

PRINCE WILLIAM COUNTY

sports & events center

PPEA Detailed Submission - Updated Pricing

September 25, 2023

m**ε**b.

updated pricing.

Per request of the County Staff, we have provided updated design and construction costs to reflect current market conditions with estimated escalations for construction starting in approximately the next nine to 12 months.

ITEM	DESCRIPTION	TOTAL
1	BUILDING DESIGN/CONSTRUCTION BREAKDOWN	
1a	Building Design/Construction	\$74,498,000
1b	Div 11 - Athletic Equipment	\$1,303,000
1c	Div 11 - Bleachers	\$2,190,000
1d	Div 11 - Hydraulic Track	\$6,004,000
1e	Div 11 - Kitchen Equipment Allowance	\$800,000
	Subtotal Building Design/Construction	\$84,795,000
2	SITE DESIGN/CONSTRUCTION BREAKDOWN	
2a	Earthwork	\$9,310,000
2b	Site Utilities	\$3,530,000
2c	Asphalt Paving/Site Concrete	\$3,243,000
2d	Landscaping/Irrigation/Site Misc.	\$350,000
2e	Site Lighting	\$590,000
2f	Additional Work for Extreme Sloped Site	TBD
	Subtotal Site Design/Construction	\$17,023,000
	Total Building & Site Design/Construction	\$101,818,000
3	POTENTIAL ADD ALTERNATES	
3a	Fitness Center (6,500 SF)	\$2,965,000
3b	Retractable Turf Field at Basketball Courts (Entire 8 Courts)	\$9,084,000
3c	Indoor Pool (Building 10,000 SF and Pool 4,400 SF)	\$5,940,000
	TOTAL OF ABOVE	\$119,807,000

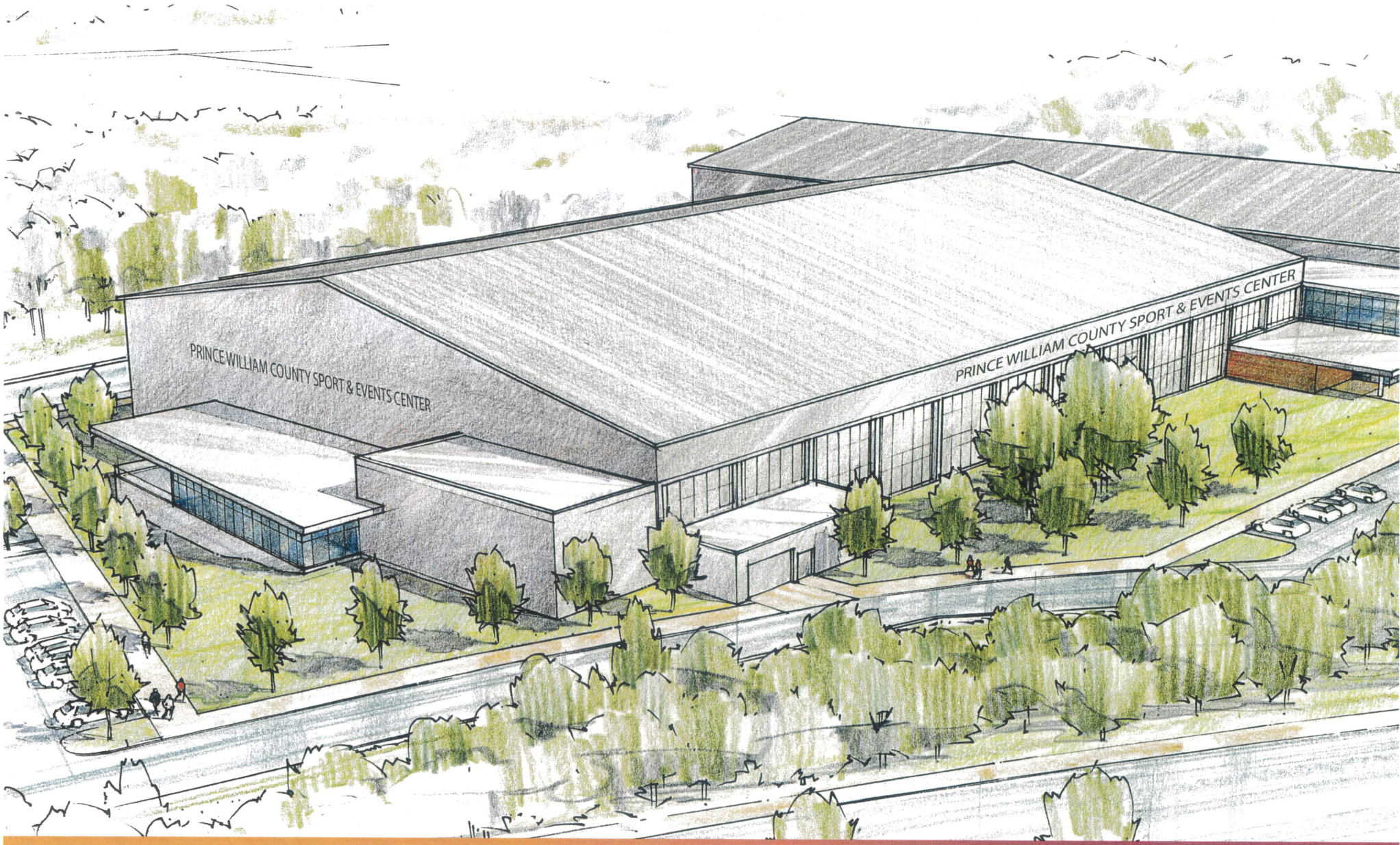
COST OF THE LAND

The cost associated with the purchase price of a parcel (if required) is not included in the above cost estimates.

POTENTIAL PARKING GARAGE (IF REQUIRED)

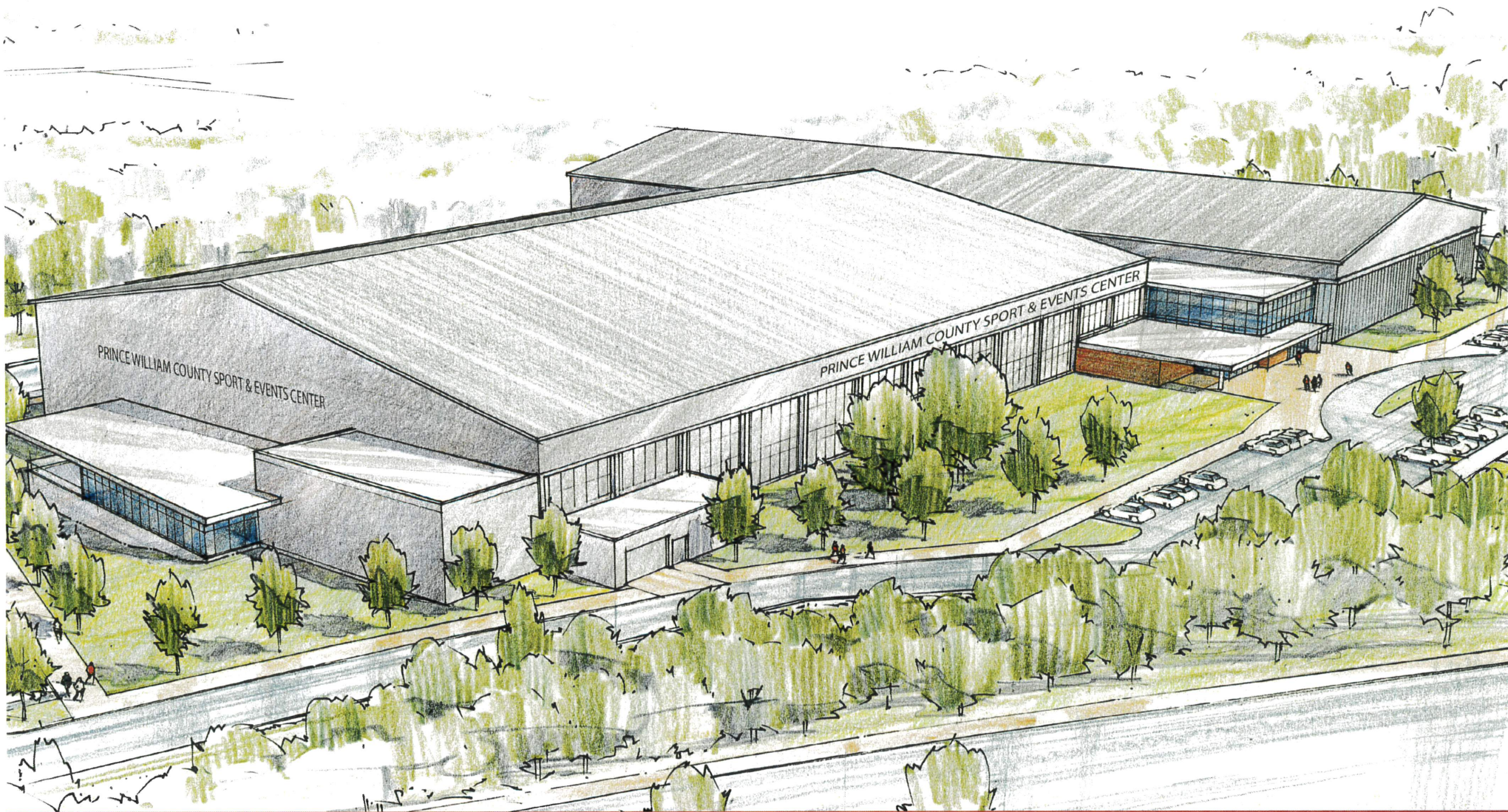
Parking Garage 800 Spaces \$40,000,000

Parking Garage may be required depending on site selection.



m≡**b.**

4016 Holland Blvd.
Chesapeake, VA 23323
757.487.5858



PRINCE WILLIAM COUNTY

sports & events center

PPEA Detailed Submission - Additional Information

February 22, 2023

m**e**b.

confidential/proprietary information.

The sections indicated below are Proprietary/Confidential and are exempt from public disclosure. Protection of these materials is necessary because they relate to:

- (i) trade secrets of the private entity;
- (ii) financial information of the private entity, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise; or
- (iii) other information submitted by the private entity, where, if such information was made public prior to the execution of an Interim Agreement or a Comprehensive Agreement, the financial interest or bargaining position of the County or private entity would be adversely affected.

The MEB Design-Build Team invokes this exception in accordance with Va. Code § 2.2-3705.6(11)(b).

SECTION/TITLE	PAGE NUMBER(S)	REASONS FOR WITHHOLDING FROM DISCLOSURE
Question 2	1-5	iii
Question 4	7	iii

additional information.

1. Please review the attached public schools survey information and provide a quick assessment/response of whether uses identified can be accommodated in the facility operating schedule and approximately what percentage of the annual operating schedule would need to be allocated for these uses--via exclusive rentals and/or as part of regional events?

Based on the review of the survey results, our team is prepared to conduct interviews with Prince William County Schools representatives to help develop the venues schedule and provide appropriate usage opportunities.

The Operator is open to making to the greatest extent reasonably possible off-peak weekday court time prior to 4:00 pm available at a preferred rate to PWC district schools for the purpose of school practices, games, and regional events. In addition, the operator understands the need to make event space, not limited to annual school graduations, available on a preferred basis.

Based on event scheduling, the Operator will work with the PWC Schools to provide opportunities to host competitions and events during the week and on weekends. These events will be coordinated and scheduled through long-term planning and in conjunction with Tourism officials to ensure long-term goals of the facility are being met.

The Operator shall maintain a master schedule and make such schedule available to Prince William County officials and the participating school districts for inspection and planning purposes.

We are confident that the proposed Prince William County Sports and Events Center will provide significant benefits to the schools systems, coaches, staff, athletes, and parents on a variety of levels. The Operator has a successful track record working with Schools and Parks and Recreation divisions in their other facilities.

2. Are there any alternate sites in the County that the Proposer recommends investigating or has investigated for the Project, and if so, where are they located?

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potential sites.

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additional information.

3. Regarding a potential Interim Agreement, the County's desired scope for Phase A is listed below. Please advise if this is acceptable to the Proposer and provide a timeline, proposed fee arrangement, and cost for the work.

a. Conduct further analysis and alternate layouts for the selected site and update site development costs, as necessary.

b. Conduct primary market research necessary to provide an updated program, operating pro forma, and anticipated operating schedule for the Project, including community engagement meetings with PWC public schools, potential local user groups, etc., to be coordinated with the County.

c. Based on the updated program, provide a cost estimate, development schedule, conceptual drawings, and narrative of development considerations for the Project.

MEB generally accepts the scope shown as Phase A, but would like to have in person discussions to ensure all parties clearly understand expectations and deliverables. We propose a lump sum fee.

Below we have provided cost and schedule for Interim Agreement - Phase A and brief description of services on the following column.

INTERIM AGREEMENT - PHASE A SERVICES FOR SELECTED SITE

ITEM	DESCRIPTION	TOTAL
1	Preconstruction & Estimating	\$50,000
2	Design Services	\$62,879
3	Civil Design Services & Site Investigations	\$41,000
4	Market Research & Study	\$63,950
5	Operations & Development Services	\$31,000
Total Interim Agreement Phase A Costs		\$248,829

Our Interim Agreement - Phase A is based on the following services and will require discussions with the County to finalize.

