

# LEASE SUMMARY

**TEAM: Cleveland BROWNS**

**Team Owner:** Randolph Lerner

**Team Website:** [www.clevelandbrowns.com](http://www.clevelandbrowns.com)

**FACILITY:** Cleveland Browns Stadium

**Facility Website:** [www.clevelandbrowns.com/stadium/index.html](http://www.clevelandbrowns.com/stadium/index.html)

**Year Built:** 1946

**TITLE OF AGREEMENT:** Lease by Way of Concession

**Lessor:** City of Cleveland, Ohio

**Lessee:** National Football League (NFL)

## **TERM OF AGREEMENT:**

This Agreement shall commence on the later of the Final Acceptance Date, or the date the City of Cleveland has issued a temporary, partial or permanent certificate of occupancy, or the date of official acknowledgement by the NFL of its approval of the granting of an NFL franchise to be played in the Stadium. The Agreement shall expire thirty years from the 1<sup>st</sup> of February for the first season in which the Browns commence participation in NFL regular season games.

## **TERMINATION OF LEASE:**

The City may expire and terminate Agreement if any one or more of the following events shall happen:

- If payment becomes due and payable and such default shall continue for a period of thirty days after notice in writing thereof by the City to the Lessee.
- If Lessee shall be in default of, or violate any covenant, agreement, term or condition, and if any such failure, violation, or default shall continue without cure for a period of ninety days after notice in writing thereof by the City to the Lessee.
- If Lessee shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent, or shall take the benefit of any relevant legislation that may be in force for bankrupt or insolvent debtors.
- If a petition or answer is filed seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief for itself under any present regulations.
- If a petition filed against Lessee seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief remains undismissed for an aggregate of 120 days.

## **RENT:**

Rent to the Lessee shall be an amount equal to \$250,000.00 per year during the Term of the Lease. Each payment shall be paid on or before February 1 of each Lease Year.

## **USE OF PREMISES:**

Lessee may use the Leased Premises for:

- Hosting NFL sanctioned-football games
- Conducting practices or workouts by professional football teams
- Selling or granting to third parties the right to sell tickets or seats and for the conducting and exhibiting by the Lessee to the public other events or activities
- Administrative office use
- Restaurants or food or beverage service facilities by Lessee
- Other sporting events, musical concerts, and other events and activities that lawfully may be conducted on the Leased Premises

#### **REVENUE SOURCES:**

The Lessee shall receive one hundred percent of all revenues from Stadium operations, including:

**Ticket Sales:** Lessee may receive gross revenues with respect to the admission of spectators to any professional football game played or scheduled to be played in the Stadium.

**Licensing and Broadcasting:** All fees and revenues from all radio and television licensing and broadcasting and other forms of telecommunication activities.

**Advertising: Scoreboards and Signage:** All fees and revenues from advertising, signage (permanent or temporary) in or on the Stadium or the Leased Premises, including scoreboard, screens, banners or displays, time clocks, message centers, marquee signs, other signage or any publications necessary for NFL games.

**Concessions:** All revenues from and charges for food and beverages, including alcoholic beverages, game programs, yearbooks, and similar publications relating to the Browns or the NFL.

**Novelty Sales:** The proceeds of the sale of products including NFL novelties and licensed products to the general public.

**Premium Seating Payments:** Revenues from all suite or club seats located in the Stadium.

**Naming Rights for the New Stadium:** All revenues received from marketing the name of the New Stadium. The Lessee has the right to market the name of the Stadium as the venue for the Browns' NFL games.

**Promotions:** All revenues, fees, and charges from promotional activities relating to Browns and non-Browns activities.

**Other Events:** Except for City Events, all revenues, fees, and charges from all sporting, entertainment and other events held in the Stadium.

#### **MAINTENANCE:**

The Lessee shall, at its own cost and expense, provide all routine maintenance. Routine maintenance shall be completed for the Leased Premises, including all alleyways, passageways, walkways, promenades, parking areas, plazas, sidewalks, and curbs. The Lessee shall, at its own cost and expense, keep, replace, and maintain in good and safe repair, order, and condition all present and future improvements on the Leased Premises.