

COLUMBUS INDOOR FOOTBALL TEAM, LLC.

COLUMBUS, GEORGIA

THIS CONTRACT OF RENTAL, made and entered into this 15th day of February, 2023, by and between COLUMBUS, GEORGIA, a Consolidated City-County Government under the laws of the State of Georgia hereinafter referred to as “Lessor” or “the City” and Columbus Indoor Football Team, LLC. hereinafter referred to as “Lessee/Owner”.

WITNESSETH:

That for and in consideration of the premises, covenants, herein contained and for other good and valuable considerations, the parties hereto do agree as follows:

1.

Lessor agrees to and does hereby rent and lease to the Lessee/Owner the facility known as Columbus Civic Center for the period beginning February 1, 2023 through February 1, 2028

The term of this Agreement is for American Indoor Football Association. It is expressly agreed that the

Lessee/Owner shall have exclusive rights to operate a professional indoor football team, which shall be a member of the American Indoor Football Association and that should the team so operated by

Lessee be expelled or otherwise deprived of playing as a member of the AIFA

through disbandment, suspension of operation by any league or otherwise, this rental contract shall

be cancelable within ninety (90) days by written notice of either party to the other. This lease or the

terms provided herein are non-transferable, unless expressly approved by the Columbus Council.

2.

Lessor or Lessee/Owner shall have the right to cancel this Agreement upon one hundred and eighty (180) days advance written notice to the other party, but any such cancellation shall not interfere with any regular season or post-season play.

3.

Lessor shall give Lessee/Owner priority for available booking dates August 1, 2022 for the upcoming regular season. The Lessor agrees ten - (10) premium weekend dates (Fridays or Saturdays) will be provided and reserved up to November 15. After November 15, the lessor may begin to accept reservation challenges for premium weekend dates, however, a minimum of six (6) premium weekend dates will be reserved for arena football. The Parties shall mutually agree on the season home game schedule taking into consideration the maximization of revenue for both parties, league requirements and other building activity.

4.

Lessor agrees to provide Lessee/Owner with not more than six (6) additional booking dates under this agreement. All turf-related events of Lessee/Owner must be held between March and August (or the last game of the team's regular or play-off season) of each year.

All arena football related events sponsored by Lessee/Owner will be under the management of the Lessee/Owner.

In the interest of a cooperative effort and recognizing the Lessor's mandate to provide a variety of entertainment opportunities to the community, the Lessee/Owner and Lessor agree to work together to ensure reasonable and prudent resolve to scheduling

challenges. Lessee/Owner understands that no set amount of practice is assured and owner shall develop its own secondary practice location. Memorial Stadium will be made available for practice at no rent when the schedule permits. In the event Memorial Stadium is not available another suitable field will be made available, also at no rent.

Rent and Charges

5.

Lessee/Owner shall pay to Lessor a minimum base rent of Three Thousand Dollars (\$3,000.00) per night (to be paid prior to the game Lessee/Owner may request a \$2.50 facility fee added to the face value of tickets to be used for improvements).

Settlement shall occur with (72) hours following an arena football game or other scheduled event.

Transfer of funds from Lessor shall occur on the next business day providing settlement is prior to 12:00 noon and said business day is not a bank or city government recognized holiday. The lessor shall retain the right to assess a facility fee for on going maintenance of the Civic Center. Advertised prices shall include the facility fee (if utilized). The Lessor shall notify the Lessee/Owner of the amount of the facility fee by October 15th for the upcoming season.

The Columbus Civic Center retains one hundred percent (100%) of all facility fee charges. Lessee/Owner shall not be required to pay ticket surcharge and facility fee on complimentary tickets. Lessee/Owner shall provide eighty-four (84) tickets to the Columbus Civic Center for market development and legislative complimentary tickets.

The Columbus Civic Center shall retain the right to assess a parking fee. Parking fees shall be collected in the parking lot by the Columbus Civic Center. The Columbus Civic Center retains one hundred percent (100%) of any parking charges.

The Columbus Civic Center agrees to provide at no rent or housekeeping charge all available hospitality areas not otherwise encumbered as auxiliary activity in conjunction with scheduled game for the Lessee/Owner's use for events during arena football games. Lessee/Owner agrees that attendees to such hospitality events must be through paid tickets.

Lessee/Owner shall pay three thousand dollars (\$3,000) for high school all-star games and Exhibition game on the same day with at \$2.50 facility fee to the Civic Center to assist with labor.

Lessee/Owner shall pay one thousand five hundred dollars (\$1,500) for expenses for Exhibition game, no rent.

Lessee/Owner shall pay three thousand (\$3,000) rent for play-off games.

Ticketing

The Columbus Civic Center retains exclusive rights to contract with a qualified ticket service or software provider for the purpose of providing ticketing to events at the Columbus Civic Center.

Concessions. Catering and Merchandising Revenues

The Columbus Civic Center shall have sole rights to concessions revenues 100 % to Lessor. Rent has been adjusted to account for concession/catering rebate. No other rebate Will be provided unless specified by management.

