

FILED  
TULARE COUNTY SUPERIOR COURT  
VISALIA DIVISION

DEC 21 2022

STEPHANIE CAMERON, CLERK

By 

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[GOV. CODE §6103]

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10  
11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

12 **IN AND FOR THE COUNTY OF TULARE**

13 CITY OF VISALIA, a California  
14 municipal corporation and charter law  
15 city,

16 Plaintiff,

17 v.

18 FIRST PITCH ENTERTAINMENT,  
19 LLC., a Delaware limited liability  
20 company; AND DOES 1-25, INCLUSIVE

21 Defendant.

CASE NO.: 294607

**FIRST AMENDED COMPLAINT FOR  
DECLARATORY RELIEF**

22 1. Plaintiff, City of Visalia ("City") is a municipal corporation and a Charter Law  
23 City.

24 2. Defendant, First Pitch Entertainment, LLC ("FPE") is a Delaware Limited  
25 Liability Company, registered to do business in California since September 25, 2019.

26 3. This court has jurisdiction to resolve this dispute as set forth in law including  
27 but not limited to Code of Civil Procedure section 1060, *et seq.*

28 4. City owns real property and the structure on the real property known as  
Recreation Ballpark (recently renamed by FPE as Valley Strong Ballpark), located at 300 No.  
Giddings Street, Visalia, County of Tulare, California ("Ballpark").

5. City has owned, operated and leased the Ballpark since it was constructed and

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1 dedicated in 1946. It has housed a Minor League Baseball (“MiLB”) team, with various  
2 names, since it was opened. Although improvements have been made to the park over the  
3 years, its structure remains true to its historical founding. City considers Ballpark an important  
4 part of the community. City has spent tens of millions of dollars over the years maintaining  
5 the Ballpark for the use and enjoyment of the community.

6           6. FPE is the sole owner of the Minor League Baseball (“MiLB”) team franchise  
7 known as the Visalia Rawhide that serves as a feeder or “farm team” to the Major League  
8 Baseball (“MLB”) franchise of the Arizona Diamondbacks, which is homed at the Ballpark.  
9 FPE is owned by members of the Sigal Family. Elliot Sigal is financially a very successful  
10 medical doctor and entrepreneur. He is the patriarch of the Sigal Family. He is also the  
11 managing member of FPE. Elliott Sigal bought the MiLB team franchise and placed his son,  
12 Sam Sigal as the president of the team. The team was purchased as a “Family Legacy  
13 Investment.” Prior to purchase, Elliott Sigal conducted an extensive investigation into the  
14 economics of owning an MiLB baseball team, and an investigation into the Ballpark itself.  
15 Elliott Sigal is a sophisticated businessperson with experience negotiating written contracts.

16           7. In the 10 years before FPE purchased the Rawhide franchise, the City had  
17 invested more than \$12 million in public funds to improve the Ballpark, including major  
18 renovations to player facilities in addition to grandstands and other fan facilities. The City’s  
19 long list of projects at the Ballpark, starting with a major renovation in 2009, include fully  
20 reconstructed dugouts, new lighting, improved field conditions, and other elements of the  
21 facility that were intended to achieve compliance with MLB standards then in effect. City has  
22 also contributed at least \$200,000 each year to additional improvements requested by FPE’s  
23 predecessor franchise owner, which were both fan-focused and player-focused.

24           8. Currently, FPE leases the Ballpark from City as the home ballpark for its MiLB  
25 team known as the Rawhide, pursuant to a written agreement dated and effective as of  
26 December 31, 2019. (“Lease”, attached hereto as Attachment 1). At the time FPE leased the  
27 Ballpark from City, FPE knew and acknowledged the historical significance of the Ballpark,  
28 along with its dated structural status. FPE did not negotiate the form of Lease; instead, the

1 parties utilized the same form of Lease that had been negotiated and signed with the  
2 predecessor Rawhide franchise owner, Top of the Third, Inc. ("TTI"). Elliott Sigal, on behalf  
3 of FPE executed the new Lease on September 12, 2019.

4 9. The Lessee acknowledged and accepted that the Ballpark was in an acceptable  
5 state of compliance with standards for facilities as established by Major League Baseball  
6 ("MLB")- "except as set forth in the 2018 Facility Report prepared by Gould Evans  
7 Associates, LC" at the time the agreements were signed and FPE took possession of the  
8 Ballpark. This provision was material and critical to City agreeing to lease the Ballpark to  
9 FPE. A mere one year later, FPE, unbeknownst to the City, agreed with MLB to accept an  
10 entirely new set of facility standards as a condition to a renewed licensing agreement. FPE  
11 then began demanding the City spend upwards of \$10 million of public funds to bring the  
12 Ballpark into compliance with the new standard that FPE and MLB had agreed to (without the  
13 City's knowledge or consent). This action by FPE is contrary to the express terms of the  
14 Lease.

15 10. The basic terms of the Lease include:

16 a. The Tenant (not the City) is obligated to provide and pay for  
17 maintenance, repair and operation of the facility (Par. 8(d)), with specific exceptions  
18 for limited "major maintenance" items the City must provide and pay for directly (Par.  
19 6(b), as well as a specific and limited obligation of the City to pay for or reimburse up  
20 to \$100,000 of tenant's utility costs (Par. 6(a)).

21 b. The Tenant (not the City) is obligated to pay for any desired  
22 improvements (Par. 13(a), subject to review and approval by the City, and subject to  
23 agreement from the City to contribute up to \$200,000 per year toward those  
24 improvements (Par. 13(b)).

25 c. The Tenant is provided the right to possess and occupy the facility, on  
26 the condition that it operate a Minor League Baseball franchise at the facility, and  
27 otherwise operate, maintain, and manage other public use of the facility by third party  
28 event promoters. (Par. 8.)

1 d. Regarding compliance with MLB facility standards, the Lease (Par. 2)  
2 obligates the City to provide a stadium facility at the outset of the lease that complied  
3 with MLB Minor League Baseball facility standards known as "Rule 58" attached to  
4 the Lease as "Exhibit B." The Lease also acknowledged that there were areas of  
5 agreed-upon noncompliance that were documented and accepted through a report that  
6 was attached as Exhibit C. Par. 2 of the lease is clear that the obligation for the City  
7 to pay for any **additional** improvements (i.e., those not identified in the attached  
8 report, or that may become necessary because of MLB rule changes after the lease  
9 term commences) is expressly limited to the obligation to provide the "Annual  
10 Contribution" toward tenant-directed improvements of \$200,000 that is established by  
11 Par. 13(b) as noted above.

12 11. The Lease is clear that City's financial obligations to support major renovations  
13 and additions based on MLB's changes to the Facility Standard are unambiguously capped at  
14 a maximum sum per year. Once the Ballpark was accepted by FPE as substantially compliant  
15 with Rule 58, City's financial obligations to contribute to the cost of renovations, alterations  
16 or improvements under either Section 2 (required by MLB) or Section 13(b) (FPE's  
17 discretionary projects that it otherwise may wish to undertake) are capped at \$200,000 per  
18 year. Any liability for maintaining or improving the Ballpark over and above those limits lies  
19 squarely with FPE, or MLB, or some other person that is not City.

20 12. In calendar year 2020 (the first year of the lease term) City continued to meet  
21 its obligations to pay the capped amount of operating expenses and improvement contributions  
22 for that year, despite the fact the tenant failed to provide any Minor League Baseball games  
23 to the public at all, due to the COVID 19 pandemic.

24 13. Meanwhile, FPE has refused to abide by these clear Lease terms and instead is  
25 now demanding that the City pay for a new set of additional improvements that were not  
26 required by either Exhibit B of the Lease (Rule 58) or Exhibit C of the Lease (Identified areas  
27 of agreed-upon noncompliance). FPE claims this new set of improvements are required to

28 ///



1 meet a new set of standards that MLB adopted approximately one year after the lease term  
2 commenced.

3 14. FPE claims City must provide unlimited public funds so FPE can agree with  
4 Major League Baseball (MLB) to "Player Development League" facility requirements. In  
5 February of 2021, FPE claimed City is responsible for upwards of \$10 million to bring the  
6 Ballpark into compliance with the entirely new Player Development League Agreement  
7 (PLDA) Facility Standards that have replaced the original Rule 58.

8 15. In or about March of 2021, FPE approached City's Community Services  
9 Director to discuss City's financial responsibility for making significant new improvements  
10 to the Ballpark in compliance with an "amended Rule 58." At that time, FPE informed the  
11 City that it had signed a new "Player Development License Agreement" with MLB and the  
12 Arizona Diamondbacks ("PDLA"), which did away with Rule 58 and imposed in its place a  
13 new set of facility standards, described as "Exhibit B" to the PDLA.

14 16. Through the new PDLA, MLB did not just amend Rule 58: It disregarded the  
15 rule in its entirety and replaced it with a completely new set of standards, as is clearly reflected  
16 when comparing Exhibit B of the Lease (Rule 58) with Exhibit B (Facility Standards) of the  
17 new PDLA. City was never consulted, advised or informed in any way regarding the new  
18 facility standards before they were agreed to by FPE.

19 17. After preparing the initial list of demanded improvements estimated to cost in  
20 excess of \$10 million, Tenant has presented the City with an ever-changing list of  
21 improvements that it claims MLB will "accept" in order for Tenant to not be in conformance  
22 with its new PDLA. The City is not a party to FPE's PDLA with MLB.

23 18. The varying list of improvements have come with cost estimates totaling  
24 between \$7 million and \$11 million. Among the improvements FPE and MLB are demanding  
25 be made is a renovation or replacement of many of the same stadium lighting fixtures that had  
26 been replaced at the request of the prior tenant within the past five years which were needed  
27 to meet MLB standards then in place. Tenant has demanded the City agree to simply  
28 undertake those projects at its full cost and expense.

1           19. In response, the City has agreed to allow the use of the \$200,000 per year  
2 “annual contribution” toward the MLB-identified facility improvements, but Tenant has  
3 refused to proceed in this manner. Instead, FPE asserted that the City must commit unlimited  
4 taxpayer money to pay for any and all improvements demanded by MLB, at the risk of causing  
5 FPE to lose what it has described as its “family legacy investment.”

6           20. FPE’s interpretation of the Lease is significant and exposes City taxpayers to  
7 substantial unlimited financial obligations. Following FPE’s execution of the PDLA, the  
8 MLB-mandated Facility Standards changed substantially. In September of 2021, FPE hired  
9 the firm of Ewing Cole to perform a facilities audit of the Ballpark to determine compliance  
10 with the FDLA standards. In the audit report, MiLB ballpark facilities are potentially assessed  
11 up to 539 “Penalty” points depending on their level of compliance with the PDLA Facility  
12 Standards. The Ballpark was assessed 206 penalty points, suggesting a 38 % failure rate to  
13 meet MLB’s expectations. Thereafter, FPE claimed that an approximate payment of \$10  
14 million by City would be necessary to bring the Ballpark into compliance with PDLA  
15 standards.

16           21. During the period of time that FPE demanded City commit unlimited taxpayer  
17 money to help fund their “Family Legacy Investment,” FPE failed to maintain the facility, as  
18 required by the Lease. City inspectors have prepared numerous reports identifying areas of  
19 deferred maintenance that needed to be corrected. Some but not all of these deficiencies have  
20 been acted upon by FPE.

21           22. In addition to not maintaining the Ballpark during this period of time, FPE has  
22 failed to make payments to City for FPE’s share of operating expenses for the 2021 calendar  
23 year, as required by the Lease. This conduct raises reasonable concerns as to the intentions of  
24 FPE regarding to the overall ability to sufficiently protect and maintain the City’s significant  
25 prior investment in the Ballpark.

26           23. A dispute currently exists between City and FPE concerning their respective  
27 right and responsibilities under the Lease. FPE has threatened to sue City for millions of  
28 dollars in “damages” to his “Family Legacy Investment” that have yet to occur. City’s efforts

1 to resolve this dispute through direct negotiations between City and FPE, along with mediation  
2 with an agreed upon mediator have failed. Rather than waiting to be sued and spending  
3 substantial sums on protracted litigation, City seeks a speedy judicial declaration of the  
4 respective rights and obligations of the parties to the Lease.

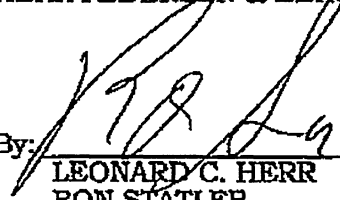
5 **PRAYER**

6 City prays for judgment against FPE for the following declaratory relief and  
7 other relief:

- 8 1. For a declaration of rights between the parties stating that City's  
9 monetary obligations under the Lease for purposes of improvements are  
10 limited to \$200,000 per year;  
11 2. Attorney's fees and costs;  
12 3. For such other and further relief as the Court may deem just and  
13 appropriate.

14  
15 Dated: December 21, 2022

HERR PEDERSEN & BERGLUND LLP

16  
17  
18 By:   
19 LEONARD C. HERR  
20 RON STATLER  
21 Attorneys for Plaintiff,  
22 CITY OF VISALIA

# Attachment 1

**LEASE AGREEMENT  
RECREATION BALLPARK**

This LEASE AGREEMENT (this "Lease Agreement"), effective as of January 1, 2019 (the "Effective Date"), is by and between the CITY OF VISALIA, a Municipal Corporation and charter law city of the State of California (hereinafter, "City" or "Lessor"), and TOP OF THE THIRD, INC., a California Corporation (hereinafter, "Lessee"). City and Lessee may each be referred to herein individually as a "Party" and may be referred to herein collectively as the "Parties."

**RECITALS**

WHEREAS, City owns Recreation Ballpark, the baseball stadium and associated stadium improvements (hereinafter, the "Premises");

WHEREAS, Lessor and Lessee were parties to that certain long-term lease agreement, which expired on December 31, 2018 (the "Prior Lease Agreement") and have agreed to replace the Prior Lease Agreement with this Lease Agreement; and

WHEREAS, the Parties agree to consider this Lease Agreement effective as of the Effective Date.

NOW THEREFORE, for the consideration described herein and performance of the covenants and conditions to be performed by Lessee under this Lease Agreement, Lessor agrees to lease the Premises to Lessee, and Lessee agrees to lease the Premises from Lessor, on the terms and conditions set forth below.

**1. PREMISES**

Except as expressly provided to the contrary in this Lease Agreement, references to "Premises" shall mean the land described in the attached Exhibit A, which is incorporated herein by this reference, plus any described appurtenances, including any improvements now or hereafter, located on the premises, without regard to whether ownership of the improvements is in Lessor or in Lessee. The Premises includes the entire office complex facing Giddings Avenue at Recreation Ballpark and, as stated herein, Lessee shall have the right to sublease this area and all revenue derived from the use of the Premises, including the sublease of any office space, shall be retained by Lessee. City acknowledges that, as of the Effective Date, it has no other tenants in the office area. The Premises shall include the parking lot highlighted in Exhibit A, which parking lot Lessee shall have the right to use for all events at the Premises. Lessee shall also have the right to use all other public parking lots currently provided for all events at the Premises whether or not included in Exhibit A.

