

EXHIBIT 1

WADE STADIUM LEASE AGREEMENT BETWEEN THE CITY OF DULUTH, NORTHWOODS LEAGUE, INC. AND RPK BASEBALL, LLC

THIS LEASE AGREEMENT ("Lease Agreement") is by and between the CITY OF DULUTH, a municipal corporation created and existing under the laws of the State of Minnesota ("City"), RPK BASEBALL, LLC, d/b/a Duluth Huskies Baseball Club a limited liability company created and existing under the laws of the State of Minnesota ("RPK"), and NORTHWOODS LEAGUE, INC., a corporation created and existing under the laws of the State of Florida ("League").

WHEREAS, City is the owner of a baseball stadium facility located generally at 34th Avenue West and Second Street in Duluth, St. Louis County, Minnesota, commonly known as "Wade Stadium," which includes a walled baseball field, dugouts, bullpens, parking, and a grandstand that contains public seating and washrooms and ticketing facilities (collectively the "Stadium"). The Stadium is further described and depicted in the attached Exhibit A incorporated by reference into this Lease Agreement; and,

WHEREAS, RPK is an affiliate member of the League and desires to play its home baseball games at the Stadium as an affiliate of the League, as well as for other baseball and approved related events to promote the Duluth Huskies baseball team and League; and

WHEREAS, the City desires to have the Huskies in the City and playing their baseball games at the Stadium subject to the terms and conditions of this Lease Agreement; and,

WHEREAS, under the Northwoods League Affiliation Agreement between RPK and League, the League is a required signatory and party to any facility agreement entered into between the owner of any ballpark facility for use by a League affiliate team; and,

WHEREAS, League desires the ability to continue providing a Northwoods League affiliate team in Duluth in the event that RPK should be unable or unwilling to continue its operations as a Northwoods League Affiliate.

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City does hereby lease the Stadium to RPK and League and RPK and League do take and agree to rent the Stadium from the City under the following terms and conditions:

I. Stadium and Parking Facility Use and Access.

A. Exclusive Use.

1. Field and Grandstand.

On or before January 15th of any year of this Agreement, RPK shall furnish to the Manager of the City's Parks and Recreation Division, or his or her designee, (the "Manager") a schedule for that year's baseball season setting forth the dates of not more than forty-two (42) Northwoods League baseball games to be played by RPK at the Stadium (each a "League Game" or collectively the "League Games"). From four (4) hours before the time scheduled for the commencement of each League Game and until one (1) hour after the end of each game, RPK shall have exclusive use of the playing field and exterior seating areas of the Grandstand of the Stadium for the playing of summer collegiate league baseball (the "Exclusive Playing Field Time"). In the event that RPK needs to schedule additional baseball games or that League requires additional hours of exclusive use, RPK may submit a request for such additional times to the Manager. The Manager may authorize said additional times and negotiate the appropriate fees therefore in the exercise of her or his discretion.

2. Under Grandstand Areas.

Between April 1st and October 31st of each year of the term of this Lease Agreement, RPK shall have exclusive use of all areas under the Stadium's Grandstand, except the "Joint Use Facilities" ("Storage Areas"), and except those areas labeled as "Storage Areas" on Exhibit A. In addition, RPK shall have the exclusive right to use home team locker room from May 15th through September 1st of each year this Lease Agreement is in effect. RPK further agrees that the City shall have the right of access to all areas of the Grandstand, both under the Grandstand and on the outside of said structure, at all times for the purposes of inspection, maintenance and, if necessary, cleaning, and that, during the holding of events by City at the Stadium, the general public shall have access to said Joint Use Facilities and to concession areas under the Grandstand.

3. Office Space.

RPK will have exclusive use of the office space identified on Exhibit A.

4. Special League Events.

In addition to the playing of summer collegiate league baseball, the parties acknowledge that League may wish to organize and stage other entertainment events at the Stadium ("Team Event"). All Team Events are subject to the Manager's written approval and subject to an agreement specifying, among other things, the date or dates of such Team Event, the beginning and ending times of the Team Event, the times during which RPK shall have the exclusive use of Stadium facilities, the responsibility for costs of such events, and the compensation to be paid to City as a result of authorizing Team Event. The City agrees that RPK shall have the right to charge patrons and any other person using the Stadium parking facilities during a Team Event.

B. Non-exclusive Use.

1. In conjunction with others, RPK has the right to non-exclusive use of the public washrooms/toilet facilities, isles, corridors, and public walkways within the Grandstand and the

visiting team locker room. All of the foregoing described facilities are hereinafter referred to as "Joint Use Facilities" and are shown on Exhibit A.

2. RPK shall have the non-exclusive right to use the playing field surfaces for baseball practice from May 15th of each year of this Lease through September 5th of such year, provided that the times of such practices shall be subject to the prior approval of the Manager. After the start of the regular season, RPK may request additional practice time, which requests the Manager may grant at his or her discretion.

C. Parking.

1. On days when RPK is playing baseball at the Stadium, City agrees that patrons of said games will be allowed to park in the public parking facility adjacent to the Stadium; provided, however, City retains control of such parking area and reserves the right to charge patrons and any other person using the Stadium parking facilities for the privilege of parking. Notwithstanding the foregoing, City agrees that it will not charge patrons of Northwoods League baseball games without the consent of RPK. City agrees that employees and officers of RPK and League may use said facility at no cost when on business related to RPK and/or League.

2. In addition, should RPK wish to use the Stadium parking facility for holding "tailgate" type picnic events, RPK shall secure a permit from the Manager.

D. City Access.

1. RPK and League shall permit the City, and its designees, to access and inspect the Stadium at any time. RPK and League shall not change the locks or otherwise prohibit or inhibit City access to any portion of the Stadium.

2. City shall have full rights to use the playing field, Grandstand seating, washroom areas and any other areas of the Stadium not leased to RPK/League for their exclusive use and access as described herein.

