

# LEASE SUMMARY

**TEAM: Buffalo BILLS**

**Team Owner:** Terrence and Kim Pegula

[Team Website](#)

**FACILITY:** New Era Field

[Facility Website](#)

**Year Built:** 1973

**TITLE OF AGREEMENT:** 2013 Stadium Lease; and extension of the Master Lease dated 1998

**Lessor:** The County of Erie

**Lessee:** Buffalo Bills, Inc.

**TERM OF AGREEMENT:**

The 1998 Master Lease had a 2013 Expiration Date, and this 2013 Stadium Lease agreement extends the Expiration Date to “July 30, 2023, or such earlier date provided for in this 2013 Stadium Lease upon which this 2013 Stadium Lease shall expire.” Section 1.2.8, page 4.

**ANNUAL FIXED PAYMENT:**

“During the Term, the Bills shall pay in each Lease Year, as annual rent (‘the Annual Rent’) to the ECSC the greater of (i) \$800,000.00 (the “Initial Base Annual Rent”) . . . and (ii) fifty-percent (50%) of the amount by which Net Ticket Revenue exceeds NFL Average Net Ticket Revenue for the NFL Season concluded on or about February 1st of the immediately preceding Lease Year.” Section 3.1, pages 24-25.

**TERMINATION OF LEASE:**

Right to Terminate:

“The Bills shall have the right to terminate this 2013 Stadium Lease effective at 11:59 p.m., Buffalo, New York time as of the Termination Date, provided that the Bills have first (a) delivered to the County and the ECSC, no later than 12:00 noon Buffalo, New York time on the Termination Notice Date, written notice of the Bills’ intention to terminate this 2013 Stadium Lease.” Section 7.1, page 35.

Automatic Termination without Payment of Termination Fee:

“In the event (i) the 2013 Construction Coordinating Agreement is terminated in accordance with the terms and conditions thereof for reasons other than the attainment of the Final Completion of the Project (as defined in the 2013 Construction Coordinating Agreement), or (ii) prior to any written notice of the Bills’ intention to terminate the Stadium Lease pursuant to Section 7.1 hereof, notice of termination is appropriately given pursuant to Section 13.5 hereof, this 2013 Stadium Lease and the Term shall automatically terminate as of the end of the Lease Year.” Section 7.2, page 36.

**USE OF FACILITY:**

“[T]he Bills shall have the right to use the Stadium Complex for any lawful purpose that (a) is not generally recognized as being contrary to public morals, and (b) does not change the primary purpose of the Stadium Complex from a venue for professional football contests and musical concerts and festivals.” Section 5.1, page 31.

**MAINTENANCE:**

“[T]he Bills shall have the exclusive right, power, authority and obligation to direct all aspects of the operation, repair, maintenance, management and control of the Stadium Complex at all times during the Term.” Section 9.1, page 36.

**INSURANCE:**

General Operation:

“[T]he Bills shall perform the following: . . . [p]rocure and maintain throughout the Term all Bills’ Insurance Policies.” Section 9.1, pages 36-37.

Bills’ Insurance:

“During the Term, the Bills, at its sole cost and expense, shall keep and maintain . . . :” property insurance, commercial general liability insurance, automobile liability insurance, workers’ compensation and employers’ liability, excess “umbrella” liability insurance, and contingent business interruption and extra expense insurance. Section 18.1, pages 48-49.