

## LICENSE AGREEMENT

**THIS LICENSE AGREEMENT** ("Agreement") is made and entered into as of May, 2017 by and between the Atlanta National League Baseball Club, LLC ("Licensor"), and the City of North Port, Florida ("Licensee").

### **WITNESSETH:**

WHEREAS, Licensor, Licensee, Sarasota County, Florida (the "County"), West Villages Improvement District ("WVID"), Manasota Beach Ranchlands, LLLP ("Developer"), and Calben (US) Corporation ("Developer Guarantor") have entered into that certain Letter of Intent and Term Sheet dated March 9, 2017 (collectively, the "Term Sheet");

WHEREAS, the Term Sheet contemplates that Licensor and Licensee will enter into this Agreement to set forth the full and complete understanding of the terms and conditions under which Licensee may utilize the Facility (as defined below).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the premises, the mutual promises and covenants herein contained, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are expressly acknowledged, Licensor and Licensee, each intending to be legally bound, do hereby mutually agree as follows:

In consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto, intending that this Agreement be binding and enforceable, hereby agree as follows:

**1. License of Premises.** Subject to all the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, conditional, and non-exclusive license to occupy and use the main stadium, parking and plaza areas of Licensor's spring training facility ("Facility") depicted on Exhibit A-1 and such other areas of the Facility as may be approved by Licensor depending on the nature of the event, and the areas of the Facility depicted on Exhibit A-2 as the "Plaza" and "Multipurpose Fields" each as attached hereto, together with ingress and egress thereto, but excluding administrative, executive and all spaces and rooms used exclusively by Licensor (including, without limitation, the minor league and major league clubhouses) (the areas on Exhibit A-1 and Exhibit A-2 collectively referred to herein as the "Licensed Premises").

**2. Permitted Use.** The Licensed Premises shall be used and occupied solely for the following purpose(s):

(a) **City Events.** Licensee shall be permitted to use the areas depicted on Exhibit A-1 of the Licensed Premises on an annual basis for ~~up to three a minimum of~~ (3) civic-oriented, non-profit events, ~~such events generally intended not to exceed six (6) calendar days per year unless otherwise agreed to by the parties for a particular event~~ (individually a "City Event" and collectively the "City Events"). Prior to each spring training season, but no later than November 30 of the year preceding such Spring Training Season, representatives of the Licensor, and the Licensee shall meet to discuss and agree in writing upon the dates when the Licensee may use the ~~main stadium portion of the Facility areas depicted on Exhibit A-1~~ for City Events. Each City Event shall be subject to the prior, written approval of Licensor in each instance, such approval not to be unreasonably conditioned, withheld or delayed. Licensee shall submit to Licensor the proposed City Event, at least ninety (90) days prior to the proposed date of the City Event, and Licensor shall provide its consent or denial within fifteen (15) business days of receipt of such written notice. In no event shall any City Event take place from January 1 through April 15. Further, the City acknowledges that Licensor's use of the Facility for Licensor-sponsored games, practices and events shall take priority over City Events in scheduling use of the Facility.

(b) **Use of Plaza and Multipurpose Fields.** ~~Licensee shall be permitted to use the area of Licensed Premises depicted on Exhibit A-2 as the "Plaza" and the "Multipurpose Fields" for City-sponsored recreational programs (the "City Recreational Programs" at times and on dates when the Plaza and the Multipurpose Fields are not otherwise in use by Licensor. During the Term, ANLBC agrees that the City and general public will have general access and use of the Plaza and Multipurpose Fields at times when there is not an ANLBC game or event or a conflicting Third Party Event (as defined in the Operating Agreement defined below), and provided such access and use does not interfere with the primary purpose of the Facility as ANLBC's training center or unduly burden or impact ANLBC's operations at the Facility. To maximize the public use of the Plaza and the Multipurpose Fields the Licensee and Licensor shall communicate on a quarterly basis to create a schedule of proposed organized Licensee use of the Plaza and the Multipurpose Fields for the following quarter. The Licensee acknowledges that Licensor's use of the Plaza and the Multipurpose Fields for Licensor games, practices and events shall take priority over City Recreational Programs approved programs in scheduling use of the Facility Plaza and Multipurpose Fields.~~