II. Term.

Notwithstanding the date of execution of this Lease Agreement, this Lease Agreement shall be deemed to commence on April 1, 2016 and expire on December 31, 2020, unless otherwise earlier terminated as provided for herein.

III. Termination.

A. Without Cause. City, League, or RPK may terminate this Lease Agreement without cause by providing at least one-hundred eighty (180) calendar days' written notice to all other parties. Notwithstanding the foregoing, the parties agree that this Lease Agreement may not be terminated without cause during the months of April through October without the mutual agreement of both all parties.

B. Generally. Under the terms and conditions for ownership and operation of a Northwoods League affiliate baseball club contained in the Northwoods League Affiliation Agreement between League and RPK, League is a required signatory and party to this Lease Agreement should RPK be unable or unwilling to continue its operations, including its obligations under this Lease Agreement, at which time League may, at its option, assume the entire obligations contained in this Lease Agreement in order to maintain the integrity and scheduled games of the Duluth market. The following termination provisions require the City to simultaneously notify RPK and League regarding termination.

C. For Cause. City may terminate this Lease Agreement for the material breach by League or RPK of any provision of this Lease Agreement, including its Exhibits, upon the occurrence of the following events:

1. City has delivered a written notice to RPK and League identifying the breach and necessary actions to remedy the breach;

2. Within seven (7) calendar days' of the delivery of said notice of breach to RPK and fourteen (14) calendar days' notice of breach to League (the period shall commence upon receipt of the notice by both parties and may be a longer period as specified in the notice), if such breach is not cured to the reasonable satisfaction of City .

D. Immediately By City. City may terminate this Lease Agreement immediately on notice to RPK and League if City believes in good faith that the health, welfare, or safety of Stadium, occupants, or neighbors would be placed in immediate jeopardy by the continuation League's or RPK's operations.

E. Surrender Possession. Upon termination of this Lease Agreement, RPK and League agree to surrender possession of Stadium to City in as good condition and state of repair as said Stadium were in at the time League and/or RPK took possession, acts of God excepted.

IV. Rental Fees.

A. Definition of Game. The throwing of the first official pitch for each Northwoods League baseball contest shall constitute a Game within the meaning of this Lease Agreement. A rainout shall not constitute a Game for purposes of rent. Completion of a suspended Game on a later date during the Northwoods League season shall not constitute a Game for purposes of Rent.

B. In year 2016 of this Lease Agreement, the League and RPK jointly and severally agree to pay City a rental fee of Four Hundred Twenty-five and no/100ths dollars (\$425.00) per Game. It is estimated that the League and/or RPK will play thirty-six (36) Games per season for a total Rental Fee of Fifteen Thousand Three Hundred and no/100ths dollars (\$15,300.00) for the first year of this Lease Agreement (for each annual period hereafter "Rental Fee"). League and RPK jointly or severally shall make monthly payments of \$1,700.00 beginning on or before the

1st day of each month beginning April 1st through December 1st of each year of this Lease Agreement.

C. In year 2017 of this Lease Agreement, League and RPK jointly and severally agree to pay City a Rental Fee of Four Hundred Thirty-eight and no/100ths dollars (\$438.00) per Game. It is estimated that the League and/or RPK will play thirty-six (36) Games per season for a total Rental Fee of Fifteen Thousand Seven Hundred Sixty-eight and no/100ths dollars (\$15,768.00) for the second year of this Lease Agreement. League and RPK jointly or severally shall make monthly payments of \$1,752.00 beginning on or before the 1st day of each month beginning April 1st through December 1st of each year of this Lease Agreement.

D. In year 2018 of this Lease Agreement, League and RPK jointly and severally agree to pay City a Rental Fee of Four Hundred Fifty-one and no/100ths Dollars (\$451.00) per Game. It is estimated that League or RPK will play thirty-six (36) Games per season for a total Rental Fee of Sixteen Thousand Two Hundred Thirty-six and no/100ths (\$16,236.00) for the third year of this Lease Agreement. League and RPK jointly or severally shall make monthly payments of \$1,804 beginning on or before the 1st day of each month beginning April 1st through December 1st of each year of this Lease Agreement.

E. In year 2019 of this Lease Agreement, League and RPK jointly and severally agree to pay City a Rental Fee of Four Hundred Sixty-five and no/100th dollars (\$465.00) per Game. It is estimated that RPK will play thirty-six (36) Games per season for a total Rental Fee of Sixteen Thousand Seven Hundred Forty and no/100th dollars (\$16,740.00) for the fourth year of this Lease Agreement (the "Rental Fee"). RPK shall make monthly payments of \$1,860.00 beginning on or before the 1st day of each month beginning April 1st through December 1st of each year of this Lease Agreement.

F. In year 2020 of this Lease Agreement, League and RPK jointly and severally agree to pay City a Rental Fee of Four Hundred Seventy-nine and no/100th dollars (\$479.00) per Game. It is estimated that RPK will play thirty-six (36) Games per season for a total Rental Fee of Seventeen Thousand Two Hundred Forty-four and no/100th dollars (\$17,244.00) for the fifth year of this Lease Agreement. RPK shall make monthly payments of \$1,916.00 beginning on or before the 1st day of each month beginning April 1st through December 1st of each year of this Lease Agreement.

G. Rental Fee payments shall be deposited in City's Special Leagues Fund 210-030-3190-4625-04 or such successor fund designated by City's Auditor. Such rental payments shall be without right of set-off or any other reduction for any reason whatsoever: At the conclusion of each season, the Rental Fee paid will be reconciled against the actual games played and any extra games played (i.e. playoffs) or games canceled due to weather will be billed or credited at such time. League and RPK jointly and severally agree to pay interest at a rate of interest at a rate of 1.5% per month (18% per annum) (not to exceed the maximum amount allowed by law), on all past due balances due to the City. League and RPK jointly and severally agree to pay any collection costs, including but not limited to court costs, collection fees, and attorneys' fees.

