CITY OF BILLINGS BALLPARK MANAGEMENT, OPERATION AND USE AMENDED AGREEMENT

This Agreement, by and between the City of Billings, a Montana Municipal Corporation, Billings, Montana, hereinafter designated as the "City," and Mustangs Baseball, LLC, a Montana Limited Liability Corporation licensed to conduct business as the Billings Mustangs, hereinafter designated as the "Team," hereinafter collectively referred to as "the Parties," states:

RECORDS:

The City and the Team's predecessor-in-interest entered into a Ballpark Management, Operation and Use Agreement dated June 26, 2008 (the "Prior Lease"): The City owns the baseball stadium located at North 27th Street and Ninth Avenue North, in Billings, Montana, more particularly described in Exhibit "A," attached, herein after referred to as the "Ballpark";

The Parties agree that the Team will continue to be the primary tenant of the Ballpark, and play its home games at the Ballpark;

The Team is a professional Team and a member of the Pioneer League, which is a member of the National Association of Professional Baseball Leagues, Inc. (NAPBL);

The Team desires to lease the Ballpark to provide professional affiliated baseball to the citizens of Billings;

The Team owns the exclusive right to arrange, control, promote and profit from playing professional baseball in the Billings area, and desires to enter into this Agreement with the City for certain activities to be conducted at the Ballpark;

The Team has unique industry experience in operating Minor League Baseball Teams, multi-purpose event facilities and stadia at the highest level and is considered a professional operator and expert in the field of sports and Ballpark management;

The City desires to permit the Team to use the Ballpark to play professional baseball, and the Team desires to use the Ballpark for those purposes;

The Team and the City desire that quality food, beverage and other concession services be available through concession operations located at the Ballpark;

The Ballpark attracts people to the City, provides economic benefit to the City and its residents, improves and promotes tourism and enhances the tax base of the City;

The City and the Team desire to permit reasonable use of the Ballpark by the Billings American Legion Baseball (BALB) program, the Montana State University Billings (MSU-B) baseball program and other youth baseball organizations;

The Team and the City acknowledge that the Ballpark is a community asset and intend that the Ballpark provide a venue for multiple activities and civic events in addition to professional and amateur baseball;

The Ballpark provides wholesome recreational and entertainment opportunities for the City residents;
The Ballpark provides residents and visitors from surrounding areas with an opportunity to attend professional baseball games, without the need to travel extended distances and, thus, increases the attractiveness of the City as a place in which to reside and work;

The Ballpark provides the Team with the premiere Ballpark in the Pioneer League in which it can profitably play as an affiliate of a Major League Baseball team;

The current term of the Prior Lease is set to expire on December 31, 2017;

The City, acting by and through its City Council, and the Team have agreed to terminate the Prior Lease as of the Effective Date of this Agreement;

The Parties agree that all rent and other sums payable, and all obligations to be performed by either party prior to this Agreement, have been paid and/or are satisfactorily performed;

The Parties also agree that there are no disputes between them affecting this Agreement;

The Parties desire a new Lease Agreement that is mutually beneficial, provides a first-rate venue for the Team, and keeps the Team in Billings, Montana.

In consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each Party, the Parties mutually agree to enter into a new Lease Agreement (the Agreement) as follows:

Section 1: Definitions. As used in this Agreement, the following words and terms shall have the following meanings, notwithstanding any other definitions to the contrary:

1.1 “Athletic Park Block” shall mean the city block within the North Park Neighborhood, one of the original residential and commercial centers of the City, that is bounded by Tenth Avenue North, North 27th Street, Ninth Avenue North and North 25th Street, as was used for baseball activities as Athletic Field, Cobb Field and, later, Dehler Park.

1.2 “BALB” shall mean Billings American Legion Baseball, an amateur baseball program.

1.3 “Ballpark” shall mean Dehler Park, located at Ninth Ave North and North 27th Street in Billings, Montana.

1.4 “Ballpark Permanent Fund” shall mean the Replacement, Rehabilitation and Repairs Improvement account, which is a permanent fund created by the City and held in a separate, dedicated account managed by the City, to pay for the Replacement, Rehabilitations, Repairs and Improvements of the Ballpark and its Structural Elements.

1.5 “Ballpark Repair Fund” shall have the meaning set forth in Section 6.1.

1.6 “Baseball Authorities” shall mean the Pioneer League, NAPBL, and the Baseball Office of the Commissioner.

1.7 “Baseball Events” shall mean all Team Home Games, BALB games, MSU-B games and youth baseball games played at the Ballpark.

1.8 “Baseball Rules” shall mean and includes (1) the constitution, bylaws, and other rules and regulations of the League of which the Team is a Member, (2) the articles of incorporation,
bylaws, and other rules and regulations of The National Association of Professional Baseball Leagues, Inc. d/b/a Minor League Baseball ("NAPBL"), of which the Team is a member, (3) the Professional Baseball Agreement (which incorporates by reference the Major League Rules), which is an agreement between the NAPBL and Major League Baseball’s National League and American League for and on behalf of their respective leagues and clubs. The term “Baseball Rules” includes, without limitation, any rule, regulation, restriction, guideline, resolution, or other requirement issued from time to time by any authority (e.g., the League President, the NAPBL President, or the Commissioner of Major League Baseball under any Baseball Rule including, without limitation, the annual NAPBL Gambling Guidelines (the “Gambling Guidelines”).

1.9 “Batting Cage Area” shall mean the area which includes the batting cage, netting, and an L-Screen.

1.10 “Budget Year” shall mean the City’s fiscal year, which runs from July 1 to June 30.

1.11 “City Event” shall mean any event and activity contracted for, arranged or scheduled by the City. These shall include, but shall not be limited to, City-sponsored and City-scheduled events, and other meetings, gatherings, or events that serve a community-enhancing purpose.

1.12 “Contents” shall include furnishings, equipment, tools, trade fixtures and personal property owned or used by the Team, which are not affixed to the Ballpark.

1.13 “Home Game” shall mean any Pioneer League game scheduled to be played or played by the Team at the Ballpark during any regular baseball season (including any Pioneer League playoff and All-Star games).

1.14 “Lease Year” shall mean each consecutive twelve-month period beginning on January 1 of each calendar year.

1.15 “Liabilities” shall mean any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including reasonable fees and expenses of attorneys, expert witnesses and other consultants).

1.16 “Minor League Baseball Facilities Standards” shall mean the baseball playing facilities standards set forth in Rule 58 (and Schedule 58) of the Major League Baseball Rules, which are incorporated by reference in the Professional Baseball Agreement, and the Official Professional Baseball Playing Rules, as amended and in effect at the time. Attached as Exhibit B.

1.17 “MSU-B” shall mean Montana State University – Billings, a university located in Billings, Montana.

1.18 “NAPBL” shall mean The National Association of Professional Baseball Leagues, Inc., a Florida not-for-profit corporation, which is the governing body of Minor League Baseball.
1.19 “Parks, Recreation and Public Lands (PRPL)” shall mean the City of Billings Department responsible for the management and maintenance of Dehler Park on the City of Billings’ behalf.

1.20 “Party” or “Parties” shall mean the City and the Team, either individually or collectively.

1.21 “Pioneer League” or “League” shall mean the Pioneer Professional Baseball League, Inc., a professional baseball league whose members are affiliated with Major League Teams, of which the Team is a member. The Pioneer League, in turn, is a member of the NAPBL.

1.22 “Persons” shall mean any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, unincorporated organization, governmental entity or any department, agency or subdivision thereof, or any other legal entity or combination thereof.

1.23 “Playing Field” shall mean the baseball playing field, including the infield, outfield and warning track located within the Ballpark.

