



# **SCHOOL BOARD ACTION REPORT**

**DATE:** Sept. 23, 2019  
**FROM:** Ms. Denise Juneau, Superintendent  
**LEAD STAFF:** Fred Podesta, Chief Operations Officer  
[fhpodesta@seattleschools.org](mailto:fhpodesta@seattleschools.org), 206-252-0102  
Ronald Boy, Senior Assistant General Counsel  
[rdboy@seattleschools.org](mailto:rdboy@seattleschools.org), 206-252-0114

**For Introduction:** Oct. 16, 2019  
**For Action:** Nov. 6, 2019

## **1. TITLE**

Approval of Property Alterations Valued at \$400,000 at Memorial Stadium

## **2. PURPOSE**

This Board Action Report details \$400K in property alternations to Memorial Stadium that Alpha Entertainment, LLC (“XFL”) would like to make as a tenant.

## **3. RECOMMENDED MOTION**

I move that the School Board authorize the Superintendent to approve property alterations valued in the amount of \$400,000 to be made by Alpha Entertainment to Memorial Stadium as detailed in the rental agreement attached to the School Board Action Report.

## **4. BACKGROUND INFORMATION**

### **a. Background**

The XFL, a professional football league owned by Alpha Entertainment, has requested to rent the district’s Memorial Stadium for their Seattle Dragons team practice and training sessions. The property will be used by the XFL as a practice and training facility from December through April of each year. To bring the property up to their standards as a professional practice facility, the XFL has asked to make alterations to the property at their own expense, which will become the property of the district upon installation. The alternations are valued at \$400,000 and would include updates to communication equipment, significant locker room upgrades including new lockers, flooring, and improved ventilation, an ice machine, commercial laundry equipment, etc. In addition to providing a better facility for the XFL’s Seattle Dragons to practice in, the updates should also benefit the student athletes who use Memorial Stadium.

### **b. Alternatives**

Not approve the property alterations. This is not recommended. Not approving the property alterations will prevent the district from receiving upgrades to Memorial

Stadium that will benefit student athletes, will likely cause the team to not rent the stadium causing a loss of anticipated revenue, and creates an impediment to the establishment of a new Seattle professional sports franchise.

c. **Research**

Not applicable.

**5. FISCAL IMPACT/REVENUE SOURCE**

Fiscal impact to this action will be \$400,000 in property alterations. Although not part of this action, the district will receive approximately \$200,000 in revenue from rental fees associated with the rental agreement which will be deposited into the general fund.

Expenditure:  One-time  Annual  Multi-Year  N/A

Revenue:  One-time  Annual  Multi-Year  N/A

**6. COMMUNITY ENGAGEMENT**

With guidance from the District's Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

**7. EQUITY ANALYSIS**

Not applicable.

**8. STUDENT BENEFIT**

By approving this motion, the district would demonstrate the value of Memorial Stadium while gaining improvements to the stadium, which would include updates to communication equipment, upgrades to locker rooms including ventilation, flooring, and new lockers, an ice machine, commercial laundry equipment, etc. These improvements will provide a benefit to the student athletes who use the stadium.

**9. WHY BOARD ACTION IS NECESSARY**

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. 6114, Gifts, Grants, Donations, & Fundraising Proceeds, provides the Board shall approve this item
- Other: \_\_\_\_\_

**10. POLICY IMPLICATION**

Per Board Policy No. 6114, Gifts, Grants, Donations, & Fundraising Proceeds., any gift of any type having a total value of \$250,000 or greater will be subject to Board approval. Here, the property alterations are valued at \$400,000 and will become the district’s property after installation. Also, the associated rental agreement is in line with the requirements of Board Policy No. 4262, Community Use of Memorial Stadium.

**11. BOARD COMMITTEE RECOMMENDATION**

This motion was discussed at the Operations Committee meeting on Oct. 3, 2019. The Committee reviewed the motion and recommended it move forward for approval.

**12. TIMELINE FOR IMPLEMENTATION**

Upon approval of this motion, the Agreement will be executed, and work will begin to make the alterations to the Memorial Stadium property.

**13. ATTACHMENTS**

- XFL Memorial Stadium Rental Agreement (detailing property alterations for approval)



# STADIUM RENTAL AGREEMENT

## SEATTLE SCHOOL DISTRICT NO. 1

### AND

## ALPHA ENTERTAINMENT, LLC

This Rental Agreement ("Agreement") is entered into effective as of the last date of authorized signature ("Effective Date") between Seattle School District No. 1, a Washington municipal corporation ("District"), and Alpha Entertainment, LLC ("XFL") a limited liability corporation, together, the "Parties", to memorialize the promises, terms and conditions of the Parties in relation to the XFL's rental of the District's Memorial Stadium ("Property") located at 401 5th Avenue North in Seattle, Washington 98109 for team operations, practice, and training sessions.

