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**USE LICENSE AGREEMENT**

**BY AND BETWEEN**

**City of Jacksonville**

**and**

**Sunshine Soccer Group, LLC**

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## USE LICENSE AGREEMENT

**THIS USE LICENSE AGREEMENT** (together with the Exhibits attached hereto, this “**Agreement**”) is dated as of this \_\_\_\_ day of \_\_\_\_\_, 2014 (the “**Effective Date**”), by and between the **City of Jacksonville**, a Florida municipal corporation and political subdivision of the State of Florida (the “**City**”), with a principal business address of 117 West Duval Street, Suite 400, Jacksonville, Florida 32202, and **Sunshine Soccer Group, LLC**, a Florida limited liability company, whose current address is One Independent Drive, Suite 3232, Jacksonville, Florida 32202 (the “**Licensee**”). The “**Effective Date**” set forth in the first sentence of this Agreement shall be the date on which the last party executes this Agreement, or as otherwise may be specifically agreed by both parties. Such date, once inserted, shall be established as the final day of ratification by all parties to this Agreement, and shall be the date for use throughout this Agreement as the “**Effective Date.**”

### BACKGROUND

**WHEREAS**, SMG, a Pennsylvania general partnership (“**SMG**”) is a party to that certain management agreement (the “**Management Agreement**”) dated as of April 1, 2013, as amended or extended from time to time, with the City, whereby SMG has agreed to manage and operate certain public assembly facilities (collectively, the “**Sports Complex**”), including, but not limited to, a facility commonly known as the **Baseball Grounds of Jacksonville** (the “**Facility**”), located at 301 A. Philip Randolph Blvd., Jacksonville, Florida 32202, as depicted on Exhibit A attached hereto, which is owned by City. Licensee desires to use the Facility, as set forth below, for the purposes stated herein; and

**WHEREAS**, Licensee has obtained a franchise and has become a member of the North American Soccer League (the “**NASL**”), with the franchise being named the Jacksonville Armada FC (the “**Armada**”), which franchise shall represent the City of Jacksonville in the NASL, and with play scheduled to begin in the spring of 2015; and

**WHEREAS**, Licensee is investing resources in Jacksonville with the mission of improving the quality of life of the citizens in its home community; and

**WHEREAS**, as a fundamental component of Licensee’s effort to start a professional soccer team, Licensee wishes to use and occupy the Facility according to the terms, covenants and conditions set forth herein; and

**WHEREAS**, City wishes to enter into such an agreement with Licensee on the terms and conditions contained herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises, covenants, and agreements herein contained, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Soccer Events; Authorized Areas of the Facility.**

(a) City hereby grants Licensee, upon the terms and conditions hereinafter expressed, the exclusive license to use, during the applicable Operative Period (as such term is defined in this Section 1(a)), and other times as agreed to in writing by the parties, the Authorized Areas (as such term is defined in this Section 1(a)) of the Facility for the Soccer Events (as such term is defined in Section 1(c) of this Agreement). As used in this Agreement, the term “**Operative Period**” shall mean that certain range of dates comprised of all Licensee home game dates, as scheduled in accordance with this Agreement, during the period commencing upon January 1st, up through and including the date that is the later to occur of (i) November 15th, or (ii) the end of Licensee’s NASL season, including the post-season (if applicable) and Soccer Bowl (if applicable), of each calendar year during the Initial Term of this Agreement, as amended or extended, less and except Home Games (as such term is defined in the Suns Lease). As used in this Agreement, the term “**Authorized Areas**” shall have the meaning as set forth below. This Agreement is made subject to the terms and conditions of the following pre-existing agreements (collectively, and as subsequently amended, extended or renewed, and including any future tenants operating a minor league baseball team at the Facility or operating an NFL team at EverBank Field the “**Pre-Existing Rights**”): (i) that certain Lease Agreement between the City of Jacksonville and the Jacksonville Jaguars, LLC, dated September 7, 1993; (ii) that certain Sports Facility Lease Agreement dated April 1, 2003, between the City and Baseball Jax, Inc. (“BJI”) (the “Suns Lease”); (iii) the Amended and Restated Agreement between the City and Duval County Fair, Inc., dated July 9, 2003; (iv) that certain Amendment and Restatement of Agreement for 2010-2016 between the City and The University Athletic Association, Inc. and the University of Georgia Athletic Association, Inc. dated September 1, 2010; and (v) that certain Amended and Restated Lease dated October 26, 1994 between the City and The Gator Bowl Association, Inc.

(b) The Authorized Areas of the Facility shall include the following areas: (i) the playing field; (ii) existing sports field lighting; (iii) restrooms; (iv) the current public address/entertainment audio and videoboard system; (v) the shared Ticket Areas (as such term is hereinafter defined); (vi) a media/press area; (vii) areas for television compound areas to park television trucks as available; (viii) locker rooms (except the locker room designated for the use of the Jacksonville Suns (the “Suns”) pursuant to the Suns Lease); (ix) training rooms subject to any approvals required under the Suns Lease; (x) party decks; (xi) any existing televisions and/or media stands; (xii) existing seating areas; (xiii) any additional temporary bleachers as deemed necessary by Licensee at the sole cost and expense of Licensee; provided, however, City shall be authorized in its reasonable discretion to prohibit Licensee’s use of such temporary bleachers in the event the use thereof materially damages or may damage the playing surface; (xiv) laundry room subject to any approvals required under the Suns Lease; (xv) “field-side” seating at the sole cost and expense of Licensee; (xvi) craft beer garden subject to any approvals required by the Suns Lease; (xvii) family party area; (xviii) hospitality areas; (xix) signage areas within the Facility, subject to any pre-existing contractual requirements between the Suns and its sponsors; and (xx) unsold luxury suites as set forth in this Agreement.

(c) During each Operative Period, Licensee may use the Authorized Areas for any of the following uses: (i) preseason and/or exhibition Armada soccer games; (ii) regular season home Armada soccer games; (iii) additional dates for Armada home playoff games (if

applicable); (iv) pre-game walk through practices, and any additional practices, including open practices and team practices, with the prior written consent of the City, which shall not be unreasonably withheld, conditioned or delayed; (v) closed, non-ticketed scrimmages, with the prior written consent of the City, not to be unreasonably withheld, conditioned, or delayed; (vi) other Licensee sponsored soccer events including, but not limited to, pre-season games between Armada and MLS, "friendlies" between Armada and with U.S. and foreign professional soccer teams, U.S. Soccer Cup Events, U.S. Open Cup events and any professional soccer games featuring the Armada not set forth above; and (vii) pre- and post-game activities, subject to the obligations of the City to convert the playing surface from and to a baseball diamond per this Agreement and the Suns Lease (each of the foregoing uses shall be individually referred to herein as a "Soccer Event" and collectively as "Soccer Events"). For purposes of the Suns Lease, the parties hereto acknowledge and agree that Soccer Events are each a City Event under the Suns Lease. Notwithstanding the foregoing, the parties agree that in the event the City determines in its reasonable discretion that the playing surface of the Facility would be materially degraded by the foregoing uses, the City may restrict Licensee's use of the playing surface, excluding games in which Armada are participating.

(d) The times and dates of the Soccer Events will be contained within the Operative Period. The initial Operative Period for calendar year 2015 is attached to this Agreement as Exhibit B. All Soccer Events shall be contained within the applicable Operative Period for each year during the Initial Term of this Agreement, as amended or extended, unless otherwise agreed to in writing by the parties hereto. No later than September 1<sup>st</sup> of each calendar year of this Agreement, City shall provide Licensee with a list of available dates for the scheduling of its Soccer Events (the "Available Operative Period Dates"). The scheduling of Armada soccer games will be as determined by the NASL, but City has no obligation to make the Facility available for Licensee except within the Available Operative Period Dates; provided, however, that the parties hereto acknowledge and agree that the City cannot provide in advance any playoff dates under the Suns Lease, and any playoff dates under the Suns Lease take precedence over Licensee's use of the Facility. In the event of any scheduling conflict as between BJI and Licensee during the Baseball Season (as such term is defined in the Suns Lease), BJI's use shall prevail, and Licensee shall be responsible for re-scheduling the affected Soccer Event at its sole cost and expense to another Available Operative Period Date, or moving the Soccer Event to an alternative location, at its sole cost and expense. For purposes of clarity, Licensee acknowledges the Pre-Existing Rights and that other events in the Sports Complex and surrounding area may overlap with its Soccer Events dates and limit the availability of parking and use of the Pre-Game Party Area.

(e) City shall make the Facility, excluding the playing surface, available commencing 6:00 a.m. on the day prior to each Soccer Event in the Operative Period and concluding at the earlier of: (i) the end of the game and conclusion of the post-game activities, if any, or; (ii) 11:59 p.m. on the date of the applicable Soccer Event, unless otherwise agreed upon in writing in advance by both parties. The playing surface shall be made available commencing 6:00 a.m. on the day of each Soccer Event in the Operative Period and concluding at the earlier of: (i) the end of the game and conclusion of the post-game activities, if any, or; (ii) 11:59 p.m. on the date of the Soccer Event.

(f) In the event Licensee desires to use the Authorized Areas or any other

portion of the Facility at any time other than during the applicable Operative Period for events including, but not limited to, (i) out-of season events; (ii) "select-your-seat" ticket events; (iii) specific sponsor events; (iv) off-season fan events, including, but not limited to, movie nights for fans; (v) fundraising events; (vi) youth soccer games; (vii) day camps, and (viii) press conferences and other media events (collectively, "**Non-Operative Period Events**"), Licensee shall make a written request to SMG's designated management representative for such use of the Facility, in compliance with the standard scheduling, use and booking policies of SMG for the Facility for all third party users of the Facility, and subject to the Pre-Existing Rights. All Non-Operative Period Events shall be at the sole cost and expense of Licensee, with any revenues generated therefrom retained by Licensee, consistent with revenues retained by Licensee for Soccer Events. The most recent standard scheduling, use and booking policies of SMG for the Facility are attached hereto as Exhibit L. City agrees that it will use good faith and commercially reasonable efforts to accommodate all such requests by Licensee for Non-Operative Period Events.

(g) Upon request and subject to BJI's pre-existing rights under the Suns Lease and the rights of any third party users of the Facility, Licensee, and its guests, invitees, patrons, officers, agents, employees, licensees, successors and assigns, shall have reasonable access to (i) the Authorized Areas, as shall be reasonably necessary, to gain access to the Temporary Signage (as such term is hereinafter defined), (ii) the Facility in order for sponsors to place signage and experiential marketing at Soccer Events, (iii) the Authorized Areas for third party agents of Licensee, including, but not limited to, Corr Digital and Sight & Sound or other licensee designee, and (iv) the Parking Facility (as such term is hereinafter defined) in the locations set forth on Exhibit H attached hereto. All activities of Licensee under this section (g) shall be at Licensee's sole cost and expense. Notwithstanding any other provision to the contrary in this Section, Licensee shall not have the right to have its third party agents perform any work in the Facility, without the prior written approval of the City, which may be withheld for any reason or no reason. Under no circumstances shall Licensee have any right to operate any portion of the Facility or any of its systems.

(h) Notwithstanding anything to the contrary contained in this Agreement, City acknowledges and agrees that during Soccer Events, and subject to availability and subject to Licensee acquiring any permitting and other governmental approvals as may be necessary for the same, Licensee may have the use of that certain area located beyond the dripline of the Facility ~~in the area outside, consisting of the Facility as depicted in the grassy~~ grass covered area adjacent to and north of the Facility outlined (the "Grass Parking Lot"), as depicted on Exhibit C attached hereto (the "Pre-Game Party Area"). Licensee's use of the Grass Parking Lot shall be subject to the uses of the Jacksonville Historical Society, Inc. For purposes of clarity, the parties acknowledge Licensee intends to seek Special Events permits and road closure approvals as necessary for events at the Pre-Game Party Area. City acknowledges Licensee's intended uses for the Pre-Game Party Area shall include, but not be limited to, (1) concessions/food areas/food trucks, (2) entertainment area/stage, (3) seated serving areas, (4) merchandise sales tents and kiosks, (5) "Soccer Experience" inflatables area, and (6) toilets. Prior to each Soccer Event, Licensee, at Licensee's sole cost and expense, shall obtain all necessary municipal, governmental and quasi-governmental permits, licenses and approvals as necessary for Licensee's use of the Pre-Game Party Area as described herein, including, but not limited to, any licenses(s) or permits required for the sale of beer, wine and alcohol in the Pre-Game Party Area. Notwithstanding

anything to the contrary contained herein, City agrees to (i) waive any City imposed special events permitting fees (excluding road closure fees) in connection with Licensee's permitting in connection with Licensee events at the Pre-Game Party Area, and (ii) use commercially reasonable efforts to assist Licensee in obtaining any required City permits for the Pre-Game Party Area. Licensee shall (1) retain one hundred percent (100%) of all revenue generated from the Pre-Game Party Area before, during, and after Soccer Events, and (2) be responsible for the staffing and operating expenses incurred during Licensee's use of the Pre-Game Party Area during Soccer Events. Licensee shall also, at its sole cost and expense, be responsible for (a) the required police and first aid officers in the Pre-Game Party Area during Soccer Events, (b) the costs and expenses for the electricity and electrical infrastructure in the Pre-Game Party Area during Soccer Events, ~~in the Pre-Game Party Area during Soccer Events~~, provided that City, at no external cost to City, shall authorize Licensee to have access to the existing electrical infrastructure for the Pre-Game Party Area. Should any upgrades or improvements be required to accommodate Licensee's electrical needs, such improvements shall be subject to the review and approval of the City, and shall be at the sole cost and expense of Licensee. As between City and Licensee during Soccer Events, Licensee shall have the sole right to sell, and retain 100% of revenue generated from, concessions within the Pre-Game Party Area.

## 2. Condition of Facility.

(a) City, at its sole cost and expense, shall maintain, repair and replace (as necessary) all of the Facility in good working order, condition and repair, including, but not limited to, the playing surface (pursuant to the obligations of the parties under the Suns Lease) of the Facility, replacement of parts and equipment, plate glass, emergency generator (for critical systems only), all plumbing, drainage (within the Facility) and sewage facilities within the Facility (including free flow up to main sewer line), fixtures, ventilation, heating, air conditioning and electrical systems, fire sprinkler systems, walls, floors, ceilings, structural supports, lighting and seating, in a clean, sanitary and safe condition in accordance with all applicable laws, ordinances, and regulations. Notwithstanding the foregoing, in the event the playing surface is materially degraded as a result of Armada's use of the same such that repairs are reasonably necessary to the playing surface, such repairs shall be at the sole cost and expense of the Armada, and shall be paid within forty-five (45) days after its receipt of a written invoice for same.

(b) To the extent that Conversion Funds, ~~(as defined in Section 5(d)(iv) below,)~~ are available, if so directed by Licensee in writing, City shall utilize the Conversion Funds to pay for the costs of repairs to the playing surface in connection with this section.

(c) City shall cause the Facility to be prepared for a professional soccer game by no later than 6:00 a.m. on the day of the applicable Soccer Event, such that the playing field is ready for play in accordance with the standard of care as required by the Suns Lease and as otherwise detailed on Exhibit D attached hereto, including, but not limited to, converting the playing surface from a baseball diamond to a soccer playing field. City does not represent or warrant it is in possession of all the tangible personal property referenced in Exhibit D, but will supply what responsive tangible personal property it may have that is in the possession of SMG in its "as-is, where-is" condition, and Licensee shall be responsible for any additional tangible personal property required in Exhibit D, at its sole cost and expense. Notwithstanding anything

contained in this Agreement to the contrary, in the event that at any time during the Initial Term of this Agreement, as amended or extended, City fails to (a) prepare the soccer playing field in the Facility in accordance with the times, dates, specifications and requirements set forth in this Agreement, and/or (b) timely convert the baseball diamond to a soccer playing field as required by this Agreement (subject to any Force Majeure event), then Licensee may elect to terminate this Agreement, without penalty to Licensee, upon providing written notice of such termination to City; provided however, that in the event City, through no fault of its own, is unable to convert the playing surface in a timely manner, Licensee shall not have right to terminate this Agreement. City shall not be liable to Licensee for any damages of any kind in the event of a termination under this section.

(d) City agrees that when there are no other events (e.g., Suns baseball games) scheduled in the Facility between two (2) Soccer Events, City will leave the aforementioned soccer playing field in place. City shall also clean the Facility prior to each ~~Soccer Event~~ Events set forth in Sections 1(c)(i), (ii), (iii), and (vi) above, in accordance with the specifications and procedures set forth on Exhibit I2 attached hereto. Subject to the Suns Lease and Facility availability, commencing one week prior to each Soccer Event, Licensee may inspect the Facility prior to the commencement of each Soccer Event and request reasonable material changes prior to each Soccer Event, but Licensee shall assume no duty to do so nor to ascertain whether the Facility is in the condition as specified in Section 2 of this Agreement. City shall not be obligated to fulfill any such requests made by Licensee. The parties agree to conduct a pre-Soccer Event operations meeting with representatives from both Licensee, and City (i) at least five (5) days prior to the actual day of the applicable Soccer Event, and (ii) with the time and location of such meeting to be mutually agreed upon by the parties, and with representatives from any necessary third parties (e.g., representatives for concessions, security, JSO, parking, etc.) to attend such meeting as well as available. -

(e)            City, at City's cost and expense ~~(and not included in the definition of Operating Expenses)~~, shall furnish by 6:00 a.m. on the day of each Soccer Event, existing general lighting from the permanent fixtures and equipment in the Facility, electricity, heat and/or air conditioning as may be appropriate, water for normal usage as now installed in the Facility, and normal janitorial services to provide a neat and pleasant environment for spectators.

i.            By no later than 6:00 a.m. on the day ~~of each Soccer Event, City shall, at its cost and expense,~~ ensure that: (1) the Facility, including, but not limited to, the ~~baseball stadium and the land and parking lots around~~ adjacent to the baseball stadium, inclusive of the circulation corridors between same, are cleaned, mowed and washed; (2) all field lights are checked and re-lamped on a bi-annual basis; (3) any loose equipment and materials are moved and stored in nonpublic areas; (4) ~~the field is painted and stenciled as provided above;~~ (5) all permanent seats and aisles are clearly numbered and/or lettered; ~~(and (5) ensure all garbage and refuse within the Facility has been properly disposed.~~

ii.            By no later than 6:00 a.m. on the day of each Soccer Event, City shall, at Licensee's sole cost and expense, ensure that: (1) the field is painted and stenciled; (2) all Temporary Signage (as such term is defined in Section 89(d) of this Agreement) ~~as set forth in Exhibit F attached hereto,~~ is installed; (73) if requested by Licensee, and at Licensee's sole cost and expense, City may approve in its reasonable discretion Licensee's sign

company to perform the covering of signage at the Facility, so as to render the Facility "white" such that all branding and advertising in the Facility, other than Licensee's and its sponsors' branding and advertising, is completely covered, subject to any contractual requirements for existing sponsors at the Facility; ~~(8) all temporary bleachers and/or seatbacks, if any, have been properly installed (at Licensee's sole cost, and expense); (9) Licensee has access to existing cabling and wiring in the Facility for the broadcast of its games; provided, however, City makes no representations or warranties as to whether such cabling and wiring will be sufficient for Licensee's intended uses; and (10) all garbage and refuse located in the Facility has been properly disposed of.~~ All of the foregoing services shall be in this sub-section 2(e)(ii) are deemed Operating Expenses, as defined below, and shall be at the sole cost and expense of Licensee except as set forth below. Notwithstanding any other provision in this Agreement to the contrary, Licensee accepts the Facility in its "as is," "where is" condition, and Licensee acknowledges the Facility may not comply with certain FIFA and NASL regulations or guidelines, including but not limited to the condition of the playing surface, and any broadcast and lighting requirements, and City shall have no obligation to remedy such issues any noncompliance with the exception of the services set forth in the foregoing items (1), (2), (3), (5) and (10) of this Section 2(e), which services shall be at the sole cost and expense of City and shall not be deemed Operating Expenses. any applicable FIFA or NASL guidelines. City shall maintain the Facility to the standard of care as required by the Suns Lease.

