

THE SOUTHEASTERN CONFERENCE
SOFTBALL CHAMPIONSHIP
VENUE LICENSE AGREEMENT

THIS AGREEMENT (this “Agreement”) is entered into on this **17th day of April, 2026** (the “Effective Date”), by and between the City of Madison, Alabama, a municipal corporation in the State of Alabama (“Owner”), and the Southeastern Conference, an Alabama unincorporated association (the “SEC”).

WHEREAS, the SEC is an unincorporated association that has requested use of the Stadium (as defined below) to host the 2027, 2028, 2029, and 2030 SEC Softball Tournaments and related activities (each such SEC Softball Tournament and its related activities, a “Tournament”); and

WHEREAS, pursuant to Owner’s License Agreement, dated April 17, 2026 (as the same has been or may be amended, the “License Agreement”), with BallCorps, LLC (“Manager”), the Stadium is designated as a multi-purpose venue, and Owner has the right and ability to utilize the Stadium for “City Events” other than minor league baseball games; and

WHEREAS, Owner desires to allow the SEC the use of the Stadium as a “City Event” as provided in the License Agreement and in accordance with the terms hereof; and

WHEREAS, the City Council of the City of Madison has determined that the Tournament will serve the public purpose of promoting tourism within the City of Madison, and the Tournament will otherwise promote the public health, safety, and welfare of the City of Madison.

NOW, THEREFORE, for and in consideration of the mutual covenants herein and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties agree as follows:

1. Tournament.

(a) **Initial Term; Tournament Period.** In consideration of the public benefits accruing to Owner and its citizens in connection with each Tournament, Owner hereby grants to the SEC, and the SEC hereby accepts, an exclusive license to use for each Tournament (i) the stadium currently known as Toyota Field located at 500 Trash Panda Way, Madison, Alabama 35758, and all locker rooms, clubhouses, umpire rooms, batting cages, press boxes, multi-purpose rooms, concessions and parking areas located therein or adjacent thereto (which, together with all other facilities and equipment therein, is referred to as the “Stadium”), and (ii) the fields and gymnasium space located in and around the Town Madison Wellness Center at 190 Graphics Drive, Madison, Alabama 35758 (the “Wellness Center” and, together with the Stadium, the “Facilities”). The foregoing license is for each of the following periods (as such periods may be changed or expanded by the SEC as provided herein, each a “Tournament Period”):

- From 8:00 a.m. CT on Sunday, May 9, 2027, to 11:59 p.m. CT on Sunday, May 16, 2027
- From 8:00 a.m. CT on Sunday, May 7, 2028, to 11:59 p.m. CT on Sunday, May 14, 2028

- From 8:00 a.m. CT on Sunday, May 6, 2029, to 11:59 p.m. CT on Sunday, May 13, 2029
- From 8:00 a.m. CT on Sunday, May 5, 2030, to 11:59 p.m. CT on Sunday, May 12, 2030

The Tournament played during a given year shall be deemed to run for the entire Tournament Period set forth above for such year. Each Tournament Period may be changed by the SEC with at least 90 days' prior written notice to Owner. Notwithstanding the foregoing, each Tournament Period is subject to the approval of Major League Baseball ("MLB"), provided that (y) Owner shall use commercially reasonable efforts to secure for the SEC the Tournament Periods set forth above (and, if applicable, in any extension notice provided under **Section 1(b)**) and (z) MLB's approval shall be deemed to have been given unless MLB objects to such Tournament Period by the May 1st of the calendar year immediately preceding such Tournament Period (or, in the case of any changes to such Tournament Period made by the SEC after such date, within 30 days of such changes). If the MLB timely objects to any Tournament Period, the parties shall work together in good faith to select an alternative Tournament Period (subject to the SEC's rights under **Section 6**).

(b) Renewal Option. The SEC shall have the option to extend the term of this Agreement for an additional two-year period to cover the 2031 and 2032 SEC Softball Tournaments (the "Additional Tournaments"), by providing written notice to Owner on or before June 30, 2029. If the SEC elects to extend this Agreement pursuant to the immediately preceding sentence, (i) each Additional Tournament shall be deemed a "Tournament" hereunder, (ii) all terms and conditions set forth herein shall apply to such Tournaments, and (iii) the SEC shall specify the applicable Tournament Period for each such Tournament at the time such notice of extension is provided to Owner, provided that such Tournament Periods shall be in the calendar month of May for each applicable year and shall not exceed a period of eight consecutive days.

(c) Authority. Owner represents and warrants that it has the authority and ability to enter into this Agreement and to fulfill its obligations hereunder pursuant to the License Agreement. Owner acknowledges and agrees that, except as provided herein, the operation of each Tournament, and the SEC's rights with respect thereto, shall be governed by that certain Venue and Championship Event Agreement, dated on or around the date hereof, between the SEC and Manager (the "Event Agreement").