~~(c) — **Atlanta Braves Activities.** Licensee acknowledges that the primary use of the Facility is for baseball training for the Atlanta Braves (“Braves”) and the Braves may be participating in spring training, Gulf Coast League, Florida State League or instructional league games or practices on or around the date of the City Events and City Recreational Programs and the Licensee will work in good faith with Licensor so as to avoid any conflict between City Events and City Recreational Programs and use of the Facility by Licensor and the Braves. Further, if a Braves’ game is rained out or otherwise delayed and needs to be made up or moved to a different day, the Braves’ game will take priority over the City Event or City Recreational Program and the City Event or City Recreational Program will be rescheduled.~~

**3. Term.** Subject to the satisfaction of the conditions precedent set forth below, the “Term” of this Agreement shall be co-terminus with the “Term” of that certain Facility Operating Agreement dated as of May \_\_, 2017 by and between Licensor and the County (“the Facility Operating Agreement”), commence as of the “Commencement Date” set forth in the Facility Operating Agreement (the “Operating Agreement”) by and between Licensor and the County and shall continue until December 31, 2048 provided Substantial Completion (as defined in the Operating Agreement) has occurred by February 1, 2019. In the event that Substantial Completion has not occurred by February 1, 2019, the Term of this Agreement shall automatically extend for an additional year and run from the Commencement Date until December 31, 2049. The effectiveness of this Agreement is additionally subject to satisfaction of each of the following conditions precedent:

(i) The State of Florida, pursuant to Section 288.11631, Florida Statutes, approving the funding for the Facility and Facility Site as contemplated in the Term Sheet and entering into the Spring Training Program Agreement with the WVID;

(ii) Developer conveying the Facility Site (as will be more specifically described in the Development Agreement) to WVID;

(iii) WVID conveying fee title to the Facility and the Facility Site to the County and entering the Drainage License Agreement with the County, ANLBC and Developer; and

(iv) The execution of the Development Agreement by Licensor, Licensee, the County, WVID, the Developer and the Developer Guarantor by November 30, 2017.

In the event of any termination of the ~~Facility~~ Operating Agreement, for any reason, this Agreement shall automatically terminate. Licensor may also terminate this Agreement with written notice to Licensee in the event of a material and uncured breach of Licensee under that certain Development Agreement dated as of May \_\_, 2017 by and among ~~Licensor~~, the Licensee, Licensor, the County, WVID, the Developer and the Developer Guarantor.

**4. Tickets.** Licensor agrees to make available to Licensee, during each Braves’ spring training season during the Term, six (6) season tickets between the dugouts (in groups of two (2) and four (4)), a suite for one (1) game (food and beverage excluded) and (2) two parking passes.

**5. ~~Reserved.~~ No Obligation of Licensor for City ~~Recreational~~ Approved Programs.** Licensee acknowledges and understands that Licensor shall have no obligation hereunder to provide medical services, parking attendants, police or security personnel to monitor, guard, police or secure the Licensed Premises and the surrounding area affected by Licensee’s use of the Licensed Premises in connection with the Licensee’s use of the Plaza and the Multipurpose Fields for the City ~~Recreational Programs~~ approved programs.

**6. Obligation of Licensor for City Events.** Licensor (and/or its subcontractors, as applicable) shall be responsible for the staffing, management and operation of the Licensed Premises for all City Events and shall coordinate with City officials in connection therewith. City Officials can secure staffing and concessionaires for City Events with prior written authorization from the Licensor. In consideration thereof the Licensee shall pay to Licensor reimbursement of Licensor’s actual expenses ~~plus an administrative fee of five percent (5%) of such expenses.~~ Licensor shall provide an invoice of the same to Licensee within ten (10) business days of such City Events and the Licensee shall remit such amount to Licensor within thirty (30) days of receipt of such invoice. Licensor shall use good faith efforts to hire and retain local workers and vendors based in North Port at the Facility provided such workers and vendors meet the bona fide qualifications or requirements of the applicable available positions and services as needed and provide competitive and quality services and rates as determined in good faith by Licensor.

