

**First Amendment to the Minor League Baseball Lease Agreement
Between the City of Grand Junction, Colorado and GJR, LLC**

This First Amendment ("First Amendment") to the Lease Agreement is effective the 30th day of June, 2012, by and between the City of Grand Junction, Colorado, ("City"), and GJR, LLC, a Colorado limited liability company ("Club").

WHEREAS, City and Club are parties to a Lease Agreement dated as of November 15, 2011 ("Lease Agreement"), and.

WHEREAS, the City and Club desire to modify the Lease Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements contained herein, the sufficiency of which is acknowledged and supports the making of this First Amendment, the City and the Club agree as follows:

- 1) The above recitals are incorporated herein and deemed a part of this First Amendment. Capitalized terms used but not otherwise defined are used as defined in the Lease Agreement.
- 2) Section 3. b. regarding Annual Rent is hereby deleted.
- 3) Section 3.e. is hereby amended as follows:

"The initial payment, annual facility payment, field usage fees and Spectator Fees payable by the Club to Grand Junction Baseball Committee, Inc. and to the City as provided in this First Amendment, the Lease Agreement and any further Amendment(s) thereto are in full consideration of the Club's use of the Leased Premises under this Lease Agreement."

"Except for the payment of the initial payment, Annual Facility Payment, field usage fees and Spectator Fees, no other rent, fees, costs, expenses or charges shall be payable by Club to Grand Junction Baseball Committee, Inc. or to City or charged to Club by, through or at the direction of City in connection with this Lease Agreement or Club's use of the Leased Premises hereunder."

- 4) Section 3. f. is hereby added as follows:

"Section 3.f. Annual Facility Payment. Club shall pay to Grand Junction Baseball Committee, Inc. twenty-five thousand dollars (\$25,000.00) annually on or before July 1st of each year of the lease term. The City shall have the remedies provided in the Lease

Agreement in the event of the Club's default on its obligation to pay the Annual Facility Payment to Grand Junction Baseball Committee, Inc."

4) Except as amended by this First Amendment, all the terms, conditions and covenants of the Lease Agreement are valid, shall remain in full force and effect, and are hereby ratified and confirmed. Any inconsistencies between this First Amendment and the Lease Agreement shall be governed by this First Amendment. Notwithstanding anything to the contrary in the Lease Agreement, as amended by this First Amendment, shall be governed by and subject to the laws of the State of Colorado (without regard to its conflict of laws principles) and shall be deemed for all purposes to be made and fully performed in Colorado. This First Amendment may be executed in any number of counterparts, each of which shall be considered an original, and all of which shall be deemed one and the same instrument. The Lease Agreement, as amended by this First Amendment, contains the entire agreement of the parties with respect to the matters covered and no other prior promises, negotiations or discussions, oral or written, made by any party or its employees, officers or agents shall be valid and binding.

5) This First Amendment to the Lease Agreement is also expressly contingent on the ratification, confirmation and consent of this First Amendment by the City Council of City and the execution and delivery of this First Amendment by the City.

IN WITNESS WHEREOF, the parties have executed this First Amendment to the Lease Agreement effective as of the day and year first above written.

Attest:

By: Stephanie Kun
City Clerk

City of Grand Junction, Colorado ("City")

By: [Signature]
Rich Englehart
City Manager

GJR, LLC ("Club")

By: [Signature]
Michael P. Baker
Manager



* * *

STATE OF COLORADO)
) ss.
COUNTY OF MESA)

The foregoing instrument was acknowledged before me this 21st day of August, 2012, by Rich Englehart, the City Manager of the City of Grand Junction, Colorado, a Colorado municipal corporation, on behalf of said Colorado municipal corporation.

Deana Pietro
Notary Public



My Commission Expires 07/07/2016

STATE OF COLORADO)
) ss.
COUNTY OF ARAPAHOE)

The foregoing instrument was acknowledged before me this 14 day of August, 2012, by Michael P. Baker, a Manager of GJR, LLC, a Colorado limited liability company, on behalf of said Colorado limited liability company.

Eula Rendell
Notary Public



My Commission Expires

4/4/2014

Execution Copy

**MINOR LEAGUE BASEBALL LEASE AGREEMENT
BETWEEN
THE CITY OF GRAND JUNCTION, COLORADO
AND
GJR, LLC**

**Grand Junction, Colorado Minor League Baseball Lease
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Grand Junction, Colorado Minor League Baseball Lease Agreement

This Lease Agreement is made and entered on the ^{15th} day of ~~September~~ ^{November}, 2011, by and between the City of Grand Junction, Colorado, ("City"), and GJR, LLC, a Colorado limited liability company ("Club").

WHEREAS, the Club desires to relocate its Pioneer Baseball League minor league baseball club to Grand Junction, Colorado and lease the baseball field known as "Suplizio Field," as well as related grounds and facilities adjacent thereto.

WHEREAS, the City has determined that it is advantageous to City to lease the baseball field, and related grounds and facilities to the Club.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth below, and for other good and valuable consideration, the adequacy and receipt of which are acknowledged by the parties, the City and the Club agree:

1. Leased Premises. The City hereby leases to the Club the Leased Premises (as defined below) on the terms and conditions of this Lease Agreement. For purposes of this Lease Agreement, (a) "Leased Premises" means (i) the real property legally described on Exhibit A and all physical improvements thereto and structures thereon, including, without limitation, the Stadium (as defined below), walkways, parking areas (including the parking lot next to Clubhouse (as defined below) and public parking lot beyond main entrance, which public lot shall be non-exclusive to Club), and all other appurtenances and improvements made to or existing on the Leased Premises during the term of this Lease Agreement, and (ii) all rights, privileges and improvements as described or set forth in this Lease Agreement, (b) "Stadium" means the baseball stadium (currently known as "Suplizio Field"), and the Clubhouse; administrative and storage areas; playing and practice fields; batting cages and tunnels, bullpen pitching mounds; warm-up areas; newly constructed hospitality suite; press box; scoreboard; stadium visual, sound and public address systems; concession facilities; box office facilities at the main entrance; and all ancillary structures, improvements and related grounds situated upon the Leased Premises. Additionally, the Stadium shall include space on the 12th Street and North Avenue marquee for Club to display identifying signage, but Club acknowledges that the entire marquee is not exclusive to it/for its use. Similarly, the Club shall have the right to place identifying signage at the main pedestrian entrance to the Stadium. Club shall pay for the cost of any such signage. The style and size of the signs shall be controlled by the applicable code(s), law, rule(s) and regulations. "Clubhouse" means the renovated clubhouse building, which will include office facilities for the Club, and home Club and visitor clubhouses, as contemplated by Section 5 below.

Club shall have the right pursuant to Section 4 below to use the Leased Premises during each Baseball Season (as defined in Section 4) during the term of this Lease Agreement. During each Baseball Season (and additionally during each non-Baseball

Season with respect to the Club offices and storage areas), Club shall have the right to have and to hold the Leased Premises and all rights, privileges, easements and appurtenances belonging thereto. The rights and privileges granted by the City to the Club shall include, without limitation, all rights to possess, control, use, and operate the Leased Premises (and, notwithstanding anything to the contrary contained herein, permit Club's designees (including, without limitation, concessionaires, broadcasters and other third parties)), and further shall include such rights of way, utility easements, rights to post and display advertising and signage within the Stadium and/or the Leased Premises (but not on the exterior walls and/or projecting over the height of the applicable portion of the Stadium and/or Leased Premises), all without restriction by City ordinance or regulation, and such other access and use rights as needed for operation of the Leased Premises as a professional sports and/or entertainment venue.

The Club shall negotiate a separate agreement with JUCO regarding certain outfield fence signage.

The City reserves the right of entry to the Leased Premises, for purposes of repair and maintenance of utilities and facilities that are the City's responsibility under this Lease Agreement and will give 8 hours advance notice of access whenever possible (no notice is required in case of emergencies), with an exception to the notice provision for cleaning crews. Except in emergencies, the City agrees to refrain from exercising such access rights during times the Stadium is in use for the Club's baseball games, and to otherwise limit its exercise of access rights to prevent disruption of the contemplated uses of the Leased Premises.

2. Term. The term of this Lease Agreement shall be a 15-year occupancy period commencing at 12:01 A.M., January 1, 2012, with three (3) five (5) year extension periods at the Club's option, subject to the terms and conditions set forth below. This term may be shortened or extended pursuant to Sections 17 and 18 below.

3. Payments to City.

a. Initial Payment. Club shall pay to the City One Hundred Thousand Dollars (\$100,000) on or before December 1, 2011.

b. Annual Rent. Club shall pay City rent annually on or before July 1st of each year in the amount of Twenty-Five Thousand Dollars (\$25,000).

c. Field Usage Fee. Club shall pay City a per game usage fee for each game played at the Stadium as follows:

<u>Years</u>	<u>Per Home Game</u>
2012-2016	\$500
2017-2021	\$600
2022-2026	\$700

Such fees shall be due on the 15th day of the month following the month in which the games are played.

If the Club elects to extend this Lease Agreement pursuant to Section 17, the per game usage fee shall be adjusted as follows:

<u>Years</u>	<u>Per Home Game</u>
2027-2031	\$800
2032-2036	\$900
2037-2041	\$1,000

d. Spectator Fee. For each ticket sold as an Advance Ticket Sale (defined below), Club shall pay to the City a “Spectator Fee” of \$.50 per ticket sold by Club. For each ticket sold as a Box Office Ticket Sale (defined below), Club shall pay to the City a Spectator Fee of \$1.25 per ticket sold by Club.

“Advance Ticket Sale” shall mean any game ticket sold before the entrance gates are opened to allow spectators to enter the Stadium for the game for which the ticket is sold. Any ticket sold for a day’s game after the entrance gates are opened for such game shall be considered a “Box Office Ticket Sale.”

The Club shall be allowed to issue up to fifty (50) complimentary tickets (“Comp. Tickets”) to each game, which shall not be subject to the Spectator Fee. However, it is agreed that the Club shall not issue such Comp. Tickets to any Club sponsor pursuant to a sponsorship agreement that includes a ticket element, but rather will allocate an amount from such sponsorship agreement equal to the face value of the tickets at the price sold to the general public for the game and section in which the Sponsor is allotted seats and Club will pay the City a Spectator Fee of \$.50 on such tickets. Further, the Club may contribute or charge no more than \$1 per ticket to charitable groups (those who are Section 501(c)(3) organizations under the Internal Revenue Code, as amended (e.g., Boys and Girls Club)), and such tickets shall be exempt from the Spectator Fee and will not be considered Comp Tickets.

Spectator Fees shall be remitted by Club to the City on or before 15 days following the last home game of the Baseball Season for each respective year.

If Club elects any of the options to extend this Lease Agreement pursuant to Section 17, in such option years the Spectator Fee for Advance Ticket Sales shall remain at \$.50 per ticket and the Spectator Fee for Box Office Ticket Sales shall be increased to \$1.50 per ticket.

e. Full Consideration; No Other Charges or Payments. The initial payment, annual rent, field usage fees and Spectator Fees payable by Club to the City are in full consideration of the Club’s use of the Leased Premises under this Lease Agreement.

Except for the payment of the initial payment, annual rent, field usage fees and Spectator Fees, no other rent, fees, costs, expenses or charges shall be payable by Club to City or charged to Club by, through or at the direction of City in connection with this Lease Agreement or Club's use of the Leased Premises hereunder.

