

LEASE SUMMARY

BASICS

TEAM: Cincinnati REDS
Team Owner: Bob Castellini
[Team Website](#)

FACILITY: Great American Ball Park
[Facility Website](#)
Year Built: 2003
Ownership: Board of Commissioners of Hamilton County, Ohio

TYPE OF FINANCING: The Reds contributed \$30 million toward construction of the stadium. Rent will amount to \$2.5 million annually for the thirty-year lease. However, because of the extra costs of the project, the team expanded its lease with the facility to thirty-five years. The County will pay most of the cost, using proceeds from the 0.5% sales tax increase that voters approved in 1996. *Appendix 1, Sports Facility Reports*, Vol. 18, available at <https://law.marquette.edu/assets/sports-law/MLB.Antonio.72617.pdf>.

TITLE OF AGREEMENT: Amended and Restated Lease Agreement
Lessor: Board of Commissioners of Hamilton County, Ohio
Lessee: The Cincinnati Reds, LLC

TERM OF AGREEMENT: The Term shall commence on June 16, 1999, and will end on October 31, 2037. Section 6.1, page 14.

PAYMENTS/EXPENSES

RENT:

“The Team shall pay an annual base rent (‘Base Rent’) to the County during the Term in accordance with the following schedule:

<u>Lease Year</u>	<u>Annual Base Rent</u>
1-9	\$2,500,000.00
10-35	\$1.00

In addition to the foregoing . . . [t]he Team will also have paid “(i) \$10 Million on or about August 17, 2000 (the ‘Groundbreaking Date’); and (ii) an additional \$10 Million on or about August 17, 2001 . . . and (iii) . . . [a] final \$10 Million pre-completion payment.” Section 6.2.1, page 14.

OPERATING EXPENSES:

Payment of Taxes:

“What taxes are not exempt “from the imposition of real estate taxes and property taxes, the parties agree that such impositions shall be paid by the County.” Section 7.1, page 15.

Team Use Day Operations - Team Responsibility:

“[T]he Team shall have full and complete responsibility, at the Team’s sole cost and expense, for the operation and management of the Ball Park Project on all days, including, but not limited to the employment of all security, crowd control, utilities, maintenance, cleaning, landscaping and other personnel.” Section 11.2, page 21.

Team Use Day Operations - County Responsibility:

“[T]he County shall be responsible for the following costs associated with the use of the Ball Park:

- (a) The costs of acquiring and maintaining the appropriate public liability, property and casualty insurance for such activities; and
- (b) Capital Repairs.”

Section 11.3, page 21.

Utilities:

“[T]he Team shall purchase all utility services, including, but not limited to, gas, fuel, water, sewage and electricity.” Section 11.4, page 21.

CAPITAL IMPROVEMENTS

CAPITAL REPAIRS RESERVE ACCOUNT:

“[T]he County shall establish and maintain an account (the ‘Capital Reserve Account’), the purpose of which shall be to accumulate funds for the payment of the cost of Capital Repairs for which the County is financially responsible hereunder. On or before July 15 of each Lease Year throughout the Term, the County shall deposit One Million Dollars (\$1,000,000.00) into the Capital Reserve Account.” Section 13.6, page 25.

GENERAL ALLOCATION OF RESPONSIBILITIES:

“(i) the Team, through Manager, is responsible for performing, or causing the performance of, Routine Maintenance and Repairs at its sole cost and expense and (ii) the County is responsible for performing, or causing the performance of, Capital Repairs at its sole cost and expense (as defined in Section 13.3) and the County is responsible for paying the costs of those repairs.” Section 13.1, page 22.

MAINTENANCE

ROUTINE MAINTENANCE AND REPAIRS:

“The Team, through Manager, shall provide all planning, labor, personnel, administration, subcontractors, supervision, materials and all other services required to efficiently and professionally operate, manage and maintain the Ball Park Project.” Section 13.2, pages 22-23.

RETENTION

NON-RELOCATION/RETENTION CLAUSE:

“The Team hereby acknowledges that the State and the County will be irreparably harmed by the transfer, move or other relocation of the Team’s Cincinnati Reds franchise to a location other than the Ball Park Project during the Term.” Article 16, page 27. “The Team shall not enter into any contract or agreement of any kind to transfer, move or otherwise relocate the Team’s Cincinnati Reds franchise outside the County of Hamilton or to a location other than the Ball Park during the Term.” Section 16.1.2, page 27. The Team must play all home games, during season and post-season games, at the Ball Park. Section 16.1.4, page 27.