7. **No Representations or Warranties with Respect to Premises.** Licensee acknowledges and understands that neither Licensor, nor Licensor's employees, agents and/or contractors have made any representations, promises or warranties, either express or implied, as to the condition, fitness, merchantability or suitability of the Licensed Premises for Licensee's purposes. Licensee agrees to inspect the Licensed Premises prior to City Event or City Recreational Program. Commencement of the use of the Licensed Premises by Licensee shall be conclusive evidence against Licensee that the Licensed Premises were in good repair and in satisfactory condition, fitness and order when such use commenced.

8. **Assumption of Risk/Park at Own Risk.** Licensee agrees during city approved programs and events that all vehicles parked at or around the Licensed Premises by Licensee and its invitees or guests and any contents or other belongings left in such parked vehicles shall be at the risk of the Licensee, its invitees and guests. Licensee agrees that Licensor shall not be liable to Licensee, its invitees or guests for any theft, loss or damage to such vehicles, contents, belongings or other property.

9. **Indemnification.** ~~To the extent allowed by law,~~ Up to the express monetary limits of Section 768.28, Florida Statutes, and without constituting a waiver of the City's sovereign immunity each Party shall hold harmless, and indemnify the other Party and the County and each of their respective parent, subsidiary and affiliated companies, and all of their respective directors, officers, shareholders, agents, employees, independent contractors, if any, successors, and assigns from and against all actions, suits, proceedings, judgments, settlements, demands, claims, damages, liabilities, losses or expenses whatsoever including, but not limited to, lost profits, reasonable attorneys' fees, allocable costs of in-house counsel and court costs, whether fixed or contingent, actual or threatened, known or unknown, false or fraudulent (collectively, the "Claims"), caused by, arising out of, resulting from or in connection with (a) this License Agreement; (b) the breach of this Agreement by a party; (c) any conduct or activity of a party which violates applicable laws; and/or (d) any negligent or grossly negligent act or omission of a party. However, neither Party shall be indemnified hereunder for any Claim resulting from its sole negligence or willful misconduct. Notwithstanding the indemnity provisions contained herein, except for a Party's willful misconduct or sole negligence, each Party shall be responsible for damage to its own facilities resulting from electrical disturbances or faults.

10. **City Insurance Requirements.** Throughout the Term of this Agreement, the City shall provide and maintain, at its expense, the policies of insurance or equivalent self-insurance that names Licensor and the County as additional insured parties in the amounts and coverages set forth on Exhibit C, to address Claims caused by, resulting from, arising out of or in connection with the duties and obligations of the of the City pursuant to this Agreement. The City shall provide at least thirty (30) days prior written notice to Licensor if any coverage required to be maintained by the City pursuant to this Agreement is going to be materially changed, reduced or cancelled. The City shall bear all costs of all deductibles (or self-insured retentions) under policies maintained by the City. Upon request, the City shall furnish to Licensor a letter evidencing the above described coverage. It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as in any manner waiving, restricting or limiting the liability of the City with respect to obligations imposed under this Agreement, including, but not limited to, obligations imposed under the provisions of Section 10 above.

11. **Event Participant Waiver.** Depending on the nature of the event, Licensee's guests, participants or invitees may be required to either: (a) sign a release of liability waiver prior to the City Event or City Recreational Program agreeing to hold the Licensor Parties harmless against any and all Claims or liability arising directly or indirectly from the City Event or City Recreational Program or participation in activities associated with the same, or (b) add the Licensor Parties to any City Event or City Recreational Program waiver Licensee provides to participants and provide a copy of such waiver to Licensor (if applicable). Licensor and Licensee shall discuss the need for waivers on a case by case basis depending on the nature of the event and Licensor shall have the right to review and approve such event waiver.