**2. FACILITY STANDARDS**

Lessor, throughout the Term (hereinafter defined), shall provide a facility on the Premises that complies with all aspects of Major League Rule 58, establishing "Standards for Minor League

Playing Facilities" (a copy of which is attached hereto as Exhibit B) or as the same may be amended during the Term (hereinafter, the "Facility Standards"), said Facility Standards being incorporated herein by reference. Acceptable areas of non-compliance must first be agreed upon by both Lessee and Lessee's MLB affiliate and all applicable baseball governing bodies (collectively, the "Baseball Authorities"). Lessor agrees that if additional renovations are necessary during the Term, then Lessor shall be responsible for the cost of those renovations, up to the Annual Contribution of \$200,000 described in Section 13(b) per year during the Term, in addition to all other Lessor obligations under this Lease Agreement concerning major maintenance or repairs of the Premises; *provided, however*, that if the Baseball Authorities institute new mandates following the expiration of the current Professional Baseball Agreement ("PBA") requiring new construction projects that are not improvements to the existing Premises, Lessor and Lessee agree to negotiate in good faith regarding their respective responsibilities with respect to the cost of such new construction projects. Lessee acknowledges its obligations with respect to routine maintenance as provided in this Lease Agreement. Lessor represents and warrants that the Premises are in compliance with the Facility Standards as of the Effective Date except as set forth in the 2018 Facility Report prepared by Gould Evans Associates, LC, a copy of which is attached hereto as Exhibit C and incorporated herein by reference.

### 3. OWNERSHIP OF IMPROVEMENTS

Upon expiration or termination of this Lease Agreement, any and all fixtures as defined in the California Civil Code that are built into the Premises shall become the sole property of Lessor unless otherwise authorized by the Lessor. Personal property not fixtures shall remain the property of Lessee.

### 4. TERM OF LEASE

The term of this Lease Agreement (the "Term") shall be for a period of two (2) years, commencing as of the Effective Date and terminating December 31, 2020 (the "Expiration Date"). Lessee shall retain the right to renew this Lease Agreement for a period of one (1) additional year by providing sixty (60) days written notice to Lessor prior to the Expiration Date (the "Renewal Term"). For purposes of this Lease Agreement, references to the "Term" herein shall be deemed to include the Renewal Term, if applicable.

### 5. BASEBALL SCHEDULE

At the beginning of each calendar year or as soon thereafter as reasonably practicable, Lessee shall provide Lessor with its California League baseball schedule. Lessor understands and agrees that changes to the schedule may be made by either the California League or by the National Association of Professional Baseball Leagues, Inc. ("NAPBL" or "Minor League Baseball"), which are beyond the control of Lessee. Lessee shall have exclusive right to control and manage the use of the Premises during each year of the Term and the scheduling of California League games shall have first priority.

## 6. CITY RESPONSIBILITIES

- a. City shall maintain responsibility for utility costs, which include electricity, natural gas, water, sewer, and trash. These accounts shall remain in the name of the City of Visalia during the Term. City shall also be responsible for contracting directly or reimbursing Lessee, as stated below, for following items: the annual costs incurred with AT&T (or alternative carrier if necessary) for the telephone lines necessary for the security system, alarm, and elevator; one annual deep cleaning of the Premises; annual service to fire extinguishers and hood systems; annual service costs and monitoring agreement for the alarm on the Premises with STOP Alarm, or alternative alarm company if agreed upon by Lessor and Lessee; and security for the public parking lots during all events conducted at the Premises if deemed necessary by Lessee. Any of the foregoing costs paid for by Lessee shall be reimbursed in due course by Lessor; *provided, however*, that the total maximum amount for which City will be responsible in any year under this Section 6(a) shall not exceed \$100,000 (subject to the terms of the final sentence of this Section 6(a)) and any amount in excess of \$100,000 (subject to the terms of the final sentence of this Section 6(a)) shall be the sole responsibility of Lessee. Any reimbursements under this Section 6(a) shall be based on invoices showing the amount paid and the specific service provided or item that was paid for. Lessee acknowledges that it is responsible for all costs, including utilities, once City pays \$100,000 annually under this Section 6(a). If City overpays in any year, then Lessor may adjust the payments due for the following year or request reimbursement from Lessee. Disputed amounts may be contested by Lessee under the terms of this Agreement.
- b. City shall be responsible for the "Major Maintenance" of the Premises, which shall be defined as, but shall not be limited to, maintenance, repair, and replacement of main systems on the Premises; which shall include, but not be limited to, the HVAC units and all HVAC ducting located on the Premises; the elevator located on the Premises, the roof of each building located on the Premises; repairs, including resurfacing of the paved parking areas contained on the Premises if necessary, significant maintenance, repairs or improvements to the electrical, plumbing or other systems, consisting of work valued at over \$2,500.00; and all other items determined by the Parties to be "Major Maintenance" of the Premises. Lessee shall be responsible for all other costs of maintaining and operating the Premises, as stated below in Section 8(d). All Major Maintenance repairs by City must be conducted solely by City, in a timely fashion, and approved by City and Lessee, so as not to disturb the playing of baseball games, in writing in advance of any work being conducted on the Premises. City and Lessee shall endeavor to itemize City's responsibilities and Lessee's responsibilities in the attached Exhibit D, which is incorporated herein by this reference.
- c. City shall be responsible for any and all real property taxes and assessments levied or assessed against the Premises by any governmental entity before they become delinquent (excluding any taxes or assessments imposed on personal property or fixtures owned or installed by Lessee under the terms of this Lease Agreement). Any assessments imposed for unpaid administrative fines or cost recovery actions against Lessee shall be the sole responsibility of Lessee.

- d. City shall, following execution of this Lease Agreement, pay the outstanding balance of \$31,811.00 currently owed to Lessee for bullpen deck improvements pursuant to the Prior Lease Agreement.

## 7. NAMING RIGHTS

- a. Lessee shall have the exclusive right to pursue a naming rights sponsor for the Premises. Lessee has no right to enter into a naming rights agreement for the Premises without the written consent of Lessor, which shall not be unreasonably withheld, conditioned or delayed. Any proposed naming rights agreement shall comply with all rules and regulations of the Baseball Authorities (collectively, the "Baseball Rules") and shall be in good taste.
- b. Lessee shall be entitled to retain all naming rights revenues.

## 8. USE OF PREMISES

- a. Lessee agrees to use the Premises exclusively in connection with the operation of (i) a minor league baseball facility, (ii) other special events that can take place in an outdoor stadium and (iii) other events as mutually agreed by Lessor and Lessee. Any third party event being conducted at the Premises shall be required to maintain insurance naming the City of Visalia in an amount subject to the approval of the City of Visalia Risk Management department and shall also comply with the City of Visalia Special Events Ordinance, Visalia Municipal Code Chapter 12.48 by obtaining a special events permit prior to the event. Lessee shall be responsible for any damages to the Premises resulting from the use by Lessee.
- b. Lessor shall have the right to access all facilities on the Premises at all times during the Term.
- c. Lessee shall take reasonable steps to ensure that all activities on the Premises, including any third party utilizing the Premises for a special event, shall comply with all statutes, ordinances, regulations, and requirements of all governmental bodies, both federal and state, county or municipal relating to the use and occupancy of the Premises, whether those statutes, ordinances, regulations, and requirements are now in force or are subsequently enacted; *provided, however*, that Lessor shall undertake the obligations set forth in this Section 8(c) with respect to all City events at the Premises.
- d. Lessee shall be responsible for such other costs of operating and maintaining the Premises, including, but not limited to: (i) maintaining the baseball turf, including both the infield and outfield together with all other landscaping on the Premises; and (ii) cleaning and maintaining the concession stands, kitchen areas, bathrooms, and typical maintenance of the interior and exterior of all facilities that are not included in the category of "Major Maintenance" conducted by City as set forth in Section 6(b). Lessee's maintenance responsibilities include the removal of trash and/or graffiti from and around the Premises. As stated in Section 6(b), all Major Maintenance by City must be approved by City and Lessee, so as not to disturb the playing of baseball games, in writing and in advance of any work being conducted on the Premises.



- e. Lessee shall be solely responsible for all taxes, assessments, or other charges, levied or imposed by any government entity on the furniture, trade fixtures, equipment, and any other personal property placed by Lessee on or about the Premises.

## 9. CONDITION OF PREMISES

- a. Lessee acknowledges that it has had an opportunity to inspect the Premises to determine to what extent the Premises comply with all applicable building requirements. Lessor hereby notifies Lessee that a Certified Access Specialist (CASp) will inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under state and federal law. Although state law does not require a CASp inspection of the Premises, a commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. If either Party seeks a CASp inspection, then the Parties shall mutually agree on the arrangements for the time and manner of a CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.
- b. Lessee accepts the Premises, as well as the improvements located thereon, in their present condition and, except for the items set forth in Exhibit E, which is incorporated herein by this reference, and in Exhibit C, represents to Lessor that the Premises and improvements thereon are in a good, clean, safe and tenantable condition as of the Effective Date. Lessee represents to Lessor that Lessee has inspected the Premises and has been assured by means independent of Lessor or any agent of Lessor of the truth of all facts material to this Lease Agreement.
- c. Lessor represents and warrants that the Premises are in substantial compliance with all applicable state, federal, county and municipal requirements for occupancy and use of the Premises as of the Effective Date or as of the date of the Initial Inspection (defined below in Section 12) if the Initial Inspection is conducted after the Effective Date.

## 10. NO PARTNERSHIP OR JOINT VENTURE

Nothing in this Lease Agreement shall be construed to render either Party in any way or purpose a partner, joint venturer, or associate in any relationship with the other Party other than that of lessor and lessee, nor shall this Lease Agreement be construed to authorize either Party to act as an agent for the other.

## 11. MAINTENANCE

Lessee shall be responsible for any baseball game or stadium rental related maintenance, excluding any Major Maintenance items as set forth in Section 6(b) or improvements specified in Section 2, including any set-up and clean-up.

## 12. INSPECTIONS

- a. At the commencement of this Lease Agreement, Lessor and Lessee shall perform a walk-through of grounds and buildings of the Premises to determine status of maintenance and inventory (the "Initial Inspection"). The Initial Inspection and inventory will be documented and incorporated as part of this Lease Agreement by this reference.
- b. On or before April 1<sup>st</sup> of each year during the Term, Lessor and Lessee shall conduct an inspection of the facilities and all equipment owned by Lessor located on the Premises (each, an "Annual Inspection") for the purpose of assuring both Parties that each is conducting the maintenance required by this Lease Agreement, and that the Premises are in a condition comparable to the Annual Inspection conducted in the prior lease year. Lessor shall provide Lessee with reasonable advance notice of the proposed date and time of each Annual Inspection and shall attempt to minimize any disruption to Lessee's business.

## 13. ALTERATIONS AND IMPROVEMENTS

- a. Lessee shall have the right to make alterations and improvements to the Premises, provided that Lessee obtains the prior written approval of Lessor for any such alterations and improvements, which approval will not be unreasonably withheld, conditioned or delayed. Unless otherwise provided in writing, as stated below, the construction of any such alterations and improvements shall be solely at Lessee's cost and expense. Lessee shall not permit any claims, demands, or mechanics liens of any kind to be filed against Lessor or the Premises as a result of any work performed or failed to be performed, or materials furnished to the Premises at the request of the Lessee. Lessee shall indemnify and hold Lessor free and harmless from any such claims, demands, or liens which arise from said alterations and improvements. All such alterations and improvements shall be kept in good condition and repair and, unless otherwise provided in writing, all such alterations and improvements that are considered fixtures as defined in the California Civil Code shall become the property of Lessor upon the expiration or termination of this Lease Agreement, without right to reimbursement from Lessor to Lessee for such alterations and improvements unless otherwise agreed upon by Lessor.
- b. City shall contribute \$200,000 per year during the Term for Lessee-directed discretionary alterations and improvements to the Premises that improve the fan experience (the "Annual Contribution"). The Annual Contribution shall be in addition to the Major Maintenance obligations under Section 6(b). This obligation is cumulative during the Term so that if an Annual Contribution is not fully expended in one year it carries over and adds to the following year entitlement, and if in any year the costs of such alterations and improvements exceed the Annual Contribution, the excess alterations and improvements shall apply to the following year's entitlement. Prior to receiving any funds from City, Lessee shall prepare a written proposal of the proposed alterations and improvements for approval by City, which shall not be unreasonably withheld, conditioned or delayed. For purposes of clarity and the avoidance of doubt, any non-approval by City shall not be based on City's desire not to make the

contribution. Lessee acknowledges that if City is contributing more than a de minimis amount of funds for the construction of the alterations or improvements, then prevailing wage requirements will apply to the alterations or improvements.

#### 14. RIGHT TO ENCUMBER OR ASSIGN

Lessee may not assign this Lease Agreement without the written authorization of Lessor, which authorization shall not be unreasonably withheld, conditioned or delayed; *provided, however*, that Lessor will not withhold its authorization if the assignee is a purchaser of the Visalia franchise approved by the California League and Minor League Baseball. As stated in Section 1, Lessee has the right to sublet sections of the office building or rent the Premises for special events under this Lease Agreement.

#### 15. INDEMNIFICATION AND INSURANCE

- a. Lessee hereby agrees to indemnify and hold Lessor and its property, officers, agents, employees and assigns free and harmless from any and all liability, claims, loss, damages, or expenses (collectively, "Claims"), whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be cause, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of Lessee or of anyone acting under Lessee's direction or control or on its behalf, or any third party utilizing the Premises as a sublessee, in connection with or incident to, or arising out of Lessee's occupation and use of the Premises and in connection with, or incident to, or arising out of any act or work performed by or on behalf of Lessee under the terms of this Lease Agreement; *provided, however*, that any Claims caused by the act or omission of Lessor shall be excluded from the foregoing indemnity and Lessor shall indemnify and hold Lessee harmless from and against any such Claims.
- b. Without limiting Lessor's right to indemnification, it is agreed that Lessee shall secure, prior to commencing any activities under this Lease Agreement, and continue to maintain during the Term, insurance coverages set forth in the attached Exhibit F, which is incorporated herein by this reference. Within thirty (30) days of the execution of this Lease Agreement, Lessee shall deliver to Lessor insurance certificates confirming the existence of the insurance required by this Lease Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Lease Agreement, Lessee shall provide Lessor endorsements to the above required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by Lessor, it shall be Lessee's responsibility to see that Lessor receives documentation acceptable to Lessor which proves that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, Lessor has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Lease Agreement. In addition to any other remedies Lessor may have, if Lessee fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein

required, Lessor may, at its sole option: (i) obtain such insurance and require the amount of the premiums for such insurance to be paid by Lessee; or (ii) terminate this Lease Agreement.

#### 16. REASONABLE SECURITY/PROTECTION

Lessee shall provide at all home baseball games, at a level reasonably satisfactory to Lessor, sufficient security to ensure reasonable protection of the Premises.