4. Use of Premises.

a. Baseball Season Exclusive Use. During the term of this Lease Agreement, the Club shall have the right during each Baseball Season to the exclusive use, possession, operation and control of all areas of the Leased Premises, except as provided in Section 6 below, including all of the Stadium's facilities, for (i) practicing and playing professional baseball games involving Club's team, and conducting related activities, (ii) conducting baseball events not involving Club's team or conducting non-baseball events, all as determined by Club ("Ancillary Events"), and (iii) conducting advertising and promotional activities in conjunction therewith. "Baseball Season" means, as to each calendar year of the term of this Lease Agreement, the regular annual period of play of professional baseball games and related activities by the Club at the Leased Premises for the minor league baseball league in which the Club's team is then a member (which is currently the Pioneer Baseball League and whose season currently runs from mid-June through the beginning of September), including any and all pre-season practice games, regular season games, exhibition games (no more than two (2) per season), post-season "playoff" games, and all "all star" games. If the Baseball Season for a year were to change during the term of this Lease Agreement such that it would interfere with the annual JUCO tournament held each year on the Leased Premises during a two-week period during the last week of May and the first week of June, then the Club shall have the responsibility to coordinate with the respective minor league baseball authorities to schedule its home games so as not to play any game at the Stadium during the one-week time period of the JUCO tournament. Further, if a scheduled Club game should conflict with a Colorado Mesa University ("University") and/or School District 51 ("District") home football game in September of any year, the Club will be responsible for coordinating with the University and/or the District to resolve such conflict (which may include but not be limited to playing an afternoon or evening baseball game, sharing the Stadium facilities or the rescheduling of game(s)). Notwithstanding the above exclusivities, the City shall have the right on any non-game day (day or night) to host events at the Stadium facilities, including but not limited to the hospitality suite, restrooms and concessions upon reasonable advance notice to the Club. Such use shall be considered a City Event (as defined in and governed by Section 4.g.).

b. Year Round Exclusive Use. During the term of this Lease Agreement, the Club also shall have year-round exclusive use of (i) the Club administrative offices and storage areas located in the Clubhouse, and (ii) five (5) parking spaces as designated by Club in the parking lot adjacent to the Clubhouse.

c. Advertising, Promotions and Signage.

i. Generally. At the beginning of each Baseball Season, the Leased Premises must be delivered to Club free of all advertising/promotional signage not approved by Club. In the event the Leased Premises cannot be delivered “clean,” the City will cover advertising/promotional signage as directed by Club. During each Baseball Season, the Club shall at all times exclusively control advertising, promotions and signage for the Leased Premises, subject only to any separate agreement between JUCO and Club. Notwithstanding the foregoing, stadium signage identifying the name of the Stadium as “Suplizio Field” is permitted.

ii. Naming Rights. City shall retain the naming rights to the Stadium, which name is currently “Suplizio Field”. City may change the name of the Stadium to a non-commercial name at its discretion . As part of Club’s advertising, promotional and signage rights, during the Baseball Seasons, Club shall have the naming rights with respect to all component parts and areas of the Stadium and Leased Premises (including without limitation, the Clubhouse, seating areas, party decks, entrance portals and bullpen areas, etc.). If in the exercise of such rights, the Club modifies, removes, covers or otherwise damages existing signage, it will restore or replace such existing signage to its original condition at Club’s expense at the end of any Baseball Season during which signage is modified, removed, covered or damaged.

d. Club Revenues. All revenues from Club’s activities at the Leased Premises, including, without limitation, from baseball games and Ancillary Events, from all sources whatsoever, including, without limitation, ticket sales (subject to payment to City of the Spectator Fee pursuant to Section 3.e.); suite rentals; commissions and royalties; vending; beer, alcohol and beverage sales; advertising, sponsorships, promotions and signage; broadcast, media and programming rights; and merchandise, novelty and retail sales, shall be retained solely by the Club.

e. Alcoholic Beverages. City shall secure a license for the sale of alcoholic beverages (including, without limitation, beer, wine and distilled spirits) that may be sold and otherwise distributed and consumed at the Leased Premises during the term of this Lease Agreement. Club or its concessionaire (as designated by Club) shall be permitted to sell alcoholic beverages at the Leased Premises pursuant to the terms and conditions of the Management Services Agreement attached hereto as Exhibit B. Alternatively, the Club, at its sole option, may obtain such a license (or utilize a concessionaire with such a license) for such sales.

f. Ancillary Event Expenses. Notwithstanding Section 3(e) above, if the Club conducts any Ancillary Events at the Leased Premises, Club shall pay to the City the documented direct incremental out of pocket costs actually incurred by City in connection with such Ancillary Events.

g. City Events. If City desires to hold an event(s) at the Leased Premises during a Baseball Season (a "City Event"), the City shall provide reasonable advance written notice to the Club of the proposed City Event (including a description of such event, its date and time and the facilities to which the City requires access) to allow the Club to object to such City Event if the preparation, the event itself or the clean-up/teardown will interfere with the Club's activities at the Leased Premises. Neither a City Event nor any activities with respect thereto may occur on a game day unless consented to in writing by Club, or be of such type or nature that could be expected to cause any damage to the Playing Field. The Club agrees to cooperate with the City when a unique or occasional City Event requires use of the Leased Premises.

Unless otherwise set forth in a written agreement between Club and City with respect to a City Event, the following terms and conditions shall apply: (i) City shall be entitled to all revenues with respect to such City Event, (ii) City shall be responsible for all costs, expenses, liabilities and obligations with respect to such City Event, and shall indemnify, defend and hold Club harmless with respect to the City Event, the conduct thereof, and all costs, expenses, claims, liabilities and obligations with respect to the City Event, (iii) the City Event and the conduct thereof shall not interfere in any manner with Club's activities at the Leased Premises, including, without limitation, any baseball games or practices, (iv) the City Event shall not damage the playing surface of the Stadium, and (vi) City shall ensure that the Leased Premises meet the standards required by this Lease Agreement when the City Event is concluded.

5. Renovation of Leased Premises. Other than the Initial Payment, the City agrees at no cost or expense to the Club to expand and renovate the existing Clubhouse to (i) meet or exceed the minor league baseball standards attached hereto as Exhibit C, (ii) be in accordance with the plans agreed upon by the Club and the City, and (iii) comply with all applicable laws, rules and regulations (including, without limitation, issuance of a certificate of occupancy for the Clubhouse). Renovations shall include, without limitation, enlarging the existing Clubhouse, construction of offices for the Club and a fenced player's entrance from the Clubhouse to the playing field pursuant to the plans to be mutually agreed upon, and ice machine, two training tables, lockers (for home & visiting clubhouses and coaches locker room), carpet and stools (one for each locker). Club shall provide any additional equipment it deems necessary for the Clubhouse or the training rooms; the use of such equipment shall be exclusive to the Club. Further, Club shall provide furnishings and equipment for its offices for which it has exclusive use. Such renovations shall begin promptly after the last Colorado Mesa University home football game and shall be completed on or before June 1, 2012, with emphasis on finishing the Club's office space before such date to the extent practicable. It is understood that Club's obligations under this Agreement shall not apply until the Clubhouse renovations are completed in accordance with this Section 5; provided, however, if certain parts of the Clubhouse are ready for occupancy prior to others, the Club may elect to take early occupancy of such areas, although possession of such areas by the Club shall not constitute the Club's acceptance of the condition of the Clubhouse. City acknowledges that its covenant to have the Clubhouse renovations completed by June 1, 2012 is of great importance to Club, and that in the event the

Clubhouse renovations are not substantially completed by June 1, 2012, Club will suffer damages, the actual amount of which would be impractical or extremely difficult to determine, that the liquidated damages amounts set forth below are reasonable pre-estimates of what the Club's monetary damages would be in the event the Clubhouse renovations are not timely completed, and that it is the parties' mutual intention that City provide Club with liquidated damages to compensate Club if the Clubhouse renovation were not timely completed, rather than penalties to deter City from breaching this Lease Agreement and/or to punish City. Therefore, in the event the Clubhouse renovations are not substantially completed as required by this Section 5, (a) Club may suspend its performance of this Lease Agreement until the Clubhouse renovations are substantially completed and (b) City agrees to pay Club as liquidated damages an amount of \$500 per scheduled Club home game for each Club home game for which the Clubhouse renovations are not substantially completed. It is specifically understood by and between the parties that if the Clubhouse renovations are not timely completed, Club shall have the right to schedule its activities or events at another location and the Club's obligations pursuant to this Agreement shall be abated and suspended during such interruption. The foregoing remedy shall not be exclusive of any other right or remedy of Club hereunder, at law or in equity. For purposes of this Section 5, "substantially completed" means all work has been performed in accordance with the plans approved by Club, except for minor punch list work that does not materially impair beneficial use and occupancy, and the City has issued a certificate of occupancy.

6. Parking. During the Baseball Season, (a) the parking lot adjacent to the Clubhouse shall be exclusively available to Club at all times, and (b) the public parking lot that is a part of the Leased Premises shall be available to the Club for a period of two hours before a scheduled game or Ancillary Event and one hour thereafter, with the Club acknowledging such use is not exclusive to Club as this parking lot is also used by other visitors to Lincoln Park. Such parking in the public parking lot will be conducted in accordance with reasonable rules and regulations now or hereinafter established by City. The Club shall not charge for parking in the public parking lot.

7. City Responsibilities.

a. Generally. During the term of this Lease Agreement, the City shall, at its expense, furnish and satisfy the following:

i. Structural maintenance and repairs (including replacement when needed) to the Leased Premises;

ii. Maintenance and repairs (including replacement when needed) of the Leased Premises, including, without limitation, mechanical equipment, roofing, security lighting, security systems, plumbing, electrical systems, heating, air conditioning, areas/surface of the concourse, playing field surfaces, playing field lights, stadium seats, fencing and parking areas/surfaces;

iii. Such capital repairs, improvements or enhancements as requested by the Club that the City deems are reasonable, necessary, and commensurate with City's overall financial condition and ability;

iv. Any property taxes, special assessments or other taxes, levies or collections made against the land, improvements, the Leased Premises, this Lease Agreement or the rents payable under this Lease Agreement;

v. Removal and disposal of collected rubbish, trash, and garbage;

vi. Water, for drinking, irrigation and all other Leased Premises uses, and all sanitary and storm sewer services.

vii. Maintenance and cleanup of the Leased Premises, including the preparation of the playing field for each baseball game, as well as maintenance and cleanup of the Stadium grounds and parking areas within the Leased Premises after all baseball games. Maintenance shall include, but not be limited to, leveling and grooming of the playing field, fence repairs, plumbing, electrical systems, restrooms and supplies, and providing infield tarpaulins;

viii. All utilities used for Leased Premises operations by the Club shall be provided by the City, except for electricity, water, and gas in the Clubhouse which shall be paid by the City to the applicable utility provider, but shall be separately metered and paid by the Club to the City (subject to proration of costs to the City for other non-Club users of the Clubhouse which prorated amounts will be collected by City from such users);

ix. All concessions equipment;

x. Routine maintenance and custodial work of the Leased Premises (including the Clubhouse and all concession areas in the Stadium), as well as repairs to mechanical equipment, including routine filter changes. However, it is agreed that the Club will be responsible for custodial services on the inside of the concession sales areas and the hospitality suite. It is agreed that the Club shall have the use of furnishings and equipment to be provided by City in the Clubhouse, and that ordinary maintenance and repair of said furnishings and/or equipment to keep them in good and presentable condition shall be the responsibility of the City.

b. Clean-up of Stadium. Without limiting the generality of Section 7(a) above, the City shall, at its expense, clean the Leased Premises and keep it in an orderly condition including:

i. Providing personnel and supplies for clean-up of field, seating stands, concession areas, restrooms, and grounds;

ii. Cleaning and routine maintenance of stadium seats;

iii. Removing refuse from the field; and

iv. Collection of rubbish, trash, and garbage within the Stadium, Stadium grounds, playing field and the parking areas of the Leased Premises.

c. Leased Premises Criteria. Notwithstanding anything to the contrary contained in this Lease Agreement, the City shall, at its expense, repair, maintain and upgrade the Leased Premises (including, without limitation, causing the replacement of existing items) in order to keep the Leased Premises in first class order and condition, and in conformity with all applicable laws, rules and regulations, and all applicable minor league baseball rules and regulations, and shall include replacement of components whenever needed to maintain the foregoing standards.

