

LEASE SUMMARY

BASICS

TEAM: Tampa Bay Lightning

Team Owner: Jeffrey Vinik

[Team Website](#)

FACILITY: Tampa Bay Times Forum

[Facility Website](#)

Year Built: 1996

Ownership:

TYPE OF FINANCING: \$66.8 million in revenue bonds from the stadium authority and \$28.8 million in revenue bonds from the state helped pay the construction costs. Private sources funded the remaining amount.

TITLE OF AGREEMENT: Tampa Bay Arena, L.P. Lease

TERM OF AGREEMENT: Initial term of thirty (30) years, commencing on July 5, 1995, and terminating on the thirtieth (30th) anniversary of the Completion Date – Sect. 3(a), pg. 4

“Tenant retains option to renew the lease for each of two 5-year periods on the same terms and conditions[.]” – Sect. 3(b), pg. 4

PAYMENT/EXPENSES

RENT: “The leasehold interest provided in this Lease have been retained by Tenant upon the conveyance of fee simple title to the Land to Landlord and therefore no rent shall be payable hereunder.” – Sect. 4, pg. 4

INSURANCE: “Throughout the term of this Lease, Tenant shall at its own expense at all times maintain or cause to be maintained on the premises for the benefit of itself and the landlord: (i) general liability insurance[;] (ii) physical damage insurance[;] (iii) flood insurance[;] (iv) boiler and machinery insurance[;] and (v) use and occupancy or business interruption insurance. . . . All such policies shall name Landlord as an additional insured.” – Sect. 13(a), pg. 9–10

TICKET SURCHARGE: “Tenant shall impose a surcharge as provided in the City and County Series Surcharge Collection and Payment Agreements.” – Sect. 8, pg. 6

CAPITAL IMPROVEMENTS

“Throughout the term of this Lease Tenant shall maintain, preserve and keep the Premises or cause the Premises to be maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order, and condition (ordinary wear and tear, and damage from condemnation and casualty expected), and Tenant shall have the right from time to time, at Tenant’s cost, to make or cause to be made all improvements, replacements, substitutions, alterations, additions and renewals deemed proper and necessary by it and in the

course of any such improvement, replacement, substitution, alteration, addition or renewal to remove any real or personal property from the Land.” – Sect. 12(a), pg. 9

MAINTENANCE

“Landlord shall have reasonable access to the Arena during customary business hours upon reasonable notice for purposes of inspecting the manner in which the Arena is being maintained.” – Sect. 12(d), pg. 9

“Tenant shall maintain, preserve and keep the Premises to be maintained, preserved and kept, with the appurtenances and every pan and parcel thereof, in good repair, working order, and condition (ordinary wear and tear, and damage from condemnation and casualty excepted), and Tenant shall have the right from time to time, at Tenant's cost, to make or cause to be made all improvements, replacements, substitutions, alterations, additions and renewals deemed proper and necessary by it. . . . Landlord shall have no responsibility in any of such matters or for the making of repairs, improvements, replacements, substitutions, alterations, additions or renewals to the Premises.” – Sect. 12(a), pg. 9

USE

STANDARD OF PERFORMANCE: “Tenant agrees that, during the term of this Lease, it shall manage and operate the Arena, or cause it to be managed and operated, in accordance with Quality Arena Standards. Tenant shall exercise its bona fide best efforts to secure maximum bookings and use of the Arena for the economic advantage of Tenant, Landlord, the City, the County and the surrounding area, and shall in good faith negotiate to make the Arena available on reasonable terms and conditions with any other major sports franchise owners who would bring a major sports team to the Arena, to the extent not owned or under common control of Tenant or Lightning Partners, Ltd.” – Sect. 6, pg. 4

ESCAPE CLAUSES

EVENTS OF DEFAULT:

“Any or all of the following shall constitute an Event of Default:

- (i) any material warranty or representation . . . herein or in any writing delivered in connection herewith shall be false or misleading in any material respect as of the time made; or
- (ii) the failure . . . to pay then due any amount required to be paid under this Lease or any agreement executed or delivered in connection herewith or to observe or perform any condition, obligation or covenant on its part to be observed or performed hereunder, which failure shall continue for a period of 30 days after written notice[; or]
- (iii) the occurrence of any of the following:
 - (A) the entry of a decree or order for relief . . . under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar laws[, or]

(B) the commencement by Tenant or Landlord of a voluntary case under the federal bankruptcy laws, as now constituted or hereafter amended, or any other applicable federal or state bankruptcy, insolvency or other similar law[, or]

(C) Tenant or Landlord shall become insolvent or unable to pay its debts as they become due.” – Sect. 14, pg. 10

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RETENTION

“Tenant does hereby lease, retain and reserve the Premises, upon and subject to the terms and conditions herein set forth. Tenant shall use the Arena, or cause it to be used, without limitation, as a venue for sporting events, concerts, conventions, educational events and other events and to generally serve as a community meeting place. Tenant shall not allow any unlawful or immoral uses of the Premises. As the owner of such retained interests, Tenant shall be authorized to, among other things, fix, charge and collect admission fees and charges and other amounts in connection with the management and operation of the Arena such that net revenues after payment of all operating expenses, together with any other amounts available therefor, are at least sufficient to pay all debt service on all bonds and other obligations to which the revenues derived from the operation of the Arena are pledged or from which they are payable. In no event shall Landlord be held liable for the availability of any such revenues or charges for the payment of such debt service.” – Sect. 2, pg. 3–4