#### 17. DEFAULT

All covenants and agreements contained in this Lease Agreement are declared to be conditions to this Lease Agreement and to the Term. Should Lessee fail to perform any covenant, condition, or agreement contained in this Lease Agreement and the default is not cured within ten (10) days after written notice of the default is served on Lessee by Lessor, then Lessee shall be in default under this Lease Agreement; *provided, however*, that if the claimed default is incapable of being cured within such ten (10) day period, a longer cure period sufficient to allow for the cure shall be granted. The waiver by Lessor of any breach by Lessee of any of the provisions of the Lease Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach by Lessee of either the same or a different provision of this Lease Agreement.

#### 18. AGREEMENT NOT TO VACATE

- a. Lessee agrees that it will not vacate or abandon the Premises prior to the Expiration Date and that Lessee will at all times use the Premises for the purpose of operating a California League professional baseball team under normal California League schedule. Lessee will play all home games of the team at the Premises except in the event: (i) of rainouts that are not rescheduled by the California League; (ii) of a Force Majeure Event; or (iii) that the team is required by the Baseball Authorities to play a home game at a location other than the Premises. Lessee further agrees that it shall not move or attempt to move the team to another city or stadium during the Term, or in any other way fail to conduct a full season (except as set forth in the previous sentence) at the Premises throughout the Term. A failure by Lessee to materially comply with the terms of this Section 18(a) shall be considered a material breach of this Lease Agreement. Lessee will be deemed to be in breach of this Section 18(a) upon any of the following occurrences: (i) an affirmative statement in writing from Lessee that Lessee intends to vacate the Premises and no longer operate a Class A minor league baseball team at the Premises; (ii) failure of Lessee to provide adequate assurances that it will not vacate the Premises after a request for such assurance is made by Lessor; or (iii) upon actual vacation or non-use of the Premises during the period April 1<sup>st</sup> through September 15<sup>th</sup> of any lease year during the Term.
- b. Breach of this Section 18 shall cause Lessee to be liable for the liquidated damages set forth below in Section 19(c).
- c. Notwithstanding the foregoing provisions of this Section 18, Lessee shall not be required to pay liquidated damages or other damages to Lessor if Lessee, without cause or neglect, loses its franchise rights to operate a team in the California League or in the

event contraction or realignment of Minor League Baseball results in Lessee losing its right to operate a California League team. Further, Lessor agrees that in the following events it will suffer no financial damage and will not claim liquidated damages or other damages from Lessee: (i) Lessee retains its California League franchise and operates in a different location, but assigns this Lease Agreement to a third party who agrees to conduct a full season (except as set forth in Section 18(a) above) of California League professional baseball operations for the remainder of the Term at the Premises; or (ii) Lessee sells its California League franchise to a third party who accepts an assignment of this Lease Agreement and agrees to conduct full season (except as set forth in Section 18(a) above) Class A California League professional baseball operations for the remainder of the Term at the Premises; or (iii) in the event of reorganization by the California League or Minor League Baseball and Lessee relocates or sells its California League franchise to a third party who relocates Lessee's team to another site, but Lessee or a third party obtains another franchise from a different professional league, accepts assignment of this Lease Agreement and agrees to conduct a full season (except as set forth in Section 18(a) above) of professional baseball operations for the remainder of the Term at the Premises.

#### **19. REMEDIES**

- a. In the event Lessee fails to cure a material breach of this Lease Agreement during the applicable cure period, Lessor may terminate this Lease Agreement by written notice to Lessee. Lessor reserves the right to bring an action to recover any amount necessary to compensate Lessor for all actual damages proximately caused by Lessee's breach.
- b. In the event Lessor fails to cure a material breach of this Lease Agreement during the applicable cure period, Lessee may terminate this Lease Agreement by written notice to Lessor. Lessee reserves the right to bring an action to recover any amount necessary to compensate Lessee for all actual damages proximately caused by Lessor's breach.
- c. In the event Lessee fails to cure a material breach of Section 18 of this Lease Agreement, Lessor and Lessee agree that Lessor shall be entitled to damages of \$100,000.00 due upon the expiration of the applicable cure period, as defined in Section 18, such damages to be considered liquidated damages. The Parties expressly acknowledge and agree that damages that would accrue to City by virtue of the breach of Section 18 are impractical and extremely difficult to ascertain in advance and that the liquidated damages provided by this Section 19(c) are a reasonable attempt to estimate such damages considering the nature of the circumstances. The Parties further acknowledge that such liquidated damages shall not be regarded as a penalty. It is the intent of the Parties, in light of the above acknowledgments, to waive any challenge to the liquidated damages provided by this Section 19(c) that may arise pursuant to Civil Code section 1671.

#### **20. ATTORNEY'S FEES**

The Parties agree that, prior to litigation, they shall pursue, in good faith, mediation before a professional mediator. Should any litigation be commenced between the Parties to this Lease Agreement concerning the Premises, this Lease Agreement, or the rights and duties of either in

relation thereto, the Party prevailing in that litigation shall be entitled, in addition to any other relief that may be granted in that litigation, to a reasonable sum as and for that Party's attorneys' fees.

## 21. FORCE MAJEURE

Except as otherwise expressly provided in this Lease Agreement, if the performance of any act required by this Lease Agreement to be performed by either Lessor or Lessee is prevented or delayed by reason of any act of God, strike, lockout, labor trouble, inability to secure materials, restrictive governmental laws or regulations, or any other cause (except financial inability) not the fault of the Party required to perform the act, the time for performance of the act will be extended for a period equivalent to the period of delay will be excused; *provided, however*, that nothing contained in this Section 21 shall excuse the prompt payment of rent by Lessee as required by this Lease Agreement or the performance of any act rendered difficult or impossible solely because of the financial condition of the Party required to perform the act.

## 22. NOTICES

Except as otherwise expressly provided by law, all notices or other communications required or permitted by law to be served on either Party to this Lease Agreement shall be in writing and shall be deemed duly served and given when personally delivered, or, in lieu of personal service, when deposited in the United States mail by Registered or Certified mail (postage prepaid, return receipt requested) and addressed: (i) if to Lessor, to the City of Visalia at 220 N. Santa Fe Street, Visalia, CA 93291; and (ii) if to Lessee, to Top of the Third, Inc. at 300 N. Giddings, Visalia, CA 93291. Either Party may change the address at which it receives notices by notifying the other Party in accordance with the provisions of this Section 22.

## 23. GOVERNING LAW

This Lease Agreement, and all matters relating to this Lease Agreement, shall be governed by the laws of the State of California in force at the time any need for interpretation of this Lease Agreement or any decision or holding concerning this Lease Agreement arises. The venue for any all matters relating to this Lease Agreement shall be Tulare County. Lessee hereby agrees to waive any rights to change venue under California Code of Civil Procedure section 394.

## 24. BINDING ON HEIRS AND SUCCESSORS

This Lease Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the Parties, but nothing in this Section 24 shall be construed as a consent by Lessor to any assignment of this Lease Agreement or any interest in this Lease Agreement by Lessee.

## **25. PARTIAL INVALIDITY**

If any provision of this Lease Agreement that is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Lease Agreement shall remain in full force and effect unimpaired by the holding.

## **26. SOLE AND ONLY AGREEMENT**

This instrument constitutes the sole agreement between Lessor and Lessee respecting the Premises, the leasing of the Premises to Lessee by Lessor, and the lease terms set forth in this Lease Agreement, and correctly sets forth the obligations of Lessor and Lessee to each other as of the Effective Date. Any agreements or representations respecting the Premises, the leasing of the Premises to Lessee by Lessor, or any other matter discussed in this Lease Agreement not expressly set forth in this instrument are null and void.

## **27. TIME OF ESSENCE**

Time is expressly declared to be of the essence of this Lease Agreement.

## **28. CONSTRUCTION**

This Lease Agreement is the product of negotiation and compromise on the part of each Party and the Parties agree, notwithstanding Civil Code Section 1654, that in the event of uncertainty the language will not be construed against the Party causing the uncertainty to exist.

## **29. AUTHORITY**

Each signatory to this Lease Agreement represents that it is authorized to enter into this Lease Agreement and to bind the Party to which its signature represents. To the extent that work performed by Lessee or its contractors pursuant to this Lease Agreement is determined to constitute a contract for goods or services that requires competitive bidding pursuant to City's policies, the City Council, by authorizing the City Manager to enter into this Lease Agreement, has determined to waive such policies and has found that the public interest is served by such waiver. Further, to the extent that the work to be performed by Lessee is construed to constitute work for which prevailing wages may be required, the City Council, by authorizing the City Manager to enter into this Lease Agreement, has found that such work constitutes a purely municipal affair and determines that prevailing wages need not be paid for such work.

## **30. RENT**

Lessee shall be obligated to pay to City rent for the Premises in the amount of One Dollar (\$1.00) during each year of the Term. Lessee shall be entitled to receive and keep all revenue derived from Lessee's use of the Premises from whatever source, including, without limitation, tickets, advertising, sponsorship and concessions.

**31. PARKING**

**City currently maintains certain parking lots that provide parking for the Premises. During the Term, City shall continue to make such parking lots available primarily for people attending events at the Premises.**

**[Signature page follows]**



IN WITNESS WHEREOF, the Parties have executed this Lease Agreement as of the Effective Date.

LESSOR, CITY OF VISALIA


By:   
Randy Groom, City Manager

APPROVED AS TO FORM:

By:   
James Hood, City Attorney

By:   
Dan Lopez, Risk Management

LESSEE, TOP OF THE THIRD, INC.

By:   
Tom Seidler, President

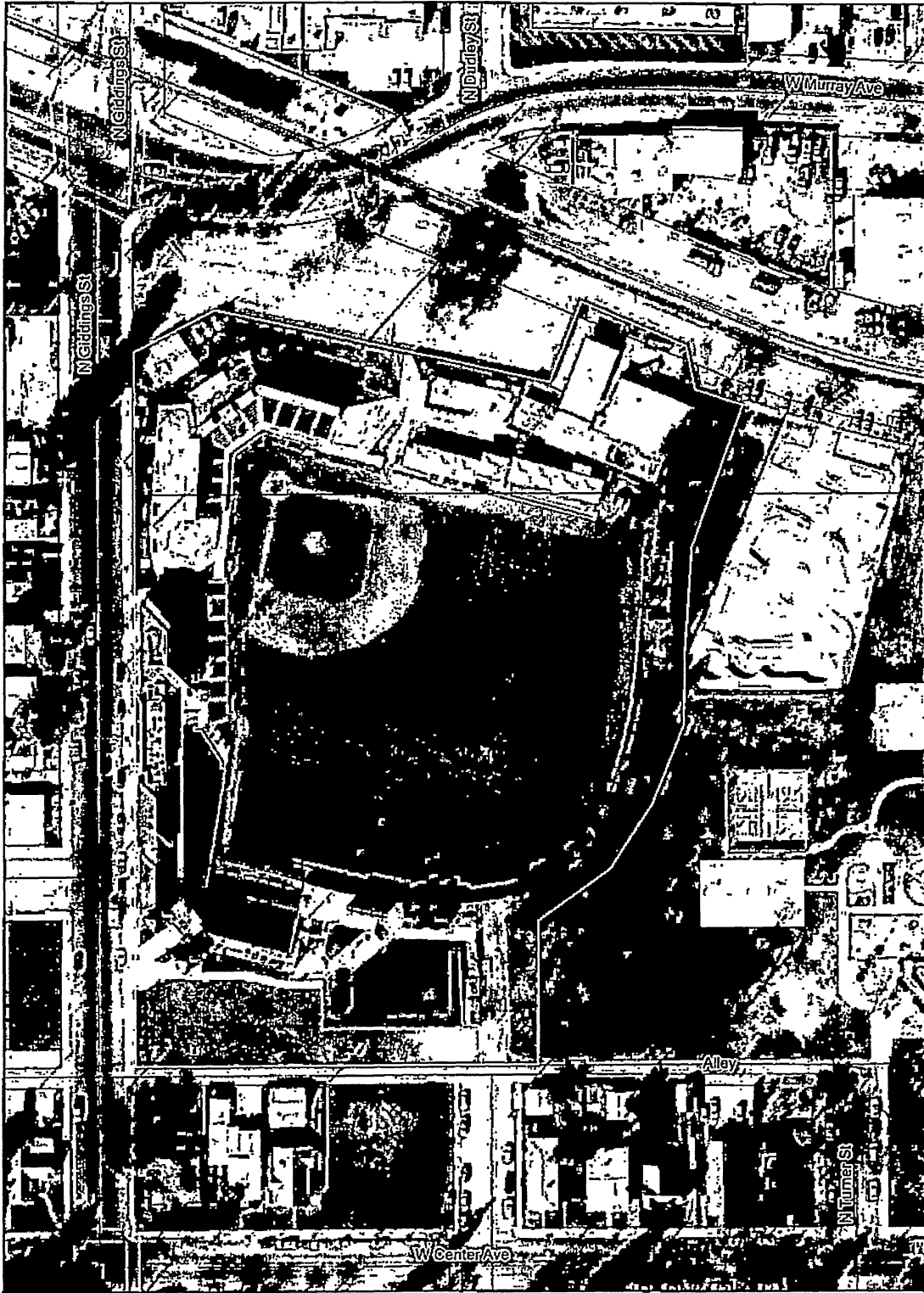
EXHIBITS:

- A. Description of Premises
- B. Professional Baseball Agreement (PBA) Facility Standards and MLB Rule 58
- C. 2018 Facility Report prepared by Gould Evans Associates, LC
- D. Major Maintenance Responsibilities
- E. Condition of the Premises
- F. Insurance

Exhibit A

Description of Premises

# Exhibit "A"



**Exhibit B**

**Professional Baseball Agreement (PBA) Facility Standards and MLB Rule 58**



**MINOR LEAGUE  
BASEBALL**

***MINOR LEAGUE FACILITY STANDARDS &  
COMPLIANCE INSPECTION PROCEDURES***

Voted upon: December, 1990

Went into effect: 1991

Revised: January 2005

Rule 58

**STANDARDS FOR MINOR LEAGUE PLAYING FACILITIES**

**(a) STANDARDS.** Each Minor League Club must maintain a playing facility that complies with agreed standards. These standards are set forth in Attachment 58. Any variance or waiver may be granted only by both the President of the Minor League Association and the Commissioner or the Commissioner's designee and shall remain in effect only for the time remaining in the current PDC, unless both the President of the Minor League Association and the Commissioner or the Commissioner's designee agree that the variance or waiver involves a structural issue (a category that includes, but is not limited to, the construction of walls and other permanent features of a facility) for which a variance or waiver of longer duration is appropriate. Any variance or waiver granted under this Rule 58(a) may be renewed beyond its expiration for the term of a successor PDC.

**(b) MONITORING OF COMPLIANCE.** The Commissioner's Office shall employ or otherwise contract for inspectors who will monitor Minor League Clubs' compliance with the agreed playing facility standards, and who will determine the frequency and timing of their inspections.

