

JACKIE ROBINSON TRAINING COMPLEX

MASTER USE AGREEMENT

THIS USE AGREEMENT (“Agreement”) is made and entered into this 12 day of December 2023 (the “Effective Date”), by and between **Verotown, LLC**, a Delaware limited liability company whose principal place of business is located at 3901 26th Street, Vero Beach, Florida, 32960 (“Licensor”), and **South Oldham High School**, whose principal place of business is located at 5901 Veterans Memorial Pkwy, Crestwood, KY 40014. (“Licensee”).

In consideration of the following mutual promises, covenants and agreements hereinafter set forth, Licensor and Licensee hereby agree as follows:

1. Definitions. In addition to the terms defined throughout this Agreement, the following shall be defined as described below.

- (a) “Coaching Staff”: Any participating team’s employees, staff, coaches, managers, volunteers, medical and training personnel.
- (b) “Equipment”: Any equipment required (including, but not limited to, bats, balls, gloves, uniforms, and gear used by teams and equipment used by medical personnel) to participate in the Event.
- (c) “Event”: As defined in the applicable Addendum.
- (d) “Event Dates”: As defined in the applicable Addendum.
- (e) “Indemnified Parties”: Licensor, the other MLB Entities and their respective owners (direct and indirect), shareholders, directors, officers, employees, agents, representatives, members, heirs, successors and assigns.
- (f) “Licensed Area”: Any field, hotel room, meeting room or any other space or additional service provided by Licensor to Licensee for use during the Event, as described herein and in the applicable Addendum.
- (g) “Licensee Parties”: Licensee and any of its participating teams, and their respective Coaching Staffs, players, and invited guests.
- (h) “Master Account”: Licensee’s running tab of costs and expenses.
- (i) “MLB Entities”: Licensor, the Major League Baseball Clubs and any entity, whether now existing or formed after the date hereof, that is owned by a majority of the Major League Baseball Clubs and/or one or more of the entities directly or indirectly owned by a majority of the Major League Baseball Clubs, including, but not limited to, each of the following entities: the Office of the Commissioner of Baseball, Major League Baseball Properties, Inc., The MLB Network, LLC, MLB Media Holdings, L.P., MLB Advanced Media, Inc., MLB Advanced Media, L.P., Tickets.com, LLC, and each of their respective present and future affiliates, successors and assigns.
- (j) “Premises”: Complex known as of the Effective Date as the Jackie Robinson Training Complex in Vero Beach, Indian River County, Florida (which may from time to time include any satellite locations used for the Event as required).

(k) “**MLB Marks**”: (i) names, word marks, logos, uniform designs, mascots, images, trade dress, stylized lettering and numbering, stylizations, characters, symbols, designs, likenesses, visual representations, domain names and/or other intellectual property relating to or associated with, owned, controlled, first used and/or applied for in and/or registered with the U.S. Patent and Trademark Office by any of the MLB Entities for any and all goods or services, (ii) colors and color combinations of any of the MLB Entities when used in connection with or in relation to such MLB Entity, (iii) any other MLB Entity-related indicia, including, without limitation, significant dates in the history of such MLB Entity, the past, current and future geographic location of any of the MLB Entities, the past, current and future stadiums of any of the MLB Entities, and/or significant achievements of any of the MLB Entities, when used in connection with or in relation to such MLB Entity, and/or (iv) any other baseball-related indicia when used in connection with or in relation to any of the MLB Entities. For purposes of this definition and **Section 9** below, “use” includes, but is not limited to, trademark, fair, incidental, descriptive or functional uses.

2. **Term.** This Agreement covers Licensee’s use of the Premises until such time as this Agreement is terminated pursuant to Section 6 below (the “Term”).

3. **License of Premises.** Subject to all of the terms and conditions of this Agreement, Licensor hereby grants to Licensee a limited, non-transferable, non-sublicensable, conditional and non-exclusive license to occupy and use only the Licensed Area, which is a portion of the Premises, together with ingress and egress thereto. In no event shall the Licensee Parties have access to the general administrative and executive space or hotel rooms used exclusively by Licensor or its assignees or any other area of the Premises not specifically included in the Licensed Area.

4. **Permitted Use.** During the Term, Licensee shall request certain use of the Premises as mutually agreed by the parties that are detailed in separate written addenda to this Agreement and signed by Licensor and Licensee (each, an “Addendum”), provided that the terms and conditions of this Agreement apply to all use of the Premises, whether or not the parties have signed an Addendum hereto.

(a) **The Event.** Licensee will use the Premises only to conduct the Events pursuant to the terms of this Agreement and any applicable Addendum, and will not use or permit the Premises to be used for any other purpose. Licensee will obtain any and all permits and licenses, comply with all applicable rules and pay any and all taxes, fees and charges prescribed by federal, state and local laws, ordinances, rules and regulations which pertain to or arise in connection with the Licensee Parties' use of the Premises, Licensee’s presentation of the Event or Licensee’s business operations. Licensee shall not, and will cause the other Licensee Parties not to, do or permit anything on or about the Premises which will in any way (i) damage the Premises, obstruct or interfere with the rights of Licensor, and other assignees or occupants of the Premises, or (ii) allow the Premises to be used for any unlawful purpose. The Licensee Parties will not cause, maintain or permit any nuisance in or about the Premises or commit or allow any waste in or upon the Premises. In no event will Licensee enter or use any area, part, service or facility other than the Licensed Area without first obtaining Licensor’s explicit consent and approval.

