

# LEASE SUMMARY

**TEAM:** New England PATRIOTS

**Team Owner:** Robert Kraft

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

**FACILITY:** Gillette Stadium

**Facility Website:** [www.gillettestadium.com/](http://www.gillettestadium.com/)

**Year Built:** 2002

**TITLE OF AGREEMENT:** Relocation and Stadium Agreement

**Lessor:** Hartford Development Associates, LLC

**Lessee:** New England Patriots, Limited Partnership

## **TERM OF AGREEMENT:**

The Lessee shall lease the Leased Facilities for a period beginning on the date required for the Lessee's occupancy of the Stadium Facilities and shall continue until thirty years after such date, or the end of thirty complete NFL Seasons played at the Stadium, whichever is later.

## **TERMINATION OF LEASE:**

Except as otherwise expressly provided in this Agreement, no party shall have any right to terminate this Agreement, including the Lease, prior to the end of this Lease Term.

## **RENT:**

The Lessee shall pay rent in the amount of \$1.00 per year for use and occupancy of the Leased Facilities until the end of the Lease Term or earlier termination of the Lease.

## **USE OF FACILITY:**

Lessee shall use and occupy the Stadium Facilities on a year-round basis until the end of the Lease Term or the earlier termination of the lease for Home Games and for other lawful purposes, including:

- Activities related to the playing of NFL Games and the maintenance of an NFL team, including: training, practices, maintenance and preparation of the Stadium Facilities to suit such purpose, advertising and marketing of games, and ticket sales
- Playing of professional, college, or high school football and soccer games and activities related thereof
- Other sporting events and related functions (including practices, workouts, exhibitions, and ticket sales)
- Music concerts and shows
- Conventions, fairs and carnivals, and similar events and activities
- Community and charitable events
- The operation of the Stadium Club and other meeting, restaurant, and bar facilities within the Stadium Facilities
- Operation of a health, fitness, or wellness club, which is not a Non-Event Business Area

- The operation of the offices for the Team Parties and administrative activities of the Team Parties
- The sale of food, alcoholic and non-alcoholic beverages, souvenirs, programs, and other items normally considered “concessions”
- The sale of space on or for advertising signs, billboards and stadium signage
- Any and all other activities, which, from time-to-time during the Lease Term, are associated with, conducted in connection with, or related to, the conduct of the business of an NFL team or the operation of an NFL football stadium or otherwise are services

**MAINTENANCE:**

Maintenance means all work reasonably necessary for the routine maintenance, cleaning, and routine upkeep of any property, structures, surfaces, facilities, fixtures, equipment or furnishings, or any other component of the Stadium Facilities in order to preserve existing items in First Class Condition. Maintenance shall include:

- Preventive or periodic maintenance procedures for equipment, fixtures, components, and systems
- Periodic testing of buildings systems, such as mechanical, card-key security, fire alarm, lighting, and sound systems
- Ongoing trash removal
- Regular maintenance procedures for plumbing, mechanical, electrical, and structural systems, such as periodic cleaning, lubrication, and changing of air filters and lights
- Painting
- Cleaning of the Stadium Facilities, including prior to, during, and following all Events at the Stadium
- Pest control and sterilization services
- Any other work of a routine, regular, and generally predictable nature that is reasonably necessary in order to keep the existing Stadium Facilities in First Class Condition