site analysis & site design services

- Site investigations including surveys, soil borings, wetland delineation, etc.
- Traffic flow and connectivity study
- Revised conceptual site plan based on new program
- Updated site development cost estimates

conceptual design services

- Revised programming and layouts
- Updated conceptual floor plans and renderings
- Square footage breakout and analysis

preconstruction services

- Updated conceptual cost estimate
- Revised development schedule
- Project description and narrative

market demand research & study

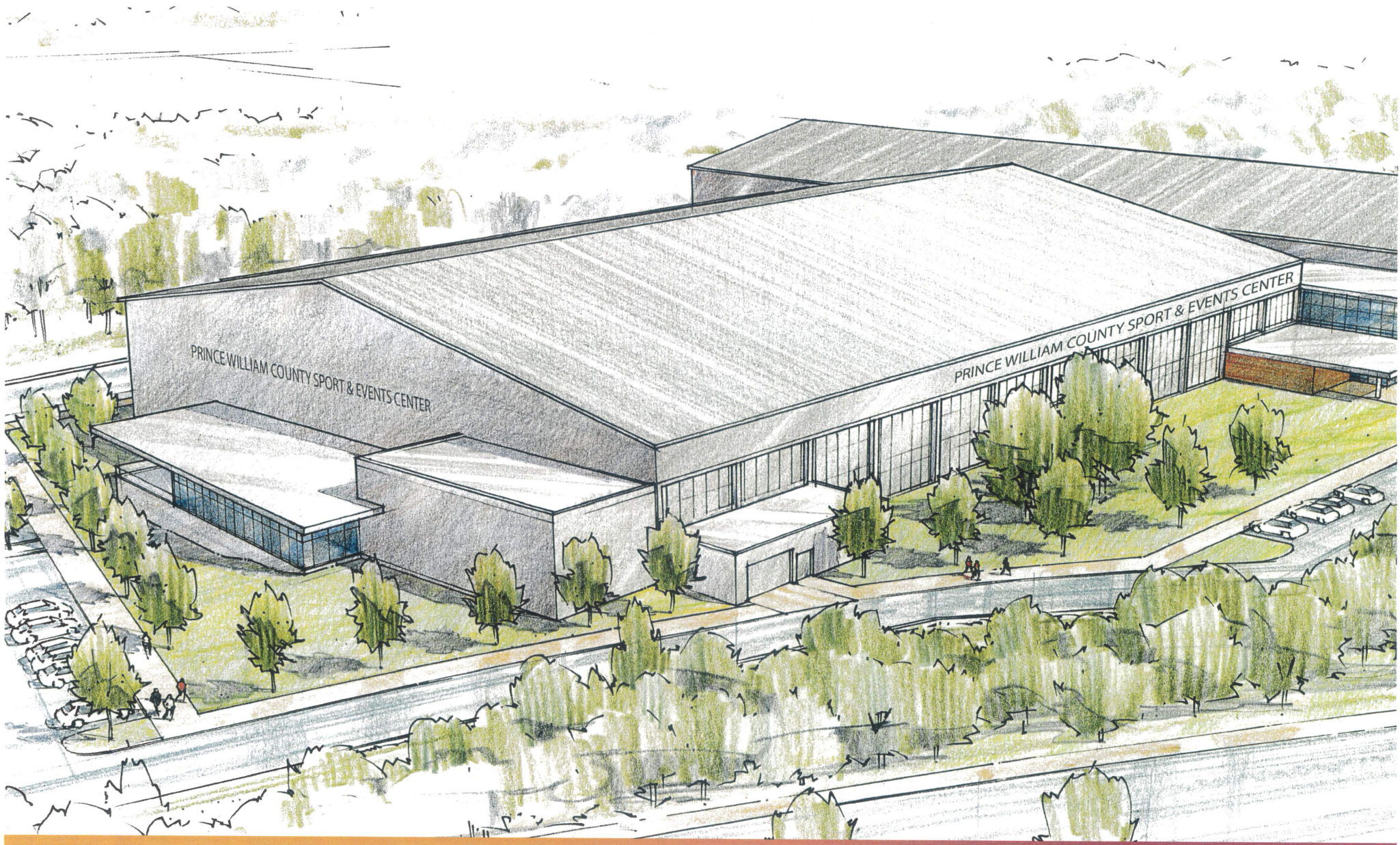
- Update demographic/socioeconomic analysis
- Update sports tourism opportunity assessment
- On-site interviews with key local user groups & stakeholders
- Additional telephone interviews with local user groups
- Regional/national event organizer interviews
- Optional track coach survey
- Update program demand analysis & facility recommendations
- Update usage estimates & operating pro forma
- Update economic & fiscal impact analysis

We anticipate Phase A taking approximately 12 weeks.

additional information.

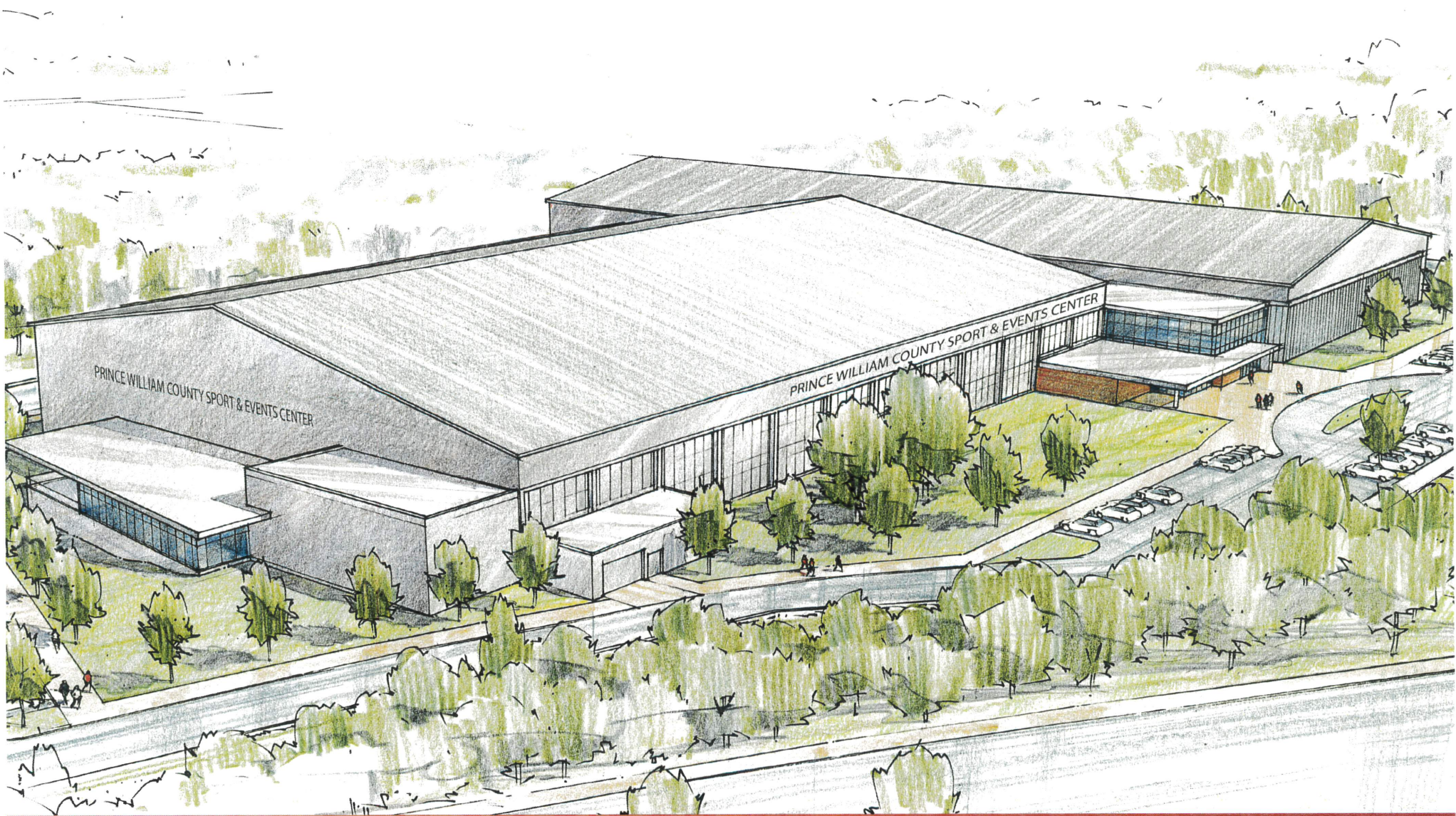
4. *Regarding alcohol sales in the pro forma, please verify the bottom-line increase amount, detailed proposal indicates \$336,000 per year (page 30), but a bottom line comparison with the original pro forma indicates a \$235,200 increase in year one (pg. 29).*

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Chesapeake, VA 23323
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PRINCE WILLIAM COUNTY

sports & events center

PPEA Detailed Submission

December 14, 2022

m**≡**b.

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- (i) trade secrets of the private entity;
- (ii) financial information of the private entity, including balance sheets and financial statements, that are not generally available to the public through regulatory disclosure or otherwise; or
- (iii) other information submitted by the private entity, where, if such information was made public prior to the execution of an Interim Agreement or a Comprehensive Agreement, the financial interest or bargaining position of the County or private entity would be adversely affected.

The MEB Design-Build Team invokes this exception in accordance with Va. Code § 2.2-3705.6(11)(b).

SECTION/TITLE	PAGE NUMBER(S)	REASONS FOR WITHHOLDING FROM DISCLOSURE
1. Potential Project Location	1-4	iii
5. Additional Facility Considerations	24-25	iii
7. Financial Considerations	30-32	iii



December 14, 2022

Adam Manne, MBA, CPPO, VCO, CPM
Assistant Director of Finance for Procurement
Prince William County Government
Department of Finance, Procurement Services
1 County Complex Court, Suite 220, MC 460
Prince William, VA 22192

RE: **Prince William County Sports & Events Center PPEA - Detailed Submission**

Dear Adam:

On behalf of our development team, I would like to thank you for the opportunity to submit our Detailed Response. We are excited about this project and its ability to bring quality of life improvements to residents and economic impact to the region.

We have provided responses to all of the questions outlined in the questionnaire. Please let us know if you have any additional questions and we look forward to the next steps in the process.

Our operating partner, American Sports Centers, has established a parent company, American Sports Facilities Group. This entity will serve as the overall management firm of all venues operated by the American Sports Centers team. The principals and key leadership remain the same as proposed; however, this will allow each facility to be uniquely branded. Each facility will be management by a separate entity established by American Sports Facilities Group.

Sincerely,

MEB

Richard (Rick) E. Hibbett, Jr., Assoc. DBIA, LEED Green Associate
Business Development Manager



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▪ Operating Agreement	

01.

potential project location



potential project location.

Our team is researching and assessing several sites in the eastern part of the County, along the I-95 corridor

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potential project location (cont.)

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A photograph of a modern school building at dusk. The building features large glass windows and a prominent overhang. Students are walking along a sidewalk in the foreground, and a group of students is playing basketball on a paved area to the right. The sky is a deep blue, and the building's interior lights are visible through the windows. A red square highlights the number '02.' in the upper left corner.

02.

project cost & construction

project cost & construction.

Please provide more detailed cost estimates for the facility, with any updates, as needed. Include detailed description of what FF&E is included in the cost and what FF&E would be the County's responsibility (i.e., any exclusions). Provide detailed assumptions for soft costs included in the estimate. Include the estimated cost of any new parking, if any, required at the site. Assume structured parking with a rooftop playing field.

We have provided updated pricing for the facility. Our costs include "fixed" FF&E, primarily related to athletic equipment. Typically, other FF&E is provided by the owner; however, we are prepared to provide costs for all FF&E related to the facility if the County desires. Since our discussions with the County have been limited due to the PPEA guidelines, we are not prepared to provide detailed cost estimates on FF&E until we better understand the County's desires and expectations. We can provide owner supplied FF&E budgets from other projects that will provide the County with a better understanding of costs. Our proposal includes the following equipment:

- Basketball goals
- Volleyball stanchions and nets
- Scoreboards
- Shot clocks
- Curtain dividers
- Hardwood flooring for court space
- Hydraulic track system

Please see FF&E budget for the Virginia Beach Sports Center (this was completed under a separate contract and supplier than MEB). Our team coordinated with the City of Virginia Beach to install some of the equipment. This budget was based on 2018 market costs.

VBSC FF&E BUDGET DETAILS

FF&E	COST
Furniture	\$322,500
Kitchen Equipment	\$992,995
Buses (Three)	\$194,700
Food Truck	\$59,990
Benches and Seating	\$66,550
Goals	\$312,551
Portable Flooring	\$645,000
Taxes	\$112,484
Track Equipment	\$211,639
Janitorial Equipment (Allowance)	\$40,000
Forklift, Jacks, and Carts	\$47,987
Track Surface Scrubber (Tennant M20)	\$42,000
Grounds Equipment	\$19,289
Total	\$3,480,185

IT/AV/WIFI	COST
Network + Cabling + Phones + Wifi	\$343,319
AV	\$263,487
Sound System	\$42,673
Meeting Rooms AV/IT	\$118,784
Total	\$768,263

TOTAL INVESTMENT \$4,248,448

project cost & construction (cont.)

updated cost breakdown

We have updated our pricing based on current construction industry costs. After our submission in February 2022, the construction market was greatly impacted by inflation and supply chain issues. These impacts have started to stabilize; however, we are still seeing higher costs than Q4 2021 and Q1 2022. We have provided a revised cost estimate based on our current design.

ITEM	DESCRIPTION	TOTAL
1	BUILDING DESIGN/CONSTRUCTION BREAKDOWN	
1a	Building Design/Construction	\$67,263,000
1b	Div 11 - Athletic Equipment	\$1,200,000
1c	Div 11 - Bleachers	\$1,877,000
1d	Div 11 - Hydraulic Track	\$5,610,000
1e	Div 11 - Kitchen Equipment Allowance	\$800,000
Subtotal Building Design/Construction		\$76,750,000
2	SITE DESIGN/CONSTRUCTION ALLOWANCE BREAKDOWN	
2a	Earthwork	\$9,366,000
2b	Site Utilities	\$3,555,000
2c	Asphalt Paving/Site Concrete	\$3,546,000
2d	Landscaping/Irrigation/Site Misc.	\$360,000
2e	Site Lighting	\$690,000
2f	Additional Work for Extreme Sloped Site	TBD
Subtotal Site Design/Construction Allowance		\$17,517,000
Total Building & Site Design/Construction		\$94,267,000
3	POTENTIAL ADD ALTERNATES	
3a	Fitness Center (6,500 SF)	\$2,472,000
3b	Retractable Turf Field at Basketball Courts (Entire 8 Courts)	\$9,084,000
3d	Indoor Pool (Building 10,000 SF and Pool 4,400 SF)	\$5,654,000
TOTAL OF ABOVE		\$111,477,000

COST OF THE LAND

The cost associated with the purchase price of a parcel (if required) is not included in the above cost estimates.

POTENTIAL PARKING GARAGE (IF REQUIRED)

Parking Garage 800 Spaces \$40,000,000

Parking Garage may be required depending on site selection.

project cost & construction (cont.)

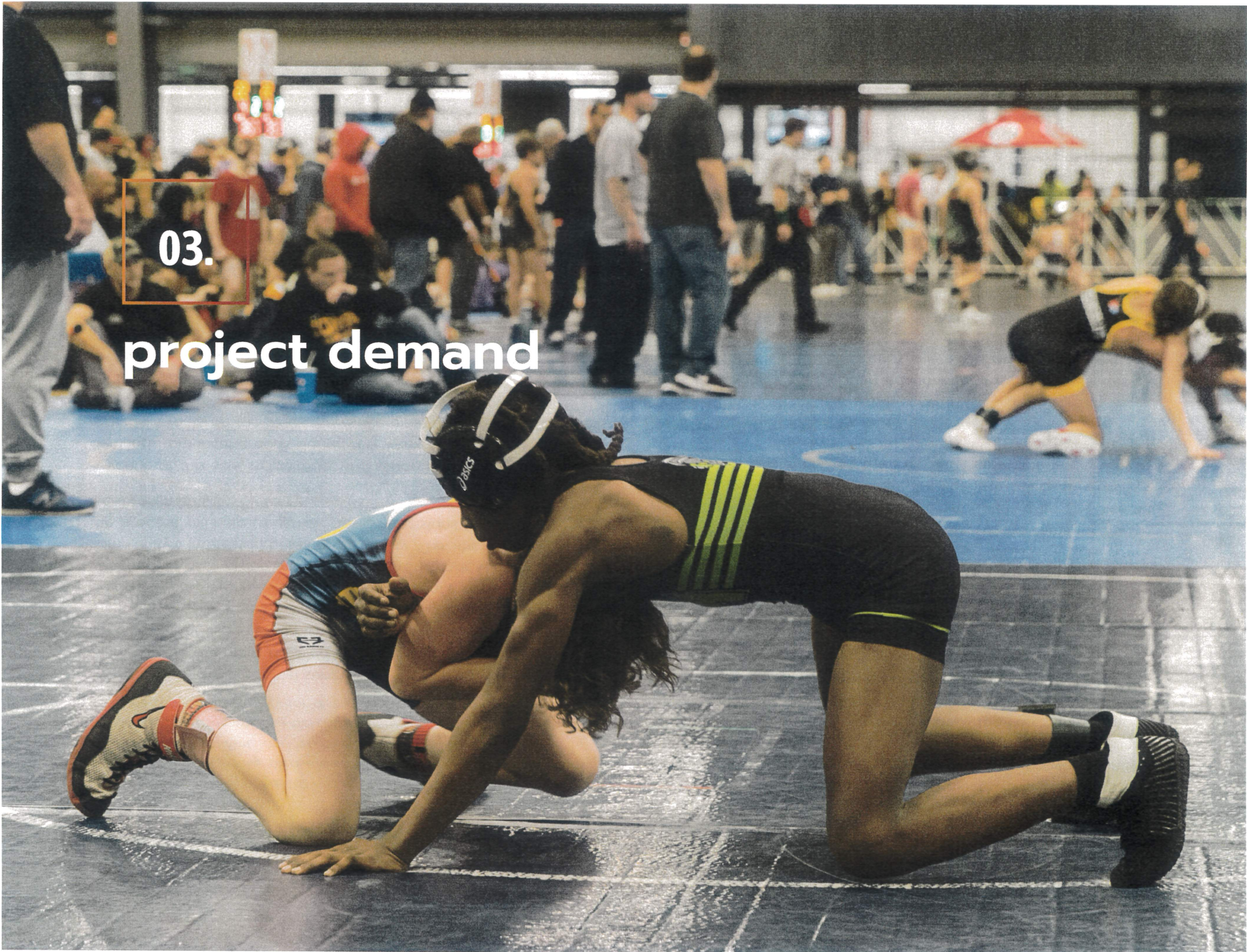
Please provide an updated development timeline with key milestones (design, GMP, permitting, construction, substantial completion, move-in, etc.), including any assumptions for County approvals.