(b) **Non-Exclusive Use.** Licensee expressly acknowledges that the Premises and areas therein may or will be used by Licensor for the installation, holding or presentation and removal of activities, events and engagements other than the Event, and that in order for the Premises to be operated as efficiently as practicable it may be necessary to have available the use of services and facilities of the Premises, including, but not limited to, entrances, exits, truck ramps, receiving areas, staging areas, storage areas, passenger and freight elevators and club and concession areas, to be scheduled or shared. Licensor will have full, complete and absolute authority to establish the schedules for the use and availability of such services and facilities and to determine when and the extent to which the sharing of any such services and facilities is necessary or desirable, and Licensee agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined.

- (c) **No Representations or Warranties with Respect to Premises.** Licensee acknowledges and understands that Licensor makes no representation or warranty, either express or implied, as to the condition, fitness, merchantability or suitability of any part of the Premises. Licensee acknowledges that it has had an opportunity to inspect the Premises and is satisfied with the current condition, fitness and order thereof and accepts them as such. In addition to the foregoing, commencement of the use of the Premises by Licensee will be conclusive evidence against Licensee that the Premises were in good repair and in satisfactory condition, fitness and order when such use commenced.
- (d) **Background Checks.** Licensee shall conduct, or represents and warrants that it has conducted within the twelve (12) months preceding each Event, a background check in accordance with state and local law on all adult persons (“**Adult**”), whether Licensee’s hired workers or volunteers, including but not limited to, coaches, managers, staff, administration, and medical or training personnel, and any Coaching Staff, who will have access or contact with any person under eighteen (18) years of age participating in the Event (“**Minors**”). The background check must, at a minimum, include a county/state/province-wide, where applicable, criminal background check through the appropriate governmental agencies (unless prohibited by law), based on at least one of the following: Authorized Adult’s address history or Social Security Number, as well as (ii) a search of the applicable government operated statewide and nationwide sex offender registries.

Given the unique risks and requirements inherent in any manner of participation in the Event, Licensee shall not permit any Adult to participate in any manner with the Event if such Adult’s background check reveals that the individual: i) has a criminal conviction (including a plea of no contest or *nolo contendere*), civil judgment, or finding by a court or credible investigative body that the individual committed any act, however classified, that would constitute child abuse, including but not limited child sexual abuse, neglect, or physical abuse; or ii) is listed as a registered sex offender on any state or federal registry. Beyond the enumerated offenses, Licensee must assess individually the results of each Adult’s background check to determine whether any of the Adult’s prior conduct poses a safety risk to the Event or any Minors. Licensee shall make available for potential review upon request by Licensor any records demonstrating the satisfaction of this background check obligation.

In addition, to the extent that any individual associated with the Licensee will have extensive interaction with Minors during the Event (including but not limited to oversight, supervision, chaperone duties, coaching, medical or training duties, or interaction in locker rooms or other sensitive areas), Licensee shall require that any such Adult (i) successfully complete child abuse prevention and mandatory reporting training within the twelve (12) months preceding the applicable Event (Options for this training include the SafeSport Trained course (found at <https://safesporttrained.org?KeyName=FMLB-ayHgma>) or USA Baseball’s Abuse Awareness for Adults (found at <https://www.usabdevelops.com/ItemDetail?iProductCode=OCAA&Category=ONLINE>) (Licensor can provide updated hyperlinks to Licensee upon request throughout the Term), and (ii) review and acknowledge the MLB Youth Program Protection Policy: Summary for Authorized Adults. Licensee shall make available for potential review upon request by MLB any records demonstrating the satisfaction of this training by such individuals. Licensee shall make available for potential review upon request by Licensor any records demonstrating the satisfaction of this training by such individuals.

Licensor may immediately suspend or terminate this Agreement for failure to comply with this Section 4(d).

5. **Fees & Costs.**

(a) **Fees & Costs.** In consideration for the use of the Premises as described herein, Licensee agrees to pay Licensor a license fee without demand or offset, for the grant of this license and the use of the Premises, plus other fees and charges as outlined in the applicable Addendum and further described in this **Section 5** in

accordance with the schedule set forth in the applicable Addendum (the “License Fee”). The following shall apply to all payments by Licensee throughout the Term:

- i. Payments must be made in cash, bank check, credit card or wire transfer. Credit card payments will incur a five percent (5%) service charge for every transaction.
- ii. All fees quoted and outlined in this Agreement, and which may be added to Licensee’s total amount payable, do not include and are subject to tax charges. Any such amounts will be included on the invoice payable to Licensor by Licensee.
- iii. Room and tax charges, meeting space charges, food service charges, sports facilities charges and any additional special service charges will be billed to the Master Account.
- iv. Licensee hereby authorizes Licensor to utilize the credit card on file connected to the Master Account to pay any additional charges not listed in the applicable Addendum, should any be incurred by Licensee during or after the Event, including, but not limited to, (i) use of additional services as listed in this Agreement or any applicable Addendum; (ii) termination of this Agreement as described in Section 6(d); or (iii) expenses resulting from damages, missing items, excessive cleanup, rule violation, or time spent on the Premises extending beyond the terms of this Agreement and/or the applicable Addendum.
- v. In the event that any charges remain unpaid after thirty (30) days from the date of the invoice, Licensee agrees to pay, in addition to the balance due to Licensor, a late payment charge on the remaining balance equal to the lesser of one and one-half percent (1.5%) per month and the maximum amount allowable by law will be applied until paid in full, plus reasonable costs of collection, including attorney’s fees.
- vi. If Licensee is a tax-exempt organization, a copy of Licensee’s current Florida tax exemption certificate should be provided to Licensor prior to arrival or tax will be collected.