(e)

(f) During the Soccer Events, and any other times agreed to in writing by the parties hereto, City, at its sole cost and expense, shall (i) provide all utilities necessary and/or desirable for the operation of the Facility, including, but not limited to, electricity, water, sewer, air conditioning, hook-ups for broadcasting and radio, (ii) be responsible for the payment of all charges (including utility deposits) for the use and consumption of, all utility services including, without limitation, electric service, water service, and sewer service, provided to the Facility, and (iii) be responsible for all cleaning, maintenance, periodic pest control maintenance, painting and other normal and routine repair of the Facility, including, but not limited to, all utilities, including those that may be installed for the exclusive use of Licensee. City acknowledges and agrees that the utilities set forth in this Section 2(e) are (a) at City's sole cost and expense, and (b) expressly excluded from the definition of Operating Expenses. Notwithstanding the foregoing, City shall have no financial obligation in connection with the installation, repair, maintenance or removal of any temporary seating or seat backs, nor shall the City have any financial obligations to install, repair, maintain or remove Licensee's signage.

(g) Subject to the written approval of the City, which shall not be unreasonably withheld or delayed, Licensee may, but shall not be obligated to, purchase furniture and equipment, as approved by City, to be used in the Facility during Soccer Events. At the expiration or earlier termination of this Agreement, such furniture and equipment shall remain the property of Licensee. City shall not be responsible for any Licensee property that is used during Soccer Events or that Licensee leaves, with prior written approval of City, in the Facility between Soccer Events. Notwithstanding anything contained herein to the contrary, Licensee may at its election, at the expiration or earlier termination of this Agreement, leave behind any cabling and/or wiring which it installed in the Facility.

(h) City agrees that on or before the initial Soccer Event, City shall, at its sole cost and expense, perform certain improvements in the Facility, which improvements shall

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include, but not be limited to, the installation of a (i) pitching mound system and purchase of related Field Conversion equipment, (ii) A-frame field advertising structure and (iii) camera stalls (collectively, the “**Initial Improvements**”). The City’s maximum financial obligation in connection with the Initial Improvements shall be a fixed, monetary amount not to exceed ~~THREE HUNDRED THOUSAND~~ AND NO/100 DOLLARS (\$300,000.00). City and Licensee shall reasonably cooperate regarding the scheduling and installation of such Initial Improvements. Any additional capital improvements requests made by Licensee shall be subject to review and approval by City, which shall not be unreasonably withheld, conditioned or delayed, and shall be at Licensee’s sole cost and expense, and shall be subject to City Council approval and lawful appropriation of funds therefor.

3. **Term of License.**

The initial term of this Agreement shall be for a period of thirty-eight (38) months and commences upon November 1, 2014 (the “**Commencement Date**”), and expires at 11:59 p.m. prevailing Eastern time on December 31, 2017 (the “**Initial Term**”). Licensee shall have the option to extend the term of this Agreement for up to five (5) additional one (1) year terms, upon the same terms and conditions as set forth in the Agreement (individually a “**Renewal Term**” and collectively, the “**Renewal Terms**”). To exercise the option for any Renewal Term, Licensee must give City written notice of such exercise at least one hundred twenty (120) days prior to the expiration date of the initial term or the expiration of the applicable Renewal Term. If Licensee exercises its renewal option as set forth herein, then during the applicable Renewal Term, City and Licensee’s respective rights, duties and obligations shall be governed by the terms and conditions of the Agreement.

4. **Disaster Staging Uses.**

The City may, in each instance of actual or imminently threatened natural disaster, use the Facility for disaster response or other related uses (“**Disaster Staging Uses**”), provided that (i) there will not be any cost to Licensee and (ii) the City will immediately restore any resulting damage to the playing surface or any other element of the Facility caused as a result of the Disaster Staging Use (however, any loss caused by the natural disaster, as opposed to the City’s Disaster Staging Use, is excluded and is governed by Force Majeure). The City shall not be responsible to Licensee for any loss of revenue or consequential damages resulting from Disaster Staging Uses, except any attributable to its failure to duly effect any such restoration and restore full use of the Facility to Licensee immediately following the end of the disaster.

5. **Merchandising, Broadcast/Media Rights, and Operating Expenses and Complimentary Tickets.**

(a) **Merchandising.** Licensee, at the sole cost and expense of Licensee, shall receive one hundred percent (100%) of gross novelty and merchandising revenue generated in connection with each Soccer Event and Non-Operative Period Events. City recognizes that from time to time Licensee itself (or its merchandiser) may desire to give away certain promotional items. Licensee, or an agent of Licensee, may also sell (or provide to its merchandiser for sale) during the events at the Facility, printed game programs. Licensee shall receive one hundred (100%) of all gross revenues derived from the sale of said programs. The

locations for merchandise, novelty and program sales in and around the Facility are set forth on Exhibit G attached hereto. Licensee may use, without limitation, any likeness, reference to, or representation of the Baseball Grounds of Jacksonville when Licensee includes such likeness, reference to, or representation of, in conjunction with Licensee's corporate logos or marks. Licensee shall retain all revenues from the sale of memorabilia, novelty items and other Armada-related non-food and beverage concessions. With regard to signage, Licensee shall comply with any requirements of any future naming rights agreement for the Facility. Notwithstanding anything to the contrary in this Agreement, Licensee shall comply with all requirements of City Ordinance 2012-500-E regarding the name of the playing field at the Facility.

(b) **Logo Rights.** City and its agents shall have a non-exclusive, non-transferable, royalty free, worldwide license to use, reproduce and display certain Licensee logos and trademarks (collectively the "**Licensee Marks**"), for the purposes of promoting and marketing the City, Facility, Licensee, any future naming rights sponsor of the Facility, provided that prior to each such use by City of the Licensee Marks, City shall obtain Licensee's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. The Licensee Marks may not be used for any other purposes without the prior written consent of Licensee. City shall have no rights or interest in the ownership of, or any good will associated with the Licensee Marks.

(c) **Broadcast/Media Rights.** During the Initial Term of this Agreement, as amended or extended, City will permit, and Licensee shall have the right to utilize, at its sole cost and expense, any radio station, including, but not limited to, Licensee's designated radio station(s), or television station to broadcast, stream over the Internet and/or televise, by means of any and every medium, whether aural, visual or audiovisual, whether now existing or hereafter developed and whether live or delayed, including but not limited to, Soccer Events in the Facility. Licensee shall own exclusively, and on a worldwide basis, all rights relating to all recordings and distribution of each Soccer Event by means of any and every medium, whether aural, visual or audiovisual, whether now existing or hereafter developed, and whether live or delayed, including but not limited to television, radio, streaming content, digital, Internet and wireless media, to record the broadcast of each game for all uses of Licensee's choosing, to transmit game information via the Internet or other means, whether now existing or hereafter developed, and to photograph each game by means of still, digital, video-tape or other means whether now existing or hereafter developed and to grant and license such rights to one or more third parties of Licensee's choosing. Licensee shall have the sole right and authority to designate usage of all radio broadcasts, television and other media broadcasts of each Soccer Event, including, without limitation, Internet broadcasts. Such rights owned by Licensee with respect to each game shall include, but not be limited to, the following: (a) all rights relating to each game, including all live and delayed accounts distributed by any audio, video or audiovisual medium, platform or distribution channel, telecasts, audio broadcasts, and recordings of each game; (b) all copyrights, original term copyrights, renewal copyrights, extension term copyrights, copyrights in derivative works, moral rights and applications for copyright registration; (c) all copyright certificates and other copyright documents or files, regardless of medium of storage; and (d) all rights relating thereto under the copyright laws of every country and jurisdiction throughout the world, now or hereafter known, including without limitation rights of publication. Licensee and/or the NASL shall have the right to negotiate the license of the broadcasts of each Armada game in its discretion. Nothing in this Agreement shall be construed as a license or other grant

of rights by Licensee to City to record or distribute via any medium an Armada game, in whole or in part, or any events adjacent or related to an Armada game, subject to the Suns Lease. City agrees to provide access to the Facility during the Soccer Events for Licensee and its designees, including credentialed media and those entities to which Licensee and/or its affiliated league have licensed rights to produce and distribute accounts and descriptions of a game by means of any medium, at no additional cost or expense to City, or to such media entities, for a game. To the extent reasonably requested by Licensee, City shall provide reasonable access to the Facility prior to the beginning of each Soccer Event for the media rights licensees of Licensee and/or the NASL to begin preparation for their distribution of a game. Unless otherwise required by any Federal, state or local law, City represents, warrants, and covenants that there shall be no access, origination or other fees imposed upon any media rights licensee by City, for the production or distribution of accounts and descriptions of any game by any medium.

(d) **Operating Expenses; Soccer Event Personnel; Ticket Fee.**

i. Licensee shall pay for all actual, direct, operating expenses incurred by City in connection with each Soccer Event (the “**Operating Expenses**”), provided that the Operating Expenses expressly excludes: (a) the ~~(a)~~ operating costs associated with the conversions of the playing field from a baseball diamond to a soccer playing field, and vice-versa (each, a “**Field Conversion**”), as set forth in the applicable provisions of this Agreement; (b) any and all costs associated with the Field Conversion equipment (as such term is defined in Section 2(h) of this Agreement); and (c) any other Operating Expenses which are expressly stated in this Agreement to not be a cost and expense of Licensee. City shall provide, at Licensee’s sole cost and expense, as required for each Soccer Event, the following services (collectively, the “**Services**”), and the Soccer Event personnel to ensure the proper operation of the Facility during each Soccer Event in accordance with the specifications required herein, including, but not limited to, ticket takers, ushers, security, supervisors, janitorial, parking attendants, post-event clean-up, police, medical personnel, electricians, plumbers, engineers, message board operator, on-site elevator mechanic, sound and light technicians, ~~or~~ and any other services furnished by City at the reasonable request of Licensee. The Services shall also include all those ~~Services~~ services provided by City under paragraph 2(~~de~~)(ii) of this Agreement. All of the Services shall be deemed Operating Expenses, and shall be provided at Licensee’s sole cost and expense except as otherwise set forth herein. The personnel that will provide the Services are referred to herein as the “**Soccer Event Personnel**” and are set forth on Exhibit II attached hereto. Licensee may, with prior written approval of City, and at Licensee’s sole cost and expense, have the option, but not the obligation, to provide certain personnel to perform certain services additional to the foregoing during Soccer Events, including, but not limited to, guest services personnel (collectively, the “**Additional Soccer Event Personnel**”). Notwithstanding the foregoing, the Additional Soccer Event Personnel shall not replace or substitute those services as typically provided by City or its vendors in connection with events at the Facility.

ii. Notwithstanding the foregoing, in the event that the paid attendance for the applicable Soccer Event is (i) between 0 and 4,999 individual tickets to a specific Soccer Event, then, in addition to the Operating Expenses, Licensee shall pay City an additional Ticket Fee of \$1.00 per actual ticket sold per Soccer Event in the aforementioned 0 to 4,999 ticket range, and (ii) 5,000 or more individual tickets sold to a specific Soccer Event, then, in addition to the Operating Expenses, Licensee shall pay City an additional Ticket Fee of \$2.00

per actual ticket sold per Soccer Event over 5,000 individual tickets (collectively, the foregoing items (i) and (ii) are individually and collectively referred to herein as the "Ticket Fee"); provided, however, in no event shall the Ticket Fee be less than \$4,000.00 or exceed \$10,000.00 per Soccer Event.

iii. Licensee and its representatives shall have the right to examine City's books and records with respect to the Operating Expenses for any Soccer Event during normal business hours with prior written notice to City. Such books and records shall be made available by City through SMG. If City disagrees with the results of Licensee's audit, then City's auditor and Licensee's auditor shall together select a neutral auditor of similar qualifications to conduct an audit of the books and records (the fees of such neutral auditor to be shared equally by Licensee and City) and the determination of the applicable Operating Expenses and the reconciliation thereof reached by such neutral auditor shall be final and conclusive. City, through SMG, shall reimburse Licensee for any overpayment by Licensee within thirty (30) days of the date the audit is agreed to by City.

iv. Notwithstanding any provision to the contrary contained herein, City, at City's sole cost and expense, but in an amount not to exceed \$700,000.00 (as appropriated, the "Conversion Funds") per City fiscal year, shall be responsible for any and all Field Conversion expenses incurred for each Soccer Event. Licensee acknowledges and agrees that it is solely responsible for all costs and expenses in connection with Field Conversions once the Conversion Funds in any given year have been exhausted. For purposes of clarity, in the event the Conversion Funds are exhausted in the middle of a Licensee playing season, Licensee shall thereafter be solely responsible for all costs and expenses for Field conversions, including conversion of the playing surface back to a baseball field after each Soccer Event (except when there are no Baseball Jax Events [as defined in the Suns Lease] between two (2) Soccer Events, as set forth in Paragraph 2(d)) and upon conclusion of Licensee's season, and City shall not be in default under this Agreement as a result thereof, or otherwise be deemed to have failed to perform its obligations hereunder. City makes no representation or warranty of any kind as to whether the Conversion Funds will be sufficient in any given year to cover the costs for the Field Conversions as contemplated under this Agreement. To the extent of availability and upon the mutual agreement of the parties, the Conversion Funds may also be used for any necessary improvements to the playing surface that are as a result of the Armada's use of the playing surface. In the event that at any time during the Initial Term of this Agreement, as amended or extended, City fails to perform any of its obligations set forth in this Section 45(d)(iv), then Licensee may elect to terminate this Agreement, without penalty to Licensee, upon providing written notice of such termination to City. Notwithstanding any other provision to the contrary in this Agreement, City's financial obligations in connection with this Agreement are contingent upon City Council approval and lawfully appropriated funds therefor.

v. It is the intent of the parties hereto that BJI (as defined in Paragraph 1(a)) is a limited, intended third-party beneficiary of Licensee's obligation to pay for all costs and expenses for Field conversions after exhaustion of the Conversion Funds in any year of this Agreement; provided however, that BJI shall have no third-party beneficiary rights under this Sub-section (v.) unless and until Licensee has defaulted in its obligation to pay for Field conversion costs once the Conversion Funds in any given year have been exhausted as set forth in Section 5(d)(iv) of this Agreement and City has failed to restore the playing surface to its

original condition as required by Section 5.5.3 of the Suns Lease. Licensee will indemnify and hold BJI harmless from all third party claims, costs, liabilities, suits, actions, judgments, and losses that are caused by Licensee's breach of Licensee's obligation to pay for Field conversion costs once the Conversion Funds in any given year have been exhausted as set forth in Section 5(d)(iv).

vi. All Soccer Event Personnel provided by City are to be under the sole direction and control of City and are not to be considered employees or agents of Licensee. City agrees that the Soccer Event Personnel described herein shall provide first-class service in accordance with the standards of the Suns Lease, and as otherwise specified on Exhibit I2 attached hereto. In the event of any conflict or inconsistency between the requirements of Exhibit I2 and the standards of care under the Suns Lease, the Suns Lease shall control. Within a reasonable period of time after the Effective Date, City and Licensee shall prepare an operations manual for each Soccer Event detailing all plans and procedures for the successful preparation for, and conduct of, Soccer Events. Representatives of City and Licensee shall conduct a post-Soccer Event meeting, at a location to be mutually agreed upon by the parties, the day after each Soccer Event to (i) review the previous day's Soccer Event and (ii) discuss plans for making any necessary adjustments and improvements to operations for future Soccer Events.

(e) **Maximum Indebtedness.** Notwithstanding any contrary provision in this Agreement, the maximum indebtedness of the City for the Conversion Fee, Initial Improvements and all fees, reimbursable items or other costs in connection with this Agreement for City fiscal year 2014/15 shall not exceed the sum of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00). All future financial obligations of City hereunder shall be contingent upon lawfully appropriated funds- for this Agreement.

(f) **City Ticket User Fee.** The City shall impose a surcharge of \$0.50 on all tickets for all seats (including Club Seats and Luxury Suites) sold for all Soccer Events (the "Ticket User Fee"), which amounts shall be collected by Licensee and remitted to the City. There shall be no surcharge imposed on Complimentary Tickets (defined below). Licensee and the City shall review Ticket User Fee levels and negotiate upward adjustments to the level of the surcharge for purposes of maintaining a funding stream that provides adequate revenues for the ~~Trust~~Enterprise Fund (as hereafter defined as the Baseball Stadium Individual Venue-Related Enterprise Fund provided for in Jacksonville City Code Section 111.135) pursuant to the standards contained in this Agreement. Licensee shall provide monthly attendance, ticket sales and similar reports and information to the City for all Soccer Events for which the City is owed a Ticket User Fee pursuant to this Agreement. Except as otherwise stated herein, such reports and the total amount of said Ticket User Fees, as to be determined, shall be submitted, paid and remitted to the City on or before thirty (30) days after the end of the calendar month in which the subject Ticket User Fees were imposed.

