



NATIONAL FOOTBALL LEAGUE

STADIUM USE MEMORANDUM OF UNDERSTANDING SUPER BOWL LII

This STADIUM USE MEMORANDUM OF UNDERSTANDING (the "*MOU*"), dated as of March 25, 2014, is by and between the National Football League, an unincorporated association (the "*NFL*"), and the Minnesota Sports Facilities Authority, a Minnesota political subdivision (the "*Licensor*"), which is the owner of the stadium located at 410 Chicago Avenue South, Minneapolis, MN 55415 and currently known as the New Minnesota Multi-Purpose Stadium (the "*Stadium*").

RECITALS

WHEREAS, the NFL has invited ~~Metropolitan~~ Minneapolis (the "*Bid Committee*") to bid for the right to have Minneapolis, Minnesota (the "*Bid City*") serve as the host for Super Bowl LII in 2018 (the "*Designated Super Bowl*");

WHEREAS, the NFL has provided the Bid Committee with a document entitled "NFL Super Bowl Host City Bid Specifications" (the "*Bid Specifications*");

WHEREAS, as a part of the Bid Committee's bid to host the Designated Super Bowl (the "*Bid*"), the Bid Committee has confirmed that the Stadium would be the site for the Designated Super Bowl game; and

WHEREAS, in conjunction with the Bid, ~~Licensor~~ Licensor desires to provide the following irrevocable offer, commitment and assurances to the NFL regarding the use of the Stadium for the Designated Super Bowl.

AGREEMENT

1. The Bid and Bid Specifications; Clean Stadium. Licensor represents, warrants, covenants and agrees that: (a) it has read and understands the provisions of the Bid Specifications and the Bid that relate to the Stadium, (b) the statements made in the Bid Specifications, as modified by the Bid (if applicable), relating to the specifications of the Stadium are true, accurate and complete in all respects and the requirements of the NFL with respect to the specifications of the Stadium as set forth in the Bid Specifications, as modified by the Bid (if applicable), are met by the Stadium as it is currently being constructed and will be operated, and (c) to the extent that the agreement or cooperation of third parties is necessary in order for Licensor to provide the Stadium services described in the Bid Specifications, including, without limitation, labor unions and concessionaires, such third parties will provide such services as contemplated in the Bid Specifications and Licensor will use its best efforts to assist the NFL in negotiating with any such third parties or otherwise

procuring their services in connection with the Designated Super Bowl. Licensor further represents, warrants, covenants and agrees that the NFL will have the right to render the Stadium clean of sponsor advertising, including, on the exterior of the building, in stadium parking lots, and in the seating bowl and stadium concourses for the Designated Super Bowl game and related events held at the Stadium, provided that the NFL will not remove or obscure any architectural signage for any Stadium naming rights sponsor (provided that such sponsorship is for a duration of at least ten years, commencing at least two years prior to Super Bowl LII and ending at least five years after Super Bowl LII), or, if there is no single naming rights sponsor, the NFL will consider existing gate or quadrant naming rights sponsors for exclusion from such requirement.