**(c) FAILURE TO MEET BALLPARK STANDARDS.** The inspectors shall cite any failures to comply with the agreed standards and shall notify the President of the Minor League Association and the Commissioner or the Commissioner's designee of such noncompliance. The President of the Minor League Association shall consult with the Major League Club that has a PDC with the non-complying Minor League Club, with the Commissioner or the Commissioner's designee and with the Minor League Club itself. The President of the Minor League Association shall determine, in consultation with the Commissioner or the Commissioner's designee, the specific measures the Minor League Club must take to achieve compliance and a timetable for achieving such compliance. The President of the Minor League Association shall then promptly notify such Minor League Club of such measures and timetable. Before the expiration of the required compliance timetable, the Minor League Club may request an extension of the timetable or a variance from the required compliance measures (see Rule 58(a) (Standards) upon a showing to the President of the Minor League Association of good cause.

If the Minor League Club fails to achieve such compliance with respect to playing field and other team facilities within the time specified and has not received a variance from such compliance, the President of the Minor League Association shall consult with the Commissioner or the Commissioner's designee about appropriate punitive or remedial action against the Club, its owner(s) and/or its League. Such punitive or remedial action may include, without limitation, fines not exceeding \$250,000 and suspensions of Minor League Club owners and/or personnel. After consultation with the Commissioner or the Commissioner's designee, the President of the Minor League Association shall then impose such punitive and/or remedial action against the Club, its owner, and/or its League as the President of the Minor League Association shall determine is appropriate under the circumstances. In addition to other punitive or remedial action that the President of the Minor League Association may impose, if, after investigation and consultation with the Commissioner or the Commissioner's designee, the President of the Minor League Association determines that the Minor League Club has no good cause for its failure, the President of the Minor League Association shall order the PDC voidable at the option of the Major League Club that is party to the PDC, and shall order the ownership of the Minor League Club to

divest its interest in the franchise. In the event that there is a finding of good cause, the President of the Minor League Association, after consultation with the Commissioner or the Commissioner's designee, shall issue a timetable for compliance within the shortest possible period.

If either the Major League Club that has a PDC with a Minor League Club that has been cited for noncompliance or the Commissioner's designee believes that the failure by the President of the Minor League Association to impose a penalty constitutes an abuse of discretion, or that a timetable or extension for compliance or a variance given by the President of the Minor League Association constitutes an abuse of discretion, the Major League Club or the Commissioner's designee may certify the dispute for appeal to the Commissioner under Article II of the Professional Baseball Agreement.

## ATTACHMENT 58

### MINOR LEAGUE FACILITY STANDARDS AND COMPLIANCE INSPECTION PROCEDURES

#### Standards

Unless expressed as recommendations, these facility standards are minimum requirements for all new Minor League facilities. The standards outlined in Sections 11, 12 and 13 are applicable to both new and existing facilities.

#### New Facilities

Any facility that is scheduled for a construction starting date of January 1, 1991 or later shall be considered a "new facility." All plans for new facilities, including construction time schedules, must be submitted to field inspection personnel designated by the Commissioner's Office and the President of the Minor League Association, for review and approval by the field inspection personnel prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved. Notwithstanding its facility's designation as a "new facility," a Minor League Club that can demonstrate that its new facility construction planning and approval process was at such a stage as of November 17, 1990 that requiring compliance with a minimum new facilities standard (other than those outlined in Sections 11, 12 and 13) will cause it to suffer a material hardship, may apply to the President of the Minor League Association and to the Commissioner or the Commissioner's designee for a variance from such standard.

#### Existing Facilities

Any facility other than a "new facility" as defined above shall be considered an "existing facility." All existing facilities must meet the standards outlined in Sections 11, 12 and 13 (playing field and other team facilities) by no later than April 1, 1995. All plans for additions, alterations or renovations of such facilities, including new turf installations, must be submitted to field inspection personnel designated by the Commissioner's Office and to the President of the Minor League Association, for review and approval by the field inspection personnel (including construction time schedules) prior to the start of construction. Such review must be completed within 30 days after submission or the plans shall be deemed approved. If such plans meet the standards they shall be approved.



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## 1.0 SEATING

This section establishes standards for the number, type and arrangement of seating in all facilities.

### 1.1 SEATING CAPACITY

Seating capacities shall be established to be appropriate for the size of the Minor League Club's market. Recommended minimum capacities are as listed below. All facilities shall conform with the seating grade, seating distribution and spacing requirements described in sections 1.2, 1.3 and 1.4.

1.1.1	Class AAA Capacity	10,000 seats
1.1.2	Class AA Capacity	8,000 seats
1.1.3	Class A Capacity	4,000 seats
1.1.4	Short-Season Class A/Rookie	2,500 seats

### 1.2 GRADES OF SEATING

In order to enhance the professional atmosphere of the facility, each facility shall provide a minimum of two separate and distinct grades of seating (three separate and distinct grades are recommended). This provision is intended to designate and define general types of seating and not to define pricing or ticketing structures.

#### 1.2.1 TYPES OF SEATING

Seating types shall be defined as in sections 1.2.2, 1.2.3, and 1.2.4.

#### 1.2.2 BOX SEATING

Defined as Arm Chair Seats with Backs. Additional seat width and leg room is recommended, with an additional three inches of tread width to be provided as compared to the tread width in the other seating areas. Following the traditional definition of box seating, it is recommended that additional access to smaller groupings of box seats be provided.

#### 1.2.3 RESERVED SEATING

Defined as a bench with back as a minimum requirement.

#### 1.2.4 GENERAL ADMISSION SEATING

Defined as a bench as a minimum requirement.

### 1.3 SEATING DISTRIBUTION

In no event shall more than 90% of the total seating capacity be General Admission seating. Recommended seating distributions are as follows.

For two grades of seating:  
Box or Reserved: 25% of total capacity  
General Admission: 75% of total capacity

For three grades of seating:  
Box: 25% of total capacity  
Reserved: 25% of total capacity  
General Admission: 50% of total capacity

#### 1.4 SEAT SPACING

The spacing and layout of all seating, aisles, vomitories, cross-aisles and concourses comprising the established exiting system shall conform to all applicable local, state and federal codes and regulations. (NFPA 101 for Assembly Occupancies shall be considered the minimum requirement if the facility does not fall under jurisdiction of other regulations.)

#### 1.5 HANDICAPPED ACCESSIBILITY

All facilities shall comply with all applicable local, state and federal codes and regulations regarding access of Handicapped patrons and employees. (ANSI.A117-1 shall be considered the minimum requirements.)

#### 2.0 PUBLIC COMFORT STATIONS

This section determines and defines the number of plumbing fixtures and their arrangement at the facilities.

#### 2.1 COMFORT STATION DISTRIBUTION

The distribution of the fixtures should be in accordance with the distribution of the seating locations and exiting system to allow minimal walking distances from all parts of the facility to public toilet facilities.

#### 2.2 PLUMBING FIXTURES

The minimum plumbing fixture ratios shall be as follows:

Water closets	1:125 Women 1:450 Men
Lavatories (sinks)	1:150 Women 1:150 Men
Urinals	1:125 men

#### 2.2.1 COMFORT STATION ACCESSORIES

All public restroom facilities shall provide mirrors, purse shelves (in women's), hand drying facilities and trash cans. It is recommended that a table/platform for diaper changing be located in each restroom.

#### 2.3 HANDICAPPED ACCESSIBILITIES

All facilities shall comply with all applicable local, state and federal codes and regulations (ANSI. A117-1). It is recommended that all facilities provide a minimum of one, unisex h.c. toilet facility per level. This facility shall be similar to a residential bathroom, and allow a h.c. patron to use the facility with the assistance of his/her companion of the opposite sex.

## **2.4 DRINKING FOUNTAINS**

All facilities shall provide drinking fountains per local, state and federal codes and regulations.

## **2.5 PUBLIC TELEPHONES**

All facilities shall provide telephones per local, state and federal codes and regulations.

## **3.0 CONCESSION AND VENDING**

The following standards for Concessions and Vending are recommended for all facilities. Many of the conditions may be affected by an existing operational agreement between the facility and concessionaire. It is recommended that these standards be incorporated into any new operational agreement negotiated after the effective date of this PBA.

### **3.1 CONCESSION AREAS**

It is recommended all facilities provide 5 lineal feet of counter space (with corresponding support space) per 350 seats in the total facility capacity. The distribution of the concession areas shall be commensurate with the distribution of the patrons to minimize walking distances. [Example:  $12,000 \text{ seats} / 350 = 34.28 \times 5' = 171 \text{ lineal feet of counter}$ . Each stand averages 25' per stand. Therefore, a minimum of 7 stands, distributed throughout the facility are recommended.]

### **3.2 CONCESSION VENDORS**

If concession vendors are provided at the facility, the following ratios are recommended: one vendor per 350 seats, with 15 sq. ft. of vending commissary space for each vendor separate from the concession areas.

### **3.3 CONCESSION COMPLIANCE/CODES AND REGULATIONS**

Concessionaires are responsible for compliance with all local, state and federal regulations in regard to Health Standards, Fire Department regulations, power, exhaust and ventilation requirements. The agreement between the facility and concessionaire shall define which party is responsible for required modifications.

### **3.4 CONCESSION STORAGE AND NOVELTY STANDS**

The following standards shall be minimum requirements.

#### **3.4.1 CONCESSION STORAGE**

All facilities shall provide adequate storage for concession inventory. It is recommended that the storage area be of such size to store the inventory necessary to stage the number of games in an average home stand. In the Agreement between the facility and the concessionaire, the concessionaire shall provide empirical data to determine the required amount of storage space.

### **3.4.2 NOVELTY STANDS**

Any provided novelty stand(s) acting as a sales point for retail sales shall present products in a professional manner commensurate with a standard retail sales areas.

### **4.0 MISCELLANEOUS PUBLIC AREAS**

#### **4.1 STADIUM CLUB/RESTAURANT/BANQUET FACILITY**

This type of facility shall be optional.

#### **4.2 PICNIC/BEER GARDEN FACILITY**

This type of facility shall be optional.

#### **4.3 FAMILY RECREATION AREA**

This type of facility shall be optional.

### **5.0 TICKET WINDOWS AND ENTRY TURNSTILES**

The following Sections 5.1, 5.2, and 5.3 shall be minimum requirements.

#### **5.1 TICKET WINDOWS**

All facilities shall provide one ticket window for each 1500 seats of total capacity.

#### **5.2 TURNSTILES/ENTRY POSITIONS**

All facilities shall provide one turnstile or equivalent entry position (minimum of 30" wide) for each 1500 seats of total capacity.

#### **5.3 HANDICAPPED ACCESSIBILITY**

All facilities shall provide access per all applicable local, state and federal codes and regulations to all public and private areas of the facility.

### **6.0 SECURITY AND FIRST AID**

#### **6.1 SECURITY COMMAND POST**

All facilities shall provide a "command post" for event security forces, centrally located with provisions for removing unruly patrons from the facility.

#### **6.2 FIRST AID STATION**

All facilities shall provide a first aid station during all events. It is recommended that certified medical personnel staff the station at all events.

### **7.0 PARKING AND FACILITY ACCESS**

The following Sections 7.1, 7.2 and 7.3 shall be applicable to all facilities.

## **7.1 PARKING SPACES**

It is recommended all facilities shall provide public parking spaces at a ratio of 1 space per 3 seats of total capacity. Such parking spaces shall be on-site or within a 10 minute (? mile) walking distance of the stadium.

## **7.2 ACCESS AND CONTROL**

All facilities shall coordinate with local law enforcement officials to provide controlled on-site traffic access, so as to promote a safe and trouble-free access environment.

## **7.3 HANDICAPPED PARKING**

All facilities shall conform with all applicable local, state and federal regulations.

## **8.0 SOUND SYSTEM AND SCOREBOARD**

### **8.1 SOUND SYSTEM**

All facilities shall provide an acoustically balanced sound system integrated with the capacity to deliver clear audio messages to the press box, concourses and all public areas within the facility.

### **8.2 SCOREBOARD**

All facilities shall provide a scoreboard that provides the following as minimum requirements. All scoreboard characters are to be large enough to be seen throughout the facility.

Line Score  
Ball-Strike-Out  
Player at Bat

### **8.3 SCOREBOARD LOCATION**

No part of any scoreboard and/or associated lighted advertising panels may be located within 50' of the center line of the playing field.

### **8.4 CLOCK**

All facilities shall provide a time-of-day clock that is in full view of all field personnel from the beginning of batting practice through the close of each game.

## **9.0 MEDIA FACILITIES**

### **9.1 PRESS PARKING AND ACCESS**

It is recommended that all facilities provide a parking area for all members of the media with direct access to the facility. It is also recommended that parking be provided for television vans and broadcast trucks.

## **9.2 PUBLIC ADDRESS/SCOREBOARD PERSONNEL**

All facilities shall provide space in the press box for the public address announcer and scoreboard operator(s). It is recommended that the PA/scoreboard area have a minimum of 50 sq. ft. of floor space in addition to the floor space required for the scoreboard equipment.

## **9.3 RADIO BROADCAST BOOTHS**

It is recommended that all facilities provide two radio broadcast booths (home and visitor) that provide a direct view of the entire field and facilitate the broadcast of the game. Each shall provide counters, chairs, power, lighting and telephone jack.

## **9.4 TELEVISION BROADCAST AND CAMERA BOOTH**

It is recommended that all facilities provide a spare broadcast/camera booth available for local television broadcasts and local television media. The booth should have a direct view of the entire field with operable windows or closures.

## **9.5 PRINT MEDIA AREA**

It is recommended that all facilities provide a separate area for 6 to 10 members of the print media with a direct view of the entire field. Counter, chairs, power, lighting and telephone jack shall be provided.

## **9.6 MEDIA TOILET FACILITIES**

It is recommended that all facilities provide media restroom facilities separate from public restrooms, located with direct access to the press box.

## **9.7 MEDIA WORKROOM/LOUNGE**

This type of facility shall be optional.

## **9.8 HANDICAPPED ACCESSIBILITY TO PRESS BOX**

Facilities shall conform to all applicable local, state and federal codes and regulations for accessibility to the press box. (ANSI-A117.1)

## **10.0 ADMINISTRATION AREA**

### **10.1 FACILITY ADMINISTRATION AREA**

It is recommended that all facilities provide administrative space of 250-300 sq. ft. per person for facility and maintenance operations with separate toilet facilities directly adjacent.

### **10.2 STADIUM PERSONNEL DRESSING/LOCKER FACILITIES**

It is recommended that all facilities provide separate dressing/locker facilities (separate for each sex) for all maintenance and event employees (including concession personnel) separate from the public.

#### **10.2.1 STADIUM PERSONNEL TOILET FACILITIES**

It is recommended that all facilities provide toilet facilities for stadium personnel separate from the public. Direct access to personnel locker rooms is desirable.



### 10.3 TEAM ADMINISTRATION AREA

If the tenant team has a permanent administration area away from the facility, an on-site game day team administration area must be provided. If the team's permanent administration area is at the facility, it is recommended that the area provide 250-300 sq. ft. per person for team operations with adjacent toilet facilities.

### 11.0 TEAM FACILITIES

The following shall be minimum requirements.

#### 11.1 HOME CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least five more than the Club's active player limit for its classification of play. The minimum size of each locker shall be 24" w x 72" h (36" w x 72" h is recommended). A lockable storage compartment is recommended for each locker.