## 6. **Tickets and Box Office.**

(a) Subject to the requirements of the Suns Lease, Licensee shall have the right, commencing at 6 a.m. and concluding no later than 11:59 p.m. on the date of each Soccer Event, to occupy and utilize the shared ticketing and box office areas in the Facility, including, but not limited to, all necessary existing infrastructure (excluding any personal property and

infrastructure owned by BJI) such as electricity, Wi-Fi, internet service, etc., in the locations depicted on Exhibit J attached hereto (collectively, the “**Ticket Areas**”) for the purposes of (i) the sale and distribution of tickets to Licensee’s Pre-Game Party Area referenced in Section 1(i) of this Agreement, Soccer Events, and exhibition, preseason, regular season, postseason, and “friendly” soccer games (collectively, the “**Tickets**”), (ii) allowing Licensee’s ticketing sale and distribution vendor (the “**Vendor**”), which Vendor as of the Effective Date is Veritix, to install and operate, at Licensee’s sole cost and expense, in the Ticket Areas any computer hardware, software, data, and data communications infrastructure, along with the equipment necessary to connect to Vendor’s ticketing distribution system, to be utilized exclusively by Licensee and Vendor in the sale and distributions of the Tickets (collectively, the “**Ticketing Infrastructure**”), (iii) maintaining ticketing personnel in the Ticket Areas during the normal hours of operations of the Ticket Areas for the sale and distribution of the Tickets purchased through the Vendor, and (iv) maintaining and/or making non-structural modifications as reasonably necessary to conform the Ticket Areas to Vendor’s reasonable specifications with respect to the environment for the Ticketing Infrastructure, at Licensee’s sole cost and expense. Licensee shall also be permitted to sell Tickets at the entrance to the Pre-Game Party Area. Notwithstanding any other provision herein to the contrary, the parties acknowledge and agree that Vendor’s contract expires on \_\_\_\_\_, December 31, 2017, and thereafter Licensee shall be governed by the ticket agreements of the City’s facilities manager.

(b) Licensee has the right to set the ticket pricing for all seats. Licensee will print and distribute all season, partial plans, mini-plans, single game and group sales tickets at Licensee’s expense, unless prior arrangements are made for the venue to print and distribute tickets.

(c) City covenants and agrees that for Soccer Events and Non-Operative Period Events, Licensee shall (i) have the right to charge ticket surcharge(s) on any and all tickets to Soccer Events (the “**Licensee Surcharges**”), and (ii) retain all income generated from the Licensee Surcharges.

(d) Licensee shall be allocated Twenty Thousand (20,000) complimentary tickets for each Soccer Season, which tickets may be used or distributed by Licensee without charge of any kind (“**Complimentary Tickets**”). Licensee may in its sole discretion distribute more than 20,000 complimentary tickets during a soccer season, provided that Licensee shall be responsible for paying any Ticket User Fees on Complimentary Tickets distributed in excess of said 20,000 figure. Complimentary tickets allocated to the City for its use, including but not limited to, the City Suites, City box seats, and those to be distributed to any naming rights purchaser, for purposes of this Section, are not considered complimentary ticket distributions by Licensee.

## **7. Revenues and Costs; Soccer Event Parking; Premium Seating/Luxury Suites.**

(a) Licensee shall (i) retain one hundred percent (100%) of all revenues generated in connection with parking lot fees for Soccer Events at the Armada Lots (as such term is defined below), and (ii) be responsible for the operating expenses incurred during Soccer Events in connection with the Armada Lots, as set forth below. When there are no other events in or around the Sports Complex requiring use of the Parking Facility on the day of a Soccer

Event, Licensee shall retain all revenues in connection with parking lot fees for its Soccer Event, and shall be responsible for all operating expenses in connection therewith.

(b) Subject to the Pre-Existing Rights, Licensee shall have the right to use the Armada Lots, and the remainder of the City owned and controlled parking facility in the Sports Complex on a first come, first serve basis, on the dates of Soccer Events as set forth herein, with Licensee responsible for all ~~Operating-Costs~~operating costs (as determined by City in its reasonable discretion) in connection with the Armada Lots. When there are other events in the Sports Complex on the same day as Soccer Events, Licensee's ~~Operating-Costs~~operating costs for the Armada Lots shall be calculated on the percentage of (x) the total number of parking spaces used in the Armada Lots over (y) the total number of parking spaces sold by City in the Parking Facility. For example, if Licensee uses 1,700 parking spaces in the Armada Lots, and the City sells a total of 5,000 parking spaces (inclusive of the Armada Lot spaces), then the calculation is as follows:  $1,700 \div 5,000 = 34\%$ , meaning Licensee will pay thirty-four (34%) of the City's ~~Operating-Costs~~operating costs in connection with the Parking Facility. City and Licensee shall reasonably cooperate to identify available parking, if any, as close as reasonably possible to the Facility, when parking is expected to be problematic due to multiple events in the Sports Complex area. Notwithstanding anything to the contrary in this Agreement, Licensee shall retain 100% of all revenues generated in connection with parking fees at the Armada Lots for Soccer Events, and Licensee shall be responsible for the operating expenses incurred during Soccer Events in connection with parking in the Armada Lots. Subject to the Pre-Existing Rights and on a first come, first serve basis, Licensee shall have access to City's Parking Facility in the Sports Complex (the "Parking Facility," defined as all City owned and controlled lots from the St. Johns River north to Grant Street and west to Liberty Street) on the dates of Soccer Events. City and Licensee shall reasonably cooperate to identify available parking when parking is expected to be problematic due to multiple events in the Sports Complex area. Notwithstanding anything contained herein to the contrary, Licensee shall have the right to use 1,109 spaces in Lots M, N, P and R, and approximately 600 spaces in Lot X (collectively, the "Armada Lots") except when a Soccer Event is scheduled to take place when there is an event at Everbank Field, in which case Licensee is required to move its Soccer Event to another available date or an alternative location at its sole cost and expense. The approximately 600 spaces in Lot X are subject to be relocated to other City controlled parking areas on a game by game basis based on the other events in the Sports Complex and Metropolitan Park and surrounding venues. Licensee at its sole cost and expense will ~~facilitate~~facilitate communications with its patrons regarding which lot will be used when a relocation away from Lot X shall occur.

(c) Subject to the Suns Lease, (i) during Soccer Events Licensee shall retain one hundred percent (100%) of all revenue generated from the premium seating, luxury suites and party decks (collectively, the "Premium Areas") now or hereafter available at the Facility, including, not limited to, any available licensee fees paid for any such Premium Areas, and (ii) Licensee may sell license fees, and retain one hundred percent (100%) of all revenue generated from such license fees, to available premium seating, luxury suites and party decks, according to the terms and conditions solely determined by Licensee. For purposes of clarity, City retains its rights to collect the Ticket Fee and Ticket User Fee for all tickets sold in the Premium Areas. Notwithstanding the foregoing, the City shall retain two (2) suites in the Facility (the "City Suites") for marketing and promotion purposes; provided, however, City shall

provide written notice to Licensee by no later than the thirtieth (30th) day prior to a Soccer Event if any of the City Suites are unsold and/or unused, and in such event, Licensee shall have the option to utilize, and retain all revenue generated from, such unsold and/or unused City Suite(s) for the applicable Soccer Event.

8. **Concessions and Food Service.**

Licensee acknowledges and agrees that pursuant to the Suns Lease, the Suns have the exclusive right within the dripline of the Facility to provide and sell concessions for all events at the Facility. Subject to and pursuant to the Suns Lease, Licensee shall be entitled to one hundred percent (100%) of the City's portion of concession revenue generated from the sale of concessions and food service within the Facility for Soccer Events and Non-Operative Period Events. Notwithstanding anything to the contrary contained in this Agreement, and consistent with the terms of Paragraph 1(h) of this Agreement, Licensee shall have the exclusive right in the Pre-Game Party Area to sell, and, at Licensee's option, provide at no cost, concessions, food service and beverages, including, but not limited to, the sale of beer, liquor and wine, and shall retain all revenue generated from such sales.

9. **Advertising and Signage.**

(a) As detailed below, for Soccer Events, Licensee is hereby granted exclusive advertising rights in the Facility and the Pre-Game Party Area, including but not limited to, advertising on any scoreboards in the Facility, during the Soccer Events and other times as agreed to by the parties, and wayfinding signage, at Licensee's cost and expense, on the access roads located in the Sports Complex leading to the Facility ~~specified in Exhibit F attached hereto~~ (collectively, the "Wayfinding Signage"), and Licensee shall retain all revenues derived from such advertising and all other advertising or other revenues derived by Licensee from such advertising and signage in any manner whatsoever, including but not limited to, naming rights, any signage, licensing and broadcasting.

(b) For Soccer Events only, Licensee shall have the right to negotiate for naming rights sponsors (exclusive of naming rights to the Facility), including the exclusive right to negotiate for naming rights sponsors and/or title sponsorship for the Pre-Game Party Area, Soccer Events and the soccer playing field at the Facility. Notwithstanding anything to the contrary in this Agreement, (i) Licensee shall comply with all requirements of City Ordinance 2012-500-E regarding the name of the playing field at the Facility, and (ii) within sixty (60) days of written notice from Licensee, City agrees it will introduce legislation authorizing such playing surface naming rights agreement, as well as diligently pursue passage of same. Nothing herein shall restrict Licensee's ability to secure naming rights related to Licensee for facilities at other locations. Licensee shall retain all revenues it receives from the sale of naming rights pursuant to this Agreement. For purposes of clarity, Licensee shall (i) have the right, subject to approval of City Council, to designate the name of the playing surface at the Facility during Soccer Events, and (ii) retain one hundred percent (100%) of all revenue relating thereto; provided however, that any costs attendant to or in connection with any naming rights agreements entered into by Licensee shall be at Licensee's sole cost and expense. Any naming rights agreement or other advertising agreements entered into by Licensee in connection with the Facility shall be subject to the terms and conditions of the Suns Lease, and City shall have the right to review and



approve any such agreements, with such approval not to be unreasonably withheld, conditioned, or delayed.

(c) Subject to any pre-existing contractual obligations of the Suns with its sponsors in the Facility, and subject to any future naming rights agreement for the Facility, Licensee shall have the exclusive right to negotiate for advertising to be placed on signage located in the Facility and the Pre-Game Party Area during Soccer Events and other times as authorized by the City, and any costs and expenses relating thereto shall be at Licensee's sole cost and expense.

(d) Notwithstanding anything to the contrary contained in this Agreement, with the prior written approval of City, which will not be unreasonably withheld, Licensee, at its sole cost and expense, shall have the right to erect, or allow or cause to be erected, temporary signs or banners in or about the Facility and the Pre-Game Party Area (collectively, the "**Temporary Signage**"), in locations to be determined by Licensee and approved by City in its reasonable discretion. Such Temporary Signage may include, but not be limited to, (i) branding and advertisement on and around the field of play (including, but not limited to, the painted areas behind the goals); (ii) branding and advertising on team benches, training areas, stadium seating, cup holders, premium areas, concession areas, approaches to stadium and press areas; (iii) branding and advertising in the Pre-Game Party Area, fan entertainment and comfort areas; (iv) branding and advertising in the parking facilities; and (v) temporary signage for the concession areas, ticket booths, merchandise areas, parking areas, exits, guest services, and concierge, and any other marketing signage to "dress" the Facility. Any and all signage set forth in this Agreement may be backlit as needed. Licensee shall retain all revenue generated from such Temporary Signage. The schedule for the installation and removal of the Temporary Signage shall be mutually determined by the parties, but in the event of any conflict, shall be in the sole discretion of the City. The installation, removal, and maintenance for such Temporary Signage shall be Licensee's responsibility. Licensee shall receive one hundred percent (100%) of advertising revenue from the sale of Temporary Signage.

(e) With the prior written consent of City, and in accordance with any applicable governmental laws, rules, permitting and any other requirements, including without limitation any applicable zoning and sign ordinances, and at Licensee's sole cost and expense, Licensee shall have the right during Soccer Events to place or erect exterior signs on the exterior of the Facility (collectively, the "**Exterior Signage**"). Licensee shall receive one hundred percent (100%) of advertising revenue from the sale of such Exterior Signage.

10. **Licensee Taxes.** Licensee shall be liable for, and shall indemnify, defend and hold harmless the City from, any state sales tax on rent and fees paid by Licensee pursuant to this Agreement, and any tangible or personal property taxes for Licensee property, and any Licensee income, profit, excise, transfer, revenue, estate, inheritance, gift, devolution, succession or franchise taxes.

11. **Insurance; Casualty.**

**Insurance.** Without limiting its liability under this License Agreement, Licensee shall at all times during the term of this License Agreement procure and maintain at its sole expense during

the life of this License Agreement (and shall require its contractors of any tier, laborers, materialmen and suppliers to procure and maintain), insurance of the types and amounts no less than stated below:

<u>Schedule</u>	<u>Limits</u>
<b>Worker's Compensation/Employers Liability</b>	
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	\$ 1,000,000 Each Accident
	\$ 1,000,000 Disease Policy Limit
	\$ 1,000,000 Each Employee/Disease

This insurance shall cover the Licensee (and to the extent its contractors of any tier are not otherwise insured, its contractor of any tier) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

**Commercial General Liability - (Form CG0001)**

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved by the City's Office of Insurance and Risk Management.

\$2,000,000	General Aggregate
\$2,000,000	Products & Completed Ops
	Aggregate
\$1,000,000	Personal/Advertising Injury
\$1,000,000	Each Occurrence
\$ 300,000	Fire Damage
\$ 5,000	Medical Expenses
\$1,000,000	Participant

**Automobile Liability**

(Coverage for all automobiles, owned, hired or non-owned used in performance of the Services)

\$1,000,000	Each Occurrence – Bodily Injury and Property Damage Combined
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(ISO Form CA 00 01 as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, which must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement)).

**Professional Liability**

(Only if Licensee operations includes Medical Professionals)

\$1,000,000 Per Claim

\$2,000,000 Aggregate

(Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this License Agreement. If provided on a Claim Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.)

**Participant Excess Medical** \$100,000

**Accident Medical Death & Dismemberment** \$15,000

**All-Risk Insurance** Full Replacement Cost

Personal property, equipment, materials  
at the Facility

- A. Waiver of Subrogation. All insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and the City's members, officials, officers, employees and agents. The City shall be named as a loss payee as their interest may appear.
- B. Additional Insured. All insurance except Worker's Compensation, Accidental Death and Dismemberment, and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as an additional Insured for General Liability and shall be on a form no more restrictive than CG2010 and Automobile Liability CA2048; endorsements will be provided to, reviewed, and approved by the City's Division of Insurance and Risk Management prior to commencement of work.
- C. Licensee's Insurance Primary. The insurance provided by the Licensee shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.
- D. Deductible or Self-Insured Retention Provisions. Except as authorized in this License Agreement, the insurance maintained by the Licensee shall apply on a first dollar basis without application of a self-insurance, deductible or self-insured retention. Unless specifically authorized in this License Agreement, no self-insurance, deductible or self-insured retention for any required insurance provided by Licensee pursuant to this License

Agreement will be allowed. If there is any self-insurance, deductible or self-insured retention for any required insurance, the Licensee shall be responsible for paying on behalf of the City (and any other person or organization Licensee has, in this License Agreement, agreed to include as an insured for the required insurance) any self-insurance, deductible, or self-insured retention allowed under this paragraph. The City will not be responsible for any self-insurance, deductibles, or self-insured retentions under this License Agreement.

- E. Licensee's Insurance Additional Remedy. Compliance with the insurance requirements of this License Agreement shall not limit the liability of the Licensee or its contractors of any tier, employees, or agents to the City or others. Any remedy provided to City or City's members, officials, employees, or agents shall be in addition to and not in lieu of any other remedy available under this License Agreement or otherwise.
- F. No Waiver by City Approval/Disapproval. Neither approval by City nor failure to disapprove the insurance furnished by Licensee shall relieve Licensee of Licensee's full responsibility to provide insurance as required under this License Agreement.
- G. Each policy shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City. Such Insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better. Prior to commencing any Services, Certificates of Insurance approved by City's Division of Insurance & Risk Management demonstrating the maintenance of said insurance shall be furnished to City. The Licensee shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. In the event the Licensee is unable to obtain such endorsement, the Licensee agrees to provide the City the notice directly. Until such time as the insurance is no longer required to be maintained by Licensee, Licensee shall provide the City with renewal or replacement evidence of insurance with the above minimum requirements no less than 30 days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.
- H. Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to City's Division of Insurance and Risk Management, if requested to do so by the City, the Licensee shall, within thirty (30) days after receipt of a written request from the City, provide the City with a certified, complete copy of the policies of insurance providing the coverage required herein.
- I. Anything to the contrary notwithstanding, the liabilities of the Licensee under this License Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- J. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may, at its sole option require additional insurance coverages in amounts

responsive to those liabilities, which may or may not require that the CITY also be named as an additional insured.

**Indemnification.** Licensee, shall (and shall require its contractors of any tier to) indemnify, defend, and save harmless City against and from all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims, and demands of every kind or nature, including reasonable attorney's fees and costs, by or on behalf of any person or party whatsoever, arising out of:

- (a) any failure by Licensee to perform any of the covenants, agreements, conditions, and/or terms of this License on Licensee 's part to be performed;
- (b) any accident, injury, or damage which shall in any way be attributable to Licensee 's Licensee's construction or other activities at the Facility during the License Term;
- (c) Licensee 's failure to comply with any laws, ordinances, requirements, orders, directions, rules, or regulations of any federal, state, county, or city governmental authority;
- (d) any tax attributable to the execution, delivery, or recording of this License or any modification thereof;
- (e) any negligent or intentional act or omission of Licensee or any of Licensee's representatives, employees, licensees, invitees, or agents; or

**These indemnifications are separate and apart, and are in no way limited by, any insurance provided pursuant to the License Agreement or otherwise. These indemnifications shall survive the expiration or termination of the License Agreement.**

**To the extent an Indemnified Party exercises its rights under this License, the Indemnified Party will (1) provide reasonable notice to Licensee of the applicable claim or liability, and (2) allow Licensee to participate in the litigation of such claim or liability (at Licensee's expense) to protect its interests. Each Party will cooperate in the investigation, defense and settlement of claims and liabilities that are subject to indemnification hereunder, and each Party will obtain the prior written approval of the other Party before entering into any settlement of such claim or liability, which consent shall not be unreasonably withheld, delayed or conditioned.**

12. **Indemnification and Liability.**

(a) Licensee will indemnify and hold City and SMG harmless from and indemnify and defend City and SMG and their respective sublicensees, subsidiaries, partners, affiliates, officers, directors, employees, agents and assigns from and against any and all third party claims, costs, liabilities, suits, actions, judgments, losses, demands, expenses and damages of every kind, (collectively, "**Damages**"), that result from, arise out of or relate to (i) any breach by Licensee of any of Licensee's obligations, covenants, representations or warranties herein; (ii) Licensee's operation of the Armada; (iii) the negligent acts or omissions of Licensee, its

sublicensees, employees, servants and agents; and (iv) injury to or death of any persons and damage to or destruction of any and all property, including loss of use thereof, resulting from or in any manner arising out of or in connection with any willful, wanton or negligent act or omission of Licensee, its affiliates, or any of their respective agents, officers, employees officers or assigns, in connection with the operation or use of the Facility and parking facilities to the extent such act or omission caused the injury.

