CITY OF WILLIAMSPORT, PA
RESOLUTION

RESOLUTION # 9947 DATE 8-7-25

TITLE

RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH THE OFFICE OF THE COMMISSIONER OF BASEBALL (MLB) FOR USE OF JOURNEY BANK BALLPARK AT HISTORIC BOWMAN FIELD

WHEREAS, the City of Williamsport ("City") owns Journey Bank Ballpark at Historic Bowman Field ("Ballpark"); and

WHEREAS, the Office of the Commissioner of Baseball ("MLB") desires to lease the Ballpark for the 2025 Major League Baseball game scheduled for August 17, 2025, with an option to hold a game in 2026 subject to certain revised terms and conditions; and

WHEREAS, attached is a Lease Agreement (the "Agreement") outlining the terms for MLB's use of the Ballpark as described above;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Williamsport that:

1. The attached Lease Agreement between the City of Williamsport and MLB for use of Journey Bank Ballpark at Historic Bowman Field is hereby approved.
2. The appropriate City officials are authorized to execute the Agreement, and to take such other action as necessary to carry out the intent of this Resolution.

ADOPTED by the Williamsport City Council this 7th day of August, 2025.

Approved

Janice M. Frank
City Clerk

President

LEASE AGREEMENT

AND NOW, this 7th day of August, 2025, comes the City of Williamsport ("City"), and enter into the following Lease Agreement for the use of Journey Bank Ballpark at Historic Bowman Field ("Bowman Field") and related facilities and surrounding City-owned property as detailed herein (collectively, the "Facilities") by the Office of the Commissioner of Baseball ("MLB") during the Term of this Agreement (the City and MLB are each, a "Party" and, collectively, the "Parties"):

WHEREAS, the City is the yearly host of the Little League World Series and the Parties (together with Cutting Edge Baseball, LLC ("Crosscutters")) previously entered the Lease Agreement, dated April 1, 2022 ("Previous Agreement") pursuant to which the Parties held regular season Major League Baseball games for which Major League Baseball regular season rules applied in conjunction with the Little League World Series (each, a "Game" and collectively, the "Games") in each of calendar years 2022, 2023, 2024; and

WHEREAS, each Game was held at Bowman Field where the Crosscutters play their MLB Draft League games and which is owned by the City; and

WHEREAS, the Parties seek to continue to hold a Game in each Year (as defined below), including a Game between the Seattle Mariners and the New York Mets to be held on August 17, 2025 (the "2025 Game"); and

WHEREAS, in order to facilitate the Games, Bowman Field needs certain facility alterations and/or maintenance which are set forth herein; and MLB needs access to the Facilities in connection with the alterations and/or maintenance to Bowman Field and the Games; and

WHEREAS, in order to facilitate attendance at the Games and coordination with the Little League World Series, the City also agrees to contribute certain services in order to ensure orderly attendance at the Games;

NOW THEREFORE, in consideration of the mutual promises, undertakings and covenants hereinafter set forth, and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

I. DEFINITIONS:

Capital Improvements. Improvements to the interior of Bowman Field stadium, outfield fence, turf or other permanent improvements (if any) as determined by MLB, subject to approval by the City, that are installed by MLB as part of the consideration for the use of Bowman Field for the Games shall remain part of Bowman Field and shall not be removed at the conclusion of the Games. For the avoidance of doubt, MLB is not obligated to make Capital Improvements in any Year.

Temporary Facility Improvements. Improvements (if any) that are determined by MLB, subject to approval by the City, which are temporary in nature and which shall facilitate attendance, crowd flow, telecast, crowd control and access to Bowman Field for each Game shall be removed at MLB's sole cost and expense. For the avoidance of doubt, MLB is not obligated to make Temporary Facility Improvements in any Year.

MLB. "MLB" when used herein shall refer to its contractors and affiliates, including, but not limited to BaAM US LLC ("BaAM"), BrightView Landscapes, LLC ("BrightView"), and other consultants retained by MLB, BaAM or BrightView for the work detailed herein and/or the Games.

Term. "Term" when used herein shall refer to the period commencing April 1, 2025 through August 30, 2025 ("Year 1"), provided that the Term shall extend through August 30, 2026 if the 2026 Irrevocable Option (as defined below) is exercised by MLB (the period from September 1, 2025 through August 30, 2026 is "Year 2") (Year 1 and Year 2 are each, a "Year").

