

Marketing Partnership Agreement

THIS MARKETING PARTNERSHIP AGREEMENT (the “Agreement”) is entered into as of the Effective Date (as defined in Paragraph 3.3.22, below) by and between **Detroit Tigers, Inc.** a Michigan corporation (the “Company”), whose address is 2100 Woodward Avenue, Detroit, MI and **Polk County**, a political subdivision of the State of Florida (the “County”), situated at 330 W. Church Street, Bartow, Florida 33830.

WHEREAS, the Company, through Major League Baseball’s Spring Training and their overall year-round operations in Lakeland, Florida produces more than \$65 Million in economic impact, having conducted Spring Training in Polk County for a total of 87 years, with the last 59 years at Publix Field at Joker Marchant Stadium; and

WHEREAS, the County, by and through its Tourism & Sports Marketing Division- (“PCTSM”) promotes tourism and economic development within Polk County, and Spring Training attracts tourists domestically and internationally to Polk County each year; and

WHEREAS, the County collects revenues pursuant to Section 125.0104, Florida Statutes, the Local Option Tourist Development Act (the “Act”), which it must use according to the requirements contained therein; and

WHEREAS, the Act permits the County to use the collected revenues to promote and advertise tourism in the State of Florida, nationally, and internationally; and

WHEREAS, the Company and the City of Lakeland (the “City”) are, on or about even date herewith, entering into a Second Modification of Spring Training Facility Lease and Use Agreement (the “City Agreement”); and

WHEREAS, the Company has requested and the County has agreed, conditioned upon the full execution of the City Agreement, to act as a sponsor of the 2023-2029 Detroit Tigers Seasons.

NOW, THEREFORE, in consideration of the mutual covenants and agreements stated herein, the parties hereby agree, as follows:

ARTICLE 1

OBLIGATIONS OF THE COUNTY

The County shall perform or provide the following to the Company, or shall cause the following to be performed or provided to the Company with respect to each of the 2024, 2025, 2026, 2027, 2028, 2029, 2030 Major League Baseball “Seasons”:

1.1 Cash Sponsorship Fee. The County will pay the Company a Sponsorship Fee of \$280,000 for each Season, as defined above, that the Company conducts Spring Training in Lakeland, Florida, payable to the Company by May 1st of each year this Agreement is in effect.

1.2 Special Events

In consultation with Company including review of all sponsorship and promotional materials:

- The County, through PCTSM, will be responsible for planning and executing the annual Tiger Barbeque event, held in February each year.
- The County, through PCTSM, will be responsible for planning and executing the annual Major League Scramble golf event, held in February each year.
- The County, through PCTSM, will be responsible for planning and executing the annual Trip with the Tigers event, usually conducted between April and September each year.

ARTICLE 2

OBLIGATIONS OF DETROIT TIGERS, INC.

The Company shall perform or provide the following to the County, or shall cause the following to be performed or provided to the County with respect to each Season:

2.1 Special Events

- The Company shall assist the County in securing the venue, at no cost to the County, for the annual Tiger Barbeque event.
- The Company shall assist the County in securing special food and beverage pricing for the annual Tiger Barbeque event.
- The Company shall assist the County by providing players, alumni, front office personnel and other Company-related personnel to participate in the annual Major League Scramble event.
- The Company shall assist the County by providing memorabilia, in the form of autographed bats (4), autographed baseballs (12) and autographed jerseys (2) and

other Company-related items for the annual Major League Scramble event, to be used by the County as prizes for participants in the event.

2.2 Facility Rental/Usage

2.2 Tigertown Field Usage

- Subject to availability, and so long as it does not interfere with Company baseball operations, the Company, will provide the County usage of fields at Tigertown for no more than four (4) events totaling nine (9) dates per year, for each year of the Agreement. There shall be no fee for use of the fields.

2.3 Marketing/Advertising Deliverables and Assets

2.3.1 The County and the Company shall provide to each other the marketing, advertising, promotional inventory, signage, deliverables and other assets as set forth and further described in Addendum 1 to this Agreement, attached hereto and incorporated herein by reference.

ARTICLE 3

TERMS AND CONDITIONS

3.1 Non-association and Limitation

The County agrees that the Company is the sole owner of certain names, trademarks, copyrights and logos, both unregistered and registered, and has the right to certain names, symbols, emblems, designs and colors, controlled and/or sponsored by the Company, hereinafter collectively referred to as "Marks."

Subject to written approval of Company in each instance, the Company hereby grants the County a license to use the Marks in its media, advertising and other promotions of Polk County as a tourist and visitor destination in accordance with the terms and condition of this Agreement. The County shall only use the Marks as they are designed and colored. Through its permitted use, the County shall not acquire any ownership or any other interest in the Marks.

The County agrees that the rights granted to it hereunder do not include the right to the use of the Marks in any other way unless specifically authorized by the Company and that the rights granted to the County hereunder shall be non-assignable and nontransferable in whole or in part without the written authorization of the Company.

The County shall not utilize any of the rights granted to it by the Company under the terms of this Agreement except in connection with the 2023-2029 Seasons. Without limitation upon or

impairment of the foregoing, it is expressly understood such rights shall in no manner be utilized for or in connection with any other program or event.