No refund shall be issued to Licensee if Licensee reduces their group size and/or anticipated use of the Premises following execution of this Agreement and/or any applicable Addendum; provided however that any increase in the group size, or anticipated use of the Premises shall result in additional fees which shall be paid in accordance the applicable Addendum to this Agreement. All fees and rates are estimates and are subject to change. All fees and rates are additionally subject to applicable state and local taxes, fees and assessments.

(b) Lodging. Licensor agrees that it will use commercially reasonable efforts to provide lodging accommodations in the quantities and at the rates set forth in the applicable Addendum based on availability.

(c) Sports Facilities. Licensee agrees to provide Licensor with a complete group itinerary no later than the date set forth in the applicable Addendum. The itinerary is to include the following: arrival and departure times, and requested meal times, field lining specifications, field training times and any additional group requirements. Upon receipt of such itinerary, but no later than the first day of the Event, Licensor will provide Licensee with a schedule of use for the Sports Facilities. Should Licensee require additional Sports Facilities than that set forth in the applicable Addendum, Licensee will incur additional charges. Licensee will incur a charge of \$100.00 per hour for lighting to be utilized on any field.

Licensor reserves the right, in its sole discretion, to (i) make all final decisions regarding the use of any Sports Facilities; and (ii) decide to perform maintenance on any such Sports Facilities, including, but not limited to, such maintenance performed as a result of inclement weather. Should any Sports Facilities be deemed unplayable by Licensor, Licensee may request field drying services (“Drying Services”) through Licensor. In the event Licensee requests Drying Services, Licensor shall provide Licensee with an estimate of costs associated with field drying materials, labor and equipment used to reestablish field readiness. Should Licensor and Licensee agree to proceed with Drying Services, Licensee shall bear the full cost thereof. For the avoidance of doubt, following the completion of such

Drying Services, (i) Licensor reserves the right to make any final decisions regarding the use of any Sports Facility pursuant to this Section 5(c), and (ii) all costs charged for Drying Services are non-refundable.

- (d) **Food and Beverage Services.** Licensee and Licensor shall agree to the food and beverage functions listed in the applicable Addendum. All food and beverages served in the meeting and function rooms must be purchased through Licensor and dispensed only by Licensor's servers. Licensor shall make reasonable efforts to accommodate reasonable menu requests from Licensee; provided that the menu shall ultimately be determined in Licensor's sole discretion. There will be no refunds for missed meals.
- (e) **Labor, Equipment & Special Services.** Licensee shall provide their own Equipment and personnel, including, but not limited to, medical and training personnel, at its own expense.

For any additional labor, equipment and special services not referenced explicitly in this Agreement or any applicable Addendum, Licensee agrees to reserve through Licensor and use such additional labor, equipment and special services in accordance with all rules and regulations associated with such reservations and rentals. Licensee acknowledges that any labor, equipment and special services may cause Licensee to incur additional charges. If Licensee requires golf carts, three weeks' notice will be given to Licensor by Licensee to arrange such rental. Licensor will add the entire cost of the golf carts plus a twenty percent (20%) service charge to Licensee's Master Account. Only golf carts arranged for rentals by the Licensor will be allowed on the Premises.

The Licensee Parties will be responsible for any and all transportation to and from the Premises.

- (f) **Vendors.** Third-party vendors, including, but not limited to, sponsors, merchants and concessionaires ("Vendors"), are not permitted on the Premises without Licensor's prior written approval thereof. Licensor shall provide Licensee with an estimate of costs associated with such space for use by Vendors (each a "Vendor Space"). Each Vendor Space will be designated by Licensor in its sole discretion prior to the Event. All Vendors must (i) adhere to all federal, state and local laws; (ii) follow Licensor's rules, regulations and standards of conduct; and (iii) provide proof of compliance with the insurance requirements attached as Exhibit B hereto. Licensee is responsible to Licensor for all acts and omissions of Vendors.

Any Vendor not approved by Licensor, or which does not abide by the stipulations set forth in this Section 5(f) will not be permitted onto the Premises or removed, accordingly.

6. Cancellation and Termination; Force Majeure; Communicable Disease.

- (a) **Cancellation by Licensor.**
- i. Licensee's use of the Premises for the Event is subject to cancellation or adjustment by Licensor for any reason upon thirty (30) days advance written notice.
 - ii. Furthermore, Licensee's use of the Premises for the Event is subject to cancellation or adjustment by Licensor at any time without notice if due to weather, field conditions or safety concerns as determined by Licensor in Licensor's sole discretion.
 - iii. Licensor is responsible for Event cancellation, suspension and resumption of activity decisions due to weather, field or facility safety concerns.
 - iv. In the event Licensor terminates this Agreement under this Section 6(a), Licensor will return to Licensee any Initial Deposit or payments made in accordance with the terms of this Agreement, prorated for the amount of time, if any, that Licensee had the Premises available to it hereunder. The return of the Initial Deposit to Licensee under this paragraph will be Licensee's sole remedy in the event of termination hereunder and Licensee and its attendees expressly waive any and all claims for

damage or compensation in the event this Agreement is terminated pursuant to this paragraph.

(b) Termination by Licensor for Breach. Licensor may terminate this Agreement without penalty of obligation of refund during the course of the Term upon the occurrence of any of the following events, which shall each constitute a material breach of the Agreement by Licensee:

- i. Licensee has failed to perform any of the terms or conditions, or otherwise comply with any material condition, of this Agreement or any applicable Addendum and has not reasonably corrected the compliance failure in accordance with the following schedule:
 - i. as soon as reasonably practical, but in no event more than ten (10) days after being given notice by Licensor, should such notice be given more than eleven (11) days prior to the start date of the Event; or
 - ii. as soon as reasonably practical, but in no event later than twenty-four (24) hours prior to the start date of the Event, should such notice be given ten (10) days or less prior to the start of the Event; or
 - iii. as soon as reasonably practical, but in no event more than twelve (12) hours after learning of such basis, should such notice be given after the start of the Event.