2. **Irrevocable Offer; Agreement to Enter Into a Long-Form Agreement.** Upon execution of this MOU by Licensor, this MOU shall be deemed a binding and irrevocable offer by Licensor to the NFL for use of the Stadium for the Designated Super Bowl as contemplated by the Bid and the Bid Specifications. If the NFL awards the Super Bowl to the Bid Committee and the Bid City, the NFL and Licensor covenant and agree to enter into a long-form license agreement reflecting the terms set forth in this MOU and the terms and conditions relating to the Stadium set forth in the Bid and the Bid Specifications (the "License"). Without limiting the scope of the prior sentence, the License will incorporate, without limitation, the terms of Section 1 of the Bid Specifications, as modified by the Bid (if applicable), relating to: (a) license dates; (b) staffing and operational costs; (c) temporary installations; (d) food and beverage services and sales; (e) novelties and programs sales; (f) parking; (g) advertising, signage and commercial rights; (h) NFL control over all broadcasting rights; (i) NFL control over all tickets, passes, accreditations or other access credentials; (j) security; (k) field access, condition and painting; (l) NFL control over all Stadium club, restaurant, meeting and hospitality facilities; (m) temporary construction, alterations and procedures for repair of damage to the Stadium; and (n) indemnification provisions and insurance requirements substantially as set forth below. If the Bid contemplates the use of other property owned by Licensor for the NFL Experience or other official NFL events (the "Ancillary Facilities"), the License shall include the use of the Ancillary Facilities as and to the extent set forth in the Bid and the Bid Specifications or the NFL (or an NFL affiliate) and the Licensor shall enter into one or more separate long-form license agreements reflecting the terms and conditions set forth in the Bid and the Bid Specifications relating to the use of such Ancillary Facilities. This MOU shall remain in full force and effect until the full execution of the License and any licenses relating to the Ancillary Facilities.
3. **Use of the Stadium.** Without limitation of Section 2 above, Licensor covenants and agrees that: (a) the NFL shall have the right to use the Stadium for the Designated Super Bowl on the dates and as and to the extent set forth in the Bid Specifications, as modified by the Bid (if applicable), (b) the NFL shall have the right to use the Ancillary Facilities for the other official NFL events as and to the extent set forth in the Bid and the Bid Specifications, if applicable, (c) any rental, license, use or other similar fees for use of the Stadium or Ancillary Facilities are hereby waived, and (d) Licensor will comply with the terms of the Bid Specifications, as modified by the Bid (if applicable), as they relate to the Stadium and the Ancillary Facilities in all respects. Licensor represents, warrants, covenants and agrees that: (i) there are no other events scheduled to take place between January 1,

~~2018 and February 10, 2018,~~ other than NFL games and other than as set forth on Exhibit A, and that Licensor will not enter into any agreements with any third parties to utilize the Stadium or Ancillary Facilities during such period unless consented to in writing by the NFL, and (ii) Licensor has notified the NFL of any currently scheduled events, other than NFL games, scheduled to take place at the Stadium and the Ancillary Facilities between December 1, 2017 and March 15, 2018.

4. **Stadium Trademarks.** If the NFL awards the Designated Super Bowl to the Bid Committee and the Bid City, effective as of execution of this Agreement by the NFL, the NFL and its designees shall have ~~the right, but not the obligation, to use the trademarks, images and logos of the Stadium, as~~ applicable, for the purpose of promoting or broadcasting the Designated Super Bowl and any related events in any manner (including on merchandise) throughout the world in perpetuity without the need to compensate Licensor or any third party. Licensor acknowledges and agrees that, consistent with NFL policy and practice, ~~the NFL has the right to remove any third party branding (including naming rights sponsor signage) from any Stadium images used for commercial purposes.~~ Licensor represents and warrants that it either controls these rights to grant to the NFL or has secured such rights for the NFL.

5. **Indemnification; Damage to Stadium and Ancillary Facilities.**

- (a) Licensor shall indemnify, defend and hold harmless the NFL, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC, NFL Productions LLC, NFL International LLC, National Football League Foundation and each of their respective affiliates and direct and indirect subsidiaries (the "*NFL Entities*"), and each of their respective officers, directors, agents, employees, contractors, sponsors and licensees from and against any and all demands, losses, liabilities, claims, damages, judgments, settlement expenses, costs and expenses whatsoever, including, without limitation, court costs and the reasonable costs of investigation and attorneys' fees (collectively, "*Losses*") arising from or relating to (i) any negligence or willful misconduct of Licensor or Licensor's contractors, employees or agents in connection with preparation for, or the conduct of, the Designated Super Bowl and related events at the Stadium and the Ancillary Facilities, (ii) the conduct of Licensor's other business operations, (iii) any violation of any applicable laws by Licensor or any of Licensor's contractors, employees or agents, including, but not limited to, any disability access laws, rules or regulations and any liquor laws, (iv) any breach by Licensor of any covenant, agreement, representation or warranty of Licensor set forth in this MOU and in License and the licenses relating to the Ancillary Facilities, and (v) the physical or structural conditions in or on the Stadium premises and the premises of the Ancillary Facilities, except to the extent solely caused by the NFL Entities or their employees, contractors or agents.
- (b) The NFL shall indemnify, defend and hold harmless Licensor and its affiliates and subsidiaries, and each of their respective officers, directors, agents, employees and contractors from and against any and all Losses arising from or relating to (i) any negligence or willful misconduct of the NFL or its employees, contractors or agents in connection with the preparation for, or the conduct of, the Designated Super Bowl and related events at the Stadium and the Ancillary