V. Discretionary Alterations and Capital Improvements.

A. RPK may, at its sole expense, make suitable improvements or alterations to the Stadium upon advance written approval from the City's Property and Facilities Manager. All such improvements shall become the property of the City. Prior to commencing any improvements or alterations, RPK shall submit to the City a Project Proposal Request along with detailed plans. A copy of the Project Proposal Request is attached to this Agreement as Exhibit B. These documents shall be submitted to the City at least forty-five (45) days before the planned commencement of the work. No work may begin on any approved project until all necessary building permits are secured. All construction shall conform to state law and the Duluth City Code. Not less than thirty (30) days prior to commencement of any construction, alteration, or improvement on said Stadium, RPK will provide the City with sufficient proof of required insurance, including worker's compensation. Such proof of insurance must be approved by the City Attorney before the commencement of any construction hereunder.

B. Capital Improvements.

1. During the Term of this Lease Agreement, RPK, or its assigns, shall provide Twenty-five Thousand and no/100ths dollars (\$25,000.00) in capital improvements in actual expenditures for improvements to the Stadium that benefit all Stadium users.

2. RPK shall carry out the provisions of this Section by depositing Five Thousand and no/100ths dollars (\$5,000) annually to the City in each year of this agreement no later than December 1 of each calendar year ("Annual Contribution"). Said Annual Contribution shall be deposited into the City's Special Leagues Fund 210-030-3190-4625-04 and specifically earmarked for improvements at the Stadium.

3. The Annual Contribution does not have to be used in the calendar year that it was paid. The Annual Contribution may rollover into the following year(s) until such time that the City and RPK jointly agree on a capital improvement project to the Stadium that benefits all Stadium users.

4. All improvements made to the Stadium per this Lease Agreement shall be properly permitted and built to the specifications of the applicable building and safety codes. Not less than thirty (30) days prior to implementing any Stadium improvement project, League or RPK will submit documents to the City showing the value of the proposed improvements to the Stadium, along with sufficient proof of required insurance, including worker's compensation. City has sole discretion regarding cost calculation and approval of capital improvements.

VI. Concessions.

A. Generally.

1. League and RPK shall have the sole and exclusive right to provide concessions at the Stadium and adjacent parking lots from April 1st through October 31st in any year of this

Agreement. Except as hereinafter provided for herein, no person shall be permitted to bring novelty items into Stadium for sale or for their own use without the consent of RPK.

2. League and RPK jointly and severally agree to provide concession services in the Stadium for non-League events when the anticipated number of spectators is expected to be fifty (50) or greater. League or RPK shall not be required to, but may choose to, provide concession services if the anticipated number of spectators is less than fifty (50).

3. League and RPK shall be entitled to retain all revenues generated at the Stadium from concession services.

4. League and RPK may either provide such services through employees of RPK or may subcontract with a concessionaire knowledgeable and able to provide such services. Provided, however, in the event of such subcontract, the identity of such subcontractor and the contents of the subcontract shall be subject to the approval of the Manager, which approval shall not be unreasonably withheld. In either event, League, RPK or their subcontractor/affiliate may sell all items of food and beverage normally sold at professional baseball parks and in addition may sell souvenirs and memorabilia of RPK, League, the Stadium, or of the City. Items displaying the City's trademarked logo shall be the subject to the written approval of City.

5. All items of food and beverage must be sold in paper containers, wrappers, or reusable or recyclable plastic beverage containers, unless approved in writing by the Manager. No items contained in metal, glass, or Styrofoam may be sold without the prior written approval of Manager.

B. Alcoholic Beverage License.

Upon the request of RPK or its authorized subcontractor or affiliate, City agrees, to issue an on-sale intoxicating liquor (beer and/or wine) license to RPK for use by it or its subcontractor or its designated affiliate in conjunction with its concession operation, subject to RPK's or subcontractor's/affiliate's compliance with the applicable license requirements. Provided, however, that RPK hereby agrees that it will at all times maintain in full force and effect a "dram shop" insurance policy meeting the requirements of the State of Minnesota for an on-sale intoxicating liquor licensee, written by a company licensed to do business in the State of Minnesota, and shall name the City as an additional insured. RPK is responsible for any applicable fees associated with the on-sale intoxicating liquor (beer and/or wine) license issued to RPK.

C. Vending Machines.

RPK shall have the right to install and operate, or have installed and operated on its behalf, vending machines at any location under its control pursuant to this Agreement in the Stadium and to collect and retain the income from such sales. LeRPK shall be obligated to keep all such vending machines in a fully stocked, maintained, and operational and available for patronage by the general public at all times when RPK has the right to provide concessions at the Stadium pursuant to Section V.A. above on such dates and during such hours when the Manager

has provided notice to RPK and League of its intent to have City events taking place at the Stadium.

VII. Revenues – Gate, Advertising, and Media.

A. Gate Revenues.

League and/or RPK shall have the right to one hundred percent (100%) of the gate sales for League and/or RPK Games at the Stadium.

B. Advertising Revenues.

RPK shall be entitled to all revenues generated by the sale of advertising on the inside of the walls of Stadium and the interior of the areas shown on Exhibit A during any year of this Lease Agreement. Approval of the number, size, content, and location of signs displayed on Stadium walls other than outfield walls and in the area shown on Exhibit A by the Manager shall be required, which approval shall not be unreasonably withheld. Provided, however, nothing herein shall be deemed to prevent City from displaying, in the interior area shown on Exhibit A, plaques, signs or other forms of displays, announcing public events or expressing appreciation to public or private entities making contributions to City for improvements to the Stadium or other public improvements, which plaques, signs or other forms of displays shall contain not “commercial advertising.”

C. Media.

League shall have the right to control all broadcast rights to League baseball games played by it at the Stadium and shall have the right to retain all of any income derived by it as a result of said broadcasts.

