

LEGENDS HOSPITALITY SPECIAL EVENTS AGREEMENT

Legends Hospitality, LLC, a Delaware limited liability company with its principal place of business located at 61 Broadway, Suite 2400, New York, NY 10006 (“Legends”), is pleased to present Florida Sports Foundation, Inc., a Florida not for profit corporation with a principal place of business of 1203 Governor’s Square Blvd, Suite 300, Tallahassee, Florida 32311 (“Group”) this special event license made this 19th day of December, 2023 (the “Effective Date”), which together with the Terms and Conditions and Exhibits attached hereto and incorporated within are all collectively referred to as the “Agreement.” This Agreement sets forth the terms upon which Legends grants a license to Group for the use of certain facilities at George M. Steinbrenner Field, located at 1 Steinbrenner Drive, Tampa Bay, FL 33614 (the “Venue”), for a special event (the “Event”). Legends and Group are each hereinafter sometimes referred to as a “Party” and collectively as the “Parties.”

Legends and Group hereby agree as follows:

1. GROUP CONTACT INFORMATION.

- a. AUTHORIZED AGENT/TITLE: ANGELA SUGGS/PRESIDENT & CEO
- b. TELEPHONE: 850-524-3447
- c. EMAIL: ASUGGS@PLAYINFLORIDA.COM

2. EVENT INFORMATION.

- a. EVENT NAME: GOVERNOR’S BASEBALL DINNER
- b. DESCRIPTION OF EVENT: DINNER
- c. “EVENT DATE”: THURSDAY, FEBRUARY 15, 2024
- d. “LICENSED PREMISES” (AS DETAILED IN EXHIBIT A): BULLPEN CLUB (LOWER LEVEL), THE PLAZA, RIGHT FIELD TERRACE (UPPER AND LOWER), GMS MAIN FIELD AND STADIUM SEATS
- e. EVENT TIME START: 5:45 PM
- f. EVENT TIME END: 8:00 PM
- g. “GUARANTEED MINIMUM NUMBER OF GUESTS”*: 300
- h. “MAXIMUM NUMBER OF GUESTS”: 550
- i. FINAL GUEST LIST/NUMBER OF GUESTS (“FINAL GUEST LIST”) DUE BY: FEBRUARY 8, 2024
- j. GENERAL MENU SELECTION: Passed and Stationary Hors D’ Oeuvres, Open premium hosted Bar
- k. FINAL DETAILED MENU SELECTION DUE DATE: FEBRUARY 8, 2024
- l. EVENT SCHEDULE:

DATE	START TIME	END TIME	TYPE	ATTENDANCE
2/15/2024	9:00 AM	5:00 PM	Set Up	TBD
2/15/2024	3:00 PM	5:00 PM	Set Up	TBD
2/15/2024	5:45 PM	8:00 PM	Event	~300

3. TOTAL EVENT FEE. In connection with this Agreement, Group agrees to pay Legends the Total Event Fee and such other applicable amounts as follows:

- a. “EVENT FEE”: \$46,275.00
- b. EVENT FEE SERVICE CHARGE (18%)*: \$8,437.50
- c. EVENT FEE SALES TAX (calculated at a rate of 7.5%): Tax Exempt # 85-8016109840C-2
- d. ADDITIONAL COSTS: LABOR FOR POLICE, PARKERS, PARAMEDICS, MAINTENANCE, GROUNDS AND BOOTH \$4,418.00
- e. “TOTAL EVENT FEE”***: \$59,130.50
- f. “DEPOSIT”****: \$29,565.25
- g. BALANCE DUE*****: \$29,565.25
- h. POTENTIAL ADDITIONAL FEES AND CHARGES:
 - i. “OVERTIME CHARGE”: *To Be Determined, If Applicable*
 - ii. ADDITIONAL GUESTS: *To Be Determined, If Applicable*
 - iii. INSURANCE FEE: *To be Determined, If Applicable*

* Group understands that there will be no reduction in price if fewer than the Guaranteed Minimum Number of Guests attend the Event, but the Event Fee may increase for additional guests who attend the Event over the Guaranteed Minimum Number of Guests.

** The Event Fee Service Charge is for administration of the Event, is not purported to be a gratuity, and will not be

distributed as gratuities to the employees who provide services to the guests, but rather will be retained by management to help defray administrative costs related to the Event. It is in Group's sole discretion to leave a gratuity for the service staff. If Group desire to leave an additional gratuity for the service staff, Group may do so by contacting its Special Events Manager.

**** Group will be responsible for all additional costs incurred on the Event Date.*

***** The Deposit is calculated at fifty percent (50%) of the anticipated Total Event Fee and is due and payable, in cleared funds, upon execution of Agreement.*

****** Balance of Total Event Fee is due fourteen (14) days prior to the Event Date (twenty-one (21) days for personal check). Any additional costs incurred in connection with the Event after payment of the balance of the Total Event Fee shall be paid in accordance with Section VI(B) of the Terms and Conditions below.*