1.24 “Primary Term” shall mean that period commencing as of the Effective Date of this Agreement and expiring at 11:59 p.m. on December 31, 2026, unless earlier terminated or extended as provided hereunder.

1.25 “Replacement, Rehabilitation, Repairs and Improvements” shall mean those repairs, rehabilitation, replacements or upgrades of equipment and that work which, together, are necessary to improve, replace or restore the Ballpark or its equipment into good working order, or to add to its useful life.

1.26 “Special Event” shall mean any event other than Baseball Events conducted at the Ballpark. Notwithstanding anything to the contrary contained in this Lease, a Special Event shall be a Team-sponsored Special Event.

1.27 “Structural Elements” shall mean each of the following: (i) the roof; (ii) the Ballpark’s foundation and its ceilings, walls, floors and concourse; (iii) all paved and carpeted surfaces; (iv) all pipes, wires, cables, fiber and optics; (v) the Playing Field; (vi) all mechanical, electrical, plumbing elements, including the HVAC system, irrigation and drainage systems (exclusive of sprinkler heads); (vii) the dugouts and all railings; (viii) the clubhouses, managers’ and coaches’ offices; (ix) the umpires’ locker rooms; (x) the Team offices; (xi) the concessions stands and vending areas; (xii) the press box; (xiii) the stairwells; (xiv) the restrooms; (xv) the Batter’s Eye; (xvi) the Ballpark lights and light poles; (xvii) the Scoreboard; and (xviii) the seats and seating bowl.

1.28 “Team” shall mean a limited liability company providing professional affiliated baseball.

1.29 “Team Season” shall mean the professional baseball games and exhibitions (including exhibition, preseason, regular season, all-star, playoff, and postseason games) held by the Team
and other members of the Pioneer League and any and all meetings, events, practices and workouts relating to such games and exhibitions.

1.30 "Term" shall mean, the Primary Term from the Execution Date of this Agreement to 11:59 p.m., December 31, 2026, and the Renewal Term(s), if any.

Section 2: Ballpark.

2.1 Boundaries. The boundaries of Dehler Park ("The Ballpark") shall include the ballpark and the area north of the ballpark from between left and center field to the sidewalk along 10th Avenue North, and all improvements thereon, as depicted in Exhibit "A".

2.2 Design. The Ballpark was designed and constructed to meet or exceed the Standards for Minor League Playing Facilities as set forth in the current version of Minor League Baseball Rule 58, and both the City and the Team will cooperate to ensure that those standards continue to be met in the future.

2.3 Field. To ensure the longevity of the playing field and to keep the playing field in peak playing condition and safe for the users of the field, the Team shall maintain the playing field in a condition that meets or exceeds the Minor League Baseball Ballpark Standards (MiLB Ballpark Standards). The Parties agree that the Team has established maintenance practices of the field that at the time of this agreement exceed the MiLB Ballpark Standards and are acceptable to the City. The methods used to achieve this level have been based in part by the onsite knowledge of the Team’s Field Staff. As such, the Team shall continue with these practices and consult with the Minor League Baseball Facilities Standards shown on Exhibit "B". The Parties agree, due to the desire to have BALB, MSU-B, and other community baseball teams have an opportunity to play at the Ballpark, that the field does receive an extraordinary amount of wear and tear that is not due to the play of the Team and as such, Team will use commercially reasonable efforts to maintain the field at a level outlined herein.

2.4 Administrative Offices. At all times during the term of this Agreement, the Team shall have the right to use designated administrative, Team office and storage space in the Ballpark as shown on Exhibit A attached herein, subject to the City’s right of inspection by authorized City representatives during regular business hours and upon 24 hours’ and at least one (1) business day’s advance notice. The City has the right to use of its office, and upon 24 hours’ and one (1) business day’s notice, the conference room and storage at the Ballpark.

Section 3: Effective Date and Term.

3.1 Effective date and Expiration Date. This Agreement is effective upon the date it is executed by the Parties, and will expire at 11:59 p.m. on December 31, 2026 (the “Primary Term”), unless sooner terminated or extended.

3.2 Options to Extend. At the end of the eighth (8th) year of this Agreement, both Parties shall mutually discuss the option to extend this Agreement, upon terms to be agreed upon by the Parties, for two (2) additional periods of five (5) years each (the "Renewal Term").

3.3 Surrender of Possession upon Termination. The Team agrees that upon termination of this Agreement it will surrender possession and deliver the Ballpark, including permanent fixtures installed by the Team, to the City. The Ballpark shall be surrendered and delivered in good, clean conditions except for ordinary wear and tear. Removable items, including items covered in Section 8.3, shall remain the property of the Team and may be removed at any time.
Section 4: Management, Operation, Scheduling and Use of Ballpark.

4.1 General. The Parties share the right and responsibility to manage, operate, administer, supervise and schedule the use of the Ballpark in a manner consistent with this Agreement, Minor League Baseball Industry Standards, and the priorities and understandings stated in this Section 4.

4.2 Priorities. Events at the Ballpark shall be scheduled in accordance with the following priorities:

a) Team Home Games. The Parties shall maintain and use the Ballpark for professional baseball games and related functions, including care of the playing field, as a first priority throughout the term of this Agreement;

b) Billings American Legion Baseball. The Team agrees to use reasonable best efforts to accommodate the game schedule needs of the Billings American Legion Baseball (BALB) program to the fullest possible extent throughout the term of this Agreement, subject to the first priority of Team Home Games, and upon reasonable terms and conditions, bearing in mind the long history and tradition of BALB baseball in Billings;

c) Montana State University- Billings. The Team agrees to use reasonable best efforts to accommodate the schedule of the MSU-B Baseball program throughout the term of this Agreement, subject to the priorities of professional and BALB baseball, and upon reasonable terms and conditions;

d) Non-Baseball Special Events. The Parties desire that the Ballpark provide a venue for multiple uses and civic events, subject to the priorities set forth in this Section; and

e) Youth baseball. The Parties understand the value to the community of encouraging the growth, development and popularity of baseball and agrees to use reasonable best efforts to accommodate requests by youth baseball programs to use the Ballpark to the extent possible and upon reasonable terms and conditions. These will be for championship games only.

4.3 Scheduling of Home Games and Baseball Events. The Team shall have the exclusive right and responsibility to schedule and manage Baseball Events at the Ballpark on available dates and in a manner consistent with, and subject to, the priorities stated in Section 4.2, above.

4.4 Home Games. The Team shall use the Ballpark for its scheduled home games, which include a minimum of thirty-seven (37) scheduled games plus the All Star Game (if held in Billings) and any home playoff and championship games to be scheduled during the Team Season. The Team Season will commence and end in accordance with the Pioneer League schedule of the same year, plus the necessary days for practice. However, with the goal of promoting affiliated Minor League Baseball and the Pioneer League, the Team may play one (1) home game per season at a location other than the Ballpark. The Team shall be responsible for providing a schedule of its home games to the City within fifteen (15) days of receiving the approved League schedule for each lease year.

4.5 Reserved dates for Parks, Recreation and Public Lands (PRPL). Within fifteen (15) days of receiving the schedule of both BALB and MSU-B games and the Team’s Home Games schedule, the Team and City shall agree to use reasonable best efforts to reserve up to fifteen (15) dates and times between May 1 and September 30 on which PRPL may schedule non-baseball events for all or a specified portion of the Ballpark. The months of June, July and August shall include a minimum of 1 block of three (3) days per month each. Any block of time set aside for a City event shall include times for setting up, holding and tearing down the event,
and all other uses of the Ballpark related to the event. It is understood and agreed, however, that if no event has been scheduled by PRPL within sixty (60) days of any reserved date, such date shall be deemed jointly available to the Parties for the scheduling of events on a first-come, first served basis. The City shall not permit any other professional baseball use of the Ballpark, at any time, during the term of this agreement, without prior written permission of the Team.