Facilities, (ii) the NFL's violation of any applicable laws in connection with the conduct of the Designated Super Bowl and related events at the Stadium and the Ancillary Facilities, and (iii) any breach by the NFL of any covenant, agreement, representation or warranty of the NFL set forth in this MOU and in the License and the licenses relating to the Ancillary Facilities.

6. **Insurance.** No later than the August 1st prior to the Designated Super Bowl, Licensor shall provide the NFL certificates of insurance evidencing the Required Insurance Policies (as defined below). All such insurance policies shall be carried and maintained through the period commencing on the August 1st prior to the Designated Super Bowl and ending no earlier than the March 31st following the Designated Super Bowl at the sole expense of Licensor, and not subject to reimbursement by any of the NFL Entities, and shall be provided by insurers rated A.M. Best, A-VII or better. Licensor's insurance will be primary with respect to claims covered by such insurance and the NFL's insurance will be non-contributory and excess. The NFL Entities must be named as additional insureds on all of the Required Insurance Policies other than worker's compensation and employer's liability insurance and Licensor's insurers must agree to waive any rights of subrogation they may have against the NFL Entities. When providing the required limit of insurance using a combination of primary and umbrella and/or excess policies, Licensor will confirm on the certificates of insurance that the umbrella and/or excess policies follow form to the primary insurance and will drop down in the event of exhaustion of the primary insurance. Licensor shall provide the NFL thirty (30) days' prior notice of any modification or cancellation of the Required Insurance Policies. The "**Required Insurance Policies**" means:

- (a) Commercial General Liability Insurance, on an occurrence form, including coverage for personal and advertisers injury, products liability, contingent liquor liability, contractual liability, and liability for independent contractors (with no exclusion for beverage alcohol liability or liability arising from food-borne illness). This general liability insurance shall include limits of liability of not less than One Million Dollars (\$1,000,000) combined single limit for any one occurrence and Five Million Dollars (\$5,000,000) aggregate where applicable. A maximum deductible or self-insured retention of One Hundred and Fifty Thousand Dollars (\$150,000) per occurrence shall be allowed.
- (b) All Risk Commercial Property Insurance covering all Stadium property against theft, damage, destruction or loss of personal property and equipment by fire or other casualties, such insurance to be in the amount equal to the full replacement costs of all Stadium property, without depreciation, of such property.
- (c) Business Automobile Liability Insurance for all vehicles utilized or maintained by Licensor and its agents or employees with limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury and property damage endorsed for all owned, non-owned, leased and hired vehicles.
- (d) Worker's Compensation Insurance for Licensor's employees in an amount and form which meets all applicable statutory requirements, and which specifically covers all employees who provide services by or on behalf of Licensor and all employment injury risks to such persons.

- (e) Employer's Liability Insurance in an amount of at least One Million Dollars (\$1,000,000) per occurrence.
- (f) Commercial Umbrella Liability Insurance following the Commercial General Liability, Business Automobile Liability Insurance and Employer's Liability Insurance coverages required above, with no gap in coverage for bodily injury and property damage, with limits of not less than One Hundred and Fifty Million Dollars (\$150,000,000.00) for each occurrence and in the aggregate.