FOR AND IN CONSIDERATION of the rent herein reserved and in further consideration of the mutual promises, terms and conditions hereof, the parties hereby agree as follows:

#### I. RENTAL OF STADIUM

- a. General. The District has agreed to rent the Property to XFL for certain limited uses, times and dates, as detailed herein, and in return, XFL will pay the District a rental fee based on the fee schedule on the fee schedule in Exhibit D. The District reserves the right, and the XFL acknowledges and agrees, to replace the Exhibit D fee schedule with the then current rental rates prior to the commencement of any Rental Period described in Section V, Term by giving written notice.
- b. Rent Commencement. Rent for each Rental Period will commence upon the first day of the applicable Rental Period.
- c. Rental Rate. Rent shall include all XFL use of the premises, including common area maintenance, field use, tent space, locker rooms, parking and other facilities further described and depicted on plans attached hereto as Exhibit A – Premises, Exhibit A.2 Premises Plan Tents, Exhibit A.2 Premises Plan South End, Exhibit A.2 Premises Plan North, and Exhibit B – Practice Field (except for space, which is not depicted on the exhibits). Rent shall be based on the actual use and billed monthly based upon the fee schedule set forth in Exhibit D.
- d. Property Usage: Training Sessions. The practice field depicted in on **Exhibit B - Practice Field**, which shall be configured in the layout depicted on **Exhibit B - Practice Field**, and shall otherwise be in the condition to be mutually agreed upon by the Parties,

for the XFL's exclusive use during each Use Period (8:00 A.M – 3 P.M. on the date that the Premises is scheduled to be used by XFL). For all Training Sessions, District will permit XFL's players, coaches and staff to park up to fifty (50) vehicles in the District-owned parking lot located adjacent to the Property with applicable fees as stated in Exhibit D.

e. Locker Room and Operations Usage. XFL will be provided exclusive use of two (2) Locker Rooms that are to be improved by XFL and Operations Space denoted in red on **Exhibit A.2 Premises Plan South End** and **Exhibit A.2 Premises Plan North**, and the tents as depicted on **Exhibit A.2 Premises Plan Tents**, each as further described in **Exhibit A – Premises**, for XFL's exclusive use at all times during the Term. XFL will be permitted access to the Locker Rooms between the hours of 7am and 4pm.

f. Storage. XFL will be permitted to XFL items in a District designated storage facility in periods between Seasons.

g. Retain Rights. District retains the sole right to use or the lease the Property and all related facilities at all such times not in use by XFL under the terms of this Agreement. XFL shall not make any other use of the Property except as set forth herein or as approved in writing by District.

## II. ALTERATIONS AND ADDITIONS

a. Consent Required. The XFL shall not, without District's prior written consent, make any alterations or additions in, on, or about the property ("Alterations"). Consent for Alterations shall not be unreasonably withheld, conditioned, or delayed. At the end of the Term of this Agreement or upon sooner termination, regardless of District's consent for such changes, District may require that Tenant remove any of the XFL's Alterations or utility installations at the expiration of the Term, and to restore the property to their prior condition.

b. Agreed Alterations. The District provides their consent to the XFL for the Alterations detailed in the attached Exhibit C – Scope of Work. In addition to the improvements described in **Exhibit C-Scope of Work**.

c. Property of District. The XFL agrees that the Alterations described in Exhibit C will become the property of the District upon receipt. The XFL and District agree that the approximate value of the Alterations to the property is \$400,000.

d. Seasonal Alterations. The XFL agrees that the tents and the entire contents of the tents ("Seasonal Alterations") to be placed on the Property and detailed in the Exhibit A.2 will removed from the Property at the end of each Rental Period. The Seasonal Alterations may be set up on the property prior to the commencement of the subsequent Rental Period on a date agreed to by both of the Parties, but no earlier than October 15 or each year.

III. OTHER REQUIREMENTS

- a. Keys. The District will re-key existing locks and provide two (2) keys for each door for all doors and locks within the dedicated XFL spaces at the Property. XFL will assign the keys to specific XFL staff, each of whom will be provided training on their appropriate use and care. The XFL will promptly return all keys upon termination of each Rental Period and will not allow copies to be made of the keys at any time. Further, the XFL agrees to report any lost keys to the District by end of the next business day following recognition of the loss.
- b. Locks. The District will install coded cypher locks at all entry points intended for XFL to gain access to the Property.
- c. Billing. District will bill XFL on the first day of each month for all use of the Property in the prior month. XFL will remit payment to District within 30 days of receipt of invoice. District and XFL will meet on a monthly basis to review its Property use in the prior month.
- d. Partner Benefits.
  - i. Scholarship Fund. XFL will hold a pre-season game each Season in which XFL will raise money for the District's Seattle Schools Scholarship Fund. The Seattle Schools Scholarship Fund ("Fund") awards scholarships to graduating seniors of Seattle Public Schools who have overcome significant life challenges to achieve their dreams. The XFL will recognize the Fund in any advertising for the event, and will work with District representatives to optimize the focus of the event.
  - ii. Tickets. XFL will provide District with 100 tickets of their choosing for each regular-season home game each XFL Season.
  - iii. Student Clinics. XFL will provide up to three (3) 90-minute football training clinics for District students or teams. Each clinic will be limited to a maximum of 50 participants.
- e. Alcohol, Tobacco, Firearms, and Drugs. The XFL acknowledges that as a property of a public school district, alcohol, tobacco, illegal drugs (including marijuana), and firearms are not permitted on the Property, or any property of the District. The XFL agrees that prohibited items will not be possessed, used, or distributed by XFL agents, contractors, licensees, employees, and invitees while on the Property. Violation of this section will constitute grounds for immediate termination of this Agreement.
- f. Security. The XFL shall be solely responsible and liable for security and at all times have on hand a sufficient police or security force to maintain order and protect persons and property during its use of the Property. District reserves the right to

