

## FACILITY USE AND LEASE AGREEMENT

*This Facility Use and Lease Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026 ("Effective Date"), by and between New Buffalo Area Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, et seq., as amended ("Lessor"), and Dune Coast Baseball, LLC, a Michigan limited liability company ("Lessee") (each, a "party" and collectively, the "parties"). The Northwoods League, Inc. ("NWL" or "League") joins this Agreement as a co-signer as set forth herein.*

### RECITALS

*WHEREAS, Lessor owns and operates certain athletic facilities, including a baseball field and related amenities, located at 1112 East Clay Street, New Buffalo, Michigan 49117 (the "Facilities"); and*

*WHEREAS, Lessee has been granted a franchise by the League to operate a summer collegiate baseball team ("Team") beginning with the 2027 Championship Season; and*

*WHEREAS, Lessee desires to lease and use the Facilities, as identified and depicted in Exhibit "A," attached hereto, for the operation of the Team, League games, and other related, Lessor-approved community events, and Lessor is willing to lease the same under the terms and conditions set forth below.*

### AGREEMENT

#### *1. Definitions and Premises*

##### *1.1 Definitions*

*For purposes of this Agreement the following capitalized terms shall have the meanings set forth herein: Agreement; Premises; Facilities; Season; Primary Period; Improvements; Capital Improvements; Routine Maintenance; League; Event of Default; Force Majeure; Permitted Use; Lessor; Lessee. Defined terms are capitalized throughout and defined herein.*

##### *1.2 Leased Premises*

*Lessor leases to Lessee, and Lessee leases from Lessor, the baseball field, dugouts, press box, scoreboard, seating areas, ticketing areas, concessions facilities, locker rooms, food storage areas (with prior written permission of Lessor), and reasonable access to adjacent parking lots and common areas located at the Facilities in New Buffalo, Michigan, as is depicted in Exhibit "A" (collectively, the "Premises"). Notwithstanding anything else in this Agreement, Lessor's school activities and school district operations (including in emergency situations) will have priority use of the Premises, as determined necessary by Lessor. Lessor will endeavor to provide reasonable notice to Lessee of such activities or operations when possible.*

### *1.3 Access and Keys*

*Lessor shall provide Lessee with keys, access cards, and/or gate codes, and reasonable after-hours access necessary for Lessee's use during the Primary Period and for Lessor-approved off-Season access. Electronic access credentials may be issued in lieu of, or in addition to, physical keys and shall be activated only for the Primary Period, unless Lessor, in its sole discretion, authorizes temporary access for specific dates and times outside the Primary Period. Lessee shall maintain a log of key holders and/or individuals with access credentials and shall be responsible for all use by such individuals.*

*Lessor reserves the right to suspend or revoke access at any time for safety or security reasons or for breach of this Agreement.*

*Within a reasonable time following the conclusion of each Primary Period, the parties shall conduct a joint walkthrough of the Premises to document condition, maintenance needs, and any damage beyond ordinary wear and tear. Lessee shall promptly repair or reimburse Lessor for any such damage in accordance with this Agreement. All keys and access devices shall be returned, and all electronic access shall be deactivated, upon expiration or earlier termination of this Agreement.*

### *1.4 Compliance with Codes*

*Lessor warrants that, to the best of its knowledge, as of the Effective Date, the Premises comply with applicable building, fire, health, and accessibility codes. Lessee shall promptly notify Lessor of any code deficiencies discovered during Lessee's use. Lessor shall be responsible for code-level repairs unless caused by Lessee's alterations.*

## *2. Term, Renewal, and Termination*

### *2.1 Term*

*The Initial Term of this Agreement shall be ten (10) years, commencing January 1, 2027 and expiring December 31, 2036.*

### *2.2 Renewal Options*

*The parties may agree in writing to extend the Term for two (2) successive Renewal Terms of five (5) years each. Lessee shall provide affirmative written notice to Lessor of the desire to renew no later than twelve (12) months prior to the expiration of the then-current Term. Renewal is effective only upon mutual written agreement.*

