Sidewalks | | | |
| | Landscaping | | |
| | Curbing | | X |
| | Debris Removal | X | |
| | Sweeping | | X |
| | Patching | | X |
| | Lighting Fixtures | X | |
| | Snow Removal | X | |
| | Sidewalks | | X |
| | Lamp Replacement | X | |
| | Gates/Fencing | | X |
| | Striping | X | |
| | | | X |

In the event of a conflict between the provisions of this Exhibit B and the specific wording in the various sections of the Agreement, the specific wording of the Agreement shall control.

- R - Replacement obligation; provided that where the City has the obligation to replace, and the Club has the obligation to maintain, such maintenance shall be performed routinely and satisfactorily.
- M - Maintenance obligation; provided that where the City has the obligation to replace, and the Club has the obligation to maintain, such maintenance shall be performed routinely and satisfactorily.
- X - Maintenance and replacement obligation.