

EVENTSUPPORT AGREEMENT FOR THE SPRING LEAGUE 2020

WHEREAS, The Spring League, LLC. has selected the Alamodome in San Antonio, Texas ("City") as the site for its Spring League Football games and practices ("Event");

WHEREAS, The Spring League, LLC. and City entered into the Event stadium agreement dated September 23, 2020 ("Event Agreement"); and

NOW THEREFORE, The Spring League, LLC. and City now execute this agreement ("Agreement") for and in consideration of the promises contained herein and to comply with Vernon's Ann. Texas Civ. St. Art. 5190.14 Sec. 5C ("Events Trust Fund"):

Commitments.

1. This Agreement makes reference to the Event Agreement and sets forth certain obligations of both parties related to the Event. The Spring League, LLC. agrees to hold the Events in San Antonio, Texas under the terms of the Event Agreement. Pursuant to the Event Agreement:

- a) City, acting as the endorsing municipality, agrees to subsidize The Spring League, LLC. the operational cost, event staffing cost, peer security, Cleaning cost, Audio/Video staffing cost, First Aid services, San Antonio Police Department Security and San Antonio Fire Marshals.
- b) City agrees to provide Electronic Down Indicator.
- c) City agrees to reimburse facility rental (\$114,000).
- d) City agrees to reimburse The Spring League, LLC. for equipment rental expenses paid by The Spring League, LLC., including the following items capable of servicing players and coaches:
 - Locker Room and Medical Equipment, including tape sufficient for players for practice days and games and defibrillators.
 - Practice and Game Equipment including blocking sleds, blocking pads, misting fans, water stations, tackling dummies, practice cones, first-down chains, yard markers, field chalk, and end- zone markers.
- e) Media Production/Videography. The City will reimburse The Spring League, LLC. for its cost of taping, editing, production and distribution of The Spring League, LLC. games and practices.
- f) Water/Hydration Stations and Training Meals. The City will reimburse The Spring League, LLC. for its cost of providing water/hydration stations and training meals that are necessary for the health and safety of players, officials, coaches and other The Spring League, LLC. and game-day personnel. This consists of the following:
 - Water, Gatorade (and Gatorade energy bars and shakes) sufficient for their practice days and games (3 hours per game).
 - Three (3) meals per day for the above-referenced players, officials, and coaches for practice days and games.
- g) Transportation. The City will reimburse The Spring League, LLC. for its transportation cost related to daily shuttle service for players, coaches, staff, press, and scouts.
 - The service will run between airport, bus station, the Facility, and The Spring League, LLC. hotel.
 - Drivers (at 6 hours per day for all practice days and games).
 - Shuttle buses or similar vehicles, each sufficient to hold twenty (20) persons.
- h) Event Staffing. The City will reimburse The Spring League, LLC. for staffing costs required to execute the event safely and professionally, including the following staff:

Coaches, Referees, PA Announcer, Equipment Crew, Medical for Players and EMT for Players.
- i) Insurance. The City will reimburse the The Spring League, LLC. for event insurance required for hosting the event.
- j) Permits. The City will reimburse the The Spring League, LLC. for any actual costs associated with obtaining of permits, licenses, insurance, and bonding for the Event.
- k) Shipping. The City will reimburse the The Spring League, LLC. for costs associated with shipping Practice and Game Equipment to the Venue.

The Parties agree that that the items listed in Paragraph 1 (a)-(k) are necessary for the Event.

2. The amount described in Paragraph 1 is limited to funds available from and approved for eventual distribution from the Events Trust Fund established for the Event. Any reimbursement received from the Events Trust Fund shall first be used to repay the City's local contribution and then to cover the costs set forth in Paragraph 1.

3. Attendance – *Fifteen (15)* days upon completion on the Event, The Spring League, LLC. agrees to provide the actual attendance for this Event as follows:

- a) Actual attendance with breakdown of projected attendance from:
 - i. San Antonio Metropolitan Market;
 - ii. Texas, outside the San Antonio Metropolitan area market; and
 - iii. Outside the State of Texas.
- b) Breakdown of actual attendance including, but not limited to patrons, staff, players, and media.

Procedure.

- 1. City will perform the duties of fiscal agent and administrator.
- 2. The Spring League, LLC. will work with City so that City may submit a request to the Texas Comptroller's Office for consideration of reimbursement from the Events Trust Fund for the Event.
- 3. City will review all associated documentation to determine eligibility for reimbursement from the Events Trust Fund.
- 4. City shall submit all eligible requests for disbursement from the Events Trust Fund for the Event, along with the City matching funds to the State Comptroller no later than the 120th day after the last day of the Event.

General Terms.

- 1. Each Party agrees to cooperate with the other in good faith. The Spring League, LLC. must provide records and information necessary for compliance with Vernon's Ann.Texas Civ.St. Art. 5190.14 Sec. 5C to document attendance and the economic impact of the Event.
- 2. Should any portion or aspect of this Agreement be determined by a court of competent jurisdiction or the Comptroller's office to be invalid, then such invalidity shall not affect any other part or severable portion(s) of this Agreement, it being the intent of the Parties to obtain the maximum benefit possible from the remaining unaffected portion(s).
- 3. This Agreement is made subject to the laws of the State of Texas. Any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in the City of San Antonio, Bexar County, Texas.
- 4. The Parties recognize that full obligations between the parties for the Event, including indemnity are addressed by the Event Agreement executed by those parties and the indemnity language in that document shall govern indemnification between those parties with respect to this Agreement. This Agreement is limited as specified and shall not constitute a modification, acceptance or waiver of any other provision or provisions of the Event Agreement. The parties agree that the covenants, agreements, terms, provisions and conditions set forth in the Event Agreement shall continue to remain in full force and effect.

5. Each signatory represents that he/she is duly authorized to execute this Agreement on behalf of and to bind the Party for which he/she signs.

THE SPRING LEAGUE, LLC



Brian P. Woods
Chief Executive Officer
The Spring League, LLC.

CITY OF SAN ANTONIO/ALAMODOME



Steve Zito
General Manager, Alamodome