

RESOLUTION NO. 10726

MOVED BY COUNCILPERSON: Arvane

CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF JOHNSTOWN, CAMBRIA COUNTY, PENNSYLVANIA, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS REQUIRED TO SIGN AN AGREEMENT WITH JOHNSTOWN FAMILY ENTERTAINMENT TO USE SARGENT'S STADIUM AT THE POINT FOR THE JOHNSTOWN MILL RATS TEAM IN THE PROSPECT LEAGUE.

WHEREAS the City of Johnstown owns and operates Sargent's Stadium; and

WHEREAS Johnstown Family Entertainment, owners of the Johnstown Mill Rats, have a need to use Sargent's Stadium at the Point for their team in the Prospect League; and

WHEREAS, the City of Johnstown has developed an agreement for Johnstown Family Entertainment, owners of the Johnstown Mill Rats, for the use of Sargent's Stadium at the Point;

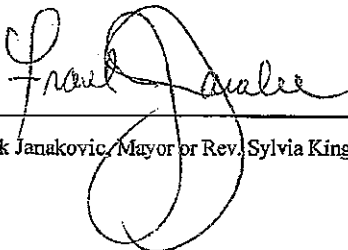
BE IT RESOLVED, the City Council of the City of Johnstown, hereby authorizes the City Manager and/or his designee to sign an agreement with Johnstown Family Entertainment to use Sargent's Stadium at the Point for the Johnstown Mill Rats team in the Prospect League for the 2026, 2027, and 2028 seasons.

RESOLUTION SECONDED BY COUNCILPERSON: B: 72
Roll Call:

Britt			Clark			Huchel			King			Mock			Janakovic			Arnone		
Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A	Y	N	A
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ADOPTED: November 17, 2025

ATTEST: I do hereby certify the foregoing is a true and correct copy of resolution No 10726, as the same by the City Council of the City of Johnstown, Pennsylvania.



Frank Janakovic, Mayor or Rev. Sylvia King Dep. Mayor



Arturo Martynuska, City Manager

**STADIUM USE AGREEMENT
BETWEEN
CITY OF JOHNSTOWN, PENNSYLVANIA
AND JOHNSTOWN FAMILY ENTERTAINMENT LLC**

IN WITNESS WHEREOF, Johnstown Family Entertainment, LLC (JFE) and the City of Johnstown, Pennsylvania ("CITY"), (collectively referred to herein as the "Parties"), have agreed to this Use Agreement ("Agreement") as of the day and year indicated below.

WHEREAS, JFE desires to enter into a binding Agreement to use Sargent's Point Stadium ("Stadium") located in Johnstown, PA; and,

WHEREAS, JFE and the City are entering into this Agreement for the purpose of placing a Prospect League ("League") summer college baseball team in the Stadium for the 2026-2028 Seasons.

WHEREAS, the Stadium will be available for other recreational, entertainment, and civic uses as set forth herein;

WHEREAS, the following terms are binding between the parties.

NOW THEREFORE, the undersigned Parties hereby agree to the following binding terms:

1. Contract Term and Stadium Usage. This Agreement shall commence on December 1, 2025 and shall continue in full force and effect through December 31, 2028 ("Term"), unless terminated earlier as provided herein.

During each calendar year of the Term, JFE shall have the right to use the Stadium, including all areas within the fenced-in area commonly known as Sargent's Stadium at the Point, from May 15 through August 15 of each year (the "Stadium Usage Period").

During all seasons under this Agreement, JFE agrees to accommodate the annual All American Amateur Baseball Association (AAABA) tournament that occurs in the Stadium.

2. Priority Scheduling. During the Stadium Usage Period, JFE shall have priority scheduling for all baseball games, practices, events, and related team activities, except for the AAABA Tournament. The City will not schedule any events on regularly scheduled Mill Rat home games. If the Mill Rats make the league playoffs, the City will not schedule events during home playoff games. The above also applies to Mill Rats home Championship games. The City will advise the Mill Rats of any events scheduled under the parameters above. Also, if the Mill Rats schedule any non-game events, they will promptly notify the City.

3. Term. JFE agrees to provide a Team in good standing as a member of the Prospect League during the Term of this Agreement. With approval of the City, JFE may provide a Team in another League ("New Team"). It is expressly understood that a New Team must be of an equivalent league or higher level of play League of play for the approval of the City to be granted. Should the League cease to exist due to a merger with another entity, or should the League reorganize to the benefit of League members, as a league with an equivalent or

higher level of play, this action by the League will not require approval of the City for this Agreement to continue in effect.