establish minimum security force requirements. District also reserves the right to eject any objectionable person(s) from the Property and upon District's exercise of that right, XFL hereby waives any right or claim to damages against District for such ejection.

XFL is solely responsible for the character, acts and conduct of any person(s) entering the Property during XFL use and for all acts and omissions of XFL, XFL's agents, contractors, licensees, or employees. XFL shall be responsible for restraining any employee, agent or any other person from entering or damaging areas of the Property not leased by XFL.

IV. RESPONSIBLE PARTIES

a. District designates Pat McCarthy or his successor as the primary contact for day-to-day issues (such as scheduling, etc.) and Kathy Johnson or her successor as the primary contract for Agreement-related issues (such as billing and potential defaults of the Agreement). XFL designates \_\_\_\_\_ the primary contact for day-to-day issues (such as scheduling, etc.) and \_\_\_\_\_ as the primary contract for Agreement-related issues (such as billing and potential defaults of the Agreement).

V. TERM

The Commencement Date for the first Term shall be December 1, 2019 as to the First Rental Period. The term of this Agreement shall be the following two (2) five (5)-month Rental Periods:

First Rental Period	December 1, 2019 – April 30, 2020
Second Rental Period	December 1, 2020 – April 30, 2021

Tenant shall have two (2) options to renew the Term for an additional five (5)-month Rental Period each upon the same terms and conditions as the First and Second Rental Periods, but at current District rental rates for the Property. Tenant shall exercise the renewal option for the first renewal Rental Period, if at all, by providing notice on or before September 1, 2021, and with respect to the second renewal Rental Period, if at all, by providing notice on or before September 1, 2022.

VI. TERMINATION

If XFL defaults in the payment of the rental fees herein specified, or if XFL materially defaults in the performance of any other terms of this Agreement and is unable to cure any such default within 5 working days after written notice by the District, the District may terminate this Agreement upon 48 hours written notice to XFL and remove from the Property all persons and XFL property. Additionally, the District may terminate this MOU with written notice, effective immediately, if it determines that such action is necessary for the health, safety, or education of its students or staff. Such termination shall not release XFL from the obligation to pay the

full amount of the rental fees incurred or defend and indemnify the District as required by this Agreement.

## VII. ADDITIONAL PROVISIONS

a. Utilities and Maintenance. District, at District's expense, shall furnish electric lighting for ordinary use only (which shall include lighting for Match Days), water by means of the installed appliances for ordinary toilet, laundry and showering purpose only, and all necessary janitorial services for cleaning, servicing and maintaining the Property.

b. Care of Property and Responsibility for Damages. XFL shall not injure or mar or in any manner deface any part of the Property, including but not limited to driving or permitting to be driven nails, hooks, tacks, or screws into any part of the buildings, structures, fields or stands, or making or allowing to be made any alterations or changes of any kind to the Property or building or constructing anything requiring the use of nails or screws on the Property except as provided in this Agreement, or as permitted in writing by District.

XFL shall not use or permit the use of any water closet or other water apparatus for any purpose other than that for which it was constructed and intended, and no sweeping, rubbish, rags, papers or other such substance shall be thrown herein.

While the Property is under XFL's custody and control, XFL is responsible for keeping all non-participants and unauthorized persons off the artificial surface field at all times.

All participants using the artificial surface field shall be required to wear a molded sole shoe or tennis shoe.

Crepe paper, soft drinks, gum, coffee, food and other similar items that may stain or damage the artificial surface shall be kept off the field.

No animals of any kind shall be allowed on the Field.

No motor vehicles shall be allowed on the artificial surface field without prior permission of the Coordinator of Athletics.