Minimum floor space requirements for the team dressing area shall be as follows:

New facility: 1,000 sq. ft.

Existing facility: 800 sq. ft. (1,000 sq. ft. is recommended)

#### 11.2 SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet areas with the following minimum fixture counts:

New facility:	shower heads:	8 (10 recommended)
	water closets:	2
	urinals:	2
	lavatories:	4 (8 recommended)
Existing facilities:	shower heads:	6 (10 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (8 recommended)

#### 11.3 TRAINING ROOM

All new facilities shall provide a separate training room of not less than 300 sq. ft. divided into three areas: treatment, whirlpool and rehabilitation. The training room shall have space for 1 or 2 treatment tables, a minimum of 2 whirlpools, hydroculator, scale, stationary bicycle, ice machine and an area for 2 or 3 pieces of rehabilitation/weight equipment. The training room shall contain a lockable storage area for training supplies. It is recommended that additional space be provided for a separate office/dressing area for the trainer and team physician. It is also recommended that a valuable storage box be installed in the training room.

All existing facilities shall comply with the above paragraph, with the exception that the minimum square footage requirement shall be 175 sq. ft. (300 sq. ft. is recommended).

#### 11.4 TEAM LAUNDRY FACILITY

All facilities shall provide commercial quality laundry facilities (washer and dryer) for the home team to provide daily washing capability. This room may be combined with the Team Equipment Room.

#### 11.5 TEAM EQUIPMENT ROOM

All facilities shall provide adequate lockable equipment storage space (minimum of 300 sq. ft. in a new facility) contiguous with the clubhouse.

#### 11.6 COACHES LOCKERS

All new facilities shall provide a minimum of 4 coaches lockers (6 are recommended) in addition to the players lockers. It is recommended these lockers shall be in a separate area from the players lockers. Locker size and floor space requirements (per capita) shall be the same as in the players dressing area.

Existing facilities shall comply with the above paragraph, with the exception that a minimum of 3 coaches lockers are to be provided.

#### 11.7 FIELD MANAGER'S OFFICE

All facilities shall provide a field manager's office with direct access to the home clubhouse. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 6-8 persons. At existing facilities the separate toilet, shower and dressing area is recommended and not required.

#### 11.8 VISITORS CLUBHOUSE/DRESSING AREA

The number of lockers provided shall be at least three more than the Club's active player limit for its classification of play. Minimum floor space requirements shall be as follows:

New facility: 750 sq. ft.  
Existing facility: 500 sq. ft (750 sq. ft. is recommended)

#### 11.9 VISITORS SHOWER AND TOILET FACILITIES

All facilities shall provide separate shower, drying and toilet facilities with minimum fixture counts as follows:

New facility:	showers heads:	6 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	4
Existing facilities:	shower heads:	4 (8 recommended)
	water closets:	2
	urinals:	2
	lavatories:	2 (4 recommended)

#### **11.10 VISITORS TRAINING ROOM**

All new facilities shall provide a separate training room (minimum of 150 sq. ft.) with space for one training table and one whirlpool, and a hydroculator (4-pack minimum). In existing facilities, this area may be integrated into the players' dressing area, provided that the dressing area is at least 650 sq. ft.

#### **11.11 VISITING FIELD MANAGER'S OFFICE**

All facilities shall provide a separate office for the visiting field manager. It shall include a separate toilet, shower and dressing area, along with a desk and adequate meeting space for 2-4 people. At existing facilities, the separate toilet, shower and dressing area is recommended and not required.

#### **11.12 TEAM STORAGE (MAJOR LEAGUE PARENT TEAM)**

It is recommended that all facilities provide a minimum of 300 sq. ft. of lockable team storage, separate from other team storage, with year round access only to the major league team.

#### **11.13 UMPIRE FACILITIES**

All facilities shall provide a private dressing, shower, and toilet facility for umpires. This area shall provide enough lockers (each a minimum of 36" w x 72" h) to accommodate the number of umpires typically assigned to work in the applicable classification of play. In new facilities, this area shall be a minimum of 200 sq. ft.

#### **11.14 FIELD/DUGOUT ACCESS**

It is required that all new facilities and recommended that all existing facilities provide a direct access route to the dugout/playing field. Similar access is to be provided for the umpires.

#### **11.15 PLAYER PARKING**

It is recommended that all facilities designate a parking area with clubhouse access for players and other uniformed team personnel.

#### **11.16 HITTING/PITCHING TUNNELS**

It is recommended that each facility provide two covered tunnels for players to practice hitting and pitching in an enclosed environment. If provided, these tunnels should be reasonably close to the home clubhouse with minimal public access.

#### **11.17 PRE- AND POST-GAME WAITING AREA**

It is recommended that all facilities provide a pre-game and post-game waiting area for families of players and other uniformed personnel.

## **12.0 PLAYING FIELD**

### **12.1 FIELD DIMENSIONS**

Layouts of all new fields (and modifications to existing fields) shall be submitted for approval by the parent Major League Club and the Minor League Club. All field dimensions shall comply with the minimum dimensions specified in Section 1.04 of the Official Baseball Rules.

### **12.2 PLAYING SURFACE**

All facilities shall provide a field surface (natural or synthetic) without defects and/or "trip-hazards" that could affect the normal play of the game or jeopardize player safety. Warning track material shall identify all zones within 15' of all walls and fences. This warning track must be of a material to provide visual and tactile notice of a significant change in surface type.

### **12.3 FIELD GRADE**

The maximum allowable grade from the base of the pitcher's mound to the warning track in foul territory shall be 6". The maximum allowable grade from second base to the outfield warning track shall be 20".

### **12.4 FIELD WALL**

The permanent outfield wall or fence in all new facilities shall be a minimum of 8' high.

### **12.5 BULLPENS**

All facilities must provide a bullpen area for each team. These areas may be located in foul territory down the baselines or just immediately outside the field wall. Each must be visible to both dugouts and to the press box. Each shall have two regulation pitching mounds and home plates, adequate distance and clearance for each pitcher and catcher, and a bench for 10 players. If the bullpens are in foul ball areas, care shall be taken to integrate the slope of the pitcher's mound into the field so as not to create a trip hazard for fielders as they approach the bullpen. It is recommended that all facilities have phones connecting the bullpens to the dugouts.

### **12.6 DUGOUTS**

All facilities must provide two enclosed dugouts (home and visitor). Each dugout in a new facility must accommodate 25-30 uniformed personnel on a bench with sea-back. Each dugout in an existing facility shall accommodate 20-25 uniformed personnel. Each dugout must have a helmet rack for a minimum of 15 helmets and a bat rack for a minimum of 30 bats. It is recommended that a bat swing/storage area be directly accessible to each dugout. It is recommended that each dugout include a refrigerated water cooler (drinking fountain) and provide direct access to a restroom. It is recommended that all facilities have telephones connecting the dugouts to the bullpens and to the press box. All dugouts shall provide as feasible an anti-skid surface as possible on steps and walkways.

### **12.7 FIELD EQUIPMENT**

All facilities shall provide the following field equipment. Examples given shall serve as guidelines for equipment quality, and the equipment provided shall meet or exceed the examples specified.

### **12.7.1 BATTING CAGE**

All facilities shall provide a full cover batting cage. New batting cages shall have minimum dimensions of 18' wide, 14' deep and 9' high. It is recommended that the cage be portable and made of an aluminum frame to provide maximum maintainability. Existing batting cages not meeting the above standards may be approved by the parent Major League Club.

### **12.7.2 FIELD SCREENS**

All facilities shall provide a pitching screen, first base screen, 2nd base/double play screen, and a shag protector screen. New screens shall have the following minimum dimensions:

Pitching screen: - 7' h x 8' w with 4' x 4' notch in upper corner.

Double play screen: 7' h x 14' w with hinged wings.

First base and shag protector screens: - 7' h x 8' w.

All existing screens not meeting the above standards may be approved by the parent Major League Club.

Periodic checks of the batting cage and all screens shall be performed to verify frame and net integrity.

### **12.7.3 BATTER'S EYE**

All facilities shall provide a solid monochromatic batter's eye painted in a flat, dark color with minimum dimensions of 16' high and 40' wide centered in the outfield. If a centerfield camera is integrated into the batter's eye, the camera must be the same color as the batter's eye. It is recommended that all new facilities provide a batter's eye with minimum dimensions of 40' high and 80' wide. Any advertising sign abutting the batter's eye shall not include white lettering, a white background, any neon or other lighting or motion effects.

### **12.7.4 FOUL POLES**

All facilities shall provide two foul poles of a bright color that are a minimum of 30' high (45' is recommended) with a screen to the fair side of the pole. No white signs shall be allowed on or immediately adjacent to each side of the foul pole.

### **12.7.5 FLAG POLE**

All facilities shall provide a flag pole for the United States Flag or Canadian Flag, as applicable, in clear view of the entire seating bowl.

### **12.7.6 SCOREBOARDS, VIDEO MONITORS AND MOTION SIGNS**

In addition to other provisions of these Minor League Facility Standards (including, but not limited to, Section 8.3 (Scoreboard Location)), the President of the Minor League Association, in consultation with the Commissioner or the Commissioner's designee,

shall develop and distribute guidelines regarding the use and location of scoreboards, video monitors, LED boards and LED/matrix boards so as not to interfere with play.

## **12.8 FIELD LIGHTING**

All new lighting systems shall maintain the following minimum brightness requirements after 100 hours of burning:

Class AAA and Class AA: 100 fc average in infield/70 fc average in outfield.

Class A and Rookie: 70 fc average in infield/50 fc average in outfield.

The height and location of poles in all new lighting systems shall follow IES standards.

All existing lighting systems shall maintain the following minimum brightness requirements:

Class AAA and Class AA: 70 fc average in infield/50 fc average in outfield.

Class A and Rookie: 60 fc average in infield/40 fc average in outfield.

All lighting systems shall operate with a maximum variance ratio of 1.2/1 in the infield and 2/1 in the outfield. The variance ratios shall be computed by comparing the highest and lowest footcandle readings in the infield and the outfield.

## **12.9 BATTING CAGE GATE**

All new facilities shall provide a gate large enough to allow the batting cage to be freely taken to and from the playing field.

## **12.10 BACKSTOP**

All facilities shall provide a backstop behind home plate. The configuration and dimensions shall vary due to sight-lines for the press box and insurance requirements for the facility. Periodic inspections shall be performed to insure the integrity of the backstop.

## **12.11 PLAYING FIELD TARPS**

All Class AAA, Class AA and full season Class A facilities shall provide a full infield tarp and pitcher's mound, home plate, base pit, and bullpen tarps, except that this requirement may be waived by the President of the Minor League Association in the event that the facility is located in an area that does not experience sufficient rainfall to justify the expense of tarps. The tarps shall be oversized to prevent water from running under the edge to a dirt area. The tarps shall be stored in an easily accessible location but in a way not to create a safety hazard on the playing field. Each facility is required to provide adequate manpower to operate the placement and/or removal of the tarps.

## **13.0 MAINTENANCE**

This section outlines requirements and recommendations for overall maintenance of the facility and playing field in a professional manner.

### **13.1 FACILITY MAINTENANCE AND CLEANLINESS**

Each facility shall develop a maintenance program (both short-term and long-term) for use by its maintenance personnel. All public areas shall be completely free of trash and rubbish at the opening of each event, and stadium personnel shall be responsible for cleanliness during the event.

Each facility shall follow its maintenance program for interior repairs and touch-ups to maintain the professional atmosphere of the facility. Long-term maintenance shall be ongoing in order to deter major facility problems and to minimize potential disruptions to the public.

### **13.2 FIELD MAINTENANCE**

The playing field shall be maintained at the highest possible professional level. Every reasonable effort shall be made to insure the safety of the players and the smooth play of the game. The facility shall follow professional grounds-keeping practices and shall utilize proper maintenance equipment. Nail-drags, screens, tampers and rakes are recommended to maintain all dirt areas. Proper turf care equipment (mowers, tractors, etc.) shall be used, and an appropriate maintenance plan shall be developed and followed to care for the playing field.

#### **13.2.1 PLAYING FIELD RECONDITIONING**

The pitcher's mound and base pit areas shall be reconditioned prior to each game through the use of clay materials and tampers.

#### **13.2.2 FIELD MAINTENANCE MATERIALS**

All facilities are required to have a sufficient amount of drying material on hand at all times for reconditioning the infield. A chemical drying agent and/or calsonite clay may be used in combination with sand to stabilize areas affected by excessive moisture. Sand may not be the sole drying agent.

#### **13.2.3 LAYOUT OF PLAYING FIELD**

The entire playing field shall be laid out to coincide with the provisions of Sections 1.04 through 1.08 of the Official Baseball Rules.

#### **13.2.4 IRRIGATION SYSTEM**

All new facilities shall provide a full field irrigation system as well as water lines 1 1/2" or larger behind both home plate and second base for watering the infield grass and base pit areas. It is recommended that a series of water outlets 1" or larger be distributed around the playing field in order to water the field if the irrigation system should become inoperable. It is recommended that a full-field irrigation system be provided at all existing facilities.

#### **13.2.5 FIELD DRAINAGE SYSTEM**

All new facilities shall provide an underfield drainage system integrated into the sub-base of the turf (natural or synthetic) surface. This system shall be a system of a drain tile fields in a porous collection bed (or similar system) below the turf base.

It is recommended an optimal slope of .5% be maintained from the base of the pitcher's mound to the baselines and from second base to the outfield warning track.

Exhibit C

2018 Facility Report prepared by Gould Evans Associates, LC



**Minor League Facility Survey  
Visalia Rawhide  
Rawhide Ballpark  
Visalia, CA**

**2018 Facility Report**

**Prepared for  
Major League Baseball  
Commissioners' Office**

**By  
Gould Evans Associates, LC**

# gouldevans

ASSOCIATES LLC

July 6, 2018

Mr. Fred Seymour  
Minor League Operations  
Office of the Commissioner  
Major League Baseball  
245 Park Avenue - 34<sup>th</sup> Floor  
New York, NY 10176

Re: Visalia Rawhide  
Visalia, CA

Dear Fred:

Attached is our summary of our 2018 visit to Rawhide Ballpark.

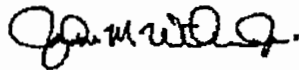
This facility was not in compliance with the PBA Standard as shown on page 2 of the attached report.

Our survey is solely a summary comparison of this facility to the PBA Standards. Certain potential hazards may be noted, but there is no expressed or implied warranty that all potential hazards are identified herein.

Likewise, compliance with ANSI, NFPA, applicable local, state, or federal codes or regulations is based on a summary evaluation, not detailed compliance. Nothing in this report should be construed to imply that the facility is in complete compliance.

If you have any questions, please feel free to let me know.