D. Scoreboard and Sound System.

1. Existing Scoreboard and Sound System.

League and RPK shall have the right to use the existing electronic scoreboard and sound system for all League games. City shall have the right to use said scoreboard and sound system for all other events. The parties agree to share equally the costs of repairing and maintaining said existing scoreboard and sound system. Either party may contract for necessary repair and maintenance services and, upon completion of such repair or maintenance, shall send an explanation/ justification of the repairs or maintenance done and a copy of the invoice for such repairs or maintenance to the other party who shall reimburse the party authorizing the repair or maintenance for one-half the cost. Notwithstanding the foregoing, if the need for any repairs or maintenance arises out of the negligent or intentional acts of either party or persons using said scoreboard or sound system or both, the party whose use gave rise to the need for such maintenance or repair shall bear the entire cost of such repair or maintenance.

2. All use of the scoreboard must be in compliance with all codes, laws, and regulations governing such activities.

VIII. Maintenance and Utilities.

A. Maintenance by League and RPK.

1. League and RPK shall jointly and severally be responsible for providing all maintenance, including the cost of labor, for the maintenance of the areas shown on Exhibit A, including the public washroom/toilet facilities except as provided for in Subparagraph B below.

Furthermore, City agrees that League and RPK shall be entitled to seek and receive advice and direction from knowledgeable employees of City's Parks Maintenance and Parks and Recreation Divisions otherwise present at the Stadium or the adjacent Wheeler Field facility in performing maintenance services, but only to the extent that such assistance does not materially detract from their performance of the responsibilities to the City. League and RPK shall jointly and severally further be responsible for picking up all trash and debris in the Stadium, including but not limited to the Grandstand areas, after each baseball game played by it at the Stadium and to otherwise perform all cleaning and maintenance to make said areas suitable for the holding of City events. All such clean-up work shall be completed by League or RPK on each day following the night of any League baseball game at the Stadium.

2. League and RPK agrees to comply with the City's guidelines relating to recycling, energy efficiency and maintenance of the Stadium. A copy of the guidelines will be provided to RPK and League upon execution of this Lease Agreement.

B. Maintenance by City.

1. City agrees that it shall have performed, or cause to be performed, cleanup work and field maintenance necessary to have the field and Grandstand in suitable conditions for the playing of summer collegiate league baseball at the time of the scheduled League Game and will require that any event occurring on the date of a scheduled League or RPK Game or exhibition game shall be concluded not less than four (4) hours prior to the scheduled commencement of the RPK or League Game.

2. City shall be responsible for all maintenance of the Stadium not required of League or RPK as described herein, but not limited to, structural maintenance of the Grandstand and keeping the playing field in a "playable" condition for the playing of League baseball. The City shall also be responsible for providing all cleaning and paper product supplies for the Stadium's restrooms.

C. Utilities.

From and after the effective date of this Lease Agreement, City shall be responsible for paying for the cost of all utilities, except for telephone and/or internet services for the use of League, RPK, its officers, agents, affiliates, and employees used at the Stadium during the term

of this Lease Agreement. League and RPK shall use best efforts to avoid wasteful use of the utilities provided by City.

D. Vacation of Premises.

No later than October 31st of each year of this Agreement, League and RPK shall cease all use of and occupancy of the Stadium until April 1st of the following year except for the League and/or RPK's use of its designated office space, which is used by League and/or RPK throughout the year. As of that date, League and RPK shall have removed all personal property owned or used by League and/or RPK or any persons using Stadium on behalf of League and/or RPK and shall have completed performance of all of its cleaning and maintenance responsibilities.

Personal property of League and/or RPK remaining on Stadium premises after that date shall be deemed to have been abandoned and City shall have the right, but not the obligation, to use or dispose of such property. Notwithstanding the foregoing, League and RPK may at their option and sole risk, store and allow to remain in the Stadium concession equipment permanently or temporarily installed in the Stadium for as long as this Lease Agreement remains in force and effect; provided that City shall not, at any time, be responsible for the protection or preservation of such equipment. League and/or RPK shall be responsible to provide any insurance that League and/or RPK determines is necessary to protect its interests in and to the equipment. Any equipment remaining in the Stadium after the termination of this Lease Agreement shall be deemed to have been abandoned and City shall have the right, but not the obligation, to use or dispose of such equipment as it deems necessary.

IX. Reporting.

RPK and League agree to comply with reporting requirements under Minn. Stat. § 16C.05, subd. 5 related to the operation of the Stadium.

X. Liability Insurance.

A. During the Term of this Lease Agreement, League or RPK shall procure and maintain continuously in force Public Liability Insurance written on an "occurrence" basis under a Comprehensive General Liability Form in limits of not less than One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars aggregate per occurrence for personal bodily injury and death, and limits of One Million Five Hundred Thousand and No/100s (\$1,500,000.00) Dollars for leased premises damage liability. If person limits are specified, they shall be for not less than One Million Five Hundred Thousand and No/100ths (\$1,500,000.00) Dollars per person and be for the same coverages. The City shall be named as an additional insured. Insurance shall cover:

1. Public liability, including premises and operations coverage;
2. Independent contractors--protective contingent liability;
3. Personal injury;

4. Owned, non-owned and hired vehicles;
5. Contractual liability covering the indemnity obligations set forth herein; and
6. Dram Shop Insurance, if applicable.

B. Workers' Compensation.

Workers' Compensation Coverage in statutory amounts with "all states" endorsement. Employees liability insurance shall be carried in limits of One Hundred Thousand and No/100 (\$100,000.00) Dollars per employee.

C. Requirements for All Insurance.

All insurance required shall be taken out and maintained in responsible insurance companies organized under the laws of the states of the United States and licensed to do business in the State of Minnesota.