ARTICLE I. LEASE REQUIREMENTS

1. Use of the Facilities.

A. During the Term and as required for compliance with Article II hereof, MLB shall be permitted access to the Bowman Field and fence areas to provide improvements, subject to Article I, Section 1.D. below.

B. During the Term, MLB shall be permitted non-exclusive access to the paved parking, south of Bowman Field, the grass/parking areas surrounding Bowman Field and to Bowman Field stadium for preparations for the Games, subject to Section 1.D. below.

C. In each Year, for the period commencing eight (8) days prior to the Game through one (1) day after the Game (or such other duration that is mutually agreed upon by the Parties in writing, such agreement not to be unreasonably withheld or delayed) (each, a "Full Access Period"), MLB shall be permitted full, unimpeded access to the Bowman Field stadium/playing field, including locker rooms and other facilities.

D. At no time during the course of this Lease Agreement shall complete access to Bowman Field be closed to Crosscutters' players or patrons. MLB access shall not be exclusive during the Term to allow for the normal and customary use of Bowman Field by the Crosscutters and their patrons, provided, however, that MLB will be permitted access throughout the Term to enable the work detailed herein to be accomplished on the required schedule to permit the satisfactory mounting of each Game.

E. The parties will mutually agree in writing, prior to April of each Year, to the specific use of the Facilities in connection with the Game to be played that Year.

2. Facility Improvements/Capital Improvements.

During the Term, MLB will be responsible for the costs of its work on Bowman Field, including Capital Improvements and Temporary Improvements (if any).

3. Allocation of Costs and Services.

A. For each Game, the following services will be provided by the City throughout the applicable Year as detailed in this Lease Agreement (collectively, "Services") at no additional cost to MLB, except as specifically stated otherwise herein: (i) all Game day Services, including stadium operations personnel, police Services based upon a security plan developed in conjunction with MLB and its consultants and approved by all parties, fire protection, trash removal/stadium clean-up, stadium lighting, loss of rental fees and ambulance and medical Services, all of which must be provided at levels at least as high as the levels of such services provided on days in which Crosscutters host games at Bowman Field; and (ii) maintenance of all necessary permits in connection with the Game.

B. In the event that damage to Bowman Field results from the negligence or intentional wrongdoing of MLB, then, at MLB's option, either MLB shall repair the damage to the City's satisfaction at its sole cost or the City shall make the repairs and send an invoice to MLB, accompanied by copies of actual receipts showing the costs of repairs, within ten (10) days of the completion of the repairs or within three (3) months of the end of the Term, whichever is less. MLB shall pay the undisputed portion of the invoice within thirty (30) days of receipt. The parties will resolve any disputed portion of the invoice in good faith. MLB shall pay such resolved portion within thirty (30) days of receipt of an invoice therefore.

C. MLB may enhance, in its sole discretion and at its sole cost, the medical, ambulance, police and security personnel that are standard for Crosscutters' home games that will be provided to MLB as part of the Services.

D. Stadium lighting as it presently exists and electric usage during each Game at the levels provided for Crosscutters' home games shall be included in the Services. MLB shall be responsible for the cost of any additional lighting, generators or temporary lighting that MLB orders.

E. In each Year, City will pay MLB twenty-five thousand dollars ($25,000) for MLB (or Brightview on behalf of MLB) to apply towards MLB Field Maintenance (as defined in Article II, Section 1) (the "City Contribution"). In each Year, the City Contribution will be remitted to MLB within thirty (30) days of receipt of an invoice therefore, which will be sent on or after July 1 of each Year.

F. City hereby grants MLB: an irrevocable option, exercisable upon written notice (the "2026 Irrevocable Option"), to hold a Game in conjunction with the 2026 Little League World Series (the "2026 Game"). Provided, however, that MLB's exercise of the 2026 Irrevocable Option

shall be effective only upon MLB's written acceptance of, and agreement to be bound by, all amended terms and conditions for the 2026 Game as set forth in Exhibit C.

4. Use of Facility:

A. Empty locker rooms with emptied lockers shall be available to MLB during each Full Access Period.

B. The Crosscutters' offices, souvenir stands and concession areas are not available to MLB without the express approval of the Crosscutters, except as otherwise provided in Section 6 herein.