(b) Subject to the provisions and limitations of s. 768.28, Florida Statutes, the City will indemnify and hold Licensee harmless from and indemnify and defend Licensee and their respective sublicensees, subsidiaries, partners, affiliates, officers, directors, employees, agents and assigns from and against any and all Damages that result from, arise out of or relate to (i) any breach by the City of any of the City's obligations, covenants, representations or warranties herein; (ii) the City's operation of the Facility; and (iii) the negligent acts, or omissions of the City or its employees acting in the course and scope of their employment. The City shall not be obligated to indemnify Licensee with respect to any matter for which Licensee is obligated to indemnify Licensee under Section 10(a). Notwithstanding anything to the contrary herein, the City's indemnification is governed and limited by the provisions of s. 768.28, Florida Statutes (the provisions and limitations of which are not hereby waived, altered, or expended by anything herein).

(c) No claim may be made by any party hereunder against any other party hereto or any affiliate, director, member, manager, officer, employee, attorney or agent thereof for any special, indirect, consequential, incidental, lost profits or punitive damages in respect of any claim for breach of contract or any other theory of liability arising out of or related to the transactions or relationships contemplated by this Agreement or any other transaction, relationship, act, omission, or event arising or occurring in connection therewith.

(d) The provisions set forth above in this Section 12 shall survive termination or expiration of this Agreement.

### 13. **Damage or Destruction of Facility.**

(a) **Substantial Destruction.** In the event that the Facility is substantially or totally damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever (e.g., an event of Force Majeure), then to the extent that insurance proceeds are available, the City shall promptly commence and thereafter diligently proceed to repair and rebuild the Facility (excluding Licensee's property) to its condition immediately prior to such substantial damage or destruction, so long as such damage or destruction was not caused or contributed to by the intentional act or negligence of Licensee, or its affiliates, or their agents, employees, invitees or those for whom Licensee is responsible. Alternatively, the City or Licensee may elect to terminate this Agreement; provided that if either party elects to terminate this Agreement, then it shall give notice of the termination to the non-terminating party within sixty (60) days after the date of such substantial damage or destruction. It is understood and agreed that the City is not liable to Licensee for any losses arising from such destruction and Licensee shall be responsible for payment of and obtaining any business interruption insurance to protect Licensee against lost revenues in the event the Facility is unavailable as a result of this Section. During such time as the Facility is unavailable, this Agreement shall be suspended and the obligations of the parties

abated until the City reconstructs the Facility, if at all, and makes it available to Licensee. Licensee shall have the option of terminating the Agreement if: (i) City has failed to substantially restore the Facility within one hundred eighty (180) days of such substantial damage or destruction (the “**Restoration Period**”); and (ii) the Restoration Period has not been delayed by force majeure.

(b) **Partial Destruction.** If the Facility is partially damaged or destroyed by fire, flood or other similar or dissimilar cause whatsoever (e.g., an event of Force Majeure), then to the extent that insurance proceeds are available, the City shall promptly commence and thereafter diligently proceed to repair and rebuild the Facility (excluding Licensee property) to its condition immediately prior to such partial damage or destruction, fire or other casualty, so long as such damage or destruction was not caused or contributed to by the intentional act or negligence of Licensee, or its affiliates, or their agents, employees, invitees or those for whom Licensee is responsible. Alternatively, the City or Licensee may elect to terminate this Agreement; provided that if either party elects to terminate this Agreement, then it shall give notice of the termination to the non-terminating party within sixty (60) days after the date of such partial damage or destruction. If the City fails to substantially complete the necessary repairs or rebuilding within one hundred eighty (180) days from the date of such partial destruction, Licensee may at its option terminate this Agreement by delivering written notice of termination to the City, whereupon all rights and obligations under this Agreement shall cease to exist.

#### 14. **Condemnation.**

(a) **Total Taking.** In the event the entire Facility is appropriated or taken under the power of eminent domain, or sold under threat thereof by any other public or quasi-public authority (all of which will be referred to as a “**Condemnation**”), then this Agreement shall be terminated as of the date the condemning authority takes title or possession, whichever first occurs. Licensee shall have no claim to the award in condemnation for the City’s interest in the Site and Facility; provided, however, that Licensee shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of Licensee under this Agreement.

(b) **Partial Taking.** In the event that only a portion of the Facility is taken by condemnation, this Agreement shall terminate as to the part so taken as of the date the condemning authority takes title or possession, whichever first occurs. Provided, however, that if so much of the Facility is taken by such Condemnation as would materially, substantially and adversely affect the Soccer Events, Licensee shall have the option, to be exercised in writing within thirty (30) days after the City shall have given Licensee written notice of the condemnation (or in the absence of such notice, within thirty [30] days after the condemning authority shall have taken possession), to terminate this Agreement as of the date the condemning authority takes such possession. If Licensee does not give timely notice to terminate, this Agreement shall remain in full force and effect as to the remainder of the Facility that is suitable for the use then being made of the Facility by Licensee. Whether this Agreement terminates or continues in full force or effect, Licensee shall have no claim to the award in condemnation for the City’s interest in the site or Facility; provided, however, that Licensee shall have a claim to the portion of the award in condemnation that represents compensation for the taking of the interest of Licensee under this Agreement.

15. **Default, Termination and Other Remedies.**

(a) **Default.** Licensee shall be in default under this Agreement if any of the following occur: (i) Licensee fails (A) to pay any amount due hereunder (including, without limitation, the Operating Expenses) when the same is required to be paid hereunder and Licensee fails to pay such amounts within twenty (20) business days after Licensee has been served with written notice of such non-payment, (ii) Licensee or any of its officers, directors, employees or agents fails to perform or fulfill any other term, covenant, or condition contained in this Agreement and Licensee fails to commence a cure thereof within thirty (30) business days after Licensee has been served with written notice of such breach, or if such breach cannot, with due diligence, be cured within thirty (30) business days, Licensee does not commence curing within thirty (30) business days and with reasonable diligence completely cure the breach within a reasonable period of time after the notice, or (iii) Licensee makes a general assignment for the benefit of creditors, or (iv) Licensee is adjudicated bankrupt or an involuntary petition in bankruptcy is filed against it or any of its properties is seized upon levy or execution. City shall be in default under this Agreement if (x) City fails to pay any appropriated amount due hereunder when the same is required to be paid and City fails to pay such amounts within thirty (30) business days after City has been served with written notice of such default; (y) City is adjudicated bankrupt or an involuntary petition in bankruptcy is filed against City or any of property of City is seized upon levy or execution; and (z) City fails to perform or fulfill any material term, covenant, or condition contained in this Agreement and City fails to commence a cure thereof within thirty (30) business days after City has been served with written notice of such default, or such other period time as expressly set forth in this Agreement. Nothing herein shall be construed as excusing either party from diligently commencing and pursuing a cure within a lesser time if reasonably possible. Notwithstanding the above, if the breach by City or any of its officers, directors, employees, or agents of such other term, covenant, or condition is such that it threatens the health, welfare, or safety of any person or property, then Licensee may, in its discretion, require that such breach be cured immediately.

(b) **Termination and Other Remedies.** Upon a default pursuant to Section ~~4~~15(a) hereof, beyond all applicable notice and cure periods set forth in this Agreement, the non-breaching party may, at its option, upon written notice or demand upon the other party, (i) cancel and terminate this Agreement and the license granted in Section 1 hereof and the obligations of the parties with respect thereto, (ii) recover all damages caused by the breach of the defaulting party, and/or (iii) all remedies available at law or in equity for breach of this Agreement except as otherwise provided in this Agreement. No right or remedy conferred upon or reserved to City or Licensee in this Agreement is intended to be exclusive of any other right or remedy, and each right and remedy shall be cumulative and in addition to any other right or remedy of City or Licensee under this Agreement, or now or hereafter existing at law or equity, or by statute.

~~(c)~~ **Termination for Lack of Appropriated Conversion Funds.** In the event Conversion Funds are not authorized and appropriated by City Council in any year of this Agreement, Licensee may terminate this Agreement without fault upon written notice to the City, and neither party shall have any further financial obligation or liability to the other in connection with such termination. For purposes of clarity, in the event Conversion Funds are not



appropriated in any given year of this Agreement, Licensee may elect to: (i) terminate this Agreement as provided by this sub-section (c); or (ii) elect not to terminate this Agreement, and City thereafter shall have no obligation under this Agreement to provide any Conversion Funds for such year, and all Field Conversions shall be at the sole cost and expense of Licensee for such year. The failure of the City to appropriate Conversion Funds to this Agreement in any given year shall not be deemed a City default under this Agreement.

Forma

16. **Audits.** On December 31 of each year, Licensee, at Licensee's sole cost and expense, shall provide to the City (with a copy to its facility manager) an attestation examination report certified to the City and performed by an Independent Certified Public Accountant in conformity with the Attestation Standards of the American Institute of Certified Public Accountants (AICPA) relating to the prior calendar year. The examination shall include, at a minimum, a review of the internal controls, compliance with this Agreement, and amounts due and payable to the City for the following matters:

- i. Ticket Fees;
- ii. Ticket User Fees;
- iii. Turnstile counts;
- iv. Club Seat license fees, if any;
- v. All other amounts due and payable from Licensee to the City

set forth in this Agreement.

The City's Council Auditor's Office shall have the right, at City's cost and expense, to audit the above-named revenue sources and to review the work papers of the Independent Certified Public Accountant, and the City may require that certain reports and schedules be presented in a format reasonably prescribed by it.

17. **Holding Over.** If Licensee shall holdover possession of the Facility after termination or expiration of the Term, then (a) for the period Licensee so retains possession of the Facility, Licensee shall pay Ticket Fees to the City at two (2) times the rate paid by Licensee during the last year of the Initial Term of this Agreement, as amended or extended, and (b) Licensee shall indemnify the City against all liabilities and actual damages sustained by the City by reason of such retention of possession of the Facility by Licensee. The provisions of this Section shall not constitute waiver by the City of any re-entry rights or remedies of the City available under this Agreement or by law or equity.

18. **Representations and Warranties.**

(a) Licensee represents and warrants to City that to Licensee's actual knowledge, and without investigation or inquiry, as of the Effective Date, that:

- i. It has the full power and authority to enter into this Agreement and perform each its obligations hereunder; and
- ii. It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

(b) City represents and warrants to Licensee that:

i. It has the full right and power and authority to (a) enter into this Agreement and perform each its obligations hereunder, (b) grant the rights set forth to in this Agreement, and (c) permit Licensee to use the Pre-Game Party Area as provided for herein.

ii. It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement.

iii. No third party consents are required in connection with this Agreement, or, to the extent that such consents are required, City has obtained the prior written consent to the execution and delivery of this Agreement and the performance by City of its obligations hereunder to the extent that such consent is required under any other agreement, mortgage, trust, deed, lease, ground lease, contract or other instrument or document to which City is a party or by which it or the Facility is bound.

iv. City has not received any notices of violation of laws relating to the Facility, or any portion thereof, and City does not have knowledge of any events that would give cause for such a notice to be issued.

v. The Facility (a) is in compliance with all applicable laws, rules, regulations, and ordinances, including, but not limited to, the ADA, environmental laws, rules, codes, regulations and ordinances and life safety/fire suppression, and (b) shall be in compliance on the (i) Commencement Date and (ii) at the commencement of each Soccer Event.

vi. The elevator system in the Facility is fully compliant with all applicable laws, rules, regulations, and ordinances, including, but not limited to the ADA and life safety/fire suppression.

19. **Compliance with Laws.** City and Licensee shall, at their respective cost and expense, comply with all applicable federal, state and local laws, rules and regulations, as they may be amended from time to time, pertaining to the Facility, including but not limited to, the following: (i) all building, zoning, and fire protection regulations; (ii) all regulations and instructions regarding the disposal of sewage, garbage and industrial or hazardous wastes promulgated or enforced by any federal, state or local agency; (iii) all regulations requiring that City obtain licenses or permits for its activities on the Facility, and (iv) Licensee's activities in connection with this Agreement.

20. **Civil Rights Act.**

During the performance of this Agreement, City and Licensee shall comply fully with Title VI and Title VII of the Civil Rights Act of 1964, as amended, and all other regulations promulgated thereunder, in addition to all applicable state and local ordinances concerning Civil Rights.

21. **Americans with Disabilities Act.**

With respect to any Soccer Event at the Facility, City shall be responsible for ensuring that the Facility complies and continues to comply in all respects with the ADA, including accessibility,

usability, and configuration.

22. **Subsequent Enactment of Ordinances; Reformation.** In the event that the City of Jacksonville and/or the State of Florida in the future adopts any law or otherwise imposes any ordinance, regulation and/or restriction pursuant to its regulatory and/or governmental powers which materially affects the terms of this Agreement, then Licensee shall be entitled to (i) terminate this Agreement upon providing written notice of such termination to the non-terminating party or (ii) have this Agreement reformed by a court of competent jurisdiction so that such subsequent adoption shall, to the extent possible, not materially affect the performance required by, or the benefit to be received by, Licensee under the terms of this Agreement.

23. **Construction of this Agreement.**

(a) **Choice of Law.** This Agreement shall be deemed to be made, governed by, and construed in accordance with the laws of Duval County and the State of Florida, without giving effect to the conflict of law principles thereof.

(b) **Paragraph Headings.** The paragraph headings are inserted herein only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.

(c) **Entire Agreement; Amendments.** This Agreement (including all Exhibits and other documents and matters annexed hereto or made a part hereof by reference) contains all of the covenants, agreements, terms, provisions, and conditions relating to the rights and obligations of City and Licensee with respect to the Facility. No alterations, amendments, or modifications hereof shall be valid unless executed by an instrument in writing by the parties hereto.

(d) **Severability.** If any provision or a portion of any provision of this Agreement is held to be unenforceable or invalid by a court of competent jurisdiction, the validity and enforceability of the enforceable portion of any such provision and/or the remaining provisions shall not be affected thereby.

(e) **Time.** Time is of the essence hereof, and every term, covenant, and condition shall be deemed to be of the essence hereof.

(f) **Successors.** This Agreement shall be binding upon, and shall inure to, the benefit of the successors and assigns of City, and to such successors and assigns of Licensee as are permitted to succeed to the Licensee's right upon and subject to the terms hereof.

(g) **Independent Contractor; No Partnership.** City and Licensee shall each be and remain an independent contractor with respect to all rights and obligations arising under this Agreement. Nothing herein contained shall make, or be construed to make, City or Licensee a partner of one another, nor shall this Agreement be construed to create a partnership or joint venture between and of the parties hereto or referred to herein.

(h) **Singular and Plural.** Whenever the context shall so require, the

singular shall include the plural, and the plural shall include the singular.

24. Miscellaneous.

(a) Waiver. The failure of any party to enforce any of the provisions of this Agreement, or any rights with respect hereto, or the failure to exercise any election provided for herein, will in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity of this Agreement. The failure of any party to enforce any of such provisions, rights, or elections will not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

(b) Assignment. Neither this Agreement nor any of the rights or obligations hereunder may be assigned or transferred in any manner whatsoever by Licensee without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no consent of City is required in the event that this Agreement is assigned (i) as part of a merger or to an assignee accepted by the NASL, (ii) to any entity that controls, is controlled by, or is under common control with, Licensee; or (ii) any entity resulting from the merger or consolidation with Licensee or to any entity that acquires all of Licensee's assets. City shall be entitled to assign its rights and obligations hereunder to City or to any other management company retained by City to manage the Facility, and in such event, City shall have no further liability to Licensee hereunder for the performance of any obligations or duties arising after the date of such assignment.

(c) Notices. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective either (i) when delivered personally to the party for whom intended, (ii) upon delivery by an overnight courier services that is generally recognized as reliable, and the written records maintained by the courier shall be prima facie evidence of delivery, or (iii) on delivery (or attempted delivery) by certified or registered mail, return receipt requested, postage prepaid, as of the date shown by the return receipt; in any case addressed to such party as set forth below or as a party may designate by written notice given to the other party in accordance herewith.

If to City:                                      City of Jacksonville  
    Attn: Sports and Entertainment Director  
    117 W. Duval Street, Suite 280  
    Jacksonville, Florida 32202

With a copy to:                                  City of Jacksonville  
    Office of General Counsel  
    117 W. Duval Street, Suite 480  
    Jacksonville, Florida 32202

With a copy to:                                  SMG-Jacksonville  
    300 A. Philip Randolph Blvd.  
    Jacksonville, Florida 32202  
    ATTENTION: General Manager

with a copy to: SMG  
Conshohocken State Road, Suite 450  
300 Four Falls Corporate Center  
West Conshohocken, PA 19428  
ATTENTION: Contracts Administrator, Stadiums and Arenas

If to Licensee: Sunshine Soccer Group, LLC  
One Independent Drive, Suite 3232  
Jacksonville, Florida 32202  
Attn: Steve Livingstone, President

(d) **Force Majeure.** If the Facility is damaged from any cause whatsoever or if any other casualty or unforeseeable cause beyond the control of City, including, without limitation, acts of God, fires, floods, epidemics, quarantine restrictions, strikes, failure of public utilities, or unusually severe weather, prevents occupancy and use, or either, as granted in this Agreement, City is hereby released by Licensee and Licensee is hereby released by City from any damage so caused thereby.