### *2.3 Early Termination/Renegotiation*

*Either party may terminate this Agreement for material breach if the breaching party fails to cure within the applicable cure period set forth in Section 10. Lessor may terminate immediately for Lessee insolvency, abandonment, or impermissible use of the Premises. Additionally, Lessor may renegotiate terms of this Agreement if the team's current owners (Tom Rowland and Brian Williams) are no longer managing members of Dune Coast Baseball, LLC.*

## *2.4 Event of Default*

*In the event of Lessee default, NWL shall have the right (but not the obligation), within the cure period, to assume Lessee's obligations under this Agreement by written notice to Lessor, and NWL and Lessee shall enter into an assignment agreement approved by Lessor. For avoidance of doubt, NWL joins this Agreement as a co-signer and not a Guarantor for the Lessee's payment obligations.*

## *3. Financial Terms*

### *3.1 Annual Rent*

*Lessee shall pay Lessor One Thousand Dollars (\$1,000.00) per year of the Term, payable annually on or before May 1 of each year while the Lease is in effect ("Base Rent"). The Base Rent is conditioned on Lessee's timely completion of all Tier 1 capital improvements outlined in Exhibit "C", attached hereto, within five (5) years of the commencement of this Agreement. Lessee will use its best efforts to provide the Tier 2 capital improvements outlined in Exhibit "C" within the Initial Term of this Agreement.*

*If Lessee fails to complete the Tier 1 capital improvements within the timeframe provided above, the annual rent shall automatically increase to \$50,000 per year of the Term (the "Adjusted Rent"), from that point forward for the remainder of the Term.*

### *3.2 Revenue Sharing*

*Except as expressly provided in this Agreement, Lessor shall not share in Lessee's gross or net revenues from ticket sales, concessions, merchandise, or sponsorships. Parking fee revenues will be equally shared between the Lessor and Lessee.*

### *3.3 Utilities and Reimbursements*

*Lessor shall pay for utilities necessary to maintain the Premises. Upon execution of this Agreement and by May 1 of each year thereafter, Lessor will provide Lessee with anticipated monthly utilities and maintenance costs for the Premises and Lessee shall reimburse Lessor for utility usage above this monthly maintenance and utility cost during the Primary Period. Lessor shall provide itemized statements to the extent available, and Lessee shall remit payment within thirty (30) days after receipt of an invoice or summary from Lessor.*

### *3.4 Game-Day Staffing and Overtime*

*Lessor may provide maintenance or staffing outside normal hours, in coordination with the Lessee during the Primary Period. If Lessor provides such maintenance or staffing, Lessee shall reimburse Lessor for actual costs incurred, provided that Lessee has agreed to the need for such maintenance or staffing.*

### *3.5 Late Payment*

*Past-due amounts shall accrue interest at the lesser of 1.5% per month or the maximum lawful rate. Lessee shall also pay collection costs and reasonable attorneys' fees incurred by Lessor in collecting past-due amounts.*

#### *4. Use, Scheduling, and Operations*

##### *4.1 Permitted Use and Priority*

*Lessee's Permitted Use includes operation of a Northwoods League team, League games, practices, camps, clinics, related community events approved in writing in advance by Lessor, and other baseball-related activities. Any non-baseball events require prior written approval from the Lessor.*

*Except as provided in Section 1.2, Lessee shall have primary use of the Premises from May 24 through August 25 (the "Primary Period") each year. Access to the Premises prior to June 1 will be coordinated with Lessor, through its Director of Operations or designee, with access not to be unreasonably denied to the Lessee. Any scheduling conflicts between Lessee and other third parties not associated with Lessor during the Primary Period shall be resolved in favor of Lessee.*

##### *4.2 Schedule Submission and Blackout Dates*

*Lessor shall use best efforts to provide Lessee with a calendar of pre-existing school events and blackout dates during the Primary Period by October 1 each year, or as soon as possible, acknowledging that such schedules may not be finalized until the following February. Similarly, Lessee shall use best efforts to submit proposed Season dates to Lessor and the League by January 31 each year. Once Lessor's and Lessee's respective schedules are finalized, the parties shall cooperate in good faith to coordinate and reconcile such schedules, and Lessor recognizes and represents that it will not schedule any predetermined school activities, operations, or youth sports games/practices on established Season dates/NWL game days. Changes after schedule finalization require mutual agreement and shall not be unreasonably withheld.*