Lessee/Owner shall have sole rights to one hundred percent (100%) of all arena

football merchandise sold. The Columbus Civic Center has final approval of display and sale areas shall mutually agree. No food or beverage items may be sold by the owner.

The Lessee/Owner agrees to adhere to any third party agreements, which may supersede this agreement such as pouring rights, distribution of food, beverage.

Expenses

6.

Lessee/Owner agrees to pay all arena football game officials including referees, scorers, signs/banners and timekeepers, etc.

7.

Lessee/Owner agrees to pay all stagehand and skilled laborers (to include sound, special effect and lighting technical, etc.) employed for games and or by special request of Lessee/Owner. Lessee/Owner agrees to pay for use of the Civic Center house sound system.

8.

Lessee/Owner agrees to provide a team physician and medical staff for all arena football related events at its own expense.

9.

The Columbus Civic Center agrees to pay for the installation of turf, dasher boards, goal post, and scoreboards.

The Columbus Civic Center agrees to pay for the maintenance of arena football goals, turf maintenance machine, driver and personnel to move and restore the nets during the games. Lessee/Owner agrees that any turf stored at the Columbus Civic Center is the property of Lessor.

Advertising

10.

The Lessee/Owner has rights to sell advertising space in the arena Civic Center Arena Bowl restricted to turf, dasher pads and 100 level wall only. Such ad areas are subject to display during arena football events only.

Recognizing that the maintenance of a pleasing appearance is vital to ensure a favorable overall entertainment experience. The Lessee/Owner and the Columbus Civic Center shall agree to the content and placement of advertisements in the Civic Center.

The Lessee/Owner will control the message board during all arena football games except for twenty (20) minutes-approximately five (5) minutes per quarter, which shall be provided to the Columbus Civic Center for advertising and marketing purposes. Broadcast rights will be divided eighty percent (80%) to the team and twenty percent (20%) to the facility.

11.

Lessee/Owner agrees that special promotional banners may be utilized during arena football events for single event promotions and that facility management of the Columbus Civic Center shall consult with Lessee/Owner to determine the appropriate location and method for hanging such banners.

The Columbus Civic Center reserved the exclusive right to advertising revenue on single game tickets, Civic Center Internet pages, future closed circuit-television messaging

systems, or other areas outside the arena Civic Center.

Turf Preparation and Maintenance

12.

The Columbus Civic Center shall provide Lessee/Owner with four (4) hours of daily practice time form 6:00pm until 10:00pm when available at no cost to owner. Proper climate control will be conducive for practice.

13.

The Columbus Civic Center agrees to make the arena football facility available to Lessee/Owner at least six (6) hours prior to any professional arena football games.

Space Rental

14.

To the extent permitted by Georgia law, the Columbus Civic Center agrees to provide exclusive professional arena football rights to the arena football franchise of Lessee/Owner.

Pre game Activity

15.

Pre game functions will be provided by the Columbus Civic Center and Lessee/Owner to include entertainment, photo and autograph functions, food and beverages sales and merchandise sales. 100% of the food and beverage will go to the facility. 100% of the merchandise will go to the team. Additional staffing required may be charged to Lessee/Owner by management.

16.

By acceptance of this Agreement, Lessee/Owner shall be required to obtain liability insurance coverage in amounts as outlined in this section for claims by persons who are customers or employees or Lessee/Owner or contracted vendors or whose presence on the premises is due to the function or activity conducted by the Lessee/Owner or vendor.

Lessee/Owner agrees to pay for any damage to the facility and for any damage to or loss of any Civic Center's property resulting from the occupancy of said facility by Owner or resulting from the conduct or actions of Lessee/Owner, its agents or employees, or any persons participating in or attending the event during Lessee/Owner's occupancy except for normal wear and tear. Lessee/Owner or contracted vendor shall not be responsible for claims arising out of occurrences that are independent of the operations or activities of the Lessee/Owner or vendor or that would have occurred in spite of the presence of the Lessee/Owner or vendor at the Columbus Civic Center. Said policy shall contain not less than the following limits of liability; \$1,000,000 for death or bodily injury sustained by one person in any one occurrence; \$1,000,000 for death or bodily injury sustained by more than one person in any one occurrence; \$1,000,000 for damage to or loss of property in any one occurrence.

Lessee/Owner simultaneously with the acceptance of this lease, deliver said policy of insurance, or a certified copy thereof, or to a certificate of insurance in this amount to the Lessor. Said policy shall be approved by the Lessor as to sufficiency.

The foregoing provisions governing the procurement of insurance by Lessee/Owner or amounts of coverage may be modified by the parties subsequent to the execution of this Agreement, but such modification shall be subject to the approval of the Columbus

Council.

17.

This Agreement shall be constructed in accordance with the laws of the State of Georgia.

COLUMBUS GEORGIA

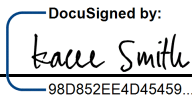
BY: _____ City Manager

ATTEST: _____

BY: _____ Director of Columbus Civic Center

ATTEST: _____

Owner/Team

BY:  _____
98D852EE4D45459...

ATTEST: Kacee Smith- President _____