Please see updated design and construction timeline. Our timeline includes industry average review times for County approvals and permitting.

timeline	2023												2024												2025							
	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A
CONSTRUCTION																																
Interim Agreement Approval	■																															
Interim Agreement																																
Comprehensive Agreement Approval																																
Design Completion																																
Construction																																
Opening Ceremonies																														★		
OPERATIONS																																
Management Agreement Negotiations																																
Management Agreement Approval																																
Pre-Opening Services																																
Opening Ceremonies																														★		

03.

project demand



project demand.

Please provide additional detail regarding project demand, both local and regional. Specifically, please describe the anticipated use by Prince William County residents and leagues. Among the anticipated Prince William County users, please describe where such users are located (e.g., by high school or by supervisor district map).

As proposed in our original submission, we are suggesting that our team complete a more detailed phase of our study to determine specific facility usage by type and user. During this phase, our team will engage directly with local and regional potential user groups. In partnership with county and regional tourism groups, we will conduct user group interviews and workshops to gauge the community’s interest in utilizing the facility. This important step in the process will help to narrow design decisions to ensure proper facility elements.

A venue of this size, magnitude, and scope will generate significant demand from local groups during the week and participation in regional events on the weekend. Since most travel times will be less than 30 minutes, facility users will travel from all county districts.

Local User-Groups

- Travel sports teams – volleyball, basketball, futsal, gymnastics, etc.
- PWC recreation programs
- Private recreation leagues
- Facility in-house recreational programs
- High School teams
- Fitness & wellness programs
- Club track & field programs

Due to the confidential nature of this project, we have limited our interactions with potential user groups; however, we recently conducted an extensive interview with Jason Grant, Prince William County resident and youth sports leader in the community. This interview proved to be very informative and has provided our team a clearer understanding of the potential user groups and usage rates for the proposed indoor sports and events center.

prince william county youth wrestling usage

There are several wrestling groups located in the county, including Brentsville Tigers Youth Wrestling Club, Prince William Wrestling Club, Vikings Wrestling Club, and Mat Sharks Wrestling Club. Additional research is needed to determine usage rates for these wrestling programs; however, we anticipate interest for practice and especially tournaments. Depending on final site selection, groups may have interest in making the PWCSEC their home facility.

prince william county soccer usage

Soccer is the most popular youth sport in PWC. There are three leagues with more than 1,000 participants for both recreational and travel programming. These groups will have significant interest in participating or hosting indoor soccer or futsal leagues. PWC and ASFG could also provide these programs in-house, creating revenue generating programs for youth and adults. Indoor soccer leagues are extremely popular for all age groups and have proven to generate revenue for indoor sports centers.

project demand (cont.)



prince william county youth basketball & volleyball usage

Youth Basketball

There are two primary youth basketball development programs in PWC—Gainsville Basketball Association (Western) and Eastern Prince William Basketball Association. We envision both groups utilizing (renting) court space during the week to provide high quality training, practices, and hosting weekday games.

There are several travel programs throughout the area that will have interest in establishing the PWC Sports & Events Center as their home facility to train, practice, and host games/tournaments. These programs would also consider renting available office space.

We are confident there are opportunities to develop in-house basketball programming to support growth in participation rates. This program could be branded and run by the County and/or ASFG as a supplant to the existing groups.

Youth Volleyball

Youth volleyball is another huge opportunity for the PWC Sports & Events Center to provide in-house programming. There appears to be a few local volleyball groups, such as the Northern Virginia Volleyball Alliance, which will likely have interest in renting court time; however, developing in-house groups could also provide revenue streams for the facility.

The proposed facility will have the opportunity to cultivate existing youth basketball and volleyball groups, while providing significant growth opportunities through in-house programming, all of which will provide sources of revenue.

In addition to youth programs, the venue will play host to evening adult programming.

project demand (cont.)

prince william county track & field usage

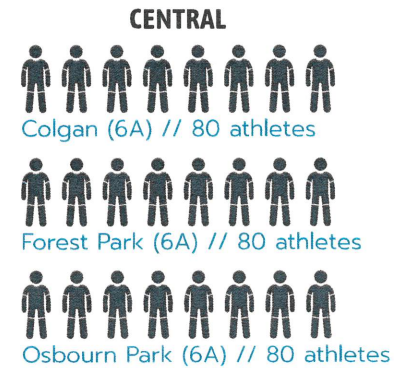
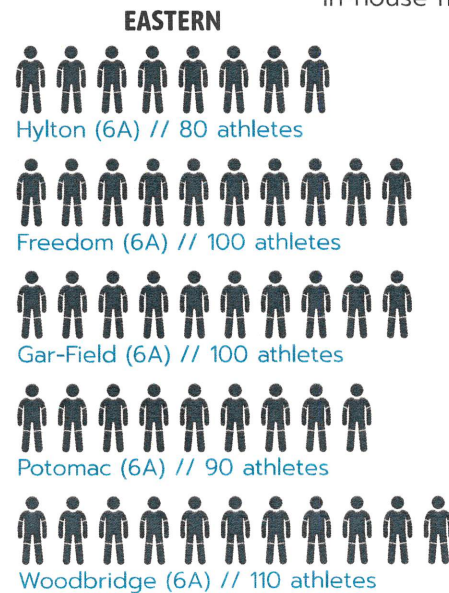
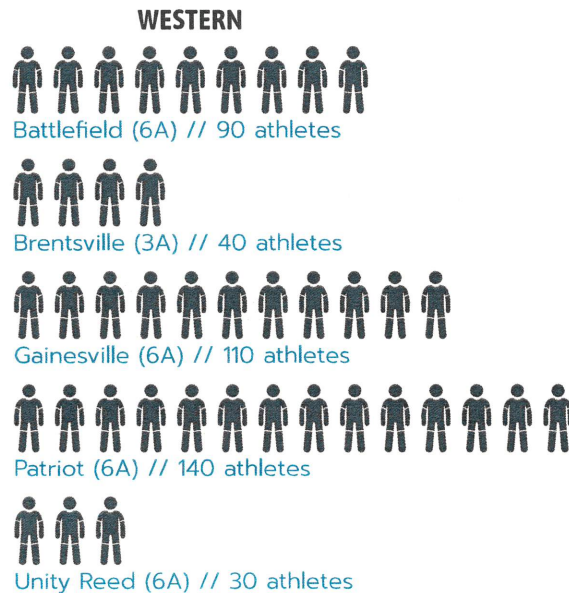
Prince William County has one of the highest high school track and field participation rates in the Commonwealth. With an indoor venue, participation rates will continue to grow as athletes have access to state-of-the-art facilities. Mr. Grant emphasized high school coaches would utilize the facility for special event training. He envisions that coaches would conduct high jump, triple jump, pole vaulting, and hurdle training sessions throughout the week (6:30 AM to 9:00 AM). He noted that high schools would also host meets during the week.

In addition to high school programs, the county is home to at least three track and field club programs, including:

- PWC Panthers Track & Field Club
- Virginia Pride Track Club
- Dale City Lightning Track Club

These programs provide coaching, training, and event participation for youth ages 6-18, supporting hundreds of athletes. They participate in numerous meets and invitations, including AAU and USTAF. We anticipate the indoor facility becoming the host venue for one, if not all these club programs and would provide rent opportunities for weekday use. Elementary and middle school age participation has the opportunity to grow in significant ways due to the availability of indoor programming—as proven by the Birmingham, AL Crossplex. Club teams will also develop and host in-house meets, drawing athletes across the region.

PRINCE WILLIAM COUNTY // HIGH SCHOOL TRACK ATHLETES



04.

programming



programming.

Please provide additional detail regarding expected programming and scheduling for the Facility. For example, please include the projected number of events by type (weekend vs. weekday; national championship, local tournament, club vs. college vs. high school, etc.) and typical times of day (morning, afternoon, evening, all day, etc.) of greatest use.

In our original response, Victus Advisors provided a breakdown of projected facility usage. These projections were based on industry averages and as we proposed, we will need to conduct additional primary market research and sports community engagement efforts to further define building usage. These efforts would include interviews with local user groups, public schools, travel teams, etc. We are proposing to complete these services as one of the first steps in the Interim Agreement.

The study projects that the venue would host a minimum of 45-50 weekend events. These events would include basketball, volleyball, track and field, wrestling, gymnastics, and more.

The weekday usage would include activities throughout the day, with the majority happening in the early evening to late night. We have provided example calendars to demonstrate typical facility usage. These calendars are based on ASFG's 20 years of experience and will be updated with specific groups following the appropriate interviews.

**Due to the confidential nature of this project, we have not been able to conduct formal interviews.*



Programming Schedule: Winter Season (January-March)
Sample Weekday

	court side														track side																								
	BASKETBALL COURT 1		BASKETBALL COURT 2		BASKETBALL COURT 3		BASKETBALL COURT 4		BASKETBALL COURT 5		BASKETBALL COURT 6		BASKETBALL COURT 7		BASKETBALL COURT 8		BASKETBALL COURT 9		BASKETBALL COURT 10		BASKETBALL COURT 11		BASKETBALL COURT 12		BASKETBALL COURT 13		BASKETBALL COURT 14												
TIME	VOLLEYBALL 1	VOLLEYBALL 2	VOLLEYBALL 3	VOLLEYBALL 4	VOLLEYBALL 5	VOLLEYBALL 6	VOLLEYBALL 7	VOLLEYBALL 8	VOLLEYBALL 9	VOLLEYBALL 10	VOLLEYBALL 11	VOLLEYBALL 12	VOLLEYBALL 13	VOLLEYBALL 14	VOLLEYBALL 15	VOLLEYBALL 16	VOLLEYBALL 17	VOLLEYBALL 18	VOLLEYBALL 19	VOLLEYBALL 20	VOLLEYBALL 21	VOLLEYBALL 22	VOLLEYBALL 23	VOLLEYBALL 24	VOLLEYBALL 25	VOLLEYBALL 26	VOLLEYBALL 27	VOLLEYBALL 28											
7:00 AM																	Open Track																						
8:00 AM	Open Gym		Open Gym								Kids Soccer Classes		Pickleball		Pickleball																								
9:00 AM					Homeschool Programming																																		
10:00 AM																																							
11:00 AM																																							
12:00 PM																																							
1:00 PM																																							
2:00 PM																																							
3:00 PM																																							
4:00 PM																																							
5:00 PM	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (13-14 y/o)	Youth Basketball Practice (13-14 y/o)			Youth Volleyball Practice (8-9 y/o)	Youth Volleyball Practice (8-9 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)	Track & Field Rental																						
6:00 PM	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (13-14 y/o)	Youth Basketball Practice (13-14 y/o)			Youth Volleyball Practice (8-9 y/o)	Youth Volleyball Practice (8-9 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)	Club Teams & High School Training																						
7:00 PM	Men's A Basketball League		Men's A Basketball League		Club Basketball Rental		Club Basketball Rental		Club Basketball Rental		Futsal Rental		Youth Volleyball Practice (12-14 y/o)	Youth Volleyball Practice (12-14 y/o)	Youth Volleyball Practice (12-14 y/o)	Youth Volleyball Practice (12-14 y/o)																							
8:00 PM					Men's B Basketball League		Men's B Basketball League		Club Basketball Rental				Youth Volleyball Rental	Youth Volleyball Rental	Youth Volleyball Rental	Youth Volleyball Rental																							
9:00 PM																																							
10:00 PM																																							

Programming Schedule: Spring Season (April-June)
Sample Weekday

TIME	court side														track side																						
	BASKETBALL COURT 1		BASKETBALL COURT 2		BASKETBALL COURT 3		BASKETBALL COURT 4		BASKETBALL COURT 5		BASKETBALL COURT 6		BASKETBALL COURT 7		BASKETBALL COURT 8		BASKETBALL COURT 9		BASKETBALL COURT 10		BASKETBALL COURT 11		BASKETBALL COURT 12		BASKETBALL COURT 13		BASKETBALL COURT 14										
	VOLLEYBALL 1	VOLLEYBALL 2	VOLLEYBALL 3	VOLLEYBALL 4	VOLLEYBALL 5	VOLLEYBALL 6	VOLLEYBALL 7	VOLLEYBALL 8	VOLLEYBALL 9	VOLLEYBALL 10	VOLLEYBALL 11	VOLLEYBALL 12	VOLLEYBALL 13	VOLLEYBALL 14	VOLLEYBALL 15	VOLLEYBALL 16	VOLLEYBALL 17	VOLLEYBALL 18	VOLLEYBALL 19	VOLLEYBALL 20	VOLLEYBALL 21	VOLLEYBALL 22	VOLLEYBALL 23	VOLLEYBALL 24	VOLLEYBALL 25	VOLLEYBALL 26	VOLLEYBALL 27	VOLLEYBALL 28									
7:00 AM																																					
8:00 AM	Open Gym		Open Gym								Kids Soccer Classes		Pickleball		Pickleball																						
9:00 AM																																					
10:00 AM																																					
11:00 AM																																					
12:00 PM																																					
1:00 PM																																					
2:00 PM																																					
3:00 PM																																					
4:00 PM																																					
5:00 PM	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (13-14 y/o)	Youth Basketball Practice (13-14 y/o)			Youth Volleyball Practice (6-9 y/o)	Youth Volleyball Practice (6-9 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)																					
6:00 PM	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (13-14 y/o)	Youth Basketball Practice (13-14 y/o)			Youth Volleyball Practice (6-9 y/o)	Youth Volleyball Practice (6-9 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)			Volleyball Rental	Volleyball Rental	Volleyball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental									
7:00 PM					Club Basketball Rental		Club Basketball Rental		Club Basketball Rental		Futsal Rental		Youth Volleyball Practice (6-9 y/o)	Youth Volleyball Practice (6-9 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)			Volleyball Rental	Volleyball Rental	Volleyball Rental	Club Basketball Rental			Adult Futsal League Games	Adult Futsal League Games	Adult Futsal League Games	Adult Futsal League Games									
8:00 PM	Men's A Basketball League		Men's A Basketball League						Club Basketball Rental				Volleyball Rental	Volleyball Rental	Volleyball Rental	Volleyball Rental																					
9:00 PM					Men's B Basketball League		Men's B Basketball League																														
10:00 PM																																					

