

Facilities Agreement

This agreement outlines the terms and conditions between Swansboro Baseball and Softball League (hereinafter referred to as "Swansboro") and Perfect Game SEC Softball (hereinafter referred to as "Perfect Game") for the exclusive use of the sports fields located at 283 Swansboro Loop Road, Swansboro, North Carolina 28584 (hereinafter referred to as "the Fields").

1. Term

This agreement shall commence on May 3, 2025, and shall continue for a period of one (1) year, expiring on May 4, 2026, unless terminated earlier as provided herein.

2. Exclusivity and Usage

2.1 Swansboro grants Perfect Game the exclusive right to use the Fields for Perfect Game events, subject to the terms and conditions herein.

2.2 Perfect Game's use of the Fields shall not interfere with Swansboro's recreational programs. Perfect Game agrees to work with Swansboro to schedule its events in a manner that accommodates Swansboro's recreational schedule.

2.3 The specific schedule of Perfect Game events will be agreed upon by both parties in advance of each event.

3. Financial Terms

3.1 Deposit: Perfect Game shall pay Swansboro a non-refundable deposit of \$1,000 upon execution of this agreement.

3.2 Field Rental Fee: Perfect Game shall pay Swansboro a rental fee of \$200 per field, per day, for each day the Fields are used by Perfect Game.

3.3 Unused Field Fee: In the event Perfect Game does not utilize all five (5) fields on any given day, Perfect Game shall pay Swansboro 50% of the daily rental fee for those unused fields. If Perfect Game is unable to use all five (5) fields due to weather, the 50% payment for unused fields will be waived.

3.4 Sponsorship: Perfect Game will provide sponsorship funds to Swansboro in the amount of \$750 per field, the amount of which will be agreed upon by both parties, to allow for banner placement at the Fields.

4. Improvements and Development

4.1 Technology Upgrade: In 2026, Perfect Game will explore and fund the installation of cameras and other Perfect Game technology upgrades at the Fields, the specifics of which will be agreed upon by both parties.

4.2 Recreational Program Support: Perfect Game will support the growth of Swansboro's recreational program by offering jerseys and hats to Swansboro at Perfect Game SEC, LLC cost.

4.3 Community Development: Perfect Game's community development team will collaborate with Swansboro to explore opportunities for the potential of securing hospitality and ATAX funding from local and state governments were applicable.

5. Insurance

Perfect Game shall maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, naming Swansboro as an additional insured. Perfect Game shall provide Swansboro with a certificate of insurance evidencing such coverage prior to the commencement of this agreement.

6. Termination:

This agreement may be terminated as follows:

6.1 By either party with 90 days written notice.

6.2 By Swansboro if Perfect Game fails to pay fees due and fails to cure such non-payment within 30 days of written notice.

6.3 By either party if the other party breaches any material term of this agreement and fails to cure such breach within 30 days of written notice.

7. Governing Law

This agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

8. Entire Agreement

This agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements, whether oral or written, relating to the subject matter of this agreement.

9. Amendments

This agreement may be amended only by a written instrument signed by both parties.

10. Notices

All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, sent by certified or registered mail, return receipt requested, or sent by a nationally recognized overnight courier service, addressed to the parties at their respective addresses set forth below (or at such other address for a party as shall be specified in a notice given in accordance with this Section):

If to Swansboro:

Swansboro Baseball and Softball League

P.O. Box 381
Swansboro, NC 28584

If to Perfect Game:

Perfect Game Headquarters

667 Progress Way
Sanford, FL 32771

11. Signatures

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

Swansboro Baseball and Softball League

Perfect Game SEC

Print: _____

Print: _____

Signature: _____

Signature: _____

Date: _____

Date: _____