12. **Rules and Regulations.** Licensee shall abide, and shall cause its servants, agents, employees, volunteers, licensees, patrons, invitees and guests to abide by such reasonable rules and regulations as may from time to time be applicable to the Licensed Premises or adopted by Licensor for the use, occupancy and operation of the Licensed Premises including, without limitation, all rules contained in the Standard Terms and Conditions.

13. **Standard Terms.** This Agreement is comprised of and subject to the above terms, the depiction of the Licensed Premises on Exhibit A-1 and Exhibit A-2, the Standard Terms and Conditions on Exhibit B, and the City Insurance Requirements on Exhibit C, which are attached hereto and incorporated herein by this reference. All of such items shall collectively be referred to herein as the "Agreement."

**14. Marketing and Promotion of the Facility.** Licensor recognizes that the Facility will be located within the City of North Port and will use commercially reasonable efforts to market and promote it as such in its marketing and promotion of the Facility ~~and as more fully provided for herein.~~ Additionally, Licensor acknowledges that the County and the City are undertaking a substantial financial responsibility to provide funding for the Facility. In consultation with the Sarasota Convention and Visitors' Bureau (d/b/a Visit Sarasota County) and the Sarasota Tourism Development Council, Licensor shall make available on an annual basis certain promotional and tourism opportunities including but not limited to signage inside SunTrust Park as reasonably determined by Licensor in consultation with the Licensee and the County, a Sarasota County/City of North Port promotional day at SunTrust Park, use of a suite at SunTrust Park during such Sarasota County/City of North Port promotional day (food and beverage to be purchased separately by the County and City from Licensor's concessionaire), participation in off-season Fan Fest Events, promotion of the Facility, the City of North Port and Sarasota County on the Team website, during in-game promotional video opportunities at SunTrust Park, and on Licensor controlled radio and television broadcasts. The County, Licensee, Visit Sarasota County, and Licensor shall meet on an annual basis to develop and review a mutually agreeable promotional plan.

**15. County as a Third-Party beneficiary.** The County is an express third party beneficiary of the terms, to the extent applicable, of Sections 9 and 10 to this Agreement, is entitled to the rights and benefits thereunder and may enforce Sections 9 and 10 hereof as if it were a party hereto; provided however that the foregoing shall not give rise to any obligations on the part of the County nor any right of any party or non-party to bring or maintain an action against the County based on the third party rights and benefits granted hereunder.

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

**“LICENSOR”**

**ATLANTA NATIONAL LEAGUE BASEBALL CLUB, LLC**

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

Title: Chief Executive Officer

**“LICENSEE”**

**CITY OF NORTH PORT, FLORIDA**

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

Peter D. Lear, CPA, CGMA  
Interim City Manager

Attest:

\_\_\_\_\_  
Patsy C. Adkins, MMC  
City Clerk

Approved as to Form and Correctness:

\_\_\_\_\_  
Mark Moriarty  
City Attorney

**EXHIBIT A-1 – LICENSED PREMISES – MAIN STADIUM**

SEE ATTACHED

**EXHIBIT A-2 – LICENSED PREMISES – PLAZA AND OVERFLOW GRASS PARKING FIELDS**

SEE ATTACHED

## **EXHIBIT B – STANDARD TERMS AND CONDITIONS**

1. **GENERAL CONDUCT.** During City approved programs and events Licensee agrees not to harm the Licensed Premises, or commit or permit waste, or create any nuisance, or make any use of the Licensed Premises, which in Licensor's judgment is offensive, or do any act tending to injure the reputation of the Licensor. ~~Licensee shall not use any vehicle, motor, camera, lighting device or projector within or about the Licensed Premises without the prior consent of Licensor. Licensee shall not engage in any fighting or use physical force or abusive or obscene language toward any person or engage in any form of objectionable behavior, such as the making of loud noises or coarse or offensive utterances, gestures or displays, any of which cause or may cause public inconvenience or annoyance or alarm. In addition, Licensee shall not permit the emission of noise or odors from the Licensed Premises or use any devices or paraphernalia such as loudspeakers, sound amplifiers, radios, televisions or phonographs without the prior consent of Licensor. No unlawful activities shall be permitted on the Licensed Premises, nor shall gambling or the consumption of alcoholic beverages be permitted (unless otherwise allowed by Licensor). Licensor reserves the right to require the withdrawal from display of any items, object, person, printed matter or any other thing of any nature which in the opinion of Licensor might be detrimental to the appearance or reputation of Licensor. No gasoline, acetylene or other fuel or combustible material will be admitted to the Licensed Premises without the approval of Licensor and North Port Fire Rescue District (the "Fire Department"). Any decorating or other work and the material therefore, done or furnished by Licensee shall be subject to approval by Licensor and the Fire Department and, unless so approved, may be prevented or removed and stopped by Licensor at Licensee's expense. All decorations and other combustible materials must be fireproofed, and Licensee shall deliver to Licensor a permit in the form specified or required by and satisfactory to the Fire Department or any other department of Sarasota County having jurisdiction with respect thereto.~~