4.6 Scheduling of Special Events. The City and the Team each shall have the right and responsibility to schedule and manage non-baseball events at the Ballpark on available dates. Once mutually agreed upon, each Party shall have the exclusive right to use the chosen date for its special event. If the City or the Team has chosen a date and realizes that it will not hold an intended event, the Party will make the date available for use by the other Party. Throughout the year, each Party shall have the right to secure additional dates for Special Event uses that have not been selected as a Priority Date herein, at no cost to the other Party. These dates shall be secured by communicating the intended date in writing to the other Party within forty-eight (48) hours. In a case when one date is desired by both Parties, the Party that has held the date first (first hold) shall have the right to confirm the date by notifying the other Party within forty-eight (48) hours that it has received at least a one hundred dollar ($100) deposit to secure the desired date.

4.7 Calendar of Non-Baseball Special Events and Master Calendar. The City shall maintain a Calendar of Special Events at the Ballpark and promptly provide notice to the Team when any City Event is placed on said Calendar. In consultation and cooperation with PRPL, the Team shall maintain a Master Calendar of all events (Baseball Events, City Events and Special Events) at the Ballpark.

Section 5: Rent, Annual Financial Review and Taxes.

5.1 Fixed Annual Rent. For the term of this agreement, the Team will pay a fixed annual rent ("the Fixed Annual Rent") to the City in the amount of Sixty Thousand and No Hundredths Dollars ($60,000.00), in two equal payments of Thirty Thousand Dollars ($30,000.00) due on or before July 31 and December 31 of each year. The Fixed Annual Rent will be deposited in the "City of Billings Ballpark Permanent Fund" for major repairs and capital improvements to the Ballpark as outlined in Section 6.2 of this Agreement. The City warrants and represents that no other amounts currently are due and owing for the rights granted to the Team under this Agreement. Except as otherwise set forth herein, the financial obligations in effect during the term of this lease shall survive termination.

5.2 Annual Financial Review. The Team shall maintain financial records in proper form. A review of the City of Billings Ballpark Permanent Fund (established in Section 6.2, below), will be conducted annually by the Ballpark Review Committee (outlined in Section 6.4, below). The Team will provide the City Finance Department with a copy of the report provided to Minor League Baseball on the Team’s outstanding debt by October 31st each year of the contract. In addition, the Team will provide its most recent financial compilation report to the City’s Financial Advisor for a review and certification of solvency at the City’s expense each year, no later than 120 days after the close of the calendar year. The current Financial Advisor is Springsted Incorporated in St. Paul, MN. The City’s Financial Advisor shall be required to sign a non-disclosure agreement prepared by the Team prior to the Team providing it with financial information. The Team must be notified of any change to the Financial Advisor as outlined in Section 24.

5.3 Prohibitions on Liens Against the Ballpark. The Team shall not have the right to file or place liens of any type or character on the Ballpark. The Team also shall notify any contractor or subcontractor hired by, or doing work on behalf of, the Team that the contractor or subcontractor may not file any lien on the Ballpark. The City agrees to provide the team with copies of, and the Team agrees to fully comply with, all statutory laws concerning payment, performance, mechanics and materialmen’s bonds in advance of any and all contractors and subcontractors
performing work on the Ballpark during the Term of this Agreement. Copies of such bonds shall be provided to the City prior to the performance of any work, materials, service or labor on the Ballpark.

Section 6: Funding of Repairs and Renovations.

6.1 Ballpark Repair Fund. Normal repairs within the Ballpark costing $5,000 or less, within each calendar year, in the aggregate, will be undertaken by the Team as soon after discovery as can reasonably be arranged, the City shall establish a Ballpark Repair Fund of thirty thousand dollars ($30,000), in the aggregate, and shall contribute thirty thousand dollars ($30,000) to it each Budget Year to be used for individual repairs costing up to twenty-five thousand dollars ($25,000) each within each Budget Year. In order to expedite the repair process, the City Administrator or his/her designee is hereby authorized by the City Council to approve such repairs in keeping with the City’s Purchasing Policies and Procedures. All individual City-paid repairs of more than twenty-five thousand ($25,000) shall be considered Capital Repairs and shall be approved as outlined in Section 6.2, Capital Repair and Improvement Fund. The Party scheduling or hosting a Special Event or City Event shall each be responsible for the cost of repair of any damage occurring at its Event.

6.2 Capital Replacement, Rehabilitation, Repairs and Improvement Fund. The City has created and shall administer a fund known as the "City of Billings Ballpark Permanent Fund," which is a permanent fund of the City available for major repairs and capital improvements to the Ballpark (work beyond the scope of routine maintenance and repair duties described in Section 6.1 of this Agreement). Separate accounts within the permanent fund may be established and earmarked by mutual agreement of the Parties for particular uses, plans and projects within the Ballpark or Athletic Park Block. Prior approval of the Ballpark Review Committee, created in Section 6.4, below, is required to authorize any expenditure of funds from the Ballpark Permanent Fund. The City shall manage construction of all capital improvements. Any single expenditure from Permanent Fund exceeding twenty-five thousand dollars ($25,000) must receive prior approval from the City Council. Regardless of the amount of any expenditure, all contracts must comply with the City Purchasing manual and City contracting rules.

6.3 Annual Condition Review. On or before November 15 of each year, the City and the Team shall inspect the Ballpark together to identify and evaluate any Maintenance, Replacement, Rehabilitation, Repairs or Improvements needed for the Ballpark, and to plan for the construction and maintenance of, first, immediate priorities, and, second, long-term items requiring the aggregation of funds. Subsequent to that meeting, but no later than December 15 of each lease year, the Team and City shall jointly present and prepare to the Ballpark Review Committee (created in Section 6.4 below) for approval a budget for the next calendar year. This budget shall include, among other line items, one or more line items for the following:

a) Proposed capital or other projects;

b) Maintenance, replacement, rehabilitation, repairs and improvements required to maintain or improve the Ballpark;

c) Such other reasonable amounts as considered necessary to provide reserves for future maintenance, replacement, rehabilitation, repairs and improvements; and

d) To the extent possible, the Parties shall identify the desired capital projects for the next three (3) years. The Parties acknowledge that such priorities may change on a year-to-year basis.

6.4 Ballpark Review Committee. During the course of the year, a five (5)-member Ballpark Review Committee shall adjudicate disputes regarding what qualifies as repairs under Section 6.1 and to make recommendations to the City Council for expenditures exceeding twenty-five thousand dollars ($25,000) from the Ballpark Permanent Fund. The committee shall consist of
one (1) authorized representative each of the City and the Team, and three (3) mutually appointed members. The mutually agreed upon members shall be Billings residents identified in writing by the City and Team, who shall not be on the payroll of either party. Mutually agreed upon members are eligible to serve two (2) four (4)-year terms. All meetings of the Ballpark Review Committee will comply with Montana Open Meetings requirements.

Section 7: Cleaning, Maintenance, Management and Operations.

7.1 City Responsibilities. The City shall be solely responsible for ensuring the prompt completion of any and all replacement, rehabilitation, repairs and improvements for any and all equipment, fixtures and Structural Elements within the Ballpark (unless the Parties agree in writing that the Team shall be responsible), including the playing field and grounds, as outlined in Sections 6.1 and 6.2 above. Such repairs shall include the public address and sound systems; lighting of the concourse and playing field; backstop netting; roofs and downspouts; painting of walls, surfaces, windows and doors on the exterior of the Ballpark (excluding those broken by professional players, in which case, the Team shall be responsible); batting cage area; the batter’s eye; and underground utilities, including its drainage and irrigation systems (exclusive of sprinkler heads). The City shall coordinate any and all replacement, rehabilitation, repair and improvement projects with the Team to ensure that each such project is handled promptly and meets the Team’s needs.