C. MLB shall have exclusive use of the Pavilion (Memorial Park Shelter #1) outside Bowman Field during each Full Access Period.

D. A security plan shall be developed between the City and MLB (in consultation with the Crosscutters) for each Game that is mutually approved by all parties, including access restrictions for members of the public and press to ensure an appropriate presence of police, fire and security personnel.

E. MLB shall advise the City of any and all temporary utility connections required for each Game at least thirty (30) days in advance thereof. The cost of any temporary utilities required by MLB shall be borne by MLB.

5. Transportation/Circulation.

MLB shall ensure that any work and/or staging that may occur in the parking areas at Bowman Field shall enable sufficient traffic flow for vehicles, pedestrians, vehicle drop off locations at the Bowman Field's entrance and other necessary access for potential emergency vehicles on the date of each Game.

Other than the Full Access Period each Year, at no time shall MLB, and its affiliates, interfere with established parking and traffic flow necessary for the operation of the area known as Splash Cove (Memorial Park Pool).

6. Concessions/Souvenirs.

A. During each Game, MLB shall have exclusive rights to operate concessions for the sale of Game-related merchandise ("Game Merchandise") and shall provide all staff and Game Merchandise in connection therewith. MLB may add additional kiosks, tents, and trailers in locations of its choice at the Facilities, in its sole discretion and at its sole cost. All revenue from the sale of Game Merchandise shall be retained by MLB.

7. Advertisements:

A. During each Game, MLB may advertise sponsors or other entities provided that all MLB advertisements must comply with the advertisement requirements of the City attached hereto as Exhibit A. MLB may install Major League Baseball- branded elements and other Game signage (e.g., sponsors, telecasters) anywhere in the Facilities immediately following the last Crosscutters' game at Bowman Field before the Game.

B. MLB shall be responsible for the installation of any MLB advertisements/temporary padding on the outfield fence (the "MLB Ads") for each Game, which may commence immediately upon removal of the Crosscutters' advertising billboards from the outfield fencing. MLB shall remove the MLB Ads within twelve (12) hours following completion of the Game. At all times, MLB shall use due care for the installation and removal of all MLB Ads.

8. Parking. MLB shall reserve fifty (50) parking spaces for City staff prior to and during each Game, provided such spaces must be shared with Crosscutters staff. Such spaces shall be reserved in a mutually agreed upon parking area and shall be noted as "reserved" upon agreement.

9. Game Tickets. MLB shall have control over all tickets for the Games, their distribution and locations, provided that for each Game: (i) City shall receive an allocation of one hundred and seventy five (175) tickets to the Game for distribution by the City to Williamsport City officials, Bowman Field commissioners, Lycoming County Visitor's Bureau officials, Lycoming County commissioners, and City and River Valley staff and affiliates ("City Ticket Allocation"), provided, further, that City will provide MLB with the names of recipients of tickets in the City Ticket Allocation by no later than August 1 of such Year; and (ii) tickets in the City Ticket Allocation must be distributed free of charge and may not be auctioned or used for any contest, sweepstakes or other promotional purpose unless pre-approved by MLB. MLB will determine the location of all tickets in the City Ticket Allocation.

10. City Hospitality. For each Game, MLB hereby consents to: (i) the exhibition of the telecast of the Game at a viewing party hosted by the City in a theater in Williamsport (the "Theater Viewing Party"); and (ii) the exhibition of the telecast of the Game on a Jumbotron installed in a public area in Williamsport ("Outdoor Viewing Party") (collectively, the "Telecast Exhibitions"); provided, however, that in each case, MLB's consent shall be subject to the following conditions: (a) the ESPN feed of the Game (the "Feed") must be used for the Telecast Exhibitions, (b) the Feed must be shown in its entirety, including commercials, and no alterations or modifications may be made to the Feed, (c) the grant of rights set forth in this Section 10 are limited to these particular Telecast Exhibitions, (d) the Feed may not be recorded or retransmitted in any manner, (e) there may be no third party sponsor arrangements or involvement of any kind in connection with the Telecast Exhibitions, (f) no names, marks, logos or other intellectual property of Major League Baseball may be used in connection with the Telecast Exhibitions without the prior written approval of MLB in each instance, (g) there may be no separate admission charge or "suggested" entry charge to the Telecast Exhibitions, (h) the Theater Viewing Party may be attended by no more than 2,100 persons, and the Outdoor Viewing Party is not