~~2. **PERSONNEL AND SERVICES.** At Licensor's request, Licensee shall employ, at Licensee's expense, the following personnel, services, equipment and materials which shall be designated, selected and furnish by Licensor: (a) special police and security guards in a number and identity sufficient in Licensor's sole reasonable discretion to adequately police and secure the Licensed Premises and the surrounding area affected by Licensee's use of the Licensed Premises; (b) a sufficient number (as determined in the sole reasonable discretion of Licensor) of ticket sellers, ticket takers, doormen, restroom attendants, ambulances and attendants, ushers, maids, porters, firemen, cleaning personnel, watchmen and other special force personnel; and (c) all plumbing, carpentry and electrical work or other services and all gas or other materials required to fit the Licensed Premises for use of Licensee, if any.~~

2. **SURRENDER OF LICENSED PREMISES.** Upon the expiration or termination of the Agreement for any reason whatsoever, Licensee shall immediately quit and surrender the Licensed Premises to Licensor. Upon such quitting and surrender, the Licensed Premises shall be in the same condition of cleanliness and repair as at the beginning of the Term, ordinary wear and damage by the elements excepted. In the event the Licensed Premises is not returned in the same condition of cleanliness and repair prior to the City Event or City Recreational Program, as determined by Licensor in its reasonable discretion, Licensee shall make repairs according to the reasonable discretion and specification of Licensor. **In no event shall any penetration of asphalt surfaces be made.** Licensee shall remove from the Licensed Premises any goods or equipment brought or permitted by it on the Licensed Premises.

3. **CLEANING.** During City approved programs and events, Licensee will maintain the Licensed Premises in a clean and orderly manner and will be responsible for daily cleaning and trash removal. Accordingly, Licensee shall use its best efforts to cause all refuse, rubbish and debris to be disposed in containers or at locations on the Licensed Premises, which are designated for that purpose by Licensor.

4. **ALTERATIONS, SIGNS, ETC.** Licensee shall not mark, paint, drill into or in any way mar or deface any part of the Licensed Premises. Licensee shall not display or erect any lettering, signs, pictures, notices or advertisements upon any part of the outside or inside of the Licensed Premises or make any alterations or improvements in or to the Licensed Premises without the prior written consent of Licensor.

5. **REFERENCE TO ATLANTA BRAVES.** Licensee shall have no right to use in any manner the name, logos, trademarks, or designs of the Atlanta Braves or the names or likenesses of its players, coaches or umpires without the prior, written consent of Licensor in each instance in its sole and absolute discretion.

~~6. **AMBULANCE SERVICE.** If Licensee or its agents, representatives, managers, employees, patrons, players, performers or participants in or about the Licensed Premises shall at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with an injury or sickness occurring to any person or persons while within or about the Licensed Premises during the City Event or City Recreational Program, even though such service or services be made available or be obtained through Licensor, Licensee accepts full responsibility for the acts and conduct, or services rendered, of any physician or surgeon or ambulance service or other service.~~