Programming Schedule: Summer Season (July-September)
Sample Weekday

TIME	court side														track side														
	BASKETBALL COURT 1		BASKETBALL COURT 2		BASKETBALL COURT 3		BASKETBALL COURT 4		BASKETBALL COURT 5		BASKETBALL COURT 6		BASKETBALL COURT 7		BASKETBALL COURT 8		BASKETBALL COURT 9		BASKETBALL COURT 10		BASKETBALL COURT 11		BASKETBALL COURT 12		BASKETBALL COURT 13		BASKETBALL COURT 14		
	VOLLEYBALL 1	VOLLEYBALL 2	VOLLEYBALL 3	VOLLEYBALL 4	VOLLEYBALL 5	VOLLEYBALL 6	VOLLEYBALL 7	VOLLEYBALL 8	VOLLEYBALL 9	VOLLEYBALL 10	VOLLEYBALL 11	VOLLEYBALL 12	VOLLEYBALL 13	VOLLEYBALL 14	VOLLEYBALL 15	VOLLEYBALL 16	VOLLEYBALL 17	VOLLEYBALL 18	VOLLEYBALL 19	VOLLEYBALL 20	VOLLEYBALL 21	VOLLEYBALL 22	VOLLEYBALL 23	VOLLEYBALL 24	VOLLEYBALL 25	VOLLEYBALL 26	VOLLEYBALL 27	VOLLEYBALL 28	
7:00 AM																													
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11:00 AM	Open Gym		Open Gym																										
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4:00 PM																													
5:00 PM	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (13-14 y/o)	Youth Basketball Practice (13-14 y/o)			Youth Volleyball Practice (6-8 y/o)	Youth Volleyball Practice (6-8 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)													
6:00 PM	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (13-14 y/o)	Youth Basketball Practice (13-14 y/o)			Youth Volleyball Practice (6-8 y/o)	Youth Volleyball Practice (6-8 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)			Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	Basketball Rental	
7:00 PM																													
8:00 PM	Men's A Basketball League		Men's A Basketball League		Club Basketball Rental		Club Basketball Rental		Club Basketball Rental				Youth Volleyball Practice (12-14 y/o)	Youth Volleyball Practice (12-14 y/o)	Youth Volleyball Practice (12-14 y/o)	Youth Volleyball Practice (12-14 y/o)			Adult Women's Volleyball Games	Adult Women's Volleyball Games	Adult Women's Volleyball Games	Adult Women's Volleyball Games	Club Basketball Rental	Basketball Rental	Adult Futsal League Games	Adult Futsal League Games	Adult Futsal League Games	Adult Futsal League Games	
9:00 PM																													
10:00 PM																													

Programming Schedule: Winter Season (October-December)
Sample Weekday

TIME	court side														track side															
	BASKETBALL COURT 1		BASKETBALL COURT 2		BASKETBALL COURT 3		BASKETBALL COURT 4		BASKETBALL COURT 5		BASKETBALL COURT 6		BASKETBALL COURT 7		BASKETBALL COURT 8		BASKETBALL COURT 9		BASKETBALL COURT 10		BASKETBALL COURT 11		BASKETBALL COURT 12		BASKETBALL COURT 13		BASKETBALL COURT 14			
	VOLLEYBALL 1	VOLLEYBALL 2	VOLLEYBALL 3	VOLLEYBALL 4	VOLLEYBALL 5	VOLLEYBALL 6	VOLLEYBALL 7	VOLLEYBALL 8	VOLLEYBALL 9	VOLLEYBALL 10	VOLLEYBALL 11	VOLLEYBALL 12	VOLLEYBALL 13	VOLLEYBALL 14	VOLLEYBALL 15	VOLLEYBALL 16	VOLLEYBALL 17	VOLLEYBALL 18	VOLLEYBALL 19	VOLLEYBALL 20	VOLLEYBALL 21	VOLLEYBALL 22	VOLLEYBALL 23	VOLLEYBALL 24	VOLLEYBALL 25	VOLLEYBALL 26	VOLLEYBALL 27	VOLLEYBALL 28		
7:00 AM																														
8:00 AM	Open Gym																													
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3:00 PM	Open Gym																													
4:00 PM	Open Gym																													
5:00 PM	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (13-14 y/o)	Youth Basketball Practice (13-14 y/o)			Youth Volleyball Practice (6-8 y/o)	Youth Volleyball Practice (6-8 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)	ASFG Rec Track & Field													
6:00 PM	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (5-6 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (7-8 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (9-10 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (11-12 y/o)	Youth Basketball Practice (13-14 y/o)	Youth Basketball Practice (13-14 y/o)			Youth Volleyball Practice (6-8 y/o)	Youth Volleyball Practice (6-8 y/o)	Youth Volleyball Practice (10-11 y/o)	Youth Volleyball Practice (10-11 y/o)	ASFG Rec Track & Field													
7:00 PM	Men's A Basketball League		Men's A Basketball League		Club Basketball Rental		Club Basketball Rental		Club Basketball Rental		Futsal Rental		Youth Volleyball Practice (12-14 y/o)	Youth Volleyball Practice (12-14 y/o)	Youth Volleyball Practice (14-16 y/o)	Youth Volleyball Practice (14-16 y/o)	ASFG Rec Track & Field													
8:00 PM	Men's A Basketball League		Men's A Basketball League		Men's B Basketball League		Men's B Basketball League		Club Basketball Rental				Volleyball Rental	Volleyball Rental	Volleyball Rental	Volleyball Rental	ASFG Rec Track & Field													
9:00 PM	Men's A Basketball League		Men's A Basketball League		Men's B Basketball League		Men's B Basketball League		Club Basketball Rental								ASFG Rec Track & Field													
10:00 PM	Men's A Basketball League		Men's A Basketball League		Men's B Basketball League		Men's B Basketball League		Club Basketball Rental								ASFG Rec Track & Field													

Programming Schedule
Sample Weekend #1

TIME	court side														track side																																				
	BASKETBALL COURT 1	BASKETBALL COURT 2	BASKETBALL COURT 3	BASKETBALL COURT 4	BASKETBALL COURT 5	BASKETBALL COURT 6	BASKETBALL COURT 7	BASKETBALL COURT 8	BASKETBALL COURT 9	BASKETBALL COURT 10	BASKETBALL COURT 11	BASKETBALL COURT 12	BASKETBALL COURT 13	BASKETBALL COURT 14	VOLLEYBALL 1	VOLLEYBALL 2	VOLLEYBALL 3	VOLLEYBALL 4	VOLLEYBALL 5	VOLLEYBALL 6	VOLLEYBALL 7	VOLLEYBALL 8	VOLLEYBALL 9	VOLLEYBALL 10	VOLLEYBALL 11	VOLLEYBALL 12	VOLLEYBALL 13	VOLLEYBALL 14	VOLLEYBALL 15	VOLLEYBALL 16	VOLLEYBALL 17	VOLLEYBALL 18	VOLLEYBALL 19	VOLLEYBALL 20	VOLLEYBALL 21	VOLLEYBALL 22	VOLLEYBALL 23	VOLLEYBALL 24	VOLLEYBALL 25	VOLLEYBALL 26	VOLLEYBALL 27	VOLLEYBALL 28									
SATURDAY																																																			
7:00 AM																																																			
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5:00 PM																																																			
6:00 PM																																																			
7:00 PM																																																			
8:00 PM	Men's Basketball League	Men's Basketball League	Men's Basketball League	Men's Basketball League	Basketball Rental		Basketball Rental		Adult Women's Volleyball Games	Adult Women's Volleyball Games	Adult Women's Volleyball Games	Adult Coed Volleyball Games	Adult Futsal League Games	Adult Futsal League Games																																					
9:00 PM																																																			
10:00 PM																																																			

Programming Schedule
Sample Weekend #2

TIME	court side																track side											
	BASKETBALL COURT 1		BASKETBALL COURT 2		BASKETBALL COURT 3		BASKETBALL COURT 4		BASKETBALL COURT 5		BASKETBALL COURT 6		BASKETBALL COURT 7		BASKETBALL COURT 8		BASKETBALL COURT 9		BASKETBALL COURT 10		BASKETBALL COURT 11		BASKETBALL COURT 12		BASKETBALL COURT 13		BASKETBALL COURT 14	
	VOLLEYBALL 1	VOLLEYBALL 2	VOLLEYBALL 3	VOLLEYBALL 4	VOLLEYBALL 5	VOLLEYBALL 6	VOLLEYBALL 7	VOLLEYBALL 8	VOLLEYBALL 9	VOLLEYBALL 10	VOLLEYBALL 11	VOLLEYBALL 12	VOLLEYBALL 13	VOLLEYBALL 14	VOLLEYBALL 15	VOLLEYBALL 16	VOLLEYBALL 17	VOLLEYBALL 18	VOLLEYBALL 19	VOLLEYBALL 20	VOLLEYBALL 21	VOLLEYBALL 22	VOLLEYBALL 23	VOLLEYBALL 24	VOLLEYBALL 25	VOLLEYBALL 26	VOLLEYBALL 27	VOLLEYBALL 28
SATURDAY	Club Basketball Tournament																Track Meet											
7:00 AM																												
8:00 AM																												
9:00 AM																												
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6:00 PM																												
7:00 PM																												
8:00 PM																												
9:00 PM																												
10:00 PM																												
SUNDAY	Club Basketball Tournament																Track Meet											
7:00 AM																												
8:00 AM																												
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6:00 PM																												
7:00 PM																												
8:00 PM																												
9:00 PM																												
10:00 PM																												
	Men's Basketball League		Men's Basketball League		Men's Basketball League		Men's Basketball League		Basketball Rental				Basketball Rental															

programming (cont.)

Does your pro forma factor in offering free use or paying right-holders to come to the facility? Other giveaways?

We have not anticipated any free use from a facility operations perspective. If Visit Prince William County chooses to offer incentives to rights holders to bring their events to the county, these can be discussed with the operations team. We understand that some events will bring enough economic impact that it will make financial sense to provide incentives; however, the financial impacts to the venue will need to be discussed. Ultimately, ASFG's top priority is to serve the County and their goals. For the purposes of the pro forma, we did not factor any free court time.

Please provide additional detail regarding expos and community events.

We anticipate the facility functioning primarily as a sports event facility; however, the flexible design will allow the venue to be utilized for a variety of functions.

PROPOSED NON-SPORT RELATED USE:

program space (courts & track)

- Expos
- Tradeshows/Conferences
- Speaker Events
- Convocations
- Corporate Functions
- Graduations

meeting rooms

- Civil League Meetings
- Community Meetings
- Corporate Meetings, Trainings, and/or Retreats
- Parties/Gatherings

Please include a discussion of the expected set-up / take-down time and how such activities may impact anticipated the number or timing of sports and other events.

Generally, set-up/take down time will minimal due to the use of fully-automated and fixed equipment. Our design calls for ceiling mounted basketball and volleyball systems that operate using tablets, greatly reducing turnover time. Courts can be transitioned from basketball to volleyball in a matter of minutes, reducing operational time and costs. For non-basketball/volleyball events in the courts area, there will be time required for set up and take down, typically be completed in matter of hours.

For example, if the facility was hosting a large wrestling meet, the operations/event promotion team will need access to the facility the day prior to the start of the event. Most events take place on Saturday and Sunday, with participants arriving Friday afternoon/evening. The event promoter would behind be setting up the facility Friday morning. This would require that weekday events not be held on Friday. Typically, ASFG would refrain from scheduling activities on Fridays during the peak travel sports seasons.

The track area design includes a hydraulically banked track that can be lowered and raised in a matter of minutes, again greatly reducing operation time and cost. The track area could be utilized for a wide range of events and would require similar set-up/take-down times for non-track related events.

Weekend events would require an average of a couple of hours to a full day for set-up and take-down. Typical weekday events would require minimal set-up/take-down time, with most activities requiring less than two hours.

programming (cont.)

ASFG is experienced in maximizing facility use and schedules. They will work with Prince William County to ensure the County’s goals are prioritized and then fill the schedule with activities throughout the week and every weekend. Our design includes equipment that increase operational efficiency, providing the operations team the ability to reduce downtime and increase usage.

Please provide additional detail regarding in-house owned and operated events or 3rd party organizer owned and operated events.

Our initial study included programming that focused primarily on in-house leagues and camps. These leagues and camps were mainly volleyball and basketball (approximately 110 court hours per month, on average).

LEAGUE/CAMP PROGRAMMING

LEAGUE/CAMP	# OF LEAGUES	TEAMS/LEAGUE	FEE/TEAM	TOTAL
Basketball	25	8	\$500	\$100,000
Youth Basketball	25	8	\$500	\$100,000
Volleyball	20	8	\$500	\$80,000
Youth Volleyball	20	8	\$500	\$80,000
TOTAL				\$360,000

ASFG will partner with Prince William County and the local tourism groups to develop in-house, grass root events that will draw-in visitors from around the country. They have a proven track record of creating in-house events and building participation over a two to five-year period that becomes significant events that attract thousands of participates and spectators.



The sports and events center will become a home facility to dozens of local travel teams who will lease court space throughout the year for practices and generate in-house weekend tournaments and events. Some of these teams will be existing county programs and others will be created because of the existence of the new organizations. As these groups grow, they will travel to other tournaments and foster relationships that will create reciprocity opportunities.

Lastly, ASFG, Prince William County, and the local tourism groups will be able to market the sports and events center for local, regional, and national events. The sports marketing team will travel to the various tradeshow, conferences, and expos (TEAMS, Connect Sports, etc.) to market the venue and book events. Adjacent to one of the largest markets in the country, a state-of-the-art facility in Prince William County uniquely positions the County to capture a large portion of the indoor sports and events tourism market.

Developing a facility program with a balance of in-house, local, and third party events will ensure long-term success and viability.

05.

additional facility considerations



additional facility considerations.

Do you anticipate that any of the potential additional alternates (e.g., fitness center, pool) to the base design would increase the net financial return of the facility? If so, please describe.

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additional facility considerations (cont.)

Please provide additional detail regarding the plan for parking revenues, including the plan and costs of collecting such revenue and any related costs. The County prefers to replace the parking fee with an admissions fee for out-of-County residents.

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The parking fee could be collected as an admission fee for out-of-county residents. There are a number of ways that the venue would collect revenue without deterring participants from attending. Most parents/spectators will pay reasonable fees (parking, admissions, surcharges, etc.) to attend events. However, there may be times to lower or eliminate fees to secure events that may generate substantial economic impact. As previously mentioned, understanding the facility goal's purpose will help drive financial decisions.

Given the anticipated programming and potential site(s), please describe what parking will be needed to accommodate the Facility. In this response, please consider the potential use of any nearby parking facilities.

Based on experience and comparable facilities, a sports center of this size and magnitude will need approximately 1,200 spaces. For weekday events, the parking requirement would be significantly lower, ranging between 200-500 spaces.

