

# LEASE SUMMARY

## BASICS

**TEAM: Milwaukee BREWERS**

**Team Owner:** Milwaukee Brewers Baseball Club, Limited Partnership

**Team Website:** <https://www.mlb.com/brewers>

**FACILITY:** Miller Park

**Facility Website:** <https://www.mlb.com/brewers/ballpark/>

**Year Built:** 2001

**Ownership:** Southeast Wisconsin Professional Baseball Park District

## TYPE OF FINANCING:

“The Brewers contributed \$90 million for the stadium, while the public contributed \$310 million through a five-county 0.10% sales tax increase. The \$72 million infrastructure costs were split as follows: \$18 million from the City, \$18 million from Milwaukee County, and \$36 million from the State.” *Appendix 1, Sports Facility Reports*, Vol. 18, available at <https://law.marquette.edu/assets/sports-law/MLB.Antonio.72617.pdf>.

**TITLE OF AGREEMENT:** Miller Park Lease Agreement

**Lessor:** Southeast Wisconsin Professional Baseball Park District

**Lessee:** Milwaukee Brewers Baseball Club, Limited Partnership

## TERM OF AGREEMENT:

The term of this lease commenced on “March 30, 2001, (the ‘Commencement Date’) and shall expire on December 31, 2030, being the last day of the 30th Lease Year in the Stadium Complex.” Section 5.1, page 16.

## PAYMENTS/EXPENSES

### RENT:

“[T]he Team shall pay an annual rent (hereinafter referred to as ‘Rent’) to the District for the District’s Ownership Interest in the Stadium Project during the term in the amounts set forth on Schedule 1.” Section 6.1, page 17.

**Rent Schedule**, per Schedule 1:

<u>Lease Year</u>	<u>Annual Rent</u>
1-10	\$900,000
11-20	\$1,200,000
21-30	\$1,208,401

## **OPERATING EXPENSES:**

### **Management:**

During the term of the agreement, the “Team shall be exclusively responsible for the management and operation of the Stadium Complex . . . including, but not limited to, the following rights, responsibilities, and obligations:

- (a) Employing, at the Team’s expense, all day-of-game, seasonal, and year-round personnel including, without limitation, all security, crowd control, maintenance, cleaning, landscaping, and other personnel or independent contractors required for the Operation and Maintenance of the Stadium Complex;
- (b) Acquiring and maintaining all insurance required to be carried by the Team . . .
- (c) Effectuating all Maintenance of the Stadium Complex.”

Section 9.1, page 21.

### **Utilities:**

“[T]he Team shall be responsible for paying when due the cost of all utility services (but not installation) necessary for the operation of the Stadium Complex, including, but not limited to, fuel, water, sewerage and electricity, from the utility or municipality providing such service.” Section 9.2, page 21.

## **CAPITAL IMPROVEMENTS**

### **SEGREGATED RESERVE FUND PROJECTS:**

**General:** “[T]he District shall make and perform all Major Capital Repairs in accordance with the provisions in Exhibit C attached hereto and made a part hereof” Section 14.2(a), page 25.

**Necessary Improvements:** “[T]he District shall make and perform any and all Necessary Improvements in a safe and first-class manner.” Section 14.2(b), page 26.

### **DISTRICT’S ANNUAL MAINTENANCE AND REPAIR CONTRIBUTION:**

**General:** “The District shall make nine (9) annual Maintenance cost contributions . . . to the Team. The first three Annual Maintenance and Repair Contributions, each in the amount of Three Million Eight Hundred Fifty Thousand Dollars (\$3,850,000), were tendered to the Team on January 2, 2001” Section 14.4(a), page 30.

**Termination of Annual Maintenance and Repair Contributions:** “The obligation of the District to pay that portion of the Annual Maintenance and Repair Contribution in the amount of \$2,161,103 shall terminate following the 2008 Lease Year. The obligation of the District to continue to pay that portion of the Annual Maintenance and Repair Contribution equal to the AMRC Surplus shall continue through the 2029 Lease Year.” Section 14.4(b), page 31.

## **MAINTENANCE**

### **MAINTENANCE OBLIGATIONS:**

**Obligations of the Team:** “The Team shall, at its sole cost and expense, make and perform any and all Maintenance on the Stadium Complex.” Section 14.1(a), page 25.

Obligations of the Team and District: “Representatives of the Team and District shall:

- (i) Not more than once each calendar quarter (except in the event of an emergency),  
(1) inspect the Stadium Complex to identify and evaluate any Maintenance that may be required under this Lease or proposed by the Team or the District, and (2) discuss and address any other issues relating to Maintenance.
- (ii) On or before thirty (30) days prior to the commencement of each Lease Year, review and address the Maintenance Standards and procedures”

Section 14.1(b), page 25.

Utilities: “[T]he Team shall be responsible for paying when due the cost of all utility services (but not installation) necessary for the operation of the Stadium Complex, including, but not limited to, fuel, water, sewerage and electricity, from the utility or municipality providing such service.”  
Section 9.2, page 21.

## **RETENTION**

### **NON-RELOCATION/RETENTION CLAUSE:**

“The Team and the District each hereby acknowledge and agree that they have entered into that certain Non-Relocation Agreement dated as of December 31, 1996, which Non-Relocation was amended and restated in its entirety effective as of January 1, 2004 . . . the parties further acknowledge and agree that the Non-Relocation Agreement has been in full force and effect and is binding upon such parties.” Section 12.1, page 24.