intended to be attended by more than 1,000 persons; (i) there may be no marketing, promoting or advertising of any kind of the Telecast Exhibitions without the prior written approval of MLB, (j) ESPN shall have, and the City shall provide, access to the host venues to film and telecast live or taped reports of the Telecast Exhibitions to the extent such right is granted to ESPN by MLB, and (k) MLB reserves all rights not specifically granted hereunder, including, without limitation, all copyrights in the Game and the Feed. In addition, MLB and the City will mutually determine whether there is available space inside or outside of Bowman Field for the City to host an additional hospitality event, at no cost to MLB, during the Game.

11. City Staff Wardrobe on the day of the Game. Each Year, the City may purchase and provide City Staff who are working on the day of the Game with attire (shirts and/or caps) which contain the Game logo and the City logo, but not any third party names, logos or other branding ("Wardrobe"), provided that the City obtains the Wardrobe through the applicable MLB licensees.

ARTICLE II – MAINTENANCE OF PLAYING FIELD

1. Responsibilities.

As further detailed in Exhibit B hereto, in each Year, during the Crosscutters baseball season (or such other duration that is mutually approved by the parties), City is responsible to maintain the playing field at Bowman Field, reporting to MLB's groundskeeper and pursuant to his directions, in the same manner and with the same expenditures that City has made under the Previous Agreement. In consideration of the 2026 Irrevocable Option, MLB will be responsible for upgrading the playing field as necessary to maintain MLB standards ("MLB Field Maintenance"), in consultation with the City and subject to the City Contribution. Said MLB Field Maintenance shall include the necessary grounds services, equipment and maintenance of said equipment to keep the playing field in MLB condition.

2. Maintenance Easement.

This Lease Agreement shall be considered an easement for MLB to assist in maintenance of the various components of the playing field surface to include the sod, irrigation system, drainage system, bullpen materials, mound and plate areas, playing surface tarps, interior fence lines from dugout to exterior fence line on both sides, along with padding affixed to such fence, bullpen fence lines and associated padding.

ARTICLE III – INSURANCE AND INDEMNITY REQUIREMENTS

MLB's Insurance Obligations:

1. Indemnification. To the fullest extent permitted by law, except to the extent, if any, attributable to the negligence, recklessness or willful misconduct of the City or its employees, agents or independent contractors, MLB assumes the risk of and releases and agrees to indemnify, defend and hold the City and its affiliates, officers, directors, partners, members, owners, employees, independent contractors and agents (collectively, the "City Indemnified Parties"), harmless from and against any and all liabilities, losses, damages, claims, demands, causes of action, costs and expenses, including reasonable attorneys' fees, costs of investigation and litigation expenses, including without limitation, any loss, damage or injury to persons or property of the City and/or of MLB and/or of any third party and their respective agents, employees and independent contractors resulting from any cause whatsoever (including but not limited to theft and vandalism) (collectively, "Losses") that may arise out of or in respect of MLB's negligent acts or omissions in connection with its access to and activities at the Facilities and/or the presence of MLB and/or its agents, employees and/or independent contractors at the Facilities.

2. Insurance. MLB, its contractors, agents and workman will throughout the Term carry commercial general liability insurance from an admitted insurance carrier with an A.M. Best rating of A-8 or better, which shall provide coverage for MLB and its owners, officers, employees, successors and assigns and which shall include without limitation coverage against Losses arising hereunder, with limits no less than Two Million Dollars ($2,000,000) per occurrence/Four Million Dollars ($4,000,000) annual aggregate, including without limitation, bodily injury, death, property damage and contractual liability, with such insurance being on an occurrence basis. Such insurance shall name the City Indemnified Parties (as defined above) as additional insureds and state that such insurance is primary and not contributive to any other insurance available to the additional insureds for claims arising in connection with MLB's operations under this Lease Agreement. MLB shall also carry commercial automobile coverage including all owned leased, hired and non-owned coverage vehicles with Combined Single Limit of $2,000,000 per accident. Satisfaction of any and all deductibles shall be the responsibility of MLB. The policies required must include a waiver of subrogation in favor of all entities included as additional insureds. Upon request by the City, in each Year, MLB shall deliver to the City, a Certificate of Insurance confirming the existence or issuance of the insurance required above.