(e) **Title and Covenant Against Mechanics Liens.** Licensee covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Facility. In case of any such lien attaching, Licensee shall immediately pay and remove same or cause the same to be bonded or transferred to other security. If any such liens so attach and Licensee fails to pay and remove same or cause the same to be bonded or transferred to other security within twenty (20) days, then the City (at its election), may pay and satisfy the same, and in such event the sums so paid plus interest at the maximum lawful rate shall be due and payable at once without notice or demand. At the City's request, Licensee shall execute a written instrument to be recorded for the purpose of providing notice of the existence of the provisions of this Section in accordance with Section 713.10, Florida Statutes.

(f) **Estoppel Certificates.** Each party (as "responding party") shall at any time within fifteen (15) business days after written request from the other party ("requesting party") execute, acknowledge and deliver to the requesting party a statement in writing as of the date of such certification (i) attaching a true and correct copy of this Agreement (including any amendments thereto); (ii) certifying that this Agreement is in full force and effect and acknowledging that there are not, to the responding party's knowledge without inspection, audit or investigation, any uncured defaults on the part of the requesting party (or specifying such defaults, if any are claimed); (iii) the amount of rental and other fees or surcharges paid in connection with this Agreement and whether any such rental and other fees and surcharges have been paid more than one (1) month in advance; and (iv) whether this Agreement has been assigned. Any such statements may be conclusively relied upon by any prospective purchaser or encumbrancer of Licensee or of its interests herein and by any bond holders, underwriters and financiers of the City, as specifically addressed in such estoppel certificate.

(g) **Consent.** Wherever City's consent or approval is required under this Agreement, such consent shall not be unreasonably withheld or delayed, unless otherwise noted herein.

(h) **Jury Trial Waiver.** City and Licensee each hereby irrevocably, knowingly and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by either of the parties against the other or their successors in respect to any matter arising out of or in connection with this Agreement, the relationship of City and Licensee, Licensee's use or occupancy of the Facility, and/or any claim for injury or damage, or any emergency or statutory remedy.

(i) **Limitation on Damages.** Notwithstanding any other provisions in this Agreement to the contrary, Licensee shall not be liable to City for any special, consequential, incidental or punitive damages.

(j) **Quiet Enjoyment.** Licensee shall have the right to enjoy during the Initial Term of this Agreement, as amended or extended, the quiet, peaceable and undisturbed possession in accordance with and subject to the provisions of this Agreement.

(k) **Surrender.** Upon expiration or termination of this Agreement, Licensee shall return and deliver the Facility to the City in substantially the same condition in which the Facility existed as of the Commencement Date, subject to reasonable wear and tear, alterations by Licensee permitted by this Agreement, maintenance and repairs for which the City is responsible, Force Majeure events, casualty, and condemnation.

(l) **Counterpart Execution.** This Agreement may be executed in counterparts, each of which will be deemed an original document, but all of which shall constitute a single document. This document will not be binding on or constitute evidence of a contract between the parties until such time as a counterpart of this document has been executed by each party and a copy thereof delivered to the other party to this Agreement. The facsimile signature of a party is and shall be deemed to be an original execution and is binding.

(m) **Construction of this Agreement.** This Agreement shall not be construed for or against any party on the basis that such party drafted any portion of this Agreement. In construing this Agreement, feminine or neuter pronouns shall be substituted for those masculine in form and vice versa, and plural terms shall be substituted for singular and singular for plural, in any place in which the context so requires.

25. **Termination Rights.** Notwithstanding anything to the contrary contained in this Agreement, Licensee may terminate this Agreement, without penalty to Licensee, upon providing written notice of such termination to City, (i) in the event of civil commotion, riots or acts of military power, (ii) if City fails to timely fulfill any of its material obligations under this Agreement, (iii) if the NASL cancels either a league season and/or terminates the NASL, (iv) if Licensee elects to end its franchise, or (v) if Licensee elects to move into another City owned or funded soccer facility during the Initial Term, as amended or extended.

26. **Radon Gas.** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

27. **Exhibits.** The exhibits noted below are incorporated herein and made a part of this Agreement.

- a. **Exhibit A – The Facility**
- b. **Exhibit B – Operative Period for 2015**
- c. **Exhibit C – Location of Pre-Game Party Area**
- d. **Exhibit D – Specifications for Condition of Soccer Playing Field**
- e. **Exhibit E – NASL Broadcasting Guidelines**
- f. **Exhibit F – Intentionally Deleted**
- g. **Exhibit G – Locations for Armada Novelty and Merchandise Sales**
- h. **Exhibit H – Locations of Parking Facility**
- i. **Exhibit I – Intentionally Deleted**
- j. **Exhibit I1 – Soccer Event Personnel**
- k. **Exhibit I2 – Specifications and Standards for Service Personnel**
- l. **Exhibit J – Ticket Areas**
- m. **Exhibit K – Intentionally Deleted**
- n. **Exhibit L – SMG’s Booking Policies and Procedures**

*{Remainder of page left blank intentionally ~ signature page(s) to follow}*

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the day and year first written above.

WITNESSES:

**SUNSHINE SOCCER GROUP, LLC, a  
Florida limited liability company**

\_\_\_\_\_

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

**CITY OF JACKSONVILLE, a  
Florida municipal corporation**

By: \_\_\_\_\_  
James R. McCain, Jr.  
Corporation Secretary

By: \_\_\_\_\_  
Alvin Brown, Mayor

In accordance with the *Ordinance Code* of the City of Jacksonville, I do hereby certify that there is an unexpended, unencumbered, and unimpounded balance in the appropriation sufficient to cover the foregoing agreement, and that provision has been made for the payment of monies provided therein to be paid.

\_\_\_\_\_  
Director of Finance

Form Approved:

\_\_\_\_\_  
Office of General Counsel

G:\Gov't Operations\JSawyer\OED\Sports and Entertainment\Arnada\Post Filing\City - Arnada FC - Use Agreement (OGC - all revisions) 9-19-14.docx

Form:



**EXHIBIT A**  
**THE FACILITY**





**EXHIBIT B**  
**SOCCER EVENT DATE RANGE FOR 2015**

| (~~To be provided by SMG~~ See following ten pages.)

Baseball Grounds

February 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Outfield Maintenance	2 Outfield Maintenance	3 Outfield Maintenance	4 Outfield Maintenance	5 Outfield Maintenance	6 Outfield Maintenance	7 Outfield Maintenance
8 Outfield Maintenance	9 Outfield Maintenance	10 Outfield Maintenance	11 Outfield Maintenance	12 Outfield Maintenance	13 Outfield Maintenance	14  Outfield Maintenance St. Valentine's Day
15 Outfield Maintenance	16  Outfield Maintenance President's Day	17 Outfield Maintenance	18 Outfield Maintenance	19 Outfield Maintenance	20 Outfield Maintenance	21 Outfield Maintenance Monster Jam
22 Outfield Maintenance	23 Outfield Maintenance	24 Outfield Maintenance	25 Outfield Maintenance	26 Outfield Maintenance	27 Outfield Maintenance	28 Armada if turf ready-stadium back up

## March 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Possible Armada Game	2 Possible Armada Game	3 Possible Armada Game	4 Possible Armada Game  Purim (begins at sundown)	5 Possible Armada Game	6 Possible Armada Game	7 Possible Armada Game
8 Possible Armada Game  Start of daylight saving time	9 Possible Armada Game	10 Possible Armada Game	11 Possible Armada Game	12 Possible Armada Game	13 Possible Armada Game	14
15	16 HS Baseball - 4 & 6:30pm	17 HS Baseball - 4 & 6:30pm	18 HS Baseball - 4 & 6:30pm	19 HS Baseball - 4 & 6:30pm	20 HS Baseball - 4 & 6:30pm	21 HS Baseball - 4 & 6:30pm
22 HS Baseball - 4 & 6:30pm	23 HS Baseball - 4 & 6:30pm	24 HS Baseball - 4 & 6:30pm	25 HS Baseball - 4 & 6:30pm	26 HS Baseball - 4 & 6:30pm	27 Clay HS vs. Fleming Island HS - 7:00pm	28
29	30	31 F/I/HS State Baseball				



## April 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
			UF Softball		✳	Possible Armada Game
					Passover (begins at sundown)	
5	6	7	8	9	10	11
Possible Armada Game	Possible Armada Game			Suns vs. Jackson 7:05pm	Suns vs. Jackson 7:05pm	Suns vs. Jackson 7:05pm
Easter						
12	13	14	15	16	17	18
Suns vs. Jackson 3:05pm	Suns vs. Jackson		Suns vs. Montgomery 7:05pm	Suns vs. Montgomery 7:05pm	Suns vs. Montgomery 7:05pm	Suns vs. Montgomery 7:05pm
19	20	21	22	23	24	25
Suns vs. Montgomery 3:05pm			Possible Armada Game			Suns vs. Birmingham 7:05pm
26	27	28	29	30		
Suns vs. Birmingham 3:05pm	Suns vs. Birmingham 7:05pm	Suns vs. Birmingham 7:05pm	Suns vs. Birmingham 1:05pm			


May 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1 Possible Armada Game
3 Possible Armada Game	4 Possible Armada Game	5 Possible Armada Game	6 Possible Armada Game	7 Possible Armada Game	8 Possible Armada Game	9
10 Mother's Day	11 Suns vs. Pensacola 11:05am	12 Suns vs. Pensacola 7:05pm	13 Suns vs. Pensacola 11:05am	14 Suns vs. Pensacola 7:05pm	15 Suns vs. Pensacola 7:05pm	16
17	18 Possible Armada Game	19	20	21 Suns vs. Mississippi 7:05pm	22 Suns vs. Mississippi 7:05pm	23 Suns vs. Mississippi 7:05pm Shavuot (begins at sundown)
24 Suns vs. Mississippi 7:05pm	25 Suns vs. Mississippi 1:05pm Memorial Day	26	27	28 Possible Armada Game	29 Possible Armada Game	30
31						

## June 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
	Suns vs. Montgomery 7:05pm	Suns vs. Montgomery 7:05pm	Suns vs. Montgomery 1:05pm	Suns vs. Montgomery 7:05pm	Suns vs. Montgomery 7:05pm	
7	8	9	10	11	12	13
	Possible Armada Game			Suns vs. Tennessee 7:05pm	Suns vs. Tennessee 7:05pm	Suns vs. Tennessee 7:05pm
14	15	16	17	18	19	20
 Suns vs. Tennessee 3:05pm  Flag Day (USA)	Suns vs. Tennessee 7:05pm			Possible Armada Game	Possible Armada Game	Possible Armada Game
21	22	23	24	25	26	27
 Possible Armada Game  Father's Day	Possible Armada Game			Suns vs. Biloxi 7:05pm	Suns vs. Biloxi 7:05pm	Suns vs. Biloxi 7:05pm
28	29	30				
Suns vs. Biloxi 3:05pm	Suns vs. Biloxi 12:05pm					

## July 2015





Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4  Suns vs. Chatanooga 7:05pm  Independence Day
5 Suns vs. Chatanooga 6:05pm	6 Suns vs. Chatanooga 7:05pm	7 Suns vs. Chatanooga 7:05pm	8 Suns vs. Chatanooga 1:05pm	9 Suns vs. Mobile 7:05pm	10 Suns vs. Mobile 7:05pm	11 Suns vs. Mobile 7:05pm
12 Suns vs. Mobile 3:05pm	13 Suns vs. Mobile 12:05pm	14	15	16 Possible Armada Game	17 Possible Armada Game	18 Possible Armada Game
19 Possible Armada Game	20 Possible Armada Game	21	22	23 Suns vs. Birmingham 7:05pm	24 Suns vs. Birmingham 7:05pm	25 Suns vs. Birmingham 7:05pm
26 Suns vs. Birmingham 6:05pm	27 Suns vs. Birmingham 7:05pm	28	29	30 Possible Armada Game	31	





## August 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
Suns vs. Pensacola 6:05pm	Suns vs. Pensacola 7:05pm	Suns vs. Pensacola 7:05pm	Suns vs. Pensacola 7:05pm	Suns vs. Pensacola 7:05pm		
9	10	11	12	13	14	15
Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game
16	17	18	19	20	21	22
		Suns vs. Mobile 7:05pm	Suns vs. Mobile 7:05pm	Suns vs. Mobile 7:05pm	Suns vs. Mobile 7:05pm	Suns vs. Mobile 7:05pm
23	24	25	26	27	28	29
		Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game
30	31					
Possible Armada Game	Possible Armada Game					

## September 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3 Suns vs. Mississippi 7:05pm	4 Suns vs. Mississippi 7:05pm	5 Suns vs. Mississippi 7:05pm
6 Suns vs. Mississippi 7:05pm	7  Suns vs. Mississippi 1:05pm  Labor Day	8	9	10 Southern League Playoffs	11 Southern League Playoffs	12 Southern League Playoffs
13  Southern League Playoffs  Rosh Hashanah (begins at sundown)	14 Southern League Playoffs	15 Southern League Playoffs	16 Southern League Playoffs	17 Southern League Playoffs	18 Southern League Playoffs	19 Southern League Playoffs
20 Southern League Playoffs	21 Southern League Playoffs	22  Southern League Playoffs  Yom Kippur (begins at sundown)	23	24	25 Possible Armada Game	26 Possible Armada Game
27  Possible Armada Game  Sukkot (begins at sundown)	28 Possible Armada Game	29 Possible Armada Game	30			

## October 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
				Possible Armada Game	Possible Armada Game	Possible Armada Game
4	5	6	7	8	9	10
Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game
11	12	13	14	15	16	17
Possible Armada Game	 Possible Armada Game  Columbus Day	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game
18	19	20	21	22	23	24
Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game
25	26	27	28	29	30	31
Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game	Possible Armada Game		  Halloween

## November 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1 Jax Fair End of daylight saving time	2 Jax Fair	3 Jax Fair	4 Jax Fair	5 Jax Fair	6 Jax Fair	7 Jax Fair
8 Jax Fair	9 Jax Fair	10 Jax Fair	11 Jax Fair Veteran's Day	12 Jax Fair	13 Jax Fair	14 Jax Fair
15 Jax Fair	16 Jax Fair	17 Jax Fair	18	19	20	21
22	23	24	25	26 Thanksgiving (USA)	27	28
29	30					

**Status**

- Confirmed (CONF)
- Blackout (BO)
- Granted Hold 1 (GH1)

**EXHIBIT C**  
**LOCATION OF PRE-GAME PARTY AREA**



**EXHIBIT D**  
**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

**SECTION 5: FIELD REGULATIONS**

**5.0 FIELD REGULATIONS.** Each Team must comply with field standards established by FIFA, along with any adjustments made by the NASL. To assist Teams with field standards, a sample guide to a Team's stadium field dimensions is provided in Exhibit A. No changes must be made to the Stadium Field Plan unless approved by the League Office in writing. A representative from the Home Team must meet with the Referee at least SIXTY (60) minutes prior to the Game to assure the field is properly marked and in proper condition, the goals are in place and secure, the nets are properly fastened, the corner flags are in place, and the balls are properly inflated.

**5.1 PLAYING RULES.** Each Game must be played in accordance with the FIFA Laws of the Game and any rules of competition established and approved by USSF or CSA.

**5.2 PLAYING FIELD DIMENSIONS AND MARKINGS.** The Game must be played on a field that remains the same size throughout the League Season, unless a change is approved by the League and the Visiting Team is notified at least FOURTEEN (14) days in advance of the game. The dimensions and markings of the field must conform to NASL standards and the FIFA Laws of the Game and are included in Exhibit A. No logos on the field, goal nets or corner flags will be allowed without prior League Office approval. Except where the stadium design deems it unreasonable, the playing field must be at least SEVENTY (70) yards wide by ONE-HUNDRED TEN (110) yards long. Each Home Team must obtain documentation from its venue hosting NASL League Season Games confirming the field dimensions for NASL League Season Games.

**5.2.1 Color and Width of Soccer Lines.** All fields must be marked according to FIFA specifications. All soccer lines shall be painted white. If non-soccer lines are present and deemed absolutely necessary, Teams must provide advance communication to the League Office and paint soccer lines in yellow. The recommended color is a canary yellow (Pantone 803c). No lines may be more than FIVE (5) inches wide.

**5.3 CONDITION OF THE FIELD OF PLAY.** Each Team must work with its stadium management to ensure that the field is in the best possible condition for all Games.

**5.3.1 Stadium Field Specifications.** Each Team must work with its stadium to keep the grass conditions within FIFA specifications, according to Law 1.

**5.3.2 Corner Flags, Midfield Line, and Center Circle.** Corner flags must be on posts not less than FIVE (5) feet high with non-pointed tops. A midfield line must be marked across the center of the field. The center of the field must be so marked and have a circle, which has a TEN (10) yard radius, drawn around it.

**EXHIBIT D (cont.)**  
**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

5.3.3 Goal Area. At each end of the field, lines perpendicular to the goal line must be drawn parallel to each other, on each side of the goal and SIX (6) yards from each goalpost. These lines must extend SIX (6) yards into the field of play from the goal line. A line running parallel to the goal line must be drawn connected to TWO (2) perpendicular lines forming the "goal area".

5.3.4 Penalty Area. At each end of the field, lines perpendicular to the goal line must be drawn parallel to each side of the goal and EIGHTEEN (18) yards from each goalpost. These lines must extend for EIGHTEEN (18) yards into the field of play from the goal line. A line running parallel to the goal line must be drawn to connect the two perpendicular lines, which must form the "penalty area". A penalty mark must be made on the field in the penalty area. The mark must be placed at the end of an unmarked line, which is perpendicular to the goal line and TWELVE (12) yards from the midpoint of the goal line. Using the penalty mark as its center, an arc of a circle, which has a radius of TEN (10) yards, must be drawn outside the penalty area.

5.3.5 Corner Area. At each of the four corners of the field, measuring from the corner flag post, an arc having a radius of ONE (1) yard must be drawn inside the field of play.

5.3.6 Encroachment Mark. A mark must be made off the field of play ELEVEN (11) yards from the corner flag (TEN (10) yards from the corner area) and at right angles to the goal line and sideline to help the Referee ensure that this distance is observed when a corner kick is taken. These marks must be made outside of the field and must not touch the lines marking the field.

5.3.7 Goals. Each goal must be centered on the goal line and an equal distance on each side from the corner flags. Game day goals must be the size approved by FIFA and the NASL League Office. Goals must be free of advertising. International style goals are strongly preferred. All goals must be properly anchored.