If during the term of this lease, any portion of any building, structure, stand, field, or grounds forming part of the Property is damaged by the act, omission, default, or negligence of XFL or XFL's agents employees, patrons, guests or any person admitted to the Property by XFL, XFL shall pay to the District, within 30 days of request, such sum as shall be necessary to restore the premises to the condition existing at the time XFL took possession of the Property.

c. Compliance with Rules and Regulations. The XFL shall comply fully with all District rules and policies, Federal and State statutes, and local city or county ordinances



for the government and management of the Property provided to XFL now or hereafter in force in respect to the Property and XFL's activities therein. If XFL's attention is called to any violation of District policies or rules, Federal and State statutes, or local city or county ordinances by XFL or XFL's employees, or any person admitted by XFL to the Property, XFL will immediately desist from and correct the violation.

d. Fire Safety. XFL shall not use oil, camphene, kerosene, naphtha, gasoline, or any other burning fluids for mechanical or other purposes, or any agent other than electricity for illuminating the Property without the prior written consent of the Coordinator of Athletics. XFL shall not use or allow the use of any fireworks of any kind upon the Property without prior written permission from District.

e. Lost and Found. District shall have the sole right to collect and have custody of articles left on the Property. All such items shall be turned into the Stadium Manager, or the custodian's office, at the northeast corner of the field level.

f. Access. District's agents and employees shall at all times have the right to enter into any part of the Property.

#### VIII. INSURANCE AND INDEMNIFICATION

a. Insurance. XFL shall procure commercial general liability insurance with limits of \$1,000,000 (ONE MILLION DOLLARS) per occurrence and \$2,000,000 (TWO MILLION DOLLARS) annual aggregate and an umbrella liability policy with limits of \$5,000,000 (FIVE MILLION DOLLARS) per occurrence. The Certificate of Insurance shall name the Seattle School District as an additional insured and shall be delivered to the Coordinator of Athletics, Seattle School District No. 1, Athletic Office, 401 Fifth Ave. No., Seattle, WA 98109 at least two (2) working days prior to the commencement date of this Agreement. The policy shall provide that it shall not be canceled or altered without ten (10) days prior written notice to the Seattle School District's Coordinator of Athletics.

b. Indemnification. XFL agrees to indemnify, defend and hold District harmless as provided herein to the maximum extent possible under law. Accordingly, XFL agrees for itself, its agents, successors, and assigns, to defend, indemnify, and hold harmless District, its appointed and elected officials, and its employees and agents, from and against liability for all claims, demands, suits, and judgments, including costs of defense and attorney fees thereof, for injury to persons, death, or property damage which is caused by, arises out of, or is incidental to XFL's exercise of rights and privileges granted by this Agreement, except to the extent of District's negligence. The Lessee's obligations under this section shall include, without limitation:

i. The duty to promptly accept tender of defense and provide defense to the District at XFL's own expense, including attorney fees;

- ii. Indemnification of claims made by XFL's own employees, contractors, or agents; and
- iii. Waiver of XFL's immunity under the industrial insurance provisions of Title 51 R.C.W. but only to the extent necessary to indemnify District, which waiver has been mutually negotiated by the parties.

In the event it is necessary for District to incur attorney's fees, legal expenses or other costs to enforce the provisions of this section, all such fees, expenses and costs shall be recoverable from XFL and shall be paid within ten (10) days of written demand.

In the event it is determined that R.C.W. 4.24.115 applies to this Agreement, XFL agrees to defend, hold harmless, and indemnify District to the maximum extent permitted thereunder. Further, XFL agrees to defend, indemnify, and hold the District harmless for claims by XFL's employees and agrees to waive, as respect to the District only, its immunity under Title 51 R.C.W., which waiver has been mutually negotiated by the parties.

The indemnification provisions of this Agreement shall survive the expiration or termination of this Agreement with respect to any event that occurs prior to, or on the date of, such expiration or termination.

#### IX. NOTICES

All notices contemplated or required under this MOU shall be in writing and delivered by hand or U.S. Mail as follows:

To the District:

Real Estate Supervisor  
Seattle School District No.1  
PO Box 34165, MS 23-365  
Seattle, WA 98124-1165

and to:

Office of Legal Counsel  
Seattle School District No.1  
PO Box 34165, MS 32-151  
Seattle, WA 98124-1165

To Alpha Entertainment:

X. MISCELLANEOUS PROVISIONS

- a. Entire Agreement. This Agreement constitutes the entire agreement between the parties, and supersedes all prior oral or written agreements, commitments, or understandings concerning the matters provided herein.
- b. Amendment. Modifications to this Agreement must be in writing and be signed by each party.
- c. Governing Law. The terms of this Agreement shall be interpreted according to and enforced under the laws of the State of Washington. The parties agree that any judicial proceedings will take place in Seattle, Washington.
- d. Severability. If any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will not be affected, but continue in full force.
- e. Assignment and Subleased. XFL shall not assign its rights or responsibilities under this Agreement or sublet any portion of the Property without the written permission of the District in its sole discretion.
- f. Non-Waiver. Any express waiver or failure to exercise promptly any right under this Agreement will not create a continuing waiver or any expectation of non-enforcement.
- g. Counterparts. The parties agree that this Agreement may be executed in one or more counterparts, each of which shall constitute an enforceable original of the Agreement, and that facsimile signatures shall be as effective and binding as original signatures.
- h. Excise Tax. XFL agrees to pay leasehold excise tax to the District if such tax is applicable to this Agreement.
- i. Compliance with Laws. In using the Premises, XFL will comply with all Applicable laws, ordinances, and regulations from any and all authorities having jurisdiction.
- j. No Liens. XFL shall not allow any liens to attach to any property of the District.
- k. No Warranties. Except as expressly provide otherwise in this Agreement, the property and facilities are provided and XFL accepts such premises "AS IS". EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THE LEASE AGREEMENT, DISTRICT DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PREMISES, AND NO OFFICIAL, EMPLOYEE,

REPRESENTATIVE OR AGENT OF DISTRICT IS AUTHORIZED OTHERWISE. Except as expressly provided herein, District shall not have any obligation to XFL to make any changes or improvements, or to incur any expenses whatsoever for the maintenance, monitoring, repair or remediation of the Property.