3. Workers' Compensation Insurance. MLB represents and warrants that it now has or will obtain, at no cost to the City, the necessary workers' compensation insurance or qualified self-insurance to cover its employees while they are in the Facilities.

4. Limitation on Claims. In any case in which the claimant is a person directly or indirectly employed by MLB or anyone for whose acts MLB may be liable, the indemnification and defense obligations shall not be limited in any way by any workers' compensation law or by any limitation on the amount or type of damages, compensation or benefits payable by or for MLB under any worker's compensation laws, disability benefit acts or other employment benefit acts.

5. Waiver. Nothing is intended in this Lease Agreement to waive any of the protections regarding recovery pursuant to the Political Subdivision Tort Claims Act, including but not limited to, exceptions of liability, limitations on damages and the restriction on the right of subrogation.

6. Personal Property. MLB shall be responsible for all insurance for MLB's personal items and equipment stored at the Facilities.

City's Insurance Obligations:

1. Indemnification. To the fullest extent permitted by law, except to the extent, if any, attributable to the negligence, recklessness or willful misconduct of MLB or its employees, agents or independent contractors, City assumes the risk of and releases and agrees to indemnify, defend and hold Major League Baseball Properties, Inc., the Major League Baseball Clubs, MLB Advanced Media, L.P., the Office of the Commissioner of Baseball, The MLB Network, LLC, any entity having jurisdiction over the Facilities, BaAM US LLC, BrightView Landscapes, LLC, and each of their respective affiliates, subsidiaries, directors, officers, managers, members, shareholders, partners, employees, agents, independent contractors, volunteers, sponsors, licensees, successors and assigns of the foregoing (collectively, the "MLB Indemnified Parties"), harmless from and against any and all Losses that may arise out of or in respect of the negligent acts or omissions of the City in connection with the Facilities and/or the presence of City and/or its/their agents, employees and/or independent contractors at the Facilities.

2. Insurance. City, its contractors, agents and workman will throughout the Term carry commercial general liability insurance policies from admitted insurance carriers with an A.M. Best rating of A-8 or better, which shall provide coverage for City and its owners, officers, employees, successors and assigns and which shall include without limitation coverage against Losses arising hereunder, with limits no less than Two Million Dollars ($2,000,000) per occurrence/Four Million Dollars ($4,000,000) annual aggregate, including without limitation, bodily injury, death, property damage and contractual liability, with such insurance being on an occurrence basis. Such insurance shall name the MLB Indemnified Parties (as defined above) as additional insureds and state that such insurance is primary and not contributive to any other insurance available to the additional insureds for claims arising in connection with City's operations. City also shall carry commercial automobile coverage including all owned leased, hired and non-owned coverage vehicles with Combined Single Limit of $2,000,000 per accident. Satisfaction of any and all deductibles shall be the responsibility of the City. The policies required must include a waiver of subrogation in favor of all entities included as additional insureds. Upon request by MLB, in each Year, City shall deliver to MLB Certificates of Insurance confirming the existence or issuance of the insurance required above.

3. Workers' Compensation Insurance. City represents and warrants that it now has or will obtain, at no cost to MLB, the necessary workers' compensation insurance or qualified self-insurance to cover its employees while they are in the Facilities.

4. Limitation on Claims. In any case in which the claimant is a person directly or indirectly employed by City or anyone for whose acts City may be liable, the indemnification and defense obligations shall not be limited in any way by any workers compensation law or by any limitation on the amount or type of damages, compensation or benefits payable by or for City under any workers compensation laws, disability benefit acts or other employment benefit acts.

5. Waiver. Nothing is intended in this agreement to waive any of the protections regarding recovery pursuant to the Political Subdivision Tort Claims Act, including by not limited to, exceptions of liability, limitations on damages and the restriction on the right of subrogation.

6. Personal Property. City shall be responsible for all insurance for City personal items and equipment stored at the Facilities.