##### *4.3 Field Playability and Weather Decisions*

*Lessee retains final authority to determine field playability for any games or events during the Primary Period. Lessee assumes all risk associated with such determinations, including risks arising from weather conditions, and acknowledges that Lessor shall have no responsibility or liability for injuries or damages resulting from Lessee's decision to proceed with play. Lessee shall be solely responsible for obtaining liability waivers, whether in the form of executed agreements, purchased tickets, or another form, from all players, coaches, and ticketholders. Lessee shall indemnify, defend, and hold harmless Lessor from and against any and all claims, demands, damages, or liabilities arising out of or related to Lessee's use of the Premises, including any decision regarding field playability.*

##### *4.4 Condition of Facilities*

*Lessee acknowledges and agrees that the Premises and Facilities are provided "as is" and "where is," with all faults, and without any representation or warranty of any kind, express or implied, including, without limitation, any warranties of condition, fitness for a particular purpose, or suitability for Lessee's intended use. Lessee has had, or has been afforded, a full opportunity to inspect the Facilities and accepts the condition thereof. Lessee assumes all risks associated with its use of the Facilities and shall use the Facilities in a safe manner and in compliance with all applicable laws, rules, and Lessor policies.*

## *5. Maintenance, Improvements, and Capital Projects*

### *5.1 Routine Maintenance and Repairs*

*5.1.1 Lessor Responsibilities: Lessor shall generally be responsible for structural, mechanical, and capital repairs (roof, foundation, major systems) of the Facilities.*

*5.1.2 Lessee Responsibilities: Lessee shall be responsible for routine game-day field preparation, janitorial cleaning of stands and Premises (including waste removal), mowing and major grounds maintenance (including turf repair caused by normal wear and tear), fertilizing scheduling, dugouts, and concessions immediately following Lessee events, and repair of damage caused by Lessee's operations beyond normal wear and tear. Lessee will use its best efforts to contract with third party for grounds maintenance and custodial work by January 31 of each year. The agreement shall be subject to the prior written approval of Lessor and shall name Lessor as a third party beneficiary and additional insured on all applicable insurance. Game day preparation, janitorial cleaning of the Premises and other game related maintenance shall be the responsibility of the Lessee.*

*5.1.3 Mutual Responsibilities: Cost of grounds maintenance and turf repair will be split equally between Lessee and Lessor. Lessee may contract with a third-party vendor to perform such work; provided, however, that (i) the scope of work, vendor selection, and pricing shall be subject to Lessor's prior written approval, and (ii) prior to each Season, Lessee shall provide Lessor with a good-faith estimate of anticipated costs for such maintenance and repairs. Lessee shall be responsible for, and Lessor shall reasonably assist with, coordinating with the vendor to ensure the Premises in League-Ready condition by May 1 of the first Season. Lessor shall not be responsible for any costs incurred without its prior written approval. Lessee shall provide reasonable supporting documentation for all costs, and each party shall pay its respective share within thirty (30) days after receipt of an invoice or summary.*

### *5.2 Capital Improvements — Lessee Commitment*

*As a condition precedent to entering into this Agreement and as consideration for the rental amount in Section 3.1, Lessee intends to provide funds for Lessor to make Capital Improvements to meet League standards. All permanent Improvements require Lessor's prior written approval, and shall comply with applicable laws and regulations, including the School Building Construction Act and Revised School Code. All permanent Improvements become Lessor property without compensation to the Lessee upon termination or expiration of this Agreement.*

#### *5.2.1 Lessee shall:*

- Provide Lessor with good-faith input regarding scope, budget, and schedule for each Capital Improvement, it being understood that Lessor shall control final scope, procurement, contractor selection, and pricing;*
- Not commence any work or enter into any agreements relating to Capital Improvements, all of which shall be procured and contracted for by Lessor;*
- Reasonably coordinate construction schedules with the Lessor's designated staff member (the Director of Operations or designee) to minimize disruption to school activities and League play; and*

- *Lessee acknowledges that all Capital Improvements shall be subject to Lessor's public procurement requirements and applicable law, and Lessor shall not be liable for any delay, increased cost, or failure to complete the Capital Improvements due to force majeure events or compliance with such requirements.*