4. Stadium Use Fee. The JFE shall pay the City a use of Sixteen Thousand Dollars (\$16,000.00) for the 2026 season; Eighteen Thousand Dollars (\$18,000.00) for the 2027 season; and Twenty-One Thousand Dollars (\$21,000.00) for the 2028 season. Payments for each season shall be submitted by thirds, with equal payment due by May 15, June 15, and July 15 of the respective year.

Payments received after the due date shall be charged a fee of five percent (5%) monthly. There shall be no penalty for early payment.

Stadium Rent shall include the cost of utilities (electricity, water, sewer, and disposal service).

5. Field Equipment & Maintenance. The City shall supply Field Equipment for the Stadium. The City will also provide a shed not to exceed 14' by 20' for the exclusive use of JFE. No other party may use such shed without the written permission of both the City and JFE. The City shall provide appropriate maintenance or the City shall supply suitable replacement Field Equipment for the Stadium. The City shall be solely responsible for maintenance and upkeep of the Stadium playing surface and grounds, including but not limited to turf maintenance and care and preparation of the field for games. All costs, including materials and labor to upkeep and maintain the Stadium playing surface in proper playing condition, shall be the responsibility of the City. This is capped at fifty thousand (\$50,000) dollars, and after that number is reached by the laws governing municipal procurement and purchasing, the city will confer with the tenant to discuss options. This entails stadium additions and not general maintenance items.

Absent negligence by JFE, or the members, employees, contractors, players or associates of the League team, the City shall be responsible for major repairs to the turf during the Term.

6. Stadium Cleaning. The City shall provide cleaning and janitorial services for the Stadium, including the seating areas, concourse, restrooms, and clubhouses. Cleaning shall include items such as garbage removal, sweeping of concourse, and patrons' walkways. JFE agrees that its players, coaches, and personnel will respect the facility and concession stands and not leave them in an unreasonably unkept or messy manner. The City will not be responsible for cleaning garbage not placed in available trash bags, nor locker rooms that are left unkept.

7. Field Access. For each scheduled home game, JFE shall have use of the Stadium playing field beginning at 8:00 am on game day.

8. Stadium Internet. The City shall provide sufficient wireless broadband service to the Stadium for the establishment of a private network for the Teams' points of sale purchasing systems. City shall provide four wired Ethernet drops: one (1) to the third base concession stand, one (1) to the first base concession stand, one (1) to the ticket office, and one (1) to the home plate press box.

9. Ticketing. The City shall provide an enclosed structure at the main Stadium entrance with four (4) ticket windows from which JFE can sell tickets to Team events. For clarity, at no time will JFE use the AAABA ticketing booth to sell tickets, unless permitted by the AAABA. JFE shall be responsible for all costs of the ticketing system, including licensing fees, per ticket printing fees, sales taxes, payroll, and payroll taxes for events in which JFE operates the Stadium box office.

10. Concessions. JFE shall have the exclusive right to use and occupy the concession areas at the Stadium during the Term for storage, preparation and sale of food, beverages, souvenirs, and other concessions ("Concessions"); and no other tenant, sub-tenant, licensees of the City or other person shall have the right to use the Concession area or to sell food or beverages at the Stadium, without the express written consent of JFE. The City agrees that no food products and beverages may be brought into the Stadium during any Term of this Agreement then in effect.

During its operation of Stadium Concessions, JFE shall be responsible for all costs of the concession operations, to include, but not limited to, costs of goods sold, sales taxes, payroll, payroll taxes, and insurance. All permitting and insurance required (including liquor liability) for the Stadium food and beverage operation will be the responsibility of JFE. JFE may utilize third parties to provide concession services as is appropriate for the conduct of JFEs business at the Stadium.

JFE agrees with the City that all concessions and concession services shall be of high quality and commensurate with industry standards prevailing in facilities like the Stadium. All items offered for sale by JFE, or any third party at the Stadium, shall be sold at reasonable prices established by JFE which are plainly displayed.

The City shall supply equipment for the Stadium concession operation. It shall be the responsibility of JFE to purchase all additional equipment that JFE deems necessary for the operation and sale of concessions at the Stadium. As it relates to the deep fryer equipment, JFE will bear sole responsibility for the continued maintenance of the equipment. If the deep fryer equipment should need to be replaced or repaired, JFE and the City will split those costs 50/50.

Any equipment, with the exception of the deep fryers, shall be the responsibility of the City to maintain. If any of the equipment listed requires replacement, the City shall supply suitable replacement concession equipment for the Stadium. Any concession equipment provided by JFE, shall be maintained by JFE at its sole expense, including the replacement thereof if necessary.