4. The Licensed Premises will not be held for Group and the terms hereof shall not be binding on Legends until (i) the Agreement is fully signed by both Group and an authorized Legends agent; (ii) Legends receives the Deposit; and (iii) the credit card authorization, attached as Exhibit B, is completed, signed, and returned to Legends. All of the conditions in Section 4(i), (ii), and (iii) must be met on or before January 3, 2024, or this Agreement will be deemed null and void.
5. The Event Fee is initially based upon either (i) the menu selected in Section 2(j) above; or (ii) minimum catering charges. Price increases may be implemented due to unforeseen changes in market conditions at the time of the Event. Legends will communicate these increases to Group in advance. Legends will require written confirmation that Group agrees to pay these increased prices, or at Legends' option in its sole discretion, Legends may make reasonable substitutions in menus and Group agrees to accept such substitutions. The Total Event Fee will be adjusted upon receipt of the Final Guest List. Group acknowledges that without any prior notice, the Venue can only accommodate a three percent (3%) increase to the Final Guest List provided that (a) the total number of guests does not exceed the Maximum Number of Guests; and (b) the total number of people in the Licensed Premises, including, but not limited to, any guests, vendors, and Legends personnel, does not exceed the Maximum Capacity (as defined in Exhibit C). If the expected Guaranteed Minimum Number of Guests is not realized, Group is still responsible for the total Guaranteed Minimum Number of Guests. Any guest overages or additional charges incurred after final payment is received (including, but not limited to, late requests for food and beverage, Overtime Charges, upgraded linens, increase of guest count after delivery of the Final Guest List, or other Potential Additional Fees and Charges described in Section 3(h) of this Agreement) will be charged to Group's credit card on file after completion of the Event. Groups requesting an exclusion from sales taxes under 501(c)(3) must submit all documentation to Legends in support thereof upon execution of this Agreement.
6. **CANCELLATION POLICY.** In accordance with Section IX(D) of the Terms and Conditions, the following details Legends' cancellation policy ("Cancellation Policy"):

DATE OF LEGENDS' RECEIPT OF CANCELLATION NOTICE*	PERCENTAGE OF TOTAL MINIMUM ANTICIPATED REVENUE OWED	ESTIMATED AMOUNT OF CANCELLATION DAMAGES OWED**
Cancellation between date of signing and thirty (30) days prior to the Event Date:	50%	\$29,565.25
Cancellation between twenty-nine (29) and ten (10) days prior to the Event Date:	75%	\$44,347.88
Cancellation nine (9) days or less prior to the Event Date:	100%	\$59,130.50

**Legends may, in its sole discretion, consider Group's notice of cancellation to be invalid and thus may not release the Licensed Premises held until payment of the cancellation damages is received by Legends, therefore any delay in Group's payment may result in higher cancellation damages owed.*

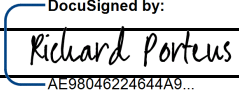
*** The amounts listed here are an estimate based on the anticipated Total Event Fee upon signing and the actual amount of damages owed shall be calculated by applying the applicable percentage to the actual Total Event Fee upon the date of cancellation.*

7. **TERMS & CONDITIONS.** The above provisions are subject to the Terms and Conditions and Exhibits attached hereto, which together constitute the entire agreement between the Parties. Except as explicitly stated in this Agreement, there are no representations or warranties with regard to the subject matter of this Agreement. This Agreement and its terms (i) may not be modified, supplemented, amended, or waived except in writing signed by the Parties, and (ii)


shall inure to the benefit of and be binding upon the Parties hereto, and their respective heirs, executors, administrators, personal representatives, and permitted assigns, except that Group may not assign or transfer this Agreement or any of its rights or obligations thereunder without the prior written consent of Legends. This Agreement and any amendments, riders, or other attachment hereto shall not be binding on either Party until reviewed and approved by Legends' legal department, which only upon execution below, hereby approves of the terms and conditions set forth herein.

Accepted and Agreed:

LEGENDS HOSPITALITY, LLC

NAME: Richard Porteus
TITLE: VP East
SIGNATURE:  DocuSigned by:
Richard Porteus
AE98046224644A9...

GROUP: FLORIDA SPORTS FOUNDATION, INC.

NAME: Angela Suggs
TITLE: President/CEO
SIGNATURE:  Angela Suggs
10/17/2019 10:42 EST

LEGENDS LEGAL DEPARTMENT

NAME: _____
TITLE: _____
SIGNATURE: _____

TERMS AND CONDITIONS

I. DEFINITIONS. All definitions set forth elsewhere in this Agreement shall apply to these Terms and Conditions unless the context requires otherwise.

II. LICENSE. Legends grants to Group a nonexclusive, nontransferable, nonsublicensable, revocable license to use the Licensed Premises on the Event Date and during the hours of the Event for the Event, subject to all the terms of this Agreement, and any applicable building or landlord rules, Venue policies and/or rules in effect at the time of the Event as communicated to Group, including, but not limited to, the Building and/or Venue Rules and Policies in Exhibit C. Except as otherwise stated herein, Group will not be permitted to access any other area of the Venue without the express permission of Legends. Legends will determine, in its sole and absolute discretion, the appropriate staffing needs (e.g., security, etc.) and lighting needs for the Event, and the Total Event Fee shall include all such costs.

III. WARRANTIES. Group acknowledges that except for warranties contained herein, all other warranties and representations, whether express or implied, are hereby expressly excluded and disclaimed, including, without limitation, the condition of the Venue and Licensed Premises and its suitability for any particular purpose. Legends shall not be liable to Group by reason of any delay in performing or any failure to perform any of Legends' obligations in relation to the services if such delay or failure is due to a Force Majeure Event as defined in Section X or as a result of any willful or negligent act or omission of Group. Group hereby releases and waives all claims, rights of recovery, and causes of action that it might have (and that any party claiming by, through, or under it might have) against Legends for any loss or damage to any property of Group (or Group's guests or those of a third party under Group's control), even if such loss or damage is the result of the negligence of Legends, or their staff, agents, or contractors to the extent that such loss is of a type that is, by its nature, recoverable by insurance, regardless of whether any policy is actually in effect. Group shall cause its insurance carrier to waive any and all subrogation rights. Legends does not warrant, and will not have any liability whatsoever to Group for any services provided to Group by a third party, contractor, or firm for services that were requested by Group, including, but not limited to, any preferred or recommended vendors. Legends shall not be responsible for any lost, stolen, or damaged property, including, but not limited to, any accessories or the contents thereof, regardless of cause (e.g., fire, theft, collision, water, etc.).

