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RESOLUTION NO.: R-2021-005

*Authorizing the City Manager to execute a First Amendment to the Venue License Agreement
between Hardball Capital, LLC and the City of Columbia*

BE IT RESOLVED by the Mayor and City Council this 19th day of January, 2021, that the City Manager is hereby authorized to execute the attached First Amendment to the Venue License Agreement, or in a form to be approved by the City Attorney, between Hardball Capital, LLC and the City of Columbia, for the terms and conditions therein contained.

Requested by:

Assistant City Manager Gentry



Mayor

Approved by:



City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 1/19/2021

Final Reading: 1/19/2021

FIRST AMENDMENT TO THE VENUE LICENSE AGREEMENT BETWEEN
HARDBALL CAPITAL, LLC AND THE CITY OF COLUMBIA, SOUTH CAROLINA

THIS FIRST AMENDMENT TO THE VENUE LICENSE AGREEMENT ("Amendment No. 1"), made and entered into the "Effective Date" as indicated below by and between the City of Columbia, South Carolina (the "City") and Hardball Capital LLC, a Georgia limited liability company (the "Team"):

WITNESSETH:

WHEREAS, the Parties executed the Venue License Agreement on April 8, 2014 (the "Agreement"); and,

WHEREAS, the Parties desire to amend the Agreement in recognition of Major League Baseball's restructuring of its Minor League Team affiliations;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby mutually agree as follows:

1. Except as the context otherwise requires, capitalized terms used in this Amendment without definition shall have the same meanings as are set forth in the Agreement.

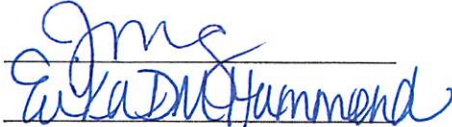
2. Section XVII COVENANTS, (A) Hardball's Covenants (3) Membership in Minor League Baseball is repealed in its entirety and amended to read as follows:

3. Professional Baseball. 3. Professional Baseball. Hardball agrees to provide and maintain a high quality, well-operated professional baseball Club in a professional baseball league (MLB affiliated or independent), with paid players, scheduled to play no fewer than 50 home games per season, and providing first-class, family friendly entertainment, to play at the Venue throughout the Term hereof. If, at any point, the Club changes leagues or levels of play, that change must be approved by City, such approval not to be unreasonably withheld. The City's right to approve shall be exercised at the conclusion of the first year of play in such new league or at such new level, so that the City has the ability to assess the on- and off-field product being provided by Hardball.

3. Except as otherwise specifically provided herein, all terms, provisions, covenants, representations, warranties, agreements and conditions of the Agreement shall remain unchanged and in full force and effect. Each reference to the terms "Agreement," "hereof," "hereunder," and words of similar import contained in the Agreement shall, upon execution of this Amendment, be deemed to be a reference to the Agreement, as amended by this Amendment, and each such reference in all other documents related thereto shall be deemed to be a reference to the Agreement as amended hereby.

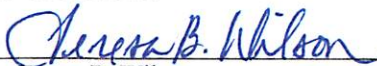
IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 1 to be duly executed and effective on its behalf on the date of the last signature hereinbelow.

WITNESSES:

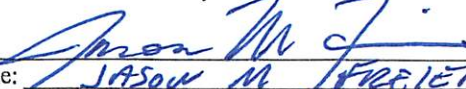

Erika D. Hammond


John Katz

CITY OF COLUMBIA

BY: 
Teresa B. Wilson
Its: City Manager
Date: 1/25/2021

HARDBALL CAPITAL, LLC

BY: 
Name: JASON M. FREILER
Its: Managing Member
Date: 1/27/2021

APPROVED AS TO FORM


Legal Department City of Columbia, SC