If there is an agreement between JFE and a third-party concessionaire, said third-party operator will have to provide proof of insurance as required by and to the City of Johnstown.

JFE agrees that throughout the Term and any extension thereof, it shall possess and maintain in good standing a license to sell alcoholic beverages from the Pennsylvania Liquor Control Board.

11. Sponsorships & Advertising. JFE shall have the Exclusive right to sell advertising and sponsorships inside the stadium during the months of January through December of each contract year. The City may introduce prospective vendors/sponsors to JFE for inside stadium sponsorship. These JFE shall not have the right to sell Stadium naming. JFE shall not have the right to sell advertising or sponsorships during the AAABA Tournament. The City shall have the exclusive right to sell advertising outside the Stadium. JFE agrees to pay the City 10 percent of all advertising sales over the first One Hundred Seventy Five Thousand and One Dollars (\$175,001.00) in gross advertising sales.

The City & JFE agree not to infringe on the advertising clients that each have established for their respective advertising locations. If a client wishes to advertise both inside and outside the stadium, the parties will work cooperatively on pricing for those said client(s). JFE will provide a list of current and prospective clients that have been contacted already by JFE for the upcoming season.

The Parties agree that sponsorships related to team uniforms, hats, apparel, bats, balls, player equipment, or other team gear ("Team Equipment Sponsorships") are expressly excluded from revenue sharing under this Section. JFE shall retain one hundred percent (100%) of all Team Equipment Sponsorship revenue.

Exclusive use of the videoboard in center field is restricted to the times of Stadium Terms contained within Section 1 of this agreement. During times outside of the Stadium Terms, the City retains and reserves exclusive rights to the use of the videoboard.

JFE agrees to recognize the City of Johnstown as the owner of the Stadium, and furthermore, JFE agrees to recognize the name of the Stadium as Sargent's Stadium at the Point in all printed promotional materials.

All costs to produce, install, and remove the Advertising Elements inside the stadium shall be the sole responsibility of JFE. The City, upon mutual agreement of the parties, may assist with Sponsorship Element removal. Such assistance shall be provided at no cost to JFE.

JFE agrees, in the absence of a written agreement, that the kind, type, size, and location of all Sponsorship Elements shall be in keeping with the character of the Stadium and shall not be offensive to the City, which shall have the authority to prohibit advertising which it deems offensive, which right will not be unreasonably implemented.

12. **Videoboard.** The City shall supply a video board, operating system, and video board cameras for the Stadium. The video board shall be at a minimum of 12 feet high and 24 feet wide. The operating system for the video board shall be a sports video controller. At a minimum, the City shall provide two wireless cameras and two fixed cameras.

It shall be the responsibility of JFE to purchase any additional equipment for the operation of the videoboard, which JFE deems necessary for the Team's operation of the videoboard.

In the absence of negligence, maintenance of the videoboard operating system shall be the sole responsibility of the City. Maintenance of any videoboard software or equipment provided by JFE shall be the sole responsibility of JFE. JFE shall train employees on the proper use of the videoboard so that during games and other events, the videoboard's operation will be the responsibility of JFE.

For all Stadium events during the Term, then in effect, JFE shall be responsible for the operation of the videoboard and press box. If JFE operates the Stadium videoboard for a non-Team event, JFE is to be reimbursed by the City or the noncontracted Stadium user for all labor-related costs associated with the operation of the Stadium videoboard.

13. **Broadcasting.** JFE shall retain all revenue or benefits for broadcasting, cable casting, internet transmission, or telecasting for all Team events. Any production expenses associated with the broadcasting, cable casting, internet transmission, or telecasting of the Team's games shall be the sole responsibility of JFE. However, it is expressly understood that the City shall charge no special fees, permits, or hook-up expenses to JFE or its broadcasters, cablecasters, or telecasters.

14. **Pouring Rights.** JFE shall be responsible for negotiating pouring rights agreements for alcoholic and non-alcoholic beverages at the Stadium and retain all fees generated, if any, during the Stadium Terms outlined in this agreement.

15. **Public Address & Sound System.** The City shall supply a sufficient public address and sound system for the Stadium that allows the Team to readily communicate with patrons throughout the Stadium. Maintenance of the public address and sound system shall be the sole responsibility of the City.

16. **Parking.** The City shall provide handicap parking around the Stadium free of charge, complying with applicable Federal, State, and local code for all events during the Term.