IV. CHANGES/RELOCATION. In the event that it is deemed necessary for Group to be relocated to a different location at the Venue because of requirements of Legends, Legends shall endeavor to give Group reasonable notice of any change. In addition, Legends may make reasonable changes to the Event itinerary, including, without limitation, the right to restrict access to certain areas, including the Licensed Premises in the Venue, and to make alternative accommodations that Legends deems necessary in its sole and absolute discretion. In the event that Group reasonably objects to any such changes, then Group shall have the right to (a) request that Legends reschedule the Event for the next mutually agreeable available date under a new agreement and apply payments made by Group hereunder to the amount due under the new agreement; or (b) terminate this Agreement upon prior written notice (given with no more than forty-eight (48) hours following notice from Legends of the change), subject to the same terms and conditions as Section X(B) below.

V. GROUP OBLIGATIONS. Group shall:

- A. Provide a Final Guest List by the date indicated in Section 2(i) of this Agreement. Legends reserves the right to refuse admission to the Event to any person not on the Final Guest List or not otherwise permitted to be at the Event. The Maximum Capacity represents the legal capacity of the Licensed Premises under the guidelines of all applicable governmental agencies and the Maximum Number of Guests represents the maximum number of guests Legends can accommodate based on the type of Event. Legends shall have the right to refuse admission to any person attending the Event when the Maximum Number of Guests and/or Maximum Capacity has been reached. It is recommended (or may be required upon notice from Legends) that Group have one or more representatives in the lobby of the Venue in order to greet guests. In the event that Group does not provide a representative in the lobby, then Legends security and/or guest services shall coordinate all ingress for the Event and any such expenses incurred shall be the responsibility of Group.
- B. Appoint an authorized representative to place orders and pay for any additional services provided on the Event Date. Group understands that no food or beverages are permitted in the Venue other than those provided pursuant to the terms herein, unless otherwise approved in writing by an authorized agent of Legends prior to the Event. Legends may confiscate unauthorized food and beverages, or such other inadmissible items as determined by Legends in its sole discretion, found in the Venue and escort anyone found in possession thereof out of the Venue.
- C. Fully comply with the terms of any and all licenses applicable to the Venue and the Event (whether related to alcohol, entertainment, or any other matter) and any policies of the Venue, including, without limitation, those regarding entry, security, and safety policies, in force at the Venue at the time of the Event (see attached as Exhibit C, as may be updated by Legends in writing from time to time in Legends' or the Venue's sole discretion). Legends, in its sole discretion, has the right to restrict, curtail, or condition the sale of alcoholic beverages at any time in order to comply with legal restrictions or maintain order or decorum at the Venue. Group understands that Legends shall also have

the right to refuse to serve alcoholic beverages to individuals who appear intoxicated (or who, in the judgment of the server, might become intoxicated if served) and the right to refuse to serve alcoholic beverages to individuals who appear underage and cannot provide proof of majority by showing a driver's license or other government issued photo identification. In connection with the foregoing, Group shall be strictly liable for the behavior of guests, employees, vendors, participants, agents, and invitees and shall ensure their compliance with the foregoing and will indemnify, defend, and hold the Indemnitees (as defined in Section VII) harmless against any losses or damage suffered as a result of any breach of any of the above caused by any act or omission of Group or its vendors, participants, employees, agents, guests, and/or invitees. Group agrees to reimburse Legends for all expenses incurred by Legends resulting from Group's breach, or any breach by any vendor, participant, employee, agent, guest, or invitee of Group, of its obligations hereunder.

- D. Not do or allow to be done in and/or around the Licensed Premises and/or Venue any act or thing that is offensive or may cause nuisance, damage, or disturbance to Legends, the Venue, or any person, and shall cooperate with the immediate removal of any pornographic, undesirable, or offensive property or materials, and shall cooperate with Legends to exclude or remove any person from the Licensed Premises on the grounds of nuisance, intoxication, or other undesirable, offensive, or pornographic behavior, including, but not limited to, behavior that is objectionable to Legends, as determined by Legends in its sole discretion.
- E. Conduct the Event in a safe, competent, and professional manner in accordance with all applicable laws and Legends' and Venue's rules and regulations ("Rules"), a copy of which is available upon request. The failure of Group, its employees, agents, guests and/or invitees to strictly comply with this Agreement and the Rules will be deemed a material breach of this Agreement.
- F. Be responsible for all aspects of the Event presentation. In the event that the Licensed Premises contains a basic sound system, Wi-Fi, televisions, projector, and other entertainment components, which may, subject to availability as determined by Legends in its sole discretion, be used by Group in connection with the Event (collectively "Entertainment Components"). If Group elects to use such Entertainment Components, Group shall use personnel provided by Legends to operate same. The fees for such personnel shall be in addition to the Event Fee provided herein and shall be payable at the time the final payment of the Total Event Fee is due. Information regarding the Entertainment Components and the fees is available by contacting Legends' special events manager, as designated by Legends in its sole discretion (the "Special Events Manager"). Group agrees to begin the Event promptly at the scheduled start time and will have its vendors, guests, invitees, and other persons vacate the designated Licensed Premises at the Venue at the applicable time indicated in Section 2 of this Agreement. Group agrees to leave the Venue and Licensed Premises vacant, in good condition and order after the Event is complete and to use appropriate care to prevent damage to the Venue. Group will be responsible for all costs of restoring to good condition and order (normal wear and tear excepted), those areas, including the Licensed Premises in the Venue used by Group, and Group shall be responsible to ensure that all Group's vendors remove all equipment and materials (including any trash). Storage is not available in the Venue and overnight storage of materials left at the end of the Event is not allowed. Any equipment or materials remaining in the Venue at the conclusion of the Event may be removed or disposed of by Legends' cleaning staff, at Group's sole cost and expense, and Legends will have no liability to Group (or to any vendors) in connection with the return or disposal of same. Any personal injury or any damage to the Venue resulting from the acts or omissions of Group or any of its vendors, participants, employees, agents, guests, or invitees will be the sole responsibility of Group, and Group shall reimburse Legends and the Venue owner upon demand for the full cost thereof. If the Event continues beyond the Event Time and/or Event Date (if permitted by Legends in Legends' sole discretion), then Group further agrees to be responsible for any Overtime Charge (as detailed below in Section VI(D)) or other expenses incurred by Legends as a result of the failure to comply with these requirements.
- G. Not make any installations, improvements, additions, or other physical changes to Venue. Group expressly acknowledges that tenting, or the erection of any structures within the Venue (or otherwise on the surrounding grounds, including, but not limited to, the Venue lobby, entryways, etc.) is strictly prohibited.
- H. Provide and compensate for competent personnel and supervision for all phases of the activities performed by Group at the Venue (including, without limitation, the set-up, break-down, and removal of all equipment used by and provided by Group, except for such activities to be solely performed by Legends and its designated staff) during the Event and ensure Group's employees, vendors, and service providers are in compliance with the terms and conditions contained herein.
- I. Ensure that all vendors and service providers used by Group shall either be from Legends' approved vendor list, attached as Exhibit D, or subject to Legends' prior written approval, which shall not be unreasonably withheld, provided each such outside vendor aside from those listed in Exhibit D must execute a single time vendor agreement with Legends before Legends will grant approval. Under no circumstances will unapproved outside vendors or service providers be permitted inside the Venue.