ARTICLE IV – TERMINATION OF CONTRACT

1. Force Majeure.

The parties hereto understand there is no remedy for a rain out, act of God, weather event, or other Force Majeure Event (as defined below) causing cancellation of a Game through no fault of the parties hereto. MLB shall make any decision on a weather event in accordance with its standard rules governing weather delays and cancellations. Neither MLB nor City shall be responsible for any damage to property or personal injury resulting from, nor be in default hereunder as a result of, any act, omission or event, to the extent attributable to fire, flood, earthquake, act of God, war, civil strife, work stoppage, picketing, loss of power, leaks, burst pipes, law, ordinance, rule, regulation or order, epidemic, pandemic, technical failure or any similar or dissimilar cause which is beyond its reasonable control (each a "Force Majeure Event"). In the event of any cancellation of a Game for a Force Majeure Event, no monies paid hereunder shall be refunded and all Temporary Improvements shall be removed in accordance herewith. A Game will not be rescheduled at Bowman Field if it is cancelled due to a Force Majeure Event. For the purposes of this Agreement, it shall be considered a Force Majeure Event if the Game is cancelled by MLB, in MLB's discretion, due to health concerns related to COVID-19, even if holding the Game is not technically illegal or impossible.

2. Damage.

A. Any damage to the Facilities caused by the negligence or wrongdoing of MLB shall be repaired by MLB to the state in which the Facilities existed prior to this Lease Agreement, wear and tear excepted, as soon as practically possible after the conclusion of each Game or, at MLB's option, by the City as detailed above.

B. MLB shall use due care in the installation and removal of MLB Ads for each Game. Any damage resulting from the negligence or wrongdoing of MLB in connection with the MLB Ads shall be repaired in accordance with Article IV, Section (2) A.

D. Nothing in this Lease Agreement prohibits any party hereto from pursuing any remedy available by Law or in Equity for damages to persons or property or breach of the provisions of this Lease Agreement.

ARTICLE V – MISCELLANEOUS

1. No Assignment. MLB may not assign any of its rights and/or obligations under this Lease Agreement to any other person or entity other than another MLB Indemnified Party, except with the prior written consent of the City. Otherwise, this Lease Agreement shall benefit and bind the parties' successors and assigns.

2. Notices. Notices hereunder shall be in writing and shall be considered given: (a) when hand delivered or e-mailed; or (b) one day after being sent by a nationally recognized overnight courier with written confirmation of delivery; or (c) three days after being mailed by certified mail, return receipt requested, to the address for the receiving party set forth in the Lease Agreement or to such other address as the receiving party may have specified by notice to the other.

3. Miscellaneous. This Lease Agreement contains the entire agreement between the parties with respect to its subject matter and supersedes any prior agreement; and may not be amended or modified except in a writing signed by both parties. No waiver by any party of any default by any other party shall be construed as a waiver of any other or subsequent default and no failure or delay to exercise any right or remedy shall constitute a waiver thereof or of any right or remedy available in law or in equity.

4. Governing Law. This Lease Agreement and the interpretation thereof shall be governed by the laws of the Commonwealth of Pennsylvania, without application of conflicts of law principles. Venue for any judicial administrative or other action to enforce or construe any provision of the Lease Agreement or arising from or relating to this Lease Agreement shall be in Lycoming County, Pennsylvania.

5. Counterparts. This Lease Agreement may be executed and delivered in counterparts, each of which shall be deemed an original and all of which, when taken together, shall be deemed to be one agreement.

NOW THEREFORE, the parties set their hand and seal to this Lease Agreement as follows:

CITY OF WILLIAMSPORT

Witness City Clerk

Official Signature

Controller

OFFICE OF THE COMMISSIONER OF BASEBALL

_____ _____

Witness BY:

EXHIBIT A

[City's Advertising Restrictions]

EXHIBIT B

Maintenance of the Playing Field

1a. MLB Responsibility:

MLB Head Groundskeeper- MLB will provide a Head Groundskeeper who will work strictly on the playing field in the same manner and with the same number of working hours as are required of the Crosscutters Head Groundskeeper, including assisting in all aspects of game day preparation (including tarp pulling), and assisting as needed with on-field promotions.

MLB will provide certain leased equipment in connection with maintenance of the playing field ("Leased Equipment").

MLB will supplement the materials and services provided by the City to maintain the playing field ("City Field Responsibilities") in MLB's discretion to maintain the field according to MLB standards.

Work Hours for Head Groundskeeper:

Game Days- 9:00 a.m. (or earlier depending upon tarp pull needs) to completion of post-game duties.