8. Club Alterations, Additions, and Improvements.

a. Generally. The Club, at its own risk and expense, may make alterations, additions, and improvements to the Leased Premises, provided that the plans and specifications for any modifications shall first be submitted to and approved in writing by the City. The Club shall not be responsible for submitting plans and specifications for modifications of a nature so minor that no plans or specifications are usually required. Any permanent additions, improvements, or fixtures made, installed, or affixed to the Leased Premises by the Club that are done in such manner as not to be removable without material, physical damage to the Leased Premises, shall become the property of the City.

b. Club Property. Any additions, improvements or fixtures that are made, installed or affixed to the Leased Premises by the Club in such manner as to be removable without material physical damage to the premises, and all trade fixtures, machinery, scoreboards, videoboards, video and sound systems and other personal property or equipment installed by the Club, shall be and remain the property of the Club and may be removed or replaced by the Club at any time during the term of the Lease Agreement and at Club's option may be removed at its expiration or termination. Any damage to the Leased Premises in the course of such removal shall be repaired by the Club at its own cost and expense. Any personal property or equipment or Tenant's Property as defined in Section 13 below not so removed upon expiration or termination of this Lease Agreement shall become the property of the City.

c. Expiration of Lease Agreement. Upon the expiration or termination of this Lease Agreement, except as otherwise provided in this Lease Agreement, all permanent or fixed asset repairs, alterations, additions or improvements made by the Club to any structure on the Leased Premises shall become the property of the City without further action or payment on its part.

9. Image License. City hereby grants an unlimited, non-exclusive and nonroyalty bearing right and license in favor of Club and its designees, acting individually or

collectively, to use the Leased Premises images, representations, likenesses, names and logos, in commercial and noncommercial contexts, in any media or manner (whether now existing or hereafter created), throughout the world, for purposes of, without limitation, merchandising, identifying the location of, and marketing and promoting, the Club's respective games, events, programs and all other activities permitted by this Lease Agreement. All such uses by Club shall be in good taste and shall not damage the reputation of the City.

10. No Joint Venture. This Lease Agreement does not create the relationship of principal and agent or of partnership or of joint venture, the sole relationship between the City and the Club being that of landlord and tenant. No party shall have any authority to act, or attempt to act, or represent itself, directly or by implication, as an agent of the other or in any manner assume or create, or attempt to assume or create, any obligation on behalf of or in the name of the other.

11. Damage to Premises. If the Leased Premises, or any portion thereof or improvements thereto, are damaged by fire, flood or other casualty that can be repaired or rebuilt within sixty (60) days from the happening of said damage, the Club shall not have the right to terminate this Lease Agreement, but shall as soon as reasonably possible after such damage has been repaired continue its operation of the Leased Premises subject to the provisions of this Lease Agreement. If the Leased Premises or any portion thereof are damaged or destroyed by fire, flood or other casualty so that the Club cannot conduct its business, and if the premises cannot be repaired or rebuilt within sixty (60) days from the happening of said damage or destruction, the Club may, at its option, terminate this Lease Agreement by written notice to City. Upon such termination by the Club, it shall immediately surrender said premises, paying such amounts as may be due to the time of the damage or destruction and thereafter have no rights or obligations under this Lease Agreement. During any period when the Club is not able to use the Leased Premises due to damage or destruction, it shall have the right to abate its payment as otherwise due under Section 3 above.

12. Indemnification. To the extent not prohibited by applicable law, each party shall indemnify, defend, and hold the other party, its affiliates, owners, officers, directors, members, managers, agents and employees harmless from and against any and all third party liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants) ("Liabilities") resulting from the negligent or tortious act, error or omission of the indemnifying party (including its employees, contractors, subcontractors or other representatives), except to the extent the indemnified party owes the indemnifying party indemnity hereunder.

In addition to the foregoing indemnity, to the extent not prohibited by applicable law, the City shall indemnify, defend, and hold the Club, its affiliates, owners, officers, directors, members, managers, agents and employees harmless from and against any Liabilities with respect to the presence of any pollutant, toxic or hazardous waste or any

other material the release or disposal of which is regulated by any law, regulation, ordinance or code (including, without limitation, asbestos, urea-formaldehyde foam insulation, PCBs, radon and petroleum-based fuel tanks) (collectively, "Hazardous Substances") on, in, under or otherwise relating to the Leased Premises or any portion thereof, except that the City shall not be responsible for any Hazardous Substances released or disposed of by the Club at the Leased Premises.

The indemnification obligations of the City as set forth in this Section 12 shall be in contract, not in tort, and the City relinquishes and waives any rights it may have under any statutory or common law governmental tort claim limitation, sovereign immunity or other similar defense it might raise with respect to this contractual indemnity obligation to the Club. The City does not waive any sovereign immunity or similar defense it might raise with respect to tort liability asserted against the City by a third party.

To the extent the City does not satisfy any amount for which an indemnification would be due under the preceding paragraph, the Club shall be entitled to set off and reduce its rents and other amounts payable under this Lease Agreement by such amounts.

The indemnification granted by each party in this Section 12 shall be subject to the waivers contained in Section 14(e) below. These indemnification obligations shall survive the termination or expiration of this Lease Agreement.

13. Tenant's Property.

a. Generally. The following property (collectively, "Tenant's Property"), whether or not located in or on the Leased Premises, does not constitute a portion of the Leased Premises and, notwithstanding any other provision of this Lease Agreement shall at all times during and after the term of this Lease Agreement be the property of the Club unless after termination it is left in place by the Club pursuant to Section 8(b), above:

i. All items of personal property, equipment and fixtures in, on or about the Leased Premises, and whether or however attached to the Leased Premises, at any time that are necessary, incidental or convenient to the business from time to time conducted by Club at the Leased Premises, including, without limitation, baseball practice or playing equipment, exercise equipment, kitchen equipment and furnishings, work stations, portable or movable partitions, receptionist desks, millwork, credenzas, computer installations (including computers, computer hardware, raised flooring, freestanding supplemental air conditioning or cooling systems therefor), communications systems and equipment, safes, bulletin boards, book shelves and file cabinets, but excluding central HVAC and other building systems (other than telecommunications equipment, which shall be deemed the personal property of the Club), walls (other than demountable walls or partitions), doors, trim, floor and wall coverings, ceiling lights and tile, window shades and the like;

ii. All furniture, inventory, machinery, racking, shelving, and other personal property;

iii. Any personal property and equipment which is either not owned by the Club or the City or is on consignment to the Club, including any personal property owned by the Club's, subtenant's, employees or invitees;

iv. All signs and other forms of business identification; and

v. Any other items of personal property whatsoever.

b. Club Removal. The Club shall have the right in its sole and absolute discretion from time to time to install, alter, remove and/or replace such Tenant's Property as it shall deem to be useful or desirable in connection with its business in the Leased Premises. Club will repair any damage caused by the Club's (or its designee's) removal of any fixture that is Tenant's property. The Club further shall have the right to enter into such agreements and assignments with respect to the Tenant's Property as the Club in its sole discretion shall deem advisable, including financing and similar arrangements.

14. Insurance.

a. Liability Insurance. Both the City and Club shall, at its own expense, procure and at all times during the term of this Lease Agreement, maintain with insurance underwriters authorized to do business in the State of Colorado, reasonably satisfactory to the other party, commercial general liability insurance, including bodily injury and property damage coverage that shall name the other party as an additional insured and shall have limits of not less than \$1,000,000 each occurrence and \$2,000,000 general aggregate, and \$1,000,000 aggregate for products and completed operations. Such insurance shall be secured on an occurrence basis and not on a claims-made basis and shall include coverage for premises and operations, independent contractors and products-completed operations.

b. Workers Compensation Insurance. Both City and the Club shall purchase and maintain worker's compensation insurance during the term of this Lease Agreement. The worker's compensation insurance shall cover the State of Colorado's statutory requirements and also provide \$500,000 of employer's liability.

c. Liquor Liability Insurance. The Club shall purchase and maintain during the term of this Lease Agreement while alcoholic beverages are being sold or served by or on behalf of Club, or require any third-party vendor that it hires to sell or serve alcohol on its behalf to purchase and maintain, liquor liability (i.e., dram shop) insurance that shall have limits of liability of not less than \$1,000,000 bodily injury to one person and \$2,000,000 bodily injury for multiple occurrences.

d. Property Insurance.

i. City. The City shall purchase and maintain all-risk property insurance on the building and structures of the Leased Premises, which shall include all

perils, including flood, which insurance shall be for the full replacement cost of such buildings and structures, and the deductible ("Deductible Amount") for which shall not exceed \$250,000.00. City represents that it is and will be self-insured up to the Deductible Amount during the term of this Lease Agreement. For purposes of this Section 14(d), additions, improvements, fixtures, trade fixtures, machinery and equipment affixed to the Leased Premises and installed by the Club shall be covered by the all-risk property insurance policy maintained by the City, even though such items may be removed by the Club at the expiration or termination of this Lease Agreement.

ii. Club. The Club shall be responsible for the purchase and maintenance of such liability and property insurance as it elects to maintain covering its personal property in and on the Leased Premises.

e. Waiver of Subrogation. Notwithstanding any other provision in this Lease Agreement to the contrary, the City and the Club each hereby releases the other party from any and all liability or responsibility to such party or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to the Leased Premises, the Club's property on the Leased Premises, to the Stadium, or to property located thereon, resulting from any occurrence covered by property insurance or coverable by property damage insurance policies required to be maintained hereunder by such party, even if such occurrence shall have been caused by the fault or tortious act or omission of the other party or anyone for whom the other party may be responsible. Each of the City and the Club agrees that its policies will include such a clause or endorsement permitting such waiver, but the failure to obtain such a clause or endorsement shall not negate the waiver provided in this Section.

f. Insurance Certificates.

i. By Club. Certificates of insurance clearly disclosing on their face coverage in conformity with all of the foregoing requirements, naming City as an additional insured on the general liability policy and shall be delivered to City by the Club within 30 days after full execution of this Lease Agreement and thereafter annually by the Club during the term of this Lease Agreement.

ii. By City. Certificates of insurance clearly disclosing on their face coverage in conformity with all of the foregoing requirements, naming the Club as an additional insured on the general liability policy and shall be delivered to the Club by the City within 30 days after full execution of this Lease Agreement and thereafter annually by the City during the term of this Lease Agreement.

15. Taxes. During the term of this Lease Agreement, the Club shall be responsible for payment of all property taxes on its personal property located on the Leased Premises, and the City shall be responsible for payment of all real estate and/or real property taxes and special assessments assessed against the Leased Premises (except for any

possessory interest tax on the Club for the leasehold under this Lease Agreement). City and the Club agree there is no intent to establish a tax liability on either party. If a tax liability not presently foreseeable, other than the personal property taxes, real property taxes, possessory interest tax, income taxes and special assessments as allocated elsewhere in this Lease Agreement, accrues to either party by virtue of this Lease Agreement, the parties agree to negotiate in good faith to adjust the rents payable under this Lease Agreement to accommodate the economic effect of such unforeseen and unallocated tax. Possessory interest taxes on the Lease Agreement shall be assessed and collected by the State or County in accordance with applicable Colorado law; however, the City shall not directly impose a possessory interest tax on the Club during the term of this Lease Agreement. .

16. Surrender of Leased Premises at Termination. The Club agrees that upon the expiration or termination of this Lease Agreement, it will surrender, yield up and deliver the Leased Premises including the Club improvements left in place, if any, in clean condition and free of debris.

17. Option to Renew. The Club shall have three (3) options to extend this Lease Agreement for five (5) years, each under the same terms and conditions of this Lease Agreement as then in effect at the time of renewal. The Club may exercise such options by giving written notice to City of extension on or before January 1st of the year in which the then applicable initial or renewal term expires. A renewal term will be from January 1 through December 31 of the fifth year of the renewal period.