- J. Ensure that if the Event has moderate to elaborate décor or event production, Group contacts Legends electricity vendor via the Special Events Manager. Requiring additional electricity will result in additional charges. Construction of large props is not allowed on site at the Venue without consent from Legends. Props must be brought in pieces and fabricated on site to minimize noise and disruption within the Venue and surrounding areas.
- K. Ensure that any noise or music is at a sound level that is appropriate for a tenant occupied building (as determined by Legends and/or the building supervisors in their sole discretion). The sound level of the music is subject to review by Legends and/or the building supervisors at any time prior to and/or during the Event. Sound checks must be done prior to the Event with Legends and/or the building supervisors to obtain prior approval.
- L. Comply, and shall require all of its employees, contractors, agents, guests and/or invitees to strictly comply, with any health and safety protocols established by Legends or the Indemnitees for the Event and any associated meetings or activities (including, without limitation, planning meetings), which health and safety protocols may include, but are not limited to, completion of health questionnaires, temperature screenings, requirements to wear face coverings and other personal protective equipment at all times, COVID-19 (as defined below) testing, and physical distancing and disinfection requirements and protocols. If required by Legends or any other Indemnitee, Group shall ensure that all of its employees, agents, guests and/or invitees participate in any required health and safety trainings and submit all required attestations relating to compliance with health and safety protocols. Subject to applicable laws, including any laws requiring a reasonable accommodation for individuals with disabilities, any employees, agents, guests and/or invitees of Group who do not comply with the health and safety protocols of Legends or the Venue will not be permitted into the Venue.
- M. Be responsible for providing its employees, agents, guests and/or invitees with face coverings and other personal protective equipment and hand sanitizer that complies with the health and safety protocols of Legends and the Venue. Group shall be responsible for conducting and/or undertaking any other health and safety measures it deems desirable for its employees, agents, guests and/or invitees. Group shall be responsible for addressing any health and safety concerns of its employees, agents, guests and/or invitees (e.g. underlying conditions that may make a staff person particularly vulnerable to COVID-19), provided that Group shall promptly notify Legends of any concerns that relate to the health and safety protocols or Legends and/or the Indemnitees.
- N. Acknowledge that the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation, or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present, including, without limitation, at the Event and related activities and meetings, and that no precautions, including the health and safety protocols that may be established by Legends, the Indemnitees, and/or other third parties (including, but not limited to, federal and state governmental agencies) can eliminate the risk of exposure to COVID-19. By entering into this Agreement, Group is knowingly and voluntarily assuming on behalf of any of its employees, contractors, agents, guests and/or invitees and other persons that Group uses to perform the Services, all risks related to exposure to COVID-19 at the Event and at related activities and meetings and otherwise in connection with the Event hereunder, whether or not resulting from the negligence of Legends or the Indemnitees.
- O. .
- P. Hereby release the Indemnitees from, and shall indemnify, defend and hold harmless the Indemnitees from and against, any claims by Group's employees, agents, contractors, guests and/or invitees relating to exposure to COVID-19 at the Event or related activities or meetings or otherwise (including, without limitation, claims or actions relating, directly or indirectly, to any death, illness or personal injury as a result of exposure to, or an infection of, COVID-19) (collectively, "COVID Claims"), including, without limitation, claims or actions alleging negligence by the Indemnitees, but excluding any COVID Claims resulting from (i) the wanton disregard, or (ii) intentional misconduct of the Indemnitees.
- Q. Use its commercially reasonable efforts to obtain waivers, releases, and indemnities from all employees, agents, guests and/or invitees that, at a minimum: (i) require the Group to comply with the health and safety protocols established by Legends and the Venue for the Event (including, without limitation, submitting any required attestations/commitments to do so), (ii) include assumption of the risk acknowledgments substantially similar to Section 5(N) above, and (iii) release and indemnify the Indemnitees from any claims relating to exposure to COVID-19 at the Event or related activities or meetings, including, without limitation, claims or actions alleging negligence by any of the Indemnitees (but excluding claims resulting from the wanton disregard or intentional misconduct of the Indemnitees). Additionally, Group may, in its discretion, obtain similar waivers, releases, and indemnities from its' employees, agents, guests and/or invitees in favor of the Indemnitees.
- R. Acknowledge and agree that Legends or the Venue may require waivers, releases, indemnities and/or assumption of the risk agreements from persons entering into the Venue during the Event, and that failure to provide any such required documentation may result in such persons (including Group's employees, agents, guests and/or invitees) not

being permitted into the Venue. In the event that any Group employees, agents, guests and/or invitees are so prohibited from entering the Venue, Group shall not be relieved of its obligations in connection with this Agreement.