17. **Traffic Control.** The City shall be responsible for establishing appropriate levels of service for traffic control on public streets and shall be responsible for any and all costs for providing this service for the Team's game. Overtime incurred by the City for the provisions of traffic control shall be reimbursed to the City by JFE at the prevailing rate(s).

18. **Security.** JFE shall be responsible for providing general event security personnel and staffing necessary for the safe operation of Team events during the Stadium Usage Period. Such staffing includes, but is not limited to, ticket takers, ushers, gate attendants, access control staff, bag checks, and metal detector or wand screening personnel.

Nothing in this Agreement shall be construed to grant JFE, its employees, or its contractors any law enforcement authority, policing rights, or the authority to direct, supervise, command, or deploy sworn police officers. JFE's personnel shall perform only private event security and guest services functions.

If sworn police officers are requested by JFE for any event, the City shall assist in coordinating the assignment of such officers, and JFE shall be responsible for all costs associated with sworn police officer services that JFE specifically requests.

If the City believes sworn police officer staffing is necessary for a particular event due to expected attendance, public safety concerns, or extraordinary circumstances, the City shall notify JFE in writing, and the Parties shall confer in good faith to determine appropriate security staffing. Sworn police officers shall not be required unless mutually agreed upon by the Parties.

19. **Stadium Operations.** For all team games, JFE is responsible for the scheduling and training of personnel ("Stadium Employees") necessary to effectively and safely operate the Stadium, including but not limited to ticket sellers, ticket takers, and ushers. All wages, payroll taxes, and workers' compensation insurance for Stadium Employees are the sole responsibility of JFE.

20. **Capital Repairs, Maintenance & Replacement.** The City shall be responsible for all capital repairs, maintenance, or replacements of permanent Stadium fixtures, including but not limited to scoreboard, video board, plumbing, electrical, HVAC, painting, mechanical, stadium lighting, audio system, buildings and structures, pedestrian traffic surfaces, seating, playing field, and backstop netting. It shall also be the City's responsibility to make any required alterations and improvements to the Premises which are necessary to comply with applicable statutes, ordinances, governmental rules, regulations, and codes, and to protect the safety of JFE's employees and guests. JFE shall be responsible for any maintenance, repairs, or replacement caused by the willful misconduct or negligence of JFE, including but not limited to its players and employees.

JFE and the City will mutually determine the schedule for capital repairs, maintenance, or replacement.

JFE and the City shall jointly inspect the Stadium by March 15 of each period of use and once again before August 15 to determine repair responsibilities in accordance with the terms above.

21. **Capital Improvements.** JFE shall provide the City with written proposals and recommendations for Stadium improvements and modifications with appropriate advance time to allow for proper review and preparation of necessary plans and cost estimates. All Capital Improvement projects that request City funding must be agreed upon by the Parties by July 1 of the year prior to the year in which the project is proposed to occur. This paragraph does not obligate the City to fund Stadium improvements in whole or in part.

22. **Alterations and Improvements.** With approval by the City, JFE may make alterations, additions, and improvements to the Stadium. Any alterations and improvements provided by JFE that do not become fixtures of the stadium shall remain the property of JFE. Alterations, additions, and improvements by either party becoming fixtures shall become property of the City unless otherwise noted herein.

23. **Warranties of Possession.** The City warrants and covenants that it has the full right to make and enter into this Agreement. JFE warrants and covenants that it has the full right to make and enter into this Agreement.

23. **Delivery of Premises.** The City agrees to deliver the Stadium in clean and operable condition at the beginning of the Term as listed in Section 1.

24. **Taxes.** JFE shall be responsible for the payment of the City Amusement Tax and other applicable local, state, and federal taxes.

25. **Surrender of Property.** Annually, on the ending time and date under Section 1, JFE shall peaceably surrender the Stadium in as good condition as the Stadium was at the time of delivery of the Stadium, with the exception of normal wear and tear.

26. **Naming Rights.** As owner of the Stadium, the City of Johnstown retains exclusive rights to enter into naming rights agreements and retain full payment for such naming rights. JFE agrees at all times to use the name of any corporation, naming rights sponsor of the Stadium, as directed by the City.

27. **Other Events and Third-Party Use.** JFE retains the right to schedule and host non-League baseball games, tournaments, community events, concerts, and other events at the Stadium during the Stadium Usage Period, provided such events do not conflict with the AAABA Tournament schedule or with any events previously approved by the City. The City shall not unreasonably withhold approval for non-League events outside the Stadium Usage Period when the Stadium is not reserved for City use.