18. Termination of Lease.

a. Generally. This Lease Agreement shall expire on its own terms as of the end of the initial term of this Lease (December 31, 2026) or at the end of any applicable renewal term (if Club exercises an option to renew as stated in Section 17 above), unless this Lease Agreement is terminated earlier pursuant to this Section 18.

b. Termination by City. City shall have the right to terminate this Lease Agreement upon default in payment of rental or upon any other material breach by the Club of this Lease Agreement; provided, however, before any such termination shall become effective, the City shall give the Club written notice specifying in reasonable detail the default or material breach and stating that this Lease Agreement will be terminated sixty (60) days after the giving of such notice, unless such default or material breach is remedied within such cure period.

c. Termination by Club.

i. Sale or Assignment. The Club shall have the right to terminate this Lease Agreement at any time upon written notice given by the Club to the City at least sixty (60) days in advance of the effective date of termination in the event the City sells or attempts to sell the Leased Premises or assigns or attempts to assign this Lease Agreement to a third-party, including without limitation, another governmental body, private, public or

quasi-public agency, corporation or other third person; it being the intent of the parties that the Club's relationship to the City as the landlord is an essential term of this Lease Agreement.

ii. Breach; Self-Help. The Club shall have the right to terminate this Lease Agreement upon any material breach by the City of this Lease Agreement; provided, however, before any such termination shall become effective, the Club shall give the City written notice specifying in reasonable detail the default or material breach and stating that this Lease Agreement will be terminated sixty (60) days after the giving of such notice, unless such default or material breach is remedied within such cure period. Notwithstanding the foregoing, in lieu of exercising its right of termination, if City is in breach of this Lease Agreement (including if Club has good cause for taking action prior to expiration of City's cure period), Club may, but shall not be required to, perform the breached obligation and to enter the Leased Premises as appropriate in connection therewith, and the amount of the expense thereof shall be immediately payable by City and may be offset against amounts due to City hereunder; however the making of such payment or the doing of such act by Club shall not operate to cure such default or to estop Club from the pursuit of any other remedy to which Club would otherwise be entitled.

iii. Damage. The Club shall have the right to terminate this Lease Agreement upon damage or destruction of the Leased Premises pursuant to Section 11 above.

19. Continuation of Professional Baseball. To provide adequate assurances to the City that the Club will maintain a professional baseball team in Grand Junction, Colorado operating from the Leased Premises, the Club agrees that during the initial term of this Lease Agreement that if the Club terminates this Lease Agreement without grounds for early termination as provided in Section 18(c) above for the purposes of relocating its minor league baseball franchise and Club does not rescind its termination, then in lieu of any obligations it may have under applicable law and this Lease Agreement, Club shall pay to City as Club's sole and exclusive liability with respect to such termination an amount equal to \$100,000; provided, however, such obligation shall be reduced by \$25,000 cumulatively at the end of each of years 2023, 2024, 2025, 2026.

20. Notices.

All notices required to be given hereunder by the Club to the City shall be in writing, sent by United States Mail, first class postage prepaid, or by a commercially recognized overnight carrier such as UPS or Federal Express, and addressed to the City as follows:

The City of Grand Junction
Attn: Laurie M. Kadrach
City Manager
250 North 5th Street
Grand Junction, Colorado 81501

with a copy to:

The City of Grand Junction
Attn: John Shaver
City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

All notices required to be given by the City to the Club shall be in writing, sent by U.S. Mail, first class postage prepaid, or by a commercially recognized overnight carrier such as UPS or Federal Express, and addressed to the Club as follows:

GJR, LLC
Attention: Michael P. Baker
Manager
7400 E. Crestline Circle, Suite 200
Greenwood Village, CO 80111-3653

with a copy to:

Harold R. Roth
General Counsel
c/o Colorado Rockies Baseball Club, Ltd.
2001 Blake Street
Denver, CO 80205

A party may change its address and/or designees for notices and copies by giving written notice to the other party specifying the change and its effective date.

21. Assignment. Neither of the parties may assign, sublease, transfer, pledge, mortgage, encumber nor convey any or all of its rights, duties or obligations hereunder without the prior written consent of the other party hereto. Notwithstanding the foregoing or anything to the contrary in this Lease Agreement, Club may (without obtaining the City's consent), but only upon giving thirty (30) days notice to the City prior to the effectiveness of an applicable transaction, transfer, sublet or assign all or a part of the Club's interest in this Lease Agreement to any affiliate, subsidiary or parent of the Club, or to the surviving entity in a statutory merger or reorganization of the Club, or to any entity which purchases substantially all of the equity, stock or assets of the Club, or to any entity that acquires a direct or indirect controlling interest in the Club, provided the assignee in any

such event agrees to assume and honor the Club's obligations hereunder during the term of the Lease Agreement. Further, Club may make a collateral assignment of its interests in this Agreement to a lender or lenders of Club without the consent of City.

22. General Provisions:

a. Headings. The headings and titles to the sections of this Lease Agreement are not a part of this Lease Agreement and have no effect upon the construction or interpretation of any part of it.

b. Time. Time is of the essence in this Lease Agreement.

c. Recordation. Neither the City nor the Club will record this Lease Agreement without the prior written consent of the other party; provided however, upon the request of either the City or the Club, the parties will mutually execute and deliver a short form or memorandum of this Lease Agreement for recording purposes.

d. Quiet Possession. So long as the Club pays rent and observes and performs all of the covenants, conditions and provisions on the Club's part to be observed and performed hereunder, the City will deliver, secure and maintain quiet possession of the Leased Premises for the Club for the entire term of this Lease Agreement, including renewals, if any.

e. Prior Agreements. This Lease Agreement contains all of the agreements of the parties with respect to any matter covered or mentioned in this Lease Agreement and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the parties or their respective successors in interest. This Lease Agreement is not effective or binding on any party until fully executed by both parties.

f. Inability to Perform. This Lease Agreement and the obligations of the parties hereunder will not be affected or impaired because a party is unable to fulfill any of its obligations or furnish services and utilities hereunder or is delayed in doing so, if such inability or delay is caused by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, extreme weather, flood, governmental laws or regulations or governmental requests for the general public welfare, or other causes beyond the reasonable control of such party. During the time of such inability to perform, the delayed party shall not be deemed to be in breach of its obligations under this Lease Agreement; however, the delayed party shall give reasonably prompt notice to the other party of the occurrence causing such delay.

g. Choice of Law/Personal Jurisdiction. This Lease shall be governed by the laws of the State of Colorado. Each party consents to the personal jurisdiction of the state and federal courts in Colorado for any action to enforce an arbitrator's award entered pursuant to this Agreement.

h. Severability. Any provisions of this Lease Agreement deemed to be invalid or unenforceable will in no way affect, impair or invalidate any other provision hereof and all other provisions will remain in full force and effect.

i. Estoppel Certificate. Each party will at any time, and from time to time, upon not less than ten (10) business days prior written notice from the other party execute, acknowledge and deliver to the other party a statement in writing, certifying as to the following: (i) whether this Lease Agreement is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease Agreement as modified, is in full force and effect), and the date to which the rent and other charges are paid in advance, if any, and whether more than one (1) month's rent has been paid in advance, (ii) acknowledging whether there are, to the best of the certifying party's knowledge, any uncured defaults on the part of the other party hereunder or specifying such defaults if any are claimed and (iii) such other matters requested by the other party. Any such statement may be relied upon by a prospective purchaser or encumbrances of all or any portion of the land of which the Leased Premises are a part.

j. Negotiation; Arbitration.

i. Negotiated Resolution. In any controversy or claim arising out of or relating to this Agreement, or the breach thereof, the parties shall use commercially reasonable efforts to resolve the dispute amicably, through direct negotiation for a period of thirty (30) days from the date of notice of the controversy or claim. If such direct negotiation is futile or unsuccessful, any party may initiate formal arbitration under the provisions set forth below.

ii. Arbitration. If any controversy or claim that arises between the parties with respect to this Agreement and/or the relationship between the City as landlord and the Club as tenant is not resolved by direct negotiation between the parties pursuant to clause (i) above, the controversy or claim, except actions for any equitable relief (such as an injunction or an order for specific performance), shall be settled by arbitration administered by the American Arbitration Association ("AAA") (or such other private service as may be mutually agreed to by the parties) in accordance with the Commercial Arbitration Rules of the AAA or such other rules as may be adopted or as each rules may be modified by agreement among the parties), and judgment on the award rendered by the arbitrators may be entered in any court of applicable jurisdiction. Unless the parties otherwise agree, the place of arbitration shall be in the City and County of Denver, Colorado for an arbitration request filed by the City, and in Grand Junction, Colorado, for an arbitration request filed by the Club. Except as the parties may agree otherwise, any such binding arbitration shall be conducted before three arbitrators. Within 15 days after commencement of the arbitration, City shall select one arbitrator and Club shall select one arbitrator. The two selected arbitrators are to select a third neutral arbitrator within 15 days of the appointment of the last selected arbitrator. If the arbitrators selected by City and the Club are unable or fail to agree upon the third arbitrator, either City or Club may request the AAA to select the third arbitrator. Any arbitrators designated to act under this Agreement shall make their award in

strict conformity with said rules and this Agreement and shall have no power to depart from or change any of the provisions thereof, except as provided herein or as the parties may expressly agree otherwise in writing. The hearing will be commenced within 60 days of the selection of the arbitrator. Within 15 days following the closing of the hearing, a written award shall be made by the arbitrators and accompanied by findings of fact and conclusions of law, which shall be contemporaneously delivered to the arbitrating parties. The decision of the arbitrators shall be final and conclusive, and binding among the parties. In such arbitration, (A) the prevailing party will be entitled to recover their reasonable attorneys' fees and costs as set forth in Section 22(k) below, (B) the non-prevailing party will be responsible for the costs of arbitration (including, but not limited to the costs of the arbitrator and any arbitration fees), and (C) the laws of the State of Colorado shall be applied, without regard to conflicts of laws principles.

k. Attorneys' Fees. In any action or proceeding, including arbitration, arising out of this Lease Agreement and/or the relationship between the City as landlord and the Club as tenant, then notwithstanding anything to the contrary in the Commercial Arbitration Rules, the prevailing party shall be entitled to recover its expenses, attorneys' fees (including in-house counsel time) and costs from the non-prevailing party.

l. Counterparts. This Lease Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

m. No Dedication or Other Rights. There are no intended third party beneficiaries to this Lease Agreement. The rights of occupancy and use described in this Lease Agreement are private rights granted to the Club. The parties expressly disclaim any intention to dedicate to public use the Stadium, the Leased Premises or any portion thereof or any extension thereto during the Baseball Seasons.

n. The City's Representations and Covenants as Landlord. Notwithstanding anything in this Lease Agreement apparently to the contrary, the City warrants, represents and covenants that:

i. Legal Requirements. The Stadium and Leased Premises are and shall continue to be in strict compliance, without "grandfathering" or similar variance, with any and all laws, regulations, ordinances and codes ("Legal Requirements") affecting the land, buildings or any other portion of the Leased Premises, except that the City shall not be in breach of this provision if non-compliance with Legal Requirements has been caused by the Club's negligence;

ii. No Restrictions. As of the date of this Lease Agreement and as of the date of occupancy of the Leased Premises by the Club, and throughout the term of this Lease Agreement there are not and shall not be any restrictions or covenants which would prohibit the Club from using the Leased Premises as contemplated by this Lease Agreement and exercising its rights hereunder. City further covenants not to enter into or enact any such restrictions, covenants or agreements during the term of this Lease Agreement. The Club

acknowledges and agrees that the use of the Leased Premises by JUCO/Grand Junction Baseball Inc. for its baseball tournament and for tournament activities during a two-week period during the last week of May and the first week of June does not constitute a violation of these representations.