5.3.8 Bench Areas. Both the Home and Visiting Team benches must be placed on the same side of the field, on each side of midfield. The Home Team must designate Team bench locations (Home and Visitor) pursuant to the Stadium Field Plan, and may not change these locations during the League Season without the prior written consent of the League Office. The bench area must be marked according to FIFA's technical area markings. The technical area (designated by hash marked lines) must be a box consisting of a line extending ONE (1) yard on either side of the bench, and joined by a line ONE (1) yard from the touchline. In stadiums where the benches do not sit on a paintable surface, non-paintable surface tape must be used to mark the technical area (See FIFA Laws of the Game). Sufficient room to accommodate the Fourth Official's table between Team benches should be factored in before setting the technical area. Each technical area should be a minimum of SIX (6) yards from the mid-field line.

5.3.9 Advertising Field Boards. (Around playing area) Field boards may be used at all Games. Field boards must be positioned no less than FIVE (5) yards from the touchlines and goal lines. Under no circumstances may advertising boards be: (a) located in positions where they could constitute a danger to Players, Game Officials and others; (b) erected in any fashion or be any

shape or material which could endanger Players; (c) constructed of any surface material that could reflect light to such an extent that it could distract Players, Referees, or spectators; or (d) erected in any fashion, which could obstruct spectators in the event of an emergency evacuation into the playing area. Each Home Team shall ensure that the center field board is the official NASL field board. If a Team cannot accommodate these specifications, they must apply for a waiver through the League Office no less than THIRTY (30) days before their first Home Game.

**5.4 FIELD AND GAME EQUIPMENT.** All field area and Game equipment must be approved by the League Office. Such equipment must be maintained by the Team and kept in top condition regarding safety and appearance.

**5.4.1 Visiting Team Equipment.** The Field Manager must supply each Team with TEN (10) official Match Balls (can be previously used Match Balls) for practice and pre-game warm-ups (which the Visiting Team must promptly return following the Game), and must supply the Referee with a minimum of EIGHT (8) official Match Balls. All Match Balls must be delivered to the Referee locker room at least SIXTY (60) minutes prior to kick-off to pass Referee inspection. Each Home Team must provide equipment to each Visiting Team: 10 official Match Balls (which may be previously used), 48 bottles of water, 48 of Gatorade or Powerade, and 48 Granola bars. Home Team must provide such equipment to the Visiting Team at the Visiting Team's hotel prior to the Visiting Teams arrival.

**5.4.2 Bench Equipment.** For each Game, each Team bench area must be equipped with benches to seat a maximum of FOURTEEN (14) people and a table (placed behind or at the end of the Team bench). Each Home Team shall provide a cooler full of ice and cold drinking water to each Visiting Team and the Home Team should provide the Visiting Team with the same amenities the Home Team receives. All products must be replenished during the Game, especially at half-time. Bench areas should be kept clean and maintain a professional appearance at all times. The Home Team must ensure that both bench areas are equally prepared and equipped.

**5.4.3 Fourth Official's Equipment.** The Home Team must provide a six-foot table and THREE (3) chairs (to be positioned at midfield between the Team benches) for the Fourth Official. The Home Team must also provide a substitution board or manual substitution paddles for use by the Referees.

**5.5 FIELD SECURITY.** No one other than authorized personnel with the appropriate credential or authority must be allowed on the playing field or the surrounding area on the field level once Teams arrive at the stadium and until the Game Officials and Players have exited the area at the end of the game.

**5.6 TEAM BENCHES.** Only Coaches, Trainers and Players on the Game Day roster must be permitted on the Team bench. Up to SEVEN (7) Game Day roster Players from which THREE (3) substitutions may be made may sit on the Team Bench. In addition, a maximum of SEVEN (7) non-playing personnel are allowed on each Team bench. These persons can either be Coaches or medical staff. Team Owners, general managers, and other executives are not



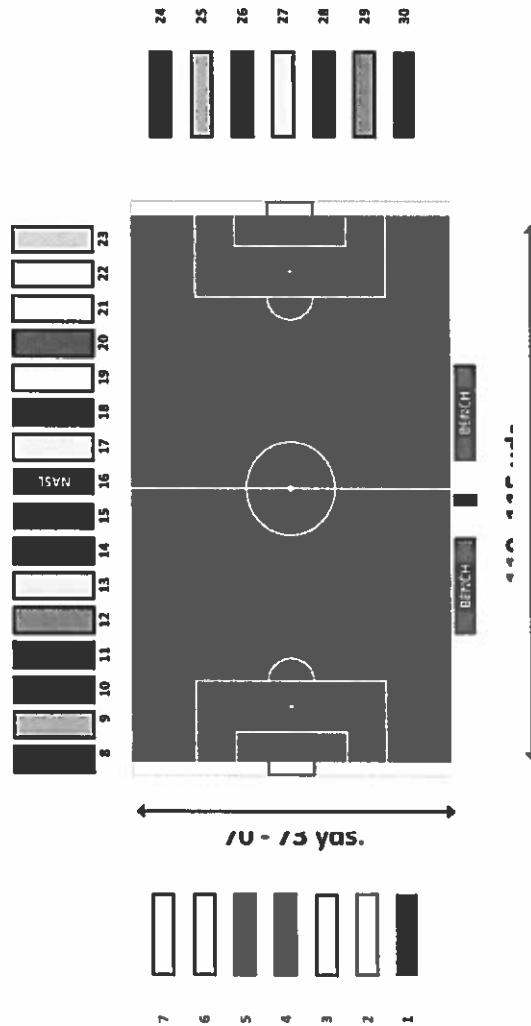
permitted to sit on the bench. Suspended Players and/or Coaches may not sit on Team benches. Injured Players are allowed on the Team Bench.

5.6.1 Entering the Field. When beckoned by the Referee, only a Team's athletic trainer and/or Team physician may enter the playing field to attend an injured Player. Coaches are not permitted to enter the field.

5.6.2 Approaching Game Officials. Coaches, assistant Coaches and other Team personnel may not enter the playing field to approach the Game Officials before, during, at halftime, or at the conclusion of any Game. Similarly, Team personnel must not confront Game Officials in the locker room, corridor, parking lots or any area surrounding the Game Officials' locker room. Game Officials should report such behavior in the Competition Incident Report Form (Exhibit E), and any such behavior is subject to League disciplinary action.

**EXHIBIT D (cont.)**  
**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

**EXHIBIT A: Field Diagram & Markings**



**EXHIBIT D (cont.)**  
**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

**FIFA LAW 1 – THE FIELD OF PLAY**

**Field surface**

Matches may be played on natural or artificial surfaces, according to the rules of the competition.

The colour of artificial surfaces must be green.

Where artificial surfaces are used in either competition matches between representative teams of member associations affiliated to FIFA or international club competition matches, the surface must meet the requirements of the FIFA Quality Concept for Football Turf or the International Artificial Turf Standard, unless special dispensation is given by FIFA.

**(a) Field markings**

The field of play must be rectangular and marked with lines. These lines belong to the areas of which they are boundaries.

The two longer boundary lines are called touch lines. The two shorter lines are called goal lines.

The field of play is divided into two halves by a halfway line, which joins the midpoints of the two touch lines.

The centre mark is indicated at the midpoint of the halfway line. A circle with a radius of 9.15 m (10 yds) is marked around it.

Marks may be made off the field of play, 9.15 m (10 yds) from the corner arc and at right angles to the goal lines and the touch lines, to ensure that defending players retreat this distance when a corner kick is being taken.

**(b) Dimensions**

The length of the touch line must be greater than the length of the goal line.

**Length (touch line):**

\* minimum 90 m (100 yds)

\* maximum 120 m (130 yds)

**Width (goal line):**

\* minimum 45 m (50 yds)

\* maximum 90 m (100 yds)

All lines must be of the same width, which must be not more than 12 cm (5 ins).

(c) International matches

Length:

minimum 100 m (110 yds)

maximum 110 m (120 yds)

Width:

minimum 64 m (70 yds)

maximum 75 m (80 yds)

(d) The goal area

Two lines are drawn at right angles to the goal line, 5.5 m (6 yds) from the inside of each goalpost. These lines extend into the field of play for a distance of 5.5 m (6 yds) and are joined by a line drawn parallel with the goal line. The area bounded by these lines and the goal line is the goal area.

(e) The penalty area

Two lines are drawn at right angles to the goal line, 16.5 m (18 yds) from the inside of each goalpost. These lines extend into the field of play for a distance of 16.5 m (18 yds) and are joined by a line drawn parallel with the goal line. The area bounded by these lines and the goal line is the penalty area.

Within each penalty area, a penalty mark is made 11 m (12 yds) from the midpoint between the goalposts and equidistant to them.

An arc of a circle with a radius of 9.15 m (10 yds) from the centre of each penalty mark is drawn outside the penalty area.

(f) Flagposts

A flagpost, not less than 1.5 m (5 ft) high, with a non-pointed top and a flag must be placed at each corner.

Flagposts may also be placed at each end of the halfway line, not less than 1 m (1 yd) outside the touch line.

(g) The corner arc

A quarter circle with a radius of 1 m (1 yd) from each corner flagpost is drawn inside the field of play.

(h) Goals

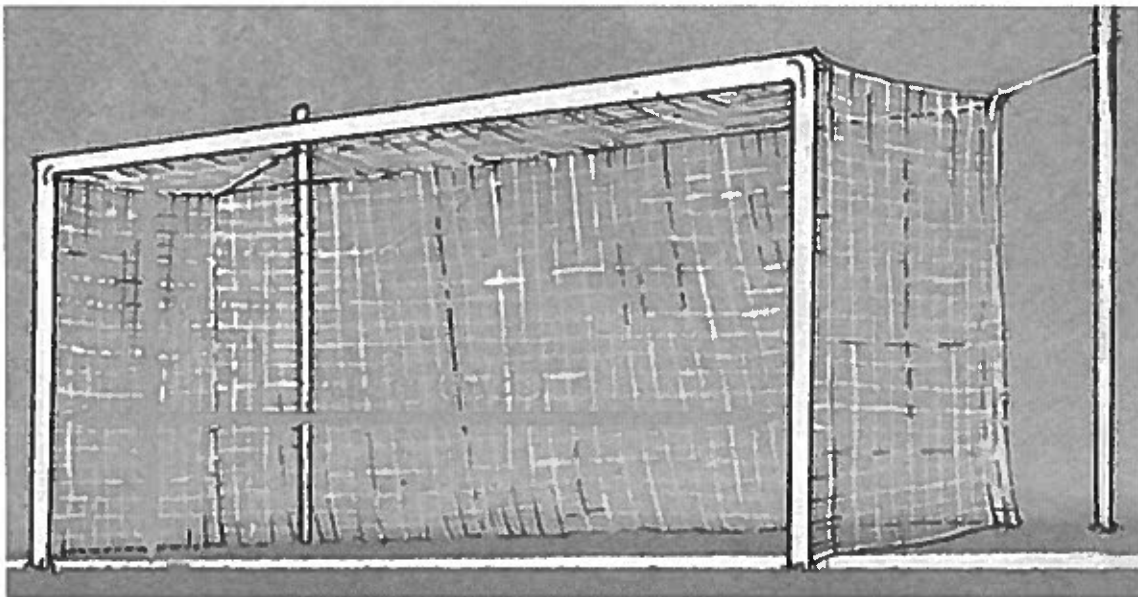
A goal must be placed on the centre of each goal line.

**EXHIBIT D (cont.)**

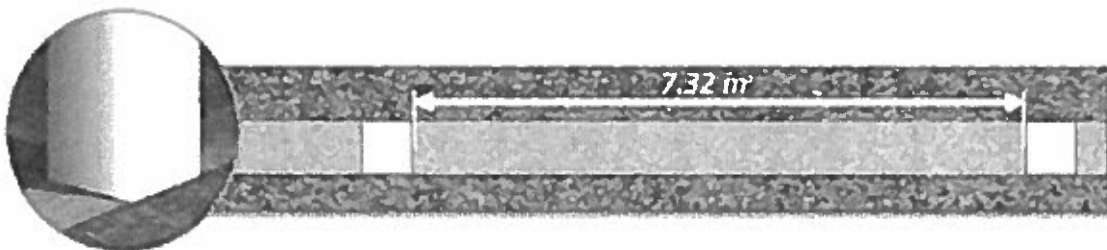
**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

A goal consists of two upright posts equidistant from the corner flagposts and joined at the top by a horizontal crossbar. The goalposts and crossbar must be made of wood, metal or other approved material. They must be square, rectangular, round or elliptical in shape and must not be dangerous to players.

The distance between the posts is 7.32 m (8 yds) and the distance from the lower edge of the crossbar to the ground is 2.44 m (8 ft).



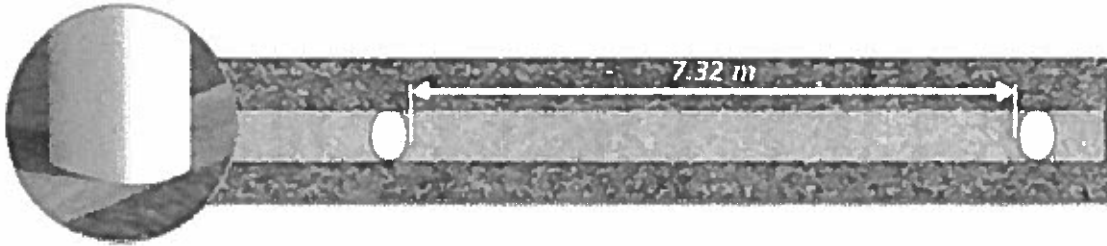
The position of the goalposts in relation to the goal line must be according to the graphics below.



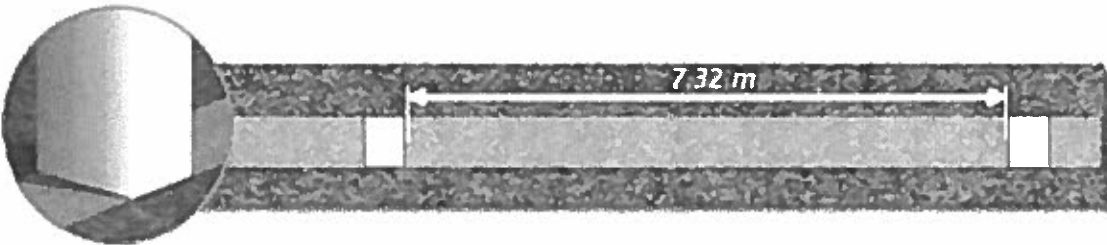
If the shape of the goalposts is square (viewed from above), the sides must be parallel or perpendicular to the goal line. The sides of the crossbar must be parallel or perpendicular to the field plane.

**EXHIBIT D (cont.)**

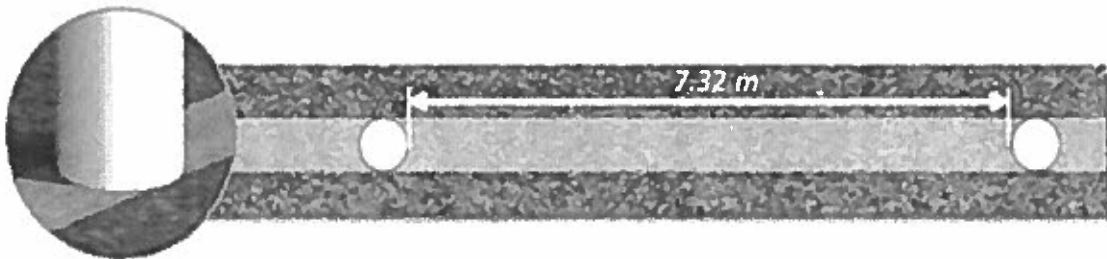
**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**



If the shape of the goalposts is elliptical (viewed from above), the longest axis must be perpendicular to the goal line. The longest axis of the crossbar must be parallel to the field plane.



If the shape of the goalposts is rectangular (viewed from above), the longest side must be perpendicular to the goal line. The longest side of the crossbar must be parallel to the field plane.



Both goalposts and the crossbar have the same width and depth, which do not exceed 12 cm (5 ins). The goal lines must be of the same width as the goalposts and the crossbar. Nets may be attached to the goals and the ground behind the goal, provided that they are properly supported and do not interfere with the goalkeeper.

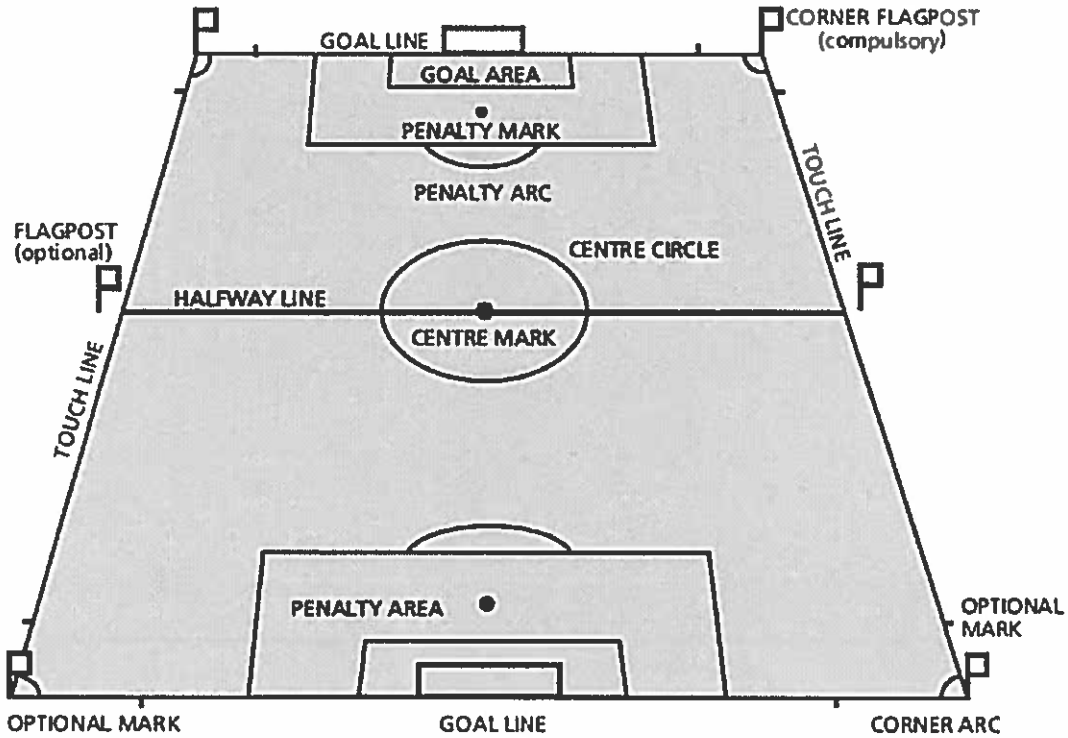
The goalposts and crossbars must be white.