I. Attorney Fees. The prevailing party in such suit shall be entitled to recover, as part of any judgment, such amount as the court shall determine reasonable as attorneys' fees for the prevailing party in litigation, together with taxable costs.

By signing below, each signatory represents that is the authority to execute this Agreement. For the District, only the Superintendent is authorized to sign.

SEATTLE SCHOOL DISTRICT NO. 1

ALPHA ENTERTAINMENT

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Denise Juneau  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
\_\_\_\_\_  
Printed Name

Superintendent  
\_\_\_\_\_  
Title

\_\_\_\_\_  
\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Memorial Stadium Agreement Exhibits

## Exhibits A through D

Seattle Public Schools is committed to making its online information accessible and usable to all people, regardless of ability or technology. Meeting web accessibility guidelines and standards is an ongoing process that we are consistently working to improve.

While Seattle Public Schools endeavors to only post documents optimized for accessibility, due to the nature and complexity of some documents, an accessible version of the document may not be available. In these limited circumstances, the District will provide equally effective alternate access.

For questions and more information about this document, please contact the following:

Mary Cauffman  
Executive Administrative Assistant for Operations  
[macauffman@seattleschools.org](mailto:macauffman@seattleschools.org)

Exhibits A, A.2 and B shows the XFL's usage of Memorial Stadium during their lease term. Exhibit C shows the scope of work. Exhibit D provides the property fees.



**Exhibit A - Premises**

**Seasonal Premises – Dedicated and Exclusive to XFL Football Operations**

Plan Rm Number	Room Type	Function	XFL Spaces - Proposed	USF
C8	Football	Locker Room A	Dedicated - Seasonal	479
C9	Football	Locker Room A Toilet	Dedicated - Seasonal	133
C10	Football	Locker Room A	Dedicated - Seasonal	329
C11	Football	Players Lounge A	Dedicated - Seasonal	288
C13	Football	Locker Room A Shower	Dedicated - Seasonal	184
C14	Training & Recovery	Training Room	Dedicated - Seasonal	479
C15	Training & Recovery	Hot/Cold Tubs	Dedicated - Seasonal	168
C16	Training & Recovery	Training Room	Dedicated - Seasonal	286
C18	Football	Equipment Storage	Dedicated - Seasonal	329
C19	Football	Toilet	Dedicated - Seasonal	137
C20	Coaching	Coaches Locker Room	Dedicated - Seasonal	365
C21	Building	Stairs	Dedicated - Seasonal	
C22	Coaching	Coaches Toilet	Dedicated - Seasonal	48
C23	Coaching	Coaches Shower	Dedicated - Seasonal	24
C25	Football	Equipment Storage	Dedicated - Seasonal	485
C26	Football	Toilets	Dedicated - Seasonal	140
C27	Football	Equipment Storage	Dedicated - Seasonal	323
C28	IT Equipment	Video/IT Room??	Dedicated - Seasonal	288
C29	Football	Laundry	Dedicated - Seasonal	189
C30	Football	Locker Room B	Dedicated - Seasonal	477
C31	Football	Locker Room B Toilet	Dedicated - Seasonal	141
C32	Football	Locker Room B	Dedicated - Seasonal	324
C33	Football	Players Lounge B	Dedicated - Seasonal	289
C34	Football	Locker Room B Shower	Dedicated - Seasonal	185
P100	Parking	70 Parking Spots	Dedicated - Seasonal	
P101	Field	Main Field	Dedicated - Seasonal	
<b>Z0001</b>		<b>Field House GSF</b>		<b>6,090</b>
P102	Football	Tent - Meals/Team Meeting	Dedicated - Seasonal	1500
P103	Football	Tent - Meeting Room 1	Dedicated - Seasonal	800
P104	Football	Tent Meeting Room 2	Dedicated - Seasonal	400
P105	Football	Tent - Meeting Room 3	Dedicated - Seasonal	400
P106	Training & Recovery	Tent - Weight Room	Dedicated - Seasonal	3000
P107	Football	Tent - Meeting Room 4	Dedicated - Seasonal	400
P108	Football	Tent - Meeting Room 5	Dedicated - Seasonal	400
P109	Football	Tent - Meeting Room 6	Dedicated - Seasonal	200
P110	Football	Tent - Meeting Room 7	Dedicated - Seasonal	200
P111	Football	Supplemental Field Equipment Storage - 2x Conex	Dedicated - Seasonal	600
<b>Z0002</b>		<b>Supplemental GSF</b>		<b>7,300</b>
<b>Z0003</b>		<b>Total GSF</b>		<b>13,390</b>

