

LEASE SUMMARY

BASICS

TEAM: Baltimore ORIOLES

Team Owner: Peter Angelos

Team Website: <http://baltimore.orioles.mlb.com/>

FACILITY: Oriole Park at Camden Yards

Facility Website: <http://mlb.com/bal/ballpark/>

Year Built: 1992

Ownership: Maryland Stadium Authority

TYPE OF FINANCING:

\$137 M in lease revenue bonds and \$60 M in lease revenue notes issued by the Maryland Stadium Authority financed the project. Revenue generated by special sports-themed lottery tickets is paying for the debt. Cash that accumulated in the lottery fund, which was established in 1988 to finance sports stadiums covered the remaining costs. The team contributed \$9 M for the construction of skyboxes. The Maryland Sports Authority spent \$1.5 M on improvements in 1998. *Appendix I, Sports Facility Reports, Vol. 12, <https://law.marquette.edu/assets/sports-law/pdf/sports-facility-reports/v12-mlb-2011.pdf>.*

TITLE OF AGREEMENT:

Agreement Regarding Oriole Park at Camden Yards. (Agreement is between Maryland Stadium Authority and The Orioles, Inc.).

TERM OF AGREEMENT: 30 years, effective April 1, 1992 with one five-year renewal option for the Orioles prior to the thirtieth season. –Article 2, pg. 18

PAYMENTS/EXPENSES

RENT: Section 4.03 – Calculation and Payment of Rent

Section 4.03(2) – Calculation of Rent

Annual rent equal to the sum of the following revenues:

- (a) “seven percent (7%) of net admissions revenues for all Championship Season Games;
- (b) five thousand dollars (\$5,000) for each Post-Season Game, All-Star Game, exhibition Game and each charity game played at the Ballpark . . . ;
- (c) seven and one-half percent (7-½%) of concession revenues, except as follows:
 - (i) five percent (5%) of concession revenues from food and beverages sold from concession stands on the club level of the Ballpark . . . ;
 - (ii) three and one-third percent (3-1/3%) of concession revenues from the sale of food and beverages served by waiters or waitresses and from catered Baseball-Related Events in Catered Events Areas, including such

sales on the club level of the Ballpark and in the Sixth Floor Function Room;

- (iii) four and one-sixth percent (4-1/6%) of concession revenues from catering provided in the Private Suites;
 - (iv) one and two-thirds percent (1-2/3%) of concession revenues from the sale of tobacco products;
 - (v) two and one-half percent (2-1/2%) of concession revenues from the sale of candy;
 - (vi) two and one-half percent (2-1/2%) of concession revenues from the sale of specialty novelties;
 - (vii) six and two-thirds percent (6-2/3%) of concession revenues from food and beverages sold in the Ballpark cafeteria and deli bars; and
 - (viii) seven and one-half percent (7-1/2%) of (x) any liquidated damages or other damages paid to the ORIOLES by the Concessionaire . . . , or (y) any other compensatory damages otherwise paid to the ORIOLES by the Concessionaire . . . to compensate the ORIOLES for lost concession revenues which the ORIOLES would have been obligated to include in the calculation of Rent had they been paid to the ORIOLES as required by the ORIOLES Concession Agreement.
- (d) fifty percent (50%) of the ORIOLES' Net parking receipts . . . ;
 - (e) twenty-five percent (25%) of the net Ballpark Advertising revenues;
 - (f) ten percent (10%) of the net Private Suite Revenues; and
 - (g) seven and one-half percent (7-1/2 %) of revenues earned by the ORIOLES from club level license or membership fees.” –pgs. 29-30

OPERATING EXPENSES:

Section 8.02 (1) – General Obligations

“MSA shall be responsible for all Ballpark Management, whether through its own personnel or through a third-party Ballpark Manager.” –pg. 80

Section 8.01 (1) – Ballpark Management

“‘Ballpark Management’ means the planning, supervision and conduct of the day-to-day management of the Ballpark on a year-round basis, including the provision of . . . all personnel, supplies, equipment and services necessary for Repairs, Maintenance and Improvements at the Ballpark.” –pg. 77

Section 8.03 (1) – ORIOLES’ Obligations, General Obligations

“The ORIOLES shall be responsible, at their expense, for prompt and diligent cleaning and trash removal in the ORIOLES’ Year-Round Premises . . . , for all Maintenance and Repairs of the ORIOLES’ personal property . . . , and for the Maintenance and Repair of the Playing Field equipment.” –pg. 84

CAPITAL IMPROVEMENTS

Section 8.10 – Improvements Fund

An Improvements Fund shall be established on December 1, 1993 by MSA with the purpose of accumulating funds for the payment of capital improvements for the Ballpark. The MSA shall make contributions to the fund to maintain a balance of \$600 K. –pg. 89

Section 8.11 – Improvements Procedure

“All improvements to the Ballpark . . . shall be planned and completed by MSA, whether using the proceeds of the Improvements Fund or other funding sources, with the concurrence of the ORIOLES.” –pg. 90

MAINTENANCE

Section 8.02 (2) – MSA’s Obligations; Standards

“MSA shall Maintain all Maintenance Areas and shall Repair the entire Ballpark and other Repair Areas . . . in a safe and first-class manner, and in a manner that is consistent with the maintenance and repair standards of [MLB] facilities that can reasonably be said to fall within the ‘top’ twenty-five percent (25%) of all such facilities.” –pg. 80

Section 8.13 (1) – Alterations by the ORIOLES; Alterations to ORIOLES’ Year-Round Premises

“The ORIOLES may make any interior alterations, additions or improvements . . . to the ORIOLES’ Year-Round Premises, at the ORIOLES’ cost and expense, as the ORIOLES deem necessary or desirable during the Term.” –pg. 91

RETENTION

NON-RELOCATON / RETENTION CLAUSE:

Article XX – NO RELOCATION

“[D]uring the Term of this Agreement, the ORIOLES shall not permit the relocation of the Baltimore Orioles Major League Baseball team from Baltimore, Maryland, or permit any of the Championship Season or Post-Season Games to be played at any location other than the Ballpark. . . . The ORIOLES shall not permit any sale, assignment or other transfer of the Baltimore Orioles unless the assignee is required to assume all of the obligations of the ORIOLES under this Agreement.” –pgs. 139-140