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MAY 13 2022

Mackenzie Stadium Lease

With NECBL

Holyoke City Clerk's
Office
Holyoke, MA

This agreement made and entered into this 9th day of May 2022 by and between THE CITY OF HOLYOKE, acting herein by Mayor Joshua A. Garcia, duly authorized, and through its Parks and Recreation Department & Commission, having a usual place of business at 536 Dwight Street, Holyoke, Hampden County, Massachusetts, hereinafter referred to as the "City," and the Valley Sports Foundation, LLC, a not-for-profit corporation having its principal office in Springfield MA 01104 at 100 Congress Street, Suite 1101, 11th Floor.

WITNESSETH:

Whereas, the City is the owner of a stadium located on Beech Street, Holyoke, Massachusetts known as Mackenzie Stadium herein referred to as the "Premises" and

Whereas, the Blue Sox are desirous of leasing said Premises for a New England Collegiate Baseball League (NECBL) team, hereinafter referred to as the "Team" and which Team will play its 2022 season at the Premises all subject to the approval of the City.

Now, therefore, in consideration of the covenants and mutual promises herein contained the City does hereby lease to the Blue Sox, and the Blue Sox do hereby lease from the City the Premises subject to the following terms and conditions:

1. PURPOSE

The Team shall use the leased Premises for all of its home games for the 2022 season, which are yet to be scheduled. The dates for the home games shall be subject to the availability of the Premises.

2. TERM & RENT

2.1 Term

This lease shall commence upon signing, for specific dates between *June 1, 2022 and through August 19, 2022*. As soon as the Team receives the 2022 Season schedule ("hereinafter referred to as the Schedule"), it will submit it to the Holyoke Parks & Recreation Department for its approval, and the Schedule will then become a part of this Agreement. *The Holyoke Parks & Recreation Department retains the right to reschedule or bump any conflicting events between all stadium users.*

2.2 Rent

The yearly rental fee for 23 regular season games is \$10,000.00

The fees for 2 additional playoff games will be waived.

If the Gas & Electric Department does not provide a \$1,000.00 credit for the lights, the Blue Sox will be charged for the use of the lights, in full, prior to the first season game.

A deposit, in the amount of Two Thousand Dollars (\$2,000.00) shall be due on or before June 1, 2022.

A second payment in the amount of Two Thousand Dollars (\$2,000.00) shall be due on or before July 1, 2022.

The remaining balance of Six Thousand Dollars (\$6,000.00) shall be due on or before August 1, 2022.

In the event of additional playoff games, beyond the two games for which fees have been waived, payment must be received no later than seven days after the conclusion of the final game, at a cost of \$250 per game.

Any violation of this contract in terms of payments will deem this contract null and void without further notice.

Mr. Matthew Drury, President of the Blue Sox Foundation, Inc. hereby personally guarantees payment of all Rent due under this Agreement.

2.3 Availability of Facilities

The Parties acknowledge that the City, prior to the 2022 season, has completed facility improvements to the concession and restroom facilities on the premises.

Nothing in this section shall be construed as guaranteeing the condition, specifications, durability or future availability of any particular facility improvements. Nor shall this section be construed as an agreement to negotiate over a reduction or increase to rent for any purpose not explicitly stated in Section 2.3.

3. UTILITIES AND SERVICES

3.1 City Responsibilities

The City will be responsible for the following on Game Days:

1. Opening the field facilities at 3:00pm on game days when the game begins at 6:30pm. Field should be groomed by 3:00pm for safe practice conditions.

2. Site setup is completed between 3:00pm and 5:00pm consisting of:

Unlocking the Press Box, opening and setting up the restroom facilities, opening gates, turning on the scoreboard, raise the American flag and bring one golf cart to the field and the bullpen benches with the assistance of Team personnel if necessary. City Staff shall irrigate, groom and line the field as necessary. (Exact order of task and time lines to be provided to staff)

3. The City shall complete the following tasks at the end of the game:

Turn off the lights, and secure the gates.