D. Certifications.

The City does not represent or guarantee that these types or limits of coverage are adequate to protect League and RPK's interests and liabilities. League and/or RPK shall provide a Certificate of Insurance evidencing such coverage with 30-days' notice of cancellation, non-renewal or material change provisions included and shall further provide that failure to give such notice to City will render any such change or changes in said policy or coverages ineffective as against the City. The use of an "Accord" form as a certificate of insurance shall be accompanied by two forms: (1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and (2) Notice of Cancellation Endorsement (IL 7002), or equivalent, as approved by the Duluth City Attorney's Office.

E. Mutual Hold Harmless and Indemnification.

1. League and RPK hereby agrees to indemnify, save harmless, and defend the City and its officers, agents, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of the City or League, and including any and all damages to property to whomsoever belonging, including property owned by, leased to, or in the care, custody, and control of League and RPK arising out of or related to negligent acts by RPK, League, their officers, employees, or agents associated with the use, management, maintenance or operation of the Stadium by League and/or RPK or performance of their obligations under this Lease Agreement.

2. City hereby agrees to indemnify, save harmless, and defend RPK and League and their respective owners, officers, agents, affiliates, servants, and employees from and against any and all claims, suits, loss, judgments, costs, damage, and expenses asserted by any person by reason of injury to or death of any and all persons, including employees or agents of RPK or League, and including any and all damages to property to whomsoever belonging, including

property owned by, leased to, or in the care, custody, and control of RPK arising out of, related to or associated with negligent acts of the City, its employees, agents and servants.

3. League and RPK will indemnify the City for any damage to any City property at Stadium solely caused by League, RPK, their agents, volunteers, employees, and invitees.

XI. Assignment and Assumption.

A. Assignment. RPK agrees that it will not allow this Lease Agreement or any of the rights or obligations of RPK thereunder, except as provided for herein, to be transferred or assigned in any manner whatsoever, including but not limited to by law or novation, to any third party without the prior written consent of City and League, which consent shall not be unreasonably withheld. For the purposes of this Lease Agreement, a sale, transfer or assignment of a majority of the voting stock in RPK shall constitute an assignment.

B. Sale of Affiliate. Notwithstanding the provisions of Subparagraph A above, if, during the term of this Lease Agreement, if either the League or RPK sells the affiliate baseball club to play League baseball in the City of Duluth to a private owner who will own said affiliate baseball club and operate the League team in Duluth (the "Owner"), then, as part of the purchase of said affiliate baseball club by any such Owner, RPK and League agrees that they will require any such Owner to agree to be bound by all of the terms and conditions of this Lease Agreement, to agree that the City shall be an intended third-party beneficiary of said commitment and to agree that the City shall be entitled to enforce all of the terms and conditions of this Lease Agreement directly against Owner; provided that nothing herein shall, in any way, relieve RPK of any of its obligations to City under this Agreement. Upon the approval of any such sale, RPK agrees to provide the City with the name and address of the person to whom all notices under this Lease Agreement are to be sent as provided for in section XV below and shall require in its agreement with such Owner that such Owner keep City currently informed as to the current identity and address of such notice recipient.

XII. Incident Reports.

RPK shall promptly notify the Manager in writing of any incident of injury to any person or loss or damage to property occurring on or within the Stadium during the Term of this Lease Agreement. Such written report shall be in a form acceptable to the City's Claims Investigator and Adjuster. A copy of the City's form of Incident Report is attached hereto as Exhibit C.

XIII. Independent Relationship.

A. Nothing contained in this Lease Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting RPK and/or League as agents, representatives or employees of the City for any purpose or in any manner whatsoever. The parties do not intend by this Lease Agreement to create a joint venture or joint enterprise, and expressly waive any right to claim such status in

any dispute arising out of this Lease Agreement.

B. Neither RPK's nor League's employees shall not be considered employees of the City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of RPK and/or League while so engaged and any and all claims whatsoever on behalf of RPK arising out of employment or alleged employment, including without limitation, claims of discrimination against the City, or its officers, agents, contractors or employees shall in no way be the responsibility of the City. Neither RPK nor League and respective officers, agents and employees shall be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers Compensation, Unemployment Insurance, disability pay or severance pay.

XIV. Records Retention.

RPK agrees to maintain all Stadium records during this Agreement and for six (6) years after Lease Agreement termination or expiration.

XV. Government Data Practices Act.

RPK and League shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the City under this Lease Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by RPK and League under this Agreement. The civil remedies of Minnesota Statutes Section 13.08 apply to the release of the data referred to in this clause by RPK and League. If either RPK or League receives a request to release the data referred to in this clause, RPK or League must immediately notify the City and consult with the City as to how RPK and/or League should respond to the request. RPK and League agree to hold the City, its officers, and employees harmless from any claims resulting from the RPK's and/or League's unlawful disclosure or use of data protected under state and federal laws.

XVI. Obey All Laws.

All parties hereto agree that they will obey all laws, rules, and regulations and ordinances promulgated by the Government of the United States, the State of Minnesota and the City of Duluth pertinent to the exercise of their rights and obligations under this Lease Agreement, including, without limitation, all obligations not to discriminate against persons by virtue of their race, creed, color, national origin, religion, sex, age, or state of disability.

XVII. Notices.

Notices to be given by the parties hereto shall be deemed to be adequately given if mailed to said parties, postage prepaid, at the addresses set forth below, for said parties, or such other addresses as the parties may from time to time request in writing to the other party:

City of Duluth
Attn: Manager – Parks and Recreation
411 W. First Street, Ground Floor
Duluth, Minnesota 55802
(218) 730-4300

Gary Hoover, President
Northwoods League
2900 4th Street NW
Rochester, Minnesota 55902
(507) 536-4579
gary@northwoodsleague.com

Michael Rosenzweig, President
RPK Baseball, LLC
(d/b/a Duluth Huskies Baseball Club)
101 N 35th Ave. W
Duluth, MN 55807
(218) 343-5953
huskies@duluthhuskies.com

XVIII. Third Party Beneficiaries.

No provision of this Lease Agreement shall inure to the benefit of any third person so as to constitute any such person as a third-party beneficiary of this Lease Agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

XIX. Immunity.

Nothing in this Lease Agreement is intended to or should be construed as a waiver by the City of any immunities, defenses or other limitations on liability to which the City is entitled by law, including, but not limited to, the liability of limits under Minnesota Statutes Chapter 466.