Shared parking could be a very cost-efficient solution if opportunities are available. Depending on site selection, the County could utilize their large number of commuter parking spaces. Commuter lots operate at reduced levels during weekends, which could provide additional parking for large weekend events.

Have you accounted for any facility downtime for basic maintenance and upkeep in schedule for programming?

Our proposal includes appropriate time for basic maintenance and upkeep. Most maintenance and upkeep activities will take place in non-peak hours. These activities will not impact the facilities programming except for emergency events. ASFG will provide regular and required maintenance as per the final agreement, to ensure that the facility and equipment operate at optimal performance. The only maintenance that will require extended downtime will involve resurfacing the hardwood floors. This will be done every 4-5 years. However, ASFG will schedule these activities in a manner that will minimize interruption to programming.

additional facility considerations (cont.)

Please provide details regarding the number and size of planned multipurpose rooms: planned or expected use.

Currently, our design includes approximately 3,000 SF of meeting room space. These spaces can be used for a variety of activities including to support large weekend events or weekly activities. Meeting rooms are typically utilized in the following ways:

- Team Meetings
- Media Spaces
- Corporate Functions
- Birthday Parties
- Vendors
- Community Meetings
- Coaches/Recruiter Suites



Consider addition of more or larger breakout rooms/restrooms to support large sports tournaments and events?

Our team is prepared to discuss adding additional breakout room space. Depending on budget and need, additional flex space would provide benefits to the facility.

We are confident that our restroom counts would be sufficient for the majority of proposed events; however, we are open to adding additional bathrooms depending on budget and code requirements.

Please describe expected or planned A/V capabilities within facility, including sound, visual displays, and timing systems, and whether these systems are included within the base scope or to be provided by the County. The County's desire is for these systems to be included in the base scope.

Our proposal includes typical scope associated with electrical components. Currently, we do not have costs associated with owner supplied A/V. We are prepared to discuss A/V options with the County to determine appropriate services based on desires and needs. Following discussions, these scopes can be added to our base scope.



06.

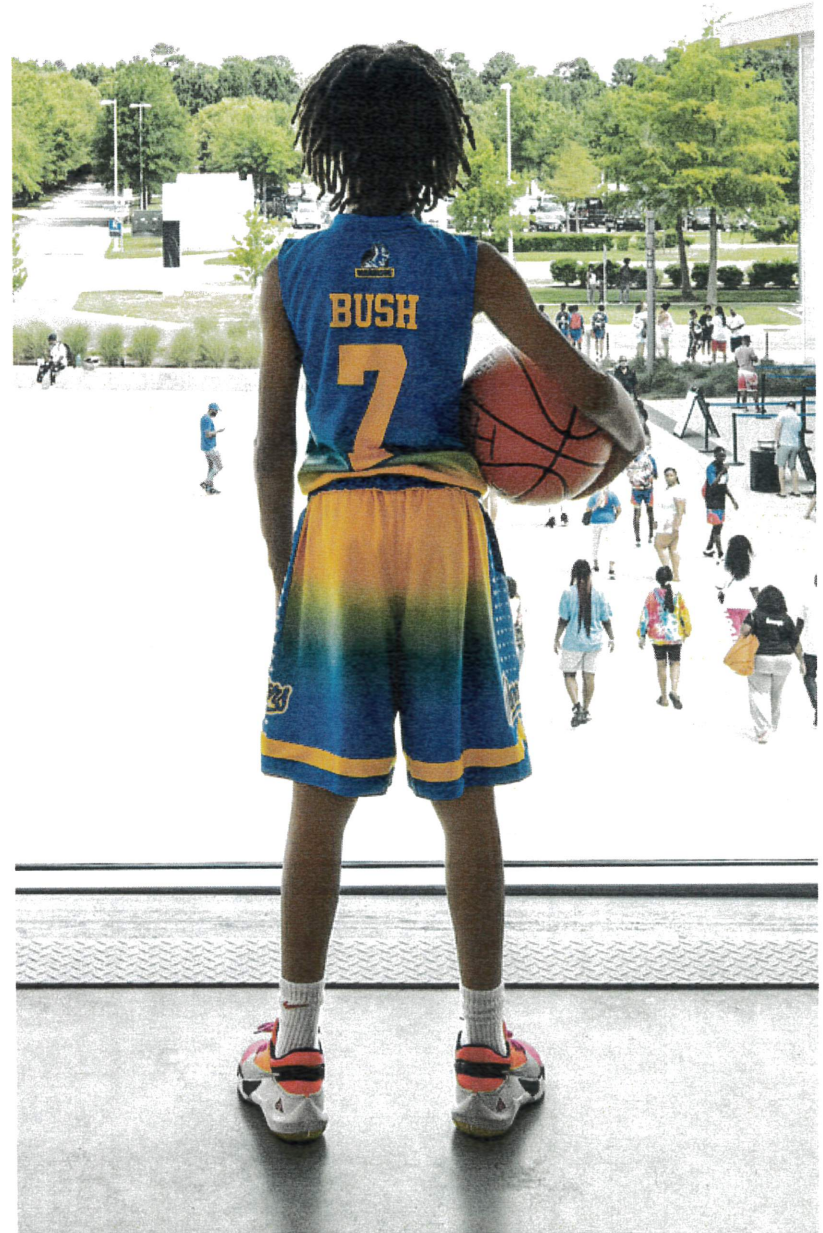
**operator &
operating agreement**

GO START

operator & operating agreement.

Please describe in detail proposed terms of a potential operating agreement. For the sake of this question, please assume the County enters into a qualified management contact with the operator, with certain operator incentives available. Within these terms, among others, please describe how the agreement might govern sales and event scheduling and recreation programming / leagues. Please also describe funding and other requirements related to the ongoing maintenance and repairs of the facility, i.e., responsibility for maintenance, repair, and capital improvements.

Our team has attached a sample operating agreement for the County to review. The agreement is typical for the industry; however, would require discussions between American Sports Facilities Group and the County to final terms.



07.

financial considerations



financial considerations.

Is the Developer team willing to contribute to the project's capital cost by funding the required FF&E? In responding to this question, please assume the County funds and finances other capital costs associated with the Facility.

Please provide an updated, detailed financial pro forma for the first ten years that aligns with any additional updates or changes to the original proposal. Please confirm that proposed operator ASFG is aligned with the operating pro forma.

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financial considerations (cont.)

Please adjust your operating pro forma to assume the sale of alcohol is permitted.

Explain the source and/or rationale for your cost of goods sold estimate.

PROPRIETARY & CONFIDENTIAL

financial considerations (cont.)

Detail expected sponsorships, what are they for?

Detail expected salaries and wages by position.

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financial considerations (cont.)

Will any on-site dry camping (RVs and Campers) be allowed and if so, is there a different parking rate?

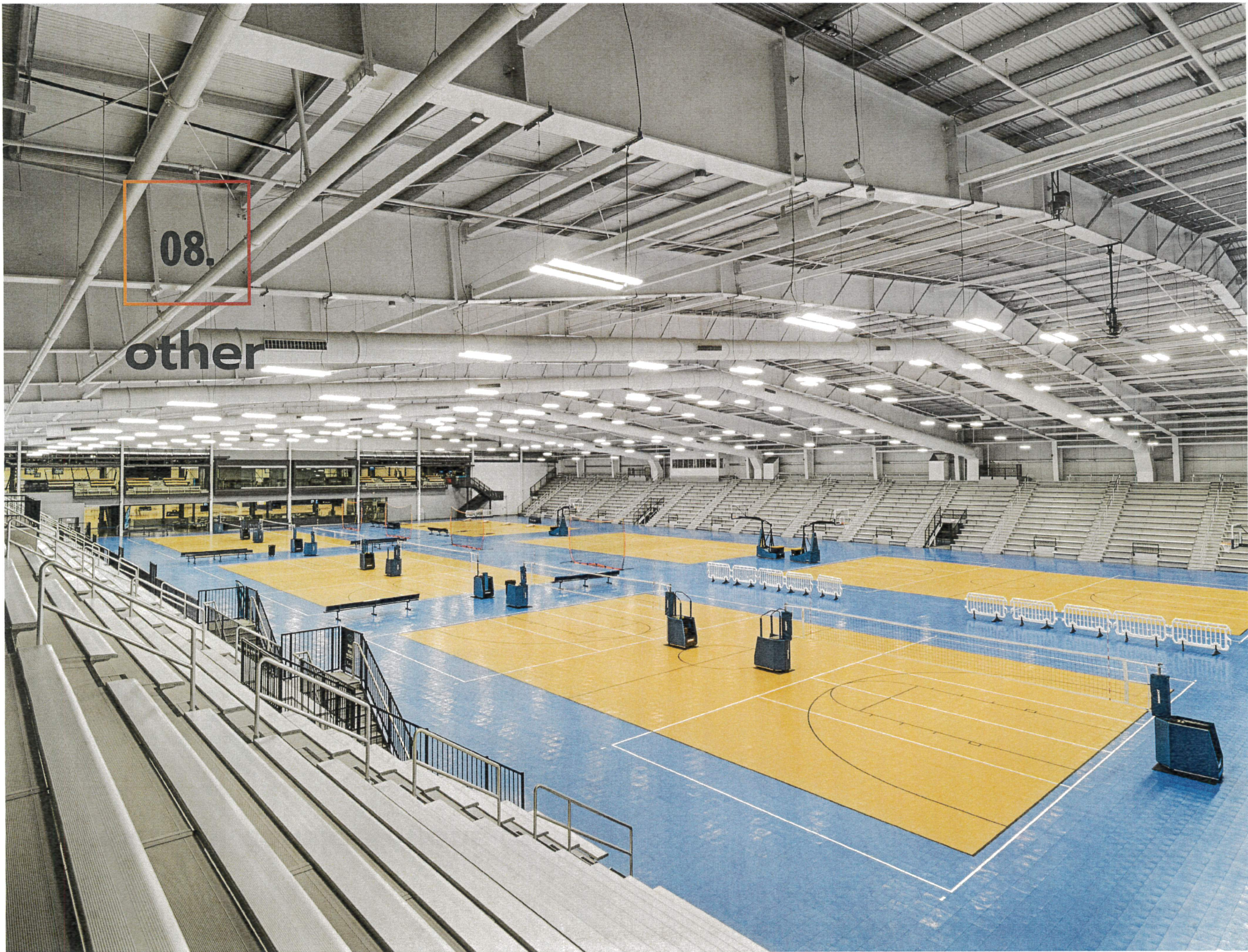
Generally speaking, this would not be an ideal practice. Campers and RVs would reduce hotel room nights and food and beverage spending, reducing economic impact for the County. If the County elected to allow campers and RVs, the fee would need to be enough to cover some of the economic impact losses.

Will there be space for vendors and is vendor participation fee included in revenue?

Our design has some small areas for vendors, but this revenue is typically not substantial thus we have not included any fees in our projections.

08.

other



other.

Beyond those described herein, please describe any additional changes relative to the initial proposal.

No additional changes.

Please confirm that the proposed sports and events center is not conditional upon MEB's development of a nearby hotel.

The proposal is not dependent on the development of a nearby hotel. We proposed a hotel as a support amenity. Depending on the final site selection, there may be sufficient hotel supply through existing offerings.

A.

attachments



SAMPLE

FACILITY MANAGEMENT AGREEMENT

between

Prince William County

and

American Sports Facilities Group

Dated: December 1, 2022

FACILITY MANAGEMENT AGREEMENT

THIS FACILITY MANAGEMENT AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2022 (the "Effective Date"), by and between Prince William County, (the "Owner") and American Sports Facilities Group (the "Manager").

RECITALS

WHEREAS, Owner owns the infrastructure, buildings, parking, lighting, sports playing surfaces, sports equipment, and all other hard assets associated with the athletic complex as the same exist now or may exist in the future including improvements related thereto specifically located at _____ in _____, as the same exist now or may exist in the future, known as the "_____" or any other name that may be identified in the future ("Facility");

WHEREAS, Manager has expertise in providing management services for athletic complex facilities throughout the United States;

WHEREAS, Owner and Manager desire for American Sports Facilities Group to open, operate, and manage the Facility subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the promises and covenants herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner and Manager agree as follows:

ARTICLE 1 DEFINITIONS

1.1. **Definitions.** For purposes of this Agreement, the following terms have the meanings referred to in this Section:

Affiliate: A person or company that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with, a specified person or company.

Agreement: The "Agreement" shall mean this Management Agreement, together with all exhibits attached hereto (each of which are incorporated herein as an integral part of this Agreement), as amended, supplemented or restated from time to time.

Capital Expenditures: All expenditures for building additions, alterations, repairs or improvements and for purchases of additional or replacement furniture, machinery, or equipment, where the cost of such expenditure is greater than Five Thousand Dollars (\$5,000) and the depreciable life of the applicable item is, according to generally accepted accounting principles, in excess of five (5) years.

Commencement Date: shall have the meaning given to such term in Section 4.1 below.

Commercial Rights: Naming rights, pouring rights, advertising, sponsorships, the branding of food and beverage products for resale and memorial gifts at or with respect to the Facilities.

Early Termination Fee: The term "Early Termination Fee" shall have the meaning ascribed to such term in Section 4.3(a) of this Agreement.

Effective Date: "Effective Date" shall have the meaning ascribed to such term in the preamble of this Agreement.

Emergency Repair: The repair of a condition which, if not performed immediately, creates an imminent danger to persons or property and/or an unsafe condition at the Facility threatening persons or property.

Event of Force Majeure: An act of God, fire, earthquake, hurricane, flood, riot, civil commotion, terrorist act, terrorist threat, storm, washout, wind, lightning, landslide, explosion, epidemic, pandemic, inability to obtain materials or supplies, accident to machinery or equipment, any law, ordinance, rule, regulation, or order of any public or military authority stemming from the existence of economic or energy controls, hostilities or war, a labor dispute which results in a strike or work stoppage affecting the Facility or services described in this Agreement, or any other cause or occurrence outside the reasonable control of the party claiming an inability to perform and which by the exercise of due diligence could not be reasonably prevented or overcome.

Existing Contracts: Service Contracts, Revenue Generating Contracts, and other agreements relating to the day-to-day operation of the Facilities existing as of the Effective Date.

Facility: The "Facility" shall have the meaning ascribed to such term in the Recitals to this Agreement.

FF&E: Furniture, fixtures and equipment to be procured for use at the Facilities.

General Manager: The employee of Manager acting as the full-time on-site general manager of the Facilities.

Laws: Means all applicable laws, statutes, rules, regulations and ordinances.

Management-Level Employees: The General Manager, Marketing Manager, Operations Manager, Membership Manager, Finance Manager, and Sports Programming Manager.

Manager: The term "Manager" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Operating Account: A separate interest-bearing account in the name of the Owner at a licensed bank, to be designated by the Owner, where Revenue is deposited and from which Operating Expenses are paid.

Operating Budget: A line item budget for the Facility that includes a projection of Revenues and Operating Expenses, presented on a monthly and annual basis.

