

LEASE SUMMARY

BASICS

TEAM: Oakland ATHLETICS

Team Owner: Lewis Wolff and John Fisher

Team Website: <http://oakland.athletics.mlb.com/>

FACILITY: O.co Coliseum

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

Year Built: 1966

Ownership: Oakland-Alameda County Coliseum Authority

TYPE OF FINANCING:

A city bond issue underwrote the cost of constructing the stadium. A \$200 million renovation was completed in 1996. *Appendix 1*, Sports Facility Reports, Vol. 12, <https://law.marquette.edu/assets/sports-law/pdf/sports-facility-reports/v12-mlb-2011.pdf>.

TITLE OF AGREEMENT:

Amended and Restated Stadium License Agreement by and between Oakland-Alameda County Coliseum, Inc. and The Oakland Athletics Baseball Company.

TERM OF AGREEMENT: “This License shall be for a term commencing on November 1, 1995 and ending on December 31, 2004.” The Agreement allows for one 3-year extension. –Section 7, pg. 12

PAYMENTS/EXPENSES

RENT:

Section 8 – License Fees

Section 8.2 – Base Fees

“Licensee shall pay to Licensor:

- (a) A license fee during the Term . . . of Two Hundred Fifty Thousand Dollars (\$250,000) per year is payable upon commencement of the Regular Season;
- (b) A fee during the Term . . . of One Hundred Thousand Dollars (\$100,000) per year for the right to use the M Lot parking area for Licensee’s employees and for overflow parking for Home Games payable upon commencement of each Regular Season.” –pg. 13

Section 8.3 – Club Seat Fee

“Licensee shall pay Licensor the first [\$100] received from any person for the purchase of new Club Seat memberships.” –pg. 13

Section 8.4 – Percentage Fee

“Licensee shall pay to Licensors the following annual percentage license fees:

- (a) Ten percent (10%) of net revenues received by Licensee from the sale of Club Seats, including tickets. . . .
- (b) Fifty percent (50%) of all net revenues in excess of Seven Hundred Fifty Thousand Dollars (\$750,000) per year received by Licensee from users of Stadium Boxes.” – pgs. 13-14

OPERATIONAL EXPENSES:

Section 5.1 – Equipment

“Licensee shall provide or, at its option, engage Licensors to provide the equipment and furnishings required in the Stadium for the playing of Major League Baseball games, in accordance with Major League standards, including infield, outfield, pitcher’s mound, home plate area, batting cages and backstops. Licensors at Licensors’ cost shall provide dugouts, bull pen areas and outfield fences of types, construction and quality required by Major League Baseball, a first-quality public address system, adequate lighting sufficient for color telecast of games and a press box area reasonably consistent with Major League Baseball requirements.” –pg. 6

Section 5.2 – License to Operate

“Licensee shall provide or cause to be provided all goods and services necessary to operate the Stadium for Home Games or other baseball game related events sponsored or organized by Licensee during the Baseball Season.” –pg. 6

CAPITAL IMPROVEMENTS

Section 4.1 – Stadium Improvement Plan

“In the event the Raiders have not entered into or agreed to enter into an agreement for more than ten years with Licensors for the Raiders’ use of the Stadium on or before September 30, 1995, Licensee shall have the right in its sole discretion by notice given not later than September 30, 1995, to cause Licensors to complete Stadium improvements as follows:

- (a) Construction of up to 5,000 club seats and a related club lounge. . . .
- (b) Stadium improvements described . . . above will be financed through the issuance of bonds. . . .
- (c) Licensee shall have the right, at Licensee’s sole cost and obligation, to finance and cause Licensors to construct additional Stadium improvements as Licensors and Licensee shall mutually agree in connection with the construction of the Stadium improvements and finance plan described above.
- (d) . . .

(e) . . .

- (f) In addition to stadium improvements, a stadium maintenance fund shall be established and funded by Licensor in the amount of \$500,000 annually beginning in 1996 and escalated at 5% per year thereafter. Stadium major maintenance would be paid for from this fund annually.” –pgs. 4-5

MAINTENANCE

Section 5.7 – Repairs

“Licensor, at all times during the term, shall maintain and repair the following against damage and general wear and tear:

- (a) the structural parts of the Stadium including the roof, windows, walls, floors, pillars and columns;
- (b) the electrical system including all electrical light standards, light fixtures and wall sockets but not including light bulbs or moveable electrical equipment;
- (c) the heating, ventilating and air conditioning systems;
- (d) the plumbing systems including plumbing fixtures such as sinks, toilets and water fountains;
- (e) the Stadium seats;
- (f) the field drainage system;
- (g) all elevators and escalators.

Licensor may use the Stadium Maintenance Fund to make such repairs.” –pgs. 7-8

“Licensor shall at its sole cost and expense re-sod the field turf of the Stadium in the event so required in writing by Major League Baseball, or if, in Licensor’s reasonable judgment, in consultation with Licensee, replacement of all or substantially all of such area is required to comply with any standards imposed by Major League Baseball.” –pg. 8

RETENTION

NON-RELOCATON/RETENTION CLAUSE:

Section 3.3 – Home Games

“Licensee will use the Stadium for all of the Home Games of Licensee scheduled by Major League Baseball for the Regular Season and Championship Season. ‘Home Games’ shall be those games shown on such schedule to be played in the Franchise Territory, which in the case of Regular Season Home Games shall be at least fifty percent (50%) of the games Licensee is scheduled to play.” –pg. 3