XX. Severability.

The parties agree that if any term or provision of this Lease Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, then the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Lease Agreement did not contain the particular term or provision held to be invalid.

XXI. Applicable Laws.

This Lease Agreement, together with all of its covenants, terms and conditions, is made in the State of Minnesota and is to be interpreted in accordance with the laws of the State of Minnesota.

XXII. Final Agreement.

This Lease Agreement shall supersede all prior negotiations, understandings, or agreement and is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon. There are no representations, warranties or stipulations, either oral or written, not herein contained. This Lease Agreement may be amended only by a written instrument signed by all parties.

XXIII. General Provisions.

A. Prior to execution of this Lease Agreement by the City, RPK shall provide evidence that it is a legal entity legally capable of entering into obligations of a contract and currently in good standing with the Minnesota Secretary of State. City officials are granted the authority to refuse to execute this Lease Agreement upon default by RPK of the requirements of this paragraph.

B. The parties represent to each other that the execution of this Agreement has been duly and fully authorized by their governing bodies or boards, that the officers of the parties who executed this Lease Agreement on their behalf are fully authorized to do so, and that this Lease Agreement when thus executed by said officers of said parties on their behalf will constitute and be the binding obligation and agreement of the parties in accordance with the terms and conditions hereof.

C. Non-waiver. The waiver by City of any default or breach of the terms and conditions of this Agreement on any occasion shall not be continuing waiver of said default or breach.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first shown below.

CITY OF DULUTH

RPK BASEBALL, LLC
d/b/a/ The Duluth Huskies Baseball Club

By: _____
Mayor

By: _____

Its: President

Attest: _____
City Clerk

Printed Name: _____

Dated: _____

NORTHWOODS LEAGUE, INC.

Countersigned:

By: _____

City Auditor

Its: President

Printed Name: _____

Approved as to form:

City Attorney

EXHIBIT A

WADE STADIUM
DULUTH, MN

- KEY
- A - Advertising Space
 - B - Playing Field
 - C - Stadium Grandstand
 - D - Joint Use Facilities
 - E - Storage Area
 - F - Huskie's Office Space
 - G - Locker Rooms
 - H - Concession Area

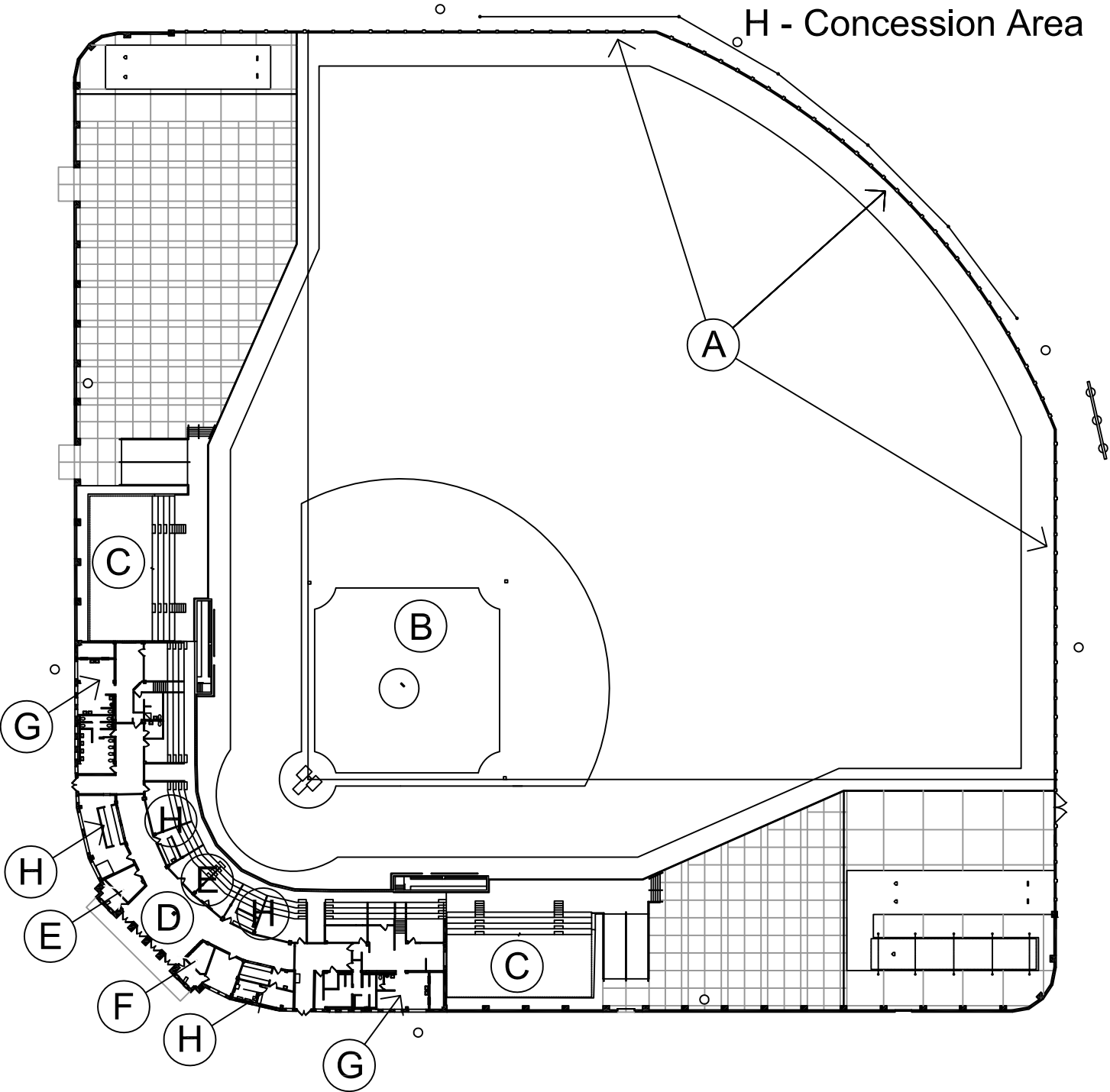




EXHIBIT B

Public Administration Department Parks and Recreation Division

City Hall - Ground Floor • 411 West First Street • Duluth, Minnesota • 55802
218-730-4300 • www.duluthmn.gov/parks/index.cfm