7.2 Team Responsibilities. The Team has the responsibility to regularly clean, maintain, preserve, repair and safely operate the Ballpark in accordance with this Section and applicable laws and in such a manner as to meet or exceed all applicable standards of Minor League Baseball. The Team shall be responsible for cleanup after all Team Home Games and Special Events. The Team shall also be responsible for all parking attendants, police details, security and ushers during Team Home Games and Special Events. Additionally, the Team shall be responsible for replacing all windows broken by Pioneer League players. The Team shall repair any material damage (excluding ordinary wear and tear) to any furniture, fixtures, appliances, lockers or other appurtenances of the Ballpark resulting from any act of the Team, including its employees, players and coaches, as well as the personnel of visiting professional team, or reimburse the City for the actual cost of such repairs. The Team shall be responsible for ensuring the prompt completion of any and all replacement, rehabilitation, repairs and improvements for any and all equipment, fixtures and Structural Elements within the Ballpark, including the Playing Field, up to a total of five thousand dollars ($5,000), as outlined in Section 6.1 above. In addition, the Team is responsible for maintaining and repairing any equipment owned by the Team or located in the Team offices, as well as damage to any part of the Ballpark by any Pioneer League players.

7.3 Team Responsibilities for Playing Field Maintenance. To ensure the longevity of the Playing Field and to keep it in peak playing condition and safe for its users, the Team shall maintain the Playing Field in a condition that meets or exceeds the Minor League Baseball Facility Standards (MiLB Facility Standards). The Parties agree that the Team has established maintenance practices of the field that at the time of this Agreement exceed the MiLB Facility Standards and are acceptable to the City. The methods used to achieve this level have been based in part by the onsite knowledge of the Team’s Field Staff. As such, the Team shall continue with these practices and consult with the Minor League Baseball Facilities Standards shown on Exhibit “B”. The Parties agree, due to the desire to give BALB, MSU-B, and other community baseball teams an opportunity to play at the Ballpark, that the field does receive an extraordinary amount of wear and tear that is not due to the play of the Team and as such, the Team shall use commercially reasonable efforts to maintain the field at a level outlined herein.
The Team shall maintain the Playing Field at its own expense including, but not limited to, the following:

a) Dragging, raking and edging non-turf areas;  
b) Chalking boundary lines;  
c) Installing bases;  
d) Placing tarps on all specific areas as necessary;  
e) Maintaining all sprinkler heads and hose bibs;  
f) Fertilizing, mowing and watering the grass;  
g) Painting and maintaining the infield and outfield; and  
h) Aerification and top-dressing.

7.4 City Responsibilities for Playing Field Maintenance. The Parties acknowledge that the Playing Field is a Structural Element of the Ballpark and, as such funds for its fencing, irrigation system and drainage system shall, when possible, come from the Ballpark Permanent Fund.

7.5 Compliance with National Baseball Standards. The Ballpark and the Playing Field must, at all times, remain in compliance with all NAPBL rules and the MiLB Facilities Standards. Part of the Annual Condition Review outlined in Section 6.3 will identify any areas of non-compliance with NAPBL rules, and include a work plan and time line to rectify the deficiencies in the plan presented to the Ballpark Review Committee. The City and Team shall cooperate to ensure that those standards continue to be met in the future.

7.6 Cleaning. The Team agrees that all public areas within the Ballpark, including seating, entrances, restrooms and concession facilities, will be cleaned daily if needed by Team personnel using Team equipment with cleaning agents with complete (MSD) information on site. The Team shall follow procedures approved by the RiverStone Health Department. The entire Ballpark will be cleaned at least monthly from April to September. All refuse shall be removed and placed in appropriate refuse containers at a central location on or about the Ballpark, as designated by the City.

7.7 Cleaning Following City Events. The City shall be responsible for cleaning areas used during City Events at the Ballpark with City personnel using City equipment, and following procedures approved by the RiverStone Health Department.

7.8 Inspection and Remedies for Non-Performance. To ensure the Team’s compliance with cleaning, maintenance and concessions operations, the City’s representatives shall inspect the Ballpark at the end of each quarter, after giving the Team five (5) business days’ notice. In the event that either Party does not satisfactorily perform its cleaning, upkeep or maintenance obligations under this Agreement, the other Party may demand remedies and, if they are not forthcoming, may remediate problems and charge the other Party for them.

7.9 Landscaping and Pest Control. The City shall be responsible for all landscaping outside the Ballpark and within the Athletic Park Block. The Team shall be responsible for day-to-day maintenance, including pest, insect and animal control of the Playing Field. The City shall be responsible for pest, insect and animal control services on an as-needed basis within the Athletic Park Block.

7.10 Utilities. The City shall be responsible for the connections to bring water, hot water, electricity, natural gas, and sewer to the Ballpark (including Clubhouses) and providing any Maintenance, Replacement, Rehabilitations, Repairs or Improvements necessary to provide the
aforementioned services. The Team shall pay for all utility services consumed at the Ballpark including, without limitation, all electricity, heating and cooling, telephone, Internet, cable or satellite TV service, drinking water and irrigation, and natural gas. The City shall provide, at no cost to the Team, snow plow and snow removal services within the Athletic Park Block.

7.11 Security. The Team shall provide security within the Ballpark and pay for up to two (2) uniformed police officers for all Team Home Games held at the Ballpark.

7.12 Personnel. Each Party shall hire and be responsible for all personnel employed to conduct its business. Team personnel shall include, but are not limited to, ushers, ticket takers, concession workers, first-aid attendants, merchandise sales people, cleaning crew, and other related personnel. Each Party agrees not discriminate in its hiring and to use best efforts to encourage job applications from City residents.

Section 8: Capital Improvements.

8.1 Interior and Exterior Improvements. The City will make improvements to and decorations of the exterior and interior of the Ballpark at the requesting Party’s expense. Any structural improvements will be approved in advance, in writing, by the Team, the Ballpark Review Committee and the City Council. All projects will comply with all permitting and construction requirements, and with all federal, State and local laws and ordinances when making permanent improvements to the Ballpark. Any improvements made by any one Party shall be considered under this Agreement as being to the benefit of all Parties. Permits will be acquired by the Team for any project costing ninety-nine thousand nine hundred ninety-nine dollars ($99,999) or less and by the City for projects costing one hundred thousand dollars ($100,000) or more.

8.2 Improvements Become City Property. The Team acknowledges that any permanent real property improvements made, with the exception of the addition of any L.E.D. boards or signs (which shall be considered personal property and shall remain property of the purchasing Party), shall immediately become the property of the City, notwithstanding the fact that the same may have been acquired, purchased, installed or placed in the Ballpark by the purchasing Party.

8.3 Zip Line. Notwithstanding anything contained within this Agreement, the zip line and any other rides or amusement activities purchased by the Team for use in the Ballpark shall remain the property of the Team. The zip line and any rides or play area must be certified by a mutually agreed-upon, third-party professional inspector.

Section 9: Concessions, Fundraising, Pricing and Revenue.

9.1 Team Authority for Ballpark Concessions. The Team shall be the sole and exclusive vendor of food, drink, and novelty items for all Ballpark Events, except those sponsored by the City. This will include Team Home Games, Team Special Events, and all other non-City activities and events held at the Ballpark for the Term of this Agreement. The Team shall determine pricing at these events, be the sole beneficiary of all revenues derived from the operation and sales of concessions and merchandise for its Home Games and non-City Events.

9.2 City Authority for Ballpark Concessions at City Events. For City Events, the City or a designated third party shall be the sole and exclusive vendor of food, drink and novelty items. The City shall determine prices at all City Events and be the beneficiary of all revenues. The City
agrees that neither it nor its designated third parties will use the concession equipment, storage or space utilized by the Team for its provision of services.