All certificates of insurance shall be sent via registered or certified mail, email or facsimile with a confirmatory copy by first class mail or a reputable overnight delivery service that provides evidence of delivery, and shall be addressed to:

National Football League
c/o CertFocus
P.O. Box 140528
Kansas City, MO 64114
Email: NFL@ [REDACTED]
Fax: (917) 832-1489

- 7. **Termination.** The offer to use the Stadium evidenced by this Agreement shall expire and this MOU shall be of no further force or effect if the NFL awards the Designated Super Bowl to a city other than the Bid City. Additionally, this MOU shall automatically terminate upon the earliest to occur of the following events: (a) the full execution by the parties of the license and any licenses for the Ancillary Facilities, (b) the relocation of the Designated Super Bowl for any reason, including, in the event that the NFL franchise football team which is a resident of the Stadium on the date of this MOU relocates to another Stadium or because the Stadium is currently or at any time prior to the Designated Super Bowl will be under construction and such construction is not likely to be completed by the date required by the NFL. Licensor acknowledges and agrees nothing in this MOU shall be interpreted, construed or deemed to limit any of the rights of the NFL with respect to the decision to award or not award the Designated Super Bowl to the Bid City and the Bid Committee or the decision to relocate the Designated Super Bowl after any award for any reason. This Agreement does not require or obligate the NFL to use the Stadium for the Designated Super Bowl.
- 8. **Severability.** If any provision of this MOU is determined to be illegal, invalid, unenforceable or void for any reason, such provision and the MOU shall be deemed to be modified to the minimum extent necessary to make it legal, valid or enforceable and the remaining provisions of this MOU shall remain in full force and effect.
- 9. **Governing Law.** This MOU shall be governed by and construed in accordance with the laws of the State of New York.

10. **Dispute Resolution.** The NFL and Licensor shall use their best efforts to agree upon any matter which requires mutual consent pursuant to the terms of this MOU and to resolve any conflict between them arising under or in connection with this MOU. Any dispute that cannot be resolved among the parties relating in any way to this MOU, or the performance thereof, shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association applying the Expedited Procedures of such rules. The arbitration shall be conducted in New York, New York. All parties shall continue to perform all of their obligations under this MOU pending the outcome of such arbitration. Each of the NFL and Licensor shall pay one half (½) of the fees and expenses of the arbitrators, unless directed otherwise by the award of the arbitrators.

11. **Notices.** Notices, requests and other communications to be delivered hereunder shall be in writing and shall be deemed delivered: (a) on the day of delivery if personally delivered by hand; (b) three (3) days after deposit with a reputable overnight commercial delivery service maintaining records of delivery, postage prepaid; or (c) on the date of delivery if delivered by facsimile (fax) or email transmission with confirmation of transmission by the transmitting equipment, and addressed as follows, unless changed by written notice:

If to the NFL:

National Football League
345 Park Avenue
New York, NY 10154
Phone: (212) 875-5000
Fax: (212) 681-7581
Email: Frank.Supovitz@[REDACTED]
Attention: Frank Supovitz
Senior Vice President, Events

If to Licensor:

Minnesota Sports Facilities Authority
400 Chicago Avenue South
Minneapolis, MN 55415
Phone: (612) [REDACTED]
Fax: (612) 332-8334
Email: Michele.Kelm-Helgen@[REDACTED]
Attention: Michele Kelm-Helgen
Chair

12. **Counterparts.** This MOU may be executed in any number of counterparts, all of which taken together shall constitute one and the same document. Signatures sent by facsimile or by other commonly used electronic means (e.g., PDF) shall be deemed original signatures.

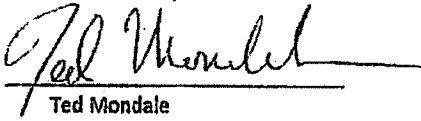
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IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized officers effective on the day and year first written above.

LICENSOR:

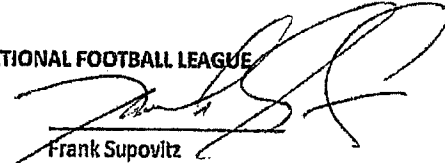
By: 
Michele Kelm-Helgen
Chair

Date: 3/25/14

By: 
Ted Mondale
CEO/Executive Director

Date: 3/25/14

NATIONAL FOOTBALL LEAGUE

By: 
Frank Supovitz
Senior Vice President, Events

Date: 5/22/14

APPROVED
NFL Legal & Business Affairs