### *5.3 Project Management and Escrow*

*Lessor shall contract for and manage all Capital Improvements, acting through its Director of Operations (or designee). Lessee shall fund such Capital Improvements as provided herein. Lessee will deposit funds in an escrow account in a form reasonably acceptable to Lessor and accessible by Lessor to secure payment of Capital Improvement project costs.*

*Lessor may draw upon such escrow from time to time to pay costs of design, permitting, construction, and related expenses as incurred for the Capital Improvements. Lessee shall, upon written request, replenish the escrow to maintain sufficient funds to complete the Capital Improvements as provided in Exhibits "B" and "C". Lessor shall have no obligation to advance its own funds for any Capital Improvements.*

### *5.4 Ownership and Removal of Improvements*

*Improvements that are real property shall become part of the Premises and remain with Lessor at termination unless otherwise agreed in writing. Lessee may remove trade fixtures and personal property installed by Lessee if removal does not materially damage the Premises and is completed before termination; Lessee shall repair any damage caused by removal.*

## *6. Concessions, Alcohol, Signage, and Sponsorship*

### *6.1 Concessions and Merchandise*

*Lessee shall have the exclusive right to operate concessions and sell merchandise within the Premises during the Primary Period. Lessee controls menu, pricing, staffing, and retains concession revenues unless otherwise agreed.*

### *6.2 Alcohol Sales*

*Alcohol sale and consumption are permitted on the Premises during Lessee's use of the Facilities provided Lessee obtains all required state and local liquor licenses and insurance and complies with applicable laws, ordinances, and Lessor's Board Policies. Alcohol service may commence no earlier than one (1) hour prior to scheduled game time and must cease no later than the start of the bottom of the seventh inning, unless otherwise approved in writing by Lessor. Lessee shall implement responsible service policies and maintain required liquor liability insurance.*

### *6.3 Signage, Advertising, and Naming Rights*

*Lessee shall have the right to sell and retain revenue from advertising and sponsorships within the Premises (outfield wall signage, scoreboard branding, naming rights), subject to Lessor's written approval to ensure compliance with existing Lessor's contracts, school policies, and educational mission. As part of such approval, Lessor may identify categories or specific signage*

*that must be removed or covered if Lessor requires use of the Premises during the Season/Primary Period.*

*All signage, including any displays, tents, and promotional installations, shall be temporary, may be installed only during the Season, and shall be promptly removed upon conclusion of the Season/Primary Period. Further, if Lessor requires use of the Premises during the Season/Primary Period, Lessee shall, upon notice, remove or cover such signage identified by Lessor in advance as subject to removal for such use, as reasonably determined by Lessor. Lessor will use reasonable efforts to provide advance notice where practicable.*

*Lessor shall be granted one (1) complimentary full-page ad in Lessee's annual program.*

#### *6.4 Removal at Termination*

*Subject to Section 6.3, Lessee shall remove temporary signage at Season end unless Lessor consents to year-round placement. Permanent signage installed as Real Property shall remain with the Premises.*

### *7. Insurance, Indemnity, and Risk Allocation*

#### *7.1 Insurance Requirements*

*Lessee shall procure and maintain, at Lessee's expense, the following minimum insurance coverages during the Term:*

*Commercial General Liability (occurrence form): \$1,000,000 per occurrence; \$2,000,000 general aggregate or \$2,000,000 combined single limit.*

*Automobile Liability (any auto): \$1,000,000 combined single limit.*

*Liquor Liability (if applicable): \$1,000,000 per occurrence; \$2,000,000 aggregate.*

*Workers' Compensation: statutory limits and Employers' Liability per state law.*

*Umbrella/Excess Liability: \$2,000,000 per occurrence and aggregate, at least as broad as underlying coverages.*

*All policies (except Workers' Compensation) shall name NWL and Lessor as additional insureds and provide 30 days' prior written notice of cancellation or material change.*

*Lessor may, in its reasonable discretion, require increases to the minimum limits or changes in coverage types during the Term to account for inflation, new improvements, or changes in risk exposure. Any such adjustments shall be no greater than the percentage increase in the Consumer Price Index since the Effective Date of this Agreement. Lessee shall comply with any such adjustments within thirty (30) days of written notice from Lessor.*