(d) Rental of Facilities Pursuant to License Agreement. As provided in Article X, Section A of the License Agreement, Owner will provide notice to Manager of its intention to designate the Tournament as one of Owner's ten (10) designated "City Events" throughout the Term of this Agreement. Due to the public benefits accruing to the City of Madison as a result of this Agreement, Owner will not charge the SEC rental or any other fees for use of the Facilities for any Tournament.

2. Owner Obligations.

(a) Exclusive Use of the Facilities. During the entirety of each Tournament Period, Owner shall ensure the Facilities are available for the exclusive use of the SEC for the Tournament games, practices and accompanying SEC-approved functions; provided, however, that employees

of Owner shall be permitted to access the cardio and weight rooms at the Wellness Center during each Tournament Period so long as such use does not unreasonably interfere with any participating team's use thereof.

(b) Police Escorts; Directions. Owner shall (i) arrange for a police escort for each participating team with respect to any travel within Owner's city limits between the Stadium, the Wellness Center and such team's hotel, in each case during the entirety of the Tournament Period; and (ii) provide a reasonable amount of wayfinding and decorative signage within the Town Madison development to direct spectators to the Tournament.

(c) Wellness Center Maintenance. Owner shall ensure that the practice fields located at the Wellness Center are in a condition that is clean, well-maintained, safe, and suitable for SEC player warm-ups and practices during each Tournament Period.

(d) Provision of Ambulance. Owner shall arrange to have an ambulance on-site at the Stadium for the duration of each Tournament Period to provide paramedic support for emergencies and player injuries during the Tournament. The SEC acknowledges that in the event of a Force Majeure Event or other public emergency, an ambulance may be temporarily unavailable.

3. Advertising, Marketing, and Promotions.

(a) Trademarks. Except pursuant to the SEC's specific, prior written approval, Owner may not use, license, reproduce, or copy a Tournament logo or any trademark or servicemark of the SEC or of any of its member institutions. The SEC hereby grants Owner a limited, non-exclusive license, revocable at any time upon notice to Owner by the SEC, and expiring in any event at the conclusion of the applicable Tournament Period, to use and reproduce, solely relating to a Tournament Period, Tournament logos and the SEC's trademarks and servicemarks (and in connection with use of the SEC's trademarks and servicemarks, the trademarks and servicemarks of the SEC member institutions) only (i) for purposes of promoting and marketing the Tournament (but not for direct pecuniary compensation to Owner), (ii) in accordance with the provisions of this Agreement and (iii) after receiving prior written approval from the SEC of the copy and concept to be used for promoting or marketing the Tournament. Owner shall have no other rights to use, license, relicense, assign, or otherwise benefit from the trademarks or servicemarks of the SEC or of any of its member institutions. Local patrons or contributors enlisted by Owner to support its efforts as host may not use the trademarks or servicemarks of the SEC or of any of its member institutions, including the Tournament-specific mark (*i.e.*, the Tournament logos), for any purpose. In no event shall an individual or entity other than an official SEC Corporate Sponsor be referred to as a "sponsor" of the Tournament.

(b) Signage. Owner grants to the SEC permission to hang signage that faces outward from the Stadium (including signage within the Stadium that is visible from the outside of the Stadium) at the SEC's sole cost and expense for the duration of each Tournament Period. The SEC shall submit signage and installation plans to the Planning Department of Owner at least thirty (30) days prior to each Tournament Period for location and safety review. Owner acknowledges and agrees that the SEC's right to hang and display signage at the Stadium that is not visible from street level outside the Stadium shall be as set forth in the Event Agreement.

4. Exclusive Right to Broadcast. The SEC owns and retains all television, pay-per-view, cable, radio, internet, mobile, digital and other rights to tape, broadcast, rebroadcast and otherwise distribute, license, exhibit, sublicense, televise, transmit, or retransmit each Tournament and any and all portions of each Tournament (including media interviews and pre- and post-game material and events) throughout the universe by any and all means, uses and media now known or hereafter developed (collectively, "Broadcast Rights"). If and to the extent Owner has or shall have any such Broadcast Rights, Owner hereby irrevocably assigns, conveys and transfers all such rights (including full ownership of all copyrights) to the SEC in perpetuity, and the SEC accepts such assignment, conveyance and transfer.

5. Right of Inspection. The SEC shall be entitled to conduct an inspection of the Facilities not earlier than 30 days prior to the start of each Tournament to verify that the areas specified in this Agreement are acceptable to the SEC. At least thirty (30) days prior to the inspection, the SEC will coordinate visits and inspections with Owner's Facilities Department.

6. Assurances; Term and Termination.

(a) Assurances.