23. Subservience to Baseball Rules. Notwithstanding any other provision of this Lease Agreement, this Lease Agreement and its terms are subject and subservient to the following:

a. Subservience. This Lease Agreement and the rights, protections, and rights granted hereunder shall be subject to the approval of the Pioneer Baseball League, the President of Minor League Baseball, and the review of the Office of the Commissioner of Baseball and shall, in all respects, be subordinate to, and shall not prevent the issuance, entering into, or amendment of, any of the following, each as may be issued, entered into, or amended from time to time (collectively, the "MiLB Documents"): (1) any present or future agreements or arrangements regarding the telecast, broadcast, recording (audio or visual), or other transmission or retransmission (including, but not limited to, transmission via the Internet or any other medium of interactive communication, now known or hereafter developed) of Minor League Baseball games, and/or the accounts and descriptions thereof, entered into with third parties by any of the MiLB Entities (defined below), either on its own behalf or on behalf of the Minor League Baseball Clubs and/or other MiLB Entities; (2) any other present or future agreements or arrangements entered into with third parties by, or on behalf of, any of the MiLB Entities, including, without limitation, those relating to ticketing, e-commerce, and/or the exploitation of intellectual property rights in any medium, including the Internet or any other medium of interactive communication; (3) any present or future agreements or arrangements entered into by the Club with the other Minor League Baseball Clubs and/or one or more of the MiLB Entities or Major League Baseball (including, without limitation, the Professional Baseball Agreement ("PBA"), the National Association Agreement ("NAA"), the Major League Rules ("MLR"), the governing documents for the Club's League, each agency agreement and operating guidelines among the Minor League Baseball Clubs and a Minor or Major League Entity); and (4) any Rules issued or adopted either by the Commissioner of Baseball, the President of the National Association of Professional Baseball Leagues, Inc. or its Board of Trustees, the Pioneer Baseball League, or otherwise pursuant to applicable baseball rules. The Club and City shall each comply with all applicable terms, conditions and requirements contained in the MiLB Documents with respect to the subject matter of this Agreement except that the City cannot and does not agree in advance to make improvements to the facilities that are claimed to be required due to changes in MiLB Documents, rules or standards. MiLB Entities shall mean "The National Association of Professional Baseball Leagues, Inc. ("NAPBL"), Professional Baseball Promotion Corporation ("PBPC"), and each of their respective owners, affiliated companies, and all of their respective directors, officers, shareholders, employees, agents, representatives, successors and assigns including, without limitation, independent contractors, if any, (collectively, the "MiLB Entities").

b. Compliance. The Club represents that as of the effective date of this Agreement, the terms of this Agreement comply with the requirements of the MiLB Documents and the Rules of the MiLB Entities. The Club shall notify the City as soon as reasonably possible of any changes in the terms of the MiLB Documents and/or the Rules of the MiLB Entities which would or could affect City's rights hereunder.

24. Conditional Effectiveness.

a. This Lease Agreement is expressly contingent on the ratification, confirmation and consent by the City Council of City of, and the execution and delivery of, a First Amendment to the Ground and Improvement Lease Agreement, a First Amendment to Lease Purchase Agreement, an escrow agreement, each by and between [parties] and to be effective [date], which documents are required for the substitution of collateral by the City and/or the Grand Junction Public Finance Corporation. These matters shall be completed if at all by January 15, 2012 or at a later date mutually agreed to by GJR and the City. If any one or all of these matters are incomplete by such date, then this Lease Agreement shall be null, void and of no effect.

b. This Lease Agreement is also expressly contingent on the ratification, confirmation and consent of this Lease Agreement by the City Council of City and the execution and delivery of this Lease Agreement by the City. These matters shall be completed if at all by October 17, 2011 or at a later date mutually agreed to by GJR and the City. If any one or all of these matters is incomplete by such date, then this Lease Agreement shall be null, void and of no effect.

Signature page follows.

Exhibit A

Legal Description of Leased Premises

Exhibit A

Legal Description of Leased Premises

Suplizio Field and clubhouse addressed as 1240 Gunnison Avenue, Grand Junction, CO 81501 and legally described as that portion of blocks 13 through 28 of Slocomb's addition and the NW4NW4 and North of Gunnison Avenue, section 13 1S 1W excluding North Avenue and 12th Street which includes Suplizio Field, clubhouse and parking as contemplated by the Lease.

Exhibit B

Liquor License Management Agreement

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (this "Agreement") is made and entered into as of ^{November} ~~October~~ 15, 2011, by and between the City of Grand Junction, a Colorado home rule municipality, ("Licensee"), and GJR LLC, a Colorado limited liability company ("Manager").

WITNESSETH

WHEREAS, the Licensee will be the holder of a certain Alcoholic Beverages Tavern License (the "Liquor License") issued by the Colorado Department of Revenue (the "Department") for Licensee's sports complex, which includes a baseball facility and baseball stadium currently known as "Suplizio Field," and a football facility and football stadium currently known as "Stocker Stadium," together with accompanying grounds, that have concession facilities, a press box, a hospitality suite and various other structures and improvements (the "Licensed Premises"); and

WHEREAS, the Manager has a lease to use the Licensed Premises during Baseball Seasons (as defined in Section 1.2 below) during the term of this Agreement, and is in the business of operating a minor league baseball team and providing concession services, which include the sale of alcoholic beverages; and

WHEREAS, Licensee desires to have Manager use its knowledge and experience to operate alcoholic beverage services on the Licensed Premises during the Baseball Season (the "Licensed Business"), and Manager desires to provide such Services, all on the terms and conditions set forth in this Agreement; and

WHEREAS, Manager has the financial resources and experience necessary to ensure the successful operation of the Licensed Business; and

NOW THEREFORE, in consideration of the mutual covenants and benefits contained herein, the parties agree as follows:

ARTICLE I.

SCOPE OF SERVICES

1.1 **Scope of Services.** During each Baseball Season, Manager, subject to the review of Licensee, will provide for the operation, management and provision of all alcoholic beverage services required for the Licensed Business at the Licensed Premises. Manager will provide such services during the Baseball Seasons during the term of this Agreement in accordance with the terms and conditions herein contained. It is expressly understood and agreed between the parties hereto, that Licensee, as the holder of the Liquor License, shall at all times have and maintain exclusive control of its business and occupancy of the Licensed Premises. Manager's operation of the Licensed Business shall be in compliance with requirements of applicable rules, regulations and laws of the City of Grand Junction, the State of Colorado and United States, including, without limitation, the Rules and Regulations of the Colorado Liquor and Tobacco Enforcement Division of the Colorado Department of Revenue ("the Enforcement Division") (all of the foregoing, collectively, "Applicable Laws"). Manager shall also serve food and non-alcoholic beverages in accordance with the Department's requirements for the Tavern License held by Licensee. At the start of each Baseball Season, Manager will provide Licensee with a copy of Manager's menu for the Licensed Premises.

1.2 "Baseball Season" means, as to each calendar year of the term of this Agreement, the regular annual period of play of professional baseball games and related activities by the Manager's team at the Leased Premises for the minor league baseball league in which the Manager's team is then a member (which is currently the Pioneer Baseball League and whose

season currently runs annually from mid-June through the beginning of September), including any and all pre-season practice games, regular season games, exhibition games (no more than two (2) per season), post-season “playoff” games, and all “all star” games.

ARTICLE II.

SERVICES OF MANAGER

2.1 **Management of Operation.** Manager will provide such management, supervisory, advisory, and administrative services as advisable and necessary to carry out the Licensed Business at the Licensed Premises. Such services will include negotiating contracts required in the ordinary course of business; providing advice on the sale and service of food, alcoholic beverages and nonalcoholic beverages; advising, supervising and consulting with Licensee regarding operational matters concerning food, alcoholic beverages and nonalcoholic beverages; and generally providing day-to-day supervision and direction for the operation of the Licensed Business.

2.2 **Alcoholic Beverage Services.** Guests at the Licensed Premises shall be encouraged by Manager to drink responsibly. Guests must be 21 years of age or older to purchase and consume alcohol. Proper identification is necessary to purchase any alcoholic beverages. All alcohol sales will conclude at the end of the 7th inning or sooner if Manager deems prudent. Guests will not be allowed to bring alcohol into or out of the Licensed Premises. Guests will not be permitted to enter the Licensed Premises if they appear intoxicated. Drunk and disorderly behavior and/or violation of any alcohol service policy, law rule or regulation will result in prompt ejection from the Licensed Premises, and further administrative action shall be taken by the Manager and/or Licensee if warranted.

2.3 **Procurement.** Manager will purchase all products, supplies, and outside services needed in the operation of the Licensed Business. Such items and services will be purchased from dependable suppliers taking into account the quality and quantity required for the Licensed Business.

2.4 **Personnel.**

(a) Manager shall hire and employ in its own name the number of personnel required for the operation of the Licensed Business under this Agreement. Such personnel shall satisfy the requirements of Applicable Laws regarding the operation of alcoholic beverage services.

Manager shall pay for all such personnel's salary, fringe benefits, workers' compensation, income tax withholding, insurance and any other obligations and expenses associated with employing such personnel including any and all related claims.

(b) Notwithstanding anything to the contrary herein, the sale and service of alcoholic beverages by the Manager shall be in compliance with Applicable Laws.

(c) Manager will train, supervise, direct, discipline, and, if necessary, discharge personnel working at the Licensed Business in accordance with Manager's personnel policies. All personnel directly or indirectly involved with the sale and service of alcoholic beverages will receive training in responsible alcoholic beverage services.

(d) Licensee shall be responsible for ensuring that the Liquor License remains valid, and in full force and effect at all times during the term of this Agreement. Licensee shall be responsible for the preparation of all renewal applications related to the Liquor License and Licensee shall be responsible for the timely filing of such renewal applications and any filing fees related thereto. Manager agrees to pay twenty-five percent (25%) of the annual renewal cost of the Liquor

License and twenty-five percent (25%) of the annual Occupational Tax generally assessed by Licensee.

2.5 **Books, Account, Records.** Manager shall maintain complete and accurate books of account, reflecting all sales, gross receipts and sales tax records of alcoholic beverage services hereunder. Manager will render to Licensee monthly statements of the alcoholic beverage services performed under this Agreement, on or before the fifteenth (15th) day of the following month. Manager shall maintain such books of account with respect to the alcoholic beverage services hereunder and shall permit Licensee to inspect and examine such books of account at such reasonable times as Licensee may request for the purpose of verifying and determining the correctness of Manager's payments to Licensee hereunder. Licensee will use its best efforts to exercise its inspection and examination rights in such manner that will not unreasonably disrupt the Licensed Business.

2.6 **Payment of Costs and Expenses.** Manager will promptly pay and discharge all the proper bills due and payable related to the Licensed Business.

ARTICLE III.

FINANCIAL ARRANGEMENTS

3.1 **Management Fee.** Manager shall be entitled to retain, as compensation for its services during the term of this Agreement, a Management Fee in an amount equal to 99% of the Adjusted Gross Receipts (as defined below) for each reporting period or portion thereof, during the term of this Agreement. Manager shall pay Licensee 1% of the Adjusted Gross Receipts (the "Licensee Payment").

As used in this Agreement, the following terms shall have the following meanings:

(a) “Gross Receipts” shall mean all gross receipts received by Manager or its designee from sales of alcoholic beverages by Manager at the Licensed Premises, whether such amounts are evidenced by cash, check, credit card or otherwise. Gross receipts shall be collected by Manager or its designee.

(b) “Adjusted Gross Receipts” shall mean the Gross Receipts in any reporting period less deductions for Federal, state and municipal excise, sales and taxes (whether paid or unpaid and due and owing) accruing during such reporting period with respect to the related Gross Receipts.

3.2 **Reporting and Payment.** Monthly Licensee Payments shall be paid by Manager to Licensee within fifteen (15) days following the end of each month during the term of this Agreement and shall be based on Adjusted Gross Receipts from the preceding month, which shall be reflected in the monthly statement provided by Manager under Section 2.5 above showing the Gross Receipts and adjusted Gross Receipts for the preceding month. The Management Fee shall be retained by Manager from the remaining Adjusted Gross Receipts.

ARTICLE IV.