Operating Expenses: All expenses incurred by Manager in connection with its operation, promotion, maintenance and management of the Facilities, including but not limited to the following:

(i) employee payroll, bonuses and benefits (including payments to any national benefit system, relocation costs, termination costs (including severance costs and payments in lieu of termination), and related costs, (ii) cost of operating supplies, including general office supplies, (iii) advertising, marketing,

group sales, and public relations costs, (iv) cleaning expenses, (v) data processing costs, (vi) dues, subscriptions and membership costs, (vii) the Fixed Management Fee, (viii) printing and stationery costs, (ix) postage and freight costs, (x) equipment rental costs, (xi) minor repairs, maintenance, and equipment servicing, not including expenses relating to performing capital improvements or repairs, (xii) security expenses, (xiii) telephone and communication charges, (xiv) travel and entertainment expenses of Manager employees, (xv) cost of employee uniforms and identification, (xvi) exterminator and trash removal costs, if applicable (xvii) computer, software, hardware and training costs, (xviii) parking expenses, (xix) utility expenses, (xx) office expenses, (xxi) audit and accounting fees, (xxii) legal fees, (xxiii) all bond and insurance costs, including but not limited to personal property, general liability, professional liability and worker's compensation insurance, (xxiv) commissions and all other fees payable to third parties (*e.g.* commissions relating to food, beverage and merchandise concessions services and commercial rights sales), (xxv) cost of complying with any Laws, (xxvi) costs incurred by Manager to settle or defend any claims asserted against Manager arising out of its operations at the Facilities on behalf of Owner; (xxvii) loss, costs, damage, liability and any other obligations arising under or incurred under Service Contracts and other agreements relating to Facility operations, and (xxviii) Taxes. The term "Operating Expenses" does not include debt service on the Facility, Capital Expenditures or any Incentive Fees (all of which shall be the responsibility of the Owner).

Operating Year: Each twelve (12) month period during the Term, commencing on January 1 and ending on December 31, provided that the first Operating Year shall be a shortened year commencing on the Commencement Date and ending on December 31st of that year and the last Operating Year shall be a shortened year, ending upon the expiration of this Agreement.

Operations Manual: The document has been developed by Manager, which shall contain terms regarding the management and operation of the Facility including detailed policies and procedures to be implemented in operating the Facility, as agreed upon by both the Owner and the Manager.

Owner: The term "Owner" shall have the meaning ascribed to such term in the Recitals to this Agreement.

Payroll Account: A separate account in the name of Manager at a licensed bank through which all Facility staff and other personnel employed by Manager (including related payroll taxes), or engaged by Manager as an independent contractor, are paid.

Pre-Opening: Time period prior to the Grand Opening and beginning of events, programs and activities operations, and during which the facility is being constructed and the business development, operational preparations, and organizational development is taking place.

Recruitment Fee: The term "Recruitment Fee" shall have the meaning ascribed to such term in Section 6.4 of this Agreement.

Regulatory Approvals: All applicable governmental or regulatory approvals, authorizations, consents, licenses or permits.

Revenue: All revenues generated by Manager's operation of the Facility, including but not limited to event ticket proceeds income, rental and license fee income, merchandise income, gross food and beverage income, gross income from any sale of Commercial Rights, gross service income, equipment rental fees, box office income, and miscellaneous operating income, but shall not include event ticket proceeds held by Manager in trust for a third party and paid to such third party.

Revenue Generating Contracts: Vendor, concessions and merchandising agreements, user/rental agreements, booking commitments, licenses, and all other contracts or agreements generating revenue for the Facility and entered into in the ordinary course of operating the Facility.

Service Contracts: Agreements for services to be provided in connection with the operation of the Facility, including without limitation agreements for consulting services, ticketing, web development and maintenance, computer support services, FF&E purchasing services, engineering services, electricity, steam, gas, fuel, general maintenance, HVAC maintenance, telephone, staffing personnel including guards, ushers and ticket-takers, extermination, elevators, stage equipment, fire control panel and other safety equipment, snow removal and other services which are deemed by Manager to be either necessary or useful in operating the Facility.

Taxes: Any and all governmental assessments, franchise fees, excises, license and permit fees, levies, charges and taxes, of every kind and nature whatsoever, which at any time during the Term may be assessed, levied, or imposed on, or become due and payable out of or in respect of, (i) activities conducted on behalf of the Owner at the Facility, including without limitation the sale of concessions, the sale of tickets, and the performance of events (such as any applicable sales and/or admissions taxes, use taxes, excise taxes, occupancy taxes, employment taxes, and withholding taxes), or (ii) any payments received from any holders of a leasehold interest or license in or to the Facility, from any guests, or from any others using or occupying all or any part of the Facility.

Term: The term "Term" shall have the meaning ascribed to such term in Section 4.1 of this Agreement.

ARTICLE 2 SCOPE OF SERVICES

2.1 Engagement.

(a) Owner hereby engages Manager during the Term to act as the sole and exclusive manager and operator of the Facility, subject to and as more fully described in this Agreement, and, in connection therewith, to perform the services described herein and in Exhibits A and B attached hereto.

(b) Manager hereby accepts such engagement, and shall perform the services described herein, subject to the limitations expressly set forth in this Agreement.

2.2 Limitations on Manager's Duties. Manager's obligations under this Agreement are contingent upon and subject to the Owner making available, in a timely fashion, the funds budgeted for and/or reasonably required by Manager to carry out such obligations during the Term. Manager shall not be considered to be in breach or default of this Agreement and shall have no liability to the Owner or any other party, in the event Manager does not perform any of its obligations hereunder due to failure by the Owner to timely provide such funds.

**ARTICLE 3
COMPENSATION**

3.1 **Management Fees.** In consideration of Manager's performance of its services hereunder, Owner shall pay Manager those payments as further set forth in Exhibit B attached hereto.

**ARTICLE 4
TERM; TERMINATION**

4.1 **Term.** The term of this Agreement (the "Term") shall begin on the Effective Date and, unless sooner terminated pursuant to the provisions of Section 4.2 below, shall expire on the fifth (5th) anniversary of the Opening Date of the Facility.

4.2 **Early Termination.** This Agreement may be terminated by Owner or Manager, with or without cause, at any time by providing the other party with written notice on or before the date such terminating party wishes to terminate this Agreement (the "Termination Date").

(a) For Owner's Convenience: Owner shall have the right to terminate this Agreement for any reason or no reason subject to section 4.3 below.

(b) For Manager's Convenience: Manager shall have the right to terminate this Agreement for any reason or no reason upon twelve (12) months' notice to Owner.

(c) For Cause by Owner: Owner shall have the right to terminate this Agreement for Cause at any time. Upon termination by Owner for cause, Manager shall promptly vacate the Facility and no Early Termination Fee or other compensation, damages or lost profits related to early termination shall be due or payable to Manager. Cause for termination shall include, but not be limited to, Manager's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Owner detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Owner shall not be entitled to terminate for cause where Manager shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

(d) For Cause by Manager: Manager shall have the right to terminate this Agreement for Cause at any time. Upon termination for cause by Manager shall be contingent upon Manager promptly vacating the Facility and taking nothing of value from Owner without owner's written permission. Manager expressly waives any possessory lien rights or right of set-off it might have against any of Owner's property or assets. Cause for termination shall include, but not be limited to, Owner's (i) repeated failure to timely pay into the Operating Account budgeted Owner contributions; (ii) Owner's failure to cure the breach of any material provision in this Agreement within twenty (20) days after receipt of written notice to cure from Manager detailing that breach; except that in the event that a cure is not objectively possible within twenty (20) days after that notice, Manager shall not be entitled to terminate for cause where Owner shall commence to cure the noticed breach as fully as possible within that twenty (20) day period and thereafter diligently and continuously pursue that cure to a successful completion within sixty (60) days after that notice.

4.3 Effect of Early Termination.

(a) Upon termination by the Owner for any reason other than for "cause" due to Manager's breach of any material provision herein, without cure by Manager following written notice from Owner detailing such breach of this Agreement, Owner shall pay to Manager a termination fee (the "Early Termination Fee") on the Termination Date that is equal to (a) the greater of: (i) the trailing twelve (12) months' fees due to Manager hereunder or (ii) twelve (12) times the average monthly payment due to Manager during the Term; plus (b) any bonus or incentive payments that the Manager has earned through the Termination Date; plus (c) twelve (12) months' salary for all full-time employees of Manager that have been employed pursuant to the terms of this Agreement; plus (d) any severance payments and/or relocation expenses which are incurred by Manager related to the Manager's terminating or relocating full-time employees that have been assigned to the Facility. In the Event that Owner terminates this Agreement, Owner shall have the right to request that Manager vacate the property and cease all management activities related to the Facility, in which case Owner shall pay Manager the Termination Fee as set forth above. If the Owner terminates this Agreement in the manner described in this paragraph within the last twelve months of the Term, the Early Termination Fee shall be prorated by the number of months remaining in the Term of the Agreement as of the Termination Date.

(b) Upon termination or expiration of this Agreement for any reason, (i) Manager shall promptly discontinue the performance of all services hereunder, (ii) the Owner shall promptly pay Manager all fees due Manager up to the date of termination or expiration (subject to proration if the Term ends other than at the end of the Operating Year), (iii) Manager shall make available to the Owner all data, electronic files, documents, procedures, reports, estimates, summaries, and other such information and materials with respect to the Facilities as may have been accumulated by Manager in performing its obligations hereunder, whether completed or in process, and (iv) without any further action on part of Manager or Owner, the Owner shall, or shall cause the successor Facility manager to, assume all obligations arising after the date of such termination or expiration, under any Service Contracts, Revenue Generating Contracts, booking commitments and any other Facility agreements entered into by Manager in furtherance of its duties hereunder. Notwithstanding the foregoing, Manager is under no duty to provide certain proprietary confidential materials or intellectual property to the Owner, including but not limited to national benchmarking formulas, key performance indicators reports, employee manuals, employee training materials, employee performance evaluations, financial forecasting formulas, Manager's internal databases or contact lists, Manager's operations manuals, and/or other intellectual property developed by and maintained by the Manager and which it may use in its regular course of business to provide services to clients similar to Owner. Any obligations of the parties that are specifically intended to survive expiration or termination of this Agreement shall survive expiration or termination hereof.

ARTICLE 5 OWNERSHIP; USE OF THE FACILITY

5.1 Ownership of Facility, Data, Equipment and Materials. The Owner will at all times retain ownership of the Facilities, including but not limited to real estate, technical equipment, furniture, displays, fixtures and similar property, including improvements made during the Term, at the Facility. Any data, equipment or materials furnished by Owner to Manager or acquired by Manager as an Operating Expense shall remain the property of Owner and shall be returned to Owner when no longer needed by Manager to perform under this Agreement. Notwithstanding the above, Owner shall not have the right to use any third-party software licensed by Manager for general use by Manager at the Facility and other facilities managed

by Manager, the licensing fee for which is proportionally allocated and charged to the Facility as an Operating Expense; such software may be retained by Manager upon expiration or termination hereof. Furthermore, Owner recognizes that the Operations Manual to be developed and used by Manager hereunder is proprietary to Manager and shall belong to Manager at the end of the Term; Owner shall not use or maintain copies thereof upon the end of the Term.

5.2 **Right of Use by Manager.** The Owner hereby gives Manager the right and license to use the Facility for the Term, and Manager accepts such right of use, for the purpose of performing the services herein specified, including the operation and maintenance of all physical and mechanical facilities necessary for, and related to, the operation, maintenance and management of the Facility. The Owner shall provide Manager with a sufficient amount of suitable office space in the Facility (exact office space to be mutually agreed by the parties) and with such office equipment as is reasonably necessary to enable Manager to perform its obligations under this Agreement. In addition, the Owner shall make available to Manager, at no cost, parking spaces adjacent to the Facility for all of Manager's full-time employees and for the Facility's event staff.

5.3 **Right of Use of Staff by Manager.** Manager shall have the right to utilize its employees as needed to support the manager's organization as a whole, including but not limited to travel for training and temporary staffing coverage. Manager shall have the right to utilize the Facility to host events for its employees from time to time for the purpose of learning and development, at no cost to the operational budget other than that incurred by the staff who are regularly stationed at the Facility.

5.4 **Observance of Agreements.** The Owner agrees to pay, keep, observe and perform all payments, terms, covenants, conditions and obligations under any leases, bonds, debentures, loans and other financing and security agreements to which the Owner is bound in connection with its ownership of the Facility.

ARTICLE 6 PERSONNEL

6.1 **Generally.** All Facility staff and other personnel shall be engaged or hired by Manager in its sole discretion, except that Owner shall preapprove the employment of Management-Level Employees (as defined in Section 1.1 here), and shall be employees, agents or independent contractors of Manager, and not of the Owner. Manager shall select employees, in its sole discretion but subject to Owner's right to approve the Operating Budget. The Operating Budget shall define the number, function, qualifications, and compensation, including salary and benefits, of its employees and shall control the terms and conditions of employment (including without limitation termination thereof) relating to such employees. Manager agrees to use reasonable and prudent judgment in the selection and supervision of such personnel. Owner specifically agrees that Manager shall be entitled to pay its employees, as an Operating Expense, bonuses and benefits in accordance with Manager's then current employee manual, which may be modified by Manager from time to time in its sole discretion. A copy of Manager's current employee manual and any Facility-specific employee manual supplement shall be provided to Owner.

6.2 **General Manager and Management-Level Employees.** Personnel engaged by Manager will include a full-time on-site General Manager and other Management-Level Employees. Hiring of the

General Manager by Manager require the prior approval of the Owner, which approval shall not be unreasonably withheld or delayed; provided, however, in the event of a vacancy in the General Manager position, Manager may, upon notice to the Owner, temporarily fill such position with an interim General Manager for up to one hundred eighty (180) days without the necessity of obtaining the Owner's approval. The General Manager will have general supervisory responsibility for the Manager and will be responsible for day-to-day operations of the Facility, supervision of employees, and management and coordination of all activities associated with events taking place at the Facility.

6.3 **Work Environment.** Employees will be required to work to the standards outlined in the most current version of Manager's employee handbook. Owner shall not require employees of Manager to vary from those employment standards either directly, or indirectly through impacting decisions, including but not limited to not funding the correct staffing level, not providing safe work tools and a safe work environment, or an environment inconsistent with Manager's values.

6.4 **Post-Termination Employment.** In the event of termination, or in any case where Owner, and/or its affiliated agencies or entities, expresses an interest in hiring Manager's employee(s), Manager shall reserve the right to agree or deny such a request. In the event that Manager elects to permit Owner to hire Manager's employee(s), Owner shall provide the Manager with a one-time fee (the "Recruitment Fee") equal to six (6) months' gross salary and benefits. In any of these events described, the Manager's employee would not retain the Manager's intellectual material in any future employment.

ARTICLE 7 PROCEDURE FOR HANDLING INCOME

7.1 **Operating Account.** Except as otherwise agreed to by the parties in writing all Revenue derived from operation of the Facility shall be deposited by Manager into the Operating Account as soon as practicable upon receipt (but not less often than once each business day). The specific procedures (and authorized individuals) for making deposits to and withdrawals from such account shall be set forth in the Operations Manual, but the parties specifically agree that Manager shall have authority to sign checks and make withdrawals from such account, subject to the limitation contained in this Agreement, without needing to obtain the co-signature of a Owner employee or representative. The Owner will have access and visibility to all accounts owned by the Facility.