- (i) Owner Assurances. At any time prior to a Tournament, if the SEC reasonably believes that Owner will not be able to fulfill its obligations hereunder, or any event or occurrence has impacted or altered the Facilities such that they are no longer suitable to host such Tournament, the SEC will provide written notification of such circumstances to Owner. If Owner is unable to provide reasonable assurances that such obligations will be fulfilled or such conditions will be cured prior to the beginning of the applicable Tournament, the SEC shall be entitled to terminate this Agreement upon written notice to Owner, without prejudice to any other rights or remedies that it might have.
- (ii) SEC Assurances. The SEC agrees (i) not to engage in any act that mars, defaces or destroys any part of the Facilities and (ii) to surrender possession of the Facilities at the conclusion of each Tournament Period.

(b) Term; Termination. Subject to **Section 1(b)**, the term of this Agreement shall commence on the Effective Date and shall continue until June 30, 2030 (such term, together with any extensions thereof pursuant to the terms of this Agreement, the "Term"). Either party shall be entitled to terminate this Agreement upon written notice to the other party, without prejudice to any other rights or remedies that it might have, if a material breach of this Agreement by the other party occurs and either (A) such breach is incurable or (B) if curable, the responsible party shall have failed to cure such breach within 30 days after receiving notice thereof. In addition, the SEC may terminate this Agreement upon written notice to Owner, without prejudice to any other rights or remedies that it might have, if:

- (i) MLB objects to the dates of any Tournament Period as provided in **Section 1(a)** and the parties are unable to agree on suitable replacement dates (as determined in the SEC's sole discretion); or

(ii) the Event Agreement terminates for any reason.

(c) Temporary Suspension. Notwithstanding anything herein to the contrary, if MLB objects to the dates of any Tournament Period as provided in **Section 1(a)** and the parties are unable to agree on suitable replacement dates (as determined in the SEC's sole discretion), then, in lieu of terminating this Agreement pursuant to **Section 6(b)(i)**, the SEC may temporarily suspend this Agreement (upon written notice to Owner) with respect to the Tournament to be held during such Tournament Period, in which case each party shall be excused from its obligations hereunder with respect to such Tournament. Following such Tournament, this Agreement and each party's obligations hereunder shall be reinstated for the remainder of the Term.

(d) Assumption of Obligations under Event Agreement. Without limiting any of the foregoing remedies or any other rights the SEC may have under this Agreement or the Event Agreement or otherwise, if Manager notifies the SEC or the SEC otherwise becomes aware less than 180 days prior to the start of any Tournament Period that Manager will be unable to fulfill any or all of its obligations under the Event Agreement with respect to such Tournament Period, then, upon the SEC's written request, Owner shall reasonably assist the SEC in finding a replacement manager to fulfill such obligations for such Tournament Period (provided that the SEC shall have no obligation to utilize any replacement manager it deems unsuitable in its sole discretion).

7. Insurance

(a) Owner will maintain, throughout each Tournament Period, all-risk property insurance coverage for the Facilities (including all fixtures and equipment) providing protection to the extent of 100% of the replacement cost thereof. At least 60 days prior to each Tournament Period, Owner shall furnish the SEC with a certificate of insurance showing that such policy is in force and in effect. Such insurance policy shall be placed with an insurance company reasonably acceptable to the SEC and admitted to do business in Alabama and carrying a current rating of at least B++ in "Best's Insurance Guide."

(b) SEC will maintain, throughout each Tournament Period, commercial general liability insurance on an occurrence basis, with combined limits of at least \$1 million per occurrence and \$3 million in the aggregate for bodily injury and property damage. The SEC shall cause Owner to be listed as an additional insured on the policy specified in this **Section 7(b)** and provide a copy of certificates and endorsements verifying such insurance coverage upon Owner's written request.

8. Hold Harmless; Subrogation; Waiver of Claims. The SEC shall indemnify, defend, and hold harmless Owner and its respective officers, directors, elected officials, duly authorized agents, and employees from any and all third-party claims and any losses, damages, and reasonable expenses or attorneys' fees arising therefrom, in each case to the extent arising from any breach by the SEC of its obligations or duties pursuant to this Agreement or from any gross negligence or willful misconduct by the SEC or any of its employees, contractors, vendors, agents, representatives or personnel. To the extent allowed by Owner's insurance carrier, Owner, on behalf of itself and its insurers, shall waive all rights of subrogation against the SEC, its member institutions, and their respective directors, officers, employees, contractors, students, agents and

representatives for any loss or damage to the Facilities or other property damage incurred by Owner in connection with any Tournament. Following the execution of this Agreement, Owner shall in good faith seek to obtain a waiver of subrogation endorsement covering the Tournament Period, and Owner will provide a copy of said waiver to the SEC at least 90 days prior to each Tournament Period. In addition, the SEC and its member institutions, their respective directors, officers, employees, contractors, students, agents and representatives shall not be responsible or liable to Owner or any third party for any loss or damage to the Facilities or otherwise incurred by Owner in connection with any Tournament, except to the extent such loss or damage is covered by the SEC's insurance policy set forth in **Section 7(b)**.