## *7.2 Evidence of Insurance*

*Lessee shall deliver Certificates of Insurance and additional insured endorsements to Lessor prior to the Effective Date and at least 30 days before policy renewals. Certificates shall be delivered to the Lessor's Business Office and the School District's Risk Manager.*

## *7.3 Indemnification*

*To the extent permitted by law, which Lessor represents is limited, each party shall indemnify, defend, and hold harmless the other from claims arising out of its own negligent acts or omissions. Lessee's indemnity includes claims arising from Lessee's operations, employees, agents, contractors, invitees, and concession operations, except to the extent caused by Lessor's gross negligence or willful misconduct.*

## *8. Security, Staffing, and Game-Day Operations*

### *8.1 Security and Crowd Control*

*Lessee is responsible for all security, traffic control, ingress/egress control, and crowd management during Lessee events. Lessee shall provide proof of security staffing plans and, where required by law or Lessor policy, background checks for staff. Lessor may require additional Lessor staff at Lessee's cost when events require Lessor personnel, as determined in Lessor's sole discretion.*

### *8.2 Game-Day Operations*

*Lessee shall staff game-day operations (ticketing, ushers, concessions) and ensure staff are identifiable. Lessee shall ensure compliance with health and safety protocols and coordinate emergency response plans with Lessor.*

## *9. Taxes and Compliance*

### *9.1 Taxes*

*Lessee shall pay sales and use taxes applicable to its operations. If the Premises become subject to property taxes or special assessments due to Lessee's private use or Improvements, Lessee shall be responsible for such taxes.*

### *9.2 Title IX and Equity Acknowledgement*

*The parties acknowledge that Lessor, as a public school district, is subject to Title IX and related laws. Lessor is funding certain Capital Improvements for the Premises (baseball field) solely to support Lessee's League operations. These improvements are not intended to create inequity between facilities or athletic programs. Lessor reserves the right, in its sole discretion, to take any actions necessary to ensure Title IX compliance, including making additional improvements or resource allocations to other facilities or programs. Nothing in this Agreement limits Lessor's Title IX obligations or constitutes an admission of inequity.*

### *9.3 Permits and Licenses*

*Lessee shall obtain and maintain all permits, licenses, and approvals required for its operations (health permits, liquor licenses, vendor permits) and comply with all applicable laws, ordinances, and Lessor's Board Policies.*

## *10. Default, Remedies, and NWL Cure*

### *10.1 Events of Default*

*Events of Default include failure to pay rent within thirty (30) days after written notice, failure to perform other material obligations within thirty (30) days after notice (or longer if reasonably required to cure), insolvency, abandonment, failure to operate the Team at the Premises as required, and/or misuse of the Premises or Facilities.*

### *10.2 Remedies*

*Upon Event of Default, Lessor shall notify Lessee in writing of the purported material breach and allow Lessee ten (10) business days to cure such breach. Lessor shall include in the written notice of material breach the remedy it seeks due to the breach, including that it intends to: (a) terminate the Agreement; (b) re-enter and relet the Premises; (c) accelerate rent; or (d) pursue damages and specific performance. In the event the Lease is terminated by Lessor, Lessor shall then provide NWL notice of default and NWL shall have ten (10) business days to assume Lessee's obligations under the Lease by written notice to Lessor.*

### *10.3 Mitigation*

*If applicable, Lessor shall use commercially reasonable efforts to mitigate damages following termination or re-entry.*

## *11. Assignment, Transfer, and Franchise Sale*

### *11.1 Assignment and Transfer*

*Lessee shall not assign or transfer this Agreement or sublease the Premises without Lessor's prior written consent.*

### *11.2 Franchise Sale*

*If Lessee sells the Team or franchise, the purchaser must assume Lessee's obligations upon obtaining Lessor's consent.*

## *12. Dispute Resolution, Governing Law, and Miscellaneous*

### *12.1 Governing Law*

*This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan.*

### *12.2 Dispute Resolution*

*The parties shall first attempt mediation in good faith. If unresolved, disputes shall be submitted to binding arbitration in Berrien County, Michigan under the rules of the American Arbitration Association (AAA), except that either party may seek injunctive relief in a court of competent jurisdiction. The arbitrator shall be mutually agreed upon by the parties; if the parties cannot agree within thirty (30) days, the arbitrator shall be selected in accordance with the AAA rules. The losing party shall reimburse the other party for fees incurred as a result of the dispute, subject to specific resolution payments that may be determined by binding arbitration.*