In the event of termination for breach by Licensor in accordance with this subsection 6(b), Licensor shall have the right to compensation for loss or damages thereby sustained and shall retain all its rights at law and in equity. Furthermore, if Licensee abandons the Premises during an Event, Licensor, in addition to all other rights and remedies it may have, shall have immediate right to terminate this Agreement and, if such termination occurs during the Event, the right to enter the Licensed Area and shall ensure that all remaining Licensee Parties and property are removed therefrom. Licensee agrees to pay on demand all expenses (including reasonable attorneys’ fees and disbursements) incurred by MLB Entities in enforcing any obligations of the Licensee Parties under this Agreement.

(c) Termination by Licensor.

- i. In the event Licensee must cancel this Agreement for any reason other than a Force Majeure Event (as defined in Section 6(d)), Licensee must provide Licensor prompt written notice of such cancellation. Licensee will still be responsible to pay Licensor the percentage of the License Fee according to the appropriate cancellation timeframe as set forth in the following chart.

Written Notice Received from Licensee:	Assessment Charge:
90 days or more from first day of the Event	25% of License Fee
60 to 89 days from first day of the Event	45% of License Fee
30 to 59 days from first day of the Event	60% of License Fee
14 to 29 days from first day of the Event	75% of License Fee
2 to 13 days from first day of the Event	95% of License Fee
48 hours or less from scheduled Event	100% of License Fee

- ii. Upon the execution of the applicable Addendum setting forth Event details, Licensor will confirm Licensee’s accommodations. In the event Licensee requests, after the execution of the applicable Addendum, to reduce the number of Event Dates or reduce the number of Licensee’s attendees under this Agreement (collectively, “Attrition”) for any reason other than a Force Majeure Event, Licensee must provide Licensor prompt written notice of such Attrition. In the event of Attrition, Licensee

will still be responsible to pay to Licensor (i) the pro rata portion of the License Fee corresponding to the number of Event Dates and Licensee’s attendees unaffected by the aforementioned written notice, and (ii) the amount of Licensee revenue lost by Licensor as a result of any such Attrition (“Lost Revenue”) reduced as set forth in the following chart.

Written Notice Received from Licensee:	Assessment Charge:
90 days or more from first day of the Event	45% of Lost Revenue
60 to 89 days from first day of the Event	60% of Lost Revenue
45 to 59 days from first day of the Event	75% of Lost Revenue
30 to 44 days from first day of the Event	90% of Lost Revenue
Within 29 days from first day of the Event	100% of Lost Revenue

(d) Force Majeure. The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the reasonable control of either party, such as (i) war within the continental United States, (ii) acts of God, government regulations, inclement weather, natural disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), curtailment of transportation facilities, civil disorder or terrorist attack, any of which reasonably and directly prevents at least fifty-one (51%) of anticipated participants of the Event from attending, or reasonably causes a partial or full closure of the Premises, or (iii) any other verifiable and unavoidable emergency local to Licensor or Licensee’s primary place of business making it illegal or impossible to continue with the Event (each, a “**Force Majeure Event**”). For the avoidance of doubt, any circumstance relating to efforts to contain or prevent Communicable Disease (as defined below) shall not qualify as a Force Majeure Event hereunder. The ability to terminate this Agreement without liability pursuant to this Section 6(d) is conditioned upon prompt delivery of written notice to the other party setting forth the basis for such termination. In the event of a termination of this Agreement for any of the reasons in this Section 6(d), any Initial Deposit made will be returned to the Licensee within sixty (60) days after the receipt of appropriate notice. Notwithstanding the foregoing, Licensor may recover its actual costs incurred in connection with this Agreement prior to such a Force Majeure Event (“Incurred Costs”), which amounts may be retained by Licensor from the Initial Deposit. The return of the Initial Deposit to Licensee under this paragraph (less any Incurred Costs) will be Licensee’s sole remedy in the event of termination hereunder and Licensee expressly waives any claim for damage or compensation in the event this Agreement is terminated pursuant to this Section 6(d).

(e) Communicable Disease Prevention.

- i. **Partial Event Cancellation.** In the event that in connection with efforts to contain or prevent Communicable Disease, as defined below (“Communicable Disease Prevention”) (i) any government or regulatory authority with the power to direct Licensor, (ii) Licensor or (iii) any other MLB Entity, in its discretion, directs, orders, requires or otherwise causes the cancellation of any portion of the Event or other activities such that such portion of the Event is no longer possible, practical, permitted or required for any such Event or other activity (each a “Partial Event Cancellation”), then each party shall be relieved from its respective rights and obligations herein with respect to such portion of the Event so cancelled, including, without limitation, any payment obligations with respect to such portion of the Event.
- ii. **Total Event Cancellation.** In the event that in connection with Communicable Disease Prevention (i) any government or regulatory authority with the power to direct Licensor, (ii) Licensor or (iii) any other MLB Entity, in its discretion, directs, orders, requires or otherwise causes the cancellation of the Event or other activities such that either party’s obligations hereunder are no longer possible, practical,

permitted or required with respect to the entire Event (“Total Event Cancellation”), then this Agreement shall terminate, and each party shall be relieved from its respective rights and obligations herein, including, without limitation, any payment obligations as of the date on which this Agreement is terminated pursuant to this paragraph.