VI. FEES AND CHARGES.

- A. **Fees.** Group shall pay to Legends, without offset, setoff, or counterclaim, by credit card (where applicable), cashier's or certified check (made out to Legends Hospitality, LLC and sent to Legends Hospitality, LLC, Attention: Jonathan Halpern at One Steinbrenner Drive, Tampa, FL 33614) or by wire transfer in accordance with the invoice instructions: (i) the Total Event Fee, subject to any adjustment in accordance with these terms contained herein, which are in place at the date of acceptance by Legends of the booking; and (ii) any additional charges incurred which have not been included the Total Event Fee, including, without limitation, charges for additional guests added to the Final Guest List, Overtime Charges and other Potential Additional Fees and Charges described in Section 3(h) of this Agreement.. Section VI(A)(i) and VI(A)(ii) are collectively referred to as "Fees."
- B. **Terms.** Payment terms are as follows: (i) the Deposit (as defined in Section 3 of this Agreement) is due in cleared funds or by credit card as a nonrefundable (except as otherwise set forth herein) deposit upon execution of this Agreement; (ii) the balance of the Total Event Fee (subject to any adjustment in accordance with the terms of this Agreement) is due in cleared funds on the date provided in Section 3 of this Agreement; and (iii) any final difference between the actual Fees incurred and the Fees paid shall be paid by Group to Legends immediately via cleared funds or credit card after completion of the Event. No interest will be payable to Group on the Deposit.
- C. **Interest.** Interest will accrue on overdue amounts at an annual rate of twelve percent (12%) per annum if Group fails to make payment on the due dates (or, in the event such interest rate is prohibited by or under applicable law, at the highest rate permitted under applicable law). In the event of any such nonpayment, without prejudice to any of its other rights and remedies and without incurring any liability to Group for any damages, by written notice of its election to do so, Legends may terminate this Agreement, cancel the Event, refuse to provide services to Group and any orders for future services from Group, and charge Group for any charges outstanding and the cost of recovery thereof, including, but not limited to, any attorneys' fees and costs of collection incurred. Legends also reserves the right to charge for any damage (major and/or minor) caused by Group and its vendors, participants, employees, agents, guests, or invitees during Group's occupation of the Licensed Premises.
- D. **Potential Additional Fees and Charges.** There will be an Overtime Charge as detailed in Section 3 of this Agreement for every additional hour, covering each waiter, waitress, captain, and where applicable, each bus helper and/or bartender who continues to provide services for the Event beyond the time designated in Section 2 of this Agreement. There will be an additional charge to the Total Event Fee if (i) the total number of Guests exceeds the Guaranteed Minimum Number of Guests, (ii) Any Potential Additional Fees and Charges described in Section 3(h) of this Agreement are triggered, (iii) Group chooses to purchase any Potential Additional Fees and Charges, where applicable (iv) Group uses any outside vendors in accordance with Section V(I) and/or (v) Legends incurs any other direct costs in connection with this Section VI(D).
- E. **Expenses.** Except as otherwise specifically provided in this Agreement, each Party will be responsible for any expenses incurred by such Party in connection with this Agreement.
- F. **Taxes.** Group shall reimburse Legends for any Taxes paid by Legends related to the Event and any fees, penalties, interest, or other charges paid by Legends in respect to any such Taxes. As used herein, "Taxes" means any and all use, sales, privilege, rental, admission, amusement, entertainment, occupancy, or other taxes, charges, impositions, levies, fees, and assessments that are or may be assessed, levied, or imposed with respect to the transaction contemplated pursuant to this Agreement, regardless of whom the tax, charge, imposition, or levy is assessed, levied, or imposed upon (i.e., Legends or Group), but specifically excludes Legends' income taxes.

VII. INDEMNIFICATION AND INSURANCE.

- A. Group covenants to indemnify, defend, and hold harmless Legends Hospitality, LLC, the Venue, New York Yankees Partnership, FSL Bomber Baseball, LLC, Tampa Sports Authority, City of Tampa and Hillsborough County, and such other parties as Legends or the Venue may require (e.g. Venue landlord, local municipality, etc.), and all subsidiaries, related or affiliated companies, respective officers, directors, agents, owners, and employees (collectively the "Indemnitees") from and against any and all demands, claims, suits, actions (including pre-lawsuit court orders), losses, damages, liabilities (determined by verdict, judgment, or good faith settlement claim) or expenses (including, but not limited to, reasonable attorneys' fees and investigatory fees incurred in connection with defending third party claims, whether or not valid, and in enforcing this covenant) (collectively, "Claims") incurred or allegedly incurred by the Indemnitees or any third parties during or in connection with the Event, except to the extent that any such Claims are the result of the Indemnitees' gross negligence or willful misconduct.
- B. Group agrees to maintain General Liability insurance, covering Group, its employees, agents, guests, or invitees, with

an ISO form 2010 or better, through a carrier rated A or better, licensed to do business in the Forum State (as defined below), naming the Indemnities as Additional Insureds, with coverage and limits as outlined: (i) Commercial General Liability Insurance on an occurrence form covering the liability of Group for damage to property, bodily injury, and death of any individual or individuals in the amount of not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate; (ii) Damage to Rented Premises in the amount of not less than One Million Dollars (\$1,000,000.00) in the aggregate; (iii) Personal & Advertising Injury in the amount of not less than One Million Dollars (\$1,000,000.00) in the aggregate; (iv) Products and Completed Operations Liability Insurance of not less than Two Million Dollars (\$2,000,000.00) in the aggregate; and participant legal liability (if the event includes any on-field athletic ability) in the amount of not less than One Million Dollars (\$1,000,000.00) in the aggregate. The Group shall provide a certificate of insurance to Legends on or before the Final Menu Selection Date.