Cordially yours,



John M. Wilkins, Jr., AIA  
Principal

Cc: Tim Brunswick, Vice President, Baseball & Business Operations, MiLB  
Andy Shultz, Assistant Director, Baseball & Business Operations, MiLB  
Jennifer Reynolds, General Manager, Visalia Rawhide  
Jeannie Greenwood, Facility Contact, City of Visalia  
Charlie Blaney, President, California League  
Mike Bell, Director of Minor Leagues, Arizona Diamondbacks

700 MASSENA HUSLIE STREET  
LAWRENCE KS 66044  
785 842 3660

KANSAS CITY LAWRENCE PHOENIX TAMPA SAN FRANCISCO

WWW.GOULDEVANS.COM

## Team Data

## Minor League Facility Survey

**Facility Name:** Rawhide Ballpark

**Year Facility Was Built:** 1946

**Facility Location/Address:** 300 N. Giddings Street  
Visalia, CA 93291

**Facility Ownership:** City of Visalia

**Facility Contact:** Jeannie Greenwood  
345 N. Jacob Street  
Visalia, CA 93291  
Phone: (559) 730-6889  
Fax: (559) 713-4800  
E-mail: Jeannie.Greenwood@visalia.city

**Minor League Team Name:** Visalia Rawhide

**Team Contact:** Jennifer Reynolds, General Manager  
300 N. Giddings Street  
Visalia, CA 93291  
Phone: (559) 732-4433  
Fax: (559) 739-7732  
E-mail: jennifer@rawhidebaseball.com

Tom Seidler, President  
Email: tseidler@padres.com

**Major League Affiliation:** Arizona Diamondbacks

**Team Classification:** A

**League Affiliation:** California League

**League Contact:** Charlie Blaney, President

**Team Ownership:** Top of the Third, Inc.

**Report Date:** July 5, 2018

**Site Visit Date:** April 6, 2018

**Site Survey By:** Lynn Harrod

## Requirements Not In Compliance

## Minor League Facility Survey

The following is a summary of items that are not in compliance with the requirements for existing facilities.

AREA	PBA STANDARD	PROVIDED	COMMENTS
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12.0 PLAYING FIELD			
12.1.0 Field Dimensions	Layout/dimensions correct Mound regulation	No Req No	Re: Appendix I & II
12.8.1 Field Lighting	Class A & Rookie Infield Ratio Infield	60 fc 44 fc 1.2 1.5	RE: Appendix III At the end of 2012 season fixtures on 2 poles behind grandstands were replaced by Musco. At the end of 2014 season 4 outfield poles fixtures were replaced by Musco. Fixtures on the 2 remaining baseline poles were to be replaced by Musco at the end of 2016 season, but work was deferred to a future date.

## Recommendations Not In Compliance      Minor League Facility Survey

The following is a summary of items that are not in compliance with the recommendations for existing facilities.

AREA	PBA STANDARD	PROVIDED	COMMENTS
<b>1.0 SEATING</b>			
1.1.0 Seating Capacity	Recommended Minimum Class A 4,000	2,612	
<b>2.0 PUBLIC COMFORT STATIONS</b>			
2.2.0 Plumbing Fixtures	Men LV 1/150 Minimum 8	7	Count based on: 50% Women 50% Men
2.3.0 Handicapped Accessibility	One unisex recommended per level	No	
<b>3.0 CONCESSIONS &amp; VENDING</b>			
3.2.0 Concession Vendors	Recommended: 1/350 seats Recommended: 15 sf/vendor 7 105 sf	2 30 sf	
<b>7.0 PARKING &amp; FACILITY ACCESS</b>			
7.1.0 Parking Spaces	Recommended: 1/3 seats 823	200 spaces	
<b>8.0 SOUND SYSTEM &amp; SCOREBOARD</b>			
8.4.0 Clock	Provided	No	
<b>9.0 MEDIA FACILITIES</b>			
9.4.0 TV Broadcast & Camera Booth	Spare booth recommended	No	
9.5.0 Print Media Area	Space for 6-10 people recommended Equipped	0 No	
9.6.0 Media Toilet Facilities	Separate from Public recommended	No	
9.8.0 Handicapped - Accessibility to Press Box	Provided	No	



## Detailed Compliance - Existing

## Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

1.0 SEATING			
1.1.0 Seating Capacity	Recommended Minimum Class A	4,000	2,612
1.2.0 Grades of Seating	2 grades required 3 recommended	Yes	
1.3.0 Seating Distribution	GA not more than Recommended	90%	106 25%
	Reserved	25%	1,266 75%
	GA	50%	1,240 25%
1.4.0 Seat Spacing	Meets NFPA: recommended	N/A	
1.5.0 Handicapped Accessibility	Accessible seating provided	Yes	
	Employee accessibility	Yes	
2.0 PUBLIC COMFORT STATIONS			
2.1.0 Comfort Station Distribution	Distributed	Yes	
2.2.0 Plumbing Fixtures	Women	Minimum	Count based on: 50% Women 50% Men
	WC 1/125	10	
	LV 1/150	8	8
	Men	Minimum	
	WC 1/450	3	5
	LV 1/150	8	7
	UR 1/125	10	10
2.2.1 Accessories		Women	Men
	Mirrors	Yes	Yes
	Purse shelves	Yes	N/A
	Hand Drying	Yes	Yes
	Trash cans	Yes	Yes
	Diaper changing recommended	Yes	Yes

**Detailed Compliance - Existing**

**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS
2.3.0 Handicapped Accessibility	Entry accessible Water closet accessible Lavatory accessible One unisex recommended per level	Yes Yes Yes No	
2.4.0 Drinking Fountains	Provided	Yes	
2.5.0 Public Phones	Provided	Yes	Provided at guest services
<b>3.0 CONCESSIONS &amp; VENDING</b>			
3.1.0 Concession Areas	Recommended: 5/350 seats Even distribution	35 lf 83'-4" lf Yes	
3.2.0 Concession Vendors	Recommended: 1/350 seats Recommended: 15 sf/vendor	7 2 105 sf 30 sf	
3.3.0 Code Regulation	Health Certificate	Yes	
3.4.1 Concession Storage	Adequate	Yes	
3.4.2 Novelty Stand	Provided - optional Professional presentation	Yes Yes	"General Store"
<b>4.0 MISCELLANEOUS PUBLIC AREAS</b>			
4.1.0 Stadium Club	Optional	Yes	"Hall of Fame Club"
4.2.0 Picnic Garden	Optional	Yes	
4.3.0 Family Recreation Area	Optional	Yes	Re-done in 2017
<b>5.0 TICKET &amp; ENTRY TURNSTILES</b>			
5.1.0 Ticket Windows	1/1,500 seats	2	5
5.2.0 Turnstiles/Entry	Turnstiles +		0 turnstiles +



**Detailed Compliance - Existing**

**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS
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	Entries (30" minimum) = 1/1,500 seats	2	<table border="1"> <tr> <td data-bbox="1114 449 1276 478">14 entries =</td> <td data-bbox="1276 449 1401 478"></td> </tr> <tr> <td data-bbox="1114 478 1276 516">14 Total</td> <td data-bbox="1276 478 1401 516"></td> </tr> </table>	14 entries =		14 Total	
14 entries =							
14 Total							

1

**Detailed Compliance - Existing**

**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

5.3.0 Handicapped Accessibility	Provided	Yes	
<b>6.0 SECURITY &amp; FIRST AID</b>			
6.1.0 Security Command Post	Provided	Yes	considered part of info booth
6.2.0 First Aid Station	Provided Staffed recommended	Yes Yes	
<b>7.0 PARKING &amp; FACILITY ACCESS</b>			
7.1.0 Parking Spaces	Recommended: 1/3 seats On site Within 1/2 mile Lighting	823  Yes Yes Yes	650 spaces  Team bought lots around stadium to improve #'s of parking spaces in the Fall of 2016
7.2.0 Access & Control	Coordinate with local law enforcement	Yes	
7.3.0 Handicapped Parking Accessibility	Signage Width Accessible Path	Yes Yes Yes	
<b>8.0 SOUND SYSTEM &amp; SCOREBOARD</b>			
8.1.0 Sound System	Provided	Yes	
8.2.0 Scoreboard	Provided Line Score Ball- Strike-Out Player at bat	Yes Yes Yes Yes	
8.3.0 Scoreboard Location	No part of scoreboard and/or associated lighted panel located within 50' of center line	Yes	
8.4.0 Clock	Provided	No	

**Detailed Compliance - Existing**

**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

<b>9.0 MEDIA FACILITIES</b>			
9.1.0 Press Parking & Access	Media personnel parking recommended Media van parking recommended	Yes Yes	
9.2.0 Public Address/ Scoreboard Personnel	Space provided 50 sf recommended	Yes 65 sf	Combined with scoreboard and home radio
9.3.0 Radio Broadcast Booths	2 recommended Direct view of field Equipped	Yes Yes	2 booths
9.4.0 TV Broadcast & Camera Booth	Spare booth recommended	No	
9.5.0 Print Media Area	Space for 6-10 people recommended Equipped	No 0	
9.6.0 Media Toilet Facilities	Separate from Public recommended	No	
9.7.0 Media Workroom/ Lounge	Optional	No	
9.8.0 Handicapped Accessibility to Press Box	Provided	No	
<b>10.0 ADMINISTRATION AREA</b>			
10.1.0 Facility Administration Area	Office space recommended for facility & maintenance/operations Total # of Administrative Personnel 2 Area recommended: (250 sf/person) 500 sf Separate toilet facilities recommended	Yes 1 2,442 sf Yes	

**Detailed Compliance - Existing**

**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS
------	--------------	----------	----------

10.2.0 Stadium Personnel Dressing/Locker Facilities	Separate dressing/locker for maintenance recommended	Women No	Men No	
	Separate dressing/locker for concessions recommended	No	No	
10.2.1 Stadium Personnel Toilet Facilities	Separate toilet for maintenance recommended	Women No	Men No	
	Separate toilet for concessions recommended	No	No	
10.3.0 Team Administration	Admin area off - site	N/A		
	Admin area on - site required	Yes		
	No. of Administrative personnel on site	3	10	
	Space recommended on site (250 sf/person)	750	2,442 sf	
	Separate toilet facilities from public recommended	Yes		
<b>11.0 TEAM FACILITIES</b>		<b>Active player limits (APL)</b>		
		Class A	25	
11.1.0 Home Clubhouse/ Dressing Area	Lockers (APL+5)	30	30 lockers	
	Size:	24"x72"	36"x71"	
	Lockable Storage recommended		Yes	
	800 sf		1,140	
11.2.0 Shower & Toilet Facilities	Shower heads	6	9	
	Water closets	2	2	
	Urinals	2	3	
	Lavatories	2	6	



**Detailed Compliance - Existing**

**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS	
11.9.0 Visitor's Shower & Toilet Facilities	Shower heads Water closets Urinals Lavatories	4 2 2 2	8 2 2 2	
11.10.0 Visitor's Training Room	Separate area recommended 150 sf (may be part of clubhouse if it is 650 sf)  Install or make readily available: 1 Hydrocollator (4-pack min.)  Space for: 1 Training table 1 Whirlpool	Yes  Yes  Yes Yes	220 sf    2 Provided	
11.11.0 Visiting Field Manager's Office	Required Desk, meeting space for 2-4 Separate dressing/shower area recommended Working phone required	Yes Yes No Yes		
11.12.0 Major League Team Storage	Separate lockable space recommended - 300sf Major league access only	No No		
11.13.0 Umpire Facilities	Private dressing/shower # of umpires Class A Lockers (1/umpire) Size	2 2 36"x72"	2 2 36"x72"	
11.14.0 Field/Dugout Access	Direct access for team recommended Similar access for umpires recommended	Yes Yes		
11.15.0 Player Parking	Designated parking area recommended Clubhouse access recommended	Yes Yes		

**Detailed Compliance - Existing**

**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS
11.16.0 Hitting/Pitching Tunnels	2 recommended, covered & enclosed environment Close to clubhouse Minimal public access	Yes Yes Yes	
11.17.0 Pre/Post Game Waiting Area	Recommended	Yes	
<b>12.0 PLAYING FIELD</b>			
12.1.0 Field Dimensions	Layout/dimensions correct Mound regulation	No Req Yes Recom Yes	Re: Appendix I & II
12.2.0 Playing Surface	Without defects or trip hazards that could jeopardize player safety 15' warning track Track provides visual/tactile change of surface	Yes No Yes	13'-Variance 2012
12.3.0 Field Grade	6" maximum from mound to left/right warning track  20" maximum from 2nd to outfield warning track	Yes  Yes	Field re-graded in 2017. removed incline in field from 2nd base to the outfield.
12.4.0 Field Wall	Minimum 8' high recommended	12' typ	
12.5.0 Bullpens	Two (2) required Visible to dugouts Visible to press box Two (2) regulation mounds Two (2) home plates Bench for 10 players Mound not a trip hazard Phones connecting bullpens to dugouts recommended	Yes Yes Yes Yes Yes Yes Yes No	chairs

## Detailed Compliance - Existing

## Minor League Facility Survey

AREA	PBA STANDARD	PROVIDED	COMMENTS
12.6.0 Dugouts	2 enclosed Bench for 20-25 Bench with seat back Helmet rack for 15, minimum Bat rack for 30, minimum Water cooler-recommended Direct access to restroom recommended Phones connecting dugouts to bullpens recommended Phones connecting dugouts to press box recommended Anti-skid surface on steps & walkways Depth from field	30' to 37' 53' Yes Yes Yes Yes Yes Yes No No Yes 42"	
12.7.1 Batting Cage	Full cover batting cage (18'w x 14'd x 9'h recommended)	Yes	
12.7.2 Field Screens	Pitching (7'h x 8'w with 4' x 4' notch) First base (7'h x 8'w) Double play (7'h x 14'w with hinged wings) Shag (7'h x 8'w) Net integrity	Yes Yes Yes Yes Yes	
12.7.3 Batter's Eye	16'h x 40'w (req'd) 40'h x 80'w (recom) Centered & monochromatic-painted in a flat, dark color. Advertising shall not include white lettering, white background, neon or other motion effects.	28'x45' Yes	
12.7.4 Foul Poles	2 poles 30' high Bright color No white signs on or adjacent Screens to fair side	Yes Yes Yes Yes	
12.7.5 Flag Pole	Required	Yes	