Goals must be anchored securely to the ground. Portable goals may only be used if they satisfy this requirement.

**EXHIBIT D (cont.)**

**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

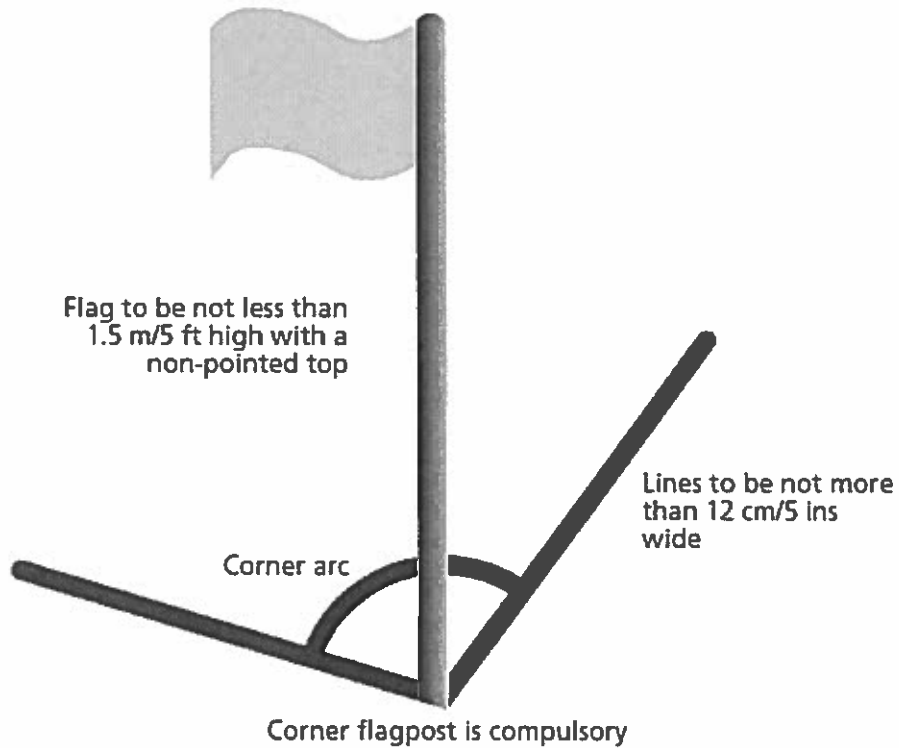
(i) The field of play



**EXHIBIT D (cont.)**

**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

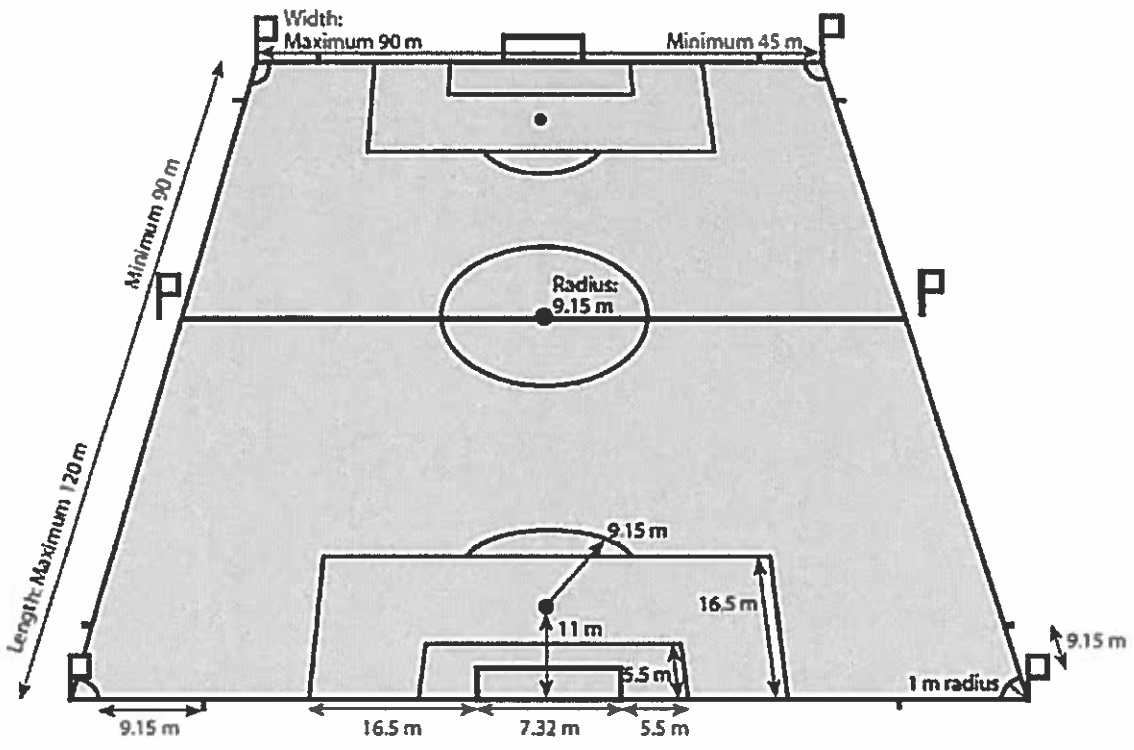
(j) Corner flagpost





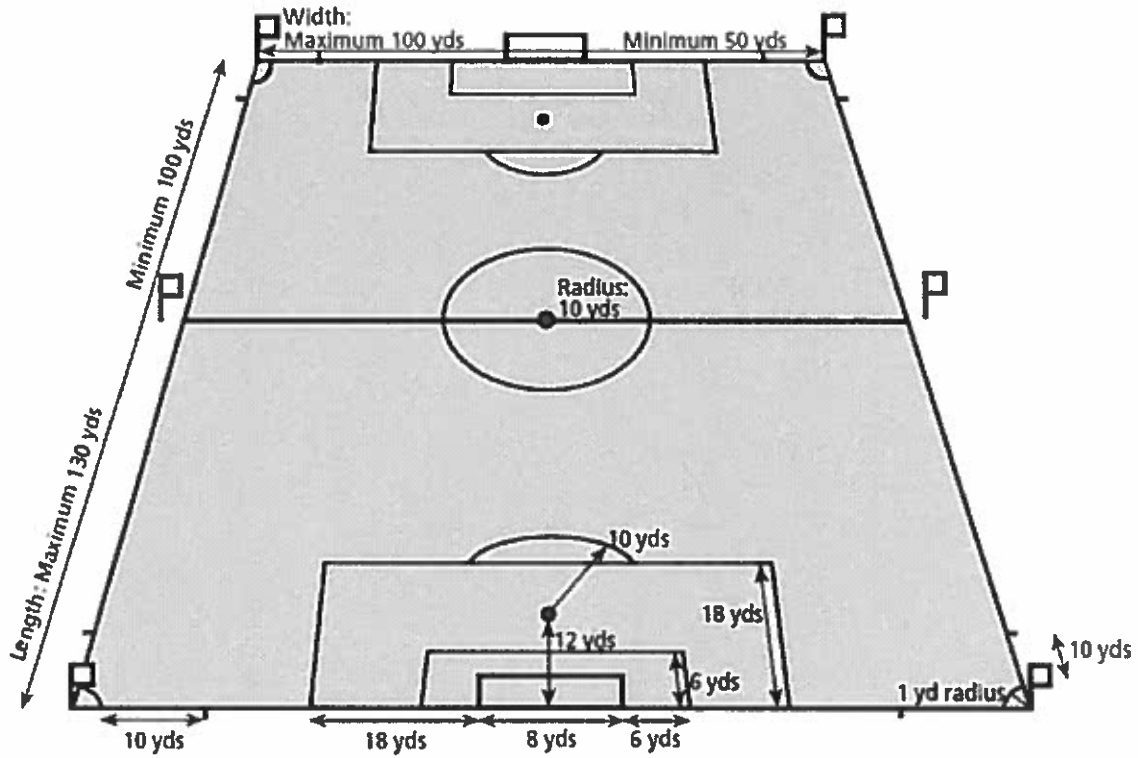
**EXHIBIT D (cont.)**  
**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

(k) Metric measurements



**EXHIBIT D (cont.)**  
**SPECIFICATIONS FOR CONDITION OF SOCCER PLAYING FIELD**

(I) Imperial measurements



**EXHIBIT E**  
**NASL BROADCASTING GUIDELINES**

**SECTION 18: BROADCASTING**

**18.1 OVERVIEW**

The NASL has established three levels of coverage, including minimum standards that define each production. The League believes it is important to establish these parameters to help define the quality of the product in a very crowded sports television marketplace.

***Tier I – National Broadcast***

Game of the Week, The Championship Game.

***Tier II – Regional or Local Broadcast***

Regular Season Game production for home or visiting markets.

***Tier III - Webcast***

Regular Season Game production for the home market.

**18.2: FACILITY/STADIUM**

Every stadium in the League will be required to provide certain minimum standards in several areas for the broadcast of League Games. This includes electric power necessary for the production, adequate lighting of the playing field for broadcast, suitable space for a television compound and broadcast booth and platforms or lifts to place cameras at the proper locations for Game coverage. There should also be a site where a host position can be built for pre-game and post-game coverage.

All NASL stadiums should be broadcast ready – having the required lighting, necessary camera platforms and lifts for the required camera positions. Open communication between the production team and the Coaches and front office staff is necessary. Players must be accessible for interviews and features to support pre-game, halftime and post-game programming.

In the event that the stadium cannot provide adequate power, a twin generator should be rented with redundant backup so as not to jeopardize the broadcast in the event of a primary generator failure. There must be a generator technician on duty during the broadcast.

Webcasts can be set up in a space either in the press box or under the stadium and must include a high-speed internet connection. While the system is very portable the control location should have access to the necessary power, phone and internet connections.

The location of the announce position shall be in the primary broadcast position in the press box. A minimum of 6 seats shall be provided with at least 12 power outlets that are each 20 amps. Ideally, this booth will be large enough for a talent camera and an on camera position. In the

**EXHIBIT E (cont.)**  
**NASL BROADCASTING GUIDELINES**

event that the booth cannot accommodate this there will be an alternate on camera position nearby.

**18.2.1 Light Levels**

Proper lighting is essential to maximize both the performance of the Players but also for the enjoyment of the fans in the venue and for fans watching the broadcast/webcast. It is important to have at least the minimum league lighting standards. Lighting standards are designed to not only light the field of play but also to have suitable lighting on the Players that requires a vertical as well as horizontal lighting pattern. The following chart presents the horizontal and vertical lighting standards.

	National	Regional & Web
Horizontal Light Levels	125 fc	80 fc (league minimum)
Horizontal Uniformity	1.5:1	2.0:1
Vertical Light Levels To center Main Camera	100 fc	75 fc
Vertical Light Levels To end line Camera	75 fc	60 fc
Vertical Uniformity	1.5:1	2.0:1

Light levels on the field of play should be bright and even throughout the area. Vertical light levels should be maximized without creating severe glare for the Players or the spectators. Light should spill into the bench areas and include lighting on the first 10-15 rows of the crowd.

Levels of lighting will vary based on the level of production. The recommended average Horizontal Lighting for NASL stadiums is 80+ Footcandles. This is an acceptable level for a regional broadcast or webcast. For a national broadcast the recommended measurement is 125 fc.

**18.2.2 Television Compound**

Electrical service is required to power the production equipment for every broadcast or webcast. The TV mobile units must park close to the power source and the footprint for will vary depending on the particular units. A production mobile unit can require a footprint up to 65' x 20' with the satellite truck needing up to a 30' x 10' area.

**Tier I – National Broadcast** requires the following:

- 3 dedicated services of power - three phase 208 volts each  
The Production Mobile Unit (HD) (400 Amps)

**EXHIBIT E (cont.)**  
**NASL BROADCASTING GUIDELINES**

- Production B-unit (200 Amps)
- Satellite uplink truck (100 Amps)

*Tier II -Regional or Local Productions* requires the following:

- 2 dedicated services of power - power - three phase 208 volts each
  - The Production Mobile Unit (HD) (400 Amps)
  - Satellite uplink truck (100 Amps)

*Tier III – Webcast* requires the following:

- 2 separate circuits
  - 2 – 20 amp plugs on each circuit

### 18.2.3 Broadcast Team

Team PR staff (home and away) will provide Game notes and clippings for each Game to ensure a valuable supply of information for the broadcast. League standings and statistics should be up to date including Games completed earlier in the day. Team PR staff will also be responsible for informing talent-sensitive issues – this information may also come from the League Office.

Coaches & select Players will be available to the production team the day before the Game.

A quality production consistent with the League-wide approach will provide an informed and insightful broadcast with effective storytelling through the words of the commentators and the visual coverage, graphics and replays provided by the production team.

#### A. Personnel – Talent

The first and most lasting impression your broadcast will present will be that of your on-air talent. They represent the team and help create the image of the team. It is not enough to simply identify the Player that took the shot on goal. A compelling broadcast relies on the ability of the play by play and the color commentator to weave stories into the coverage of the Game.

The announce team will rely on the Team staff for guidance to uncover these stories. It is also important that the broadcast team has access to the Coaches and Players for both the Home Team and opponents. The announce team will be supported during the Game by a statistician.

#### B. Personnel – Production

The core production team consists of a producer, director, associate director and graphic producer. Additional staff may be added for a Championship Game while some of the roles will be combined in a smaller production.

**EXHIBIT E (cont.)**  
**NASL BROADCASTING GUIDELINES**

Positions	Tier I – National	Tier II – Regional	Tier III – Webcast
Producer	X	X	
Director	X	X	Producer/Director
Associate Director	X	X	
Associate Producer	X		X
Graphics Producer	X	X	
Operations Manager	X	X	
Technical Manager	X	X	
Red Hat-TV Liaison	X	X	X

**C. Personnel – Technical**

The technical team will be hired locally in each market for Regional Games and webcast crews will be locally sourced. The pay scale for the technical team will vary from market to market based on prevailing rates and the presence of unions in some markets. A general budget in the next section will present an average budget.

Positions	Tier I – National	Tier II – Regional	Tier III - Webcast
Technical Director	X	X	X
Audio Mixer	X	X	
Audio Assist Booth	X	X	X
Audio Assist Field	X	X	
Senior Video	X	X	
Video Operator	X		
Hard Camera Ops	5-6	3-4	3
Hand Held Camera Ops	2-3	2	1
Replay Operators	3	2	1
Camera Utilities	3-4	3	
Graphics Operator	1	1	
Score Bug Operator	1	1	
Stage Manager	2	1	
Production Runner	2	1	1
Transmission	1	1	
Mobile Unit Engineers	3	2	
Mobile Unit Drivers	2	1	

**Camera Locations – Primary**

- a. High Mid Field – Hard Camera – Press Box
- b. Low Mid Field – Hard Camera – 6’-8’ riser
- c. Left 18yd Mark – Hard Camera – on platform same height at Cam 1

**EXHIBIT E (cont.)**  
**NASL BROADCASTING GUIDELINES**

- d. Right 18yd Mark – Hard Camera – on platform same height at Cam 1
- e. End Zone Camera – Hard Camera – Hi End Zone – on platform or lift
- f. Field Level Benches – Hand Held Camera – cable to both bench areas

Camera Locations – Additional

- g. Behind Goal – Hand Held Camera on Jib mount
- h. Field Level Benches – Hand Held Camera – on reverse sideline
- i. End Zone Camera – Hard Camera – Hi End Zone opposite Cam 5
- j. High Mid Field – Hard Camera – Press Box next to Cam 1 (tight coverage)

18.2.4 Production Budget Guidelines

Categories	Tier I – National	Tier II – Regional	Tier III - Webcast
Production Personnel	\$7,500	\$5,000	\$1,000
Technical Crew	\$17,000	\$11,000	\$1,000
Travel Expenses	\$6,000	\$1,500	-
Location Expenses	\$3,500	\$1,500	-
Equipment Rental	\$14,000	\$9,000	\$3,500
Transmission/Phones	\$3,500	\$3,000	\$750
Miscellaneous	\$750	\$750	\$500
<b>TOTAL</b>	<b>\$52,250</b>	<b>\$31,750</b>	<b>\$6,750</b>

*Location Expenses* include: Catering, Union Charges, Scaffolding, Safety Equipment

*Equipment Rental* includes: Mobile Unit, Lighting Rental, Score Bug, Audio Equipment

*Miscellaneous* includes: Shipping, Insurance, Tape Stock

A. Visiting Team Production

Visiting Teams can share the Home Team feed and supplement the coverage to personalize the Game for their Team. There are uplink production units that can fulfill both the coverage and transmission requirements for the visitors. Adding two cameras – one high at mid-field and another around the Visiting Team bench will accomplish this goal. Graphics can be done by the visiting production so that their sponsors can be included in the production. The announce team can either call the Game from a secondary press box location or it can be done over the feed from the visitors' home market.

18.3 PRESENTATION & LOOK

The production of each Game ultimately relies on the cooperative efforts of the broadcast team and the Game Day operations team. Pre-game timings and pre-planned events are important parts of the overall entertainment of the fans whether they are in the stadium or watching from home.

**EXHIBIT E (cont.)**  
**NASL BROADCASTING GUIDELINES**

There is not going to be a singular correct schedule applicable to all teams. Some teams will run a pre-game show, some will not. Some teams take longer to walk from the locker rooms to the field. There are certain standards that must be adhered too, however, to create uniformity across all broadcast.

- Teams enter the field side by side while the FIFA anthem is played.
- Game officials walk between the Teams having collected the Match Ball.
- All Teams must assign a red hat; this person will communicate with the TV truck about starting the Game on time. This person cannot have other duties during the 10 minutes leading up to kickoff.
- Teams must adhere to the advertised kickoff time. Teams that fail to enter the field in a timely manner will be subject to fines.