Exhibit A.2 Premises Plan Tents

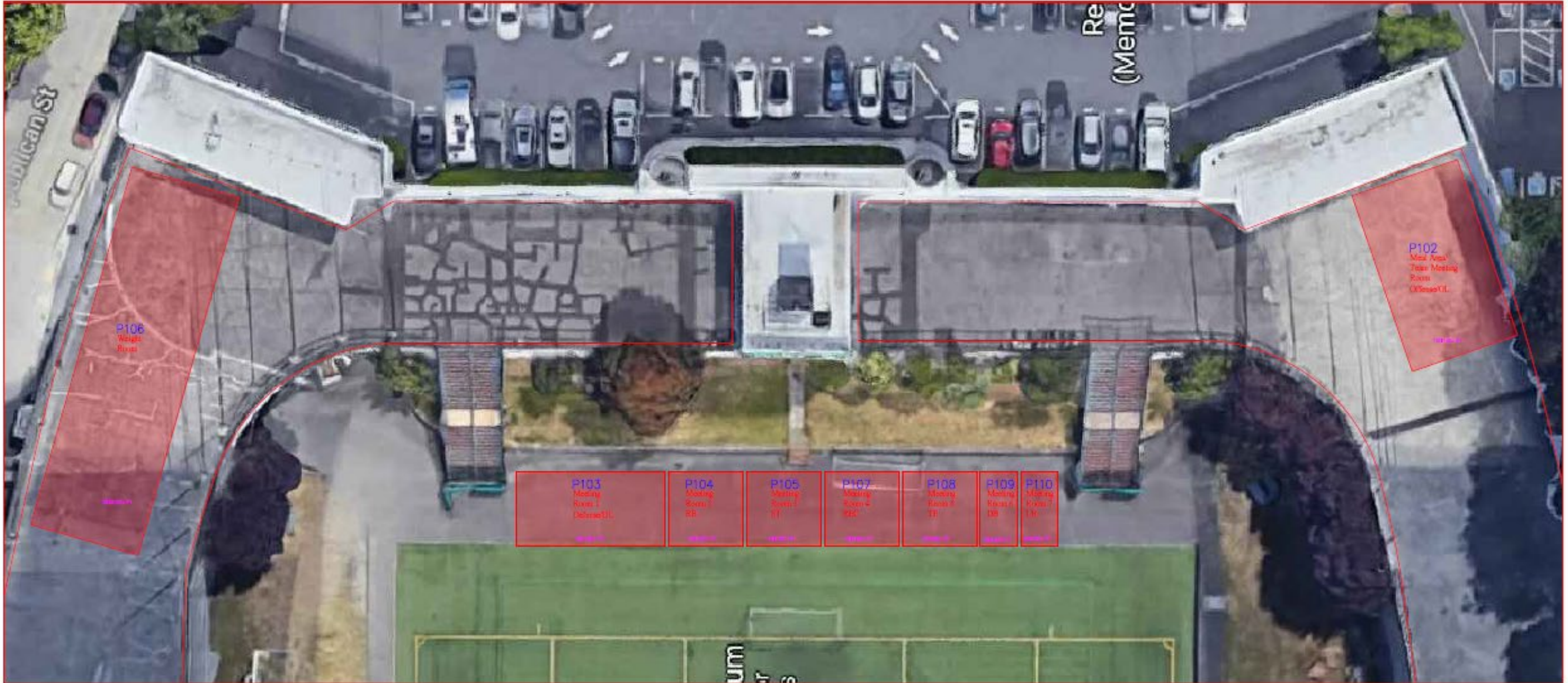
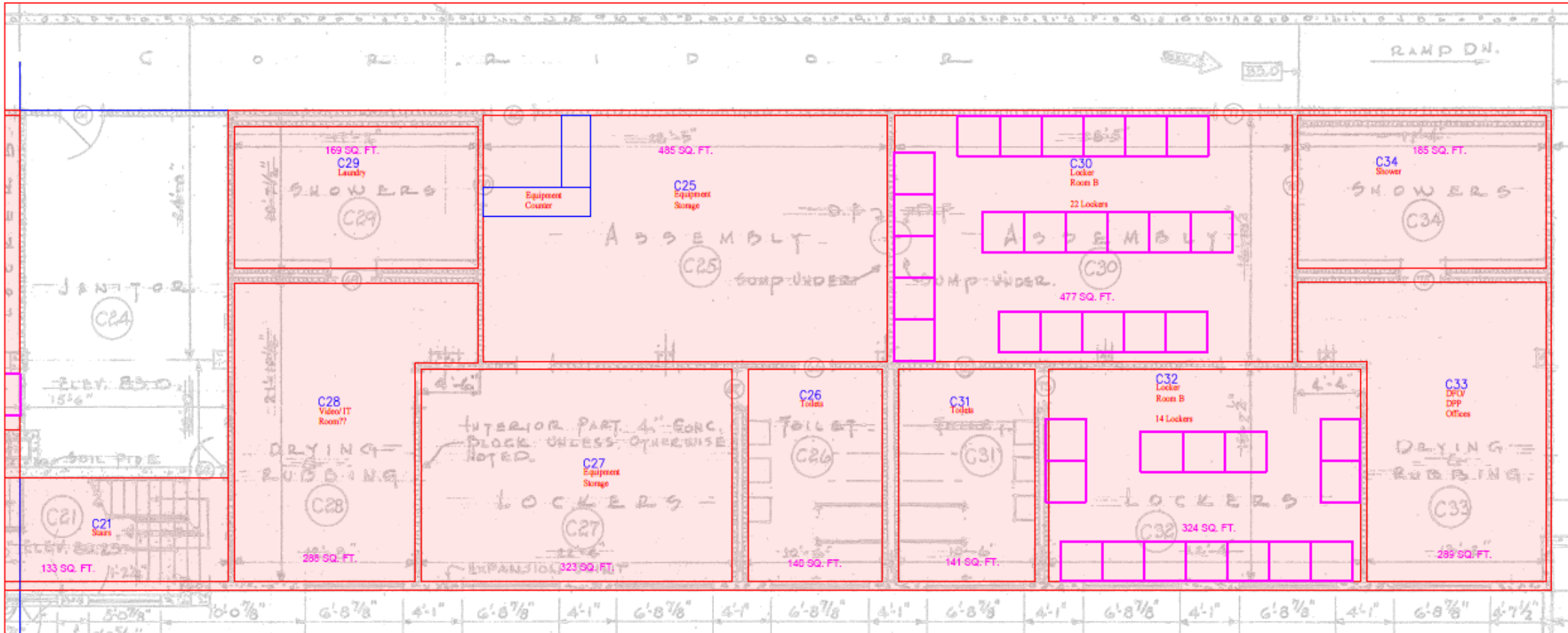