3.2 Indemnity

The Company shall be fully responsible for the negligent acts or omissions or any intentional tortious acts of its directors, officers, employees, contractors, volunteers or agents which result in claims or suits against the County (to include its agents, officials, and employees), and the Company shall be liable, defend, indemnify, keep, save, and hold harmless the County for any damages, injuries, loss, or expense, including, but not limited, to the costs of investigation, defense, reasonably attorneys' fees, costs and expenses, that are proximately caused by said acts or omissions.

The County, to the extent permitted by relevant law and without in any manner waiving its rights of sovereign immunity or increasing the liability limits set forth in Section 768.28, Florida Statutes, shall be fully responsible for the negligent acts or omissions of its directors, officers, employees, volunteers or agents acting within the scope of their employment which result in claims or suits against the Company (to include its agents, officials, and employees), and, as expressly limited above, the County shall be liable, defend, indemnify, keep, save, and hold harmless the Company for any damages, injuries, loss, or expense, including, but not limited, to the costs of investigation, defense, reasonably attorneys' fees, costs and expenses, that are proximately caused by said acts or omissions.

3.3 General

1. During the term of this Agreement, the Company shall maintain sufficient levels of liability, casualty, property and all other types of insurance coverages necessary and consistent with the scope of its undertakings, obligations, and responsibilities with respect to the 2023-2029 Seasons. The Company's Commercial General Liability Policy shall (by endorsement if necessary) provide contractual liability coverage for the Company's indemnity stated in Paragraph 3.2, above.
2. If either party materially defaults in its obligations under this Agreement, and fails to cure after notice and reasonable opportunity to cure, then the non-defaulting shall have the right to (i) immediately terminate this Agreement by delivering written notice to the defaulting party, and (ii) pursue any and all remedies available in law, equity, and under this Agreement.
3. **LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE WHATSOEVER INCLUDING LOSS OF PROFIT, WHETHER FORESEEABLE OR NOT, ARISING OUT OF OR RESULTING FROM THE NONPERFORMANCE OR BREACH OF THIS CONTRACT WHETHER BASED IN CONTRACT, COMMON LAW, WARRANTY, TORT, STRICT LIABILITY, CONTRIBUTION, INDEMNITY OR OTHERWISE.**

4. The parties shall comply with all applicable laws and regulations in performance of the terms of this Agreement. Any violation of applicable laws or regulations shall constitute a material breach of this Agreement, and shall entitle the nonoffending party to immediately terminate this Agreement upon delivery of written notice of termination to the offending party.
5. If any term or provision, or any portion thereof, of this Agreement, or the application thereof to any person, entity or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
6. The Company and County shall be and act as independent contractors, and under no circumstances shall this Agreement be construed as one of agency, partnership, or joint venture. Each party shall be solely responsible for the conduct of its respective employees, agents and volunteers in connection with the performance of its obligations hereunder.
7. Any notice, list, approval, disapproval, or demand required or permitted by any provision of this Agreement shall be in writing and shall be deemed to have been sufficiently given or served for all purposes when sent by regular mail or by certified mail, return receipt requested, all postage and other charges prepaid, addressed as follows:

<u>If to Polk County:</u> Polk County Tourism & Sports Marketing Attn: Director 2701 Lake Myrtle Park Road Auburndale, FL 33823	<u>If to Detroit Tigers, Inc.:</u> Detroit Tigers, Inc. 2100 Woodward Ave. Detroit, MI 48201
---	---
8. This Agreement constitutes the entire agreement between the parties hereto and shall not be amended, except in writing signed by all parties hereto. The parties acknowledge that the parties have negotiated this Agreement at arms length with adequate representation on an equal basis, and the filing of a suit challenging the negotiated terms of this Agreement by either party shall be deemed a default and this Agreement shall be terminated as provided herein.
9. The titles or headings of the various Articles, sections and paragraphs hereof are intended solely for reference and are not intended, and shall not be deemed, for any purpose whatever to modify, explain or replace any construction upon any provisions of this Agreement.
10. This Agreement is being delivered and executed in the State of Florida and shall be construed and enforced in accordance with and governed by the laws thereof. Any

litigation with respect to the Agreement shall be brought only in the courts of Polk County, Florida, or in the United States District Court, Middle District of Florida, located in Hillsborough County, Florida.

11. The parties may not assign this Agreement, or any rights or obligations hereunder, in whole or in part, without the prior written consent of the other party, which written consent may be withheld for any reason.
12. The parties shall mutually cooperate with each other in the performance of the terms of this Agreement and to timely take all steps or acts contemplated herein.

Each of the persons executing this Agreement warrant and represent they have full right and authority to execute this Agreement on behalf of their respective parties and that, when so executed, this Agreement shall constitute a binding agreement between the parties hereto.