- iii. **Postponed Event.** In the event that instead of any Partial Event Cancellation or a Total Event Cancellation, a portion of the Event is, or entire Event is, postponed due to Licensor or government activity in furtherance of Communicable Disease Prevention, the parties shall work together in good faith to complete or hold the Event on the terms set forth herein pursuant to a revised schedule to be mutually agreed upon by the parties, provided, however, it is understood that if the parties are unable to come to an agreement or if such postponement extends past the end of the calendar year in which the Event was originally scheduled for, then each party shall be relieved from its respective rights and obligations herein, including, without limitation, any payment obligations with respect to the Event. For purposes of this Agreement, “Communicable Disease” is COVID-19, any strains, variants, or mutations thereof, the coronavirus that causes COVID-19, and/or any other airborne, aerosolized or surface transmissible communicable and/or infectious diseases, viruses, bacteria or illnesses or the causes thereof.

- (f) Upon expiration or termination of the Agreement for any reason whatsoever, Licensee will immediately surrender the Premises to Licensor. Upon such surrender, the Premises will be in the same condition of cleanliness and repair as at the beginning of the Term. In the event the Premises is not returned in the same condition of cleanliness and repair as prior to the Event, or if any property owned by Licensor or property not brought by Licensee Parties onto the Premises is found to be missing, as determined by Licensor in its reasonable discretion, Licensor will absorb any costs associated with any required repairs or property replacement with such costs to be applied to the Master Account for reimbursement. Licensee will remove from the Premises any goods or equipment brought or permitted by it on the Premises. For non-compliance with the provisions of this paragraph, Licensee will pay Licensor for any breach of the covenants contained herein by Licensee, in addition to any other rights or remedies it may have at law, in equity, or by statute or regulation, an amount equal to the sum of the following: (a) costs of labor (including all Licensee staffing payable at time and one half) and materials incurred as a result of the failure of Licensee to surrender the Premises, including, but not limited to, all costs incurred in changing the Premises from its prior use to use for the Event and from the Event to its subsequent use; and (b) beginning at the date and time of the expiration of the Term, if Licensee’s surrender of the Premises is not fully completed, an additional sum of one hundred dollars (\$100) per half hour for each half hour increment until the Licensee has totally vacated the Premises. It is expressly understood that Licensor’s determination of the time of the surrender of the Premises will be final and conclusive, and that Licensor will have the absolute right to deduct and retain all monies due Licensor by reason of the breach of the covenant by Licensee. Any personal property of Licensee not removed within two (2) days following such expiration or termination will, at Licensor’s option, become the property of Licensor.
- (g) The return of any payment to Licensee under this paragraph will be Licensee’s sole remedy in the event of termination hereunder and Licensee and its attendees expressly waive any and all claims for damage or compensation in the event this Agreement is terminated pursuant to this Section 6.

7. **Parking and Admission Fees.**

- (a) Licensee may have the option to reserve designated parking for use during the Event at Licensor’s discretion. Nothing herein will be construed as precluding Licensor from charging for parking of vehicles of patrons attending the Event. Licensee agrees that all vehicles parked on the Premises by the Licensee Parties and any contents or other belongings left in such parked vehicles will be at the risk of the Licensee Parties. Licensee

agrees that no MLB Entity will be liable to the Licensee Parties for any theft, loss or damage to such vehicles, contents, belongings or other property.

(b) Unless Licensor otherwise grants permission in writing to Licensee prior to the Event, Licensor will operate, control and retain all fees associated with parking for, and admission to, the Event.

8. Personal Property. Licensee agrees that all of its property and the property other Licensee Parties bring to or are explicitly or implicitly permitted by Licensor to bring onto, the Premises will be at the risk of such Licensee Party and that Licensor will not be liable to any of the Licensee Parties for any loss or damage to such property for any reason.

For the avoidance of doubt, Licensor will not assume any responsibility for the safekeeping of property of the Licensee Parties stored on the Premises.

9. Acknowledgment of Rights. Licensee hereby acknowledges the proprietary nature of MLB Marks, copyright rights and all other proprietary rights owned, controlled or cleared for use by or on behalf of Licensor and/or the MLB Entities (collectively, the "MLB Intellectual Property") and acknowledges that all rights, title and interest to the MLB Marks and other MLB Intellectual Property, including derivative works created therefrom, belong to the individual MLB Entities and/or Licensor, as the case may be. Licensee represents that it will make no use of any such MLB Marks or other MLB Intellectual Property, without the prior written consent of the appropriate individual MLB Entity (Licensee further acknowledge that for purposes of the definition of MLB Marks and this Section 9, "use" includes, but is not limited to, trademark, fair, incidental, descriptive or functional uses). Licensee also acknowledges that it, except as allowed under a valid license from the applicable MLB Entity, will not manufacture, distribute or sell any products utilizing the MLB Marks or other MLB Intellectual Property; additionally, Licensee shall not feature, depict or otherwise include any images, pictures, posters, photographs, caricatures or likenesses of current or former players, coaches or managers wearing any item resembling a Major League Baseball uniform or a component of such uniform in any consumer product, advertising, or promotional materials, without obtaining the express written permission of Licensor prior to such depiction. Licensee recognizes the great value of the publicity and goodwill associated with the MLB Marks and other MLB Intellectual Property and, in such connection, acknowledges that such goodwill belongs exclusively to Licensor and/or the MLB Entities, as the case may be, and that the MLB Marks and other MLB Intellectual Property, as applicable, have acquired a secondary meaning in the minds of the purchasing public.