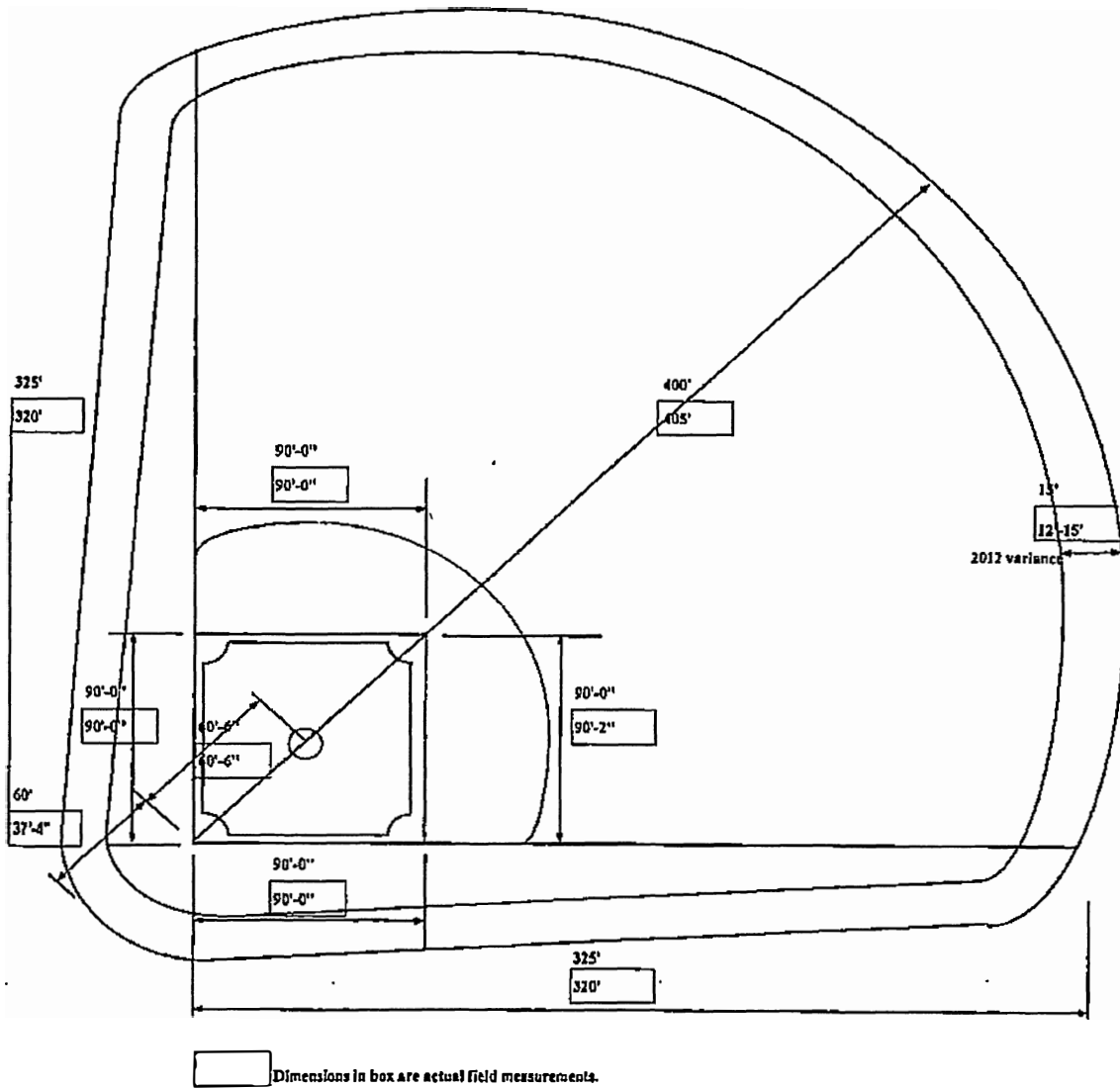
**Detailed Compliance - Existing**

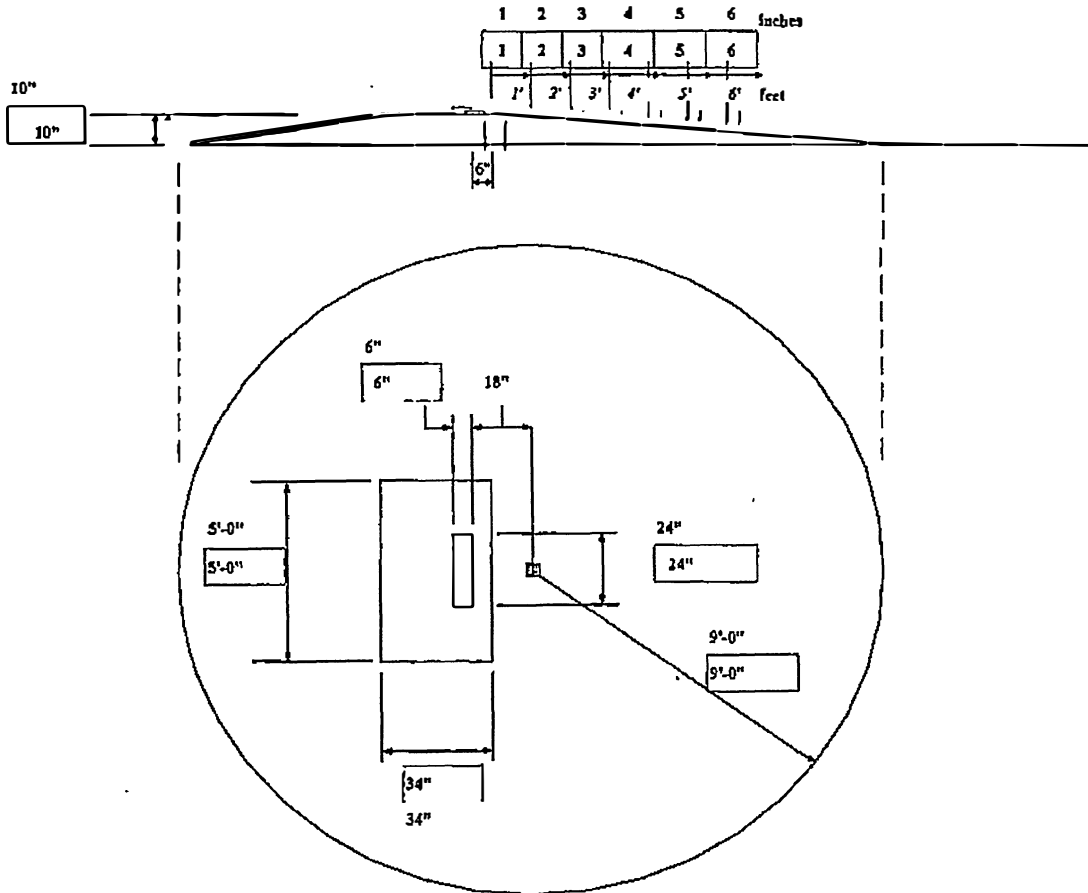
**Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS															
12.7.6 Scoreboards, Video Monitors & Motion Signs	No part of scoreboard and/or associated lighted panel located within 50' of center line	Yes																
12.8.1 Field Lighting	<p>Class A &amp; Rookie</p> <table border="0"> <tr> <td>Infield</td> <td>60 fc</td> <td>44 fc</td> </tr> <tr> <td>Outfield</td> <td>40 fc</td> <td>43 fc</td> </tr> <tr> <td>Ratio</td> <td></td> <td></td> </tr> <tr> <td>Infield</td> <td>1.2</td> <td>1.5</td> </tr> <tr> <td>Outfield</td> <td>2.0</td> <td>1.7</td> </tr> </table>	Infield	60 fc	44 fc	Outfield	40 fc	43 fc	Ratio			Infield	1.2	1.5	Outfield	2.0	1.7		<p>RE: Appendix III</p> <p>At the end of 2012 season fixtures on 2 poles behind grandstands were replaced by Musco. At the end of 2014 season 4 outfield poles fixtures were replaced by Musco. Fixtures on the 2 remaining baseline poles were to be replaced by Musco at the end of 2016 season, but work was deferred to a future date.</p>
Infield	60 fc	44 fc																
Outfield	40 fc	43 fc																
Ratio																		
Infield	1.2	1.5																
Outfield	2.0	1.7																
12.9.0 Batting Cage Gate	Free movement of batting cage to field recommended	Yes																
12.10.0 Backstop	Required behind home plate Screen integrity provided	Yes Yes																
12.11.0 Playing Field Tarp	Required (Recommended Short A/Rookie) Accessible Stored in safe manner	No N/A N/A	variance 2009															
<b>13.0 MAINTENANCE</b>																		
13.1.0 Facility Maintenance and Cleanliness	Maintenance program Public areas clean	Yes Yes																
13.2.0 Field Maintenance	Professionally maintained Proper equipment utilized	Yes Yes																

**Detailed Compliance - Existing****Minor League Facility Survey**

AREA	PBA STANDARD	PROVIDED	COMMENTS
13.2.2 Field Maintenance Materials	Drying material storage recommended	Yes	
13.2.4 Irrigation System	Recommended	Yes	
13.2.5 Field Drainage System	Recommended	Yes	Field reworked prior to 2017

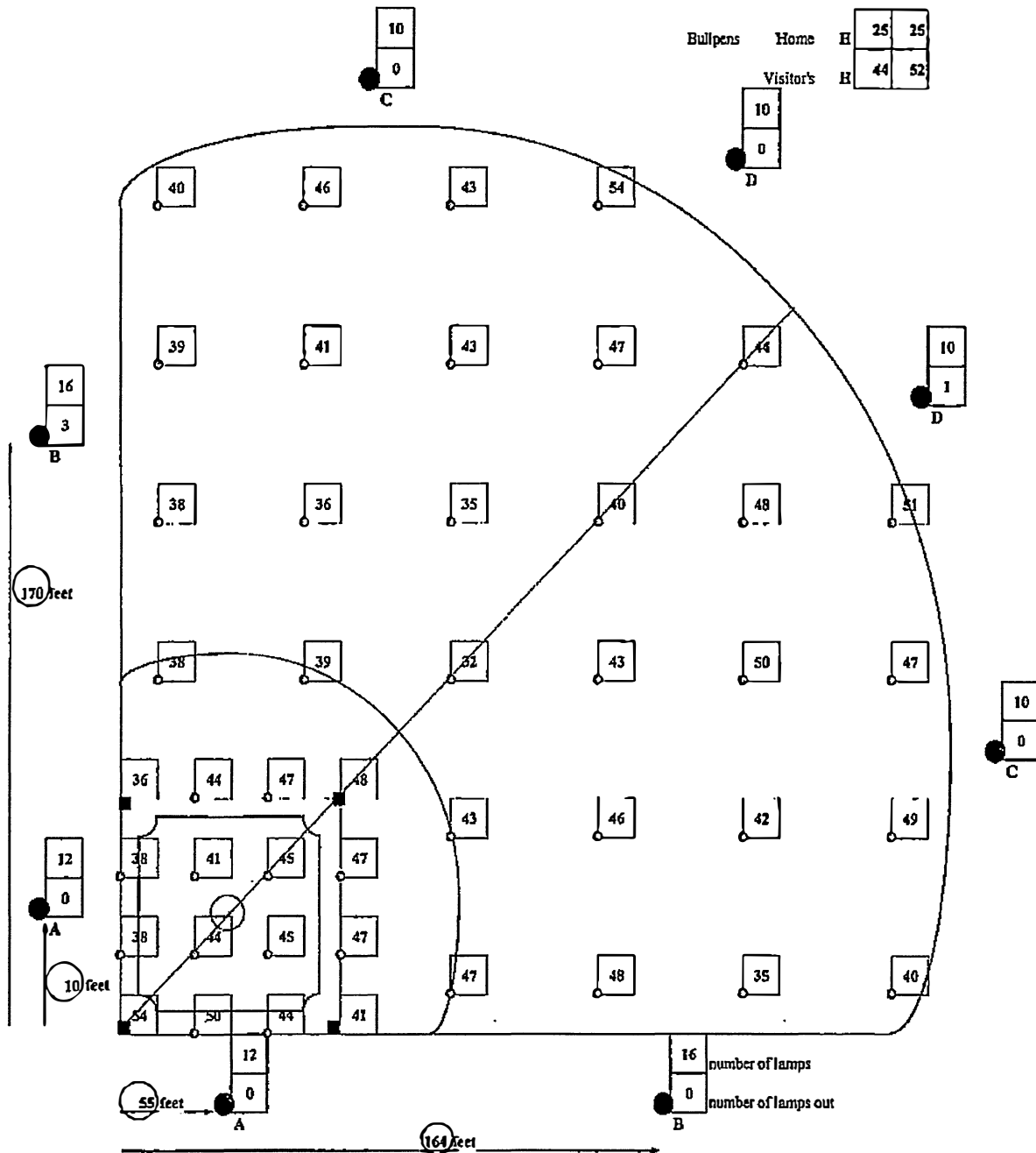




   Dimensions in box are actual field dimensions.  
 highlighted measurements are required / non-highlighted measurements are recommended

# Appendix III Field Lighting

# Minor League Facility Survey



Facility	Rawhide Ballpark	Number of Lamps	96
Date of Readings	4/6/18	Lamps Out	4
Date Installed	1989	Height of Poles	A: 100' B: 60' C: 90' D: 90'
Manufacturer	Musco A, C & D poles/B poles unknown	Requirements	Actual PBA
Lamp Type	MH	Infield	Average 44 60
Lamp Watts	1500	Ratio	54 / 36 1.5 1.2
Lamp No.	Sylvania M1500/BU-HOR	Outfield	Average 43 40
Light Meter	Minolta T-10 Calibrated April 2018	Ratio	54 / 32 1.7 2.0

**Field Lighting Evaluation****Minor League Facility Survey**

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City and Club	Visalia Rawhide	League/Class	California - A
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Foot-candle Light Survey Data:		
	Actual	PBA Criteria
Infield Average	44	60
Infield Ratio	1.5	1.2
Outfield Average	43	40
Outfield Ratio	1.7	2.0

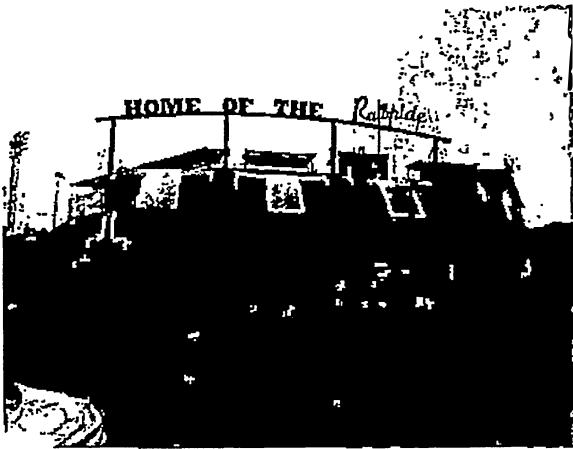
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**Summary:**

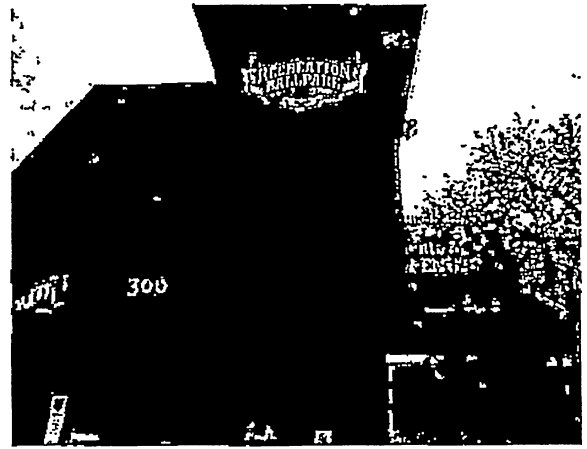
The infield lighting measures on this ballpark continue to underperform and are less than that required by PBA. The lighting system on this ballpark was installed more than a quarter century ago and maybe approaching its end of useful life? The lighting in its current state is not acceptable.