7. **RESERVED.**

**8. CONCESSIONS.** Licensor reserves and retains to itself the privilege of using such parts of the Licensed Premises, as in its option, which shall be conclusive, are necessary or desirable for or to the operation of all concessions in the Licensed Premises including, without limitation, the concessions of checking clothing and other personal property, and the sale of drinks, food, tobacco products, programs and souvenirs, which concessions are reserved and retained by Licensor for the benefit of itself or its assignees, licensees or designees. ~~No concessions of any nature shall be operated by Licensee in or near the Licensed Premises without the express written consent and approval of Licensor. City Officials can secure staffing and concessionaires for City Events with prior written authorization from the Licensor.~~

**9. NON-EXCLUSIVE USE.** Licensee expressly acknowledges that besides the use of the Licensed Premises as contemplated by the Agreement, the Licensed Premises and various parts thereof and areas therein may, or will be used for the installation, holding or presentation and removal of activities, events and engagements other than the City Event or City Recreational Program, and that in order for the Licensed Premises to be operated as efficiently as practicable it may or will be necessary to have available the use of services and facilities of the Licensed Premises, including without limitation entrances, exits, truck ramps, receiving areas, marshaling areas, storage areas, passenger and freight elevators, and club and concession areas, to be scheduled or shared. Licensee agrees that Licensor shall have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined. In no event shall Licensee enter or use any area, part, service or facility excluded from the Licensed Premises without first obtaining Licensor's explicit consent and approval.

**10. LASER, PYROTECHNIC DEVICES, ETC.** Licensee shall not use or operate (or allow to be used or operated) any laser and/or pyrotechnic devices in connection with the City Event or City Recreational Program without the prior written consent of the Licensor, which may be withheld in its sole discretion. Licensee hereby agrees that with respect to the approved use and operation of any laser and/or pyrotechnic devices in connection with the City Event or City Recreational Program, Licensee shall comply with all laws, rules, regulations, prescriptions, criteria and policies of all Federal, state and local authorities or agencies applicable thereto including, without limitation, the rules, regulations and directives of the Fire Department. Licensee shall provide evidence, satisfactory to the Licensor, that it is licensed and insured for the use and operation of laser and pyrotechnic displays and the person(s) supervising and conducting any such laser and pyrotechnic displays should be properly licensed for such activities. Licensee shall deliver all supporting documentation confirming Licensee's compliance with the above requirements at least seven (7) days prior to any City Event or City Recreational Program.

**11. COMPLIANCE WITH LAWS.** This Agreement shall be construed in accordance with the laws of the State of Florida. Licensee shall comply with the requirements of all laws, orders and regulations of federal, state, county and municipal authorities and with any lawful direction of public officers which shall impose any duty upon Licensor or Licensee with respect to the Licensed Premises or other use and occupancy thereof, including such laws, orders and regulations with respect to discrimination as to race, creed, color, disability, sex or national origin. Licensee shall comply with the Standard Terms and Conditions, all rules, orders, regulations or requirements of Licensor and the Florida Inspection and Rating Bureau or any other similar body and shall not do or permit anything to be done in or about the Licensed Premises or bring or keep anything therein which shall increase the rate of fire insurance on the Licensed Premises or on property located therein, except as permitted by Licensor, the Fire Department, and the Florida Inspection and Rating Bureau or any other similar authority having jurisdiction.

**12. TAXES, LICENSES AND ADDITIONAL EXPENSES.** Licensee shall be responsible for and must pay for all governmental taxes, fees, licenses or other charges related to the performance of the City Event or City Recreational Program, regardless of whether or not the initial liability falls directly upon Licensee, including any expense or damage that Licensor may incur or sustain by reason of Licensee's noncompliance with any of the provisions of the Agreement shall be due and payable by Licensee to Licensor. Licensee shall assume all responsibility for and costs arising from the use of patented, trademarked, franchised or copyrighted materials, equipment, devices, or dramatic rights used on or incorporated in the Event including, without limitation, all music licenses required for the performance of the Event (e.g. from ASCAP, BMI, SESAC and any other applicable organization or individual) and all other applicable licenses and permits. Upon request, Licensee shall furnish satisfactory evidence of such license with Licensor prior to the City Event or City Recreational Program. Any expense or damage which Licensor may incur or sustain by reason of Licensee's noncompliance with any of the provisions of the Agreement shall be due and payable by Licensee to Licensor.