TERM AND TERMINATION

4.1 **Term.** The term of this Agreement shall begin on the date of this Agreement and end at the end of the Baseball Season that is fifteen (15) years thereafter (i.e., the end of the 2026 Baseball Season) (the “Initial Term”) unless sooner terminated pursuant to Section 4.2 below. If not terminated prior to or at the end of the Initial Term or renewal term then in effect, the term of this Agreement shall be renewed on the same terms as then in effect for three (3) consecutive and separate five (5) year extension periods at the option of the Manager, which renewal option(s) may be exercised by Manager providing written notice of extension to Licensee prior to the end

of the Initial term or renewal term then in effect. Manager acknowledges and agrees that at times other than during the Baseball Season (or if during the Baseball Season, at the hospitality suite other than during games at the Licensed Premises), the Licensee or its designee(s) may provide alcoholic beverage services at the Licensed Premises, and Licensee and its designee(s) shall be fully liable and responsible therefor.

4.2 **Default; Termination.** If either party breaches any of its obligations under this Agreement and fails to fully cure or remedy such breach or failure within thirty (30) days after written notice from the non-breaching party specifying the nature of such failure, breach or default in reasonable detail, including the factual circumstances and the applicable sections of this Agreement alleged to be breached, the alleged breaching party shall be in default hereunder; provided that in the event that such breach is not capable of cure within such thirty (30)-day period, then, provided the breaching party has promptly commenced to cure such default within that period and is diligently pursuing the cure, the breaching party shall have an additional reasonable period of time to cure such default. In the event of any uncured default has a material adverse effect on the non-defaulting party, such non-defaulting party shall have the right to terminate this Agreement upon an additional thirty (30) days' written notice to the defaulting party.

4.3 **Suspension or Revocation of Liquor License.**

(a) If the Liquor License is, through the actions, inactions, mismanagement or other cause attributable to the negligence, misconduct or omission of Manager, revoked either permanently or for a period in excess of seven (7) game days or fifteen (15) consecutive calendar days during any Baseball Season, whichever is greater, it shall be a default by Manager hereunder and Licensee shall be entitled to terminate this Agreement under Section 4.2, without regard to the

cure period referenced in Section 4.2. If the Liquor License is suspended for a period less than that specified in the preceding sentence, Manager shall promptly pay Licensee an amount reasonably equivalent to the Licensee Payments Licensee would have received from the sale of alcoholic beverages had Manager sold or served alcoholic beverages during the suspension period.

(b) If the Liquor License is, through the actions, inactions, mismanagement or other cause attributable to the negligence, misconduct or omission of Licensee, revoked either permanently or for a period in excess of seven (7) game days or fifteen (15) consecutive calendar days during any Baseball Season, whichever is greater, it shall be a default by Licensee hereunder and Manager shall be entitled to terminate this Agreement under Section 4.2, without regard to the cure period referenced in Section 4.2. If the Liquor License is suspended for a period less than that specified in the preceding sentence, Licensee shall promptly pay Manager an amount reasonably equivalent to the net amounts that would have been received by Manager from the sale of alcoholic beverages had Manager been able to sell or serve alcoholic beverages under the Liquor License.

ARTICLE V.

INSURANCE

5.1 Liquor Liability Insurance. The Manager shall purchase and maintain during the term of this Agreement, or require any third-party vendor that it hires to sell or serve alcohol on its behalf, to purchase and maintain, liquor liability (i.e., dram shop) insurance that shall have limits of liability of not less than \$1,000,000 bodily injury to one person and \$2,000,000 bodily injury for multiple occurrences.

5.2 Workers Compensation Insurance. The Manager shall purchase and maintain worker's compensation insurance during the term of this Agreement. The worker's compensation insurance shall cover the State of Colorado's statutory requirements and also provide \$500,000 of employer's liability.

ARTICLE VI.

INDEMNIFICATION

6.1 Manager's Indemnification. Manager agrees that it will undertake to defend or cause to be defended any action brought against Licensee that is attributable to the negligence of Manager, its agents, servants or employees or attributable to the misconduct of the Licensed Business by Manager at the Licensed Premises, including without limitation any alleged violations of Applicable Laws by Manager or its affiliates, including without limitation any such laws related to the sale or service of alcoholic beverages, in each case without cost to the Licensee and that it will pay any judgment resulting from any such actions or proceedings.

6.2 Licensee's Indemnification. Licensee agrees that it will undertake to defend or cause to be defended any action brought against Manager that is attributable to the negligence of Licensee, its agents (other than Manager), servants or employees or attributable to the misconduct of the business of Licensee and its affiliates at the Licensed Premises, including without limitation any alleged violations of Applicable Laws by Licensee or its affiliates, in each case without cost to Manager and that it will pay any judgment resulting from any such actions or proceedings.

ARTICLE VII.

MISCELLANEOUS

7.1 **Consent.** Except as herein otherwise provided, whenever in the Agreement the consent or approval of Licensee or Manager is required, such consent or approval shall not be unreasonably withheld, conditioned or delayed. Such consent shall also be in writing only and shall be duly executed by an authorized officer or agent of the party granting such consent of approval.

7.2 **Notices.** All notices required to be given hereunder by the Manager to the Licensee shall be in writing, sent by United States Mail, first class postage prepaid, or by a commercially recognized overnight carrier such as UPS or Federal Express, and addressed to the Licensee as follows:

The City of Grand Junction
Attn: Laurie M. Kadrich
City Manager
250 North 5th Street
Grand Junction, Colorado 81501

with a copy to:

The City of Grand Junction
Attn: John Shaver
City Attorney
250 North 5th Street
Grand Junction, Colorado 81501

All notices required to be given by the Licensee to the Manager shall be in writing, sent by U.S. Mail, first class postage prepaid, or by a commercially recognized overnight carrier such as UPS or Federal Express, and addressed to the Manager as follows:

GJR, LLC
Attention: Michael P. Baker
Manager
7400 E. Crestline Circle, Suite 200
Greenwood Village, CO 80111-3653

with a copy to:

Harold R. Roth
General Counsel
c/o Colorado Rockies Baseball Club, Ltd.
2001 Blake Street
Denver, CO 80205

A party may change its address and/or designees for notices and copies by giving written notice to the other party specifying the change and its effective date.

7.3 **No Partnership.** Nothing contained in this Agreement shall constitute or be construed to be or create a partnership or joint venture between Licensee, its successors or assigns, on the one part, and Manager, its successors or assigns, on the other part.

7.4 **Modification.** This Agreement cannot be changed or modified except by another agreement in writing signed by the party sought to be charged therewith or by its duly authorized agent.

7.5 **No-Third Party Beneficiary.** The parties acknowledge and agree that there are no third party beneficiaries of this Agreement.

7.6 **Assignment.** Manager may, without obtaining the Licensee's consent, but only upon giving thirty (30) days notice to the Licensee prior to the effectiveness of an applicable transaction, transfer, sublet or assign all or a part of the Manager's interest in this Agreement to any affiliate, subsidiary or parent of the Manager, or to the surviving entity in a statutory merger or reorganization of the Manager, or to any entity which purchases substantially all of the equity, stock or assets of the Manager, or to any entity that acquires a direct or indirect controlling

interest in the Manager, provided the assignee in any such event agrees to assume and honor the Manager's obligations hereunder during the term of the Agreement. Further, Manager may make a collateral assignment of its interests in this Agreement to a lender or lenders of Manager without the consent of Licensee. Manager may, with the consent of Licensee which shall not be unreasonably withheld, assign this Agreement (including all of Manager's rights and obligations hereunder) to a third-party vendor (i.e., a concessionaire), who shall then be the substituted Manager for all purposes of this Agreement.

7.7 Notwithstanding any other provision of this Agreement, neither party shall be entitled to special, incidental or consequential damages as a result of the other party's breach of this Agreement.

7.8 Owner and Manager shall cooperate in good faith to carry out the intent of the parties as closely as possible in the event there is not a specific requirement and/or representation concerning a particular matter specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first above written.

Attest:

By: Stephanie Yuen
City Clerk

LICENSEE:
City of Grand Junction

By: Laurie M. Kadrich
Laurie M. Kadrich
City Manager



MANAGER:
GJR, LLC

By: Michael P. Baker
Michael P. Baker
Manager

* * *

STATE OF COLORADO)

Exhibit A

Liquor License

[See Attached]

THIS LICENSE MUST BE POSTED IN PUBLIC VIEW

DR 8402 (11/23/11)

**STATE OF COLORADO
DEPARTMENT OF REVENUE**

Liquor Enforcement Division
1881 Pierce Street, Suite 108
Lakewood, Colorado 80214

CITY OF GRAND
JUNCTION
LINCOLN PARK SPORTS
COMPLEX
1307 NORTH AVE
GRAND JUNCTION CO 81501

ALCOHOL BEVERAGE LICENSE

		Liability Information				
Account Number	County	City	Indust.	Type	Liability Date	LICENSE EXPIRES AT MIDNIGHT
43-02111-0000	08	018	722410	G	042712	APR 26, 2013
Type	Name and Description of License					Fee
2010	TAVERN LIQUOR LICENSE - MALT, VINOUS, AND SPIRITUOUS					\$75.00
2180	CITY 85 PERCENT OAP FEE					\$425.00
					TOTAL FEE(S)	\$500.00

This license is issued subject to the laws of the State of Colorado and especially under the provision of Title 12, Articles 46 or 47, CRS 1973, as amended. This license is nontransferable and shall be conspicuously posted in the place above described. This license is only valid through the expiration date shown above. Questions concerning this license should be addressed to the Department of Revenue, Liquor Enforcement Division, 1375 Sherman Street, Denver, CO 80261.

In testimony whereof, I have hereunto set my hand, 4/27/12 RLE

Con Burmania

Division Director

Barbara Broke

Executive Director

No. 4021221

License Fee \$75.00

THE LICENSE EXPIRES APRIL 26, 2013

STATE OF COLORADO
CITY OF GRAND JUNCTION

BY AUTHORITY OF THE CITY COUNCIL

RETAIL LIQUOR LICENSE

**FOR TAVERN
TO SELL AT RETAIL ALCOHOL BEVERAGES**

This is to Certify that CITY OF GRAND JUNCTION DBA "LINCOLN PARK SPORTS COMPLEX" of the State of Colorado, having applied for a License to sell alcohol beverages, and having paid to the City Treasurer the sum of Seventy Five and No One Hundredths (\$75.00) dollars therefor, the above applicant is hereby licensed to sell alcohol beverages by the drink for consumption on the premises as a tavern at 1307 NORTH AVENUE in the City of Grand Junction, Colorado, for a period beginning on the 27TH DAY OF APRIL, 2012, and ending on the 26TH DAY OF APRIL, 2013, unless this License is revoked sooner as provided by law.

This License is issued subject to the Laws of the State of Colorado and especially under the provisions of Article 46 and 47 of Title 12, Colorado Revised Statutes, as amended and the Ordinances of the City aforesaid, insofar as the same may be applicable.

IN TESTIMONY WHEREOF, The City Council has hereunto subscribed its name by its officers duly authorized this 27th day of April, 2012.

ATTEST:

Stephanie Tuin
CITY CLERK

THE CITY COUNCIL OF THE CITY OF
Grand Junction, Colorado

[Signature]
HEARING OFFICER

Exhibit C

MiLB Standards

MAJOR LEAGUE RULES

MLR Attachment 58

ATTACHMENT 58

**MINOR LEAGUE FACILITY STANDARDS AND
COMPLIANCE INSPECTION PROCEDURES**

Standards

Unless expressed as recommendations, these facility standards are minimum requirements for all new Minor League facilities. The standards outlined in Sections 11, 12 and 13 are applicable to both new and existing facilities.

