# LEASE SUMMARY

**TEAM: Detroit LIONS** 

**Team Owner:** William Clay Ford, Jr. **Team Website:** www.detroitlions.com

**FACILITY:** Ford Field

**Facility Website:** http://www.detroitlions.com/ford-field/index.html

Year Built: 2002

**TITLE OF AGREEMENT:** Concession and Management Agreement

**Lessor:** Downtown Development Authority (DDA)

Lessee: Detroit Lions, Inc.

#### TERM OF AGREEMENT:

This Agreement shall commence no later than October 1, 2005 and shall continue for a period of thirty-five years. The Lions shall have the option to extend this Agreement for six additional ten-year terms.

## **DEFAULTS:**

**Lions:** Remedies shall be available for the DDA if the occurrence of one or more of the following events occurs:

- Lions' failure to observe or perform in any covenant or agreement on its part to be observed or performed for a period of forty-five days after written notice specifying such failure and requesting that it be remedied, given to the Lions by the DDA. No default shall occur if it cannot be corrected within such period and corrective action is instituted by the lions within such period and diligently pursued until the default is corrected.
- The dissolution or liquidation of the Lions or the filing by the Lions of a voluntary petition in bankruptcy or failure by the Lions promptly to lift any execution, garnishment, or attachment of such consequence as will affect the Lions' ability to carry on its operations at Lions Stadium.
- Failure to make a payment, if such payment is not made within a period of ten business days after written notice specifying such failure and requesting that it be remedied is given to the Lions by the DDA.

**DDA:** Remedies shall be available for the Lions if the occurrence of one or more of the following events occurs:

- DDA's failure to observe or perform in any covenant, condition, or agreement on its part
  to be observed or performed for a period of forty-five days after written notice specifying
  such failure and requesting that it be remedied, given to the DDA by the Lions. No
  default shall occur if it cannot be corrected within such period and corrective action is
  instituted by the lions within such period and diligently pursued until the default is
  corrected.
- The dissolution or liquidation of the DDA or the enactment of any law, ordinance, rule, regulation or any other stricture which prevents or prohibits the DDA from presently or prospectively performing any covenant, condition, or agreement.

- Failure to make a payment, if such payment is not made within a period of ten business days after written notice specifying such failure and requesting that it be remedied is given to the Lions by the DDA.
- The occurrence or non-occurrence of any act which if performed or not performed by the DDA would be a default, which is or may be performed by any person in priority of title with the DDA or who is acting or purports to act on behalf of the DDA.

## **ANNUAL PAYMENT:**

The Lions shall pay to the DDA and County (to be divided equally between them) an annual payment of \$250,000 or the maximum amount permissible while maintaining the tax-exempt status of any tax-exempt bonds issued to finance the Lions Stadium Project.

## **USE OF FACILITIES:**

The Lions have exclusive right to use and operate the Lions Stadium on a year-round basis for the purposes of:

- Playing of Exhibition, Regular Season, and Post-Season NFL home games
- Hosting the NFL Super Bowl game and any event associated with it
- Playing of any amateur or other professional league football game, whether or not played in connection with any Lions' home game, or any other event which is connected to this
- Any activities related to the playing of NFL games and the operation and maintenance of a NFL team

#### **MAINTENANCE:**

The Lions assume responsibility for Maintenance, Repair, and Lions Stadium Management throughout the Term. The Lions must maintain stadium in good repair and good operating condition, ordinary wear and tear expected. The Lions, at its expense, shall provide all labor, services, materials, supplies, and equipment needed to perform all Lions Stadium Management, Maintenance, and security. All Maintenance and Repairs are to be performed promptly and diligently, and in a good and workmanlike manner. Maintenance and Repairs shall be conducted to minimize:

- Inconvenience to any patrons
- Any reduction in seating capacity at Lions Stadium
- Any reduction in the number of parking spaces available in the Complex
- Interference with the DDA's, Authority's, or Lions' use and enjoyment of the Lions Stadium Project