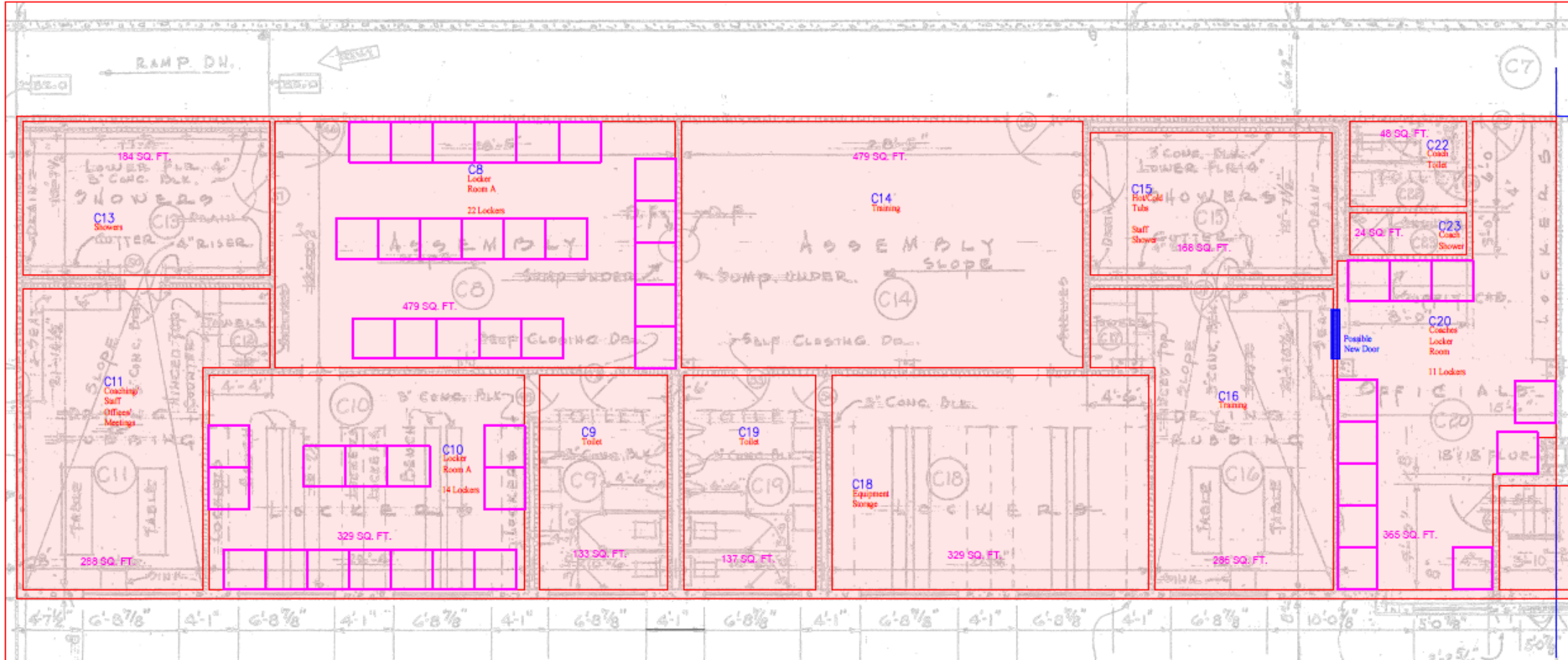
Exhibit A.2 Premises Plan South End



XFL Football Operations - Dedicated Seasonal



Exhibit A.2 Premises Plan North



■ XFL Football Operations - Dedicated Seasonal

Exhibit B – Practice Field





**Exhibit C – Scope of Work**

Scope of Work	Tenant Improvements	Landlord's Work	Notes / Comments
<b>General – Applicable to all XFL Premises:</b>			
<ul style="list-style-type: none"> <li>Remove LL's belongings including furniture, deep clean and make ready all XFL seasonally dedicated spaces</li> </ul>		X	At Landlord's cost and expense
<ul style="list-style-type: none"> <li>Test operation of all building systems &amp; equipment supporting XFL Premises and make repairs or replacements as necessary, e.g. HVAC, lighting, plumbing fixtures, water heaters, elevators, doors &amp; door hardware, locks, fire alarm, audio-visual and video equipment, etc.</li> </ul>		X	At Landlord's cost and expense
<ul style="list-style-type: none"> <li>Repair, replace or install additional furniture as needed to supplement existing, e.g desks, workstations, chairs, filing, shelving, etc.</li> </ul>	X		
<ul style="list-style-type: none"> <li>Install warehouse and football equipment storage room shelving, cabinets, racks, etc. for football gear &amp; equipment</li> </ul>	X		
<ul style="list-style-type: none"> <li>Provide video production, editing and storage equipment and as necessary install new supportive cabling</li> </ul>	X		
<ul style="list-style-type: none"> <li>Install new Field House Network fiber, and Ethernet cable system to support XFL's use on a dedicated network.</li> </ul>	X		
<ul style="list-style-type: none"> <li>Provide additional audio visual and presentation systems &amp; equipment in conference and meeting rooms, e.g. flat panel monitors, projectors and cabling</li> </ul>	X		
<ul style="list-style-type: none"> <li>Install fans, vent, etc to address air circulation and ventilation at the Field House. No ventilation exists.</li> </ul>	X		
<b>Security &amp; General Access Control to all XFL Premises:</b>			