The City shall not sell, authorize, or enter into any agreements for the use of concession rights or vendors at the Stadium independent of JFE, unless mutually agreed upon between the parties.

For all Mill Rat home games and for all other events, with the exception of AAABA, JCBL, & McCort football, JFE and the City agree to a 90% (JFE) and 10% (City) split, unless otherwise mutually agreed upon.

28. **Insurance.** JFE shall at its own expense maintain in effect during the term of this contract the following insurance with limits as shown or greater:

General Liability (including automobile) and Liquor Liability in minimum limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate, combined single limit of \$1,000,000 bodily injury and \$1,000,000 property damage, and \$2,000,000 general aggregate. The City shall be named as an Additional Insured and be given a 30-day notice of cancellations, non-renewal, or significant change of coverage. JFE's insurance shall be written on a "primary" basis, and the City's insurance program shall be in excess of all of JFE's available coverage.

Workers' Compensation at the statutory limit. Workers' Compensation shall include a Waiver of Subrogation endorsement in favor of the City.

29. **Status of Parties.** By executing this Agreement, the parties agree that each is acting as an independent contractor and not as the agent or employee of the other. Each party agrees to pay, as they become due, all federal and state withholding and income taxes, as well as other payroll taxes, including Social Security taxes due and payable on the compensation earned by their respective employees, and to hold each other harmless from any and all taxes, penalties, or interest that might arise by the failure to do so.

30. **Indemnification.** JFE agrees that it will indemnify and hold harmless the City of Johnstown their officer's, agents and employees, including staff, from any loss, cost, damage, expense, attorney's fees, and liability by reason of bodily injury, property damage, or both of whatsoever nature or kind, arising out of or as a result of the negligent act or negligent failure to act of JFE its officers, agents, and employees from any loss, cost, damage, expense, attorney's fees, and liability by reason of the negligent act or failure to act by the City or any of its agents for employees, including staff. In the event of loss, cost, damage or expense caused by the joint or concurrent negligence of JFE and the City, they shall be borne by each party in proportion to its negligence.

31. **Default.** If either party shall default in the performance of any obligations of said party to be performed under this Agreement and such a default shall continue for a period of thirty (30) days after written notice of such default shall be given to the defaulting party by the non-defaulting party, the non-defaulting party shall be entitled to terminate this Agreement and all other remedies at equity and law.

In addition to the remedies set forth above, in the event of default by JFE and after the expiration of the period to cure, in addition to any other remedies at equity and law that the City may have, the City shall have the immediate right of re-entry and to remove all persons and property from the Premises.

32. **Force Majeure.** The parties shall not be liable for failure of performance under this Use Agreement if occasioned by declared or undeclared war, flood, fire, embargo, governmental orders, regulations, governmental expropriation, interruptions of transportation facilities, labor strikes, public health emergency, terrorist event and disputes, or any other causes beyond the control of the parties.

33. **Entire Agreement.** This Agreement supersedes all previous contracts or agreements between the parties with respect to the same subject matter and does constitute the entire Agreement between the parties hereto. JFE and the City shall neither be entitled to other benefits than those herein specifically enumerated.

34. **Waiver of Breach.** The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as nor be construed to be a waiver of any subsequent breach hereof.

35. **Governing Law.** This Agreement shall be construed and governed by the laws of the State of Pennsylvania.

36. **Severability.** In the event that any provision hereof is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its terms.

37. **Interpretation.** The parties hereto acknowledge and agree that (i) each party has reviewed the terms and provision of the Agreement; (ii) the rule of construction to the effect that any ambiguities are resolved against the drafting party shall not be employed in the interpretation of this Agreement; and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor or against any party, regardless of which party was generally responsible for the preparation of this Agreement.

38. **Amendments.** This Agreement may be amended only by an instrument in writing signed by the parties hereto.

39. **Execution.** This Agreement and any amendments thereto shall be executed in duplicate copies on behalf of JFE and the City. Each duplicate copy shall be deemed an original, but both duplicate originals together constitute one and the same instrument.

40. **Notices.** Notices or communications herein required or permitted shall be given the respective parties by registered or certified mail (said notices being deemed given as of the date of mailing) or by hand delivery at the following addresses unless either party shall otherwise designate its new address by written notice:

JFE
Johnstown Family Entertainment
P. O. Box 522
100 Johns Street
Johnstown, PA 15901

City
City of Johnstown
401 Main Street
Johnstown, PA 15901

Dated this _____ day of _____, 2025

Johnstown Family Entertainment

City of Johnstown

By: _____

By: _____

Witness _____

Witness _____