VIII. TRADEMARKS AND REPRODUCTIONS.

- A. Group acknowledges that this Agreement does not grant Group or any guest any license or right to any copyright, trademark, trade name, service mark, trade dress, or similar intellectual property or intangible owned by Legends, New York Yankees Partnership, or FSL Bomber Baseball, LLC and it will make no use whatsoever (including in publicity for itself) of any of them without Legends' express, prior written consent (in Legends' sole discretion). Group may, for purposes of invitations and/or to produce communications regarding the Event, use the name and address of the Venue set forth in the preamble of this Agreement.
- B. Group agrees that it will not issue, publish, disclose, release, or disseminate any communication to the public in any form whatsoever regarding this Agreement, the Event, or the relationship between Group and Legends, unless all Parties agree to the content and timing of the distribution of such information. Furthermore, Group will not directly or indirectly record the Event by any means or media now known or hereafter developed without the prior consent of Legends.
- C. Subject to Sections VIII(A) and (B), Group may make and use photographs, videotapes, and/or audio recordings of the Event solely for Group's internal, noncommercial use. Notwithstanding anything to the contrary in the foregoing, Group acknowledges that the Venue has been constructed, developed and is maintained as a location for an outstanding type of business occupancy, and as an additional inducement for Legends to enter into this Agreement, Group represents and warrants that any use of film, photographs, audio recordings, or videotape made in, at, or from the Venue will not contain any matter that is obscene or libelous, violates any person's right of privacy, or derogates from the public image or reflects unfavorably upon Legends, the Venue, or the Indemnitees or any of their affiliates. Legends shall have the right to have a representative present at the Event to ensure compliance with the foregoing.
- D. In partial consideration for the right to hold the Event at the Licensed Premises, Group hereby grants permission to Legends to use photographs, paintings, drawings, artwork, and/or other artistic presentations; video, audio, and digital recordings, electronic and digital transmission; and any likeness reflecting the Event (in the aggregate, "Reproductions") on their website or social media, in printed publications, in video or audio presentations or transmissions, or any other media vehicle now known or hereafter devised without consideration, and acknowledges their right to crop or change the material at their discretion. Group also acknowledges that Legends may choose to use a Reproduction contemporaneously, but may do so at its own discretion at a later date. Legends reserves the right to discontinue the use of any Reproduction without notice.
- E. Group represents that any content (including any of their respective elements or materials) it provides (or is provided on Group's behalf) that is distributed in connection with the Event will not (i) infringe on or violate any person's or entity's right of privacy or publicity or other personal property right of any other third party; (ii) libel, slander, or otherwise defame or disparage any third party or violate any third party's copyright, trademark, service mark, trade dress, or moral rights hereto; or (iii) violate any other applicable law. Group shall be responsible for the cost and expense of obtaining any and all clearances for the content of any publication or broadcast regarding the Event. Any publicity and advertising material that is generated from Group, insofar as it relates to or concerns the Venue, Legends, the Indemnitees, or any of their affiliates, shall be subject to Legends' prior written approval, which shall not be unreasonably withheld or delayed. For the avoidance of doubt, any approval by Legends in connection with this Section VIII(E) shall not constitute an opinion of the lawfulness of such content or otherwise alter Group's obligations and representations and warranties in connection with such under this Agreement.

IX. TERMINATION AND CANCELLATION.

- A. If reasonable grounds for concern arise with respect to Group's performance of this Agreement, Legends may in writing demand adequate assurance of due performance. Until Legends receives such assurance in writing, it may suspend its performance of this Agreement. If Legends does not receive such written assurances within two (2) days of its request therefore, or within such other reasonable period of time as Legends may designate under the then

existing circumstances, such failure will constitute a material breach of this Agreement, entitling Legends to immediately terminate this Agreement, retain the Deposit, and retain/require immediate payment of the remainder of the unpaid portion of the Fee in accordance with Section IX(C) below.

- B. In addition to any other remedy set forth in this Agreement or otherwise available at law or in equity, either Party may terminate this Agreement at any time, effective upon the other Party's receipt of a termination notice, without prejudice to any other legal rights to which such terminating party may be entitled, upon the occurrence of any one or more of the following: (i) any material breach of this Agreement by the other Party (including, but not limited to, any default in payment by Group of any sums owed by Group to Legends as due hereunder) that is not cured within three (3) days of receipt of written notice of such breach or such time that is reasonable under the circumstances; or (ii) any of the representations and warranties made by the other Party in this Agreement proves untrue or inaccurate in any material respect.
- C. Termination of this Agreement for any reason provided herein will not relieve either Party from its obligation to perform up to the effective date of such termination or to perform such obligations as may survive termination. Except as otherwise expressly provided in this Agreement, upon termination, any unpaid portion of the Fees will be immediately due and payable to Legends without offsets, deductions, or credits, and Legends shall be entitled to retain all Deposits and Fees it has received. Nothing in this Section IX will limit the rights otherwise available to a Party arising from the breach of the provisions hereof.
- D. Group agrees and understands that in the event of a cancellation by Group, Legends' actual damages would be difficult to determine. Therefore, Group agrees that should Group elect to cancel the Event for any reason other than pursuant to termination by Group in accordance with Section IV or IX(B), including, but not limited to, changing the Event site to another venue, Group will pay as liquidated damages, to Legends immediately upon notice of cancellation, a percentage of the total minimum anticipated revenue for the Event, plus any applicable state and/or local taxes as required by law, as per the Cancellation Policy described above. Event cancellation requests by Group must be submitted in writing to Legends. Except as otherwise expressly provided in this Agreement, the Deposit will in all cases be NONREFUNDABLE and deemed to be reasonable damages to compensate Legends for loss resulting from Group's cancellation. Group shall be directly responsible and shall not be entitled to a refund for the cost of any specialty or unique items pre-ordered specifically for Group's Event ("Specialty Items").