New Facilities

Any facility that is scheduled for a construction starting date of January 1, 1991 or later shall be considered a "new facility." All plans for new facilities, including construction time schedules, must be submitted to field inspection personnel designated by the Commissioner's Office and the President of the Minor League Association, for review and approval by the field inspection personnel prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved. Notwithstanding its facility's designation as a "new facility," a Minor League Club that can demonstrate that its new facility construction planning and approval process was at such a stage as of November 17, 1990 that requiring compliance with a minimum new facilities standard (other than those outlined in Sections 11, 12 and 13) will cause it to suffer a material hardship, may apply to the President of the Minor League Association and to the Commissioner or the Commissioner's designee for a variance from such standard.

Existing Facilities

Any facility other than a "new facility" as defined above shall be considered an "existing facility." All existing facilities must meet the standards outlined in Sections 11, 12 and 13 (playing field and other team facilities) by no later than April 1, 1995. All plans for additions, alterations or renovations of such facilities, including new turf installations, must be submitted to field inspection personnel designated by the Commissioner's Office and to the President of the Minor League Association, for review and approval by the field inspection personnel (including construction time schedules) prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved.

MAJOR LEAGUE RULES

MLR Attachment 58

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SECTION 1.0 SEATING

This section establishes standards for the number, type and arrangement of seating in all facilities.

1.1 SEATING CAPACITY

Seating capacities shall be established to be appropriate for the size of the Minor League Club's market. Recommended minimum capacities are as listed below. All facilities shall conform with the seating grade, seating distribution and spacing requirements described in sections 1.2, 1.3 and 1.4.

1.1.1	Class AAA Capacity	10,000 seats
1.1.2	Class AA Capacity	6,000 seats
1.1.3	Class A Capacity	4,000 seats
1.1.4	Short-Season Class A/Rookie	2,500 seats

1.2 GRADES OF SEATING

In order to enhance the professional atmosphere of the facility, each facility shall provide a minimum of two separate and distinct grades of seating (three separate and distinct grades are recommended). This provision is intended to designate and define general types of seating and not to define pricing or ticketing structures.

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1.2.1 TYPES OF SEATING

Seating types shall be defined as in sections 1.2.2, 1.2.3, and 1.2.4.

1.2.2 BOX SEATING

Defined as Arm Chair Seats with Backs. Additional seat width and leg room is recommended, with an additional three inches of tread width to be provided as compared to the tread width in the other seating areas. Following the traditional definition of box seating, it is recommended that additional access to smaller groupings of box seats be provided.

1.2.3 RESERVED SEATING

Defined as a bench with back as a minimum requirement.

1.2.4 GENERAL ADMISSION SEATING

Defined as a bench as a minimum requirement.

1.3 SEATING DISTRIBUTION

In no event shall more than 90% of the total seating capacity be General Admission seating. Recommended seating distributions are as follows.

For two grades of seating:

Box or Reserved:	25% of total capacity
General Admission:	75% of total capacity

For three grades of seating:

Box:	25% of total capacity
Reserved:	25% of total capacity
General Admission:	50% of total capacity

1.4 SEAT SPACING

The spacing and layout of all seating, aisles, vomitories, cross-aisles and concourses comprising the established exiting system shall conform to all applicable local, state and federal codes and regulations. (NFPA 101 for Assembly Occupancies

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shall be considered the minimum requirement if the facility does not fall under jurisdiction of other regulations.)

1.5 HANDICAPPED ACCESSIBILITY

All facilities shall comply with all applicable local, state and federal codes and regulations regarding access of Handicapped patrons and employees. (ANSI.A117-1 shall be considered the minimum requirements.)

SECTION 2.0. PUBLIC COMFORT STATIONS

This section determines and defines the number of plumbing fixtures and their arrangement at the facilities.

2.1 COMFORT STATION DISTRIBUTION

The distribution of the fixtures should be in accordance with the distribution of the seating locations and exiting system to allow minimal walking distances from all parts of the facility to public toilet facilities.

2.2 PLUMBING FIXTURES

The minimum plumbing fixture ratios shall be as follows:

Water closets	1:125 Women 1:450 Men
Lavatories (sinks)	1:150 Women 1:150 Men
Urinals	1:125 men

2.2.1 COMFORT STATION ACCESSORIES

All public restroom facilities shall provide mirrors, purse shelves (in women's), hand drying facilities and trash cans. It is recommended that a table/platform for diaper changing be located in each restroom.

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2.3 HANDICAPPED ACCESSIBILITIES

All facilities shall comply with all applicable local, state and federal codes and regulations (ANSI. A117-1). It is recommended that all facilities provide a minimum of one, unisex h.c. toilet facility per level. This facility shall be similar to a residential bathroom, and allow a h.c. patron to use the facility with the assistance of his/her companion of the opposite sex.

2.4 DRINKING FOUNTAINS

All facilities shall provide drinking fountains per local, state and federal codes and regulations.

2.5 PUBLIC TELEPHONES

All facilities shall provide telephones per local, state and federal codes and regulations.

SECTION 3.0 CONCESSION AND VENDING

The following standards for Concessions and Vending are recommended for all facilities. Many of the conditions may be affected by an existing operational agreement between the facility and concessionaire. It is recommended that these standards be incorporated into any new operational agreement negotiated after the effective date of this PBA.

3.1 CONCESSION AREAS

It is recommended all facilities provide 5 lineal feet of counter space (with corresponding support space) per 350 seats in the total facility capacity. The distribution of the concession areas shall be commensurate with the distribution of the patrons to minimize walking distances. [Example: $12,000 \text{ seats} / 350 = 34.28 \times 5' = 171$ lineal feet of counter. Each stand averages 25' per stand. Therefore, a minimum of 7 stands, distributed throughout the facility are recommended.]

3.2 CONCESSION VENDORS

If concession vendors are provided at the facility, the following ratios are recommended: one vendor per 350 seats, with 15 sq. ft. of vending commissary space for each vendor separate from the concession areas.

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3.3 CONCESSION COMPLIANCE/CODES AND REGULATIONS

Concessionaires are responsible for compliance with all local, state and federal regulations in regard to Health Standards, Fire Department regulations, power, exhaust and ventilation requirements. The agreement between the facility and concessionaire shall define which party is responsible for required modifications.

3.4 CONCESSION STORAGE AND NOVELTY STANDS

The following standards shall be minimum requirements.

3.4.1 CONCESSION STORAGE

All facilities shall provide adequate storage for concession inventory. It is recommended that the storage area be of such size to store the inventory necessary to stage the number of games in an average home stand. In the Agreement between the facility and the concessionaire, the concessionaire shall provide empirical data to determine the required amount of storage space.

3.4.2 NOVELTY STANDS

Any provided novelty stand(s) acting as a sales point for retail sales shall present products in a professional manner commensurate with standard retail sales areas.

SECTION 4.0 MISCELLANEOUS PUBLIC AREAS

4.1 STADIUM CLUB/RESTAURANT/BANQUET FACILITY

This type of facility shall be optional.

4.2 PICNIC/BEER GARDEN FACILITY

This type of facility shall be optional.

4.3 FAMILY RECREATION AREA

This type of facility shall be optional.

**MAJOR LEAGUE RULES
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SECTION 5.0 TICKET WINDOWS AND ENTRY TURNSTILES

The following Sections 5.1, 5.2, and 5.3 shall be minimum requirements.

5.1 TICKET WINDOWS

All facilities shall provide one ticket window for each 1500 seats of total capacity.

5.2 TURNSTILES/ENTRY POSITIONS

All facilities shall provide one turnstile or equivalent entry position (minimum of 30" wide) for each 1500 seats of total capacity.

5.3 HANDICAPPED ACCESSIBILITY

All facilities shall provide access per all applicable local, state and federal codes and regulations to all public and private areas of the facility. (ANSI A117.1)

SECTION 6.0 SECURITY AND FIRST AID

6.1 SECURITY COMMAND POST

All facilities shall provide a "command post" for event security forces, centrally located with provisions for removing unruly patrons from the facility.

6.2 FIRST AID STATION

All facilities shall provide a first aid station during all events. It is recommended that certified medical personnel staff the station at all events.

SECTION 7.0 PARKING AND FACILITY ACCESS

The following Sections 7.1, 7.2 and 7.3 shall be applicable to all facilities.

7.1 PARKING SPACES

It is recommended all facilities shall provide public parking spaces at a ratio of 1 space per 3 seats of total capacity. Such parking spaces shall be on-site or within a 10 minute (1/2 mile) walking distance of the stadium.

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7.2 ACCESS AND CONTROL

All facilities shall coordinate with local law enforcement officials to provide controlled on-site traffic access, so as to promote a safe and trouble-free access environment.

7.3 HANDICAPPED PARKING

All facilities shall conform with all applicable local, state and federal regulations.

SECTION 8.0 SOUND SYSTEM AND SCOREBOARD

8.1 SOUND SYSTEM

All facilities shall provide an acoustically balanced sound system integrated with the capacity to deliver clear audio messages to the press box, concourses and all public areas within the facility.

8.2 SCOREBOARD

All facilities shall provide a scoreboard that provides the following as minimum requirements. All scoreboard characters are to be large enough to be seen throughout the facility.

Line Score
Ball-Strike-Out
Player at Bat

8.3 SCOREBOARD LOCATION

No part of any scoreboard and/or associated lighted advertising panels may be located within 50' of the center line of the playing field.

8.4 CLOCK

All facilities shall provide a time-of-day clock that is in full view of all field personnel from the beginning of batting practice through the close of each game.

**MAJOR LEAGUE RULES
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SECTION 9.0 MEDIA FACILITIES

9.1 PRESS PARKING AND ACCESS

It is recommended that all facilities provide a parking area for all members of the media with direct access to the facility. It is also recommended that parking be provided for television vans and broadcast trucks.

9.2 PUBLIC ADDRESS/SCOREBOARD PERSONNEL

All facilities shall provide space in the press box for the public address announcer and scoreboard operator(s). It is recommended that the PA/scoreboard area have a minimum of 50 sq. ft. of floor space in addition to the floor space required for the scoreboard equipment.

9.3 RADIO BROADCAST BOOTHS

It is recommended that all facilities provide two radio broadcast booths (home and visitor) that provide a direct view of the entire field and facilitate the broadcast of the game. Each shall provide counters, chairs, power, lighting and telephone jack.

9.4 TELEVISION BROADCAST AND CAMERA BOOTH

It is recommended that all facilities provide a spare broadcast/camera booth available for local television broadcasts and local television media. The booth should have a direct view of the entire field with operable windows or closures.

9.5 PRINT MEDIA AREA

It is recommended that all facilities provide a separate area for 6 to 10 members of the print media with a direct view of the entire field. Counter, chairs, power, lighting and telephone jack shall be provided.

9.6 MEDIA TOILET FACILITIES

It is recommended that all facilities provide media restroom facilities separate from public restrooms, located with direct access to the press box.

9.7 MEDIA WORKROOM/LOUNGE

This type of facility shall be optional.

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9.8 HANDICAPPED ACCESSIBILITY TO PRESS BOX

Facilities shall conform to all applicable local, state and federal codes and regulations for accessibility to the press box. (ANSI-A117.1)

SECTION 10.0 ADMINISTRATION AREA

10.1 FACILITY ADMINISTRATION AREA

It is recommended that all facilities provide administrative space of 250-300 sq. ft. per person for facility and maintenance operations with separate toilet facilities directly adjacent.

10.2 STADIUM PERSONNEL DRESSING/LOCKER FACILITIES

It is recommended that all facilities provide separate dressing/locker facilities (separate for each sex) for all maintenance and event employees (including concession personnel) separate from the public.

10.2.1 STADIUM PERSONNEL TOILET FACILITIES

It is recommended that all facilities provide toilet facilities for stadium personnel separate from the public. Direct access to personnel locker rooms is desirable.

10.3 TEAM ADMINISTRATION AREA

If the tenant team has a permanent administration area away from the facility, an on-site game day team administration area must be provided. If the team's permanent administration area is at the facility, it is recommended that the area provide 250-300 sq. ft. per person for team operations with adjacent toilet facilities.

SECTION 11.0 TEAM FACILITIES

The following shall be minimum requirements.