13. The Company warrants that it has not employed or retained any company or person, other than a bona fide employee or agent working solely for the Company to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee or agent working solely for the Company any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right at its sole discretion to terminate this Agreement without liability and to deduct from the Agreement price or to otherwise recover the full amount of any such fee, commission, percentage, gift or consideration.
14. Either party shall be temporarily excused from performance if an Event of Force Majeure directly or indirectly causes its nonperformance. Within five (5) days after the occurrence of an Event of Force Majeure, the impacted party shall deliver written notice to the other party describing the event in reasonably sufficient detail and how the event has precluded the impacted party from performing its obligations hereunder. The impacted party's obligations, so far as those obligations are affected by the Event of Force Majeure, shall be temporarily suspended during, but no longer than, the continuance of the Event of Force Majeure and for a reasonable time thereafter as may be required for the impacted party to return to normal business operations. If excused from performing any obligations under this Agreement due to the occurrence of an Event of Force Majeure, the impacted party shall promptly, diligently, and in good faith take all reasonable action required for it to be able to commence or resume performance of its obligations under this Agreement. During any such time period the impacted party shall keep the other party duly notified of all such actions required for it to be able to commence or resume performance of its obligations under this Agreement. An "Event of Force Majeure" means any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes but is not limited to fire,

floods, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, Major League Baseball strike or lockout, sabotage, and governmental actions.

15. The Company acknowledges that (i) the County is subject to the Florida Public Records Law (Chapter 119, Florida Statutes) requiring the County to release public records to members of the public upon request, and (ii) documents, papers and other material pertaining to this Agreement may become part of a "public record" as defined under the Florida Public Records Law which are available for personal inspection and copying by any person. The Company will not disclose any documents or information that is specifically exempt from disclosure pursuant to the Florida Public Records Law and all other applicable laws.
16. The Company acknowledges and confirms that if the conditions stated in Section 287.133 of the Florida Statutes relating to conviction for a public entity crime applies to the Company, then this Agreement will terminate, be void and of no further effect without need of any action from the County.
17. The Company shall not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, or national origin and will insure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited, to the following: employment; upgrading; demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
18. The Company shall not employ or utilize unauthorized aliens in the performance of this Agreement. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for the County to unilaterally terminate this Agreement.
19. In connection with any dispute or any litigation arising out of, or relating to this Agreement, each party shall be responsible for its own legal and attorneys' fees, costs and expenses, including attorneys' fees, costs, and expenses incurred for any appellate or bankruptcy proceedings.
20. Except for any termination caused by the Company's material default of this Agreement, upon an early termination of this Agreement, the Company shall be entitled to retain any Sponsorship Fee amount that the County has paid to the Company as of the date the Agreement is terminated. Upon termination of this Agreement, the County's obligations to pay any unpaid portion of the Sponsorship Fee shall terminate. For the avoidance of doubt, and except as provided in Section 14, any failure of the Company to conduct Spring Training in Lakeland, Florida for any Season during this Agreement, shall constitute a material default of this Agreement, and in such event, the Company shall not be entitled to receive or

retain, as applicable, any portion of the Sponsorship Fee for that particular Season. Further, in the event that the City Agreement is terminated by either the City or the Company during the term of this Agreement, then this Agreement shall automatically terminate, effective as of the date of termination of the City Agreement, and shall be of no further force or effect, unless as specifically amended by the parties hereto, via a duly executed amendment to this Agreement.

21. The term of this Agreement shall commence on the date (the "Effective Date") of its execution by the Chairman, Board of County Commissioners and shall continue thereafter through December 31, 2030.
22. If any provision of this Agreement is invalid under any applicable statute or rule of law, it is to that extent to be deemed omitted, and the remaining provisions of the Agreement shall remain intact.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK; THE AGREEMENT CONTINUES ON THE FOLLOWING PAGE WITH THE PARTIES SIGNATURES.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals as of the Effective Date.

Attest:

DETROIT TIGERS, INC.

By: _____
Corporate Secretary



Ryan Gustafson
EVP & COO, Ilitch Sports & Entertainment

[Print Name]

Date: _____

SEAL

ATTEST:

STACY M. BUTTERFIELD
CLERK OF THE BOARD

POLK COUNTY, a political
subdivision of the State of Florida

By: _____
Deputy Clerk

By: _____
W.C. Braswell, Chairman
Board of County Commissioners

Date Signed By Chairman _____

Reviewed as to form and legal sufficiency:

County Attorney's Office Date

ADDENDUM NO. 1
to Marketing Partnership Agreement

CONTRACT TERM

- Seven (7) year Partnership
- Starting with the 2024 Tigers season

PARTNERSHIP ELEMENTS – Each Year of the Partnership

- Mutually agreed upon concourse signage at Comerica Park
- Five (5) Tabling Nights Each Season
- Presenting Sponsor of Fan Appreciation Weekend
- Giveaway Sponsor – Mutually agreed upon giveaway – Cost of the giveaway is included
- EVI Mound Signage (5 Games)
- EVI Home Plate Signage (5 Games)
- \$5,000 Ticket Escrow – Each year of the partnership for VCF/Client Use
- Visit Central Florida receives first right of refusal for Title Sponsorship rights of any future TigerFest events

INVESTMENT SUMMARY

Investment	Yearly Investment: \$280,000 each year of the partnership
-------------------	--