10. Indemnification. Licensee shall, to the extent permitted by applicable law, indemnify, defend and hold harmless the Indemnified Parties from and against any and all actions, demands, suits, claims, obligations, liabilities, actions, proceedings, judgments, settlements, decrees, damages, losses, costs and expenses (including reasonable attorneys' fees and disbursements) (collectively, "Claims") incurred by any of the Indemnified Parties and arising out of, resulting from or in any way related, directly or indirectly, to: (i) any actual or alleged infringement of any third-party patent, copyright, trade secret or other proprietary right with respect to the Events, as well as any actual or alleged infringement of any MLB Intellectual Property; (ii) any acts or omissions of the Licensee Parties or the presence of such personnel at the Premises, including, but not limited to, Claims resulting from injuries to the employees, agents, contractors or subcontractors of any Licensee Party and Claims resulting from injuries, property damage or loss of data caused by such personnel; (iii) any breach of any of the terms, conditions, representations or warranties of this Agreement, including, but not limited to Section 13; (iv) the gross negligence, bad faith or willful misconduct of any Licensee Party; (v) failure by any Licensee Party to comply with all laws and regulations applicable; (vi) failure by any Licensee Party to obtain all licenses, permits and approvals necessary for it to participate in or produce the Event; (vii) sexual misconduct, child abuse or neglect; (viii) all acts and omissions of Vendors; or (ix) failure of any Licensee Party to perform obligations arising from its employment relationship with its personnel, including, but not limited to, any Claims by Licensee's employees, agents, contractors or subcontractors for wages or for benefits under any Indemnified Party's benefit plan and Claims by a taxing authority for withholding, unemployment or other taxes for interest or penalties thereon or for any alleged failure to withhold taxes or make payments. Additionally, to the extent permitted by applicable law, Licensee shall indemnify, defend and hold harmless the Indemnified Parties from and against any and all Claims

brought by any of its players, members of the Coaching Staff, agents, contractors, subcontractors, volunteers, invited guests or representatives against any Indemnified Party.

Licensee shall notify Licensor of any Claim, including, but not limited to, any Claim of sexual misconduct, child abuse or neglect, immediately. In connection with any third-party Claim that is covered by the indemnity set forth in this Section 10, (i) Licensor shall have the option and right, at its election and at Licensee's cost and expense, to assume and control the defense of any Claim, (ii) each party shall cooperate with the other party in the defense of any such Claim(s), (iii) Licensee shall reimburse Licensor for all reasonable out-of-pocket costs incurred by it in connection with such cooperation and (iv) Licensee shall not enter into a settlement of any or all of such Claims or admit liability or fault without Licensor's prior written approval.

11. Limitation of Liability. EXCEPT TO THE EXTENT OF LICENSOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL LICENSOR BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.

12. Licensee Insurance Requirements. Throughout the Term of this Agreement (including any extensions thereof) and for a period of six (6) months after its termination or expiration, Licensee will provide and maintain in full force and effect without interruption, at its sole cost and expense, Insurance coverage of the types and in the amounts set forth on Exhibit A attached hereto and incorporated by reference herein. In addition, Licensee will be responsible for ensuring that any and all of its agents, contractors and its contractors' subcontractors utilized in connection with the Event will maintain the minimum insurance coverage as set forth on Exhibit A.

13. Participant Waiver. The Licensee Parties participating in the Event, including but not limited to, players and Coaching Staff, are required to individually sign a release of liability waiver ("Participant Waiver") prior to the Event agreeing to hold the Indemnified Parties harmless against any and all claims or liability arising directly or indirectly from the Event or participation of the Licensee Parties associated with the Event. Licensee shall not permit any Licensee Party who has not signed such Participant Waiver to participate in the Event. The Participant Waiver shall be provided to Licensee, via electronic format or as otherwise determined in Licensor's discretion, prior to the Event.

14. Right of Entry and Inspection.

(a) Throughout the Term, Licensor reserves the right to inspect and control all private functions within the otherwise public areas of Premises to ensure that the areas are being conducted in a manner consistent with the Licensor operations and safety procedures, federal, state and local laws and regulations and with the comfort and safety of other assignees in mind. Licensor further reserves the right to itself and third parties with whom Licensor has a contractual relationship to enter the Licensed Area at any time during the Term to perform services required of or permitted to Licensor herein. Licensor will use reasonable efforts to minimize interference with Licensee's Event.

(b) Licensor reserves the right to enter into any hotel room within the Premises (i) with reasonable advanced notice, unless otherwise not applicable under Section 14(a), (ii) under any exigent circumstances, or (iii) with reasonable suspicion of misuse or breach of any terms, laws, or rules as agreed upon in this Agreement.

15. Laws, Rules and Regulations. Licensee will, and shall cause the other Licensee Parties to, abide by such laws, rules and regulations as may from time to time be applicable to the State of Florida, Indian River County or the Premises (including any rules or policies adopted by Licensor for the use, occupancy or operation of the Premises).

16. Governing Law/Jurisdiction.

(a) This Agreement shall be governed by and construed according to the laws of the State of New York, without regard to conflict of laws principles thereof. Any controversy or claim arising out of or relating to

this Agreement, or the breach thereof, shall be settled by arbitration administered by JAMS in accordance with its Comprehensive Rules and Procedures (“JAMS Rules”) and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The place of arbitration shall be New York County, New York State. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties. The arbitration shall be conducted by one (1) arbitrator in accordance with JAMS Rules which arbitrator shall be selected in accordance with JAMS Rules, and which arbitrator shall have had at least twenty (20) years’ experience in general commercial transactions and contract disputes. In connection with any arbitration proceeding: (a) no arbitrator shall have been employed by either party hereto and its consultants within the previous five (5) year period; (b) the arbitrator shall be neutral and independent of the parties to this Agreement; (c) no arbitrator shall be affiliated with any party’s auditors; and (d) no arbitrator shall have a conflict of interest with (including, without limitation, any bias towards or against) either party hereto. The award of the arbitrator shall be accompanied by a reasoned opinion. Either party also may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction located in New York County, New York State, any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal.