11.1 HOME CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least five more than the Club's active player limit for its classification of play. The minimum size of each locker shall be 24"

MAJOR LEAGUE RULES
MLR Attachment 58

w x 72" h (36" w x 72" h is recommended). A lockable storage compartment is recommended for each locker.

Minimum floorspace requirements for the team dressing area shall be as follows:

New facility: 1,000 sq. ft.

Existing facility: 800 sq. ft. (1,000 sq. ft. is recommended)

11.2 SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet areas with the following minimum fixture counts:

New facility:	shower heads:	8 (10 recommended)
	water closets:	2
	urinals:	2
	lavatories:	4 (8 recommended)

Existing facilities:	shower heads:	6 (10 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (8 recommended)

11.3 TRAINING ROOM

All new facilities shall provide a separate training room of not less than 300 sq. ft. divided into three areas: treatment, whirlpool and rehabilitation. The training room shall have space for 1 or 2 treatment tables, a minimum of 2 whirlpools, hydroculator (4-pack minimum), scale, stationary bicycle, ice machine and an area for 2 or 3 pieces of rehabilitation/weight equipment. The training room shall contain a lockable storage area for training supplies. It is recommended that additional space be provided for a separate office/dressing area for the trainer and team physician. It is also recommended that a valuable storage box be installed in the training room.

All existing facilities shall comply with the above paragraph, with the exception that the minimum square footage requirement shall be 175 sq. ft. (300 sq. ft. is recommended).

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11.4 TEAM LAUNDRY FACILITY

All facilities shall provide commercial quality laundry facilities (washer and dryer) for the home team to provide daily washing capability. This room may be combined with the Team Equipment Room.

11.5 TEAM EQUIPMENT ROOM

All facilities shall provide adequate lockable equipment storage space (minimum of 300 sq. ft. in a new facility) contiguous with the clubhouse.

11.6 COACHES' LOCKERS

All new facilities shall provide a minimum of 4 coaches lockers (6 are recommended) in addition to the players lockers. It is recommended these lockers shall be in a separate area from the players lockers. Locker size and floor space requirements (per capita) shall be the same as in the players dressing area.

Existing facilities shall comply with the above paragraph, with the exception that a minimum of 3 coaches lockers are to be provided.

11.7 FIELD MANAGER'S OFFICE

All facilities shall provide a field manager's office with direct access to the home clubhouse. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 6-8 persons. At existing facilities the separate toilet, shower and dressing area is recommended and not required.

11.8 VISITORS CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least three more than the Club's active player limit for its classification of play. Minimum floor space requirements shall be as follows:

New facility: 750 sq. ft.

Existing facility: 500 sq. ft (750 sq. ft. is recommended)

11.9 VISITORS SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet facilities with minimum fixture counts as follows:

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New facility: showers heads: 6 (8 recommended)
water closets: 2
urinals: 2
lavatories: 4

Existing facility: shower heads: 4 (8 recommended)
water closets: 2
urinals: 2
lavatories: 2 (4 recommended)

11.10 VISITORS TRAINING ROOM

All new facilities shall provide a separate training room (minimum of 150 sq. ft.), with space for one training table, one whirlpool, and a hydroculator (4-pack minimum). In existing facilities, this area may be integrated into the players' dressing area, provided that the dressing area is at least 650 sq. ft.

11.11 VISITING FIELD MANAGER'S OFFICE

All facilities shall provide a separate office for the visiting field manager. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 2-4 people. At existing facilities, the separate toilet, shower and dressing area is recommended and not required.

11.12 TEAM STORAGE (MAJOR LEAGUE PARENT TEAM)

It is recommended that all facilities provide a minimum of 300 sq. ft. of lockable team storage, separate from other team storage, with year round access only to the major league team.

11.13 UMPIRE FACILITIES

All facilities shall provide a private dressing, shower, and toilet facility for umpires. This area shall provide enough lockers (each a minimum of 36" w x 72" h) to accommodate the number of umpires typically assigned to work in the applicable classification of play. In new facilities, this area shall be a minimum of 200 sq. ft.

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11.14 FIELD/DUGOUT ACCESS

It is required that all new facilities and recommended that all existing facilities provide a direct access route to the dugout/playing field. Similar access is to be provided for the umpires.

11.15 PLAYER PARKING

It is recommended that all facilities designate a parking area with clubhouse access for players and other uniformed team personnel.

11.16 HITTING/PITCHING TUNNELS

It is recommended that each facility provide two covered tunnels for players to practice hitting and pitching in an enclosed environment. If provided, these tunnels should be reasonably close to the home clubhouse with minimal public access.

11.17 PRE- AND POST-GAME WAITING AREA

It is recommended that all facilities provide a pre-game and post-game waiting area for families of players and other uniformed personnel.

SECTION 12.0 PLAYING FIELD

12.1 FIELD DIMENSIONS

Layouts of all new fields (and modifications to existing fields) shall be submitted for approval by the parent Major League Club and the Minor League Club. All field dimensions shall comply with the minimum dimensions specified in Section 1.04 of the Official Baseball Rules.

12.2 PLAYING SURFACE

All facilities shall provide a field surface (natural or synthetic) without defects and/or "trip-hazards" that could affect the normal play of the game or jeopardize player safety. Warning track material shall identify all zones within 15' of all walls and fences. This warning track must be of a material to provide visual and tactile notice of a significant change in surface type.

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12.3 FIELD GRADE

The maximum allowable grade from the base of the pitcher's mound to the warning track in foul territory shall be 6". The maximum allowable grade from second base to the outfield warning track shall be 20".

12.4 FIELD WALL

The permanent outfield wall or fence in all new facilities shall be a minimum of 8' high.

12.5 BULLPENS

All facilities must provide a bullpen area for each team. These areas may be located in foul territory down the baselines or just immediately outside the field wall. Each must be visible to both dugouts and to the press box. Each shall have two regulation pitching mounds and home plates, adequate distance and clearance for each pitcher and catcher, and a bench for 10 players. If the bullpens are in foul ball areas, care shall be taken to integrate the slope of the pitcher's mound into the field so as not to create a trip hazard for fielders as they approach the bullpen. It is recommended that all facilities have phones connecting the bullpens to the dugouts.

12.6 DUGOUTS

All facilities must provide two enclosed dugouts (home and visitor). Each dugout in a new facility must accommodate 25-30 uniformed personnel on a bench with seatback. Each dugout in an existing facility shall accommodate 20-25 uniformed personnel. Each dugout must have a helmet rack for a minimum of 15 helmets and a bat rack for a minimum of 30 bats. It is recommended that a bat swing/storage area be directly accessible to each dugout. It is recommended that each dugout include a refrigerated water cooler (drinking fountain) and provide direct access to a restroom. It is recommended that all facilities have telephones connecting the dugouts to the bullpens and to the press box. All dugouts shall provide as feasible an anti-skid surface as possible on steps and walkways.

12.7 FIELD EQUIPMENT

All facilities shall provide the following field equipment. Examples given shall serve as guidelines for equipment quality, and the equipment provided shall meet or exceed the examples specified.

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12.7.1 BATTING CAGE

All facilities shall provide a full cover batting cage. New batting cages shall have minimum dimensions of 18' wide, 14' deep and 9' high. It is recommended that the cage be portable and made of an aluminum frame to provide maximum maintainability. Existing batting cages not meeting the above standards may be approved by the parent Major League Club.

12.7.2 FIELD SCREENS

All facilities shall provide a pitching screen, first base screen, 2nd base/double play screen, and a shag protector screen. New screens shall have the following minimum dimensions:

Pitching screen: 7' h x 8' w with 4' x 4' notch in upper corner.

Double play screen: 7' h x 14' w with hinged wings.

First base and
shag protector screens: 7' h x 8' w.

All existing screens not meeting the above standards may be approved by the parent Major League Club.

Periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity.

12.7.3 BATTER'S EYE

All facilities shall provide a solid monochromatic batter's eye painted in a flat, dark color with minimum dimensions of 16' high and 40' wide centered in the outfield. If a centerfield camera is integrated into the batter's eye, the camera must be the same color as the batter's eye. It is recommended that all new facilities provide a batter's eye with minimum dimensions of 40' high and 80' wide. Any advertising sign abutting the batter's eye shall not include white lettering, a white background, any neon or other lighting or motion effects.

12.7.4 FOUL POLES

All facilities shall provide two foul poles of a bright color that are a minimum of 30' high (45' is recommended) with a screen to the fair side of

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All lighting systems shall operate with a maximum variance ratio of 1.2/1 in the infield and 2/1 in the outfield. The variance ratios shall be computed by comparing the highest and lowest footcandle readings in the infield and the outfield.

12.9 BATTING CAGE GATE

All new facilities shall provide a gate large enough to allow the batting cage to be freely taken to and from the playing field.

12.10 BACKSTOP

All facilities shall provide a backstop behind home plate. The configuration and dimensions shall vary due to sight-lines for the press box and insurance requirements for the facility. Periodic inspections shall be performed to insure the integrity of the backstop.

12.11 PLAYING FIELD TARPS

All Class AAA, Class AA and full season Class A facilities shall provide a full infield tarp and pitcher's mound, home plate, base pit, and bullpen tarps, except that this requirement may be waived by the President of the Minor League Association in the event that the facility is located in an area that does not experience sufficient rainfall to justify the expense of tarps. The tarps shall be oversized to prevent water from running under the edge to a dirt area. The tarps shall be stored in an easily accessible location but in a way not to create a safety hazard on the playing field. Each facility is required to provide adequate manpower to operate the placement and/or removal of the tarps.

SECTION 13.0 MAINTENANCE

This section outlines requirements and recommendations for overall maintenance of the facility and playing field in a professional manner.

13.1 FACILITY MAINTENANCE AND CLEANLINESS

Each facility shall develop a maintenance program (both short-term and long-term) for use by its maintenance personnel. All public areas shall be completely free of trash and rubbish at the opening of each event, and stadium personnel shall be responsible for cleanliness during the event.

Each facility shall follow its maintenance program for interior repairs and touch-ups to maintain the professional atmosphere of the facility. Long-term maintenance

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shall be ongoing in order to deter major facility problems and to minimize potential disruptions to the public.

13.2 FIELD MAINTENANCE

The playing field shall be maintained at the highest possible professional level. Every reasonable effort shall be made to insure the safety of the players and the smooth play of the game. The facility shall follow professional grounds-keeping practices and shall utilize proper maintenance equipment. Nail-drag, screens, tampers and rakes are recommended to maintain all dirt areas. Proper turf care equipment (mowers, tractors, etc.) shall be used, and an appropriate maintenance plan shall be developed and followed to care for the playing field.

13.2.1 PLAYING FIELD RECONDITIONING

The pitcher's mound and base pit areas shall be reconditioned prior to each game through the use of clay materials and tampers.

13.2.2 FIELD MAINTENANCE MATERIALS

All facilities are required to have a sufficient amount of drying material on hand at all times for reconditioning the infield. A chemical drying agent and/or calsonite clay may be used in combination with sand to stabilize areas affected by excessive moisture. Sand may not be the sole drying agent.

13.2.3 LAYOUT OF PLAYING FIELD

The entire playing field shall be laid out to coincide with the provisions of Sections 1.04 through 1.08 of the Official Baseball Rules.

13.2.4 IRRIGATION SYSTEM

All new facilities shall provide a full field irrigation system as well as water lines 1 1/2" or larger behind both home plate and second base for watering the infield grass and base pit areas. It is recommended that a series of water outlets 1" or larger be distributed around the playing field in order to water the field if the irrigation system should become inoperable. It is recommended that a full-field irrigation system be provided at all existing facilities.

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13.2.5 FIELD DRAINAGE SYSTEM

All new facilities shall provide an underfield drainage system integrated into the subbase of the turf (natural or synthetic) surface. This system shall be a system of a drain tile fields in a porous collection bed (or similar system) below the turf base.

It is recommended an optimal slope of .5% be maintained from the base of the pitcher's mound to the baselines and from second base to the outfield warning track.