### 12.3 Notices

*All notices under this Agreement must be in writing and shall be deemed given (i) on personal delivery, (ii) the next business day if sent by overnight courier, or (iii) three (3) business days after deposit in certified mail, return receipt requested, to the addresses below or such other addresses as the parties may designate in writing:*

**Lessor:**

*Director of Operations  
New Buffalo Area Schools  
1112 East Clay Street  
New Buffalo, Michigan 49117*

**Lessee:**

*Tom Rowland  
Dune Coast Baseball, LLC  
45 N. Whittaker Street, Suite 4  
New Buffalo, Michigan 49117*

**- and -**

*Brian Williams  
Dune Coast Baseball, LLC  
19639 Ash Court  
New Buffalo, Michigan 49117*

**NWL:**

*NWL  
2900 4th Street SW  
Rochester, Minnesota, 55902*

### 12.4 Entire Agreement; Amendments; Severability

*This Agreement, together with Exhibits, constitutes the entire agreement and supersedes prior agreements. Amendments must be in writing and signed by both parties. If any provision is invalid, the remainder remains in effect.*

### 12.5 Counterparts and Electronic Signatures

*This Agreement may be executed in counterparts and by electronic signature, each of which is an original.*

## 13. Surrender, Post-Term Obligations, and Final Accounting

### 13.1 Surrender

*Upon expiration or termination, Lessee shall surrender the Premises in broom-clean condition, remove Lessee's personal property, and repair any damage caused by removal. Permanent Improvements that are Real Property shall remain unless otherwise agreed.*

### 13.2 Final Accounting

*Within sixty (60) days after termination, the parties shall reconcile accounts for utilities, reimbursements, and outstanding obligations.*

*Additional Definitions*

*Improvements — Any alteration, addition, renovation, or construction to the Premises, including both Capital Improvements (Real Property) and Lessee’s trade fixtures or personal property.*

*Routine Maintenance — Day-to-day upkeep and operational tasks necessary to keep the Premises in playable and safe condition (e.g., infield prep, lining, janitorial cleaning after events).*

*League Ready — The condition of the playing surface and related facilities that meets the Northwoods League’s minimum standards for hosting League games, as reasonably determined by the League and the parties.*

*Utilities — Services necessary for operation of the Premises, including water, electricity, gas, sewer, and trash removal.*

*Force Majeure — An event beyond a party’s reasonable control (e.g., acts of God, war, terrorism, governmental action, epidemic) that prevents performance; obligations affected by a Force Majeure event are suspended to the extent and for the duration of the event, subject to the notice and mitigation requirements in this Agreement.*

*Surrender Condition — The required condition of the Premises at the end of the Term or upon earlier termination (broom-clean condition, removal of Lessee personal property, repair of damage caused by removal), as described in Section 13.*

*IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.*

*LESSOR: New Buffalo Area Schools*

*By: \_\_\_\_\_*

*Name: \_\_\_\_\_*

*Title: \_\_\_\_\_*

*Date: \_\_\_\_\_*

*LESSEE: Dune Coast Baseball, LLC*

*By: \_\_\_\_\_*

*Name: \_\_\_\_\_*

*Title: \_\_\_\_\_*

*Date: \_\_\_\_\_*

*CO-SIGNER: The Northwoods League, Inc.*

*By: \_\_\_\_\_*

*Name: \_\_\_\_\_*

*Title: \_\_\_\_\_*

*Date: \_\_\_\_\_*

Exhibit "A" — Map of Facilities Subject to Lease

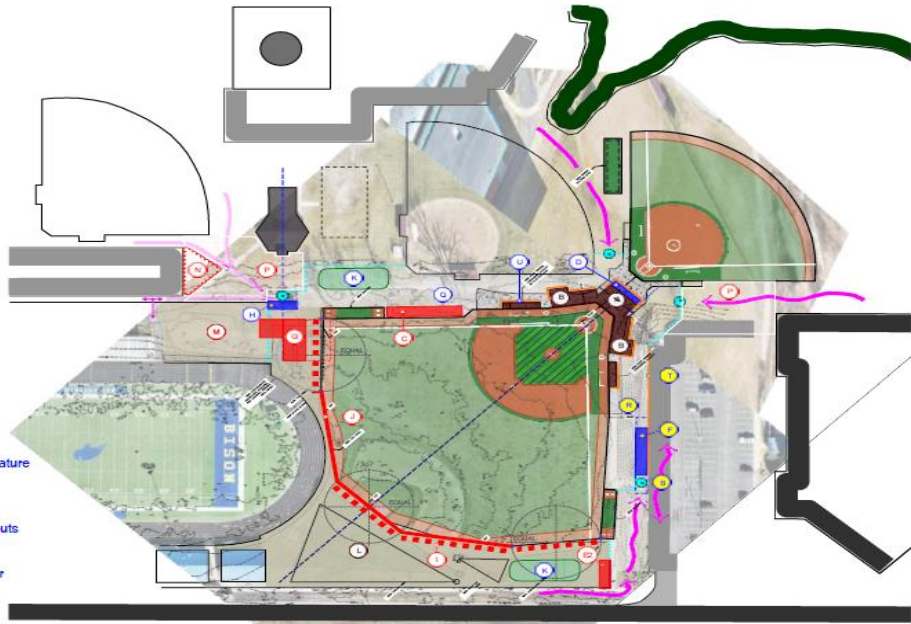
The Facilities circled on this map are those included for use under this Agreement.



Exhibit "B" – Capital Improvements Scope and Site Plan (illustrative, not binding)

NEW BUFFALO AREA SCHOOLS  
**BALLFIELD IMPROVEMENTS**  
 PHASE 0, 1 & 2 - DRAFT

- Ⓐ Center Home Plate Stands
- Ⓜ Flanking Home Plate Stands - (2) units
- Ⓢ 1st Baseline Party Deck
- Ⓟ Pressbox (windows both sides)
- Ⓢ South Shack
- Ⓜ East Ticket Booth  
 . concessions . restrooms
- Ⓢ Right Field Building  
 . 2 levels + roof deck  
 . amenity . concessions . restrooms
- Ⓜ West Ticket Booth  
 . storage . no utilities
- Ⓢ Picnic Tables - (4) sets of (10)
- Ⓢ Center Field Wall Promo
- Ⓢ Berm !
- Ⓢ Open Field . Field Events
- Ⓢ Open Field  
 . Tents . Temporary Structures
- Ⓢ Landscaped Planting Area  
 . point to perimeter sidewalks
- Ⓢ Gate in Demountable Fence
- Ⓢ Landscaped Strolling Lane
- Ⓢ Pervious Walking Surface w/ Amenity
- Ⓢ Pervious Walking Surface w/ Bioswale Feature
- Ⓢ Vehicle Dropoff
- Ⓢ Promo Feature Screenwall
- Ⓢ Promo Feature Panels - Stands and Dugouts
- Existing Fence
- ⋯ Demountable Fence, installed for Summer League Baseball



*Exhibit "C" – List of Capital Improvements*

*Tier 1*

*Lights for Baseball Field - \$356,000*

*Chairbacks and bleachers behind home plate - \$339,000*

*Lights for Softball Field - \$200,000*

*Tier 2*

*Build out of the RF line patio cut out area – Bleachers/Party Patio - \$100,000*

*Bathroom/Concession/Ticket building along 3B line – 1000 sq ft at \$400/sq ft - \$400,000*

*Tiering the dirt viewing mound in LF outfield area - \$25,000*

*Speaker system for public address announcements - \$10,000*

*Trackman – advanced baseball radar data system - \$10,000*


*High graphic video scoreboard - \$300,000*

*Multipurpose building with bathrooms between Football and Baseball RF - \$1 mil+*

*NOTE: All costs described above are estimates and these capital improvements may be completed for more or less than the estimated cost described above.*

Exhibit "D" — Insurance Requirements and Sample Certificate

Lessee agrees to provide Lessor with insurance information outlined in Section 7 (sample COI included below)