(b) In the event any litigation is filed by Licensor relating to this Agreement, Licensee will pay all costs resulting from the litigation, including reasonable attorneys’ fees.

17. Representations and Warranties.

(a) Licensee represents and warrants that it has the full power and authority to enter into and perform its respective obligations pursuant to this Agreement in full accordance with the terms hereof.

(b) Signatory for Licensee represents and warrants that they have the full power and authority, on behalf of Licensee, to enter into this Agreement and bind Licensee to the terms and conditions herein.

(c) Licensee represents and warrants that this Agreement has been duly authorized, executed and delivered by it and constitutes the valid, legal and binding agreement of it and is enforceable against Licensee in accordance with its terms.

(d) Licensee represents and warrants that entering into and performing its respective obligations pursuant to this Agreement will not result in any breach of, or constitute a default under, any other agreement to which it is a party.

(e) Licensee represents and warrants that it will comply with all requirements of federal, state and local law from time to time in effect regarding its employees, agents and contractors, including equal opportunity mandates and the Fair Labor Standards Act.

18. Assignment. Neither party may assign any of its rights nor subcontract or otherwise delegate any of its duties under this Agreement to any third party without the prior written consent of the other party; provided, however, that Licensor may assign its rights under this Agreement to any other MLB Entity without the prior written consent of Licensee.

19. Confidentiality. Licensee agrees that the terms and conditions of this Agreement and all Addendums, and any other information or materials disclosed by the MLB Entities which could be determined to be proprietary and/or confidential, will be deemed confidential (collectively, “Confidential Information”). Licensee further agrees to ensure that the Confidential Information of the MLB Entities will not be disclosed to third parties without the prior written consent of the MLB Entities.

20. Cumulative Right and Remedies. The failure of either party to seek redress for any violation of, or to insist upon the strict performance of, any term of this Agreement shall not constitute a waiver of such rights or in

any way limit or prevent the subsequent enforcement of any such term. All waivers must be made in writing executed by the parties. Any waiver of a right or remedy pertaining to this Agreement shall not be deemed to be a waiver of any other right or remedy. The various rights and remedies of either party contained herein shall not be considered exclusive of, but shall be considered cumulative to, any rights or remedies now or hereafter existing at law, in equity or by statute or regulation.

21. Severability. The provisions of this Agreement are severable, and the unenforceability of any provision of this Agreement shall not affect the enforceability of the remainder of this Agreement. The parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the purpose of that provision to the greatest extent possible under applicable law.

22. Notices. All notices sent under this Agreement shall be in writing and deemed properly made when delivered by hand or by an overnight courier service to the person to whom such notice is directed or by a verifiable electronic mail or by depositing it with the United States Postal Service, certified mail, return receipt requested, with adequate postage prepaid, addressed to the appropriate party (and marked to a particular individual's attention). Notices shall be sent to the parties at the following addresses or such other addresses as designated in writing hereafter to the other party:

If to Licensor: Verotown, LLC
3901 26th Street
Vero Beach, FL 32960
Attn: Rachelle Madrigal
E-mail: Rachelle.Madrigal@mlb.com

With a copy to:
Office of the Commissioner of Baseball
1271 Avenue of the Americas
New York, NY 10020
Attn: General Counsel
E-mail: legal-notices@mlb.com

If to Licensee: To Licensee Contact as detailed in the applicable Addendum.

Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth herein.

23. Survival. The rights and obligations of the parties contained in Section 9 (Acknowledgment of Rights), Section 10 (Indemnification), Section 11 (Limitation of Liability), Section 12 (Licensee Insurance Requirements), and Section 16 (Governing Law and Jurisdiction), as well as the other terms which by their nature and context should reasonably survive, will survive the termination of this Agreement.

24. Entire Agreement. This Agreement (including all Exhibits and schedules attached hereto) contains the entire agreement of the parties to this Agreement with respect to the subject matter of this Agreement and shall be deemed to supersede all prior proposals, understanding and agreements, whether written or oral, between the parties hereto with respect to the subject matter of this Agreement. If any provision set forth above in this Agreement conflicts (or is construed to conflict) with any provision in the attached Exhibits, the provisions herein will control.

25. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Agreement by electronic mail transmission shall be effective as delivery of a manually executed counterpart hereof.

26. **Amendment.** This Agreement may not be amended, supplemented or otherwise modified except in a writing signed by both parties.

27. **Sophistication.** Each party to this Agreement represents and warrants that it is a sophisticated commercial party capable of understanding all of the terms of this Agreement, that it has had an opportunity to review this Agreement with its counsel, and that it enters this Agreement with full knowledge of the terms and conditions set forth herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

Verotown, LLC

By: 

Name: Jason Radford

Title: Superintendent

Date: 12/12/2023

South Oldham High School

By: Troy Blakely

Name: 

Title: Head Baseball Coach

Date: 8/30/2023

Exhibit A

LICENSEE INSURANCE REQUIREMENTS

(a) Commercial Insurance Services Office (or its equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including contractual liability and products/completed operations liability coverage with minimum limits of:

\$1,000,000 Each Occurrence;
\$3,000,000 General Aggregate;
\$3,000,000 Products/Completed Operations Aggregate.

(b) Automobile Liability Insurance, covering owned, non-owned, leased or hired automobiles, with a minimum combined single limit of \$1,000,000 Each Accident.

