

Summary of the Stadium Use Agreement

The Stadium Use Agreement (UA) is a long term agreement between the Authority and the Team.

Article 1 – Definitions; Construction of Terms

- Describes terms used in the agreement

Article 2- Initial Term of Agreement; Renewal Terms

- An initial 30 year Use Agreement
- Team shall have the right to extend the term of the agreement for up to 4 consecutive renewal periods of 5 years each

Article 3 – Stadium Use and Scheduling

- Team shall have the exclusive right to exhibit professional football games at the stadium
- Authority has exclusive right to operate and use the stadium for non Team event days
- International games: 3 in first 15 years (including prior to opening); up to 3 in last 15 years of agreement term
- Team has 5 years to establish a Major League Soccer (MLS) team
- Park Use agreement must be agreed to by the Team and the Authority

Article 4 – Use Fee, Payments and Other Financial Matters

- Team will pay a Use Fee (rent) of \$8.5 million annually to the Authority to defray operating costs and this fee will increase by 3% each year.
- Team will pay the Authority \$1.5 million annually for capital enhancements. This amount will be increased annually by 3%

Article 5 – Management and Budget; Expenses

- Authority has the responsibility for operations, maintenance and management of the new stadium
- The Team and Authority will mutually agree on a third party management company, individual, or program manager to manage the stadium
- The Authority is responsible for operating expenses associated with the stadium, except on Team event days.
- Team pays event day expenses.

Article 6 – Stadium Builder's Licenses

- The Authority owns and shall retain the exclusive right to sell SBL's *See Development Agreement

Article 7 – Injunctive Relief and Specific Performance; Required Authority Exculpatory Provision

Article 8 – Revenue Generally

Article 9 – Ticket Revenue

- Team will have exclusive control of all admission passes and tickets to Team stadium events
- Authority will have exclusive control of all admission passes and tickets to Authority events
- The box office will be available to the Team and Authority to sell tickets to respective events

Article 10- Suites, Club Seats, Loge Boxes

- Team has exclusive right to market all suites for Team stadium events

Article 11 – Naming Rights Entitlement Rights and Image Rights

- Team shall have the exclusive right to sell naming rights
- Naming rights will be sold for the stadium and the plaza
- The Team will receive all revenue from naming rights

Article 12 – Concessions and other Food Beverage Service

- Team will receive all revenues from Concessions during Team events
- Authority will receive all revenues from Concessions during Authority events

Article 13 – Merchandise

- Team shall have exclusive right to sell merchandise during games
- Authority shall have the right to sell merchandise during Authority events

Article 14 – Team Year Round Use Areas and Team Allocated Spaces

Article 15 – Broadcast Rights; Broadcaster Access

Article 16 – Communications Systems

Article 17 – Intellectual Rights

Article 18 – Signage and Sponsorship Areas

- Describes how Authority and Team will coordinate and communicate signage agreements
- Describes sponsorship areas

Article 19 – Advertising Rights

Article 20 – Parking

- Authority will provide access to 2,500 Authority owned or leased parking spaces for Team games

Article 21 – Tours

- The Authority will have the exclusive right to conduct tours of the stadium
- The Authority will have the right to revenues from tours

Article 22 – Automated Teller Machines and Banking Machines

Article 23 – Assignment; Sale of Team; Leasehold Mortgages; Team Records; Training Facility Location; Business Office

Article 24 – Game Day Obligations on Team Stadium Event Days; other Related Obligations

- Team will arrange and pay for staffing, security and services
- Authority will ensure that
 - The field shall consist of a high quality, properly installed playing surface; conform to NFL rules;
 - Stadium has all equipment and fixtures necessary for playing professional football
 - All systems, utility, lighting, communications, etc are in good working order
 - Stadium will be free of debris
 - Operable feature is opened or closed per Team's request
- Team will help promote the award of at least one Super Bowl and NFL meeting at the stadium

Article 25 – Representation and Warranties

- Describes Team and Authority's organization and binding obligation and enforcement

Article 26 – Limitation of Liability; Indemnification; Special Team Remedies

- Discusses liability of either party

Article 27 – Termination; Default

Article 28 – Damage or Destruction

Article 29 – Force Majeure

- Outlines procedures in the event of a force majeure

Article 30 – Insurance

- Details the levels of insurance the Authority will hold

Article 31 – Possession of and Title to Real Property; Eminent Domain

Article 32 – Miscellaneous

Exhibits

- Exhibit A – Definition of terms
- Exhibit B – Form of Acknowledgement of Commencement Date
- Exhibit C – Legal descriptions of stadium site
- Exhibit D – Park Use agreement
- Exhibit E – Team’s Stadium Property
- Exhibit F – Affordable Seating Program
- Exhibit G – General Authority Guidelines for Terms and Conditions and Use of Suites, Club Seats, and Loge Box Suites
- Exhibit H – Preliminary Signage Plan
- Exhibit H-2 – Final Signage Plan
- Exhibit I – Form of Assignment and Assumption Agreement
- Exhibit J – Form of Memorandum of Use Agreement
- Exhibit L – Permitted Encumbrances
- Exhibit M-1 – Preliminary Site Plan
- Exhibit M-2 Final Site Plan
- Schedule 1 – Team’s Annual Operating Cost Payment Schedule
- Schedule 2 – Team’s Annual Capital Payment Schedule