Non- Game Days- hours based upon job requirements/needs.

1b. City Field Responsibilities

As between the parties, City will provide, at its sole cost and expense, the materials and services for the field as the City has provided under the Previous Agreement. By way of example but not limitation, City will arrange and pay for the following each Year:

Application of 5 pallets of Turface

Fertilization of the field four (4) times per Year

Aerify the field once during the Year at the proper time.

Secure, waterproof and clean space for safe storage of the Leased Equipment.

Services provided by skilled local contractors will continue to be provided by those contractors, subject to MLB Head Groundkeeper's oversight and approval.

EXHIBIT C

Amended Terms for 2026 Game (As per Article I, 3(F) of the above Lease Agreement)

ARTICLE I. LEASE REQUIREMENTS

3. Allocation of Costs and Services.

…

C. The parties acknowledge that the level of public services required for each Game, including but not limited to police, fire, ambulance, and related public safety personnel ("Enhanced Public Services"), exceeds the level of services provided for Crosscutters' home games, and that the City will incur substantially greater costs to ensure the safety and security of each Game. No later than fourteen (14) calendar days prior to any Game, the City shall provide MLB with written notice of the estimated costs for such Enhanced Public Services. If MLB objects to the estimated costs, MLB shall provide written notice of its objection to the City as soon as practicable, but in no event later than five (5) calendar days prior to such Game. Upon such notice, the parties shall promptly meet and confer in good faith to discuss and attempt to resolve any such objection; provided, however, that the City shall retain sole discretion to determine the appropriate level and type of Enhanced Public Services necessary for the Game, based on its past experience and operational needs. Following the Game, the City shall provide MLB with an invoice reflecting the actual costs incurred for Enhanced Public Services. MLB shall remit payment in full within thirty (30) days of receipt of such invoice.

~~MLB may enhance, in its sole discretion and at its sole cost, the medical, ambulance, police and security personnel that are standard for Crosscutters' home games that will be provided to MLB as part of the Services.~~

…

E. ~~In each Year, City will pay MLB twenty-five thousand dollars ($25,000) for MLB (or Brightview on behalf of MLB) to apply towards MLB Field Maintenance (as defined in Article II, Section 1) (the "City Contribution"). In each Year, the City Contribution will be remitted to MLB within thirty (30) days of receipt of an invoice therefore, which will be sent on or after July 1 of each Year.~~ For each Game, MLB shall pay the City $900 dollars ($900.00) as a rental fee for use of the facility (the "MLB Rental Fee"). For each Game, the MLB Rental Fee will be remitted to the City within thirty (30) days of receipt of an invoice therefore, which will be sent on or after July 1 of each Year.

ARTICLE II – MAINTENANCE OF PLAYING FIELD

1. Responsibilities.

As further detailed in Exhibit B hereto, in each Year, during the Crosscutters baseball season (or such other duration that is mutually approved by the parties), City is responsible to maintain the playing field at Bowman Field, reporting to MLB's groundskeeper and pursuant to his directions, in the same manner and with the same expenditures that City has made under the Previous Agreement. In consideration of the 2026 Irrevocable Option, MLB will be responsible for upgrading the playing field as necessary to maintain MLB standards ("MLB Field Maintenance"), in consultation with the City ~~and subject to the City Contribution~~. Said MLB Field Maintenance shall include the necessary grounds services, equipment and maintenance of said equipment to keep the playing field in MLB condition.

EXHIBIT B

Maintenance of the Playing Field

...

1b. City Field Responsibilities

The City shall, at its sole cost and expense, be responsible for maintaining the playing field to the same standard as is customarily provided for Crosscutters' home games. Any maintenance, materials, or services required to meet standards exceeding those used for Crosscutters' home games, or otherwise requested or required by MLB, shall be the sole responsibility of MLB. ~~As between the parties, City will provide, at its sole cost and expense, the materials and services for the field as the City has provided under the Previous Agreement. By way of example but not limitation, City will arrange and pay for the following each Year:~~

~~Application of 5 pallets of Turface~~

~~Fertilization of the field four (4) times per Year~~

~~Aerify the field once during the Year at the proper time.~~

~~Secure, waterproof and clean space for safe storage of the Leased Equipment.~~