9.3 Authority to Grant Concession Rights. Either Party may grant concession rights to a third party or third parties (i.e., concessionaires) as it deems appropriate for the conduct of its business at the Ballpark.

9.4 Prohibition of Outside Consumables. Either Party shall have the right to prohibit patrons and guests from bringing into the Ballpark any outside food and/or drink to its Home Games, Special Events and activities. Should any Party choose to allow patrons to bring in outside food or drink, the allowing Party shall immediately assume all liability and responsibility for such actions, and hold harmless the other party.

9.5 Provision of Alcohol. The Team or its designee shall be the exclusive holder of pouring rights at all non-City events in the Ballpark, including beer, wine and all types of liquor, and shall retain all revenues derived from the sale of alcoholic beverages. The Team (or its designee) shall maintain valid and appropriate licenses to sell beer, wine, liquor and other alcoholic beverages at Home Games, Special Events and all other activities and events held at the Ballpark. The City or its designee shall have the exclusive right to pouring rights at City Events.

9.6 Conduct of Sales. The Team agrees to conduct concession sales in a clean, professional, and businesslike manner similar to operations in other Minor League ballparks and agrees to comply with all local, state and federal laws and regulations.

Section 10: Naming Rights.

10.1 Ballpark Naming Rights. The right to name the Ballpark, and all revenue from the sale of such right, belongs exclusively to the City until June 26, 2032. The Team shall not have any right or other interest in the name of the Ballpark during this period. After June 26, 2032, the Team shall have the exclusive right to name the Ballpark and retain all revenues from the sale of such naming rights so long as the Team continues to play baseball at the Ballpark.

10.2 Playing Field Naming Rights. During the Term, the Team shall have the right to sell, lease, or license the naming rights to the Playing Field (example: Company X Field at Dehler Park) (the “Playing Field Naming Rights”), but any such sale, lease, or license must be approved by the Billings City Council, whose approval shall not be unreasonably withheld, conditioned or delayed. The Team shall retain the revenue from the sale of the Playing Field Naming Rights and such rights shall include, among other things, appropriate signage in and around the Ballpark, including, but not limited to, the current main entrance.

10.3 Use of the Ballpark Name and Logo. The Parties agree to include the name of its Playing Field when referring to the Ballpark name for all Team Home Games, Team-Sponsored Events or scheduled Special Events and Team activities, as well as all City –Sponsored or scheduled City Events. In any printed statement, including tickets related to any game or event occurring at the Ballpark, the Parties agree to use the name and logo of the entity securing such Playing Field Naming Rights in addition to the Dehler name.

10.4 Scoreboard Signage. After September 30, 2017, the Team shall have the exclusive right to sell signage and retain the revenue received for the marketing, advertising and naming signage located on the scoreboard. Prior to September 30, 2017, the Team shall honor the following obligations that give the City the exclusive right to revenue received from the following:
a) Wendy’s of Montana. The existing Wendy’s sign shall remain on the scoreboard through September 30, 2017, and the Team shall provide Wendy’s with four tickets to all events to be held in the Ballpark through that period. No less than thirty (30) days prior to September 30, 2017, Wendy’s shall have an option to renew its scoreboard advertising at the fair market rate.

b) First Interstate Bank. The existing First Interstate Bank sign shall remain on the scoreboard through September 30, 2017, and the Team shall provide First Interstate Bank with four tickets to all events to be held in the Ballpark through that period. The number of advertisers on the scoreboard will be limited to four (4) companies in addition to the Bank, and none of the other advertisers on the scoreboard may represent the financial services industry. No less than thirty (30) days prior to September 30, 2017, First Interstate Bank shall have an option to renew its scoreboard advertising at the fair market rate.

c) Pepsi. All revenue received from Jean E. Dimich and Mike D. Dimich and Sons d/b/a Pepsi-Cola Bottling Company of Billings (“Pepsi”) for scoreboard advertising prior to September 30, 2017, belongs exclusively to the City. The existing Pepsi sign shall remain on the scoreboard through September 30, 2017, and the Team shall provide Pepsi with four (4) tickets to all events to be held in the Ballpark through that period. No less than thirty (30) days prior to September 30, 2017, Pepsi shall have an option to renew its scoreboard advertising at the fair market rate.

10.5 Scoreboard Replacement. The Parties acknowledge that the scoreboard will need replacement within four (4) years.

10.6 Length of Term. Any naming and advertising rights sold by the Team shall not extend beyond the term of this agreement without the express written consent of the City.

Section 11: Advertising and Logos.

11.1 Sole Right of Advertising. The Team shall have the sole and exclusive right to erect advertisement signs and banners within and on the exterior of the Ballpark (including signage that faces to the exterior of the Ballpark) in compliance with City Code, and retain all revenues from the sale of such signs or advertising, subject to the limitations of Section 10. This right shall include the ability to place advertising signs on the outfield fence and at other locations within and around the Ballpark, and to retain all monies from such sales. The Team shall have the right to display its logos throughout the Ballpark.

11.2 No Transfer Rights. The City agrees not to sell, transfer, rent or give to any third party any advertising space in or on the Ballpark.

11.3 Standards. Without exception, the sale of marketing, advertising and naming rights in the Ballpark shall be undertaken in a manner consistent with the standards of MiLB, and recognizing the Ballpark is intended to provide an environment suitable for family entertainments.
11.4. Reversion in Case of Default. All marketing, advertising and naming rights of the Team and any revenue derived therefrom in the future shall revert to the City in the event the Team defaults or otherwise terminates the agreement.

Section 12: Broadcasting, Telecasting, Webcasting and Live Streaming. Each Party shall have the right to broadcast, telecast, webcast and live stream its Home Games, activities and events via broadcast TV, cable TV, radio, and the Internet, and that Party shall bear all costs and receive and retain any and all revenues, if any, generated therefrom.

Section 13: Fire, Life Safety and Emergency Exits. The Team shall maintain all life and safety operations and emergency exit systems at all times that the Ballpark is in use, as required by the Billings Fire Department. In addition, the Team agrees to comply with the Life Safety Code and, in specific, the following items.

a) Emergency lighting shall be provided as required by City Code.

b) Fire extinguishers shall be inspected monthly and the date and initials of each inspection noted on an inspection card attached to each extinguisher. The fire extinguishers will be serviced and properly mounted with Type K extinguishers placed in or near each cooking area.

c) Fire hoses shall be inspected monthly during the operating season and all deteriorated hoses and corroded hose connections will be replaced according to the Uniform Fire Codes Compliance with the above Fire Codes will be done at Team expense.

d) The Ballpark is smoke free and smoking shall not be permitted anywhere within the ticket booths and entrance fences, locker rooms, spectator seating, and field areas.

e) The handicapped accessibility and seating areas shall be appropriately equipped and clearly indicated.

Section 14: Fireworks and Displays. Fireworks and similar displays will be permitted in accordance with applicable laws and ordinances and in the discretion of appropriate City authorities. At no time shall any such displays interfere with operations of the Billings Logan Airport.

Section 15: Concerts. The Parties shall be permitted to host concerts, conventions and other such large gatherings of people in the Ballpark, subject to the City’s noise regulations and times restrictions, and appropriate permits. To avoid damage to the Playing Field, either Party may, at its expense, construct, rent or erect a movable stage and temporary eating and entertainment facilities, or any other temporary improvements it shall deem appropriate to protect the Playing Field at all times.

Section 16: Continuation of Professional Baseball at the Ballpark.

16.1 Continuing Operations. During the term of this Agreement, the Team agrees to maintain membership in the NAPBL and to operate a professional baseball team in Billings, Montana, at the Ballpark.