ARTICLE 8 FUNDING

8.1 **Source of Funding.** Manager shall pay all items of expense for the operation, maintenance, supervision and management of the Facility from the funds in the Operating Account, which Manager may access periodically for this purpose. The Operating Account shall be funded with amounts generated by operation of the Facility (as described in Article 7 above), or otherwise made available by the Owner. To ensure sufficient funds are available in the Operating Account, Owner will deposit in the Operating Account, on or before the Effective Date, the budgeted or otherwise approved expenses for the month beginning on the Effective Date. The Owner shall thereafter, on or before the first (1st) day of each succeeding month following the Effective Date, deposit (or allow to remain) in the Operating Account the budgeted or otherwise approved expenses for each such month. Manager shall have no liability to the Owner or any third party in the event Manager is unable to perform its obligations hereunder, or under any third-party contract entered into pursuant to the terms hereof, due to the fact that sufficient funds are not made available to Manager to pay such expenses in a timely manner.

8.2 **Advancement of Funds.** Under no circumstances shall Manager be required to pay for or advance any of its own funds to pay for any Operating Expenses. In the event that, notwithstanding the foregoing, Manager agrees to advance its own funds to pay Operating Expenses, Owner shall promptly reimburse Manager for the full amount of such advanced funds, plus interest at a rate to be mutually agreed upon. Owner will also fund an amount to be included in the budget, that will be accounted for as Owner's asset, to be used as operating funds and working capital. The "working capital" will be the baseline account balance for the Operating Account and Owner will contribute funds as needed to maintain that minimum of amount in the Operating Account.

ARTICLE 9 FACILITY CONTRACTS; TRANSACTIONS WITH AFFILIATES

9.1 **Existing Contracts.** The Owner shall provide to the Manager, on or before the Effective Date, full and complete copies of all Existing Contracts. Manager shall administer and use reasonable commercial efforts to assure compliance with such Existing Contracts to the extent provided to Manager.

9.2 **Execution of Contracts.** Manager shall have the right to enter into Service Contracts, Revenue Generating Contracts and other contracts related to the operation of the Facility, as agent on behalf of the Owner. Any such material agreements shall contain standard indemnification and insurance obligations on the part of each vendor, licensee or service provider, as is customary for the type of services or obligations being provided or performed by such parties.

9.3 **Transactions with Affiliates.** In connection with its obligations hereunder relating to the purchase or procurement of services for the Facility (including without limitation food and beverage services, ticketing services and Commercial Rights sales), Manager may purchase or procure such services, or otherwise transact business with, an Affiliate of Manager, provided that the prices charged and services rendered by such Affiliate are competitive with those obtainable from any unrelated parties rendering comparable services. Manager shall, if requested by Owner, provide reasonable evidence establishing the competitive nature of such prices and services, including if appropriate, competitive bids from other persons seeking to render such services at the Facility.

ARTICLE 10 AGREEMENT MONITORING AND GENERAL MANAGER

10.1 **Contract Administrator.** Each party shall appoint a contract administrator who shall monitor such party's compliance with the terms of this Agreement. Manager's contract administrator shall be its General Manager at the Facility, unless Manager notifies the Owner of a substitute contract administrator in writing. Owner shall notify Manager of the name of its contract administrator within thirty (30) days of execution hereof. Any and all references in this Agreement requiring Manager or Owner participation or approval shall mean the participation or approval of such party's contract administrator.

ARTICLE 11 INSURANCE

11.1 **Types of Coverage; Certificates of Insurance.** Manager and Owner agree to obtain insurance coverage in the following manner and amount. Owner and Manager shall within 30 days after the

Effective Date furnish to the other party certificates of all of the insurance as well as certificates of renewal no later than ten (10) days prior to the expiration of each policy. Such insurance policies (as reflected by current certificates) held by Manager shall provide that the Additional Insureds are listed as additionally named insureds on the policies. Manager will provide reasonable notice to Owner upon receipt of any intention by Insurer to cancel, not renew or make any adverse change in coverage. All certificates, cancellation, nonrenewal or adverse change notices shall be mailed to the respective addresses listed in the definition of Additional Insured, or at such other address as an Additional Insured shall give Manager written notice. New Certificates of Insurance are to be provided to the Additional Insureds at least 15 days after coverage renewals. If requested by the Owner, Manager shall furnish complete copies of insurance policies, forms and endorsements.

11.2 **Owner's Policies.** Owner shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) **Property Insurance.** Owner shall also procure and maintain fire and extended coverage casualty insurance, and (if appropriate) flood insurance, regarding the Facility in amounts and with companies acceptable to Owner in its sole discretion.

(b) **Commercial General Liability.** Owner shall procure and maintain, at the Owner's sole expense, a Commercial General Liability policy with a combined single limit of \$1,000,000 per occurrence and a general annual aggregate limit of \$3,000,000. All such insurance shall be on an "occurrence" basis.

11.2 **Manager's Policies.** Manager shall be responsible for obtaining and administering insurance in connection with the Facility as follows:

(a) **General Liability.** Manager shall procure and maintain as a Facility Operating Expense a general liability policy (including contractual liability insurance, including an umbrella policy, and including hired, non-owned auto coverage, and abuse and molestation coverage) which insures Manager and which includes Owner as an additional named insured, with a general liability policy (including contractual liability insurance) with a combined single limit of \$1,000,000 per occurrence and a general annual aggregate limit of \$3,000,000. All such insurance shall be on an occurrence basis.

(b) **Professional Liability.** Manager shall procure and maintain, as a Facility Operating Expense, a professional liability policy,

(c) **Workers Compensation.** Manager shall procure and maintain as a Facility Operating Expense worker's compensation insurance required under applicable Missouri state law.

ARTICLE 12 COVENANTS AND REPRESENTATIONS

12.1 **Owner's Covenants and Representations.** Owner makes the following covenants and representations to Manager, which covenants, and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) **Owner's Status.** Owner is a county duly organized, validly existing, and in good standing under the laws of the state of Virginia with full power and authority to enter into this Agreement

and execute all documents required hereunder.

(b) Authorization. The making, execution, delivery, and performance of this Agreement by Owner has been duly authorized and approved by requisite action and this Agreement has been duly executed and delivered by Owner and constitutes a valid and binding obligation of Owner, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Owner's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Owner nor Owner's performance of any obligation hereunder: (i) will constitute a violation of any law, ruling, regulation, or order to which Owner is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document (A) to which Owner is a party or is otherwise bound, or (B) to which the Facility or any part thereof is subject.

(d) Ownership Rights. Owner shall obtain and retain the property interests in the Facility necessary to enable Manager to perform its duties pursuant to this Agreement peaceably and quietly. Owner represents and warrants that Manager's performance of the services required by this Agreement shall not violate the property rights or interests of any other Person.

(e) Documentation. If necessary to carry out the intent of this Agreement, Owner agrees to execute and provide to Manager, on or after the Effective Date, any and all other instruments, documents, conveyances, assignments, and agreements which Manager may reasonably request in connection with the operation of the Facility.

12.2 **Manager's Covenants and Representations**. Manager makes the following covenants and representations to Owner, which covenants and representations shall, unless otherwise stated herein, survive the execution and delivery of this Agreement:

(a) Corporate Status. Manager is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of California and authorized to transact business throughout the United States with full corporate power to enter into this Agreement and execute all documents required hereunder.

(b) Authorization. The making, execution, delivery, and performance of this Agreement by Manager has been duly authorized and approved by all requisite action of the board of directors of Manager, and this Agreement has been duly executed and delivered by Manager and constitutes a valid and binding obligation of Manager, enforceable in accordance with its terms and applicable laws.

(c) Effect of Agreement. To Manager's best knowledge, without duty of inquiry, neither the execution and delivery of this Agreement by Manager nor Manager's performance of any obligation hereunder (i) will constitute a violation of any law, ruling, regulation, or order to which Manager is subject; or (ii) shall constitute a default of any term or provision or shall cause an acceleration of the performance required under any other agreement or document to which Manager is a party or is otherwise bound.

12.3 **Indemnification**.

(a) Indemnification by Manager. Manager agrees to defend, indemnify and hold harmless

the Owner and its officials, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by those parties, arising out of or in connection with any (i) grossly negligent act or omission, or willful misconduct, on the part of Manager or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) breach by Manager of any of its representations, covenants or agreements made herein.

(b) Indemnification by Owner. Owner agrees to defend, indemnify and hold harmless the Manager and its managers, directors, officers, employees, agents, successors and assigns against any claims, causes of action, costs, expenses (including reasonable attorneys' fees) liabilities, or damages (collectively, "Losses") suffered by those parties, arising out of or in connection with any (i) grossly negligent act or omission, or willful misconduct, on the part of Owner or any of its employees or agents in the performance of its obligations under this Agreement; or (ii) breach by Owner of any of its representations, covenants or agreements made herein.

(c) Conditions to Indemnification. With respect to each separate matter brought by any third party against which a party hereto ("Indemnitee") is indemnified by the other party ("Indemnitor") under this Section, the Indemnitor shall be responsible, at its sole cost and expense, for controlling, litigating, defending and/or otherwise attempting to resolve any proceeding, claim, or cause of action underlying such matter, except that (a) the Indemnitee may, at its option, participate in such defense or resolution at its expense and through counsel of its choice; (b) the Indemnitee may, at its option, assume control of such defense or resolution if the Indemnitor does not promptly and diligently pursue such defense or resolution, provided that the Indemnitor shall continue to be obligated to indemnify the Indemnitee hereunder in connection therewith; and (c) neither Indemnitor nor Indemnitee shall agree to any settlement without the other party's prior written consent (which shall not be unreasonably withheld or delayed). In any event, Indemnitor and Indemnitee shall in good faith cooperate with each other and their respective counsel with respect to all such actions or proceedings, at the Indemnitor's sole expense. With respect to each and every matter with respect to which any indemnification may be sought hereunder, upon receiving notice pertaining to such matter, Indemnitee shall promptly (and in no event more than ten (10) days after any third-party litigation is commenced asserting such claim) give reasonably detailed written notice to the Indemnitor of the nature of such matter and the amount demanded or claimed in connection therewith.

(d) Survival. The obligations of the parties contained in this Section shall survive the termination or expiration of this Agreement.

ARTICLE 13 MISCELLANEOUS

13.1 Relationship. Manager and Owner shall **not** be construed as joint venturers or general partners of each other, and neither shall have the power to bind or obligate the other party except as set forth in this Agreement. Manager understands and agrees that the relationship to Owner is that of independent contractor, and that it will not represent to anyone that its relationship to Owner is other than that of independent contractor. Nothing herein shall deprive or otherwise affect the right of either party to own, invest in, manage or operate property, or to conduct business activities, which are competitive with the business of the Facility. Manager covenants and agrees that even though it may have a management responsibility for other similar properties, which from "time to time" may be competitive with the Facility, Manager shall always represent the Facility fairly and deal with Owner on an equitable basis.

Manager has the right to display its brand and marks in the Facility and on the Facility's marketing

materials in a manner that does not exceed 10% of the overall impression of the Facility's own brand. Manager has the right to use and store the database and contact information of the customers of the Facility. Manager will provide from time to time images and other marketing material that it owns and holds the license to for use by the Facility. Owner agrees not to use those images and that material in any manner outside of the operation of the Facility while Manager is engaged to operate it. Manager has the right to use images and marks from the Facility for its own marketing and promotions material in perpetuity, without restriction.

13.2 **Representations.** Owner represents and warrants: (i) that Owner has full power and authority to enter this Agreement; (ii) that to the best of Owner's knowledge, the property on which the Facility is located is zoned for the intended use; (iii) that all permits for the operation of the Facility have or will be secured and are or will be current; (iv) that the Facility and its operation do not violate any applicable statutes, laws, ordinances, rules, regulations, orders, or the like (including, but not limited to, those pertaining to hazardous or toxic substances); and (v) that no unsafe condition exists.

13.3 **Assignment.** This Agreement shall not be assigned by either party without the express written consent of the non-assigning party. Any such assignment made without proper consent shall be deemed void.

13.4 **Benefits and Obligations.** The covenants and agreements herein contained shall inure to the benefit of, and be binding upon the parties hereto and their respective heirs, executors, successors, and assigns.

13.5 **Fees for Legal Advice.** Subject to the prior written approval of the Owner, which approval shall not be unreasonably withheld, Owner shall pay reasonable expenses incurred by Manager in obtaining legal advice regarding compliance with any law affecting the Facility or any activities related to it.

13.6 **Fees for Other Professional Services.** Subject to the prior written approval of the Owner, which approval shall not be unreasonably withheld, Owner shall pay reasonable expenses incurred by Manager in obtaining financial advice, tax and audit advice, code compliance and engineering device, regarding compliance with any law affecting the Facility or any activities related to it.

13.7 **Building Compliance.** Manager does not assume and is given no responsibility for compliance of the Facility or any equipment therein with the requirements of any building codes or with any statute, ordinance, law, or regulation of any governmental body or of any public authority or official thereof having jurisdiction, except to notify Owner promptly, or forward to Owner promptly, any complaints, warnings, notices, or summonses received by Manager relating to such matters. Owner represents that to the best of Owner's knowledge, the Facility and all such equipment contained therein comply with all such requirements, and Owner authorized Manager to disclose the ownership of the Facility to any such officials and agrees to indemnify and hold Manager, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed by reason of any present or future violation or alleged violation of such laws, ordinances, statutes, or regulations.

13.8 **Notices.** All notices provided for in this Agreement shall be in writing and served by registered or certified mail, return receipt requested, postage prepaid, at the following addresses until such time as written notice of a change of address is given to the other party:

If to Owner: Prince William County
With a copy to:

If to Manager: American Sports Facilities Group
with a copy to: General Counsel

13.9 **Interest on Unpaid Sums.** Any sums due Manager under any provision of this Agreement, and not paid by Owner within forty-five (45) days after such sums have become due, shall bear interest at the rate of 18 percent (1.5%) per month.

13.10 **Owner Responsible for Payments.** Upon termination of or withdrawal from this Agreement, Owner shall assume the obligations of any contract or outstanding bill executed by Manager under this Agreement for and on behalf of Owner and responsibility for payment of all unpaid bills, provided that such obligation has been approved by Owner as set forth in Section 6.1.

13.11 **Headlines.** All headings and subheadings employed within this Agreement and in the accompanying schedules and exhibits are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

13.12 **Force Majeure.** Any delays in the performance of any obligation of Manager under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, pandemics, strikes, labor disputes, utility failures, governmental regulations, riots, adverse weather, and other similar causes not within the control of Manager and any time periods required for performance shall be extended accordingly.

13.13 **Entire Agreement.** This Agreement, including any specified attachments, constitutes the entire agreement between Owner and Manager with respect to the management and operation of the Facility and supersedes and replaces any and all previous management agreements entered into or/and negotiated between Owner and Manager relating to the Facility covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by Owner and Manager. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by Owner and Manager in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants, or agreements, express or implied, to such party, other than those expressly set forth herein.

13.14 **Rights Cumulative; No Waiver.** No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties may be exercised from "time to time" and as often as may be deemed expedient by those parties.

13.16 **Applicable Law.** The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Virginia. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Virginia in Prince William County or the United States District Court.. Each party consents to the sole and proper jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court.

13.17 **Acknowledgement.** The parties hereto acknowledge that they have been provided with a copy of this Agreement for review prior to signing it, that they have been given the opportunity to review it prior to signing it, that they have been given the opportunity to have this Agreement reviewed by their attorney prior to signing it, and that they understand the purposes and effect of this Agreement.