(c) Workers' Compensation Insurance (or its equivalent in the country in which it operates) in compliance with state or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

\$1,000,000 Each Accident;
\$1,000,000 Disease - Each Employee;
\$1,000,000 Disease - Policy Limit.

(d) Professional Liability Insurance covering claims for actual or alleged malpractice by the first aid and emergency medical personnel secured by Licensee for the Event, with minimum limits of:

\$1,000,000 Each Claim;
\$2,000,000 Aggregate.

(e) Umbrella Liability Insurance, in excess of a, b & c above, with minimum limits of:
\$10,000,000 Each Occurrence;
\$10,000,000 General Aggregate.

Umbrella policies must follow form of the underlying policies.

(f) Sexual Molestation coverage with minimum limits of \$1,000,000 Per Occurrence.

(g) All-Risk Property insurance covering Licensee's property (including furniture, fixtures, inventory, merchandise and other equipment) at full replacement cost in the event of theft, loss or damage. Such policy shall include a waiver of subrogation provision and Licensee agrees to waive its carrier's right of subrogation against the Indemnified Parties.

If any policies are written on a claims-made basis, Licensee shall maintain such coverage for a period of three (3) years after termination of the Agreement and provide evidence of such coverage on an annual basis during the three (3) year period. All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. The Indemnified Parties, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Baseball Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees ("Additional Insureds") must be named as additional insureds under the Commercial General Liability, Commercial Automobile Liability and Umbrella Liability Policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party over action exclusions or similar endorsements or limitations. Further, coverage for the Additional Insureds shall apply on a primary and non-contributory basis irrespective of any other insurance,

whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of twenty-five thousand dollars (\$25,000) and any/all deductibles shall be the sole responsibility of the Licensee and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. Licensee shall provide Licensor with at least thirty (30) days' written notice if any of the required policies are cancelled or not renewed. Licensee shall furnish Licensor with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the use of the Premises. Licensee shall provide Licensor with copies of its insurance policies and/or endorsements upon request. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Licensee. Any actions, errors or omissions that may invalidate coverage for Licensee Parties shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.

Exhibit B
Vendor Insurance Requirements

The following are the minimum insurance requirements necessary to be an approved Vendor during the Event:

1. Workers' Compensation Insurance (or its equivalent in the country in which it operates) in compliance with statutory or provincial laws, covering employees, volunteers, temporary workers and leased workers, including Employers' Liability with minimum limits of:

\$1,000,000 Each Accident;
\$1,000,000 Disease - Each Employee;
\$1,000,000 Disease - Policy Limit.

2. An Insurance Services Office (or its equivalent) occurrence based Commercial General Liability Insurance Policy, providing coverage for bodily injury and property damage and personal and advertising injury including contractual liability and products/completed operations liability coverage with minimum limits of:

\$1,000,000 Each Occurrence;
\$2,000,000 General Aggregate;
\$2,000,000 Products/Completed Operations Aggregate.

Products completed/operations insurance shall be maintained for a minimum period of three (3) years after final payment and Vendor shall continue to provide evidence of such coverage to Licensor on an annual basis during the aforementioned period.

3. Automobile Liability Insurance, covering owned, non-owned, leased or hired autos, with a minimum combined single limit of \$1,000,000 Each Accident.
4. Umbrella Liability Insurance, in excess of 1, 2 & 3 above, with minimum limits of:

\$25,000,000 Each Occurrence;
\$25,000,000 General Aggregate.

Umbrella policies must follow form of the underlying policies.

5. All Risk Property Insurance upon all equipment, material, inventory and business personal property owned, borrowed or leased by Vendor for the full replacement cost value thereof. Such policy shall include a waiver of subrogation provision and Vendor agrees to waive its carrier's right of subrogation against the Additional Insureds (as defined below).

All insurance policies must be issued by an admitted insurance carrier with an A.M. Best rating of A-8 or better. The Indemnified Parties, and each of their subsidiaries or affiliated entities, any entity which, now or in the future, controls, is controlled by, or is under common control with the Major League Baseball Clubs or the Office of the Commissioner of Baseball, and its and their directors, officers and employees ("Additional Insureds") must be named as additional insureds under the Commercial General Liability, Commercial Automobile Liability and Umbrella Liability Policies. Additional insured coverage shall be extended to include products-completed operations coverage. All liability insurance policies must provide Cross Liability coverage (separation of insureds or severability of interest provisions). The Commercial General Liability policy shall include no third-party-over action exclusions or similar endorsements or limitations. Further, coverage for the Additional Insureds shall apply

on a primary and non-contributory basis irrespective of any other insurance, whether collectible or not. No policy shall contain a self-insured retention. No policy shall contain a deductible in excess of twenty-five thousand dollars (\$25,000) and any/all deductibles shall be the sole responsibility of the Vendor and shall not apply to the Additional Insureds. All policies shall be endorsed to provide a waiver of subrogation in favor of the Additional Insureds. Vendor shall provide Licensor with at least thirty (30) days' written notice if any of the required policies are cancelled or not renewed. Vendor shall furnish Licensor with certificates of insurance evidencing compliance with all insurance provisions noted above prior to the commencement of the use of the Premises. Vendor shall provide Licensor with copies of its insurance policies and/or endorsements upon request. The insurance requirements set forth will in no way modify, reduce, or limit the indemnification herein made by Vendor. Any actions, errors or omissions that may invalidate coverage for the Vendor shall not invalidate or prohibit coverage available to the Additional Insureds. Receipt by Licensor of a certificate of insurance, endorsement or policy of insurance which is more restrictive than the contracted for insurance shall not be construed as a waiver or modification of the insurance requirements above or an implied agreement to modify same, nor is any verbal agreement to modify same permissible or binding.