**Recommendations:**

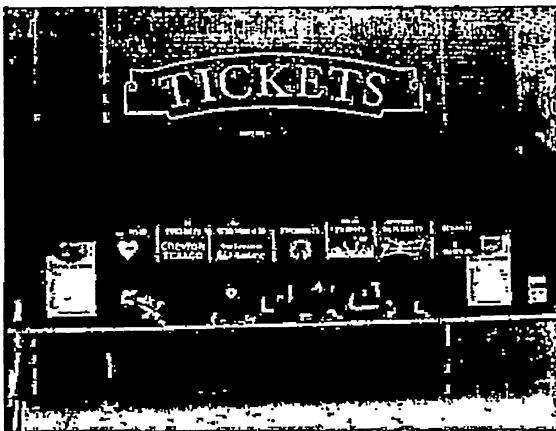
It would appear that additional luminaires are required, at least for the infield, to meet PBA requirements. Retain a qualified lighting designer to assess the problems with this system and develop corrective measures. As an alternative, contact a lighting system supplier and see what they would propose?



entrance



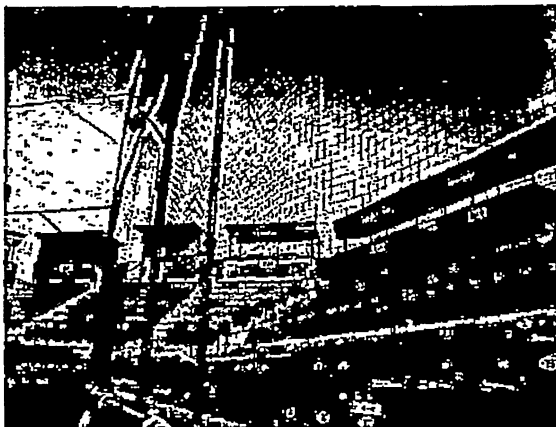
entrance gates



ticket windows



concourse



seating



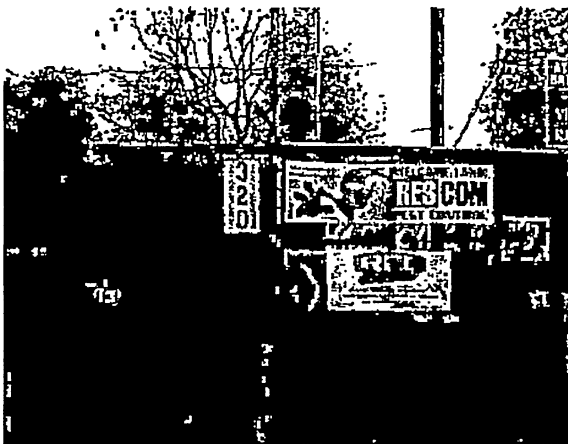
seating bowl



right field from home



right field foul line from home



Left field foul line from home



left field from home



Center field from home

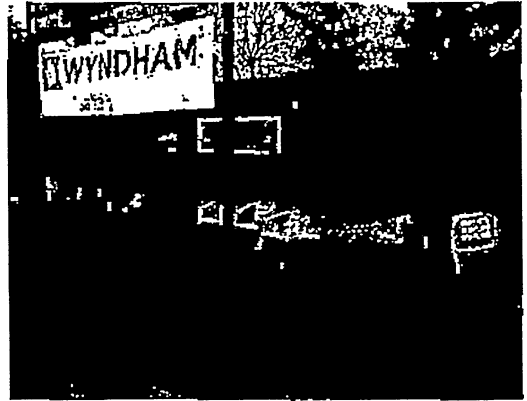


Batter's eye/close up & straight on

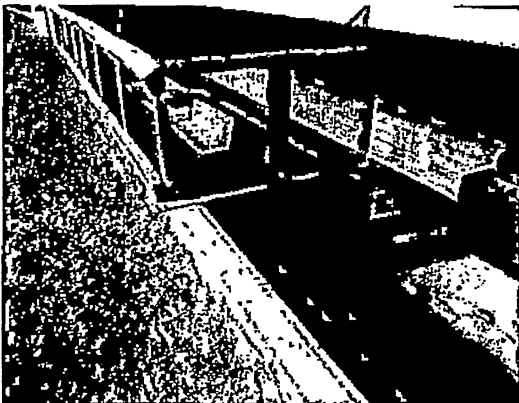




right field bullpen



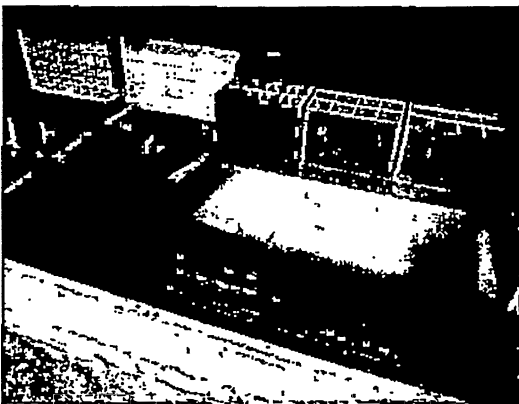
left field bullpen



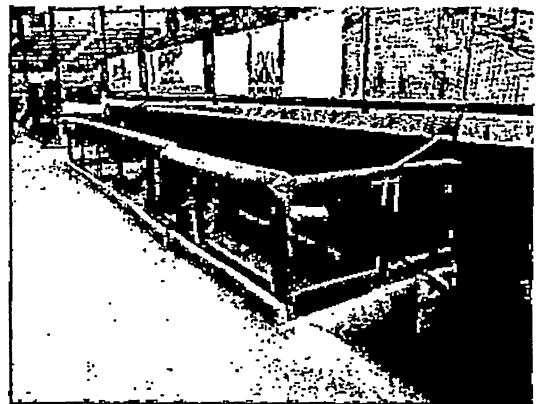
right field dugout / outside



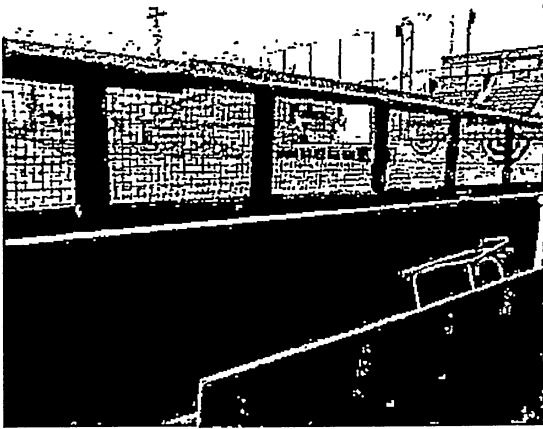
right field dugout / inside



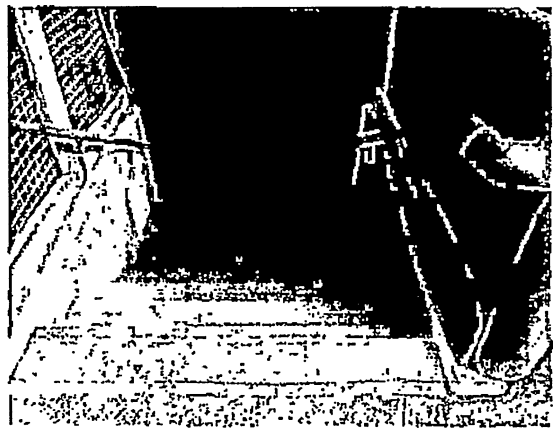
right field dugout / steps



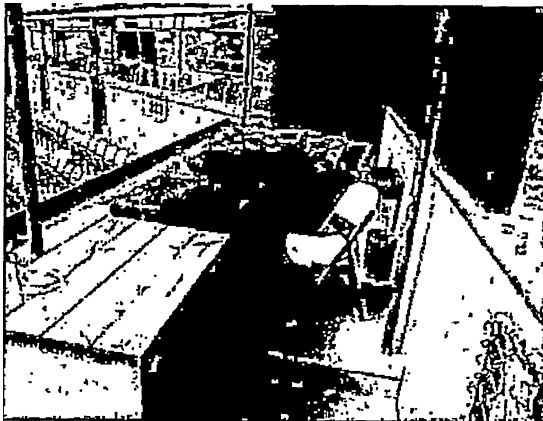
left field dugout/outside



left field dugout/inside



left field dugout/steps



media



umpires



umpires



home clubhouse / manager



home clubhouse / lockers



home clubhouse / training room



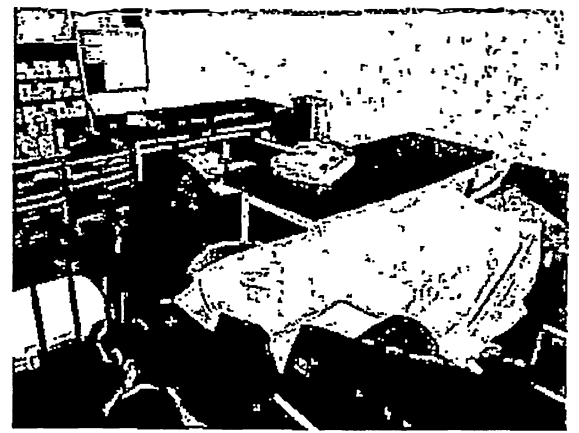
Visitor clubhouse / coaches



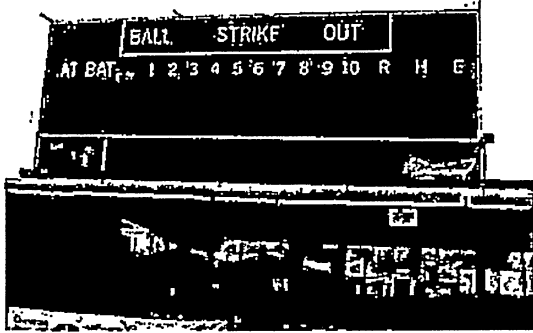
Visitor clubhouse / lockers



visitor clubhouse / lockers



visitor clubhouse / training room



scoreboard



Hitting tunnel

**Mailey Wilkins**

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**From:** GM\_Visalia <jennifer@rawhidebaseball.com>  
**Sent:** Sunday, June 24, 2018 10:56 PM  
**To:** Vaughn Blythe; Nathan Johnson  
**Cc:** Andy Shultz; julian@rawhidebaseball.com  
**Subject:** Re: Visalia Rawhide Ballpark Lighting

Hey guys,

Sorry for the delayed response!

Due to the fact that our lighting is not reading to the level that it needs to be at according to our most recent Gould Evans facility report, and we are still under warranty, what is the process for Musco to check this discrepancy out?

I've included Julian Rifkind, our Baseball Operations Manager, who will serve as your main contact with our facility. Just let us know what steps we need to take moving forward to make sure everything is as it should be.

Thank you for your time,

**JENNIFER (PENDERGH)**  
**General Manager**

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**Visalia Rawhide Baseball Club**

On 6/18/2018 2:08 PM, Andy Shultz wrote:

Jennifer,

I hope things are going well, especially as you're nearing the end of your pregnancy. I'm following back up regarding this year's facility visit, specifically your field lighting. I've copied Vaughn Blythe and Nathan Johnson from Musco. I'm looking to get you both connected so we can resolve the lighting issue at Rawhide Ballpark.

Attached to this email are the following:

1. 2018 Visalia Lighting Report – This is from this year's Gould Evans facility visit and shows that the infield foot candle average and ratio are below standard.
2. Fwd: Lights – This email contains an attachment from Musco Lighting which, per Nathan Johnson, summarizes the lighting projections had the project been done to its completion.
3. Fwd: Lights – This email contains two attachments: 1) The Musco submittal for production from December of 2014 and 2) the Gould Evans facility visit, which includes the lighting report from 2015. This shows that, similar to this year, the infield foot candle average and ratio are below standard.

4. Fwd: Visalia Rawhide 2015 Gould Evans Facility Report – This email should be read starting at the bottom and scrolling up. It shows correspondence from the Visalia Director of Parks and Recreation and Gould Evans (with references to Musco).
5. Visalia Facility Letter Draft – This is the draft of my letter which would wrap up this year's inspection.

So where does this leave us? The most important thing is to connect you with Musco to see what the solutions are. I understand that lighting is a large undertaking and will involve the City of Visalia, but connecting the Rawhide with Musco will certainly get the ball rolling so there's no confusion between both of you.

Jennifer, I'm also looking for us to close the book on this year's facility inspection. We're not looking for the final solution at this time, just you to acknowledge that the steps need to be taken, starting with communication with Musco. If you could respond to this email stating you'll connect with Musco (or vice versa), that will allow the facility report to go final and I can send the letter to the appropriate parties.

I appreciate you taking the time to look over this and respond back to me. If anyone has questions, please reach out to me directly. Thank you all very much!

**ANDY SHULTZ**

ASSISTANT DIRECTOR, BASEBALL & BUSINESS OPERATIONS

Minor League Baseball

9550 16<sup>th</sup> St. N., St. Petersburg, FL 33716

office 727.456.1734 | cell 717.380.8566

AShultz@MiLB.com



## Exhibit D

### Major Maintenance Responsibilities

**“Major Maintenance” of the Premises shall be defined as, but shall not be limited to, maintenance, repair, and replacement of main systems on the Premises; which shall include, but not be limited to, the HVAC units and all HVAC ducting located on the Premises; the elevator located on the Premises, the roof of each building located on the Premises; repairs, including resurfacing of the paved parking areas contained on the Premises if necessary, significant maintenance, repairs or improvements to the electrical, plumbing or other systems, consisting of work valued at over \$2,500.00; and all other items determined by the Parties to be “Major Maintenance” of the Premises.**

**Routine or regular maintenance of the Premises or for any baseball game or stadium rental related maintenance shall be the responsibility of the Lessee. This specifically includes all maintenance required for the infield and outfield playing surfaces.**

**Exhibit E**

**Condition of Premises**

**All instances in which the Premises are not in compliance with the Facility Standards as set forth in the 2018 Facility Report prepared by Gould Evans Associates, LC.**



## Exhibit F

### Insurance

1. Workers' compensation insurance as required by law.
2. Commercial general liability insurance with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for Premises and Operations, Contractual Liability, Personal Injury Liability, Products and Completed Operations Liability, Broad Form Property Damage (if applicable), Independent Contractor's Liability (if applicable).
3. Comprehensive Automobile Liability coverage with a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence. Such insurance shall include coverage for owned, hired, and non-owned automobiles and shall be provided by a business automobile policy.
4. Liquor liability insurance in such amounts as industry standards dictate for Minor League Baseball facilities.

Each insurance policy required by this Lease Agreement shall contain the following clauses:

"This insurance shall not be cancelled, limited in scope or coverage, or non-renewed until after thirty (30) days prior written notice has been given to the City Clerk, City of Visalia, 425 E Oaks Avenue, Visalia, CA 93291."

"It is agreed that any insurance maintained by the City of Visalia shall apply in excess of and not contribute with insurance provided by this policy."

Each insurance policy required by this Lease Agreement, excepting policies for workers' compensation, shall contain the following clause:

"The City of Visalia, its elected officials, officers, agents, employees, representatives and volunteers are added as additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with the City of Visalia."