~~**13. COLLECTIONS.** No collecting, whether for charity or otherwise shall be made or attempted in the Licensed Premises without the prior written consent and approval of Licensor.~~

**14. DEFAULT.** In the event of any failure of Licensee to pay any sums due hereunder, or any failure to perform any other of the terms, conditions or covenants of this Agreement to be observed or performed by Licensee or if Licensee shall become bankrupt or insolvent, or file any debtor proceedings, or take or have taken against Licensee in any court pursuant

to any statute, either of the United States or any State, a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee of all or a portion of Licensee's property, or if Licensee makes an assignment for the benefit of creditors, or petitions for or enters into an arrangement, or if Licensee shall abandon said Licensed Premises, then Licensor, in addition to all other rights and remedies it may have, shall have the immediate right of reentry and may remove all persons and property from the Licensed Premises and such property may be removed and stored in a public warehouse or elsewhere at the cost of, and from the account of, Licensee, all without notice or resort to legal process and without Licensee being deemed guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby. Licensee agrees to pay on demand all expenses (including attorneys' fees) incurred by Licensor in enforcing any obligations of Licensee under this Agreement.

**15. FORCE MAJEURE.** If the City Event or City Recreational Program cannot take place, in whole or in part, because of an act of God, an act of terrorism, national emergency, war, labor dispute or any other cause beyond the control of Licensor, or which Licensor is unable to avoid by exercise of due diligence, Licensor shall have no obligation or liability whatsoever to Licensee as a result thereof.

**16. JURISDICTION.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida without reference to its conflicts of law principles. The parties agree that the ~~federal and state courts in the State~~ United State District Court Middle District of Florida and the Twelfth Judicial Circuit Court of Florida shall have personal jurisdiction over the parties with respect to, and that venue shall be proper in such courts with respect to, and that such courts shall be the exclusive forum for the resolution of any matter or controversy arising from or with respect to this Agreement.

**17. MLB RULES AND REGULATIONS.** Notwithstanding any other provision of this Agreement, this Agreement and any rights or exclusivities granted by Licensor hereunder shall in all respects be subject and subordinate to the Major League Baseball ("MLB") rules and regulations. The issuance, entering into, amendment or implementation of any of the MLB rules and regulations shall be at no cost or liability to Licensor, MLB or any related entities. This Agreement is subject to MLB approval and no amendment of this Agreement may be made without first obtaining all necessary MLB approvals. No rights, exclusivities or obligations involving the Internet or any interactive or on-line media (as defined by MLB) are conferred by this Agreement, except as are specifically approved in writing by MLB. Licensor hereby represents and warrants to Licensee that this Agreement and the rights conferred upon Licensee hereunder are compliant with MLB rules and regulations. Licensor shall provide guidance to Licensee with respect to any applicable MLB rules and regulations and in no event shall Licensee be deemed in breach of this Agreement as a result of a breach of an MLB rule or regulation by Licensee of which it has not been made aware in this Agreement or otherwise.

**18. TERMINATION.** The parties shall have the right to terminate this Agreement at any time by giving ~~thirty (30)~~ sixty (60) days prior, written notice to the other party in the event of a material breach of this Agreement and provided the breach has not been cured within fifteen (15) days of receipt of such written notice. If a dispute arises about the materiality of the breach, the Licensor and Licensee agree to first try in good faith to settle the dispute by mediation within thirty days before resorting to litigation. Upon termination of the Agreement, the parties' rights and obligations under the Agreement shall cease, with the exception of those rights and obligations that specifically survive the expiration or earlier termination of the Agreement.

**19. ASSUMPTION OF RISK.** Licensee agrees that all of its property or property of others brought or permitted by it upon the Licensed Premises shall be at the risk of Licensee and that Licensor shall not be liable to Licensee for any loss or damage to such property by reason of theft, damage, or other loss, or due to any "force majeure" event (as defined herein).