16.2 Covenant Not to Relocate. Consistent with Section 4.4, the Team agrees to schedule and play its home games at the Ballpark during the entire Term of this Agreement, and provided that the Ballpark continues to meet or exceed all applicable standards of professional baseball, covenants not to relocate the playing site of more than one of its home games each year without the prior written consent of the City.
16.3 Ballpark Sale. The City shall not sell, list for sale or otherwise make available control of the Ballpark or any part thereof to any party for the Term of this Agreement.

Section 17: Assignment/Sublease. The Team may assign this Agreement, with the approval of the City (which shall not be unreasonably withheld, conditioned or delayed) to any persons succeeding in ownership of the Team, provided that such successor is approved by both the Pioneer League and NAPBL. Further, the successor shall commit to the Terms of this Agreement and shall keep the Team Home Games playing at the Ballpark under its terms. Notwithstanding anything to the contrary contained in this agreement, the Team may grant concessions rights to a third party or parties.

Section 18: Announcement. The Team agrees to make the following announcement before each event that takes place at the Stadium

"Ladies and Gentlemen:

Welcome to Dehler Park owned by the City of Billings, and the proud home of your Billings Mustangs. For your safety, the Mustangs and the City of Billings ask you to take a moment to familiarize yourself with the nearest passageways and exits to be used in case of fire or other emergencies.

These exits are located at (description of exits).

Also, we would like to remind you that Dehler Park is a SMOKE-FREE Ballpark by order of the Billings City Council. Further, please be attentive to the field of play because at times objects, such as bats and balls, may enter the seating area.

Thank you for your cooperation."

Section 19: Non-Discrimination. The Parties agree not to discriminate in any manner on the basis of age, gender, marital status, race, color, creed, handicap, height, weight, or national origin with respect to any applicant or employee, and will use their best efforts to conform in all respects to the pertinent provisions of Federal, State or local laws, ordinances, rules and regulation of employment practices. The Parties further agree that, in serving the public, their employees shall not discriminate or permit discrimination on the grounds listed above, or refuse to serve a person or group of persons in any manner prohibited by Federal, State or local laws, rules, ordinances or resolutions.

Section 20: Adherence to City, State and Federal Rules.

20.1 Team. The Team agrees to abide by all applicable municipal, State and Federal laws, ordinances, rules and regulations, and to obtain all necessary and proper licenses, permits and authorizations for the conduct of business at the Ballpark.

20.2 City. The City shall be responsible for ensuring that all Replacement, Rehabilitation, Repairs and Improvements to the Ballpark funded by the Ballpark Permanent Fund are done in compliance with City and State laws, fire prevention and building codes, as well as all other applicable laws, ordinances, rules, regulations and codes.

Section 21: Taxes and Licenses. The Team shall pay and discharge all applicable taxes of any kind, including, but not limited to, the State of Montana privilege tax on beneficial use of otherwise tax exempt property, as provided in 15-24-1203, MCA, and all other assessments, penalties, charges, rates or liens levied on any part of the Ballpark or on any improvements or fixtures. Notwithstanding the foregoing, the Team may avail itself of any and all abatement remedies available to it. The City shall be responsible for and shall relieve the Team of any obligation for the payment of any and all surcharges, assessments, licenses (excluding the liquor
license), permit fees, and any other new or existing taxes imposed by the City subsequent to the Effective Date of this Agreement as a result of, related to, or arising from any use of the Ballpark.

Section 22: Indemnification.

22.1 The Team and each contractor or subcontractor of Team performing work on the Ballpark and other organizations using the Ballpark shall indemnify, defend and hold the City harmless from and against all claims, liabilities, damages, losses, judgments and expenses including reasonable attorney’s fees and litigation costs arising out of or resulting from the negligent acts or omissions of anyone they employ directly or indirectly, including subcontractors, agents and volunteers. All users shall agree to, acknowledge and sign applicable document(s) containing this indemnification.

22.2 The City and each contractor or subcontractor of the City performing work on the Ballpark and other organizations using the Ballpark shall indemnify, defend and hold the Team harmless from and against all claims, liabilities, damages, losses, judgments and expenses including reasonable attorney’s fees and litigation costs arising out of or resulting from the negligent acts or omissions of anyone they employ directly or indirectly, including subcontractors, agents and volunteers. All users shall agree to, acknowledge and sign applicable document(s) containing this indemnification.

Section 23: Insurance.

23.1 Team Responsibilities. The Team and each other organization using the Ballpark, including but not limited to BALB and MSU-B, or providing services to a Special Event or City Event at the Ballpark, shall annually renew and carry liability and property, fire and casualty insurance naming the City as a primary, non-contributory insured when applicable, as approved by the Billings City Attorney. Except for Liquor Liability insurance, all other required insurance will be in the minimum amount of One Million Five Hundred Thousand and no/100 Dollars ($1,500,000) per occurrence (MCA Section 2-9-108(1) and shall be in effect for the entire Team Season, including practice and scheduled games, for zip line and other amusement rides and events, for the Term of this Agreement. Prior to the start of the Team Season each year, the Team and all other permitted users shall provide the City a Certificate of Insurance made out to the City of Billings and naming the City of Billings as a primary, non-contributory insured in all categories of insurance. A waiver of subrogation will be endorsed in favor of the City. Upon written request, the Team and all other seasonal and single event users shall obtain a Commercial General Liability (GCL) insurance policy and provide a copy to the Billings City Attorney. The City reserves the right to require reasonable increases in insurance coverage or changes in types of coverage as the circumstances or insurance industry practices may require. The City shall be notified by Team or its insurer in writing thirty (30) days prior to any cancellation or nonrenewal of the policy. The notice of cancellation must be sent to the City.

23.2 Liquor Liability Insurance. The Team, each vendor providing services to a Team Event or City Event, and all other seasonal and single event users shall also obtain a separate liquor liability insurance policy or endorsement in the amount of One Million and no/100 Dollars ($1,000,000) per occurrence naming the City as a primary, non-contributory insured when any alcoholic beverages are sold or consumed during any event. The Liquor Liability Policy will provide coverage for premises operations, independent contractors (vendors) and Products and Completed Operations. The City will be named as an additional insured. The Team’s Liquor Liability Insurance will be primary and non-contributory with the City’s insurance. A waiver of subrogation in favor of the City will be endorsed to the Liquor Liability Policy.

23.3 City Responsibilities. If all or a significant portion of the Ballpark is damaged or destroyed by fire or other casualty, to the extent such loss is covered by insurance, the City shall repair and rebuild the Ballpark with reasonable diligence to the condition immediately before the
loss, the condition required by law and Minor League Baseball Facilities Standards. Such repairs or rebuilding shall be completed as soon as reasonably possible and in consultation with the Team. If, in the mutual judgment of the Parties, there is substantial interference with the operation of the Team’s use of the Ballpark that requires the Team to temporarily use another Ballpark, the sole remedy will be a pro rata abatement of payments due to the City in this Agreement for the period of time such interference has occurred. The Team shall have the right to schedule home games at another Ballpark during such time.

If the Ballpark is not or cannot be restored to the condition immediately before such casualty or loss, the condition required by law and to Minor League Baseball Facilities Standards following such casualty or loss, this Agreement may be cancelled and voided by either of the Parties. Under such termination, neither Party shall have any claim of any kind or type against the other Party.

23.4 Breach and Remedies. Should any material condition of this Agreement be violated, a notice thereof in writing shall be issued; and if said breach is not corrected within thirty (30) days of said notice, then the Parties shall commence the dispute resolution process delineated in Section 26. This clause shall not require the termination of this Agreement, nor shall it prevent the issuance of any other remedy at law or in equity.