13.18 **Severability.** If any provision or provisions of this Agreement shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such provision or provisions had not been included.

13.19 **Intellectual Property.** Owner acknowledges that Manager has certain intellectual property, trade secrets and proprietary business techniques ("Intellectual Property ") that it will use on behalf of Owner to meet its obligations under this Agreement. Owner acknowledges that it obtains no ownership rights whatsoever in the Intellectual Property and, upon termination of this Agreement, Manager shall retain all rights to the Intellectual Property and remove such Intellectual Property from the Facility and its operations. For purposes of this Agreement, the term Intellectual Property shall include, without limitation, analytical tools and documented procedures for forecasting, performance tracking, operational and marketing systems that are unique to Manager's approach, staff training programs, program curriculum and agendas, rights to certain discounts or programs that Manager has negotiated for Manager-operated facilities, and other intellectual property which Manager has previously introduced to the Facility and of which Manager is an author.

[SIGNATURE PAGE TO FOLLOW]

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

Attest:

OWNER:
Prince William County

Print Name:

BY: _____

Its _____

Attest:

MANAGER:
American Sports Facilities Group,
a California limited liability company

Print Name:

BY: _____

Its Manager

SAMPLE

EXHIBIT A

PRE-OPENING SERVICES

Pre-Opening Services includes a variety of projects and tasks that are coordinated with the Pre-Opening budget and timing for each of 10 major areas. During this phase, Manager will report weekly and monthly on progress in each area as needed. Throughout this cycle, Manager's representatives will meet with the Owner's team and other key stakeholder representatives through a schedule of weekly and monthly meetings. With the timeline of an early summer opening, some of the services described below will happen during the first few months of operations.

1. Organizational Development: Sourcing, hiring, and placement of a full-time leadership team with clear job responsibilities and training so personnel focuses on the highest priorities impacting the operation. These positions generally include a General Manager, Marketing Director, and other staff according to the hire and placement dates outlined in the operating/financial plan.

2. Operations Systems and Software Selection and Set-Up: The set-up of accounting systems complete with checks and balances complying with audit requirements. Facility management software, specific HR administrative set-up specific to sport & event centers, proper insurance and risk management coverage, standard operating procedures, operating manuals, food & beverage SOP's for quality/storing/security/safety, and other operational protocol.

3. Regional and National Marketing and Business Development Action Plan for Events: Manager will provide a detailed business development action plan and will then execute on this plan. This includes deployment of proven digital, social media, direct sales, and other marketing systems. Manager will also innovate and develop new systems specific to Owner's facility. This effort will include regional and national press releases, trade show/conference presence, proper budgeting for bid fees (minimal when necessary), and hosting of visits in partnership with Owner's facility, and others.

4. Local Marketing and Business Development Action Plan: Manager will create a local marketing plan to include digital and social media, public relations, hard hat tours, key stakeholder meetings, and parks and recreation driven efforts. This step is highly collaborative with local parks and recreation and local partners.

5. Local and Tournament and Events Program Development: The creation, set-up, and implementation of local programming for residents. Creating the "ground rules" for scheduling so that the local community and parks and recreation receive first-class service while balancing the state, regional, and national event needs. This requires proper communication and upfront planning. The set-up for local programs include current programs offered in the community and the introduction of new offerings successful in other Manager managed venues to include corporate outings, group events, and other child development offerings.

6. Business Development and Events Booking: Manager will lead business development and events booking efforts to secure events and agreements for use prior to opening. This process typically begins no less than 1 year prior to opening to secure events at a pace that can perform or out-perform forecasts. Local programming and local registrations will also be managed during this process and typically begins as the facility development enters the final 6 months of construction.

7. Grand Opening Events Planning: The schedule of grand opening events requires advanced planning. Events are planned for local officials, key stakeholders, community partners, and the community at large.

8. Staff Placement and Staff Development: The placement of leadership staff begins during the development cycle. These positions include the General Manager, Marketing Director, Operations Director, and others. The schedule for these hires requires job descriptions, job announcements, review of hundreds of resumes, interviews, final approval from Owner, placement, training, and guidance from Manager's regional leadership team.

9. Sponsorship Sales: Prior to opening, Manager will lead a sponsorship sales effort to engage community businesses in a variety of ways. These can include B2B arrangements for services or products in trade for promotion, revenue driven sponsorship sales, events, and other sponsorship programs.

10. Other Necessary initiatives: A wide range of community events, meetings, communication, reporting, project management, and other activities dominate the development and pre-opening process. Manager's on the ground team will provide expertise and experience throughout this cycle.

MANAGEMENT SERVICES

During the Term, Manager will be responsible for all aspects of oversight for the staffing, marketing, maintenance, event management, sponsorship and advertising sales, and day-to-day operations of the Owner's Facility.

1. Staffing. Manager shall provide a full-time on-site General Manager and other employees as required to meet the operational needs of the Facility, within the budgeted percentage of labor.

2. Annual Business Plan. Manager will produce an Annual Business Plan two months prior to the beginning of any Operating Year in the Term, Manager shall update the Business Plan and submit the revised Business Plan to Owner for its review and approval. Owner shall give its comments and/or approval of the updated Business Plan within sixty (60) days after receiving the Business Plan from the Manager. In the event of disapproval of the Business Plan, the Manager shall use commercially reasonable efforts to operate the facility pursuant to the general terms of this Agreement and the prior Business Plan then in effect, until such time as the revisions to the Business Plan are agreed upon. In the event of disapproval of the Budgets, the Manager shall continue operating the facility pursuant to the Budgets then in effect, subject to increases in Operating Expenses required due to (i) increases in Gross Receipts; or (ii) other matters beyond the control of the Manager, until such time as Owner and the Manager agree upon the appropriate replacement Budgets. However, in the event Owner disapproves of a Business Plan, revised Business Plan/Budget hereunder, and Manager and Owner fail to reach an agreement on a new Business Plan, revised Business Plan or Budget within ninety (90) days of such disapproval, either party may terminate this agreement by providing the other party with written notice sixty (60) days prior to the date such party intends to terminate. Owner and the Manager agree to use good faith efforts to resolve any differences in opinion regarding the Business Plan and any portion thereof so that agreement on the Business Plan can be reached as soon as possible after the date Manager first submits the revised Business Plan for such year to the Owner.

3. Employment Matters. The Manager shall present the then current staffing, the incentive bonus plan for employees, and all salaries and payments to employees through the Payroll Account in the Annual Operations Budget. It is understood by all parties that reductions and additions to various positions may be made at Manager's discretion throughout the year due to business tempo, trends, opportunities, and budget requirements. If a change is recommended that will require expense above the budgeted labor percentage, the change will be submitted for Owner 's review and approval by Owner via reforecast and revised business plan or budget.

4. Independent Accounting Firm. From time to time, as Owner requests, Manager shall hire an independent certified public accounting firm to be paid for out of the Operating Budget of the Facility and to be selected by mutual agreement of Owner and Manager to audit the financial statements required under this Agreement.

5. Accounting Records and Reporting. During the Term, Manager shall maintain professional accounting records. Manager shall provide the financial statements in a format reasonably specified by Owner.

INTERNAL CONTROL. The Manager agrees to develop, install, and maintain reasonably appropriate accounting, operating, and administrative controls governing the financial aspects of the Facility, such controls to be consistent with professionally accepted accounting practices

BANK ACCOUNTS. The Manager shall establish, in the Facility's name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Facility, an operating expense account (the "Operating Expense Account") and a payroll account in the Manager's or its affiliates' name, at a banking institution or institutions subject to the approval of Owner, utilizing the federal tax identification number of Manager or its affiliated entity (the "Payroll Account").

ACCOUNT FUNDING. Subject to the Manager's written notices to Owner as herein, Owner acknowledges that it is solely responsible for all Operating Expenses and capital expenditures required for or on behalf of the Facility provided that such Operating Expenses and capital improvements are made in accordance with the terms of this Agreement.

EXHIBIT B

MANAGER COMPENSATION

During the Term of this Agreement, Manager shall receive compensation from the Owner according to the following:

1. Pre-Opening Services
2. Base Management Fee; _
3. Deferred Management Incentive Fee; _
4. Sponsorship and Advertising Compensation;
5. Hotel Room Night Incentive;
6. Employee Compensation; and
7. Reimbursed Expenses

1. **Pre Opening Fee.** To be determined.

2. **Base Management Fee.** To be determined.

3. **Deferred Management Incentive Fees.** To encourage Manager to drive operational profitability, Owner agrees to pay to Manager a Deferred Management Incentive Fee in addition to the Base Monthly Fee identified above. Upon completion of the annual verified financials for each Operating Year, Owner will pay to Manager fifty percent (50%) of the EBITDA (Earnings Before Interest Taxes Depreciation and Amortization) that exceeds the budgeted EBITDA in the annual Operating Budget.

4. **Sponsorship and Advertising Compensation.** Due to the role that Manager will play in organizing the programs, negotiating agreements and pricing, and providing confidence to sponsors and advertisers, Manager will receive twenty percent (20%) of the gross revenue for sponsorship and advertising, including facility naming rights for all sponsorship and advertising sold throughout the life of the Manager's service.

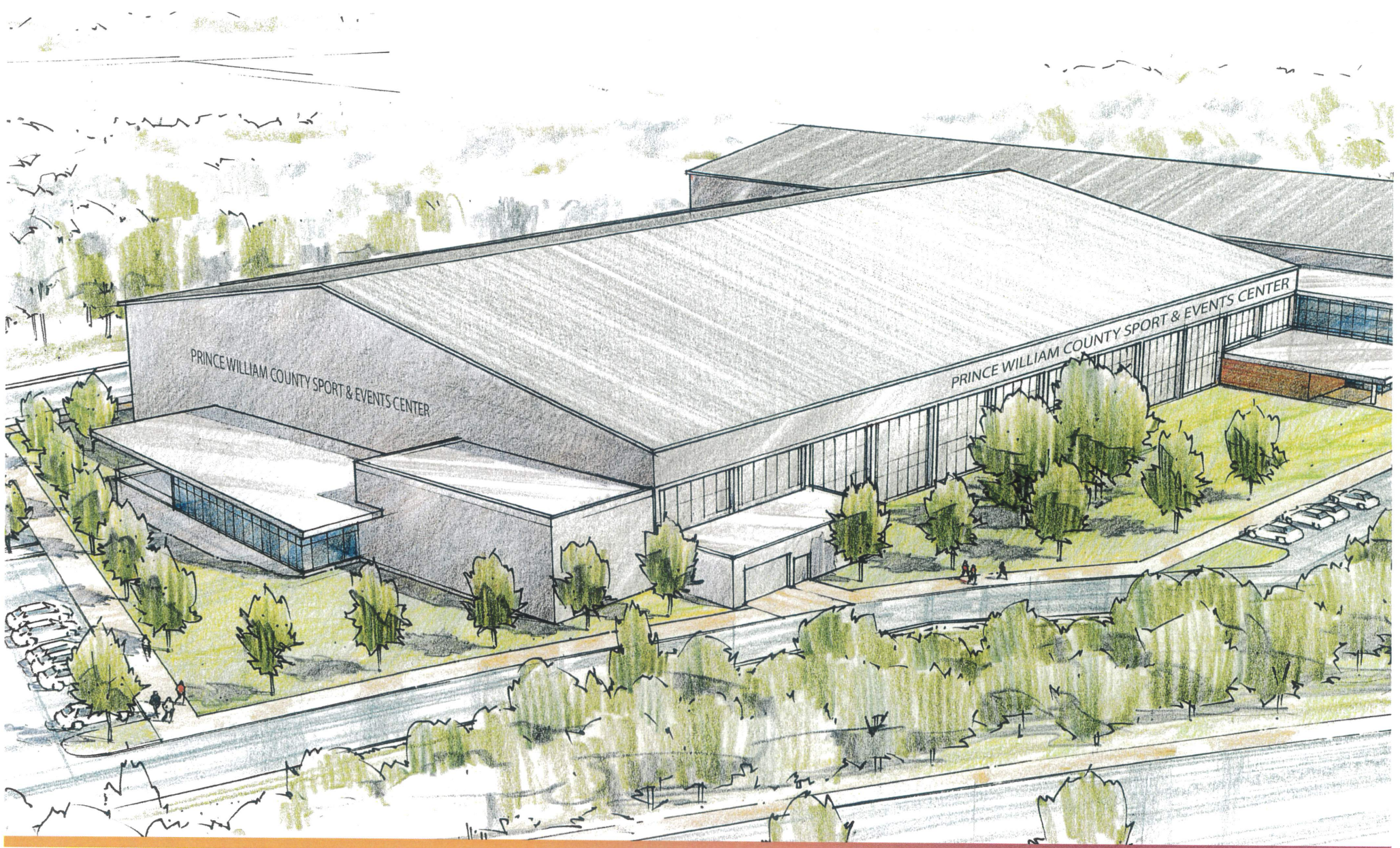
Manager will also be paid twenty percent (20%) of the total cost savings for sponsored equipment, scoreboards, fencing, or other budgeted items that are donated to the project as a sponsorship effort by the vendor or supplier. This will apply only if the item has been budgeted for and where the Owner has approved such budgeted items and where negotiations with a vendor result in a direct cost savings in trade for a sponsorship or promotion of the vendor at the facility site.

Owner must approve all sponsorship and advertising agreements including those provided by suppliers and vendors that exceed a value of Ten Thousand Dollars (\$10,000) a year. In the event that Owner does not approve the Sponsorship or Advertising arrangement, Manager will not proceed with the Agreement and Manager will not receive a commission or compensation for the arrangement. Payments will be made to Manager within thirty (30) days of the time when a sponsor/advertiser makes payment.

5. **Hotel Room Night Incentive.** During the Term, Owner shall pay to Manager Two Dollars (\$2.00) per each room night booked by a Facility guest for accommodations in a hotel or similar overnight lodging facility as reported through Owner's designated Facility Housing Bureau program. Manager shall furnish Owner back-up documentation to support the amount of compensation that is due with respect to room nights booked. Such incentive calculations shall be made by Manager within thirty (30) days of the ending of any operating month and paid to Manager within thirty (30) days of such calculation being delivered to Owner.

6. **Payroll Compensation.** During the Term, Owner shall pay to Manager in equal monthly installments, the Employment Costs for all employees at the Facility (collectively, the "**Payroll Compensation**"). Manager will compensate all of its employees on a monthly basis and therefore each Payroll Compensation payment will become due and payable on the first (1st) day of each successive month. For purposes of this Agreement, the term "**Employment Costs**" shall mean the total salary and compensation for the Management Employees plus any fringe benefits including health insurance, etc., as well as any annual bonus to be paid.

7. **Reimbursed Expenses.** Manager shall be reimbursed with prior written approval with prior written approval by the Owner, if not previously approved by Owner in the Pre-Opening or Post-Opening Budget, for travel and other expenses directly related to the Management Services. All travel reimbursement will be based on receipts to be furnished by Manager to the Owner. Travel expenses may include but are not limited to airfare, rental cars, parking fees, lodging and meals. All fees and reimbursements shall be paid to Manager within thirty (30) calendar days of invoicing. Manager will make a good-faith effort to keep these travel expenses to a minimum.



m≡**b.**

4016 Holland Blvd.
Chesapeake, VA 23323
757.487.5858