**20. NOTICES.** Except as otherwise herein expressly provided, any notice, request, communication or demand under this Agreement (collectively, "Notices") shall be in writing and shall be given to such party at its address listed below or such other address as such party may hereafter specify for the purpose by Notice to the other party. Each such Notice shall be deemed delivered to the party to whom it is addressed (a) if personally served or delivered, upon delivery, (b) if given by certified or registered mail, return receipt requested, deposited with the United States mail with first-class postage prepaid, seventy-two (72) hours after such Notice is deposited with the United States Mail, or (c) if given by overnight courier, with courier charges prepaid, twenty-four (24) hours after delivery to said overnight courier.

If to Licensor:

Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339  
Attention: Terry McGuirk, CEO

With a copy to:

Atlanta National League Baseball Club, LLC  
755 Battery Avenue SE  
Atlanta, GA 30339  
Attention: Greg Heller, Executive Vice President & Chief Legal Officer

If to Licensee:

City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286  
Attention: City Manager

With a copy to:  
City of North Port  
4970 City Hall Boulevard  
North Port, FL 34286  
Attention: City Attorney

**21. MISCELLANEOUS.** ~~A waiver of any breach of this Agreement or of any of the terms or conditions by either party hereto shall not be deemed a waiver of rights of said party to demand strict compliance with the terms hereof. All rights and remedies contained in this Agreement shall be cumulative and shall not limit any other right or remedy to which a party may be entitled. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties hereto.~~ This Agreement may not be modified, altered, or amended except in writing executed by both parties hereto. This Agreement shall be binding upon and inure to the benefit of successors and assigns of Licensor and Licensee. If any provision of this Agreement shall be held void, voidable, invalid or inoperative, no other provision of this Agreement shall be affected as a result thereof, and the remaining provisions of this Agreement shall remain in full force and effect as though such void, voidable, invalid or inoperative provision had not been contained herein. Reference in the Agreement or the Standard Terms and Conditions to any particular remedy shall not preclude the parties from any other remedy at law or in equity, including injunction or specific performance. Licensee ~~shall not assign, transfer, hypothecate or encumber, directly or indirectly, this Agreement (including the Standard Terms and Conditions), nor any rights granted or obligations undertaken thereby (including without limitation the sale, merger, stock or asset sale, reorganization, re-capitalization or other transfer of majority equity ownership of Licensee), and~~ shall not permit the Licensed Premises or any part thereof to be used or occupied by others, and any attempted assignment shall be null and void and of no force or effect by others. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Signatures on this Agreement received by Facsimile, Mail, and/or E-mail copies shall be deemed to be legal originals and signatures thereon shall be legal and binding.

#### **END OF STANDARD TERMS AND CONDITIONS**

## **EXHIBIT C – CITY INSURANCE REQUIREMENTS**

1. City Insurance. Throughout the Term of this Agreement, the City shall provide and maintain, at its expense, the following insurance or equivalent self-insurance for which the liability of the City shall be subject to Section 768.28, Florida Statutes with respect to any Claims caused by, resulting from, arising out of or in connection with the operations, duties and obligations of City pursuant to this Agreement:
  - (a) Commercial General Liability coverage with limits not less than \$1,000,000 each occurrence and in \$2,000,000 in the aggregate. Such insurance shall include coverage for contractual liability, products-completed operations liability, personal and advertising injury liability, participant legal liability (for athletic or sports activities, including any City ~~Recreational Programs~~ approved programs), premises liability, liquor liability (if applicable), third party property damage and bodily injury liability (including death).
  - (b) Automobile Liability coverage for liability arising out of City's use, operation and/or maintenance of any auto (including owned, non-owned, leased, hired or borrowed), with limits not less than \$1,000,000 combined single limit each accident for bodily injury and property damage.
  - (c) Workers' Compensation. The City is self-insured pursuant to Chapter 440, Florida Statutes covering all City employees. Such insurance policy shall also include Employer's Liability coverage with limits not less than \$1,000,000 each accident, \$1,000,000 disease-each employee and \$1,000,000 disease-policy limit.