Section 24: Complaints and Notices. Any complaints by the City with regard to the Team or the operation of the Ballpark shall be directed by the City Administrator or designee in writing to the Team’s Managing Partner and General Manager. Any complaints by the Team directed to City shall be made in writing by the Team’s Managing Partner or General Manager to the City Administrator and designee. Notices as provided for in this Agreement shall be given to the respective Parties at the respective addresses designated in this Section 24 unless either Party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a Party in writing or other communication, such message shall be considered given under the terms of this Agreement when sent, addressed as above designated, postage prepaid, by United States Certified Mail, Return Receipt Requested or via Federal Express or other overnight courier, or when said notice is hand-delivered to the respective Party.

For Notices to the Team:

MUSTANGS BASEBALL, LLC

C/o David Heller
Managing Partner
92 Adriatic Avenue
Tampa, FL 33606

and
The General Manager
THE BILLINGS MUSTANGS
Dehler Park
P.O. Box 1553
Billings, MT 59103

For Notices to City:

City Administrator
CITY OF BILLINGS
210 North 27th Street
Billings, MT 59101

and

The Director
Parks, Recreation and Public Lands Department
390 N. 23rd St.
Billings, MT 59101

All consents, approvals or permissions required to be obtained under this Agreement shall be in writing and may be delivered by facsimile or electronic transmission.

Section 25: Default.

25.1 Team Responsibilities. The Team shall be considered in default of this Agreement if:

a) The Ballpark is abandoned or vacated by the Team; or

b) Proceedings are commenced against the Team by any court under a bankruptcy act or for the appointment of a trustee or receiver of the Team’s property; or

c) The Team fails to perform any of its material conditions or obligations under this Agreement after thirty (30) days receipt of written notice and the Parties have completed each of the phases of Dispute Resolution outlined in Section 26 below.

25.2 No Default for Strike or Absence of Professional Baseball Agreement: The Team shall not be considered in default in the event of a baseball strike or the failure to agree in a timely matter to a new Professional Baseball Agreement by either the MLB or the MiLB.

25.3 City Responsibilities. The City shall be considered in default of this Agreement if:

a) The Ballpark fails to remain in compliance with MiLB Facilities Standards for any two consecutive years.

b) Proceedings are commenced against the City by any court under a bankruptcy act, or for the appointment of a trustee or receiver for the City.

c) The City fails to perform any of its material conditions or obligations under this Agreement after thirty (30) days receipt of written notice and the Parties have completed each of the phases of Dispute Resolution outlined in Section 26 below.
25.4 Default Remedies. In addition to any other remedy provided in this Agreement, the Parties shall be entitled to remedy any default following the expiration of the required notice as follows:

- a) Recovery of monies due and owing, together with interest from date such monies were due;
- b) A right of specific performance of non-monetary covenants and agreements;
- c) Cancel and terminate this Agreement immediately or at any date elected by the non-defaulting Party;
- d) If this Agreement is terminated because of the Team’s default for any reason, the amount to be paid by the Team shall be equal to the principal amount owed plus accrued interest.
- c) If this Agreement is terminated because of the City’s default for any reason, the amount to be paid by the City shall be equal to the amount of Rent owed under this Agreement, plus accrued interest.

Section 26: Dispute Resolution. If a dispute arises concerning any provision in this Agreement, the Parties shall follow this order of resolving the dispute:

- a) The Parties shall first attempt to informally resolve the dispute.
- b) If the matter remains unresolved, the Parties shall then attempt to resolve the dispute through mediation using an agreed-upon process.
- c) If mediation does not resolve the dispute, the Parties may mutually agree to binding arbitration with an agreed upon process; however, the Parties are not obligated or required to submit the dispute to binding arbitration and may proceed to d) below without such mutual agreement.
- d) The Parties may unilaterally pursue other remedies including but not limited to litigation.

Section 27: Quiet Enjoyment. During the Team’s use and occupancy of the Ballpark hereunder, the Team shall have and be entitled to the quiet enjoyment with respect to the use and occupancy of the Ballpark, use of all assets located at the Ballpark, and the enjoyment of the privileges herein granted without interruption or interference by any Persons.

Section 28: Compliance with Baseball Rules.

28.1 Compliance with Baseball Rules. The City hereby acknowledges and agrees that all rights and entitlements granted under this Agreement to the Team are expressly subject to, and must conform with, all Baseball Rules. The City acknowledges having received a copy of the bylaws, the National Association Agreement, the Professional Baseball Agreement, Major League Constitution, Major League Rules and Gambling Guidelines. The Team shall hereinafter keep the City apprised of any material change made to any of the Baseball Rules that could reasonably affect the rights or benefits of the City under this Agreement.

28.2 Regulated Transactions. The Parties mutually acknowledge that stadium leases and license agreements, including this Agreement, constitute “Regulated Transactions” under Rule 54(a)(3)(C) of the Major League Rules and, to be effective, must be disclosed to the Baseball
Authorities and comply with the Baseball Rules. Notwithstanding anything to the contrary contained in this Agreement, this Agreement shall not be effective until disclosed in accordance with Rule 54(a)(3)(C) and found to be in compliance with the Baseball Rules in all respects.

Section 29: Miscellaneous.

29.1 Relationship. It is understood and agreed that no agent, servant, employee, contractor or subcontractor of the Team shall under any circumstances be deemed an agent, servant or employee of the City, and that no agent, servant or employee of the City shall be under any circumstances be deemed an agent, servant or employee of the Team. The City shall not be responsible to any Persons for any act or omission of the Team, or any of their employees, agents, contractors or representatives. Likewise, the Team shall in no way be responsible to any persons for any act or omission of the City, or any of its employees, agents, contractors or representatives.

29.2 Applicable Law and Venue for Litigation. This Agreement shall be governed in all respects by the laws of the state of Montana, and the Parties expressly agree that venue for any litigation related to this Agreement shall be in the Montana Thirteenth Judicial District Court, Billings, Yellowstone County, Montana, and there shall be no other venue for resolution of disputes arising from the Agreement or the performance of its terms.

29.3 Attorney Fees and Costs. In the event it becomes necessary for any Party to this Agreement to retain an attorney to enforce any of the terms or conditions of the Agreement, the prevailing Party shall be entitled to a reasonable attorney's fee and costs, including such fees and costs for the percentage of time spent on the matter in question by in-house counsel.

29.4 Amendment and Modification. The Parties hereby agree that any amendments or modifications to this Agreement or any provisions herein may be requested at any time during the term of this Agreement and, if mutually agreed upon, shall be made in writing and executed in the same manner as the original document and shall, after execution, become a part of this Agreement. Negotiations for amendments or modifications of this Agreement shall be conducted in good faith and in a manner consistent with the spirit and purpose of this Agreement.

29.5 Time is of the Essence: In all matters concerning or affecting this Agreement, time is of the essence.

29.6 Good Faith. The Parties at all times during the Term of this Agreement shall act and deal in good faith with each other in the performance of this Agreement and in working toward the commercial success of the Team as well as the enhancement of the reputation of the City and the Team.

29.7 No Presumption of Drafting. This Agreement is the result of combined draftsmanship and review of the Parties hereto and their respective agents, accordingly, there shall be no presumption or interpretation of this Agreement based on its having been drafted by one Party.

Section 30: Entire Agreement. This Agreement constitutes the entire agreement between the Parties and, as of the Effective Date, supersedes, amends, nullifies and replaces in its entirety the Prior Lease and any and all prior understandings or agreements by or between the Parties and their predecessors, written or oral, to the extent any relate to the management and maintenance of the Ballpark, in whole or in part. There are no oral understandings, terms or conditions not contained in this Agreement and none of the Parties herein have relied on any representation, express or implied, not contained in this Agreement. All prior terms, understandings, or conditions are deemed to merge in this Agreement, and this Agreement can only be changed or supplemented by an agreement in writing that is signed by all of the Parties. No term, covenant, condition, or breach of this Agreement shall be deemed to have been waived unless such waiver
is expressed in writing and executed by the Party waiving same. Paragraph headings are for convenience only and shall not be considered in any interpretation of this Agreement.