**TIMING SAMPLE:**

**VISITOR VS. HOME**  
**DATE**  
**PRE-GAME/HALFTIME FORMAT**  
**KICKOFF – 7:30PM**

<u>TIME OF DAY</u>	<u>COUNTDOWN</u>	<u>EVENT</u>
5:00	-	RED HAT/OFFICIALS CONFIRM CLOCK TIME WITH TV
6:00	90:00	TEAMS ARRIVE AT STADIUM
6:10	80:00	VISITING COACH AVAILABLE FOR PRE-INTERVIEW
6:30	60:00	MEETING: TV – COACHES – GAME OFFICIALS
6:40	50:00	FIELD AVAILABLE FOR PRE-GAME WARM UPS
7:10	20:00	TEAMS MUST EXIT FIELD
7:10	20:00	15 MINUTE PRE-GAME ENTERTAINMENT
7:15	15:00	5:00 WARNING FOR TEAMS TO EXIT LOCKER ROOMS
7:17	13:00	3:00 WARNING FOR TEAMS TO EXIT LOCKER ROOMS
7:20	10:00	TEAMS EXIT LOCKER ROOMS
7:22	8:00	VISITING TEAM INTRODUCTIONS
7:24	6:00	HOME TEAM INTRODUCTIONS
7:26	4:00	NATIONAL ANTHEM
7:30	0:00	KICKOFF
8:15	-	END FIRST HALF – TV INTERVIEW TRAILING COACH



8:28		TV INTERVIEW LEADING COACH
8:30		KICKOFF – 2 <sup>ND</sup> HALF
9:15		GAME ENDS

**EXHIBIT F**  
**INTENTIONALLY DELETED**

**EXHIBIT G**  
**LOCATIONS FOR ARMADA NOVELTY AND MERCHANDISE SALES**

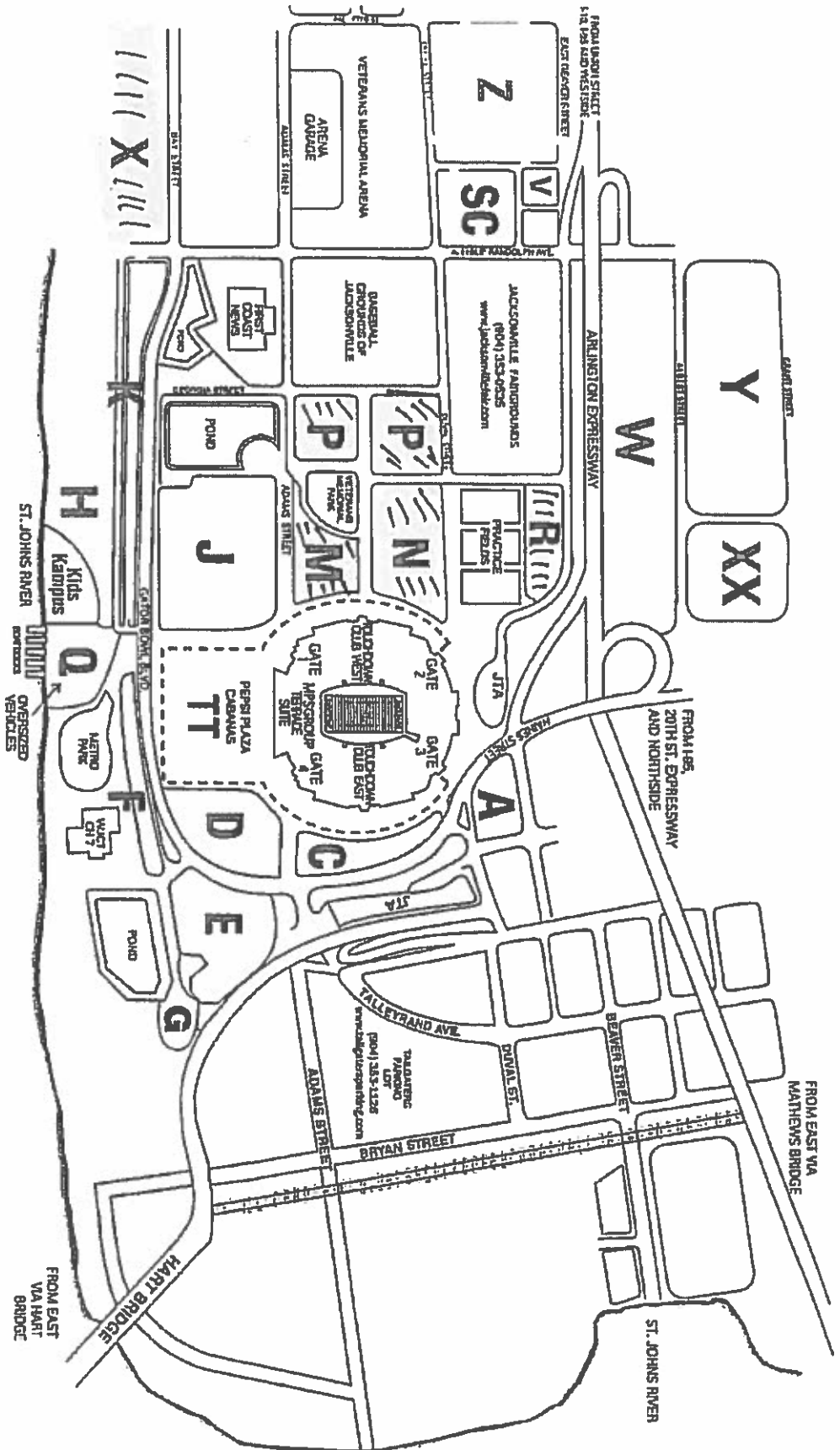
~~(To be provided.)~~

(To be inserted upon review and approval of locations by Baseball Jax, Inc.)

**EXHIBIT H**  
**LOCATION OF PARKING FACILITY**

~~(To be provided by City.)~~

(See following page.)



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X

Kids Kampus

OVERSIZED VEHICLES

FROM EAST VIA HART BRIDGE

FROM I-95, 20TH ST. EXPRESSWAY AND NORTHSIDE

FROM EAST VIA MATHEWS BRIDGE

ST. JOHNS RIVER

VETERANS MEMORIAL ARENA  
ARENA GARAGE

GENERAL CHANGES OF JURISDICTION

JACKSONVILLE PATROUSARDS  
(904) 353-0325  
www.jacksonvillepat.com

PRACTICE FIELDS

VETERANS MEMORIAL PARK

GATE MIRACOP BEHIND STADIUM

PERSI PLAZA CASINOS

TALAMONIC PARKING LOT  
(904) 353-1126  
www.talamonicparking.com

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POND

P

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ME

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GATE 1

GATE 2

GATE 3

GATE 4

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**EXHIBIT I**  
**INTENTIONALLY DELETED**

**EXHIBIT I1**  
**SOCCER EVENT PERSONNEL**

- Grounds
- ITD
- Trades- electrician (lighting technician), plumber, engineers
- Elevator mechanic
- Ticket Takers
- Ushers
- Security
- Scoreboard operator
- Audio Technician
- Parking Lot Attendants



**EXHIBIT I2**  
**SPECIFICATIONS AND STANDARDS FOR SERVICE PERSONNEL**

City covenants and agrees as follows:

- City shall establish a point of contact with Licensee for Soccer Event and day-to-day operations.
- Representatives of Licensee shall conduct a pre-Soccer Event inspection with representatives from City and its facility management group, and any other party deemed necessary to review the Soccer Event, timeline, anticipated attendance, and any and all functions and/or expectations related to the Soccer Event.
- Protocols for resolving issues shall be mutually agreed upon by Licensee and City (i.e., ejections), ~~and both parties shall follow guidelines set forth by the NASL and Armada Fan Code of Conduct.~~
- All reasonable efforts shall be made to immediately remedy any issue(s) that arises at any Soccer Event.
- At Licensee's sole cost and expense, Licensee may request implementation of a day of event fan reporting system to assist in issue resolution (i.e., text messaging program).
- At Licensee's sole cost and expense, Licensee may employ "secret shoppers" to evaluate all aspects of the Soccer Event experience.
- Licensee shall be made aware of any and all issues arising at any Soccer Event, and the resolution of such issue(s). City's facility manager must submit a written post-event summary for review/discussion with Licensee in a post-event meeting.
- Licensee may observe the training of Soccer Event Personnel. At Licensee's sole cost and expense, Licensee may provide/conduct ~~Armada~~Licensee service training as a supplement to existing training practices. Licensee may request additional training if deemed necessary at any point throughout ~~the~~ Licensee's season, at Licensee's sole cost and expense.

**SECTION 4: STADIUM & SECURITY**

**4.0 STADIUM & SECURITY.** Each Team must execute a stadium lease for each Team's Home stadium. Teams must provide a copy of the stadium agreement to the League Office prior to the execution of the agreement.

**EXHIBIT I2 (cont.)**  
**SPECIFICATIONS AND STANDARDS FOR SERVICE PERSONNEL**

4.1 STADIUM FIELD PLAN. Each Team shall submit to the League Office a Stadium Field Plan ~~using the form attached hereto as Exhibit B.~~ Stadium set-up will be pursuant to the Stadium Field Plan, and the League Office must approve any changes in writing before the start of the

Season. The Stadium Field Plan upon request of the League Office. The Stadium Field Plan shall include, but not limited to, the following:

- a. Field dimensions;
- b. Team bench locations;
- c. Warm up area;
- d. Field board location diagram;
- e. Access points for Game Officials and Teams to the field;
- f. Designated area for suspended Coaches or Team staff members.

4.2 STADIUM SECURITY. The Home Team must provide a sufficient number of uniformed security and law enforcement officers to assure that only authorized persons with the proper credentials are at field level or in the vicinity of the Teams' benches before, during and after a Game. The security force must also be sufficient to assure the safety of all Players, Game Officials and Team officials in the stadium, including entering and/or leaving locker rooms and the stadium. Security must also be provided in the vicinity of spectator seating, ticket sales gates, parking lots, concessions, press/VIP entrance, and press/VIP seating.

4.3 CREDENTIALS. Credentials must be designed to indicate the area to which the bearer is entitled access, and the credential will be highly visible. The Team shall provide local credentials to Team staff, Referees assessors, Game Officials, Game Day staff and local media. The NASL League Office will produce ALL VENUE credentials for their staff for the 2014 Season. Each stadium must recognize and honor all applicable credentials/passes and should provide a copy of Credential Matrix Boards to the League Office for review upon request.

4.4 PROHIBITED & RESTRICTED ITEMS. Generally, stadium rules must dictate what items are prohibited from being brought into the stadium, and the League Office expects such rules to be enforced by all Game personnel. Information about such prohibited items must be clearly communicated to the patrons. Items such as whistles, plastic horns, fireworks, flares, smoke bombs or other safety hazards are strictly prohibited. Stadium security, ushers and Team staffs must make every reasonable effort to prevent these prohibited items from entering the facility.

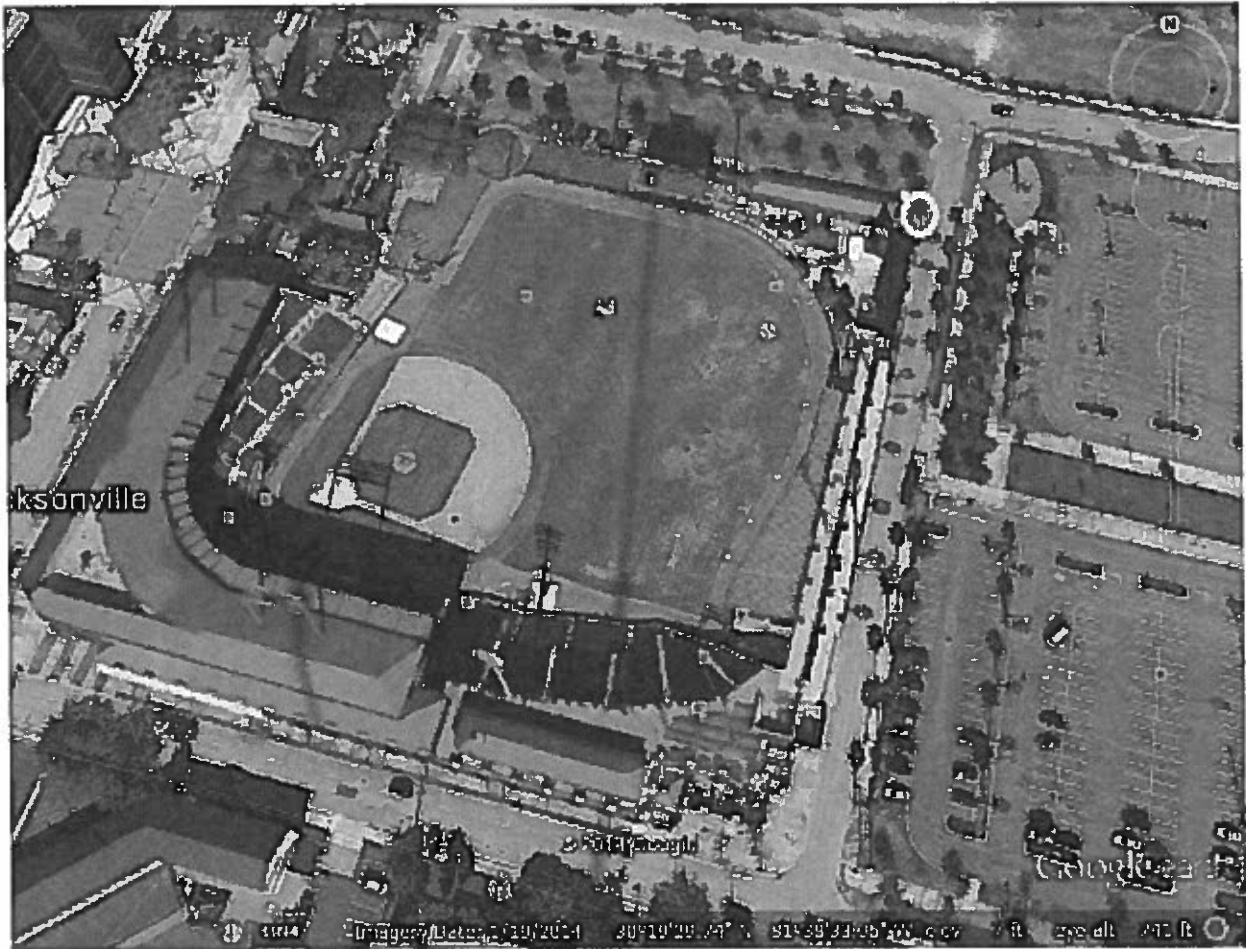
Any individual caught attempting to bring these items into the stadium or ignite them should be immediately expelled from the stadium.

**EXHIBIT I2 (cont.)**  
**SPECIFICATIONS AND STANDARDS FOR SERVICE PERSONNEL**

**4.5 ADDITIONAL STADIUM POLICIES.** In addition to the NASL rules and procedures, each NASL stadium has additional rules that must be enforced, such as prohibited items, alcohol policies, fan searches, fan removal or arrest, seat migration, etc. In addition to providing the League Office with a copy of these rules, Teams must thoroughly discuss these matters with their stadium authority before the start of the League Season so it is clear by whom and by what means all rules and procedures must be enforced.

**4.6 LEAGUE OVERSIGHT.** NASL staff shall regularly monitor stadium procedures and other minimum performance standards.

**EXHIBIT J**  
**TICKET AREAS**



**EXHIBIT K**  
**EXCLUSIVITY AGREEMENTS**

(To be provided by City.)  
**INTENTIONALLY DELETED**

**EXHIBIT L**  
**SMG'S BOOKING POLICIES AND PROCEDURES**

(To be provided by SMG See following two pages.)



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***Worldwide Entertainment and  
Conference Venue Management***

**SMG - JACKSONVILLE  
SPORTS & ENTERTAINMENT VENUES  
BOOKING POLICY**

**I. STATEMENT**

The City of Jacksonville has granted the management rights to SMG to operate their Sports and Entertainment Venues, which include Everbank Field, The Baseball Grounds of Jacksonville, The Veterans Memorial Arena, The Times-Union Center for the Performing Arts, The Prime F. Osborn Convention Center, and The Ritz Theatre & Museum. The City of Jacksonville is committed to operating the venue according to policies, which will:

- Produce the highest possible income and operate each venue in a fiscally responsible manner.
- Encourage events that interest the entire community, which include, but are not limited to Sporting Events, Conventions, Concerts, Symphony presentations, Ballet, Broadway shows, popular music, dance recitals, opera, comedy, family shows, etc.
- Make the venues available to as many promoters and producers as possible so as to maximize the number of days during which events are held.
- Contribute to the image of Jacksonville as a cultural destination and support the above policies by developing and implementing a strong marketing plan using the new image of each venue as a cornerstone of this effort.

**II. DEFINITION OF EVENT CLASSIFICATIONS**

Presenters using the facility shall be classified within the following priorities:

First Priority

Tenants with multiple year agreements



Second Priority      Other users of the facility

### **III. SCHEDULING OF EVENTS**

Dates may be placed on hold at any time in the future prior to the event.

For any tentative booking, unless protected in the date challenge policy enumerated below, the booking hold will expire automatically after 30 days unless the presenter provides a non-refundable deposit, based upon 50% of each facilities base rent.

### **IV. DATE CHALLENGES**

Any tentative hold that has not gone to contract is subject to challenge in accordance with the following procedure:

A presenter will be notified that a bona fide challenger has agreed to enter into contract and SMG is holding a deposit of 50% of the rent. The presenter with the tentative hold will have two (2) business days within which to enter into a contract with an appropriate deposit, or the date(s) will be given to the challenging party. Upon assignment of the dates, the challenging party will execute a contract within two (2) business days and be responsible for the full rental as outlined in the contract.

If the dates are given to the challenging party, any deposit currently held by management will be refunded to the party who provided the deposit.

### **V. CONTRACT DEPOSITS**

- A) For single events the base rental fee will be required as a contract deposit and up to 50% of the estimated expenses.

### **VI. GENERAL MANAGER/DESIGNEE'S DISCRETION**

The purpose of the booking policy of the SMG Sports & Entertainment Facilities is to provide the management with general guidelines for the efficient operation of each facility. Nothing contained within those guidelines is intended to limit the General Manager/Designee's discretion in the booking or negotiation of contracts that in his or her professional judgement would be in the best interest of the City of Jacksonville.

### **VI. Venue Specific Policies**

Each venue managed by SMG may be subject to booking policies specific to each facility.