X. FORCE MAJEURE.

- A. A "Force Majeure Event" shall mean any act of God, accident, fire, earthquake, flood, or other casualty, war, riot, intervention by civil or military authorities of government, insurrection or other civil commotion, terrorist act, material shortage, strike, lockout, boycott or labor dispute, appropriations or rationing, court or judicial orders, Venue unavailability due to ongoing or impending building construction at Venue, or any other event or occurrence beyond the reasonable control of a Party hereto. In the event of the occurrence of any Force Majeure Event that prevents performance of Legends' obligations hereunder, Legends shall not be considered in default. In such event, Legends may do either of the following in its sole discretion:
 - 1. Reschedule the Event for the next available date under a new agreement and apply payments made by Group hereunder to the amount due under the new agreement; or
 - 2. Terminate this Agreement, refund the Deposit, and return any additional pro-rata funds paid by Group, provided (i) Group shall be solely responsible for the cost or fees associated with any Specialty Items and any other non-refundable costs and expenses reasonably incurred by Legends for the Event; and (ii) Legends shall be entitled to retain any portion of the Deposit or additional pro-rata funds paid by Group to the extent necessary to cover such costs and fees.
- B. Group will bear the risk of inclement weather, including the threat of inclement weather, and shall not be entitled to cancel the Event because of storms or other inclement weather conditions unless Group is notified by Legends that Legends cannot provide services for the Event on the date in question because of a hurricane or other catastrophic weather condition. Group will not be entitled to a refund in the event of inclement weather when the Event can be relocated to an indoor location.
- C. The foregoing sets forth Legends complete responsibility and Group's exclusive remedy in the event of a Force Majeure Event.

XI. CONFIDENTIALITY. The Parties agree to maintain in strict confidence any confidential or proprietary information of the other Party, which it observes, comes into contact with, or receives in the course of performance under this Agreement, including the terms of this Agreement ("Confidential Information"). Each Party shall safeguard all Confidential Information and material, whether written or otherwise, which the other Party supplies to it, and shall not duplicate or use such Confidential Information for any purpose whatsoever without the other Party's prior written consent. Each Party shall take all such

reasonable precautions to prevent the disclosure of any Confidential Information of the other Party to any unrelated party. Each Party shall return or destroy, at its option, all of the other Party's materials, including copies or derivations thereof. Any destruction required pursuant to this Section XI will be certified in writing by an authorized officer, or such other party, supervising such destruction. The Parties may disclose this Agreement in confidence to their respective legal counsel, accountants, bankers, and financing sources as necessary in connection with its performance herein. This provision shall survive termination and expiration of this Agreement.

XII. MISCELLANEOUS.

- A. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive understanding between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements in regard thereto. The Parties have not relied upon any promises, warranties, or undertakings other than those expressly set forth in this Agreement. Nothing in this Agreement will give any person other than the Parties to this Agreement or their respective successors or assigns any legal or equitable right, remedy, or claim under this Agreement except that the Indemnitees may enforce their rights thereunder.
- B. **Modification and Waiver.** This Agreement cannot be amended or waived except by an agreement in writing signed by authorized representatives of both Parties and specifically referring to this Agreement.
- C. **Remedies.** The failure of either Party to object to or to take affirmative action with respect to any conduct of the other Party that is in violation of the terms hereof will not be construed as a waiver thereof, nor of any subsequent breach or wrongful conduct. The rights and remedies set forth herein are intended to be cumulative, and the exercise of any right or remedy by either Party will not preclude or waive its exercise of any other rights or remedies hereunder or pursuant to law or equity.
- D. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable by any court of competent jurisdiction, then the balance of this Agreement will remain enforceable and such invalid or unenforceable provision(s) will be enforced by such court to the maximum possible extent.
- E. **Parties' Relationship.** The Parties will be and will act as independent contractors, and under no circumstances will this Agreement be construed as one of agency, partnership, joint venture, or employment between the Parties.
- F. **Assignment.** Group shall not assign its rights and/or obligations or delegate its duties under this Agreement without the prior written approval of Legends. Any attempted assignment or delegation without such approval will be void and constitute a material breach of this Agreement. This Agreement and all of the terms and provisions hereof will be binding upon and will inure to the benefit of the Parties hereto and their respective successors and approved assigns.
- G. **Survival.** The provisions of Section V (Group Obligations), Section VI (Fees and Charges), Section VII (Indemnification and Insurance), Section VIII (Trademarks and Reproductions), Section XI (Confidentiality), and Section XII (Miscellaneous) will survive the expiration or earlier termination of this Agreement.
- H. **Construction.** No presumption will apply in favor of either Party in the drafting or interpretation of this Agreement or in the resolution of any provision hereof.
- I. **Governing Law.** This Agreement is made in the State in which the Venue is located (the "Forum State"), and shall be governed by, construed, and enforced in accordance with, the laws of the Forum State, without regard to principles of conflicts of law. Each party hereto irrevocably agrees that any legal action, suit, or proceeding against them arising out of or in connection with this Agreement or the transactions contemplated hereby or disputes relating hereto (whether based on contract, tort, or otherwise) shall be brought exclusively in an applicable court in the Forum State that services the proximate location of the Venue, and hereby irrevocably accepts and submits to the exclusive jurisdiction and venue of the aforesaid courts in personam, with respect to any such action, suit, or proceeding, and waives any claim that such forum is inconvenient, or any similar claim. Each of the parties hereto hereby acknowledges and confirms that service of any process, summons, notice, or document by U.S. registered mail to such party's respective address first set forth above shall be effective service of process for any action, suit, or proceeding in the Forum State with respect to any matters for which it has submitted to jurisdiction pursuant to this Section.
- J. **Limitation of Liability.** Legends shall not be liable to Group for special, exemplary, or punitive damages or any loss of profit, loss of income, loss of business, loss of revenue, loss of goodwill, or for any indirect or consequential losses or damages of any kind, in each case howsoever arising, whether such loss or damage was foreseeable or Legends was advised of the likelihood of such damage, whether arising in tort (including negligence and strict liability), contract, or otherwise. Legends' maximum aggregate liability under or in connection with the Agreement, whether arising in contract, tort (including negligence and strict liability), or otherwise, shall in no event exceed the total Event Fee payable by Group under this Agreement. Each group guest attending the Event may be required to execute a waiver and liability release on a form provided to the Group by Legends, and Legends reserves the right to refuse admission to any Group guest that has not provided an executed waiver and liability release. A guardian or parent