9. Publicity. Owner shall not issue any press release, public statement or announcement or similar publicity relating to the transactions contemplated by this Agreement without first obtaining the prior written consent of the SEC.

10. Miscellaneous.

(a) Assignment. No party shall have the right to assign this Agreement or any rights hereunder (whether by operation of law or otherwise) without the prior written consent of the other party.

(b) Force Majeure. No party shall be responsible for any performance under this Agreement when prevented from doing so by an act of God, war, riot, acts or threats of terrorism, catastrophe, weather phenomenon, governmental orders or advisories, epidemic, pandemic or other similar risk of spreading of or exposure to communicable diseases, or any other legitimate condition beyond the reasonable control of the party claiming such condition that was not contemplated hereunder and was not reasonably foreseeable (whether or not similar to the foregoing) (each, a "Force Majeure Event"), provided that such party notifies the other party as soon as reasonably possible and uses commercially reasonable efforts to avoid, mitigate and circumvent such condition. The foregoing rights are in addition to any rights the parties may have under doctrines of impossibility/impracticability or frustration of purpose.

(c) Waiver. No waiver of any provision hereof shall be effective unless in writing, signed by the waiving party, nor shall any such waiver be held to waive the same provision on a subsequent occasion or be construed to constitute a waiver of any other provision hereof. A party's failure to enforce, or delay in enforcing, any of its rights under this Agreement shall not be deemed a waiver of any of those rights or any other rights under this Agreement.

(d) Independent Contractor Relationship. The relationship between the parties under this Agreement is wholly independent. Nothing herein contained shall create or be deemed to create any agency, employment, partnership, franchise, joint venture or other relationship between the parties hereto other than licensor and licensee, and no party shall have power or authority to bind the other party in any manner whatsoever or create, in writing or otherwise, any obligation or responsibility of any kind, express or implied, in the name of or on behalf of such other party.

(e) Notices. All notices, communications, reports and statements to be given hereunder shall be sent in writing and shall be deemed to have been duly given (i) when transmitted by electronic mail (if sent during normal business hours on a business day and otherwise on the next

business day) or (ii) three days after being mailed by registered mail or certified mail, return receipt requested, postage prepaid, in each case to the following addresses:

If to the SEC:

The Southeastern Conference
2201 Richard Arrington Jr. Blvd., N.
Birmingham, AL 35203-1103
Attn: Greg Sankey, Commissioner
E-mail: tdaniels@sec.org and jhammond@sec.org

If to Owner:

Mayor's Office
100 Hughes Road
Madison, AL 35758
Attn: Legal Department
E-mail: mayorsoffice@madisonal.gov and legal@madisonal.gov

(f) Amendment. None of the terms of this Agreement may be amended or modified except as expressly agreed to in writing by the parties.

(g) Entire Agreement. This Agreement sets forth the entire agreement between the parties, and supersedes all prior agreements, representations, oral statements, and understandings between the parties, in each case with respect to the subject matter hereof.

(h) Survival. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect. Moreover, if any provision of this Agreement establishes, with respect to any party or beneficiary, any right and/or obligation that expressly or by implication is to be in effect after the termination or expiration of this Agreement, such provision shall be binding upon the parties for such period of time as may reasonably be required in order to give full effect to its intended application.

(i) Time of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement and all obligations to be performed hereunder, time is of the essence.

(j) Choice of Law; Forum. This Agreement and the terms and provisions of this Agreement shall be interpreted and construed in accordance with, governed by, and enforced in accordance with the laws of the State of Alabama without regard to principles of conflicts of law. Any litigation, action, or proceeding arising out of or relating to this Agreement and solely between the parties hereto shall be instituted solely and exclusively in the state or federal courts in Madison County, Alabama. Each party hereby waives any objection that it might have now or hereafter to the venue of any such litigation, action or proceeding, submits to the jurisdiction of any such court, and waives any claim or defense of inconvenient forum. Owner consents to service of process by certified or registered mail, return receipt requested, at its address set forth above and expressly waives the benefit of any contrary provision of law.

(k) Headings. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

(l) Counterparts. This Agreement may be executed in multiple counterparts with the same effect as if the parties executing the several counterparts had all executed the same document. Counterparts may be delivered via facsimile, electronic mail, or other electronic transmission method (*e.g.*, DocuSign), and any counterpart so delivered shall be deemed to have been duly and validly delivered and shall be valid and effective for all purposes.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first mentioned above.

CITY OF MADISON, ALABAMA

By: _____
Ranae Bartlett, Mayor

Attest: _____
Lisa D. Thomas, City Clerk-Treasurer

SOUTHEASTERN CONFERENCE

By: _____
Greg Sankey, Commissioner