<b>ACORD</b>		<b>CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YYYY) 10/02/2025		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.								
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).								
PRODUCER				CONTACT NAME: [REDACTED]				
[REDACTED]				PHONE (A/C, No, Ext): [REDACTED]		FAX (A/C, No): [REDACTED]		
[REDACTED]				E-MAIL ADDRESS: [REDACTED].com				
[REDACTED]				INSURER(S) AFFORDING COVERAGE			NAIC #	
INSURED				INSURER A: [REDACTED]			[REDACTED]	
[REDACTED]				INSURER B: [REDACTED]			[REDACTED]	
[REDACTED]				INSURER C: [REDACTED]			[REDACTED]	
[REDACTED]				INSURER D: [REDACTED]			[REDACTED]	
[REDACTED]				INSURER E: [REDACTED]			[REDACTED]	
[REDACTED]				INSURER F: [REDACTED]			[REDACTED]	
COVERAGES		CERTIFICATE NUMBER: CL2510281111		REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			B971823	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Adj. for Pdct/Completed \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT- (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y	N/A	197005.201	09/01/2025	09/01/2026	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Liquor Liability			LL117638	09/01/2025	09/01/2026	General Aggregate \$1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remark Schedule, may be attached if more space is required)								
CERTIFICATE HOLDER				CANCELLATION				
Evidence of Insurance				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 				

ACORD [REDACTED]

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Exhibit "E" — Sample Game Schedule and Deadlines

# 2026 KALAMAZOO GROWLERS

# SCHEDULE



## MAY

SUN	MON	TUE	WED	THU	FRI	SAT
	TVC @ KZD 1:00 PM	TVC @ KZD 1:00 PM	LAK @ KZD 1:00 PM	LAK @ KZD 1:00 PM	BC @ KZD (1P) 10:00 AM - 1:00 PM	@ BC
@ KZD						

## JUNE

SUN	MON	TUE	WED	THU	FRI	SAT
	@ FND	WR @ KZD 1:00 PM	WR @ KZD 1:00 PM	@ TVC	@ TVC	BC @ KZD 1:00 PM
	@ TVC	@ TVC		FVA @ KZD 1:00 PM	FVA @ KZD 1:00 PM	TVC @ KZD 1:00 PM
TVC @ KZD 1:00 PM	@ WR	@ WR	@ WR	@ WR (2P)	@ WR	BC @ KZD 1:00 PM
WR @ KZD 1:00 PM	FVA @ KZD 1:00 PM	KEN @ KZD 1:00 PM	@ KEN	@ KEN	WR @ KZD 1:00 PM	
@ LAK	@ LAK	@ LAK				

## JULY

SUN	MON	TUE	WED	THU	FRI	SAT
			@ BC	@ TVC	@ TVC	KZD @ KZD 1:00 PM
KZD @ KZD 1:00 PM		ALL STAR GAME	ALL STAR GAME	ALL STAR GAME	TVC @ KZD 1:00 PM	TVC @ KZD 1:00 PM
WR @ KZD 1:00 PM	WR @ KZD 1:00 PM	@ BC	BC @ KZD 1:00 PM	@ KZD	@ KZD	@ TVC
@ TVC		WR @ KZD 1:00 PM	WR @ KZD (2P) 1:00 PM - 1:30 PM	WR @ KZD 1:00 PM	@ KEN	@ KZD
@ BC	@ BC	@ BC	@ BC	WR @ KZD 1:00 PM	WR @ KZD 1:00 PM	

## AUGUST

SUN	MON	TUE	WED	THU	FRI	SAT
						@ BC
@ BC	WR @ KZD 1:00 PM	WR @ KZD 1:00 PM	WR @ KZD 1:00 PM	WR @ KZD 1:00 PM	@ BC	@ BC
PLAYOFFS	PLAYOFFS	PLAYOFFS	PLAYOFFS	PLAYOFFS	PLAYOFFS	PLAYOFFS

HOME    AWAY    OFF    Game dates, times, and opponents are subject to change. Home team is indicated by light blue.

BC   Battle Creek Battle Jacks	FND   Fond du Lac Dock Spiders	KEN   Kalamazoo Growlers	LAK   Lakeshore Chinooks
RFD   Rockford Riverets	RD   Royal Oak Laprechauns	TVC   Traverse City Pit Splitters	WR   Wisconsin Rapids Ratters