October 20, 2015

Dear Community Partner:

Thank you for your interest in proposing an improvement project for City property. We recognize that working closely with the community is an important way we can fulfill our responsibility to develop long-term strategies, plans and improvements that benefit the greatest number of constituents possible and effectively use limited resources.

Each year there are numerous requests for projects on City property. To respond to requests, the City has developed a system that will result in better communications, tracking and processing of project proposals. It establishes Property and Facilities Management as the City entity that will: 1) accept and review all submitted Project Proposal Forms; 2) direct proposals to appropriate City staff; and, 3) facilitate the process to project completion. At any point in the process, Property and Facilities Management can be contacted to respond to questions or concerns.

The intent of this process is to expedite the decision making process, clarify the approval process, reduce confusion and miscommunication, and provide a central point of contact to respond to questions and concerns.

In past years, this process has seen a number of projects completed for the betterment of our community, including installation of park benches, playfield renovations and community beautification projects. Proposals may be submitted by individuals and community organizations, as well as City staff.

Please note that acquiring funds for a project through CDBG, a DNR grant, fundraising, donations or other means does not guarantee project acceptability. Any project on City property must also receive recommendation and approval by the appropriate City officials. It is strongly recommended that City approval should occur in advance of, or at least concurrent with, pursuing funding.

If you have any questions, please contact Tari Rayala at 218-730-4434.

Sincerely,

Erik Birkeland
Property & Facilities Manager
City of Duluth
1532 West Michigan Street
Duluth, MN 55806



EXHIBIT B CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



Use this form to propose a City of Duluth improvement project. This form is to be used by external community groups, organizations and individuals, as well as internally generated requests.

APPLICANT CONTACT INFORMATION

Date of Application:

Name:

Organization:

Address:

City/State/Zip:

Neighborhood:

Email:

Primary Phone:

Secondary Phone:

PROJECT PROPOSAL

Use additional sheets if more space is needed.

PROJECT LOCATION

Describe as best as possible the location of the proposed project. Give the address, name of street, neighborhood, intersection, GPS coordinates, etc. If the project is City-wide, please state "City-wide."

PROJECT DESCRIPTION

*Describe the proposed project in as much detail as possible. Why is the project needed and necessary? What do you propose doing? Maps, sketches, diagrams, and/or schematic drawings are required so that the committee has a better understanding of your project. These may include location, sizes, wording, colors, etc. **Please attach any additional information about this project.***

Attached

Not Applicable

PROJECT JUSTIFICATION

Describe the benefit of the proposed project. Is it a safety issue? Will it provide cost savings to the City? Is it a functional improvement? Does it provide aesthetic benefit to the City?



EXHIBIT B CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



PROJECT COST

Describe the approximate cost to complete the project. This can be a "guesstimate." This is only considered to be a rough guideline.

POTENTIAL SOURCE OF FUNDING

Describe potential funding sources for the project.

NEIGHBOR SUPPORT

Does this project have the support of neighbors living nearby?

Yes No Uncertain Not Applicable

Comments:

ENERGY USE

Will this project change the use of any energy type listed below?

Yes No Uncertain Not Applicable

If yes, check all energy types where use is expected to change.

ELECTRICITY (kWh) GAS (Therms) OIL (gallons) STEAM (Pounds) WATER and SEWER (CCF)

ADDITIONAL CONSIDERATIONS

The City of Duluth considers our long-term strategies, Master Plans, Accessibility Plan and Capital Improvement list, as well as legal requirements, in evaluating proposals. Please review the considerations below and add any comments you have.

CONSIDERATION (A): Project is compatible with Park Master Plan, systems plans, Strategic Plans, etc.

COMMENT (A):

CONSIDERATION (B): Project is compliant with ADA Accessibility Plans.

COMMENT (B):



EXHIBIT B CITY OF DULUTH - PROJECT PROPOSAL REQUEST FORM



CONSIDERATION (C): Project is compatible with surrounding and adjoining uses.

COMMENT (C):

CONSIDERATION (D): Project will meet standards for materials and construction practices.

COMMENT (D):

CONSIDERATION (E): Project complies with zoning code and land uses.

COMMENT (E):

CONSIDERATION (F): Project does or does not require a permit.

COMMENT (F):

CONSIDERATION (G): Increases cost to maintain or operate. *(Note: If this is the case, and the project is approved, it may need to be incorporated into the Capital Improvement Plan and be approved by City Council.)*

COMMENT (G):

SUBMIT COMPLETED FORMS to:

**TARI RAYALA
CITY OF DULUTH - ARCHITECT
PROPERTY & FACILITIES MANAGEMENT
1532 W MICHIGAN STREET
DULUTH, MN 55806
TRAYALA@DULUTHMN.GOV
(218) 730-4434**



EXHIBIT B

CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/addt'l information)





EXHIBIT B

CITY OF DULUTH – PROJECT PROPOSAL REQUEST FORM (cont'd/addt'l information)



EXHIBIT C

City of Duluth Incident/Injury Report

Supervisor to complete within 24 hours of incident/injury. If injury required treatment by a medical provider, attach medical documentation. Completed forms should be emailed to accidentreporting@duluthmn.gov.