<ul style="list-style-type: none"> <li>Re-key existing locks and provide (2) keys for each door for all doors and locks within and securing the dedicated XFL spaces.</li> </ul>		X	At Landlord's cost and expense
<ul style="list-style-type: none"> <li>Install coded cypher locks at all XFL Premises entry points</li> </ul>		X	At Landlord's cost and expense
<b>Improvements at XFL Premises:</b>			
<ul style="list-style-type: none"> <li>Construct 1<sup>st</sup> floor Video &amp; IT MDF room in C28</li> </ul>	X		



<ul style="list-style-type: none"> <li>• Add (2) fractional (¾) ton mini-split a/c systems</li> <li>• Install (4) 240 3-phase 30-amp twist lock receptacles for rack power</li> <li>• Install (2) #6 awg grounds on ground bar (at building steel and cold water)</li> <li>• Install (2) 4x8 sheet of plywood on back wall</li> </ul>			
• Add Commercial Laundry equipment in C29	X		
• Add ice machine and hot/cold tubs with plumbing in C15	X		
• Install lockers in C20 to furnish the Coaches Locker Room	X		
• Install lockers in C8, C10, C30, C32 to furnish the Locker Room	X		
• Erect a 1,500 SQFT space to accommodate the weight room.	X		
• Erect a 1,500 SQFT space for meeting space and meals area	X		
• Erect 6 meeting room tents ranging from 800 SQFT to 200SQFT	X		
• 2 (300sqft each) 40' Conex Storage Containers for field equipment storage	X		
• Repaint, re-floor and make repairs to finishes as necessary within the entire XFL Premises that is to be seasonally dedicated for XFL use	X		
• Build a counter in C25 to facilitate the distribution of equipment from the equipment room	X		
• Add a door between C16 and C20 to connect the coach's locker room to the training area	X		
• Electrical service connections to individual temporary structures	X		
• Install IT Network equipment and cabling for distribution to all temporary structures	X		



**Exhibit D – Rate Card**

**Seattle Rate Card:**

- Stadium Field - \$85 per hour
- Lights - \$20 per hour
- Custodian - \$47.21 per per hour per person
- Garbage - \$400 per month
- Press Box/PA \$50 per day
- Scoreboard \$50 per day
- Locker Rooms - \$50 per day
- Parking – \$10 per stall per day
- Rent - \$7 per square foot