4. The City shall provide 1 staff person to complete the above tasks.

3.2 Team Responsibilities

The Team will be responsible for the following and any costs associated with them:

1. The Team shall provide personnel for site security to manage the spectators, supervise fence lines, and supervise those being admitted to the field. Security Staff are subordinate to City police personnel. The final decision regarding the security level requirements shall be vested in the City. **(See paragraph 9 below)**

2. The Team is responsible for the following tasks during the Game: Maintain public bathrooms stocked and clean throughout the event, manage trash in barrels by changing liners during the event if necessary, turn on the field lights when directed by officials.
3. The Team shall provide the staff for the ticket selling and ticket collecting tasks.
4. The Team shall provide game management personnel such as officials, and emergency medical services
5. The Team shall provide the staff for the press box with scoreboard operator, announcer and media staff as needed.
6. The Team shall provide staff and equipment necessary to manage the parking area in a manner as to insure sufficient spaces are held open for handicap parking.
7. Keys issued to Team personnel for the event shall be returned to the site manager at the end of the event. Keys issued for the season shall not be duplicated and shall be returned immediately after the last scheduled Home Game to the Parks and Recreation Department.
8. The Team shall set up additional tables, chairs and tents for the sale of promotional material, sponsorships, raffles, programs, games, VIP section or other purposes previously approved by the City.
9. The Team will arrange with the Holyoke Police Department for officers to be present at the number required by the Police Department for spectator management and traffic management.
10. The Team shall secure any additional licenses and/or permits necessary for activities occurring on the site.
11. The Team shall clean up debris caused by special effects or VIP activity, or trash generated by regular fan use of the stands and remove all trash to a designated area for pick up by the City.
12. The Team has the option to broadcast the games over the internet.
13. The Team had the option to use volunteer labor to hand groom the infield between innings with equipment provided by the Team.
14. The Team shall ensure that golf cart drivers are no less than 18 years of age and have valid driver's licenses.

4. USE OF LEASED PREMISES

The Team shall occupy and use the Premises for one photo session, scheduled practices and scheduled home games. Additional activities such as promotional events or clinics **must be approved and permitted individually through the Parks and Recreation Department.**

5. CONCESSIONS AND VENDING

The Team shall have the option to provide concessions at their home games and sell merchandise. The Team may contract with an outside food vendor providing that the vendor holds all necessary food service permits, complies with all Board of Health Regulations and holds the food in a manner that is compatible with Serve Safe practices. Any outside food vendor must provide a certificate of insurance naming the City of Holyoke as an additional insured.

All permits associated with selling food items or promotional items in the City must also be obtained through the Board of Health, Fire Department and City Clerks Office.

Fans shall bring no alcoholic beverages into the facility during a scheduled event. Team Staff working the gate shall inform fans of this facility rule and ask them to return any alcoholic beverages to their cars or deposit it in a trash barrel.

6. PARKING

There are two locations around the Roberts Sports Complex that can be used for parking. These include the Holyoke High School lot on Beech Street and the Holyoke High School lot on Resnic Boulevard. Parking in these lots is on a first come first served basis. There are additional recreation facilities at the Roberts Sports Complex, such as tennis courts and basketball courts. Therefore, the parking lots will not be for the exclusive use of fans attending the Team Games. On game days in which there is also an event scheduled at the Roberts Field Sports Complex fans could be directed to use the Fitzpatrick Arena parking lot on South Street as the primary lot.

The Parking lots are unsupervised and the City accepts no liability for damage done to vehicles in the lot at any time. Overnight parking is not permitted unless requested in writing and arranged by special permit.

7. SIGNS

The Team shall have the right to affix temporary Team identification signs (no more than three) to the premises in accordance with the City's Zoning Ordinance. The design and location of said sign or signs shall be subject to approval of the City, through its Parks and Recreation Commission. Reasonable approval shall not be withheld or delayed. Signage preparation, installation and maintenance shall be done at the sole expense of the Team. Upon termination, a lapse of this Lease or at the request of the Parks & Recreation Commission or Director or due to the deterioration of the sign, the Team agrees to remove any signs affixed by Team and repair any damage caused by such removal.

The Team has the right to sell portable advertising.

Advertising banners may be secured by the Team to the fences around the field for the duration of their regular season. The Team must remove these banners at the end of the season. The Team shall repair any damage done to the fences as a result of securing these banners.

8. COMPLIANCE WITH LAWS/SEVERABILITY

The Team acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipality by-law or ordinance in force in the City of Holyoke. The City agrees that the use as presently proposed by the Team complies with the provisions hereof. Further, the rights of the parties under this lease are cumulative and shall not be construed as exclusive unless otherwise required by law.