Section 31: Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the Agreement.

PASSED AND APPROVED by the City Council of Billings, Montana, this 24th day of April, 2017.

CITY OF BILLINGS,

By: [Signature]
Thomas W. Hanel, Mayor

ATTEST:

[Signature]
Denise R. Bohlman, City Clerk

APPROVED AS TO FORM:

By: [Signature]
Brent Brooks, City Attorney

MUSTANGS BASEBALL, LLC,
A Montana Limited Liability Corporation

By: [Signature]
David Heller, Managing Partner
MINOR LEAGUE FACILITY STANDARDS & COMPLIANCE INSPECTION PROCEDURES

Voted upon: December, 1990
Went into effect: 1991
Revised: January 2005
Rule 58

STANDARDS FOR MINOR LEAGUE PLAYING FACILITIES

(a) STANDARDS. Each Minor League Club must maintain a playing facility that complies with agreed standards. These standards are set forth in Attachment 58. Any variance or waiver may be granted only by both the President of the Minor League Association and the Commissioner or the Commissioner's designee and shall remain in effect only for the time remaining in the current PDC, unless both the President of the Minor League Association and the Commissioner or the Commissioner's designee agree that the variance or waiver involves a structural issue (a category that includes, but is not limited to, the construction of walls and other permanent features of a facility) for which a variance or waiver of longer duration is appropriate. Any variance or waiver granted under this Rule 58(a) may be renewed beyond its expiration for the term of a successor PDC.

(b) MONITORING OF COMPLIANCE. The Commissioner's Office shall employ or otherwise contract for inspectors who will monitor Minor League Clubs' compliance with the agreed playing facility standards, and who will determine the frequency and timing of their inspections.

(c) FAILURE TO MEET BALLPARK STANDARDS. The inspectors shall cite any failures to comply with the agreed standards and shall notify the President of the Minor League Association and the Commissioner or the Commissioner's designee of such noncompliance. The President of the Minor League Association shall consult with the Major League Club that has a PDC with the non-complying Minor League Club, with the Commissioner or the Commissioner's designee and with the Minor League Club itself. The President of the Minor League Association shall determine, in consultation with the Commissioner or the Commissioner's designee, the specific measures the Minor League Club must take to achieve compliance and a timetable for achieving such compliance. The President of the Minor League Association shall then promptly notify such Minor League Club of such measures and timetable. Before the expiration of the required compliance timetable, the Minor League Club may request an extension of the timetable or a variance from the required compliance measures (see Rule 58(a) (Standards) upon a showing to the President of the Minor League Association of good cause.

If the Minor League Club fails to achieve such compliance with respect to playing field and other team facilities within the time specified and has not received a variance from such compliance, the President of the Minor League Association shall consult with the Commissioner or the Commissioner's designee about appropriate punitive or remedial action against the Club, its owner(s) and/or its League. Such punitive or remedial action may include, without limitation, fines not exceeding $250,000 and suspensions of Minor League Club owners and/or personnel. After consultation with the Commissioner or the Commissioner's designee, the President of the Minor League Association shall then impose such punitive and/or remedial action against the Club, its owner, and/or its League as the President of the Minor League Association shall determine is appropriate under the circumstances. In addition to other punitive or remedial action that the President of the Minor League Association may impose, if, after investigation and consultation with the Commissioner or the Commissioner's designee, the President of the Minor League Association determines that the Minor League Club has no good cause for its failure, the President of the Minor League Association shall order the PDC voidable at the option of the Major League Club that is party to the PDC, and shall order the ownership of the Minor League Club to divest its interest in the franchise. In the event that there is a finding of good cause, the President of the Minor League Association, after consultation with the Commissioner or the Commissioner's designee, shall issue a timetable for compliance within the shortest possible period.
If either the Major League Club that has a PDC with a Minor League Club that has been cited for noncompliance or the Commissioner's designee believes that the failure by the President of the Minor League Association to impose a penalty constitutes an abuse of discretion, or that a timetable or extension for compliance or a variance given by the President of the Minor League Association constitutes an abuse of discretion, the Major League Club or the Commissioner's designee may certify the dispute for appeal to the Commissioner under Article II of the Professional Baseball Agreement.
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.
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13.2 Field Maintenance
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 8,000 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.

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 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.)

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:

<table>
<thead>
<tr>
<th>Fixture</th>
<th>Ratio</th>
</tr>
</thead>
<tbody>
<tr>
<td>Water closets</td>
<td>1:125 Women</td>
</tr>
<tr>
<td></td>
<td>1:450 Men</td>
</tr>
<tr>
<td>Lavatories (sinks)</td>
<td>1:150 Women</td>
</tr>
<tr>
<td></td>
<td>1:150 Men</td>
</tr>
<tr>
<td>Urinals</td>
<td>1:125 men</td>
</tr>
</tbody>
</table>

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.

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.

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 seats/350 = 34.28 X 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.

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 a standard retail sales areas.

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.

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.

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.

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 (7 mile) walking distance of the stadium.

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.

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.

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 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 BOOTHS

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.

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)

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.

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

Minimum floor space 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:

<table>
<thead>
<tr>
<th></th>
<th>New facility:</th>
<th>Existing facilities:</th>
</tr>
</thead>
<tbody>
<tr>
<td>shower heads</td>
<td>8 (10 recommended)</td>
<td>6 (10 recommended)</td>
</tr>
<tr>
<td>water closets</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>urinals</td>
<td>2</td>
<td>2</td>
</tr>
<tr>
<td>lavatories</td>
<td>4 (8 recommended)</td>
<td>2 (8 recommended)</td>
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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, 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).

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:

New facility: showers heads: 6 (8 recommended)  
water closets: 2
<table>
<thead>
<tr>
<th>Existing facilities:</th>
<th>shower heads:</th>
<th>4 (8 recommended)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>water closets:</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>urinals:</td>
<td>2</td>
</tr>
<tr>
<td></td>
<td>lavatories:</td>
<td>2 (4 recommended)</td>
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</tbody>
</table>

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 and 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.

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.

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.

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.

12.7.1 BATTLING 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 the pole. No white signs shall be allowed on or immediately adjacent to each side of the foul pole.

12.7.5 FLAG POLE

All facilities shall provide a flag pole for the United States Flag or Canadian Flag, as applicable, in clear view of the entire seating bowl.

12.7.6 SCOREBOARDS, VIDEO MONITORS AND MOTION SIGNS

In addition to other provisions of these Minor League Facility Standards (including, but not limited to, Section 8.3 (Scoreboard Location)), the President of the Minor League Association, in consultation with the Commissioner or the Commissioner’s designee, shall develop and distribute guidelines regarding the use and location of scoreboards, video monitors, LED boards and LED/matrix boards so as not to interfere with play.

12.8 FIELD LIGHTING

All new lighting systems shall maintain the following minimum brightness requirements after 100 hours of burning:

- Class AAA and Class AA: 100 fc average in infield/70 fc average in outfield.
- Class A and Rookie: 70 fc average in infield/50 fc average in outfield.

The height and location of poles in all new lighting systems shall follow IES standards.

All existing lighting systems shall maintain the following minimum brightness requirements:

- Class AAA and Class AA: 70 fc average in infield/50 fc average in outfield.
- Class A and Rookie: 60 fc average in infield/40 fc average in outfield.

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.

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 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-drags, 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.