Date of incident/injury:	<input type="checkbox"/> Employee <input type="checkbox"/> Non-Employee	Department/Division:
Choose one that best describes this claim: <input type="checkbox"/> Incident only, no medical care <input type="checkbox"/> Medical only, no lost time <input type="checkbox"/> Injury includes lost time		
Initial treatment sought: <input type="checkbox"/> Hospital ER <input type="checkbox"/> Clinic <input type="checkbox"/> Refused to see MD / None	Doctor/clinic name, address, phone number:	

Last name:	First name:	MI:	SSN:
Address:			
City:	State:	Zip code:	Phone:
Date of hire:	Occupation:		Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female

Did injury occur on employer's premises? <input type="checkbox"/> Yes <input type="checkbox"/> No	Name and address of the place of the occurrence:
Time employee began work: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Time of injury: _____ <input type="checkbox"/> a.m. <input type="checkbox"/> p.m. Date employer notified of injury: _____ Date employer notified of lost time: _____ First date of any lost time: _____ Return to work date: _____ RTW with restrictions: <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	
Describe the nature of the illness or injury. Be specific. Include body parts affected.	
Describe the activities when injury occurred with details of how it happened.	
What tools, equipment, machines, objects and/or substances were involved?	

Incident investigation conducted: <input type="checkbox"/> Yes <input type="checkbox"/> No	Date supervisor notified: _____	Date report completed: _____
Supervisor name: _____		Supervisor phone number: _____
Names and phone numbers of witnesses:		
Incident was a result of: <input type="checkbox"/> safety violation <input type="checkbox"/> machine malfunction <input type="checkbox"/> product defect <input type="checkbox"/> motor vehicle accident <input type="checkbox"/> N/A		
Supervisor comments:		
What actions have been taken to prevent recurrence?		

City of Duluth Incident/Injury Report

CAUSE

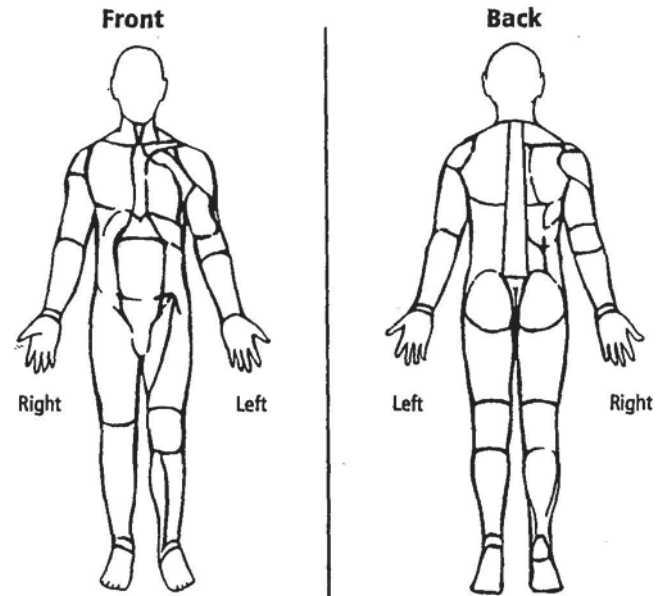
- ☐ Slip and fall
- ☐ Struck by equipment
- ☐ Lifting or moving
- ☐ Caught (in, on, or between)
- ☐ Needle puncture
- ☐ Object in eye (☐ Right ☐ Left)
- ☐ Repetitive/overuse
- ☐ Other (specify): _____

TYPE OF INJURY

- ☐ Scrape/bruise
- ☐ Sprain/strain
- ☐ Puncture wound
- ☐ Cut/laceration
- ☐ Concussion
- ☐ Bite
- ☐ Chemical burn/rash/breathing difficulties
- ☐ No apparent injury
- ☐ Other (specify): _____

MARK AREAS OF INJURY BELOW:

Areas can be marked by typing an "X" in the text box wherever needed.



COMPLETE FOR VEHICLE, EQUIPMENT, OR PROPERTY DAMAGE

For vehicle accidents: Attach sketch and additional information of how vehicle accident occurred.
Include street names, direction of travel, locations of vehicles, objects and traffic control devices (↑ North)

Incident Location: _____ Time of incident: _____ ☐ a.m. ☐ p.m.

Police called: ☐ Yes ☐ No Police Traffic Accident Report ICR #: _____

City vehicle, property, or equipment involved	Description:		
	Vehicle #:	Make/Model:	Year:
	Describe damage:		

Non-city vehicle, property, or equipment involved	Owner full name:		<input type="checkbox"/> Driver <input type="checkbox"/> Passenger <input type="checkbox"/> Other
	Owner address:		
	Owner phone number:	Vehicle license #:	
	Make/Model:	Color:	Year:
	Describe damage:		

Weather conditions: <input type="checkbox"/> Clear <input type="checkbox"/> Wind <input type="checkbox"/> Rain <input type="checkbox"/> Cloudy <input type="checkbox"/> Fog <input type="checkbox"/> Sleet <input type="checkbox"/> Snow	Roadway conditions: <input type="checkbox"/> Dry <input type="checkbox"/> Mud <input type="checkbox"/> Wet <input type="checkbox"/> Paved <input type="checkbox"/> Snow <input type="checkbox"/> Unpaved <input type="checkbox"/> Ice	Light conditions: <input type="checkbox"/> Night <input type="checkbox"/> Day <input type="checkbox"/> Good <input type="checkbox"/> Poor	Approximate temperature: _____ °F Estimated speed: _____ mph Vehicle: <input type="checkbox"/> Loaded <input type="checkbox"/> Empty What was load: _____ Drug and/or alcohol test? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
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The Incident/Injury Form should be printed and signed by supervisor and employee. Completed forms can be scanned to accidentreporting@duluthmn.gov.

Supervisor Signature: _____

Date: _____

Employee Signature: _____

Date: _____