If any portion of this lease shall be held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable.

9. MAINTENANCE OF PREMISES

The City agrees to maintain the Premises in good repair and perform necessary repairs. The Team further agrees to maintain the leased premises in the same condition as they are received at the commencement of the term or as they may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted.

10. ALTERATIONS/ADDITIONS

The Team shall not make any structural alterations or additions to the leased premises, but may make non-structural alterations provided the City consents thereto in advance, **in writing**; such consent shall not be unreasonably withheld or delayed. All such allowed alterations shall be at the Team expense and shall be in quality at least equal to the present construction.

11. ASSIGNMENT OR SUBLEASE

The Team shall not assign in whole or in part this Lease or sublet the whole or any part of the Premises without the City's prior written consent; such consent shall not be unreasonably withheld or delayed.

12. PROMOTION OF THE CITY

The City and the Team are mutually desirous that the Team shall establish itself as an asset of the City and that it establish a "presence" in the City beyond merely playing home games at the Premises. In furtherance of this goal, Team agrees that:

1. It will, to the fullest extent possible, employ Holyoke residents in paid non-management positions.
2. It will, whenever possible, utilize local services and supplies and shall, in all instances, provide a fair and competitive opportunity to local businesses in its procurement of services and supplies. Team further agrees to keep the City apprised with respect to the extent to which the Team has and will meet this commitment.
3. It will reference "Mackenzie Stadium" and "Holyoke, MA" in its promotional material related to the Team home games.

13. INDEMNITY OF LIABILITY

The Team agrees to indemnify and hold harmless the City of Holyoke, its agents, employees or any other person against loss or expense, including attorneys' fees, by reason of the liability imposed by law upon the City of Holyoke, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property arising out of or in consequence of this agreement, whether such injuries to persons or damage to property are due or claim to be due to any passive negligence of the City, its employees or agents or any other person. It is further understood and agreed that the Team shall, at the option of the City of Holyoke, defend the City of Holyoke with appropriate counsel and shall further bear all costs and expenses, including the expense of counsel, in the defense of any suit hereunder.

14. LIABILITY INSURANCE

The Team shall maintain with respect to the Premises and the property of which the Premises are a part, comprehensive public liability insurance in the amount of \$500,000 per injury, \$1,000,000 per accident with property damage insurance limits of \$500,000 and fire legal liability insurance with responsible companies qualified to do business in Massachusetts and in good standing therein insuring the City as well as the Team against injury to persons or damage to property as provided. In the event of a fire, both parties agree to a waiver of subrogation of up to the amount of their respective policies. Prior to the Team occupying the premises, the Team shall provide the City with a certificate of liability from the Team insurance company.

15. FIRE CASUALTY EMINENT DOMAIN

Should a portion of the Premises, or of the property of which they are a part, be damaged by fire or other casualty, or be taken by eminent domain, the Team may elect to terminate this lease. When such fire, casualty, or taking renders the leased premises unsuitable for their intended use, and the Team may elect to terminate this Lease if:

- (a) the City fails to give written ten (10) days notice of intention to restore the leased premises, or
- (b) the City fails to restore the leased premises to a condition suitable for their intended use within thirty (30) days or a mutually acceptable time from said fire, casualty, or taking.

If the Premises are condemned or cannot be repaired this lease will terminate upon twenty (20) days written notice by either party.

16. TERMINATION OF LEASE

Notwithstanding any other provision of this lease, the City may for any reason, including sale of leased premises, terminate this lease upon thirty (30) days written notice to the Team.

17. REPRESENTATION AS TO AUTHORITY

Team shall provide documentation satisfactory to the City that it is duly constituted and incorporated under the laws of the Commonwealth of Massachusetts and further shall provide certification as to the authority of its officers to execute this agreement and authorize expenditure of funds.

18. NOTICE

Any notice from the City to the Team relating to the Premises or to the occupancy thereof, shall be deemed duly served if mailed, registered or certified mail, return receipt requested, postage prepaid, addressed to Team at the address set forth above or any other address specified by the Team to the City in writing. Any notice from the Team to the City relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the City by registered or certified mail, return receipt requested, postage prepaid, addressed to The City of Holyoke Parks and Recreation Department C/O The Director, 536 Dwight Street, Holyoke, MA 01040.