must execute a waiver and liability release on behalf of each Group guest who is a minor.

- K. Headings. The headings are inserted in this Agreement only as a matter of convenience and for reference and in no way are intended to be a part of this Agreement or to define, limit, or describe the scope or intent of this Agreement or the particular paragraphs hereof to which they refer.
- L. No Personal Liability. No member of Legends' officers, directors, agents, or employees of any of them shall have any personal liability with respect to any of Legends' obligations under this Agreement by reason of his, her, or its status as such.
- M. Counterparts. This Agreement may be executed in one or more facsimile(s) or electronic transmission(s), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- N. Notice. Any notice, consent, or other communication given pursuant to this Agreement shall be in writing and shall be effective (i) when delivered personally, (ii) upon delivery (or refusal of delivery) by a nationally recognized overnight courier, or (iii) upon delivery (or refusal of delivery) by certified or registered mail, return receipt requested, postage prepaid; in any case addressed to such Party as set forth below (or as a Party may designate by notice following the Effective Date) in accordance with this Section XII. If to Legends: Jonathan Halpern with a copy to: Stephanie O'Driscoll. If to Group: at the address indicated in the preamble of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first written above.

LEGENDS: LEGENDS HOSPITALITY, LLC

By: Richard Porteus
AE98046Z24644A9...

Name: Richard Porteus

Title: VP East

GROUP: FLORIDA SPORTS FOUNDATION, INC.

By: Angela A. Suggs
Angela A. Suggs 2/21/2024 16:42 EST

Name: Angela A. Suggs

Title: President/CEO

EXHIBIT A

LICENSED PREMISES

THE BULLPEN CLUB (LOWER LEVEL)

THE PLAZA

RIGHT FIELD TERRACE (UPPER AND LOWER)

GMS MAIN FIELD/STADIUM SEATS

EXHIBIT B
CREDIT CARD AUTHORIZATION

EXHIBIT C**BUILDING AND/OR VENUE RULES AND POLICIES**

1. In no event shall the maximum occupancy of the Licensed Premises (including all guests, vendors, service providers, employees, agents, and other personnel, whether provided by Group or Legends) at any time exceed 550 persons ("Maximum Capacity").
2. All vendors and service providers shall access the Licensed Premises via the freight elevator serving the Venue.
3. No trucks or other vehicles may be parked in front of the Venue, or otherwise in violation of applicable traffic laws.
4. In no event shall alcoholic beverages be served, sold or consumed outside the Licensed Premises.
5. Smoking is not permitted anywhere within the Licensed Premises or at the Venue.
6. Except as expressly provided in this Agreement, no noise, including the playing of any musical instrument, radio or television, which might disturb other tenants and occupants in the Venue, shall be made or permitted.
7. No animals (other than service/guide dogs) shall be brought into or kept in the Venue or the Licensed Premises.
8. No dangerous, incendiary, combustible or explosive objects or material shall be brought into or kept in the Venue or the Licensed Premises, except as permitted by law and the subject to Legends' approval which may be withheld in its sole discretion.
9. No unusual or objectionable odors shall permeate in or emanate from the Licensed Premises.
10. These rules and regulations may be rescinded, altered or waived by Legends at any time, when in Legends' judgment it is deemed necessary, desirable or proper for Legends' best interests or for the best interests of the tenants and other occupants of the Venue, and no rescission, alteration or waiver of any rule or regulation in favor of one tenant or occupant shall operate as a rescission, alteration or waiver in favor of any other tenant or occupant. Legends shall not be responsible to Group for the nonobservance or violation by any other tenant or occupant of any of the rules or regulations.

EXHIBIT D
LEGENDS PREFERRED VENDORS





LH - Florida Sports Special Event Agreement (Execution Copy)

Final Audit Report

2024-02-12

Created:	2024-02-09
By:	Jacqueline Hightower (jhightower@playinflorida.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6nEcbXoJPh6QZV61mEZXBfAos-mGeN71

"LH - Florida Sports Special Event Agreement (Execution Copy)" History

-  Document created by Jacqueline Hightower (jhightower@playinflorida.com)
2024-02-09 - 9:17:59 PM GMT- IP address: 216.212.228.79
-  Document emailed to Angela Suggs (asuggs@playinflorida.com) for signature
2024-02-09 - 9:18:03 PM GMT
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-  Document e-signed by Angela Suggs (asuggs@playinflorida.com)
Signature Date: 2024-02-12 - 9:42:44 PM GMT - Time Source: server- IP address: 142.190.162.38
-  Agreement completed.
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