

LEASE SUMMARY

TEAM: Denver BRONCOS

Team Owner: Pat Bowlen

[Team Website](#)

FACILITY: Broncos Stadium at Mile High

[Facility Website](#)

Year Built: 1948

TITLE OF AGREEMENT: Lease and Management Agreement

Lessor: Metropolitan Football Stadium District, PDB Sports, LTD

Lessee: Stadium Management Company, LLC

TERM OF AGREEMENT:

“PDB shall lease the Stadium on the terms set forth herein for a period beginning upon its occupancy of the Stadium and continuing until 30 years after such date, or the end of 30 complete NFL seasons at the Stadium, whichever is later.” Article 4.1, page 3.

ANNUAL FIXED PAYMENT:

“PDB shall pay an annual base rent of \$1,000,000 per year on or before February 1 of each of the first eleven (11) years of the Term. PDB shall pay an annual base rent of \$2,000,000 per year in years twelve (12) through fourteen (14) of the Term and \$3,250,000 per year for years 15 through the remaining years of the Term.” Article 11, page 14.

TERMINATION OF LEASE:

Default by PDB:

“The occurrence of any one or more of the following events constitutes a default by PDB under this Agreement (‘PDB Default’):

- (a) Failure by PDB at any time to pay any sums payable by PDB to the District hereunder within ten (10) days after notice from the District . . .
- (b) Failure by PDB to observe or perform any other covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days after such notice is given to PDB . . .
- (c) PDB admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors, or applies for or consents to the appointment of a trustee or receiver for PDB, or for a major part of its property;
- (d) A trustee or receiver is appointed for PDB or for a major part of its property and is not discharged within ninety (90) days after such appointment; [or]
- (e) Bankruptcy [or the like] . . .” Article 29.1, pages 41-42.

Default by District:

“The occurrence of any one or more of the following events constitutes a default by the District under this Agreement (‘District Default’):

- (a) Failure by a District at any time to pay any sums payable by the District to or on behalf of PDB or to the Capital Replacement Reserve Fund hereunder within ten (10)

- days after notice from PDB . . .
- (b) Failure by the District to observe or perform any other covenant, agreement, condition or provision of this Agreement, if such failure shall continue for more than thirty (30) days after such notice is given to the District . . .
 - (c) A trustee or receiver is appointed for PDB or for a major part of its property and is not discharged within ninety (90) days after such appointment; [or]
 - (d) Bankruptcy [or the like] . . .” Article 29.2, pages 43-44.

USE OF FACILITY:

“PDB shall, subject to all limits and conditions imposed upon PDB in this Agreement, be entitled to use the Leased Premises on a year-round basis for the following purposes:

- (a) Playing of National Football League games and activities related to the playing of National Football League games and the maintenance of a National Football League team . . .
- (b) Playing of college or high school football games and activities related to the playing of college or high school football games . . .
- (c) Sporting events and related functions . . .
- (d) Music concerts and shows;
- (e) Conventions, fairs and carnivals and similar events and activities;
- (f) Community and charitable events;
- (g) The operation of club/restaurant facilities . . .
- (h) The operation of PDB’s and SMC’s and District’s offices . . .
- (i) The sale of food and alcoholic and non-alcoholic beverages, souvenirs and other items . . .
- (j) The sale of space on or for advertising signs, billboards, and Stadium Signage . . .
- (k) Parking for any purpose allowed pursuant to zoning or other regulations;
- (l) Any and all other activities which, from time to time during the Term are associated with, or are conducted in connection with, or are related to, the conduct of the business of a National Football League team or the operation of a football stadium.”

Article 6, pages 5-7.

MAINTENANCE:

“PDB shall be responsible for all costs associated with Maintenance, operation and use of the Leased Premises and PDB Property.” Article 20.3, page 27.

INSURANCE:

“PDB will maintain comprehensive general liability insurance and insurance against damage or destruction of PDB Property and during the period that PDB is the manager of the Stadium.” Article 24, page 37.