19. SURRENDER

The Team shall at the expiration or other termination of this Lease remove all of the Team' goods and effects from the Premises. The Team shall deliver to the City the Premises and **ALL KEYS AND LOCKS** thereto in the same conditions as they were at the commencement of the term, or as they were put in during the term hereof, reasonable wear and tear and damage by fire or other casualty only excepted.

20. TENANT'S ACCESS TO PREMISES

The Team shall have access to the Premises only during scheduled activities, from when it first takes possession until the termination of its tenancy.

21. TITLE

The City holds good record title to the Premises. The City and the Team have full power and authority to execute and deliver this Lease and to perform their respective obligations hereunder, and this Lease is valid and binding in accordance with its terms. Further, the lease is subordinate to any mortgage that now exists or may be given by the City, with respect to the Premises.

22. HABITABILITY

The City agrees and acknowledges the premises and its fixtures are in reasonable and acceptable condition for its intended use. Should in the opinion of the Team, the condition be less than reasonable, the Team shall promptly provide written notice to the City.

23. MISCELLANEOUS

1. Team shall be fully responsible for any events conducted by it and nothing herein contained shall be construed as making the City an agent, employer, partner, joint venture of, or with the Team.
2. Team shall permit no unlawful business to be carried on or conducted in or about the said premises.
3. Team shall comply with all rules, regulations and laws now in effect or which maybe enacted during the term of this Agreement by any municipal, State, or federal authority having jurisdiction over the premises.
4. The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum for the resolution of any question of law or fact arising out of this Agreement, to be determined in any judicial proceeding, shall be the Superior Court of Hampden County, or the United States District Court for the Western District of Massachusetts, sitting in Springfield, Massachusetts. It is the express intention of the parties that all legal actions and proceedings related to this Agreement or the rights or relationship of the parties arising therefrom shall be solely and exclusively brought and heard in said Courts.

24. DEFAULT

The Team shall be in default of the lease should it fail to comply with any term herein. Subject to any governing provision of law to the contrary, if Team fails to cure any financial obligation within three (3) days or any other obligation within fourteen (14) days after written notice of such default is provided by the City to Team, the City may take possession of Premises without further notice.

In the alternative, the City may elect to cure any default and cost of such action shall be added to Team financial obligations under the lease. Team shall pay all costs, damages and expenses, including reasonable attorney's fees and expenses, suffered by the City by reason of Team default.

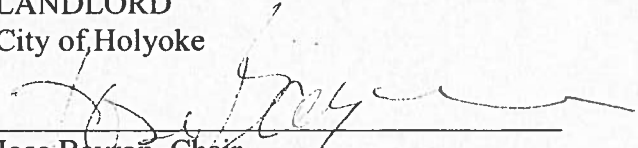
25. ENTIRE AGREEMENT

This lease agreement contains the entire agreement and intentions of the parties. There are no other agreements written or oral.

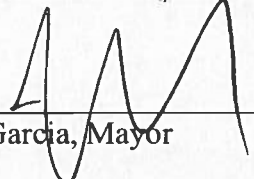
Addendum A is affixed hereto and fully incorporated by reference.

IN WITNESS WHEREOF, the LANDLORD and TENANT have hereunto set their hands and seal this 9th day of May 2022.

LANDLORD
City of Holyoke

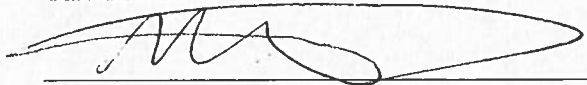


Jose Bayron, Chair
Parks & Recreation Commission



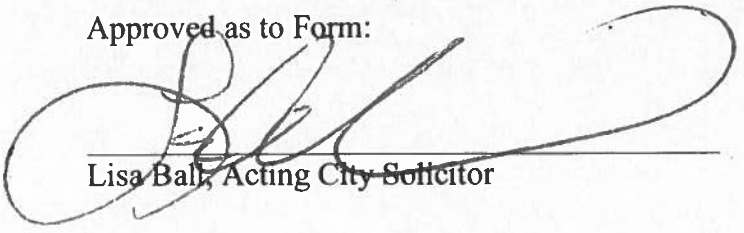
Joshua A. Garcia, Mayor

TENANT:



Matthew Drury, President
Valley Sports Foundation, Inc.

Approved as to Form:



Lisa Ball, Acting City Solicitor